



Public Works  
Canada

Travaux publics  
Canada

## Specification

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LIARD HIGHWAY, N.W.T.  
CLEARING, EXCAVATION, HAULING AND  
STOCKPILING PIT RUN GRAVEL, MILE 34

PROJECT 085911

DECEMBER, 1978



Western Region

This document is the document referred to as "Plans and Specifications" and marked 'A' in the Articles of Agreement entered into on the

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

between Her Majesty the Queen and

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Contractor

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1.1.1 Description

This work consists of clearing, constructing and maintaining a winter access haul road and clearing, excavation, hauling and stockpiling of pit run gravel near Mile 34 and Mile 41.4 of the Liard Highway in the Northwest Territories.

1.1.2 Location

Mile 0 of the Liard Highway is at its junction with the Mackenzie Highway approximately 38 miles southeasterly from the Town of Fort Simpson, N.W.T. The Mackenzie Highway mileage at this point is 258.4 with Mile 0 being at the Alberta - N.W.T. border. One stockpile site will be near Mile 34 of the Liard Highway and the second stockpile site will be near Mile 41.4 of the Liard Highway. The source of pit run gravel will be approximately 3 miles southeasterly of Mile 34.

1.1.3 Project Access  
and Services

The project at Mile 34 is accessible by road from settled parts in Alberta and the N.W.T. by way of previously completed construction on the Liard Highway from Mile 0 to Mile 35.5 and the Mackenzie Highway. Road access to Fort Simpson, N.W.T. is subject to closure of the Liard River Ferry Crossing during spring breakup and freeze-up in the fall. The previously completed work on the Liard Highway consists of a crushed gravel surface roadway from Mile 0 to Mile 21. From Mile 21 to Mile 35.5, construction of the embankment was completed in the fall of 1978. The Contractor is advised that there is a temporary Bailey Bridge Crossing of the Birch River at Mile 32.4. A maximum loading of 40 tonnes and a maximum speed of 10 kilometres per hour will be enforced for this structure.

Winter access south of Mile 35.5 will have been completed by others during the winter of 1978/79. Due to Land Use Regulations, the winter road can be expected to be closed to traffic by approximately March 31, 1979.

1.1.3 Project Access  
and Services  
(cont'd)

The Fort Simpson airport has a paved runway and is located adjacent to the Mackenzie Highway about 29 miles north-westerly from Mile 0 on the Liard Highway and is accessible by road except during the closure of the Liard River Ferry Crossing. There is regular scheduled commercial air service to the Fort Simpson airport. In addition, there is an airstrip adjacent to the Liard Highway at Mile 21.2 which was previously used by others during construction of the highway.

The above information on project access and services is for the Contractors guidance only and it will be his responsibility to fully investigate the access and services available in the area and to make himself familiar with the conditions of their use.

1.1.4 Scheduling

All work on the project shall be completed by March 15, 1979.

1.1.5 Clearing

Clearing operations under this contract will consist of clearing of haul roads, borrow pits and stockpiling areas. The winter access haul road from near Mile 34 to the source of the pit run gravel will be cleared to a general width of forty (40) feet.

Machine clearing will be permitted throughout. All clearing debris from the haul road, borrow pit and stockpiling area shall be disposed of by burning.

1.1.6 Borrow  
Excavation

- .1 All excavation and disposal of material overlaying the gravel source and/or stockpile site(s) shall be in accordance with Division 9, Section 2(a) of the Specifications.
- .2 Depth of overburden on the deposit is variable and generally less than two (2) feet. The overburden will be removed to the limits as directed by the Engineer and will be placed in a trimmed waste pile on the perimeter of the pit, as directed by the Engineer.

1.1.7 Construction of  
Access Haul Road

This phase of the contract consists of gaining initial access to the gravel deposit by constructing a winter access roadway approximately 3 miles long from Mile 34 to the source and from Mile 34 to the stockpile sites. The winter access haul road shall be constructed of packed snow.

No separate payment will be made for constructing and maintaining the winter access haul road; it will be considered incidental to excavation, hauling and stockpiling pit run gravel.

1.1.8 Pit Run Gravel

Excavation and haul of pit run gravel shall be according to Division 9, Section 8 of the Specifications.

Fifty percent of the total amount of pit run gravel designated for excavation shall be placed in each stockpile site.

Article 9.8.2.2, second last sentence notwithstanding, the Contractor will not be required to remove oversize materials.

Article 9.8.4 notwithstanding, the quantity of pit run gravel to be measured for payment shall be the number of cubic yards of material acceptably excavated in original place.

Article 9.8.4 notwithstanding, the quantity of gravel haul to be measured for payment shall be the number of cubic yard miles of gravel haul acceptably placed in accordance with these Specifications. The quantity will be computed by multiplying the original mass of the material in cubic yards by the haul distance along the designated route between the point of loading and the designated delivery point.

1.1.9 Engineer's Camp

Public Works Canada will provide to the Contractor the following trailer unit for the purpose of providing an Engineer's Camp in accordance with Division 9, Section 14 of the Specifications.

- 1 Eight man sleeper unit, 10 feet x 50 feet

The trailer unit to be provided by the Department will be provided at the Contractor's camp site by the Department.

1.1.9 Engineer's Camp  
(cont'd)

The Contractor shall provide washroom facilities for up to approximately 7 Public Works Canada employees by either:

- (a) Supply and operating a separate washroom trailer specifically for the purpose, or
- (b) Increasing the size and capacity of the facilities provided for his own staff.

The facilities shall be fully self-contained and shall include as a minimum washbasins, showers and flush toilets as required to meet the appropriate regulatory requirements.

The Contractor shall also be responsible for setting up the trailer as required in the Specifications.

The trailer unit shall be placed in the Contractor's camp as required in Division 9, Section 14 of the Specifications. Upon completion of the work under this contract, the Department's trailer unit shall be removed from the camp complex and moved by the Contractor to a site on the project designated by the Engineer.

1.1.10 Labour  
Requirements

- .1 The Contractor shall provide all necessary and properly qualified workmen to operate and maintain his equipment and camp.
- .2 The Contractor's attention is drawn to the following guideline for local residents and Section 27(2) of General Conditions "C". Notwithstanding all the terms of Section 27(2), special arrangements shall be enforced for this contract in line with the guidelines. The Contractor at least two (2) weeks prior to recruiting his work force, shall meet with the:

Manager,  
Canada Manpower Centre  
Fort Simpson, N.W.T.

and acquaint him with all his labour force requirements. This meeting may also be attended by the Federal Department of Indian and Northern Affairs, Public Works Canada and N.W.T. Gov't. Employment Liaison Officer.

1.1.10 Labour  
Requirements  
(cont'd)

The Canada Manpower Centre will identify for the Contractor local residents in the area of the contract who appear to have the qualifications to perform the duties as outlined by the Contractor and the Contractor must show Canada Employment and Immigration Commission just cause in the event these local people are not offered employment.

.3 Liard Highway Project Employment Guidelines

- .1 The prime Contractor and Sub-Contractor will be required to notify the Canada Manpower Centre of all jobs at least two (2) weeks prior to recruiting his work force and the Contractor agrees to recruit his workers outside the Northwest Territories only to the extent that qualified residents are not available. The Canada Manpower Centre will act as the only employment referral agency.
- .2 The prime Contractor will provide for Training-On-The-Job Contracts to be arranged with the Department of Manpower and Immigration for those indigenous Territorial residents who require special assistance in order to fill available jobs.
- .4 Priorities for hiring on the Liard Highway (Mile 34) should be based upon residents in the following areas as of January 1, 1978.
  - Priority 1. Those residents of the area administered by the Fort Simpson Canada Manpower Office and residents of Fort Providence.
  - Priority 2. Those residents of other areas in the Northwest Territories.
  - Priority 3. Those residents of other areas in Canada.



1.1.10 Labour  
Requirements  
(cont'd)

In the event that persons are discharged or leave the job, replacement personnel are to be recruited using the same priorities and employment guidelines. Workers on lay off status will be recalled through the Fort Simpson Canada Manpower Centre.

1.1.11 Employment  
Report

The Contractor shall, no later than the third day of each month, prepare and submit to Public Works Canada a report, showing for each person employed by the Contractor at any time during the previous month, their name, permanent residence, job classification, date hired, and date terminated.

Reporting forms will be supplied by Public Works Canada.

1.1.12 Metric  
Conversion

The Unit Price Table also shows the estimated work quantities in equivalent metric units. The Contractor is hereby advised this is shown for general interest only and is intended as a preliminary step in familiarizing the industry with metric units that will be used on future contracts. The metric units shown are not to be extended or in any way used as a basis for the Contractor's tender.

1.1.13 Co-operation  
With Others

The Contractor is also notified that other construction activities in the vicinity of this project will be in progress during the period of this contract. For such activities, the Contractor shall co-operate to the extent considered reasonable by the Engineer in providing other Contractors and their agents road access through the limits of this project. The winter road access south of Mile 35.5 will also be open for public use.

1.1.14 Additional  
Information

- .1 A cleared trail approximately fifteen (15) feet wide along the proposed haul road from the pit area to the highway will be prepared by others by December 20, 1978. Clearing quantities will include the width of the trail as the Contractor shall dispose of the brush windrow along the trail.
- .2 The three test pits shown on the Plans are open.

Liard Highway, N.W.T.  
Mile 34  
Project 085911

Special Requirements

Division 1  
Section 1  
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1.1.14 Additional  
Information  
(cont'd)

.3 On December 18, 19, and 20, 1978  
Public Works Canada will provide  
transportation from Mile 34 on the Liard  
Highway to the pit area. The interested  
bidders should contact Public Works  
Canada Edmonton Office to make arrange-  
ments for transportation.

1.2.1 Land Use  
Regulations

- .1 The Land Use Permit included in the Specifications was issued to this Department, granting it the authority to carry out the work described in the Specifications and Plans subject to the Territorial Land Use Regulations of the Territorial Land Use Act. The Land Use Permit and the attached Operating Conditions shall be considered part of the Contract Specifications.
- .2 The Contractor's attention is directed to Section 8 of the General Conditions "C" of the Contract and he is hereby advised he will be held fully responsible for all fines and penalties issued against the Department of Public Works as Permittee under the Land Use Permit, and which resulted directly or indirectly from the Contractor's activities on the Project.

1.2.2 Control of  
Materials

Royalties payable to the Crown under the terms of the Territorial Quarrying Regulations for rock, gravel, sand and/or loam are hereby cancelled for the purpose of carrying out work under this Contract.

1.2.3 Measurement of  
Quantities

.1 Linear

All linear measurements shall be based on horizontal distances, except for the measurement of culvert installations as noted elsewhere in these Specifications.

.2 Volume

- .1 In computing volume of excavation and embankment, the average end area method will be used, except as otherwise agreed to by the Contractor and the Engineer.
- .2 When materials are to be measured in the haulage vehicle, the vehicle shall be of a size and type acceptable to the Engineer. Unless approved vehicles are of uniform capacity, each must bear a plainly legible identification mark indicating its specific approved capacity. Loads shall be measured at the point of delivery.
- .3 Material specified for measurement by the cubic yard may be weighed and such weights converted to cubic yards for payment purposes. Factors of conversion will be determined by the Engineer and must be agreed to by the Contractor before such method of measurement of pay quantities will be approved by the Engineer.
- .4 When gallons are specified as a measurement, they shall mean imperial gallons.

1.2.3 Measurement of  
Quantities (cont'd)

.3 Weight

- .1 The term ton shall mean two thousand (2,000) pounds avoirdupois.
- .2 All materials which are specified for measurement by weight shall be weighed on scales of a type and at a location approved by the Engineer. Trucks used shall be weighed empty at such times as the Engineer directs, and each truck shall bear a clearly legible identification mark.
- .3 Weight measurements will be made by a weighmaster provided by the Department using scales and a scale house to be provided by the Contractor. The scales shall be of suitable design and of sufficient capacity to accommodate any vehicle used on the work in a single weighing operation and shall be inspected and tested for accuracy by the Federal Department of Consumer and Corporate Affairs, Weights and Measures Inspection Branch, as often as may be required by the Engineer. The scale house shall be weatherproof and constructed to afford protection for the recording device of the scales. It shall have one sliding window facing the scale platform, one end window, and a shelf desk at least two (2) feet wide and six (6) feet long. Doors shall not open onto the scale platform. The Contractor shall provide adequate lighting and heating.

The furnishing of scales and scalehouse and the inspection and testing of the scales shall be considered incidental to the work under the Contract and will not be measured separately for payment.

1.2.4 Construction  
Interruptions for  
Environmental  
Protection

- .1 The Contractor will be required to temporarily cease operations on certain sections of the Project for reasons of protecting the environment as outlined in Division 1, Section 1, or in the Operating Conditions of the Land Use Permit. The Contractor shall schedule and organize his works so that the maximum of productive work can continue on other sections of the project during the period(s) of constraint.
- .2 When an unscheduled shutdown of the Contractor's operation has been ordered for reasons of protecting the environment, other than those reasons specified in Division 1, Section 1, or for those reasons in the Operating Conditions of the Land Use Permit, and when, in the opinion of the Engineer, productive work cannot be performed on other sections of the project by the equipment affected by the shutdown,

1.2.4 Construction  
Interruptions for  
Environmental  
Protection (cont'd)

payment will be made to the Contractor for equipment and labour standby costs as follows:

.1 Production Equipment Standby

Production Equipment shall include only those units listed in the following group:

motor-scrapers, crawler tractors, front end loaders, motor graders, trucks larger than eight (8) cubic yards, rock drills, compressors and backhoes, draglines and shovels over one-half (1/2) cubic yard. The formula to be applied in determining standby costs for a piece of equipment shall be fifty (50) percent of the current "Alberta Road-Builders Association Rental Rate less the applicable operator wage rate quoted in the Association rate schedule." Such costs will be applicable up to a maximum of 10 hours per day, 5 days per week.

.2 Labour Standby

Labour standby costs will be paid for only those operators assigned to production equipment mentioned above and which have been affected by the shutdown. Measurement for payment will be made in accordance with Section 45 of the General Conditions "C" and shall be based on actual standby wage costs and costs of board and camp operation incurred by the Contractor. The Contractor may be required to present copies of his payroll records to support any labour costs claimed under this section. Payment for board and camp operation may be calculated on the basis of the Unit Price Table Item "Board for Engineer's Staff."

- .3 The proposed payments outlined above for Production Equipment Standby and Labour Standby shall be considered full and final compensation for all costs directly or indirectly incurred by the Contractor because of unscheduled shutdown of his operations for protection of the environment.

1.2.5 Barricades and  
Warning Signs

The Contractor shall, at his own cost, provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals and other signs and take all necessary precautions for the protection of the work and the safety of the public.

1.2.6 Project Signs

The Contractor may be required to erect and maintain a standard Department of Public Works project sign(s) supplied by the Department. Measurement for payment

1.2.6 Project Signs  
(cont'd)

for the erection and maintenance of the sign(s) will be made in accordance with Section 45 of the General Conditions "C".

1.2.7 Layout of Work

The Engineer will set stakes and bench marks establishing the location, alignment and reference elevations for the work. This will generally include the setting out of one set of clearing markers, offset baseline, bench marks, slope stakes and culvert stakes, together with two sets of second grade stakes.

Any restaking resulting from the careless operation of the Contractor will be at the Contractor's own cost.

1.2.8 Maintenance of  
Work During  
Construction

.1 General

The Contractor shall at his own cost maintain all work during construction. The maintenance shall constitute continuous and effective work, prosecuted day by day, with adequate equipment and forces so that the roadway and/or structures are, at all times, kept in a condition satisfactory to the Engineer.

.2 Roadway

- (a) Ruts and ridges caused by machinery or vehicles shall be removed from the completed or partial completed roadway.
- (b) Any portion of the road used for travel shall be kept free of snow.
- (c) Prior to spring thaw, snow shall be removed from the top of the road, including shoulders, for the full length of completed or partially completed construction as directed by the Engineer.

.3 Icing of Culverts

The Contractor shall, at his own cost, thaw out iced culverts to ensure that culverts are functioning during the period of spring break-up. The Department will provide a mobile steamer for this purpose. The Contractor shall be responsible for operating and maintaining this unit and shall return it to the Engineer in good condition upon completing this work.

1.2.9 Use of Roadway  
During Construction

Vehicles of the Government of Canada and the Northwest Territories, or of the Agents or Contractors thereof, will be allowed access within the limits of the project at all times. Unless otherwise

1.2.9 Use of Roadway  
During Construction  
(cont'd)

provided in Division 1, Section 1, the Contractor may close the road to the general public during construction. The Engineer may, however, grant the use of the road to other operators.

1.2.10 Construction  
Camp

The Contractor's camp and service area locations are subject to the approval of the Engineer and shall be set up and operated in accordance with the Government of the Northwest Territories Regulations governing operation of temporary field camps.

The development, maintenance and restoration of the Construction Camp and Service Area shall be considered incidental to the work under the Contract and will not be measured separately for payment.

The Contractor shall make application to the Controller of Water Rights, Department of Indian Affairs and Northern Development, Yellowknife, N.W.T., for authorization for the use of water and disposal of domestic sewage wastes at the camp in accordance with the Northern Inland Waters Act. The Contractor shall obtain this authorization prior to camp start-up.

Untreated sewage shall not be discharged directly or indirectly into natural waters. Depending on camp population, soil conditions, climatic conditions and the duration of the camp at one site, the following generally are acceptable methods of sewage disposal.

- .1 Total underground containment or lagooning by means of:
  - (a) Discharge directly to a suitably cribbed and covered cesspool.
  - (b) Discharge to a suitably cribbed leach pit through a septic tank or through a leach cesspool compartment. The septic tank or leach cesspool compartment is for settlement and digestion and for sludge removal as necessary.
  - (c) Discharge to an underground holding pit (which could be a cesspool, leach pit or tank) of at least one week retention capacity and discharged weekly from there to a lagoon by a portable pump and flex-hose or other suitable arrangement. The lagoon shall be suitably located at least three hundred (300) feet away from the camp being served.

1.2.10 Construction  
Camp (cont'd)

The lagoon shall have a minimum retention period of one (1) year, a liquid depth of six (6) feet to eight (8) feet, a free board minimum of eighteen (18) inches and impervious berms having a ten (10) foot top width and minimum slopes of three to one (3:1). Suitable precautions shall be taken for erosion control.

2. Package treatment plants such as rotating Bio Disc, Physical Chemical Plant, etc.:

The plants are to be sized and operated to produce an effluent of secondary treatment quality. The Contractor shall make every effort to use water-saving fixtures in the camps such as low water-use toilets, urinals, wash basin taps, shower heads, and washing machines.

3. Prior to the installation of the camp and related services, a plan of the layout shall be submitted to the Engineer for approval. Upon being vacated, the construction camp and service areas shall be left in a condition acceptable to the Engineer.

1.2.11 Forest Protection  
and Fire Fighting  
Equipment

- .1 The Contractor shall comply with the requirements for forest protection and fire fighting equipment regulations as outlined in the Land Use Permit and the Forest Protection Ordinance, Chapter 38 of the Revised Ordinances of the Northwest Territories.

- .2 The following fire fighting equipment is required for the construction camp(s):

<u>Equipment</u>	<u>Size of Camp (Men)</u>			
	<u>25</u>	<u>50</u>	<u>75</u>	<u>100</u>
Fire Shovels	5	10	15	20
Axes, boys, 2½ lb.	2	4	6	8
Pulaski Tools	5	10	15	20
Chain Saws	1	1	2	2
Backpack Pumps	5	15	20	20
Power Pumps, 1½" discharge	1	2	2	3
Fire Hose, 1½ standard coupling	1500'	3000'	3000'	4500'
Hose Carrying Bags	3	3	6	9
Water Tank, slip on, 500 gal. capacity movable by truck or crawler tractor	1	1	1	2

The chain saw(s) shall weigh approximately twelve (12) lbs. and be equipped with a sixteen (16) inch bar, tools, fuel, oil, spare spark plugs and carburetor



1.2.11 Forest Protection  
and Fire Fighting  
Equipment (cont'd)

kit.

The power pumps shall be nine (9) horsepower pumps or larger fully equipped with suction hose, coupling auxiliary tanks, nozzles, funnels, spare spark plugs fuel, hose wrenches and other tools.

- .3 Fire fighting equipment shall be stored in a conspicuous place in the camp and used exclusively for fire control. Caches should be appropriately signed
- .4 The Contractor shall designate three (3) persons who will be contacts for the Northwest Lands and Forest Service Field Officer. Prior to commencement of work, the Contractor shall contact the Northwest Lands and Forest Service Field Officer who will instruct the Contractor's "designated persons" so that they will become familiar with the fire regulations, safety precautions and general operating procedures in case of fire.
- .5 The supply of fire fighting equipment shall be considered incidental to the work under the contract and will not be measured separately for payment.

1.2.12 Employment of  
Native People

- .1 Notwithstanding all the terms of Section 27(2) of the General Conditions "C", special arrangements are required for the employment of local residents on this project. The Contractor, prior to recruiting his work force, shall meet with the Manager Canada Manpower Centre, covering the area of the project and advise him of his labour requirements for the project.

The Canada Manpower Centre will identify for the Contractor, local residents in the area of the project who appear to be qualified to perform the duties as outlined by the Contractor and the Contractor must show just cause in event these qualified local people are not offered employment. The Canada Manpower Centre will act as the employment referral agency.

During the progress of the work, the Economic Development Section, Department of Local Government, Government of the Northwest Territories, will make a Liaison Officer available on site to assist the Contractor with any employment arrangements with the local people. The Contractor will maintain contact with Liaison Officers who will provide counselling services as required for employees and their families.

- .2 The Contractor will provide for training on the job

1.2.12 Employment of  
Native People  
(cont'd)

contracts, to be arranged by the Territorial Government, for those indigenous Territorial residents who require special assistance in order to fill available jobs.

1.2.13 Climatic  
Conditions

The Contractor's attention is drawn to the severe climatic conditions at the location of the project. Information regarding the climatic conditions can be obtained from the Department of the Environment.

1.2.14 Environmental  
Briefings

When he has commenced operation of all equipment necessary to perform the work identified as clearing and excavation, and thereafter approximately every three (3) months, the Contractor shall arrange to have all his field staff available for a period of about one hour for environmental briefings. The Contractor shall provide space for the briefings at his camp. The Department will arrange for and bear the cost of having environmental experts available for the briefings. The briefings will be scheduled to fit in with the Contractor's operation (double shift), so as not to require any shutdown of the construction work.

The Department may also have available in the camp, a short photographic slide presentation or movie outlining environmental concerns and precautions to be taken. If such is available, the Contractor shall ensure that all new employees on the work view this presentation as soon after arrival as possible.

