

INVITATION TO TENDER

RETURN BIDS TO:

Bid Receiving / Agriculture and Agri-Food Canada

Agriculture and Agri-Food Canada
 Central Experimental Farm (CEF)
 Bid Receiving (Main Entrance)
 K.W. Neatby building
 960 Carling Avenue
 Ottawa, Ontario K1A 0C6

TENDER TO:

Agriculture and Agri-Food Canada

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

Comments

Title Window Replacement, Building 12				
Solicitation No. 15-1226			Date 2015-09-28	
Client Reference No. MCE15-A625				
File No. 15-1226				
Solicitation Closes:				
Day of Week Tuesday	Month October	Day 20	Year 2015	Time 02:00
Time of Day <input type="radio"/> AM <input checked="" type="radio"/> PM			Time Zone EDT	
F.O.B <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other				
Address Enquiries to: Jean-Pierre Simard				
Title: Senior Contracts Officer				
Email: jean-pierre.simard@agr.gc.ca				
Telephone Number		Ext.	Fax Number	
613 759-6157				
Destination Agriculture and Agri-Food Canada 960 Carling Avenue, building 20 Ottawa, Ontario K1A 0C6				

Instructions: See Herein

Delivery Required	Delivery Offered	
Vendor / Firm Name and Address		
Telephone Number	Ext.	Fax Number

ISSUING OFFICE

Agriculture and Agri-Food Canada
 CEF Integrated Services
 K.W. Neatby building
 960 Carling Avenue
 Ottawa, Ontario
 K1A 0C6

Name and title of person authorized to sign on behalf of Vendor / Firm
(type or print)

Signature _____ Date _____



SPECIAL INSTRUCTIONS TO BIDDERS (SI)

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

SI01 BID DOCUMENTS

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

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

SI03 NON-MANDATORY SITE VISIT

- 1) There will be a site visit on Thursday, October, 8, 2015 at 10:00 AM PM EDT.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

Interested bidders are to meet at:

CEF Ottawa
K.W. Neatby building
960 Carling Avenue
Ottawa, Ontario
K1A 0C6

SI04 REVISION OF BID

- 1) A bid may be revised by letter or facsimile in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS. The facsimile number for receipt of revisions is

SI05 BID RESULTS

- 1) Following bid closing, bid results may be obtained from the bid receiving office by calling telephone number 613 759-6157 ext.

SI06 INSUFFICIENT FUNDING

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

SI07 BID VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in Clause 4 of the BID AND ACCEPTANCE Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either:
 - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the invitation to bid.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 of the GENERAL INSTRUCTIONS TO BIDDERS.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

SI08 CONSTRUCTION DOCUMENTS

- 1) The successful contractor will be provided with one paper copy of the sealed and signed plans, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of one (1), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Canadian economic sanctions

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

SI10 PERSONNEL SECURITY REQUIREMENTS

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



GENERAL INSTRUCTIONS TO BIDDERS

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

GI01 COMPLETION OF BID

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

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

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

GI03 APPLICABLE TAXES

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

GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

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

GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT

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

GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

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

GI07 BID SECURITY REQUIREMENTS

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

GI08 SUBMISSION OF BID

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

GI09 REVISION OF BID

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

GI10 REJECTION OF BID

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of GI10, Canada may reject a bid if any of the following circumstances is present:

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under Section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 ("Fraud committed against Her Majesty") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) ("False entry, certificate or return"), subsection 80(2) ("Fraud against Her Majesty") or Section 154.01 ("Fraud against Her Majesty") of the *Financial Administration Act*;
 - (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - (e) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (f) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - (g) with respect to current or prior transactions with Canada
 - (i) Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - (ii) Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(g)(ii) of GI10, Canada may consider, but not be limited to, such matters as:
- (a) the quality of workmanship in performing the Work;
 - (b) the timeliness of completion of the Work;
 - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI10, Canada may reject any bid based on an unfavourable assessment of the:
- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

providing prices per unit or a combination of lump sum and prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;

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

GI11 BID COSTS

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

GI12 COMPLIANCE WITH APPLICABLE LAWS

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

GI13 APPROVAL OF ALTERNATIVE MATERIALS

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

GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 1) In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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



MAJOR WORKS - CONTRACT DOCUMENTS

SC01 CONTRACT DOCUMENTS

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

SC02 ACCEPTANCE AND CONTRACT

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



MAJOR WORKS – GENERAL CONDITIONS

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MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:

Revision Date

GC1	GENERAL PROVISIONS	Original
GC2	ADMINISTRATION OF THE CONTRACT	Original
GC3	EXECUTION AND CONTROL OF THE WORK	Original
GC4	PROTECTIVE MEASURES	Original
GC5	TERMS OF PAYMENT	Original
GC6	DELAYS AND CHANGES IN THE WORK	Original
GC7	DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT	Original
GC8	DISPUTE RESOLUTION	Original
GC9	CONTRACT SECURITY	Original
GC10	INSURANCE	Original

GC1 GENERAL PROVISIONS

- GC1.1 INTERPRETATION
 - GC1.1.1 Headings and References
 - GC1.1.2 Terminology
 - GC1.1.3 Application of Certain Provisions
 - GC1.1.4 Substantial Performance
 - GC1.1.5 Completion
- GC1.2 CONTRACT DOCUMENTS
 - GC1.2.1 General
 - GC1.2.2 Order of Precedence
 - GC1.2.3 Security and Protection of Documents and Work
- GC1.3 STATUS OF THE CONTRACTOR
- GC1.4 RIGHTS AND REMEDIES
- GC1.5 TIME OF THE ESSENCE
- GC1.6 INDEMNIFICATION BY THE CONTRACTOR
- GC1.7 INDEMNIFICATION BY CANADA
- GC1.8 LAWS, PERMITS AND TAXES
- GC1.9 WORKERS' COMPENSATION
- GC1.10 NATIONAL SECURITY
- GC1.11 UNSUITABLE WORKERS
- GC1.12 PUBLIC CEREMONIES AND SIGNS
- GC1.13 CONFLICT OF INTEREST
- GC1.14 AGREEMENTS AND AMENDMENTS
- GC1.15 SUCCESSION
- GC1.16 ASSIGNMENT
- GC1.17 NO BRIBE
- GC1.18 CERTIFICATION - CONTINGENCY FEES
- GC1.19 INTERNATIONAL SANCTIONS

GC1.1 INTERPRETATION

GC1.1.1 Headings and References

- 1) The headings in the contract documents, other than those in the drawings and specifications, form no part of the Contract but are inserted for convenience of reference only.
- 2) A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
- 3) A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

GC1.1.2 Terminology

- 1) In the Contract

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

"Canada", "Crown", "Her Majesty" means Her Majesty the Queen in right of Canada;

"Contract" means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Contract Amount" means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract, exclusive of Applicable Taxes;

"Contract Security" means any security given by the Contractor to Canada in accordance with the Contract;

"Contractor" means the person contracting with Canada to provide or furnish all labour, Material and Plant for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to Canada.

"Certificate of Completion" means a certificate issued by Canada when the Work reaches Completion;

"Certificate of Measurement" means a certificate issued by Canada certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Certificate of Substantial Performance" means a certificate issued by Canada when the Work reaches Substantial Performance;

"Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor;

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Lump Sum Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates;

"Material" includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

"person" also includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation;

"Plant" includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a tradesperson in practicing a trade;

"Subcontractor" means a person having a direct contract with the Contractor, subject to GC3.6 SUBCONTRACTING, to perform a part or parts of the Work, or to supply Material customized for the Work;

"Superintendent" means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6 SUPERINTENDENT;

"Supplementary Conditions" means the part of the Contract that amends or supplements the General Conditions;

"Supplier" means a person having a direct contract with the Contractor to supply Plant or Material not customized for the Work;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Amount, or the revised Contract Amount, or the amount that would increase or decrease the Contract Amount and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Unit Price Arrangement" means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the Work to which it relates;

"Unit Price Table" means the table of prices per unit set out in the Contract;

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the contract documents; and

"Working Day" means a day other than a Saturday, Sunday, or a statutory holiday that is observed by the construction industry in the area of the place of the Work.

GC1.1.3 Application of Certain Provisions

- 1) Any provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement applies.
- 2) Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement applies.

GC1.1.4 Substantial Performance

- 1) The Work shall be considered to have reached Substantial Performance when
 - (a) the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by Canada or is being used for the intended purposes; and
 - (b) the Work is, in the opinion of Canada, capable of completion or correction at a cost of not more than
 - (i) 3 percent of the first \$500,000;
 - (ii) 2 percent of the next \$500,000; and
 - (iii) 1 percent of the balanceof the Contract Amount at the time this cost is calculated.
- 2) Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and

- (a) the remainder of the Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.5 DELAYS AND EXTENSION OF TIME, for reasons beyond the control of the Contractor; or
- (b) Canada and the Contractor agree not to complete a part of the Work within the specified time;

the cost of that part of the Work that was either beyond the control of the Contractor to complete or Canada and the Contractor have agreed not to complete by the time specified, shall be deducted from the value of the Contract referred to in subparagraph 1)(b) of GC1.1.4 and the said cost shall not form part of the cost of the Work remaining to be done in determining Substantial Performance.

GC1.1.5 Completion

- 1) The Work shall be deemed to have reached Completion when all labour, Plant and Material required have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

GC1.2 CONTRACT DOCUMENTS**GC1.2.1 General**

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between Canada and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

GC1.2.2 Order of Precedence

- 1) In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
 - (a) any amendment or variation of the contract documents that is made in accordance with the General Conditions;
 - (b) any amendment issued prior to tender closing;
 - (c) Supplementary Conditions;
 - (d) General Conditions;
 - (e) the duly completed Bid and Acceptance Form when accepted;
 - (f) drawings and specifications.

later dates shall govern within each of the above categories of documents.

- 2) In the event of any discrepancy or conflict in the information contained in the drawings and specifications, the following rules shall apply:
 - (a) specifications shall govern over drawings;
 - (b) dimensions shown in figures on a drawings shall govern where they differ from dimensions scaled from the same drawings; and
 - (c) drawings of larger scale govern over those of smaller scale.

GC1.2.3 Security and Protection of Documents and Work

- 1) The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
- 2) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
 - (a) is publicly available from a source other than the Contractor; or
 - (b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
- 3) When the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
- 4) Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential or protected by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 5) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

GC1.3 STATUS OF THE CONTRACTOR

- 1) The Contractor is engaged under the Contract as an independent contractor.

- 2) The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.
- 3) For the purposes of the contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

GC1.4 RIGHTS AND REMEDIES

- 1) Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

GC1.5 TIME OF THE ESSENCE

- 1) Time is of the essence of the Contract.

GC1.6 INDEMNIFICATION BY THE CONTRACTOR

- 1) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 2) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its subcontractors and suppliers and any other person at any tier, in performing the Work.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC1.7 INDEMNIFICATION BY CANADA

- 1) Subject to the [Crown Liability and Proceedings Act](#), the [Patent Act](#), and any other law that affects Canada's rights, powers, privileges or obligations, Canada shall indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the Contractor's activities under the Contract that are directly attributable to
 - (a) a lack of or a defect in Canada's title to the Work site if owned by Canada, whether real or alleged; or
 - (b) an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by Canada to the Contractor.

GC1.8 LAWS, PERMITS AND TAXES

- 1) The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
- 2) Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
- 3) Prior to the commencement of the Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than Canada.
- 4) Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify Canada of the amount properly tendered and whether or not the municipal authority has accepted that amount.
- 5) If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to Canada within 6 days after the time stipulated in paragraph 4) of GC1.8.
- 6) For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Canada.
- 7) Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
- 8) In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK, a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide Canada with proof of registration with the provincial sales tax authorities in the said province.
- 9) For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.10 MATERIAL PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA, the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
- 10) Federal government departments and agencies are required to pay Applicable Taxes.
- 11) Applicable Taxes will be paid by Canada as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

- 12) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 13) In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 14) Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC1.9 WORKERS' COMPENSATION

- 1) Prior to commencement of Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder.
- 2) At any time during the term of the Contract, when requested by Canada, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

GC1.10 NATIONAL SECURITY

- 1) If Canada determines that the Work is of a class or kind that involves national security, Canada may order the Contractor to
 - (a) provide Canada with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
 - (b) remove any person from the site of the Work if, in the opinion of Canada, that person may be a risk to the national security;and the Contractor shall comply with the order.
- 2) In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

GC1.11 UNSUITABLE WORKERS

- 1) Canada shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of Canada, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

GC1.12 PUBLIC CEREMONIES AND SIGNS

- 1) The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of Canada.
- 2) The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of Canada.

GC1.13 CONFLICT OF INTEREST

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

GC1.14 AGREEMENTS AND AMENDMENTS

- 1) The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.
- 2) The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.
- 3) The Contract may be amended only as provided for in the Contract.

GC1.15 SUCCESSION

- 1) The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16 ASSIGNMENT, permitted assigns.

GC1.16 ASSIGNMENT

- 1) The Contractor shall not make any assignment of the Contract, either in whole or in part, without the written consent of Canada.

GC1.17 NO BRIBE

- 1) The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

GC1.18 CERTIFICATION - CONTINGENCY FEES

- 1) In this clause
 - (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
 - (b) "employee" means a person with whom the Contractor has an employer/employee relationship; and
 - (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) R.S.C. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.
- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 4) If the Contractor certifies falsely under this section or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

GC1.19 INTERNATIONAL SANCTIONS

- 1) Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#)
- 2) It is a condition of the Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3) By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

GC2 ADMINISTRATION OF THE CONTRACT

- GC2.1 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY
- GC2.2 INTERPRETATION OF CONTRACT
- GC2.3 NOTICES
- GC2.4 SITE MEETINGS
- GC2.5 REVIEW AND INSPECTION OF WORK
- GC2.6 SUPERINTENDENT
- GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR
- GC2.8 ACCOUNTS AND AUDITS

GC2.1 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

- 1) Canada shall designate a Departmental Representative and shall notify the Contractor of the name, address and telephone number of the Departmental Representative.
- 2) The Departmental Representative shall perform Canada's duties and functions under the contract.
- 3) The Departmental Representative shall be authorized to issue notices, instructions and directions to the Contractor and to accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work.
- 4) The Departmental Representative shall, within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract.

GC2.2 INTERPRETATION OF CONTRACT

- 1) If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
 - (a) the meaning of anything in the drawings and specifications;
 - (b) the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
 - (c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
 - (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
 - (e) what quantity of any of the Work has been completed by the Contractor; or
 - (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC8 DISPUTE RESOLUTION, by Canada.

- 2) The Contractor shall perform the Work in accordance with any decisions of Canada that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by Canada.
- 3) If the Contractor fails to comply with any instruction or direction issued by Canada pursuant to the Contract, Canada may employ such methods as Canada deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay Canada an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by Canada by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by Canada in doing what the Contractor failed to do.

GC2.3 NOTICES

- 1) Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
- 2) Any notice, order or other communication given in writing in accordance with paragraph 1) of GC2.3 shall be deemed to have been received by either party
 - (a) if delivered personally, on the day that it was delivered;
 - (b) if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
 - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 3) A notice given under GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS, GC7.2 SUSPENSION OF WORK, and GC7.3 TERMINATION OF CONTRACT shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC2.4 SITE MEETINGS

- 1) In consultation with Canada, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

GC2.5 REVIEW AND INSPECTION OF WORK

- 1) Canada shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. Canada shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) Canada shall reject Work or Material which in Canada's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the

requirements of the Contract, the Contractor shall correct the Work and shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.

- 3) The Contractor shall provide Canada with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada shall be given access to such Work whenever it is in progress.
- 4) The Contractor shall furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give Canada reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give Canada reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

GC2.6 SUPERINTENDENT

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
- 3) Upon request of Canada, the Contractor shall remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada.
- 4) The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 1) For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site.

A “person” includes any partnership, proprietorship, firm, joint venture, consortium and corporation.

- 2) Without restricting the provisions of paragraph 3) of GC2.6, SUPERINTENDENT, the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
 - (a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
 - (b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
 - (c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
- 3) Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
 - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
 - (b) forward a copy of the complaint to Canada by registered mail or courier service; and
 - (c) when the Labour Conditions are applicable under the circumstances of the complaint, forward a copy of the complaint to HRSDC - Labour to the attention of the appropriate Director as described in the Labour Conditions (“HRSDC - Labour” means the labour component of the federal Department of Human Resources and Social Development).
- 4) Within twenty four (24) hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.
- 5) No later than thirty (30) days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 6) If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9 RIGHT OF SETOFF, whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
- 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
- 8) Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
 - (a) a written award issued pursuant to the federal [Commercial Arbitration Act](#), R.S.C. 1985, c. 17 (2nd Supp.);

- (b) a written award issued pursuant to the Canadian Human Rights Act, R.S.C. 1985, c. H-6;
 - (c) a written award issued pursuant to provincial or territorial human rights legislation; or
 - (d) a judgement issued by a court of competent jurisdiction.
- 9) If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS.
- 10) Subject to paragraph 7) of GC3.6 SUBCONTRACTING, the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

GC2.8 ACCOUNTS AND AUDITS

- 1) The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4 EXECUTION OF THE WORK, maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by Canada and the Deputy Receiver General for Canada or by persons designated to act on behalf of either or both of them.
- 2) The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.8 to make copies of and take extracts from any of the records and material, and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
- 3) The Contractor shall maintain and keep the records intact until the expiration of two years after the date that a Certificate of Completion has been issued or until the expiration of such other period of time as Canada may direct.
- 4) The Contractor shall cause all subcontractors at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

GC3 EXECUTION AND CONTROL OF THE WORK

- GC3.1 PROGRESS SCHEDULE
- GC3.2 ERRORS AND OMISSIONS
- GC3.3 CONSTRUCTION SAFETY
- GC3.4 EXECUTION OF THE WORK
- GC3.5 MATERIAL
- GC3.6 SUBCONTRACTING
- GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS
- GC3.8 LABOUR
- GC3.9 TRUCK HAULAGE RATES (CANCELLED)
- GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA
- GC3.11 DEFECTIVE WORK
- GC3.12 CLEANUP OF SITE
- GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

GC3.1 PROGRESS SCHEDULE

- 1) The Contractor shall
 - (a) prepare and submit to Canada, prior to the submission of the Contractor's first progress claim, a progress schedule in accordance with the requirements set out in the Contract;
 - (b) monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the contract documents;
 - (c) advise Canada of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by Canada; and
 - (d) prepare and submit to Canada, at the time of issuance of a Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to Canada for the completion of any unfinished Work and the correction of all listed defects.

GC3.2 ERRORS AND OMISSIONS

- 1) The Contractor shall report promptly to Canada any errors, discrepancies, or omissions the Contractor may discover when reviewing the contract documents. In making a review, the Contractor does not assume any responsibility to Canada for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, discrepancies, or omissions in the contract documents prepared by or on behalf of Canada that the Contractor did not discover.

GC3.3 CONSTRUCTION SAFETY

- 1) Subject to GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS, the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.

- 2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

GC3.4 EXECUTION OF THE WORK

- 1) The Contractor shall perform, use or supply and pay for, all labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 2) The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC3.1 PROGRESS SCHEDULE and shall provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
- 3) Subject to paragraph 4) of GC3.4, the Contractor shall have complete care, custody and control of the Work and shall direct and supervise the Work so as to ensure compliance with the Contract. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work.
- 4) When requested in writing by Canada, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time Canada considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
- 5) The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and for the construction methods used in their erection, operation, maintenance and removal. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 6) The Contractor shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the site of the Work, in good order and available to Canada.
- 7) Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

GC3.5 MATERIAL

- 1) Unless otherwise specified in the Contract, all Material incorporated in the Work shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to Canada to substitute a similar item for the one specified.
- 3) If Canada agrees that the Contractor's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to

that specified and is suitable for the intended purpose, Canada may approve the substitution, subject to the following:

- (a) the request for substitution shall be made in writing to Canada and shall be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by Canada;
- (b) the Contractor shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the Contract and well in advance of the time the item of Material must be ordered;
- (c) substitution of Material shall be permitted only with the prior written approval of Canada, and any substituted items that are supplied or installed without such approval shall be removed from the site of the Work at the expense of the Contractor, and specified items installed at no additional cost to Canada; and
- (d) the Contractor shall be responsible for all additional expenses incurred by Canada, the Contractor, its subcontractors and suppliers at any tier due to the Contractor's use of the substitute.

GC3.6 SUBCONTRACTING

- 1) Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
- 2) The Contractor shall notify Canada in writing of the Contractor's intention to subcontract.
- 3) A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
- 4) Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by Canada of a notification referred to in paragraph 2) of GC3.6.
- 5) If Canada objects to a subcontracting, the Contractor shall not enter into the intended subcontract.
- 6) The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of Canada.
- 7) The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
- 8) Neither a subcontracting nor Canada's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

- 1) Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.

- 2) When other contractors or workers are sent on to the site of the Work, Canada shall
 - (a) enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
 - (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
 - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the Work, the Contractor shall
 - (a) co-operate with them in the carrying out of their duties and obligations;
 - (b) co-ordinate and schedule the Work with the work of the other contractors and workers;
 - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
 - (d) where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
 - (e) when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
 - (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
 - (b) gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

Canada shall pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC6.4 DETERMINATION OF PRICE.

GC3.8 LABOUR

- 1) To the extent to which they are available, consistent with proper economy and the expeditious carrying out of the Work, the Contractor shall, in the performance of the Work, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom.

- 2) The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work and shall not employ on the site of the Work anyone not skilled in the tasks assigned.

GC3.9 TRUCK HAULAGE RATES

CANCELLED

GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA

- 1) Subject to paragraph 9) of GC1.8 LAWS PERMITS AND TAXES, all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase, use or consumption be the property of Canada for the purposes of the Work and they shall continue to be the property of Canada
 - (a) in the case of Material, until Canada indicates that the Materials shall not be required for the Work; and
 - (b) in the case of Plant, real property, licences, powers and privileges, until Canada indicates that the interest vested in Canada therein is no longer required for the purposes of the Work.
- 2) Material or Plant, that is the property of Canada by virtue of paragraph 1) of GC3.10, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of Canada.
- 3) Canada is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) of GC3.10, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of Canada.

GC3.11 DEFECTIVE WORK

- 1) The Contractor shall promptly remove from the site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.
- 2) The Contractor, at the Contractor's expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
- 3) If, in the opinion of Canada, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, Canada may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the contract documents.
- 4) The failure of Canada to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

GC3.12 CLEANUP OF SITE

- 1) The Contractor shall maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
- 2) Before the issue of a Certificate of Substantial Performance, the Contractor shall remove waste material and debris, and all Plant and Material not required for the performance of the remaining Work and, unless otherwise stipulated in the Contract Documents, shall cause the Work and its site to be clean and suitable for occupancy by Canada.
- 3) Before the issue of a Certificate of Completion, the Contractor shall remove all surplus Plant and Materials and any waste products and debris from the site of the Work.
- 4) The Contractor's obligations described in paragraphs 1) to 3) of GC3.12 do not extend to waste products and other debris caused by Canada's servants, or by other contractors and workers referred to in GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS.

GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

- 1) Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor shall, at the Contractor's expense
 - (a) rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada with respect to those parts of the Work accepted in connection with the Certificate of Substantial Performance within 12 months from the date of Substantial Performance; and
 - (b) rectify and make good any defect or fault that appears in or comes to the attention of Canada in connection with those parts of the Work described in the Certificate of Substantial Performance within 12 months from the date of the Certificate of Completion.
 - (c) transfer and assign, to Canada, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to herein shall not extend the 12-month period whereby the Contractor, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada.
 - (d) provide, to Canada prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) above.
- 2) Canada may direct the Contractor to rectify and make good any defect or fault referred to in paragraph 1) of GC3.13 or covered by any other expressed or implied warranty or guarantee and the Contractor shall rectify and make good such defect within the time stipulated in the direction.
- 3) A direction referred to in paragraph 2) GC3.13 shall be in writing and shall be given to the Contractor in accordance with GC2.3 NOTICES.

GC4 PROTECTIVE MEASURES

GC4.1 PROTECTION OF WORK AND PROPERTY

GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA

GC4.4 CONTAMINATED SITE CONDITIONS

GC4.1 PROTECTION OF WORK AND PROPERTY

- 1) The Contractor shall protect the Work and its site against loss or damage from any cause and shall similarly protect all Material, Plant and real property under the Contractor's care, custody and control whether or not such Material, Plant and real property are supplied by Canada to the Contractor.
- 2) The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by Canada to inspect or to take security measures in respect of the Work and its site.
- 3) Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraphs 1) or 2) of GC4.1, and the Contractor, shall comply with such direction.

GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS

- 1) The Contractor shall do whatever is necessary to ensure that
 - (a) no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
 - (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;
 - (c) fire hazards in or about the site of the Work are eliminated and any fire is promptly extinguished;
 - (d) the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
 - (e) adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
 - (f) adequate sanitation measures are taken in respect of the Work and its site; and
 - (g) all stakes, buoys and marks placed on the Work or its site by Canada are protected and are not removed, defaced, altered nor destroyed.
- 2) Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) of GC4.2, and the Contractor shall comply with the direction of Canada.

GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA

- 1) Subject to paragraph 2) of GC4.3, the Contractor is liable to Canada for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by Canada for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 2) The Contractor is not liable to Canada for any loss or damage to Material, Plant or real property referred to in paragraph 1) of GC4.3 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 3) The Contractor shall not use any Material, Plant or real property supplied by Canada except for the purpose of performing the Contract.
- 4) When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) within a reasonable time, Canada may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Canada for the cost thereof and shall, on demand, pay to Canada an amount equal to that cost.
- 5) The Contractor shall keep records of all Material, Plant and real property supplied by Canada as Canada requires and shall satisfy Canada, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

GC4.4 CONTAMINATED SITE CONDITIONS

- 1) For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
- 2) If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall
 - (a) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
 - (b) immediately notify Canada of the circumstances in writing; and
 - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification from the Contractor, Canada shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of Canada's determination.
- 4) If the Contractor's services are required by Canada, the Contractor shall follow the direction of Canada with regard to any excavation, treatment, removal and disposal of any polluting substance or material.

- 5) Canada, at Canada's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE shall apply to any additional work made necessary because of a contaminated site condition.

GC5 TERMS OF PAYMENT

- GC5.1 INTERPRETATION
- GC5.2 AMOUNT PAYABLE
- GC5.3 INCREASED OR DECREASED COSTS
- GC5.4 PROGRESS PAYMENT
- GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK
- GC5.6 FINAL COMPLETION
- GC5.7 PAYMENT NOT BINDING ON CANADA
- GC5.8 CLAIMS AND OBLIGATIONS
- GC5.9 RIGHT OF SETOFF
- GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION
- GC5.11 DELAY IN MAKING PAYMENT
- GC5.12 INTEREST ON SETTLED CLAIMS
- GC5.13 RETURN OF SECURITY DEPOSIT

GC5.1 INTERPRETATION

In these Terms of Payment

- 1) The "payment period" means a period of 30 consecutive days or such other longer period as may be agreed between the Contractor and Canada.
- 2) An amount is "due and payable" when it is due and payable by Canada to the Contractor according to GC5.4 PROGRESS PAYMENT, GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK or GC5.6 FINAL COMPLETION.
- 3) An amount is "overdue" when it remains unpaid on the first day following the day upon which it is due and payable.
- 4) The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
- 5) The "Bank Rate" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
- 6) The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

GC5.2 AMOUNT PAYABLE

- 1) Subject to any other provisions of the Contract, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
- 2) When making any payment to the Contractor, the failure of Canada to deduct an amount payable to Canada by the Contractor shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

- 3) Should any payment be made by Canada in excess of what is owed to the Contractor for the actual work performed, the Contractor will reimburse Canada the excess immediately, with or without demand, and any amounts outstanding shall bear simple interest at the Average Bank rate plus 3 percent per annum from the date of overpayment until the day prior to the date of repayment by the Contractor.
- 4) No payment other than a payment that is expressly stipulated in the Contract shall be made by Canada to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

GC5.3 INCREASED OR DECREASED COSTS

- 1) The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment arising pursuant to the Labour Conditions.
- 2) Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs
 - (a) after the date of submission by the Contractor of its bid; or
 - (b) after the date of submission of the last revision, if the Contractor's bid was revised;the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
- 3) If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in GC2.8 ACCOUNTS AND AUDITS to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
- 4) For the purpose of paragraph 2) of GC5.3, if a tax is changed after the solicitation closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
- 5) Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

GC5.4 PROGRESS PAYMENT

- 1) On the expiration of a payment period, the Contractor shall deliver to Canada
 - (a) a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and
 - (b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with

respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as “subcontractors and suppliers”, have been fully discharged.

- 2) Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
 - (a) is in accordance with the Contract; and
 - (b) was not included in any other progress report relating to the Contract.
- 3) Subject to GC5.2 AMOUNT PAYABLE, and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to
 - (a) 95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
 - (b) 90 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
- 4) Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than
 - (a) 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or
 - (b) 15 days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1 PROGRESS SCHEDULE,whichever is later.
- 5) In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

- 1) If, at any time before the issuance of a Certificate of Completion, Canada determines that the Work has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4 SUBSTANTIAL PERFORMANCE, Canada shall issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance shall state or describe
 - (a) the date of Substantial Performance;
 - (b) the parts of the Work not completed to the satisfaction of Canada; and
 - (c) all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK commences for the said parts and all the said things.

- 2) The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11 DEFECTIVE WORK.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.5, Canada shall pay the Contractor the amount referred to in paragraph 1) of GC5.2 AMOUNT PAYABLE, less the aggregate of
 - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT;
 - (b) an amount that is equal to Canada's estimate of the cost to Canada of rectifying defects described in the Certificate of Substantial Performance; and
 - (c) an amount that is equal to Canada's estimate of the cost to Canada of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
- 4) Canada shall pay the amount referred to in paragraph 3) of GC5.5 not later than
 - (a) 30 days after the date of issue of a Certificate of Substantial Performance, or
 - (b) 15 days after the Contractor has delivered to Canada
 - (i) a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations with respect to the Labour Conditions, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8 LAWS, PERMITS AND TAXES;
 - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION; and
 - (iii) an update of the progress schedule in accordance with the requirements of GC3.1 PROGRESS SCHEDULE;

whichever is later.

GC5.6 FINAL COMPLETION

- 1) When Canada is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5 COMPLETION, Canada shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, Canada shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
- 2) Subject to GC5.2 AMOUNT PAYABLE and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2 AMOUNT PAYABLE, less the aggregate of the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT and GC5.5 SUBSTANTIAL PERFORMANCE OF WORK.
- 3) Canada shall pay the amount referred to in paragraph 2) of GC5.6 not later than
 - (a) 60 days after the date of issue of a Certificate of Completion; or

- (b) 15 days after the Contractor has delivered to Canada
 - (i) a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
 - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION;

whichever is later.

GC5.7 PAYMENT NOT BINDING ON CANADA

- 1) Neither acceptance of a progress claim or progress report, nor any payment made by Canada under the Contract, nor partial or entire use or occupancy of the Work by Canada shall constitute an acceptance by Canada of any portion of the Work or Material that is not in accordance with the requirements of the Contract.

