

INVITATION TO TENDER

RETURN BIDS TO:

Bid Receiving / Agriculture and Agri-Food Canada

Agriculture and Agri-Food Canada
 Central Experimental Farm (CEF)
 K.W. Neatby Building #20 (Main Entrance)
 960 Carling Avenue, Ottawa, ON K1A 0C6
 Attn: Daniel Lafreniere
 Solicitation #19-1107

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

ISSUING OFFICE

Agriculture and Agri-Food Canada
 Integrated Services
 Ottawa, Ontario
 K1A 0C6

Title Asbestos Remediation - Various Buildings - CEF, Ottawa		
Solicitation No. 19-1107		Date 2020-01-09
Client Reference No. CEF19 0017		
File No. 19-1107		
Solicitation Closes: Thursday, January 23, 2020, at 02:00 PM, EST.		
F.O.B. <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other		
Address Enquiries to: Daniel Lafreniere		
Title: Senior Contracts Officer		
Email: daniel.lafreniere@canada.ca		
Telephone Number	Ext.	Fax Number
613 759-6876		
Destination Agriculture and Agri-Food Canada Central Experimental Farm (CEF) 960 Carling Ave. Ottawa ON K1A 0C6		

Instructions: See Herein

Delivery Required	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 _____

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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, January, 14, 2020 at 10:00 AM PM EST.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

Interested bidders are to meet at:

Agriculture and Agri-Food Canada
Central Experimental Farm (CEF)
K. W. Neatby Building #20, (Main Entrance)
960 Carling Avenue
Ottawa, Ontario K1A 0C6

SI04 REVISION OF BID

- 1) A bid may be revised by letter in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS.

BID RESULTS

SI05

Following bid closing, bid results may be obtained from the bid receiving office by

- 1) email at daniel.lafreniere@canada.ca.

INSUFFICIENT FUNDING

SI06

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may:

- 1)

- (a) cancel the solicitation; or
- (b) obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- (c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI07 BID VALIDITY PERIOD

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

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

SI08 CONSTRUCTION DOCUMENTS

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

SI09 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Canadian economic sanctions

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

SI10 PERSONNEL SECURITY REQUIREMENTS

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



GENERAL INSTRUCTIONS TO BIDDERS

- GI01 Completion of Bid
- GI02 Identity or Legal Capacity of the Bidder
- GI03 Applicable Taxes
- GI04 Capital Development and Redevelopment Charges
- GI05 Registry and Pre-qualification of Floating Plant
- GI06 Listing of Subcontractors and Suppliers
- GI07 Bid Security Requirements
- GI08 Submission of Bid
- GI09 Revision of Bid
- GI10 Rejection of Bid
- GI11 Bid Costs
- GI12 Compliance with Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Conflict of Interest – Unfair Advantage
- GI15 Integrity Provisions – Bid
- GI16 Code of Conduct for Procurement – Bid

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 <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494#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 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.

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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 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 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 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:
 - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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 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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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:
- (a) if the Bidder, any of its subcontractors, any of their respective employees or former

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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*,
 - b. it understands that certain domestic and foreign criminal charges and convictions, and

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

- 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.

MAJOR WORKS - CONTRACT DOCUMENTS

SC01 CONTRACT DOCUMENTS

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

SC02 ACCEPTANCE AND CONTRACT

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



MAJOR WORKS – GENERAL CONDITIONS

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MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:

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GC1 GENERAL PROVISIONS

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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
- GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION
- GC5.11 DELAY IN MAKING PAYMENT
- GC5.12 INTEREST ON SETTLED CLAIMS
- GC5.13 RETURN OF SECURITY DEPOSIT

GC5.1 INTERPRETATION

In these Terms of Payment

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

GC5.2 AMOUNT PAYABLE

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

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

GC5.3 (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.



INSURANCE TERMS

IN1 GENERAL

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

IN2 COMMERCIAL GENERAL LIABILITY

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

IN3 AUTOMOBILE INSURANCE

- IN3.1 Scope of Policy

IN1 GENERAL

IN1.1 Worker's Compensation

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

IN1.2 Indemnification

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

IN1.3 Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a CERTIFICATE OF INSURANCE (form AAFC / AAC5314) available upon request.
- 2) In the event that the Contractor already possesses an insurance certificate clearly demonstrating that their insurance coverage meets IN2.1 Scope of Policy provisions, then the Contractor may deposit an original copy of this insurance certificate.
- 3) 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.

BID AND ACCEPTANCE FORM

CONSTRUCTION CONTRACT - MAJOR WORKS

BA01 IDENTIFICATION					
Description of the Work Asbestos Remediation - Various Buildings - CEF, Ottawa					
Solicitation Number 19-1107			File / Project Number CEF19 0017		
BA02 BUSINESS NAME AND ADDRESS OF BIDDER					
Name					
Address					
Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type	Street direction
PO Box or Route Number			Municipality (City, Town, etc.)	Province	Postal code
Phone number		Fax number		Email address	
BA03 THE OFFER					
1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of: \$ _____ excluding Applicable Taxes (GST/HST/QST). (to be expressed in numbers only)					
BA04 BID VALIDITY PERIOD					
1) The bid shall not be withdrawn for a period of <u>60</u> 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 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</u> <u>2020-03-20</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.



SPECIFICATIONS

#19-1107

FOR

ASBESTOS REMEDIATION

of

BUILDINGS, 18, 21, 22, 23, 34,
36, 37, 39, 49, 50, 55, 56, 57,
60, 72, 76, 82, 94, 97, 99, 107,
110, 114, 136, 138, 140, 142,
and 143.

CENTRAL EXPERIMENTAL FARM (CEF)
Agriculture and Agri-Food Canada (AAFC)
960 Carling Ave.
Ottawa, ON K1A 0C6

Part 1 General

- .1 Comply with requirements of this Section when performing the following work:
 - .1 The removal or disturbance of a non-friable material provided only non-powered hand tools are used and the material is wetted during removal.
 - .2 Disturbance of less than one square metre of drywall in which the joint compound is asbestos-containing.
 - .3 Disturbance of less than two square metres of ceiling tiles provided that they are not broken, crushed, pulverized, etc.
 - .4 Disturbance of asbestos-containing materials under low-risk precautionary measures out outlined in the below-noted spreadsheet.
- .2 Refer to attached Summary of Damaged Asbestos-Containing Materials spreadsheet for an inventory of materials to be included for abatement, including asbestos precautionary measures required.

1.1 RELATED SECTIONS

- .1 Section 02 82 00.02 – Asbestos Abatement: Intermediate Precautions
- .2 Section 02 82 00.03 – Asbestos Abatement: Maximum Precautions

1.2 REFERENCES

- .1 *Canadian General Standards Board (CGSB).*
 - .1 *CAN/CGSB-1.205-03, Sealer for Application of Asbestos-Fibre Releasing Materials.*
- .2 *Department of Justice Canada (Jus).*
 - .1 *Canadian Environmental Protection Act, 1999 (CEPA).*
- .3 *Health Canada/Workplace Hazardous Materials Information System (WHMIS).*
 - .1 *Material Safety Data Sheets (MSDS).*
- .4 *Transport Canada (TC).*
 - .1 *Transportation of Dangerous Goods Act, 1992 (TDGA)*
- .5 *Ontario Dangerous Goods Transportation Act*
- .6 *Ontario Environmental Protection Act, R.R.O 1990,*
 - .1 *General – Waste Management, O. Reg. 347/90, as amended.*
- .7 *Underwriters' Laboratories of Canada (ULC).*
- .8 *National Joint Council (NJC).*
 - .1 *Part XI – Hazardous Substances.*
- .9 *PSPC Asbestos Management Standard*
- .10 *Canada Labour Code Part II*
 - .1 *Canada Occupational Health and Safety Regulations*
- .11 *Ontario Ministry of Labour (MoL).*
 - .1 *Occupational Health and Safety Act, R.S.O 1990, c. O1 (OSHA)*

- .1 *O.Reg. 278/05 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, as amended*
- .2 *Ontario Occupational Health and Safety Act, R.S.O. 1990, Regulation 490/09 “Designated Substances”, as amended.*
- .3 *O.Reg. 213/91 - “Construction Projects”, as amended.*

1.3 DEFINITIONS

- .1 HEPA vacuum: DOP tested High Efficiency Particulate Air filtered vacuum equipment with filter system capable of collecting and retaining fibres greater than 0.3 microns in any direction at 99.97% efficiency.
- .2 Amended Water: water with non-ionic surfactant wetting agent added to reduce surface tension of water to allow thorough wetting of fibres.
- .3 Asbestos-Containing Materials (ACMs): materials that contain 0.5 percent or more asbestos by dry weight, identified under Existing Conditions including fallen materials and settled dust.
- .4 Asbestos Work Area: area where work takes place which will, or may, disturb ACMs.
- .5 Authorized Visitors: Departmental Representative, and representative(s) of regulatory agencies.
- .6 Competent worker: in relation to specific work, means a worker who:
 - .1 Is qualified because of knowledge, training and experience to perform the work.
 - .2 Is familiar with the provincial laws and with the provisions of the regulations that apply to the work.
 - .3 Has knowledge of all potential or actual danger to health or safety in the work.
- .7 DOP Test: testing method used to determine integrity of unit using Dispersed Oil Particulate (DOP) HEPA-filter leak test.
- .8 Friable material: means material that:
 - .1 When dry, can be crumbled, pulverized or powdered by hand pressure, or is crumbled, pulverized or powdered.
- .9 Hazardous Material Workplan: A brief report identifying the location and quantities of hazardous materials and the methods that will be used to remove, store, transport and dispose of them.
- .10 Non-Friable Material: material that when dry cannot be crumbled, pulverized or powdered by hand pressure.
- .11 Occupied Area: any area of the building or work site that is outside Asbestos Work Area.
- .12 Polyethylene: rip-proof polyethylene sheeting with tape along edges, around penetrating objects, over cuts and tears, and elsewhere as required to provide protection and isolation.
- .13 Sprayer: garden reservoir type sprayer or airless spray equipment capable of producing mist or fine spray. Sprayer must have appropriate capacity for work.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit proof satisfactory to the Departmental Representative that suitable arrangements have been made to dispose of asbestos-containing waste in accordance with requirements of authority having jurisdiction.
- .2 Submit Provincial/Territorial and/or local requirements for Notice of Project Form.
- .3 Submit proof of Contractor's Asbestos Liability Insurance.
- .4 Submit to the Departmental Representative necessary permits for transportation and disposal of asbestos-containing waste and proof that asbestos-containing waste has been received and properly disposed.
- .5 Submit proof that all asbestos workers and/or supervisor have received appropriate training and education by a competent person in the hazards of asbestos exposure, good personal hygiene and work practices while working in Asbestos Work Areas, and the use, cleaning and disposal of respirators and protective clothing.
- .6 Submit proof satisfactory to Departmental Representative that employees have appropriate respirator fitting and testing (fit test certificates). Workers must be fit-tested (qualitative as a minimum) with respirator that is personally issued.
- .7 Asbestos abatement section within Hazardous Material Work Plan.

1.5 QUALITY ASSURANCE

- .1 Regulatory Requirements: comply with Federal, Provincial/Territorial, and local requirements pertaining to asbestos, provided that in case of conflict among these requirements or with these specifications, more stringent requirement applies. Comply with regulations in effect at time Work is performed.
- .2 Health and Safety:
Safety Requirements: worker protection.
 - .1 Protective equipment and clothing to be worn by workers while in Asbestos Work Area include:
 - .1 As a minimum, air purifying half-mask respirator with P-100 particulate filter, personally issued to worker and marked as to efficiency and purpose, suitable for protection against asbestos and acceptable to Provincial Authority having jurisdiction. The respirator to be fitted so that there is an effective seal between the respirator and the worker's face, unless the respirator is equipped with a hood or helmet. The respirator to be cleaned, disinfected and inspected after use on each shift, or more often if necessary, when issued for the exclusive use of one worker, or after each use when used by more than one worker. The respirator to have damaged or deteriorated parts replaced prior to being used by a worker; and, when not in use, to be stored in a convenient, clean and sanitary location. The employer to establish written procedures regarding the selection, use and care of respirators, and a copy of the procedures to be provided to and reviewed with each worker who is required to wear a respirator. A worker not to be assigned to an operation requiring the use of a respirator unless he or she is physically able to perform the operation while using the respirator.

- .2 Disposable-type protective clothing (high-density polyethylene protective clothing (Tyvek or similar, as approved by Departmental Representative) that does not readily retain or permit penetration of asbestos fibres. Protective clothing to be provided by the employer and worn by every worker who enters the work area, and the protective clothing shall consist of a head covering and full body covering that fits snugly at the ankles, wrists and neck, in order to prevent asbestos fibres from reaching the garments and skin under the protective clothing to include suitable footwear, and to be repaired or replaced if torn.
- .2 Eating, drinking, chewing, and smoking are not permitted in Asbestos Work Area.
- .3 Before leaving Asbestos Work Area, the worker can decontaminate his or her protective clothing by using a vacuum equipped with a HEPA filter, or by damp wiping, before removing the protective clothing, or, if the protective clothing will not be reused, place it in a container for dust and waste. The container to be dust tight, suitable for asbestos waste, impervious to asbestos, identified as asbestos waste, cleaned with a damp cloth or a vacuum equipped with a HEPA filter immediately before removal from the work area, and removed from the work area frequently and at regular intervals.
- .4 Facilities for washing hands and face shall be provided within or close to the Asbestos Work Area.
- .5 Ensure workers wash hands and face when leaving Asbestos Work Area.
- .6 Ensure that no person required to enter an Asbestos Work Area has facial hair that affects seal between respirator and face.

1.6 WASTE MANAGEMENT AND DISPOSAL

- .1 Remove from site and dispose of packaging materials at appropriate recycling facilities.
- .2 Collect and separate for disposal paper, plastic, polystyrene, corrugated cardboard, packaging material in appropriate on-site bins for recycling in accordance with Waste Management Plan.
- .3 Separate for reuse, and recycling and place in designated containers steel, metal, plastic waste in accordance with Waste Management Plan.
- .4 Place materials defined as hazardous or toxic in designated containers. Location and transportation of all on-site waste containers must be approved by Departmental Representative in writing prior to work.
- .5 Handle and dispose of hazardous materials in accordance with the CEPA, TDGA, Regional and Municipal regulations.
- .6 Fold up metal banding, flatten and place in designated area for recycling.
- .7 Disposal of asbestos waste generated by removal activities must comply with Federal, Provincial, Territorial and Municipal regulations. Dispose of asbestos waste in sealed double thickness 0.15 mm thick bags or leak proof drums. Label containers with appropriate warning labels.
- .8 Provide waste manifests describing and listing waste created. Transport containers by approved means to licensed landfill for burial. All waste landfill

manifests are to be provided to the Departmental Representative at the end of the project.

1.7 EXISTING CONDITIONS

- .1 Refer to attached Summary of Damaged Asbestos-Containing Materials spreadsheet for an inventory of materials to be included for abatement, including asbestos precautionary measures required.
- .2 Notify Departmental Representative of asbestos-containing material discovered during Work and not apparent from drawings, specifications, or report pertaining to Work. Do not disturb such material pending instructions from Departmental Representative.

1.8 SCHEDULING

- .1 Hours of Work: perform work involving asbestos abatement during hours specified by Departmental Representative. **The work schedule must be approved in writing by the Departmental Representative in advance of work.** Contractor shall be available to work continuously from beginning to end of project.

1.9 PERSONNEL TRAINING

- .1 Before beginning Work, provide Departmental Representative with satisfactory proof that every worker has had instruction and training in hazards of asbestos exposure, in personal hygiene and work practices, and in use, cleaning, and disposal of respirators and protective clothing.
- .2 Instruction and training related to respirators includes, following minimum requirements:
 - .1 Fitting of equipment.
 - .2 Inspection and maintenance of equipment.
 - .3 Disinfecting of equipment.
 - .4 Limitations of equipment.
- .3 Instruction and training must be provided by a competent, qualified person.

