

INVITATION TO TENDER

RETURN BIDS TO:

Bid Receiving / Agriculture and Agri-Food Canada

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 Robert-Bourassa Blvd., Suite 671-TEN
 Montréal, Quebec
 H3A 3N2

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
 Construction works will commence on Tuesday October 10th, 2017.

Title Refit of the services building workshop area - PAI 3		
Solicitation No. 01B46-17-029		Date 2017-05-15
Client Reference No.		
File No.		
Solicitation Closes: Tuesday, July 4, 2017, at 02:00 PM, EDT.		
F.O.B <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other		
Address Enquiries to: Beatriz Mora		
Title: Senior procurement officer		
Email: beatriz.mora@canada.ca		
Telephone Number	Ext.	Fax Number
514 315-6139		514 283-1918
Destination Ferme expérimentale de L'Acadie 1134, route 219 St-Jean-sur-Richelieu (Québec) J2Y 1C4		

Instructions: See Herein

Delivery Required March 31st 2018	Delivery Offered	
Vendor / Firm Name and Address		
Telephone Number	Ext.	Fax Number
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)		
Signature _____		Date _____

ISSUING OFFICE

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 Robert-Bourassa Blvd., Suite 671-TEN
 Montréal, Quebec
 H3A 3N2



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Appendix "A"

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

- GI01 Completion of Bid
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- GI03 Applicable Taxes
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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.

GI15 INTEGRITY PROVISIONS - BID

- 1) Ineligibility and Suspension Policy (the "Policy"), and all related Directives, are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
- 2) Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3) In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- 4) Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#),

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5) Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- 6) Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Ineligibility and Suspension Policy - <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Declaration form for procurement - <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

GI16 CODE OF CONDUCT FOR PROCUREMENT - BID

- 1) The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.



Appendix "B"

SPECIAL INSTRUCTIONS TO BIDDERS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 Non-Mandatory Site Visit
- S104 Revision of Bid
- S105 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 G113 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 Tuesday, June, 13 , 2017 at
10: 00 AM PM EDT.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

Interested bidders are to meet at:

Ferme expérimentale de L'Acadie
1134, route 219
St-Jean-sur-Richelieu (Québec)
J2Y 1C4

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 514 283-1918 .

SI05 BID RESULTS

- 1) Following bid closing, bid results may be obtained from the bid receiving office by email at beatriz.mora@canada.ca .

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 zero (0), 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:
 - Unscreened personnel may be used for the work. Unscreened personnel will require an escort provided by AAFC.



Appendix "C"

BID AND ACCEPTANCE FORM

BID AND ACCEPTANCE FORM

CONSTRUCTION CONTRACT - MAJOR WORKS

BA01 IDENTIFICATION					
Description of the Work This project is intended to improve the main building of Acadie Farm located at 1134, Road 219 in Acadie. The main works consist of undoing a division of concrete blocks of the existing workshop and building a new division to increase the area of the mechanical workshop. The concrete slab of the addition will have to be rebuilt to include a floor drain. Electrical modifications to be envisaged and the replacement of garage doors.					
Solicitation Number 01B-46-17-029			File / Project Number		
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 ____ days following the date of solicitation closing.					
BA05 APPENDICES					
1) The following appendices are included in this Bid and Acceptance Form: <input type="checkbox"/> No appendices <input type="checkbox"/> Appendix 1 <input checked="" type="checkbox"/> Appendix 2					
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 <u>on or before 2018-03-31</u>					
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 _____

BA10 INTEGRITY PROVISIONS - LIST OF NAMES

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID AND ACCEPTANCE FORM
CONSTRUCTION CONTRACT - MAJOR WORKS
APPENDIX 2

LIST OF SUBCONTRACTORS

The Bidder will subcontract the parts of the work listed below to the subcontractor named for each part. The Bidder agrees not to make changes in the list of subcontractors without the written consent of the Departmental Representative. The Bidder understands that for each part of the work, if more than one subcontractor is named, or no subcontractor is named, or, the Bidder fails to state that the work will be done by its own forces where applicable, the bid will be subject to disqualification.

LIST OF EQUIPMENT

N/A

LIST OF MATERIALS

N/A



Appendix "D"

MAJOR WORKS - GENERAL CONDITIONS



MAJOR WORKS – GENERAL CONDITIONS

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MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:

Revision Date

GC1	GENERAL PROVISIONS	2016-05-01
GC2	ADMINISTRATION OF THE CONTRACT	2016-05-01
GC3	EXECUTION AND CONTROL OF THE WORK	2016-01-01
GC4	PROTECTIVE MEASURES	Original
GC5	TERMS OF PAYMENT	2016-05-01
GC6	DELAYS AND CHANGES IN THE WORK	Original
GC7	DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT	Original
GC8	DISPUTE RESOLUTION	2016-05-01
GC9	CONTRACT SECURITY	2016-05-01
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
- GC1.20 INTEGRITY PROVISIONS – CONTRACT
- GC1.21 CODE OF CONDUCT FOR PROCUREMENT - CONTRACT

GC1.1 (2016-05-01) 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

In the Contract, unless the context otherwise requires:

“Administrative Agreement”

is a negotiated agreement with the Minister of AAFC as provided for in the Ineligibility and Suspension Policy.

“Affiliate”

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- (i) one controls or has the power to control the other, or
- (ii) a third party has the power to control both.

"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;

“Control”

means:

- a) direct control, such as where:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

- (ii) a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - (iii) a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iv) the general partner of a limited partnership controls the limited partnership; and
 - (v) a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b) deemed control, such as where:
a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c) indirect control, such as where:
a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:
- (i) any securities of the entity that are beneficially owned by that person, and
 - (ii) any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"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;

"Ineligibility"

means a person not eligible to contract with Canada;

"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;

"Suspension"

means a determination of temporary ineligibility by the Minister of AAFC;

"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

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 (2016-05-01) CONTRACT DOCUMENTS

The following discusses 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 (2016-05-01) 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 (2016-05-01) 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 (2016-05-01) 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 (2016-05-01) 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 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 (2016-05-01) 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 (2016-05-01) 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 (2016-05-01) 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 (2016-05-01) 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 (2016-05-01) 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** (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>)
- 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.

GC1.20 (2016-05-01) INTEGRITY PROVISIONS – CONTRACT

- 1) The Ineligibility and Suspension Policy (the "Policy") and all related Directives are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at Ineligibility and Suspension Policy. (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>).

GC1.21 (2016-05-01) CODE OF CONDUCT FOR PROCUREMENT - CONTRACT

- 1) The Contractor agrees to comply with the Code of Conduct (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) for Procurement and to be bound by its terms for the period of the 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 (2016-05-01) DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

"Technical Authority" shall be recognized as the Departmental representative and designated at time of award of contract and shall perform the following:

- a) is responsible for all matters concerning the technical content of the work under the contract;**
- b) authorized to issue notices, instructions, and changes within the scope of the Work, relevant to the contract.**
- c) accept on behalf of Canada any notice, order or other communication from the contractor relating to the Work**
- d) within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract**

The technical authority has no authority to authorize changes to the Contract terms and conditions of the Contract.

"Contracting Authority" shall be recognized as the authority delegated by the Minister of AAFC to enter into contracts, amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the Contract.

The contracting authority is responsible for the management of the Contract and any changes to the Contract terms **and conditions must be authorized in writing by the Contracting Authority.**

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 (2016-05-01) 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 (2016-05-01) 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.
- 4) Within 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 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. 1985, c. 17 (2nd Supp.);
 - b) a written award issued pursuant to the **Canadian Human Rights Act**, R.S. 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 (2016-05-01) 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 six (6) 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 (2016-05-01) PROGRESS SCHEDULE

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 (2016-05-01) 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
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- 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 (2016-05-01) 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.
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;
 - c) 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 tender 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 (2016-05-01) 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 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 (2016-05-01) 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, 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 (2016-05-01) 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 Tendered 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
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 - GC8.10.10 Termination of Mediation
 - GC8.10.11 Costs
 - GC8.10.12 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.
- 3) 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 BINDING ARBITRATION

- 1) If mediation of the dispute is terminated pursuant to the provisions of GC8.5, "Mediation", and
 - a) the termination of mediation occurs prior to the applicable date set out in paragraph 4) of GC8.6; and
 - b) the disputed issues involve issues of fact or issues of arbitral questions of law or issues of mixed fact and arbitral questions of law;

either party, by giving notice in writing to the other party in accordance with GC2.3, "Notices", may require that the dispute be resolved by binding arbitration pursuant to GC8.6.

- 2) A notice referred to in paragraph 1) of GC8.6 shall be given within 10 working days of the date of termination of mediation under GC8.5 Mediation and shall be in accordance with GC2.3, "Notices".
- 3) If no notice is given within the period set out in paragraph 2) of GC8.6, or if the conditions set out in subparagraphs 1)(a) and 1)(b) of GC8.6 are not met, the arbitration provisions set out in GC8.6 do not apply to the dispute.
- 4) Unless otherwise agreed, the arbitration of the dispute shall be held in abeyance until the earlier of
 - a) the date of issuance of a Certificate of Substantial Performance under GC5.5, "Substantial Performance of the Work";

- b) the date the Work is taken out of the Contractor's hands; and
- c) the date of termination of the Contract;

and consolidated with all other such disputes into a single arbitration.

- 5) Arbitral proceedings under this GC8.6 shall be governed by and conducted in accordance with the **Commercial Arbitration Act**, R.S. 1985, c. 17 (2nd Supp.) and the provisions of GC8.11, "Rules for Arbitration of Disputes".
- 6) For the purposes of calculating time under the Rules for Arbitration referred to in paragraph 5) of GC8.6, arbitration proceedings shall commence on the applicable date set out in paragraph 4) of GC8.6.
- 7) Notwithstanding anything else contained in GC8.6, the arbitration provisions in GC8.6 do not apply if the aggregate amount of all claims by the Contractor required to be arbitrated on the applicable date set out in paragraph 4) of GC8.6 is less than \$25,000.

GC8.7 DISPUTES NOT SUBJECT TO ARBITRATION

- 1) Where the arbitration provisions in GC8.6, "Binding Arbitration", do not apply to a dispute as a result of paragraphs 3) or 7) of GC8.6, "Binding Arbitration", either party may take such court action or proceedings as it considers appropriate, including, without limiting the foregoing, all suits that would otherwise have been immediately available to it but for the provisions of these Dispute Resolution Conditions. Subject to the provisions of paragraph 2) of GC8.7, the Contractor shall initiate any such action or proceeding no later than three calendar months after the date that a Certificate of Completion is issued under GC5.6, "Final Completion", and not afterwards, except where it is otherwise provided by law.
- 2) Any action or proceeding resulting from a direction under GC3.13, "Warranty and Rectification of Defects in Work", shall be initiated by the Contractor no later than three calendar months after the expiry of the warranty or guarantee period and not afterwards, except where it is otherwise provided by law.

GC8.8 (2016-05-01) CONFIDENTIALITY

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.

GC8.9 (2016-05-01) SETTLEMENT

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.

GC8.10 (2016-05-01) RULES FOR MEDIATION OF DISPUTES

GC8.10.1 Interpretation

In these Rules

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

GC8.10.2 Application

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

GC8.10.3 Communication

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

GC8.10.4 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.

GC8.10.5 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.

GC8.10.6 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.

GC8.10.7 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.

GC8.10.8 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.

GC8.10.9 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.

GC8.10.10 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.

GC8.10.11 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.

GC8.10.12 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 (2016-05-01) 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 (excluding applicable tax(es)).
 - 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 (excluding applicable tax(es)).
- 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.



Appendix "B"

TECHNICAL SPECIFICATIONS & PLANS

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CONCRETE FORMING AND ACCESSORIES
SECTION 03 10 00

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 03 30 00

1.2 REFERENCE STANDARDS

- .1 Canadian Standards Association (CSA International)
- .1 CSA-A23.1-04/A23.2-04, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
 - .2 CSA-O86S1-05, Supplement No. 1 to CAN/CSA-O86-01, Engineering Design in Wood.
 - .3 CSA O121-M1978(R2003), Douglas Fir Plywood.
 - .4 CSA O151-04, Canadian Softwood Plywood.
 - .5 CSA O153-M1980(R2003), Poplar Plywood.
 - .6 CAN/CSA-O325.0-92(R2003), Construction Sheathing.
 - .7 CSA O437 Series-93(R2006), Standards for OSB and Waferboard.
 - .8 CSA S269.1-1975(R2003), Falsework for Construction Purposes.
 - .9 CAN/CSA-S269.3-M92(R2003), Concrete Formwork, National Standard of Canada
- .2 Underwriters' Laboratories of Canada (ULC)
- .1 CAN/ULC-S701-05, Standard for Thermal Insulation, Polystyrene, Boards and Pipe Covering.

Part 2 Products

2.1 MATERIALS

- .1 Formwork materials:
- .1 For concrete without special architectural features, use wood and wood product formwork materials to CSA-O121 CAN/CSA-O86 CSA O437 Series CSA-O153.
 - .2 For concrete with special architectural features, use formwork materials to CSA-A23.1/A23.2.
 - .3 Rigid insulation board: to CAN/ULC-S701.
- .2 Tubular column forms: round, spirally wound laminated fibre forms, internally treated with release material.
- .1 Spiral pattern not to show in hardened concrete.

- .3 Form ties:
 - .1 For concrete not designated 'Architectural', use removable or snap-off metal ties, fixed or adjustable length, free of devices leaving holes larger than 25 mm diameter in concrete surface.
 - .2 For Architectural concrete, use snap ties complete with plastic cones and light grey concrete plugs.
- .4 Form liner:
 - .1 Plywood: Douglas Fir to CSA O121A
- .5 Form release agent: non-toxic.
- .6 Form stripping agent: colourless mineral oil, [low VOC,] [biodegradable,] [non-toxic,] [free of kerosene, with viscosity between [15 to 24 mm²/s] [70 and 110s Saybolt Universal] at 40 degrees C, flashpoint minimum 150 degrees C, open cup.
- .7 Falsework materials: to CSA-S269.1.
- .8 Sealant: to Section [07 92 00- Joint Sealants].

Part 3 Execution

3.1 FABRICATION AND ERECTION

- .1 Verify lines, levels and centres before proceeding with formwork/falsework and ensure dimensions agree with drawings.
- .2 Obtain Consultant's approval for use of earth forms framing openings not indicated on drawings.
- .3 Hand trim sides and bottoms and remove loose earth from earth forms before placing concrete.
- .4 Fabricate and erect falsework in accordance with CSA S269.1.
- .5 Refer to architectural drawings for concrete members requiring architectural exposed finishes.
- .6 Do not place shores and mud sills on frozen ground.
- .7 Provide site drainage to prevent washout of soil supporting mud sills and shores.
- .8 Fabricate and erect formwork in accordance with CAN/CSA-S269.3 to produce finished concrete conforming to shape, dimensions, locations and levels indicated within tolerances required by CSA-A23.1/A23.2.
- .9 Align form joints and make watertight.
 - .1 Keep form joints to minimum.

- .10 Locate horizontal form joints for exposed columns 2400mm above finished floor elevation.
- .11 Use [25]mm chamfer strips on external corners and/or 25mm fillets at interior corners, joints, unless specified otherwise.
- .12 Form chases, slots, openings, drips, recesses, expansion and control joints as indicated.
- .13 Construct forms for architectural concrete, and place ties as indicated.
 - .1 Joint pattern not necessarily based on using standard size panels or maximum permissible spacing of ties.
- .14 Build in anchors, sleeves, and other inserts required to accommodate Work specified in other sections.
 - .1 Ensure that anchors and inserts will not protrude beyond surfaces designated to receive applied finishes, including painting.
- .15 Line forms for following surfaces:
 - .1 Soffit of girders and underside of bridge decks if exposed.
 - .2 Pull down lining over edges of formwork panels.
 - .3 Ensure lining is new and not reused material.
 - .4 Ensure lining is dry and free of oil when concrete is poured.
 - .5 Application of form release agents on formwork surface is prohibited where drainage lining is used.
 - .6 If concrete surfaces require cleaning after form removal, use only pressurized water stream so as not to alter concrete's smooth finish.
 - .7 Cost of textile lining is included in price of concrete for corresponding portion of Work.
- .16 Clean formwork in accordance with CSA-A23.1/A23.2, before placing concrete.

3.2 REMOVAL AND RESHORING

- .1 Leave formwork in place for following minimum periods of time after placing concrete.
- .2 Remove formwork when concrete has reached.
- .3 Provide necessary reshoring of members where early removal of forms may be required or where members may be subjected to additional loads during construction as required.
- .4 Space reshoring in each principal direction at not more than 3000 mm apart.
- .5 Re-use formwork and falsework subject to requirements of CSA-A23.1/A23.2.

END OF SECTION

CONCRETE REINFORCING
SECTION 03 20 00

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 03 30 00

1.2 PRICE AND PAYMENT PROCEDURES

- .1 Measurement and Payment:
 - .1 No measurement will be made under this Section.
 - .1 Include reinforcement costs in items of concrete work in Section 03 30 00- Cast-In-Place Concrete.

1.3 REFERENCE STANDARDS

- .1 American Concrete Institute (ACI)
 - .1 SP-66-04, ACI Detailing Manual 2004.
- .2 ASTM International
 - .1 ASTM A82/A82M-07, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
 - .2 ASTM A143/A143M-07, Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement.
 - .3 ASTM A185/A185M-07, Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
 - .4 ASTM A775/A775M-07b, Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
- .3 CSA International
 - .1 CSA-A23.1-[09]/A23.2-09, Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete.
 - .2 CAN/CSA-A23.3-04(R2010), Design of Concrete Structures.
 - .3 CSA-G30.18-[09], Carbon Steel Bars for Concrete Reinforcement.
 - .4 CSA-G40.20/G40.21-04(R2009), General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
 - .5 CAN/CSA-G164-M92(R2003), Hot Dip Galvanizing of Irregularly Shaped Articles.
 - .6 CSA W186-M1990(R2007), Welding of Reinforcing Bars in Reinforced Concrete Construction.
- .4 Reinforcing Steel Institute of Canada (RSIC)
 - .1 RSIC-2004, Reinforcing Steel Manual of Standard Practice.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Prepare reinforcement drawings in accordance with RSIC Manual of Standard Practice SP-66.
- .3 Shop Drawings:
 - .1 Indicate placing of reinforcement and:
 - .1 Bar bending details.
 - .2 Lists.
 - .3 Quantities of reinforcement.
 - .4 Sizes, spacings, locations of reinforcement and mechanical splices if approved by Consultant, with identifying code marks to permit correct placement without reference to structural drawings.
 - .5 Indicate sizes, spacings and locations of chairs, spacers and hangers.
 - .2 Detail lap lengths and bar development lengths to CAN/CSA-A23.3, unless otherwise indicated.

1.5 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section with manufacturer's written instructions 01 61 00- Common Product Requirements.
- .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 and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Replace defective or damaged materials with new.

Part 2 Products

2.1 MATERIALS

- .1 Substitute different size bars only if permitted in writing by Consultant.
- .2 Reinforcing steel: billet steel, grade 400, deformed bars to CSA-G30.18, unless indicated otherwise.
- .3 Reinforcing steel: weldable low alloy steel deformed bars to CSA-G30.18.
- .4 Cold-drawn annealed steel wire ties: to ASTM A82/A82M.
- .5 Deformed steel wire for concrete reinforcement: to ASTM A82/A82M.
- .6 Welded steel wire fabric: to ASTM A185/A185M.
 - .1 Provide in flat sheets only.

- .7 Welded deformed steel wire fabric: to ASTM A82/A82M.
 - .1 Provide in flat sheets only.
- .8 Chairs, bolsters, bar supports, spacers: to CSA-A23.1/A23.2.
- .9 Mechanical splices: subject to approval of Consultant.
- .10 Plain round bars: to CSA-G40.20/G40.21.

2.2 FABRICATION

- .1 Fabricate reinforcing steel in accordance with CSA-A23.1/A23.2 Reinforcing Steel Manual of Standard Practice by the Reinforcing Steel Institute of Canada SP-66.
- .2 Obtain Consultant's written approval for locations of reinforcement splices other than those shown on placing drawings.
- .3 Upon approval of Consultant , weld reinforcement in accordance with CSA W186.
- .4 Ship bundles of bar reinforcement, clearly identified in accordance with bar bending details and lists.

2.3 SOURCE QUALITY CONTROL

- .1 Upon request inform Consultant of proposed source of material to be supplied.

Part 3 Execution

3.1 FIELD BENDING

- .1 Do not field bend or field weld reinforcement except where indicated or authorized by Consultant.
- .2 When field bending is authorized, bend without heat, applying slow and steady pressure.
- .3 Replace bars, which develop cracks or splits.

3.2 PLACING REINFORCEMENT

- .1 Place reinforcing steel in accordance with CSA-A23.1/A23.2.
- .2 Use plain round bars as slip dowels in concrete.
 - .1 Paint portion of dowel intended to move within hardened concrete with one coat of asphalt paint.
 - .2 When paint is dry, apply thick even film of mineral lubricating grease.
- .3 Prior to placing concrete, obtain Consultant's approval of reinforcing material and placement.
- .4 2-15mm rebar must be installed at the perimeter of all openings. They should exceed the opening by 600 mm (24 in.) In each direction.
- .5 The reinforcing steel must be securely fastened together at every 300mm c/c (12 inches) in each direction with tie wire. Bar overlaps must be consistent with the plan and staggered from row to row.

- .6 The concrete covering of the reinforcement steel shall comply with CSA Standard A23.1-14 without being less than the dimensions specified in the following drawings and specifications: 75mm (3 in.) for ground contact items, 50mm (2 in.) for foundation walls and columns and 38mm (1½ in.) for beams and structural slabs unless noted otherwise.
- .7 The reinforcing steel installation (and detailing) drawings must be provided to the Engineer for approval at least 14 days before the work (in two copies).
- .8 At installation, welded wire mesh must be attached every 300mm (12") with a 300mm (12") sheet overlap in each direction.

3.3 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
 - .1 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.

END OF SECTION

CAST-IN-PLACE CONCRETE
SECTION 03 30 00

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 03 10 00 and 03 20 00

1.2 PRICE AND PAYMENT PROCEDURES

- .1 Measurement and Payment:
 - .1 Cast-in-place concrete in superstructure will not be measured but will paid for as package price item.
 - .2 Supply and installation of anchor bolts, nuts and washers and bolt grouting will not be measured but considered incidental to work.

1.3 REFERENCE STANDARDS

- .1 ASTM International
 - .1 ASTM C260/C260M-10a, Standard Specification for Air-Entraining Admixtures for Concrete.
 - .2 ASTM C309-07, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - .3 ASTM C494/C494M-10a, Standard Specification for Chemical Admixtures for Concrete.
 - .4 ASTM C1017/C1017M-07, Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
 - .5 ASTM D412-06ae2, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
 - .6 ASTM D624-00(2007), Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomer.
 - .7 ASTM D1751-04(2008), Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
 - .8 ASTM D1752-04a(2008), Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
- .2 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-37.2-M88, Emulsified Asphalt, Mineral Colloid-Type, Unfilled, for Dampproofing and Waterproofing and for Roof Coatings.
 - .2 CAN/CGSB-51.34-M86(R1988), Vapour Barrier, Polyethylene Sheet for Use in Building Construction.
- .3 CSA International
 - .1 CSA A23.1/A23.2-09, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.

- .2 CSA A283-06, Qualification Code for Concrete Testing Laboratories.
- .3 CSA A3000-08, Cementitious Materials Compendium (Consists of A3001, A3002, A3003, A3004 and A3005).

1.4 ABBREVIATIONS AND ACRONYMS

- .1 Portland Cement: hydraulic cement, blended hydraulic cement (XXb - b denotes blended) and Portland-limestone cement.
 - .1 Type GU, GUb and GUL - General use cement.
 - .2 Type MS and MSb - Moderate sulphate-resistant cement.
 - .3 Type MH, MHb and MHL - Moderate heat of hydration cement.
 - .4 Type HE, HEb and HEL - High early-strength cement.
 - .5 Type LH, LHb and LHL - Low heat of hydration cement.
 - .6 Type HS and HSb - High sulphate-resistant cement.
- .2 Fly ash:
 - .1 Type F - with CaO content less than 15%.
 - .2 Type CI - with CaO content ranging from 15 to 20%.
 - .3 Type CH - with CaO greater than 20%.
- .3 GGBFS - Ground, granulated blast-furnace slag.

1.5 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00- Submittal Procedures.
- .2 Concrete hauling time: provide for review by Consultant deviations exceeding maximum allowable time of 120 minutes for concrete to be delivered to site of Work and discharged after batching.

1.6 QUALITY ASSURANCE

- .1 Quality Assurance: in accordance with Section 01 45 00- Quality Control.

1.7 DELIVERY, STORAGE AND HANDLING

- .1 Delivery and Acceptance Requirements:
 - .1 Concrete hauling time: deliver to site of Work and discharged within 120 minutes maximum after batching.
 - .1 Do not modify maximum time limit without receipt of prior written agreement from Consultant, laboratory representative and concrete producer as described in CSA A23.1/A23.2.
 - .2 Deviations to be submitted for review by Consultant.
 - .2 Concrete delivery: ensure continuous concrete delivery from plant meets CSA A23.1/A23.2.

Part 2 Products

2.1 DESIGN CRITERIA

- .1 To CSA A23.1/A23.2 and as described in MIXES of PART 2 - PRODUCTS.

2.2 PERFORMANCE CRITERIA

- .1 Quality Control Plan: ensure concrete supplier meets performance criteria of concrete as established by Consultant and provide verification of compliance as described in PART 1 - QUALITY ASSURANCE.

2.3 MATERIALS

- .1 Portland Cement: to CSA A3001, Type GU.
.2 Blended hydraulic cement: Type GUb to CSA A3001.
.3 Portland-limestone cement: Type GUL to CSA A23.1.
.4 Water: to CSA A23.1.
.5 Aggregates: to CSA A23.1/A23.2.
.6 Admixtures:
.1 Air entraining admixture: to ASTM C260.
.2 Chemical admixture: to ASTM C494 and ASTM C1017. Departmental Representative to approve accelerating or set retarding admixtures during cold and hot weather placing.
.7 Polyethylene film: 0.15

2.4 MIXES

- .1 Alternative 1 - Performance Method for specifying concrete: to meet Consultant performance criteria to CSA A23.1/A23.2.
.1 Ensure concrete supplier meets performance criteria as established below and provide verification of compliance as in Quality Control Plan.
.2 Provide concrete mix to meet following plastic state requirements:
.1 Workability: free of segregation, surface blemishes, colour variations and loss of mortar.
.2 Set time: 2 hrs
.3 Provide concrete mix to meet following hard state requirements:
.1 Compressive strength at 28 age: 30 Mpa minimum.
.2 Temps de prise : au plus 2 heures.
.3 For footings, foundation walls:
- Minimum compression resistance at 28 days: 30 Mpa.
- Aggregate: 20 mm (3/4 in.).
- Slump: 80 mm ± 20mm (3-1 / 2 "± 1").
- Air content: 5 to 7% (outside).

- .4 For indoor slab-on-grade:
 - Minimum compression resistance at 28 days: 30 Mpa.
 - Aggregate: 20 mm (3/4 in.).
 - Slump: 80 mm \pm 20mm (3-1 / 2 " \pm 3/4").
 - Without air content.

- .5 For outdoor slabs:
 - Minimum compression resistance at 28 days: 32 MPa.
 - Aggregate: 20 mm (3/4 in.).
 - Slump: 80 mm \pm 20mm (3-1 / 2 " \pm 3/4").
 - Air content: 5 to 7% (outside).

Part 3 Execution

3.1 PREPARATION

- .1 Obtain Consultant's written approval before placing concrete.
 - .1 Provide 48 hours minimum notice prior to placing of concrete.
- .2 Place concrete reinforcing in accordance with Section 03 20 00- Concrete Reinforcing.
- .3 During concreting operations:
 - .1 Development of cold joints not allowed.
 - .2 Ensure concrete delivery and handling facilitates placing with minimum of re-handling, and without damage to existing structure or Work.
- .4 Pumping of concrete is permitted only after approval of equipment and mix.
- .5 Ensure reinforcement and inserts are not disturbed during concrete placement.
- .6 Prior to placing of concrete obtain Consultant's approval of proposed method for protection of concrete during placing and curing.
- .7 Protect previous Work from staining.
- .8 Clean and remove stains prior to application for concrete finishes.
- .9 Maintain accurate records of poured concrete items to indicate date, location of pour, quality, air temperature and test samples taken.
- .10 In locations where new concrete is dowelled to existing work, drill holes in existing concrete.
 - .1 Place steel dowels of deformed steel reinforcing bars and pack solidly with epoxy grout to anchor and hold dowels in positions as indicated.
- .11 Do not place load upon new concrete until authorized by Consultant.

