

**ENVIRONMENT CANADA
TERMS OF REFERENCE
REQUEST FOR QUOTATION # K4E21-08-0425**

**Webb National Wildlife Area Fence Recapitalization
(Webb, Saskatchewan)**

SCOPE OF WORK

The scope of work encompasses all necessary trades for completing this project as outlined in the Statement of Work.

STATEMENT OF WORK

The Work consists of the supply of all equipment, labour, materials, and supplies required for the construction, dismantling (including removal of old materials), and/or building of new wire fences and gates as indicated on the map of Webb National Wildlife Area (refer to Figure 1). All Work must be completed by March 31, 2009.

Work includes, but is not limited to:

- Construction of all new 4-strand barbed wire fence with 7-foot posts and gates. Also includes removal of old fence as shown on the map of Webb National Wildlife Area (Webb NWA). Webb NWA is located 28 km. west of Swift Current, Saskatchewan, at section 29-14-16-W3 and portions of section 28-14-16-W3 and section 32-14-16-W3.
- 8 wire gates are required. (3 gates are 10 feet wide, 5 gates are 20 feet wide)
- Approximately 11.40 kilometres of new 4-strand barbed wire perimeter fencing is required.
- Approximately 2.90 kilometres of new 4-strand barbed wire cross fencing is required. (To divide up the pasture)
- Approximately 5.75 kilometres of old fence must be removed from the property. (Requires inspection by contractors to estimate the amount of work required)

MANDATORY REQUIREMENTS

- Contractor must provide a written statement attesting to having a minimum of three years experience in project management including the coordination of sub-trades and providing record documents
- Contractor must provide a written statement attesting to having experience of at least one project involving remote fencing construction and fence removal
- Contractor must provide three previous client references in writing
- Contractors intending to bid must attend a mandatory site examination meeting to be held on January 13, 2009 at Webb National Wildlife Area (call 306-836-2022 to confirm meeting location and start time)

- Contractor must provide a list of all power equipment, post drivers, vehicles, and other equipment that will be used in completion of the Work
- Contractors must provide a list with all the names of subcontractors and suppliers for the part or parts of the Work

INSPECTION

All work performed will be subject to inspection. The cost of inspection shall be borne by the Crown.

BASIS OF PAYMENT

The basis of payment shall be on a lump sum basis for project management and completion of each of the following tasks:

Task	Description	Cost
1	Dismantle and removal of existing fence at Webb NWA	
	A. Labour	\$
	B. Other Costs	\$
	Total	\$
2	Installation of new fence at Webb NWA	\$
	A. Materials	\$
	B. Labour	\$
	C. Other Costs	\$
	Total	\$
	Total before GST (No PST is to be charged)	\$
	GST	\$
	Total including GST	\$

METHOD OF PAYMENT

Payment shall be made upon submission of invoice(s) to the satisfaction of the Departmental Representative.

PROJECT COST

Environment Canada has established funding for this project at a maximum of \$70,000.00 excluding GST, and covering the period from date of award to March 31, 2009.

EVALUATION CRITERIA

All quotations shall be evaluated based on best value to the Crown. The Crown reserves the right to accept any quotation, whether it is the lowest or not, or may reject

all quotations. Interested bidders must submit a quote in the format listed above in the Basis of Payment for the completion of the all work prior to March 31, 2009.

In addition interested bidders are asked to submit a second quote in the format listed above for the completion of the work during the spring/summer period of 2009. **Please note that this second quote is required for information purposes only and will not be evaluated in this tender.**

CROWN RESPONSIBILITY

Environment Canada – Canadian Wildlife Service has obtained necessary environmental permits.

Drawings furnished by Environment Canada:

- PFRA Standard Fence Plan No. 112684A
- Webb NWA Area Location Map

The drawings show the approximate locations, dimensions and general arrangement of the work and are in sufficient detail to serve as a basis for the preparation of bids. Where necessary, as determined by the Departmental Representative, additional drawings showing further details or alterations will be furnished to the Contractor during the progress of the work.

CONTRACTOR'S RESPONSIBILITY

- Commercial General Liability insurance shall be affected by the Contractor and maintained in force throughout the duration of the Contract, in an amount of \$3,000,000 for the Contractor, all sub-trades and sub-contractors.
- The Contractor shall provide certification of Worker's Compensation coverage for Alberta for the Contractor, all sub-trades and sub-contractors.
- The Contractor will be responsible for any and all travel costs for himself and for all sub-trades and sub-contractors.
- Unless stated otherwise, the Contractor shall be responsible for obtaining and paying for any permits or licenses as may be required for any portion of the completion of the Work
- The Contractor shall comply with all Municipal, Provincial Government and Government of Canada regulations
- The Contractor will be responsible for the provision by all sub-trades and sub-contractors of all heavy equipment, hand and power tools, safety plans and safety gear required to complete the scope of work.

CONSTRUCTION PROGRAM

The Contractor's construction operations shall be subject to the approval of the Departmental Representative. Within 5 calendar days after the Contractor has been advised, in writing, of the acceptance of his tender, he shall furnish the Departmental

Representative with his proposed program of operation. This program shall include equipment to be used to begin work, planned starting date and estimated completion date. The capacity of the Contractor's equipment, sequence of operations and methods of operation shall be such as to ensure the completion of the work by March 31, 2009.