Part 2 Products

2.1 MATERIALS

- .1 Drop Sheets:
 - .1 Polyethylene: 0.15 mm thick.
 - .2 FR polyethylene: 0.15 mm thick woven fibre reinforced fabric bonded both sides with polyethylene.
- .2 Wetting Agent: 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with water in a concentration to provide thorough wetting of asbestos-containing material.
- .3 Waste Containers: contain waste in two separate containers.
 - .1 Inner container: 0.15 mm thick sealable polyethylene waste bag.

- .2 Outer container: sealable metal or fibre type where there are sharp objects included in waste material; otherwise outer container may be sealable metal or fibre type or second 0.15 mm thick sealable polyethylene bag.
- .3 Labelling requirements: affix preprinted cautionary asbestos warning in both official languages that is visible when ready for removal to disposal site.

Part 3 Execution

3.1 SUPERVISION

- .1 Minimum of one Supervisor for every ten workers is required inside the asbestos work areas at all times.
- .2 Approved Supervisor must remain within Asbestos Work Area during disturbance, removal, or other handling of asbestos-containing materials.

3.2 PROCEDURES

- .1 Before beginning Work, isolate Asbestos Work Area using, at a minimum, preprinted cautionary asbestos warning signs in both official languages that are visible at access routes to Asbestos Work Area.
 - .1 Remove visible dust from surfaces in the work area where dust is likely to be disturbed during course of work.
 - .2 Use HEPA vacuum, or damp cloths where damp cleaning does not create a hazard and is otherwise appropriate.
 - .3 Do not use compressed air to clean up or remove dust from any surface.
- .2 Prevent spread of dust from Asbestos Work Area using measures appropriate to work to be done.
 - .1 Use FR polyethylene drop sheets over flooring such as carpeting that absorbs dust and over flooring in Asbestos Work Area where dust and contamination cannot otherwise be safely contained.
- .3 Wet materials containing asbestos to be cut, ground, abraded, scraped, drilled, or otherwise disturbed unless wetting creates hazard or causes damage.
 - .1 Use garden reservoir type low - velocity fine - mist sprayer.
 - .2 Perform Work to reduce dust creation to lowest levels practicable.
 - .3 Work will be subject to visual inspection.
 - .4 Contamination of surrounding areas indicated by visual inspection or air monitoring will require complete enclosure and clean-up of affected areas.
- .4 Cutting, shaping, grinding, drilling, abrading or otherwise disturbing non-friable asbestos-containing materials shall be executed using non-powered hand-tools only.
- .5 Clean-Up:
 - .1 Frequently during Work and immediately after completion of Work, clean up dust and asbestos-containing waste using HEPA vacuum or by damp mopping.
 - .2 Place dust and asbestos-containing waste in sealed dust-tight waste bags. Treat drop sheets and disposable protective clothing as asbestos waste; wet and fold these items to contain dust, then place in plastic bags.

- .3 Clean exterior of each waste-filled bag using damp cloths or HEPA vacuum and place in second clean waste bag immediately prior to removal from Asbestos Work Area.
- .4 Seal waste bags and remove from site. Dispose of in accordance with requirements of Provincial and Federal Authority having jurisdiction. Supervise dumping and ensure that dump operator is fully aware of hazardous nature of material to be dumped and that guidelines and regulations for asbestos disposal are followed.
- .5 Perform final thorough clean-up of Work areas and adjacent areas affected by Work using HEPA vacuum.

3.3 INSPECTION

- .1 Perform inspection of Asbestos Work Area to confirm compliance with specification and governing authority requirements. Deviation(s) from these requirements that have not been approved in writing by Departmental Representative may result in Work stoppage, at no cost to Departmental Representative.
- .2 Departmental Representative may inspect Work at any time during the project for:
 - .1 Adherence to specific procedures and materials.
 - .2 Final cleanliness and completion.
 - .3 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.
- .3 When asbestos leakage from Asbestos Work Area has occurred or is likely to occur Departmental Representative may order Work shutdown.
- .4 No additional costs will be allowed by the Contractor for additional labour or materials required to provide specified performance level.

END OF SECTION

Part 1 General

- .1 Comply with the requirements (as a minimum) of this Section when performing the following Work:
 - .1 The removal or disturbance removal of one square metre or less of friable asbestos-containing material (including plaster), during the repair, alteration, maintenance or demolition.
 - .2 Glove bag and removal of good condition, friable, asbestos-containing material during the repair, alteration, maintenance or demolition.
 - .3 Removal of one square metre or more of drywall with asbestos-containing joint compound.
 - .4 Removing non-friable asbestos containing materials by breaking, cutting, drilling, abrading, grounding, sanding or vibrating if:
 - .1 The material is not wetted to control the spread of dust or fibres, and
 - .2 The work is done only by means of non-powered hand-held tools.
 - .5 Removing non-friable asbestos containing materials by breaking, cutting, drilling, abrading, grounding, sanding or vibrating if the work is done by means of power tools that are attached to dust-collecting devices equipped with HEPA filters.
 - .6 Disturbance of asbestos-containing materials under moderate-risk precautionary measures out outlined in the below-noted spreadsheet. It must be noted that where “Moderate” is outlines as the required Precautionary Measure, Glove Bag abatement will not be permitted.
- .2 Refer to attached Summary of Damaged Asbestos-Containing Materials spreadsheet for an inventory of materials to be included for abatement, including asbestos precautionary measures required.

1.1 RELATED REQUIREMENTS

- .1 Section 02 82 00.01 – Asbestos Abatement: Minimum Precautions
- .2 Section 02 82 00.03 – Asbestos Abatement: Maximum Precautions

1.2 REFERENCES

- .1 *Canadian General Standards Board (CGSB).*
 - .1 *CAN/CGSB-1.205-03, Sealer for Application of Asbestos-Fibre Releasing Materials.*
- .2 *Department of Justice Canada (Jus).*
 - .1 *Canadian Environmental Protection Act, 1999 (CEPA).*
- .3 *Health Canada/Workplace Hazardous Materials Information System (WHMIS).*
 - .1 *Material Safety Data Sheets (MSDS).*
- .4 *Transport Canada (TC).*
 - .1 *Transportation of Dangerous Goods Act, 1992 (TDGA).*
- .5 Ontario Dangerous Goods Transportation Act

- .6 *Ontario Environmental Protection Act, R.R.O 1990,*
 - .1 *General – Waste Management, O. Reg 347/90, as amended.*
- .7 *Underwriters' Laboratories of Canada (ULC).*
- .8 *National Joint Council (NJC).*
 - .1 *Part XI – Hazardous Substances.*
- .9 *PSPC Asbestos Management Standard*
- .10 *Canada Labour Code Part II*
 - .1 *Canada Occupational Health and Safety Regulations*
- .11 *Ontario Ministry of Labour (MoL).*
 - .1 *Occupational Health and Safety Act, R.S.O 1990, c. 01 (OSHA)*
 - .1 *O.Reg. 278/05 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, as amended*
 - .2 *Ontario Occupational Health and Safety Act, R.S.O. 1990, Regulation 490/09 “Designated Substances”, as amended.*
 - .3 *O.Reg 213/91 - “Construction Projects”, as amended.*

1.3 DEFINITIONS

- .1 Amended Water: water with non-ionic surfactant wetting agent added to reduce surface tension of water to allow wetting of fibres.
- .2 Asbestos-Containing Materials (ACMs): materials that contain 0.5 percent or more asbestos by dry weight, identified under Existing Conditions Article, including fallen materials and settled dust.
- .3 Asbestos Work Area: area where work takes place which will, or may disturb ACMs.
- .4 Authorized Visitors: Departmental Representative, and representative(s) of regulatory agencies.
- .5 Competent worker: in relation to specific work, means a worker who:
 - .1 Is qualified because of knowledge, training and experience to perform the work.
 - .2 Is familiar with the provincial laws and with the provisions of the regulations that apply to the work.
 - .3 Has knowledge of all potential or actual danger to health or safety in the work.
- .6 Curtained doorway: arrangement of closures to allow ingress or egress from one room to another while permitting minimal air movement between rooms, typically constructed as follows:
 - .1 Place two overlapping sheets of polyethylene over existing or temporarily framed doorway, secure each along top of doorway, secure vertical edge of one sheet along one vertical side of doorway, and secure vertical edge of other sheet along opposite vertical side of doorway.
 - .2 Reinforce free edges of polyethylene with duct tape and weight bottom edge to ensure proper closing.

- .3 Overlap each polyethylene sheet at openings not less than 1.5 metres on each side.
- .7 DOP Test: testing method used to determine integrity of Negative Pressure unit using Dispersed Oil Particulate (DOP) HEPA-filter leak test. Negative pressure systems will require DOP testing on-site, regardless of whether exhausting to interior or outdoors prior to work operations. Include in contract sum costs due to this requirement.
- .8 Friable Material: material that when dry can be crumbled, pulverized or powdered by hand pressure and includes such material that is crumbled, pulverized or powdered.
- .9 Glove Bag: prefabricated glove bag as follows:
 - .1 Minimum thickness 0.25 mm (10 mil) polyvinyl-chloride bag.
 - .2 Integral 0.25 mm (10 mil) thick polyvinyl-chloride gloves and elastic ports.
 - .3 Equipped with reversible, double-pull, double throw zipper on top and at approximately mid-section of the bag.
 - .4 Straps for sealing ends around pipe.
 - .5 Must incorporate internal closure strip if it is to be moved or used in more than one specific location.
- .10 Hazardous Material Workplan: A brief report identifying the location and quantities of hazardous materials and the methods that will be used to remove, store, transport and dispose of them.
- .11 HEPA vacuum: DOP tested, High Efficiency Particulate Air filtered vacuum equipment with filter system capable of collecting and retaining fibres greater than 0.3 microns in any dimension at 99.97% efficiency.
- .12 Non-Friable Material: material that when dry cannot be crumbled, pulverized or powdered by hand pressure.
- .13 Polyethylene: polyethylene sheeting or rip proof polyethylene sheeting with tape along edges, around penetrating objects, over cuts and tears, and elsewhere as required to provide protection and isolation.
- .14 Occupied Area: any area of building or work site that is outside Asbestos Work Area.
- .15 Sprayer: garden reservoir type sprayer or airless spray equipment capable of producing mist or fine spray. Must have appropriate capacity for scope of work.

1.4 ACTION AND INFORMATION SUBMITTALS

- .1 Submit proof satisfactory to the Departmental Representative that suitable arrangements have been made to dispose of asbestos-containing waste in accordance with requirements of authority having jurisdiction.
- .2 Submit Provincial/Territorial and/or local requirements for Notice of Project Form.
- .3 Submit proof of Contractor's Asbestos Liability Insurance.
- .4 Submit to the Departmental Representative necessary permits for transportation and disposal of asbestos-containing waste and proof that asbestos-containing waste has been received and properly disposed.
- .5 Submit proof that all asbestos workers and/or supervisor have received appropriate training and education by a competent person in the hazards of asbestos exposure,

good personal hygiene and work practices while working in Asbestos Work Areas, and the use, cleaning and disposal of respirators and protective clothing.

- .6 Submit proof that supervisory personnel have attended asbestos abatement course, of not less than two days duration, approved by Departmental Representative. Minimum of one supervisor for every ten workers.
- .7 Submit Worker's Compensation Board status and transcription of insurance.
- .8 Submit documentation including test results, fire and flammability data, and Material Safety Data Sheets (MSDS) for chemicals or materials including:
 - .1 encapsulants;
 - .2 amended water;
 - .3 slow-drying sealer.
- .9 Submit proof satisfactory to Departmental Representative that employees have appropriate respirator fitting and testing (fit test certificates). Workers must be fit tested (qualitative as a minimum for Half-face respirator, quantitative for Full-face respirator) with respirator that is personally issued.
- .10 Asbestos abatement section within Hazardous Material Work Plan.

1.5 QUALITY ASSURANCE

- .1 Regulatory Requirements: comply with Federal, Provincial/Territorial and local requirements pertaining to asbestos, provided that in case of conflict among these requirements or with these specifications more stringent requirement applies. Comply with regulations in effect at the time work is performed.
- .2 Health and Safety:
 - .1 Safety Requirements: worker and visitor protection.
 - .1 Protective equipment and clothing to be worn by workers while in Asbestos Work Area include:
 - .1 As a minimum, air purifying half-mask respirator with N-100, R-100 or P-100 particulate filter, personally issued to worker and marked as to efficiency and purpose, suitable for protection against asbestos and acceptable to Provincial Authority having jurisdiction. The respirator to be fitted so that there is an effective seal between the respirator and the worker's face, unless the respirator is equipped with a hood or helmet. The respirator to be cleaned, disinfected and inspected after use on each shift, or more often if necessary, when issued for the exclusive use of one worker, or after each use when used by more than one worker. The respirator to have damaged or deteriorated parts replaced prior to being used by a worker; and, when not in use, to be stored in a convenient, clean and sanitary location. The employer to establish written procedures regarding the selection, use and care of respirators, and a copy of the procedures to be provided to and reviewed with each worker who is required to wear a respirator. A worker not to be assigned to an operation requiring the use of a respirator

unless he or she is physically able to perform the operation while using the respirator.

- .2 Disposable-type protective clothing (high-density polyethylene protective clothing (Tyvek or similar, as approved by Client/Client Representative) that does not readily retain or permit penetration of asbestos fibres. Protective clothing to be provided by the employer and worn by every worker who enters the work area, and the protective clothing shall consist of a head covering and full body covering that fits snugly at the ankles, wrists and neck, in order to prevent asbestos fibres from reaching the garments and skin under the protective clothing to include suitable footwear, and to be repaired or replaced if torn.
- .3 Eating, drinking, chewing, and smoking are not permitted in Asbestos Work Area.
- .4 Before leaving Asbestos Work Area, the worker can decontaminate his or her protective clothing by using a vacuum equipped with a HEPA filter, or by damp wiping, before removing the protective clothing, or, if the protective clothing will not be reused, place it in a container for dust and waste. The container to be dust tight, suitable for asbestos waste, impervious to asbestos, identified as asbestos waste, cleaned with a damp cloth or a vacuum equipped with a HEPA filter immediately before removal from the work area, and removed from the work area frequently and at regular intervals.
- .5 Ensure workers wash hands and face when leaving Asbestos Work Area. Facilities for washing hands and face shall be provided within or close to the Asbestos Work Area.
- .6 Ensure that no person required to enter an Asbestos Work Area has facial hair that affects seal between respirator and face.
- .7 Visitor Protection:
 - .1 Provide protective clothing and approved respirators to Authorized Visitors to work areas.
 - .2 Instruct Authorized Visitors in the use of protective clothing, respirators and procedures.
 - .3 Instruct Authorized Visitors in proper procedures to be followed in entering into and exiting from Asbestos Work Area.

1.6 WASTE MANAGEMENT AND DISPOSAL

- .1 Remove from site and dispose of packaging materials at appropriate recycling facilities.
- .2 Collect and separate for disposal paper, plastic, polystyrene, corrugated cardboard, packaging material in appropriate on-site bins for recycling in accordance with Waste Management Plan.
- .3 Separate for reuse, and recycling and place in designated containers steel, metal, plastic waste in accordance with Waste Management Plan.
- .4 Place materials defined as hazardous or toxic in designated containers.
- .5 Handle and dispose of hazardous materials in accordance with the CEPA, TDGA, Regional and Municipal regulations.

- .6 Fold up metal banding, flatten and place in designated area for recycling.
- .7 Disposal of asbestos waste generated by removal activities must comply with Federal, Provincial, Territorial and Municipal regulations. Dispose of asbestos waste in sealed double thickness 0.15 mm thick bags or leak proof drums. Label containers with appropriate warning labels.
- .8 Provide manifests describing and listing waste created. Transport containers by approved means to licensed landfill for burial.