3.2 INSTALLATION/APPLICATION

- .1 Do cast-in-place concrete work to CSA A23.1/A23.2.

- .2 Sleeves and inserts:
 - .1 Do not permit penetrations, sleeves, ducts, pipes or other openings to pass through joists, beams, column capitals or columns, except where indicated or approved by Consultant.
 - .2 Where approved by Consultant, set sleeves, ties, pipe hangers and other inserts and openings as indicated or specified elsewhere.
 - .3 Sleeves and openings greater than 100 x 100 mm not indicated, must be reviewed by Consultant.
 - .4 Do not eliminate or displace reinforcement to accommodate hardware. If inserts cannot be located as specified, obtain written approval of modifications from Consultant before placing of concrete.
 - .5 Confirm locations and sizes of sleeves and openings shown on drawings.
 - .6 Set special inserts for strength testing as indicated and as required by non-destructive method of testing concrete.
- .3 Anchor bolts:
 - .1 Set anchor bolts to templates in co-ordination with appropriate trade prior to placing concrete.
 - .2 Grout anchor bolts in preformed holes or holes drilled after concrete has set only after receipt of written approval from Consultant.
 - .1 Formed holes: 100 mm minimum diameter.
 - .2 Drilled holes: to manufacturers' recommendations.
 - .3 Protect anchor bolt holes from water accumulations, snow and ice build-ups.
 - .4 Set bolts and fill holes with epoxy grout.
 - .5 Locate anchor bolts used in connection with expansion shoes, rollers and rockers with due regard to ambient temperature at time of erection.
- .4 Drainage holes and weep holes:
 - .1 Form weep holes and drainage holes in accordance with Section 03 10 00- Concrete Forming and Accessories. If wood forms are used, remove them after concrete has set.
 - .2 Install weep hole tubes and drains as indicated.
- .5 Grout under base plates and machinery using procedures in accordance with manufacturer's recommendations which result in 100% contact over grouted area.
- .6 Finishing and curing:
 - .1 Finish concrete to CSA A23.1/A23.2.
 - .2 Use procedures as reviewed Consultant or those noted in CSA A23.1/A23.2 to remove excess bleed water. Ensure surface is not damaged.
 - .3 Use curing compounds compatible with applied finish on concrete surfaces. Applied finish on concrete.
 - .4 Finish concrete floor to CSA A23.1/A23.2.
 - .5 Provide swirl-trowelled scratch finish where bonded topping is to be applied.
 - .6 Provide screed finish unless otherwise indicated].

.7 Other

1. Formwork shall ensure the safety of workers at all times during the work and comply with applicable safety standards.
2. The Contractor shall provide, supply and install all shoring (bracing, etc.) necessary to support formwork during pouring. The shoring must be in accordance with the CSST and signed by a member engineer of the OIQ, etc.
3. The contractor will have to coordinate with the plans of the other disciplines (architectural, mechanical, etc.) to introduce the particular details of each formwork (opening, textured finish, duct, etc.).
4. Anchoring: Unless noted otherwise, all new concrete surfaces will be anchored to existing concrete structures. Generally, 15M, 400mm (16") long anchors @ 400mm (16") c/c embedded (100mm deep) in Hilti HY-200, will be required.
5. The contractor shall provide and install support chairs to hold the wire mesh or rebar in the right place during concrete pouring.
6. The contractor must vibrate the fresh concrete during pouring.
7. An analysis and control laboratory should indicate the methods of placing and curing concrete in cold weather (<5 ° C) and in hot weather (> 30 ° C). These methods must be provided to the Engineer for approval.
8. The positioning and method of execution of the control joint in the slab are shown on the drawings. Saw cuts must be made between 6 hours and 24 hours after pouring. They must not be spaced more than 4.5m (15 feet) apart and a panel slab must not have a surface area greater than 20m² (225 square feet).

3.3 SURFACE TOLERANCE

- .1 Concrete tolerance to CSA A23.1

3.4 FIELD QUALITY CONTROL

- .1 Site tests: conduct tests as follows in accordance with Section 01 45 00- Quality Control and submit report as described in PART 1 - ACTION AND INFORMATIONAL SUBMITTALS.
- .1 Slump.
 - .2 Air content.
 - .3 Compressive strength at 7 and 28
 - .4 Air and concrete temperature.
- .2 Inspection and testing of concrete and concrete materials will be carried out by testing laboratory designated by the client, for review to CSA A23.1/A23.2.
- .1 Ensure testing laboratory is certified to CSA A283.
- .3 Ensure test results are distributed for discussion at pre-pouring concrete meeting between and Departmental Representative.
- .4 The client pay for costs of tests as specified in Section 01 29 83- Payment Procedures for Testing Laboratory Services.

- .5 Laboratory will take additional test cylinders during cold weather concreting. Cure cylinders on job site under same conditions as concrete which they represent.
- .6 Non-Destructive Methods for Testing Concrete: to CSA A23.1/A23.2.
- .7 Inspection or testing by Consultant will not augment or replace Contractor quality control nor relieve Contractor of his contractual responsibility.

3.5 CLEANING

- .1 Clean in accordance with Section 01 74 11- Cleaning.

END OF SECTION

STRUCTURAL STEEL FOR BUILDINGS
SECTION 05 12 23

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 05 50 00 ET 05 41 00

1.2 REFERENCE STANDARDS

- .1 ASTM International Inc.
 - .1 ASTM A36/A36M-08, Standard Specification for Carbon Structural Steel.
 - .2 ASTM A193/A193M-08, Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature or High-Pressure Service and Other Special Purpose Applications.
 - .3 ASTM A307-07b, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
 - .4 ASTM A325-07a, Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
 - .5 ASTM A325M-08, Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength Metric.
 - .6 ASTM A490M-04ae, Standard Specification for High-Strength Steel Structural Bolts, Classes 10.9 and 10.9.3, for Structural Steel Joints Metric.
- .2 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-85.10-99, Protective Coatings for Metals.
- .3 Canadian Institute of Steel Construction (CISC)/Canadian Paint Manufacturers Association (CPMA).
 - .1 Handbook of the Canadian Institute of Steel Construction.
 - .2 CISC/CPMA Standard 2-75, Quick-Drying Primer for use on Structural Steel.
- .4 Canadian Standards Association (CSA International)
 - .1 CSA G40.20/G40.21-04, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
 - .2 CAN/CSA-G164-M92(R2003), Hot Dip Galvanizing of Irregularly Shaped Articles.
 - .3 CAN/CSA-S16-01(R2007), Limit States Design of Steel Structures.
 - .4 CAN/CSA-S136-07, North American Specifications for the Design of Cold Formed Steel Structural Members.
 - .5 CSA W47.1-03, Certification of Companies for Fusion Welding of Steel.
 - .6 CSA W48-06, Filler Metals and Allied Materials for Metal Arc Welding.
 - .7 CSA W55.3-1965(R2003), Resistance Welding Qualification Code for Fabricators of Structural Members Used in Buildings.
 - .8 CSA W59-03, Welded Steel Construction (Metal Arc Welding).

- .5 Master Painters Institute
 - .1 MPI-INT 5.1-08, Structural Steel and Metal Fabrications.
 - .2 MPI-EXT 5.1-08, Structural Steel and Metal Fabrications.
- .6 The Society for Protective Coatings (SSPC) and National Association of Corrosion Engineers (NACE) International
 - .1 NACE No. 3/SSPC SP-6-06, Commercial Blast Cleaning.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00- Submittal Procedures.
- .2 Shop Drawings:
 - .1 Submit drawings stamped and signed by professional engineer registered or licensed in Quebec, Canada.
- .3 Erection drawings:
 - .1 Submit erection drawings indicating details and information necessary for assembly and erection purposes including:
 - .1 Description of methods.
 - .2 Sequence of erection.
 - .3 Type of equipment used in erection.
 - .4 Temporary bracings.
- .4 Fabrication drawings:
 - .1 Submit fabrication drawings showing designed assemblies, components and connections are stamped and signed by qualified professional engineer licensed in the Quebec, Canada.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section [01 61 00- Common Product Requirements].
- .2 Deliver materials in manufacturer's original, undamaged containers with identification labels intact.

Part 2 Products

2.1 DESIGN REQUIREMENTS

- .1 Design details and connections in accordance with requirements of and CAN/CSA-S136, CSA-S136.1 and CAN/CSA-S16to resist forces, moments, shears and allow for movements indicated.
- .2 Shear connections:

- .1 Select framed beam shear connections from an industry accepted publication such as "Handbook of the Canadian Institute of Steel Construction" when connection for shear only (standard connection) is required.
- .2 Select or design connections to support reaction from maximum uniformly distributed load that can be safely supported by beam in bending, provided no point loads act on beam, when shears are not indicated.
- .3 For composite construction select or design minimum end connection to resist reaction resulting from factored movement resistance as tabulated in the "Handbook of the Canadian Institute of Steel Construction" assuming 100% shear connection with depth of steel deck and/or slab shown on drawings.
- .4 Submit sketches and design calculations stamped and signed by qualified professional engineer licensed in Quebec, Canada for non standard connections.

2.2 MATERIALS

- .1 Structural steel: to CAN/CSA-S136 and 300W CSA-G40.20/G40.21 Grade as indicated.
- .2 Anchor bolts: to CSA-G40.20/G40.21, Grade 300W ASTM A36/A36M.
- .3 High strength anchor bolts: to ASTM A193/A193M.
- .4 Bolts, nuts and washers: to ASTM A307 ASTM A325 ASTM A325M ASTM A490/A490M.
- .5 Welding materials: to CSA W59 CSA W48 Series and certified by Canadian Welding Bureau.
- .6 Shop paint primer: to CISC/CPMA2-75 solvent reducible alkyd, red oxide grey.
- .7 Hot dip galvanizing: galvanize steel, where indicated, to CAN/CSA-G164, minimum zinc coating of 600 g/m².
- .8 Shear studs: to CSA W59, Appendix H.

2.3 FABRICATION

- .1 Fabricate structural steel in accordance with CAN/CSA-S136 CAN/CSA-S16 and in accordance with reviewed shop drawings.
- .2 Install shear studs in accordance with CSA W59.
- .3 Provide holes in top and bottom for attachment of wood.

2.4 SHOP PAINTING

- .1 Clean, prepare surfaces and shop prime structural steel in accordance with CAN/CSA-S136 and CAN/CSA-S16.
- .2 Clean members, remove loose mill scale, rust, oil, dirt and foreign matter. Prepare surface according to NACE No.3/SSPC-SP-6.
- .3 Apply one coat of primer in shop to steel surfaces to achieve minimum dry film thickness of 4 mill.
 - .1 Surfaces to be encased in concrete.

- .2 Surfaces to receive field installed stud shear connections.
- .3 Surfaces and edges to be field welded.
- .4 Faying surfaces of slip-critical connections.
- .5 Below grade surfaces in contact with soil.
- .4 Apply paint under cover, on dry surfaces when surface and air temperatures are above 5 degrees C.
- .5 Maintain dry condition and 5 degrees C minimum temperature until paint is thoroughly dry.
- .6 Strip paint from bolts, nuts, sharp edges and corners before prime coat is dry.

Part 3 Execution

3.1 APPLICATION

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

3.2 GENERAL

- .1 Structural steel work: in accordance with CAN/CSA-S136 and CAN/CSA-S16.
- .2 Welding: in accordance with CSA W59.
- .3 Companies to be certified under Division 1 or 2.1 of CSA W47.1 for fusion welding of steel structures and/or CSA W55.3 for resistance welding of structural components.

3.3 CONNECTION TO EXISTING WORK

- .1 Verify dimensions and condition of existing work, report discrepancies and potential problem areas to Consultant for direction before commencing fabrication.

3.4 MARKING

- .1 Mark materials in accordance with CSA G40.20/G40.21. Do not use die stamping. When steel is to be left in unpainted condition, place marking at locations not visible from exterior after erection.
- .2 Match marking: shop mark bearing assemblies and splices for fit and match.

3.5 ERECTION

- .1 Erect structural steel, as indicated and in accordance with CAN/CSA-S136 CAN/CSA-S16 and in accordance with reviewed erection drawings.
- .2 Field cutting or altering structural members: to approval of Consultant.
- .3 Clean with mechanical brush and touch up shop primer to bolts, rivets, welds and burned or scratched surfaces at completion of erection.
- .4 Continuously seal members by continuous welds where indicated. Grind smooth.

3.6 FIELD QUALITY CONTROL

- .1 Inspection and testing of [materials and workmanship] will be carried out by testing laboratory designated by the client.
- .2 The client pay costs of Payment Procedures for Testing Laboratory Services.
- .3 Test shear studs in accordance with CSA W59.

3.7 FIELD PAINTING

- .1 Paint in accordance with Section 09 91 23- Interior Painting.
 - .1 Touch up damaged surfaces and surfaces without shop coat with primer to NACE No.3/SSPC-SP-6 except as specified otherwise. Apply in accordance: MPI Architectural Painting Specification Manual.

3.8 CLEANING

- .1 Clean in accordance with Section 01 74 11- Cleaning.

END OF SECTION

STRUCTURAL METAL STUD FRAMING
SECTION 05 41 00

Part 1 General

1.1 REFERENCE STANDARDS

- .1 ASTM International
 - .1 ASTM A123/A123M-09, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - .2 ASTM A653/A653M-09a, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - .3 ASTM A792/A792M-09a, Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- .2 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-1.181-99, Ready-Mixed Organic Zinc-Rich Coating.
- .3 CSA International
 - .1 CSA W47.1-09, Certification of Companies for Fusion Welding of Steel Structures.
 - .2 CSA W55.3-08, Certification of Companies for Resistance Welding of Steel and Aluminum.
 - .3 CSA W59-M03(R2008), Welded Steel Construction (Metal Arc Welding) [Metric].
 - .4 CAN/CSA S136-07, North American Specification for the Design of Cold Formed Steel Structural Members.
- .4 Canadian Sheet Steel Building Institute (CSSBI)
 - .1 CSSBI 50M-06, Lightweight Steel Framing Manual.
 - .2 CSSBI Fact Sheet #3 June 1994, Care and Maintenance of Prefinished Sheet Steel Building Products.
 - .3 CSSBI Technical Bulletin Vol. 7, No. 2 February 2004, Changing Standard Thicknesses for Canadian Lightweight Steel Framing Applications.
 - .4 CSSBI S5-04, Guide Specification for Wind Bearing Steel Studs.
- .5 Master Painters Institute (MPI)
 - .1 Architectural Painting Specification Manual - current edition.

1.2 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 [structural metal studs]and include product characteristics, performance criteria, physical size, finish and limitations.

1.3 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section with manufacturer's written instructions 01 61 00- Common Product Requirements.
- .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 indoors and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Store and protect structural metal studs from nicks, scratches, and blemishes.
 - .3 Protect steel studs during transportation, site storage and installation in accordance with CSSBI Sheet Steel Facts #3.
 - .4 Handle and protect galvanized materials from damage to zinc coating.
 - .5 Replace defective or damaged materials with new.

Part 2 Products

2.1 MATERIALS

- .1 Steel: to CAN/CSA S136, fabricated from ASTM A653/A653M, Grade 230 and 340 steel.
- .2 Zinc coated steel sheet: quality to ASTM A653/A653M, with Z275 and Z180 designation coating.
- .3 Aluminum-zinc alloy coated steel sheet: quality to ASTM A792/A792M, with AZM150 and AZM180 designation coating.
- .4 Welding materials: to CSAW59 and certified by Canadian Welding Bureau.
- .5 Hexagonal screws: pan head low profile head, self-drilling, self-tapping sheet metal screws, corrosion protected with minimum zinc coating thickness of 0.008 mm, length 20 mm long.
- .6 Anchors: concrete expansion anchors or other suitable drilled type fasteners.
- .7 Bolts, nuts, washers: hot dipped galvanized to ASTM A123/A123M, 380 and 600 g/m² zinc coating.
- .8 Touch up primer: zinc rich, to CAN/CGSB-1.181 MPI #18.

2.2 STEEL STUD DESIGNATIONS

- .1 Colour code: to CSSBI Technical Bulletin Vol.7, No. 2.

2.3 METAL FRAMING

- .1 Steel studs: to CAN/CSA S136, fabricated from metallic coated steel, depth as indicated.
 - .1 Minimum steel thickness of 0.84 mm.
- .2 Stud tracks: fabricated from same material and finish as steel studs, depth to suit.

- .1 Bottom track: single piece.
- .2 Top track: 2 piece telescoping.
- .3 Bridging: fabricated from same material and finish as studs, 38 x 12 x 1.09 mm minimum thickness.
- .4 Angle clips: fabricated from same material and finish as studs, 38 x 38 mm x depth of steel stud, 1.37 mm minimum thickness.
- .5 Tension straps and accessories: as recommended by manufacturer.

2.4 SOURCE QUALITY CONTROL

- .1 Ensure mill reports covering material properties are reviewed by Consultant

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 precast concrete installation in accordance with manufacturer's written instructions.
 - .1 Visually inspect substrate.
 - .2 Inform Consultant of unacceptable conditions immediately upon discovery.
 - .3 Proceed with installation only after unacceptable conditions have been remedied.

3.2 GENERAL

- .1 Weld in accordance with CSA W59.
- .2 Certification of companies: to CSA W47.1 for fusion welding CSA W55.3 for resistance welding.
- .3 Do structural metal stud framing work to CSSBI S5.

3.3 ERECTION

- .1 Erect components to requirements of reviewed shop drawings.
- .2 Anchor tracks securely to structure at 800 mm on centre maximum, unless lesser spacing prescribed on shop drawings.
- .3 Erect studs plumb, aligned and welded in accordance with manufacturer's recommendations securely attached with 2 screws minimum.
- .4 Seat studs into bottom tracks 2 piece telescoping top track.
- .5 Install 50 mm minimum telescoping track at top of walls where required to accommodate vertical deflection.
 - .1 Nest top track into deflection channel minimum of 30 mm and maximum of 40 mm.
 - .2 Do not fasten tracks together.

- .3 Stagger joints.
- .6 Install studs at not more than 50 mm from abutting walls, openings, and each side of corners and terminations with dissimilar materials.
- .7 Brace steel studs with horizontal internal bridging at 400 mm
 - .1 Fasten bridging to steel clips fastened to steel studs with screws or by welding.
- .8 Frame openings in stud walls to adequately carry loads by use of additional framing members and bracing as detailed on shop drawings.
- .9 Touch up welds with coat of zinc rich primer.

3.4 ERECTION TOLERANCES

- .1 Plumb: not to exceed 1/500th of member length.
- .2 Camber: not to exceed 1/1000th of member length.
- .3 Spacing: not more than +/- 3 mm from design spacing.
- .4 Gap between end of stud and track web: not more than 4 mm.

3.5 CUTOUTS

- .1 Maximum size of cutouts for services as follows:

Member Depth	Across Member Depth	Along Member Length	Centre to Centre Spacing (mm)
92	40 max.	105 max.	600 min.
102	40 max.	105 max.	600 min.
152	65 max.	115 max.	600 min.

- .2 Limit distance from centerline of last unreinforced cutout to end of member to less than 300 mm.

3.6 FIELD QUALITY CONTROL

- .1 Manufacturer's Field Services.

3.7 CLEANING

- .1 Progress Cleaning: clean in accordance with Section [01 74 11- Cleaning].
 - .1 Leave Work area clean at end of each day.

3.8 PROTECTION

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

END OF SECTION

**METAL FABRICATIONS
SECTION 05 50 00**

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 05 12 23 and 05 41 00

1.2 REFERENCE STANDARDS

- .1 ASTM International
 - .1 ASTM A53/A53M-07, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
 - .2 ASTM A269-08, Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
 - .3 ASTM A307-07b, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- .2 CSA International
 - .1 CSA G40.20/G40.21-04(R2009), General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
 - .2 CAN/CSA G164-M92(R2003), Hot Dip Galvanizing of Irregularly Shaped Articles.
 - .3 CSA S16-09, Design of Steel Structures.
 - .4 CSA W48-06, Filler Metals and Allied Materials for Metal Arc Welding (Developed in co-operation with the Canadian Welding Bureau).
 - .5 CSA W59-M03(R2008), Welded Steel Construction (Metal Arc Welding) Metric.
- .3 Environmental Choice Program
 - .1 CCD-047-98(R2005), Architectural Surface Coatings.
 - .2 CCD-048-98(R2006), Surface Coatings - Recycled Water-borne.
- .4 Green Seal Environmental Standards (GS)
 - .1 GS-11-2008, 2nd Edition, Paints and Coatings.
- .5 Health Canada / Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .6 The Master Painters Institute (MPI)
 - .1 Architectural Painting Specification Manual - current edition.

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Shop Drawings:

- .1 Submit drawings stamped and signed by professional engineer registered or licensed in Quebec, Canada.
- .2 Indicate materials, core thicknesses, finishes, connections, joints, method of anchorage, number of anchors, supports, reinforcement, details, and accessories.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section with manufacturer's written instructions and 01 61 00- Common Product Requirements.
- .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 and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Replace defective or damaged materials with new.

Part 2 Products

2.1 MATERIALS

- .1 Steel sections and plates: to CSA G40.20/G40.21, Grade 350W and 300W.
- .2 Steel pipe: to ASTM A53/A53M standard weight, black finish.
- .3 Welding materials: to CSA W59.
- .4 Welding electrodes: to CSA W48 Series.
- .5 Bolts and anchor bolts: to ASTM A307 and A325.
- .6 Grout: non-shrink, non-metallic, flowable, 15 MPa at 24 hours.

2.2 FABRICATION

- .1 Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured.
- .2 Use self-tapping shake-proof headed screws on items requiring assembly by screws or as indicated.
- .3 Where possible, fit and shop assemble work, ready for erection.
- .4 Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.
- .5 The Contractor shall take all necessary measures to protect against fire during welding work
- .6 Bolted connections must be made with 20mm \varnothing (3/4 " \varnothing) A325M bolts (unless otherwise stated). Each assembly should have a minimum of 2 bolts.

- .7 The anti seismic assemblies must be made in accordance with the standards in force with the loads and the information indicated in the table presented in the drawings.
- .8 Each of the steel column base plates shall be secured to the foundation concrete with 4 20mm \varnothing (3/4 " \varnothing) anchors unless noted otherwise.
- .9 The grout used between the column base plates and foundations shall be "non-shrink" with a minimum strength of 30 MPa.
- .10 Roof, Floor or Wall Opening: Contractor shall install L102x102x6.4 reinforcements around all openings. The position and dimensions of each opening shall be coordinated with the mechanical subcontractor.

2.3 FINISHES

- .1 Galvanizing: hot dipped galvanizing CAN/CSA-G164.
- .2 Shop coat primer: CISC/CPMA

2.4 ISOLATION COATING

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

2.5 SHOP PAINTING

- .1 Primer: 1-73A (1975) and 2-75 (1975)
- .2 Apply one shop coat of primer to metal items, with exception of galvanized or concrete encased items.
- .3 Use primer unadulterated, as prepared by manufacturer. Paint on dry surfaces, free from rust, scale, grease. Do not paint when temperature is lower than 7 degrees C.
- .4 Clean surfaces to be field welded; do not paint.

2.6 ANGLE LINTELS

- .1 Steel angles: galvanized, sizes indicated for openings. Provide 150 mm minimum bearing at ends.
- .2 Weld or bolt back-to-back angles to profiles as indicated.
- .3 Finish: shop painted.
 - .1 Primer: VOC limit 250 g/L maximum to GS-11 when applied onsite.

2.7 PIPE RAILINGS

- .1 Steel pipe: DN32

- .2 Galvanize exterior pipe railings after fabrication. Shop coat prime interior railings after fabrication.

2.8 CORNER GUARDS

- .1 Steel angle: L76x76x6.4 with anchors 20mm \varnothing at 400mm c/c min.
- .2 Galvanized finish for exterior, prime paint for interior.
 - .1 Primer: maximum VOC limit 250 g/L to GS-11 when applied onsite.

2.9 CHANNEL FRAMES

- .1 Fabricate frames from steel, sizes of channel and opening as indicated.
- .2 Weld channels together to form continuous frame for jambs and head of openings, sizes as indicated.
- .3 Finish: prime coat painted.

Part 3 Execution

3.1 EXAMINATION

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

3.2 ERECTION

- .1 Do welding work in accordance with CSA W59 unless specified otherwise.
- .2 Erect metalwork square, plumb, straight, and true, accurately fitted, with tight joints and intersections.
- .3 Provide suitable means of anchorage acceptable to Consultant such as dowels, anchor clips, bar anchors, expansion bolts and shields, and toggles.
- .4 Exposed fastening devices to match finish and be compatible with material through which they pass.
- .5 Supply components for work by other trades in accordance with shop drawings and schedule.
- .6 Weld field connection or by Make field connections with bolts to CSA S16.
- .7 Deliver items over for casting into concrete and building into masonry together with setting templates to appropriate location and construction personnel.
- .8 Touch-up rivets, field welds, bolts and burnt or scratched surfaces with primer after completion of:

- .1 Primer: maximum VOC limit 250 g/L to GS-11.
- .9 Touch-up galvanized surfaces with zinc rich primer where burned by field welding.
 - .1 Primer: maximum VOC limit 250 g/L to GS-11.
- 3.3 PIPE RAILINGS**
 - .1 Install pipe railings to stairs.
 - .2 Set railing standards in concrete.
- 3.4 CORNER GUARDS**
 - .1 Install corner guards in locations as indicated.
- 3.5 CHANNEL FRAMES**
 - .1 Install steel channel frames to openings as indicated.
- 3.6 CLEANING**
 - .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
 - .1 Leave Work area clean at end of each day.
- 3.7 PROTECTION**
 - .1 Protect installed products and components from damage during construction.
 - .2 Repair damage to adjacent materials caused by metal fabrications installation.

END OF SECTION

**COMMON WORK RESULTS FOR PLUMBING
SECTION 22 05 00**

Part 1 General

1.1 RELATED REQUIREMENTS

The contractor shall provide all materials, equipment and manpower for the realization of the work generally described on drawings #5446-M1/2, and #5446-M2/2, dated 2017-03-01, including mainly :

- 1 - Implantation of a modular surface drainage trench with 3 sections of one meter long and a modular catch basin of 500 mm diameter.
- 2 - Underground connection to existing floor drain

1.2 REFERENCE STANDARDS

CNRC – Plumbing National Code – latest edition

1.3 DOCUMENTS / SAMPLES TO BE SUBMITTED FOR APPROVAL / INFORMATION

SHOP DRAWINGS

The contractor will supply shop drawings and installation guide

1.4 DRAWINGS AS BUILT

The contractor will provide "DRAWINGS AS BUILT" at the end of the work.

1.5 TRANSPORT, STORAGE AND HANDLING

- .1 Store materials and equipment in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.

Part 2 Products

2.1 HAURATON RECYFIX NC MODULAR DRAINAGE SYSTEM (Armtec)

- .1 Trench drain body

The trench drain shall be tested for water-tightness and load-testes to E600kN in accordance with the international standard EN 1433:2002

The trench drain body shall be formed from high-grade polypropylene (PP) for strength, durability and superior chemical/corrosion resistance. PP compound material shall include 2% or more carbon black for enhanced UV stability and resistance.

Trench drain units shall be constant depth and supplied in 1.0m lengths; with a clear opening width of 100mm. The trench drain shall have a "U-shaped" profile for efficient hydraulics and self-cleaning properties.

The trench drain body shall incorporate ribbing and concrete anchors for added structural integrity, with pre-formed sections for flexible connection to underground pipe-work and services.

The trench drain body shall include an integral polypropylene edge for structural rigidity, durability, corrosion resistance and aesthetics.

Trench drain units shall incorporate male-female end profiles for simple and precise connection.

2. Grates

Grate type shall be slotted design in ductible iron GJS 500-7, tested to load class E600kN according to EB 1433:2002

Grates shall be 500 mm long with 10 mm openings

The grates shall be secured to channel edge-frame eight M8x30 bolts per meter length

Part 3 Execution

3.1

- .1 Connection to the underground pipe network shall be via a Modular Catch Basin.
- .2 The system shall be installed in accordance with manufacturer's guidelines, and the work carried out as specified by the project engineer and in accordance with recognised good practice.

3.2 CLEANING

- .1 Clean at the end of each shift.
- .2 Dispose of all surplus materials, waste, etc ... and perform a final cleaning of all equipment.