GC5.8 CLAIMS AND OBLIGATIONS

- 1) The Contractor shall discharge all the Contractor's lawful obligations and shall satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires Canada to pay the Contractor.
- 2) Whenever requested to do so by Canada, the Contractor shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
- 3) In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors arising out of the performance of the Contract, Canada may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment is, to the extent of the payment, a discharge of Canada's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
- 4) For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by
 - (a) a court of legal jurisdiction;
 - (b) an arbitrator duly appointed to arbitrate the claim; or
 - (c) the written consent of the Contractor authorizing payment of the claim or obligation.
- 5) If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the Contractor been performing the Work for an entity other than Canada
 - (a) such amount as may be paid by Canada pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount that the Contractor would have been obliged to pay had the provisions of such legislation or law been applicable to the Work;

- (b) a claimant need not comply with the provisions of such legislation, setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had; and
 - (c) for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
- 6) The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and Canada shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the Work.
- 7) Paragraph 3) of GC5.8 shall apply only to claims and obligations
- (a) the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by Canada in writing before final payment is made to the Contractor pursuant to GC5.6 FINAL COMPLETION, and within 120 days of the date on which the claimant
 - (i) should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
 - (ii) performed the last of the services, work or labour, or furnished the last of the Material pursuant to the claimant's contract with the Contractor or its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
 - (b) the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by Canada.
- 8) Upon receipt of a notice of claim, Canada may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
- 9) Canada shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of Canada to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with Canada, security in a form acceptable to Canada in an amount equal to the value of the claim, and upon receipt of such security Canada shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

GC5.9 RIGHT OF SETOFF

- 1) Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may set off any amount payable to Canada by the Contractor under the

Contract, or under any current contract, against any amount payable to the Contractor under the Contract.

- 2) For the purposes of paragraph 1) of GC5.9, "current contract" means a contract between Canada and the Contractor
 - (a) under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
 - (b) in respect of which Canada has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

- 1) For the purposes of this clause
 - (a) the Work shall be deemed to be completed on the date of the Certificate of Completion; and
 - (b) the "period of delay" means the number of days commencing on the day fixed for completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC6.5 DELAYS AND EXTENSION OF TIME and any other day on which, in the opinion of Canada, completion of the Work was delayed for reasons beyond the control of the Contractor.
- 2) If the Contractor does not complete the Work by the day fixed for its completion but completes it thereafter, the Contractor shall pay Canada an amount equal to the aggregate of
 - (a) all salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay;
 - (b) the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and
 - (c) all other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its completion.
- 3) Canada may waive the right of Canada to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) of GC5.10 if, in the opinion of Canada, it is in the public interest to do so.

GC5.11 DELAY IN MAKING PAYMENT

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by Canada in making any payment when it is due pursuant to GC5 TERMS OF PAYMENT, shall not be a breach of the Contract by Canada.
- 2) Subject to paragraph 3) of GC5.11, Canada shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.

- 3) Interest shall be paid without demand by the Contractor except that
 - (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due and payable; and
 - (b) interest shall not be payable or paid on overdue advance payments, if any.

GC5.12 INTEREST ON SETTLED CLAIMS

- 1) For the purposes of this clause, a claim means a disputed amount subject to negotiation between Canada and the Contractor under the Contract.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by Canada and the Contractor setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.
- 3) A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
- 4) Canada shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 percent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

GC5.13 RETURN OF SECURITY DEPOSIT

- 1) After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, Canada shall return to the Contractor all or any part of a Security Deposit that, in the opinion of Canada, is not required for the purposes of the Contract.
- 2) After a Certificate of Completion has been issued, Canada shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
- 3) If the security deposit was paid into the Consolidated Revenue Fund of Canada, Canada shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the [*Financial Administration Act \(FAA\)*](#).

GC6 DELAYS AND CHANGES IN THE WORK

- GC6.1 CHANGES IN THE WORK
- GC6.2 CHANGES IN SUBSURFACE CONDITIONS
- GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST
- GC6.4 DETERMINATION OF PRICE
 - GC6.4.1 Price Determination Prior to Undertaking Changes
 - GC6.4.2 Price Determination Following Completion of Changes
 - GC6.4.3 Price Determination - Variations in Tendered Quantities
- GC6.5 DELAYS AND EXTENSION OF TIME

GC6.1 CHANGES IN THE WORK

- 1) At any time before issuance of a Certificate of Completion, Canada may issue orders for additions, deletions or other changes to the Work, or changes in the location or position of the whole or any part of the Work, if the addition, deletion, change or other revision is deemed by Canada to be consistent with the general intent of the Contract.
- 2) An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the Contractor in accordance with GC2.3 NOTICES.
- 3) Upon receipt of an order, the Contractor shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original Contract.
- 4) If anything done or omitted by the Contractor pursuant to an order increases or decreases the cost of the Work to the Contractor, payment for the work shall be made in accordance with GC6.4 DETERMINATION OF PRICE.

GC6.2 CHANGES IN SUBSURFACE CONDITIONS

- 1) If, during the performance of the Work, the Contractor encounters subsurface conditions that are substantially different from the subsurface conditions described in the tender documents supplied to the Contractor, or a reasonable assumption of fact based thereon, the Contractor shall give notice to Canada immediately upon becoming aware of the situation.
- 2) If the Contractor is of the opinion that the Contractor may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the Contractor shall within 10 days of the date the changed subsurface conditions were encountered, give Canada written notice of intention to claim for that extra expense, loss or damage.
- 3) If the Contractor has given a notice referred to in paragraph 2) of GC6.2, the Contractor shall give Canada a written claim for extra expense, loss or damage no later than 30 days after the date that a Certificate of Substantial Performance is issued.
- 4) A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified, and the Contractor shall supply such further and other information for that purpose as Canada requires.
- 5) If Canada determines that a claim referred to in paragraph 3) of GC6.2 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.

- 6) If, in the opinion of Canada, the Contractor effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the site of the Work that is contained in the tender documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the Contractor, the Contract Amount shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 7) If the Contractor fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.
- 8) Canada does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the tender and contract documents.

GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST

- 1) For the purposes of this clause
 - (a) "human remains" means the whole or any part of a deceased human being, irrespective of the time of death;
 - (b) "archaeological remains" are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artefacts, weapons, tools, coins, and pottery; and
 - (c) "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
- 2) If, during the course of the Work, the Contractor encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the Contractor shall
 - (a) take all reasonable steps, including stopping work in the affected area, to protect and preserve the object, item or thing;
 - (b) immediately notify Canada of the circumstances in writing; and
 - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification in accordance with subparagraph 2)(b) of GC6.3, Canada shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the Contractor in writing of any action to be performed, or work to be carried out, by the Contractor as a result of Canada's determination.
- 4) Canada may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and the Contractor shall, to the satisfaction of Canada, allow them access and co-operate with them in the carrying out of their duties and obligations.

- 5) Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall be deemed to be the property of Canada.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE and GC6.5 DELAYS AND EXTENSION OF TIME shall apply.

GC6.4 DETERMINATION OF PRICE

GC6.4.1 Price Determination Prior to Undertaking Changes

- 1) If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus a negotiated allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount.
- 2) If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
- 3) A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus a negotiated allowance.
- 4) To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the negotiated allowance.
- 5) If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
- 6) If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

GC6.4.2 Price Determination Following Completion of Changes

- 1) If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of
 - (a) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, that are directly attributable to the performance of the Contract;
 - (b) an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to 10 percent of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and
 - (c) interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12 INTEREST ON SETTLED CLAIMS;

- 2) The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall be limited to the following categories of expenditure:
- (a) payments to Subcontractors and Suppliers;
 - (b) wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
 - (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
 - (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
 - (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
 - (h) any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

GC6.4.3 Price Determination - Variations in Tendeded Quantities

- 1) Except as provided in paragraphs 2), 3), 4) and 5) of GC6.4.3, if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- 2) If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15 percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115 percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with
- (a) detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and

- (b) the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115 percent of the tendered quantity.
- 3) If agreement is not reached as contemplated in paragraph 2) of GC6.4.3, the price per unit shall be determined in accordance with GC6.4.2.
 - 4) If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85 percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
 - (a) there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
 - (b) the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
 - 5) For the purposes of the negotiation referred to in paragraph 4) of GC6.4.3
 - (a) the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - (b) in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) of GC6.4.3 exceed the amount that would have been payable to the Contractor had 85 percent of the tendered quantity actually been performed or supplied.

GC6.5 DELAYS AND EXTENSION OF TIME

- 1) Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
- 2) The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
- 3) Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
- 4) If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within ten working days of the date the neglect or delay first occurred.
- 5) When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.

- 6) A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
- 7) If Canada determines that a claim referred to in paragraph 5) of GC6.5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.
- 8) If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

GC7.2 SUSPENSION OF WORK

GC7.3 TERMINATION OF CONTRACT

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS

- 1) By giving notice in writing to the Contractor in accordance with GC2.3 NOTICES, Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor:
 - (a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within six days of Canada giving notice to the Contractor in writing in accordance with GC2.3 NOTICES;
 - (b) defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
 - (c) becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the [*Bankruptcy and Insolvency Act*](#);
 - (d) abandons the work;
 - (e) makes an assignment of the Contract without the consent required by GC1.16 ASSIGNMENT; or
 - (f) otherwise fails to observe or perform any of the provisions of the Contract.
- 2) If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
- 3) If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 4) The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
- 5) If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of Canada without compensation.

- 6) When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it shall revert to the Contractor.
- 7) If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, the Contractor shall immediately forward a copy of the proposal or the notice of intention to Canada.

GC7.2 SUSPENSION OF WORK

- 1) When, in Canada's opinion, it is in the public interest to do so, Canada may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that Canada determines are necessary for the care and preservation of the Work, Plant and Material.
- 3) During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of Canada.
- 4) If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 5) If a period of suspension is more than 60 days, Canada and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by Canada and the Contractor. If Canada and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3 TERMINATION OF CONTRACT.

GC7.3 TERMINATION OF CONTRACT

- 1) Canada may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
- 3) Subject to paragraph 4) of GC7.3, if the Contract is terminated, Canada shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4 DETERMINATION OF PRICE less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.
- 4) In no event shall the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GC5 TERMS OF PAYMENT, that would have been payable to the Contractor had the Contractor completed the Work.

- 5) Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

- 1) If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, Canada may convert a security deposit to Canada's own use.
- 2) If Canada converts a security deposit, the amount realized shall be deemed to be an amount due from Canada to the Contractor under the Contract.
- 3) Any balance of the amount realized that remains after payment of all losses, damage and claims of Canada and others shall be paid by Canada to the Contractor if, in the opinion of Canada, it is not required for the purposes of the Contract.

GC8 DISPUTE RESOLUTION

- GC8.1 INTERPRETATION
- GC8.2 CONSULTATION AND CO-OPERATION
- GC8.3 NOTICE OF DISPUTE
- GC8.4 NEGOTIATION
- GC8.5 MEDIATION
- GC8.6 CONFIDENTIALITY
- GC8.7 SETTLEMENT
- GC8.8 RULES FOR MEDIATION OF DISPUTES
 - GC8.8.1 Interpretation
 - GC8.8.2 Application
 - GC8.8.3 Communication
 - GC8.8.4 Appointment of Project Mediator
 - GC8.8.5 Confidentiality
 - GC8.8.6 Time and Place of Mediation
 - GC8.8.7 Representation
 - GC8.8.8 Procedure
 - GC8.8.9 Settlement Agreement
 - GC8.8.10 Termination of Mediation
 - GC8.8.11 Costs
 - GC8.8.12 Subsequent Proceedings

GC8.1 INTERPRETATION

- 1) "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with paragraph 2 of GC8.3 NOTICE OF DISPUTE, and includes any claim by the Contractor arising from such disagreement and any counterclaim by Canada, but does not include any claim by either party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander.
- 2) The alternative dispute resolution procedures set out in GC8, do not apply to any claim by Canada against the Contractor except any counterclaim in a dispute as defined in paragraph 1 of GC8.1, including, but not limited to, any claim of setoff regarding any amount due to Canada under GC5.10 ASSESSMENT AND DAMAGES FOR LATE COMPLETION.

GC8.2 CONSULTATION AND CO-OPERATION

- 1) The parties agree to maintain open and honest communication throughout the performance of the Contract.
- 2) The parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

GC8.3 NOTICE OF DISPUTE

- 1) Any difference between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against Canada, and which is not settled by consultation and co-operation as envisaged in GC8.2 CONSULTATION AND CO-OPERATION, shall be resolved in the first instance by Canada, whose written decision or direction shall be final and binding subject only to the provisions of

GC8. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the General Conditions.

- 2) The Contractor shall be deemed to have accepted the decision or direction of Canada referred to in paragraph 1) of GC8.3 and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction unless, within 15 working days after receipt of the decision or direction, the Contractor submits to Canada a written notice of dispute requesting formal negotiation under GC8.4 NEGOTIATION. Such notice shall refer specifically to GC8.4 NEGOTIATION, and shall specify the issues in contention and the relevant provisions of the Contract.
- 3) The giving of a written notice in accordance with paragraph 2) of GC8.3 shall not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, shall not be construed as an admission by the Contractor of the correctness of such decision or direction.
- 4) If a dispute is not resolved promptly, Canada shall give such instructions as, in Canada's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless Canada terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor shall continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of Canada. Such performance shall not prejudice any claim that the Contractor may have.
- 5) Nothing in GC8 relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract, including but not limited to, any notice required under GC6.2 CHANGES IN SUBSURFACE CONDITIONS.

GC8.4 NEGOTIATION

- 1) Within 10 working days after receipt by Canada of a notice referred to in paragraph 2) of GC8.3 NOTICE OF DISPUTE, or within such other period of time as may be mutually agreed to, the parties shall commence formal negotiations in order to resolve the dispute. Negotiations shall occur initially between representatives of the Contractor and Canada who play a direct supervisory role in the performance, administration or management of the Contract.
- 2) If the representatives referred to in paragraph 1) of GC8.4 are unable to resolve some or all of the issues which are the subject of the negotiations within 10 working days, the parties shall refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a senior level manager or senior level managers representing Canada.
- 3) If negotiations fail to resolve the dispute within 30 working days from the date of delivery of the notice referred to in paragraph 2) of GC8.3 NOTICE OF DISPUTE, or within such longer period as may have been agreed to by the parties, the Contractor may, by giving written notice to Canada, in accordance with GC2.3 NOTICES, within 10 working days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
- 4) If the Contractor does not request mediation within the period permitted by paragraph 3) of GC8.4, the Contractor shall be deemed to have accepted the decision or direction of Canada under paragraph 1) of GC8.3 NOTICE OF DISPUTE and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction.

GC8.5 MEDIATION

- 1) If the Contractor has requested mediation in accordance with paragraph 3) of GC8.4 NEGOTIATION, mediation shall be conducted in accordance with GC8.8 RULES FOR MEDIATION OF DISPUTES.
- 2) If a Project Mediator has not previously been appointed for the purposes of the Contract, a Project Mediator shall be appointed in accordance with GC8.8 RULES FOR MEDIATION OF DISPUTES forthwith after delivery of a notice in accordance with paragraph 3) of GC8.4 NEGOTIATION, requesting mediation.
- 3) If the dispute has not been resolved within
 - (a) Ten (10) working days following the appointment of a Project Mediator in accordance with paragraph 2) of GC8.5, if a Project Mediator was not previously appointed;
 - (b) Ten (10) working days following receipt by Canada of a written notice in accordance with paragraph 3) of GC8.4 NEGOTIATION, if a Project Mediator was previously appointed; or
 - (c) such other longer period as may have been agreed to by the parties;the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

GC8.6 CONFIDENTIALITY

- 1) All information exchanged during alternative dispute resolution procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

GC8.7 SETTLEMENT

- 1) Any agreement to settle all or any part of a dispute, by whatever means, shall be in writing and be signed by the parties or their authorized representatives.

GC8.8 RULES FOR MEDIATION OF DISPUTES

GC8.8.1 Interpretation

In these Rules

- 1) “Coordinator” means the person designated by Canada to act as the Dispute Resolution Coordinator.

GC8.8.2 Application

- 1) By mutual agreement, the parties may change or make additions to the Rules.

GC8.8.3 Communication

- 1) Written communications pursuant to these Rules shall be given in accordance with GC2.3 NOTICES.

GC8.8.4 Appointment of Project Mediator

- 1) The parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with regard to the interpretation, application or administration of the Contract. In this case, they shall jointly enter into a contract with the appointed Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 2) If the parties do not appoint a Project Mediator pursuant to paragraph 1) of GC8.8.4, the parties shall appoint a Project Mediator within 17 working days following receipt of a written notice from the Contractor, in accordance with GC2.3 NOTICES, requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator shall meet the requirements as set out for the contract described in paragraph 1) of GC8.8.4.
- 3) When mediation is requested by the Contractor pursuant to paragraph 3) of GC8.4 NEGOTIATION, if the parties have previously entered into a contract with a Project Mediator, the parties shall within 2 days send to both the Project Mediator and the Coordinator
 - (a) a copy of the notice requesting negotiation under paragraph 2) of GC8.3 NOTICE OF DISPUTE;
 - (b) a copy of Canada's written position in relation to the notice, the issues in contention and the relevant provisions of the contract; and
 - (c) a copy of the Contractor's written request for mediation required under paragraph 3) of GC8.4 NEGOTIATION.
- 4) If the parties have not agreed on a Project Mediator, the parties shall forthwith provide the Coordinator with the written materials referred to in subparagraphs 3)(a), 3)(b) and 3)(c) of GC8.8.4 together with a request that the Coordinator assist in the appointment of a mutually acceptable Project Mediator in accordance with these Rules.
- 5) Within 5 working days following receipt of the request and materials referred to in paragraph 4) of GC8.8.4, the Coordinator shall provide the parties with a list of qualified private sector mediators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.
- 6) Within 10 working days of receipt of the list referred to in paragraph 5) of GC8.8.4 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.

- 7) Within 2 working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
- 8) In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated.
- 9) If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.
- 10) The parties agree that, upon successful completion of the negotiations referred to in paragraph 9) of GC8.8.4, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 11) Upon execution of the contract with the Project Mediator referred to in paragraph 10) of GC8.8.4 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph 3) of GC8.8.4.

GC8.8.5 Confidentiality

- 1) Subject to paragraph 2) of GC8.8.5, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives shall keep confidential all matters and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.
- 2) Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding shall not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
- 3) Neither party shall make transcripts, minutes or other records of a mediation conference.
- 4) The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest without the express written permission of the parties.
- 5) All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

GC8.8.6 Time and Place of Mediation

- 1) The Project Mediator, in consultation with the parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to

the contrary between the parties, only 10 working days are available within which to attempt to settle the dispute.

GC8.8.7 Representation

- 1) Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.
- 2) If the Project Mediator is a lawyer, the Project Mediator shall not provide legal advice to a party during the course of the mediation conference, but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

GC8.8.8 Procedure

- 1) The parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange shall be completed no later than 2 working days prior to the date set for a mediation conference.
- 2) The Project Mediator shall be free to meet with the parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either party may request such an individual meeting at any time.
- 3) The parties may agree to extend the 10 working days available for settlement of the dispute through mediation, and the Project Mediator shall record that agreement in writing.

GC8.8.9 Settlement Agreement

- 1) The parties shall record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
 - (a) the issues resolved;
 - (b) any obligations assumed by each party including criteria to determine if and when these obligations have been met; and
 - (c) the consequences of failure to comply with the agreement reached.
- 2) The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

GC8.8.10 Termination of Mediation

- 1) Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediation and establishing the effective date of termination.
- 2) If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.

- 3) If a dispute has not been resolved within 10 working days or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

GC8.8.11 Costs

- 1) The parties agree that they will each be responsible for the costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator and all administrative costs of mediation, such as the cost of the meeting room(s), if any, shall be borne equally by the parties.

GC8.8.12 Subsequent Proceedings

- 1) The parties shall not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
 - (a) any documents of other parties that are not otherwise producible in those proceedings;
 - (b) any views expressed or suggestions made by any party in respect of a possible settlement of issues;
 - (c) any admission made by any party in the course of mediation unless otherwise stipulated by the admitting party; and
 - (d) the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
- 2) The Project Mediator shall neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.
- 3) The Project Mediator shall not be subpoenaed to give evidence relating to
 - (a) the Project Mediator's role in mediation; or
 - (b) the matters or issues in mediation;in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

GC9 CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

- 1) The Contractor shall, at the Contractor's expense and within 14 days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY.
- 2) If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13 RETURN OF SECURITY DEPOSIT and GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN.
- 3) If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
- 4) It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

- 1) The Contractor shall deliver to Canada either (a) or (b).
 - (a) A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50 percent of the Contract Amount.
 - (b) A security deposit or an irrevocable standby letter of credit in an amount that is equal to not less than 20 percent of the Contract Amount.
- 2) A performance bond and a labour and material payment bond referred to in paragraph 1) of GC9.2 shall be in a form and be issued by a bonding or surety company that is approved by Canada.
 - (a) The approved form for the performance bond is displayed at the following Website:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appS>
 - (b) The approved form for the labour and material payment bond is displayed at the following website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appS>
; and
 - (c) The list of approved bonding or surety companies is displayed at the following Website:
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>
- 3) A security deposit referred to in subparagraph 1)(b) of GC9.2 shall be in the form of
 - (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or

- (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
- 4) For the purposes of subparagraph 3)(a) of GC9.2
- (a) a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - (c) An approved financial institution is
 - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the [Canadian Payments Act](#);
 - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or
 - (v) Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be
- (a) made payable to bearer; or
 - (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - (c) registered as to principal, or as to principal and interest, in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 6) An irrevocable standby letter of credit referred to in subparagraph 1)(b) of GC9.2 shall:
- (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - (i) is to make a payment to, or to the order of, Canada as the beneficiary;
 - (ii) is to accept and pay bills of exchange drawn by Canada;

- (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- (b) state the face amount that may be drawn against it;
- (c) state its expiry date;
- (d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by Canada;
- (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

GC10 INSURANCE

GC10.1 INSURANCE CONTRACTS

GC10.2 INSURANCE PROCEEDS

GC10.1 INSURANCE CONTRACTS

- 1) The contractor shall, at the contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to Canada in accordance with the requirements of the INSURANCE TERMS.
- 2) The insurance contracts referred to in paragraph 1) of GC10.1 shall
 - (a) be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in INSURANCE TERMS; and
 - (b) provide for the payment of claims under such insurance contracts in accordance with GC10.2 INSURANCE PROCEEDS.

GC10.2 INSURANCE PROCEEDS

- 1) In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid directly to Canada, and
 - (a) the monies so paid shall be held by Canada for the purposes of the contract, or
 - (b) if Canada elects, shall be retained by Canada, in which event they vest in Canada absolutely.
- 2) In the case of a claim payable under a General Liability insurance contract maintained by the contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 3) If an election is made pursuant to paragraph 1) of GC10.2, Canada may cause an audit to be made of the accounts of the contractor and of Canada in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between
 - (a) the aggregate of the amount of the loss or damage suffered or sustained by Canada, including any costs incurred in respect of the clearing and cleaning of the work and its site and any other amount that is payable by the contractor to Canada under the contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
 - (b) the aggregate of the amounts payable by Canada to the contractor pursuant to the contract up to the date of the loss or damage.
- 4) A difference that is established pursuant to paragraph 3) of GC10.2 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.

- 5) When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of Canada and the contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in paragraph 3) of GC10.2, be deemed to have been expended and discharged.
- 6) If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the contractor shall, subject to paragraph 7) of GC10.2, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the contractor's expense as if that part of the work had not yet been performed.
- 7) When the contractor clears and cleans the work and its site and restores and replaces the work referred to in paragraph 6) of GC10.2, Canada shall pay the contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
- 8) Subject to paragraph 7) of GC10.2, payment by Canada pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100 percent of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4 PROGRESS PAYMENT.



INSURANCE TERMS

IN1 GENERAL

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

IN2 COMMERCIAL GENERAL LIABILITY

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

IN3 AUTOMOBILE INSURANCE

- IN3.1 Scope of Policy

IN1 GENERAL

IN1.1 Worker's Compensation

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

IN1.2 Indemnification

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

IN1.3 Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a CERTIFICATE OF INSURANCE (form AAFC / AAC5314) available upon request.
- 2) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

IN1.4 Insured

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

IN1.5 Payment of Deductible

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

INSURANCE TERMS (Continued)

IN2 COMMERCIAL GENERAL LIABILITY

IN2.1 Scope of Policy

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

IN2.2 Period of Insurance

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

IN3 AUTOMOBILE INSURANCE

IN3.1 Scope of Policy

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



BID AND ACCEPTANCE FORM

CONSTRUCTION CONTRACT - MAJOR WORKS

BA01 IDENTIFICATION					
Description of the Work Window Replacementg, building 12					
Solicitation Number 15-1226			File / Project Number MCE15-A625		
BA02 BUSINESS NAME AND ADDRESS OF BIDDER					
Name					
Address					
Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type	Street direction
PO Box or Route Number		Municipality (City, Town, etc.)		Province	Postal code
Phone number		Fax number		Email address	
BA03 THE OFFER					
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of: \$ _____ excluding Applicable Taxes (GST/HST/QST). (to be expressed in numbers only)					
BA04 BID VALIDITY PERIOD					
1) The bid shall not be withdrawn for a period of <u>30</u> days following the date of solicitation closing.					
BA05 APPENDICES					
1) The following appendices are included in this Bid and Acceptance Form: <input checked="" type="checkbox"/> No appendices					
BA06 ACCEPTANCE AND CONTRACT					
1) Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS.					
BA07 CONSTRUCTION TIME					
1) The Contractor shall perform and complete the Work within <u>12</u> weeks from the date of notification of acceptance of the offer.					
BA08 BID SECURITY					
1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.					
2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.					

BA09 SIGNATURE

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



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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine AAFC	2. Branch or Directorate / Direction générale ou Direction CBM
--	--

3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A
--	---

4. Brief Description of Work / Brève description du travail
**Window Replacement, building 12, CEF Ottawa.
Remplacement des fenêtres, édifice 12, FEC Ottawa.**

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?
 No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?
 No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)
 No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.
 No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?
 No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
---------------------------------	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

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



Contract Number / Numéro du contrat 15-1226
Security Classification / Classification de sécurité Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Anthony Cesare		Title – Titre Facilities Manager	Signature
Telephone No. - N° de téléphone 613 715-5109	Facsimile No. - N° de télécopieur 613 759-7005	E-mail address - Adresse courriel anthony.cesare@agr.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title – Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Jean-Pierre Simard		Title – Titre Senior Contracts Officer	Signature
Telephone No. - N° de téléphone 613 759-6157	Facsimile No. - N° de télécopieur 613 759-7005	E-mail address - Adresse courriel jean-pierre.simard@agr.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title – Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



Agriculture and
Agri-Food Canada

Agriculture et
Agroalimentaire Canada

DRAWINGS AND SPECIFICATIONS

#15-1226

FOR

WINDOW REPLACEMENT

Building 12

Project: MCE15-A625

CENTRAL EXPERIMENTAL FARM (CEF)

Agriculture and Agri-Food Canada (AAFC)

960 Carling Avenue

Ottawa, Ontario K1A 0C6

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DRAWINGS

A100	Key Plan
A200	Building Elevations
A500	Details
A501	Details
A800	Window Elevations

PART 1- GENERAL

1.1 RELATED REQUIREMENTS

- | | | |
|----|------------------|-----------------------------------|
| .1 | Section 01 32 16 | Construction Progress Schedule |
| .2 | Section 01 35 29 | Health and Safety Requirements |
| .3 | Section 01 41 00 | Regulatory Requirements |
| .4 | Section 01 45 00 | Quality Control |
| .5 | Section 01 56 00 | Temporary Barriers and Enclosures |

1.2 ACCESS AND EGRESS

- .1 Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations.

1.3 USE OF SITE AND FACILITIES

- .1 Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with the Departmental Representative to facilitate work as stated.
- .2 Maintain existing services to building and provide for personnel and vehicle access.
- .3 Where security is reduced by work provide temporary means to maintain security.
- .4 Closures: protect work temporarily until permanent enclosures are completed.

1.4 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

- .1 Execute work with least possible interference or disturbance to building operations, occupants and normal use of premises. Arrange with Departmental Representative to facilitate execution of work.

1.5 EXISTING SERVICES

- .1 Notify Departmental Representative and utility companies of intended interruption of services and obtain required permission.
- .2 Where Work involves breaking into or connecting to existing services, give Departmental Representative a minimum of 48 hours of notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.
- .3 Provide for personnel, pedestrian and vehicular traffic.
- .4 Construct barriers in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.

1.6 SPECIAL REQUIREMENTS

- .1 Submit schedule in accordance with Section 01 32 16 Construction Progress Schedule.

1.7 SECURITY

- .1 Where security has been reduced by Work of Contract, provide temporary means to maintain

security.

1.8 BUILDING SMOKING ENVIRONMENT

.1 Smoking is not permitted.

END OF SECTION

PART 1 - GENERAL

1.1 ADMINISTRATIVE

- .1 Schedule and administer project meetings throughout the progress of the work at the call of Departmental Representative.
- .2 Prepare agenda for meetings.
- .3 Distribute written notice of each meeting four days in advance of meeting date Departmental Representative.
- .4 Make arrangements for meetings. Departmental Representative to provide physical space.
- .5 Preside at meetings.
- .6 Record the meeting minutes. Include significant proceedings and decisions. Identify actions by parties.
- .7 Reproduce and distribute copies of minutes within three days after meetings and transmit to meeting participants and, affected parties not in attendance.
- .8 Representative of Contractor, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.

1.2 PRECONSTRUCTION MEETING

- .1 Within seven (7) days after issuance of Letter of Intent by the Departmental Representative, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Departmental Representative, Contractor, major Subcontractors, field inspectors and supervisors will be in attendance.
- .3 Establish time and location of meeting and notify parties concerned minimum 5 days before meeting.
- .4 Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.
- .5 Agenda to include:
 - .1 Appointment of official representative of participants in the Work.
 - .2 Schedule of Work: in accordance with Section 01 32 16 - Construction Progress Schedule.
 - .3 Schedule of submission of shop drawings, samples, colour chips. Submit submittals in accordance with Section 01 33 00 - Submittal Procedures.
 - .4 Site security in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.
 - .5 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.
 - .6 Owner provided products.
 - .7 As-Built drawings in accordance with Section 01 78 00 - Submittal Procedures.
 - .8 Maintenance manuals in accordance with Section 01 78 00 - Closeout Submittals.
 - .9 Take-over procedures, acceptance, warranties in accordance with Section 01 78 00 - Closeout Submittals.
 - .10 Monthly progress claims, administrative procedures, photographs, hold backs.
 - .11 Appointment of inspection and testing agencies or firms.

- .12 Insurances, transcript of policies.
- .6 Propose allocation of mobilization areas of site; for field offices and sheds, access, traffic, and parking facilities.
- .7 During construction coordinate use of site and facilities through Departmental Representative's procedures for intra-project communications: Submittals, reports and records, schedules, coordination of drawings, recommendations, and resolution of ambiguities and conflicts.
- .8 Comply with instructions of Departmental Representative for use of temporary utilities and construction facilities.