1.7 EXISTING CONDITIONS

- .1 Refer to attached Summary of Damaged Asbestos-Containing Materials spreadsheet for an inventory of materials to be included for abatement, including asbestos precautionary measures required.
- .2 Notify Departmental Representative of asbestos-containing material discovered during Work and not apparent from drawings, specifications, or report pertaining to Work. Do not disturb such material pending instructions from Departmental Representative.

1.8 SCHEDULING

- .1 Hours of Work: perform work involving asbestos abatement during hours specified by Departmental Representative. **The work schedule must be approved in writing by the Departmental Representative in advance of work.** Contractor shall be available to work continuously from beginning to end of project.

1.9 PERSONNEL TRAINING

- .1 Before beginning Work, provide Departmental Representative satisfactory proof that every worker has had instruction and training in hazards of asbestos exposure, in personal hygiene and work practices, and in use, cleaning, and disposal of respirators and protective clothing.
- .2 Instruction and training related to respirators includes, at minimum:
 - .1 Fitting of equipment.
 - .2 Inspection and maintenance of equipment.
 - .3 Disinfecting of equipment.
 - .4 Limitations of equipment.
- .3 Instruction and training must be provided by competent, qualified person.

Part 2 Products

2.1 MATERIALS

- .1 Drop and Enclosure Sheets.
 - .1 Polyethylene: 0.15 mm thick.
 - .2 FR polyethylene: 0.15 mm thick woven fibre reinforced fabric bonded both sides with polyethylene.

- .2 Wetting Agent: 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with water in concentration to provide thorough wetting of asbestos-containing material.
- .3 Waste Containers: contain waste in two separate containers.
 - .1 Inner container: 0.15 mm thick sealable polyethylene bag
 - .2 Outer container: sealable metal or fibre type where there are sharp objects included in waste material; otherwise outer container may be sealable metal or fibre type or second 0.15 mm thick sealable polyethylene bag.
 - .3 Labelling requirements: affix preprinted cautionary asbestos warning, in both official languages, that is visible when ready for removal to disposal site.
- .4 Glove bag:
 - .1 Acceptable materials: safe-T-Strip products in configuration suitable for Work, or Alternative material approved by addendum during tendering period in accordance with Instructions to Tenderers.
 - .2 The glove bag to be equipped with:
 - .1 Sleeves and gloves that are permanently sealed to the body of the bag to allow the worker to access and deal with the insulation and maintain a sealed enclosure throughout the work period.
 - .2 Valves or openings to allow insertion of a vacuum hose and the nozzle of a water sprayer while maintaining the seal to the pipe, duct or similar structure.
 - .3 A tool pouch with a drain.
 - .4 A seamless bottom and a means of sealing off the lower portion of the bag.
 - .5 A high strength double throw zipper and removable straps, if the bag is to be moved during the removal operation.
- .5 Tape: tape suitable for sealing polyethylene to surfaces under both dry and wet conditions using amended water.
- .6 Slow - drying sealer: non-staining, clear, water - dispersible type that remains tacky on surface for at least 8 hours and designed for purpose of trapping residual asbestos fibres.
 - .1 Sealer: flame spread and smoke developed rating less than 50 and be compatible with new fireproofing.
- .7 Encapsulant: penetrating type conforming to CAN/CGSB-1.205.

Part 3 Execution

3.1 SUPERVISION

- .1 Minimum of one Supervisor for every ten workers is required.
- .2 Approved Supervisor must remain within Asbestos Work Area during disturbance, removal, or other handling of asbestos-containing materials.

3.2 PROCEDURES

- .1 Before beginning Work, at each access to Asbestos Work Area, install warning signs in both official languages in upper case 'Helvetica Medium' letters reading as follows,

where number in parentheses indicates font size to be used: 'CAUTION ASBESTOS HAZARD AREA (25 mm) / NO UNAUTHORIZED ENTRY (19 mm) / WEAR ASSIGNED PROTECTIVE EQUIPMENT (19 mm) / BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM (7 mm)'.

- .2 Before beginning Work remove visible dust from surfaces in work area where dust is likely to be disturbed during course of work.
 - .1 Use HEPA vacuum, or damp cloths where damp cleaning does not create hazard and is otherwise appropriate.
 - .2 Do not use compressed air to clean up or remove dust from any surface.
- .3 Prevent spread of dust from Asbestos Work Area using measures appropriate to work to be done.
 - .1 Use FR polyethylene drop sheets over flooring such as carpeting that absorbs dust and over flooring in work areas where dust or contamination cannot otherwise be safely contained.
 - .2 Erect enclosure of polyethylene sheeting around indoor Type 2 work areas, shut off mechanical ventilation system serving work area, and seal ventilation ducts to and from work area. Abatement work areas shall be separated from other areas using visual barriers that prevent members of the public from viewing abatement work operations.
 - .3 Enclosure it to be maintained under negative pressure during disturbance of ACMs.
- .4 Remove loose material by HEPA vacuum; thoroughly wet friable material containing asbestos to be removed or disturbed before and during Work unless wetting creates hazard or causes damage.
 - .1 Use garden reservoir type low - velocity sprayer or airless spray equipment capable of producing mist or fine spray.
 - .2 Perform Work in a manner to reduce dust creation to lowest levels practicable.
- .5 Pipe Insulation Removal Using Glove Bag:
 - .1 Place tools necessary to remove insulation in tool pouch. Wrap bag around pipe and close zippers. Seal bag to pipe with cloth straps.
 - .2 Place hands in gloves and use necessary tools to remove insulation. Arrange insulation in bag to obtain full capacity of bag.
 - .3 Insert nozzle of garden reservoir type sprayer into bag through valve and wash down pipe and interior of bag thoroughly. Wet surface of insulation in lower section of bag.
 - .4 When glove bags are intended for use at more than one location: after wash-down and application of sealer, seal off waste in lower section of bag using zipper at mid-section of bag. Remove air from top section of bag through elasticized valve using HEPA vacuum. Remove bag from pipe, reinstall in new location, and reseal to pipe prior to opening lower section of bag. Repeat stripping operation.
 - .5 If bag is to be moved along pipe, first remove air from top section through elasticized valve using HEPA vacuum. Next loosen straps, move bag, re-seal to pipe using double-pull zipper to pass hangers. Repeat stripping operation.

- .6 To remove bag after completion of stripping, wash top section and tools thoroughly. Remove air from top section through elasticized valve using a HEPA vacuum. Pull polyethylene waste container over glove bag before removing from pipe. Release one strap and remove freshly washed tools. Place tools in water. Remove second strap and zipper. Fold over into waste container and seal.
 - .7 After removal of bag ensure that pipe is free of residue. Remove residue using HEPA vacuum or wet cloths. Ensure that surfaces are free of sludge which after drying could release asbestos dust into atmosphere. Seal exposed surfaces of pipe and ends of insulation with slow-drying sealer to seal in any residual fibres.
 - .8 Upon completion of Work shift, cover exposed ends of remaining pipe insulation with polyethylene taped in place.
- .6 The use of polyethylene sheeting to wrap asbestos-containing materials before removal (e.g., scrap and wrap) will not be permitted as a replacement to either Glove Bag or moderate risk enclosure systems.
- .7 Work is subject to visual inspection and air monitoring. Contamination of surrounding areas indicated by visual inspection or air monitoring will require complete enclosure and clean-up of affected areas at no additional costs.
- .8 Clean-up:
- .1 Frequently during Work and immediately after completion of work, clean up dust and asbestos-containing waste using HEPA vacuum or by damp mopping.
 - .2 Place dust and asbestos-containing waste in sealed dust-tight waste bags. Treat drop sheets and disposable protective clothing as asbestos waste and wet and fold to contain dust and then place in waste bags.
 - .3 Immediately before their removal from Asbestos Work Area and disposal, clean each filled waste bag using damp cloths or HEPA vacuum and place in second clean waste bag.
 - .4 Seal and remove double-bagged waste from site. Dispose of in accordance with requirements of Provincial/Territorial and Federal authority having jurisdiction. Supervise dumping and ensure that dump operator is fully aware of hazardous nature of material to be dumped and that guidelines and regulations for asbestos disposal are followed.
 - .5 Perform final thorough clean-up of Asbestos Work Areas and adjacent areas affected by Work using HEPA vacuum.

3.3 AIR MONITORING

- .1 From beginning of Work until completion of cleaning operations, the Departmental Representative may collect air samples daily inside the Asbestos Work Area enclosures to ensure worker respiratory protection factors are not exceeded, in accordance with Provincial/Federal requirements.
- .2 From beginning of Work until completion of cleaning operations, Departmental Representative will collect air samples on daily basis in the clean room and outside of work area enclosure(s) in accordance with industry standard practice.

- .3 If air monitoring shows that areas outside the work area or in the clean room area are contaminated, enclose, maintain and clean these areas in same manner as that applicable to Asbestos Work Areas.
 - .1 Stop work and clean areas outside of Asbestos Work Areas when Phase Contrast Microscopy measurements exceed 0.05 fibres per cubic centimetre (f/cc) and correct procedures.
 - .2 All required cleaning, re-cleaning, additional air testing and/or inspections will be at no extra charge.
- .4 Final air monitoring to be conducted as follows: After Asbestos Work Area has passed visual inspection by Departmental Representative, and acceptable coat of lock-down agent has been applied to surfaces within enclosure, and appropriate setting period has passed, Departmental Representative will perform aggressive air monitoring within Asbestos Work Area.
 - .1 Final air monitoring results must show fibre levels of less than 0.01 f/cc.
 - .2 If air monitoring results show fibre levels in excess of 0.01 f/cc, re-clean work area and apply another acceptable coat of lock-down agent to surfaces.
 - .3 Repeat as necessary until fibre levels are less than 0.01 f/cc.
 - .4 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.

END OF SECTION

Part 1 General

- .1 Comply with requirements of this Section when performing the following work:
 - .1 Removal or disturbance of more than one square metre of friable asbestos-containing material.
 - .2 The breaking, cutting, drilling, abrading, grinding, sanding or vibrating non-friable asbestos-containing material, if the work is done by means of power tools that are not attached to dust-collecting devices equipped with HEPA filters.
 - .3 Disturbance of asbestos-containing materials under high-risk precautionary measures out outlined in the below-noted spreadsheet.
- .1 Refer to attached Summary of Damaged Asbestos-Containing Materials spreadsheet for an inventory of materials to be included for abatement, including asbestos precautionary measures required.

1.1 RELATED SECTIONS

- .1 Section 02 82 00.01 – Asbestos Abatement: Minimum Precautions
- .2 Section 02 82 00.02 – Asbestos Abatement: Intermediate Precautions

1.2 REFERENCES

- .1 *Canadian General Standards Board (CGSB)*
 - .1 *CAN/CGSB-1.205-03, Sealer for Application to Asbestos-Fibre-Releasing Materials.*
- .2 *Canadian Standards Association (CSA International).*
- .3 *PSPC Asbestos Management Standard*
- .4 *Department of Justice Canada.*
 - .1 *Canadian Environmental Protection Act (CEPA), 1999.*
- .5 *Health Canada/Workplace Hazardous Materials Information System (WHMIS).*
 - .1 *Material Safety Data Sheets (MSDS).*
- .6 *Transport Canada (TC).*
 - .1 *Transportation of Dangerous Goods Act, 1992 (TDGA).*
- .7 *Ontario Dangerous Goods Transportation Act*
- .8 *Ontario Environmental Protection Act, R.R.O 1990,*
 - .1 *General – Waste Management, O. Reg 347/90, as amended.*
- .9 *Underwriters' Laboratories of Canada (ULC).*
- .10 *Canada Labour Code Part II, Section 124 and 125.*
 - .1 *Canada Occupational Health and Safety Regulations*
- .11 *National Joint Council (NJC).*
 - .1 *Part XI – Hazardous Substances.*
- .12 *PSPC Asbestos Management Standard*

- .13 *Ontario Ministry of Labour (MoL).*
 - .1 *Occupational Health and Safety Act, R.S.O 1990, c. O1 (OSHA)*
 - .1 *O.Reg. 278/05 – Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations, as amended.*
 - .2 *O.Reg 490/09 – Designated Substances*
 - .3 *O.Reg 213/91 - “Construction Projects”, as amended*

1.3 DEFINITIONS

- .1 Airlock: system for permitting ingress or egress without permitting air movement between contaminated area and uncontaminated area, typically consisting of two curtained doorways at least 2 m apart.
- .2 Amended Water: water with a non-ionic surfactant wetting agent added to reduce surface tension of water to allow wetting of fibres.
- .3 Asbestos-Containing Materials (ACMs): materials that contain 0.5 percent or more asbestos by dry weight
- .4 Asbestos Work Area: Area where actual removal and sealing and enclosure of spray or trowel-applied asbestos-containing materials takes place.
- .5 Authorized Visitors: Departmental Representative, and representative(s) of regulatory agencies.
- .6 Competent worker: in relation to specific work, means a worker who:
 - .1 Is qualified because of knowledge, training and experience to perform the work.
 - .2 Is familiar with the provincial laws and with the provisions of the regulations that apply to the work.
 - .3 Has knowledge of all potential or actual danger to health or safety in the work.
- .7 Curtained doorway: arrangement of closures to allow ingress and egress from one room to another while permitting minimal air movement between rooms, typically constructed as follows:
 - .1 Place two overlapping sheets of polyethylene over existing or temporarily framed doorway, secure each along top of doorway, secure vertical edge of one sheet along one vertical side of doorway, and secure vertical edge of other sheet along opposite vertical side of doorway.
 - .2 Reinforce free edges of polyethylene with duct tape and weight bottom edge to ensure proper closing.
 - .3 Overlap each polyethylene sheet at openings not less than 1.5 m on each side.
- .8 DOP Test: testing method used to determine integrity of Negative Pressure unit using dioctyl phthalate (DOP) HEPA filter leak test.
- .9 Friable Material: material that when dry can be crumbled, pulverized or powdered by hand pressure and includes such material that is crumbled, pulverized or powdered.

- .10 Hazardous Material Workplan: A brief report identifying the location and quantities of hazardous materials and the methods that will be used to remove, store, transport, and dispose of them.
- .11 HEPA vacuum: DOP tested, High Efficiency Particulate Air filtered vacuum equipment with a filter system capable of collecting and retaining fibres greater than 0.3 microns in any direction at 99.97% efficiency.
- .12 Negative pressure: system that extracts air directly from work area, filters such extracted air through High Efficiency Particulate Air filtering system, and discharges this air directly outside work area to exterior of building. Negative pressure systems will require DOP testing on-site, regardless of whether exhausting to interior or outdoors prior to work operations. Include in contract sum costs due to this requirement.
 - .1 System to maintain minimum pressure differential of 0.02 inches of water relative to adjacent areas outside of work areas, be equipped with alarm to warn of system breakdown, and be equipped with instrument to continuously monitor and automatically record pressure differences.
- .13 Non-Friable Materials: material that when dry cannot be crumbled, pulverized or powdered by hand pressure.
- .14 Occupied Area: any area of building or work site that is outside Asbestos Work Area.
- .15 Polyethylene sheeting sealed with tape: Polyethylene sheeting of type and thickness specified sealed with tape along edges, around penetrating objects, over cuts and tears, and elsewhere as required to provide continuous polyethylene membrane to protect underlying surfaces from water damage or damage by sealants, and to prevent escape of asbestos fibres through sheeting into clean area.
- .16 Sprayer: garden reservoir type sprayer or airless spray equipment capable of producing mist or fine spray. Must be appropriate capacity for scope of work.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Before beginning work:
 - .1 Obtain from appropriate agency and submit to Departmental Representative necessary permits for transportation and disposal of asbestos waste. Ensure that dump operator is fully aware of hazardous nature of material being dumped, and proper methods of disposal. Submit proof satisfactory to Departmental Representative that suitable arrangements have been made to receive and properly dispose of asbestos waste.
 - .2 Submit proof satisfactory to Departmental Representative that every worker involved in a Type 3 (high-risk) operation has successfully completed the Asbestos Abatement Worker Training Program approved by the Ministry of Training, Colleges and Universities and every supervisor of a worker involved in a Type 3 operation has successfully completed the Asbestos Abatement Supervisor Training Program approved by the Ministry of Training, Colleges and Universities as outlined in O. Reg. 278/05, s. 20 (1). Submit proof of attendance in form of certificate.