END OF SECTION

**MONOBLOC EXTRACTION VENTILATORS, WALL AND ROOF TYPE
SECTION 23 34 25**

Part 1 GENERAL

1.1 RELATED REQUIREMENTS

The contractor shall provide all materials, equipment and manpower for the realization of the work generally described on drawings #5446-M1/2 and M2/2, dated 2017-03-01, including mainly:

- 1 - Installation of a nitrogen dioxide and carbon monoxide detection system.
- 2 - Installation of a wall exhausts fan as well as a motorized fresh air intake.
- 3 - Resupport existing ventilation conduit from roof.

1.2 REFERENCE STANDARDS

- .1 American National Standards Institute/Air Movement and Control Association (ANSI/AMCA)
 - .1 ANSI/AMCA Standard 99-2010, Standards Handbook.
 - .2 ANSI/AMCA Standard 210-2007/ANSI/ASHRAE 51-07, Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
 - .3 ANSI/AMCA Standard 300-2008, Reverberant Room Method for Sound Testing of Fans.
 - .4 ANSI/AMCA Standard 301-1990, Methods for Calculating Fan Sound Ratings from Laboratory Test Data.

1.3 DOCUMENTS / SAMPLES TO BE SUBMITTED FOR APPROVAL / INFORMATION.

- .1 Technical data sheets
 - .1 Submit the required technical data sheets and manufacturer's instructions and documentation for wall fan. The data sheets must indicate the characteristics of the products, the performance criteria, the dimensions, the limits and the finish.
- .2 Shop drawings
 - .1 Shop drawings shall include or indicate the following.
 - .1 The characteristic curves of the fans, with indication of the prescribed operating point.
 - .2 Sound levels

1.4 TRANSPORT, STORAGE AND HANDLING

- .1 Transport, storage and handling of materials and equipment in accordance with manufacturer's recommendations.
- .2 Delivery and acceptance: deliver materials and equipment to the site in their original packaging, which must bear a label indicating the name and address of the manufacturer.
- .3 Storage and Handling

- .1 Store materials and equipment in a clean, dry, well ventilated area, as recommended by the manufacturer.
- .2 Store wall exhaust fans to protect them against marks and scratches.
- .3 Replace damaged materials and equipment with new materials and equipment.

Part 2 Product

3.1 SYSTEM DESCRIPTION

- .1 Performance Requirements
 - .1 Technical data from the manufacturers' documentation must be reliable data, confirmed by tests carried out by the manufacturers themselves, or on their behalf by independent laboratories, and certifying the conformity of the elements with the requirements of the codes and standards in force.
 - .2 Characteristics of the equipment: flow, pressure, dimensions and design, bhp, W, mechanical, and sound level.
- .2 Fans: balanced statically and dynamically, and built according to ANSI / AMCA 99.

2.2 WALL EXHAUST FAN

- .1 Axial monoblock fans with direct drive.
 - .1 Envelope made of embossed aluminum, housing a motor and a fan mounted on a resilient support.
 - .2 Aluminum avia)wire mesh of 2.0 mm diameter, with mesh of 12 mm.
 - .3 Aluminum anti-backflow damper, automatic, with gasket.
 - .4 Switch mounted inside the casing.
 - .5 Screws and fixing bolts cadmium.

Part 3 Execution

3.1 INSPECTION

- .1 Verification of conditions: Before installing the wall and roof exhaust fans, ensure that the condition of surfaces / supports previously implemented under other sections or contracts is acceptable and permits to carry out the work in accordance with the manufacturer's written instructions.
 - .1 Visually inspect surfaces / supports in the presence of Consultant.
 - .2 Immediately notify Consultant of any unacceptable condition identified.
 - .3 Begin installation work only after correcting unacceptable conditions and received written approval from Consultant.

3.2 INSTALLATION

- .1 Install the exhaust fans according to the manufacturer's instructions.

3.3 ANCHOR BOLTS AND ASSEMBLY TEMPLATES

- .1 Use anchor bolts of appropriate size to resist seismic stress

3.4 CLEANING

- .1 Clean at the end of each shift.
- .2 Dispose of all surplus materials, waste, etc ... and perform a final cleaning of all equipment.

END OF SECTION

**ELECTRICITY – GENERAL REQUIREMENTS FOR THE COMPLETION OF THE WORK
SECTION 26 05 00**

Partie 1 General

1.1 REFERENCE STANDARDS

.1 CSA Group

- .1 Canadian Electrical Code, Part 1 (22nd Edition), Electrical Safety Standards.

1.2 SCOPE OF WORK

Provide all materials, equipment and labor for the work described in drawings # 5446-E1/2 and #5446-E2/2, dated 2017-03-01:

- .1 Dismantling and disposition of all equipment, lighting fixtures, conduits, cables etc... no longer requires with new layout. Disconnection and reconnection of equipment, motors, etc... which must be relocated.
- .2 Relocalisation of equipment, conduits, cables, etc... necessary to enlarge the overhead exterior door of garage #1
- .3 Relocalisation of equipment, conduits, cables, etc... necessary to enlarge the opening between garage #2 and mechanical existing room.
- .4 Implantation of electrical outlets and connections for the construction of a new wall between garage #1 and garage #2
- .5 Implantation of new lighting system, electrical outlets, heating system etc... described on drawing #5446-M2./2, dated 2017-03-01
- .6 Connection of 2 overhead garage doors, ventilation system and CO/NO₂ control system

1.3 DOCUMENTS / SAMPLES TO BE SUBMITTED FOR APPROVAL / INFORMATION

- .1 Submit shop drawings of all electrical equipment in electronic form
- .2 Submit the characteristics of all components of the electrical circuits (ducts, wiring, fitting box, etc.)

1.4 DOCUMENTS / ELEMENTS TO BE COMPLETED AT THE COMPLETION OF THE WORK

- .1 "As built" drawings
- .2 Operating instructions for all electrical systems

1.5 TRANSPORT, STORAGE AND HANDLING

- .1 During demolition, the contractor shall protect and then store all equipment to be relocated.
- .2 All materials to be incorporated into this project shall be stored in a dry and vandal-free location.
- .3 All unused material shall be disposed of from the site and shall be disposed of by the contractor in accordance with all applicable regulations.

Partie 2 Products

2.1 MATERIALS

- .1 All products must be CSA approved.

2.2 IDENTIFICATION OF EQUIPMENT

- .1 For the labeling of electrical appliances, use (labels) (nameplates) conforming to the following requirements
- .1 Nameplates: laminate plastic, engraved to the core of the plate white, [mechanically fastened with tapping screws black.
 - .2 Format as shown in the table below.

INDICATOR PLATE FORMAT			
Format 1	10 mm x 50 mm	1 line	Letters 3 mm high

2.3 WIRING IDENTIFICATION

- .1 Both ends of the phase conductors of each artery and branch circuit shall be permanently and indelibly marked with a plastic ribbon.
- .2 Each output (sockets, lighting, etc ...) will have an identification of the circuit feeding it

2.4 IDENTIFICATION OF CONDUITS AND CABLES

- .1 Use a color code to conduits, boxes and metal sheathed cables.
- .2 Apply plastic tape or paint as a means of marking on cables or conduits every 15 m and through walls, ceilings and floors.
- .3 Base color strips shall be 25 mm wide and complementary colors shall be 20 mm wide.

Type	Basic color	Additional color
Up to 250 V	yellow	
Up to 600 V	yellow	green
Up to 5 kV	yellow	blue
Up to 15 kV	yellow	red
Phone	green	
Other communication networks	green	blue
Fire alarm	red	
Emergency communication	red	blue
Other safety systems	red	yellow

Partie 3 Execution

3.1 INSPECTION

- .1 Verification of conditions: before proceeding with installation

- .1 Prior to beginning of work, contractor, engineer and departmental representative will conduct a survey to identify any unanticipated conditions that may affect the site
- .2 Work will not begin until all unacceptable conditions are accepted by all parties.

3.2 INSTALLATION

- .1 Unless otherwise indicated, complete the entire installation in accordance with CSA C22.1.
- .2 Unless otherwise specified, install overhead and underground systems in accordance with CAN / CSA-C22.3 No. 1.

3.3 LABELS, NAMEPLATES AND MATERIALS

- .1 Ensure that CSA labels, nameplates and rating plates are visible and legible after installation.

3.4 INSTALLATION OF CONDUITS AND CABLES

- .1 Install conduits and sleeves prior to pouring concrete.
 - .1 Concrete Sleeves: Plastic pipe with a diameter to permit free passage of the conduit and exceeding the concrete surface by 50 mm from each side.
- .2 When using plastic sleeves for wall or floor crossings with a fire-resistance rating, remove them before installing the conduit.
- .3 Install cables, conduits, and fittings to be embedded or plastered by carefully placing them against the building structure so as to minimize the thickness of the frame.

3.5 LOCATION OF OUTPUTS AND ELECTRICAL OUTLETS

- .1 Place outputs and outlets in accordance with plans.
- .2 Do not install outputs and power outlets back to back in a wall; Allow a horizontal clearance of at least 150 mm between the boxes.
- .3 The location of the outputs and outlets may be changed at no additional charge or credit, provided that the movement does not exceed 3000 mm and notice is given prior to installation.
- .4 Place light switches near doors on handle side.

3.6 MOUNTING HEIGHTS

- .1 Unless otherwise specified or stated, measure the mounting height of the material from the surface of the sheathed floor to its axis.
- .2 In cases where mounting height is not indicated, check with competent persons before starting installation.
- .3 Unless otherwise specified, install equipment at height shown below.
 - .1 Light switches: 1400mm.
 - .2 Wall outlets
 - .1 In general : 300mm.
 - .2 Above continuous baseboard heaters : 200mm.

- .3 Above a worktop or its backsplash: 175 mm.
- .4 In mechanical installations: 1400mm.

3.7 COORDINATION OF PROTECTIVE DEVICES

- .1 Ensure that circuit protective devices such as overcurrent trip units, relays and fuses are installed, that they are of the required size and that they are set to the required values.

3.8 START-UP OF THE INSTALLATION

- .1 Instruct Consultant, Operating Staff and Ministry Representative of the operation and maintenance procedures of the installation, its equipment and components.

3.9 CLEANING

- .1 Contractor must maintain site very clean at end of each shift.
- .2 Upon completion of the work, the contractor shall clean all equipment and adjacent surfaces.

END OF SECTION

AGGREGATE MATERIALS
SECTION 31 05 16

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 31 23 33 01

1.2 REFERENCE STANDARDS

- .1 ASTM International
 - .1 ASTM D4791-[10], Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.
- .2 U.S. Environmental Protection Agency (EPA)/Office of Water
 - .1 EPA 832/R-92-005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

1.3 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 aggregate materials and include product characteristics, performance criteria, physical size, finish and limitations.

1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with manufacturer's written instructions.
- .2 Transportation and Handling: handle and transport aggregates to avoid segregation, contamination and degradation.
- .3 Storage: store washed materials or materials excavated from underwater 24 hours minimum to allow free water to drain and for materials to attain uniform water content.

Part 2 Products

2.1 MATERIALS

Type 1 Backfill : crushed stone mg-20 (DB) / mg-112 (DB)

- .1 Aggregate quality: sound, hard, durable material free from soft, thin, elongated or laminated particles, organic material, clay lumps or minerals, free from adherent coatings and injurious amounts of disintegrated pieces or other deleterious substances.
- .2 Flat and elongated particles of coarse aggregate: to ASTM D4791.
 - .1 Greatest dimension to exceed 5 times least dimension.
- .3 Fine aggregates satisfying requirements of applicable section to be one, or blend of following:

- .1 Screenings produced in crushing of quarried rock, boulders, gravel or slag.
- .2 Reclaimed asphalt pavement.
- .3 Reclaimed concrete material.
- .4 Coarse aggregates satisfying requirements of applicable section to be one of or blend of following:
 - .1 Crushed rock.
 - .2 Gravel and crushed gravel composed of naturally formed particles of stone.
 - .3 Light weight aggregate, including slag and expanded shale.
 - .4 Reclaimed asphalt pavement.
 - .5 Reclaimed concrete material.

2.2 SOURCE QUALITY CONTROL

- .1 If materials from proposed source do not meet, or cannot reasonably be processed to meet, specified requirements, locate alternative source.
- .2 Acceptance of material at source does not preclude future rejection if it fails to conform to requirements specified, lacks uniformity, or if its field performance is found to be unsatisfactory.

Part 3 Execution

3.1 EXAMINATION

- .1 Verification of Conditions: verify that conditions are acceptable for topsoil stripping.
 - .1 Visually inspect substrate.
 - .2 Inform Consultant of unacceptable conditions immediately upon discovery.
 - .3 Proceed with topsoil stripping. only after unacceptable conditions have been remedied.

3.2 PREPARATION

- .1 Topsoil stripping:
 - .1 Do not handle topsoil while in wet or frozen condition or in any manner in which soil structure is adversely affected.
 - .2 Begin topsoil stripping of areas as indicated after area has been cleared of weeds grasses brush and removed from site.
 - .3 Strip topsoil to depths as indicated. Avoid mixing topsoil with subsoil.
 - .4 Stockpile in locations as indicated. Stockpile height not to exceed 2m.
- .2 Aggregate source preparation:
 - .1 Prior to excavating materials for aggregate production, clear and grub area to be worked, and strip unsuitable surface materials. Dispose of cleared, grubbed and unsuitable materials.
 - .2 Where clearing is required, leave screen of trees between cleared area and roadways as directed.

- .3 Clear, grub and strip area ahead of quarrying or excavating operation sufficient to prevent contamination of aggregate by deleterious materials.
- .4 When excavation is completed dress sides of excavation to nominal 1.5:1 slope, and provide drains or ditches as required to prevent surface standing water.
- .5 Trim off and dress slopes of waste material piles and leave site in neat condition.
- .6 Provide silt fence or other means to prevent contamination of existing watercourse or natural wetland features.
- .3 Processing:
 - .1 Process aggregate uniformly using methods that prevent contamination, segregation and degradation.
- .4 When operating in stratified deposits use excavation equipment and methods that produce uniform, homogeneous aggregate gradation.
- .5 Where necessary, screen, crush, wash, classify and process aggregates with suitable equipment to meet requirements.
 - .1 Use only equipment approved in writing by Consultant.
- .6 Stockpiling:
 - .1 Stockpile aggregates on site in locations as indicated unless directed otherwise by Consultant. Do not stockpile on completed pavement surfaces.
 - .2 Stockpile aggregates in sufficient quantities to meet project schedules.
 - .3 Stockpiling sites to be level, well drained, and of adequate bearing capacity and stability to support stockpiled materials and handling equipment.
 - .4 Except where stockpiled on acceptably stabilized areas, provide compacted sand base not less than 300mm in depth to prevent contamination of aggregate. Stockpile aggregates on ground but do not incorporate bottom 300mm of pile into Work.
 - .5 Separate different aggregates by strong, full depth bulkheads, or stockpile far enough apart to prevent intermixing.
 - .6 Do not use intermixed or contaminated materials. Remove and dispose of rejected materials as directed within 48 hours of rejection.
 - .7 Stockpile materials in uniform layers of thickness as follows:
 - .1 Maximum [1.5]m for coarse aggregate and base course materials.
 - .2 Maximum [1.5]m for fine aggregate and sub-base materials.
 - .3 Maximum [1.5]m for other materials.
 - .8 Uniformly spot-dump aggregates delivered to stockpile in trucks and build up stockpile as specified.
 - .9 Do not cone piles or spill material over edges of piles.
 - .10 Do not use conveying stackers.
 - .11 During winter operations, prevent ice and snow from becoming mixed into stockpile or in material being removed from stockpile.

3.3 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
 - .1 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 Leave aggregate stockpile site in tidy, well drained condition, free of standing surface water.

END OF SECTION

EXCAVATING, TRENCHING AND BACKFILLING
SECTION 31 23 33.01

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 31 05 16

1.2 MEASUREMENT PROCEDURES

- .1 Excavated materials will be measured in cubic metres in their original location.
 - .1 Common excavation quantities measured will be actual volume removed within following limits:
 - .1 Width for trench excavation as indicated.
 - .2 Width for excavation for structures as indicated.
 - .3 Depth from ground elevation immediately prior to excavation, to elevation as indicated.
 - .2 Backfilling to authorized excavation limits will be measured in cubic metres compacted in place for each type of material specified.
 - .3 Placing and spreading of topsoil will be measured for payment in cubic metres calculated from cross sections taken in area of excavation from original location.

1.3 REFERENCE STANDARDS

- .1 American Society for Testing and Materials International (ASTM)
 - .1 ASTM C117-04, Standard Test Method for Material Finer than 0.075 mm (No.200) Sieve in Mineral Aggregates by Washing.
 - .2 ASTM C136-05, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - .3 ASTM D422-63 2002, Standard Test Method for Particle-Size Analysis of Soils.
 - .4 ASTM D698-00ae1, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³).
 - .5 ASTM D1557-02e1, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³) (2,700 kN-m/m³).
 - .6 ASTM D4318-05, Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- .2 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-8.1-88, Sieves, Testing, Woven Wire, Inch Series.
 - .2 CAN/CGSB-8.2-M88, Sieves, Testing, Woven Wire, Metric.

- .3 Canadian Standards Association (CSA International)
 - .1 CAN/CSA-A3000-03, Cementitious Materials Compendium (Consists of A3001, A3002, A3003, A3004 and A3005).
 - .1 CSA-A3001-03, Cementitious Materials for Use in Concrete.
 - .2 CSA-A23.1/A23.2-04, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
- .4 U.S. Environmental Protection Agency (EPA)/Office of Water
 - .1 EPA 832R92005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

1.4 DEFINITIONS

- .1 Excavation classes: two classes of excavation will be recognized; common excavation and rock excavation.
 - .1 Rock: solid material in excess of 1.00 m³ and which cannot be removed by means of heavy duty mechanical excavating equipment with 0.95 to 1.15 m³ bucket. Frozen material not classified as rock.
 - .2 Common excavation: excavation of materials of whatever nature, which are not included under definitions of rock excavation.
- .2 Unclassified excavation: excavation of deposits of whatever character encountered in Work.
- .3 Topsoil:
 - .1 Material capable of supporting good vegetative growth and suitable for use in top dressing, landscaping and seeding.
 - .2 Material reasonably free from subsoil, clay lumps, brush, objectionable weeds, and other litter, and free from cobbles, stumps, roots, and other objectionable material larger than 1 inch 25 millimeters in any dimension.
- .4 Waste material: excavated material unsuitable for use in Work or surplus to requirements.
- .5 Borrow material: material obtained from locations outside area to be graded, and required for construction of fill areas or for other portions of Work.
- .6 Recycled fill material: material, considered inert, obtained from alternate sources and engineered to meet requirements of fill areas.
- .7 Unsuitable materials:
 - .1 Weak, chemically unstable, and compressible materials.
 - .2 Frost susceptible materials:
 - .1 Fine grained soils with plasticity index less than 10 when tested to ASTM D4318, and gradation within limits specified when tested to ASTM C136 ASTM D422: Sieve sizes to CAN/CGSB-8.1 CAN/CGSB-8.2.

.2 Table:

Sieve Designation	% Passing
2.00 mm	[100]
0.10 mm	[45 - 100]
0.02 mm	[10 - 80]
0.005 mm	[0 - 45]

.3 Coarse grained soils containing more than 20% by mass passing 0.075 mm sieve.

- .8 Unshrinkable fill: very weak mixture of cement, concrete aggregates and water that resists settlement when placed in utility trenches, and capable of being readily excavated.

1.5 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Make submittals in accordance with Section 01 33 00- Submittal Procedures.
.2 Quality Control: in accordance with Section 01 45 00- Quality Control:

1.6 EXISTING CONDITIONS

- .1 Buried services:
- .1 Before commencing work verify location of buried services on and adjacent to site.
 - .2 Arrange with appropriate authority for relocation of buried services that interfere with execution of work: pay costs of relocating services.
 - .3 Remove obsolete buried services within 2 m of foundations: cap cut-offs.
 - .4 Size, depth and location of existing utilities and structures as indicated are for guidance only. Completeness and accuracy are not guaranteed.
 - .5 Prior to beginning excavation Work, notify applicable Consultant authorities having jurisdiction establish location and state of use of buried utilities and structures.
 - .6 Confirm locations of buried utilities by careful test excavations.
 - .7 Maintain and protect from damage, water, sewer, gas, electric, telephone and other utilities and structures encountered.
 - .8 Where utility lines or structures exist in area of excavation, obtain direction of Consultant re-routing.
 - .9 Record location of maintained, re-routed and abandoned underground lines.
 - .10 Confirm locations of recent excavations adjacent to area of excavation.
- .2 Existing buildings and surface features:
- .1 Conduct, with Consultant, condition survey of existing buildings, trees and other plants, lawns, fencing, service poles, wires, rail tracks, pavement, survey bench marks and monuments which may be affected by Work.
 - .2 Protect existing buildings and surface features from damage while Work is in progress. In event of damage, immediately make repair as directed by Consultant.
 - .3 Where required for excavation, cut roots or branches in accordance with Consultant.

Part 2 Products

2.1 MATERIALS

- .1 Type 1 and Type 2 fill: properties to Section [31 05 16- Aggregate Materials]and the following requirements:
 - .1 Crushed, pit run or screened stone, gravel or sand.
 - .2 Gradations to be within limits specified when tested to ASTM C117 ASTM C136. Sieve sizes to CAN/CGSB-8.1 CAN/CGSB-8.2.
 - .3 Table:

Sieve Designation	% Passing	
Type 1	Type 2	
75 mm	-	[100]
50 mm	-	-
37.5 mm	-	-
25 mm	[100]	-
19 mm	[75-100]	-
12.5 mm	-	-
9.5 mm	[50-100]	-
4.75 mm	[30-70]	[22-85]
2.00 mm	[20-45]	-
0.425 mm	[10-25]	[5-30]
0.180 mm	-	-
0.075 mm	[3-8]	[0-10]

- .2 Type 3 fill: selected material from excavation or other sources, approved by [DCC Representative] [Consultant] [Departmental Representative]for use intended, unfrozen and free from rocks larger than [75]mm, cinders, ashes, sods, refuse or other deleterious materials.

Part 3 Execution

3.1 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.2 SITE PREPARATION

- .1 Remove obstructions, ice and snow, from surfaces to be excavated within limits indicated.
- .2 Cut pavement or sidewalk neatly along limits of proposed excavation in order that surface may break evenly and cleanly.

3.3 PREPARATION/PROTECTION

- .1 Protect existing features.
- .2 Keep excavations clean, free of standing water, and loose soil.
- .3 Where soil is subject to significant volume change due to change in moisture content, cover and protect to Consultant approval.
- .4 Protect natural and man-made features required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage.
- .5 Protect buried services that are required to remain undisturbed.

3.4 STRIPPING OF TOPSOIL

- .1 Begin topsoil stripping of areas as indicated after area has been cleared of weeds grasses brush and removed from site.
- .2 Strip topsoil to depths as indicated.
 - .1 Do not mix topsoil with subsoil.
- .3 Stockpile in locations as indicated.
 - .1 Stockpile height not to exceed 2 m and should be protected from erosion.
- .4 Dispose of unused topsoil to location as indicated by Consultant.

3.5 STOCKPILING

- .1 Stockpile fill materials in areas designated by Consultant.
 - .1 Stockpile granular materials in manner to prevent segregation.
- .2 Protect fill materials from contamination.
- .3 Implement sufficient erosion and sediment control measures to prevent sediment release off construction boundaries and into water bodies.

3.6 COFFERDAMS, SHORING, BRACING AND UNDERPINNING

- .1 Maintain sides and slopes of excavations in safe condition by appropriate methods and in accordance with [Section [01 35 29.06- Health and Safety Requirements]] [Health and Safety Act for the Province of Quebec].
 - .1 Where conditions are unstable, Consultant to verify and advise methods.

3.7 DEWATERING AND HEAVE PREVENTION

- .1 Keep excavations free of water while Work is in progress.
- .2 Protect open excavations against flooding and damage due to surface run-off.
- .3 Dispose of water in manner not detrimental to public and private property, or portion of Work completed or under construction.
 - .1 Provide and maintain temporary drainage ditches and other diversions outside of excavation limits.

- .4 Provide flocculation tanks, settling basins, or other treatment facilities to remove suspended solids or other materials before discharging to storm sewers, watercourses or drainage areas.

3.8 EXCAVATION

- .1 Advise Consultant at least 7 days in advance of excavation operations for initial cross sections to be taken.
- .2 Excavate to lines, grades, elevations and dimensions as indicated Consultant.
- .3 Remove [walks] [demolished foundations and rubble paving masonry concrete and other obstructions encountered during excavation.
- .4 Excavation must not interfere with bearing capacity of adjacent foundations.
- .5 Do not disturb soil within branch spread of trees or shrubs that are to remain.
 - .1 If excavating through roots, excavate by hand and cut roots with sharp axe or saw.
- .6 Keep excavated and stockpiled materials safe distance away from edge of trench as directed by Consultant.
- .7 Restrict vehicle operations directly adjacent to open trenches.
- .8 Dispose of surplus and unsuitable excavated material in approved location on site.
- .9 Do not obstruct flow of surface drainage or natural watercourses.
- .10 Earth bottoms of excavations to be undisturbed soil, level, free from loose, soft or organic matter.
- .11 Notify Consultant when bottom of excavation is reached.
- .12 Obtain Consultant approval of completed excavation.
- .13 Remove unsuitable material from trench bottom including those that extend below required elevations to extent and depth as directed by Consultant.
- .14 Correct unauthorized over-excavation as follows:
 - .1 Fill under other areas with Type 2 fill compacted to not less than 95% of corrected Standard Proctor maximum dry density.
- .15 Hand trim, make firm and remove loose material and debris from excavations.
 - .1 Where material at bottom of excavation is disturbed, compact foundation soil to density at least equal to undisturbed soil.
 - .2 Clean out rock seams and fill with concrete mortar or grout to approval of Consultant.
- .16 Install geotextiles.
- .17 The Contractor will be responsible for ensuring that future foundations are supported on undisturbed soil with a minimum net bearing capacity of 100 KPa. Otherwise, he must notify the Engineer as well as the author of the soil study to find a solution.

- .18 The undisturbed soil under the new foundations must be inspected before any concrete pours by a soil-testing laboratory for approval. The laboratory must provide the report of their visit to the Engineer.
- .19 Excavation work must be safe at all times. They should never have slopes that are unstable or inconsistent with the recommendations of the geotechnical study or the current standards in force. They must never jeopardize the stability or structural integrity of the neighbouring elements (foundation, building, paving, traffic lane, etc.) of this land or neighbouring land. The contractor must provide and install all necessary temporary supports (shoring in compliance with CSST and signed by an engineer member of the OIQ, etc.) to maintain the stability of the existing elements.
- .20 Les fonds d'excavation devront être protégés du gel en tout temps durant les travaux.
- .21 All backfilling work must be carried out in accordance with the recommendations of the geotechnical study and all applicable standards in force. They must be carried out under the supervision of a soil laboratory to check the quality of the materials, the compaction and the quality of the work. The laboratory must provide its report (following its analyzes) to the Engineer.
- .22 Unless specified otherwise, all embankments shall be of the MG-20 type, non-gelif, with no swelling potential (DB certified), placed in successive layers up to 300 mm (12 inches) thick and compacted at 95 % Of Proctor Index Modified. The Contractor shall demonstrate the conformity of the embankment materials used to the Engineer prior to commencement of the work
- .23 .Backfilling and compaction work must be carried out with care to maintain the stability and structural integrity of neighbouring elements (existing or new foundation, paving, etc.) of this land or neighbouring land.

3.9 FILL TYPES AND COMPACTION

- .1 Use types of fill as indicated or specified below. Compaction densities are percentages of maximum densities obtained from ASTM D698 ASTM D1557 in accordance with Section 31 05 10- Corrected Maximum Dry Density for Fill.
 - .1 Exterior side of perimeter walls: use Type 3 fill to subgrade level. Compact to 95% of corrected maximum dry density.
 - .2 Within building area: use Type 2 to underside of base course for floor slabs. Compact to 95% of corrected maximum dry density.
 - .3 Under concrete slabs: provide 300mm compacted thickness base course of Type 1 fill to underside of slab. Compact base course to 95%.