1.3 PROGRESS MEETINGS

- .1 During course of Work, schedule progress meetings every two weeks for the duration of the project.
- .2 Contractor, major Subcontractors involved in Work, Departmental Representative are to be in attendance.
- .3 Notify parties minimum 5 days prior to meetings.
- .4 Record minutes of meetings and circulate to attending parties and affected parties not in attendance within 3 days after meeting.
- .5 Minimum three (3) working days prior to construction meeting, distribute to Departmental Representative, following documents:
 - .1 Meeting Minutes from the previous meeting outlining action items.
 - .2 Shop Drawings Log with columns: Submitted, Pending, Reviewed.
 - .3 RFI Log with columns: Submitted, Pending, Resolved.
 - .4 CCO Log with columns: Submitted, Pending, Accepted.
 - .5 CO Log with columns: Submitted, Pending, Accepted.
- .6 Agenda to include the following:
 - .1 Review, approval of minutes of previous meeting.
 - .2 Review of Work progress since previous meeting.
 - .3 Field observations, problems, conflicts.
 - .4 Problems which impede construction schedule.
 - .5 Review of off-site fabrication delivery schedules.
 - .6 Corrective measures and procedures to regain projected schedule.
 - .7 Revision to construction schedule.
 - .8 Progress schedule, during succeeding work period.
 - .9 Review submittal schedules: expedite as required.
 - .10 Maintenance of quality standards.
 - .11 Review proposed changes for affect on construction schedule and on completion date.
 - .12 Other business.

END OF SECTION

PART 1 - GENERAL**1.1 SECTION INCLUDES**

- .1 Schedule, form, content.
- .2 Critical path scheduling.

1.2 DEFINITIONS

- .1 Critical Path Method (CPM): network analysis technique used to predict Project duration by analyzing which sequence of activities (which path) has least amount of scheduling flexibility (least amount of float)

1.3 SCHEDULES REQUIRED

- .1 Contractor shall submit their Construction Schedule for review within seven days after award of contract utilizing the critical path method. This schedule shall be updated monthly with both hard copy and electronic copy forwarded to the Departmental Representative. Monthly updates must include actual percentages complete. The Construction Schedule will be shown as a line item on the Contractor's Cost Breakdown. Failure to provide monthly updates may result in the contractor's request for payment being returned.
- .2 The Critical Path Method Schedule shall include complete sequence of construction activities.
- .3 Include dates for commencement and completion of each major element of construction.
- .4 Show projected percentage of completion of each item as of first day of month.
- .5 Indicate progress of each activity to date of submission schedule.
- .6 Show changes occurring since previous submission of schedule:
 - .1 Major changes in scope.
 - .2 Activities modified since previous submission.
 - .3 Revised project icons of progress and completion.
 - .4 Other identifiable changes.
- .7 Provide a narrative report to define:
 - .1 Problem areas, anticipated delays and impact on schedule.
 - .2 Corrective action recommended and its effect.

PART 2- PRODUCTS**2.1 NOT USED**

- .1 Not used.

PART 3- EXECUTION**3.1 NOT USED**

- .1 Not used.

END OF SECTION

PART 1 - GENERAL

1.1 ADMINISTRATIVE

- .1 Submit to Departmental Representative submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Do not proceed with Work affected by submittal until review is complete.
- .3 Present shop drawings, product data, samples and mock-ups in SI Metric units.
- .4 Where items or information is not produced in SI Metric units converted values are acceptable.
- .5 Review submittals prior to submission to Departmental Representative. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.
- .6 Notify Departmental Representative, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .7 Verify field measurements and affected adjacent Work are coordinated.
- .8 Contractor's responsibility for errors and omissions in submission is not relieved by Departmental Representative's review of submittals.
- .9 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Departmental Representative review.
- .10 Keep one reviewed copy of each submission on site.

1.2 SHOP DRAWINGS AND PRODUCT DATA

- .1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .2 Submit drawings stamped and signed by professional engineer registered or licensed in Province of Ontario.
- .3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .4 Allow 15 working days for Departmental Representative's review of each submission.
- .5 Adjustments made on shop drawings by Departmental Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Departmental Representative prior to proceeding with Work.
- .6 Make changes in shop drawings as Departmental Representative may require, consistent with

Contract Documents. When resubmitting, notify Departmental Representative in writing of revisions other than those requested.

- .7 Accompany submissions with transmittal letter, containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample.
 - .5 Other pertinent data.

- .8 Submissions include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.
 - .3 Manufacturer.
 - .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
 - .5 Details of appropriate portions of Work as applicable:
 - .1 Fabrication.
 - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - .3 Setting or erection details.
 - .4 Capacities.
 - .5 Performance characteristics.
 - .6 Standards.
 - .7 Operating weight.
 - .8 Wiring diagrams.
 - .9 Single line and schematic diagrams.
 - .10 Relationship to adjacent work.

- .9 After Departmental Representative, distribute copies.

- .10 Submit 6 prints and an electronic copy of shop drawings for each requirement requested in specification Sections and as Departmental Representative may reasonably request.

- .11 Submit electronic copies of product data sheets or brochures for requirements requested in specification Sections and as requested by Departmental Representative where shop drawings will not be prepared due to standardized manufacture of product.

- .12 Submit electronic copies of test reports for requirements requested in specification Sections and as requested by Departmental Representative.
 - .1 Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.
 - .2 Testing must have been within 3 years of date of contract award for project.

- .13 Submit electronic copies of certificates for requirements requested in specification Sections and as requested by Departmental Representative.
 - .1 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements.
 - .2 Certificates must be dated after award of project contract complete with project name.

- .14 Submit electronic copies of manufacturers instructions for requirements requested in specification Sections and as requested by Departmental Representative.

- .1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.
- .15 Submit electronic copies of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Departmental Representative.
- .16 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.
- .17 Submit electronic copies of Operation and Maintenance Data for requirements requested in specification Sections and as requested by Departmental Representative.
- .18 Delete information not applicable to project.
- .19 Supplement standard information to provide details applicable to project.
- .20 If upon review Departmental Representative, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.
- .21 The review of shop drawings by Departmental Representative is for sole purpose of ascertaining conformance with general concept.
 - .1 This review shall not mean that Departmental Representative approves detail design inherent in shop drawings, responsibility for which shall remain with Contractor submitting same, and such review shall not relieve Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting requirements of construction and Contract Documents.
 - .2 Without restricting generality of foregoing, Contractor is responsible for dimensions to be confirmed and correlated at job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of Work of sub-trades.

1.3 SAMPLES

- .1 Submit for review samples as requested in respective specification Sections. Label samples with origin and intended use.
- .2 Deliver samples prepaid to Departmental Representative's business address.
- .3 Notify Departmental Representative in writing, at time of submission of deviations in samples from requirements of Contract Documents.
- .4 Where colour, pattern or texture is criterion, submit full range of samples.
- .5 Adjustments made on samples by Departmental Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Departmental Representative prior to proceeding with Work.
- .6 Make changes in samples which Departmental Representative may require, consistent with Contract Documents.
- .7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

1.4 MOCK-UPS

- .1 Erect mock-ups in accordance with 01 45 00 - Quality Control.

1.5 CERTIFICATES AND TRANSCRIPTS

- .1 Immediately after issuance of Letter of Intent, submit Workers' Compensation Board status.
- .2 Submit transcription of insurance immediately after issuance of Letter of Intent.

END OF SECTION

PART 1- GENERAL

1.1 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS): Material Safety Data Sheets (MSDS).
- .3 Province of Ontario: Occupational Health and Safety Act, R.S.O. 1990 Updated 2005.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Make submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit site-specific Health and Safety Plan: Within 7 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
 - .1 Results of site specific safety hazard assessment.
 - .2 Results of safety and health risk or hazard analysis for site tasks and operation.
- .3 Post in the Site Trailer site health and safety inspection reports of Contractor's authorized representative.
- .4 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .5 Submit copies of incident and accident reports.
- .6 Submit WHMIS MSDS - Material Safety Data Sheets
- .7 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations. Post on Site.

1.3 FILING OF NOTICE

- .1 File Notice of Project with Provincial authorities prior to beginning of Work.

1.4 SAFETY ASSESSMENT

- .1 Perform site specific safety hazard assessment related to project.

1.5 REGULATORY REQUIREMENTS

- .1 Do Work in accordance with Section 01 41 00 - Regulatory Requirements.

1.6 GENERAL REQUIREMENTS

- .1 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.

1.7 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for

protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.

- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.8 COMPLIANCE REQUIREMENTS

- .1 Comply with Ontario Health and Safety Act, R.S.O.
- .2 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.

1.9 UNFORSEEN HAZARDS

- .1 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise the Departmental Representative verbally and in writing.

1.10 HEALTH AND SAFETY CO-ORDINATOR

- .1 Employ and assign to Work, competent and authorized representative as Health and Safety Co-ordinator. Health and Safety Co-ordinator must:
 - .1 Have site-related working experience specific to activities associated with the Project.
 - .2 Have working knowledge of occupational safety and health regulations.
 - .3 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.
 - .4 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.
 - .5 Be on site during execution of Work and report directly to and be under direction of site supervisor.

1.11 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province having jurisdiction.

1.12 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction.

1.13 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

END OF SECTION

PART 1- GENERAL**1.1 REFERENCES AND CODES**

- .1 Perform Work in accordance with Ontario Building Code including amendments up to tender closing date and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.
- .2 Meet or exceed requirements of:
 - .1 Contract documents.
 - .2 Specified standards, codes and referenced documents.

1.2 HAZARDOUS MATERIAL DISCOVERY

- .1 Asbestos: demolition of spray or trowel-applied asbestos is hazardous to health. Stop work immediately when material resembling spray or trowel-applied asbestos is encountered during demolition work. Notify Departmental Representative.
- .2 PCB: Polychlorinated Biphenyl: stop work immediately when material resembling Polychlorinated Biphenyl is encountered during demolition work. Notify Departmental Representative.
- .3 Mould: stop work immediately when material resembling mould is encountered during demolition work. Notify Departmental Representative.

1.3 BUILDING SMOKING ENVIRONMENT

- .1 No smoking is allowed within the limits of Departmental Representative's property.

END OF SECTION

PART 1- GENERAL

1.1 INSPECTION

- .1 Allow Departmental Representative access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Departmental Representative, instructions, or law of Place of Work.
- .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .4 Departmental Representative will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, the Departmental Representative shall pay cost of examination and replacement.

1.2 INDEPENDENT INSPECTION AGENCIES

- .1 Independent Inspection/Testing Agencies will be engaged by Departmental Representative for purpose of inspecting and/or testing portions of Work. Cost of such services will be borne by the Departmental Representative.
- .2 Provide equipment required for executing inspection and testing by appointed agencies.
- .3 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.

1.3 ACCESS TO WORK

- .1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.
- .2 Co-operate to provide reasonable facilities for such access.

1.4 PROCEDURES

- .1 Notify appropriate agency and Departmental Representative in advance of requirement for tests, in order that attendance arrangements can be made.
- .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.
- .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

1.5 REJECTED WORK

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Departmental Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.

- .3 If in opinion of the Departmental Representative it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Departmental Representative will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by Departmental Representative.

1.6 REPORTS

- .1 Submit copies of inspection and test reports to Departmental Representative.
- .2 Provide copies to subcontractor of work being inspected or tested, and manufacturer or fabricator of material being inspected or tested.

1.7 TESTS AND MIX DESIGNS

- .1 Furnish test results and mix designs as requested and those required by law of Place of Work.

1.8 MOCK-UPS

- .1 Prepare mock-ups for Work specifically requested in specifications. Include for Work of Sections required to provide mock-ups.
- .2 Construct in locations acceptable to Departmental Representative. Coordinate on Site.
- .3 Prepare mock-ups for Departmental Representative's review with reasonable promptness and in orderly sequence, to not cause delays in Work.
- .4 Failure to prepare mock-ups in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .5 Remove mock-up at conclusion of Work or when acceptable to Departmental Representative. Mock-ups may remain as part of Work if approved by Departmental Representative.

1.9 MILL TESTS

- .1 Submit mill test certificates as requested.

1.10 EQUIPMENT AND SYSTEMS

- .1 Submit adjustment and balancing reports for mechanical, electrical and building equipment systems.

END OF SECTION

PART 1- GENERAL

1.1 REFERENCES

- .1 Canadian General Standards Board (CGSB)
 - .1 CGSB 1.59-97, Alkyd Exterior Gloss Enamel.
 - .2 CAN/CGSB 1.189-00, Exterior Alkyd Primer for Wood.
- .2 Canadian Standards Association (CSA International)
 - .1 CSA-O121-M1978(R2003), Douglas Fir Plywood.

1.2 INSTALLATION AND REMOVAL

- .1 Provide temporary controls in order to execute Work expeditiously.
- .2 Remove from site all such work after use.

1.3 HOARDING AND STEEL FENCE

- .1 Erect and maintain pedestrian walkways including roof and side covers, complete with signs and electrical lighting as required by law.
- .2 Erect temporary site enclosure using new 2.4 m high steel fence ("Quick Fence" or equal). Provide one lockable truck gate. Maintain fence in good repair.
- .3 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

1.4 GUARD RAILS AND BARRICADES

- .1 Provide secure, rigid guard rails and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs, and where required.
- .2 Provide as required by governing authorities and as directed by Departmental Representative.

1.5 WEATHER ENCLOSURES

- .1 Provide weather tight closures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.
- .2 Close off floor areas where walls are not finished; seal off other openings; enclose building interior work for temporary heat.
- .3 Design enclosures to withstand wind pressure.

1.6 DUST TIGHT SCREENS AND FIRE RATED PARTITIONS

- .1 Provide dust tight screens insulated partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
- .2 Provide dust tight screens insulated partitions between Departmental Representative occupied areas and construction activities and as shown on the drawings.
- .3 All partitions to be 1hr fire rated partitions.
- .4 Maintain and relocate protection until such work is complete.

1.7 ACCESS TO SITE

- .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

1.8 FIRE ROUTES

- .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

1.9 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

- .1 Protect surrounding private and public property from damage during performance of Work.
- .2 Be responsible for damage incurred.

1.10 PROTECTION OF BUILDING FINISHES

- .1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.
- .2 Provide necessary screens, covers, and hoardings.
- .3 Confirm with Departmental Representative locations and installation schedule 3 days prior to installation.
- .4 Be responsible for damage incurred due to lack of or improper protection.

END OF SECTION

PART 1- GENERAL

1.1 REFERENCES

- .1 Within text of each specifications section, reference may be made to reference standards.
- .2 Conform to these reference standards, in whole or in part as specifically requested in specifications. Conform to latest date of issue of referenced standards in effect on date of submission of Bids (even if it differs from the date in the spec).
- .3 If there is question as to whether products or systems are in conformance with applicable standards, Departmental Representative reserves right to have such products or systems tested to prove or disprove conformance.
- .4 Cost for such testing will be borne by Departmental Representative in event of conformance with Contract Documents or by Contractor in event of non-conformance.

1.2 QUALITY

- .1 Products, materials, equipment and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .2 Procurement policy is to acquire, in cost effective manner, items containing highest percentage of recycled and recovered materials practicable consistent with maintaining satisfactory levels of competition. Make reasonable efforts to use recycled and recovered materials and in otherwise utilizing recycled and recovered materials in execution of work.
- .3 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
- .4 Should disputes arise as to quality or fitness of products, decision rests strictly with Departmental Representative based upon requirements of Contract Documents.
- .5 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
- .6 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

1.3 AVAILABILITY

- .1 Immediately upon issuance of Letter of Intent, review product delivery requirements and anticipate foreseeable supply delays for items. If delays in supply of products are foreseeable, notify Departmental Representative of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.
- .2 In event of failure to notify Departmental Representative at commencement of Work and should it subsequently appear that Work may be delayed for such reason, Departmental Representative reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.

1.4 STORAGE, HANDLING AND PROTECTION

- .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- .3 Store products subject to damage from weather in weatherproof enclosures.
- .4 Store cementitious products clear of earth or concrete floors, and away from walls.
- .5 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- .6 Store sheet materials, lumber on flat, solid supports and keep clear of ground. Slope to shed moisture.
- .7 Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.
- .8 Remove and replace damaged products at own expense and to satisfaction Departmental Representative.
- .9 Touch-up damaged factory finished surfaces to Departmental Representative's satisfaction. Use touch-up materials to match original. Do not paint over name plates.

1.5 TRANSPORTATION

- .1 Pay costs of transportation of products required in performance of Work.
- .2 Transportation cost of products supplied by Departmental Representative will be paid for by the Departmental Representative. Unload, handle and store such products.

1.6 MANUFACTURER'S INSTRUCTIONS

- .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- .2 Notify Departmental Representative in writing, of conflicts between specifications and manufacturer's instructions, so that Departmental Representative will establish course of action.
- .3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Departmental Representative to require removal and re-installation at no increase in Contract Price or Contract Time.
- .4 Include for all labour and material (beyond the requirements of tender documents) required by the manufacturer for proper installation.

1.7 QUALITY OF WORK

- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Departmental Representative if required Work is such as to make it impractical to produce required results.
- .2 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Departmental Representative, whose decision is final.

1.8 CO-ORDINATION

- .1 Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.
- .2 Be responsible for coordination and placement of openings, sleeves and accessories.

1.9 CONCEALMENT

- .1 In finished areas conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise.
- .2 Before installation inform Departmental Representative if there is interference. Install as directed by Departmental Representative.

1.10 REMEDIAL WORK

- .1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Co-ordinate adjacent affected Work as required.
- .2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

1.11 LOCATION OF FIXTURES

- .1 Consider location of fixtures, outlets, and mechanical and electrical items indicated as approximate.
- .2 Inform Departmental Representative of conflicting installation. Install as directed.

1.12 FASTENINGS

- .1 Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless indicated otherwise.
- .2 Prevent electrolytic action between dissimilar metals and materials.
- .3 Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in affected specification Section.
- .4 Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.
- .5 Keep exposed fastenings to a minimum, space evenly and install neatly.
- .6 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

1.13 FASTENINGS - EQUIPMENT

- .1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.
- .2 Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas.
- .3 Bolts may not project more than one diameter beyond nuts.

- .4 Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.

1.14 PROTECTION OF WORK IN PROGRESS

- .1 Prevent overloading of parts of building. Do not cut, drill or sleeve load bearing structural member, unless specifically indicated without written approval of Departmental Representative.

END OF SECTION

PART 1- GENERAL

1.1 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit written request in advance of cutting or alteration which affects:
 - .1 Structural integrity of elements of project.
 - .2 Integrity of weather-exposed or moisture-resistant elements.
 - .3 Efficiency, maintenance, or safety of operational elements.
 - .4 Visual qualities of sight-exposed elements.
 - .5 Work of Departmental Representative or separate contractor.
- .3 Include in request:
 - .1 Identification of project.
 - .2 Location and description of affected Work.
 - .3 Statement on necessity for cutting or alteration.
 - .4 Description of proposed Work, and products to be used.
 - .5 Alternatives to cutting and patching.
 - .6 Effect on Work of Departmental Representative or separate contractor.
 - .7 Written permission of affected separate contractor.
 - .8 Date and time work will be executed.

1.2 MATERIALS

- .1 Required for original installation.
- .2 Change in Materials: Submit request for substitution in accordance with Section 01 33 00 - Submittal Procedures.

1.3 PREPARATION

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- .2 After uncovering, inspect conditions affecting performance of Work.
- .3 Beginning of cutting or patching means acceptance of existing conditions.
- .4 Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.
- .5 Provide protection from elements for areas which are to be exposed by uncovering work; maintain excavations free of water.

1.4 EXECUTION

- .1 Execute cutting, fitting, and patching including excavation and fill, to complete Work.
- .2 Fit several parts together, to integrate with other Work.
- .3 Uncover Work to install ill-timed Work.
- .4 Remove and replace defective and non-conforming Work.
- .5 Remove samples of installed Work for testing.

- .6 Provide openings in non-structural elements of Work for penetrations of mechanical and electrical Work.
- .7 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- .8 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- .9 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.
- .10 Restore work with new products in accordance with requirements of Contract Documents.
- .11 Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- .12 Refinish surfaces to match adjacent finishes: Refinish continuous surfaces to nearest intersection. Refinish assemblies by refinishing entire unit.
- .13 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.

END OF SECTION

PART 1- GENERAL

1.1 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by Departmental Representative or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by Departmental Representative. Do not burn waste materials on site.
- .3 Clear snow and ice from access to building, bank/pile snow in designated areas only.
- .4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .5 Provide on-site containers for collection of waste materials and debris.
- .6 Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.
- .7 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .8 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .9 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .10 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.2 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .3 Prior to final review remove surplus products, tools, construction machinery and equipment.
- .4 Remove waste products and debris including that caused by Departmental Representative or other Contractors.
- .5 Remove waste materials from site at regularly scheduled times or dispose of as directed by Departmental Representative. Do not burn waste materials on site.
- .6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .7 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- .8 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures,

- furniture fitments, walls, and floors.
- .9 Vacuum clean and dust building interiors, behind grilles, louvres and screens.
 - .10 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
 - .11 Remove dirt and other disfiguration from exterior surfaces.
 - .12 Sweep and wash clean paved areas.
 - .13 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

END OF SECTION

PART 1- GENERAL

1.1 REFERENCES

- .1 OAA/OGCA Document 100.
- .2 Canadian Environmental Protection Act (CEPA)
 - .1 SOR/2008-197, Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations.

1.2 ADMINISTRATIVE REQUIREMENTS

- .1 Acceptance of Work Procedures:
 - .1 Contractor's Inspection: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
 - .1 Notify Departmental Representative in writing of satisfactory completion of Contractor's inspection and submit verification that corrections have been made.
 - .2 Request Departmental Representative's inspection.
 - .2 Departmental Representative's Inspection:
 - .1 Departmental Representative and Contractor to inspect Work and identify defects and deficiencies.
 - .2 Contractor to correct Work as directed.
 - .3 Completion Tasks: submit written certificates in English that tasks have been performed as follows:
 - .1 Work: completed and inspected for compliance with Contract Documents.
 - .2 Defects: corrected and deficiencies completed.
 - .3 Equipment and systems: tested, adjusted and balanced and fully operational.
 - .4 Certificates required by ESA, Municipal Authorities, Provincial Authorities, TSSA, etc: submitted.
 - .5 Operation of systems: demonstrated to Departmental Representative's personnel.
 - .6 Commissioning of mechanical systems: completed and copies of final Commissioning Report submitted to Departmental Representative.
 - .7 Work: complete and ready for final inspection.
 - .4 Final Inspection:
 - .1 When completion tasks are done, request final inspection of Work by Departmental Representative, and Contractor.
 - .2 When Work incomplete according to Departmental Representative, complete outstanding items and request re-inspection.
 - .5 Declaration of Substantial Performance: when Departmental Representative considers deficiencies and defects corrected and requirements of Contract substantially performed, make application for Certificate of Substantial Performance.
 - .6 Commencement of Lien and Warranty Periods: date of Departmental Representative's acceptance of submitted declaration of Substantial Performance to be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.
 - .7 Final Payment:
 - .1 When Departmental Representative considers final deficiencies and defects corrected and requirements of Contract met, make application for final payment.
 - .2 When Work deemed incomplete by Departmental Representative, complete outstanding items and request re-inspection.

- .8 Payment of Holdback: after issuance of Certificate of Substantial Performance of Work, submit application for payment of holdback amount in accordance with contractual agreement.

1.3 FINAL CLEANING

- .1 Clean in accordance with Section 01 74 11 - Cleaning.
 - .1 Remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

PART 1- GENERAL**1.1 REFERENCES**

- .1 Canadian Environmental Protection Act (CEPA)
 - .1 SOR/2008-197, Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations.

1.2 ADMINISTRATIVE REQUIREMENTS

- .1 Pre-warranty Meeting:
 - .1 Convene meeting one week prior to contract completion with contractor's representative and Departmental Representative, in accordance with Section 01 31 19 - Project Meetings to:
 - .1 Verify Project requirements.
 - .2 Review manufacturer's installation instructions and warranty requirements.
 - .2 Departmental Representative to establish communication procedures for:
 - .1 Notifying construction warranty defects.
 - .2 Determine priorities for type of defects.
 - .3 Determine reasonable response time.
 - .3 Contact information for bonded and licensed company for warranty work action: provide name, telephone number and address of company authorized for construction warranty work action.
 - .4 Ensure contact is located within local service area of warranted construction, is continuously available, and is responsive to inquiries for warranty work action.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Two weeks prior to Substantial Performance of the Work, submit to the Departmental Representative, four final copies of operating and maintenance manuals in English.
- .3 Provide spare parts, maintenance materials and special tools of same quality and manufacture as products provided in Work.
- .4 Provide evidence, if requested, for type, source and quality of products supplied.

1.4 FORMAT

- .1 Organize data as instructional manual.
- .2 Binders: vinyl, hard covered, 3 'D' ring, loose leaf 219 x 279 mm with spine and face pockets.
- .3 When multiple binders are used correlate data into related consistent groupings.
 - .1 Identify contents of each binder on spine.
- .4 Cover: identify each binder with type or printed title 'Project Record Documents'; list title of project and identify subject matter of contents.
- .5 Arrange content by systems, process flow, under Section numbers and sequence of Table of Contents.
- .6 Provide tabbed fly leaf for each separate product and system, with typed description of product

and major component parts of equipment.

- .7 Text: manufacturer's printed data, or typewritten data.
- .8 Drawings: provide with reinforced punched binder tab.
 - .1 Bind in with text; fold larger drawings to size of text pages.
- .9 Provide scaled CAD files in dwg format on CD.

1.5 CONTENTS - PROJECT RECORD DOCUMENTS

- .1 Table of Contents for Each Volume: provide title of project;
 - .1 Date of submission; names.
 - .2 Addresses, and telephone numbers of Departmental Representative and Contractor with name of responsible parties.
 - .3 Schedule of products and systems, indexed to content of volume.
- .2 For each product or system:
 - .1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- .3 Product Data: mark each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- .4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- .5 Typewritten Text: as required to supplement product data.
 - .1 Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 45 00 - Quality Control.
- .6 Training: refer to Section 01 79 00 - Demonstration and Training.

1.6 AS -BUILT DOCUMENTS AND SAMPLES

- .1 Maintain, in addition to requirements in General Conditions, on site, one record copy of:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Change Orders and other modifications to Contract.
 - .5 Reviewed shop drawings, product data, and samples.
 - .6 Field test records.
 - .7 Inspection certificates.
 - .8 Manufacturer's certificates.
- .2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.
- .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- .4 Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- .5 Keep record documents and samples available for inspection by Departmental Representative.

1.7 RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS

- .1 Record information on set of black line opaque drawings. Mark in red.
- .2 Use felt tip marking pens, maintaining separate colours for each major system, for recording information.
- .3 Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
- .4 Contract Drawings and shop drawings: mark each item to record actual construction, including:
 - .1 Measured depths of elements of foundation in relation to finish first floor datum.
 - .2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - .3 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - .4 Field changes of dimension and detail.
 - .5 Changes made by change orders.
 - .6 Details not on original Contract Drawings.
 - .7 References to related shop drawings and modifications.
- .5 Specifications: mark each item to record actual construction, including:
 - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
 - .2 Changes made by Addenda and change orders.
- .6 Other Documents: maintain manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.
- .7 Provide digital photos (on CD), for site records.

1.8 EQUIPMENT AND SYSTEMS

- .1 For each item of equipment and each system include description of unit or system, and component parts.
 - .1 Give function, normal operation characteristics and limiting conditions.
 - .2 Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- .2 Panel board circuit directories: provide electrical service characteristics, controls, and communications.
- .3 Include installed colour coded wiring diagrams.
- .4 Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences.
 - .1 Include regulation, control, stopping, shut-down, and emergency instructions.
 - .2 Include summer, winter, and any special operating instructions.
- .5 Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- .6 Provide servicing and lubrication schedule, and list of lubricants required.
- .7 Include manufacturer's printed operation and maintenance instructions.

- .8 Include sequence of operation by controls manufacturer.
- .9 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- .10 Provide installed control diagrams by controls manufacturer.
- .11 Provide Contractor's co-ordination drawings, with installed colour coded piping diagrams.
- .12 Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- .13 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- .14 Include test and balancing reports.
- .15 Additional requirements: as specified in individual specification sections.

1.9 MATERIALS AND FINISHES

- .1 Building products, applied materials, and finishes: include product data, with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured products.
- .2 Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .3 Moisture-protection and weather-exposed products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .4 Additional requirements: as specified in individual specifications sections.

1.10 MAINTENANCE MATERIALS

- .1 Spare Parts:
 - .1 Provide spare parts, in quantities specified in individual specification sections.
 - .2 Provide items of same manufacture and quality as items in Work.
 - .3 Deliver to site; place and store.
 - .4 Receive and catalogue items.
 - .1 Submit inventory listing to Departmental Representative
 - .2 Include approved listings in Maintenance Manual
 - .3 Obtain receipt for delivered products and submit prior to final payment
- .2 Extra Stock Materials:
 - .1 Provide maintenance and extra materials, in quantities specified in individual specification sections.
 - .2 Provide items of same manufacture and quality as items in Work.
 - .3 Deliver to site; place and store.
 - .4 Receive and catalogue items.
 - .1 Submit inventory listing to Departmental Representative.
 - .2 Include approved listings in Maintenance Manual.
 - .3 Obtain receipt for delivered products and submit prior to final payment.
- .3 Special Tools:
 - .1 Provide special tools, in quantities specified in individual specification section.
 - .2 Provide items with tags identifying their associated function and equipment.
 - .3 Deliver to site; place and store.
 - .4 Receive and catalogue items.

- .1 Submit inventory listing Departmental Representative.
- .2 Include approved listings in Maintenance Manual.

1.11 DELIVERY, STORAGE AND HANDLING

- .1 Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.
- .2 Store in original and undamaged condition with manufacturer's seal and labels intact.
- .3 Store components subject to damage from weather in weatherproof enclosures.
- .4 Store paints and freezable materials in a heated and ventilated room.
- .5 Remove and replace damaged products at own expense and for review by Departmental Representative.