- .3 Submit proof satisfactory to Departmental Representative that every worker who will be entering a Type 3 asbestos work area, who will be using a respirator, has successfully completed **quantitative respirator fit testing**, for the respirator type personally issued to worker.
- .4 Ensure supervisory personnel have attended asbestos abatement course, of not less than two days duration, approved by Departmental Representative. Submit proof of attendance in form of certificate. Minimum of one Supervisor for every ten workers.
- .5 Submit layout of proposed enclosures and decontamination facilities to Departmental Representative for review prior to work.
- .6 Submit documentation including test results for sealer proposed for use.
- .7 Submit Provincial/Territorial and/or local requirements for Notice of Project Form.
- .8 Submit proof of Contractor's Asbestos Liability Insurance.
- .9 Submit Worker's Compensation Board status and transcription of insurance.
- .10 Submit documentation including test results, fire and flammability data, and Material Safety Data Sheets (MSDS) for chemicals or materials including but not limited to following:
 - .1 amended water;
 - .2 slow-drying sealer.
- .11 Asbestos abatement section within Hazardous Material Work Plan.

1.5 QUALITY ASSURANCE

- .1 Regulatory Requirements: comply with Federal, Provincial/Territorial and local requirements pertaining to asbestos, provided that in case of conflict among those requirements or with these specifications more stringent requirement applies. Comply with regulations in effect at time work is performed.
- .2 Health and Safety:
 - .1 Safety Requirements: worker and visitor protection.
 - .1 Protective equipment and clothing to be worn by workers while in Asbestos Work Area includes:
 - .1 As a minimum, full-face respirator equipped with HEPA P-100 filter cartridges, personally issued to worker and marked as to efficiency and purpose, suitable for protection against asbestos and acceptable to Provincial Authority having jurisdiction. The respirator to be fitted so that there is an effective seal between the respirator and the worker's face, unless the respirator is equipped with a hood or helmet. The respirator to be cleaned, disinfected and inspected after use on each shift, or more often if necessary, when issued for the exclusive use of one worker, or after each use when used by more than one worker. The respirator to have damaged or deteriorated parts replaced prior to being used by a worker; and, when not in use, to be stored in a convenient, clean and sanitary location. The employer to establish written procedures regarding the selection, use

and care of respirators, and a copy of the procedures to be provided to and reviewed with each worker who is required to wear a respirator. A worker not to be assigned to an operation requiring the use of a respirator unless he or she is physically able to perform the operation while using the respirator.

- .2 Disposable-type protective clothing (high-density polyethylene protective clothing (Tyvek or similar, as approved by the Departmental Representative) that does not readily retain or permit penetration of asbestos fibres. Protective clothing to be provided by the employer and worn by every worker who enters the work area, and the protective clothing shall consist of a head covering and full body covering that fits snugly at the ankles, wrists and neck, in order to prevent asbestos fibres from reaching the garments and skin under the protective clothing to include suitable footwear, and to be repaired or replaced if torn
- .2 Requirements for each worker:
- .1 Remove street clothes in clean change room and put on respirator with new filters or reusable filters that have been tested as satisfactory, clean coveralls and head covers before entering Equipment and Access Rooms or Asbestos Work Area. Store street clothes, uncontaminated footwear, towels, and similar uncontaminated articles in clean change room.
 - .2 Remove gross contamination from clothing before leaving work area then proceed to Equipment and Access Room and remove clothing except respirators. Place contaminated worksuits in receptacles for disposal with other asbestos - contaminated materials. Leave reusable items except respirator in Equipment and Access Room. Still wearing the respirator proceed naked to showers. Using soap and water wash body and hair thoroughly. Clean outside of respirator with soap and water while showering; remove respirator; remove filters and wet them and dispose of filters in container provided for purpose; and wash and rinse inside of respirator. When not in use in work area, store work footwear in Equipment and Access Room. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area or from Equipment and Access Room.
 - .3 After showering and drying off, proceed to clean change room and dress in street clothes at end of each day's work, or in clean coveralls before eating, smoking, or drinking. If re-entering work area, follow procedures outlined in paragraphs above.
 - .4 Enter unloading room from outside dressed in clean coveralls to remove waste containers and equipment from Holding Room of Container and Equipment

Decontamination Enclosure system. Workers must not use this system as means to leave or enter work area.

- .3 Eating, drinking, chewing, and smoking are not permitted in Asbestos Work Area.
- .4 Ensure workers are fully protected with respirators and protective clothing during preparation of system of enclosures prior to commencing actual asbestos abatement.
- .5 Provide and post in Clean Change Room and in Equipment and Access Room the procedures described in this Section, in both official languages.
- .6 Ensure that no person required to enter an Asbestos Work Area has facial hair that affects seal between respirator and face.
- .7 Visitor Protection:
 - .1 Provide protective clothing and approved respirators to Authorized Visitors to work areas.
 - .2 Instruct Authorized Visitors in the use of protective clothing, respirators and procedures.
 - .3 Instruct Authorized Visitors in proper procedures to be followed in entering into and exiting from Asbestos Work Area.

1.6 WASTE MANAGEMENT AND DISPOSAL

- .1 Remove from site and dispose of packaging materials at appropriate recycling facilities.
- .2 Collect and separate for disposal paper, plastic, polystyrene, corrugated cardboard, packaging material in appropriate on-site bins for recycling in accordance with Waste Management Plan.
- .3 Separate for reuse, and recycling and place in designated containers steel, metal, plastic waste in accordance with Waste Management Plan.
- .4 Place materials defined as hazardous or toxic in designated containers.
- .5 Handle and dispose of hazardous materials in accordance with the CEPA, TDGA, Regional and Municipal regulations.
- .6 Fold up metal banding, flatten and place in designated area for recycling.
- .7 Disposal of asbestos waste generated by removal activities must comply with Federal, Provincial, Territorial and Municipal regulations. Dispose of asbestos waste in sealed double thickness 6 mil bags or leak proof drums. Label containers with appropriate warning labels.
- .8 Provide manifests describing and listing waste created. Transport containers by approved means to licensed landfill for burial.

1.7 EXISTING CONDITIONS

- .1 Refer to attached Summary of Damaged Asbestos-Containing Materials spreadsheet for an inventory of materials to be included for abatement, including asbestos precautionary measures required.

- .2 Notify Departmental Representative of asbestos-containing material discovered during Work and not apparent from drawings, specifications, or report pertaining to Work. Do not disturb such material pending instructions from Departmental Representative.

1.8 SCHEDULING

- .1 Not later than ten (10) days before beginning Work on this Project notify following in writing:
 - .1 Appropriate Regional or Zone Director of Medical Services Branch, Health Canada.
 - .2 Regional Office of Labour Canada.
 - .3 Provincial/Territorial, Department of Labour.
 - .4 Disposal Authority.
- .2 Submit to Departmental Representative copy of notifications prior to start of Work.
- .3 Hours of Work: perform work involving asbestos abatement during hours specified by Departmental Representative. **The work schedule must be approved in writing by the Departmental Representative in advance of work.** Contractor shall be available to work continuously from beginning to end of project.

1.9 PERSONNEL TRAINING

- .1 Before beginning Work, provide to Departmental Representative satisfactory proof that every worker has had instruction and training in hazards of asbestos exposure, in personal hygiene including dress and showers, in entry and exit from Asbestos Work Area, in aspects of work procedures, and in use, cleaning, and disposal of respirators and protective clothing.
- .2 Instruction and training related to respirators includes, at minimum:
 - .1 Proper fitting of equipment.
 - .2 Inspection and maintenance of equipment.
 - .3 Cleaning and Disinfecting of equipment.
 - .4 Limitations of equipment.
- .3 Instruction and training must be provided by competent, qualified person.
- .4 Every worker involved in a Type 3 operation must have successfully completed the Asbestos Abatement Worker Training Program approved by the Ministry of Training, Colleges and Universities.
- .5 Every supervisor of a worker involved in a Type 3 operation must have successfully completed the Asbestos Abatement Supervisor Training Program approved by the Ministry of Training, Colleges and Universities.

Part 2 Products

2.1 MATERIALS

- .1 Polyethylene: minimum 0.15 mm thick unless otherwise specified; in sheet size to minimize joints.

- .2 FR polyethylene: minimum 0.15 mm thick, woven fibre reinforced fabric bonded both sides with polyethylene.
- .3 Tape: fibreglass - reinforced duct tape suitable for sealing polyethylene under both dry conditions and wet conditions using amended water.
- .4 Wetting agent: 50% polyoxyethylene ester and 50% polyoxyethylene ether, or other material approved by Departmental Representative mixed with water in concentration to provide adequate penetration and wetting of asbestos-containing material.
- .5 Asbestos waste containers: Metal or fibre - type acceptable to dump operator with tightly fitting covers and 0.15 mm minimum thickness sealable polyethylene liners.
 - .1 Inner container: 0.15 mm thick sealable polyethylene waste bag.
 - .2 Outer container: sealable metal or fibre type where there are sharp objects included in waste material; otherwise outer container may be sealable metal or fibre type or second 0.15 mm thick sealable polyethylene bag.
 - .3 Label containers in accordance with applicable Regulations. Label in both official languages.
- .6 Tape: tape suitable for sealing polyethylene to surfaces under both dry and wet conditions using amended water.
- .7 Scaffolding: Of appropriate size and strength to accommodate project in accordance with O.Reg 213/91, with specifications and set-up to be approved and stamped by professional engineer. Include in contract sum costs due to this requirement.
- .8 Slow - drying sealer: non-staining, clear, water - dispersible type that remains tacky on surface for at least 8 hours and designed for purpose of trapping residual asbestos fibres.
- .9 Encapsulant: penetrating type conforming to CAN/CGSB-1.205.

Part 3 Execution

3.1 PREPARATION

- .1 Work Areas:
 - .1 Shut off and isolate air handling and ventilation systems to prevent fibre dispersal to other building areas during work phase. Conduct smoke tests to ensure that duct work is airtight. Seal and caulk joints and seams of active return air ducts within Asbestos Work Area.
 - .2 Pre-clean moveable furniture and carpeting within proposed work area using HEPA vacuum and remove from work area to an appropriate temporary location.
 - .3 Pre-clean fixed casework, plant, and equipment within proposed work area(s), using HEPA vacuum and cover with polyethylene sheeting sealed with tape.
 - .4 Clean proposed work area(s) using, where practicable, HEPA vacuum cleaning equipment. If not practicable, use wet cleaning method. Do not use methods that raise dust, such as dry sweeping, or vacuuming using other than HEPA vacuum equipment.

- .5 The spread of dust from the work area to be prevented by:
 - .1 Using enclosures of polyethylene or other suitable material that is impervious to asbestos (including, if the enclosure material is opaque, one or more transparent window areas to allow observation of the entire work area from outside the enclosure), if the work area is not enclosed by walls.
 - .2 Using curtains of polyethylene sheeting or other suitable material that is impervious to asbestos, fitted on each side of each entrance or exit from the work area.
- .6 DOP test negative pressure units within one (1) month prior to work operations. Provide documentation to Departmental Representative . Put negative pressure system in operation and operate continuously from time first polyethylene is installed to seal openings until final completion of work including final cleanup. Provide continuous monitoring of pressure difference using automatic recording instrument. The system to maintain a negative air pressure of 0.02 inches [5 Pa] of water, relative to the area outside the enclosed area. The system to be inspected and maintained by a competent person prior each use to ensure that there is no air leakage, and if the filter is found to be damaged or defective, it to be replaced before the ventilation system is used. Vent negative air units to the outdoors.
- .7 Seal off openings such as corridors, doorways, windows, skylights, ducts, grilles, and diffusers, with polyethylene sheeting sealed with tape.
- .8 Cover floor and wall surfaces with polyethylene sheeting sealed with tape. Use one layer of FR polyethylene on floors. Cover floors first so that polyethylene extends at least 300 mm up walls then cover walls to overlap floor sheeting.
- .9 Build airlocks at entrances to and exits from work area(s) so that work area(s) are always closed off by one curtained doorway when workers enter or exit.
- .10 At each access to work areas install warning signs in both official languages in upper case "Helvetica Medium" letters reading as follows where number in parentheses indicates font size to be used: "CAUTION ASBESTOS HAZARD AREA (25 mm) NO UNAUTHORIZED ENTRY (19 mm) WEAR ASSIGNED PROTECTIVE EQUIPMENT (19 mm) BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM (7 mm)".
- .11 After work area isolation, remove heating, ventilating, and air conditioning filters, pack in sealed plastic bags 0.15 mm minimum thick and treat as contaminated asbestos waste. Remove ceiling - mounted objects such as lights, partitions, other fixtures not previously sealed off, and other objects that interfere with asbestos removal, as directed by Departmental Representative. Use localized water spraying during fixture removal to reduce fibre dispersal.
- .12 Maintain emergency and fire exits from work area(s), or establish alternative exits satisfactory to Fire Commissioner of Canada.
- .13 Where application of water is required for wetting asbestos-containing materials, shut off electrical power, provide 24 volt safety lighting and ground fault interrupter circuits on power source for electrical tools, in

accordance with applicable CSA Standard. Ensure safe installation of electrical lines and equipment.

- .2 Worker Decontamination Enclosure System:
 - .1 Worker Decontamination Enclosure System includes Equipment and Access Room, Shower Room, and Clean Room, as follows:
 - .1 Equipment and Access Room: build Equipment and Access Room between Shower Room and work area(s), with two curtained doorways, one to Shower Room and one to work area(s). Install portable toilet, waste receptor, and storage facilities for workers' shoes and protective clothing to be reworn in work area(s). Build Equipment and Access Room large enough to accommodate specified facilities, other equipment needed, and at least one worker allowing him /her sufficient space to undress comfortably.
 - .2 Shower Room: build Shower Room between Clean Room and Equipment and Access Room, with two curtained doorways, one to Clean Room and one to Equipment and Access Room. Provide one shower for every five workers. Provide hot and cold water or water of a constant temperature that is not less than 40°C or more than 50°C. Provide individual controls inside the room to regulate water flow, and individual controls inside room to regulate temperature. Provide piping and connect to water sources and drains. Pump waste water through 5 micrometre filter system acceptable to Departmental Representative before directing into drains. Provide soap, clean towels, and appropriate containers for disposal of used respirator filters.
 - .3 Clean Room: build Clean Room between Shower Room and clean areas outside of enclosures, with two curtained doorways, one to outside of enclosures and one to Shower Room. Provide lockers or hangers and hooks for workers' street clothes and personal belongings. Provide storage for clean protective clothing and respiratory equipment. Install mirror to permit workers to fit respiratory equipment properly.
- .3 Container and Equipment Decontamination Enclosure System:
 - .1 Container and Equipment Decontamination Enclosure System consists of Staging Area within work area, Washroom, Holding Room, and Unloading Room. Purpose of system is to provide means to decontaminate waste containers, scaffolding, waste and material containers, vacuum and spray equipment, and other tools and equipment for which Worker Decontamination Enclosure System is not suitable.
 - .1 Staging Area: designate Staging Area in work area for gross removal of dust and debris from waste containers and equipment, labelling and sealing of waste containers, and temporary storage pending removal to Washroom. Equip Staging Area with curtained doorway to Washroom.
 - .2 Washroom: build Washroom between Staging Area and Holding Room with two curtained doorways, one to Staging Area and one to Holding Room. Provide high - pressure low - volume sprays for washing of waste containers and equipment. Pump waste water

- through 5 micrometre filter system before directing into drains. Provide piping and connect to water sources and drains.
- .3 Holding Room: build Holding Room between Washroom and Unloading Room, with two curtained doorways, one to Washroom and one to Unloading Room. Build Holding Room sized to accommodate at least two waste containers and largest item of equipment used.
 - .4 Unloading Room: build Unloading Room between Holding Room and outside, with two curtained doorways, one to Holding Room and one to outside.
- .4 Construction of Decontamination Enclosures:
- .1 Build suitable framing for enclosures or use existing rooms where convenient, and line with polyethylene sheeting sealed with tape. Use one layer of FR polyethylene on floors, as applicable.
 - .2 Build curtained doorways between enclosures so that when people move through or when waste containers and equipment are moved through doorway, one of two closures comprising doorway always remains closed.
- .5 Separation of Work Areas from Occupied Areas:
- .1 Separate parts of building required to remain in use from parts of building or exterior used for asbestos abatement by means of airtight barrier system constructed as follows:
 - .1 Build suitable floor to ceiling lumber or metal stud framing, cover with polyethylene sheeting sealed with tape, and apply 9 mm minimum thick plywood. Seal joints between plywood sheets and between plywood and adjacent materials with surface film forming type sealer, to create airtight barrier.
 - .2 Cover plywood barrier with polyethylene sealed with tape, as specified for work areas.
- .6 Maintenance of Enclosures:
- .1 Maintain enclosures in tidy condition.
 - .2 Ensure that barriers and polyethylene linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
 - .3 Visually inspect enclosures at beginning of each working period.
 - .4 Use smoke methods to test effectiveness of barriers when directed by Departmental Representative.
- .7 Do not begin Asbestos Abatement work until:
- .1 Arrangements have been made for disposal of waste.
 - .2 For wet stripping techniques, arrangements have been made for containing, filtering, and disposal of waste water.
 - .3 Work area(s) and decontamination enclosures and parts of building required to remain in use are effectively segregated.
 - .4 Tools, equipment, and materials waste containers are on hand.
 - .5 Arrangements have been made for building security.