The Contractor's Superintendent shall meet with the Engineer and the Land Use Officer prior to commencement of any work under this Contract to review the requirements of the Land Use Permit Operating Conditions, to identify areas of environmental concern, and to establish special procedures and precautions because of such concern.

1.2.15 Schedules

.1 Tender Schedules

Each Bidder shall submit with his tender a schedule in bar chart form covering excavation, gravel, structural plate culverts, and temporary bridge structures and showing the calendar dates on which activities on each of those items will take place for each five-mile section of the Contract. This schedule must clearly demonstrate that the Bidder has examined all of the requirements of these Specifications, has examined the site conditions, has made himself aware of the access problems to the site and is aware of schedule limitations which may be brought about by climatic conditions or environmental requirements.

1.2.15 Schedules  
(cont'd)

.2 Construction Schedule

After notification of award of Contract, the Contractor must prepare a detailed Construction Schedule showing the calendar time planned for clearing, roadway and borrow excavation, temporary bridge construction, traffic gravel and installation of corrugated steel pipe and corrugated structural plate pipe on the basis of a mile by mile identification for the total length of the Contract. The schedule must meet the requirements of any milestone dates outlined in Division 1, Section 1.

There will be no payment of progress claims until the Construction Schedule is received in a form acceptable to the Engineer.

9.1.1 Description

This item consists of the removal and disposal, in accordance with these Specifications, of trees, brush, stumps, logs and other surface debris from within the highway right-of-way, haul roads, borrow pits, disposal areas, gravel pits and other areas shown on the Plans or designated by the Engineer.

9.1.2 Materials

Not applicable.

9.1.3 Construction

Clearing shall consist of the removal and disposal of all items mentioned in Article 9.1.1, except for trees and shrubs that are designated for preservation. These trees and shrubs shall be protected from scarring, barking or other injury during the construction operations. Dangerous trees and snags overhanging the right-of-way and leaners along the edge of all cleared areas shall be removed. Shrubs and brush less than three (3) feet in height will not require cutting.

.1 Machine Clearing

The Engineer will designate the areas which may be cleared by machine. Machine Clearing will generally be permitted for the clearing of borrow pits and for the clearing of the right-of-way and haul roads where roadway excavations are proposed.

.2 Hand Clearing

Hand Clearing shall be performed on areas designated by the Engineer and shall consist of cutting to within eight (8) inches of original ground surface, all trees and brush. Generally hand clearing will be confined to the right-of-way, offtake ditches and haul roads.

Hand Clearing shall be carried out in a manner that will not damage the existing insulation of organic material. The use of machinery to pile and dispose of the clearing debris will only be permitted over frozen ground conditions.

.3 Debris Piles

Debris piles consisting of trees, rubbish and/or organic materials existing from previous clearing operations shall be removed and disposed of by the Contractor.

.4 Disposal

All clearing debris shall be disposed of as directed by the Engineer. Generally the disposal of right-of-way debris will consist of burning and placing

9.1.3 Construction  
(cont'd)

of any unburned debris in disposal pits or disposal areas designated and/or approved by the Engineer. For the clearing of borrow pits, the Contractor will generally be permitted to place the clearing debris into a section of the pit where excavation is completed or along the outside edge of the pit and to flatten, cover with waste excavation and trim such debris to a condition acceptable to the Engineer.

In specific areas, the Engineer may permit or direct that trees from the hand-cut clearing operation be laid into a uniform mat within the limits of future embankment.

.5 Right-of-Way Clearing Limits

Generally the right-of-way will be cleared to a width of one hundred (100) feet or wider, if required, to provide a minimum of fifteen (15) feet from the toe of embankment or from the top of excavation backslope to the edge of the clearing.

.6 Progress of Work

Except as may otherwise be approved or directed by the Engineer, borrow pit areas shall not be cleared in advance of excavation by more than one (1) week. The clearing within the right-of-way shall be completed at least one-half (1/2) mile in advance of the grading operation.

Where portions of the right-of-way have previously been cleared by others, the Contractor shall advise the Engineer no later than October 1st of each year of the section of anticipated embankment construction to take place between October 1st and April 15th.

9.1.4 Measurement

The quantity of CLEARING to be measured for payment shall be the number of acres acceptably cleared in accordance with these Specifications.

The removal of stumps and remaining clearing debris on areas cleared by others shall be considered incidental to the clearing operation and will not be measured separately for payment.

Earth material removed along with the clearing debris during the clearing disposal shall be considered incidental to the clearing operation and will not be measured separately for payment.

9.2(a).1 Description

This item consists of excavating, loading, hauling within the freehaul distance, placing or disposing and trimming of all Roadway and Borrow Excavation materials. The work is to be carried out in accordance with these Specifications and to the lines and grades shown on the Plans or as designated by the Engineer.

9.2(a).2 Materials

.1 Excavation Rock

Excavation Rock is defined as:

- (a) Material excavated from solid masses of igneous sedimentary or metamorphic rock which, prior to its removal, was integral with its parent mass.
- (b) Boulder or rock fragments measuring in volume two (2) cubic yards or more.

.2 Excavation Common

Excavation Common shall consist of all other materials of whatever nature, including dense tills, hardpan and frozen materials that do not come under the classification of Excavation Rock.

9.2(a).3 Construction

.1 Roadway Excavation

- (a) Roadway Excavation will include excavation required for construction of contiguous roadway ditches, embankments, installation of culverts, and the removal and disposal of unsuitable materials.
- (b) All suitable materials excavated shall be placed in roadway embankments except as otherwise directed by the Engineer. The embankment shall be constructed in accordance with Division 9, Section 4.
- (c) All materials which in the opinion of the Engineer are unsuitable for embankments will be disposed of at locations and in a manner as directed by the Engineer.
- (d) All roadway excavation shall be carried out in a manner so as to minimize disturbance to the natural ground cover on adjacent areas.
- (e) Trimming of all excavation surfaces shall be done in a neat and workmanlike manner. Roadway excavations shall not vary from the grades shown on the Plans or as designated by the Engineer by more than two-tenths (2/10) of a foot. In addition the difference between the constructed grade and the designated grade, within any one hundred (100) foot length of roadway, shall not vary by more than one-tenth (1/10) of a foot.

9.2(a).3 Construction  
(cont'd)

- (f) Where the subgrade is in transition from excavation to embankment, sub-excavation will be carried out in the transition area in accordance with the Plans or as designated by the Engineer.
- (g) Where unsuitable material is encountered at the grade level of a cut, the sub-grade shall be sub-excavated to the depth staked by the Engineer.
- (h) Where suitable material is encountered at the grade level of a cut, scarifying to a minimum depth of eight (8) inches below sub-grade will be performed prior to shaping and compaction.
- (i) If during excavation, material appearing to conform to the classification of Excavation Rock is encountered, the Contractor shall notify the Engineer and shall provide ample opportunity for the Engineer to investigate and to make such measurements as are necessary to determine the volume of material in question.
- (j) Rock which cannot be ripped, shall be drilled and blasted in such a manner that all material excavated will be usable for embankment construction.
- (k) Where solid rock is encountered at the grade level of a cut, the subgrade shall be sub-excavated as shown on the Plans and back-filled with material designated by the Engineer.
- (l) Rock slopes shall be scaled down removing boulders and rock fragments to form stable slopes.

.2 Borrow Excavation

- (a) The Engineer will designate and approve all borrow sources and haul roads. Haul roads from borrow pits will consist of one (1) two-way road having a maximum surface width of thirty-two (32) feet or two (2) one-way haul roads each having a maximum surface width of twenty (20) feet. The haul roads will generally be doglegged so that only a short section of the haul road is visible from the highway.
- (b) Drill logs in the vicinity of potential borrow sources have been indicated on the Plans. This information has been provided to give the Contractor an appreciation of the general type of material to be encountered in borrow sources and the general spacing of such borrow-

9.2(a).3 Construction  
(cont'd)

sources. The actual location, dimensions and depths for excavation of borrow sources will be designated in the field by the Engineer.

- (c) Slopes of the excavated borrow pits shall not be steeper than two to one (2:1) for Excavation Common and one-quarter to one (1/4:1) for Excavation Rock, unless otherwise directed by the Engineer.
- (d) Unsuitable materials excavated from borrow pits will generally be disposed of by placing it as designated by the Engineer immediately adjacent to the borrow pit in such a location as not to interfere with the natural ground drainage or drainage from or into the borrow pit. The disposed of material will be trimmed as directed by the Engineer. For certain borrow excavations the Engineer may direct that all or part of the unsuitable material be placed back into the excavated area upon completion of the borrow excavation.
- (e) If during excavation, material appearing to conform to the classification of Excavation Rock is encountered, the Contractor shall notify the Engineer and shall provide ample opportunity for the Engineer to investigate and to make such measurements as are necessary to determine the volume of material in question.
- (f) Rock which cannot be ripped shall be drilled and blasted in such a manner that all materials excavated will be usable for embankment construction.

9.2(a).4 Measurement

- .1 The quantity of EXCAVATION COMMON to be measured for payment shall be the number of cubic yards of material in its original position, acceptably excavated and placed in accordance with these Specifications.

Original cross sections will be taken after the clearing is completed.

Scarifying as specified in Article 9.2(a).3.1(h) shall be considered incidental to the roadway and borrow excavation operation and will not be measured separately for payment.

- .2 The quantity of EXCAVATION ROCK to be measured for payment shall be the number of cubic yards of material in its original position acceptably excavated and placed in accordance with these Specifications.



9.2(a).4 Measurement  
(cont'd)

Original cross sections will be taken on top of the exposed rock surface.

- .3 There will be no measurement for payment for material excavated beyond the lines shown on the Plans or as staked by the Engineer except in roadway rock excavations, where in the opinion of the Engineer unavoidable over-break occurs. Measurement for payment will be made for the actual quantity involved provided the over-break does not exceed ten (10) percent of the actual quantity within the lines and grades as staked by the Engineer between the established one-hundred (100) foot station intervals where the over-break occurs. Materials in excess of the allowable over-break when placed in the embankment, will be measured for payment as Excavation Common. Materials in excess of the allowable over-break and not placed in the embankment, will not be measured for payment.
- .4 Where the Engineer directs that unsuitable material from a borrow pit be placed back into the excavated area after completion of the borrow excavation, this work will be measured for payment in accordance with Section 45 of the General Conditions "C".
- .5 The removal and disposal of all roots, stumps, surface debris and other unsuitable materials shall be considered incidental to the measurement made for Roadway and Borrow Excavation.

9.8.1 Description

This item consists of excavating, screening or otherwise removing oversize material from gravel and loading, hauling and placing the material on the road or in stockpile(s) in accordance with these Specifications or as directed by the Engineer.

9.8.2 Materials

Traffic Gravel will consist of either screened gravel or pit run gravel.

.1 Screened Gravel - 3" Minus

The material shall consist of screened gravel of clean, hard particles, free from clay lumps, cementation and organic or other deleterious material and shall meet the following gradation requirement:

<u>Sieve No.</u>	<u>Percent Passing (By Weight)</u>
3"	100%
No. 4	30-70
No. 200	3-10

.2 Pit Run Gravel

The material shall consist of pit run gravel of clean, hard particles free from clay lumps, cementation and organic or other deleterious material. All oversize material shall be removed at the source or at the road. Material exceeding three (3) inches in dimension is classified as oversize material.

9.8.3 Construction

- .1 Clearing of material source area(s), haul road(s) and stockpile site(s) shall be in accordance with Division 9, Section 1.
- .2 Excavation and disposal of material overlaying the gravel source and the construction of haul road(s) and/or stockpile site(s) shall be in accordance with Division 9, Section 2(a) or 2(b) and Section 4.
- .3 To minimize the amount of oversize material hauled to the road, the Contractor shall select and sort out the pit run gravel material at the source.
- .4 Before gravel can be placed either on the road or in stockpile(s), approval must be received from the Engineer.
  - (a) For placement of gravel on the road, the roadbed surface shall be smooth riding and free from potholes and ruts. Scarifying and

9.8.3 Construction  
(cont'd)

blading shall be performed as directed by the Engineer.

- (b) Hauling equipment shall be directed over the full width of the traffic lanes to ensure uniform compaction of the roadway surface.
- (c) The gravel shall be dumped and spread uniformly on the roadbed surface at the rate specified by the Engineer.
- (d) When gravel is used to backfill sub-excavated areas, or for backfill material around culverts, the backfill operation shall be in accordance with Division 9, Section 4.
- (e) Stockpile site(s) shall be firm and level and clean of all deleterious material. The stockpile(s) shall be shaped as directed by the Engineer and constructed in layers not exceeding three (3) feet in depth over the entire stockpile area. Stockpiles shall be kept free of snow and ice during the stockpiling operation.

9.8.4 Measurement

- .1 The quantity of SCREENED GRAVEL to be measured for payment, shall be the number of tons of material acceptably placed on the road or in the designated stockpile(s) in accordance with these Specifications.
- .2 The quantity of PIT RUN GRAVEL to be measured for payment, shall be the number of tons of material acceptably placed on the road or in the designated stockpile(s) in accordance with these Specifications.
- .3 The quantity of GRAVEL HAUL to be measured for payment shall be the number of ton miles of gravel haul for traffic gravel acceptably placed in accordance with these Specifications.

The quantity will be computed by multiplying the weight of the material in tons, or fractions thereof, by the haul distance measured in miles, or fractions thereof, along the designated route between the point of loading and the designated delivery point.

- .4 Removal from the road surface and disposal of oversize pit run material shall be considered incidental to the traffic gravel operation and will not be measured separately for payment.
- .5 Clearing, excavation of overburden and construction of haul roads and/or stockpile sites will be measured for payment in accordance with the appropriate

9.8.4 Measurement  
(cont'd)

Unit Price Table Items.

- .6 Preparation of the roadbed surface, maintenance of haulroads, and removal of snow and ice as specified in Article 9.8.3.4(e) shall be considered incidental to the traffic gravel operation and will not be measured separately for payment.
-

9.14.1 Description

This item consists of supplying and/or delivering, setting up, operating, maintaining and dismantling the Engineer's Camp and supplying of meals, linen and cleaning services in accordance with these Specifications.

9.14.2 Accommodation

The Engineer's Camp will be for the exclusive use of the Engineer and his staff for the duration of the work.

- .1 The Engineer's Camp will generally consist of the following trailer units: one office trailer, sleeper trailers, one ablution trailer and one recreation trailer.
  - (a) The trailers specified in Article 9.14.2.1 above shall be placed into a self-contained unit joined by a minimum four (4) feet wide walkway having the same floor elevation as the trailers. The walkway shall be weather-proof, insulated and adequately heated. The layout shall be subject to the Engineer's approval.
  - (b) All the trailers specified in Article 9.14.2.1 above shall be adequately blocked and weather skirted for winter operation.
- .2 In addition to the trailer units specified in Article 9.14.2.1, the Engineer's Camp will consist of:
  - (a) One (1), only, unheated but weathertight storage shed, a minimum of eight (8) feet by twelve (12) feet and equipped with one locking door and one interior light. The storage shed shall be placed near the Engineer's camp and will be for the Engineer's exclusive use.
  - (b) Five (5) parking places for vehicles complete with five (5) exterior electrical outlets shall be provided near the office trailer for the exclusive use of the Engineer and his staff.
- .3 The Engineer's Camp shall be set up and ready for occupancy at the same time as the Contractor's camp.
- .4 The Contractor shall be responsible for the operation, repair and maintenance of the trailers, buildings and facilities in the Engineer's Camp.
- .5 The Contractor shall dismantle, move and re-establish the Engineer's Camp whenever he moves his own camp.

9.14.2 Accommodation  
(cont'd)

- .6 The Contractor shall dismantle the Engineer's camp upon completion of the work and shall restore the camp area(s) to a condition satisfactory to the Engineer.
- .1 The Contractor shall provide all equipment, supplies and labour required to provide the Engineer's staff meals and services of the same quantity and quality as provided for the Contractor's staff.
- .2 The Contractor shall clean trailers daily and change the linen weekly or whenever a change in personnel occurs. "Linen" shall consist of three (3) blankets, two (2) sheets, one (1) pillow, one (1) pillow cover and two (2) towels for each occupant.
- .3 A water and sewer system shall be provided by the Contractor for the Engineer's Camp or the Contractor shall connect the Engineer's ablution trailer to his own system. The Contractor must include the Engineer's trailer units in his application under the Northern Inland Waters Act.
- .4 A steady and dependable source of electric power shall be supplied by the Contractor. The Contractor shall connect all trailers, buildings and exterior outlets to this source.
- .5 The Contractor shall supply all the fuel requirements for the camp and shall see that each heating unit is kept supplied with fuel and is in good operating condition.

9.14.3 Measurement

- .1 The quantity of the ENGINEER'S CAMP to be measured for payment shall be as a Unit for the acceptable accommodation in accordance with these Specifications.
- .2 The quantity of ENGINEER'S BOARD to be measured for payment shall be the number of mandays and fractions thereof that the Engineer's staff is acceptably provided with meals and other related services in accordance with these Specifications.

All part days shall be calculated to the nearest one-third (1/3) based on the number of meals taken by each member of the Engineer's staff.

These Articles of Agreement made in duplicate this \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_

## Between

**Her Majesty the Queen**, in right of Canada (referred to in the documents forming the contract as "Her Majesty") represented by the Minister of Public Works (referred to in the documents forming the contract as "the Minister")

and

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

Witness that Her Majesty and the Contractor covenant and agree as follows:

## Article I

The Contractor will between the date of these Articles of Agreement and

in a careful and workmanlike manner execute the following work;

which work is more particularly described in the documents that are attached hereto, entitled "Plans and Specifications" and marked "A" (referred to in the documents forming the contract as the "Plans and Specifications") at the place and in the manner therein set out.



## Article II

- (1) Her Majesty will pay to the Contractor as consideration for the execution of the portion of the work to which the fixed price arrangement is applicable the sum of \$ \_\_\_\_\_ (subject to any additions or deductions provided for in these Articles, the General Conditions, the Terms of Payment, or the Labour Conditions except any addition or deduction which is expressly stated to be applicable only to a unit price arrangement), at the times and in the manner set out or referred to in the document that is attached hereto entitled "Terms of Payment" and marked "B" (referred to in the documents forming the contract as the "Terms of Payment").
- (2) (a) Her Majesty will pay to the Contractor as consideration for the execution of the portion of the work to which the unit price arrangement is applicable a sum equal to the number of units of measurement of each class of labour, plant or material actually performed, used or supplied by the Contractor in the execution of the work as measured by the Engineer and set out in the Engineer's Final Certificate of Measurement multiplied by the price for each such unit of measurement as set out in the Unit Price Table as added to or amended in accordance with paragraphs (b), (c) and (d) of this Article or as, in a proper case, determined in accordance with paragraphs (e) of this Article (such sum being subject to any additions or deductions provided for in the General Conditions, Terms of Payment, Labour Conditions, except any addition or deduction which is expressly stated to be applicable only to a fixed price arrangement) at the times and in the manner set out or referred to in the document that is attached hereto entitled "Terms of payment" and marked "B" (referred to in the documents forming the contract as the "Terms of Payment").
- (b) The Engineer and the Contractor may by agreement in writing add to the Unit Price Table classes of labour, plant or material together with units of measurement, prices per unit and estimated quantities therefor where any labour, plant or material which will be included in the Engineer's Final Certificate of Measurement is not included in any class of labour, plant or material set out in the Unit Price Table.
- (c) The Engineer and the Contractor may by agreement in writing amend the price per unit set out in the Unit Price Table for any class of labour, plant or material included therein where an estimated quantity is set out therein for that class of labour, plant or material, if the Engineer's Final Certificate of Measurement shows or will show that the total quantity of that class of labour, plant or material performed, used or supplied by the Contractor in executing the work is less than 85% of that estimated quantity.
- (d) The Engineer and the Contractor may by agreement in writing amend the price per unit set out in the Unit Price Table for any class of labour plant or material included therein where an estimated quantity is set out therein for that class of labour, plant or material, by establishing a price per unit for units of that class of labour, plant or material performed, used or supplied by the Contractor in executing the work which are in excess of 115% of that estimated quantity.





**Article II (Cont'd)**

- (e) Where the Engineer and the Contractor do not agree as contemplated in paragraphs (b), (c) and (d) of this Article the Engineer shall determine the class of and the unit of measurement of the labour, plant or material involved and the price per unit therefor shall be determined in accordance with section 46 of the General Conditions.
- (f) For the information and guidance of the Contractor and the persons administering the contract on behalf of Her Majesty, but not so as to constitute a warranty, representation or undertaking of any nature, either by Her Majesty to the Contractor or by the Contractor to Her Majesty, it is estimated that the total amount payable by Her Majesty to the Contractor for the portion of the work to which the unit price arrangement is applicable will not exceed \$
- (3) Subsection (1) of this Article is not applicable where the unit price arrangement applies to the whole of the work.
- (4) Subsection (2) of this Article is not applicable where the fixed price arrangement applies to the whole of the work.
- (1) Subject to subsections (2) and (3) of this Article, the document attached hereto, entitled "General Conditions" and marked "C" (referred to in the documents forming the contract as the "General Conditions"), the document attached hereto entitled "Labour Conditions" and marked "D" (referred to in the documents forming the contract as the "Labour Conditions"), the document attached hereto and entitled "Insurance Schedule" and marked "E" (referred to in the documents forming the contract as the "Insurance Schedule"), the "Plans and Specifications", the "Terms of Payment" and these Articles of Agreement all form part of the contract between Her Majesty and the Contractor.
- (2) Any of the provision of these Articles, the Terms of Payment and the General Conditions which are expressly stated to be applicable only to a unit price arrangement are not applicable to the whole or to the portion of the work to which the fixed price arrangement is applicable.
- (3) Any of the provisions of these Articles, the Terms of Payment and the General Conditions which are expressly stated to be applicable only to a fixed price arrangement are not applicable to the whole or to the portion of the work to which the unit price arrangement is applicable.



**Article IV**

The amount of \$ \_\_\_\_\_, that has been deposited with the Minister by the Contractor as a security deposit for the due fulfilment of the contract will be dealt with in accordance with the provisions concerning security deposit in the General Conditions.

The Contractor has furnished and Her Majesty accepts a Performance Bond, (insert details – name of Company, amount, date, etc.)

and a Labour and Material Payment Bond, (insert details – name of Company, amount, date, etc.)

with respect to the execution of the work by the Contractor, which bond or bonds shall operate according to their tenor. The Contractor shall post on the site of the work a notice that a Labour and Material Payment Bond is in force together with the name and address of the surety thereunder, definition of those persons protected thereunder and an outline of the procedure for submitting a claim thereunder.

**Article V**

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



**Article VI**

- (1) Her Majesty and the Contractor agree that the following table is the Unit Price Table for the purposes of the contract:

Column 1	Column 2	Column 3	Column 4
Class of labour plant or material	Unit of Measurement	Price per Unit	Estimated quantity

- (2) The Unit Price Table set out in subsection (1) designates the portion of the work to which the unit price arrangement is applicable.
- (3) The portion of the work which does not fall within subsection (2) of this Article is the portion of the work to which the fixed price arrangement is applicable.