1.12 WARRANTIES AND BONDS

- .1 Develop warranty management plan to contain information relevant to Warranties.
- .2 Submit warranty management plan, 30 days before planned pre-warranty conference, to Departmental Representative for approval.
- .3 Warranty management plan to include required actions and documents to assure that Departmental Representative receives warranties to which it is entitled.
- .4 Provide plan in narrative form and contain sufficient detail to make it suitable for use by future maintenance and repair personnel.
- .5 Submit, warranty information made available during construction phase, to Departmental Representative for approval prior to each monthly pay estimate.
- .6 Assemble approved information in binder, submit upon acceptance of work and organize binder as follows:
 - .1 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
 - .2 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - .3 Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
 - .4 Verify that documents are in proper form, contain full information, and are notarized.
 - .5 Co-execute submittals when required.
 - .6 Retain warranties and bonds until time specified for submittal.
- .7 Except for items put into use with Departmental Representative's permission, leave date of beginning of time of warranty until Date of Substantial Performance is determined.
- .8 Conduct joint 11 month warranty inspection, measured from time of Substantial Performance.
- .9 Include information contained in warranty management plan as follows:
 - .1 Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.
 - .2 Listing and status of delivery of Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and commissioned systems such as fire protection, alarm systems, sprinkler systems, etc.
 - .3 Provide list for each warranted equipment, item, feature of construction or system

indicating:

- .1 Name of item.
 - .2 Model and serial numbers.
 - .3 Location where installed.
 - .4 Name and phone numbers of manufacturers or suppliers.
 - .5 Names, addresses and telephone numbers of sources of spare parts.
 - .6 Warranties and terms of warranty; include one-year overall warranty of construction. Indicate items that have extended warranties and show separate warranty expiration dates.
 - .7 Cross-reference to warranty certificates as applicable.
 - .8 Starting point and duration of warranty period.
 - .9 Summary of maintenance procedures required to continue warranty in force.
 - .10 Cross-Reference to specific pertinent Operation and Maintenance manuals.
 - .11 Organization, names and phone numbers of persons to call for warranty service.
 - .12 Typical response time and repair time expected for various warranted equipment.
-
- .4 Contractor's plans for attendance at 11 month post-construction warranty inspections.
 - .5 Procedure and status of tagging of equipment covered by extended warranties.
 - .6 Post copies of instructions near selected pieces of equipment where operation is critical for warranty and/or safety reasons.
-
- .10 Respond in timely manner to oral or written notification of required construction warranty repair work.
 - .11 Written verification to follow oral instructions.
 - .1 Failure to respond will be cause for the Departmental Representative to proceed with action against Contractor.

1.13 WARRANTY TAGS

- .1 Tag, at time of installation, each warranted item. Provide durable, oil and water resistant tag approved by Departmental Representative.
- .2 Attach tags with copper wire and spray with waterproof silicone coating.
- .3 Leave date of acceptance until project is accepted for occupancy.
- .4 Indicate following information on tag:
 - .1 Type of product/material.
 - .2 Model number.
 - .3 Serial number.
 - .4 Contract number.
 - .5 Warranty period.
 - .6 Inspector's signature.
 - .7 Construction Contractor.

END OF SECTION

PART 1- GENERAL

1.1 SECTION INCLUDES

- .1 Partial Demolition of Existing Features throughout the existing building and site.
- .2 Methods and procedures for demolishing, salvaging, recycling and removing items designated to be removed in whole or in part, and for backfilling resulting trenches and excavations.
- .3 Physical detachment of materials from structure and may include: prying, pulling, cutting, unscrewing.
- .4 Removal and disposal of all demolition waste.
- .5 Work described in Section 01 73 00 Execution

1.2 REFERENCES

- .1 National Building Code of Canada (NBC), Part 8 - Safety Measures at Construction and Demolition Sites (2005) and with local authority having jurisdiction.
- .2 CSA International: CSA S350-M1980(R2003), Code of Practice for Safety in Demolition of Structures.
- .3 U.S. Environmental Protection Agency (EPA)/Office of Water: EPA 832/R-92-005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

1.3 GENERAL INTENT

- .1 Demolition of building features and structures are demolished and the debris is removed such that:
 - .1 the demolition is completed in a manner and within the timeframes established in the Project Schedule
 - .2 the surfaces remaining after demolition are safely filled and free of protrusions and abrupt edges.
 - .3 if the equipment is removed, then all the equipment, the electrical, mechanical, and process systems equipment related to the equipment will be removed from the remainder of the Buildings in an acceptable manner so as not to damage the buildings.
 - .4 all demolition debris has been removed and disposed of in accordance with applicable law.
 - .5 below grade structures and equipment are to be opened, metal and debris removed, and the resulting holes filled and made safe.
 - .6 Any disturbed adjacent surfaces shall be repaired.
 - .7 the equipment will be removed through existing openings, if possible. If removal through existing openings is not possible, then temporary opening shall be made that allows for the removal of the equipment and provides for the subsequent repair or weatherproofing of the building after removal. When removing the equipment, all of the exterior electrical, mechanical, and process systems equipment related to the equipment will also be removed.
- .2 Demolition includes, but is not limited to:
 - .1 Removal of windows and frames, interior partitions as required to accommodate new construction.

- .2 Removal of interior finishes adjacent to demolition to the extent of nearest "natural break" (i.e. floor tile, material seams, room corners, doorways, etc.) which allow for installation of new finishes.
- .3 Removal of pipes, conduits, ducts, other mechanical and electrical work as required to accommodate new construction.
- .4 Remove all exposed conduit and wiring back to the panel from which it is served. Mark all disassociated breakers "spare". Unless otherwise noted, the Contractor shall fill and patch all wall, floor, and ceiling openings resulting from this demolition work with materials and finishes identical to adjacent materials and finished.
- .5 Unless otherwise noted, remove all wiring devices, fixtures, controls, circuitry (conduit and wiring), etc., made obsolete by the demolition within or around the building.
- .6 The Contractor shall relocate all existing piping, circuitry (conduit and wiring), ductwork, etc., which impedes the installation of new materials and equipment, unless otherwise noted.
- .7 Demolish, remove, demount, and disconnect the following:
 - .1 Inactive and obsolete piping, fitting and specialties, equipment, ductwork, controls, fixtures, and insulation.
 - .2 Piping and ducts embedded in floors, wall, and ceiling may remain if such materials do not interfere with new installation. Remove materials above accessible ceilings. Drain and cap piping and ducts allowed to remain.

1.4 SITE CONDITIONS

- .1 Review "Designated Substance Report" and take precautions to protect workers and environment.
- .2 If material resembling spray or trowel-applied asbestos or other designated substance be encountered, stop work, take preventative measures, and notify the Departmental Representative immediately. Proceed only after receipt of written instructions have been received from the Departmental Representative.
- .3 Notify Departmental Representative before disrupting building access or services.
- .4 Remove all base structures to be deconstructed on their condition at time of site visit during Bid period. Be responsible for provision of services required for deconstruction. Conduct comprehensive survey of items to be demolished.
- .5 Employ necessary means to assess site conditions and structures to determine quantity and locations of hazardous materials.
- .6 Investigate site and structures to determine dismantling, processing and storage logistics required prior to beginning of Work.
- .7 Develop strategy for deconstruction to facilitate optimum salvage and disposal.

PART 2 - EXECUTION

2.1 EXAMINATION

- .1 Inspect building and site with and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.
- .2 Locate and protect utilities. Preserve active utilities traversing site in operating condition.

2.2 PROTECTION

- .1 Prevent movement, settlement, or damage to adjacent structures, utilities, landscaping features, parts of building to remain in place, etc. Provide bracing and shoring required.
- .2 Keep noise, dust, and inconvenience to occupants to minimum.
- .3 Protect building systems, services and equipment.
- .4 Provide temporary dust screens, covers, railings, supports and other protection as required.
- .5 Take precautions to guard against damage to adjacent work. Be liable for any damage or injury caused.
- .6 Ensure safe passage around and through area of demolition.
- .7 Protect temporarily suspended work that is without continuous supervision to prevent access by unauthorized persons.
- .8 Do Work in accordance with Section 01 35 29 - Health and Safety Requirements.

2.3 DEMOLITION

- .1 Remove items as indicated.
- .2 Remove parts of existing building to permit new construction.
- .3 Trim edges of partially demolished building elements to tolerances to suit future use.
- .4 Carry out demolition work in a manner to least inconvenience adjacent occupied building area.

2.4 REMOVAL FROM SITE

- .1 Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the Departmental Representative's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's expense.
- .2 Transport material designated for alternate disposal in accordance with applicable regulations.
- .3 Dispose of materials not designated for alternate disposal in accordance with applicable regulations.

2.5 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning. Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11 - Cleaning.
- .3 Remove debris, trim surfaces and leave work site clean, upon completion of Work.
- .4 Use cleaning solutions and procedures which are not harmful to health, are not injurious to plants and building materials.
- .5 Remove all tools and equipment from site.
- .6 Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
- .7 Refer to demolition drawings and specifications for items to be salvaged for reuse.

END OF SECTION

PART 1- GENERAL**1.1 REFERENCES**

- .1 American National Standards Institute/National Particleboard Association (ANSI/NPA): ANSI/NPA A208.1-2009, Particleboard.
- .2 Galvanizing: CSA G164 (latest revision)
- .3 Dimension lumber to: CSA 0141 (latest revision) specified group to CSA 086(latest revision) as listed in the National Lumber Grades Authority Standard Grading Rules (latest revision) – grade category as follows;
 - .1 Light Framing: Spruce or Pine Construction Grade, u/n otherwise
 - .2 Structural Light Framing: Spruce No.2 grade or better
- .4 Plywood: exterior grade fir plywood to CSA 0121 (latest revision) of thickness indicated good one side. Use veneer core with type I bond.
- .5 Nails, spikes and staples: to CSA B111 (latest revision); galvanized for exterior work, highly humid interior areas and for treated lumber; plain finish elsewhere. Use spiral thread nails.
- .6 Fasteners: to hollow masonry use toggle bolts; to solid masonry or concrete use Hilti-Hit masonry fasteners; to steel use bolts or power activated fasteners. Use inorganic fibre plugs where screws are specified into concrete of masonry.
- .7 Bolts: 12mm diameter unless indicated otherwise (complete with nuts and washers). Refer to structural drawings.
- .8 Pressure Treated Wood: to CAN/CSA-080-1- (latest revision); treat dimension lumber to CAN/CSA-080.2-M89 using pentachlorophenol or copper naphthenate preservative to obtain a minimum retention of 6.4 kg/m³ of wood; treat plywood to CAN/CSA-808.9- (latest revision) using pentachlorophenol or copper naphthenate preservative to obtain a minimum retention of 4.8 kg/m³ of wood; use type 'A' hydrocarbon solvents to CSA 080.201- (latest revision).
- .9 CAN3-O437 Series-93, Standards on OSB and Waferboard
- .10 CAN/CSA-O325.0-92(R1988), Construction Sheathing
- .11 The Truss Plate Institute of Canada: Truss Design Procedures and Specifications for Light Metal Plate Connected Wood Trusses 2007.
- .12 Underwriters' Laboratories of Canada (ULC): CAN/ULC-S706-09, Standard for Wood Fibre Insulating Boards for Buildings.

1.2 QUALITY ASSURANCE

- .1 Ontario Building Code (OBC) – current edition.
- .2 Lumber by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board.
- .3 Plywood, particleboard, OSB and wood based composite panels in accordance with CSA and ANSI standards.

1.3 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product

- Requirements and with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
 - .3 Storage and Handling Requirements:
 - .1 Store materials off ground, in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Store and protect wood from nicks, scratches, and blemishes.
 - .3 Replace defective or damaged materials with new.

PART 2 - PRODUCTS

2.1 FRAMING STRUCTURAL AND PANEL MATERIALS

- .1 Lumber: softwood, S4S, moisture content 19% (S-dry) or less in accordance with following standards:
 - .1 CSA O141 – latest revision and CAN3-086 latest revision..
 - .2 NLGA Standard Grading Rules for Canadian Lumber.
- .2 Framing and board lumber: in accordance with OBC – current edition
- .3 Glulam in accordance with Structural Glued-Laminated Timber CAN/CSA-O122.
- .4 Wood I-joists in accordance with Prefabricated Wood I-Joists ASTM D 5055.
- .5 Light-frame trusses in accordance with "Truss Design and Procedures for Light Metal Connected Wood Trusses", The Truss Plate Institute of Canada.
- .6 Furring, blocking, nailing strips, grounds, rough bucks, cants, curbs, fascia backing and sleepers:
 - .1 S2S or S4S material
 - .2 Board sizes: "Standard" or better grade.
 - .3 Dimension sizes: "Standard" light framing or better grade
 - .4 Post and timbers sizes: "Standard" or better grade
- .7 Wood curbs, plywood strips at roof parapets: fire retardant treated wood in accordance with CSA 080-1- (latest revision).
- .8 Structural Composite Lumber (SCL) in accordance with ASTM D 5456.
- .9 Plywood, OSB and wood based composite panels: to CSA O325.
- .10 Douglas fir plywood (DFP): to CSA O121, standard construction.
- .11 Canadian softwood plywood (CSP): to CSA O151, standard construction.

2.2 FASTENER FINISH

- .1 Galvanizing: to CAN/CSA-G164- (latest revision), use galvanized fasteners for all work

PART 3 - EXECUTION

3.1 EXAMINATION

- .1 Verification of Conditions: verify conditions of substrates previously installed under other Sections or Contracts are acceptable for product installation in accordance with manufacturer's

written instructions.

- .2 Visually inspect substrate. Inform Departmental Representative of unacceptable conditions immediately upon discovery.
- .3 Proceed with installation only after unacceptable conditions have been remedied.

3.2 PREPARATION

- .1 Treat surfaces of material with wood preservative, before installation.
- .2 Apply preservative by dipping, or by brush to completely saturate and maintain wet film on surface for minimum 3 minute soak on lumber and one minute soak on plywood.
- .3 Re-treat surfaces exposed by cutting, trimming or boring with liberal brush application of preservative before installation.
- .4 Treat material as follows:
 - .1 Wood cants, fascia backing, curbs, nailers, sleepers on roof deck.
 - .2 Wood furring on outside surface of exterior masonry and concrete walls.
 - .3 Wood sleepers supporting wood subflooring over concrete slabs in contact with ground or fill.

3.3 INSTALLATION

- .1 Comply with requirements of Ontario Building Code OBC (latest edition), Part 9.
- .2 Install members true to line, levels and elevations, square and plumb.
- .3 Construct continuous members from pieces of longest practical length.
- .4 Install spanning members with "crown-edge" up.
- .5 Install subflooring and combined subfloor and underlay with panel end-joints located on solid bearing, staggered at least 800 mm. In addition to mechanical fasteners, floor panels secure floor subflooring to floor joists using glue and screws. Place continuous adhesive bead in accordance with manufacturer's instructions, single-bead on each joist and double-bead on joists where panel ends butt.
- .6 Install furring and blocking as required to space-out and support casework, cabinets, wall and ceiling finishes, facings, fascia, soffit, electrical equipment mounting boards, and other work as required.
- .7 Install furring to support siding applied vertically where there is no blocking and where sheathing is not suitable for direct nailing. Align and plumb faces of furring and blocking to tolerance of 1:600.
- .8 Install rough bucks, nailers and linings to rough openings as required to provide backing for frames and other work.
- .9 Install wood cants, fascia backing, nailers, curbs and other wood supports as required and secure using galvanized fasteners.
- .10 Backpaint all wood in contact with masonry, precast, and cured concrete. Apply pressure treated wood preservative to all wood in contact with ground, mortar, concrete (not completely cured), or any other surface with potential to come in contact with moisture.
- .11 Provide backerboard for mounting electrical equipment. Use 19mm plywood on 19x38mm furring around perimeter and at maximum 300mm intermediate spacing.

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- .12 Install sleepers as indicated.
- .13 Frame, anchor, fasten, tie and brace members to provide necessary strength and rigidity.
- .14 Countersink bolts where necessary to provide clearance for other work.
- .15 Use nailing disks for soft sheathing as recommended by sheathing manufacturer.
- .16 Erect to CSA 086- (latest revision)

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- .1 Standing and running trim.
- .2 Interior and exterior frames.

1.2 RELATED SECTIONS

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 01 61 00 - Common Product Requirements.
- .3 Section 09 91 13 - Painting.

1.3 REFERENCES

- .1 American National Standards Institute (ANSI)
 - .1 ANSI A208.1-09, Particleboard.
 - .2 ANSI A208.2-09, Medium Density Fibreboard (MDF) for Interior Applications.
 - .3 ANSI/HPVA HP-1-10, American National Standard for Hardwood and Decorative Plywood
- .2 ASTM International
 - .1 ASTM E1333-10, Test Method for Determining Formaldehyde Concentrations in Air and Emissions Rates from Wood Products Using a Large Chamber.
 - .2 ASTM A 123/A 123M-09, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- .3 Architectural Woodwork Manufacturers Association of Canada (AWMAC) and Architectural Woodwork Institute (AWI)
 - .1 Architectural Woodwork Quality Standards, 1st edition, 2009.
- .4 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-11.3-M87, Hardboard.
- .5 Canadian Standards Association (CSA)
 - .1 CAN/CSA-A247-M86(R1996), Insulating Fibreboard.
 - .2 CSA B111-74(R2003), Wire Nails, Spikes and Staples.
 - .3 CSA O121-08, Douglas Fir Plywood.
 - .4 CSA O141-05(R2009), Softwood Lumber.
 - .5 CSA O151-09, Canadian Softwood Plywood.
 - .6 CSA O153-M1980(R2008), Poplar Plywood.
 - .7 CAN/CSA-Z809-08, Sustainable Forest Management.
- .6 National Hardwood Lumber Association (NHLA)
- .7 National Lumber Grades Authority (NLGA)
 - .1 Standard Grading Rules for Canadian Lumber 2010.

- .8 Underwriters Laboratories of Canada (ULC)
 - .1 CAN/ULC-S104-10, Standard Method for Fire Tests of Door Assemblies.
 - .2 CAN/ULC-S105-09, Standard Specification for Fire Door Frames.
- .9 Lifecycle Assessment (LCA) Standards
 - .1 ISO 14040/14041 LCA Standards

1.4 SHOP DRAWINGS

- .1 Submit shop drawings in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Indicate details of construction, profiles, jointing, fastening and other related details.
- .3 Indicate materials, thicknesses, finishes and hardware.

1.5 SAMPLES

- .1 Submit samples in accordance with Section 01 33 00 - Submittal Procedures.

1.6 DELIVERY, STORAGE, AND HANDLING

- .1 Deliver, handle, store and protect materials in accordance with Section 01 61 00 - Common Product Requirements.
- .2 Protect materials against dampness during and after delivery.
- .3 Store materials in ventilated areas, protected from extreme changes of temperature or humidity.

PART 2 - PRODUCTS

2.1 LUMBER MATERIAL

- .1 Softwood lumber: unless specified otherwise, S4S, moisture content 19% or less in accordance with following standards:
 - .1 CAN/CSA-O141.
 - .2 NLGA Standard Grading Rules for Canadian Lumber.
 - .3 AWMAC premium grade, moisture content as specified.
- .2 Machine stress-rated lumber is acceptable.
- .3 Hardwood lumber: moisture content in accordance with following standards:
 - .1 National Hardwood Lumber Association (NHLA).
 - .2 AWMAC premium grade, moisture content as specified.

2.2 PANEL MATERIAL

- .1 Douglas fir plywood (DFP): to CSA O121, standard construction.
- .2 Canadian softwood plywood (CSP): to CSA O151, standard construction.
- .3 Hardwood plywood: to ANSI/HPVA HP-1.
- .4 Poplar plywood (PP): to CSA O153, standard construction.
- .5 Particleboard: to ANSI A208.1.
- .6 Hardboard: to CAN/CGSB-11.3.
- .7 Medium density fibreboard (MDF): to ANSI A208.2, density 640-800 kg/m3.
 - .1 Medium density fibreboard must:
 - .1 be manufactured such that formaldehyde emissions do not exceed 0.260 m2/m3 when tested in accordance with ASTM E1333.
- .8 Low density fibreboard: to CSA-A247M.
 - .1 Ensure fibreboard is not manufactured with binders, coatings or adhesives which contain resins or other compounds that have potential to release formaldehyde during final product's use.

2.3 ACCESSORIES

- .1 Nails and staples: to CSA B111; galvanized to ASTM A 123/A 123M for exterior work, interior humid areas and for treated lumber; stainless steel finish elsewhere.
- .2 Wood screws: stainless steel, type and size to suit application.
- .3 Splines: metal.
- .4 Adhesive: recommended by manufacturer.
- .5 Use least toxic sealants, adhesives, sealers, and finishes necessary to comply with requirements of this section.

PART 3 - EXECUTION

3.1 INSTALLATION

- .1 Do finish carpentry to Quality Standards of the Architectural Woodwork Manufacturers Association of Canada (AWMAC), except where specified otherwise.
- .2 Scribe and cut as required, fit to abutting walls, and surfaces, fit properly into recesses and to accommodate piping, columns, fixtures, outlets, or other projecting, intersecting or penetrating objects.
- .3 Form joints to conceal shrinkage.

3.2 CONSTRUCTION

- .1 Fastening.
 - .1 Position items of finished carpentry work accurately, level, plumb, true and fasten or anchor securely.
 - .2 Design and select fasteners to suit size and nature of components being joined. Use proprietary devices as recommended by manufacturer.
 - .3 Set finishing nails to receive filler. Where screws are used to secure members, countersink screw in round cleanly cut hole and plug with wood plug to match material being secured.
 - .4 Replace items of finish carpentry with damage to wood surfaces including hammer and other bruises.
- .2 Standing and running trim.
 - .1 Butt and cope internal joints of baseboards to make snug, tight, joint. Cut right angle joints of casing and base with mitred joints.
 - .2 Fit backs of baseboards and casing snugly to wall surfaces to eliminate cracks at junction of base and casing with walls.
 - .3 Make joints in baseboard, where necessary using a 45 degree scarf type joint.
 - .4 Install door and window trim in single lengths without splicing.
- .3 Interior and exterior frames.
 - .1 Set frames with plumb sides and level heads and sills and secure.

END OF SECTION

PART 1 - GENERAL**1.1 EXTENT OF WORK**

- .1 Application of Air/Vapour Barrier Membrane at Cavity Walls:
 - .1 Install Air/Vapour at all exterior cavity walls.
- .2 Application of Air/Vapour Barrier Membrane at exterior:
 - .1 Air seal materials to bridge and seal openings and penetrations of window frames, door frames and as indicated on drawings.
 - .2 Perimeter seal between dissimilar materials i.e. roofing and exterior envelope.

1.2 REFERENCES

- .1 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-51.33-M80 Vapour Barrier, Sheet, for Use in Building Construction.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.4 MOCK-UP

- .1 Provide mock-up of air barrier materials
- .2 Mock-up to include window frame and sill, insulation; illustrating materials interface and seals.
- .3 Locate where directed by the Departmental Representative.
- .4 Mock-up may remain as part of the work.
- .5 Allow 24 h for inspection of mock-up by Departmental Representative before proceeding with air barrier work.

1.5 AMBIENT CONDITIONS

- .1 Install solvent curing sealants and vapour release adhesive materials in open spaces with ventilation.
- .2 Ventilate enclosed spaces.
- .3 Maintain temperature and humidity recommended by materials manufactures before, during and after installation.

1.6 SEQUENCING

- .1 Sequence work in accordance with Section 01 32 16 - Construction Progress Schedule.
- .2 Sequence work to permit installation of materials in conjunction with related materials and seals.

1.7 WARRANTY

- .1 For sealant and sheet materials, provide warranty for 2 years.
- .2 Warranty: include coverage of installed sealant and sheet materials which:
 - .1 Fail to achieve air tight and watertight seal.

- .2 Exhibit loss of adhesion or cohesion.
- .3 Do not cure.

PART 2 - PRODUCTS

2.1 SHEET MATERIALS

- .1 Sheet Seal: self-adhering membrane consisting of an SBS rubberized asphalt compound integrally laminated to an engineered thermoplastic film. Nominal total thickness of 1 mm. Where membrane comes in contact with roofing material, select compatible membrane flashing material recommended by the manufacturer.
- .2 Substrate Cleaner: Non-corrosive type as recommended by manufacturer of air barrier.
- .3 Adhesive: As recommended by manufacturer of air barrier.

2.2 ACCESSORIES

- .1 Joint Sealing Tape: air resistant pressure sensitive adhesive tape, type recommended by vapour barrier manufacturer, 50 mm wide for lap joints and perimeter seals, 25 mm wide elsewhere.
- .2 Sealants: In accordance with Section 07 92 00 - Sealants. Colour selected by the Departmental Representative.

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- .1 Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheets.

3.2 GENERAL

- .1 Perform Work in accordance with National Air Barrier Association - Professional Contractor Quality Assurance Program and requirements for materials and installation.
- .2 Install sheet vapour barrier on warm side of exterior wall assemblies to form continuous barrier.
- .3 Use sheets of largest practical size to minimize joints.
- .4 Inspect sheets for continuity. Repair punctures and tears with sealing tape before work is concealed.
- .5 Install sheet vapour barrier at through-wall transitions of vapour barriers. Overlap with vapour barriers of different specified type.

3.3 EXAMINATION

- .1 Verify that surfaces and conditions are ready to accept work of this section.
- .2 Ensure surfaces are clean, dry, sound, smooth, continuous and comply with sheet vapour barrier manufacturer's requirements.
- .3 Report unsatisfactory conditions to Departmental Representative in writing. Do not start work until deficiencies have been corrected. Beginning of Work implies acceptance of conditions.

3.4 PREPARATION

- .1 Remove loose or foreign matter, which might impair adhesion of materials.
- .2 Ensure substrates are clean of oil or excess dust; masonry joints struck flush, and open joints filled; and concrete surfaces free of large voids, spalled areas or sharp protrusions.
- .3 Ensure substrates are free of surface moisture prior to application of self-adhesive membrane and primer.
- .4 Ensure metal closures are free of sharp edges and burrs.
- .5 Prime substrate surfaces to receive adhesive and sealants in accordance with manufacturer's instructions.

3.5 APPLICATION OF AIR BARRIER MEMBRANE AT CAVITY WALL

- .1 Surface Preparation
 - .1 All surfaces must be clean of oil, dust and excess mortar. Strike masonry joints flush. Concrete surfaces must be smooth and without large voids, spalled areas or sharp protrusions. Concrete must be cured a minimum of 14 days and must be dry before sheet vapour barrier is applied. Where curing compounds are used they must be clear resin based, without oil, wax or pigments
 - .2 All surfaces to receive sheet vapour barrier must be primed, applied by lambs wool roller, brush or spray equipment at the rate of 1 litre per 2-6m² depending on porosity and texture of surface and allowed to dry for 30 minutes before sheet vapour barrier is applied. Ensure that all primed surfaces receive sheet vapour barrier in the same day. Alternatively, prime with polymer emulsion-based primer, as recommended by the manufacturer. Allow to dry to a tacky film.
- .2 Application of Membrane
 - .1 Refer to manufacturer Guide Specification for detailed application information. Sheet vapour barrier must be lapped a minimum of 50 mm on both sides and end laps. Position membrane for alignment, remove protective film and press firmly into place. When membrane is entirely in place, roll membrane including seams with a counter top roller to ensure full contact. When using membrane with brick ties, position membranes, press in place and cut for ties or projections. Seal around any openings and at leading edge at the end of the days work with fluid applied flashing membrane as recommended by manufacturer.

3.6 EXTERIOR SURFACE OPENINGS

- .1 Cut sheet vapour barrier to form openings and ensure material is lapped and sealed to frame.

3.7 PERIMETER SEAL

- .1 Seal perimeter of sheet vapour barrier as follows:
 - .1 Apply continuous bead of sealant to substrate at perimeter of sheets.
 - .2 Lap sheet over sealant and press into sealant bead.
 - .3 Ensure that no gaps exist in sealant bead. Smooth out folds and ripples occurring in sheet over sealant.

3.8 LAP JOINT SEALS

- .1 Seal lap joints of sheet vapour barrier as follows:
 - .1 Attach first sheet to substrate

- .2 Apply continuous bead of sealant over solid backing at joint
- .3 Lap adjoining sheet minimum 150 mm and press into sealant bead
- .4 Install staples through lapped sheets at sealant bead into wood substrate
- .5 Ensure that no gaps exist in sealant bead. Smooth out folds and ripples occurring in sheet over sealant.

3.9 CLEANING

- .1 Proceed in accordance with Section 01 74 11 - Cleaning.
- .2 Use mineral spirits. CAUTION: Contains flammable solvents. Take suitable fire precautions. Do not allow smoking or welding in working area. Keep away from heat and open flame. Use in well ventilated areas. Keep containers covered when not in use.
- .3 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

3.10 PROTECTION OF WORK

- .1 Protect finished work in accordance with Section 01 61 00 - Common Product Requirements.
- .2 Do not permit adjacent work to damage work of this section.
- .3 Ensure finished work is protected from climatic conditions.

END OF SECTION

PART 1- GENERAL

1.1 REFERENCES

- .1 The Aluminum Association Inc. (AAI)
 - .1 AAI-Aluminum Sheet Metal Work in Building Construction-2002.
 - .2 AAI DAF45-03, Designation System for Aluminum Finishes.
- .2 American Society for Testing and Materials International (ASTM)
 - .1 ASTM A 167-99(2004), Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
 - .2 ASTM A 240/A 240M-07e1, Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
 - .3 ASTM A 606-04, Standard Specification for Steel, Sheet and Strip, High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, with Improved Atmospheric Corrosion Resistance.
 - .4 ASTM A 653/A 653M-07, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - .5 ASTM A 792/A 792M-06a, Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - .6 ASTM B 32-04, Standard Specification for Solder Metal.
 - .7 ASTM B 370-03, Standard Specification for Copper Sheet and Strip for Building Construction.
 - .8 ASTM D 523-89(1999), Standard Test Method for Specular Gloss.
 - .9 ASTM D 822-01(2006), Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings.
- .3 Canadian Roofing Contractors Association (CRCA): Roofing Specifications Manual 1997.
- .4 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-51.32-M77, Sheathing, Membrane, Breather Type.
 - .2 CAN/CGSB-93.1-M85, Sheet Aluminum Alloy, Prefinished, Residential.
- .5 Canadian Standards Association (CSA International)
 - .1 CSA A123.3-05, Asphalt Saturated Organic Roofing Felt.
 - .2 AAMA/WDMA/CSA 101/I.S.2/A440-2008, Standard/Specification for Windows, Doors, and Unit Skylights.
 - .3 CSA B111-1974(R2003), Wire Nails, Spikes and Staples.

1.2 GENERAL

- .1 Install all sheet metal caps, counter flashes, and all other metal flashes required to complete roofing installation.
- .2 Form to profiles as detailed upon the drawings, or as required to suit site conditions.
- .3 Supply pre-formed metal fire stops for exterior wall cavities for installation by other trades.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit manufacturer's printed product literature for sheet metal flashing systems materials, specifications and datasheet and include product characteristics, performance criteria, physical size, finish and limitations.

- .3 Submit 50 x 50 mm samples of each type of sheet metal material, colour and finish in accordance with Section 01 33 00 before proceeding with the work.
- .4 Submit samples if approval of substitutions is requested.

1.4 WORKMANSHIP

- .1 Sheet metal flashing work shall be carried out in accordance with the best standard practices; with joints locked, cleated, caulked as required and exposed edges hemmed. Ample allowance shall be made in all work for expansion and contraction.
- .2 Mitred corners shall be straight and true to profiles shown on drawings, with flat surfaces free of distortion and free of face nailing.

1.5 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements.

1.6 WARRANTY

- .1 Remedy all defects in the Sheet Metal Flashings installed here under, which appear within a period of **two (2) years** from the date of substantial performance.
- .2 Make all necessary repairs and replacement within 48 hours of receipt of written notification.
- .3 Provide a written warranty confirming the above, issued on the corporate letterhead, and sealed by an authorized company official.
- .4 Nothing contained in this Article shall be construed as in any way restricting or limiting the liability in Common Law and statutory liability of the Contractor.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

- .1 Sheet steel: 0.61 mm (24 gauge) minimum thickness, commercial quality to ASTM A526-80 with G90 designation zinc coating.
- .2 Where a metal flashing is in contact with dissimilar metal, use separation sheet or backpaint to suitable thickness to prevent electrolytic action.