- .6 Warning signs are displayed where access to contaminated areas is possible.
- .7 Notifications have been completed and other preparatory steps have been taken.
- .8 Work area enclosure has been inspected and approved by the Departmental Representative.
- .9 Locations for waste bins as designated by the Departmental Representative have been established. Keep bins covered and enclosed while at the site. Bin loading area shall be kept clean at all times.

3.2 SUPERVISION

- .1 Minimum of one Supervisor for every ten workers is required.
- .2 Approved Supervisor must remain within Asbestos Work Area during disturbance, removal, or other handling of asbestos-containing materials.

3.3 ASBESTOS REMOVAL

- .1 Before removing asbestos:
 - .1 Prepare site.
 - .2 Spray asbestos material with water containing specified wetting agent, using airless spray equipment capable of providing "mist" application to prevent release of fibres. Saturate asbestos material sufficiently to wet it to substrate without causing excess dripping. Spray asbestos material repeatedly during work process to maintain saturation and to minimize asbestos fibre dispersion.
- .2 Remove saturated asbestos material in small sections. Do not allow saturated asbestos to dry out. As it is being removed pack material in sealable plastic bags 0.15 mm minimum thick and place in labelled containers for transport.
- .3 Seal filled containers. Clean external surfaces thoroughly by wet sponging. Remove from immediate working area to Staging Area. Clean external surfaces thoroughly again by wet sponging before moving containers to decontamination Washroom. Wash containers thoroughly in decontamination Washroom, and store in Holding Room pending removal to Unloading Room and outside. Ensure that containers are removed from Holding Room by workers who have entered from uncontaminated areas dressed in clean coveralls.
- .4 After completion of stripping work, wire brushed and wet-sponged surfaces from which asbestos has been removed to remove visible material. During this work keep surfaces wet.
- .5 After wire brushing and wet sponging to remove visible asbestos and after encapsulating asbestos containing material impossible to remove, wet clean entire work area including Equipment and Access Room, and equipment used in process. After 24 hour period to allow for dust settling, wet clean these areas and objects again. During this settling period no entry, activity, or ventilation will be permitted. After second 24 hour period under same conditions, clean these areas and objects again using HEPA vacuum followed by wet cleaning. After inspection by Departmental Representative or designate, apply continuous coat of slow drying sealer to surfaces of work area. Allow at least 16 hours with no entry,

activity, ventilation, or disturbance other than operation of negative pressure units during this period.

- .6 Work is subject to visual inspection and air monitoring by Departmental Representative. Contamination of surrounding areas indicated by visual inspection or air monitoring will require complete enclosure and clean-up of affected areas.
- .7 Cleanup:
 - .1 Frequently during Work and immediately after completion of work, clean up dust and asbestos containing waste using HEPA vacuum or by damp mopping.
 - .2 Place dust and asbestos containing waste in sealed dust tight waste bags. Treat drop sheets and disposable protective clothing as asbestos waste and wet and fold to contain dust and then place in waste bags.
 - .3 Immediately before their removal from Asbestos Work Area and disposal, clean each filled waste bag using damp cloths or HEPA vacuum and place in second clean waste bag.
 - .4 Seal and remove double bagged waste from site. Dispose of in accordance with requirements of Provincial/Territorial and Federal authority having jurisdiction. Supervise dumping and ensure that dump operator is fully aware of hazardous nature of material to be dumped and that guidelines and regulations for asbestos disposal are followed.
 - .5 Perform final thorough clean-up of Asbestos Work Areas and adjacent areas affected by Work using HEPA vacuum.

3.4 INSPECTION

- .1 Perform inspection of Asbestos Work Area to confirm compliance with specification and governing authority requirements. Deviation(s) from these requirements that have not been approved in writing by the Departmental Representative may result in Work stoppage, at no additional cost.
- .2 Departmental Representative will inspect Work for:
 - .1 Adherence to specific procedures and materials.
 - .2 Final cleanliness and completion.
 - .3 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.
- .3 When asbestos leakage from Asbestos Work Area has occurred or is likely to occur, Departmental Representative may order Work shutdown.
- .4 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.

3.5 AIR MONITORING

- .1 From beginning of Work until completion of cleaning operations, the Departmental Representative may collect air samples daily inside the Asbestos Work Area enclosures to ensure worker respiratory protection factors are not exceeded, in accordance with Provincial/Federal requirements.

- .2 From beginning of Work until completion of cleaning operations, Departmental Representative will collect air samples on daily basis in the clean room and outside of work area enclosure(s) in accordance with industry standard practice.
- .3 If air monitoring shows that areas outside the work area or in the clean room area are contaminated, enclose, maintain and clean these areas in same manner as that applicable to Asbestos Work Areas.
 - .1 Stop work and clean areas outside of Asbestos Work Areas when Phase Contrast Microscopy measurements exceed 0.05 fibres per cubic centimetre (f/cc) and correct procedures.
 - .2 All required cleaning, re-cleaning, additional air testing and/or inspections will be at no extra charge.
- .4 Final air monitoring to be conducted as follows: After Asbestos Work Area has passed visual inspection by Departmental Representative, and acceptable coat of lock-down agent has been applied to surfaces within enclosure, and appropriate setting period has passed, Departmental Representative will perform aggressive air monitoring within Asbestos Work Area.
 - .1 Final air monitoring results must show fibre levels of less than 0.01 f/cc.
 - .2 If air monitoring results show fibre levels in excess of 0.01 f/cc, re-clean work area and apply another acceptable coat of lock-down agent to surfaces.
 - .3 Repeat as necessary until fibre levels are less than 0.01 f/cc.
 - .4 No additional costs will be allowed by Contractor for additional labour or materials required to provide specified performance level.

3.6 FINAL CLEANUP

- .1 Following cleaning and air sampling by Departmental Representative shows that asbestos levels inside work area enclosure(s) do not exceed 0.01 fibres/cc, proceed with final cleanup.
- .2 Remove polyethylene sheet by rolling it away from walls to centre of work area. Vacuum visible asbestos-containing particles observed during cleanup, immediately, using HEPA vacuum equipment.
- .3 Place polyethylene seals, tape, cleaning material, clothing, and other contaminated waste in plastic bags and sealed labelled waste containers for transport.
- .4 Include in clean-up Work areas, Equipment and Access Room, Washroom, Shower Room, and other contaminated enclosures.
- .5 Include in clean-up sealed waste containers and equipment used in Work and remove from work areas, via Container and Equipment Decontamination Enclosure System, at appropriate time in cleaning sequence.
- .6 Conduct final check to ensure that no dust or debris remains on surfaces as result of dismantling operations.
- .7 As work progresses, and to prevent exceeding available storage capacity on site, remove sealed and labelled containers containing asbestos waste and dispose of at authorized disposal area in accordance with requirements of disposal authority. Ensure that each shipment of containers transported to dump is accompanied by

Contractor's representative to ensure that dumping is done in accordance with governing regulations.