EXECUTED ON BEHALF OF HER MAJESTY on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
DEPUTY MINISTER  
(Name to be printed or stamped)

in the presence of \_\_\_\_\_  
WITNESS

DEPUTY MINISTER

and countersigned by

\_\_\_\_\_  
SECRETARY  
(Name to be printed or stamped)

in the presence of \_\_\_\_\_  
Witness

SECRETARY

SEALED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
on behalf of \_\_\_\_\_ by \_\_\_\_\_  
(Name of Contractor)

(Name and Status of Authorized Signing Officer in block letters)

SIGNATURE OF AUTHORIZED SIGNING OFFICER

(Name and Status of Authorized Signing Officer in block letters)

SIGNATURE OF AUTHORIZED SIGNING OFFICER

Seal of  
Company

SEALED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
on behalf of \_\_\_\_\_ by \_\_\_\_\_  
(Name of Contractor)

in the presence of \_\_\_\_\_  
WITNESS TO SIGNATURE OF

(Name of Person signing in right hand column)

SIGNATURE OF PARTNER OR SOLE OWNER

Seal

in the presence of \_\_\_\_\_  
WITNESS TO SIGNATURE OF

(Name of Person signing in right hand column)

SIGNATURE OF PARTNER

Seal

N.B. The attention of the Contractor is drawn to the following Statutory provision:

"It is a term of every contract providing for the payment of any money by Her Majesty that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment." (Section 33, Financial Administration Act, R.S.C. 1970, F.10).



This document is the document referred to as "Terms of Payment" and marked "B" in the Articles of Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, between Her Majesty the Queen and

**Signatures**

Minister \_\_\_\_\_

Contractor \_\_\_\_\_

**Amount Payable – General**

1. Her Majesty will pay to the Contractor at the times and in the manner hereinafter set out the amount by which

- (a) the aggregate of the amounts described in section 2 of the Terms of payment exceeds
- (b) the aggregate of the amounts described in section 3 of the Terms of Payment

and the Contractor will accept the payment as full consideration for everything furnished and done by him in respect of the work.

**Amounts Payable to the Contractor**

2. (1) the amounts referred to in paragraph (a) of section 1 of the Terms of Payment are:

- (a) the amount set out in Article II of the Articles of Agreement;
- (b) the amount, if any, payable to the Contractor pursuant to section 12 of the General Conditions relating to unexpected soil conditions, neglect or delay;
- (c) the amount, if any, payable to the Contractor on account of a suspension of work pursuant to section 18 of the General Conditions;
- (d) the amount, if any, payable to the Contractor pursuant to section 37 of the General Conditions relating to work not required to be done under the contract but done by the Contractor under order of the Engineer;
- (e) the amount, if any, payable to the Contractor by reason of an order or change pursuant to section 38 of the General Conditions; and
- (f) the amount, if any, payable to the Contractor pursuant to section 39 of the General Conditions relating to cooperation with other contracting persons and workmen.

(2) Paragraph (e) of subsection (1) is applicable only to a fixed price arrangement.



**Amounts Payable to  
Her Majesty**

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3. (1) The amounts referred to in paragraph (b) of section 1 of the Terms of Payment are:
- (a) the amount, if any, which the Contractor is liable to pay to Her Majesty pursuant to section 14 of the General Conditions relating to damage to Her Majesty's material, plant and real property;
  - (b) in the event of delay in completing the work the amount payable to Her Majesty pursuant to section 15 of the General Conditions;
  - (c) the amount, if any, paid by Her Majesty in satisfaction of obligations of the Contractor or a subcontractor pursuant to section 21 of the General Conditions or pursuant to the Labour Conditions;
  - (d) the amount, if any, payable by the Contractor to Her Majesty pursuant to section 36 of the General Conditions relating to matters done by Her Majesty which the Contractor refused or failed to do;
  - (e) the amount, if any, by which the cost of the work to the Contractor was decreased by reason of dispensations or changes pursuant to section 38 of the General Conditions; and
  - (f) the amount referred to in subsection (1) of section 43 of the General Conditions relating to municipal permits if the Contractor is in breach of subsection (3) of the said section.
- (2) Paragraph (e) of subsection (1) is applicable only to a fixed price arrangement.

**Time of Payment**

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4. (1) For the purposes of this section "Payment Period" means an interval of thirty days or such other interval as the Contractor and the Engineer agree upon.
- (2) The Contractor shall upon the expiration of a Payment Period deliver to the Engineer a Progress Claim in writing and shall describe therein any portion of the work completed and any materials delivered to the site of the work but not incorporated into the work during the Payment Period in respect of which the Progress Claim is made.
- (3) Within 14 days of receipt by the Engineer of the Progress Claim the Engineer shall inspect the portion of the work and the material described therein and shall issue a Progress Report, which may take the form of an endorsement of the Progress Claim, indicating the value of the portion of the work and the materials described in the Progress Claim which meet with his satisfaction and which, in his opinion, have been completed or delivered in accordance with the contract and which are not included in any other Progress Report.
- (4) Thirty days after the expiration of the fourteen days referred to in subsection (3) and if the Contractor has made and delivered to the Engineer his Statutory Declaration deposing to the fact that as at the date of the immediately preceding Progress Claim, if any, all his lawful obligations to subcontractors, workmen and suppliers of material in respect of the work are fully discharged, an amount equal to 95% of the value of the work and materials as shown in the Progress Report shall become due and be payable by Her Majesty to the Contractor but where a Labour and Material Payment Bond has not been furnished by the Contractor, the amount payable under this subsection shall be an amount equal to 90% of the value of the work and materials as shown in the Progress Report.



**Time of Payment (Cont'd)**

(5) Upon the expiration of 60 days from the date of issuance of an Interim Certificate of Completion under subsection (2) of section 40 of the General Conditions and if the Contractor has made and delivered to the Engineer his Statutory Declaration deposing to the fact that all his lawful obligations to subcontractors, workmen and suppliers of material in respect of the work are fully discharged, the amount described in section 1 of the Terms of Payment less the aggregate of

- (a) all payments made pursuant to subsection (4);
- (b) an amount equal to double the cost to Her Majesty of completing the items and doing the things described in the Interim Certificate of Completion which, in the opinion of the Engineer, are brought about by defects and faults in the work; and
- (c) an amount equal to the cost to Her Majesty of completing the items and doing the things described in the Interim Certificate of Completion other than items or things to which paragraph (b) applies;

shall become due and be payable by Her Majesty to the Contractor.

(6) Upon the expiration of 60 days from the date of issuance of a Final Certificate of Completion under subsection (1) of section 40 of the General Conditions and if the Contractor has made and delivered to the Engineer his Statutory Declaration deposing to the fact that all his lawful obligations and lawful claims against him, arising out of the execution of the work, have been discharged and satisfied, the amount described in section 1 of the Terms of Payment less the aggregate of

- (a) all payments made pursuant to subsection (4); and
- (b) all payments made pursuant to subsection (5);

shall become due and be payable by Her Majesty to the Contractor.

**Progress Report and Payment thereunder not binding on Her Majesty**

5. Neither a Progress Report nor a payment by Her Majesty pursuant to the Terms of Payment shall be construed as evidence that the work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

**Delay in Making Payment**

6. Delay by Her Majesty in making payment when it becomes due and is payable pursuant to the Terms of Payment shall be deemed not to be a breach of the contract by Her Majesty but such delay shall, if the payment involved is payable pursuant to subsection (4) of section 4 of the Terms of Payment and if the delay continues for more than 15 days, entitle the Contractor to interest on the amount overdue and Her Majesty will, when making payment of the amount overdue, pay to the Contractor interest on the amount overdue, calculated for the period of the said delay at 1½% plus the average accepted tender rate of Government of Canada three-month treasury bills, as announced each week by the Bank of Canada on behalf of the Minister of Finance, which rate shall be that which is announced immediately preceding the date on which payment was originally due the Contractor.



**Right of Set-off**

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7. (1) Without restricting any right of set-off given or implied by law, Her Majesty may set-off against any amount payable to the Contractor under the contract, any amount payable to Her Majesty by the Contractor under this contract or under any current contract and without restricting the generality of the foregoing Her Majesty may when making payment pursuant to section 4 of the Terms of Payment deduct from the amount payable any amount which is then payable to Her Majesty by the Contractor under the contract or which, by virtue of the right of set-off, may be retained by Her Majesty.
- (2) For the purposes of this section "current contract" means;
- (a) a contract between Her Majesty and the Contractor under which the Contractor has an undischarged obligation to perform or supply work, labour or materials, or
  - (b) a contract between Her Majesty and the Contractor in respect of which Her Majesty has since the date on which these Articles of Agreement were made exercised the right to take the work, the subject of that contract, out of the Contractor's hands.

**Payment in Event of  
Termination**

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8. In the event that the contract is terminated pursuant to section 19 of the General Conditions Her Majesty will as soon as is practicable under the circumstances pay to the Contractor the amount, if any, payable to the Contractor pursuant to that section.





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This document is the document referred to as "General Conditions" and marked "C" in the Articles of Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, between Her Majesty the Queen and

**Signatures**

Minister \_\_\_\_\_

Contractor \_\_\_\_\_

**Interpretation**

1. (1) In the contract

(a) "Engineer" means the \_\_\_\_\_

of \_\_\_\_\_

of the Government of Canada, and includes a person specially authorized by him to perform on his behalf any function under the contract;

(b) "herein", "hereby", "hereof", "hereunder" and similar expressions refer to the contract as a whole and not to any particular subdivision or part thereof;

(c) "material" includes all materials, commodities, articles and things required to be furnished under the contract for incorporation in the work;

(d) "Minister" includes a person acting for, or if the office is vacant, in the place of such Minister, under the authority of an order of the Governor General of Canada in Council, and also his successors in the office, and his or their lawful deputy;

(e) "plant" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the work;

(f) "security deposit" means the security given by the Contractor to Her Majesty in accordance with the contract;

(g) "subcontractor" means a person, firm or corporation to whom or to which the Contractor has, pursuant to section 4 of the General Conditions and with the consent of the Engineer, subcontracted the whole or any portion of the work;

(h) "superintendent" means the employee of the Contractor who is designated by the Contractor as being in full charge of the field operations of the Contractor for the purposes of the contract; and

(i) "work" includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the contract.



**Interpretation (Continued)**

(2) The marginal notes in the contract form no part of the contract but shall be deemed to be inserted for the convenience of reference only.

(3) Unless the context otherwise requires, where in the contract reference is made to a subsection or paragraph, the reference shall be deemed to be a reference to a subsection or paragraph of the section or subsection, as the case may be, in which the reference is made.

(4) 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 shall govern.

(5) In interpreting the Plans and Specifications –

(a) in the event of discrepancies or conflicts between the Plans and Specifications, the Specifications shall govern;

(b) in the event of discrepancies or conflicts between the Plans, the Plans drawn with the largest scale shall govern; and

(c) in the event of discrepancies or conflicts between figured dimensions and scaled dimensions, the figured dimensions shall govern.

**Successors and Assigns**

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

**Assignment of Contract**

3. The contract may not be assigned without the written consent of the Minister.

**Subcontracting by Contractor**

4. (1) Neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the Engineer.

(2) Every subcontracting by the Contractor shall provide that the subcontractor shall comply with all terms and conditions of this contract which can reasonably be applied to his undertaking.

**Description of Work  
All-Inclusive**

5. The description of the work and material set out in the contract includes not only the particular kind of work and material mentioned but also all labour, plant and material necessary for the full execution, completion and delivery ready for use of the work and material.

**No Implied Obligations**

6. No implied obligation of any kind by or on behalf of Her Majesty shall arise from anything in the contract, and the express covenants and agreements herein contained and made by Her Majesty are and shall be the only covenants and agreements upon which any rights against Her Majesty are to be founded; and, without limiting the generality of the foregoing, the contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work and made prior to the date of the contract.

**Time of Essence**

7. Time is of the essence of the contract.



**Indemnification by Contractor**

8. (1) Except as provided in Section 9 of the General Conditions, the Contractor shall indemnify and save harmless Her Majesty from and against all claims, demands, losses, costs, damage, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor in executing the work under the contract or to an infringement or an alleged infringement by the Contractor of a patent of invention.
- (2) For the purposes of subsection (1), "activities" includes an act improperly carried out, an omission to carry out an act and a delay in carrying out an act.

**Indemnification by Her Majesty**

9. Her Majesty shall indemnify and save harmless the Contractor from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract which are directly attributable to
- (a) lack of or a defect in, title or an alleged lack of or defect in, title to the site of the work; or
- (b) an infringement or an alleged infringement of any patent of invention in executing anything for the purposes of the contract, the model, plan or design of which was supplied by Her Majesty to the Contractor.

**Members of House of Commons not to Benefit**

10. No Member of the House of Commons shall be admitted to any share or part of the contract or to any benefit arising therefrom.

**Notices, Orders, etc., to Contractor**

11. (1) Notices for the purposes of paragraph (a) of subsection (1) of section 16, section 18 and section 19 of the General Conditions shall be in writing and shall
- (a) be delivered to the Contractor in person or, if the Contractor is a corporation or partnership, be delivered to a senior administrative or executive officer of the corporation or partnership, or
- (b) sent by mail to the Contractor or his superintendent addressed to the address mentioned in the contract,
- and if any question arises as to whether any such notice was communicated to the Contractor it shall be deemed to have been sufficiently communicated to him
- (c) if it was delivered pursuant to paragraph (a), on the day it was delivered, and
- (d) if it was sent by mail pursuant to paragraph (b), on the day it was received by the Contractor or on the sixth day after it was mailed, whichever is earlier.
- (2) Any notice, order, direction, decision or communication other than a notice to which subsection (1) refers, which may be given to the Contractor pursuant to the contract may be given in any manner, but it shall be deemed to have been sufficiently communicated to the Contractor if it was put in writing and the writing was
- (a) delivered to the Contractor in person or, if the Contractor is a corporation or partnership was delivered to a senior administrative or executive officer of the corporation or partnership,



**Notices, Orders, etc.,  
to Contractor (Continued)**

- (b) delivered to the Contractor's superintendent,
- (c) left at the Contractor's office or, if he has more than one office, at one of them, or
- (d) sent by mail to the Contractor or his superintendent addressed to the address mentioned in the contract or to the Contractor's last known place of business or residence.

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

12. (1) No payment will be made by Her Majesty to the Contractor in addition to the payment expressly promised by the contract on account of any extra expense, loss or damage incurred or sustained by the Contractor for any reason including a misunderstanding on the part of the Contractor as to any fact, whether or not such misunderstanding is attributable directly or indirectly to Her Majesty or any of Her Majesty's agents or servants (whether or not any negligence or fraud on the part of Her Majesty's agents or servants is involved) unless, in the opinion of the Engineer, the extra expense, loss or damage is directly attributable to

- (a) a substantial difference between information relating to soil conditions at the site of the work, or a reasonable assumption of fact based thereon, in the Plans and Specifications or other documents or material communicated by Her Majesty to the Contractor for his use in preparing his tender and the real soil conditions encountered at the site of the work by the Contractor when executing the work, or
- (b) neglect or delay occurring after the date of the contract on the part of Her Majesty in providing any information or in doing any act which the contract either expressly requires Her Majesty to do or which would be done by an owner, in accordance with the usage of the trade, to enable his Contractor to carry out an undertaking similar to the work being executed under the contract for Her Majesty,

in which case, if the Contractor has given to the Engineer written notice of his claim before the expiration of thirty days from the encountering of the soil conditions giving rise to the claim or from the day on which the neglect occurs or the delay commences, as the case may be, Her Majesty will pay to the Contractor in respect of the additional expense, loss or damage incurred or sustained by reason of that difference, neglect or delay, an amount equal to the cost, calculated in accordance with sections 44 to 47 of the General Conditions of the additional plant, labour and materials necessarily involved.

(2) If, in the opinion of the Engineer, the Contractor has effected a saving of expenditure by reason of the execution of the work by the Contractor being rendered less difficult and less costly because the soil conditions actually encountered by the Contractor at the site of the work when executing the work are substantially different from soil conditions indicated in information or a reasonable assumption of fact based thereon in the Plans and Specifications or other documents or material communicated by Her Majesty to the Contractor for his use in preparing his tender, the amount set out in Article II of the Articles of Agreement shall be reduced by an amount equal to the saving effected by the Contractor.

(3) Paragraph (a) of subsection (1) and subsection (2) are applicable only to a Fixed Price Arrangement.



**Changes in Soil Conditions  
and Neglect or Delay by  
Her Majesty (Continued)**

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(4) If information relating to soil conditions at the site of the work appeared in the Plans and Specifications or in other documents or material communicated by Her Majesty to the Contractor for his use in preparing his tender and if the real soil conditions encountered at the site of the work by the Contractor when executing the work are substantially different from such information, or a reasonable assumption of fact based thereon, so that the cost to the Contractor of executing the work is directly and substantially increased or decreased by reason of such difference then the Engineer and the Contractor shall exercise their powers under subsection (2) of Article II of the Articles of Agreement relating to amendment of the Unit Price Table so that the benefit of a substantial decrease in cost shall accrue to Her Majesty and the burden of a substantial increase in cost will not be borne by the Contractor.

(5) Subsection (4) is applicable only to a Unit Price Arrangement.

**Materials, Plant and Real  
Property Become Property  
of Her Majesty**

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13. (1) All materials and plant and the interest of the Contractor in all real property, licences, powers and privileges acquired, used or provided by the Contractor for the work shall from the time of being so acquired, used or provided, become and they are the property of Her Majesty for the purposes of the work and they shall continue to be the property of Her Majesty

(a) in the case of materials, until incorporated in the work or until the Engineer indicates that he is satisfied that they will not be required for the work, and

(b) in the case of plant, real property, licences, powers and privileges, until the Engineer indicates that he is satisfied that the interest vested in Her Majesty therein is no longer required for the purposes of the work.

(2) Material or plant that is the property of Her Majesty by virtue of this section shall not be taken away from the site of the work, or used or disposed of, except for the purposes of the work, without the consent in writing of the Engineer.

(3) Her Majesty is not liable for loss or damage to material or plant that is the property of Her Majesty by virtue of this section and the Contractor is liable for such loss or damage notwithstanding that the material or plant is the property of Her Majesty.

**Materials, Plant and Real  
Property Supplied by  
Her Majesty**

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14. (1) The Contractor is liable to Her Majesty for loss of or damage to material, plant or real property, whether attributable to causes beyond his control or not, supplied or made available by Her Majesty to the Contractor for use in connection with the work other than loss or damage resulting from and directly attributable to reasonable wear and tear.

(2) The Contractor will not use material, plant or real property to which this section applies except for the purpose of carrying out this contract.

(3) When the Contractor has failed within a reasonable time after being required by the Engineer to do so, to make good any loss or damage for which he is liable under this section, the Engineer may cause the loss or damage to be made good, and the Contractor shall thereupon be liable to Her Majesty for the cost thereof and shall on demand pay to Her Majesty an amount equal to such cost.



**Materials, Plant and Real  
Property Supplied by  
Her Majesty (Continued)**

(4) The Contractor shall keep records of material, plant and real property to which this section applies that the Engineer from time to time requires and shall, from time to time as the Engineer requires, satisfy the Engineer that such material, plant and real property are at the place and in the condition that they ought to be.

(5) This section applies to material, plant and real property supplied or made available by Her Majesty to the Contractor for use in connection with the work.

**Extension of Time**

15. (1) The Minister may, on the application of the Contractor made before the day fixed by Article I of the Articles of Agreement for completion of the work or before any new date for completion fixed under this subsection, if in his opinion it is in the public interest, extend the time for completion of the work by fixing a new day for completion of the work.

(2) Where the Contractor does not complete the work by the day fixed by Article I of the Articles of Agreement for completion of the work but does complete the work thereafter, the Contractor shall pay to Her Majesty

(a) an amount equal to all salaries, wages and travelling expenses paid by Her Majesty to persons superintending the work during the period of delay,

(b) an amount equal to the value to Her Majesty of the use of the completed work for the period of delay, and

(c) an amount equal to all other expenses and damages incurred or sustained by Her Majesty as a result of the work not being completed during the period of delay.

(3) For the purposes of this section,

(a) the work shall be deemed to be completed on the day the Engineer issues his Interim Certificate of Completion, and

(b) "period of delay" means the period commencing on the day fixed by Article I of the Articles of Agreement for completion of the work and ending on the day immediately preceding the day on which the work is completed, but excluding therefrom any day within a period of extension granted under subsection (1), if on such day, in the opinion of the Minister, causes beyond the control of the Contractor delayed completion of the work.

(4) The Minister may, if in his opinion, it is in the public interest, waive the right of Her Majesty to the whole or any part of a payment payable pursuant to subsection (2).

**Taking the Work out of  
the Contractor's hands**

16. (1) In any of the following cases, namely,

(a) where the Contractor has made default or delayed in commencing or in diligently executing the work or any portion thereof to the satisfaction of the Engineer and the Minister or the Engineer has given notice thereof to the Contractor and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for six days after such notice was communicated;



**Taking the Work out of  
the Contractor's hands**  
(Continued)

- (b) where the Contractor has made default in the completion of the work, or any portion thereof, within the time limited for such completion by the contract;
- (c) where the Contractor has become insolvent;
- (d) where the Contractor has committed an act of bankruptcy;
- (e) where the Contractor has abandoned the work;
- (f) where the Contractor has made an assignment of the contract without the required consent; or
- (g) where the Contractor has otherwise failed to observe or perform any of the provisions of the contract;

the Minister may, without any other authorization, take all or any part of the work out of the Contractor's hands and may employ such means as he may see fit to complete the work.

(2) Where the work or any portion thereof has been taken out of the Contractor's hands under subsection (1) the Contractor shall not except as provided in subsection (3), be entitled to any further payment including payments then due and payable but not paid and the obligation of Her Majesty to make payments as provided for in the Terms of Payment shall be at an end and the Contractor shall be liable to and upon demand therefor pay to Her Majesty an amount equal to all loss and damage suffered by Her Majesty by reason of the non-completion of the work by the Contractor.

(3) Where the work or any portion thereof has been taken out of the Contractor's hands under subsection (1) and that portion is subsequently completed by Her Majesty, the Engineer shall determine the amount, if any, of hold-back and progress claims of the Contractor unpaid at the time of taking the work out of his hands that in his opinion are not required by Her Majesty for the purposes of the contract and the Minister shall, if he is of the opinion that no financial prejudice to Her Majesty will result, authorize payment of that amount to the Contractor.