SITE EVALUATION

Before submitting his tender, the Contractor shall examine the jobsite, soil conditions, construction and storage areas, compare drawings and specifications with existing conditions, and fully satisfy himself as to all data and matters required for the completion of the contract. Failure to acquaint himself fully with all available information concerning conditions affecting the work shall not relieve the Contractor of the responsibility for estimating the difficulties and costs of satisfactorily performing the work

ADDITIONAL TERMS, CONDITIONS, & SPECIFICATIONS

Successful bidder will be expected to enter into a Long Form Service Contract as outlined in Annex "1"

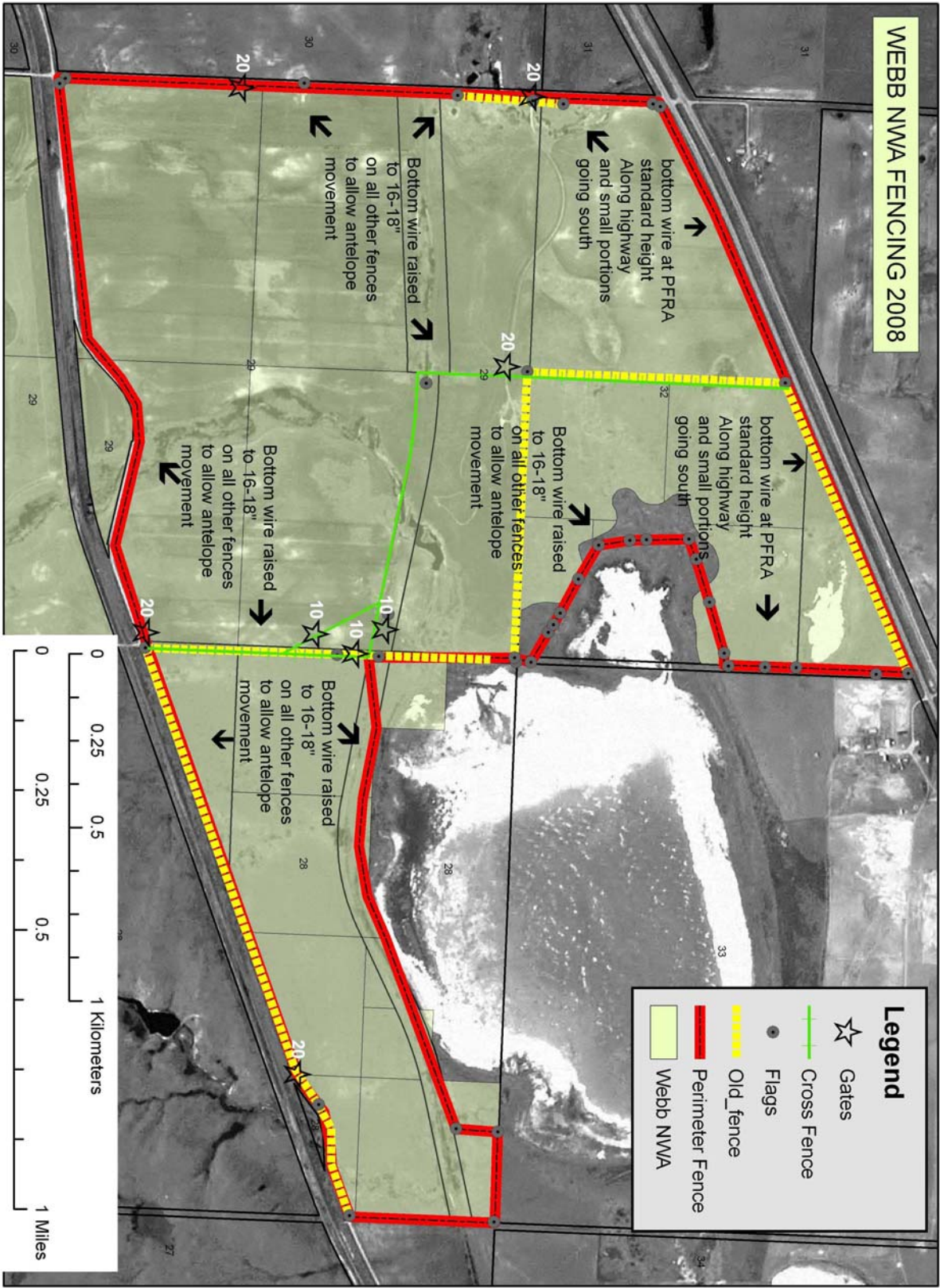
All Work must meet the General Conditions – Minor Works as outlined in Annex "2"

All Work must meet the Specific Conditions and Specifications – Fence Removal and Construction for Community Pastures as outlined in Annex "3"

All Work must be done according to Agriculture and Agri-Food Canada's Prairie Farm Rehabilitation Administration (PFRA) Standard Fence Plan No. 112684A as outlined in Annex "4 "

All materials used in the Work must meet or exceed the PFRA Fencing Materials Standard outlined in Annex "5"

FIGURE 1



ANNEX "1" LONG FORM SERVICE CONTRACT

Long-Form Service Contract Articles of Agreement for Consulting and Professional Services

Period	Cost Centre	Activity	Project	Authority	Line Object	Amount
						Total

Duration of Contract

Start Date :

Completion Date :

Location of Work :

Title:

These Articles of Agreement are made as of the 00th day of Month, Year, between:

Contractor name

and address

and telephone number

(referred to in the contract as the "Contractor")

and

Her Majesty the Queen in Right of Canada (referred to in the contract as "Her Majesty") represented by the Minister of the Environment (referred to in the contract as the "Minister")

This contract has been executed on behalf of the Contractor and on behalf of Her Majesty by their duly authorized officers in agreement to the terms and conditions set out herein:

For the Contractor

For Her Majesty

Print name

Print name

Title or Position

Title or Position

Date

Date

A 1 Contract:

- 1.1. The following documents and any amendments relating thereto form the contract between Her Majesty and the Contractor:
 - 1.1.1. these Articles of Agreement;
 - 1.1.2. the document attached hereto as Appendix "A" and entitled "Statement of Work";
 - 1.1.3. the document attached hereto as Appendix "B" and entitled "Terms of Payment"; the document attached hereto as Appendix "C" and entitled "General Conditions";
 - 1.1.4. the document attached hereto as Appendix "D" and entitled "Supplementary Conditions";
 - 1.1.5. any document attached hereto as a specified within as an attachment.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities in the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 Date of Completion of Work:

- 2.1 The Contractor shall, between the date of these Articles of Agreement and Date, perform and complete with care, skill, diligence and efficiency the work that is described in the attached proposal.