2.2 PREFINISHED STEEL SHEET

- .1 Finish: factory applied coating to CGSB-93-GP-3M as follows:
 - .1 Class F1S, 8000 Series.
 - .2 Colour: shall be selected by Departmental Representative from manufacturer's standard range.
 - .3 Coating thickness: not less than 0.025 mm.
- .2 Thickness specified for prefinished steel sheet applies to base metal.

2.3 SEALANTS

- .1 In accordance with Section 07 92 00, colour shall match colour of flashing, one component polyurethane. Only sealants listed on CGSB Qualified Products List are acceptable for use on this project.

2.4 STARTER STRIP

- .1 Starter strips to be manufactured from the same type of material used for cap and counter flashings, and shall be a minimum thickness of .71mm.

2.5 FASTENING CLEATS

- .1 Fastening cleats to be manufactured from the same type of material used for cap and counter flashings and a minimum of 0.71mm.

2.6 UNDERLAY / SEPARATION SHEET

- .1 No. 15 perforated asphalt felt to CSA A123.3-M1979.

2.7 FASTENERS

- .1 Of same material as sheet metal, galvanized flat head roofing nails to CSA B111-1974, of length and thickness suitable for metal flashing application.
- .2 Cadmium plated screws, colored head.

2.8 ACCESSORIES

- .1 Isolation coating: alkali resistant bituminous paint to CAN/CGSB-1.108-M89.
- .2 Touch-up paint: as recommended by pre-finished material manufacturer.
- .3 Purpose-made, ULC approved, fire stop sealant at cavity wall fire stops.
- .4 Plastic cement: to CAN/CGSB 37.5.
- .5 Washers: of same material as sheet metal, 1 mm thick with rubber packings.

2.9 FABRICATION

- .1 Fabricate metal flashings and other sheet metal work in accordance with applicable CRCA 'FL' series details.
- .2 Fabricate aluminum flashings and other sheet aluminum work in accordance with AAI-Aluminum Sheet Metal Work in Building Construction.
- .3 Form pieces in 2400 mm maximum lengths. Make allowance for expansion at joints.
- .4 Hem exposed edges on underside 12 mm. Mitre and seal corners with sealant.
- .5 Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.

- .6 Apply isolation coating to metal surfaces to be embedded in concrete or mortar.

2.10 METAL FLASHINGS

- .1 Form flashings, copings and fascias to profiles indicated of 0.61 mm thick prefinished steel.

PART 3- EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- .1 Compliance: comply with manufacturer's written recommendations, including product technical bulletins, handling, storage and installation instructions, and datasheets.

3.2 GENERAL

- .1 Metal flashing shall be as detailed, and supplemented by recommendations of S.M.A.C.C.N.A. Architectural Manual.
- .2 All free edges of metal flashing shall be strengthened by a fold at least 13 mm wide, set out slightly and presenting a straight line and neat finish. Form flashes in 2.4 m lengths, making allowance for expansion. When flashes exceed 600 mm in height form flashing in 1.2 m lengths.
- .3 Metal shall be formed on a bending brake, shaping trimmed and hard seaming shall be done on bench, as far as practicable, with proper sheet metal working tools. Angles of bends and folds for interlocking metal shall be made with full regard to expansion and contraction to avoid buckling or fullness in service and to avoid damaging surfaces of metal.
- .4 Dry joints are to be tight but not dented so as to permit slight adjustments of sheets and yet remain watertight.
- .5 Lock seams at all corners.
- .6 Use concealed fastenings except where approved before installation.
- .7 Install sheet metal work in accordance with CRCA specifications and as indicated.
- .8 Lock end joints and caulk with sealant.
- .9 Provide underlay under sheet metal. Secure in place and lap joints 100 mm.

3.3 ANCHORS

- .1 Space exposed fasteners evenly and in an organized pattern, keep number to a minimum. Where exposed to view, use metal fasteners of same material, colour, texture and finish.

3.4 COUNTER FLASHING

- .1 Install metal counter flashes as soon as possible after membrane flashings are in place and accepted by Departmental Representative.
- .2 Counter flashing shall have crimped bottom edge, stiffening break and shall extend at least 450

mm up verticals and extend down verticals as detailed.

- .3 Where detailed, turn top edge of flashing into walls, secure with lead wedge or friction fit pins into reglet and caulk joint at wall.
- .4 Secure sections of metal in S-lock joints and allow for sufficient expansion and contraction between each piece.
- .5 Secure metal counter flashing a minimum of 300 mm above roof membrane. Use fasteners of sufficient length to penetrate at least 25 mm into substrate.

3.5 SEALANTS

- .1 Install caulking in accordance with manufacturer's recommendations and Section 07 90 00.
- .2 Provide foam backer rod for joints greater than 19 mm wide and 25 mm deep, prior to installing caulking compound.
- .3 Tool finish to satisfaction of Departmental Representative.

3.6 FIELD QUALITY CONTROL

- .1 **Manufacturer's Field Services:** Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.

3.7 CLEANING

- .1 Proceed in accordance with Section 01 74 11 - Cleaning.
- .2 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.
- .3 Leave work areas clean, free from grease, finger marks and stains.

END OF SECTION

PART 1- GENERAL**1.1 REFERENCES**

- .1 ASTM International: ASTM C 919-08, Standard Practice for Use of Sealants in Acoustical Applications.
- .2 Canadian General Standards Board (CGSB)
 - .1 CGSB 19-GP-5M-1984, Sealing Compound, One Component, Acrylic Base, Solvent Curing (Issue of 1976 reaffirmed, incorporating Amendment No. 1).
 - .2 CAN/CGSB-19.13-M87, Sealing Compound, One-component, Elastomeric, Chemical Curing.
 - .3 CGSB 19-GP-14M-1984, Sealing Compound, One Component, Butyl-Polyisobutylene Polymer Base, Solvent Curing (Reaffirmation of April 1976).
 - .4 CAN/CGSB-19.17-M90, One-Component Acrylic Emulsion Base Sealing Compound.
 - .5 CAN/CGSB-19.24-M90, Multi-component, Chemical Curing Sealing Compound.
- .3 Health Canada/Workplace Hazardous Materials Information System (WHMIS): Material Safety Data Sheets (MSDS).
- .4 South Coast Air Quality Management District (SCAQMD), California State, Regulation XI. Source Specific Standards: SCAQMD Rule 1168-A2005, Adhesives and Sealants Applications.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit 2 samples of each type of material and colour. Cured samples of exposed sealants for each colour where required to match adjacent material.
- .3 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada.
- .4 Manufacturer's Instructions: Submit instructions to include installation instructions for each product used. Conform to manufacturer's recommended temperatures, relative humidity, and substrate moisture content for application and curing of sealants including special conditions governing use.

1.3 CLOSEOUT SUBMITTALS

- .1 Submit in accordance with Section 01 78 00 - Closeout Submittals.
- .2 Operation and Maintenance Data: submit operation and maintenance data for incorporation into manual.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements and with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
 - .1 Store materials off ground, indoors, in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.

- .2 Store and protect joint sealants from nicks, scratches, and blemishes.
- .3 Replace defective or damaged materials with new.

1.5 SITE CONDITIONS

- .1 Ambient Conditions:
 - .1 Proceed with installation of joint sealants only when:
 - .1 Ambient and substrate temperature conditions are within limits permitted by joint sealant manufacturer or are above 4.4 degrees C.
 - .2 Joint substrates are dry.
 - .3 Conform to manufacturer's recommended temperatures, relative humidity, and substrate moisture content for application and curing of sealants including special conditions governing use.
 - .2 Joint-Width Conditions: Proceed with installation of joint sealants only where joint widths are more than those allowed by joint sealant manufacturer for applications indicated.
 - .3 Joint-Substrate Conditions: Proceed with installation of joint sealants only after contaminants capable of interfering with adhesion are removed from joint substrates.

1.6 WARRANTY

- .1 Repair or replace any caulking that runs, cracks or otherwise shows sign of failure within five (5) years from the date of the Certificate of Substantial Performance.

PART 2 - PRODUCTS

2.1 SEALANT MATERIALS

- .1 General:
 - .1 Do not use caulking that emits strong odours, contains toxic chemicals or is not certified as mould resistant in air handling units.
 - .2 When low toxicity caulks are not possible, confine usage to areas which off gas to exterior, are contained behind air barriers, or are applied several months before occupancy to maximize off gas time.
 - .3 Where sealants are qualified with primers use only these primers.
- .2 Primers: type recommended by sealant manufacturer.
- .3 Joint Fillers:
 - .1 General: compatible with primers and sealants, oversized 30 to 50%.
 - .2 Joint backing rod: round, non-gassing, polyurethane foam, closed-cell polyethylene, non-bleeding neoprene or butyl rod. Installed under the manufacturer's recommended compression. Note: joint backing and adjoining substrates must be thoroughly dry.
 - .3 Polyurethane and/or polyethylene: to shore A hardness 20, tensile strength 140 kPa to 200 kPa.
 - .4 Neoprene or butyl rubber: to shore A hardness 70.
 - .5 Caution: do not install more joint backing than can be sealed the same day.
- .4 Bond Breakers:
 - .1 Adhesive backed, pressure sensitive, polyethylene or PVC bond breaker tape to prevent three-sided adhesion and which will not bond to sealants.
- .5 Sealants:
 - .1 For Exterior Application:
 - .1 Use three component, chemically curing, epoxidized polyurethane terpolymer

- .2 sealant to CAN/CGSB 19.24-M90, Type II.
For Interior Application:
 - .1 One part acrylic to CGSB 19-GP-5M.
- .6 Colour of Sealants:
 - .1 To be selected from manufacturer standard colour range.
 - .2 Aluminum windows/doors (exterior) - to be selected later by the Departmental Representative.
 - .3 Aluminum windows/doors (interior) - to match interior paint colour.
- .7 Compressible Seal: permanently elastic, precompressed, latex modified asphalt-impregnated, high density open celled polyurethane foam strip. Size as recommended by manufacturer for joint to be sealed. Degree of compression: 25%
- .8 Joint Cleaner: xylol, methylethyleketon or non-corrosive type recommended by sealant manufacturer and compatible with joint forming materials.

PART 3- EXECUTION

3.1 EXAMINATION

- .1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for joint sealants installation in accordance with manufacturer's written instructions.
 - .1 Visually inspect substrate
 - .2 Inform Departmental Representative of unacceptable conditions immediately upon discovery.
 - .3 Proceed with installation only after unacceptable conditions have been remedied.

3.2 SURFACE PREPARATION

- .1 Examine joint sizes and conditions to establish correct depth to width relationship for installation of backup materials and sealants (depth ratio 1/2 of joint width with minimum width and depth of 6 mm, maximum width 25 mm).
- .2 Clean bonding joint surfaces of harmful matter substances including dust, rust, oil grease, and other matter which may impair Work.
- .3 Do not apply sealants to joint surfaces treated with sealer, curing compound, water repellent, or other coatings unless tests have been performed to ensure compatibility of materials. Remove coatings as required.
- .4 Remove dust, paint, loose mortar and other foreign matter. Dry joint surfaces.
- .5 Remove rust, mill scale and coatings from ferrous metals by wire brush, grinding or sandblasting.
- .6 Remove oil, grease and other coatings from non-ferrous metals with joint cleaner.
- .7 Prepare concrete, masonry, glazed and vitreous surfaces to sealant manufacturer's instructions.
- .8 Install joint filler to achieve correct joint depth, with approximately 30% compression.
- .9 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.
- .10 Apply bond breaker tape where required to manufacturer's instructions.
- .11 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to

caulking.

- .12 Ensure joint surfaces are dry and frost free.
- .13 Prepare surfaces in accordance with manufacturer's directions.

3.3 MIXING

- .1 Mix materials in strict accordance with sealant manufacturer's instructions.

3.4 APPLICATION

- .1 Sealant:
 - .1 Apply sealant in accordance with manufacturer's written instructions.
 - .2 Mask edges of joint where irregular surface or sensitive joint border exists to provide neat joint.
 - .3 Apply sealant in continuous beads.
 - .4 Apply sealant using gun with proper size nozzle. Apply sealants, primers, joint fillers, compressible seal, and bond breakers as indicated to manufacturer's instructions. Apply sealant using gun with proper size nozzle. Use sufficient pressure to fill voids and joints solid. Superficial pointing with skin bead is not acceptable.
 - .5 Use sufficient pressure to fill voids and joints solid.
 - .6 Form surface of sealant with full bead, smooth, free from ridges, wrinkles, sags, air pockets, embedded impurities.
 - .7 Tool exposed surfaces before skinning begins to give slightly concave shape.
 - .8 Remove excess compound promptly as work progresses and upon completion.
- .2 Curing:
 - .1 Cure sealants in accordance with sealant manufacturer's instructions.
 - .2 Do not cover up sealants until proper curing has taken place.

3.5 EXTENT OF CAULKING

- .1 Provide caulking in all locations as shown on drawings and where noted below.
- .2 Provide caulking at the perimeter of all door and window frames, glazed metal screens, and at window flashings where they abut adjacent materials.
- .3 Provide caulking where countertops and countertop splashbacks butt against vertical surfaces.
- .4 Seal interior perimeters of exterior openings.
- .5 Perimeters of interior frames.
- .6 Exposed interior control joints in drywall.

3.6 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning. Leave Work area clean at end of each day.
 - .1 Clean adjacent surfaces immediately.
 - .2 Remove excess and droppings, using recommended cleaners as work progresses.
 - .3 Remove masking tape after initial set of sealant.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11 - Cleaning.

3.7 PROTECTION

- .1 Protect installed products and components from damage during construction.
- .2 Repair damage to adjacent materials caused by joint sealants installation.

END OF SECTION

PART 1- GENERAL

1.1 REFERENCES

- .1 ASHRAE/IES 90.1-1989
- .2 ANSI/ASHRAE/USGBC/IES 189.1-2009
- .3 Aluminum Association (AA): AA DAF 45-03(R2009), Designation System for Aluminum Finishes.
- .4 American Architectural Manufacturers Association (AAMA)
 - .1 AAMA CW-10-04, Care and Handling of Architectural Aluminum From Shop to Site.
 - .2 AAMA CW-11-85, Design Wind Loads and Boundary Layer Wind Tunnel Testing.
 - .3 AAMA T1R-A1-04, Sound Control for Fenestration Products.
 - .4 AAMA 501-05, Methods of Test for Exterior Walls.
 - .5 AAMA 611-98, Voluntary Specifications for Anodized Finishes Architectural Aluminum.
 - .6 AAMA 612-02, Voluntary Specifications, Performance Requirements, and Test Procedures for Combined Coatings of Anode Oxide and Transparent Organic Coatings on Architectural Aluminum.
 - .7 AAMA 2603-02, Voluntary Specification Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
 - .8 AAMA 2604-05, Voluntary Specification Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
- .5 ASTM International
 - .1 ASTM A 36/A 36M-08, Specification for Carbon Structural Steel.
 - .2 ASTM A 123/A 123M-09, Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - .3 ASTM A 167-99(2009), Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
 - .4 ASTM A 653/A 653M-09a, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - .5 ASTM B 209-07, Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - .6 ASTM B 221-08, Specification for Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - .7 ASTM E 283-04, Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
 - .8 ASTM E 330-02, Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights, and Curtain Walls, by Uniform Static Air Pressure Difference.
 - .9 ASTM E 331-00(2009), Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform Static Air Pressure Difference.
 - .10 ASTM E 413-04, Classification for Rating Sound Insulation.
 - .11 ASTM E 1105-00(2008), Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
- .6 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB 1.108-M89, Bituminous Solvent Type Paint.
 - .2 CAN/CGSB-12.20-M89, Structural Design of Glass for Buildings.
- .7 CSA International
 - .1 CSA G40.20/G40.21-04(R2009), General Requirements for Rolled or Welded Structural

- .2 Quality Steel/Structural Quality Steel.
- .2 CSA S136-07, North American Specification for the Design of Cold Formed Steel Structural Members.
- .3 CAN/CSA-S157/S157.1-05, Strength Design in Aluminum/Commentary on CAN/CSA-S157, Strength Design in Aluminum.
- .4 CSA W59.2-M1991(R2008), Welded Aluminum Construction.

- .8 Society for Protective Coatings (SSPC)
 - .1 SSPC - Paint 20-02(R2004), Zinc Rich Coating, Type I - Inorganic and Type II - Organic.
 - .2 SSPC - Paint 25 - 97(R2004) BCS, Zinc Oxide, Alkyd, Linseed Oil and Primer for Use Over Hand Cleaned Steel Type 1 and Type 2.

- .9 South Coast Air Quality Management District (SCAQMD), California State, Regulation XI. Source Specific Standards
 - .1 SCAQMD Rule 1113-A2007, Architectural Coatings.
 - .2 SCAQMD Rule 1168-A2005, Adhesives and Sealants Applications.

1.2 ADMINISTRATIVE REQUIREMENTS

- .1 Co-ordination: co-ordinate work of this Section with installation of fire stopping, air barrier placement, vapour retarder placement, flashing placement, installing ductwork to rear of louvres, rough carpentry and components or materials.

1.3 EXAMINATION

- .1 Examine the structure to which work is to be fixed and report any deficiency which is detrimental to the proper installation of the work.
- .2 Verify all dimensions on site, and site dimension to ensure that adjustments in fabrication and installation are provided for and clearances to other construction have been maintained.
- .3 Report any defects discovered to the Departmental Representative and do not commence work before these have been remedied. Commencement of work shall be construed as acceptance of underlying conditions.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for windows components, anchorage and fasteners, glass and infill, and internal drainage details and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Shop Drawings:
 - .1 Indicate system dimensions, framed opening requirements and tolerances, adjacent construction, anchor details anticipated deflection under load, affected related Work, weep drainage network, expansion and contraction joint location and details, and field welding required.
- .4 Test Reports:
 - .1 Submit substantiating engineering data, test results of previous tests by independent laboratory which purport to meet performance criteria, and supportive data:
 - .1 Window classifications A3, B3, C3 for opening windows, and A2, B2, C2 for fixed sash.
 - .2 Enamelled finish.

- .3 Air tightness fixed rating.
- .4 Water tightness B-7 rating.
- .5 Wind load resistance C-5 rating.
- .6 Condensation resistance I @58.1.
- .7 Sash strength and stiffness – projecting.
- .8 Ease of operation - windows with operable lights.
- .9 Forced entry resistance.
- .10 Mullion deflection - combination and composite windows.

1.5 CLOSEOUT SUBMITTALS

- .1 Submit in accordance with Section 01 78 00 - Closeout Submittals.
- .2 Operation and Maintenance Data: submit operation and maintenance data for windows and operating sashes for incorporation into manual.

1.6 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements and with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
 - .1 Handle work of this Section in accordance with AAMA CW-10.
 - .2 Store materials off ground, indoors, in dry location, and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .3 Store and protect aluminum window components from nicks, scratches, and blemishes.
 - .4 Protect prefinished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings which bond when exposed to sunlight or weather.
 - .5 Replace defective or damaged materials with new.

1.7 AMBIENT CONDITIONS

- .1 Install sealants when ambient and surface temperature is above 5 degrees C minimum.
- .2 Maintain this minimum temperature during and for 48 hours minimum after installation of sealants.

1.8 WARRANTY

- .1 From the date of Certificate of Substantial Performance, the hermetically sealed glazing units shall be warranted for a period of **five (5) years** against vision obstruction due to the formation of dust or film on the internal surfaces, caused by the failure of the hermetic seal other than through glass breakage.
- .2 All other parts of the work shall be warranted against defects due to faulty materials and/or workmanship for a period of **three (3) years** from the date of the Certificate of Substantial Performance.
- .3 Repair and/or replace when so directed by the Departmental Representative, within the said periods, any and all portions of work which fail to perform according to the requirements of these Specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Extruded aluminum: to ASTM B 221.
- .2 All aluminum extrusions shall be 6063 TS aluminum alloy with a T5 temper. Sash members shall be tubular, with a nominal wall thickness of 1.78 mm generally and 2.3 mm at areas which receive operating hardware.
- .3 All visible interior portions of aluminum surfaces for frames and sashes shall be given anodic oxide treatment in accordance with Aluminum Association Specification AA-M12C22A31 #17 Clear.
- .4 All visible exterior portions of aluminum surfaces of frames and sashes shall be given a fluoropolymer coil coating in accordance with CAN/CGSB 63-GP2M. Colour shall be custom colour to match existing adjacent wood colour.
- .5 Exterior aluminum sills shall be break formed aluminum sheet metal of type and size as detailed and/or to suit job conditions, minimum 2mm thick, complete with joint covers, end caps and drip deflectors, drains, anchoring devices and end pieces. Sills shall be same colour as exterior window colour.
- .6 Insect screen framing shall be of same colour as window frames.
- .7 Sliding-type Weatherstripping: Provide woven-pile weather stripping of wool, polypropylene, or nylon pile and resin-impregnated backing fabric. Comply to AAMA 701/702.
 - .1 Weather seals: provide weather stripping with integral barrier fin or fins of semi-rigid, polypropylene sheet or polypropylene-coated material. Comply to AAMA 701/702.
- .8 Sheet aluminum: to ASTM B 209. Shall be 3mm thick.
- .9 Sheet steel: to CSA S136, ASTM A 653/A 653M; galvanized.
- .10 Steel sections: to CSA G40.20/G40.21, ASTM A 36/A 36M, ASTM A 167 Type 304 stainless; shaped to suit mullion sections.
- .11 Anchors, Clips and Accessories: Aluminum, nonmagnetic stainless steel, or zinc coated steel or iron complying with ASTM B633 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated..
- .12 Fasteners: Aluminum, nonmagnetic stainless steel compatible with aluminium window members, trim, hardware, anchors and other components.
- .13 Reinforcing members: Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B456 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated.
- .14 Bituminous paint: CAN/CGSB 1.108, without thinner.

2.2 HARDWARE

- .1 Provide two (2) sash balances per sash: Class 5 adjustable spiral balance with stainless steel components.
- .2 Provide continuous, integral, bottom sash lift handle.
- .3 Provide sash lock: white bronze sweep lock and keeper on meeting rails. One or two per sash as required by size. Brushed nickel finish.

- .4 For operating sashes, provide 100 mm limiters to restrict the extension of the sashes when in the open position.

2.3 FABRICATION

- .1 Fabricate in accordance with CAN/CSA-A440-00 supplemented as follows:
 - .1 Fabricate units square and true with maximum tolerance of plus or minus 1.5 mm for units with a diagonal measurement of 1800 mm or less and plus or minus 3 mm for units with a diagonal measurement over 1800 mm.
 - .2 Face dimensions detailed are maximum permissible sizes.
 - .3 Brace frames to maintain squareness and rigidity during shipment and installation.
- .2 Provide 2 mm thick, aluminum drip flashing at the head of ALL windows.
- .3 Fabricate system components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
- .4 Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof
- .5 Prepare components to receive anchor devices. Install anchors.
- .6 Arrange fasteners and attachments to ensure concealment from view.
- .7 Reinforce framing members for external imposed loads.
- .8 Visible manufacturer's identification labels not permitted.
- .9 Finishes:
 - .1 Exterior exposed aluminum surfaces and infill panel surfaces: to AAMA A43, Fluoropolymer coil coating, four-coat system , Custom colour.

2.4 ISOLATING COATING

- .1 Isolate aluminum from following components, by means of isolation coating:
 - .1 Dissimilar metals except stainless steel, zinc, or white bronze of small area.
 - .2 Concrete, mortar and masonry.

2.5 SOURCE QUALITY CONTROL

- .1 Perform work in accordance with AAMA GSM-1 and AAMA CW-I-9. Maintain 1 copy on site.
- .2 Manufacturer qualifications: company specializing in manufacturing the products specified in this section with minimum 3 years documented experience.
- .3 Perform welding Work in accordance with CSA W59.2.

2.6 WINDOW FRAME FABRICATION

- .1 Single hung units: medium duty units with thermal break to CAN/CSA-A440.3-98, Classifications: fixed for air leakage, B3 (water leakage), C3 (wind load resistance), and D2 (condensation resistance):
 - .1 All frames shall be complete with factory installed rigid insulation in jamb, head, and sill sections.
- .2 Window frames shall be factory fabricated in accordance with reviewed shop drawings. They shall be cut, drilled and assembled using jigs to ensure proper hairline fit.

- .3 Overall depth of frame shall be 117.5 mm minimum. The maximum allowed sight lines shall be as follows. Except where noted otherwise, jamb, sill and head members only shall be open sections with an exterior and interior face of 45 mm and an interior face of 25 mm. All intermediate members shall be tubular sections with an exterior and interior face of 64 mm approximately. Open sections for intermediate members shall not be acceptable.
- .4 Provide 2 mm thick, aluminum drip flashing at the head of the window. Colour to match window frame. Apply the specified finish after fabrication.
- .5 Frame sections shall incorporate integral screw ports for mechanical fastening of all corners and intermediate joints. 38 mm, 1-1/2" #8 self-tapping screws or spigots shall be used.
- .6 All assembly screws, fixing screws, and fastenings of any nature shall be concealed. No exposed fastening devices shall be permitted.
- .7 Main framing member shall incorporate integral groove to receive snap-in glazing bead where applicable.
- .8 Provide 3 mm thick break formed aluminium sills to shapes and sizes shown on the drawings. Sills shall be complete with matching end pieces and anchors or brackets. Apply the specified finish after fabrication. Provide exterior and interior sills as indicated on drawings.

2.7 INSULATED SANDWICH PANELS

- .1 At exposed exterior face of panel, provide 2mm thick Aluminum laminated to 19mm plywood panel, both sides. Aluminum shall be given a fluoropolymer coil coating in accordance with CAN/CGSB 63-GP2M, colour to be match window frame.
- .2 Insulate Sandwich panels with Spray Foam insulation.
- .3 Where back-up spandrel panels are exposed to view in the building interior, 3mm thick aluminium shall be used. Finish shall match window frame

2.8 GLAZING OF WINDOWS

- .1 Glaze windows in accordance with CAN/CSA- A440. Refer to Section 08 80 50 for glass and glazing materials

PART 3 - EXECUTION

3.1 EXAMINATION

- .1 Verification of Conditions: verify conditions of substrates previously installed under other Sections or Contracts are acceptable for aluminum window installation in accordance with manufacturer's written instructions.
 - .1 Visually inspect substrate.
 - .2 Verify dimensions, tolerances, and method of attachment with other work.
 - .3 Verify wall openings and adjoining air barrier and vapour retarder materials are ready to receive work of this Section.
 - .4 Inform Departmental Representative of unacceptable conditions immediately upon discovery.
 - .5 Proceed with installation only after unacceptable conditions have been remedied.

3.2 INSTALLATION (GENERAL)

- .1 Install window system in accordance with manufacturer's instructions.
- .2 Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- .3 Use alignment attachments and shims to permanently fasten system to building structure. Clean weld surfaces; apply protective primer to field welds and adjacent surfaces.
- .4 Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances and align with adjacent work.
- .5 Use thermal isolation where components penetrate or disrupt building insulation.
- .6 Install sill flashings.
- .7 Install eave edge flashings at sloped glazing system.
- .8 Co-ordinate attachment and seal of perimeter air barrier and vapour retarder materials.
- .9 Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- .10 Install operating sash in accordance with Section 08 80 50 - Glazing.
- .11 Install louvres, associated flashings, blank-off plates and screening. Fit blank-off plates tight to ductwork.
- .12 Install glass and infill panels in accordance with Section 08 80 50 – Glazing. Place sealant on the up-slope side of the pressure plate cover caps; finish the surface with a slope to encourage drainage over the cap. Cover caps to conceal screws and ensure continuous sightline.
- .13 Install perimeter sealant to method required to achieve performance criteria. Backing materials, and installation criteria in accordance with Section 07 92 00 - Joint Sealants.

3.3 INSTALLATION OF WINDOWS

- .1 Install windows in accordance with reviewed shop drawings. CAN/CGSB-A440.3-98 and to CAN/CGSB-63.14-M89.
- .2 Provide all steel angles, brackets, supports and anchors required for the complete installation.
- .3 Install windows plumb, level, square, free from warp, twist or other defect, and anchor securely to provide complete adequate resistance to stresses expected in service.
- .4 Make adequate provision for thermal expansion of the window.
- .5 Secure and shim windows with non-corrosive and inorganic materials. Anchors, clips, blocking, shims, and all other attachments shall be concealed. Provide all fastenings and clips required for positive fastening of frames to concrete block wall and/or steel stud wall.
- .6 Fasteners at window heads shall allow for minimum 12 mm deflection of the building structure.

3.4 SILL INSTALLATION

- .1 Aluminum sills shall be 2 mm thick break formed aluminum sheet metal of type and size as detailed and/or to suit job conditions, minimum 2 mm thick, complete with joint covers, jamb drip deflectors, anchoring devices and end pieces. Colour of sills to match window colour.

- .2 Install sills with uniform wash to exterior, level in length, straight in alignment with plumb upstands and faces. Use one piece at each location.
- .3 Secure sills in place with anchoring devices located at ends and evenly spaced 600 mm oc in between.
- .4 Fasten drip deflectors with self tapping Installation stainless steel screws.
- .5 Provide interior sills where shown on drawings. Fabricate from 2 mm thick formed aluminum to shape and dimension indicated.

3.5 CAULKING (JOINT SEALANTS)

- .1 Seal joints between windows and window sills with sealant. Bed drip deflectors in bedding compound. Caulk between sill upstand and window-frame. Caulk butt joints in continuous sills.
- .2 Apply sealants in accordance with Section 07 92 00 – Joint Sealants. Conceal sealant within window units except where exposed use is permitted by the Departmental Representative.

3.6 SITE TOLERANCES

- .1 Maximum variation from plumb: 1.5 mm/m non-cumulative or 12 mm/30 m, whichever is less.
- .2 Maximum misalignment of two adjoining members abutting in plane: 0.8 mm.
- .3 Maximum sealant space between window and adjacent construction: 13 mm.

3.7 FIELD QUALITY CONTROL

- .1 Inspection by independent testing agency will monitor quality of installation and glazing. Test system to: ASTM E 1105, and AAMA 501.
- .2 Manufacturer's Field Services:
 - .1 Obtain written report from manufacturer of window and glass verifying compliance of Work, in handling, installing, applying, protecting and cleaning of products, and submit written reports in acceptable format to verify compliance of Work with Contract within 3 days of review.
 - .2 Submit manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
 - .3 Ensure manufacturer's representative of window and glass is present before and during critical periods of installation.

3.8 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.
- .2 Leave Work area clean at end of each day.
- .3 Remove protective material from prefinished aluminum surfaces.
- .4 Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.
- .5 Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer.
- .6 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11 - Cleaning.

3.9 PROTECTION

- .1 Protect installed products and components from damage during construction.
- .2 Repair damage to adjacent materials caused by window installation.