3.10 BACKFILLING

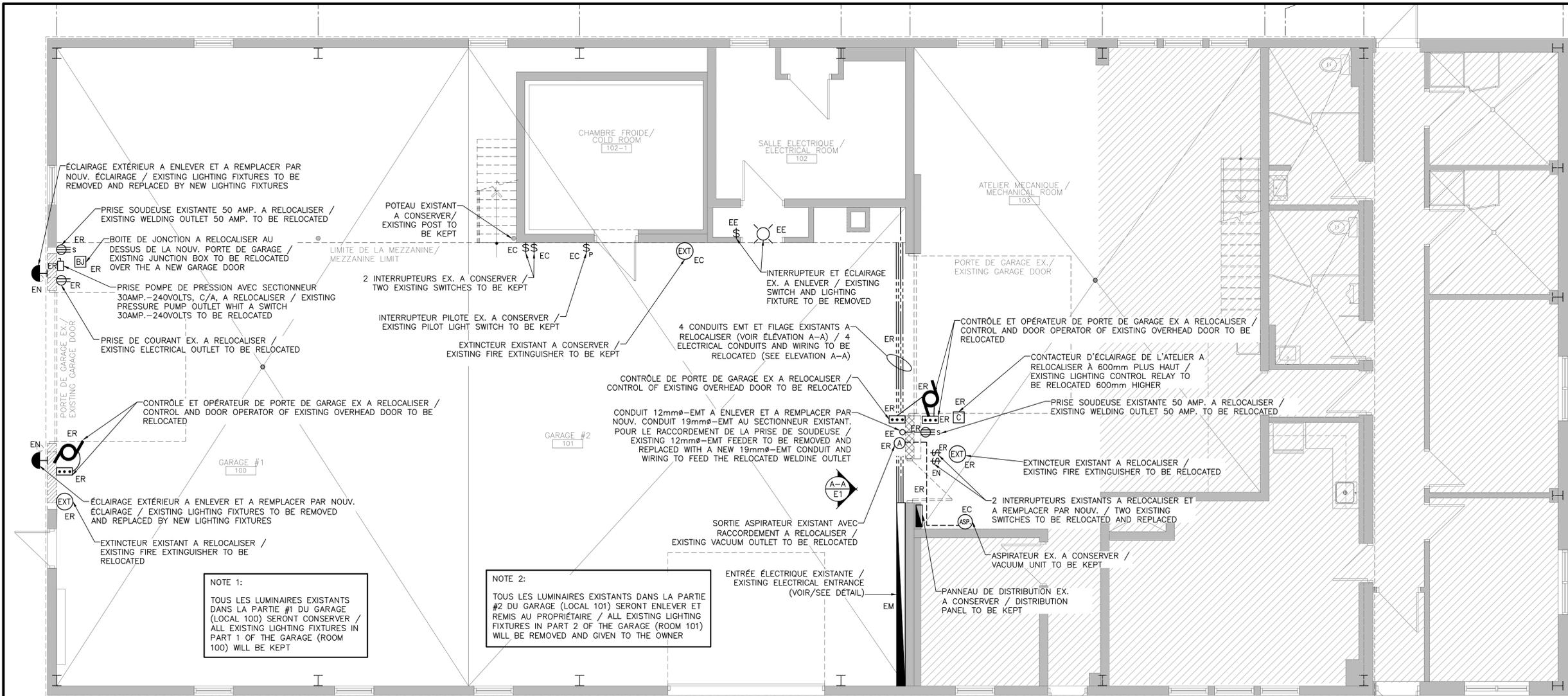
- .1 Do not proceed with backfilling operations until completion of following:
 - .1 Consultant has inspected and approved installations.
 - .2 Consultant has inspected and approved of construction below finish grade.
 - .3 Removal of concrete formwork.

- .4 Removal of shoring and bracing; backfilling of voids with satisfactory soil material.
- .2 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
- .3 Do not use backfill material which is frozen or contains ice, snow or debris.
- .4 Place backfill material in uniform layers not exceeding 300 mm compacted thickness up to [grades indicated]. Compact each layer before placing succeeding layer.
- .5 Backfilling around installations:
 - .1 Place bedding and surround material as specified elsewhere.
 - .2 Do not backfill around or over cast-in-place concrete within 72 hours after placing of concrete.
 - .3 Place layers simultaneously on both sides of installed Work to equalize loading. Difference not to exceed 0.6 m.
 - .4 Where temporary unbalanced earth pressures are liable to develop on walls or other structures:
 - .1 Permit concrete to cure for minimum 14 days or until it has sufficient strength to withstand earth and compaction pressure and approval obtained from Consultant.

3.11 RESTORATION

- .1 Replace topsoil as indicated by Consultant.
- .2 Reinstate lawns to elevation which existed before excavation.
- .3 Clean and reinstate areas affected by Work as directed by Consultant.
- .4 Protect newly graded areas from traffic and erosion and maintain free of trash or debris.

END OF SECTION



LÉGENDE	
SYMBOLS	DESCRIPTIONS
EC	EXISTANT A CONSERVER / EXISTING TO BE KEPT
EE	EXISTANT A ENLEVER / EXISTING TO BE REMOVED
ER	EXISTANT A RELOCALISÉ / EXISTING TO BE RELOCATED
EM	EXISTANT A MODIFIER / EXISTING TO BE MODIFIED
EN	EXISTANT A REMPLACER PAR UN NOUVEAU / EXISTING TO BE REPLACED
R	RELOCALISÉ / RELOCATED
N	NOUVEAU / NEW
—	MUR EXISTANT / EXISTING WALL
---	MUR À DÉMOLIR / WALL TO BE DEMOLISHED
---	NOUVEAU MUR / NEW WALL

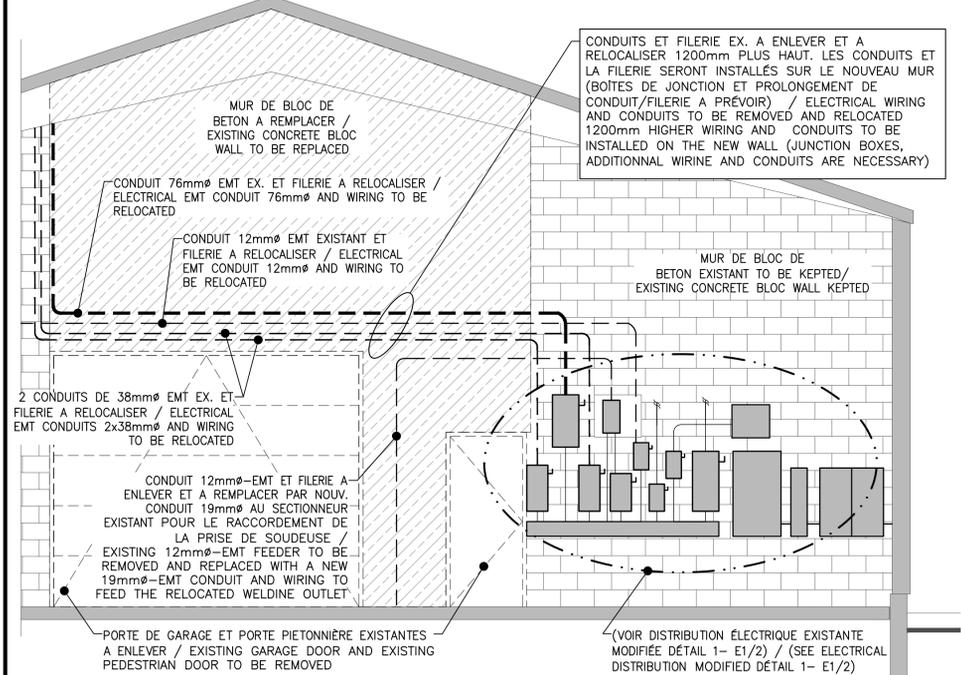


31-03-2017	01	ÉMIS POUR SOUMISSION/ISSUE FOR QUOTATION	A.P.
01-03-2017	00	APPROBATION 90%	A.P.
DATE	NO	REVISION/REVISION	PAR/BY

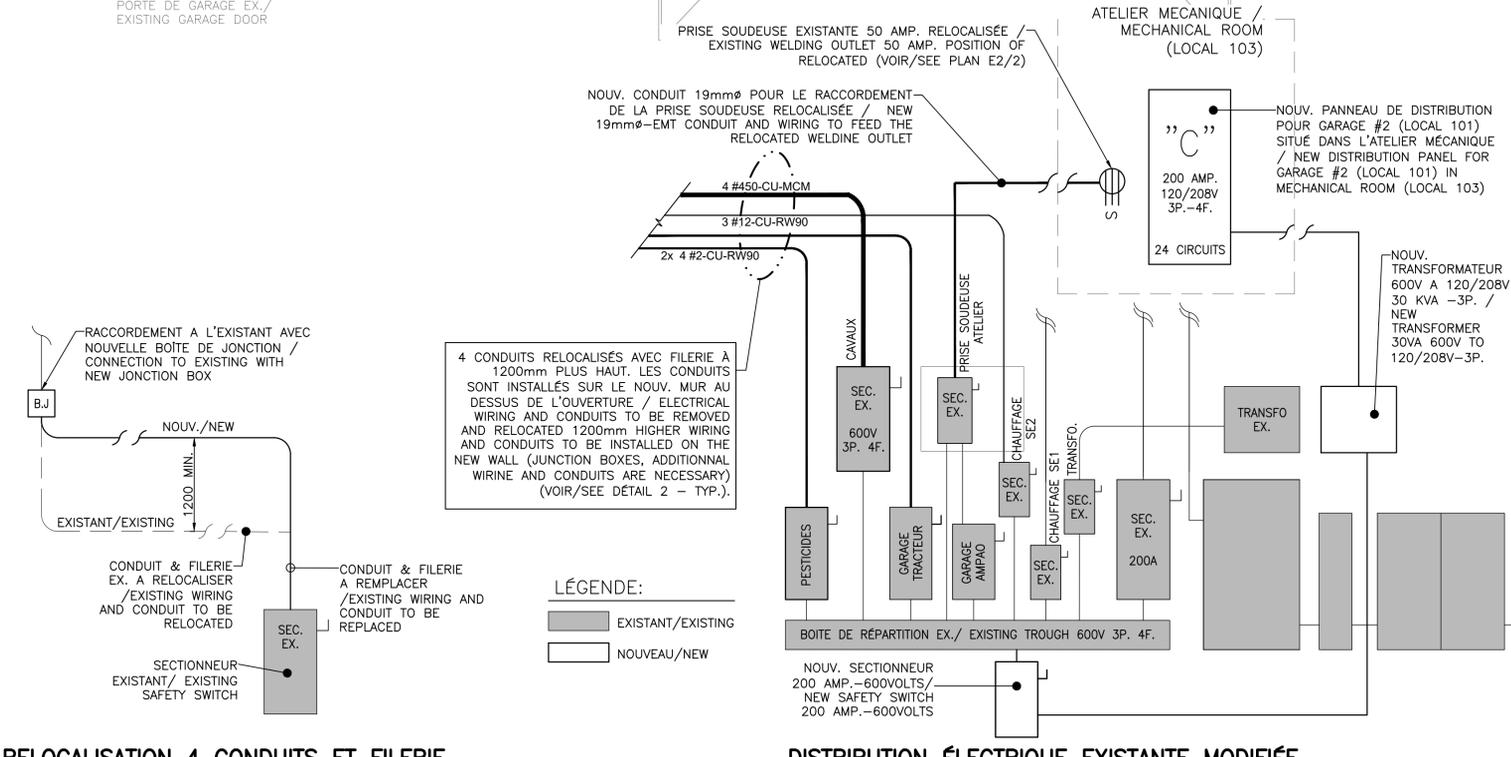
PLAN DÉMOLITION / DEMOLITION DRAWING
ÉCHELLE / SCALE: 1 : 50

NOTE 1:
TOUS LES LUMINAIRES EXISTANTS DANS LA PARTIE #1 DU GARAGE (LOCAL 100) SERONT CONSERVER / ALL EXISTING LIGHTING FIXTURES IN PART 1 OF THE GARAGE (ROOM 100) WILL BE KEPT

NOTE 2:
TOUS LES LUMINAIRES EXISTANTS DANS LA PARTIE #2 DU GARAGE (LOCAL 101) SERONT ENLEVER ET REMIS AU PROPRIÉTAIRE / ALL EXISTING LIGHTING FIXTURES IN PART 2 OF THE GARAGE (ROOM 101) WILL BE REMOVED AND GIVEN TO THE OWNER



ÉLEVATION A-A - DÉMOLITION / DEMOLITION ELEVATION A-A
AUCUNE ÉCHELLE / NO SCALE:



RELOCALISATION 4 CONDUITS ET FILIERE / RELOCATION 4 ELECTRICAL CONDUIT AND WIRING (TYP.)
AUCUNE ÉCHELLE / NO SCALE

DISTRIBUTION ÉLECTRIQUE EXISTANTE MODIFIÉE / EXISTING ELECTRICAL DISTRIBUTION MODIFIED
AUCUNE ÉCHELLE / NO SCALE

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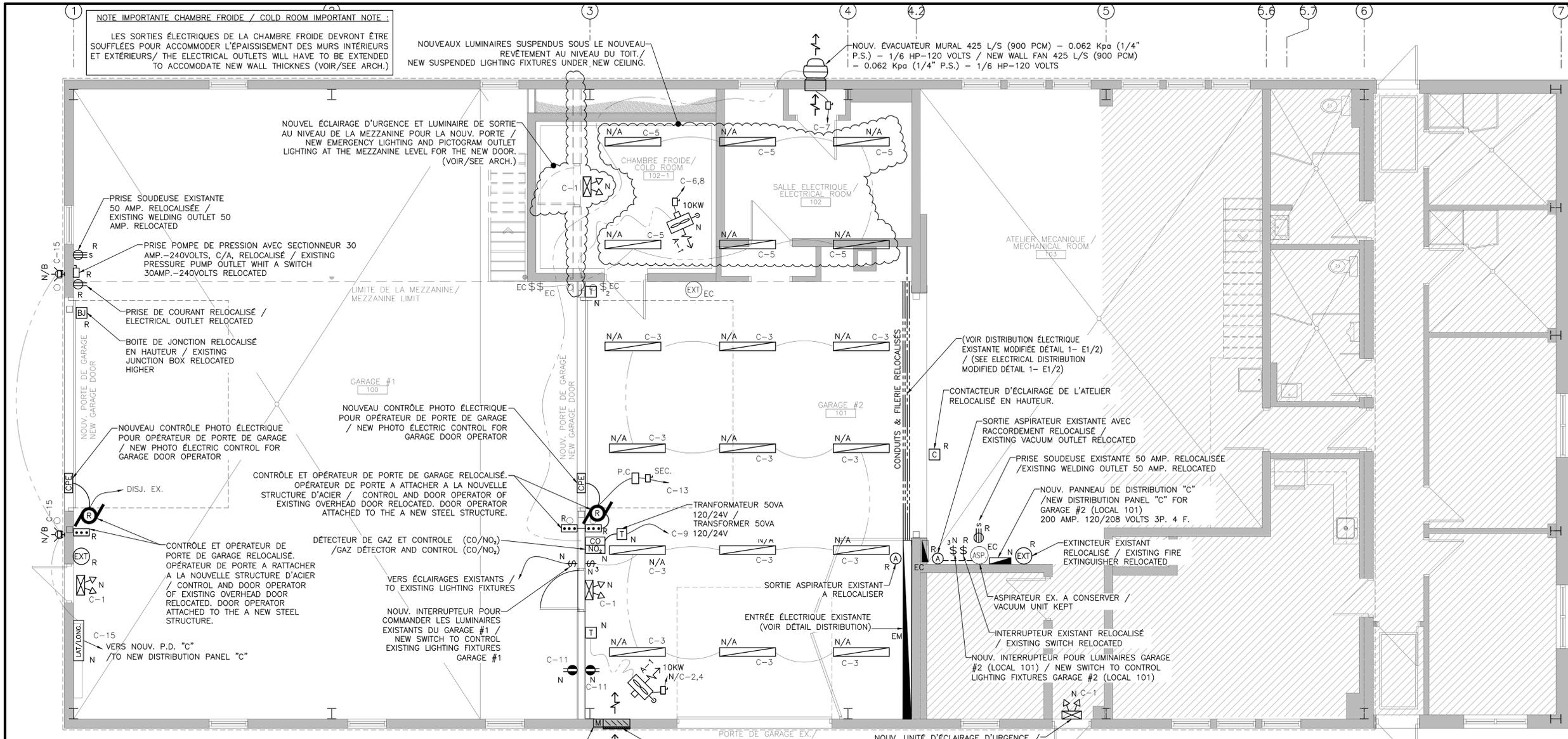
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# CLIENT :	2582	# PROJET/PROJECT :	5446
DESSINÉ/DRAWN :	TROTTIER J.	VÉRIFIÉ PAR/VERIFIED BY :	A. P.
ÉCHELLE/SCALE :	TELLE QU'INDIQUÉE/AS SHOWN	DATE :	2017/03/17

PROJET/PROJECT: FERME EXPÉRIMENTALE / EXPERIMENTAL FARM L'ACADIE
1134, ROUTE 219
ST-JEAN-SUR-RICHELIEU (QUÉBEC) J2Y 1C4

CLIENT: JULIE DAGENAIS ARCHITECTE
10 BOUL. D'ANJOU
CHÂTEAUGUAY (QUÉBEC) J6K 1B7

TITRE DU DESSIN/DRAWING TITLE	PLAN DE DÉMOLITION / DEMOLITION PLAN
ELECTRICITÉ/ELECTRICITY	5446- E1/2



LÉGENDE	
SYMBOLS	DESCRIPTIONS
EC	EXISTANT A CONSERVER / EXISTING TO BE KEPT
EE	EXISTANT A ENLEVER / EXISTING TO BE REMOVED
ER	EXISTANT A RELOCALISÉ / EXISTING TO BE RELOCATED
EM	EXISTANT A MODIFIER / EXISTING TO BE MODIFIED
EN	EXISTANT A REMPLACER PAR UN NOUVEAU / EXISTING TO BE REPLACED
R	RELOCALISÉ / RELOCATED
N	NOUVEAU / NEW
—	MUR EXISTANT / EXISTING WALL
---	MUR À DÉMOLIR / WALL TO BE DEMOLISHED
---	NOUVEAU MUR / NEW WALL



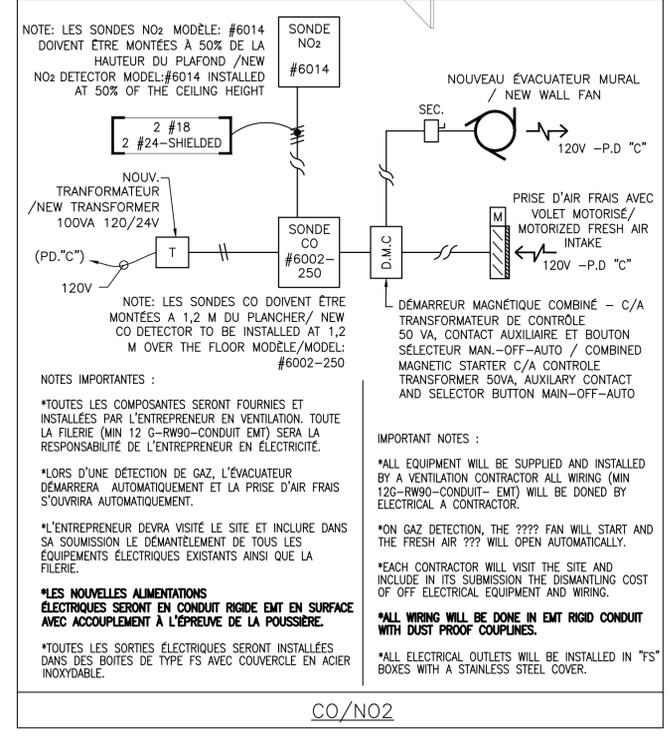
DATE	NO	RÉVISION/REVISION	PAR/BY
31-03-2017	01	ÉMIS POUR SOUMISSION/ISSUE FOR QUOTATION	A.P.
01-03-2017	00	APPROBATION 90%	A.P.

PLAN D'AMÉNAGEMENT PROJÉTÉ / GROUND FLOOR PROJECTED PLANNING PLAN
ÉCHELLE / SCALE: 1 : 50

SYMBOLS	DESCRIPTIONS
EQUIPEMENTS DE CHAUFFAGE :	
A-1	AÉROTHERME, MODÈLE SUSPENDUE AU PLAFOND / HEATER SUSPENDED MODEL, MARQUE/MARK: STELPRO MODÈLE/MODEL: #SHU1081C-208V, 10 000 WATTS (10KW), 208 VOLTS
T	THERMOSTAT ÉLECTRONIQUE MURAL POUR AÉROTHERME / WALL MOUNTED ELECTRONIC THERMOSTAT
PRISES DE COURANT/ELECTRICAL OUTLET :	
C	NOUV. PRISE DE COURANT DUPLEX/NEW ELECTRICAL OUTLET DUPLEX, 20A, 125V, MARQUE/MARK: LEVITON SERIE DECORA COMMERCIAL MODÈLE/MODEL: #16352-W, C/A
INTERRUPTEURS/LIGHT SWITCH :	
S	INTERRUPTEUR UNIPOLAIRE/SINGLE POLE SWITCH - 15A - 125V, MARQUE/MARK: LEVITON SERIE DECORA COMMERCIAL MODÈLE/MODEL: #5691-2W C/A-15A-125V
\$	INTERRUPTEUR TROIS (3) VOIES/SWITCH - 15A - 125V, MARQUE/MARK: LEVITON SERIE DECORA COMMERCIAL MODÈLE/MODEL: #5693-2W C/A PLACQUE 80401-1W
\$	INTERRUPTEUR AVEC LAMPE PILOTE EXISTANT/ EXISTING PILOT LIGHT SWITCH
APPAREILS D'ÉCLAIRAGES :	
LAT/LONG.	SUSPENDU AU LED/ DEL SUSPENDED, DIMENSIONS: 200x1320mm, MARQUE/MARK: PACO LIGHTING MODÈLE/MODEL: #PLAC-A-48-LED-70-40-MVOLT-SPDXC-68 WATTS/7000 LUMENS
L	APPLIQUE MURALE AU DEL/WALL MOUNTED LIGHTING FIXTURE ; MARQUE/MARK: JCD MARKETING MODÈLE/MODEL: #IP65-208299-B-30W-4K-120Volts-30 WATTS

SYMBOLS	DESCRIPTIONS
APPAREILS D'ÉCLAIRAGE D'URGENCE & LUMINAIRE DE SORTIE	
U	UNITÉ COMBINÉE EN ACIER: ÉCLAIRAGE D'URGENCE ET LUMINAIRE DE SORTIE A PICTOGRAMME/STEEL COMBINATION UNIT: EMERGENCY LIGHTING AND PICTOGRAM OUTLET LIGHTING, LED, DEL, MARQUE/MARK: LUMACELL MODÈLE/MODEL: SÉRIE LSC #LSC44W2LD7
DIVERS :	
D	NOUV. PANNEAU DE DISTRIBUTION ÉLECTRIQUE/NEW DISTRIBUTION PANEL, MARQUE/MARK: SIEMENS
S	SECTIONNEUR/SAFETY SWITCH
LAT/LONG.	CONTRÔLE D'ÉCLAIRAGE LAT/LONG. / CONTROLE LIGHTING FIXTURES LAT/LONG. MODÈLE/MODEL: "PARAGON" #EC365/DST2/120V
CO	SYSTÈME DE DÉTECTION CO/NO ₂ AVEC RELAIS D'ALARME INDICATEURS ET STROBOSCOPE/CONTROL SYSTEM CO/NO ₂ WITH ALARM RELAY, INDICATOR AND STROBOSCOPE.
NO ₂	NOUVEAU CONTRÔLE PHOTO ÉLECTRIQUE POUR OPÉRATEUR DE PORTE DE GARAGE / NEW PHOTO ELECTRIC CONTROL FOR GARAGE DOOR OPERATOR
CPE	CONTRÔLE ET OPÉRATEUR DE PORTE DE GARAGE./ CONTROL AND DOOR OPERATOR OF EXISTING OVERHEAD DOOR.
EQUIPEMENTS VENTILATION A RACCORDER SEULEMENT / VENTILATION EQUIPMENT :	
M	PERSIENNE EN ACIER PRÉPAINTE AVEC VOILET MOTORISÉ - 120V - 600mm x 600mm/ EXTERIOR LOUVER PREPAINT STEEL, 600mm x 600mm WITH MOTORIZED DAMPER- 120V
F	ÉVACUATEUR MURAL/WALL FAN, MARQUE/MARK: COOK SÉRIE: ACE-B 135 MODÈLE/MODEL: #135CB, 425 L/S (900 PCM) 0.062 Kpa (1/4" P.S.) - 1/6 H.P. - 120VOLTS AVEC VOILET MOTORISÉ ET GRILLE INTÉRIEURE/COMPLETE WITH MOTORIZED DAMPER AND INTERIOR GRILL

NOUV. PANNEAU DE DISTRIBUTION "C" / NEW DISTRIBUTION PANEL																
200 AMP. - 120/208V - 3 P. - 4 F.																
CHARGES LOAD		CHARGES LOAD														
HP	WATTS	AUTRES / OTHERS	CHAUFFAGE / HEATING	MOTEURS / MOTORS	ÉCLAIRAGE / LIGHTING	PRISES / OUTLETS	DISJONCTEUR / BREAKER	CIRCUITS	DISJONCTEUR / BREAKER	PRISES / OUTLETS	ÉCLAIRAGE / LIGHTING	MOTEURS / MOTORS	CHAUFFAGE / HEATING	AUTRES / OTHERS	WATTS	HP
150	150			X			15A	1	2							AÉROTHERME / HEATER A-1/10 KW
960	960			X			15A	3	4	70A						
480	480			X			15A	5	6	70A		X		10 000		
150	150			X			15A	7	8							AÉROTHERME / HEATER A-1/10 KW
600	600	X					15A	9	10							
1600	1600				X		20A	11	12							
300	300				X		15A	13	14							
550	550			X			15A	15	16							
								17	18							
								19	20							
								21	22							
								23	24							



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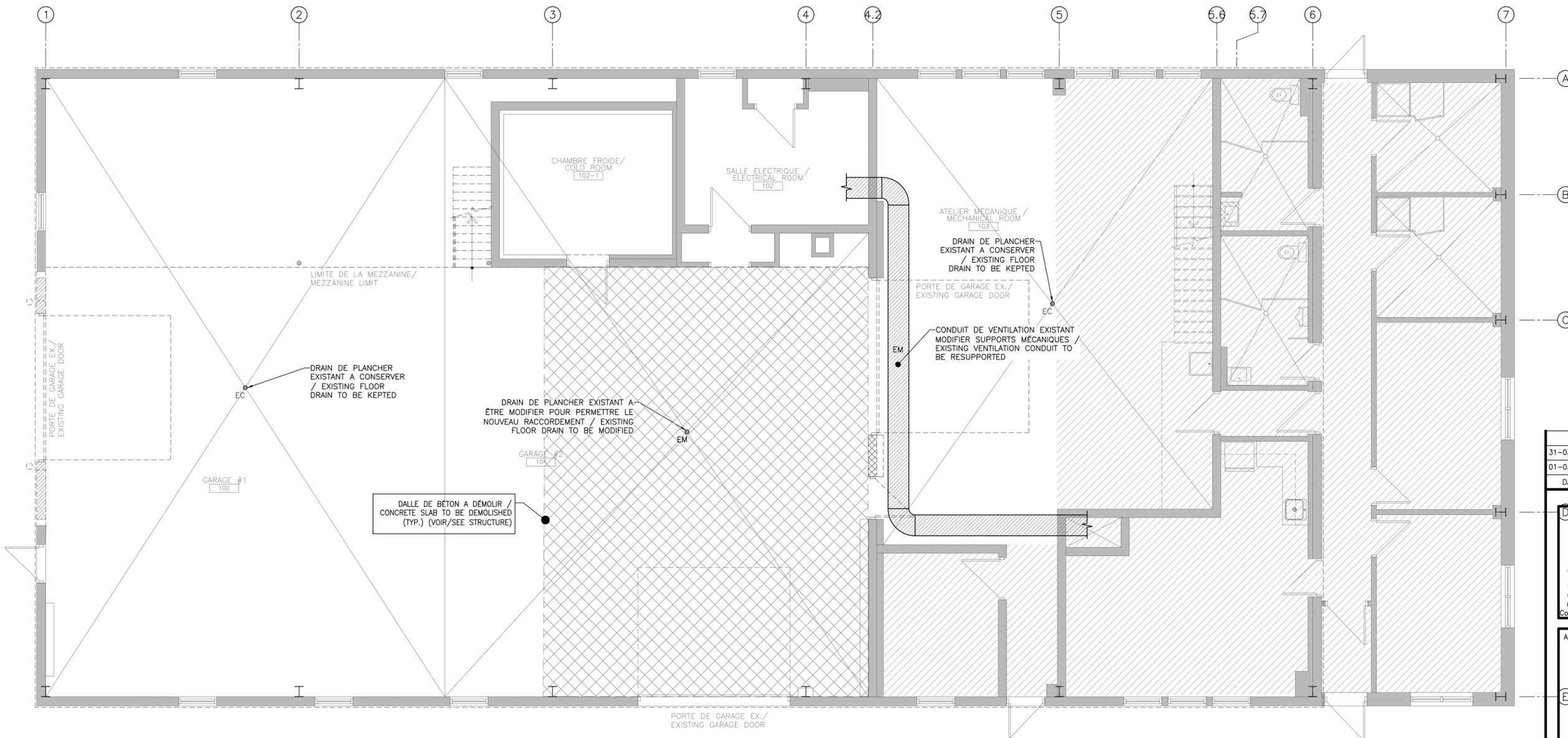
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ÉCHELLE/SCALE: TELLE QU'INDIQUÉE/AS SHOWN DATE: 2017/03/17