A3 Contract Amount:

- 3.1 Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:
 - 3.1.1. For a cost not to exceed Amount for the duration of the contract not including GST.
- 3.2 In accordance with Section 40 of the Financial Administration Act, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

A4 Appropriate Law:

- 4.1 This contract shall be governed by and construed in accordance with the laws in force in the Province or Territory where the work may apply.

A5 Departmental Representative:

- 5.1 For the purposes of the contract, the Minister hereby designates:

Name
and Address

as the Departmental Representative. The Departmental Representative is responsible for all matters concerning the scientific and technological content of the work performed under this contract.

5.2 For the purposes of the contract, the Minister hereby designates:

Name
and Address

as the Contracting Authority.

Appendix "A"
Statement of Work
Consulting and Professional Services

The Contractor Hereby Agrees to:

Statement of Work

Appendix "B"

TP1 Basis of Payment

1.1 Payment for the work performed shall be made on the following basis:

The total contract amount shall not exceed \$_____ not including GST.

1.2 The Contractor shall not arrange or incur any expenditures on behalf of Her Majesty without prior authorization by the Contracting Authority.

TP2 Method of Payment

1.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Departmental Representative.

Payment by Her Majesty to the Contractor for the work shall be made in the amount not to exceed \$amount not including GST.

2.2.1 In the case of a progress payment other than a final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;

2.2.2 In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work

is completed, whichever date is the later;

2.2.3 If the Departmental Representative has any objection to the form of the claim for payment, he/she shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

TP3 Payment of Interest on Overdue Accounts

3.1 In this section, an amount is "due and payable" when it is due and payable by Her Majesty to the Contractor according to the provisions of the contract.

3.2 For the purposes of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.

3.3 In this section, "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.

3.4 In this section, "Bank Rate" means the discount rate of interest set by the Bank of Canada.

3.5 Her Majesty shall be liable to pay to the Contractor simple interest at the "Average Rate" plus 3 per cent per annum on any amount that is overdue, from the day such amount becomes overdue until the date of payment. Interest shall be paid without notice from the Contractor for payment that has been outstanding for more than 15 days. For payment made within 15 days from the date that the payment becomes overdue, interest will be paid at the request of the Contractor. Interest will not be payable on overdue advance payments.

3.6 Her Majesty shall not be liable to pay to the Contractor any interest on unpaid interest.

TP4 Goods and Services Tax

4.1 The Goods and Services Tax (GST) is, unless otherwise indicated herein, excluded from the contract price. The GST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST paid or due to Revenue Canada. All invoices submitted containing GST will list GST as a separate item or contain a statement that GST is included in the invoice price.

Appendix "C"

General Conditions

Consulting and Professional Services

GC1 Interpretation

1.1 In the contract,

1.1.1 "Contract" means the contract documents referred to in the Articles of Agreement;

1.1.2 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Ministers or their representatives appointed for the purpose of the contract;

1.1.4 "Work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;

1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;

1.1.6 "Prototype" includes models, patterns and samples;

1.1.7 "Technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

GC2 Successors and Assigns

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

GC3 Assignment

3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

GC4 Time of the Essence

4.1 Time is of the essence of the contract.

4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which

could not have been avoided by the Contractor without incurring unreasonable costs through the use of work-around including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay

4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC8.

GC5 Liability and Indemnification

5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

5.4 It is understood and agreed by the parties hereto, that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered

by employees or agents employed by the Contractor due to their negligence in carrying out the services described in "Appendix A".

5.5 It is further understood and agreed by the parties hereto, that the Contractor shall be liable for any damage to or loss of Her Majesty's property occasioned by or attributable to the Contractor's employees or agents in carrying out the services described in "Appendix A".

GC6 Notices

6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram or by telex addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 Canadian Labour and Materials

7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC8 Termination or Suspension

8.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

8.2 All work completed by the Contractor to the satisfaction of Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC8 except as expressly provided therein.

GC9 Termination Due to Default of Contractor

9.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:

(i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

(ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.

9.2 In the event that Her Majesty terminates the work in whole or in part under GC9.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.

9.3 Upon termination of the work under GC9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5 If, after the Minister issues a notice of termination under GC9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

GC10 Records to be Kept by Contractor

10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.

10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.

10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the, absence of such specification, for a period of two years following completion of the work.

GC11 Ownership of Intellectual and Other Property Including Copyright

Intellectual property rights that have come into being during the contract or that relate to information supplied by Canada during the contract, copyright, patent and all other intellectual property rights to all foreground information shall, immediately upon its conception, development, reduction to practice or production, vest in and remain the property of the Contractor.

The Contractor will grant to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the said Foreground. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.

GC12 Conflict of Interest

12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.

12.2 It is a term of the contract:

(1) that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract; and

(2) that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

GC13 Contractor Status

13.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

GC14 Warranty by Contractor

14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

GC15 Member of House of Commons

15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

GC16 Amendments

16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC17 Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the

contract.

GC18 Criminal Code Prohibitions

18.1 Subsection 748(3) of the Criminal Code prohibits anyone who has been convicted for an offence under:

- Section 121 -Frauds upon the Government;
- Section 124 -Selling or Purchasing Office;
- Section 418 -Selling Defective Stores to Her Majesty

from contracting with the government or receiving any benefit from a government contract.

GC19 Sustainable Development

19.1 The contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

GC20 Use of Electronic Networks

20.1 Where the performance of work requires the presence of the Contractor or any of the Contractor's personnel on Crown premises and/or access to any Crown-owned or operated electronic network, the Contractor shall comply with and shall ensure that the Contractor's personnel comply with the Policy on the Use of Electronic Networks promulgated under the authority of the Minister of the Environment.