END OF SECTION

PART 1- GENERAL**1.1 RELATED REQUIREMENTS**

- .1 Aluminum Windows.

1.2 REFERENCES

- .1 ASHRAE/IES 90.1-1989
- .2 ANSI/ASHRAE/USGBC/IES 189.1-2009
- .3 ASTM International
 - .1 ASTM C 542-05, Standard Specification for Lock-Strip Gaskets.
 - .2 ASTM D 790-07e1, Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 - .3 ASTM D 1003-07e1, Standard Test Method for Haze and Luminous Transmittance of Plastics.
 - .4 ASTM D 1929-96(R2001)e1, Standard Test Method for Determining Ignition Temperature of Plastics.
 - .5 ASTM D 2240-05, Standard Test Method for Rubber Property - Durometer Hardness.
 - .6 ASTM E 84-10, Standard Test Method for Surface Burning Characteristics of Building Materials.
 - .7 ASTM E 330-02, Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
 - .8 ASTM F 1233-08, Standard Test Method for Security Glazing Materials and Systems.
- .4 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-12.1-M90, Tempered or Laminated Safety Glass.
 - .2 CAN/CGSB-12.2-M91, Flat, Clear Sheet Glass.
 - .3 CAN/CGSB-12.3-M91, Flat, Clear Float Glass.
 - .4 CAN/CGSB-12.4-M91, Heat Absorbing Glass.
 - .5 CAN/CGSB-12.6-M91, Transparent (One-Way) Mirrors.
 - .6 CAN/CGSB-12.8-97, Insulating Glass Units.
 - .7 CAN/CGSB-12.8-97 (Amendment), Insulating Glass Units.
 - .8 CAN/CGSB-12.9-M91, Spandrel Glass.
 - .9 CAN/CGSB-12.10-M76, Glass, Light and Heat Reflecting.
 - .10 CAN/CGSB-12.11-M90, Wired Safety Glass.
 - .11 CAN/CGSB-12.12-M90, Plastic Safety Glazing Sheets.
 - .12 CAN/CGSB-12.13-M91, Patterned Glass.
- .5 Glass Association of North American (GANA)
 - .1 GANA Glazing Manual - 2008.
 - .2 GANA Laminated Glazing Reference Manual - 2009.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit manufacturer's instructions, printed product literature and data sheets for glass, sealants, and glazing accessories and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Submit samples for review and acceptance of each unit.
- .4 Certificates: submit product certificates signed by manufacturer certifying materials comply with

specified performance characteristics and criteria and physical requirements.

1.4 CLOSEOUT SUBMITTALS

- .1 Submit in accordance with Section 01 78 00 - Closeout Submittals.
- .2 Operation and Maintenance Data: submit operation and maintenance data for glazing for incorporation into manual.

1.5 QUALITY ASSURANCE

- .1 Certificates: product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
- .2 Mock-ups: Construct mock-ups in accordance with Section 01 45 00 - Quality Control.

1.6 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements and with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
 - .1 Store materials off ground, indoors, in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Store and protect glazing and frames from nicks, scratches, and blemishes.
 - .3 Protect prefinished aluminum surfaces with wrapping.
 - .4 Replace defective or damaged materials with new.

1.7 AMBIENT CONDITIONS

- .1 Ambient Requirements:
 - .1 Install glazing when ambient temperature is 10 degrees C minimum. Maintain ventilated environment for 24 hours after application.
 - .2 Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.8 WARRANTY

- .1 From the date of Certificate of Substantial Performance, the insulating glass units shall be warranted for a period of five (5) years against vision obstruction due to the formation of dust or film on the internal surfaces, caused by the failure of the hermetic seal other than through glass breakage.
- .2 Replace when so directed by the Departmental Representative, within the said periods, any and all portions of work which fail to perform according to the requirements of these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Design Criteria:
 - .1 Ensure continuity of building enclosure vapour and air barrier using glass and glazing materials. Utilize inner light of multiple light sealed units for continuity of air and vapour

- seal.
- .2 Size glass to withstand wind loads, dead loads and positive and negative live loads acting normal to plane of glass to design pressure designated for the geographical location of the project to ASTM E330.
- .3 Limit glass deflection to 1/200 with full recovery of glazing materials.
- .2 Safety glass: to CAN/CGSB-12.1-M90 Type 1, Class B, Category 11, 6 mm and 10 mm thickness, with 0.060 vinyl inner layer.
- .3 Clear sheet glass: to CAN/CGSB-12.2,A quality.
- .4 Polished plate or Float glass: to CAN/CGSB-12.3, glazing quality, 6 mm thick.
- .5 Insulating glass units:
 - .1 For windows system:
 - .1 Typical sealed glazed unit (total thickness 25mm):
 - Outer pane: 6 mm thick heat tempered glass to CAN/CGSB-12.4, clear glass.
 - Inner pane: 6 mm thick float glass to CAN/CGSB-12.4, X91.
 - .2 Triple glazed sealed unit (total thickness 42mm):
 - Outer pane: 6 mm thick heat tempered glass to CAN/CGSB-12.4, clear glass.
 - Middle pane: 6 mm thick float glass to CAN/CGSB-12.4, X91.
 - Inner pane: 6 mm thick float glass to CAN/CGSB-12.4, X91.
- .6 Glazing Privacy Film: Single patterned film, frost/matte:
 - .1 Film thickness: 77 µm
 - .2 Shading Coefficient: 0.75
 - .3 Solar Heat Reflectance: 17%
 - .4 Solar Heat Transmittance: 57%
 - .5 Solar Heat Absorbance: 26%
 - .6 Visible Light Reflectance: 21%
 - .7 Visible Light Transmittance: 29%
 - .8 UV Transmittance: 0%

2.2 GLAZING AND SEALING COMPOUND MATERIALS

- .1 Only compounds listed on the CGSB Qualified Sealing Compound Products List are acceptable for use on this project.
 - .1 Glazing sealant: one part polysulphide to CAN/CGSB-19.13-M87 or one part silicone to CAN/CGSB-19.18-M87.
 - .2 Glazing tape: preshimmmed polyisobutylene: 10-15 durometer hardness, paper release, black.
 - .3 Glazing splines: resilient polyvinyl chloride, extruded shape to suit glazing channel retaining slot, colour to be selected by Departmental Representative.
 - .4 Glazing gasket: to ASTM C 542, colour selected by Departmental Representative.

2.3 ACCESSORIES

- .1 Setting blocks: neoprene, 80-90 Shore A durometer hardness to ASTM D 2240, minimum 100 mm x width of glazing rabbet space minus 1.5 mm x height 6mm.
- .2 Spacer shims: neoprene, 80 Shore A durometer hardness to ASTM D 2240, 75 mm long x 2.4mm thick x 9mm high. Self adhesive on one face.

- .3 Glazing points and wire spring clips: corrosion resistant, manufacturer's standard.
- .4 Primer-sealers and cleaners: to glass manufacturer's standard.

PART 3 - EXECUTION

3.1 WORKMANSHIP

- .1 Remove protective coatings and clean contact surfaces with solvent and wipe dry
- .2 Apply primer-sealer to contact surfaces.
- .3 Place setting blocks as per manufacturer's instructions.
- .4 Install glass, rest on setting blocks, ensure full contact and adhesion at perimeter.
- .5 Install removable stops, without displacing tape or sealant.
- .6 Provide edge clearance of 3 mm minimum.
- .7 Insert spacer shims to centre glass in space. Place shims at 600 mm oc and keep 6 mm below sight line.
- .8 Apply cap bead of the specified sealant at exterior void.
- .9 Apply sealant to uniform and level line, flush with sightline and tooled or wiped with solvent to smooth appearance.
- .10 Do not cut or abrade tempered, heat treated or coated glass.

3.2 EXAMINATION

- .1 Verification of Conditions: verify conditions of substrates previously installed under other Sections or Contracts are acceptable for glazing installation in accordance with manufacturer's written instructions.
 - .1 Verify that openings for glazing are correctly sized and within tolerance.
 - .2 Verify that surfaces of glazing channels or recesses are clean, free of obstructions, and ready to receive glazing.
 - .3 Visually inspect substrate in presence of Departmental Representative.
 - .4 Inform Departmental Representative of unacceptable conditions immediately upon discovery.
 - .5 Proceed with installation only after unacceptable conditions have been remedied.

3.3 PREPARATION

- .1 Clean contact surfaces with solvent and wipe dry.
- .2 Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- .3 Prime surfaces scheduled to receive sealant.

3.4 INSTALLATION: EXTERIOR - DRY METHOD (TAPE/TAPE AND SEALANT)

- .1 Manufacturer's Instructions: comply with manufacturer's written data, including product technical bulletins, product catalogue installation instructions, product carton installation instructions, and data sheets.
- .2 Perform work in accordance with GANA Glazing Manual and GANA Laminated Glazing Reference Manual for glazing installation methods.
- .3 Cut glazing tape to proper length and set against permanent stops 5 mm below sight line. Install horizontal strips first, extend over entire width of opening before applying vertical strips. Weld corners together by butting tape and dabbing with sealant.
- .4 Place glazing tape on glass in manner described above.
- .5 Drain infiltrated moisture to exterior through drain holes in sill.
- .6 Install locking strip and gasket assembly to manufacturer's instructions.
- .7 Trim protruding tape edge.

3.5 INSTALLATION: INTERIOR - DRY METHOD (TAPE AND TAPE)

- .1 Perform work in accordance with GANA Glazing Manual and GANA Laminated Glazing Reference Manual for glazing installation methods.
- .2 Cut glazing tape to length and set against permanent stops, projecting 1.6 mm above sight line.
- .3 Place setting blocks at 1/3 points, with edge block maximum 150 mm from corners.
- .4 Rest glazing on setting blocks and push against tape for full contact at perimeter of light or unit.
- .5 Place glazing tape on free perimeter of glazing in same manner described.
- .6 Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- .7 Knife trim protruding tape.

3.6 GLAZING FILM INSTALLATION

- .1 Install in accordance with manufacturer's instructions.
- .2 Cut film edges neatly and square at a uniform distance of 3 mm to 1.5 mm of window sealant. Use new blade tips after 3 to 4 cuts.
- .3 Spray the slip solution, composed of one capful of baby shampoo or dishwashing liquid to 1 gallon of water, on window glass and adhesive to facilitate proper positioning of film.
- .4 Apply film to glass and lightly spray film with slip solution.
- .5 Squeegee from top to bottom of window. Spray slip solution to film and squeegee a second time.
- .6 Bump film edge with lint-free towel wrapped around edge of a 5-way tool.
- .7 Upon completion of film application, allow 30 days for moisture from film installation to dry thoroughly, and to allow film to dry flat with no moisture dimples when viewed under normal viewing conditions.

3.7 FINISHING

- .1 Immediately remove sealant and compound droppings from finished surfaces. Remove labels after work is completed.

3.8 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.
- .1 Leave Work area clean at end of each day.
 - .1 Remove traces of primer, caulking.
 - .2 Remove glazing materials from finish surfaces.
 - .3 Remove labels.
 - .4 Clean glass and mirrors using approved non-abrasive cleaner in accordance with manufacturer's instructions.
- .2 Clean glass just prior to and immediately after installation. Remove glazers' dirt and stains, then wash and polish all surfaces and leave thoroughly clean
- .3 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11 - Cleaning.

3.9 PROTECTION

- .1 Protect installed products and components from damage during construction.
- .2 After installation, mark each light with an "X" by using removable plastic tape or paste. Do not mark heat absorbing or reflective glass units.
- .3 Repair damage to adjacent materials caused by glazing installation.

END OF SECTION

PART 1- GENERAL

1.1 REFERENCES

- .1 Environmental Protection Agency (EPA): Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for Surface Coatings).
- .2 Do painting to CAN/CGSB-85-100-M81.
- .3 Health Canada/Workplace Hazardous Materials Information System (WHMIS): Material Safety Data Sheets (MSDS).
- .4 The Master Painters Institute (MPI)
 - .1 Architectural Painting Specification Manual - February 2004.
 - .2 Standard GPS-1-05, MPI Green Performance Standard for Painting and Coatings.
- .5 National Fire Code of Canada and Ontario Fire Code.
- .6 Society for Protective Coatings (SSPC): Systems and Specifications, SSPC Painting Manual 2005.

1.2 QUALITY ASSURANCE

- .1 Qualifications:
 - .1 Contractor: to have a minimum of five years proven satisfactory experience. When requested, provide list of last three comparable jobs including, job name and location, specifying authority, and project manager.
 - .2 Qualified journeypersons as defined by local jurisdiction to be engaged in painting work
 - .3 Apprentices: may be employed provided they work under direct supervision of qualified journeyperson in accordance with trade regulations.
 - .4 Conform to latest MPI requirements for exterior painting work including preparation and priming.
 - .5 Materials: in accordance with MPI Painting Specification Manual "Approved Product" listing and from a single manufacturer for each system used.
 - .6 paint materials such as linseed oil, shellac, and turpentine to be highest quality product of an approved manufacturer listed in MPI Painting Specification Manual and to be compatible with other coating materials as required.
 - .7 Standard of Acceptance:
 - .1 Walls: No defects visible from a distance of 1000 mm at 90 degrees to surface.
 - .2 Soffits: No defects visible from floor at 45 degrees to surface when viewed using final lighting source.
 - .3 Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 On request of the Departmental Representative submit sample "draw downs" sets of materials and colours proposed for use in the work. One set of each sample will be retained by the Departmental Representative for future comparison. Finished work shall be equal to samples.
- .3 When required, samples shall be made on the actual work in the building.

1.4 QUALITY CONTROL

- .1 Provide mock-up in accordance with Section 01 45 00 - Quality Control.
- .2 When requested by Departmental Representative, prepare and paint designated surface, area, room or item to requirements specified herein, with specified paint or coating showing selected colours, number of coats, gloss/sheen, textures and workmanship to MPI Painting Specification Manual standards for review and approval. When approved, surface, area, room and/or items shall become acceptable standard of finish quality and workmanship for similar on-site work.

1.5 MAINTENANCE

- .1 Extra Materials:
 - .1 Submit maintenance materials in accordance with Section 01 78 00 - Closeout Submittals.
 - .2 Submit one, four litre can of each type and colour of primer, stain, finish coating. Identify colour and paint type in relation to established colour schedule and finish system.

1.6 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements.

1.7 AMBIENT CONDITIONS

- .1 Heating, Ventilation and Lighting:
 - .1 Ventilate enclosed spaces.
 - .2 Do not perform painting work unless adequate and continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures above 10 degrees C for 24 hours before, during and after paint application until paint has cured sufficiently.
 - .3 Where required, provide continuous ventilation for seven days after completion of application of paint.
 - .4 Co-ordinate use of existing ventilation system with Departmental Representative and ensure its operation during and after application of paint as required.
 - .5 Provide temporary ventilating and heating equipment where permanent facilities are not available or supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements.
 - .6 Perform no painting work unless a minimum lighting level of 323 Lux is provided on surfaces to be painted. Adequate lighting facilities to be provided by General Contractor.
- .2 Temperature, Humidity and Substrate Moisture Content Levels:
 - .1 Unless specifically pre-approved by specifying body, Paint Inspection Agency and, applied product manufacturer, perform no painting work when:
 - .1 Ambient air and substrate temperatures are below 10 degrees C.
 - .2 Substrate temperature is over 32 degrees C unless paint is specifically formulated for application at high temperatures.
 - .3 Substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's prescribed limits.
 - .4 Relative humidity is above 85 % or when dew point is less than 3 degrees C variance between air/surface temperature.
 - .5 Rain or snow are forecast to occur before paint has thoroughly cured or when it is foggy, misty, raining or snowing at site.
 - .2 Perform no painting work when maximum moisture content of substrate exceeds:
 - .1 12% for concrete and masonry (clay and concrete brick/block).
 - .2 15% for wood.
 - .3 12% for plaster and gypsum board.

- .3 Conduct moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple "cover patch test".
- .4 Test concrete, masonry and plaster surfaces for alkalinity as required.
- .3 Surface and Environmental Conditions:
 - .1 Apply paint finish in areas where dust is no longer being generated by related construction operations or when wind or ventilation conditions are such that airborne particles will not affect quality of finished surface.
 - .2 Apply paint to adequately prepared surfaces and to surfaces within moisture limits noted herein.
 - .3 Apply paint when previous coat of paint is dry or adequately cured.
 - .4 Apply paint finishes when conditions forecast for entire period of application fall within manufacturer's recommendations.
 - .5 Do not apply paint when:
 - .1 Temperature is expected to drop below 10 degrees C before paint has thoroughly cured.
 - .2 Substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's limits.
 - .3 Surface to be painted is wet, damp or frosted.
 - .6 Provide and maintain cover when paint must be applied in damp or cold weather. Heat substrates and surrounding air to comply with temperature and humidity conditions specified by manufacturer. Protect until paint is dry or until weather conditions are suitable.
 - .7 Schedule painting operations such that surfaces exposed to direct, intense sunlight are scheduled for completion during early morning.
 - .8 Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.
 - .9 Paint occupied facilities in accordance with approved schedule only. Schedule operations to approval of Departmental Representative such that painted surfaces will have dried and cured sufficiently before occupants are affected.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Paint materials listed in latest edition of MPI Approved Products List (APL) are acceptable for use on this project.
- .2 The Products of generally only one (1) manufacturer shall be used on the project and the Departmental Representative shall be notified of the proposed products to be used prior to delivery of the materials to the site.
- .3 Materials shall be premium grade.

2.2 MIXING AND TINTING

- .1 Perform colour tinting operations prior to delivery of paint to site. On-site tinting of painting materials is allowed only with Departmental Representative's written permission.
- .2 Mix paste, powder or catalyzed paint mixes in accordance with manufacturer's written instructions.
- .3 Add thinner to paint manufacturer's recommendations. Do not use kerosene or organic solvents to thin water-based paints.
- .4 Thin paint for spraying according in accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide

copy of instructions to Departmental Representative.

- .5 Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.

2.3 GLOSS/SHEEN RATINGS

- .1 Paint gloss: defined as sheen rating of applied paint, in accordance with following values:

Gloss Level Category	Units @ 60 Degrees	Units @ 85 Degrees
G1 - matte finish	0 to 5	max. 10
G2 - velvet finish	0 to 10	10 to 35
G3 – eggshell finish	10 to 25	10 to 35
G4 – satin finish	20 to 35	min. 35
G5 – semi-gloss finish	35 to 70	
G6 – gloss finish	70 to 85	
G7 – high gloss finish	> 85	

- .2 Gloss level ratings of painted surfaces as specified .

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- .1 Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and datasheets.

3.2 EXAMINATION

- .1 Exterior repainting work: inspected by Contractor. Painting contractor to notify Departmental Representative minimum of one week prior to commencement of work and provide copy of project repainting specification and Finish Schedule.
- .2 Exterior surfaces requiring repainting: inspected by Contractor who will notify Departmental Representative in writing of defects or problems, prior to commencing repainting work, or after surface preparation if unseen substrate damage is discovered.
- .3 Where assessed degree of surface degradation of DSD-1 to DSD-3 before preparation of surfaces for repainting is revealed to be DSD-4 after preparation, repair or replacement of such unforeseen defects discovered are to be corrected, as mutually agreed, before repainting is started.
- .4 Where "special" repainting or recoating system applications (i.e. elastomeric coatings) or non-MPI listed products or systems are to be used, paint or coating manufacturer to provide as part of work, certification of surfaces and conditions for specific paint or coating system application as well as on site supervision, inspection and approval of their paint or coating system application as required at no additional cost to Departmental Representative.

3.3 STORAGE

- .1 Store paint materials in areas assigned for the purpose. Ventilate well and take all fire safety precautions. Keep containers closed.
- .2 Keep all paint materials in unopened, original containers which are sealed and labelled.
- .3 Packaged items which require inside protection shall be stored in a warm, dry area within the

building.

- .4 All soiled or used rags and waste shall be removed from the building every night.

3.4 PREPARATION

- .1 Perform preparation and operations for exterior painting in accordance with MPI Maintenance Repainting Manual except where specified otherwise.
- .2 Apply paint materials in accordance with paint manufacturer's written application instructions.
- .3 Clean and prepare exterior surfaces to be repainted in accordance with MPI Maintenance Repainting Manual requirements. Refer to the MPI Manual in regard to specific requirements and as follows:
 - .1 Remove dust, dirt, and surface debris by vacuuming, wiping with dry, clean cloths or compressed air.
 - .2 Wash surfaces with a biodegradable detergent and bleach where applicable and clean warm water using a stiff bristle brush to remove dirt, oil and other surface contaminants.
 - .3 Rinse scrubbed surfaces with clean water until foreign matter is flushed from surface.
 - .4 Allow surfaces to drain completely and allow it to dry thoroughly. Allow sufficient drying time and test surfaces using electronic moisture meter before commencing work.
 - .5 Use water-based cleaners in place of organic solvents where surfaces will be repainted using water based paints.
 - .6 Many water-based paints cannot be removed with water once dried. Minimize use of kerosene or such organic solvents to clean up water-based paints.
- .4 Clean metal surfaces to be repainted by removing rust, dirt, oil, grease and foreign substances in accordance with MPI requirements. Remove such contaminants from surfaces, pockets and corners to be repainted by brushing with clean brushes, blowing with clean dry compressed air, or brushing/vacuum cleaning as required.
- .5 Prevent contamination of cleaned surfaces by salts, acids, alkalis, other corrosive chemicals, grease, oil and solvents before priming and between applications of remaining coats. Touch-up, spot prime, and apply primer, paint, or pretreatment as soon as possible after cleaning and before deterioration occurs.
- .6 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects visible from a distance up to 1000 mm.

3.5 EXISTING CONDITIONS

- .1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to Departmental Representative damages, defects, unsatisfactory or unfavourable conditions before proceeding with work.
- .2 Conduct moisture testing of surfaces to be painted using a properly calibrated electronic moisture meter, except test concrete floors for moisture using a simple "cover patch test" and report findings to Departmental Representative. Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.
- .3 Maximum moisture content as follows:
 - .1 Stucco: 12%.
 - .2 Concrete: 12%.
 - .3 Clay and Concrete Block/Brick: 12%.
 - .4 Wood: 15%.

3.6 PROTECTION

- .1 Protect existing building surfaces and adjacent structures from paint spatters, markings and other damage by suitable non-staining covers or masking. If damaged, clean and restore such surfaces as directed by Departmental Representative.
- .2 Protect items that are permanently attached such as Fire Labels on doors and frames.
- .3 Protect factory finished products and equipment.
- .4 Protect passing pedestrians, building occupants, and general public in and about building.
- .5 Remove light fixtures, surface hardware on doors, and other surface mounted equipment, fittings and fastenings prior to undertaking painting operations. Store items and re-install after painting is completed.
- .6 Move and cover exterior furniture and portable equipment as necessary to carry out painting operations. Replace as painting operations progress.
- .7 As painting operations progress, place "WET PAINT" signs in pedestrian and vehicle traffic areas to approval of Departmental Representative.

3.7 MECHANICAL/ELECTRICAL EQUIPMENT

- .1 Unless otherwise specified, paint ALL exterior exposed conduits, piping, hangers, duct work and other mechanical and electrical equipment with colour and finish to match adjacent surfaces, except as noted otherwise. Do not paint inside mechanical cabinets.
- .2 Touch up scratches and marks on factory painted finishes and equipment with paint as supplied by manufacturer of equipment.
- .3 Do not paint over nameplates.

3.8 EXTENT OF EXTERIOR PAINTING

- .1 All existing wood timber inserts, trims, fascia board and soffits and other wood components of existing exterior of Building. Excluding small appendice on West side of building. Refer to drawings.

3.9 EXTENT OF INTERIOR PAINTING

- .1 As indicated on drawings.

3.10 SURFACE PREPARATION

- .1 General:
 - .1 Surfaces shall be carefully cleaned. Remove all oil, ridges and unevenness
 - .2 Surfaces shall be dry.
- .2 Plaster and Drywall:
 - .1 Plaster shall be thoroughly cured. Prepare to CAN/CGSB-85.100-93. Fill minor cracks with plaster patching compound.
 - .2 Gypsum wall board shall be properly finished, patched, taped and sanded smooth, by the drywall contractor, prior to painting. All surface dust shall be removed to enhance adhesion.

- .3 Wood:
 - .1 Prepare to CAN/CGSB-85.100-93. Putty all holes, cracks, joints and other defects and sand smooth. Sand lightly between all coats. Knots, sap and pitch in wood shall be stopped with two (2) coats of shellac before priming.

3.11 APPLICATION

- .1 Paint colours shall match existing paint colours.
- .2 Apply each coat at the proper consistency in accordance with the manufacturer's directions.
- .3 Sand lightly between coats when enamel or varnish is applied to wood or metal.
- .4 Regardless of the number of coats specified for any surface, apply sufficient number of extra coats of paint to produce a solid, uniform appearance and coverage in the opinion of the Departmental Representative.
- .5 Paint shall be applied by brush, roller, and airless spray. Reduce paint materials in strict accordance with the manufacturer's directions.
- .6 Gypsum Board:
 - .1 One (1) coat of primer-sealer to CAN/CGSB-1-119-2000
 - .2 Two (2) coats of eggshell, premium quality, 100% acrylic latex enamel.
- .7 Concrete Block and Poured Concrete Walls:
 - .1 One (1) coat of block filler to CAN/CGSB-1.188-96
 - .2 Two (2) coats of eggshell, premium quality, 100% waterborne acrylic latex enamel.
- .8 Interior Woodwork:
 - .1 On surfaces designated for painting, wood doors, trim, etc.:
 - .1 One (1) coat of enamel undercoat to CAN/CGSB-1.38-2000
 - .2 Two (2) coats of semi-gloss, premium quality enamel to CAN/CGSB-1.57-96
 - .2 On surfaces designated to receive clear finish:
 - .1 One (1) coat paste filler
 - .2 One (1) coat shellac to CGSB 1-GP-I6M-Amdt-FEB-81, Type 2
 - .3 One (1) coat gloss varnish to CAN/CGSB-1.36-97, Type I
 - .4 One (1) coat semi-gloss varnish to CAN/CGSB-1.36-97, Type 2

3.12 FIELD QUALITY CONTROL

- .1 Inspection: Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.

3.13 CLEANING

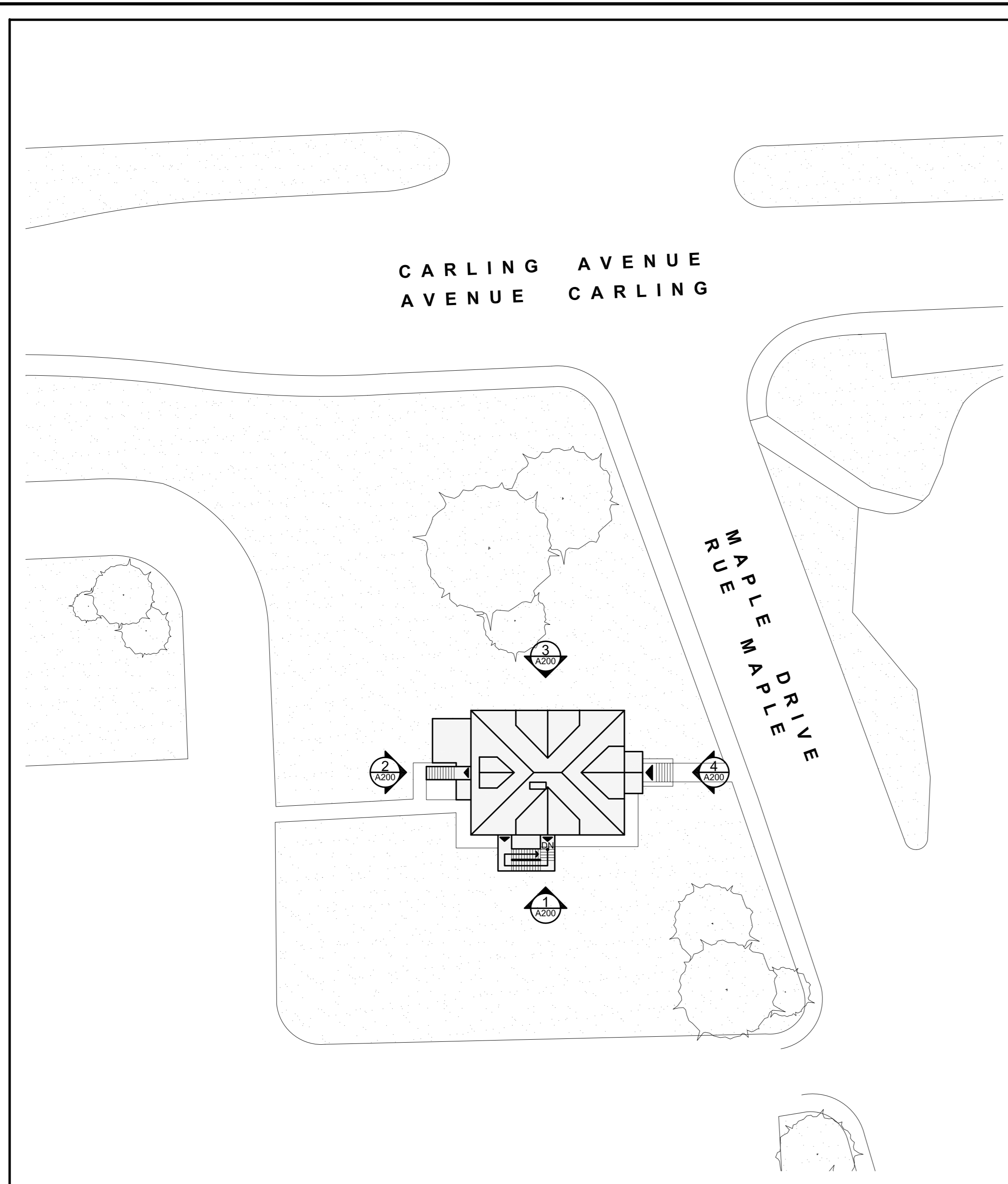
- .1 Proceed in accordance with Section 01 74 11 - Cleaning.
- .2 Remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

3.14 RESTORATION

- .1 Clean and re-install hardware items removed before undertaken painting operations.
- .2 Remove protective coverings and warning signs as soon as practical after operations cease.
- .3 Remove paint splashings on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.

- .4 Protect freshly completed surfaces from paint droppings and dust to approval of Departmental Representative. Avoid scuffing newly applied paint.