PROJET/PROJECT: FERME EXPÉRIMENTALE / EXPERIMENTAL FARM L'ACADIE
1134, ROUTE 219 ST-JEAN-SUR-RICHELIEU (QUÉBEC) J2Y 1C4

CLIENT: JULIE DAGENAIS ARCHITECTE
10 BOUL. D'ANJOU CHÂTEAUGUAY (QUÉBEC) J6K 1B7

TITRE DU DESSIN/DRAWING TITLE: PLAN D'AMÉNAGEMENT PROJÉTÉ / PROJECTED PLANNING
ÉLECTRICITÉ/ELECTRICITY 5446- E2/2



31-03-2017	01	ÉMIS POUR SOUMISSION/ISSUE FOR QUOTATION	A.P.
01-03-2017	00	APPROBATION 90%	A.P.
DATE	NO	RÉVISION/REVISION	PAR/BY

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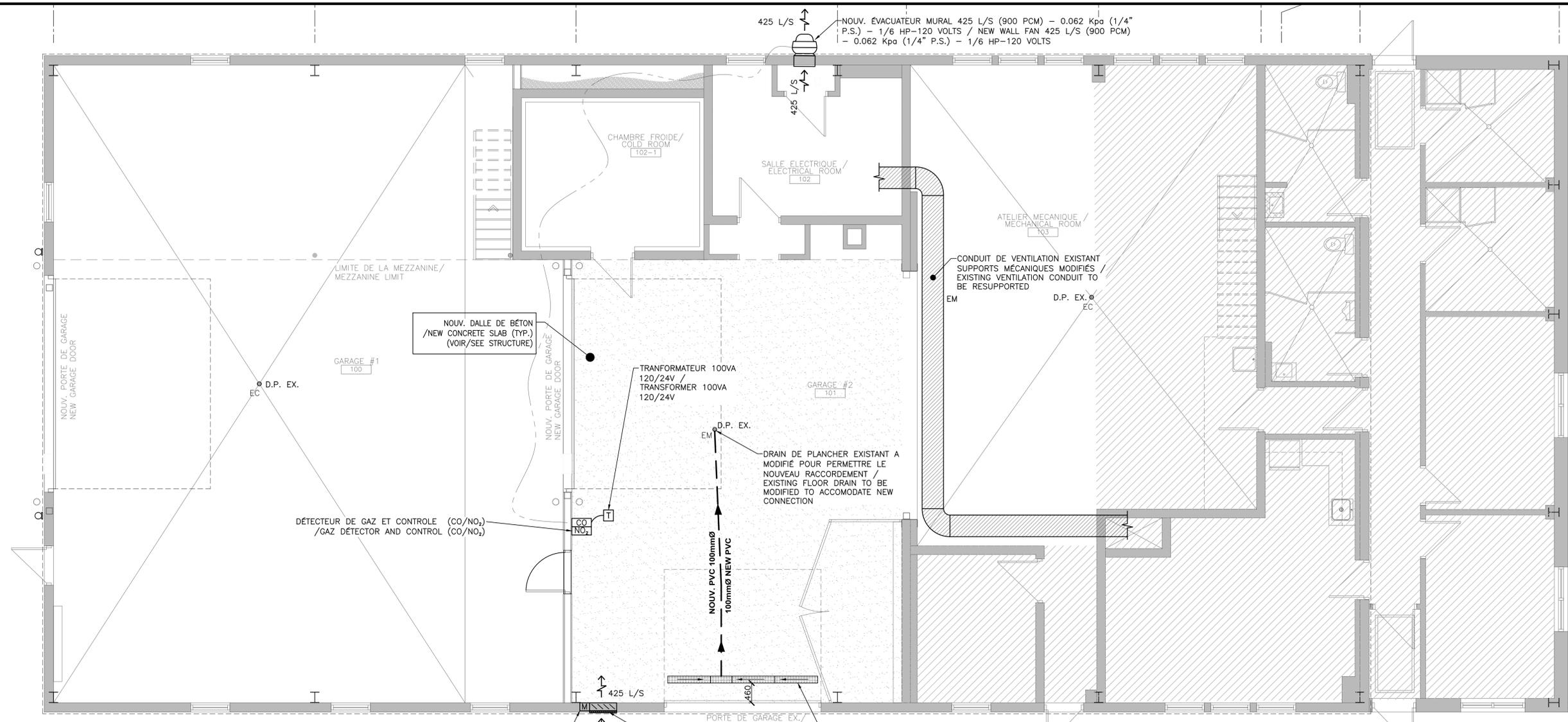
PROJET/
PROJECT
**FERME EXPÉRIMENTALE/
EXPERIMENTAL FARM
L'ACADIE**
 1134, ROUTE 219
 ST-JEAN-SUR-RICHELIEU (QUÉBEC) J2Y 1C4

CLIENT.
JULIE DAGENAIS ARCHITECTE
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 CHÂTEAUGUAY (QUÉBEC) J6K 1B7

TITRE DU DESSIN/DRAWING TITLE
PLAN DE DÉMOLITION /DEMOLITION PLAN
 MÉCANIQUE/MECHANICAL 5446- M1/2

PLAN DÉMOLITION / DEMOLITION DRAWING
 ÉCHELLE / SCALE: 1 : 50

LÉGENDE	
SYMBOLES	DESCRIPTIONS
EC	EXISTANT A CONSERVER/ EXISTING TO BE KEPT
EE	EXISTANT A ENLEVER/ EXISTING TO BE REMOVED
ER	EXISTANT A RELOCALISÉ / EXISTING TO BE RELOCATED
EM	EXISTANT A MODIFIER / EXISTING TO BE MODIFIED
EN	EXISTANT A REMPLACER PAR UN NOUVEAU / EXISTING TO BE REPLACED
R	RELOCALISÉ / RELOCATED
N	NOUVEAU / NEW
—	MUR EXISTANT / EXISTING WALL
==	MUR À DÉMOLIR / WALL TO BE DEMOLISHED
---	NOUVEAU MUR / NEW WALL



LÉGENDE	
SYMBÔLES	DESCRIPTIONS
EC	EXISTANT A CONSERVER / EXISTING TO BE KEPT
EE	EXISTANT A ENLEVER / EXISTING TO BE REMOVED
ER	EXISTANT A RELOCALISÉ / EXISTING TO BE RELOCATED
EM	EXISTANT A MODIFIER / EXISTING TO BE MODIFIED
EN	EXISTANT A REMPLACER PAR UN NOUVEAU / EXISTING TO BE REPLACED
R	RELOCALISÉ / RELOCATED
N	NOUVEAU / NEW
—	MUR EXISTANT / EXISTING WALL
---	MUR À DÉMOLIR / WALL TO BE DEMOLISHED
==	NOUVEAU MUR / NEW WALL



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 1134, ROUTE 219
 ST-JEAN-SUR-RICHELIEU (QUÉBEC) J2Y 1C4

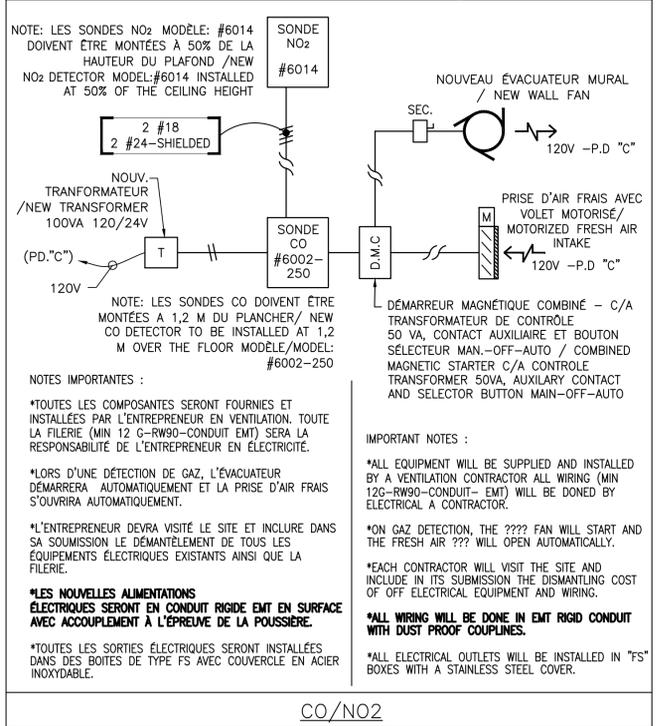
CLIENT: JULIE DAGENAIS ARCHITECTE
 10 BOUL. D'ANJOU
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TITRE DU DESSIN/DRAWING TITLE
 PLAN D'AMÉNAGEMENT PROJETÉ / PROJECTED PLANNING
 MÉCANIQUE/MECHANICAL 5446- M2/2

LÉGENDE	
SYMBÔLES	DESCRIPTIONS
ÉQUIPEMENTS PLOMBERIE / EQUIPMENT :	
---	NOUV. CONDUIT / NEW CONDUIT PVC 100mmØ
⊙	DRAIN DE PLANCHER EXISTANT / EXISTING FLOOR DRAIN
ÉQUIPEMENTS VENTILATION / VENTILATION EQUIPMENT :	
M	PERSIENNE EN ACIER PRÉPEINT AVEC VOLET MOTORISÉ - 120V - 600mm x 600mm / EXTERIOR LOUVER PREPAINT STEEL 600mm x 600mm WITH MOTORIZED DAMPER- 120V
F	ÉVACUATEUR MURAL/WALL FAN, MARQUE/MARK: COOK SÉRIE: ACE-B 135 MODÈLE/MODEL: #135C2B, 425 L/S (900 PCM) 0.062 Kpa (1/4" P.S.) - 1/6 H.P. - 120VOLTS AVEC VOLET MOTORISÉ ET GRILLE INTÉRIEURE/COMPLETE WITH MOTORIZED DAMPER AND INTERIOR GRILL
NOTE IMPORTANTE: *L'ENTREPRENEUR DEVA PRENDRE CONNAISSANCE DES PLANS D'ARCHITECTURE AINSI QUE DES AUTRES SPÉCIALITÉS ET INCLURE TOUS LES COÛTS DE RACCORDEMENTS DE TOUT LEURS ÉQUIPEMENTS. IMPORTANT NOTE: *THE CONTRACTOR SHALL TAKE KNOWLEDGE OF ARCHITECTURE PLANS AND OTHER SPECIALTIES AND INCLUDE ALL COST OF CONNECTIONS OF ANY EQUIPMENT.	

PLAN D'AMÉNAGEMENT PROJETÉ / GROUND FLOOR PROJECTED PLANNING PLAN
 ÉCHELLE / SCALE: 1 : 50

FOURNIR, INSTALLER ET RACCORDER AU DRAIN DE PLANCHER EXISTANT UN NOUVEAU CANIVEAU DE DRAINAGE PRÉFABRIQUÉ ET PUISARD MODULAIRE MARQUE: HAURATON MODÈLE: #RECYFIX-NC-100. C/A, GRILLE EN FONTE, 3 CANIVEAUX DIM LONG.: 1 mètre / SUPPLY, INSTALL AND CONNECT TO EXISTING FLOOR DRAIN A NEW PREFABRICATED DRAINAGE TROUGH AND DRAINAGE CATCH BASIN MARK: HAURATON MODEL: #RECYFIX-NC-100. C/A, CAST IRON GRILL, 3 DRAINAGE TROUGHS DIM LONG.: 1 mètre 1 DRAINAGE CATCH BASIN DIM LONG.: 0,5 mètre (VOIR/SEE DÉTAIL PLAN STRUCTURE)



NOTE: LES SONDES NO₂ MODÈLE: #6014 DOIVENT ÊTRE MONTÉES À 50% DE LA HAUTEUR DU PLAFOND / NEW NO₂ DETECTOR MODEL: #6014 INSTALLED AT 50% OF THE CEILING HEIGHT

NOTE: LES SONDES CO DOIVENT ÊTRE MONTÉES À 1,2 M DU PLANCHER / NEW CO DETECTOR TO BE INSTALLED AT 1,2 M OVER THE FLOOR MODÈLE/MODEL: #6002-250

NOTES IMPORTANTES :

*TOUTES LES COMPOSANTES SERONT FOURNIES ET INSTALLÉES PAR L'ENTREPRENEUR EN VENTILATION. TOUTE LA FILIERE (MIN 12 G-RW90-CONDUIT EMT) SERA LA RESPONSABILITÉ DE L'ENTREPRENEUR EN ÉLECTRICITÉ.

*LORS D'UNE DÉTECTION DE GAZ, L'ÉVACUATEUR DÉMARRERA AUTOMATIQUÉMENT ET LA PRISE D'AIR FRAIS S'OUVRIRA AUTOMATIQUÉMENT.

*L'ENTREPRENEUR DEVA VISITÉ LE SITE ET INCLURE DANS SA SOUMISSION LE DÉMANTÈLEMENT DE TOUS LES ÉQUIPEMENTS ÉLECTRIQUES EXISTANTS AINSI QUE LA FILIERE.

*LES NOUVELLES ALIMENTATIONS ÉLECTRIQUES SERONT EN CONDUIT RIGIDE EMT EN SURFACE AVEC ACCOUPLEMENT À L'ÉPREUVE DE LA POUSSIÈRE.

*TOUTES LES SORTIES ÉLECTRIQUES SERONT INSTALLÉES DANS DES BOÎTES DE TYPE FS AVEC COUVERCLE EN ACIER INOXYDABLE.

IMPORTANT NOTES :

*ALL EQUIPMENT WILL BE SUPPLIED AND INSTALLED BY A VENTILATION CONTRACTOR ALL WIRING (MIN 12G-RW90-CONDUIT-EMT) WILL BE DONE BY ELECTRICAL A CONTRACTOR.

*ON GAZ DETECTION, THE FAN WILL START AND THE FRESH AIR ??? WILL OPEN AUTOMATICALLY.

*EACH CONTRACTOR WILL VISIT THE SITE AND INCLUDE IN ITS SUBMISSION THE DISMANTLING COST OF OFF ELECTRICAL EQUIPMENT AND WIRING.

*ALL WIRING WILL BE DONE IN EMT RIGID CONDUIT WITH DUST PROOF COUPLINES.

*ALL ELECTRICAL OUTLETS WILL BE INSTALLED IN "FS" BOXES WITH A STAINLESS STEEL COVER.

CO/NO₂

NOTES GÉNÉRALES

L'entrepreneur devra maintenir, en tout temps durant le projet, la stabilité et l'intégrité structurale du nouveau bâtiment ainsi que des bâtiments adjacents existants. Il devra fournir et installer tous les supports temporaires (étaisements, contreventement, etc.) nécessaires à la réalisation complète des travaux afin de maintenir la stabilité et l'intégrité structurale.

Dimensions :

L'entrepreneur a la responsabilité de vérifier toutes les dimensions (et élévations) et de vérifier leurs concordances avec les autres secteurs d'activités ainsi qu'avec les installations existantes. Il doit informer l'ingénieur de toute anomalie (erreur ou omission) avant tous travaux ou commande de matériaux.

L'entrepreneur devra s'assurer que les futures fondations seront appuyées sur un sol non remanié avec une capacité portante nette admissible minimum de 100 KPa. Dans le cas contraire, il devra aviser l'ingénieur ainsi que l'auteur de l'étude de sol pour trouver une solution.

TRAVAUX DE STRUCTURE DE BÉTON ET DE FONDATION :

Pour les empattements, les murs de fondations:
- Résistance en compression minimale à 28 jours : 30 Mpa.
- Agrégat : 20 mm (3/4 po.).
- Affaissement : 80 mm ± 20mm (3-1/2" ± 1").
- Air entraîné : 5 à 7% (extérieur).

Pour les dalles sur sol intérieures :
- Résistance en compression minimale à 28 jours : 30 Mpa.
- Agrégat : 20 mm (3/4 po.).
- Affaissement : 80 mm ± 20mm (3-1/2" ± 3/4").
- Sans ajout air entraîné.

Pour les dalles extérieures :
- Résistance en compression minimale à 28 jours : 32 Mpa.
- Agrégat : 20 mm (3/4 po.).
- Affaissement : 80 mm ± 20mm (3-1/2" ± 3/4").
- Air entraîné : 5 à 7% (extérieur).

Livraison du béton et conditions de coulée :

Les armatures devront être attachées solidement ensemble à tous les 300mm c/c (12 po.) dans chaque direction avec du fil métallique (broche). Les chevauchements de barre devront être conformes au plan et décalés d'un rang à l'autre.

L'enrobage (recouvrement) de l'armature avec le béton devra respecter la norme CSA A23.1-14 sans être inférieure aux dimensions indiquées aux plans et aux spécifications suivantes : 75mm (3 po.) pour les éléments en contact avec le sol, 50 mm (2 po.) pour les murs de fondation et les colonnes et 38 mm (1½ po.) pour les poutres et les dalles structurales sauf indications contraire.

Treillis métallique :

Lors de son installation, il devra être attaché à tous les 300mm (12 po.) avec un chevauchement de feuille de 300mm (12 po.) dans chaque direction.

Finition du béton :

La position ainsi que la méthode d'exécution des joints de contrôle sont indiquées aux plans. Les traits de scies devront être réalisés entre 6 heures et 24 heures après la coulée. Ils ne doivent pas être espacés de plus de 4.5m (15 pieds) et un panneau de dalle ne doit pas avoir une surface supérieure à 20 m² (225 pieds carrés).

GENERAL NOTES

The Contractor shall maintain, at all times during the project, the stability and structural integrity of the new building and existing adjacent buildings. It shall supply and install all temporary supports (shoring, bracing, etc.) necessary to complete the work in order to maintain stability and structural integrity.

Dimensions :

It is the responsibility of the contractor to verify all dimensions (and elevations) and to check their conformity with the other sectors of activity as well as with the existing installations. He must inform the engineer of any anomaly (error or omission) before any work or ordering materials.

The Contractor will be responsible for ensuring that future foundations are supported on undisturbed soil with a minimum net bearing capacity of 100 KPa. Otherwise, he must notify the Engineer as well as the author of the soil study to find a solution.

CONCRETE AND FOUNDATION WORK

For footings, foundation walls:
- Minimum compression resistance at 28 days: 30 Mpa.
- Aggregate: 20 mm (3/4 in.).
- Slump: 80 mm ± 20mm (3-1 / 2 "± 1").
- Air content: 5 to 7% (outside).

For indoor slab-on-grade:
- Minimum compression resistance at 28 days: 30 Mpa.

- Aggregate: 20 mm (3/4 in.).
- Slump: 80 mm ± 20mm (3-1 / 2 "± 3/4").
- Without air content.
For outdoor slabs:
- Minimum compression resistance at 28 days: 32 MPa.
- Aggregate: 20 mm (3/4 in.).
- Slump: 80 mm ± 20mm (3-1 / 2 "± 3/4").
- Air content: 5 to 7% (outside).

Delivery of concrete and pouring conditions

The reinforcing steel must be securely fastened together at every 300mm c/c (12 inches) in each direction with tie wire. Bar overlaps must be consistent with the plan and staggered from row to row.

The concrete covering of the reinforcement steel shall comply with CSA Standard A23.1-14 without being less than the dimensions specified in the following drawings and specifications: 75mm (3 in.) for ground contact items, 50mm (2 in.) for foundation walls and columns and 38mm (1½ in.) for beams and structural slabs unless noted otherwise.

Welded wire mesh:

At installation, welded wire mesh must be attached every 300mm (12") with a 300mm (12") sheet overlap in each direction.

Concrete finish :

The positioning and method of execution of the control joint in the slab are shown on the drawings. Saw cuts must be made between 6 hours and 24 hours after pouring. They must not be spaced more than 4.5m (15 feet) apart and a panel slab must not have a surface area greater than 20m² (225 square feet).

Liste des visites d'inspections obligatoires durant les travaux:

Excavation:

-Approbation des fonds d'excavation par le laboratoire de sol

Fondation:

-Inspection de l'armature des semelles par l'ingénieur en structure
-Inspection de l'armature des murs de fondation par l'ingénieur en structure
-Approbation des remblais contrôlés par le laboratoire de sol
-Inspection de l'armature de la dalle par l'ingénieur en structure

Structure de bois:

-Inspection de la structure d'acier par l'ingénieur en structure
-Inspection des ancrages de la structure d'acier par l'ingénieur en structure
-Inspection des systèmes de contreventement par l'ingénieur en structure

List of mandatory inspections during construction:

Excavation:

-Approval of excavation grounds by the soil-testing laboratory

Foundation:

-Inspection of the reinforcement of the footings by the structural Engineer
-Inspection of the reinforcement of the foundation walls by the structural Engineer
-Approval of controlled landfills by the soil-testing laboratory
-Inspection of the slab reinforcing steel by the structural Engineer

Wood structure:

-Inspection of the steel structure by the Structural Engineer
-Inspection of the steel structure anchors by the Structural Engineer
-Inspection of bracing systems by structural engineer

TRAVAUX DE STRUCTURE D'ACIER :

Fabrication et érection :

Tous les travaux de structure d'acier (fabrication et érection) devront être conformes à la plus récente version de la norme CAN/CSA-S16-09 , au CNB 2010 ainsi qu'aux dernières modifications des normes et directives suivantes:

Acier de charpente et autres :

Matériaux : CSA G40.20-13 et G40.21-13 - M - 350W et ASTM A992/A992M-11
sauf profilés en L et C: 300W;
Tubes : ASTM 500 345W;
Boulons : ASTM - A307-12, A325-14, A325M-14, A490-12, A490M-12 et ;
Accessoires : 260W;

Galvanisation : Les travaux de galvanisation devront être conformes à la norme CSA-G164-M92 (R2003). Les retouches au chantier devront être réalisées avec une peinture à haute teneur en Zinc.

Soudure : toutes les soudures devront être réalisées selon les normes CSA W47.1-09, W48-14, W55.3-08 (R2013) et W59-13. Elles devront être réalisées par des personnes compétentes membre du « Bureau Canadien de Soudure (CWB) » selon les normes en vigueur. Les électrodes utilisées devront être conformes aux recommandations des manufacturiers en fonction de l'usage.

L'entrepreneur devra prendre toutes les mesures nécessaires pour la protection contre les incendies lors des travaux de soudure.

Assemblage d'acier :

Les assemblages boulonnés devront être réalisés avec des boulons A325M (haute résistante) de 19mm Ø (3/4"Ø) (sauf indications contraires). Chaque assemblage devra avoir un minimum de 2 boulons.

Les assemblages anti sismiques devront être réalisés selon les normes en vigueur avec les charges et les informations indiquées au tableau présenté aux plans.

Autres :

Chacune des plaques d'assise de base de colonne d'acier devront être fixées au béton des fondations avec 4 ancrages 19mm Ø (3/4"Ø) sauf indications contraires.

Le coulis utilisé entre les plaques de base de colonne et les fondations devra être "sans retrait" avec une résistance minimale de 30 MPa.

Ouverture au toit, au plancher ou au mur : l'entrepreneur devra installer des renforts 102mm x 102mm x 6.4mm (4" x 4"x 1/4") autour de toutes les ouvertures. La position et les dimensions de chaque ouverture devront être coordonnées avec le sous-traitant en mécanique.

STRUCTURAL STEEL WORK:

Fabrication and erection:

All steel structure (fabrication and erection) work will be in accordance with the most recent version of CAN / CSA-S16-09, the NBC 2010 and the latest amendments to the following standards and guidelines:

Structural steel and other:

Materials: CSA G40.20-13 and G40.21-13 - M - 350W and ASTM A992 / A992M-11
Except for L and C profiles: 300W;
Tubes: ASTM 500 345W;
Bolts: ASTM-A307-12, A325-14, A325M-14, A490-12, A490M-12 and;
Accessories: 260W;

Galvanizing: Galvanizing must comply with CSA-G164-M92 (R2003). Repairs to the site must be carried out with a high Zinc paint.

Welding: All welds must be made according to CSA standards W47.1-09, W48-14, W55.3-08 (R2013) and W59-13. They must be carried out by competent members of the "Canadian Welding Bureau (CWB)" according to the standards in force. The electrodes used must conform to the recommendations of the manufacturers according to the usage.

The Contractor shall take all necessary measures to protect against fire during welding work

Steel assembly:

Bolted connections must be made with 19mm Ø (3/4 "b) A325M bolts (unless otherwise stated). Each assembly should have a minimum of 2 bolts.

The anti seismic assemblies must be made in accordance with the standards in force with the loads and the information indicated in the table presented in the drawings.

Other:

Each of the steel column base plates shall be secured to the foundation concrete with 4 19mm Ø (3/4 "an) anchors unless noted otherwise.

The grout used between the column base plates and foundations shall be "non-shrink" with a minimum strength of 30 MPa.

Roof, Floor or Wall Opening: Contractor shall install 4 "x 4" x 1/4 "(102mm x 6.4mm) reinforcements around all openings. The position and dimensions of each opening shall be coordinated with the mechanical subcontractor.