GC21 Confidentiality Clause

21.1 It is understood and agreed that the Contractor/Bidder shall, during and after the effective period of the ensuing contract, treat as confidential and not divulge, unless authorized in writing by the Project Authority or his/her delegate, any information obtained in the course of the performance of the ensuing contract.

Any failure of the contractor to respect the confidentiality obligations set out in subsection 1. is a default of the contractor for which the Minister may terminate the contract for default.

Appendix "D" **Supplementary Conditions** **Consulting and Professional Services**

1.0 International Sanctions:

1.1 Persons and companies in Canada and Canadians outside of Canada are bound by

economic sanctions imposed by Her Majesty. As a result, Her Majesty cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

1.2 It is a condition of this Contract that the Contractor not supply to Her Majesty any goods or services which are subject to economic sanctions.

1.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the addition of a country to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Her Majesty of the situation; the procedures applicable to force majeure shall then apply.

2.0 Other Conditions:

2.1 Lobbyist Clause

2.2 Certification -Contingency Fees:

2.2.1 The Contractor certifies that he/she has not directly or indirectly paid or agreed to pay covenants that he/she will not directly or indirectly pay a contingency fee for the solicitation, negotiation, or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties;

2.2.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the Accounts and Audit provisions of the contract;

2.2.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate the contract for default provisions of the contract or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.

2.3 In this section:

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

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

2.3.3 "Person" includes an individual or group of individuals, a corporation, a

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

3.0 Security Requirements:

3.1 The contractor and/or personnel assigned on this contract may be required to have an Enhanced Reliability Check in accordance with the Security Policy of the Government of Canada.

4.0 Provincial Sales Tax:

4.1 The Contractor shall not invoice or collect any Ad Valorem Sales Tax levied by the Province in which the goods or taxable services are delivered to federal Government Departments under authority of the following Provincial Sales Tax Licences:

British Columbia 005521;	Newfoundland 32243-0-09.
Prince Edward Island OP-10000-250;	Quebec Q-398-SS-3921-1-P;
Manitoba 390516-0;	Ontario 11708174G;
Nova Scotia U84-00-03172-3;	New Brunswick P87-60-01648;
Saskatchewan P87-60-01648;	

In all other provinces or territories, Provincial Sales Taxes do not apply to goods or taxable services delivered to Federal Government Departments or Agencies under this contract.

The Contractor is not relieved of any obligation to pay Provincial Sales Taxes on goods or taxable services which the Contractor uses or consumes in the performance of this contract.

Provincial gallonage taxes on liquid fuels are to be charged on deliveries in Newfoundland, Prince Edward Island, Nova Scotia, New Brunswick, Quebec and Ontario. In other provinces, these taxes are not applicable.

5.0 Conflict of Interest

The Contractor agrees that it is a term of the Contract that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (2003), shall derive any direct benefit from this Contract.

ANNEX "2" GENERAL CONDITIONS - MINOR WORKS

1. Definition of Terms

In the Purchase Order,

- 1.1. "Contract" means Purchase Order;
- 1.2. "Contractor" means "Vendor";
- 1.3. "Engineer", means such person as may be designated by the Minister and includes a person specifically authorized by the Engineer to perform any of the Engineer's functions under the Contract.
- 1.4. "work" includes the whole of the works, materials, matters and things to be done, furnished and performed by the Contractor under the Contract.

2. Priority of Documents

- 2.1. In interpreting the Contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.
- 2.2. In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
 - 2.2.1. the Plans and Specifications, the Specifications govern;
 - 2.2.2. the Plans, the Plans drawn with the largest scale govern; and
 - 2.2.3. figured dimensions and scaled dimensions, the figured dimensions govern.

3. Assignment, Subcontracting and Novation

- 3.1. This Contract may not be assigned without the written consent of the Minister, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the Engineer. Every subcontract shall incorporate all the terms and conditions of this Contract which can reasonably be applied thereto.
- 3.2. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

4. Members of The House of Commons

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

5. Indemnification

5.1. The Contractor shall indemnify and save Her Majesty harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, the Contractor's servants, agents, subcontractors and sub-subcontractors in performing the work including an infringement of a patent of invention or any other kind of intellectual property.

5.2. For the purposes of article 5.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

6. Property of Her Majesty

6.1. The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of Her Majesty arising out of the performance of the work whether or not such loss arises from causes beyond the Contractor's control. Such property shall only be used by the Contractor as may be directed by the Engineer and the Contractor shall, at any time when requested to do so, account to the Engineer for the use of such property.

7. Permits and By-Laws

7.1. The Contractor shall comply with all laws and regulations, relating to the work, whether federal, provincial or municipal, as if the work was being constructed for a person other than Her Majesty, and shall pay for all permits, taxes and certificates required in respect of the execution of the work.

8. Canadian Labour and Materials

8.1. Insofar as is practicable the Contractor shall employ and use only Canadian labour and materials in the execution of the work, employ local labour with a reasonable proportion of persons who have been on active service with the armed forces of Canada and have been honourably discharged therefrom, and utilize the services of the Canada Employment Centres in the recruitment of such labour.

9. Publicity

9.1. The Contractor will neither permit any public ceremony in connection with the work without the prior consent of the Minister, nor erect or permit the erection of any sign or advertising in connection with the work without the approval of the Engineer.

10. Materials, Equipment, etc. to become Property of Her Majesty

- 10.1. All materials and plant used or provided for the work shall be the property of Her Majesty, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the Engineer shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to material or plant that is the property of Her Majesty by virtue of this Article.