END OF SECTION

Summary of Damaged Asbestos-Containing Materials

Bldg.	Survey Location Reference	Floor	Room	Specific Location	Equipment Type	Material Description	Accessibility	Visible Y/N	Frability (Friable, Non-Friable)	Asbestos Type	%Present	Condition (Good, Fair, Poor, Abated, None)	Approximate Quantity	Units	Sample I.D.	Management Action	Comments	Precautionary Measure	Abatement Method
18	24	2nd	Stairwell	Walls and Ceiling	Plaster		Ce	Y	Friable ⁴	Chrysotile	1.00%	Fair	1	m ²		2	1 metre on ceiling at ground landing adjacent ceiling light. <1 square metre on wall at base of stairwell.	Low	Repair
21	B-6	Basement	B-6	Walls	Textured Plaster		A	Y	Friable ⁴	Assumed	Assumed	Fair	2	m ²		56	On west wall.	Low	Repair
21	B-6	Basement	B-6	Walls	Textured Plaster		A	Y	Friable ⁴	Assumed	Assumed	Poor	1	m ²		3	On west wall around emergency panel A.	Moderate	Remove
21	B-7	Basement	B-7	Walls	Textured Plaster		A	Y	Friable ⁴	Assumed	Assumed	Fair	<1	m ²		56	On column adjacent square staircase.	Low	Repair
21	B-8	Basement	B-8	Walls	Textured Plaster		A	Y	Friable ⁴	Assumed	Assumed	Fair	10	m ²		56	1 square metre on west wall near first aid kit. <1 square metre on east wall next to growth chamber 2. 2 metres cracked on east wall next to growth chamber 10. 5 metres cracked in main electrical breaker room.	Low	Repair
21	B-8	Basement	B-8	Walls	Textured Plaster		A	Y	Friable ⁴	Assumed	Assumed	Poor	<1	m ²		3	On east wall next to green door.	Low	Repair
21	B-1	Basement	B-1	Walls	Textured Plaster		A	Y	Friable ⁴	Assumed	Assumed	Fair	1	m ²		56	On north-east column.	Low	Repair
21	Mezzanine	Second	Mezzanine	Piping	Pipe Insulation	Straight Run	A	Y	Friable	Unknown	Unknown	Poor	<1	m		3	On pipe north of freight elevator on east wall. 8" diameter.	Moderate	Repair
21	West Room	Second	West Room	Walls	Textured Plaster		A	Y	Friable ⁴	Assumed	Assumed	Fair	3	m ²		56	On east wall.	Low	Repair
21	East Room	Second	East Room	Walls	Textured Plaster		A	Y	Friable ⁴	Assumed	Assumed	Poor	<1	m ²		3	Above entryway.	Moderate	Repair
21	Elevator Control Room - West	Second	Elevator Control Room - West	Piping	Pipe Insulation	Pipe Remnant	B	Y	Friable	Chrysotile	55.00%	Poor	<1	m ²		3	In wall on west wall.	Moderate	Repair
22	Crawlspace	Basement	Crawlspace	Piping	Pipe Insulation	Aircoil	B	Y	Friable	Chrysotile	55.00%	Poor	1	m ²		3	<1 square metre at hanger along south wall. 10" diameter. <1 square metre at hanger, east-central, 10" diameter. <1 metre exposed end, central, 9" diameter. <1 metre exposed in north-east corner, 4" diameter.	Moderate - Glove Bag	Remove and Reinstall
22	Crawlspace	Basement	Crawlspace	Piping	Pipe Insulation	Aircoil	B	Y	Friable	Chrysotile	55.00%	Debris	1	m ²		1	1 square metre, central, behind ladder. <1 square metre on cast iron pipe in north-east corner.	Moderate	Remove
22	Crawlspace	Basement	Crawlspace	Piping	Pipe Insulation	Pipe fittings - grey cement compound	B	Y	Friable	Chrysotile	25.00%	Fair	1	Fittings		65	East-central, 10" diameter.	Moderate - Glove Bag	Repair
22	Crawlspace	Basement	Crawlspace	Piping	Pipe Insulation	Pipe fittings - grey cement compound	B	Y	Friable	Chrysotile	25.00%	Poor	2	Fittings		3	1 in north-east corner, 5" diameter. 1 along east wall above yellow water tank, 6" diameter.	Moderate - Glove Bag	Repair
22	Lab B-12	Basement	Lab B-12	Piping	Pipe Insulation	Pipe fittings - grey cement compound	B	Y	Friable	Unknown	Unknown	Fair	3	Fittings		65	1 in the west of the first window from the west. 4" diameter. 1 to the east of the second window from the west. 4" diameter.	Moderate - Glove Bag	Repair
22	Lab B-12	Basement	Lab B-12	Piping	Pipe Insulation	Pipe fittings - grey cement compound	B	Y	Friable	Unknown	Unknown	Poor	1	Fittings		3	To the east of the second window from the east, 4" diameter.	Moderate - Glove Bag	Remove and Reinstall
22	Mechanical Room, B-23	Basement	Mechanical Room, B-23	Piping	Pipe Insulation	Aircoil	Ce	Y	Friable	Chrysotile	55.00%	Poor	<1	m		4	Exposed north south wall, 4" diameter, accessible with 6' ladder.	Moderate - Glove Bag	Repair
22	Mechanical Room, B-23	Basement	Mechanical Room, B-23	Piping	Pipe Insulation	Aircoil	A	Y	Friable	Chrysotile	55.00%	Poor	<1	m		3	<1 metre along north wall at bottom of stairs. 5" diameter. <1 square metre along floor of catwalk along south wall, 5" diameter.	Moderate - Glove Bag	Repair
22	Shipping and Receiving, B-15	Basement	Shipping and Receiving, B-15	Piping	Pipe Insulation	Aircoil	A	Y	Friable	Chrysotile	55.00%	Poor	<1	m		3	On west wall, 3" diameter. Covered in foil.	Moderate - Glove Bag	Repair
23	Main area	Ground	Main area	Wall	Drywall	Drywall Joint Compound	A	Y	Non-Friable	Chrysotile	1.00%	Poor	<1	m		3	Crack under window on west wall.	Low	Repair
23	Main area	Ground	Main area	Piping	Pipe Insulation	Aircoil	A	Y	Friable	Assumed	Assumed	Fair	<1	m ²		56	Along north wall, 4" diameter.	Moderate - Glove Bag	Repair
23	Main area	Ground	Main area	Piping	Pipe Insulation	Aircoil	Cc	N	Friable	Assumed	Assumed	Poor	<1	m		4	In south-west corner of room. 4" diameter.	Moderate - Glove Bag	Repair
23	Storage Board room	Ground	Storage Board room	Piping	Pipe Insulation	Aircoil	Cc	N	Friable	Assumed	Assumed	Fair	<1	m		7	Above drop ceiling in center of room. Ends are sealed with dust tape, 4" diameter.	Moderate - Glove Bag	Repair
23	Storage Board room	Ground	Storage Board room	Piping	Pipe Insulation	Pipe fitting Pacing Material	Cc	N	Friable	Assumed	Assumed	Poor	1	Fittings		4	Above drop ceiling in north-west corner of room. Accessible with 6' ladder. 4" diameter.	Moderate - Glove Bag	Repair
34	B-4	Basement	B-4	Ceiling	Plaster		Cc	N	Friable ⁴	Assumed	Unknown	Poor	13	m ²		4	<1 square metre in multiple locations throughout ceiling space where drop ceiling hangers were installed. 10 square metres in center of room in front of doorway. Accessible with 6' ladder.	High	Remove
34	B-4	Basement	B-4	Ceiling	Plaster		Cc	N	Friable ⁴	Assumed	Unknown	Debris	200	m ²		2	On drop ceiling tiles throughout room. Accessible with 6' ladder.	High	Repair
36	Basement	Basement	B-5	Ceiling	Transite board	Transite board	Ce	Y	Non-Friable	Chrysotile	60.00%	Fair	<1	m		6	In center of room. 2m high access.	Low	Repair
36	Basement	Basement	B-4	Ceiling	Transite board	Transite board	Ce	Y	Non-Friable	Chrysotile	60.00%	Fair	4	m		6	Along east wall. 2m high access.	Low	Repair
36	Basement	Basement	B-4	Ceiling	Transite board	Transite board	Ce	Y	Non-Friable	Chrysotile	60.00%	Poor	<1	m ²		4	2m high access.	Low	Repair
36	Basement	Basement	B-1	Ceiling	Transite board	Transite board	Ce	Y	Non-Friable	Chrysotile	60.00%	Fair	<1	m		6	<1 square metre in front of B-3 doorway and <1 square metre along south wall next to first window from east. 2m high access.	Low	Repair
36	Basement	Basement	B-1	Ceiling	Transite board	Transite board	Ce	Y	Non-Friable	Chrysotile	60.00%	Poor	3	m ²		2	Along east wall adjacent B-6. 2m high access.	Low	Remove
37	1	Ground	Entryway	Wall	Acoustic Tile	1x1' Grey	A	Y	Friable	Chrysotile	1.00%	Poor	22	tile		3	2 on south wall, 2 on east wall, 3 on north wall, 9 on west wall and 7 on shelving unit. All marked with green painter's tape.	Moderate	Remove
37	2	Ground	Office	Wall	Acoustic Tile	1x1' Grey	A	Y	Friable	Chrysotile	1.00%	Poor	28	tile		3	5 on south wall, 5 on west wall, 10 on north wall, and 8 on east wall. All marked with green painter's tape.	Moderate	Remove
37	2	Ground	Office	Ceiling	Acoustic Ceiling Tile	1x1' Grey	Ce	Y	Friable	Chrysotile	1.00%	Fair	15	tile		6	All marked with green painter's tape. Accessible with 6' ladder.	Moderate	Remove
37	2	Ground	Office	Ceiling	Acoustic Ceiling Tile	1x1' Grey	Ce	Y	Friable	Chrysotile	1.00%	Poor	16	tile		3	All marked with green painter's tape. Accessible with 6' ladder.	Moderate	Remove
39	3	Ground	Room Adjacent Entryway	Walls	Transite	Transite panels	A	Y	Non-Friable	Unknown	Unknown	Debris	40	m ²		1	Transite panels were removed but there is transite debris remaining on the walls.	Low	Remove
39	3	Ground	Room Adjacent Entryway	Ceiling	Transite	Transite panels	A	Y	Non-Friable	Unknown	Unknown	Debris	15	m ²		1	Transite panels were removed but there is transite debris remaining on ceiling. Accessible with 6' ladder.	Low	Remove
39	4	Ground	Room	Walls	Transite	Transite panels	A	Y	Non-Friable	Unknown	Unknown	Debris	40	m ²		1	Transite panels were removed but there is transite debris remaining on walls.	Low	Remove
49	Halfway to Elevator	Basement	Halfway to Elevator	Piping	Straight Runs	Mag Block	Cc	N	Friable	Chrysotile Ansoite	50% 8%	Poor	<1	m ²		4	Along west wall, 8" diameter. Accessible with 6' ladder.	Moderate	Remove and Reinstall
49	Halfway to Elevator	Basement	Halfway to Elevator	Piping	Straight Runs	Mag Block	Cc	N	Friable	Chrysotile Ansoite	50% 8%	Debris	4	m ²		2	ACM debris present on top of ceiling tiles, within ceiling space. Asbestos precautions required to access ceiling space.	High	Remove
49	Laboratory 101	Basement	Laboratory 101	Piping	Pipe Fittings	Pipe Fittings - Grey Cement Compound	Cc	N	Friable	Chrysotile	40.00%	Fair	1	Fittings		4	To the east of second window from east, 3" diameter. Accessible with 6' ladder.	Moderate - Glove Bag	Repair
49	Laboratory 101	Basement	Laboratory 101	Piping	Straight Runs	Mag Block	Cc	N	Friable	Chrysotile Ansoite	50% 8%	Poor	<1	m		4	Above column between first and second window from east, 6" diameter. Accessible with 6' ladder.	Moderate - Glove Bag	Repair
49	Laboratory 101	Basement	Laboratory 101	Walls	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Poor	4	m ²		4	1 square metre above drop ceiling with pipe penetration to the west of eastern door. 2 square metres above western door on north wall. 1 square metre along west wall above drop ceiling. Accessible with 6' ladder.	Moderate	Remove
49	Laboratory 101	Basement	Laboratory 101	Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Poor	29	m ²		4	5 square metres above second window from east along south wall. 2 square metres above second window from east in center of room. 8 square metres on deck beam that runs perpendicular between first and second window from east. 8 square metres on deck beam running perpendicular between second and third window from east. 8 square metres on deck beam running perpendicular between third and fourth window from east. Accessible with 6' ladder.	High	Remove
49	Laboratory 101	Basement	Laboratory 101	Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Debris	2	m ²		2	On drop ceiling above second window from east along south wall. Accessible with 6' ladder.	Moderate	Remove
49	Main Hallway	Basement	Main Hallway	Piping	Pipe Fittings	Pipe Fittings - Grey Cement Compound	Cc	N	Friable	Chrysotile	40.00%	Fair	1	Fittings		7	In front of fire hose access from room 102 near south wall, 6" diameter. Accessible with 6' ladder.	Moderate - Glove Bag	Remove and Reinstall
49	Main Hallway	Basement	Main Hallway	Piping	Straight Runs	Mag Block	Cc	N	Friable	Chrysotile Ansoite	50% 8%	Poor	1	m		4	<1 metre in front of fire hose access from room 102 against north wall, 3" diameter. <1 metre on two adjacent pipes above room 112 along north wall, 3" diameter. Accessible with 6' ladder.	Moderate - Glove Bag	Repair
49	Main Hallway	Basement	Main Hallway	Walls	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Poor	80	m ²		4	Throughout at pipework wall penetrations above drop ceiling. Accessible with 6' ladder.	High	Repair
49	Main Hallway	Basement	Main Hallway	Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Poor	80	m ²		4	Throughout at pipework ceiling hanger penetrations. Accessible with 6' ladder.	High	Repair
49	Main Hallway	Basement	Main Hallway	Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Debris	200	m ²		2	On drop ceiling throughout hallway. Accessible with 6' ladder.	High	Remove
49	Storage 105	Basement	Storage 105	Ceilings	Plaster		Cc	Y	Friable ⁴	Assumed	Assumed	Fair	<1	m ²		6	West of door. Accessible with 6' ladder.	Low	Repair
49	Office 103	Basement	Office 103	Walls	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Poor	2	m ²		4	On west wall and on west wall above drop ceiling. Accessible with 6' ladder.	Moderate	Remove
49	Office 112	Basement	Office 112	Walls/Ceilings	Plaster		Cc	Y	Friable ⁴	Assumed	Assumed	Poor	3	m ²		4	1 square metre on west wall. 2 square metres in south-west corner. Accessible with 6' ladder.	Moderate	Remove
49	Stairwell Lobby Outside Office 113	Basement	Stairwell Lobby Outside Office 113	Walls	Plaster		Ce	Y	Friable ⁴	Assumed	Assumed	Fair	2	m		6	East of door 113. Accessible with 6' ladder.	Moderate	Repair
49	Stairwell Lobby Outside Office 113	Basement	Stairwell Lobby Outside Office 113	Walls	Plaster		Ce	Y	Friable ⁴	Assumed	Assumed	Poor	<1	m ²		4	West of door. Accessible with 6' ladder.	Moderate	Repair
49	Office 114	Basement	Office 114	Piping	Straight Runs	Aircoil	Ce	Y	Friable	Assumed	Assumed	Poor	<1	m ²		4	In wall penetration on east wall in north-east corner. Accessible with 6' ladder. There is no adjacent room so only eye enclosure is required.	Moderate - Glove Bag	Remove
49	Storage 110	Basement	Storage 110	Walls/Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Fair	3	m		7	Along west wall. Accessible with 6' ladder.	Low	Repair
49	Storage 110	Basement	Storage 110	Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Poor	2	m ²		4	West of drop ceiling. Accessible with 6' ladder.	High	Remove
49	Storage 110	Basement	Storage 110	Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Debris	4	m ²		2	West of door on drop ceiling. Accessible with 6' ladder.	High	Remove
49	Main Hallway	Ground	Main Hallway	Walls/Ceilings	Plaster		Ce	Y	Friable ⁴	Assumed	Assumed	Poor	<1	m		4	<1 square metre next to door 203 and <1 square metre next to electric lobby on the north wall. Accessible with 6' ladder.	Moderate	Repair
49	Meeting Room 210	Ground	Meeting Room 210	Walls/Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Poor	9	m ²		4	In center of room on beam running north to south. Accessible with 6' ladder.	High	Remove
49	Meeting Room 210	Ground	Meeting Room 210	Walls/Ceilings	Plaster		Cc	N	Friable ⁴	Assumed	Assumed	Debris	9	m ²		2	In center of room under beam running north to south. Accessible with 6' ladder.	High	Remove
49	Office 214	Ground	Office 214	Ceilings	Plaster		Ce	Y	Friable ⁴	Assumed	Assumed	Poor	<1	m ²		4	<1 square metre at 4 locations in center of room. 4m high access.	Low	Repair
49	Office 216	Ground	Office 216	Ceilings	Plaster		Ce	Y	Friable ⁴	Assumed	Assumed	Poor	1	m ²					