**Effect of Taking the  
Work from Contractor**

17. (1) The taking of the work, or any portion thereof, out of the Contractor's hands pursuant to section 16 of the General Conditions does not operate so as to relieve or discharge the Contractor from any obligation under the contract or imposed upon him by law except the obligation to complete the physical execution of that portion of the work so taken out of his hands.
- (2) If the work or any part thereof is taken out of the Contractor's hands pursuant to section 16, all materials and plant and the interest of the Contractor in all real property, licences, powers and privileges acquired, used or provided by the Contractor for the purposes of the work shall, notwithstanding subsection (1) of section 13 of the General Conditions, be the property of Her Majesty without compensation to the Contractor.
- (3) If the Engineer certifies that any interest in the property of Her Majesty by virtue of subsection (2) is no longer required for the purposes of the work and that it is not in the interests of Her Majesty to retain the interest it shall become the property of the Contractor.





**Suspension of Work  
by Minister**

18. (1) The Minister may, when in his opinion it is in the public interest, require the Contractor to suspend execution of the work either for a specified or unspecified period by communicating notice to that effect to the Contractor.
- (2) The Contractor upon receiving notice of the Minister's requirement pursuant to subsection (1) shall suspend all operations except those which, in the Engineer's opinion, are necessary for the care and preservation of the work, the materials and plant.
- (3) During the period of suspension the Contractor shall not remove from the site any part of the work, any materials or any plant without the consent of the Engineer.
- (4) If the period of suspension is 30 days or less, the Contractor, upon the expiration of the period of suspension, shall resume the execution of the work and he is entitled to be paid the cost, calculated in accordance with sections 44 to 47 of the General Conditions, of any plant, labour and material necessarily involved in complying with the suspension.
- (5) If the period of suspension is more than 30 days and if, upon the expiration of the period of suspension, the Minister and the Contractor agree that the execution of the work be completed by the Contractor, the Contractor shall resume operations and complete the execution of the work in accordance with any terms and conditions agreed upon by the Minister and the Contractor.
- (6) If upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor do not agree that the work will be completed by the Contractor or they are unable to agree upon the terms and conditions under which the Contractor will complete the work, the notice of suspension shall be deemed to be a notice of termination pursuant to section 19.

**Termination of Contract**

19. (1) The Minister may at any time by giving notice to that effect terminate the contract.
- (2) The Contractor will upon receipt of a notice pursuant to subsection (1) cease all operations forthwith.
- (3) If the contract is terminated pursuant to subsection (1) Her Majesty will pay to the Contractor an amount equal to the lesser of
- (a) the cost as agreed upon by the Contractor and the Engineer of all labour, material and plant supplied by the Contractor as at the date of termination or, if the Contractor and the Engineer cannot agree, as calculated in accordance with the formula set out in section 46 of the General Conditions less all amounts already paid to the Contractor by Her Majesty and less all amounts which the Contractor is liable to pay to Her Majesty, and
- (b) the amount calculated in accordance with the Terms of Payment which would have been payable to the Contractor had he completed the work.



**Termination of Contract**  
(Continued)

(4) If the contract is terminated pursuant to subsection (1) Her Majesty will pay to the Contractor an amount equal to the cost as agreed upon by the Contractor and the Engineer of all labour, material and plant supplied by the Contractor as of the date of termination or, if the Contractor and the Engineer cannot agree, as calculated in accordance with the formula set out in section 46 of the General Conditions, less all amounts already paid to the Contractor by Her Majesty and less all amounts which the Contractor is liable to pay to Her Majesty.

(5) Subsection (3) is applicable only to a Fixed Price Arrangement and subsection (4) is applicable only to a Unit Price Arrangement.

**Provision for Execution of Work**

20. The Contractor will provide everything necessary for the execution of the work except things in respect of which the contract expressly provides otherwise and except the site of the work if the work when completed is to remain permanently affixed thereon.

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

21. (1) 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 pursuant to the Terms of Payment or is payable pursuant to section 41 of the General Conditions following a conversion or a negotiation of the security deposit directly to the obligees of and the claimants against the Contractor or the subcontractor.

(2) A payment made pursuant to subsection (1) is to the extent of the payment a discharge of Her Majesty's liability under the contract to the Contractor.

(3) To the extent that the circumstance of the work being executed for Her Majesty permits it, the Contractor will comply with all laws in force in the Province where the work is being executed relating to payment periods, mandatory holdbacks, and creation and enforcement of mechanics' liens or, if such Province is the Province of Quebec, the law relating to privileges.

(4) The Contractor will discharge all lawful obligations of his and will satisfy all lawful claims against him arising out of the execution of the work at least as often as the Terms of Payment require Her Majesty to discharge Her obligations to the Contractor.

(5) The Contractor will, whenever so requested by the Engineer, make a Statutory Declaration despositing to the existence and condition of the obligations and claims referred to in subsection (4).

**Execution of Work under Direction of Engineer**

22. The Contractor will permit the Engineer to have access to the work at all times during the execution of the work, will provide the Engineer with full information concerning what is being done to execute the work and will give the Engineer every possible assistance in respect of the performance of his duty to see that the work is executed in accordance with the contract and also in respect of the performance and exercise of the duties and powers specially imposed or conferred on him by the contract.

**Clearing of Site**

23. 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.



**Contractor's Superintendent**

24. (1) The Contractor will, during working hours, until the work has been completed, keep on the site of the work a competent superintendent who has authority to receive on behalf of the Contractor any order, direction or other communication that may be given under the contract.
- (2) The Contractor will, upon the request of the Engineer, remove any Superintendent who, in the opinion of the Engineer, is incompetent or has been conducting himself improperly and shall replace a Superintendent so removed with another Superintendent as described in subsection (1).

**Unsuitable Workmen**

25. The Contractor will, at the request of the Engineer, remove from the work any person employed on the work who, in the opinion of the Engineer, is incompetent or has been conducting himself improperly and the Contractor shall not permit a person so removed to remain on the site of the work.

**No Additional Payment for Increased Costs**

26. (1) The amount payable to the Contractor under the 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 plant, labour, material or the wage rates set out in or prescribed pursuant to the Labour Conditions.
- (2) Notwithstanding section 12 and subsection (1) of this section the amount set out in Article II of the Articles of Agreement shall be adjusted, in the manner provided in subsection (3), in the event of any change in any tax imposed under the *Excise Act*, the *Excise Tax Act*, the *Old Age Security Act*, the *Customs Act* or the *Customs Tariff*
- (a) after the date of the submission by the Contractor of the tender for the contract, and
- (b) that applies to the materials incorporated or to be incorporated in the work and that affects the cost to the Contractor of such materials.
- (3) In the event of any change after the date of submission of the tender for the contract by the Contractor in any tax described in subsection (2) that applies to the materials incorporated or to be incorporated in the work and that affects the cost to the Contractor of such materials the amount set out in Article II of the Articles of Agreement shall
- (a) be increased where the cost to the Contractor of any of the materials has been increased by virtue of the change, or
- (b) be decreased where the cost to the Contractor of any of the materials has been decreased by virtue of the change,
- by an amount equal to such amount as it is established upon examination of the relevant records of the Contractor referred to in section 48, represents the increase or decrease, as the case may be, in the cost to the Contractor of the materials involved that is directly attributable to the change in the tax levied on such materials.
- (4) For the purpose of determining the adjustment in the amount set out in Article II of the Articles of Agreement by virtue of any change in any tax described in subsection (2), where such tax is changed after the date of submission of the tender by the Contractor but public notice of such change has been given by the Minister of Finance before the date of submission of the tender, the change of such tax shall, for the purposes of this section, be deemed to have occurred before the date of submission of the tender.



#### Canadian Labour and Materials

27. (1) The Contractor will use Canadian labour and material in carrying out the work, to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.
- (2) Subject to subsection (1) the Contractor will employ labour from the locality where the work is being executed to the extent to which it is available and shall use the Canada Manpower Centres in the recruitment of workers wherever practicable.
- (3) Subject to subsections (1) and (2) the Contractor will employ a reasonable proportion of men who have served on active service with the armed forces of Canada and have been honourably discharged therefrom.

#### Security

28. (1) If the Minister is of opinion that national security is involved he may order the Contractor to provide information concerning persons employed or to be employed on the work and may order the removal of any person from the work.
- (2) The Contractor will comply with an order of the Minister pursuant to subsection (1).

#### Protection of Work and Documents

29. (1) The Contractor will guard or otherwise protect the work and shall protect the contract, specifications, plans, drawings, information, material, plant and real property provided by Her Majesty to the Contractor against loss or damage from any cause, and without limiting the generality of the foregoing, from espionage and sabotage and will not use, issue or disclose them except as may be essential for the execution of the work without the written consent of the Minister.
- (2) If any document or information given or disclosed to the Contractor is given a security rating the Contractor will take all measures directed by the Engineer to ensure the maintenance of the security rating.
- (3) The Contractor will provide facilities for and will assist any person authorized by the Minister to inspect or to take security measures in respect of the work.
- (4) The Engineer may direct the Contractor to do such things and to construct such works which the Engineer considers reasonable and necessary to ensure compliance with or to remedy a breach of this section.

#### Public Ceremonies

30. (1) The Contractor will not allow or permit any public ceremony in connection with the work without the permission of the Minister.
- (2) The Contractor will not erect or permit the erection of any sign or advertising on the work without the approval of the Engineer.

#### Insurance

31. (1) The Contractor will at his expense maintain insurance contracts in a form and with companies approved by the Minister of the nature, in the amounts, for the periods and containing the terms and conditions, if any, set out in the Insurance Schedule.
- (2) All fire insurance contracts maintained by the Contractor pursuant to subsection (1) shall provide that the proceeds thereof are payable to Her Majesty.



**Insurance (Continued)**

(3) The Contractor will deposit with the Engineer the originals of all contracts of insurance maintained by the Contractor pursuant to subsection (1) and the Contractor will, when required by the Engineer, submit to him proof that such policies are in force.

(4) Upon application by the Contractor the Engineer may waive compliance with subsections (2) and (3).

**Insurance – Proceeds**

32. (1) If the work or any portion thereof is lost or destroyed and monies are paid to Her Majesty in respect of the loss or damage under a contract of fire insurance maintained by the Contractor pursuant to section 31 of the General Conditions the monies will be held by Her Majesty for the purposes of the contract.

(2) The Minister may, on behalf of Her Majesty, elect to retain absolutely the monies held under subsection (1) and, in such event, the monies belong absolutely to Her Majesty and

(a) the Contractor is liable to Her Majesty in an amount equal to the amount by which the insurance monies payable is less than the loss and damages suffered and sustained by Her Majesty, including costs associated with clearing and cleaning the site of the work, and

(b) there shall be a financial accounting between Her Majesty and the Contractor in respect of the portion of the work which was lost or damaged and in respect of which monies have been retained absolutely by Her Majesty and there shall be included in the financial accounting all amounts paid or payable by Her Majesty under the contract together with all amounts paid or payable by the Contractor under the contract to Her Majesty and Her Majesty will pay to the Contractor any amount which the financial accounting shows to be payable by her Majesty to the Contractor under the contract and similarly the Contractor will pay to Her Majesty any amount which the financial accounting shows to be payable by the Contractor to Her Majesty under the contract.

(3) Upon payment as required by subsection (2) by Her Majesty or the Contractor, as the case may be, Her Majesty and the Contractor are discharged from all rights and obligations under the contract in respect of the portion of the work which was lost or damaged and in respect of which monies have been retained absolutely by Her Majesty, as though such portion of the work had been fully completed and executed by the Contractor in accordance with the contract.

(4) If an election is not made under subsection (2) the Contractor shall restore and replace the portion of the work lost or damaged and the monies shall be disbursed by Her Majesty to the Contractor in the manner and subject to the terms and conditions governing monies payable under the contract to the Contractor by Her Majesty, except that for the purpose of monies "100%" shall be substituted in subsection (4) of section 4 of the Terms of Payment for "95%" and "90%".

**Precautions against Damage, Infringements of Rights, Fire, etc.**

33. (1) The Contractor shall at his own expense do whatever is necessary to ensure that

(a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities under this contract;



**Precautions against Damage,  
Infringements of Rights,  
Fire, etc. (Continued)**

- (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the execution or existence of the work and plant;
  - (c) fire hazards are eliminated and in the case of a fire in or about the works that it is promptly extinguished;
  - (d) the health of all persons employed on the work is not endangered;
  - (e) adequate medical supervision of all persons employed on the work is maintained;
  - (f) adequate sanitation measures in respect of the work are taken; and
  - (g) all stakes, buoys, and marks placed on or about the works by or under the authority of the Engineer are protected and are not removed, defaced or altered.
- (2) The Engineer may direct the Contractor to do such things and to construct such works which the Engineer considers reasonable and necessary to ensure compliance with or to remedy a breach of subsection (1).
- (3) The Contractor will at his own expense comply with a direction of the Engineer made pursuant to subsection (2).

**Interpretation of Contract  
by Engineer**

34. (1) If at any time before the work has been completed and the Engineer has issued his Final Certificate of Completion, any question arises 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, and, in particular, and without limiting the generality of the foregoing, as to
- (a) the meaning of anything in the Plans and Specifications;
  - (b) the meaning to be given to the Plans and Specifications in case of any error therein, an omission therefrom, or an obscurity or discrepancy in their wording or intention;
  - (c) whether the quality or quantity of any material or workmanship meets the requirements of the contract;
  - (d) whether the plant, materials or workmen provided by the Contractor for executing the work and carrying out the contract are adequate to ensure that the work will be executed in accordance with the contract and that the contract will be carried out in accordance with its terms;
  - (e) what quantity of any kind of work has been completed by the Contractor; or
  - (f) the timing and scheduling of the various phases of the execution of the work,
- the question shall be decided by the Engineer.
- (2) The Contractor will construct the work in accordance with the decisions and directions of the Engineer given under this section and in accordance with any consequential decisions and directions given by the Engineer.



**Rectification of  
Defects in Work**

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35. (1) Without restricting any warranty or guarantee implied or stipulated by law the Contractor will at his own expense rectify and make good any defect or fault however caused, that within twelve months from the date of the Engineer's Final Certificate of Completion appears in the work.

(2) If any defect or fault appears in the work and the Engineer is of the opinion that it is one which the Contractor, either under subsection (1) or under a warranty or guarantee implied or stipulated by law, is obligated to remedy and make good the Engineer may direct the Contractor to remedy and make good the defect or fault by giving notice to the Contractor of the existence of the defect or fault and the notice may specify the time within which the defect or fault is to be rectified and made good.

(3) The Contractor will rectify and make good the defect or fault described in a notice given pursuant to subsection (1) within the time specified in the notice.

**Non-compliance by Contractor**

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36. (1) Where the Contractor has failed to comply with any decision or direction given by the Engineer under sections 23, 29, 33, 34 or 35 of the General Conditions, the Engineer may employ such methods, as he deems advisable, to do that which the Contractor failed to do.

(2) The Contractor shall on demand pay to Her Majesty all costs, expenses and damage incurred or sustained by Her Majesty by reason of the Contractor's non-compliance with any decision or direction given by the Engineer under sections 23, 29, 33, 34 or 35 of the General Conditions and by the action taken by the Engineer pursuant to subsection (1).

**Protesting Engineer's  
Decisions**

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37. If the Contractor has, within ten days of communication to him by the Engineer of any decision or direction of the Engineer under sections 23, 29, 33, 34, or 35 of the General Conditions given notice to the Engineer in writing that the decision or direction is accepted under protest, Her Majesty will pay to the Contractor for anything the Contractor was required by the Engineer's decision or direction to do beyond what the contract correctly understood and interpreted would have required the Contractor to do, the cost, calculated in accordance with sections 44 to 47 of the General Conditions, of the labour, materials and plant necessarily involved in carrying out the decision or direction.

**Engineer may Order  
Additional Work,  
Changes, etc.**

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38. (1) The Engineer may at any time before he issues his Final Certificate of Completion, in writing,

(a) order work or material in addition to that provided for in the Plans and Specifications; and

(b) dispense with or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or as ordered pursuant to paragraph (a),

and the Contractor will execute the work in accordance with such orders, dispensations and changes as if the same had appeared in and been part of the Plans and Specifications.

(2) The Engineer shall determine whether anything done or not done by the Contractor pursuant to an order, dispensation or change made by the Engineer pursuant to subsection (1) increased or decreased the cost of the work to the Contractor.



**Engineer may Order  
Additional Work, Changes,  
etc. (Continued)**

(3) If the Engineer determines under subsection (2), that the cost has been increased Her Majesty will pay to the Contractor the cost, calculated in accordance with sections 44 to 47 of the General Conditions, of the additional labour, materials and plant necessarily involved.

(4) If the Engineer determines under subsection (2), that the cost has been decreased, Her Majesty may reduce the amount payable to the Contractor under the contract by an amount equal to the cost, calculated in accordance with sections 44 to 47 of the General Conditions, of the labour, material and plant necessarily involved.

(5) Subsections (2), (3) and (4) are applicable only to a Fixed Price Arrangement.

**Cooperation with  
other Contractors**

39. (1) Where, in the opinion of the Engineer, it is necessary that contracting persons or workmen, with or without plant and materials, be sent on to the site of the work the Contractor shall, to the satisfaction of the Engineer, allow them access to the work and shall cooperate with them in the carrying out of their duties and obligations.

(2) If the sending onto the work of a contracting firm or workmen under subsection (1) could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract and if, in the opinion of the Engineer, the Contractor has incurred expense in complying with subsection (1) in respect of that contracting firm or those workmen Her Majesty, if the Contractor has given to the Engineer written notice of his claim before the expiration of thirty days from the sending onto the work of the contracting firm or workmen involved, shall pay to the Contractor the cost, calculated in accordance with sections 44 to 47 of the General Conditions, of the material, labour and plant necessarily involved.

**Engineer's Certificates**

40. (1) On the day that

(a) the work has been completed, and

(b) the Contractor has complied with the contract and all orders and directions made pursuant thereto,

to the satisfaction of the Engineer, he shall issue to the Contractor a Final Certificate of Completion.

(2) If the Engineer is satisfied that the work is substantially completed and is acceptable for use by Her Majesty, he may at any time before issuance of a Final Certificate of Completion issue to the Contractor an Interim Certificate of Completion, and shall describe therein the portions of the work not completed to his satisfaction and all things which must be done by the Contractor before a Final Certificate of Completion can be issued.

(3) The Engineer, before issuing a Final Certificate of Completion, may, in addition to the matter described in the Interim Certificate of Completion, require the Contractor to rectify any other portions of the work not completed to the satisfaction of the Engineer and to do any other things necessary for the completion of the work.

(4) The Engineer shall measure and keep records of his measurements of the quantities of labour, material and plant performed, used and supplied by the Contractor in executing the work and shall, at the request of the Contractor, inform him of his measurements and the Contractor will assist and cooperate with the Engineer in such measuring and is entitled to inspect the records of measurement kept by the Engineer.





**Engineer's Certificates**  
(Continued)

(5) On the day that the Engineer issues his Final Certificate of Completion under subsection (1) he shall issue a Final Certificate of Measurement showing the quantity of labour, plant and material performed, used and supplied by the Contractor in executing the work and all measurements included therein shall be binding upon Her Majesty and the Contractor and are conclusive between them as to the quantity of any labour, plant or material performed, used or supplied by the Contractor in executing the work.

(6) Subsections (4) and (5) are applicable only to a Unit Price Arrangement.

**Security Deposit –  
Forfeiture or Return**

41. If the work is taken out of the Contractor's hands pursuant to section 16 of the General Conditions or if the contract is terminated pursuant to section 19 of the General Conditions or if the Contractor is in breach of or in default under the contract Her Majesty may negotiate the security deposit, in the case of bonds, or convert the security deposit to Her own use, in the case of money, and the amount realized by Her Majesty shall be deemed to be a debt payable by Her Majesty to the Contractor and Her Majesty shall have the right of set-off and may set-off against the debt any sum or amount which the Contractor may be liable to pay to Her Majesty and the balance of the debt, if any, after the right of set-off has been exercised, and if such balance, in the opinion of the Engineer, is not required for the purposes of the contract shall be paid by Her Majesty to the Contractor.

**Security Deposit –  
Return all or any  
Part thereof**

42. (1) Upon the Engineer's Interim Certificate of Completion being issued, Her Majesty will, if the Contractor is not in breach of or in default under the contract, return to the Contractor that part of the security deposit which, in the opinion of the Engineer, is not required for the purposes of the contract.

(2) If the security deposit was deposited in the Consolidated Revenue Fund of Canada Her Majesty will pay to the Contractor interest thereon in accordance with the *Government Contracts Regulations*.

**Municipal Permits**

43. (1) The Contractor will within one month from the date of the contract tender to the municipal authority an amount equal to all fees and charges which would be payable to the municipal authority in respect of building permits if the work were being constructed for a person other than Her Majesty.

(2) The Contractor will notify the Minister within ten days of the tender the amount of and whether or not the municipal authority accepted the tender.

(3) If the municipal authority did not accept the tender the Contractor will deliver to the Minister within the time limited by subsection (2) the amount of the tender.

(4) For the purposes of this section "municipal authority" means an authority which would have jurisdiction respecting permission to construct the work if the owner of the work were not Her Majesty.

**Determination of Cost –  
Unit Price Table**

44. Whenever it is necessary for the purposes of sections 12, 18, 37, 38 and 39 of the General Conditions to determine the cost of labour, plant or material the Unit Price Table shall be used, that is the cost shall be equal to the product of the quantity of such labour, plant or material expressed in the unit set out in column 2 of the Unit Price Table in respect of the labour, plant or material involved, multiplied by the price in respect of the unit set out in column 3 of the Unit Price Table.



**Determination of Cost –  
Negotiation**

45. If the method of determination in section 44 of the General Conditions cannot be used because the labour, plant or material involved is not included in the Unit Price Table, the cost of the labour, plant or material for the purposes of sections 12, 18, 37, 38 and 39 of the General Conditions shall be the amount agreed upon from time to time by the Contractor and the Engineer.