11. Contractor's Superintendent and Workers

- 11.1. The Contractor will, until the work has been completed, keep a competent superintendent at the work site during working hours unless otherwise authorized by the Engineer. The Superintendent must be acceptable to the Engineer and have the authority to receive on behalf of the Contractor any order or communication in respect of the Contract. Any superintendent and worker not acceptable to the Engineer because of incompetence, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

12. Cooperation with other Contractors

- 12.1. The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Engineer. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the Contract, and if, in the opinion of the Engineer, the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, Her Majesty will pay the cost of such additional expense to the Contractor calculated in accordance with Article 21.

13. Claims Against and Obligations of the Contractor or Subcontractor

- 13.1. The Contractor shall ensure that all lawful obligations of and lawful claims against the Contractor arising out of the execution of the work are discharged and satisfied, at least as often as this Contract requires Her Majesty to discharge Her obligations to the Contractor. The Contractor shall supply the Engineer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
- 13.2. Her Majesty may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the Contract and from a conversion or a negotiation of the security referred to in Article 19 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

14. Engineer's Rights and Obligations

The Engineer shall:

- 14.1. have access to the work at all times during its execution and the Contractor will provide the Engineer with full information and assistance so that the Engineer may ensure that the work is executed in accordance with the Contract;
- 14.2. decide any question as to whether anything has been done as required by the Contract or as to what the Contractor is required by the Contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
- 14.3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The Engineer shall decide whether anything done or not done as a result of directions given under this Article has increased or decreased the cost of the work to the Contractor and the amount payable under the Contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Article 21 hereof.

The Contractor shall comply with any decision or direction of the Engineer given under this Article.

15. Delay, Non-compliance or Default by the Contractor

- 15.1. If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the Engineer properly given, or is in default in any other manner under the Contract, the Engineer may do such things as the Engineer deems necessary to correct the Contractor's default. The Contractor will reimburse Her Majesty for all costs, expenses and damage incurred or sustained by Her Majesty, by reason of the Contractor's default, or in correcting the default.

In addition to the aforementioned remedies in this Article, the Minister may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Engineer, take all or any part of the work out of the Contractor's hands and may employ such means as seen fit by the Minister to complete the work.

16. Changes in Soil Conditions, Delay by Her Majesty

- 16.1. No extra payment will be made to the Contractor for any extra expense, loss or damage for any reason unless the Engineer shall certify that such extra expense, loss or damage is directly attributable to:

- 16.1.1. a substantial difference between the soil conditions at the site of the work indicated by the plans and specifications or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions found

there;

16.1.2. neglect or delay by Her Majesty occurring after the date of Contract in providing any information or doing any act which is required expressly by the Contract or by usage of the trade

and the Contractor has

16.1.3. within 10 days of encountering such soil conditions or of the commencement of such neglect or delay, given written notice to the Engineer of a claim for such extra expense, loss or damage, and

16.1.4. within 30 days of the date that a Final Certificate of Completion is issued, given to the Engineer a written claim for extra expense or loss or damage.

16.1.5. The amount of any extra payment to be made under this Article will be calculated in accordance with Article 21.

16.2. If in the opinion of the Engineer any difference in soil conditions referred to in Article 16.1.1 hereto results in a saving of expenditure to the Contractor the amount of such saving shall be paid to Her Majesty by the Contractor.

17. Protesting Engineer's Decision

17.1. The Contractor may, within ten days after receiving communication of any decision or direction of the Engineer, give written notice to the Engineer that the decision or direction is accepted under protest. The giving of a protest by the Contractor shall not relieve the Contractor from complying with the decision or direction that is the subject of the protest. Any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action the Contractor considers appropriate in the circumstances. The Contractor must take such action within three months after the date that a Final Certificate of Completion is issued.

17.2. If Her Majesty determines that the Contractor's protest is justified, Her Majesty will pay to the Contractor the cost, calculated according to Article 21, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the Contract correctly understood would have required.

18. Suspension or Termination of the Contract

18.1. The Minister may upon notice in writing to the Contractor suspend or terminate the Contract at any time. The Contractor will comply with such notice immediately.

18.2. If the Minister suspends the work for 30 days or less the Contractor must

complete the work when called upon to do so. The Contractor is entitled to be paid the extra cost, calculated in accordance with Article 21, of any labour, plant and material necessarily incurred by the Contractor as a result of the suspension. If the Minister suspends the work for a period in excess of 30 days, the Contractor may request the Minister to terminate the work under Article 18.4 hereof.

18.3. If the Minister terminates the Contract or takes the work out of the Contractor's hands because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the abandonment of work by the Contractor or the assignment of the contract by the Contractor without the consent of the Minister, the obligation of Her Majesty to make payments to the Contractor shall cease and no further payments shall be made to the Contractor unless the Engineer shall certify that no financial prejudice will result to Her Majesty from such further payments. Termination under this Article shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Engineer may complete or have the work completed as the Engineer sees fit and all costs and damages incurred by Her Majesty due to the non-completion of the work by the Contractor shall be payable by the Contractor to Her Majesty.

18.4. If the Minister terminates the work other than in accordance with Article 18.3 hereof Her Majesty will pay to the Contractor an amount calculated in accordance with Article 21 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Article 27.3 hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the Contract been completed.

19. Security Deposit

19.1. If the work is taken out of the Contractor's hands pursuant to article 18.3, or the Contract is terminated pursuant to article 18, or the Contractor is in breach of or in default under the Contract, Her Majesty may convert the security deposit, if any, to Her own use. If Her Majesty converts the contract security, the amount realized shall be deemed to be an amount due from Her Majesty to the Contractor under the Contract. Any balance of this amount that remains after payment of all losses, damage and claims of Her Majesty and others shall be paid by Her Majesty to the Contractor if, in the opinion of the Engineer, it is not required for the purposes of the Contract.