END OF SECTION



1 KEY PLAN / PLAN CLÉ
A100 SCALE / ÉCHELLE 1:300

GENERAL NOTES / NOTES GÉNÉRALES:

- A** CAREFULLY REMOVE ALL EXISTING WINDOWS AND TRIM. REMOVE EXCESS DEBRIS FROM ALL ROUGH OPENINGS (FLASHING, SHIM, WOOD BLOCKING) AND PREPARE FOR INSTALLATION OF NEW WINDOWS. / ENLEVER AVEC PRÉCAUTION TOUS LES CADRES ET TOUTES LES FENÊTRES EXISTANTS. ENLEVER LES DÉBRIS EXCÉDENTAIRES DE TOUTES LES OUVERTURES BRUTES (SOLIN, CALE, BLOCAGE DE BOIS) ET PRÉPARER LES OUVERTURES POUR L'INSTALLATION DES NOUVELLES FENÊTRES.
- B** CAREFULLY REMOVE ALL EXISTING FIRE SHUTTERS AT WINDOWS ON SOUTH ELEVATION IF NEED BE. REINSTALL AFTER INSTALLATION OF NEW WINDOWS AND MATCH CURRENT CONDITIONS. / ENLEVER AVEC PRÉCAUTION TOUS LES VOILETS COUPE-FEU AUX FENÊTRES DU CÔTÉ SUD SI NÉCESSAIRE. SUITE À L'INSTALLATION DES NOUVELLES FENÊTRES, RÉINSTALLER CES VOILETS EN COPIANT LES CONDITIONS EXISTANTES.
- C** REFER TO DRAWING A800 FOR NEW WINDOW ELEVATIONS AND TYPES. / SE RÉFÉRER AU DESSIN A800 POUR LES ÉLÉVATIONS ET LES TYPES DES NOUVELLES FENÊTRES.
- D** SITE VERIFY ALL ROUGH OPENINGS DIMENSIONS BEFORE INSTALLATION OF NEW WINDOWS. / VÉRIFIER TOUTES LES DIMENSIONS DES OUVERTURES BRUTES AVANT L'INSTALLATION DES NOUVELLES FENÊTRES.
- E** MALE WASHROOM TO RECEIVE NEW EXHAUST FAN. REMOVE GYPSUM BOARD CEILING AS REQUIRED FOR INSTALLATION OF NEW EXHAUST. PATCH, REPAIR AND PAINT. REFER TO DETAIL 4/A501. / NOUVEAU VENTILATEUR D'EXTRACTION À ÊTRE INSTALLÉ DANS LA TOILETTE DES HOMMES, ENLEVER LE PLAFOND DE GYPSE TEL QUE REQUIS POUR L'INSTALLATION DU VENTILATEUR. RÉPARER, RAPIÉCER ET PEINTURER. SE RÉFÉRER AU DÉTAIL 4/A501.
- F** PARTIALLY REMOVE T-BAR CEILING ASSEMBLY AS REQUIRED FOR INSTALLATION OF NEW WINDOWS AND TRIM. REINSTATE AND MATCH EXISTING CONDITIONS AFTER NEW WINDOWS ARE INSTALLED. / ENLEVER UNE PARTIE DU PLAFOND SUSPENDU TEL QUE REQUIS AFIN DE PERMETTRE L'INSTALLATION DES NOUVELLES FENÊTRES ET MOULURES. REINSTALLER LE PLAFOND POUR CORRESPONDRE AUX CONDITIONS EXISTANTES UNE FOIS QUE LES NOUVELLES FENÊTRES SERONT POSÉES.
- G** REMOVE ALL WINDOW BLINDS AND HAND OVER TO OWNER. NEW BLINDS TO BE PICKED AT A LATER DATE. / ENLEVER TOUS LES STORES ET LES REDONNER AU MAÎTRE DE L'OUVRAGE. DES NOUVEAUX STORES SERONT SÉLECTIONNÉS À UNE DATE ULTÉRIEURE.
- H** ALL EXPOSED WOOD ON MAIN BUILDING SCRAPPED, SANDED, FILLED WITH WOOD FILLER, PRIMED AND PAINTED. (WOOD SHED AT THE WEST ELEVATION EXCLUDED) / TOUT LE BOIS VISIBLE SUR LE BÂTIMENT PRINCIPAL DOIT ÊTRE RIPÉ ET SABLÉ. IL DOIT ENSUITE RECEVOIR UN PRODUIT DE REMPLISSAGE DES TROUS, PUIS DES COUCHES D'APPRÊT ET DE PEINTURE. (EXCLUANT LA REMISE EN BOIS SITUÉE À L'OUEST)
- I** FEMALE WASHROOM TO RECEIVE NEW FAN SOFFIT WALL OUTLET. MATCH NEW MALE WASHROOM SOFFIT OUTLET. REFER TO DETAIL 4/A501. / NOUVELLE GRILLE DU VENTILATEUR D'EXTRACTION AU SOFFIT À ÊTRE INSTALLÉ DANS LA TOILETTE DES FEMMES. CETTE NOUVELLE GRILLE DOIT ÊTRE LA MÊME QUE CELLE DE LA TOILETTE DES HOMMES. SE RÉFÉRER AU DÉTAIL 4/A501.



1	ISSUED FOR TENDER / ÉMIS POUR APPEL D'OFFRES	27/08/15
no.	revision / révision	date



N45 ARCHITECTURE INC.

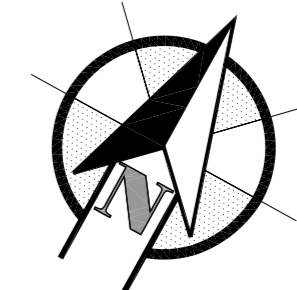
43 Eccles Street, 2nd Floor - Ottawa, Ontario, K1R 6S3
tel. 613.224.0095 fax 613.224.9811

project / projet

**WINDOW REPLACEMENT
REPLACEMENT DE FENÊTRES**

BUILDING 12/ ÉDIFICE 12
AAFC / AGRICULTURE ET
AGROALIMENTAIRE CANADA
OTTAWA, ONTARIO

north / nord



seal / sceau



drawing title / titre du dessin

KEY PLAN / PLAN CLÉ

scale / échelle AS NOTED TEL QU'INDIQUÉ	drawn by / dessiné par S.C.
date / date 2015-07	checked by / vérifié par N.R.

project number numéro de projet 15-070	drawing number / numéro A100
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CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE WORK COMMENCES. DO NOT SCALE DRAWINGS. L'ENTREPRENEUR EST TENU DE VÉRIFIER TOUTES LES DIMENSIONS ET CONDITIONS SUR PLACE ET AVISER L'ARCHITECTE DE TOUTES CONTRADICTIONS. NE PAS MODIFIER L'ÉCHELLE DES DESSINS.	revision / révision
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4 EAST ELEVATION / ÉLÉVATION EST
A200 SCALE / ÉCHELLE 1:100



2 WEST ELEVATION / ÉLÉVATION OUEST
A200 SCALE / ÉCHELLE 1:100



NOTE: ALL WINDOWS ON NORTH ELEVATION FACING CARLING AVENUE TO BE TRIPLE GLAZED. REFER TO SPECS. / NOTE: TOUTES LES FENÊTRES DE L'ÉLÉVATION NORD DONNANT SUR L'AVENUE CARLING DOIVENT ÊTRE DE VITRAGE TRIPLE. SE RÉFÉRER AU DEVIS.

3 NORTH ELEVATION / ÉLÉVATION NORD
A200 SCALE / ÉCHELLE 1:100



1 SOUTH ELEVATION / ÉLÉVATION SUD
A200 SCALE / ÉCHELLE 1:100

DRAWING NOTES / NOTES DU DESSIN:

- 1 REMOVE EXISTING WASHROOM EXHAUST / ENLEVER LE VENTILATEUR D'EXTRACTION EXISTANT DE LA TOILETTE.
- 2 INSIDE, REMOVE EXISTING WASHROOM STALL PARTITION AND ITS WOOD BACKING. REINSTATE AFTER INSTALLATION OF NEW WINDOWS. / À L'INTÉRIEUR, ENLEVER LES CLOISONS DE TOILETTE EXISTANTES ET SON FOND DE CLOUAGE DE BOIS. RÉINSTALLER TEL QUE L'EXISTANT SUITE À L'INSTALLATION DES NOUVELLES FENÊTRES.
- 3 EXISTING EXIT DOORS TO REMAIN. / CONSERVER LES PORTES DE SORTIE EXISTANTES.
- 4 APPLY PRIVACY FILM ON ALL NEW WASHROOM WINDOWS. REFER TO SPECS. / APPLIQUER UNE PELLICULE D'INTIMITÉ SUR TOUTES LES NOUVELLES FENÊTRES DES TOILETTES. SE RÉFÉRER AU DEVIS.
- 5 NEW WASHROOM FAN SOFFIT OUTLETS. REFER TO DETAIL 4/A501. / NOUVELLES GRILLES POUR LES VENTILATEURS D'EXTRACTION AU SOFFITE. SE RÉFÉRER AU DÉTAIL 4/A501.
- 6 EXISTING CLOSED SHUT OPENINGS TO REMAIN AS IS. / CONSERVER CES OUVERTURES FERMÉES DANS LEUR ÉTAT ACTUEL.
- 7 W7, PROTECT EXISTING KITCHEN SINK, COUNTER AND BACK SPLASH DURING CONSTRUCTION PERIOD. REMOVE THE FAUCET IF NECESSARY. REINSTATE POST CONSTRUCTION. / À W7: PROTÉGER LE LAVABO, COMPTOIR ET DOSSERET DURANT LES TRAVAUX. ENLEVER LE ROBINET SI NÉCESSAIRE. LE RÉINSTALLER SUITE À LA CONSTRUCTION.



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N45 ARCHITECTURE INC.

43 Eccles Street, 2nd Floor - Ottawa, Ontario, K1R 6S3
tel. 613.224.0095 fax 613.224.9811

project / projet

**WINDOW REPLACEMENT
REMPLACEMENT DE FENÊTRES**

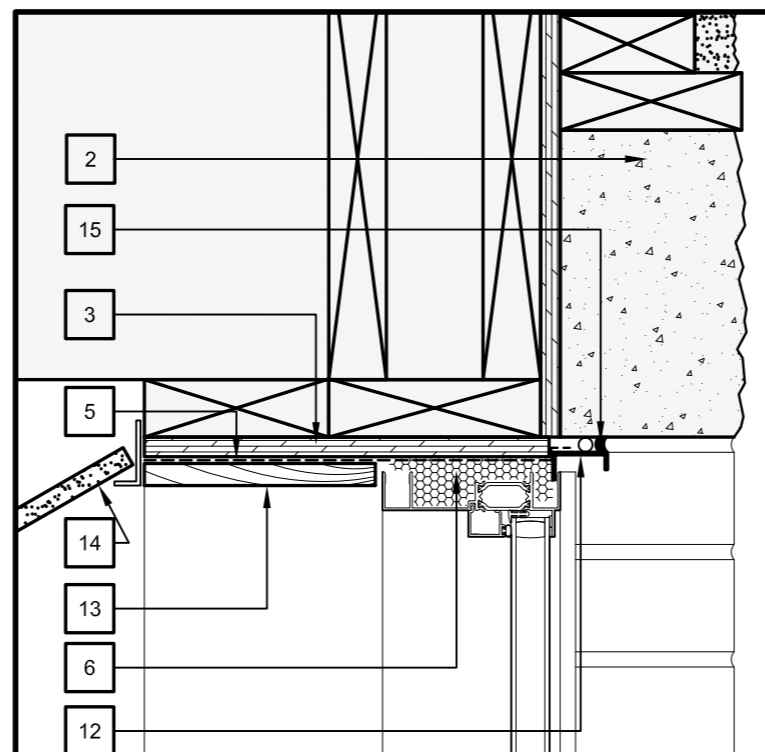
BUILDING 12/ ÉDIFICE 12
AAFC / AGRICULTURE ET
AGROALIMENTAIRE CANADA
OTTAWA, ONTARIO

north / nord	seal / sceau

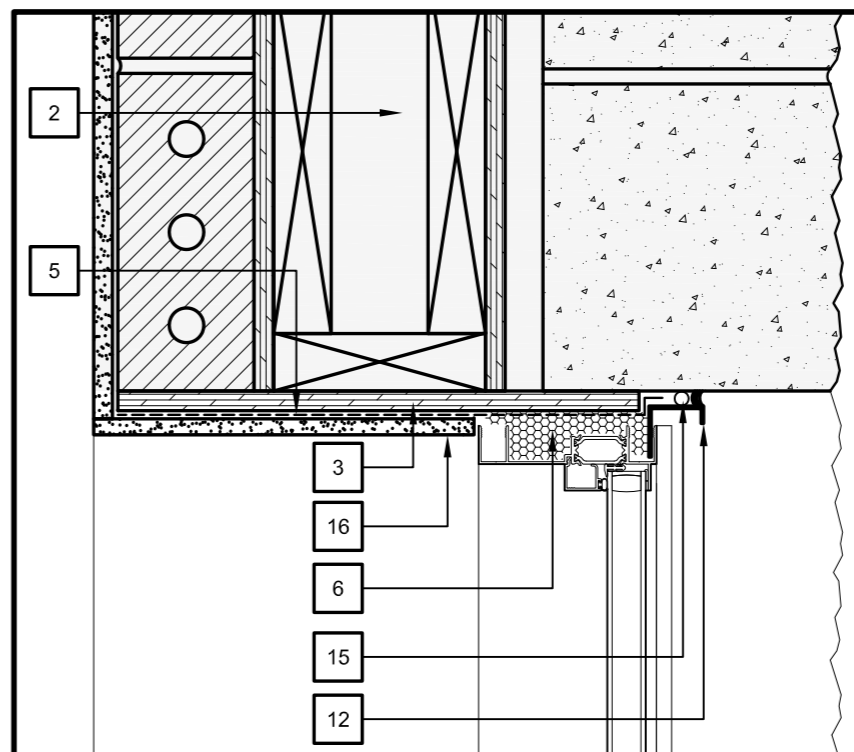
drawing title / titre du dessin	
BUILDING ELEVATIONS / ÉLÉVATIONS DU BÂTIMENT	
scale / échelle AS NOTED TEL QU'INDIQUÉ	drawn by / dessiné par S.C.
date / date 2015-07	checked by / vérifié par N.R.
project number numéro de projet 15-070	drawing number / numéro A200
CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE WORK COMMENCES. DO NOT SCALE DRAWINGS. L'ENTREPRENEUR EST TENU DE VÉRIFIER TOUTES LES DIMENSIONS ET CONDITIONS SUR PLACE ET AVISER L'ARCHITECTE DE TOUTES CONTRADICTIONS. NE PAS MODIFIER L'ÉCHELLE DES DESSINS.	
revision / révision	

DRAWING NOTES / NOTES DU DESSIN:

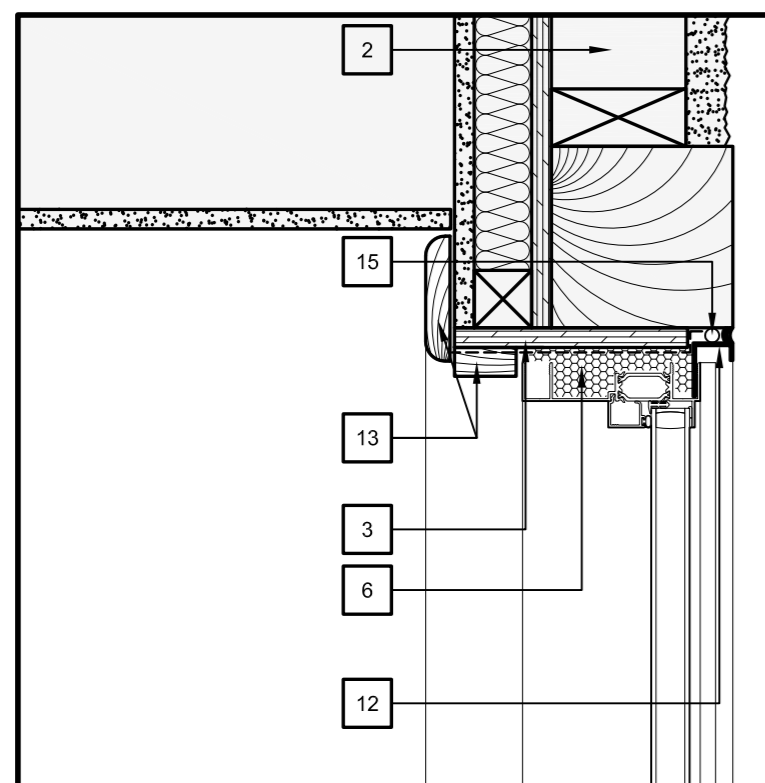
- 1 NEW WINDOW AND FRAME. MATCH OFFSET WITH EXISTING CONDITION. / NOUVELLE FENÊTRE ET BÂTI. INSTALLER AVEC UN RETRAIT SEMBLABLE AUX CONDITIONS EXISTANTES.
- 2 EXISTING WALL CONSTRUCTION TO REMAIN. / CONSERVER LE MUR EXISTANT.
- 3 13mm PLYWOOD AS REQUIRED. / CONTREPLAQUÉ DE 13mm TEL QUE REQUIS.
- 4 HARD WOOD SILL AND TRIM. BEVELED EDGES AS SHOWN. PAINT. / SEUIL DE BOIS DUR ET MOULURE. ARRONDIR LES COINS TEL QU'INDIQUÉ. PEINTURER.
- 5 LAP AND SEAL VAPOUR BARRIER OVER EXISTING WALL. / CHEVAUCHER ET SCELLER LE PARE-VAPEUR PAR-DESSUS LE MUR EXISTANT.
- 6 SHIM AND FOAM INSULATE ALL THE VOIDS ONCE WINDOW IS SET IN PLACE. / CALER ET METTRE DE L'ISOLANT EN MOUSSE DANS LES VIDES UNE FOIS QUE LA FENÊTRE EST EN POSITION FINALE.
- 7 WOOD BLOCKING AS REQUIRED. / BLOCAGE DE BOIS TEL QUE REQUIS.
- 8 NEW EXTRUDED ALUMINIUM SILL. / NOUVEAU SEUIL D'ALUMINIUM EXTRUDÉ.
- 9 EDGE OF WINDOW FRAME BEYOND. / BORD DU BÂTI DE FENÊTRE PLUS LOIN.
- 10 EDGE OF WINDOW TRIM BEYOND. / BORD DE LA MOULURE DE LA FENÊTRE AU LOIN.
- 11 BRICK VENEER BEYOND. / PAREMENT DE BRIQUES AU LOIN.
- 12 ALUMINIUM PRE FINISHED FLASHING C/W DRIP EDGE. CAULK. / SOLIN D'ALUMINIUM PRÉFINI AVEC LARMIER. SCELLER.
- 13 19mm HARD WOOD. / BOIS DUR DE 19mm.
- 14 REINSTATE EXISTING T-BAR CEILING AND BULKHEAD ONCE WINDOWS ARE INSTALLED. / RÉINSTALLER LE PLAFOND SUSPENDU EXISTANT ET LA RETOMBÉE DE GYPSE UNE FOIS QUE LES FENÊTRES SONT INSTALLÉES.
- 15 ROPE AND CAULK. / FOND DE JOINT PRÉFORMÉ ET SCELLANT.
- 16 PATCH AND REPAIR. MATCH EXISTING. / RAPIÉCER ET RÉPARER. AGENCER À L'EXISTANT.



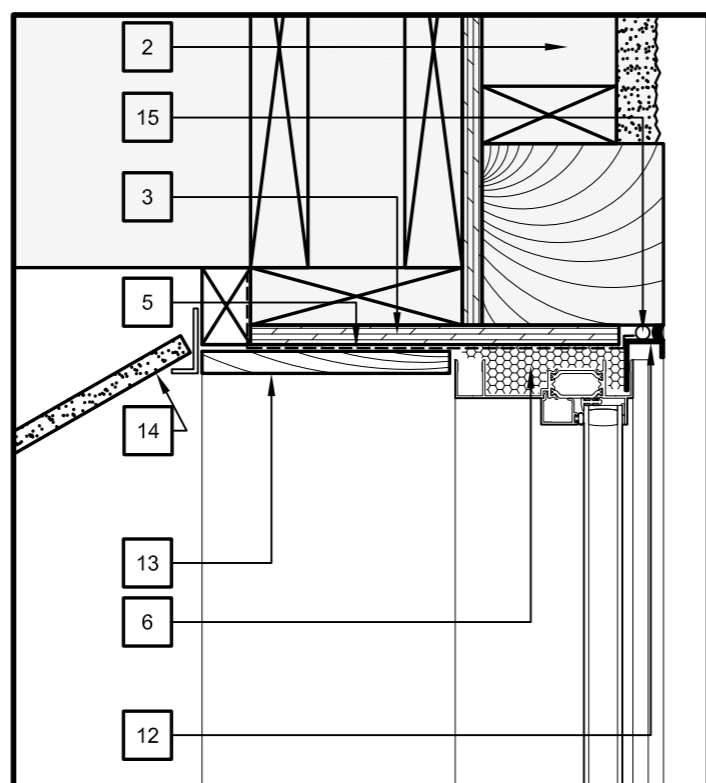
4 GROUND FLR / REZ-DE-CHAUSSÉE
A500 SCALE 1:5 WINDOW HEAD SECTION / ÉCHELLE COUPE EN HAUT DE LA FENÊTRE



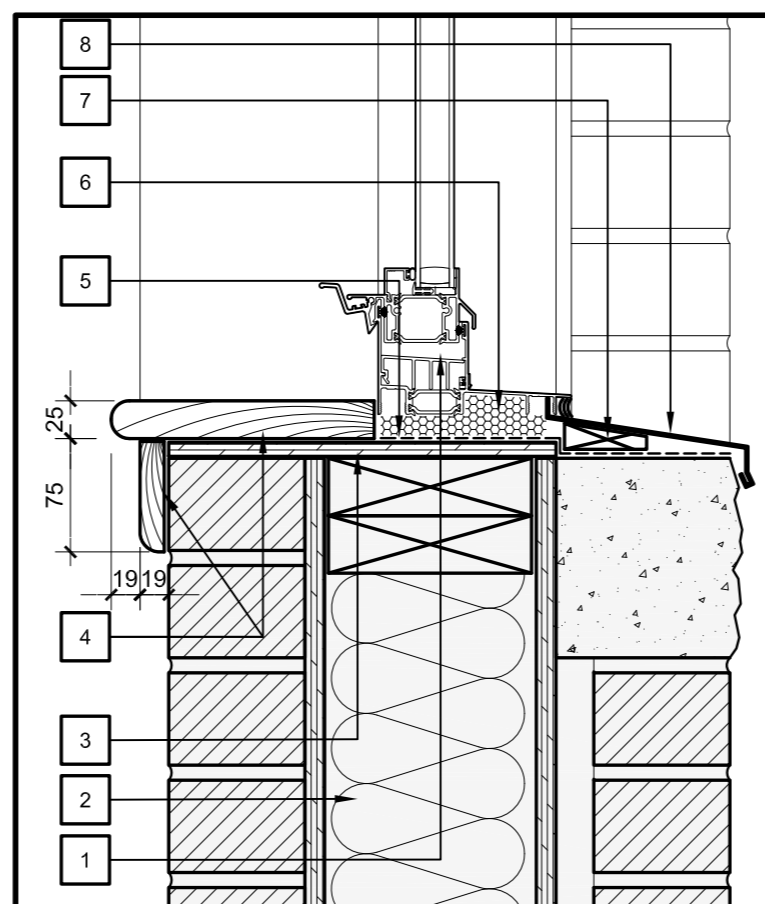
2 BASEMENT / SOUS-SOL
A500 SCALE 1:5 WINDOW HEAD SECTION / ÉCHELLE COUPE EN HAUT DE LA FENÊTRE



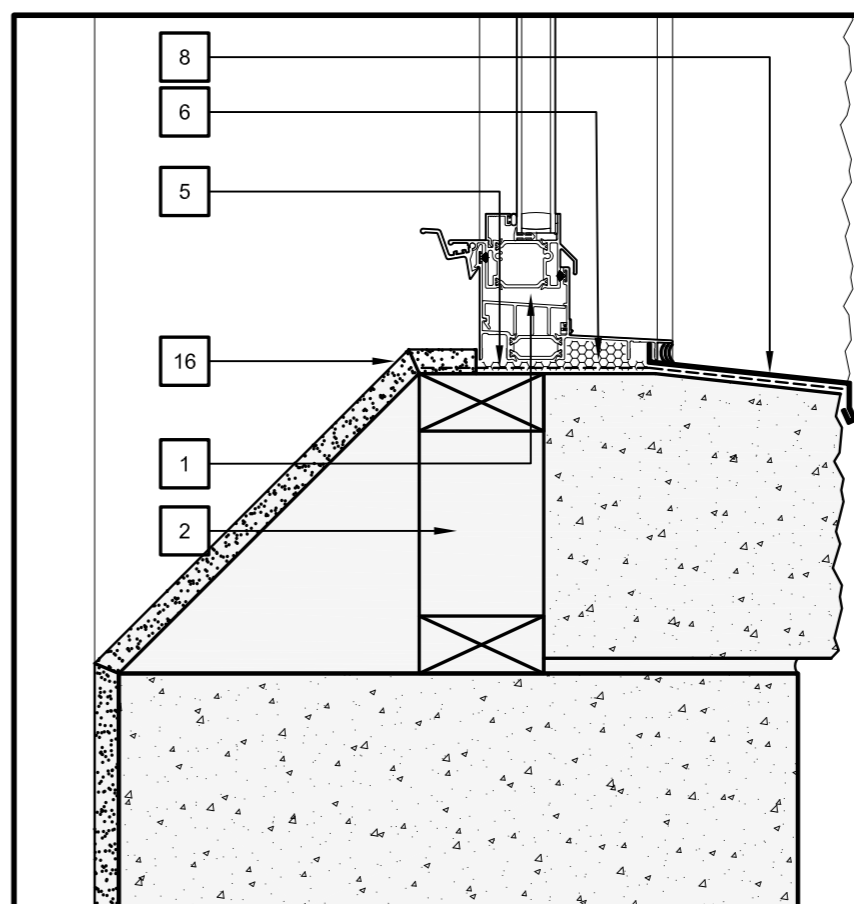
9 THIRD FLR WINDOW / FENÊTRE DU 3e ÉTAGE
A500 SCALE 1:5 HEAD SECTION / ÉCHELLE COUPE EN HAUT



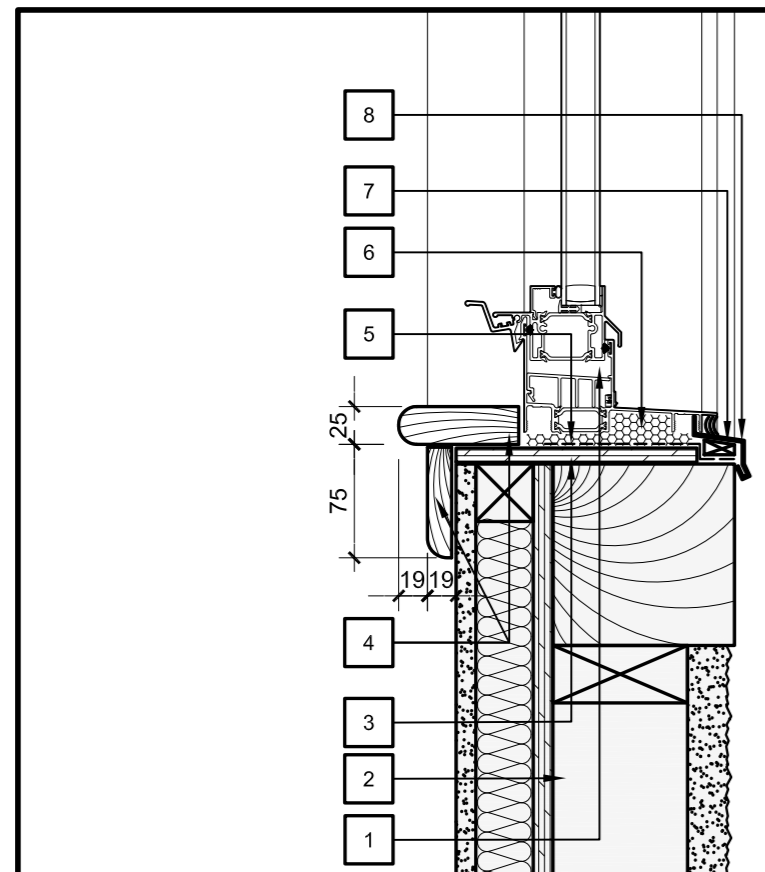
6 SECOND FLR / 2e ÉTAGE
A500 SCALE 1:5 WINDOW HEAD SECTION / ÉCHELLE COUPE EN HAUT DE LA FENÊTRE



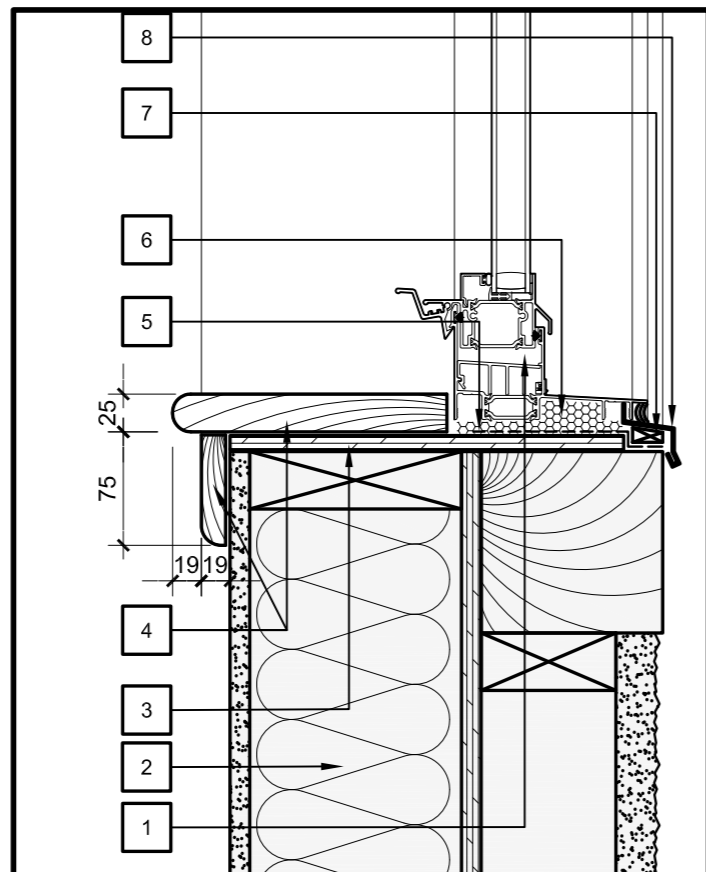
3 GROUND FLR / REZ-DE-CHAUSSÉE
A500 SCALE 1:5 WINDOW SILL SECTION / ÉCHELLE COUPE AU SEUIL DE LA FENÊTRE



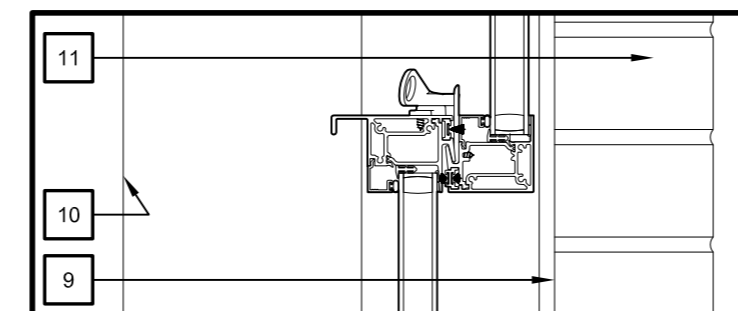
1 BASEMENT / SOUS-SOL
A500 SCALE 1:5 WINDOW SILL SECTION / ÉCHELLE COUPE AU SEUIL DE LA FENÊTRE



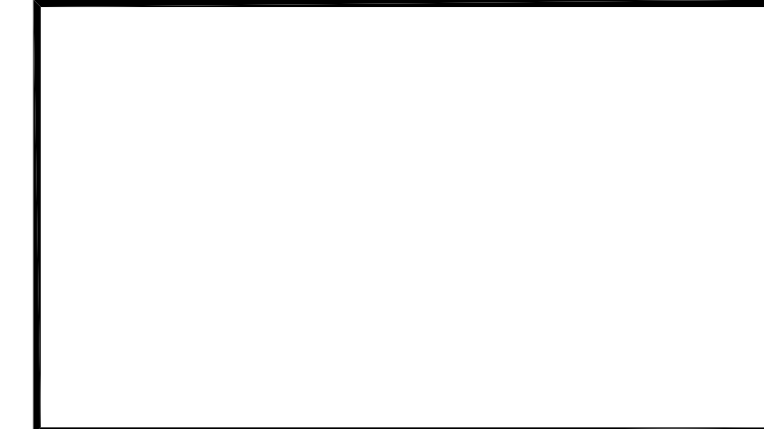
8 THIRD FLR WINDOW / FENÊTRE DU 3e ÉTAGE
A500 SCALE 1:5 SILL SECTION / ÉCHELLE COUPE AU SEUIL



5 SECOND FLR / 2e ÉTAGE
A500 SCALE 1:5 WINDOW SILL SECTION / ÉCHELLE COUPE AU SEUIL DE LA FENÊTRE



7 WINDOW @ HINGE / FENÊTRE @ CHARNIÈRE
A500 SCALE / ÉCHELLE 1:5



1	ISSUED FOR TENDER / ÉMIS POUR APPEL D'OFFRES	27/08/15
no.	revision	date



N45 ARCHITECTURE INC.