**Determination of Cost –  
Failing Negotiation**

46. (1) If the method of determination in section 44 of the General Conditions cannot be used and if the Contractor and the Engineer cannot agree as contemplated by section 45 of the General Conditions, the cost of labour, plant or material for the purposes of sections 12, 18, 37, 38 and 39 of the General Conditions shall be equal to the aggregate of
- (a) all reasonable and proper amounts actually expended by or legally payable by the Contractor in respect of the labour, plant or material which fall within one of the classes of expenditure described in subsection (2) (being costs which are directly attributable to the execution of the work and are not costs in respect of which the allowance in paragraph (b) is made); and
  - (b) 10% of the total of the expenditures of the Contractor that meet the test in paragraph (a) being an allowance for all other expenditures by the Contractor and for profit and without limiting the generality of the foregoing, being also an allowance for payments and charges relating to overhead, head office expenses and general administration costs of the Contractor, including finance and interest charges.
- (2) Classes of expenditure that are allowable are:
- (a) payments to subcontractors;
  - (b) wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the work other than wages, salaries, bonuses, living and travelling expenses of personnel of the Contractor generally employed at the head office, or at a general office, of the Contractor unless such personnel is engaged at the site of the work with the approval of the Engineer;
  - (c) payments for materials necessary for and incorporated in the work, or necessary for and consumed in the execution of the work;
  - (d) payments for tools, other than tools customarily provided by tradesmen, necessary for and used in the execution of the work;
  - (e) payments for preparation, inspection, delivery, installation and removal of plant and materials necessary for the execution of the work;
  - (f) payments for renting, erecting, maintaining and removing temporary offices, sheds and similar structures necessary for and used by the Contractor in executing the work;
  - (g) assessments payable under any statutory scheme relating to workmen's compensation, unemployment insurance or holidays with pay;
  - (h) payments for renting plant and allowances for plant owned by the Contractor necessary for the execution of the work providing that such payments or allowances are reasonable or have been agreed to by the Contractor and the Engineer; and
  - (i) payments made with the approval of the Engineer that are necessary for the execution of the work.



**Determination of Cost –  
Clarification of Terms**

47. (1) For the purposes of sections 45 and 46 of the General Conditions "plant" does not include tools.

(2) For the purposes of sections 44, 45 and 46 of the General Conditions "Unit Price Table" means the table set out in Article VI of the Articles of Agreement.

**Records to be Kept  
by Contractor**

48. (1) The contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Minister, the Deputy Receiver General for Canada or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.

(2) The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under subsection (1) of section 40 of the General Conditions or until the expiration of such other period as the Minister may direct.

(3) The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly controlled by or affiliated with the Contractor and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with subsections (1) and (2) as if they were the Contractor.



## LABOUR CONDITIONS

This document is the document called  
"Labour Conditions" in the contract entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
between Her Majesty the Queen and:

CONDITIONS DE TRAVAIL Le document est le document appelé  
"Conditions de Travail" dans la marché intervenu  
le \_\_\_\_\_ jour de \_\_\_\_\_ 19\_\_\_\_  
entre Sa Majesté La Reine et:

Contractor (Name)

Entrepreneur (Nom)

Contracting Authority (Signature)

Adjudicateur (Signature)

Contractor (Signature)

Entrepreneur (Signature)

### Interpretation

#### 1. In these conditions

- (a) "Act" means the *Fair Wages and Hours of Labour Act*;
- (b) "Regulations" means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;
- (c) "contract" means the contract to which these Labour Conditions are attached;
- (d) "contracting authority" means the department of Government or Corporation that is an agent of Her Majesty with whom the contract is made;
- (e) "contractor" means the person who has entered into the contract with the contracting authority;
- (f) "Director" means a regional director of the Department of Labour located at Moncton, Montreal, Toronto, Winnipeg and Vancouver."
- (g) "fair wage officer" means the officer of the Canada Department of Labour designated by the Minister of Labour;
- (h) "Minister" means the Canada Minister of Labour;
- (i) "persons" means those workers employed by the contractor, subcontractor or any other person doing or contracting to do the whole or any part of the work contemplated by the contract.
- (j) "road, sewer and watermain construction" means clearing and preparing a right of way, excavation and subgrading, laying a granular base, grading and asphalt and concrete paving and includes

- (a) the operation of on-site plants to service such construction,
- (b) the installation of drainage,
- (c) landscaping,
- (d) the demolition of structures within or affected by a right of way, and
- (e) all other work involved in
  - (i) the construction, reconstruction and maintenance of roads, highways, streets, sidewalks, curbs, parking lots, driveways, airport runways, airport taxi strips and aircraft parking aprons, and
  - (ii) the installation, reinstallation and maintenance of sewers and watermains.

### Wage Rates

- 2. (a) All persons in the employ of the contractor, subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the contract shall during the continuance of the work be paid fair wages; that is, such wages as are generally accepted as current for competent workers in the district in which the work is being performed for the character or class of

### Interprétation

#### 1. Dans ces conditions

- a) "Loi" désigne la *Loi sur les justes salaires et les heures de travail*;
- b) "Règlement" désigne le Règlement sur les justes salaires et les heures de travail établi en application de la Loi;
- c) "contrat" désigne le contrat auquel sont annexées les présentes conditions de travail;
- d) "adjudicateur" désigne le ministère du gouvernement ou la société qui est un agent de Sa Majesté avec lequel le contrat a été passé;
- e) "entrepreneur" désigne la personne qui a passé le contrat avec l'adjudicateur;
- f) "directeur" désigne un directeur régional du ministère du Travail en poste à Moncton, Montréal, Toronto, Winnipeg et Vancouver.
- g) "agent des justes salaires" désigne l'agent du ministère du Travail du Canada désigné par le ministre du Travail;
- h) "Ministre" désigne le ministre du Travail du Canada;
- i) "personnes" désigne les travailleurs employés par l'entrepreneur, le sous-traitant ou toute autre personne exécutant ou s'engageant par contrat à exécuter la totalité ou une partie quelconque des travaux prévus dans le contrat.
- j) "construction des routes, égouts et canalisations d'eau" désigne le défrichement et la préparation de l'emprise, les travaux de déblai, l'exécution de la sous-couche et de la couche de base en granulats, le nivellement, le revêtement de surface en liants bitumineux ou en béton de ciment, y compris
  - a) les installations de chantier nécessaires aux travaux susmentionnés,
  - b) le drainage,
  - c) l'aménagement paysager,
  - d) la démolition des structures empiétant sur l'emprise ou affectées par celle-ci et
  - e) tous les travaux connexes intéressant
    - (i) la construction, la réfection ou l'entretien des routes, autoroutes, rues, trottoirs, bordures, terrains de stationnement et allées pour automobiles, des pistes d'envol, pistes de circulation et aires de stationnement des aéroports, et
    - (ii) la construction, la réinstallation et l'entretien des égouts et des canalisations d'eau.

### Taux de salaire

- 2. a) A toutes les personnes employées par l'entrepreneur, le sous-traitant ou toute autre personne exécutant ou s'engageant par contrat à exécuter la totalité ou une partie quelconque des travaux prévus dans le contrat, il sera payé, tant que dureront les travaux, des justes salaires, c'est-à-dire les salaires généralement reconnus comme salaires courants pour les travailleurs qualifiés dans la région où les travaux sont exécutés, selon la nature ou la catégorie du travail auquel ces travailleurs sont respecti-

work in which such workers are respectively engaged; the wage rates paid for each classification of work shall be no less than those set out in Appendix A to these Labour Conditions, and in no case shall the wage rates paid be less than the minimum hourly rate of pay prescribed by or pursuant to Part III of the Canada Labour Code (Labour Standards).

- (b) The Director may determine at any time and from time to time what are the current or fair and reasonable rates of wages for the purpose of the contract, and may revise the wage rates in Appendix A attached to these Labour Conditions during the term of the contract.

The contractor agrees that where during the term of the contract he receives from the contracting authority a copy of any change in the wage rates referred to in the above paragraph, the contractor will pay not less than the wage rates as changed commencing with the first day following the receipt by him of the copy of the changed wage rates.

- (c) The contractor agrees that where during the term of the contract any question arises as to the proper classification of employment of work for the purpose of the payment of fair wages, the classification shall be determined by the Director. Immediately upon receipt of notice of any decision of the Director hereunder the contractor agrees to adjust the wages and classification of work of the persons affected commencing with the first day following the receipt by him of such notice.

#### Hours of Work

3. (a) Except as provided in paragraph (d) and Section 13, the working hours of persons employed in the execution of the contract shall not exceed 8 hours in a day or 48 hours in a week except where longer daily or weekly hours are authorized by the Minister in cases of exceptional circumstances.
- (b) Except as provided in Section 13, all persons shall be paid for hours worked in excess of 8 hours in a day or 40 hours in a week at an overtime rate at least one and one-half times the wage rates required to be paid under these Labour Conditions, as set out in Section 2(a).
- (c) Except as provided in Section 13, all applications for permission to exceed 8 hours in a day or 48 hours in a week shall be made to the contracting authority for reference to the Minister.
- (d) The daily or weekly hours of work set out in paragraph (a) or Section 13, or authorized by the Minister under paragraph (a) or Section 13, may be exceeded where there is serious interference with the ordinary carrying out of the work contemplated by the contract by reason of:
- (i) an accident involving injury to a worker,
  - (ii) a breakdown of or damage to machinery or equipment, or
  - (iii) other unforeseen, unpreventable or emergent circumstances,
- but only to the extent necessary to prevent such serious interference.
- (e) Where because of serious interference referred to in paragraph (d) the working hours of any worker exceeded the weekly hours of work set out in paragraph (a) or Section 13, or authorized by the Minister under paragraph (a) or Section 13, the contractor shall report in writing to the Director, within fifteen days after the end of the week in which such hours of work were exceeded, setting forth:
- (i) the nature of the serious interference,
  - (ii) the names of all workers who worked in excess of weekly hours of work set out in paragraph (a) or Section 13 or authorized by the Minister under paragraph (a) or Section 13, and
  - (iii) the number of hours each worker worked in excess of the weekly hours of work referred to in sub-paragraph (ii).

vement affectés; les taux de salaire prévus pour chaque catégorie de travail ne devront pas être inférieurs aux taux indiqués dans l'Annexe A aux présentes conditions de travail et, dans aucun cas, les taux de salaire accordés ne devront être inférieurs au taux horaire minimum prescrit par la Partie III du Code canadien du travail (Normes du travail).

- b) Le Directeur pourra en tout temps et à l'occasion déterminer quels sont les taux de salaire courants ou justes et raisonnables, pour les fins du contrat, et pourra revoir les taux de salaire indiqués dans l'Annexe A jointe aux présentes conditions de travail pendant la durée du contrat.

L'entrepreneur convient que s'il reçoit de l'adjudicateur, pendant la durée du contrat, un exemplaire de toute modification aux taux de salaire mentionnés dans l'alinéa ci-dessus, il ne paiera pas moins que les taux de salaire modifiés, à compter du premier jour qui suit la réception, par lui, d'un exemplaire des taux de salaire modifiés.

- c) L'entrepreneur convient que s'il surgit quelque doute, pendant la durée du contrat, quant à la catégorie appropriée d'emploi ou de travail aux fins du paiement des justes salaires, il appartiendra au Directeur de déterminer la catégorie. Dès réception de l'avis de toute décision du Directeur, en vertu des présentes, l'entrepreneur s'engage à rajuster le salaire et la catégorie de travail des personnes touchées, à compter du premier jour qui suit la réception, par lui, dudit avis.

#### Durée du travail

3. a) Sauf dispositions contraires à l'alinéa d) et à l'article 13, la durée du travail des personnes employées à l'exécution du contrat ne devra pas dépasser 8 heures par jour ni 48 heures par semaine, sauf lorsqu'une journée ou une semaine de travail plus longue a été autorisée par le Ministre en raison de circonstances exceptionnelles.
- b) Sauf dispositions contraires à l'article 13, toutes les personnes seront rémunérées, pour les heures de travail effectuées en sus de 8 par jour ou de 40 par semaine, à des taux majorés au moins égaux à une fois et demie les taux de salaire exigés dans les présentes conditions de travail, tel que défini à l'article 2a).
- c) Sauf dispositions contraires à l'article 13, toutes les demandes d'autorisation de travail au-delà de 8 heures par jour ou de 48 heures par semaine devront être adressées à l'adjudicateur pour être transmises au Ministre.
- d) La durée journalière ou hebdomadaire du travail énoncée dans l'alinéa a) ou l'article 13, ou autorisée par le Ministre, en vertu de l'alinéa a) ou de l'article 13, peut être dépassée en cas de danger d'entrave grave à la marche ordinaire des travaux prévus aux termes du contrat par suite
- (i) d'un accident ayant causé une lésion à un employé,
  - (ii) d'une panne ou de l'endommagement de l'outillage ou des appareils, ou
  - (iii) d'autres circonstances imprévues, inévitables ou fortuites,
- mais uniquement dans la mesure nécessaire pour prévenir une telle entrave grave à la marche des travaux.
- e) Lorsque, par suite du danger d'entrave grave à la marche des travaux mentionné dans l'alinéa d), la durée du travail d'un employé a dépassé la durée hebdomadaire du travail énoncée dans l'alinéa a) ou dans l'article 13, ou autorisée par le Ministre, en vertu de l'alinéa a) ou de l'article 13, l'entrepreneur doit adresser par écrit au Directeur, dans les quinze jours qui suivent la fin de la semaine au cours de laquelle la durée du travail a été dépassée, un rapport indiquant
- (i) la nature de l'entrave grave à la marche des travaux,
  - (ii) les noms de tous les employés qui ont fourni des heures supplémentaires en excédent de la durée hebdomadaire du travail énoncée dans l'alinéa a) ou dans l'article 13, ou autorisée par le Ministre en vertu de l'alinéa a) ou de l'article 13, et
  - (iii) le nombre d'heures supplémentaires fournies par chacun d'entre eux en excédent de la durée hebdomadaire du travail mentionnée dans l'alinéa (ii).

**Labour Conditions to be Posted**

4. For the protection of all persons the contractor agrees to post and keep posted, in a conspicuous place on the premises where work contemplated by the contract is being carried out or on premises occupied or used by persons engaged in carrying out such work, a copy of these Labour Conditions, and any authorization by the Minister to exceed the maximum hours specified in Section 3(a) or 13(a).

**The Contractor to keep Records which are to be Kept open for Inspection**

5. The contractor agrees to keep proper books and records showing the names, addresses and classifications of employment and work of all workers employed in work under the contract and the rate of wages, the wages paid and the daily hours worked by such workers.

The contractor also agrees to undertake that his books, records and premises will be open at all reasonable times for inspection by the Minister, a fair wage officer or any other person designated by the Minister.

The contractor also agrees to furnish the Minister, the contracting authority, the fair wage officer or other person designated by the Minister, on request, with such further information as is required to ascertain that the requirements of the Act, the Regulations and the contract with respect to wages, hours of work and other labour conditions have been complied with.

**Departmental Requirements before Payments made to Contractor**

6. The contractor agrees that he will not be entitled to payment of any money otherwise payable under the contract until he has filed with the contracting authority in support of his claim for payment a sworn statement;
  - (i) that he has kept the books and records required by these Regulations;
  - (ii) as to whether any wages in respect of work performed under the contract remain in arrears, and
  - (iii) that to his knowledge, all the conditions in the contract required by the Act and the Regulations have been complied with.

The contractor also agrees that, where the Minister informs the contracting authority and the contractor that fair wages and overtime rates have not been paid by the contractor to persons employed under the contract, the contracting authority will be entitled to withhold from any monies otherwise payable under the contract the amount the Minister indicates should be withheld until such time as the matter has been dealt with to the satisfaction of the Minister.

**Authority to Pay Wages in the Event of Default by the Contractor**

7. The contractor agrees that where he is in default of payment of wages to an employee the contractor will send to the Minister a cheque payable to the Receiver General for Canada for the amount determined by the Minister as being the amount the contractor is in default.

The contractor agrees that when he fails to comply with the preceding provision, the Minister may instruct the contracting authority to pay to the Receiver General for Canada, out of any monies otherwise payable to the contractor, the amount determined by the Minister as being the amount the contractor is in default.

**Conditions of Subcontracting**

8. The contractor agrees that in subcontracting any part of the work contemplated by the contract, he will place in the subcontract conditions respecting wages, hours of work and other labour conditions set out in the contract; and also the contractor agrees that he will be responsible for the carrying out of these conditions.

**Affichage des conditions de travail**

4. Pour la protection de toutes les personnes, l'entrepreneur s'engage à afficher et à tenir affichés, bien à la vue, à l'endroit où les travaux prévus dans le contrat sont exécutés, ou dans les locaux occupés ou fréquentés par les personnes employées à l'exécution desdits travaux, un exemplaire des présentes conditions de travail, de même qu'un exemplaire de toute autorisation de prolongation de la durée du travail au-delà du seuil prescrit aux articles 3a) ou 13a) accordée par le Ministre.

**L'entrepreneur s'engage à tenir des dossiers pour fins d'inspection**

5. L'entrepreneur s'engage à tenir les registres et dossiers appropriés indiquant le nom, l'adresse et la catégorie d'emploi et de travail de tous les travailleurs employés à des travaux exécutés en vertu du contrat, de même que le taux de salaire, le salaire payé et la durée journalière du travail pour chacun de ces travailleurs.

L'entrepreneur s'engage également à faire en sorte que ses registres, ses dossiers et ses locaux soient accessibles en tout temps opportun, pour fins d'inspection par le Ministre, un agent des justes salaires ou toute autre personne désignée par le Ministre.

L'entrepreneur s'engage en outre à fournir, sur demande, au Ministre, à l'adjudicateur, à l'agent des justes salaires ou à toute autre personne désignée par le Ministre tous autres renseignements requis pour permettre de constater qu'on a satisfait aux exigences de la Loi, des règlements et du contrat en ce qui concerne les salaires, la durée du travail et les autres conditions de travail.

**Exigences du ministère avant le versement des sommes dues à l'entrepreneur**

6. L'entrepreneur convient qu'il n'aura droit au paiement d'aucune somme qui autrement devrait lui être versée en vertu du contrat tant qu'il n'aura pas déposé auprès de l'adjudicateur, à l'appui de sa réclamation de paiement, une déclaration sous serment indiquant;
  - (i) qu'il a tenu les registres et dossiers requis par les présents règlements,
  - (ii) si des salaires à l'égard des travaux exécutés en vertu du contrat demeurent impayés et
  - (iii) qu'à sa connaissance, toutes les conditions du contrat exigées par la Loi et les règlements ont été observées.

L'entrepreneur convient en outre que si le Ministre fait savoir à l'adjudicateur et à l'entrepreneur que des justes salaires et des taux applicables aux heures supplémentaires n'ont pas été payés par l'entrepreneur à des personnes employées en vertu du contrat, l'adjudicateur sera autorisé à retenir de toute somme autrement payable en vertu du contrat le montant indiqué par le Ministre comme devant être retenu jusqu'à ce que la question ait été réglée à la satisfaction du Ministre.

**Paiement des salaires par l'adjudicateur, si l'entrepreneur omet de le faire**

7. L'entrepreneur convient qu'à défaut de paiement de salaire à un travailleur, de sa part, il devra envoyer au Ministre un chèque établi à l'ordre du Receveur général du Canada, au montant déterminé par le Ministre comme étant le montant que l'entrepreneur a omis de payer.

L'entrepreneur convient que s'il omet de se conformer à la disposition ci-dessus, le Ministre peut ordonner à l'adjudicateur de payer au Receveur général du Canada, à même les sommes autrement payables à l'entrepreneur, le montant déterminé par le Ministre comme étant le montant que l'entrepreneur a omis de payer.

**Conditions imposées à un sous-traitant**

8. L'entrepreneur convient que dans l'adjudication, à un sous-traitant, de toute partie des travaux prévus par le contrat, il devra insérer dans le sous-contrat les conditions concernant les salaires et la durée du travail et les autres conditions de travail indiquées dans le contrat; l'entrepreneur reconnaît en outre qu'il sera responsable de l'observation desdites conditions.

**Workers to be Residents of Canada**

9. The contractor agrees that all persons employed by him to do any work under the contract will be residents of Canada unless, in the opinion of the contracting authority at the time the work is to commence under the contract;
- (a) persons resident in Canada are not available to do the work, or
  - (b) special circumstances exist whereby it would not be in the public interest to require that all such persons be residents of Canada.

**Non-discrimination in Hiring and Employment of Labour**

10. The contractor agrees that
- (a) in the hiring and employment of workers to perform any work under the contract, the contractor will not refuse to employ and will not discriminate in any manner against any person because
    - (i) of that person's race, national origin, colour, religion, age, sex or marital status,
    - (ii) of the race, national origin, colour, religion, age, sex or marital status of any person having any relationship or association with that person, or
    - (iii) a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the contractor to comply with subparagraph (i) or (ii);
  - (b) if any question arises as to whether the contractor has failed to comply with the provision described in paragraph (a), the Minister or any person designated by the Minister shall decide the question and his decision shall be final for the purposes of the contract; and
  - (c) failure to comply with the aforementioned clauses (a) and (b) regarding non-discrimination shall constitute a material breach of the contract.

**Liquidated Damages**

11. In the event of any default in carrying out any of the conditions set out in Sections 2, 3 and 13 of these Labour Conditions in respect of any employee, the contractor shall pay to Her Majesty as liquidated damages a sum of fifty dollars for every such default, and the Minister under whom the work contemplated by the contract is being executed may direct that the amount assessed as liquidated damages under this paragraph be deducted from any moneys payable to the contractor under the contract and be credited to the Consolidated Revenue Fund.

**Schedule of Wage Rates**

12. A schedule of minimum wage rates, authorized by the Canada Department of Labour, when attached to these Labour Conditions as Appendix A also becomes part of the contract.

**Contracts exclusively for Road, Sewer and Watermain Construction.**

13. In a contract which is EXCLUSIVELY for road, sewer and watermain construction:
- (a) the working hours of persons shall not exceed 60 hours in a week except where longer daily or weekly hours are authorized by the Minister under the Act.
  - (b) All persons shall be paid for hours worked in excess of 10 hours in a day or 50 hours in a week at an overtime rate at least one and one-half times the wage rates required to be paid under these Labour Conditions, as set out in Section 2(a).
  - (c) An application for authorization by the Minister to exceed the working hours specified in paragraph (a) shall be forwarded to him through the contracting authority.

**Les travailleurs doivent résider au Canada**

9. L'entrepreneur convient que toutes les personnes employées par lui pour exécuter un travail quelconque en vertu du contrat doivent résider au Canada, à moins que, de l'avis de l'adjudicateur, à la date prévue pour le début des travaux en vertu du contrat,
- a) il ne se trouve pas de personnes résidant au Canada disponibles pour exécuter les travaux ou,
  - b) il existe des circonstances spéciales par suite desquelles il ne serait pas dans l'intérêt public d'exiger que toutes les personnes en question résident au Canada.

**Non-discrimination dans l'embauchage et l'emploi de main-d'œuvre**

10. L'entrepreneur convient que
- a) dans l'embauchage et l'emploi des travailleurs aux fins de l'exécution de tout travail en vertu du contrat, l'entrepreneur ne refusera pas d'employer une personne ou d'exercer de quelque façon que ce soit des distinctions injustes à l'endroit d'une personne à cause
    - (i) de la race, de l'origine nationale, de la couleur, de la religion, de l'âge, du sexe ou de l'état civil de cette personne,
    - (ii) de la race, de l'origine nationale, de la couleur, de la religion, de l'âge, du sexe ou de l'état civil de toute personne ayant un rapport ou une association avec la personne en question, ou parce que
    - (iii) cette dernière a porté plainte ou a fourni des renseignements ou parce qu'une plainte a été portée ou des renseignements ont été fournis en son nom relativement à toute prétendue omission de la part de l'entrepreneur de se conformer aux sous-alinéas (i) ou (ii);
  - b) en cas de doute sur la question de savoir si l'entrepreneur a négligé de se conformer aux dispositions de l'alinéa a), le Ministre ou toute personne désignée par le Ministre tranchera la question et sa décision sera sans appel aux fins du contrat;
  - c) toute omission de se conformer aux conditions a) et b) ci-dessus concernant la non-discrimination constituera un manquement grave au contrat.