Summary of Damaged Asbestos-Containing Materials

Bldg.	Survey Location Reference	Floor	Room	Specific Location	Equipment Type	Material Description	Accessibility	Visible YN	Fraility (Friable, Non-Friable)	Asbestos Type	% Present	Condition (Good, Fair, Poor, Abated, None)	Approximate Quantity	Units	Sample I.D.	Management Action	Comments	Precautionary Measure	Abatement Method
50	Lab EW-05	First	Lab EW-05	Floor	Vinyl Floor Tile	9'x6" Off-white with Grey Vinyl Floor Tile	A	Y	Non-Friable	Chrysotile	0.74%	Fair	3	tile	50-09A	5/6	On either side of door.	Low	Remove
50	Lab EW-06	First	Lab EW-06	Floor	Vinyl Floor Tile	9'x6" Off-white with Grey Vinyl Floor Tile	A	Y	Non-Friable	Chrysotile	0.74%	Fair	4	tile	50-09A	5/6	Need to door on south wall.	Low	Remove
50	Lab EW-16	First	Lab EW-16	Floor	Vinyl Floor Tile	9'x6" Off-white with Grey Vinyl Floor Tile	A	Y	Non-Friable	Chrysotile	0.74%	Fair	3	tile	50-09A	5/6	2 on south wall and 1 in north-west corner.	Low	Remove
90	Office NS-03	First	Office NS-03	Floor	Vinyl Floor Tile and Mastic	9'x6" Red / Grey Vinyl Floor Tile and Mastic	A	Y	Non-Friable	Chrysotile	3.10%	Fair	14	m ²	50-04A	5/6	13 in center of room and 1 at door.	Low	Remove
55	Office NS-03	First	Office NS-03	Piping	Pipe Insulation	Arcofil	A	Y	Friable	Chrysotile	50.00%	Poor	< 1	m ²	50-05	3	In corner of room next to window, covered in clear tape. 3" diameter.	Moderate - Glove Bag	Repair
55	1	Basement	Offices	Walls	Drywall joint compound		A	Y	Non-Friable	Chrysotile	1.00%	Fair	1	m ²		5/6	1 metre on north wall adjacent room 5. 1 square metre on north-west corner of elevator column.	Low	Repair
55	1	Basement	Offices	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Fair	< 1	m ²		5/6	On north wall under fourth window from west.	Low	Repair
55	3	Basement	Records	Walls	Drywall joint compound		A	Y	Non-Friable	Chrysotile	1.00%	Fair	< 1	m ²		5/6	On east wall above door.	Low	Repair
55	3	Basement	Records	Walls	Drywall joint compound		A	Y	Non-Friable	Chrysotile	1.00%	Fair	< 1	m ²		3	Above duct on east wall.	Low	Repair
55	4	Basement	Starwell	Walls	Drywall joint compound		A	Y	Non-Friable	Chrysotile	1.00%	Fair	1	m ²		5/6	On south wall under stairs.	Low	Repair
55	6	Basement	Elevator mech	Walls	Drywall joint compound		B	Y	Non-Friable	Chrysotile	1.00%	Poor	< 1	m ²		3	Along floor on east wall.	Low	Repair
55	6	Basement	Elevator mech	Walls	Drywall joint compound		B	Y	Non-Friable	Chrysotile	1.00%	Poor	< 1	m ²		1	Along floor on east wall.	Low	Remove
55	11	Basement	Janitor	Walls and ceiling	Drywall joint compound		B	Y	Non-Friable	Chrysotile	1.00%	Fair	< 1	m ²		6/5	South-west corner near ceiling.	Low	Repair
55	15	Basement	Hallway	Ceiling	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Poor	26	m ²		4	Along perimeter wall.	High	Repair
55	15	Basement	Hallway	Ceiling	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Fair	< 1	m ²		6	North-west corner of room.	Low	Repair
55	16	Basement	Mech room	Wall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	1.00%	Fair	< 1	m ²		5/6	Along south wall under second window from west.	Low	Repair
55	17	Basement	Mech room	Ceiling	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Poor	3	m ²		4	Above window.	Moderate	Repair
55	18	Basement	File storage room	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Poor	2	m ²		3	South wall.	Moderate	Repair
55	19	Basement	Starwell	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Poor	< 1	m ²		3	Above piping on west wall.	Moderate	Repair
55	21	Ground	Office	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Fair	1	m ²		5/6	On south wall next to door.	Low	Repair
55	22	Ground	Office	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Fair	1	m ²		5/6	< 1 square metre on east wall. < 1 metre on north wall, and < 1 square metre on wall in north-east corner.	Low	Repair
55	23	Ground	Office	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Fair	< 1	m ²		5/6	At 3 locations on south wall.	Low	Repair
55	25	Ground	Office	Ceiling	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Poor	< 1	m ²		4	Above ceiling light.	Moderate	Repair
55	24	Ground	Office	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Fair	< 1	m ²		5/6	In south-east corner.	Low	Repair
55	25	Ground	Office	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Fair	1	m ²		5/6	On south wall in south-west corner.	Low	Repair
55	27	Ground	Storage	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Fair	1	m ²		6	< 1 square metre on west wall. 1 metre in south-west corner.	Low	Repair
55	27	Ground	Storage	Ceiling	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Fair	< 1	m ²		6	In south-west corner.	Low	Repair
55	36	Ground	Starwell and Lobby	Walls	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Fair	1	m ²		6	On east wall.	Low	Repair
55	37	Ground	Office	Walls	Drywall joint compound		Ce	Y	Non-Friable	Chrysotile	1.00%	Fair	< 1	m ²		6	< 1 square metre at 2 locations on north wall of stairwell. < 1 square metre at south-east corner of stairs.	Low	Repair
55	41	2nd	Offices	Walls	Drywall joint compound		A	Y	Non-Friable	Chrysotile	1.00%	Fair	1	m ²		5/6	< 1 square metre on south wall. 1 metre on south wall (cracked).	Low	Repair
55	42	2nd	Offices	Ceiling	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Fair	1	m ²		6	On east wall above door 43.	Low	Repair
55	42	2nd	Offices	Ceiling	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Poor	< 1	m ²		4	Central, in front of fifth window from west.	Moderate	Remove
55	46	2nd	Office	Walls	Plaster		A	Y	Friable*	Chrysotile	1.00%	Fair	< 1	m ²		7	On south wall behind radiator.	Low	Repair
55	47	2nd	Office	Walls and ceiling	Drywall joint compound		Ce	Y	Non-Friable	Chrysotile	1.00%	Debris	< 1	m ²		2	South-west corner of room.	Low	Remove
55	48	2nd	Men's washroom	Walls	Drywall joint compound		Ce	Y	Non-Friable	Chrysotile	1.00%	Fair	1	m ²		1	< 1 square metre and 1 metre on south wall.	Low	Repair
55	48	2nd	Men's washroom	Walls	Drywall joint compound		A	Y	Friable*	Chrysotile	1.00%	Poor	2	m ²		3	On south wall behind radiator.	Moderate	Repair
55	Exterior	Exterior		Walls	Stucco		A	Y	Friable*	Chrysotile	8.00%	Fair	1	m		5/6	Crack on south wall.	Low	Repair
55	Exterior	Exterior		Walls	Stucco		Ce	Y	Friable*	Chrysotile	8.00%	Fair	6	m		6	1 metre crack on south wall. 3m high access. 1 metre crack on north wall above fifth window from west. 4m high access. 1 metre crack on north wall above first window from west. 4m high access. 3 metre crack on north wall above first window from west. 4m high access.	Low	Repair
55	Exterior	Exterior		Walls	Stucco		A	Y	Friable*	Chrysotile	8.00%	Poor	2	m ²		3	On right side of main entrance.	Low	Repair
55	Exterior	Exterior		Walls	Stucco		Ce	Y	Friable*	Chrysotile	8.00%	Poor	1	m ²		4	On right side of main entrance above awning. 3m high access. ACM debris present at entrance on stairs. Asbestos precautions required for entry.	High	Remove
55	4	Basement	Floor near entrance	Vermiculite		A	Y	Friable	Unknown	Unknown	Unknown	Debris	4	m ²		1	ACM debris present at entrance on stairs. Asbestos precautions required for entry.	High	Remove
55	4	Basement	Piping	Fittings	Pipe Fitting Parging Material		A	Y	Friable	Unknown	Unknown	Poor	3	Fittings		3	No canvas on fittings. 9" diameter. Accessible with 6' ladder.	High	Remove and Replace
55	8	Basement	Piping	Fittings	Pipe Fitting Parging Material		A	Y	Friable	Unknown	Unknown	Poor	25	Fittings		3	No canvas on fittings. Between 3" and 5" diameter. Accessible with 6' ladder.	High	Remove and Replace
55	6	Ground	Vestibule	Floor	Vinyl Floor Tiles	12"x12" Beige	A	Y	Non-Friable	Chrysotile	2.00%	Fair	11	tile	50-06-A	5/6	7 at entrance and 4 in center of room in front of first window.	Low	Remove
55	7	Ground	Office	Floor	Vinyl Floor Tiles	12"x12" Beige	A	Y	Non-Friable	Chrysotile	2.00%	Fair	12	tile	S-05-A	5/6	2 in center of room in front of window and 10 along east wall.	Low	Remove
57	13	Basement	Small Mechanical room	Ceiling	Plaster		Ce	N	Friable	Chrysotile	1.00%	Debris	100	m ²		2	On drop ceiling.	High	Remove
57	17	Basement	Mechanical room	Walls	Plaster		A	Y	Friable	Chrysotile	1.00%	Poor	< 1	m ²		3	South-east corner.	Moderate	Repair
57	17	Basement	Mechanical room	Walls	Cementitious finish		A	Y	Non-Friable	Chrysotile	2.00%	Fair	3	m ²		5/6	Cracked, on east wall.	Low	Repair
57	18	Ground	Office	Columns (under drywall) and perimeter walls	Plaster		Cc	N	Friable*	Chrysotile	1.00%	Fair	2	m ²		7		Low	Repair
57	18	Ground	Office	Ceiling	Plaster		Cc	N	Friable*	Chrysotile	1.00%	Debris	< 1	m ²		2	On drop ceiling on south side of window.	Moderate	Remove
57	25	Ground	Condo	Walls	Plaster		Ce	Y	Friable*	Chrysotile	1.00%	Fair	< 1	m ²		6	Near east wall.	Low	Repair
60	Storage Room (behind Chimney and Furnace Rooms)	Basement	Storage Room (behind Chimney and Furnace Rooms)	Piping	Pipe Insulation	Arcofil	B	Y	Friable	Chrysotile	70.00%	Poor	20	m		3	Behind panel on back wall in crawlspace. Confined space entry.	High	Remove and Replace
60	Starwell	Basement to Ground	Starwell	Walls	Tranite	Sheet	A	Y	Non-Friable	Chrysotile	30.00%	Poor	< 1	m ²		3	On stairwell landing.	Low	Repair
60	Exterior	Exterior	Exterior	Walls	Tranite	Siding	A	Y	Non-Friable	Chrysotile	25.00%	Fair	1	m ²		5/6	< 1 square metre on south wall under second window from west. < 1 square metre on south wall at south-west corner. < 1 square metre on north wall at north-west corner. < 1 square metre on north wall under first window from west.	Low	Repair
60	Exterior	Exterior	Exterior	Walls	Tranite	Siding	A	Y	Non-Friable	Chrysotile	25.00%	Poor	2	m		3	On west wall to the right of wooden stairwell.	Low	Repair
72	Craft Drying Room	Basement	Craft Drying Room	Mechanical	Pipe elbows	Pipe fittings - grey cement compound	Ce	Y	Friable	Chrysotile	70.00%	Poor	3	Fittings		4	1 fitting in south-west corner of room. 1 fitting on west wall in front of boarded window. 1 fitting in south-east corner of room.	Moderate - Glove Bag	Repair
72	Craft Drying Room	Basement	Craft Drying Room	Mechanical	Pipe straight	Arcofil	Ce	Y	Friable	Unknown	Unknown	Fair	< 1	m		6	All 6" diameter.	Moderate - Glove Bag	Repair
72	Craft Drying Room	Basement	Craft Drying Room	Mechanical	Pipe straight	Arcofil	Ce	Y	Friable	Unknown	Unknown	Fair	< 1	m		4	< 1 metre in south-west corner of room, covered in dust tape. < 1 metre in east window. < 1 metre on west wall against ceiling beam. All 6" diameter.	Moderate - Glove Bag	Repair
72	Storage Room, B-7	Basement	Storage Room, B-7	Mechanical	Pipe elbows	Pipe fittings - grey cement compound	Ce	Y	Friable	Chrysotile	70.00%	Fair	1	Fittings		6	South-west corner of room. 5" diameter.	Moderate - Glove Bag	Repair
72	Storage Room, B-7	Basement	Storage Room, B-7	Mechanical	Pipe straight	Arcofil	Ce	Y	Friable	Unknown	Unknown	Fair	< 1	m		6	South-west corner of room. Arcofil is exposed at metal ring. 6" diameter.	Moderate - Glove Bag	Repair
72	Basement, Central, Bottom of Stairs	Basement	Basement, Central, Bottom of Stairs	Mechanical	Pipe elbows	Pipe fittings - grey cement compound	Ce	Y	Friable	Chrysotile	70.00%	Fair	1	Fittings		6	On the left at the base of the stairs. 6" diameter.	Moderate - Glove Bag	Repair
72	Basement, Central, Bottom of Stairs	Basement	Basement, Central, Bottom of Stairs	Mechanical	Pipe straight	Arcofil	Ce	Y	Friable	Unknown	Unknown	Fair	< 1	m		6	Need to door to B-1. Arcofil is exposed at metal ring. 6" diameter.	Moderate - Glove Bag	Repair
72	Storage Room, B-8	Basement	Storage Room, B-8	Mechanical	Pipe elbows	Pipe fittings - grey cement compound	Ce	Y	Friable	Chrysotile	70.00%	Fair	1	Fittings		6	On east wall. 6" diameter.	Moderate - Glove Bag	Repair
72	Storage Room, B-8	Basement	Storage Room, B-8	Mechanical	Pipe straight	Arcofil	Ce	Y	Friable	Unknown	Unknown	Poor	< 1	m		3	On north wall. 6" diameter.	Moderate - Glove Bag	Repair
76	Corridor/Vestibule	Ground	Corridor/Vestibule	Walls	Drywall	Drywall Joint Compound	A	Y	Non-Friable	Chrysotile	3.00%	Fair	1	m ²		5/6	< 1 square metre to the right of the electrical box. 1 metre on side of stairwell, and < 1 square metre to the right of the door next to stairwell.	Low	Repair
76	Storage	Third	Storage	Walls	Drywall	Drywall Joint Compound	A	Y	Non-Friable	Chrysotile	3.00%	Fair	2	m		6	At the top of the stairs. Accessible with 6' ladder.	Low	Repair
76	Storage	Third	Storage	Walls	Drywall	Drywall Joint Compound	A	Y	Non-Friable	Chrysotile	3.00%	Fair	1	m ²		5/6	< 1 metre on exterior wall of east room. < 1 square metre on south wall of west room along bench, and < 1 square metre on south wall of west room along ceiling joint.	Low	Remove
76	Storage	Third	Storage	Walls	Drywall	Drywall Joint Compound	A	Y	Non-Friable	Chrysotile	3.00%	Poor	7	m ^{2</}					