20. No Additional Payments

20.1. The amount payable to the Contractor under this Contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by an increase or decrease in the cost of labour, plant, material or any wage adjustment arising pursuant to the Labour Conditions. The amount

payable to the Contractor under this Contract shall be increased or decreased in the event of a 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, if the change is made public after the date of the submission of the tender, applies to material, and affects the cost to the Contractor of that material.

21. Determination of Costs

- 21.1. For the purposes of Articles 12, 14.3, 16, 17 and 18.4, the amount payable to the Contractor shall, subject to the provisions of Article 27.2.2 hereof, be based on the unit prices, if any, set out in the unit price table. If such unit prices are not applicable the Engineer and the Contractor may mutually agree on the amount payable. Failing such agreement the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Engineer.

22. Records to be Kept

- 22.1. The Contractor shall for a period of two years from the date of the Final Certificate of Completion, or until the expiration of such other period of time as the Minister may direct, maintain and keep full records, vouchers, other writings and information in respect of his estimates and actual cost of the work and shall make them available for copy, audit or inspection by any persons acting on behalf of the Minister and the Deputy Receiver General for Canada.

23. Extension of Time

- 23.1. The Engineer may, on the application of the Contractor made before the day fixed for the completion of the work, extend the time for the completion of the work. Whether or not the Engineer grants an extension, the Contractor shall, except to the extent that the Engineer is of the opinion that the need for an extension was due to causes beyond the control of the Contractor, pay to Her Majesty,

23.1.1. an amount equal to Departmental inspection costs relating to the work incurred after the original completion date; and

23.1.2. compensation for any loss or damage resulting to Her Majesty from failure by the Contractor to complete the work by the original completion date, including the cost incurred by Her Majesty as a result of the inability to use the completed work for the period of the delay.

24. Cleaning of Work

24.1. The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Engineer.

25. Engineer's Certificates

25.1. On the day that the work has been completed and the Contractor has complied with the Contract and all orders and directions pursuant thereto to the satisfaction of the Engineer, the Engineer will issue to the Contractor a Final Certificate of Completion. In the case of a unit price Contract, the Engineer will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table and any subsequent amendments thereto, such certificate to be binding upon the Contractor and Her Majesty.

26. Rectification of Defects

26.1. The Contractor will, upon notice from the Engineer and within such time as specified in said notice, rectify at the Contractor's own expense any defect or fault, however caused, which appears in the work within 12 months of the date of the Final Certificate of Completion.

27. Payment

27.1. Her Majesty will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the total financial limitation referred to in the Contract together with the aggregate of the amounts payable by Her Majesty under Articles 12, 14.3, 16.1, 17 and 20 exceed the aggregate of any payments by Her Majesty under Article 13 and indemnification and amounts payable to or costs and damages incurred by Her Majesty under Articles 5, 6, 10, 14.3, 15, 16.2, 18.3, 20 and 23.

27.2. In the case of a unit price Contract:

27.2.1. The total financial limitation referred to in the Contract will be deemed to be the amount computed by totalling the products of the prices set out in the Unit Price Table, as amended pursuant to Article 27.2.2, if applicable, and the actual quantities of such units as set out in the Engineer's Final Certificate of Measurement, subject to any adjustment provided for in Article 27.2.2. The Engineer and the Contractor may by agreement in writing add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid unit price table by more than 15% amend the unit prices shown in the unit price table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices

shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the Engineer and the Contractor fail to agree on the amount of any adjustment as contemplated by this Article, the revised or new prices per unit shall be determined in accordance with Article 21.

27.3. The Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Engineer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the Engineer in the Progress Report as having been completed since the date of the immediately preceding Progress Claim, if any. When a Labour and Material Payment Bond has been furnished under the Contract the amount to be paid under this Article shall be 95% of the value certified by the Engineer.

27.4. Not later than 30 days after receipt by the Engineer of the Progress Claim and if the Contractor has made and delivered to the Engineer his Statutory Declaration pursuant to Article 13, the amount of the Progress Claim, subject to Article 27.3, shall become due and payable.

27.5. Not later than 60 days after the issue by the Engineer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in Article 27.1 less the aggregate of the amounts, if any, paid pursuant to Article 27.3.

27.6. Notwithstanding Articles 27.3, 27.4 and 27.5, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Article 13, surety bond or security deposit as specified in the Contract.

27.7. A payment by Her Majesty pursuant to this Article shall not be construed as evidence that the work is satisfactory or in accordance with the Contract.

27.8. In this Article,

27.8.1. An amount is "due and payable" when it is due and payable by Her Majesty according to Articles 27.4 and 27.5. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable. "Date of Payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable. "Bank Rate" means the discount rate of interest set by the Bank of Canada. The Bank Rate shall be that prevailing at the opening of business on the date of payment.

27.8.2. Delay in making a payment by Her Majesty under this Article shall not be deemed to be a breach of the Contract. However, subject to Article 27.6, if payment of any Progress Claim under Article 27.3 is not made, Her Majesty will pay, without demand from the Contractor, simple interest at the Bank Rate plus

11/4 per centum on any amount that is overdue from the day such amount became overdue until the day prior to the date of payment, inclusively, except that interest shall not be payable or paid unless the amount has been overdue for more than 15 days following the due date, or the date of receipt by the Engineer of the Statutory Declaration, whichever is the later. Interest shall not be payable or paid on overdue advance payments if any.

27.8.3. Interest shall only be paid when Her Majesty is responsible for the delay in paying the Contractor.

27.9. Her Majesty may set-off against any amount payable or debt due by Her Majesty under this Contract the amount of any debt due to Her Majesty under this Contract or any other Contract between the Contractor and Her Majesty.

28. Posting of Labour and Material Payment Bond

28.1. Where a Labour and Material Payment Bond is provided as part of the contract security, the Contractor shall post a copy of the Bond on the work site.