**Dommages-intérêts déterminés à l'avance**

11. Advenant un manquement dans l'exécution de l'une ou l'autre des conditions énoncées dans les articles 2, 3 et 13 des présentes conditions de travail en ce qui concerne un employé quelconque, l'entrepreneur doit payer à Sa Majesté, au titre de dommages-intérêts fixés à l'avance, cinquante dollars pour chaque manquement, et le Ministre sous la juridiction de qui le travail prévu par le contrat est en voie d'exécution peut ordonner que le montant auquel ont été fixés les dommages-intérêts prédéterminés ainsi que le prévoit le présent alinéa soit déduit de toute somme payable à l'entrepreneur aux termes du contrat et soit crédité au Fonds du revenu consolidé.

**Échelle de salaires**

12. Une échelle de salaires minimums reconnue par le ministère du Travail du Canada, jointe aux présentes conditions de travail en tant qu'Annexe A, devient également partie intégrante du contrat.

**Contrats adjugés exclusivement pour la construction de routes, d'égouts et de canalisations d'eau.**

13. Dans un contrat adjugé EXCLUSIVEMENT pour la construction de routes, d'égouts et de canalisations d'eau:
- a) la durée du travail des personnes ne doit pas dépasser 60 heures par semaine, sauf lorsqu'une journée ou une semaine de travail plus longue a été autorisée par le Ministre en vertu de la Loi.
  - b) Toutes les personnes seront rémunérées, pour les heures de travail effectuées en sus de 10 par jour ou de 50 par semaine, à des taux majorés au moins égaux à une fois et demie les taux de salaire exigés dans les présentes conditions de travail, tel que défini à l'article 2a).
  - c) Une demande d'autorisation, par le Ministre, de travail au-delà des heures prescrites à l'alinéa a) devra être adressée au Ministre par l'entrepreneur.

- .1 The Policy shall be written on the Comprehensive General Liability Form and shall include as an additional insured, Her Majesty the Queen in right of Canada with respect to liability arising out of this contract.
- .2 The limit of liability shall be not less than \$1,000,000.00 for Bodily Injury and Property Damage on any one occurrence or series of occurrences, arising out of one cause.
- .3 The Policy shall contain the following provisions:
  - (a) Bodily Injury and Property Damage on an occurrence basis;
  - (b) Non-Owned Automobile Liability;
  - (c) Contingent Employer's Liability;
  - (d) Contractor's Protective Liability;
  - (e) Contractual Liability assumed under this Contract;
  - (f) Completed Operations Coverage;
  - (g) Cross Liability clause;
  - (h) Coverage for blasting, excavation, underground work and pile driving.
- .4 The insurance shall attach from date of Award of Contract and continue in effect until the date of issue of the Final Certificate of Completion.
- .5 This Policy may be subject to a deductible of not more than \$250.00 per occurrence applying to Property Damage claims only. Such deductible shall be borne by the Contractor.



LIARD Hwy										DRILL HOLE REPORT		DEPARTMENT OF PUBLIC WORKS, CANADA <del>MACKENZIE HIGHWAY</del>									
OWN		FIELD ENG		DATE DRILLED		AIRPHOTO NO:		CHAINAGE		OFFSET		TEST HOLE									
CKD		TECH		RIG		SURFACE DRAINAGE		VEGETATION		ELEV		MILE B.C.S. NUMBER									
DEPTH (FEET)	SAMPLE NUMBER	SAMPLE TYPE	% RECOVERY	PENETRATION RESISTANCE	UNITED SOIL SYMBOL	SOIL DESCRIPTION	LIMITS OF FROZEN GROUND	ICE DESCRIPTION	DEPTH (FEET)	O : WATER CONTENT (% OF DRY WEIGHT) Δ : ICE CONTENT (% OF SAMPLE VOLUME)		GRAIN-SIZE ANALYSIS				WET DENSITY (P.C.P.)	DRY DENSITY (P.C.P.)	REMARKS			
										PLASTIC LIMIT	LIQUID LIMIT	CLAY %	SILT %	SAND %	GRAVEL %						
2						GRAVEL - SANDY			2												
4									4												
6									6	○								MOIST			
8									8												
10									10												
12									12	Δ								MOIST			
14									14												
16									16	○								MOIST			
18									18												
20									20	○								WET			
22								FROZEN	22												
24									24												
										○								SAT.			

ML SAND-SILTY PERBBES 26'  
Bottom of Hole. 26'

Lizard Hwy				DRILL HOLE REPORT				DEPARTMENT OF PUBLIC WORKS, CANADA <del>MACKENZIE HIGHWAY</del>									
OWN		FIELD ENG		DATE DRILLED		AIRPHOTO NO:		CHAINAGE		OFFSET		TEST HOLE					
CKD		TECH		RIG		SURFACE DRAINAGE:		VEGETATION:		ELEV		MILE B.C.S. NUMBER					
DEPTH (FEET)	SAMPLE NUMBER	SAMPLE TYPE	% RECOVERY	PENETRATION RESISTANCE	UNIFIED SOIL SYMBOL	SOIL DESCRIPTION	LIMITS OF FROZEN GROUND	ICE DESCRIPTION	DEPTH (FEET)	GRAIN-SIZE ANALYSIS				WET DENSITY (P.C.F.)	DRY DENSITY (P.C.F.)	REMARKS	
										CLAY	SILT	SAND	GRAVEL				
										○ = WATER CONTENT (% OF DRY WEIGHT) △ = ICE CONTENT (% OF SAMPLE VOLUME)							
										PLASTIC LIMIT 40      LIQUID LIMIT 80							
										20      40      60      80      100      100+							
										%							
2						SILT - SANDY CLAYEY			2								
4									4								
6									6								
8									8								
10									10								
12									12								
14									14								
16									16								
18									18								
20									20								
22									22								
24									24								

ML

SM

Frozen

NO SAMPLE'S TAKEN

Bottom of Hole .20'

LIARD HILL										DRILL HOLE REPORT				DEPARTMENT OF PUBLIC WORKS, CANADA <del>MACKENZIE HIGHWAY</del>									
DWN		FIELD ENG		DATE DRILLED		AIRPHOTO NO:		CHAINAGE		OFFSET		TEST HOLE 3											
CKD		TECH		RIG		SURFACE DRAINAGE		VEGETATION		ELEV		MILE		B.C.S		NUMBER							
DEPTH (FEET)	SAMPLE NUMBER	SAMPLE TYPE	% RECOVERY	PENETRATION RESISTANCE	UNIFIED SOIL SYMBOL	SOIL DESCRIPTION	LIMITS OF FROZEN GROUND	ICE DESCRIPTION	DEPTH (FEET)	O = WATER CONTENT (% OF DRY WEIGHT) Δ = ICE CONTENT (% OF SAMPLE VOLUME)		GRAIN-SIZE ANALYSIS				WET DENSITY (P.C.F.)	DRY DENSITY (P.C.F.)	REMARKS					
										PLASTIC LIMIT	LIQUID LIMIT	CLAY %	SILT %	SAND %	GRAVEL %								
2						GW GRAVEL - SANDY			2														
4									4									DAMP					
6									6														
8									8														
10									10									DAMP					
12						GN SILTY			12														
14									14									DAMP					
16									16														
18									18														
20									20									T - 1 98 DRY					
22									22														
24						GN SANDY			24									MOIST					

Bottom 4' 2' 2'

LIARD Hwy.				DRILL HOLE REPORT				DEPARTMENT OF PUBLIC WORKS, CANADA <del>MACKENZIE HIGHWAY</del>									
DWN		FIELD ENG.		DATE DRILLED		AIR PHOTO NO.		CHAINAGE		OFFSET		TEST HOLE					
CKD		TECH		RIG		SURFACE DRAINAGE		VEGETATION		ELEV		MILE B.C.S. NUMBER					
DEPTH (FEET)	SAMPLE NUMBER	SAMPLE TYPE	% RECOVERY	PENETRATION RESISTANCE	UNIFIED SOIL SYMBOL	SOIL DESCRIPTION	LIMITS OF FROZEN GROUND	ICE DESCRIPTION	DEPTH (FEET)	GRAIN SIZE ANALYSIS				WET DENSITY (P.C.F.)	DRY DENSITY (P.C.F.)	REMARKS	
										CLAY	SILT	SAND	GRAVEL				
										O = WATER CONTENT (% OF DRY WEIGHT) Δ = ICE CONTENT (% OF SAMPLE VOLUME)							
										PLASTIC LIMIT 40 — LIQUID LIMIT 60							
										20 40 60 80 100 100+							
										% % % %							
2						Gravel - Sandy			2								
4									4								
6									6							DAMP	
8									8								
10									10								
12						SP SAND-GRAVELLY			12							MOIST	
14									14								
16								Frozen	16							WET	
18									18								
20						GP GRAVEL-SAND MIX			20							WET	
22									22								
24						BOTTOM OF HOLE - 21'			24								

LIARD Hwy										DRILL HOLE REPORT										DEPARTMENT OF PUBLIC WORKS, CANADA <del>MACKENZIE HIGHWAY</del>									
DWN		FIELD ENG		DATE DRILLED 7/10/70		AIRPHOTO NO:		CHAINAGE		OFFSET		TEST HOLE 5																	
CKD		TECH BRONKH		RIG B-50		SURFACE DRAINAGE:		VEGETATION:		ELEV		MILE B.C.S. NUMER																	
DEPTH (FEET)	SAMPLE NUMBER	SAMPLE TYPE	% RECOVERY	PENETRATION RESISTANCE	UNIFIED SOIL SYMBOL	SOIL DESCRIPTION	LIMITS OF FROZEN GROUND	ICE DESCRIPTION	DEPTH (FEET)	O = WATER CONTENT (% OF DRY WEIGHT) Δ = ICE CONTENT (% OF SAMPLE VOLUME)		GRAIN-SIZE ANALYSIS				WET DENSITY (PCF)	DRY DENSITY (PCF)	REMARKS											
										PLASTIC LIMIT 20 40 60 80 100 100+	LIQUID LIMIT 80 100 100+	CLAY %	SILT %	SAND %	GRAVEL %														
						PEAT MIN SILT - CLAY 2" 11"																							
2						GRAVEL - SANDY			2																				
4							4			11-25	64	DAMP																	
6							6																						
8							8																						
10							10			5-19	76	DAMP																	
12							12																						
14							14			4-10	86	DAMP																	
16							16																						
18							18																						
20							20			3-13	84	DAMP																	
22						22																							
24						24			5-39	56	DAMP																		

Bottom of Hole - 25'  
By Log Book  
SAMPLE 3 TAKEN @ 30'-31'

- 4-33-63 Moist

LIARD Hwy				DRILL HOLE REPORT				DEPARTMENT OF PUBLIC WORKS, CANADA			
OWN		FIELD ENG		DATE DRILLED		AIRPHOTO NO.		CHAINAGE		MACKENZIE HIGHWAY	
CND		TECH		RIG		SURFACE DRAINAGE		VEGETATION		OFFSET	
DEPTH (FEET)		SAMPLE NUMBER		SAMPLE TYPE		% RECOVERY		PENETRATION RESISTANCE		UNIFIED SOIL SYMBOL	
SOIL DESCRIPTION		LIMITS OF FROZEN GROUND		ICE DESCRIPTION		DEPTH (FEET)		GRAIN-SIZE ANALYSIS		ELEV.	
										TEST HOLE 6	
										MILE B.C.S. NUMBER	
										B.P. 5	
										REMARKS	
2											
4											
6											
8											
10											
12											
14											
16											
18											
20											
22											
24											

BOTTOM OF HOLE - 25'

DEPARTMENT OF PUBLIC WORKS, CANADA

~~MACKENZIE-HIGHWAY~~

LIARD Hwy										DRILL HOLE REPORT					DEPARTMENT OF PUBLIC WORKS, CANADA <del>MACKENZIE HIGHWAY</del>									
DWN		FIELD ENG		DATE DRILLED		AIRPHOTO NO:		CHAINAGE		OFF SET		TEST HOLE 7												
CND		TECH PRONYLW		RIG B-50		SURFACE DRAINAGE:		VEGETATION:		ELEV		MILE B.C.S NUMBER												
DEPTH (FEET)	SAMPLE NUMBER	SAMPLE TYPE	% RECOVERY	PENETRATION RESISTANCE	UNIFIED SOIL SYMBOL	SOIL DESCRIPTION	LIMITS OF FROZEN GROUND	ICE DESCRIPTION	DEPTH (FEET)	O = WATER CONTENT (% OF DRY WEIGHT) Δ = ICE CONTENT (% OF SAMPLE VOLUME)		GRAIN-SIZE ANALYSIS				WET DENSITY (PCF)	DRY DENSITY (PCF)	REMARKS						
										PLASTIC LIMIT 40 60 80 100 100+		CLAY %	SILT %	SAND %	GRAVEL %									
2						GP SAND - GRAVEL MIX SILTY			2															
4									4	○					11	-	41	48	Mo + T					
6						GP SAND - GRAVELLY			6															
8									8															
10									10	○					6	-	64	30	DAMP					
12									12															
14									14	○					9	-	61	30	DAMP					
16									16															
18						SH Silty			18															
20									20	○					11	-	64	25	DAMP					
22						BOTTOM OF HOLE .20'			22															
24									24															



DEPARTMENT OF PUBLIC WORKS  
DEVELOPMENT ENGINEERING BRANCH  
TESTING LABORATORIES DIVISION

TO: C. YURCHAK

LAB. SAMPLE NO. 954  
BAG NO. 1  
ENGINEER C. YURCHAK  
HIGHWAY LIARD Hwy  
STATION \_\_\_\_\_  
PIT NAME & NO. BIRCH River  
LOCATION \_\_\_\_\_  
TEST HOLE NO. 1  
PROPOSED USE \_\_\_\_\_

@ 6'

DATE SAMPLED \_\_\_\_\_  
DATE RECEIVED 1978/12/04  
DATE REPORTED 1978/12/11

REPORT OF TESTS ON BASE AND SOILS  
AND ASPHALT AGGREGATES

Sieve Analysis

Sieve U.S. Std.	Percent Passing by Wt.		
	Original	2"	3/4"
4"			
3"	100		
2"			
1-1/2"	99.1		
1"			
3/4"	97.2		
5/8"			
1/2"	92.9		
3/8"			
*4	55.5		
*10	17.4		
*20			
*30			
*40	4.8		
*80			
*200	3.4		

Over 4" on G.S. Base Cl. 3	%
Over 5" on Soil Survey & Pit Run	%

Classif. from above Tests

A. A. S. H. O.

Group Index

Petographic Analysis

Material Type	% of Total Sample
Limestone—hard various	
Limestone—hard durable	
Limestone—shaley	
Quartz & Quartsite	
Sandstone	
Marble	
Chert	
Ochreous	
Schist	
Shale	
TOTAL	

Particle Shape Analysis

Round	
Sub-Round	
Angular	
Sub-Angular	
Flats	
Needles	
TOTAL	

STD. PROCTER MAX. DENSITY

By Test	lbs./cu.ft.
Estimated	lbs./cu.ft.

STD. PROCTER OPT. MOISTURE

By Test	%
Estimated	%

Soil or Binder Properties

Liquid Limit	
Plastic Limit	
Plasticity Index	

Signed: \_\_\_\_\_

DEPT. OF PUBLIC WORKS OF CANADA  
MATERIALS TESTING ENGINEER  
EDMONTON

SEE REVERSE SIDE FOR POSSIBLE REMARKS





DEPARTMENT OF PUBLIC WORKS  
DEVELOPMENT ENGINEERING BRANCH  
TESTING LABORATORIES DIVISION

TO: C. Yurchak

LAB. SAMPLE NO.	955
BAG NO.	2
ENGINEER	C. YURCHAK
HIGHWAY	LIARD Hwy.
STATION	
PIT NAME & NO.	BIRCH RIVER
LOCATION	
TEST HOLE NO.	2
PROPOSED USE	
	@ 5'1/2'
DATE SAMPLED	
DATE RECEIVED	1978/12/04
DATE REPORTED	1978/12/11

REPORT OF TESTS ON BASE AND SOILS  
AND ASPHALT AGGREGATES

Sieve Analysis

Sieve U.S. Std.	Percent Passing by Wt.		
	Original	2"	3/4"
4"	93.8		
3"	92.1		
2"			
1-1/2"	88.8		
1"			
3/4"	84.0		
5/8"			
1/2"	76.9		
3/8"			
*4	46.3		
*10	25.0		
*20			
*30			
*40	7.7		
*80			
*200	3.6		

Petographic Analysis

Material Type	% of Total Sample
Limestone—hard various	
Limestone—hard durable	
Limestone—shaley	
Quartz & Quartsite	
Sandstone	
Marble	
Chert	
Ochreous	
Schist	
Shale	
TOTAL	

Particle Shape Analysis

Round	
Sub-Round	
Angular	
Sub-Angular	
Flats	
Needles	
TOTAL	

STD. PROCTER MAX. DENSITY

By Test	lbs./cu.ft.
Estimated	lbs./cu.ft.

STD. PROCTER OPT. MOISTURE

By Test	%
Estimated	%

Soil or Binder Properties

Liquid Limit	
Plastic Limit	
Plasticity Index	

Classif. from above Tests

A. A. S. H. O.

Group Index

Signed: Quintanilla

DEPT. OF PUBLIC WORKS OF CANADA  
MATERIALS TESTING ENGINEER  
EDMONTON

SEE REVERSE SIDE FOR POSSIBLE REMARKS



DEPARTMENT OF PUBLIC WORKS  
DEVELOPMENT ENGINEERING BRANCH  
TESTING LABORATORIES DIVISION

TO: C. Yurechak

LAB. SAMPLE NO.	957
BAG NO.	4
ENGINEER	
HIGHWAY	LIARD Hwy.
STATION	
PIT NAME & NO.	BIRCH RIVER PIT
LOCATION	
TEST HOLE NO.	TEST PIT # 3
PROPOSED USE	
	@ 7'
DATE SAMPLED	
DATE RECEIVED	1978/02/04
DATE REPORTED	1978/12/11

REPORT OF TESTS ON BASE AND SOILS  
AND ASPHALT AGGREGATES

Sieve Analysis

Sieve U.S. Std.	Percent Passing by Wt.		
	Original	2"	3/4"
4"			
3"	100		
2"			
1-1/2"	97.0		
1"			
3/4"	91.9		
5/8"			
1/2"	87.8		
3/8"			
#4	63.0		
#10	29.6		
#20	.		
#30			
#40	6.1		
#80			
#200	3.9		

Petographic Analysis

Material Type	% of Total Sample
Limestone—hard various	
Limestone—hard durable	
Limestone—shaley	
Quartz & Quartsite	
Sandstone	
Marble	
Chert	
Ochreous	
Schist	
Shale	
TOTAL	

Particle Shape Analysis

Round	
Sub-Round	
Angular	
Sub-Angular	
Flats	
Needles	
TOTAL	

STD. PROCTER MAX. DENSITY

By Test	lbs./cu.ft.
Estimated	lbs./cu.ft.

STD. PROCTER OPT. MOISTURE

By Test	%
Estimated	%

Soil or Binder Properties

Liquid Limit	
Plastic Limit	
Plasticity Index	

Classif. from above Tests

A. A. S. H. O.

Group Index

DEPT. OF PUBLIC WORKS OF CANADA

Signed: QUALITY CONTROL CENTRE

MATERIALS TEST ENGINEER  
EDMONTON

SEE REVERSE SIDE FOR POSSIBLE REMARKS



DEPARTMENT OF PUBLIC WORKS  
DEVELOPMENT ENGINEERING BRANCH  
TESTING LABORATORIES DIVISION

TO: C. YURCHAK

LAB. SAMPLE NO.	956
BAG NO.	3
ENGINEER	
HIGHWAY	LIARD Hwy
STATION	
PIT NAME & NO.	BIRCH River
LOCATION	
TEST HOLE NO.	TEST PIT # 3
PROPOSED USE	
	@ 5 1/2'
DATE SAMPLED	
DATE RECEIVED	1978/12/04
DATE REPORTED	1978/12/11

REPORT OF TESTS ON BASE AND SOILS  
AND ASPHALT AGGREGATES

Sieve Analysis

Sieve U.S. Std.	Percent Passing by Wt.		
	Original	2"	3/4"
4"			
3"	100		
2"			
1-1/2"	95.2		
1"			
3/4"	77.7		
5/8"			
1/2"	65.4		
3/8"			
*4	47.7		
*10	31.7		
*20			
*30			
*40	11.6		
*80			
*200	6.6		

Petographic Analysis

Material Type	% of Total Sample
Limestone — hard various	
Limestone — hard durable	
Limestone — shaley	
Quartz & Quartzite	
Sandstone	
Marble	
Chert	
Ochreous	
Schist	
Shale	
TOTAL	

Particle Shape Analysis

Round	
Sub — Round	
Angular	
Sub — Angular	
Flats	
Needles	
TOTAL	

STD. PROCTER MAX. DENSITY

By Test	lbs./cu.ft.
Estimated	lbs./cu.ft.