43 Eccles Street, 2nd Floor - Ottawa, Ontario, K1R 6S3
tel. 613.224.0095 fax 613.224.9811

project / projet

**WINDOW REPLACEMENT
REMPLACEMENT DE FENÊTRES**

BUILDING 12 / ÉDIFICE 12
AAFC / AGRICULTURE ET
AGROALIMENTAIRE CANADA
OTTAWA, ONTARIO

north / nord

seal / sceau



drawing title / titre du dessin

DETAILS / DÉTAILS

scale / échelle AS NOTED / TEL QU'INDIQUÉ drawn by / dessiné par S.C.

date / date JULY 2015 checked by / vérifié par N.R.

project number / numéro de projet drawing number / numéro

15-070 **A500**

CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE WORK COMMENCES. DO NOT SCALE DRAWINGS.

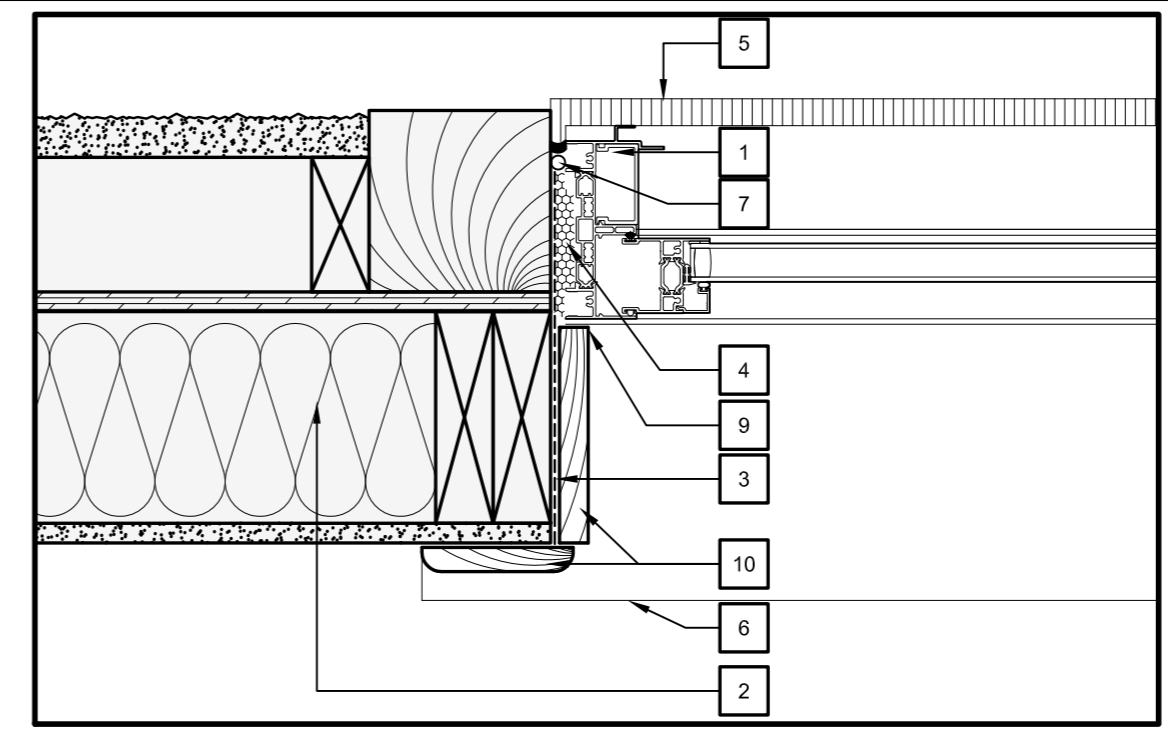
revision / révision

L'ENTREPRENEUR EST TENU DE VÉRIFIER TOUTES LES DIMENSIONS ET CONDITIONS SUR PLACE ET AVISER L'ARCHITECTE DE TOUTES CONTRADICTIONS. NE PAS MODIFIER L'ÉCHELLE DES DESSINS.

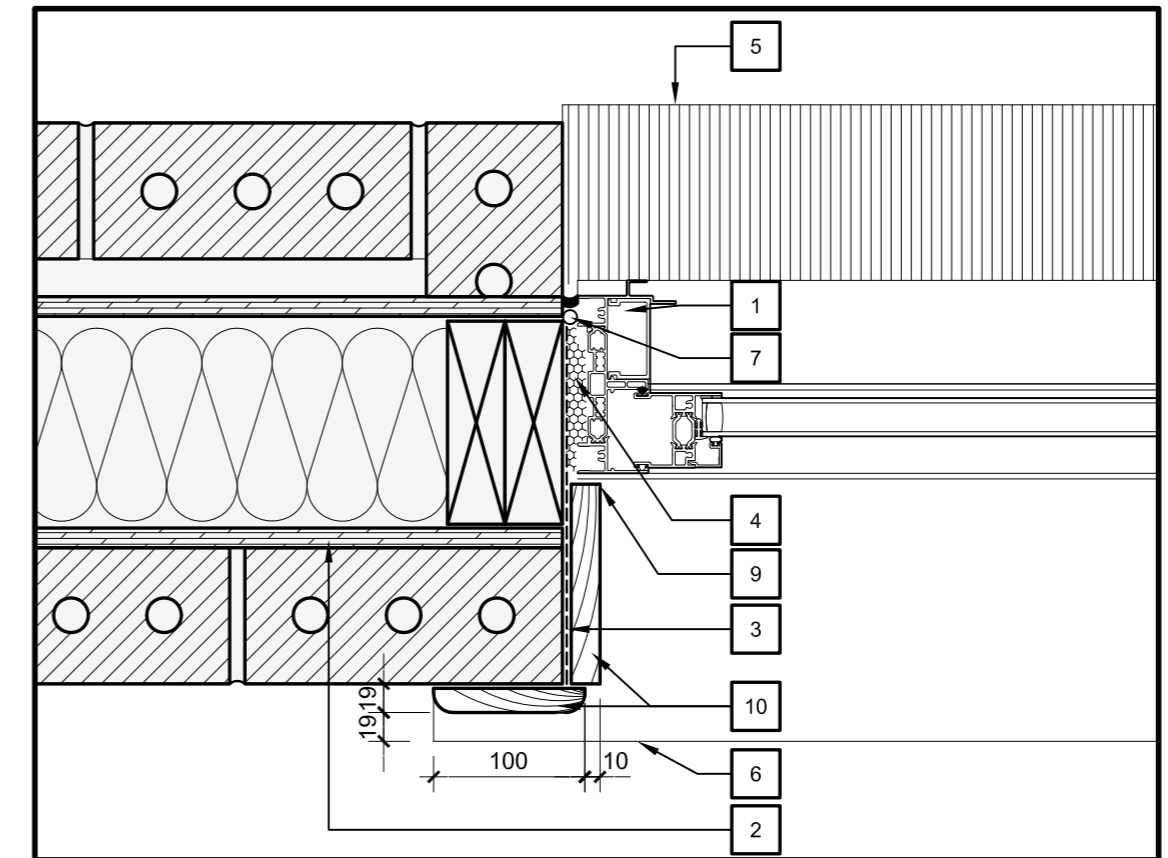
DRAWING NOTES / NOTES DU DESSIN:

- 1 NEW WINDOW AND FRAME. MATCH OFFSET WITH EXISTING CONDITION. / NOUVELLE FENÊTRE ET BÂTI. INSTALLER AVEC UN RETRAIT SEMBLABLE AUX CONDITIONS EXISTANTES.
- 2 EXISTING WALL CONSTRUCTION TO REMAIN. / CONSERVER LE MUR EXISTANT.
- 3 LAP AND SEAL VAPOUR BARRIER OVER EXISTING WALL. / CHEVAUCHER ET SCELLER LE PARE-VAPEUR PAR-DESSUS LE MUR EXISTANT.
- 4 SHIM AND FOAM INSULATE ALL THE VOIDS ONCE WINDOW IS SET IN PLACE. / CALER ET METTRE DE L'ISOLANT EN MOUSSE DANS LES VIDES UNE FOIS QUE LA FENÊTRE EST EN POSITION FINALE.
- 5 NEW EXTRUDED ALUMINUM SILL. / NOUVEAU SEUIL D'ALUMINIUM EXTRUDÉ.
- 6 EDGE OF WOOD SILL BELOW. / BORD DU SEUIL DE BOIS PLUS BAS.
- 7 ROPE AND CAULK. / FOND DE JOINT PRÉFORMÉ ET SCELLANT.
- 8 PATCH AND REPAIR. MATCH EXISTING. / RAPIÉCER ET RÉPARER. AGENCER À L'EXISTANT.
- 9 CAULK. / SCELLER.
- 10 19mm HARD WOOD TRIM. / MOULURE DE BOIS DUR DE 19mm.
- 11 EXISTING SOFFIT TO REMAIN. CUT OUT NEW HOLE FOR EXHAUST PIPE AND GRILLE. PATCH AND REPAIR. / CONSERVER LE SOFFITE EXISTANT. TAILLER UNE NOUVELLE OUVERTURE POUR LE CONDUIT D'EXTRACTION ET GRILLE. RAPIÉCER ET RÉPARER.
- 12 NEW EXHAUST SOFFIT OUTLET. SOFFIT OUTLET SHALL BE MADE OF SHEET METAL WITH BAKED ENAMEL PAINT FINISH. COLOUR TO BE APPROVED BY ARCHITECT C/W BACKDRAFT DAMPER. / NOUVELLE GRILLE D'EXTRACTION AU SOFFITE. LA GRILLE DE SOFFITE DOIT ÊTRE COMPOSÉE D'UNE TÔLE MÉTALLIQUE AVEC UN FINI DE PEINTURE LAQUÉE CUITE. LA COULEUR DEVRA ÊTRE APPROUVÉE PAR L'ARCHITECTE, DE MÊME QUE LE REGISTRE DE REFOULEMENT.

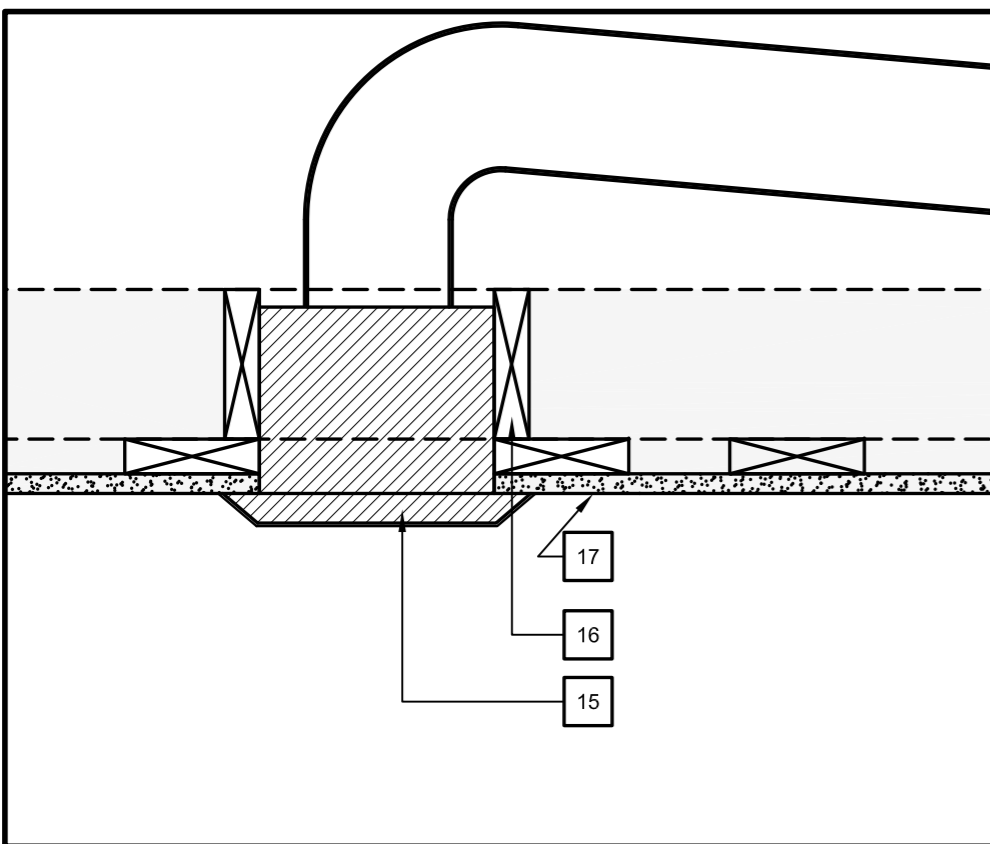
- 13 CAULK AROUND ENTIRE PERIMETER OF THE GRILLE. / SCELLER AUTOUR DE TOUT LE PÉRIMÈTRE DE LA GRILLE.
- 14 NEW FLEXIBLE DUCT SLOPED DOWN TOWARDS THE GRILLE. / LE NOUVEAU CONDUIT FLEXIBLE DOIT DESCENDRE VERS LA GRILLE.
- 15 PROVIDE CEILING MOUNTED WASHROOM EXHAUST FAN. MOUNT FAN ON SUSPENDED CEILING AND SECURE TO STRUCTURE. EXTEND 150mm DIA SHEET METAL EXHAUST DUCT TO SOFFIT WALL OUTLET. THERMALLY INSULATE EXHAUST DUCTWORK WITH 25mm THICK BLANKET DUCT INSULATION WITH ALL SERVICE JACKET. EXHAUST FAN SHALL HAVE THE FOLLOWING PERFORMANCE: 70 L/S @ 25PA (150CFM @ 0.1" ESP), 28.4 WATTS POWER CONSUMPTION, 691RPM, >0.3 SONES, ENERGY STAR RATED, 120/1/60; APPROX. DIMENSIONS 275 x 275 x 190mm DEEP. / FOURNIR UN NOUVEAU VENTILATEUR D'EXTRACTION POUR LA TOILETTE INSTALLÉ AU PLAFOND. FIXER LE VENTILATEUR AU PLAFOND SUSPENDU ET L'ATTACHER SOLIDEMENT À LA STRUCTURE. PROLONGER LE CONDUIT D'EXTRACTION MÉTALLIQUE DE 150mm DE DIAMÈTRE JUSQU'À LA GRILLE DE MUR AU SOFFITE. ISOLER LE CONDUIT D'EXTRACTION AVEC DE L'ISOLANT EN MATELAS POUR CONDUIT DE 25mm D'ÉPAISSEUR AVEC UNE ENVELOPPE TOUT SERVICE. LA PERFORMANCE DU VENTILATEUR D'EXTRACTION DOIT ÉQUIVALOIR À: 70 L/S @ 25PA (150CFM @ 1" ESP), 28.4 WATTS DE CONSOMMATION D'ÉNERGIE, 691RPM, >0.3 SONES, CERTIFICATION ÉNERGIE STAR, 120/1/60; DIMENSIONS APPROX. DE 275 X 275 X 190mm DE PROFOND.
- 16 PROVIDE PROPER WOOD SUPPORT FOR NEW EXHAUST TO FASTEN TO. / FOURNIR UN SUPPORT DE BOIS ADÉQUAT POUR Y FIXER LE NOUVEAU VENTILATEUR D'EXTRACTION.
- 17 EXISTING GYPSUM BOARD CEILING TO REMAIN. PATCH, REPAIR AND PAINT ONCE EXHAUST IS INSTALLED. MATCH EXISTING CONDITION. / CONSERVER LE PLAFOND DE GYPSE EXISTANT. RAPIÉCER, RÉPARER ET PEINTURER UNE FOIS QUE LE VENTILATEUR D'EXTRACTION EST INSTALLÉ. AGENCER TOUTES LES AUTRES CONDITIONS À CELLES EXISTANTES.



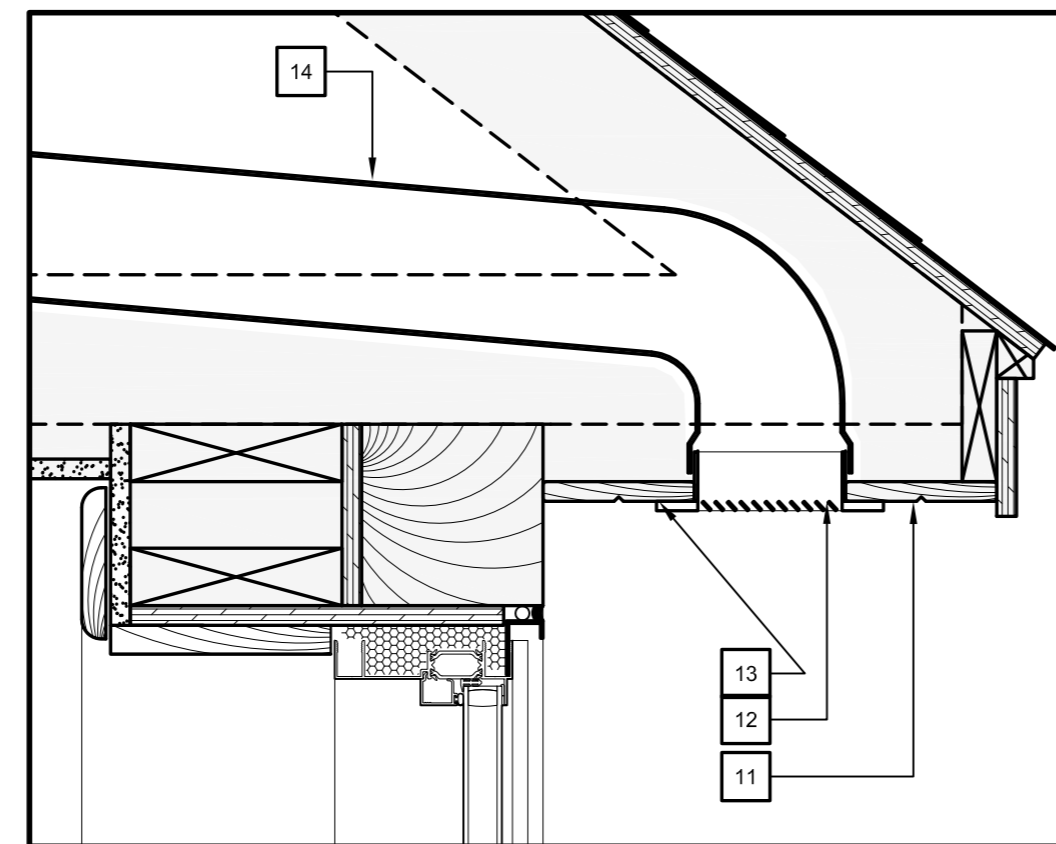
3 DÉTAIL AU JAMBAGE DE LA FENÊTRE DU 2e & 3e/
2nd & 3rd FLR WINDOW JAMB DETAIL
A501 SCALE ÉCHELLE 1:5



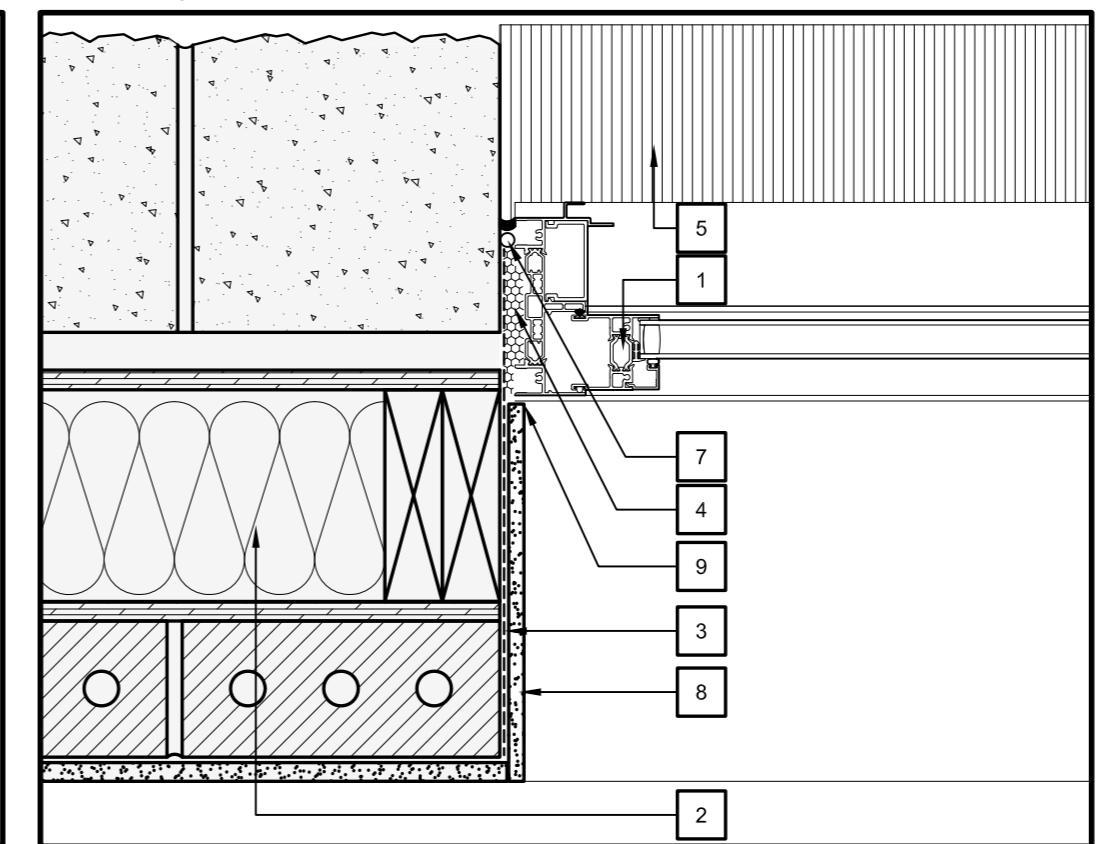
2 DÉTAIL AU JAMBAGE DE LA FENÊTRE DU 1er/
GROUND FLR WINDOW JAMB DETAIL
A501 SCALE ÉCHELLE 1:5



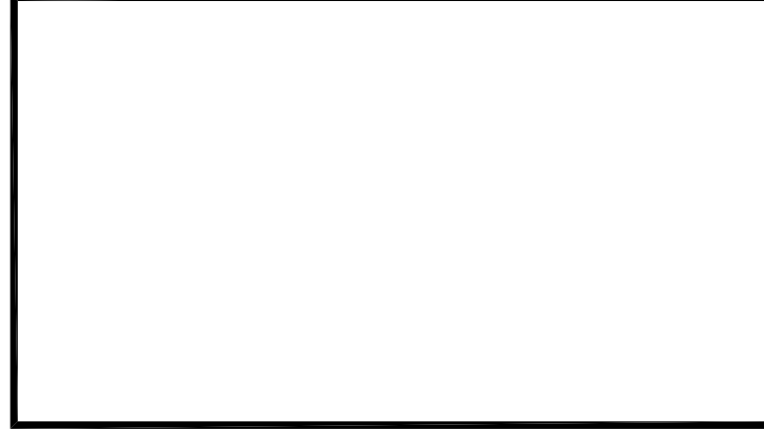
4 DÉTAIL DU VENTILATEUR D'EXTRACTION/
NEW WASHROOM EXHAUST DETAIL
A501 SCALE ÉCHELLE 1:5



5 DÉTAIL DE LA GRILLE D'EXTRACTION/
NEW EXHAUST SOFFIT OUTLET DETAIL
A501 SCALE ÉCHELLE 1:5



1 DÉTAIL AU JAMBAGE DE LA FENÊTRE DU S-S/
BASEMENT WINDOW JAMB DETAIL
A501 SCALE ÉCHELLE 1:5



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project / projet
WINDOW REPLACEMENT
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BUILDING 12/ ÉDIFICE 12
AAFC / AGRICULTURE ET
AGROALIMENTAIRE CANADA
OTTAWA, ONTARIO

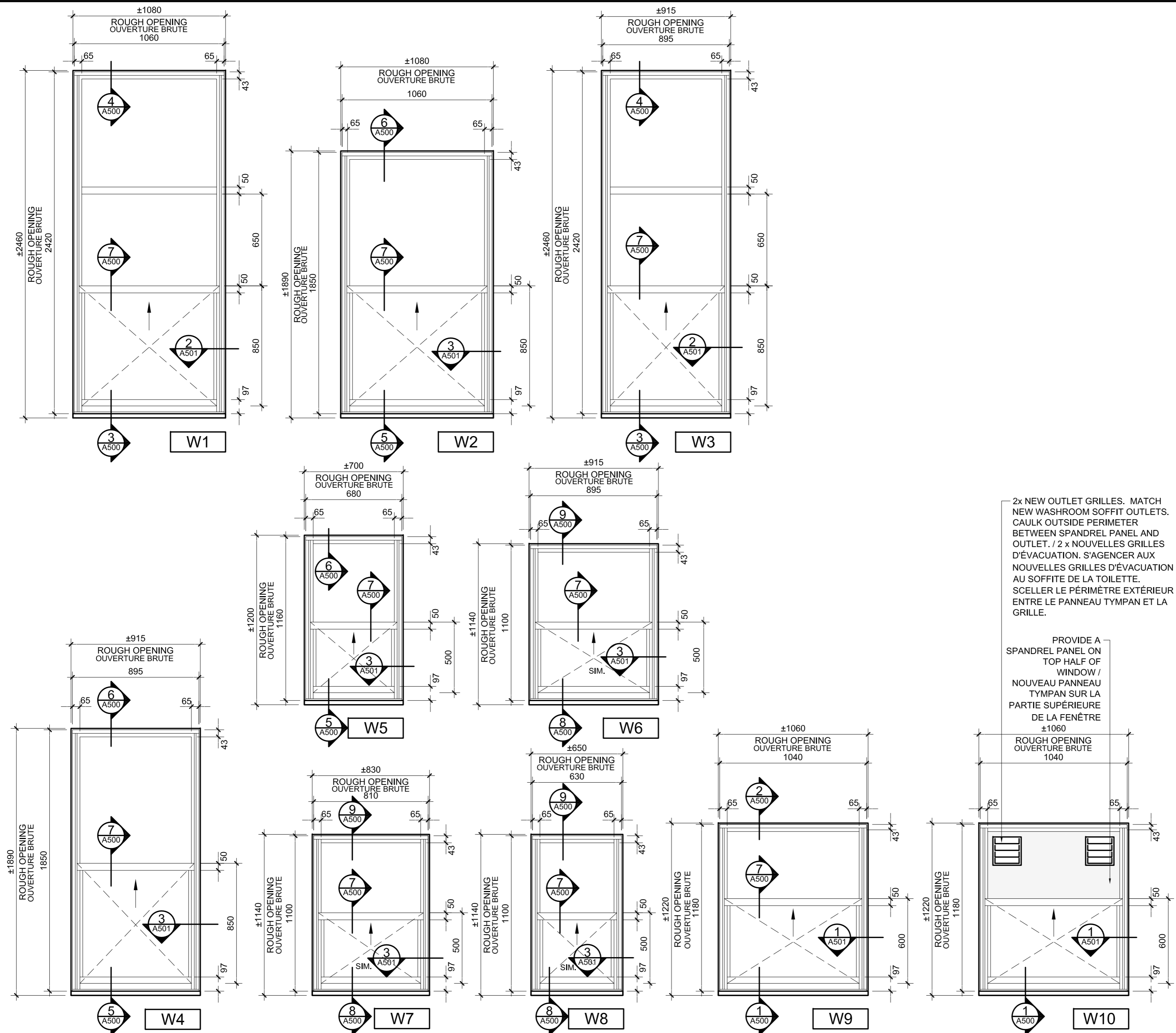
north / nord	seal / sceau

drawing title / titre du dessin
DETAILS / DÉTAILS

scale / échelle AS NOTED TEL QU'INDIQUÉ	drawn by / dessiné par S.C.
date / date 2015-07	checked by / vérifié par N.R.
project number numéro de projet 15-070	drawing number / numéro A501

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2x NEW OUTLET GRILLES. MATCH NEW WASHROOM SOFFIT OUTLETS. CAULK OUTSIDE PERIMETER BETWEEN SPANDREL PANEL AND OUTLET. / 2 x NOUVELLES GRILLES D'ÉVACUATION. S'AGENCER AUX NOUVELLES GRILLES D'ÉVACUATION AU SOFFITE DE LA TOILETTE. SCÉLER LE PÉRIMÈTRE EXTÉRIEUR ENTRE LE PANNEAU TYMPAN ET LA GRILLE.

PROVIDE A SPANDREL PANEL ON TOP HALF OF WINDOW / NOUVEAU PANNEAU TYMPAN SUR LA PARTIE SUPÉRIEURE DE LA FENÊTRE

1 A800 SCALE / ÉCHELLE 1:20



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**WINDOW REPLACEMENT
REPLACEMENT DE FENÊTRES**

BUILDING 12/ ÉDIFICE 12
 AAFC / AGRICULTURE ET
 AGROALIMENTAIRE CANADA
 OTTAWA, ONTARIO

north / nord	seal / sceau
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drawing title / titre du dessin

**WINDOW ELEVATIONS /
ÉLÉVATIONS DES FENÊTRES**

scale / échelle AS NOTED TEL QU'INDIQUÉ	drawn by / dessiné par S.C.
date / date 07-2015	checked by / vérifié par N.R.
project number numéro de projet 15-070	drawing number / numéro A800

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revision / révision