Summary of Damaged Asbestos-Containing Materials

Bldg.	Survey Location	Reference	Floor	Room	Specific Location	Equipment Type	Material Description	Accessibility	Visible	Frability (Friable, Non-Friable)	Asbestos Type	% Present	Condition (Good, Fair, Poor, Abated, None)	Approximate Quantity	Units	Sample I.D.	Management Action	Comments	Precautionary Measure	Abatement Method
94	Room 201	Second	Rooms 201A-201C	Ceiling	1x1 Phenolic Ceiling Tile			Cc	N	Non-Friable	Unknown	Unknown	Poor	<1	m ²		4	<1 square metre at 2 locations on east side of room 201C (2 Bbs). <1 square metre on south side of room 201A (1 Bb).	Low	Remove
94	Room 300	Third	Rooms 300A & 300B	Walls	Plaster			A	Y	Friable*	Unknown	Unknown	Fair	3	m		56	On column on south wall.	Low	Repair
94	Room 300A	Third	300A & 300B	Walls	Plaster			A	Y	Friable*	Unknown	Unknown	Fair	1	m ²		56	Under window.	Low	Repair
94	Room 300B	Third	300A & 300B	Walls	Plaster			A	Y	Friable*	Unknown	Unknown	Fair	2	m ²		56	1 square metre under window. 1 metre on north wall.	Low	Repair
94	Exterior	Exterior		Walls	Texture coat			A	Y	Non-Friable	Chrysotile	2%	Fair	19	m ²		56	18 metres cracked on west facade at ground level near door and 1 metre cracked on south facade at ground level to the right of door.	Low	Repair
97	Exterior	Exterior		Walls	Texture coat			Ce	Y	Non-Friable	Chrysotile	2%	Fair	3	m ²		6	Cracked on south facade at second level above door. 6m high access.	Low	Repair
97	Exterior	Exterior		Walls	Texture coat			A	Y	Non-Friable	Chrysotile	2%	Poor	7	m ²		6	<1 square metre on south-west corner at ground level. 1 metre on east facade at ground level along grass, and 6 metres on north facade at ground level along grass.	Low	Repair
99	Office area	Ground	9	Countertop	Transite			A	Y	Non-Friable	Unknown	Unknown	Fair	2	m		56	Edges are frayed.	Moderate - Glove Bag	Repair
99	Laboratory	Basement	Laboratory 12	Piping	Arcel			Ce	Y	Friable	Chrysotile	65.00%	Fair	<1	m ²		6	<1 square metre on north wall to the west of room 14, 8" diameter, and <1 square metre in center bay, 8" diameter. All accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Laboratory	Basement	Laboratory 12	Piping	Arcel			Ce	Y	Friable	Chrysotile	65.00%	Poor	<1	m		4	On west wall above electrical panel. Accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Laboratory	Basement	Laboratory 12	Piping cement compound	Grey			Ce	Y	Friable	Chrysotile	60.00%	Fair	1	Fittings		4	On east wall adjacent bay doors, 6" diameter. Accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Laboratory	Basement	Laboratory 12	Piping cement compound	Grey			Ce	Y	Friable	Chrysotile	60.00%	Poor	2	Fittings		4	At bottom of stairs to the west, 6" diameter, and 1 on west wall in front of room 16, 6" diameter. All accessible with 6" ladder.	Moderate - Glove Bag	Remove and Reinstall
99	Laboratory	Basement	Laboratory 14	Piping	Arcel			Ce	Y	Friable	Chrysotile	65.00%	Poor	<1	m ²		4	<1 metre along west wall, 8" diameter, and <1 square metre along west wall, 8" diameter. All accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Laboratory	Basement	Laboratory 14	Piping cement compound	Grey			Ce	Y	Friable	Chrysotile	60.00%	Poor	2	Fittings		4	Along north wall, 6" diameter. Accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Laboratory	Basement	Laboratory 15	Piping	Arcel			Ce	Y	Friable	Chrysotile	65.00%	Fair	<1	m		6	<1 metre at 3 locations along pipe above dehumidifier on north wall, 6" diameter, accessible with 6" ladder. <1 metre in north-west corner of room next to gird area, 6" diameter, accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Laboratory	Basement	Laboratory 15	Piping cement compound	Grey			Ce	Y	Friable	Chrysotile	60.00%	Poor	1	Fittings		4	In north-west corner of room, 6" diameter. Accessible with 6" ladder.	Moderate - Glove Bag	Remove and Reinstall
99	Mechanical room	Basement	Mechanical Room 18	Piping	Arcel			Ce	Y	Friable	Chrysotile	65.00%	Fair	2	m		6	<1 metre on pipe at base of stairs, 6" diameter, and <1 metre above boiler on north wall, 6" diameter.	Moderate - Glove Bag	Repair
99	Mechanical room	Basement	Mechanical Room 18	Piping cement compound	Grey			A	Y	Friable	Chrysotile	60.00%	Poor	1	Fittings		3	On west wall adjacent boiler, 6" diameter.	Moderate - Glove Bag	Remove and Reinstall
99	Mechanical room	Basement	Mechanical Room 18	Piping cement compound	Grey			A	Y	Friable	Chrysotile	60.00%	Debris	<1	m ²		1	On west wall adjacent boiler.	High	Remove
99	Mechanical room	Basement	Mechanical Room 19	Piping	Arcel			Ce	Y	Friable	Chrysotile	65.00%	Fair	<1	m		6	On 4" diameter pipe that runs east to west. Accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Mechanical room	Basement	Mechanical Room 19	Piping	Arcel			Ce	Y	Friable	Chrysotile	65.00%	Poor	<1	m		4	On 4" diameter pipe that runs east to west. Accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Mechanical room	Basement	Mechanical Room 19	Piping	Arcel			Ce	Y	Friable	Chrysotile	60.00%	Poor	<1	m ²		4	On west wall, 4" diameter. Accessible with 6" ladder.	Moderate - Glove Bag	Repair
99	Mechanical room	Basement	Mechanical Room 19	Piping cement compound	Grey			Ce	Y	Friable	Chrysotile	60.00%	Fair	1	Fittings		6	On west wall, 6" diameter. Accessible with 6" ladder.	Moderate - Glove Bag	Repair
107	Storage Room	Man	Storage Room	Wall	Transite board			A	Y	Non-Friable	Chrysotile	20%	Fair	<1	m ²		56	<1 square metre on north wall at pipe penetration under large ON/OFF switch, and <1 square metre on east wall under "main disconnect" electrical box.	Low	Repair
107	Growth Room	Man	Growth Room	Wall	Transite board			A	Y	Non-Friable	Chrysotile	20%	Fair	<1	m ²		56	On north wall.	Low	Repair
110	Boiler Room	Basement	Boiler Room	Ceiling	Transite board			Ce	Y	Non-Friable	Chrysotile	20%	Fat	<1	m ²		6	North-west corner.	Low	Repair
110	Boiler Room	Basement	Boiler Room	Ceiling	Transite board			Ce	Y	Non-Friable	Chrysotile	20%	Poor	6	m ²		6	3 square metres on west wall, 3 square metres on east wall, and <1 square metre on north wall ceiling.	Low	Remove
110	Tool Storage	Basement	Tool Storage	Ceiling	Transite board			Ce	Y	Non-Friable	Chrysotile	20%	Fair	1	m		6	In front of boiler room door.	Low	Repair
110	Seed storage room	Ground	Seed storage room	Wall	Drywall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	2.00%	Fair	1	m ²		56	Under window.	Low	Repair
110	Office 103	Ground	Office 103	Wall	Drywall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	2.00%	Fair	2	m ²		56	1 square metre far under north window and 1 square metre far under east window.	Low	Repair
110	Entrance	Ground	Entrance	Wall	Drywall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	2.00%	Fat	<1	m ²		56	At 2 locations on east wall.	Low	Repair
110	Entrance	Ground	Entrance	Wall	Drywall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	2.00%	Poor	<1	m ²		3	Next to front door.	Low	Remove
110	Lab/Office 108A	Ground	Lab/Office 108A	Wall	Transite board			A	Y	Non-Friable	Chrysotile	20%	Fat	2	m ²		56	1 metre under north-west window, 1 square metre on south wall of office 108A.	Low	Repair
110	Lab/Office 108A	Ground	Lab/Office 108A	Wall	Transite board			Ce	Y	Non-Friable	Chrysotile	20%	Fat	1	m ²		56	In north-east corner near ceiling, 3m high access.	Low	Repair
110	Storage 1	Attic	Storage 1	Wall	Drywall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	2.00%	Fat	<1	m ²		56	On west wall.	Low	Repair
110	Storage 2	Attic	Storage 2	Wall	Drywall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	2.00%	Fat	<1	m ²		56	On north wall, central.	Low	Repair
110	Storage 2	Attic	Storage 2	Wall	Drywall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	2.00%	Poor	<1	m ²		3	On west wall.	Low	Repair
110	Storage 3	Attic	Storage 3	Wall	Drywall	Drywall joint compound		A	Y	Non-Friable	Chrysotile	2.00%	Fat	20	m		56	Along north facade wall where 3 pins vertical wall.	Low	Repair
114	Wash bay	Ground	Wash bay	Mechanical	Pipe elbows	Parging		Ce	Y	Friable	Chrysotile	65.00%	Fair	2	Fittings		6	On east wall to the left of the boiler room, 5" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Wash bay	Ground	Wash bay	Mechanical	Pipe straight	Arcel		Ce	Y	Friable	Chrysotile	90.00%	Fair	1	m		6	<1 metre at 3 locations on pipe on east wall, 5" diameter, 4m high access. 1 metre on central pipe near west wall, 5" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Welding shop	Ground	Welding shop	Mechanical	Pipe elbows	Parging		Ce	Y	Friable	Chrysotile	65.00%	Fair	1	Fittings		6	Central, 5" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Welding shop	Ground	Welding shop	Mechanical	Pipe straight	Arcel		Ce	Y	Friable	Chrysotile	90.00%	Fair	<1	m		6	On center pipe in center of room, 5" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Welding shop	Ground	Welding shop	Mechanical	Pipe straight	Arcel		Ce	Y	Friable	Chrysotile	90.00%	Poor	<1	m		4	<1 metre on center pipe in center of room, 5" diameter, 4m high access. <1 metre on same line near garage door, 5" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Maintenance area	Ground	Maintenance area	Mechanical	Pipe elbows	Parging		Ce	Y	Friable	Chrysotile	65.00%	Fair	2	Fittings		6	Cracked on north wall, 3" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Maintenance area	Ground	Maintenance area	Mechanical	Pipe elbows	Parging		Ce	Y	Friable	Chrysotile	65.00%	Poor	4	Fittings		4	1 m seventh beam from welding area bay doors, 4" diameter, 1 along west wall, north of bay doors, 4" diameter, 1 on seventh beam from lower stock room door, 6" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Maintenance area	Ground	Maintenance area	Mechanical	Pipe straight	Arcel		Ce	Y	Friable	Chrysotile	90.00%	Fair	<1	m		6	<1 metre between second and third beams from bay doors to welding area, 5" diameter, <1 metre on third beam from bay doors to welding area, 5" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Maintenance area	Ground	Maintenance area	Mechanical	Pipe straight	Arcel		Ce	Y	Friable	Chrysotile	90.00%	Fair	<1	m		4	<1 metre above bay doors to welding area, 4" diameter, <1 metre on second beam from bay doors to welding area, 5" diameter, <1 metre between third and fourth beams from bay doors to welding area, 5" diameter, <1 metre on sixth beam from bay doors to welding area, 4" diameter, <1 metre along west wall south of bay doors, 5" diameter, <1 metre on the west side of the room, 4" diameter, <1 metre above door to lower stock room, 5" diameter, <1 metre on second beam from door to lower stock room, 5" diameter, 4m high access.	Moderate - Glove Bag	Repair
114	Service area	Ground	Service area	Mechanical	Pipe elbows	Parging		Ce	Y	Friable	Chrysotile	65.00%	Fair	1	Fittings		6	In stairwell to lunch room on second level, 4" diameter.	Moderate - Glove Bag	Repair
114	Boiler room	Basement	Boiler room	Mechanical	Pipe elbows	Parging		Ce	Y	Friable	Chrysotile	65.00%	Fair	1	Fittings		6	On east wall.	Moderate - Glove Bag	Repair
114	Mezzanine stock room	Attic	Mezzanine stock room	Mechanical	Pipe elbows	Parging		Ce	Y	Friable	Chrysotile	65.00%	Fat	1	Fittings		56	Cracked on east wall.	Moderate - Glove Bag	Repair
114	Exterior	Exterior	Exterior	Walls	Finish coat			A	Y	Non-Friable	Chrysotile	3.00%	Fair	3	m		56	1 square metre to the east of the first window on the south facade, 1 metre between first and second window on south facade, 1 metre on west facade to the north of the bay doors.	Low	Repair
114	Exterior	Exterior	Exterior	Walls	Finish coat			A	Y	Non-Friable	Chrysotile	3.00%	Poor	3	m		3	Under first window on the south facade.	Low	Repair
136	Storage Area	Ground	Storage Area	Piping	Pipe insulation	Pipe fitting - grey cement compound		Ce	Y	Friable	Chrysotile	70.00%	Poor	1	Fittings		4	In south-east corner, 3" diameter. Accessible with 6" ladder.	Moderate	Repair
136	Mechanical Room	Ground	Mechanical Room	Piping	Pipe insulation	Pipe fitting - grey cement compound		A	Y	Friable	Chrysotile	70.00%	Poor	1	Fittings		3	1.5" diameter.	Moderate	Remove and Reinstall
136	Mechanical Room	Ground	Mechanical Room	Walls	Drywall joint compound			A	Y	Non-Friable	Chrysotile	0.60%	Fat	<1	m		3	Around pipe (pipe fitting).	Low	Repair
136	Office	Ground	Office	Walls	Drywall joint compound			A	Y	Non-Friable	Chrysotile	0.95%	Fat	60	m		56	Cracked at wall/ceiling joint.	Low	Repair
138	Washroom	Ground	Washroom	Walls	Drywall joint compound			A	Y	Non-Friable	Chrysotile	0.60%	Fat	3	m		56	Cracked at wall/ceiling joint on south and west walls.	Low	Repair
138	Washroom	Ground	Washroom	Walls	Drywall joint compound			A	Y	Non-Friable	Chrysotile	0.60%	Fat	<1	m		3	On west wall.	Low	Repair
138	Hall	Ground	Hall	Walls	Drywall joint compound			A	Y	Non-Friable	Chrysotile	0.60%	Fair	6	m		56	Cracked at wall/ceiling joint on north, east and west walls, <1 square metre on east wall at yellow pipe penetration.	Low	Repair
138	Mechanical Room	Ground	Mechanical Room	Walls	Drywall joint compound			A	Y	Non-Friable	Chrysotile	0.60%	Poor	<1	m ²		3	At 2 locations on west wall at pipe penetrations on east and west walls.	Low	Repair
138	Mechanical Room	Ground	Mechanical Room	Ceiling	Drywall joint compound			Ce	Y	Non-Friable	Chrysotile	0.60%	Poor	1	m ²		4	Above duct work. Accessible with 6" ladder.	Low	Repair
138	Storage	Ground	Storage	Walls	Drywall joint compound			A	Y	Non-Friable	Chrysotile	0.60%	Fat	36	m		56	Cracked at wall/ceiling joint on all walls.	Low	Repair
138	Storage	Ground	Storage	Ceiling	Drywall joint compound			Ce	Y	Non-Friable	Chrysotile	0.60%	Fat	<1	m ²		6	Above north window.	Low	Repair
140	1	Ground	Plant growth	Walls/Ceiling	Drywall joint compound			A	Y	Non-Friable	Chrysotile	1.00%	Fair	15	m					

Summary of Damaged Asbestos-Containing Materials

Bldg.	Survey Location Reference	Floor	Room	Specific Location	Equipment Type	Material Description	Accessibility	Visible Y/N	Friability (Friable, Non-Friable)	Asbestos Type	% Present	Condition (Good, Fair, Poor, Abated, None)	Approximate Quantity	Units	Sample I.D.	Management Action	Comments	Precautionary Measure	Abatement Method
140	2	Ground	Laboratory	Piping	Fittings	Parging	Ce	Y	Friable	Unknown	Unknown	Fair	1	Fittings	6	On south wall, 4" diameter. Accessible with 6' ladder.	Moderate - Glove Bag	Repair	
140	2	Ground	Laboratory	Walls/Ceiling	Drywall joint compound		A	Y	Non-friable	Chrysotile	1.00%	Fair	2	m	56	On ceiling near south wall on west side of room, 3m high access.	Low	Repair	
140	2	Ground	Laboratory	Walls/Ceiling	Drywall joint compound		A	Y	Non-friable	Chrysotile	1.00%	Poor	<1	m ²	3	On west wall at pipe penetration above water heater. Accessible with 6' ladder.	Low	Repair	
140	3	Ground	Office	Floor	Vinyl floor tile	9"x9", grey streaked	A	Y	Non-friable	Chrysotile	1.00%	Fair	1	tile	56	On west wall.	Low	Remove	
140	3	Ground	Office	Walls/Ceiling	Drywall joint compound		A	Y	Non-friable	Chrysotile	1.00%	Poor	1	m ²	3	1 square metre ceiling on north-west side of room, 3m high access. <1 square metre on east wall at pipe penetration, accessible with 6' ladder.	Low	Repair	
140	4	Ground	Washroom	Walls/Ceiling	Drywall joint compound		A	Y	Non-friable	Chrysotile	1.00%	Fair	2	m	56	1 metre in stall on east wall and 1 metre on the north wall adjacent to the sink.	Low	Repair	
140	4	Ground	Washroom	Walls/Ceiling	Drywall joint compound		A	Y	Non-friable	Chrysotile	1.00%	Poor	1	m ²	3	<1 square metre on north wall at pipe penetration, accessible with 6' ladder. <1 square metre on north wall along baseboard next to door.	Low	Repair	
142	Main Room	Ground	Main Room	Walls	Transite board		A	Y	Non-friable	Chrysotile	Unknown	Fair	<1	m ²	56	<1 square metre on north wall, accessible with 6' ladder.	Low	Repair	
142	Storage Room 1	Ground	Storage Room 1	Walls	Transite board		A	Y	Non-friable	Chrysotile	Unknown	Fair	<1	m ²	56	On south wall.	Low	Repair	
142	Mechanical room	Ground	Mechanical room	Walls	Transite board		A	Y	Non-friable	Chrysotile	Unknown	Fair	1	m ²	56	<1 square metre on north wall at 4 locations and <1 square metre on east wall at 4 locations. All accessible with 6' ladder.	Low	Repair	
143	Office 7	Ground	Office 7	Floor	Vinyl floor tiles	12"x12", Off-white with specks	A	Y	Non-friable	Chrysotile	3.00%	Fair	<1	m ²	56	Cracked on north side under desk.	Low	Remove	
143	Hall	Ground	Hall	Floor	Vinyl floor tiles	12"x12", Off-white with specks	A	Y	Non-friable	Chrysotile	3.00%	Fair	7	tiles	56	4 cracked at entrance to lab 19, 3 next to door.	Low	Remove	
143	Hall	Ground	Hall	Floor	Vinyl floor tiles	12"x12", Off-white with specks	A	Y	Non-friable	Chrysotile	3.00%	Debris	<1	m ²	1		Low	Remove	
143	Barley Seed Lab (next to lab 19)	Ground	Barley Seed Lab (next to lab 19)	Floor	Vinyl floor tiles	12"x12", Off-white with specks	A	Y	Non-friable	Chrysotile	3.00%	Fair	2	tiles	56	Next to boiler room door.	Low	Remove	
143	Mezzanine above boiler room	Mezzanine	Mezzanine above boiler room	Mechanical	Pipe elbows	Parging	Ce	Y	Friable	Chrysotile	65.00%	Fair	1	Fittings	6	On catwalk, central-west, 4" diameter.	Moderate - Glove Bag	Repair	
143	Mezzanine above boiler room	Mezzanine	Mezzanine above boiler room	Mechanical	Pipe elbows	Parging	Ce	Y	Friable	Chrysotile	65.00%	Poor	3	Fittings	4	1 under red Armstrong manifold, north-east side of room, 4" diameter. 1 on AHU #3, north-east corner of room, 5" diameter. 1 on right side of catwalk, central-west, 4" diameter.	Moderate - Glove Bag	Remove and Reinstall	
143	Mezzanine above boiler room	Mezzanine	Mezzanine above boiler room	Mechanical	Pipe elbows	Parging	Ce	Y	Friable	Chrysotile	65.00%	Debris	1	m ²	2	On catwalk, north-east corner.	Moderate	Remove	



ANNEX A – Scope of Work

Hazardous Materials Abatement, Remediation and Disposal

General Information

Agriculture and Agri-Food Canada requires abatement, remediation and disposal of Hazardous Materials (Asbestos) for 28 buildings on the Central Experimental Farm, 960 Carling Ave., Ottawa, ON.

Scope of Work

The Contractor must provide all necessary tools, equipment, Permits/Fees, Licenses, services, materials and labour to execute, complete in a careful and workmanlike manner the abatement, remediation and disposal of Hazardous Materials of the 28 buildings.

1. The Contractor must remove and dispose of all Asbestos/Hazardous materials that are identified in the Summary of Damaged Asbestos-Containing Materials.
2. All removals must be disposed of off AAFC grounds. For any hazardous material (e.g. asbestos) it is to have paper work supporting that it was disposed of at a registered disposal site.
3. The Contractor must provide a complete project schedule (5) business days after award of contract for approval by the Project Authority.
4. The Contractor must submit a health and safety plan that identifies any hazard and details on how these hazards will be mitigated.
5. The Contractor must submit a specific asbestos exposure control plan to AAFC for review on award of project.
6. The Contractor must submit hazardous material management plan that identifies hazardous material, usage, location, personal protective equipment requirements, Health and Safety Plan and disposal arrangements on award of project.
7. Disposal; any removed material must be carried out using the highest standard in regard to landfill waste diversion, reusing, recycling and comply with applicable transportation and environmental legislation (federal and provincial).
8. The Contractor must provide copies of waste manifests to the Project Authority.
9. The Contractor must ensure that Transportation of Dangerous Goods regulations are followed.
10. All applicable Federal and Provincial safety codes must be adhered to.