STD. PROCTER OPT. MOISTURE

By Test	%
Estimated	%

Soil or Binder Properties

Liquid Limit	
Plastic Limit	
Plasticity Index	

Over 4" on G.S. Base Cl. 3	%
Over 5" on Soil Survey & Pit Run	%

Classif. from above Tests

A. A. S. H. O.

Group Index

Signed: QUALITY CONTROL ENGINEER  
DEPT. OF PUBLIC WORKS OF CANADA  
MATERIALS TESTING ENGINEER  
EDMONTON

SEE REVERSE SIDE FOR POSSIBLE REMARKS

OPERATING CONDITIONS - PART I

The Operator DEPARTMENT OF PUBLIC WORKS - CANADA shall conduct the \_\_\_\_\_  
CONSTRUCT LIARD HIGHWAY - MILE 21 - 35.5

Land Use Operation authorized by this Land Use Permit in accordance with the following operating conditions:

GENERAL CONDITIONS

1. THE OPERATOR SHALL ADHERE TO ALL APPLICABLE CONDITIONS STATED IN PART I (GENERAL) OF THE TERRITORIAL LAND USE REGULATIONS.
2. THE OPERATOR'S FIELD SUPERVISOR SHALL CONTACT THE FORT SIMPSON DISTRICT OFFICE OF THE NORTHWEST LANDS AND FOREST SERVICE PHONE NUMBER 695-2231 FORTY EIGHT HOURS PRIOR TO THE COMMENCEMENT OF THIS LAND USE OPERATION.
3. THE OPERATOR IS RESPONSIBLE FOR UNDERTAKING FOREST FIRE PREVENTION AND SUPPRESSION MEASURES, AS DIRECTED BY THE NORTHWEST LANDS AND FOREST SERVICE.
4. PRIOR APPROVAL SHALL BE OBTAINED THROUGH THE LAND USE INSPECTOR FOR PROPOSED CHANGES IN THE APPROVED PLAN OF OPERATIONS, CAMP LOCATIONS AND OTHER ASSOCIATED FACILITIES.
5. THE LAND USE PERMIT AND ANNEXED OPERATING CONDITIONS SHALL BE POSTED AT THE SITE OF OPERATIONS AND ALL PERSONNEL MADE FAMILIAR WITH THE CONTENTS AND INTENT.
6. INSTALLATION OF EROSION CONTROLS AND CLEANUP OF WASTE WILL BE CONTINUOUS AND KEEP PACE WITH PROJECT ACTIVITY.
7. NOTWITHSTANDING THE TERMINATION OF THE PERMIT, THE OBLIGATION OF THE OPERATOR WITH RESPECT TO CLEANUP AND RESTORATION DOES NOT CEASE UNTIL HE IS IN POSSESSION OF A LETTER OF CLEARANCE FROM THE HEAD, LAND USE SECTION, DIAND, YELLOWKNIFE, N.W.T.

#### FUEL STORAGE

8. PRIOR TO THE INSTALLATION OF FUEL STORAGE FACILITIES EXCEEDING 5,000 GALLONS THE OPERATOR WILL REQUIRE WRITTEN APPROVAL FROM THE HEAD, LAND USE SECTION, DIAND, YELLOWKNIFE, N.W.T.
9. FOR FUEL STORAGE FACILITIES OF 5,000 GALLONS OR LESS THE OPERATOR SHALL LOCATE AND PLACE FUEL STORAGE CONTAINERS SO THAT ANY SPILLED OR LEAKED FUEL WILL BE TOTALLY CONTAINED.
10. FUEL OUTLETS EXCEPTING THE OUTLET CURRENTLY IN USE SHALL BE SEALED TO PREVENT LEAKAGE.
11. THE LAND USE INSPECTOR WILL BE INFORMED OF THE LOCATION OF ALL FUEL CACHES.
12. ALL STATIONARY FUEL STORAGE FACILITIES SHALL BE CLEARLY MARKED WITH FLAGS OR POSTS SO THEY ARE PLAINLY VISIBLE, REGARDLESS OF SNOW COVER, WEATHER OR DAYLIGHT CONDITIONS.

#### WILDLIFE

13. THE OPERATOR SHALL NOT USE MACHINERY OR OTHERWISE CONDUCT THE OPERATION SO AS TO HARASS OR UNNECESSARILY DISTURB WILDLIFE OR DAMAGE WILDLIFE HABITAT.
14. THE OPERATOR SHALL COOPERATE AT ALL TIMES WITH GAME OFFICIALS TO PROTECT WILDLIFE AND WILDLIFE HABITAT.
15. (A) ALL FIREARMS SHALL BE UNDER THE CONTROL OF SUPERVISORS AND BE USED ONLY FOR PROTECTION.  
  
(B) THE PRESENCE OF A WILD ANIMAL THAT MAY CREATE A HAZARD IS TO BE REPORTED IMMEDIATELY TO THE NEAREST GAME MANAGEMENT OFFICER OR R.C.M.P. DETACHMENT.  
  
(C) THE FEEDING OF WILDLIFE IS PROHIBITED.
16. FOOD AND CAMP KITCHEN WASTE WILL BE HANDLED IN A MANNER TO AVOID ATTRACTING WILDLIFE.
17. HUNTING IS PROHIBITED FOR PERSONS EMPLOYED BY THE OPERATOR OR CONTRACTOR AND RESIDENT IN A PERMITTEE OR CONTRACTOR OPERATED CAMP (I.E. CAMPS WILL NOT BE USED AS A BASE FOR HUNTING).

#### VEHICLE TRAVEL

18. WINTER COMMENCEMENT AND SPRING SHUTDOWN DATES FOR OVERLAND VEHICLE MOVEMENT WILL BE DETERMINED BY THE HEAD, LAND USE SECTION, BASED ON LOCAL TERRAIN CONDITIONS.

19. WINTER ACCESS ROADS SHALL BE OF PACKED SNOW CONSTRUCTION.
20. IN ORDER TO MINIMIZE SURFACE DISTURBANCE, BULLDOZER BLADES WHEN USED OUTSIDE THE AREA OF CONSTRUCTION ACTIVITY SHALL BE ELEVATED A MINIMUM OF SIX INCHES ABOVE THE GROUND BY MUSHROOM-TYPE SHOES OR A SIMILAR DEVICE. REMOVAL MAY BE AUTHORIZED BY THE LAND USE INSPECTOR FOR SPECIAL PURPOSES.
21. THE OPERATOR SHALL PRESCOUT PROPOSED ROUTES AND LINES AND SHALL INDICATE WITH GROUND MARKERS THE MOST FAVORABLE LOCATIONS FOR CROSSING STREAMS OR AVOIDING TERRAIN OBSTACLES PRIOR TO MOVEMENT OF CRAWLER TRACTORS OR OTHER HEAVY VEHICLES.
22. SHOULD EXCESSIVE TERRAIN DAMAGE RESULT FROM VEHICLES, THEIR USE WILL BE LIMITED OR STOPPED BY THE LAND USE INSPECTOR.

ARCHAEOLOGICAL

23. (A) ARCHAEOLOGICAL FINDS MUST BE MADE KNOWN TO THE LAND USE INSPECTOR.  
(B) IDENTIFIED ARCHAEOLOGICAL SITES MUST BE PROTECTED FROM DAMAGE OR INTERFERENCE.

## ROW CLEARANCE AND CONSTRUCTION - PART II

### CAMP SITES AND STAGING AREAS

24. IN ORDER TO MINIMIZE SURFACE DISTURBANCE OR SOIL SUBSIDENCE THE OPERATOR SHALL PREPARE THE GROUND SURFACE BENEATH ALL FACILITIES AND STRUCTURES ASSOCIATED WITH THIS LAND USE OPERATION.
25. PORTABLE RAMPS WILL BE USED FOR BARGE LOADING AND UNLOADING: PUSH-OUTS WILL NOT BE USED UNLESS AUTHORIZED BY THE LAND USE INSPECTOR.
26. AN AREA CLEARLY SIGNED SALVAGE SHALL BE MARKED OUT, AND USED FOR THE STORAGE OF ALL SURPLUS STORES AND EQUIPMENT AND SALVAGEABLE MATERIAL.
27. THE DISPOSAL OF NONSALVAGEABLE EQUIPMENT AND PARTS SHALL BE BY COMPACTION AND BURIAL AT A SITE APPROVED BY THE LAND USE INSPECTOR.
28. KITCHENS AND WASH CARS SHOULD INCORPORATE WATER SAVING AND WASTE SEPARATION FEATURES.
29. ALL COMBUSTIBLE GARBAGE AND DEBRIS SHALL BE INCINERATED IN A FUEL-FIRED, FORCED-AIR INCINERATOR AT LEAST DAILY, AND THE RESIDUE AND ALL OTHER NONCOMBUSTIBLE GARBAGE AND DEBRIS SHALL BE DISPOSED OF IN A MANNER ACCEPTABLE TO THE LAND USE INSPECTOR.
30. ALL WASTE PETROLEUM PRODUCTS SHALL BE DISPOSED OF DAILY BY INCINERATION.
31. THE TAKING OF WATER AND DISPOSAL OF WATERBORNE WASTE SHALL BE IN ACCORDANCE WITH THE NORTHERN INLAND WATERS ACT.

### TIMBER CLEARING AND DISPOSAL

32. DISPOSAL OF TIMBER AND BRUSH FROM THE RIGHT-OF-WAY AND ASSOCIATED FACILITIES WILL BE DONE BY ONE OF THE FOLLOWING METHODS:
  - (A) CLEARING AND PLACING TIMBER AND BRUSH WITHIN THE RIGHT-OF-WAY FOR INCORPORATION INTO THE GRADE.
  - (B) REMOVAL TO A BORROW SITE OR SIMILAR SUITABLE LOCATION FOR BURNING AND/OR BURIAL.
  - (C) BURNING SMALL PILES.
33. WHEN CLEARING AND BRUSHING WITHIN THE RIGHT-OF-WAY IS DONE BY HAND CREWS, STUMPS WILL BE CUT AS CLOSE TO THE GROUND AS POSSIBLE. BRUSH LESS THAN 2 FEET HIGH MAY BE LEFT STANDING.

34. PROCEDURES FOR ADVANCED CLEARING STREAM BANKS OR STEEP SLOPES REQUIRE PRIOR APPROVAL OF THE LAND USE INSPECTOR.
35. ON AREAS ADJACENT TO BORROW PITS AND DESIGNATED AS SPOIL AREAS, TIMBER AND BRUSH MATERIALS WILL BE WALKED DOWN PRIOR TO THE PLACEMENT OF SPOIL MATERIALS.
36. LEANERS AND DEBRIS SHALL NOT BE LEFT IN STANDING TIMBER.

#### GRUBBING (OR STRIPPING)

37. AREAS TO BE GRUBBED SHALL BE DEFINED BY THE OPERATOR TO THE LAND USE INSPECTOR PRIOR TO COMMENCEMENT.
38. GRUBBING SHALL BE CONFINED TO MINIMUM AREAS FOR PURPOSES OF CUTS, DITCHING AND BORROW PITS.
39. MOVEMENT OF GRUBBING EQUIPMENT SHALL BE CONFINED TO AREAS TO BE GRUBBED AND RIGHT-OF-WAY.
40. DISPOSAL OF GRUBBED MATERIAL WILL BE BY BURNING OR BURIAL.

#### ACCESS ROADS

41. ACCESS ROUTES REQUIRE PRIOR APPROVAL BY THE LAND USE INSPECTOR.
42. ACCESS TO BORROW PITS SHALL BE LIMITED TO:
  - (A) A SINGLE ROUTE OF A MINIMUM WIDTH NECESSARY FOR TWO-WAY PASSAGE OF VEHICLES: OR
  - (B) TWO ROUTES OF A MINIMUM WIDTH NECESSARY FOR ONE-WAY PASSAGE OF VEHICLES.
43. DOGLEG APPROACHES ARE REQUIRED ON ALL BORROW PIT ACCESS ROADS.
44. TOTAL DISPOSAL OF TIMBER ON ACCESS ROADS SHALL BE CARRIED OUT TO THE LIMIT OF VISIBILITY FROM THE FINISHED ROADWAY.

#### BORROW PITS AND WASTE PILES

45. ADDITIONAL DEVELOPMENT AND RESTORATION PROPOSALS FOR BORROW PITS, CUTS AND WASTING AREAS SHALL BE APPROVED BY THE LAND USE INSPECTOR PRIOR TO THE COMMENCEMENT OF CLEARING.
46. IN TIMBERED AREAS A RESIDUAL TIMBER STAND OF 300 FEET SHALL BE MAINTAINED BETWEEN THE HIGHWAY AND BORROW OR WASTE AREAS, UNLESS OTHERWISE AUTHORIZED BY THE LAND USE INSPECTOR.
47. STRIPPED MATERIAL SHALL BE REMOVED IN SUCH A MANNER AND PLACED IN SUCH A LOCATION AT THE EDGE OF THE BORROW AREA AS TO FACILITATE RESTORATION ON COMPLETION OF THE OPERATION.



48. BACKSLOPES IN BORROW AREAS SHALL BE MAINTAINED AT A SLOPE OF TWO HORIZONTAL TO ONE VERTICAL FOR COMMON EXCAVATION, OR OTHERWISE TO THE SATISFACTION OF THE LAND USE INSPECTOR.
49. WASTE PILES WILL HAVE A LOW PROFILE FOR STABILITY.
50. LEVELLING AND SHAPING OF WASTE PILES WILL BE PROGRESSIVE WITH OPERATIONS.

#### DRAINAGE AND STREAM CROSSINGS

51. THE OPERATOR SHALL MAKE TEMPORARY CROSSINGS OF STREAMS IN SUCH A MANNER AS TO AVOID EXCAVATING OR OTHERWISE UNDULY DISTURBING APPROACHES, SHORES, BANKS AND STREAMBEDS AND, NOTWITHSTANDING THE FOREGOING, NO EXCAVATIONS SHALL BE MADE WITHOUT THE PRIOR APPROVAL OF THE LAND USE INSPECTOR. NO DEBRIS WILL BE DEPOSITED IN ANY STREAM DURING THE OPERATIONS.
52. APPROVAL FOR ALL PERMANENT CROSSINGS MUST BE AUTHORIZED UNDER THE NORTHERN INLAND WATERS ACT.
53. THE PLACEMENT OF CULVERTS WILL BE PROGRESSIVE WITH GRADE CONSTRUCTION IN ORDER TO PREVENT OBSTRUCTION TO NORMAL DRAINAGE.
54. DRAINAGE WILL BE PROVIDED FOR WHEN ESTABLISHING ACCESS ROADS.
55. EXCAVATED MATERIAL NOT SUITABLE FOR PROJECT USE MUST BE DISPOSED OF IN A LOCATION AND MANNER SATISFACTORY TO THE LAND USE INSPECTOR.
56. ANY OBSTRUCTION TO NATURAL DRAINAGE OCCURRING DURING THE LAND USE OPERATION SHALL BE REMOVED AND CONDITIONS RESTORED TO THE ORIGINAL STATE AS QUICKLY AS POSSIBLE.

MEMORANDUM

NOTE DE SERVICE

JAN 4 1979 *Te*

TO: Mr. G. D. Reid  
Director, Transportation Program  
Design and Construction  
Public Works Canada  
Ottawa, Ontario

FROM: Manager  
Highways Program  
Public Works Canada  
Edmonton, Alberta


SECURITY - CLASSIFICATION - DE SÉCURITÉ
OUR FILE - N/RÉFÉRENCE  6221-A1-3
YOUR FILE - V/RÉFÉRENCE
DATE 1978-12-21

SUBJECT: LIARD HIGHWAY, N.W.T.  
ADDENDUM TO TENDER PACKAGE  
CLEANING, EXCAVATION, HAULING AND STOCKPILING PIT RUN GRAVEL, MILE 34  
PROJECT 085911

Enclosed are six copies of Addendum No. 1 issued December 19, 1978 for the above Contract.

Four copies are intended to be forwarded to the Department of Indian and Northern Affairs in Ottawa.

Additional distribution is shown on the attached distribution list.

  
F.E. Kimball  
Manager  
Highways Program  
Western Region

Att.

Mr. A. Redshaw  
Regional Manager  
Water Resources Division  
Department of Indian and  
Northern Affairs  
P.O. Box 1500  
Yellowknife, N.W.T.  
X1A 2R3  
(2 copies specs, 1 sepia plans)

Mr. J. Ganske  
Regional Manager  
Land Resources Division  
Department of Indian and  
Northern Affairs  
P.O. Box 1500  
Yellowknife, N.W.T.  
X1A 2R3  
(3 copies specs)

Mr. G. McKinnon, Chairman  
Regional Transportation Committee  
Department of Fisheries and Environment  
501 University Crescent  
Winnipeg, Manitoba  
(6 copies plans and specs)

Mr. J. Bentley, Chief  
Highways Division  
Department of Public Works  
Government of the Northwest Territories  
Yellowknife, N.W.T.  
X1A 2L9  
(1 copy plans and specs)

Mr. F. Janz  
Head, Field Engineering Services  
Department of Indian and  
Northern Affairs  
Room 220, 9925 - 109 Street  
Edmonton, Alberta  
T5K 2J8  
(2 copies plans and specs)

Mr. C. H. Yurchak, Edmonton  
(1 copy plans and specs)

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Mr. E. Viddal, Edmonton  
(1 copy plans and specs)

JAN 4 1979 76

Public Works Canada	Liard Highway, N.W.T.	Addendum No. 1
Western Region	Clearing, Excavation,	December 19, 1978
Project No. 085911	Hauling & Stockpiling	Page 1 of 1
	Pit Run Gravel, Mile 34	

The following changes in the Tender Documents are effective immediately. This Addendum shall form part of the contract documents.

1. Referring to Specification Index  
Page 2 of 2. Tender Documents - 4. Labour Conditions "D"  
(and Appendix "A").

CORRECTION: Appendix "A" Wage Schedule not included previously as listed in index. Attached copy (four pages) to be inserted into contract Specification.

2. Referring to Specification Index  
Page 2 of 2. Tender Documents - 6. Land Use Permit

CORRECTION: Land Use Permit first page not included previously as listed in index. Attached copy (two pages) to be inserted into contract Specification.

Labour  
CanadaTravail  
Canada

LABOUR CONDITIONS - CONDITIONS DE TRAVAIL

**APPENDIX A - ANNEXE A**

WAGE SCHEDULE - BARÈME DE SALAIRE

DEPT. OF LABOUR REF. NO.  
N<sup>o</sup> DE RÉF. DU MINISTÈRE DU TRAVAIL : MT 776-P4-1280

DATE: December 8, 1978

THIS SCHEDULE IS APPLICABLE TO THE FOLLOWING PROJECT.  
LE BARÈME CI-APRÈS S'APPLIQUE AU PROJET SUIVANTClearing, Excavation, Hauling and Stockpiling  
Pit Run Gravel, Mile 34LOCALITY:  
ENDROIT : Liard Highway, NWTCONTRACTING AUTHORITY:  
ADJUDICATEUR : Public Works CanadaREF. NO. : 6221-A1-3  
N<sup>o</sup> DE RÉF. :

## CONSTRUCTION CONTRACTS - CONTRATS DE CONSTRUCTION

CLASSIFICATION OF LABOUR CATÉGORIE DE MAIN-D'OEUVRE	RATE OF WAGES PER HOUR NOT LESS THAN TAUX HORAIRE DE SALAIRE NON INFÉRIEUR À
Air Conditioning Mechanic <i>Mécanicien d'installation de climatisation</i>	\$ 11.00
Asphalt or Concrete Spreader Operator <i>Conducteur d'épandeuse d'asphalte ou de béton</i>	6.90
Asphalt Raker <i>Ratisseur d'asphalte</i>	6.50
Batchman <i>Doseur</i>	6.90
Boilermaker (erection and repair) <i>Chaudronnier (montage et réparation)</i>	11.55
Bricklayer and Stonemason <i>Briqueur et maçon</i>	10.72
Carpenter <i>Charpentier</i>	10.98
Cement Finisher (on building construction) <i>Cimentier - Applicateur (construction de bâtiments)</i>	10.18
Cement Finisher (on all other work) <i>Cimentier - Applicateur (tout autre travail)</i>	7.70
Compressor Operator <i>Conducteur de compresseur</i>	9.03
Concrete Floatman (puddleman - screedman) <i>Bétonneur (régaleur - dameur)</i>	9.03
Concrete Mixer Operator <i>Conducteur de bétonnière</i>	9.13

THE CONTRACTOR SHOULD NOTE INFORMATION ON PAGE 4 OF THIS SCHEDULE.

L'ENTREPRENEUR DOIT PRENDRE CONNAISSANCE DES RENSEIGNEMENTS EN PAGE 4 DE LA PRÉSENTE ANNEXE.