31-03-2017	01	ÉMIS POUR SOUMISSION	G.P.
01-03-2017	00	APPROBATION 90%	G.P.
DATE	NO	REVISION/REVISION	PAR/BY

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JDA

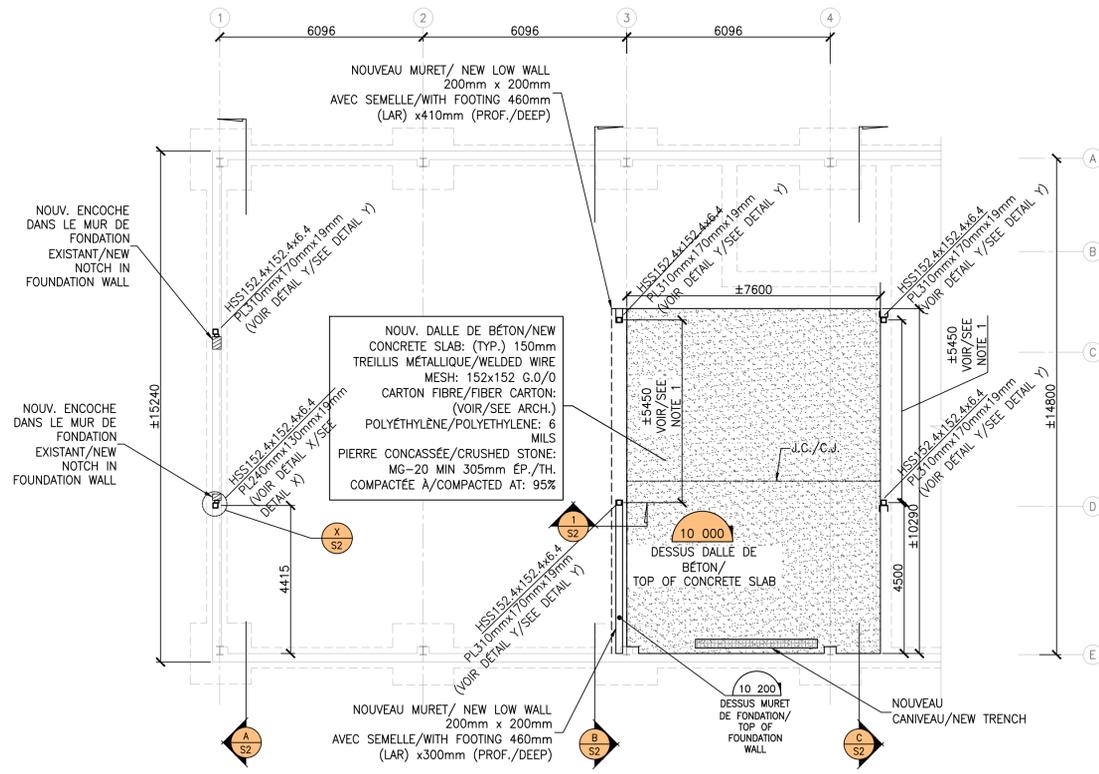
J-DAGENAIS ARCHITECTE + ASSOCIÉS

# CLIENT :	2582	# PROJET/PROJECT :	5446
DESSINÉ/DRAWN :	ARSENAULT C.	VÉRIFIÉ PAR/VERIFIED BY :	G. P.
ÉCHELLE/SCALE :	TELLE QU'INDIQUÉE/AS SHOWN	DATE :	2017-03-01

PROJET/ PROJECT	FERME EXPÉRIMENTALE/ EXPERIMENTAL FARM L'ACADIE 1134, ROUTE 219 ST-JEAN-SUR-RICHELIEU (QUÉBEC) J2Y 1C4
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CLIENT. JULIE DAGENAIS ARCHITECTE 10 BOUL. D'ANJOU CHÂTEAUGUAY (QUÉBEC) J6K 1B7
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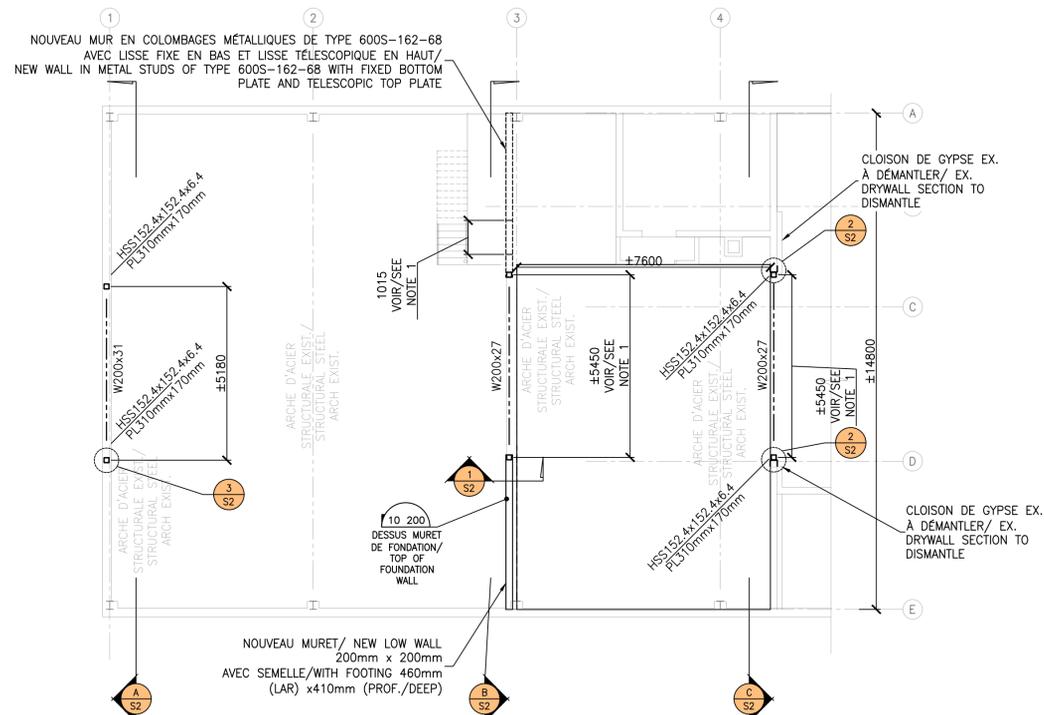
TITRE DU DESSIN/DRAWING TITLE NOTES	
STRUCTURE	5446- S1/3



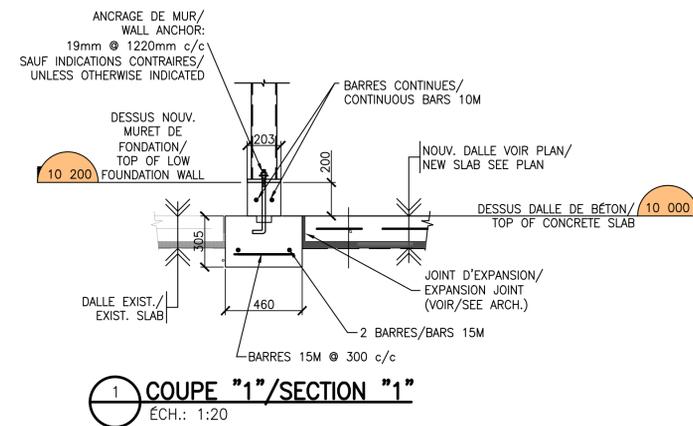
PLAN PARTIEL DE FONDATION/PARTIAL FOUNDATION PLAN
ÉCHELLE/SCALE: 1:100

NOTE 1:

LES DIMENSIONS FINALES DES OUVERTURES (PORTES, FENÊTRES, ETC.) NÉCESSAIRES DANS LES MURS DE FONDATION DEVRONT ÊTRE COORDONNÉES AVEC LE PLAN D'ARCHITECTURE ET LE MANUFACTURIER DE PORTES ET FENÊTRES CHOISI PAR LE CLIENT.
THE FINAL OPENINGS DIMENSIONS (DOORS, WINDOWS, ETC.) NEEDED IN FOUNDATION WALLS, WILL HAVE TO BE COORDINATED WITH THE ARCHITECTURAL PLAN AND WITH THE DOORS AND WINDOWS MANUFACTURER CHOSEN BY THE CLIENT.



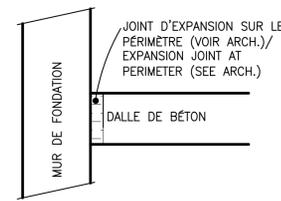
PLAN PARTIEL DE STRUCTURE/PARTIAL STRUCTURAL PLAN
ÉCHELLE/SCALE: 1:100



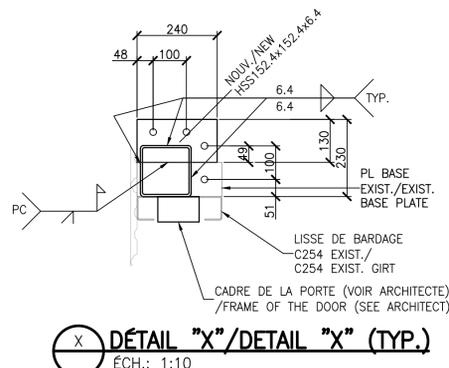
1 COUPE "1"/SECTION "1"
ÉCH.: 1:20

NOTE:
LES JOINTS DE CONTRÔLE SERONT COUPÉS ET REMPLIS SELON LE PLAN DE FONDATION.
THE CONTROL JOINTS WILL BE CUT AND COMPLETED ACCORDING TO THE FOUNDATION PLAN.

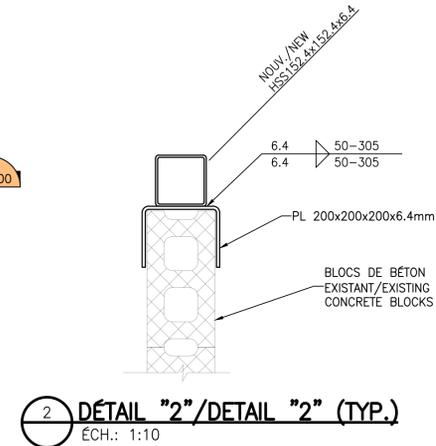
**JOINT DE CONTRÔLE - DALLE/
CONTROL JOINT - SLAB**
ÉCHELLE: AUCUNE/SCALE: NONE



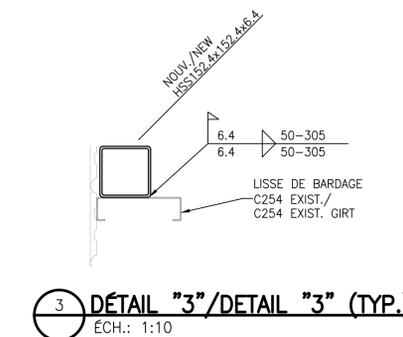
**JOINT D'EXPANSION AU PÉRIMÈTRE DALLE/
EXPANSION JOINT AT SLAB PERIMETER**
ÉCHELLE: AUCUNE/SCALE: NONE



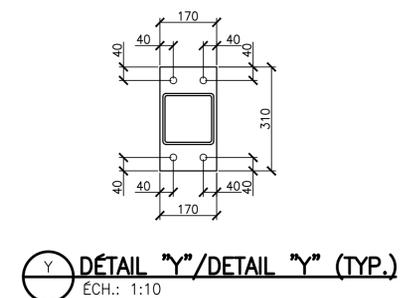
X DÉTAIL "X"/DETAIL "X" (TYP.)
ÉCH.: 1:10



2 DÉTAIL "2"/DETAIL "2" (TYP.)
ÉCH.: 1:10



3 DÉTAIL "3"/DETAIL "3" (TYP.)
ÉCH.: 1:10



Y DÉTAIL "Y"/DETAIL "Y" (TYP.)
ÉCH.: 1:10



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01-03-2017	00	APPROBATION 90%	G.P.
DATE	NO	REVISION/REVISION	PAR/BY

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**JDA
J. DAGENAIS ARCHITECTE
+ ASSOCIÉS**

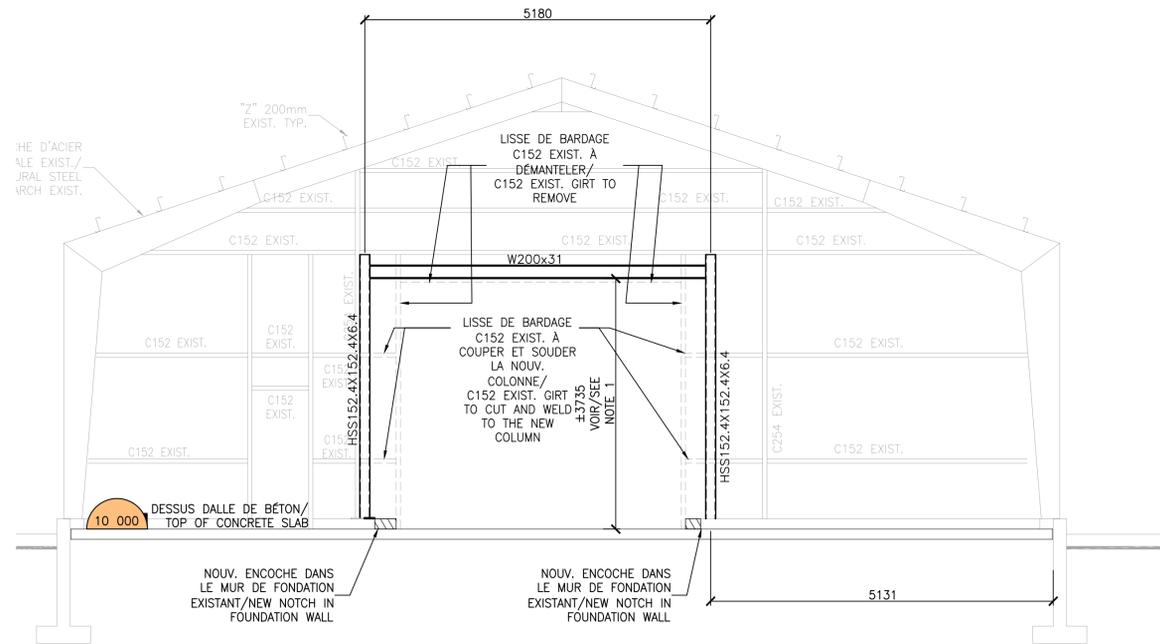
CLIENT : 2582 # PROJET/PROJECT : 5446
DESSINÉ/DRAWN : ARSENAULT C. VÉRIFIÉ PAR/VERIFIED BY : G. P.
ÉCHELLE/SCALE : TELLE QU'INDIQUÉE/AS SHOWN DATE : 2017-03-01

PROJET/PROJECT FERME EXPÉRIMENTALE/
EXPERIMENTAL FARM
L'ACADIE
1134, ROUTE 219
ST-JEAN-SUR-RICHELIEU (QUÉBEC) J2Y 1C4

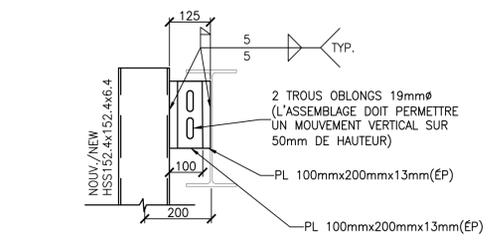
CLIENT:
JULIE DAGENAIS ARCHITECTE
10 BOUL. D'ANJOU
CHÂTEAUGUAY (QUÉBEC) J6K 1B7

TITRE DU DESSIN/DRAWING TITLE
PLAN DE FONDATION & DÉTAILS/
FOUNDATION PLAN & DETAILS

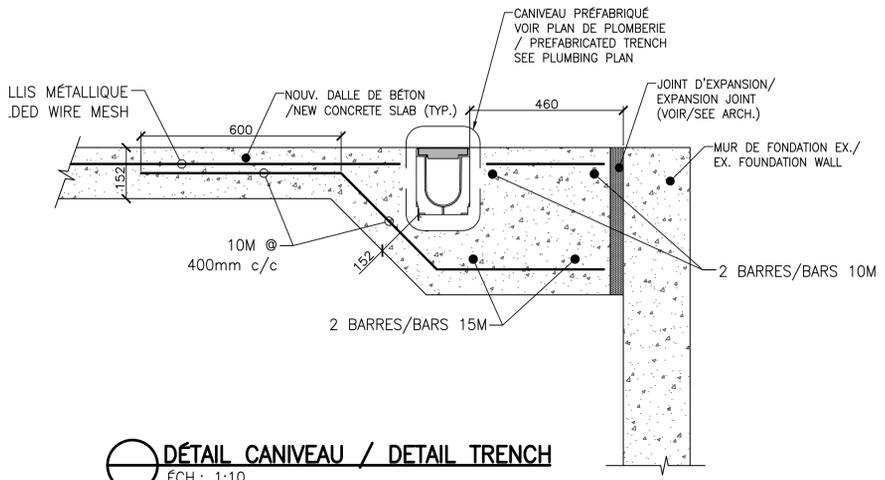
STRUCTURE 5446- S2/3



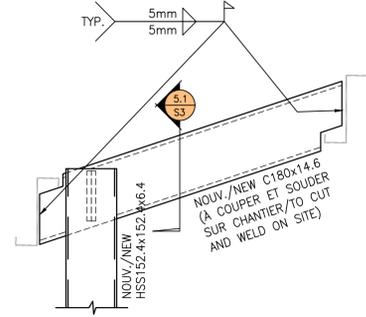
A COUPE TRANSVERSALE/CROSS SECTION
ÉCH.: 1:50



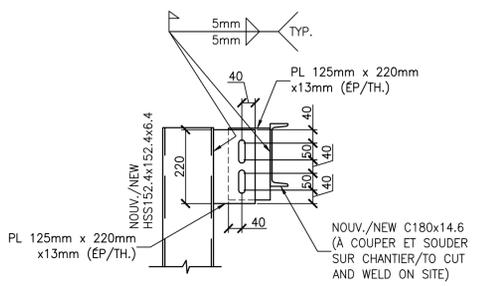
4 DÉTAIL "4"/DETAIL "4" (TYP.)
ÉCH.: 1:10



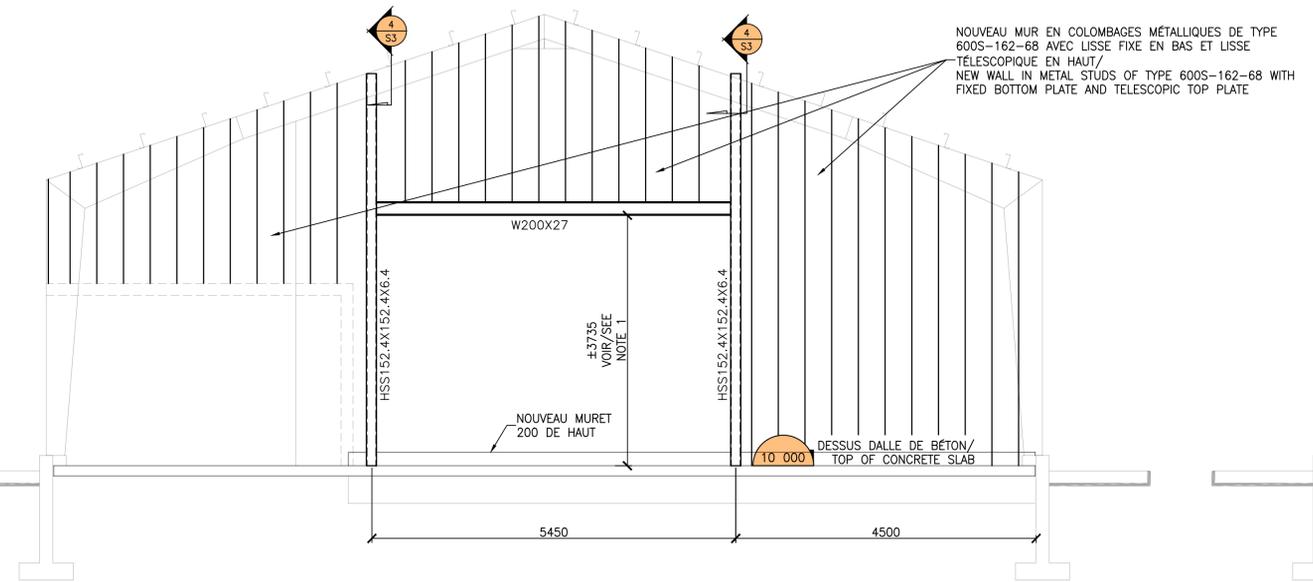
DÉTAIL CANIVEAU / DETAIL TRENCH
ÉCH.: 1:10



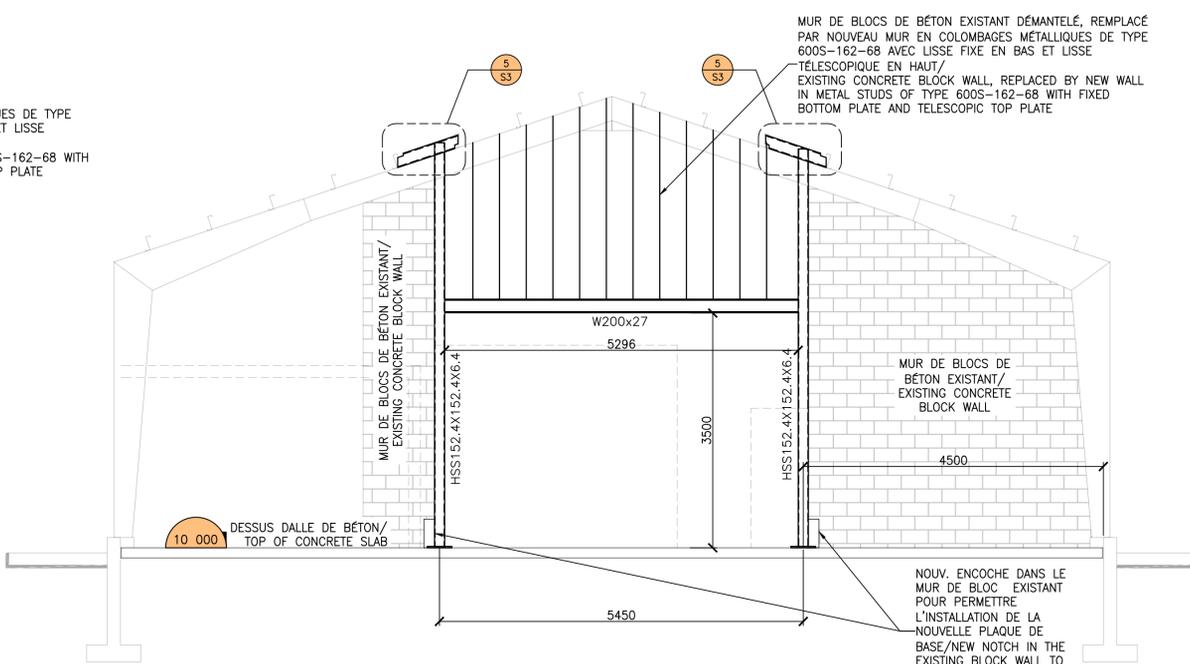
5 DÉTAIL "5"/DETAIL "5" (TYP.)
ÉCH.: 1:10



5.1 COUPE "5.1"/SECTION "5.1" (TYP.)
ÉCH.: 1:10



B COUPE TRANSVERSALE/CROSS SECTION
ÉCH.: 1:50



C COUPE TRANSVERSALE/CROSS SECTION
ÉCH.: 1:50



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01-03-2017	00	APPROBATION 90%	G.P.
DATE	NO	REVISION/REVISION	PAR/BY

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ARCHITECTE/ARCHITECT
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CLIENT : 2582 # PROJET/PROJECT : 5446
DESSINÉ/DRAWN : ARSENAULT C. VÉRIFIÉ PAR/VERIFIED BY : G. P.
ÉCHELLE/SCALE : TELLE QU'INDIQUÉE/AS SHOWN DATE : 2017-03-01

PROJET/PROJECT : FERME EXPÉRIMENTALE / EXPERIMENTAL FARM L'ACADIE
1134, ROUTE 219
ST-JEAN-SUR-RICHELIEU (QUÉBEC) J2Y 1C4

CLIENT : JULIE DAGENAIS ARCHITECTE
10 BOUL. D'ANJOU
CHÂTEAUGUAY (QUÉBEC) J6K 1B7

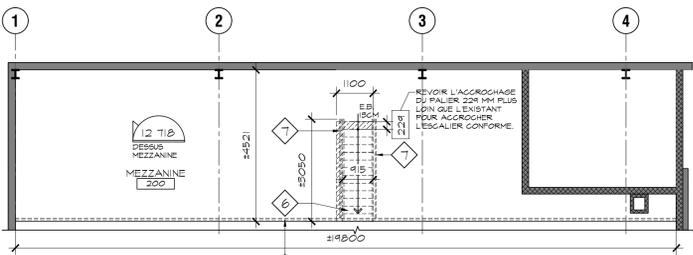
TITRE DU DESSIN/DRAWING TITLE : PLAN DU REZ-DE-CHAUSSÉE ET DÉTAILS DE STRUCTURE

NOTES GENERALES :

- DIVERS**
LES COTES EXTERIEURES SONT TOUJOURS PRISES A L'EXTERIEUR DE LA FONDATION.
S'ASSURER DE LA CONTINUTE DES PARE-AIR ET PARE-VAPEUR, SCILLER LES JOINTS AVEC DU RUBAN ADHESIF, PREVOIR L'INSTALLATION DE TOUTS LES SOLINS SOUPLES OU RIGIDES SELON L'APPLICATION.
DIMENSIONS DES PORTES ET FENETRES SONT NOMINALES, VEUILLEZ COORDONNER AVEC LE FABRICANT, TOUJOURS LAISSER 3-1/2" DE DEGAGEMENT DE CHAQUE COTE POUR CADRAGE.
L'ENTREPRENEUR DEVA VERIFIER TOUTES LES DIMENSIONS SUR LE CHANTIER AVANT LE DEBUT DES TRAVAUX ET EN CAS D'ERREUR OU OMISSION, EN AVISER LE PROPRIETAIRE LE PLUS TOT POSSIBLE.
AUCUNE MESURE NE DOIT ETRE PRISE A L'EGECHELE SUR LES PLANS.
- ELECTRICITE**
EFFECTUER LES TRAVAUX SELON LE CODE EN VIGUEUR.
MISE EN GARDE
L'ENTREPRENEUR DEVA EFFECTUER LES RECHERCHES ET PRENDRE L'INFORMATION NECESSAIRE AUPRES DES AUTORITES COMPETENTES ET CONCERNES AVANT TOUTE EXCAVATION AFIN DE LOCALISER TOUTES CONDUITES OU FILS SOUTERRAINS.
AVANT LE DEBUT DES TRAVAUX, L'ENTREPRENEUR GENERAL DOIT S'ASSURER QUE LE PROJET REpond EN TOUTS POINTS AUX REGLEMENTS DE LA MUNICIPALITE.
LA CONSTRUCTION DEVA ETRE EXECUTEE SELON LES NORMES DU CGO (OBS MODIFIEE) EN VIGUEUR.
LORSQUE LES PLANS SONT REALISES SANS TERRAIN PAR L'ARCHITECTE, LE CLIENT A LA RESPONSABILITE DE FAIRE VALIDER PAR L'ARCHITECTE LES FACADES DE RAYONNEMENT LORS DE L'IMPLANTATION DU BATIMENT SUR UN LOT, DE MEME QUE SI L'IMPLANTATION EST MODIFIEE PAR LA SUITE.

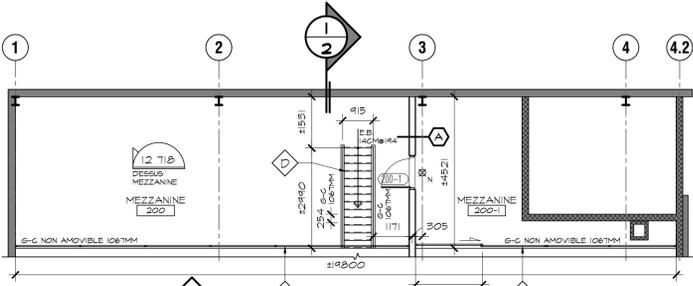
ETUDE DU CODE DE CONSTRUCTION

POUR CE PROJET, L'APPLICATION DU CODE AGRICOLE EST POSSIBLE.
AUCUNE RESISTANCE AU FEU REQUISE ENTRE LE GARAGE / ATELIER ET LES BUREAUX, MALGRE LE MUR DE BLOCS ET LES PORTES D'ACIER PRESENTEES.
AU MOINS 2 ISSUES SONT REQUISES POUR SORTIR DU BATIMENT, NOUS EN AVONS 4.
LA DISTANCE DE PARCOURS DOIT RESPECTER 45 M, C'EST LE CAS.
LE BATIMENT N'EST PAS ADAPTE OU ACCESSIBLE UNIVERSELLEMENT.



