Title / Titre

RETURN BIDS to:

Bid Receiving/Réception des soumissions Procurement Hub | Centre d'approvisionnement 200 Kent Street | 200 rue Kent Ottawa, ON, K1A 0E6

RETOURNER LES SOUMISSIONS à

Email : <u>DFO.tenders-</u>

soumissions.MPO@dfo-mpo.gc.ca

AND

Richard.soulliere@dfo-mpo.gc.ca

Bid documents and bid security received by fax, courrier, or postal mail will not be accepted.

INVITATION TO TENDER APPEL D'OFFRES

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, les services, et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

| Title / Titre Lighthouse Rehabilitation at Cap-des- | Amendment # / Modification No. | | |
|---|---------------------------------------|--|--|
| Rosiers, QC | | | |
| Solicitation No. / Nº de l'invitation | Date | | |
| 30005885 | July 17, 2024 | | |
| Solicitation Closes / L'invitation pren | d fin | | |
| At /à: 2:00 PM | | | |
| EDT (Eastern Daylight Time) / HAE (He | ure Avancée de l'Est) | | |
| On / le: August 7, 2024 | | | |
| F.O.B. / F.A.B. | | | |
| Destination | | | |
| Address Inquiries to : / Adresser tout Richard Soulliere | e demande de renseignements à : | | |
| Telephone No. – No. De téléphone : 3 | 43-552-6790 | | |
| Email / Courriel: DFO.tenders-soumis | | | |
| C.c.: Richard.soulliere@dfo-mpo.gc.ca | | | |
| Destination of Goods, Services, and C services, et construction Cap-des-Rosiers, QC | Construction / Destination des biens, | | |
| TO BE COMPLETED BY | THE BIDDER (type of print) | | |

Amendment # / Modification No.

TO BE COMPLETED BY THE BIDDER (type of print)

A ÊTRE COMPLÉTER PAR LE SOUMISSIONAIRE (taper ou écrire en caractères d'imprimerie)

| représentant du fournisseur/de l'entrepreneur | | |
|--|------|--|
| Telephone No. / No. de téléphone | | |
| Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (tapez ou écrivez en caractères d'imprimerie) | | |
| Signature | Date | |
| | | |

INVITATION TO TENDER

Lighthouse Rehabilitation at Cap-des-Rosiers, QC

IMPORTANT NOTICES TO BIDDERS

Pêches et Océans

Canada

Please be advised that Fisheries and Oceans Canada (DFO) will be accepting Bid Bonds in Digital Bid Bond Format.

These Digital Bid Bonds will need to be in an electronically verifiable/enforceable format. It is important to note that a scanned and uploaded copy of a paper Bid Bond is not a Digital Bid Bond.

All bid bonds must be irrevocable and open for bid acceptance for the time period outlined in the Bid Document.

All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> are to be replaced with Fisheries and Oceans Canada (DFO).

SI04 Optional Site Visit has changed.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html

LISTING OF SUBCONTRACTORS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See <u>SI15</u> of the Special Instructions.

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions – Bid. Refer to section GI01 of the General Instructions.

BID SUBMITTAL

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the ITT. Emails with links to bid documents will **not** be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

TECHNICAL DIFFICULTIES OF BID TRANSMISSION

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

Canada Canada

Pêches et Océans

- The Bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

COMPLETENESS OF THE BID

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

COMPLETENESS OF THE BID CHECKLIST

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

| Complete (Y/N) | · ACTION LAKEN | |
|-------------------|--|--|
| | Certifications and securities required at bid closing are included. | |
| | Bids are properly signed, that the bidder is properly identified. | |
| | Acceptance of the terms and conditions of the bid solicitation and resulting contract. | |
| | All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada. | |
| | All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada. | |

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

Canada

| SI01 | Introduction |
|------|--|
| SI02 | Bid Documents |
| SI03 | Enquiries during the Solicitation Period |
| SI04 | Optional Site Visit |
| SI05 | Revision of Bid |
| SI06 | Opening of Bids |
| SI07 | Bid Results |
| SI08 | Office of the Procurement Ombudsman (OPO) |
| SI09 | Insufficient Funding |
| SI10 | Bid Validity Period |
| SI11 | Rights of Canada |
| SI12 | Construction Documents |
| SI13 | Industrial Security Related Requirement |
| SI14 | Integrity Provisions Bid Requirements |
| SI15 | Listing of Subcontractors |
| SI16 | Procurement Strategy for Indigenous Business |
| SI17 | Web Sites |
| | |

GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS - R2710T (2022-12-01)

The following GI's are included by reference and are available at the following Web Site: https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clausesand-conditions-manual#R2710T

| GI01 | Integrity Provisions - Bid |
|------|--|
| GI02 | Completion of Bid |
| GI03 | Identity or Legal Capacity of the Bidder |
| GI04 | Applicable Taxes |
| GI05 | Capital Development and Redevelopment Charges |
| GI06 | Registry and Pre-qualification of Floating Plant |
| GI07 | Listing of Subcontractors and Suppliers |
| GI08 | Bid Security Requirements |
| GI09 | Submission of Bid |
| GI10 | Revision of Bid |
| GI11 | Rejection of Bid |
| GI12 | Bid Costs |
| GI13 | Procurement Business Number |
| GI14 | Compliance with Applicable Laws |
| GI15 | Approval of Alternative Materials |
| GI16 | Performance Evaluation |
| GI17 | Conflict of Interest - Unfair Advantage |
| GI18 | Code of Conduct for Procurement – Bid |

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

SC01 Insurance Terms

BID AND ACCEPTANCE FORM (BA)

BA01 Identification

BA02 Business Name and Address of Bidder

BA03 The Offer BA04 Bid Validity Period

BA05 Acceptance and Contract

BA06 Construction Time

BA07 Bid Security

BA08 Electronic Payment of Invoices

BA09 Signature

LIST OF ANNEXES AND APPENDICES:

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - INTEGRITY PROVISIONS

APPENDIX 3 – LISTING OF SUBCONTRACTORS

ANNEX A - CERTIFICATE OF INSURANCE

ANNEX B - DRAWINGS, PLANS, PHOTOS, OTHERS

ANNEX C - SPECIFICATIONS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

- 1. Fisheries and Oceans Canada (DFO) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
- 2. Bidders responding to this ITT are requested to submit a full and complete quotation. Refer to GI09 'Submission of Bid'.
- 3. Point 1 of Article GI09 of R2710T (2022-12-01) is replaced by the following:

The Bid and Acceptance Form, duly completed, and the bid security must be submitted to the email addresses designated on the Front Page "Invitation to Tender" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.

SI02 BID DOCUMENTS

- 1. The following are the Bid Documents:
 - a. Invitation to Tender Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions Construction Services Bid Security Requirements R2710T (2021-04-01);
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendices; 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.

- 2. General Instructions Construction Services Bid Security Requirements R2710T (2022-12-01) are incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site.
- 3. Bid documents and bid security must be submitted by email or mail to the address(es) and by the time indicated on the cover page. Documents received by fax will not be accepted. Bid Security must be submitted as per Gl08 "Bid Security Requirements". No scanned copies or photocopies will be accepted.
- 4. A bid bond may be submitted in a digital format if it meets the following criteria:
 - 4.1. The version submitted by the Bidder must be verifiable by DFO with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety Company, or an approved verification service provider of the Surety Company.
 - 4.2. The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to DFO, and in a single file. Allowable formats include digital pdf.
 - 4.3. The verification may be conducted by DFO immediately or at any time during the life of the bond and at the discretion of DFO with no requirement for passwords or fees.
 - 4.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 4.1.

Bonds failing the verification process will NOT be considered to be valid.

Solicitation No. – N° de l'invitation : 30005885

Bonds passing the verification process will be treated as original and authentic.

SI03 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 GI15 Approval of alternative materials of R2710T (2022-12-01), General Instructions Construction Services Bid Security Requirements, enquiries should be received no later than eight (8) business 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 will examine the content of the enquiry and will decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed **ONLY** to the Contracting Officer named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI04 FAMILIARIZATION WITH SITE

Before submitting a bid, it is recommended that Bidders visit the site and its surroundings, at their own expense and schedule, to review and verify the form, nature and extent of the Work; materials necessary for the completion of the Work; the means of access to the site; severity, exposure and uncertainty of weather; soil conditions; any accommodations they may require; and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. No allowance shall be made subsequently in this connection on account of error or negligence to properly observe and determine the conditions that will apply.

SI05 REVISION OF BID

- 1. Article GI10 of R2710T (2022-12-01) is replaced by the following:
- 2. 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. It must be attached to an email as a new PDF document with the following information clearly indicated:
 - a. REVISED "BID AND ACCEPTANCE FORM" DATED ______(insert date of original bid submitted to DFO):
 - b. Solicitation Number;
 - c. Be on the Bidder's letterhead or bear a signature that identifies the Bidder;
 - d. For the lump sum portion of a bid, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and
 - e. For the Price Per Unit portion of a bid, clearly identify the change(s) in the Price(s) per Unit and the specific Item(s) to which each change applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.
- 3. A letter submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY" for each contemplated change.
- 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).