29. Conflict of Interest and Post-Employment Code

29.1. It is a term of this Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

30. Payment by Her Majesty

Payment by Her Majesty to the Contractor will be made:

30.1. in the case of a progress payment other than the final payment, within 30 days following the date of a duly completed progress claim, or

30.2. In the case of a final payment, or where the Contract specifies payment upon completion, within 30 days following the date on which a duly completed final progress claim or invoice are received according to the terms of the Contract, or within 30 days following the date on which the work is completed, whichever is the later.

30.3. If Her Majesty has any objection to the form of the progress claim or invoice, within 15 days of its receipt, she shall notify the Contractor of the nature of the objection. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within 15 days will only result in the date specified in Articles 30.1 and 30.2 to apply for the sole purpose of calculating interest on overdue accounts.

31. Certification -Contingency Fees

- 31.1. The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 31.2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 31.3. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default provisions of the Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 31.4. In this Article:
 - 31.4.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms;
 - 31.4.2. "employee" means a person with whom the Contractor has an employer/employee relationship;
 - 31.4.3. "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c. 44 (4th Supplement) as the same may be amended from time to time.

ANNEX "3" SPECIFIC CONDITIONS AND SPECIFICATIONS – FENCE REMOVAL AND CONSTRUCTION FOR COMMUNITY PASTURES

1. Protection of Survey Posts

- 1.1. The Contractor shall not disturb, deface, alter, destroy or remove any survey post or monument and if the same shall occur, then the Departmental Representative may have such post or monument replaced at the expense of the Contractor.

2. Camp Sites

- 2.1. The Contractor will be permitted to use for construction camp purposes any land

available in the vicinity of the work that is the property of Canada, provided that such use shall not interfere with any part of the work or of the work of other Contractors and Canada in the vicinity.

2.2. If private land is used by the Contractor, he shall make all necessary arrangements with the owner and shall pay all rentals or other costs connected therewith.

2.3. The location, construction, maintenance, operation and removal of the Contractor's camps and of the camps or establishments of all persons or parties in the vicinity operating or associated with the Contractor, shall be subject to the approval of the Departmental Representative. The camp site or sites shall be kept in a neat and orderly condition at all times.

3. Roads and Fences

3.1. Access to the work shall be provided by the Contractor at his own expense. The Crown assumes no responsibility for the condition and maintenance of any road or structure thereon that may be used by the Contractor in travelling to and from the site of the work.

4. Additional Work and Materials

4.1. Only that work approved, in writing, by the Departmental Representative as Additional Work and Materials or other work so classified by the Departmental Representative during the progress of the work shall be included for payment under this item of work.

5. Materials for Fence Construction

5.1. All materials for constructing or rebuilding fences will be supplied by the Contractor.

5.2. The Contractor shall be responsible for hauling all materials to the work site and for the storage and security of the materials transported to the work site.

5.3. Unused materials charged for in this contract shall be returned to the Departmental Representative.

6. Dismantling Fence

6.1. Removal of Posts and Wire

6.1.1. The Contractor shall remove all line posts, anchor posts and brace posts that are in a broken or otherwise unfit condition including wire if applicable.

6.1.2. All barbed/smooth wire removed shall be rolled up in neat rolls in

accordance with the Departmental Representative's instructions, by hand or by mechanical means. All staples removed shall be collected in containers and stockpiled with the wire.

6.2. Disposal of Dismantled Materials

6.2.1. The Contractor shall remove all dismantled fence materials from the National Wildlife Area.

6.3. Existing Fences and Livestock

6.3.1. Where existing fences require partial dismantling for the construction of new fence or fence dismantling or rebuilding, the Contractor shall restore such fences to the quality as detailed in this specification.

6.3.2. Fence shall be dismantled and reconstructed in 400 metre sections or in lengths as directed by the Departmental Representative.

6.3.3. If livestock are at large in any area where the fences have been removed or are required to be removed, it shall be the responsibility of the Contractor to contain the livestock by any means at the Contractor's disposal and with the approval of the Departmental Representative.

7. Fence Construction or Rebuilding

7.1. Replacement of Materials

7.1.1. Replacement of fence materials removed to rebuild an existing fence shall be erected as specified in Section 8.

7.1.2. All new posts required shall be installed near the locations where the old posts were removed or as directed by the Departmental Representative. Replacement materials for converting an existing standard fence to a partial suspension fence or new fence construction, where required, shall be erected as specified in Section 8.

7.2. Removal of Tree Growth

7.2.1. Wherever required for fence construction any type of tree or shrub growth in excess of 455 millimetres in height shall be removed from around the posts and through the wires including 0.9 metres wide on both sides of interior fences and 1.8 metres wide on the inside of boundary fences or as directed by the Engineer.

7.2.2. Tree growth removed shall be piled inside the pasture a minimum of 7.5 metres from the fence where practicable.

8. Construction Details

8.1. Alignment

- 8.1.1. The fence to be constructed shall follow a surveyed staked line without deviations unless authorized by the Departmental Representative.

8.2. Line Posts

- 8.2.1. All wooden line posts will be pointed, and approximately 2.1 metres in length for a partial suspension type fence and approximately 2.1 metres or 1.8 metres in length for a standard type fence and/or as applicable.
- 8.2.2. The top diameter for 2.1 metre posts may range from approximately 100 – 125 millimetres.
- 8.2.3. Spacing for line posts shall be between 6.1 metres and 12.2 metres depending on the topography for a partial suspension type fence and 5.0 metres for a standard type fence.
- 8.2.4. The posts shall be placed into the soil to a depth of 815 millimetres for all 2.1 metre posts and 575 millimetres for 1.8 metre posts.
- 8.2.5. Steel posts, where required, shall be 2.1 metre T-bar shape, used in wet and peaty areas and lengthened, if necessary, by attaching an additional length by welding together or joining with an overlap and pinning together.
- 8.2.6. Where water is encountered a minimum of two steel posts, spaced at 5.0 metres, shall be installed into water that exceeds 455 millimetres in depth.
- 8.2.7. Where the depth of water does not exceed 455 millimetres, the fence shall be constructed across the entire water body using steel posts.
- 8.2.8. In all cases 4 smooth wires shall be installed over wet areas and wherever possible, wired to the steel posts.
- 8.2.9. Twisted wire stays shall be installed at approximately 4.8 metre intervals where posts are not used.