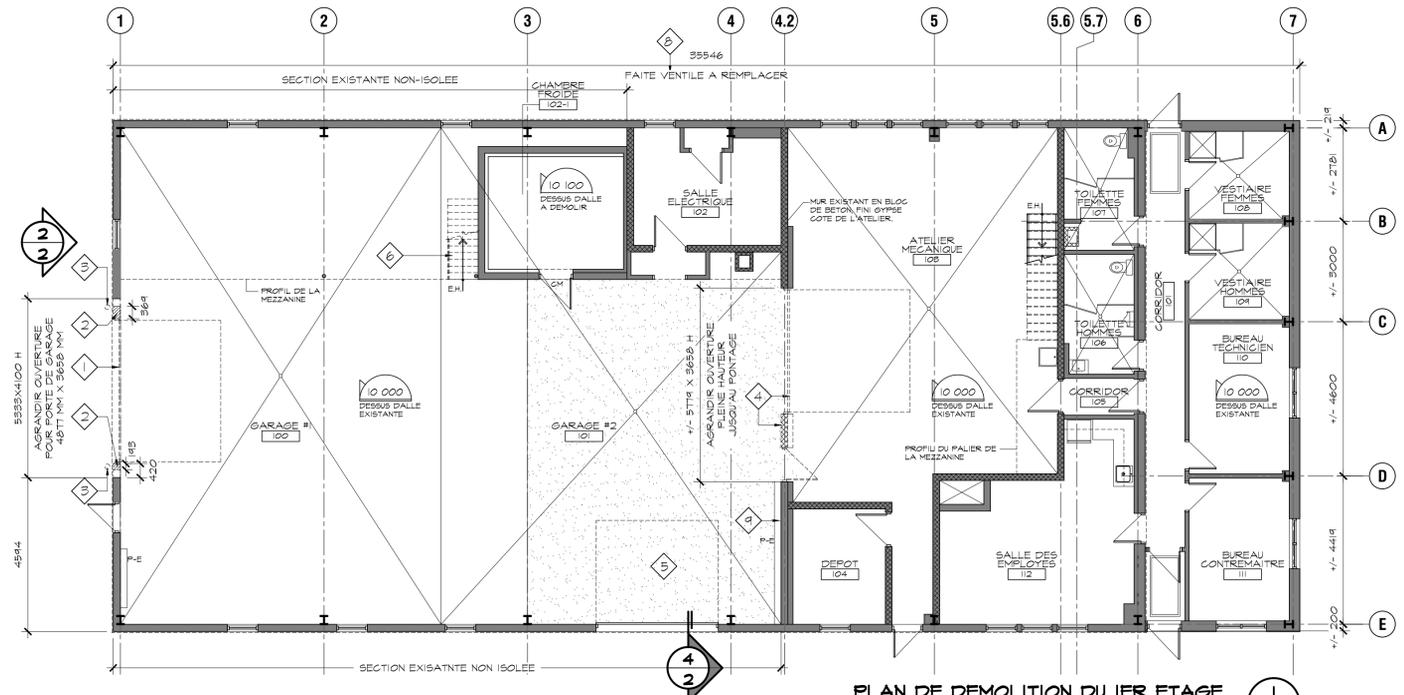
PLAN DE DEMOLITION MEZZANINE

ECHELLE : 1:100



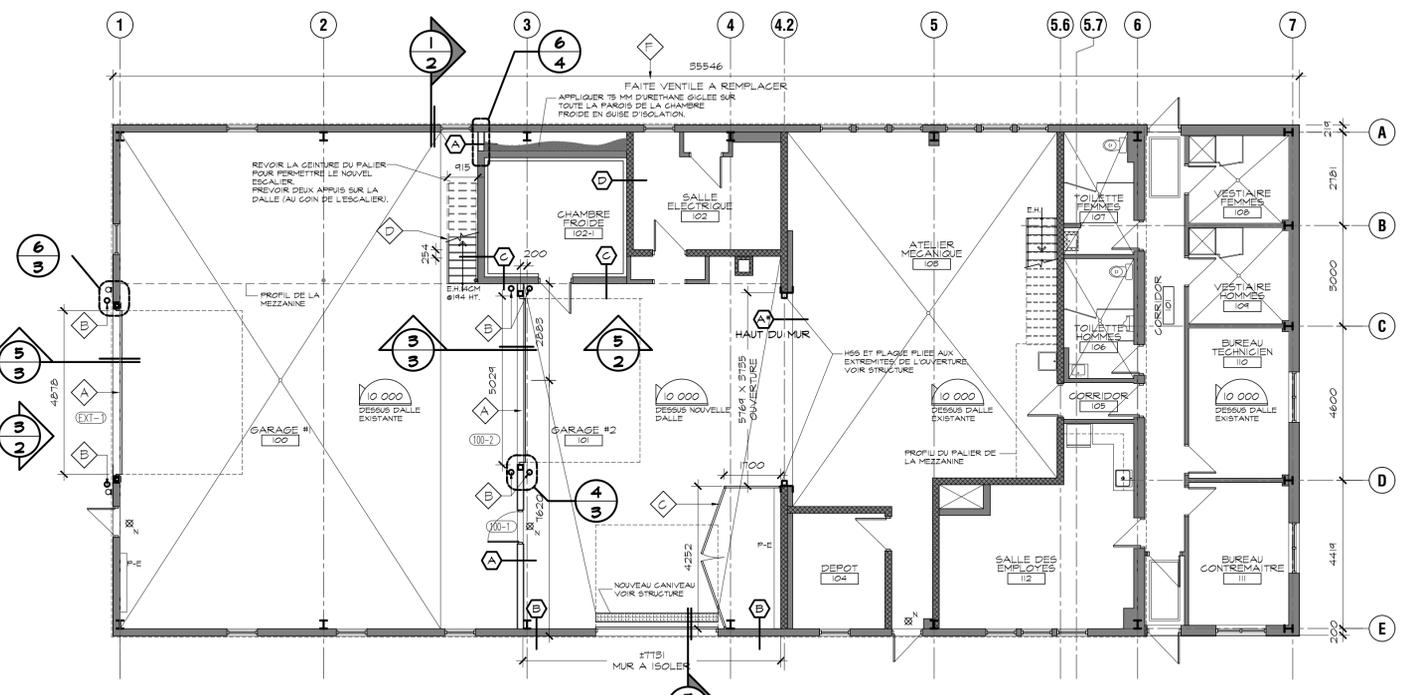
PLAN DE D'AMENAGEMENT MEZZANINE

ECHELLE : 1:100



PLAN DE DEMOLITION DU 1ER ETAGE

ECHELLE : 1:100



PLAN DE D'AMENAGEMENT 1ER ETAGE

ECHELLE : 1:100

LEGENDE:

- (X) : BULLE D'AXE.
- LOCAL XXXXX : NOM ET NUMERO DE LOCAL.
- (- - -) : NOTES REFERANT AUX LEGENDES
- (100-0) : NUMERO PORTE.
- (100-0) : BULLE DE NIVEAU DE PLANCHER.
- (A) : CLOISON TYPE, VOIR FEUILLE 4/4

NOTES DE DEMOLITION:

- 1 : PORTE DE GARAGE EXISTANTE 4 200 MM X 3 000 MM A DEMANTELER POUR PERMETTRE L'AGRANDISSEMENT DE LOUVERTURE EXISTANTE. COORD. AVEC LE PLAN D'INGENIEUR POUR LE POSITIONNEMENT DE LA STRUCTURE QUI SOUTIENDRA LE NOUVEAU LITEAU. LOUVERTURE SERA POSITIONNEE ENTRE 2 GRITS EXISTANTS, VALIDER SUR LE PLAN DE L'INGENIEUR POUR LES POSITIONNEMENTS EXACTS DE GÉO-CO. REMPLACER LE CADRE D'ACIER ET DEMOLIR ET RAGREER LE REVETEMENT METALLIQUE EXTERIEUR SUITE AU DEMANTELEMENT.
- 2 : COUPER LE MUR DE FONDATION DE PART ET D'AUTRES DE L'OUVERTURE, DIMENSIONS VOIR PLANS ET COORD. AVEC LE PLAN D'INGENIEUR.
- 3 : 2 BOLDARDS EN ACIER REMPLIS DE BETON A ENLEVER, PREVOIR DE REPARER LE PAVAGE A CES ENDOITS (APRES AVOIR FAIT LES TRAVAUX DES NOUVEAUX BOLDARDS), ENLEVER LES BOLDARDS JUSQU'A 14M DANS LE SOL, REPARER LE PAVAGE A CES ENDOITS SUR 400 MM.
- 4 : MUR DE BLOC DE BETON A DEMOLIR JUSQU'AU FONTEMENT SEULEMENT SUR LA LARGEUR ALLIANT DE LA PORTE DE GARAGE A LA PORTE PIETON, DEMANTELER LA PORTE DE GARAGE, AINSI QUE SON CADRE, LE MOTEUR, LES RAJLS ETC., LA PORTE PIETON ET LE CADRE EN ACIER, DEMOLIR LES SOUFFLAGES EN COLOMBAGES ET GYPSE DU COTE DE L'ATELIER MECANIQUE. FINIR LES EXTREMES AVEC DES HSS ET PLAQUES PLIEES. COORDONNER TOUTS LES TRAVAUX AVEC LES PLANS D'INGENIEUR.
- * PORTER UNE ATTENTION PARTICULIERE AUX CONDUITES D'ELECTRICITE EXISTANTE QUI DOIVENT ETRE MAINTENUES EN PLACE LORS DES TRAVAUX.
- 5 : COUPER LA DALLE DE BETON DANS LA NOUVELLE SECTION ISOLEE POUR PERMETTRE LE NOUVEAU PERCEMENT DE CANIVEAU ET ASSURER L'ISOLATION ADEQUATE SOUS DALLE. REVOIR LES PENTES POUR S'ASSURER DE DRAINER VERS LE CANIVEAU, POUR DIMENSIONS ET SPECIFICATIONS DU CANIVEAU, VOIR INGENIEUR ET DEVIS, VOIR DETAIL T15.
- 6 : ESCALIER EXISTANT ET SON GARDE-CORPS A DEMANTELER ET A REPARER A NEUF.
- 7 : GARDE-CORPS DE LA MEZZANINE EN ACIER AVEC GRILLAGE AYANT 19 800MM ET 2 SECTIONS DE 1 3050 MM DE LONGUEUR A ENLEVER ET A REMPLACER.
- 8 : ENLEVER ET REMPLACER LE FAITE DE TOIT VENTILE EXISTANT SUR TOUTE LA LONGUEUR DU TOIT.
- 9 : AUCUN TRAVAUX SUR CE MUR QUI CONTIENT TOUTS LES PANNEAUX ELECTRIQUES.

NOTES DE CONSTRUCTION:

- A : NOUVELLE PORTE DE GARAGE EN ACIER ISOLEE FORMAT 4875 L X 3650 H AVEC CADRE EN ACIER 16.2MM, VOIR DETAIL 3/2. AVEC OUVERTE-PORTE ELECTRIQUE, A RACCORDER - VOIR DEVIS.
- B : NOUVEAUX BOLDARDS EN ACIER GALVANISE PREPEINT REMPLIS DE BETON AYANT 152MM X 415MM H, ALLANT JUSQU'A 1512MM SOUS LE SOL. PREVOIR DE RASER LE PAVAGE SUR 1000MM APRES LES TRAVAUX POUR LA PORTE EXTERIEURE ET LA DALLE DU COTE INTERIEUR.
- C : NOUVELLE BARRIERE EN CLOTURE FROST D'ACIER GALVANISE SUR 2.4M DE HAUTEUR DEVANT LES PANNEAUX ELECTRIQUES. PREVOIR DES PORTES A BATTANTS SUR ROULETTES AVEC GUINAILLERIE ROBUSTE. PREVOIR UN LOQUET DE CLOTURE POUR FERMER LES PORTES ENTRE ELLES ET UN LOQUET DANS LE SOL POUR MAINTENIR LES PORTES FERMEES.
- D : NOUVEL ESCALIER ET GARDE-CORPS EN ACIER GALVANISE AVEC MARGE EN ACIER PLIEE BRIEE VOIR DETAIL I/4.
- E : NOUVEAUX GARDE-CORPS DE LA MEZZANINE EN ACIER GALVANISE AYANT 152MM X 415MM H ET 5/2 ET DETAIL 2/4. PREVOIR UNE SECTION COULISSANTE TEL.
- F : NOUVEAU FAITE DE TOIT VENTILE SUR LA PARTIE DE LA TOITURE EXISTANTE CHAUFFEE SUR TOUTE LA LONGUEUR, VOIR DETAIL 5/4.
- G : NOUVEAU VENTILATEUR D'ENTRETOIT DE TYPE DURAFLO A AJOUTER DANS LA SECTION DE TOITURE ISOLEE (GARAGE #2 ET ATELIER MECANIQUE) PREVOIR 3 DE CHAQUE COTE DE LA TOITURE, ASSURER L'ETANCHEITE.

SIGNIFICATION DES BULLES DE REFERENCE

- (- - -) : COUPE, LA FLECHE INDIQUE LE SENS VERS LEQUEL ON REGARDE LA PARTIE COUPEE.
- (- - -) : ELEVATION, LA FLECHE INDIQUE UN DES COTES DU BATIMENT REPRESENTE.
- (- - -) : INDIQUE LE NUMERO DE REFERENCE DU DETAIL / COUPE.
- (- - -) : INDIQUE LE NUMERO DE LA PAGE OU LE DETAIL / COUPE EST REPRESENTE(E).

LEGENDE:

- (- - -) : CLOISON EXISTANTE A DEMOLIR
- (- - -) : CLOISON EXISTANTE
- (- - -) : NOUVELLE CLOISON
- (- - -) : FENETRE EXISTANTE A DEMOLIR
- (- - -) : FENETRE EXISTANTE
- (- - -) : NOUVELLE FENETRE
- (- - -) : PORTE EXISTANTE A DEMOLIR
- (- - -) : PORTE EXISTANTE
- (- - -) : NOUVELLE PORTE

* LES PLANS DE L'EXISTANT, PARTIELS ONT ETE FOURNIS PAR LE CLIENT, UN RELIEF PARTIEL A ETE EFFECTUE PAR LES PROFESSIONNELS.

Rev.	Description	Dates :
3	POUR SOUMISSION	2017/03/31
2	POUR INFORMATION II	2017/03/01
1	POUR INFORMATION	2017/02/10

Scabu :

firmes d'ingenieur :
ANDRÉ PILON
INGÉNIEUR CONSEIL

Client : Agriculture et Agri-Food Canada
Canada

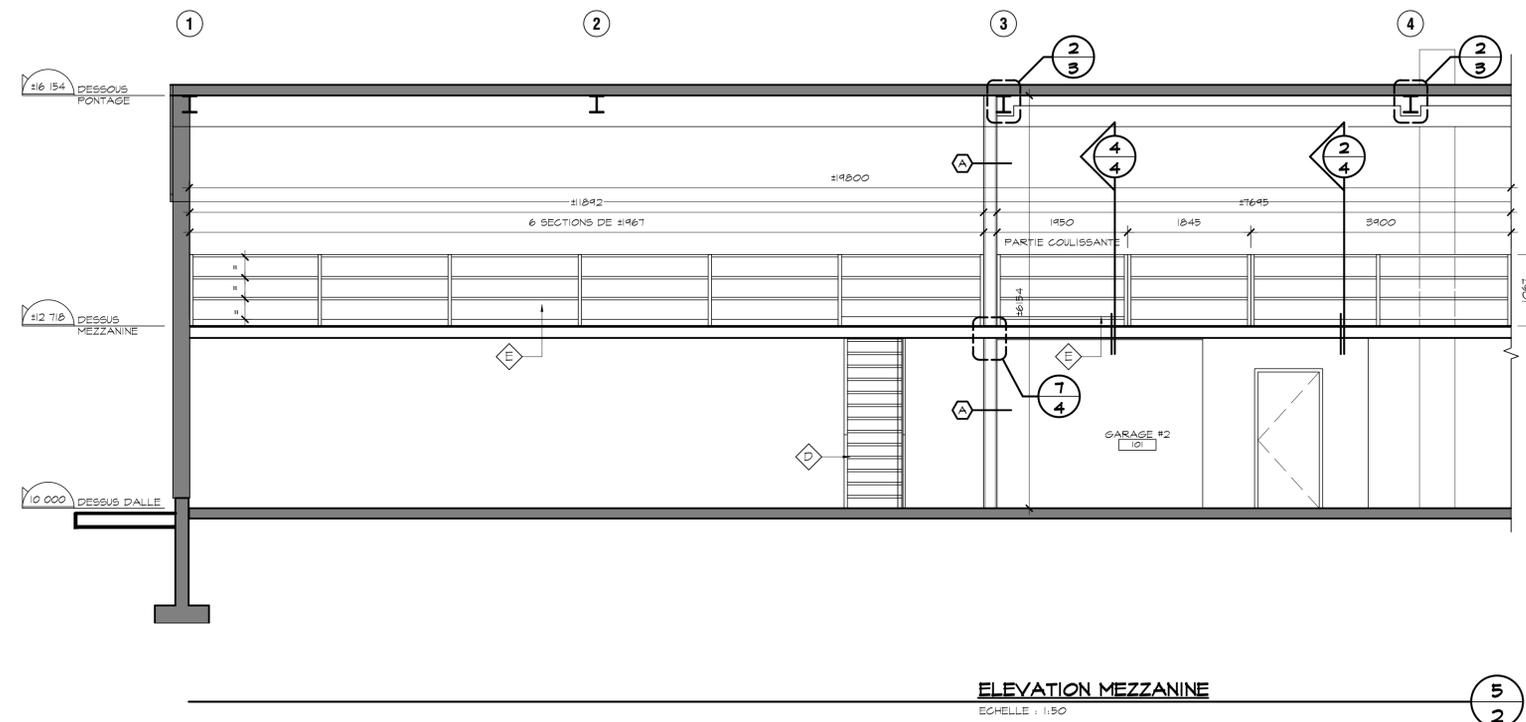
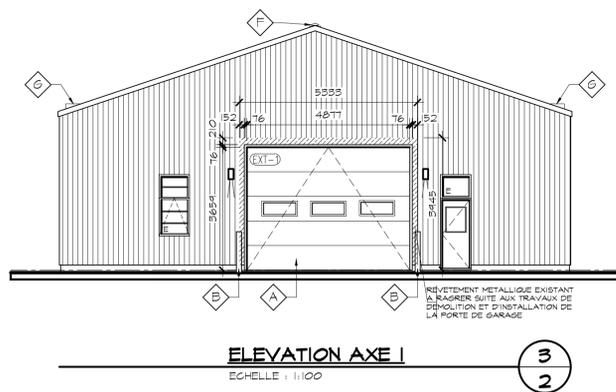
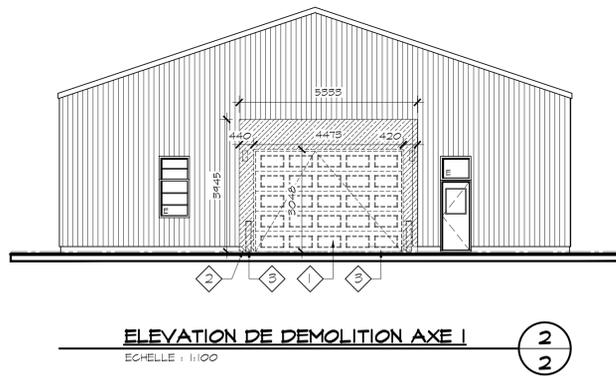
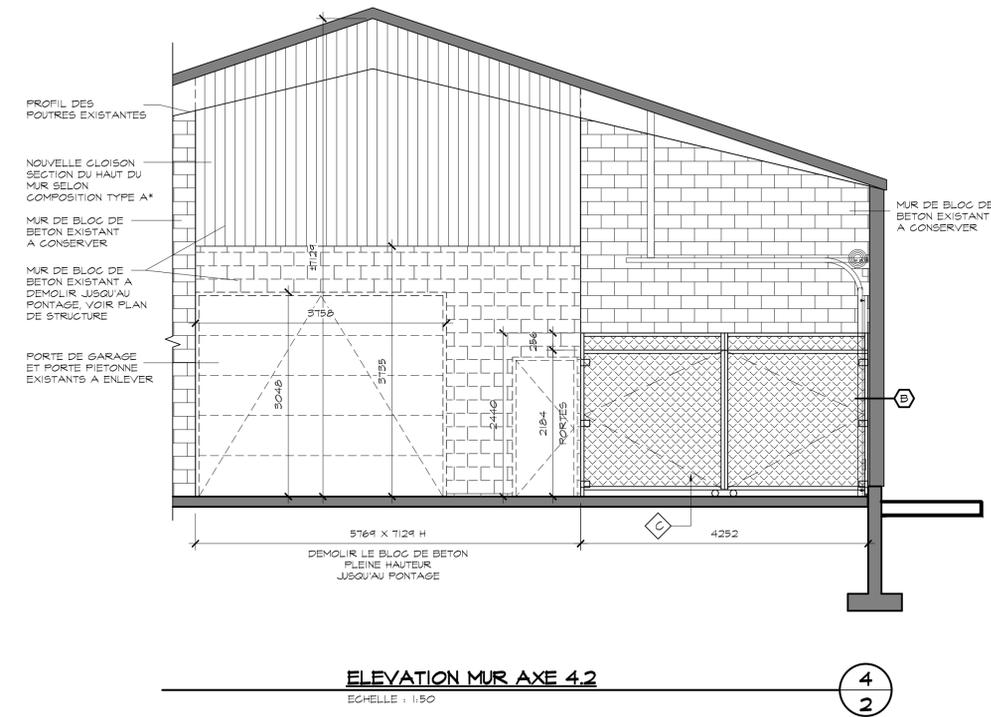
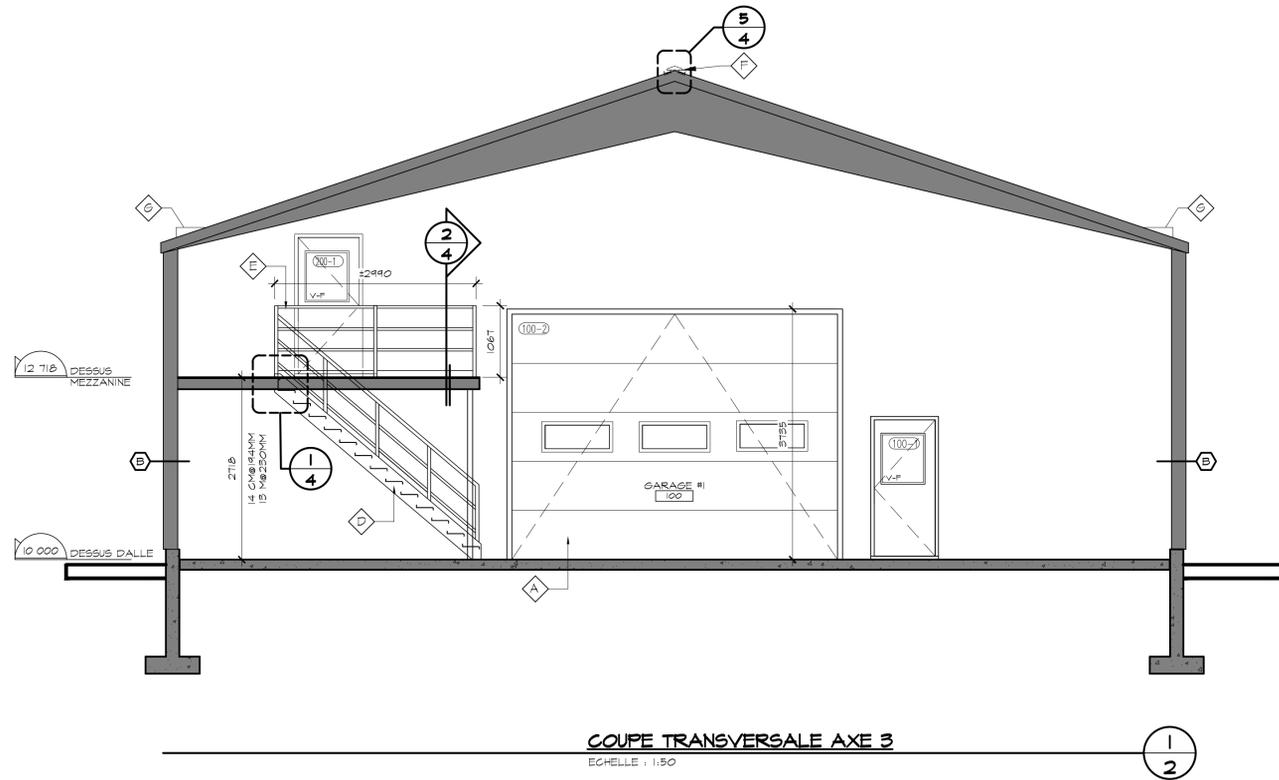
FERME EXPERIMENTALE DE L'ACADIE

Projet : AMELIORATION DU BATIMENT D'ENTREPOSAGE SCIENTIFIQUE (BATIMENT #14)
L'ACADIE, QC

Titre : PLAN DE DEMOLITION / PLAN DE CONSTRUCTION

SIGNIFICATION DES BULLES DE REFERENCE

- COUPE: LA FLECHE INDIQUE LE SENS VERS LEQUEL ON REGARDE LA PARTIE COUPEE.
- ELEVATION: LA FLECHE INDIQUE UN DES COTES DU BATIMENT REPRESENTE.
- INDIQUE LE NUMERO DE REFERENCE DU DETAIL / COUPE.
- INDIQUE LE NUMERO DE LA PAGE OU LE DETAIL / COUPE EST REPRESENTE(E).



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3	POUR SOUMISSION	2017/03/31
2	POUR INFORMATION II	2017/03/01
1	POUR INFORMATION	2017/02/10

Scéau :

firme d'ingénieur :



Cliant : Agriculture et Agroalimentaires Canada / Agriculture and Agri-Food Canada

FERME EXPERIMENTALE DE L'ACADIE

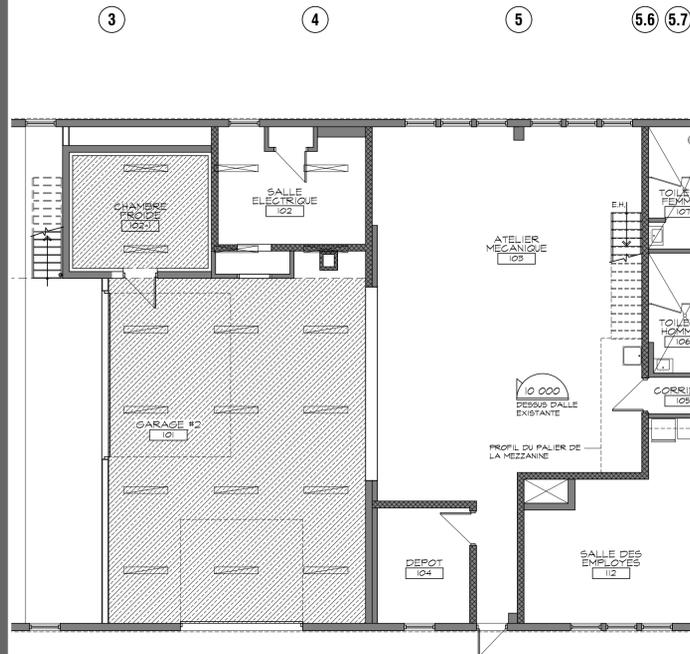
Projet : **AMELIORATION DU BATIMENT D'ENTREPOSAGE SCIENTIFIQUE (BATIMENT #14)**
 L'ACADIE, QC

Titre : **COUPE DE BATIMENT / ELEVATIONS / DETAILS**

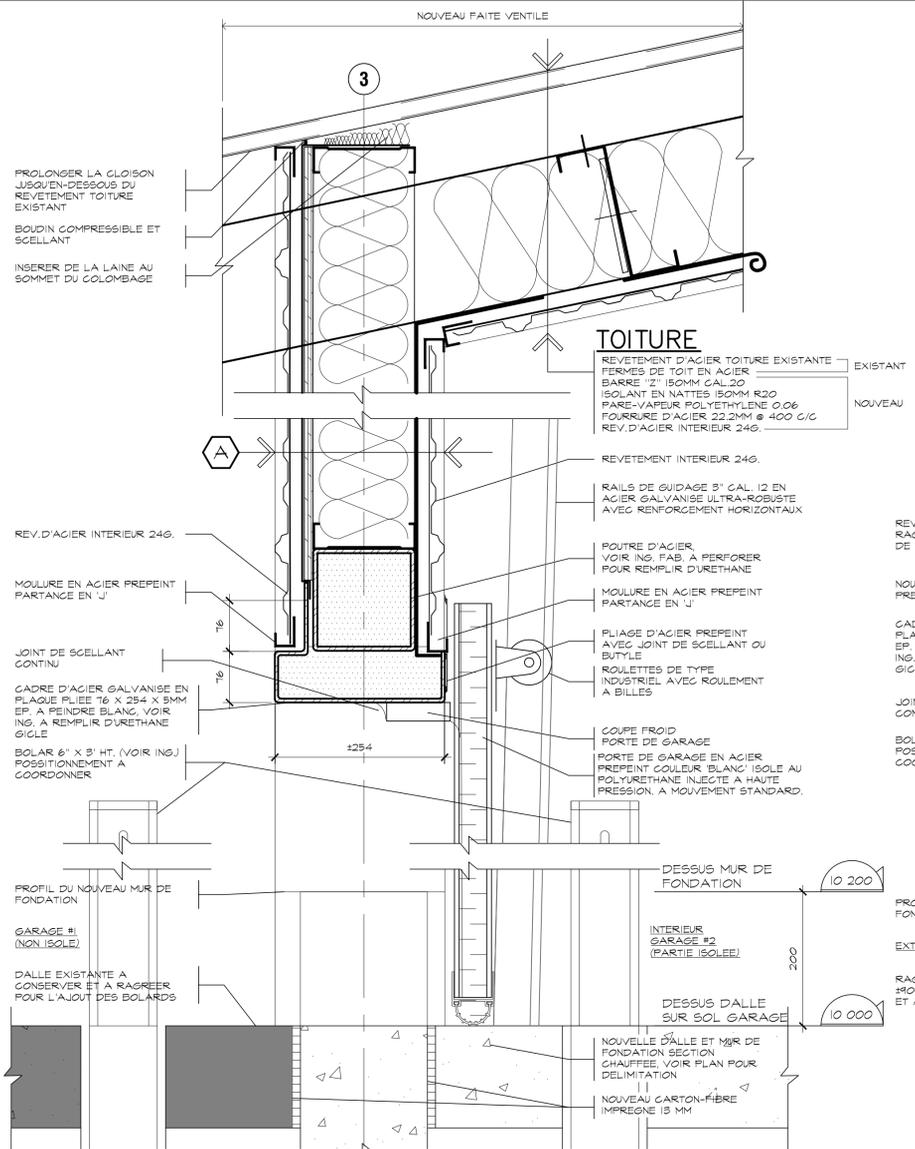
Dossier : EXEC Dessiné par : J.V./J.G.
 Echelle : INDIQUEES
 Date : FEVRIER 2017
 Fichier : ARI6-2060

LEGENDE PLAFOND:

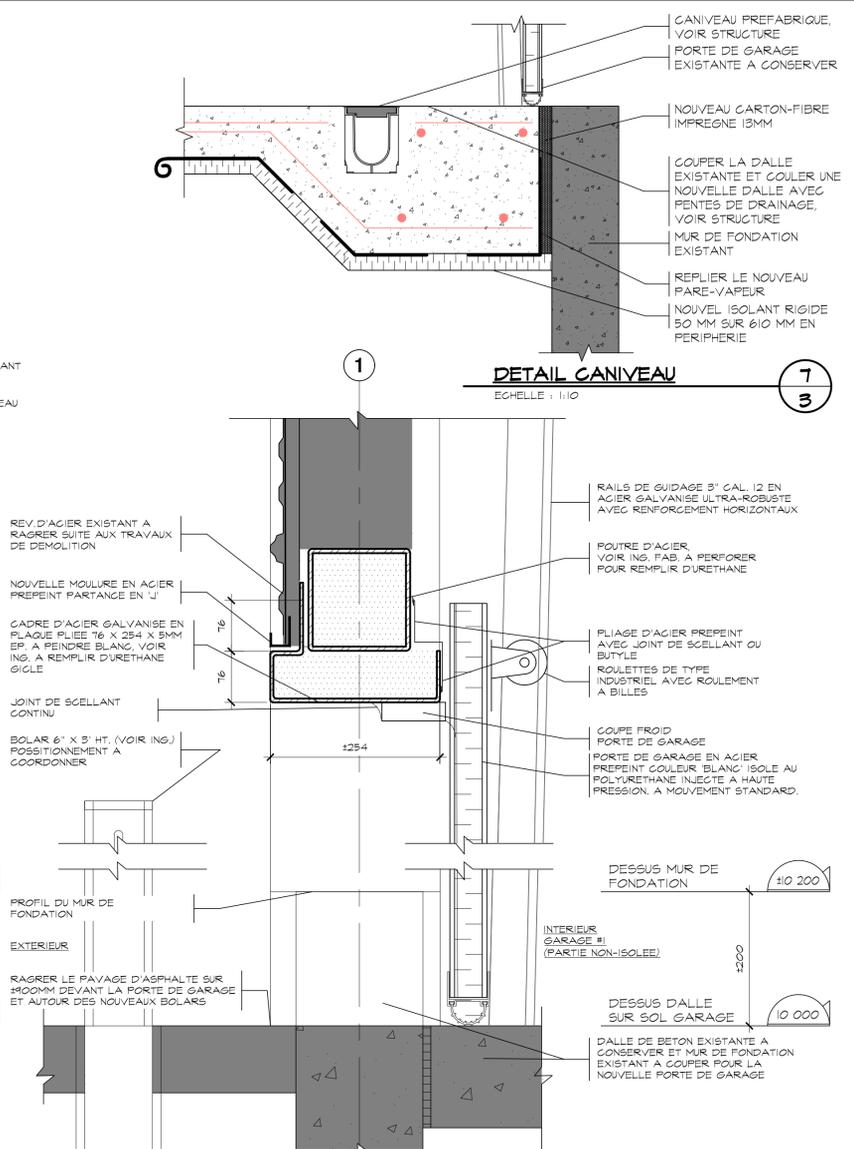
- INSTALLER UN REVETEMENT METALLIQUE AU PLAFOND DU GARAGE #1 ET ISOLER SELON COMPOSITION DETAIL 2/3.
- NOUVEAU LIMINAIRE, VOIR ING.
- NOUVEAU LIMINAIRE AU TOIT DE LA MEZZANINE, VOIR ING.