LAB/TRAV 179(1)

May, 1978

CLASSIFICATION OF LABOUR CATÉGORIE DE MAIN-D'OEUVRE	RATE OF WAGES PER HOUR NOT LESS THAN TAUX HORAIRE DE SALAIRE NON INFÉRIEUR À
Crane Operator (overhead, climbing, skyway, or equiv.) <i>Grutier (surélevée, montante, gratte-ciel, ou l'équiv.)</i>	\$ 11.29
Driller (air trac, wagon or similar drills) <i>Conducteur de foreuse (air comprimé, chariot ou foreuses du même genre)</i>	9.23
Drywall Applicator (incl. filling and taping) <i>Poseur de panneaux-mur sec (incl. remplissage et gallon sur joint)</i>	10.41
Electrician <i>Électricien</i>	11.60
Elevator Mechanic <i>Mécanicien d'ascenseur et monte-charge</i>	11.49
Equipment Operator (backhoe, dragline, gradall, pile driver, shovel, mobile crane) <i>Conducteur de machines (pelle à benne arrière, grue à benne traînante, gradall, sonnette, pelle, grue mobile)</i>	8.14
Equipment Operator (bulldozer, tractor (D6 or equiv. and over); front end loader (over 1 cu. yd.) <i>Conducteur de machines (bélier mécanique, tracteur (D6 ou l'équiv. et plus); chargeuse avant (plus de 1 v. cu.)</i>	7.61
Equipment Operator (bulldozer, tractor (under D6 or equiv.); front end loader (up to 1 cu. yd.) <i>Conducteur de machines (bélier mécanique, tracteur (moins de D6 ou l'équiv.); chargeuse avant (jusqu'à 1 v. cu.)</i>	6.90
Flagman <i>Signaleur</i>	5.15
Float Driver (under 25 tons) <i>Conducteur de fardier (moins de 25 tonnes)</i>	6.90
Float Driver (25 tons or over) <i>Conducteur de fardier (25 tonnes ou plus)</i>	7.61
Form Setter <i>Coffreur</i>	9.23
Glass & Metal Installer <i>Vitrier (poseur de verre)</i>	8.94
Grader Operator <i>Conducteur de niveleuse</i>	7.61
Heavy Equipment Mechanic <i>Mécanicien de machines lourdes</i>	8.50
Hoist Operator <i>Conducteur d'appareils de levage</i>	9.94
Insulation Mechanic (heat and frost) <i>Installateur de matériel (thermique et frigorifique)</i>	11.33
Jackhammer Operator <i>Conducteur de marteau pneumatique</i>	9.13
Labourer (building construction) <i>Manoeuvre (construction de bâtiments)</i>	9.03
Labourer (heavy construction) <i>Manoeuvre (gros travaux de construction)</i>	7.70
Labourer (roads and paving construction) <i>Manoeuvre (construction de routes et asphaltage)</i>	6.50
Labourer (demolishing and wrecking) <i>Démolisseur</i>	5.95
Lather <i>Poseur de lattis</i>	10.39
Lineman (electric) <i>Monteur de lignes électriques</i>	9.90
Marble Mason <i>Marbrier de bâtiment</i>	10.09

CLASSIFICATION OF LABOUR CATÉGORIE DE MAIN-D'OEUVRE	RATE OF WAGES PER HOUR NOT LESS THAN TAUX HORAIRE DE SALAIRE NON INFÉRIEUR À
Millwright <i>Mécanicien — ajusteur</i>	\$ 11.59
Mortarman <i>Gâcheur de mortier</i>	9.13
Ornamental and misc. Metal Erector <i>Monteur en métaux d'ornementation et métaux divers</i>	11.44
Painter (brush and roller) <i>Peintre (pinceau et rouleau)</i>	10.00
Painter (spray) <i>Peintre au pistolet</i>	10.50
Pipelayer (caulker and solderer) <i>Poseur de canalisations (mateur et soudeur)</i>	9.23
Plasterer <i>Plâtrier</i>	10.41
Plumber, Steamfitter and Welder (pipe) <i>Plombier, appareilleur à vapeur et soudeur en tuyauterie</i>	11.44
Powderman <i>Préposé aux explosifs</i>	9.38
Pump Operator <i>Préposé au pompage</i>	9.03
Resilient Tile and Carpet Installer <i>Poseur de carreaux (matériaux élastiques) et de tapis</i>	10.98
Rodman (reinforced concrete) <i>Ferrailleur</i>	10.43
Roller Operator <i>Conducteur de rouleau compresseur</i>	6.90
Roofer (built-up) <i>Couvreur (toit lamellaire)</i>	10.13
Roofer's Helper <i>Aide-couvreur</i>	9.03
Sheet Metal Mechanic <i>Tôlier</i>	11.16
Sprinkler Installer <i>Installateur d'extincteurs automatiques</i>	10.55
Structural Steel Erector <i>Monteur d'acier de structure</i>	11.69
Terrazzo Layer <i>Poseur de terrazzo</i>	10.09
Terrazzo Machine Operator (dry) <i>Conducteur de polisseuse de terrazzo (procédé sec)</i>	10.09
Terrazzo Machine Operator (wet) <i>Conducteur de polisseuse de terrazzo (procédé humide)</i>	10.09
Tile Setter (ceramic) <i>Carreleur (céramique)</i>	10.09
Truck Driver (service, 3 tons or under; dump, single axle) <i>Camionneur (camions, 3 tonnes ou moins; à bascule et à essieu simple)</i>	6.90
Truck Driver (fuel or lubricant tankers; A-frames under 5 tons (winch equipped) <i>Camionneur (camions-citernes à carburant ou à lubrifiant; châssis entretroisés en A, moins de 5 tonnes (équipés d'un treuil)</i>	6.90
Truck Driver (dump, double axle) <i>Camionneur (camions à bascule et à double essieu)</i>	7.61

CLASSIFICATION OF LABOUR CATÉGORIE DE MAIN-D'OEUVRE	RATE OF WAGES PER HOUR NOT LESS THAN TAUX HORAIRE DE SALAIRE NON INFÉRIEUR À
Truck Driver (A-frames, 5 tons or over (winch equipped) <i>Camionneur (camions à châssis entretoisés en A, de 5 tonnes ou plus (équipés d'un treuil))</i>	\$ 7.61
Watchman or Security Guard <i>Gardien ou agent de sécurité</i>	3.95
Welder -General (acetylene or electric) <i>Soudeur-général (acétylène ou électrique)</i>	8.50
Wharf and Dock Builder <i>Constructeur de quais et docks</i>	7.55
DEFINITIONS	DÉFINITIONS
IN THIS APPENDIX:	DANS L'ANNEXE:
(a) "BUILDING CONSTRUCTION" means the construction, remodelling and repair of buildings.	a) "CONSTRUCTION DE BÂTIMENTS" signifie la construction, la rénovation et la réparation de bâtiments.
(b) "HEAVY CONSTRUCTION" means such work as, but not limited to, site preparation, excavations, water and sewer lines, electric transmission lines, marine works, bridges, viaducts, tunnels and dams.	b) "GROS TRAVAUX DE CONSTRUCTION" signifie notamment, mais non exclusivement, l'aménagement de terrain, travaux d'excavation, pose d'égouts et canalisations hydrauliques et électriques, travaux maritimes, construction de ponts, viaducs, tunnels et barrages.
(c) "ROADS AND PAVING CONSTRUCTION" means the construction of roads, parking lots, airport runways, taxi strips and parking aprons, sidewalks, including culverts, drainage and other related work, and all concrete and asphalt paving.	c) "CONSTRUCTION DE ROUTES ET ASPHALTAGE" signifie la construction de routes, terrains de stationnement, pistes d'envol et de déplacement au sol, rampes de stationnement, trottoirs, y compris, les ponceaux, le drainage et les autres travaux connexes, et tous les travaux de bétonnage et d'asphaltage.
(d) "LABOURER (DEMOLISHING & WRECKING)" means a labourer employed by a contractor whose main business activity is the demolition, wrecking or razing of buildings or structures.	d) "DÉMOLISSEUR" signifie un manoeuvre employé par un entrepreneur dont l'activité principale consiste à démolir ou à abattre des édifices ou des constructions.
THE CONTRACTOR SHOULD NOTE:	L'ENTREPRENEUR DOIT NOTER:
(a) THAT DURING THE TERM OF THIS CONTRACT, THE WAGE RATES LISTED HEREIN MAY BE REVISED IN ACCORDANCE WITH SECTION 2(b) OF THE LABOUR CONDITIONS, AND	a) QUE PENDANT LA DURÉE DE CE CONTRAT, LES TAUX DE SALAIRE ÉNUMÉRÉS DANS L'ANNEXE PEUVENT ÊTRE REVISÉS EN CONFORMITÉ AVEC LA SECTION 2b) DES CONDITIONS DE TRAVAIL, ET
(b) THAT IN CARRYING OUT ANY OF THE WORK CONTEMPLATED BY THIS CONTRACT, HE MAY ALSO BE SUBJECT TO PROVINCIAL LAWS AND REGULATIONS.	b) QUE, DANS L'EXÉCUTION DE TOUT TRAVAIL PRÉVU PAR LE CONTRAT, IL PEUT AUSSI ÊTRE ASSUJETTI AUX LOIS ET RÈGLEMENTS PROVINCIAUX.



DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

NORTHERN OPERATIONS BRANCH

LAND USE PERMIT

PERMIT - Class A

NUMBER N78E778

SUBJECT TO THE TERRITORIAL LAND USE REGULATIONS AND THE TERMS AND CONDITIONS IN THIS PERMIT, AUTHORITY IS HEREBY GRANTED TO:

PUBLIC WORKS CANADA  
PERMITTEE

TO PROCEED WITH THE LAND USE OPERATION DESCRIBED IN THE APPLICATION OF:

FEBRUARY 1, 1978  
DATE

F.F. KIMBALL  
SIGNED BY

RIGHT-OF-WAY CLEARING

MILE 21 - 66.5, LIARD HIGHWAY  
TYPE OF LAND USE OPERATION

LIARD HIGHWAY  
LOCATION

THIS PERMIT MAY BE ASSIGNED, EXTENDED, DISCONTINUED, SUSPENDED OR CANCELLED PURSUANT TO THE TERRITORIAL LAND USE REGULATIONS.

DATED AT YELLOWKNIFE, N.W.T.

THIS 3RD DAY OF MARCH, 1978

D Long  
ENGINEER

MARCH 6, 1978  
COMMENCEMENT DATE

MARCH 6, 1980  
EXPIRY DATE

NOTE: THE GRANTING OF THIS PERMIT DOES NOT RELIEVE THE PERMITTEE FROM OBSERVING AND COMPLYING WITH ANY OTHER APPLICABLE ACTS, REGULATIONS, ORDINANCES, BY-LAWS OR ORDERS.

42518



Indian and  
Northern Affairs

Affaires indiennes  
et du Nord

P.O. Box 1500  
Yellowknife, N.W.T.  
XIA 2R3

RECEIVED DEC 12 1978 T.D. 16523 FIL 6201-A1
--

December 12, 1978

*Viddal*

E. Viddal  
Project Manager  
N.W.T. Roads  
Public Works Canada  
P.O. Box 488  
Edmonton, Alberta  
T5J 2K1

Your file / Votre référence 6201-A1

Our file / Notre référence N78E778

Dear Sir:

Re: Liard Highway Mile 21 to 67

In response to your letter of December 6, 1978 and previous correspondence the following changes in scope to permit N78E778 are hereby authorized.

- (a) The permit includes drainage and road construction. (This will cancel your application 6201-A1 of November 1, 1978).
- (b) The operation of the gravel pit and stock pile at mile 34 is included.

Operating Conditions will remain the same with the following addition:

"Petroleum spills over 500 litres will be reported to the land use inspector as quickly as possible and in any event within 8 hours".

Yours truly,

*A. E. Ganske*

A.E. Ganske  
Regional Manager,  
Land Resources

RR/bs



Government  
of Canada

Gouvernement  
du Canada

MEMORANDUM

NOTE DE SERVICE

TO  
A  
Mr. G.D. Reid  
Director,  
Transportation Program  
Design and Construction  
Public Works Canada  
Ottawa, Ontario

FROM  
DE  
Manager  
Highways Program  
Public Works Canada  
Edmonton, Alberta

SUBJECT  
OBJET

LIARD HIGHWAY, N.W.T.  
TENDER PACKAGE  
CLEARING, EXCAVATING, HAULING AND STOCKPILING  
PIT RUN GRAVEL, MILE 34  
PROJECT 085911

SECURITY - CLASSIFICATION - DE SÉCURITÉ

OUR FILE - N/RÉFÉRENCE

6221-A1-3

YOUR FILE - V/RÉFÉRENCE

DATE

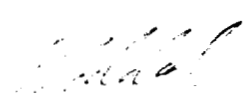
1978-12-14

Enclosed are six copies each of tender plans and specifications for the above contract.

Tenders have been advertised in the Northwest Territories only. Tenders will close on January 18, 1979.

Four copies of the plans and specifications should be forwarded to the Department of Indian and Northern Affairs in Ottawa.

The distribution of the tender documents is shown on the attached distribution list.

  
F.E. Kimball  
Manager  
Highways Program  
Western Region

Enclosure

Mr. A. Redshaw  
Regional Manager  
Water Resources Division  
Department of Indian and  
Northern Affairs  
P.O. Box 1500  
Yellowknife, N.W.T.  
X1A 2R3  
(2 copies specs, 1 sepia plans)

Mr. J. Ganske  
Regional Manager  
Land Resources Division  
Department of Indian and  
Northern Affairs  
P.O. Box 1500  
Yellowknife, N.W.T.  
X1A 2R3  
(3 copies specs)

Mr. G. McKinnon, Chairman  
Regional Transportation Committee  
Department of Fisheries and Environment  
501 University Crescent  
Winnipeg, Manitoba  
(6 copies plans and specs)

Mr. J. Bentley, Chief  
Highways Division  
Department of Public Works  
Government of the Northwest Territories  
Yellowknife, N.W.T.  
X1A 2L9  
(1 copy plans and specs)

Mr. F. Janz  
Head, Field Engineering Services  
Department of Indian and  
Northern Affairs  
Room 220, 9925 - 109 Street  
Edmonton, Alberta  
T5K 2J8  
(2 copies plans and specs)

Mr. C. H. Yurchak, Edmonton  
(1 copy plans and specs)

Mr. K. Barnett, Edmonton  
(1 copy plans and specs)

Mr. E. Viddal, Edmonton  
(1 copy plans and specs)

1 Identification of Tender

- .1 Envelopes containing this tender are to be marked:

**TENDER FOR:**

Clearing, Excavation, Hauling and  
Stockpiling Pit Run Gravel  
Mile 34  
Liard Highway, N.W.T.

**and are to be addressed:**

REGIONAL MANAGER, FINANCE AND ADMINISTRATION  
DEPARTMENT OF PUBLIC WORKS OF CANADA  
P.O. BOX 488, ROOM 200, 9925 - 109 STREET  
EDMONTON, Alberta

- .2 The name and address of the sender and the date due, must be shown on the envelope.

2 Delivery of Tender

- .1 Tenders must be received by the REGIONAL MANAGER, FINANCE AND ADMINISTRATION on or before the exact time and date fixed for their reception. Care should, therefore, be taken to mail or deliver same in proper time as tenders received after that time will not be considered.
- .2 Telegraphic tenders will not be accepted but the tenderer may revise his tender by telegram, provided it is received on or before the exact time and date fixed for reception of tenders.
- .3 Amendments by TELEX are not permitted and will not be considered.

3 Tender Form

- .1 Tenders must be on the form provided by the Department. No substitute form of tender will be considered.

4 Signature of Tender Form

- .1 Tenders must be properly signed in full compliance with the requirements indicated herein:
- .2 The signature of persons tendering must be in their respective handwriting.
- .3 The tenderer, or the person or persons duly authorized to sign on his behalf must initial and date each and every correction, change, erasure or alteration contained in this completed tender document.

Western Region4 Signature of Tender  
Form (Continued)

- .4 LIMITED COMPANY: If this tender is made by a limited company, the full name of the company should be accurately PRINTED in the space provided for that purpose (signature of tenderer) and its corporate seal, if any, affixed.
- .5 PARTNERSHIP: If this tender is made by a partnership, the firm name or the business name should be accurately PRINTED in the space provided (signature of tenderer) and the name or names of the partners should be PRINTED immediately under the signature.
- .6 SOLE PROPRIETORSHIP: If this tender is made by an individual carrying on business under a name other than his own, his business name together with the name of the sole proprietor should be PRINTED in the space provided (signature of tenderer). In the event that the sole proprietor carries on business in his own name, he should merely PRINT his name where indicated.

5 Bid Depository

- .1 If the tender advertisement for this project states that a Bid Depository is to be used, sub-contractors for the trades named in the advertisement shall bid through the designated Bid Depository in accordance with the "Standard Canadian Bid Depository Principles and Procedures for Federal Government Projects", Second Edition April 1, 1970.

6 Alternative Materials

- .1 Wherever materials are specified by trade names or by manufacturers' names, the tender must be based on the use of such materials. During tender period, alternative materials will be considered if full descriptive data is submitted in writing at least 16 days before the tender closing date. Approval of submission will be signified by the issuance of an Addendum to the tender documents.

7 Tender Acceptance

- .1 The Department will not necessarily accept the lowest or any of the offers.

NOTE: These "Instructions" do not form part of the formal tender and need not be submitted with the tender.

TENDER DOCUMENTS

CLEARING, EXCAVATION, HAULING AND  
STOCKPILING PIT RUN GRAVEL  
MILE 34,  
LIARD HIGHWAY, N.W.T.

PROJECT 085911

DECEMBER, 1978

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List of Tender Documents

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<u>Description</u>	<u>Number of Pages</u>
.1 Instructions to Bidders	Two
.2 Construction Tender	Eleven
.3 Articles of Agreement (Bound at back of specification)	Six
.4 Plans and Specifications "A" (Bound separately)	
.5 Terms of Payment "B" (Bound at back of specification)	Four
.6 General Conditions "C" (Bound at back of specification)	Eighteen
7. Labour Conditions "D" (Bound at back of specification) Appendix "A" - Wage Schedule	Four Four
.8 Insurance Schedule "E"	One
.9 Land Use Permit (Bound at back of specification)	Seven
.10 Any addenda issued during tender period.	

Addendum No.

Date

Number of Pages



Western Region1 Project Title

Clearing, Excavation, Hauling &  
Stockpiling Pit Run Gravel  
Mile 34  
Liard Highway, N.W.T.

2 Official Name of  
Tenderer

(Name)

(Business address for purpose of this contract)

3 Offer

I/We, the tenderer, hereby offer to Her Majesty the Queen in right of Canada represented by the Minister of Public Works, to execute the work for the above named project in accordance with the Plans and Specifications and other Tender Documents at the place and in the manner set out therein for the Total Amount of: (amount to be in words and figures) \_\_\_\_\_

\$ \_\_\_\_\_ cts

4 Governing Taxes

The above amount is all inclusive (Subject to any additions or deductions provided for in the "Articles of Agreement", the "General Conditions" and "Terms of Payment" or the "Labour Conditions" of the standard Government form of construction contract) except that in the event of a change in any tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff, made public after

.1 The date this tender was mailed or delivered,  
OR  
.2 If this tender is revised, the date of the last revision

the amount of this offer shall be increased or decreased in the manner provided in sub-sections (2), (3) and (4) of Section 26 of the "General Conditions".

5 Tender Acceptance  
Period

I/We undertake to enter into a contract, in the standard Government Form, for the execution of the work if notified by the Department of the acceptance or my/our offer within 30 days of the tender closing date.

Western Region6 Time of Completion

I/We undertake to complete all other work under  
this contract by March 15, 1979

7 Compilation of Tender  
Form

This tender form comprises pages:

A1, A2, B1, C1, D1, E1, G1, G2, G3, H1

Unit Price Table

I/We agree that the following table is the Unit Price Table to be used for the purpose of:

CLEARING, EXCAVATION, HAULING AND STOCK-PILING PIT RUN GRAVEL, MILE 34, LIARD HIGHWAY, N.W.T.

PROJECT 085911

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price Per Unit	Total
1	Clearing Division 9, Section 1 Division 1, Section 1	Acre (ha)	19 (7.7)	(DO NOT EXTEND)	
2	Excavation Common Division 9, Section 2(a) Division 1, Section 1	CU. YD. (m <sup>3</sup> )	5,000 (3,825)	(DO NOT EXTEND)	
3	Pit Run Gravel Division 9, Section 8 Division 1, Section 1	CU. YD. (m <sup>3</sup> )	18,000 (13,762)	(DO NOT EXTEND)	
4	Gravel Haul Division 9, Section 8 Division 1, Section 1	CU. YD. MI. (m <sup>3</sup> -km)	122,000 (150,080)	(DO NOT EXTEND)	
5	Engineer's Board Division 9, Section 14	Man Days (man days)	120 (120)	(DO NOT EXTEND)	
6	Engineer's Camp Division 9, Section 14 Division 1, Section 1	Each (each)	1 (1)	(DO NOT EXTEND)	

Total Unit Price portion  
of work carried forward  
to Page A-1 of  
Construction Tender

1 List of Subcontractors

I/We will subcontract the following parts of the work to the subcontractors listed for each part. I/We agree not to make changes in the following list without the written consent of the Engineer. In my/our opinion the sub-contractors named hereunder are reliable and competent to perform that part of the work for which each is listed. I/We understand that if I/we name alternative subcontractors, or if I/we fail to name a subcontractor, or if I/we fail to mention that the work will be done by my/our own forces where applicable my/our tender is subject to disqualification.

Part of WorkSubcontractorAddress

1 Experience

(I/We) have in the past executed the following works which are similar to the work for which the present offer is made:

(NOTE: Not necessary if the Contractor has similar work underway for the Department of Public Works.)

---

**WORK****LOCATION****YEAR****FOR WHOM**

---

1 Equipment Statement

The Contractor shall in the space provided hereunder furnish a list and a complete description of the plant and equipment available for the satisfactory prosecution of the work. The Department reserves the right to inspect all plant and equipment listed prior to the award of a contract

Description of Unit (Make Model, Year)	Capacity, etc., Size, Capacity and Horse Power Rating	Auxiliary and/or Special Equipment (Power take-of Power Control Units, etc.)	Condition	Present Location
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Western RegionA. Security Requirements

- .1 FOR TENDER LESS THAN \$25,000: No security accompanies this tender. (I/We) understand that the Department may require security upon award of contract in accordance with B-1 hereunder.
- .2 FOR TENDER \$25,000 AND OVER: (I/We) herewith enclose security in accordance with EITHER:

- i) a bid bond, in an approved form and from a company whose bonds are acceptable, in amount of at least 10% of the tender, OR
- ii) a security deposit in an amount of at least 10% of the tender, or where the tender exceeds \$250,000 in an amount of \$25,000 plus 5% of the amount by which the tender exceeds \$250,000. The maximum requirement for any tender is \$100,000. The deposit must be a certified cheque drawn on a bank to which the Bank Act or the Quebec Savings Bank Act applies, payable to the Receiver General of Canada.

NOTE: - Bank Act - Bank of Montreal, Bank of Nova Scotia, the Toronto Dominion Bank La Banque Provinciale Du Canada, Canadian Imperial Bank of Commerce, The Royal Bank of Canada, Banque Canadienne Nationale, The Mercantile Bank, Bank of British Columbia.

Quebec Savings Banks Act - The Montreal City and District Savings Bank, the Quebec Savings Bank.

OR

- iii) bonds of the Government of Canada or of a company included in "National Railways" (as that expression is defined in the Canadian National Railways Capital Revision Act) unconditionally guaranteed as to principal and interest by the Government of Canada, if such bonds are

(a) payable to bearer,

(b) hypothecated to the Minister of Finance and Receiver General of Canada in accordance with the Domestic Bonds of Canada Regulations,

OR

A. Security Requirements

(Continued)

- (c) registered in the name of the Minister of Finance and Receiver General of Canada.

The security deposit, as indicated in (ii) and (iii) above, will be forfeited if (I/We) refuse to enter into a contract when called upon to do so, but the Minister may, if it is in the public interest, waive the right of Her Majesty to forfeit the security deposit.

(I/We) understand that if the security furnished is not in the approved form, as described herein, (my/our) tender is subject to disqualification.

B. Upon Award of Contract

- .1 Upon notification of acceptance of (my/our) tender, (I/We) will furnish:

- i) a security deposit, as described in A-2, (ii), or as described in A-2 (iii) above together with a Labour and Material Payment Bond in the amount of at least 50% of the amount payable under the contract,  
OR
- ii) a Performance Bond and a Labour and Material Payment Bond and each in the amount of 50% of the amount payable under the contract, OR
- iii) a security deposit as described in A-2 (ii) or as described in A-2 (iii) above together with an additional security deposit of at least ten per cent of the amount payable under the contract.

If the security furnished is as described in A-2 (ii) or B-1 (iii), it is to be

- (a) deposited in the Consolidated Revenue Fund of Canada
- (b) held uncashed

In the absence of a specific direction, the security is to be deposited.

- .2 The amount of the security deposit required under B-1 (i) or B-1 (iii) above may be reduced by the amount of the security deposit which accompanied the tender.
- .3 Guarantee bonds are to be in approved form and from companies whose bonds are acceptable. Samples of the approved form of Bid Bond, Performance Bond, and Labour and Material Payment Bond and a list of bonding companies whose bonds are acceptable to the Government of Canada



B. Upon Award of Contract

(Continued)

are available for inspection at, and may be obtained from, any office of the Department of Public Works.

1 Signature \_\_\_\_\_

See Instructions to Bidders for Signature Requirements

In witness whereof (I/We) have hereunto set

(My/Our) hand(s) this \_\_\_\_\_

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

19 \_\_\_\_\_.

Signed, Sealed and Delivered)  
by the Contractor in the  
presence of

Signature of Witness

Signature of Tenderer

Seal

Note: under signature(s) please also print name of signator(s).