8.3. Screw in Anchors

- 8.3.1. Screw in anchors will be 1092 millimetre in length including a 100 millimetre eye and shall be installed where the vertical angular change in topography is greater or equal to 100.
- 8.3.2. The screw in anchors shall be installed as per instruction in the field by the Departmental Representative.

8.4. Anchor Posts and Brace Posts

- 8.4.1. Anchor and brace post sets shall be used approximately every 400 metres, at all changes in direction, corners and all gates.
- 8.4.2. Posts for anchors shall be approximately 200 millimetres in diameter and at least 2.4 metres in length.
- 8.4.3. Posts for braces shall be approximately 100 - 125 millimetres in diameter and at least 2.1 metres in length.
- 8.4.4. The anchor posts shall be fabricated as shown on the drawings and grounded using barbed wire.
- 8.4.5. Anchor posts shall be placed into pits excavated to a depth of 1.1 metres backfilled and well tamped in 50 millimetre lifts.
- 8.4.6. If backhoe equipment is used to excavate for installation of the anchor posts, the Engineer may request the Contractor to tamp the post using mechanical equipment.
- 8.4.7. Brace posts shall be placed into the soil to a depth of 815 millimetres.
- 8.4.8. Cross bracing shall be used between all anchor and brace posts. Cross braces shall be cut to fit from 2.1 metre cull posts and cross wired with 9 gauge smooth wire or end of roll barbed wire.

8.5. Wire

- 8.5.1. Wire for fence rebuilding is four point 12 1/2 gauge double strand smooth wire.
- 8.5.2. Wire for new fence construction may be the double strand wire or high tensile, single strand smooth wire as applicable.
- 8.5.3. The wire shall be spaced at 350 millimetres (from ground), 250 millimetres, 280 millimetres and 310 millimetres as shown on the drawings and attached to the posts with 50 millimetre staples.
- 8.5.4. The staples shall be securely driven into the posts across the grain of the post at an angle of approximately 150 - 450 (from the perpendicular) to a depth which will allow free movement of the wire within the staple.
- 8.5.5. Each wire at all anchor post locations shall be wrapped around the post at least once and tied off.
- 8.5.6. Splicing of single strand or double strand smooth wire whenever required,

shall be carried out using a neat telephone splice or an approved sleeve.

8.5.7. Mechanical splicing materials and tools are to be supplied by the Contractor.

8.5.8. Wire tension shall be such as to allow for a maximum of 75 millimetres side pull deflection.

8.5.9. Double strand wire is required to be over tightened initially, before stapling, in order to remove a portion of the natural stretch of the wire.

8.6. Wire Stays

8.6.1. Twisted smooth wire stays shall be installed as shown on the drawings and as directed by the Departmental Representative.

8.7. Wire Gates

8.7.1. The Contractor shall construct wire gates as applicable and as directed by the Departmental Representative and as shown on the drawings.

8.7.2. All wire gates shall be constructed using double strand smooth wire and independently mounted with gate fasteners.

9. Equipment

9.1. Post Driving Equipment

9.1.1. The post driver shall be a trailer mounted or side mounted self propelled unit, hydraulically operated equipment having multi directional capability, laterally and vertically.

9.1.2. The use of front end loaders to drive or push posts into the ground is not acceptable.

9.2. Augering Equipment

9.2.1. Hole augering equipment shall be either tractor driven or hydraulic driven equipment having the capability to excavate to the depth and diameter of hole required to allow for adequate tamping of the posts.

9.3. Wire Tighteners

9.3.1. Equipment for tightening fence wire shall be hand operated, cable, ratchet type equipment having a Two Ton rating.

9.3.2. The use of block and tackle style equipment is not acceptable.

9.3.3. Motorized wire tightening equipment must be approved by the Departmental Representative.

10. Workmanship

10.1. Workmanship shall be of the highest standard.

10.2. Inaccuracies in the construction and alignment of the fence causing undesirable stresses will not be permitted.

10.3. All lines and posts shall be straight and plumb.

10.4. If posts are not straight and plumb, the Departmental Representative may require the Contractor to install the posts using a pilot hole (water jet or auger method).

10.5. All work shall be subject to the approval of the Departmental Representative.

10.6. Any defective workmanship shall be reconstructed at the Contractor's expense.



Fencing Materials Specifications (PFRA Standard)

All materials must meet or exceed the PFRA standard

Fencing Wire

- Heavy Duty double strand barded wire
- Conforms to A.S.T.M.A, 121-81 Class 3
- 12.5 gauge, 4-point barbs, 6" barb spacing
- 80 rod length per spool, 80 lbs per spool
- Certified strength 90,000 P.S.I.
- Minimum pull strength 950 lbs
- Minimum weight of coating – 0.80 oz/sq. ft.
- Canadian made Stelco or equivalent

Fence Staples

- 2 inch (50 mm) bright galvanized, 9 gauge

Spikes

- 5" Ardox

Wire

- 9 gauge wire – black annealed

Fence Posts

- Live killed Jack pine or Lodge pole posts
- Pressure treated in accordance with CSA standard 080-5
- 4 to 5 inch diameter tops, 7 feet long, sharpened

Corner Posts

- Live killed Jack pine or Lodge pole posts
- Pressure treated in accordance with CSA standard 080-5
- 7 to 9 inch diameter tops, 8 feet long, unsharpened