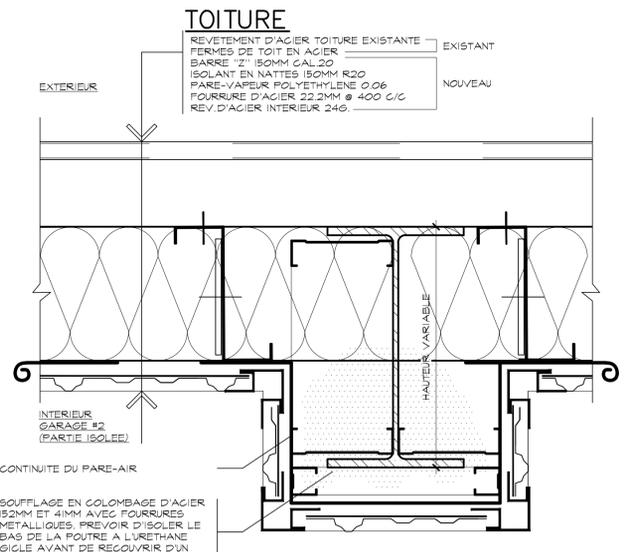
PLAN DE PLAFOND - PARTIEL - 1ER ETAGE
ECHELLE : 1/100



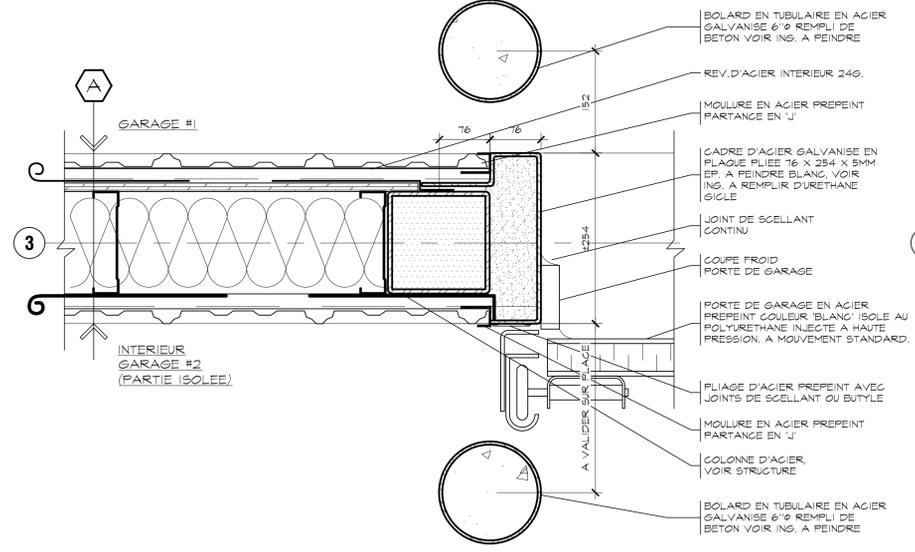
DETAIL TETE ET SEUIL PORTE DE GARAGE
ECHELLE : 1/5



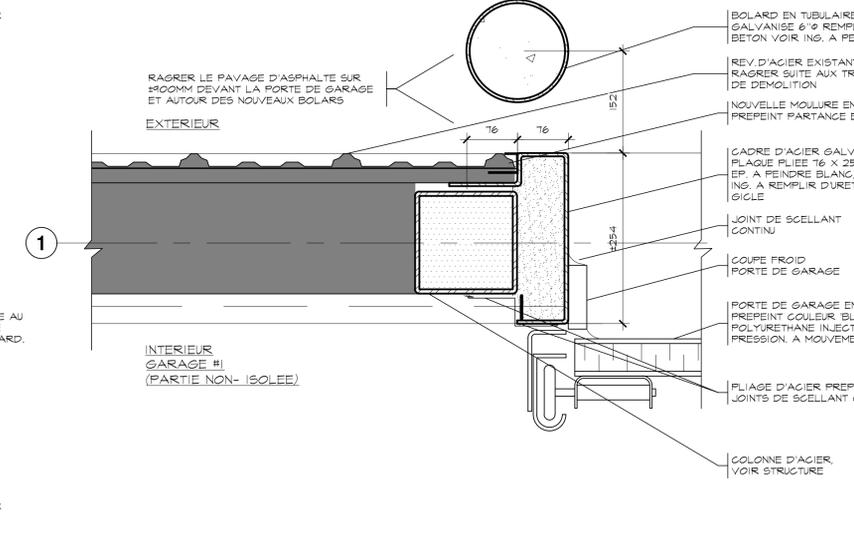
DETAIL TETE ET SEUIL PORTE DE GARAGE EXT.
ECHELLE : 1/5



DETAIL ISOLATION POUTRE DE TOITURE
ECHELLE : 1/5



DETAIL JAMBAGE PORTE DE GARAGE
ECHELLE : 1/5



DETAIL JAMBAGE PORTE DE GARAGE EXT.
ECHELLE : 1/5

JDA
J-DAGENAI ARCHITECTE
+ ASSOCIES

10 boulevard d'Anjou, suite 200,
Châteauguay, Qué. J6K 1B7
Bureau: 450 692 2568
jarchitecte.com

SIGNIFICATION DES BULLES DE REFERENCE

- COUPE, LA FLECHE INDIQUE LE SENS VERS LEQUEL ON REGARDE LA PARTIE COUPEE.
- ELEVATION, LA FLECHE INDIQUE UN DES COTES DU BATIMENT REPRESENTE.
- INDIQUE LE NUMERO DE REFERENCE DU DETAIL / COUPE.
- INDIQUE LE NUMERO DE LA PAGE OU LE DETAIL / COUPE EST REPRESENTE(E).

LEGENDE:

- CLOISON EXISTANTE A DEMOLIR
- CLOISON EXISTANTE
- NOUVELLE CLOISON
- FENETRE EXISTANTE A DEMOLIR
- FENETRE EXISTANTE
- NOUVELLE FENETRE
- PORTE EXISTANTE A DEMOLIR
- PORTE EXISTANTE
- NOUVELLE PORTE

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3	POUR SOUMISSION	2017/03/31
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1	POUR INFORMATION	2017/02/10

Scsba :

Rev. Description Dates :

firmes d'ingenieur :

ANDRÉ PILON
INGÉNIEUR CONSEIL

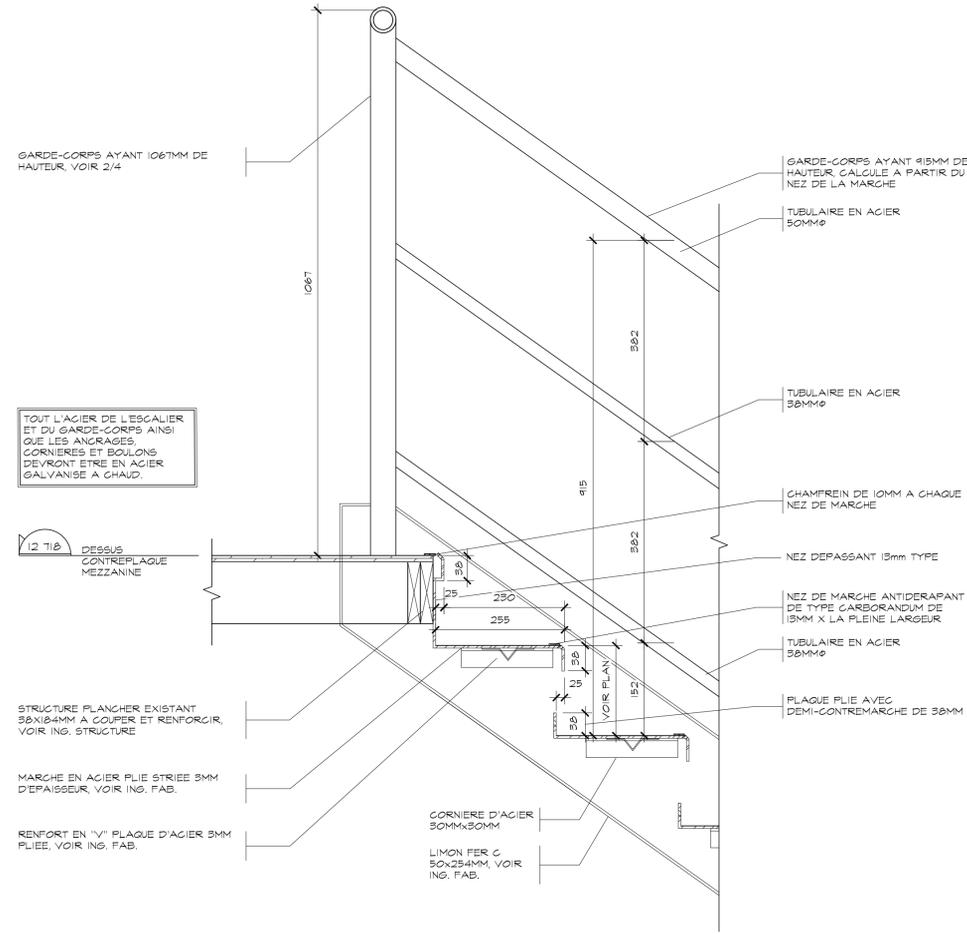
Clients : Agriculture et Agroalimentaire Canada / Agriculture and Agri-Food Canada

FERME EXPERIMENTALE DE L'ACADIE

Projet : **AMELIORATION DU BATIMENT D'ENTREPOSAGE SCIENTIFIQUE (BATIMENT #14)**
L'ACADIE, QC

Titre : **PLAN DE PLAFOND / COMPOSITIONS TYPES / DETAILS**

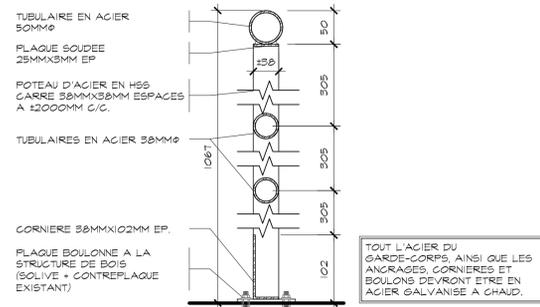
Dossier : EXEC Dessiné par : J.V./J.G.
Echelle : INDIQUEES
Date : FEVRIER 2017
Fichier : ARIE-2060



DETAIL ESCALIER MEZZANINE

ECHELLE : 1/10

1
4



COUPE GARDE-CORPS MEZZANINE

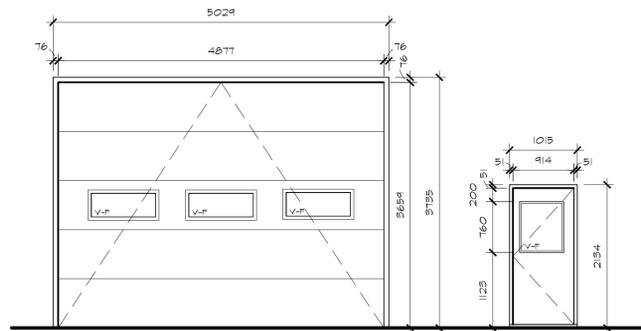
ECHELLE : 1/5

2
4

PORTES :

(100-1) PORTE ET CADRE EN ACIER ISOLÉE - COUPE FROID PÉRIPHÉRIQUE, FERME-PORTE ET SEUIL D'ALUMINIUM, 614 X 2032 VITRAGE EN VERRE FIXE THERMOS ET TREMPÉ CADRE 1015X2154

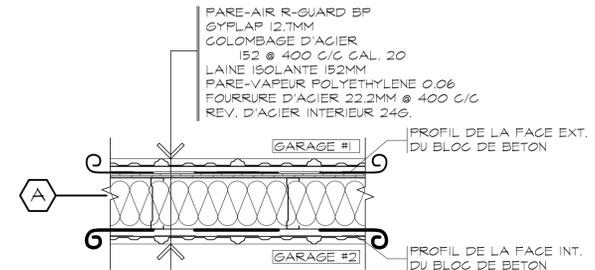
(100-2) PORTE DE GARAGE EN ACIER ISOLÉE MODÈLE G-5000 DE SARAGA, COULEUR BLANC AVEC RAILS ROBUSTES ET MOTEUR ÉLECTRIQUE À DÉTECTEUR DE MOUVEMENT INFRAROUGE, CADRE EN ACIER ISOLÉ AYANT T6,2MM VOIR DETAIL 3/2.



ELEVATION DES PORTES ET CADRES

ECHELLE : 1/50

3
4

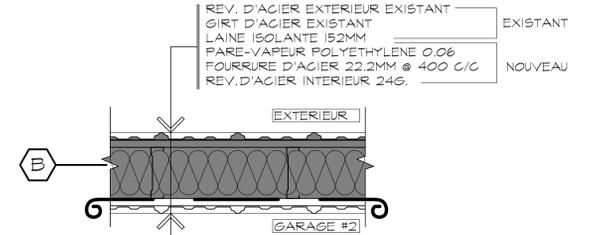


NOTE : CLOISON INTÉRIÈRE APPLICABLE ENTRE LE GARAGE #1 (PARTIE NON-ISOLÉE) ET LE GARAGE #2 (A ISOLER).

PROLONGER LA CLOISON JUSQU'AU PONTAGE DE LA MEZZANINE (ENTRE LES SOLIVES)

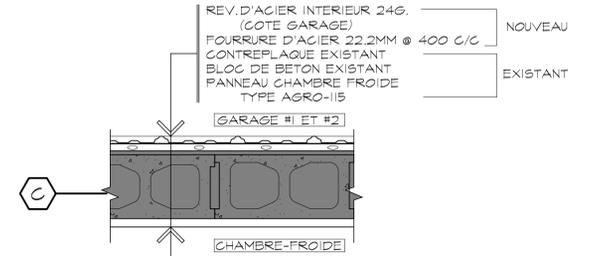
PROLONGER LA CLOISON JUSQU'AU PONTAGE POUR LA RÉSISTANCE THERMIQUE.

MÊME COMPOSITION QUE LA CLOISON -A- EXCEPTÉ D'ENLEVER LA LAINE ET LE PARE-VAPEUR APPLICABLE POUR LE HAUT DU MUR DE L'AXE 4.2.

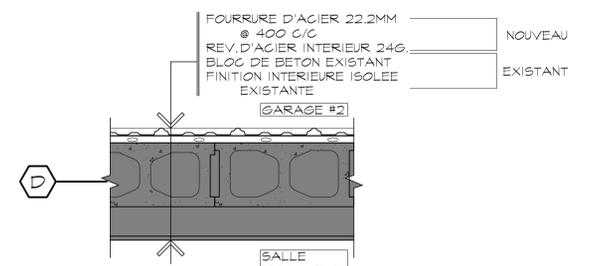


NOTE : ISOLATION DU MUR EXTÉRIEUR EXISTANT DANS LE GARAGE #2 A ISOLER

PROLONGER LES CLOISONS JUSQU'AU PONTAGE POUR LA RÉSISTANCE THERMIQUE.



NOTE : CLOISON INTÉRIÈRE APPLICABLE ENTRE LE GARAGE #1 ET #2 ET LA CHAMBRE FROIDE EXISTANTE.

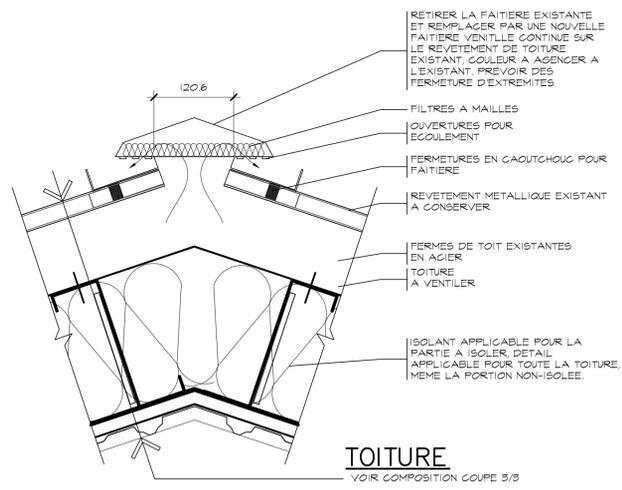


NOTE : REVÊTEMENT À FINIR SOUS LA MEZZANINE EXISTANTE 12540MM DE HAUTEUR.

CLOISONS TYPES

ECHELLE : 1/10

4
4



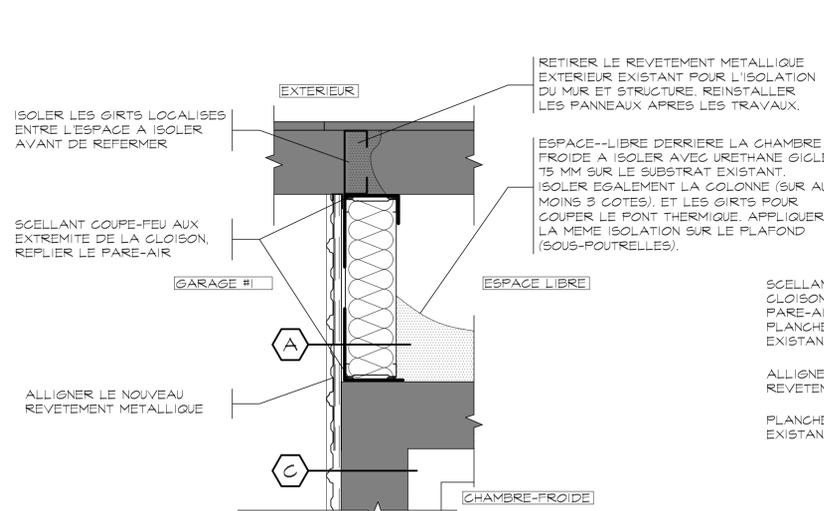
TOITURE

VOIR COMPOSITION COUPE 3/3

DETAIL FAITE DE TOIT

ECHELLE : 1/5

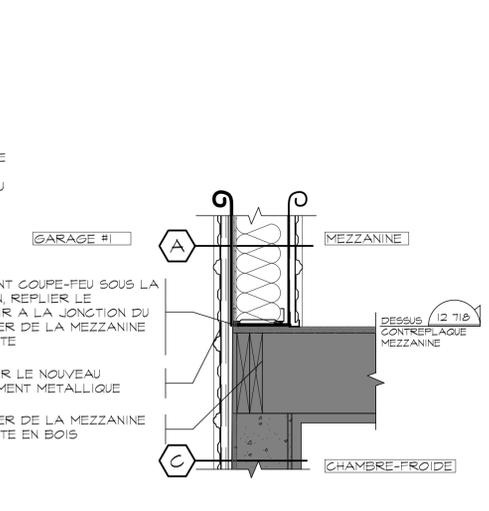
5
4



DETAIL MUR CHAMBRE FROIDE

ECHELLE : 1/10

6
4



DETAIL JONCTION CLOISON / MEZZ

ECHELLE : 1/10

7
4

Rev.	Description	Dates :
3	POUR SOUMISSION	2017/03/31
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1	POUR INFORMATION	2017/02/10

Revisé :

Scabou :

firmes d'ingénieur :
ANDRÉ PILON
 INGÉNIEUR CONSEIL

Client : Agriculture et Agroalimentaire Canada / Agriculture and Agri-Food Canada

FERME EXPERIMENTALE DE L'ACADIE

Projet : **AMELIORATION DU BATIMENT D'ENTREPOSAGE SCIENTIFIQUE (BATIMENT #14)**
 L'ACADIE, QC

Titre :

DETAILS

Dossier : EXEC Dessiné par : J.V./J.G.
 Echelle : INDIQUEES
 Date : FEVRIER 2017
 Fichier : ARI6-2060



Appendix "F"

INSURANCE TERMS



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 Contactor 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-owed 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.



Appendix "G"

CONTRACT DOCUMENTS

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.



Appendix "H"

CONTRACT

CONTRACT

PURCHASING OFFICE

Agriculture and Agri-Food Canada
 Eastern Service Centre
 Tender Receiving Unit
 2001 Robert-Bourassa Boulevard, Suite 671-TEN
 Montréal, Quebec
 H3A 3N2

Your tender is accepted 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 or prices set out therefor.

Comments

Vendor / Firm Name and Address

Title		
Solicitation / Contract No.		Date
Client Reference No.		
File No.		
Financial Code(s)		<input type="radio"/> GST <input type="radio"/> HST <input type="radio"/> QST
F.O.B Destination		
Applicable Taxes Included		
Destination		
Invoices - Original and two copies to be sent to :		
Address Enquiries to:		
Telephone No.	Ext.	Fax No.
Total Estimated Cost	Currency Type CAD	
For the Minister		
Signature		Date



FORMS

- Bid Bond
- Certificate of Insurance
- Labour and Material Payment Bond
- Performance Bond
- T4-A Certification

BID BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Oblige, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__.

WHEREAS, the Principal has submitted a written tender to the Crown, dated the _____ day of _____, 20__,

for _____

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in this bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

CERTIFICATE OF INSURANCE

To be completed by the Insurer

CONTRACT					
Description and location of work					Contract No.
					Project No.
INSURER			BROKER		
Company name			Company name		
Unit/Suite/Apt.	Street number	Number suffix	Unit/Suite/Apt.	Street number	Number suffix
Street name			Street name		
Street type	Street direction	PO Box or Route Number	Street type	Street direction	PO Box or Route Number
Municipality (City, Town, etc.)			Municipality (City, Town, etc.)		
Province/State	Postal/ZIP code		Province/State	Postal/ZIP code	
INSURED			ADDITIONAL INSURED		
Contractor name			Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food Canada.		
Unit/Suite/Apt.	Street number	Number suffix			
Street name					
Street type	Street direction	PO Box or Route Number			
Municipality (City, Town, etc.)					
Province/State	Postal/ZIP code				
This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and Her Majesty the Queen in right of Canada, represented by the Minister of Agriculture and Agri-Food Canada.					
POLICY					
Type	Number	Inception date	Expiry date	Limit of liability (\$)	
Commercial General Liability					
Builder's Risk "All Risks"					
Installation Floater "All Risks"					
Other (list)					
Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and the Named insured in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.					
_____			_____		_____
Name of Insurer's Officer or Authorized Employee			Telephone number		Ext.
_____			_____		
Signature			Date		

LABOUR AND MATERIAL PAYMENT BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,

hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__

WHEREAS, the Principal has entered into a Contract with the Crown dated the _____ day of _____, 20__,
for _____

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the Crown that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the Crown may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the Crown is assigned by virtue of Part VIII of the *Financial Administration Act* to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out 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. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the Crown shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.

6. No suit or action shall be commenced hereunder by any Claimant:

- (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
 - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal;
- (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
- (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.

7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.

9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

PERFORMANCE BOND

BOND NUMBER: _____

AMOUNT: _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety,
hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as represented by the Minister of Agriculture and Agri-Food, as Obligee, hereinafter called the Crown, in the amount of

_____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, 20__.

WHEREAS, the Principal entered into a Contract with the Crown dated the _____ day of _____, 20__,
for _____

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the Crown to be, in default under the Contract, the Surety shall:
 - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
 - (b) if the work is taken out of the Principal's hands and the Crown directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work,
 - (i) it shall be between the Surety and the completing contractor, and
 - (ii) the selection of such completing contractor shall be subject to the approval of the Crown,
 - (c) if the work is taken out of the Principal's hands and the Crown, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the Crown under the Contract,
 - (d) be liable for and pay all the excess costs of completion of the Contract, and
 - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the Crown, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the Crown, any Contract moneys earned by the Principal or holdbacks related thereto held by the Crown may be paid to the Surety by the Crown.
2. The Surety shall not be liable for a greater sum than the amount specified in this Bond.
3. No suit or action shall be instituted by the Crown herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.



T4-A CERTIFICATION

The Contractor shall complete and submit this T4-A Certification within fourteen (14) calendar days of Notification of Contract award and within fourteen (14) calendar days immediately following any change to the information already provided under the Contract. Failure to provide this information or failure to provide the correct information shall result in a fundamental breach of the Contract.

1. The Contractor shall enter a [x] in one of the boxes below opposite the description that best describes its status.

- [] A business incorporated either federally or provincially;
[] An unincorporated business, either as a sole proprietor or a partnership; or
[] An individual.

Note: The information provided in Section 2 must correspond with that provided in Section 1.

Corporate or unincorporated business or individual's name: _____

Street Name or Box #: _____

City, Town or Village: _____

Province: _____

Postal Code: _____

2. Contractor shall complete Section 2(a) or 2(b) or 2(c), whichever is applicable to its situation.

(a) If incorporated:

Business Number (BN): _____, or
GST / HST Number: _____, or
T2 Corporation Tax Number (T2N): _____, whichever is applicable

(b) If unincorporated:

Social Insurance Number (SIN): _____, and
Business Number (BN): _____, or
GST / HST Number: _____, whichever is applicable

Note: The Unincorporated Business Name must be the same as the name associated with the Revenue Canada Business Number or the GST Number.

(c) If individual:

Social Insurance Number (SIN): _____, and
Business Number (BN): _____, or
GST / HST Number: _____, whichever is applicable

Note: The Individual's Name must be the same as the name associated with the Social Insurance Number.

3. WE HEREBY CERTIFY that I/We have examined the information provided above, including the legal name, address and Revenue Canada identifier (SIN, BN, GST / HST No., T2N), as applicable, and that it is correct and complete, and fully discloses my/our identification.

Contractor's signature Title of Signatory Date