SI06 OPENING OF BIDS

There will be no public opening of bids.

SI07 BID RESULTS

Bid received will be registered on DFO "Bid Register" form and the Unofficial Bid Result will be emailed to all bidders that were listed on the Bid Register. The Bid Register will provide the following information:

- a. Name of the Bidder
- b. Date and time bid was received from the Bidder

Pêches et Océans

Canada

c. Bidder's bid amount

SI08 Office of the Procurement Ombudsman clauses (OPO)

a) Dispute Resolution (i.e. "mediation")

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

b) Review of Complaint - Contract Award

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$33,400 for goods and \$133,800 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

c) Review of Complaint - Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

SI09 INSUFFICIENT FUNDING

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

- a. cancel the solicitation;
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; 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).

SI10 BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1 above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
- 3. If the extension referred to in paragraph 1 above is not accepted in writing by all those who submitted bids then Canada will, 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 tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 Rejection of Bid of R2710T (2022-12-01).

SI11 RIGHTS OF CANADA

- 1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with Bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;

Pêches et Océans

Canada

- d. Cancel the bid solicitation at any time;
- e. Reissue the bid solicitation;
- f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and
- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI12 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one electronic copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer by Canada.

SI13 INDUSTRIAL SECURITY REQUIREMENT – Escort Required

No Security Requirement, escort required at DFO-CCG site(s), except for public zones

- i. The Contractor and all individuals assigned to work on the Contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- ii. The Contractor and all individuals assigned to work on the Contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- iii. The Contractor and all individuals assigned to work on the Contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO-CCG site(s).
- iv. Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

SI14 INTEGRITY PROVISIONS BID REQUIREMENTS

Canada

1. LIST OF NAMES FOR INTEGRITY VERIFICATION FORM (TO BE COMPLETED FOR ALL BID SUBMISSIONS)

In accordance with the Ineligibility and Suspension Policy, section 17 requires suppliers, regardless of their status under the policy provide the following information when bidding, contracting or entering into a real property agreement. Bidders must provide the required documentation, as applicable, to be given further consideration in the procurement process:

A list of names for integrity verification.

The list required differs according to the bidder or the bidder's organizational structure:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

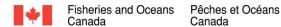
If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

Please refer to Information Bulletin: Required information to submit a bid or offer for additional details. To submit required information, Bidders may use the form titled Integrity Regime Verification, found in Appendix 2.

2. INTEGRITY DECLARATION FORM (TO BE COMPLETED ONLY WHEN CERTAIN CONDITIONS APPLY)

The Bidder must submit with its bid an Integrity Declaration Form only when the following is applicable. If so, the supplier must sign section 2 of Appendix 2.

- The supplier must submit a completed Integrity Declaration Form to disclose any information pertaining to any criminal charge or conviction in the past three years of a Canadian offence listed in section 6 of the Integrity Declaration Form (the "policy") or similar foreign offence listed in section 7 of the Policy.
- b) The supplier must submit a completed Integrity Declaration Form if the supplier cannot provide certification to all of the Integrity provisions requirements listed below. By submitting a bid or offer in response to a bid solicitation or real property transaction, the supplier is certifying the following:
 - 1. It has read and understands the *Ineligibility and Suspension Policy*;
 - 2. It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - 3. It is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - 4. It has provided with its [bid/offer] 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;



- 5. 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
- 6. It is not aware of a determination of ineligibility or suspension issued by PSPC that applies to it.

The completed Integrity Declaration Form must be submitted with its bid/offer. The completed form must be placed in a sealed envelope labeled "Protected B", and addressed to:

Integrity Regime Departmental Oversight Branch Public Works and Government Services Canada L'Esplanade Laurier, West Tower 300 Laurier Avenue West Floor 10, Room 10149 Ottawa, ON K1A 0R5 Canada

SI15 LISTING OF SUBCONTRACTORS

R2710T, GI07 has been amended to the following:

Canada

GI07 (2015-02-25) Listing of Subcontractors

The Bidder must submit the names of Subcontractors for the part or parts of the Work listed. See Appendix 3. Failure to do so will result in the disqualification of its bid.

SI16 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:

CanadaBuys

https://canadabuys.canada.ca/en

Canadian economic sanctions

https://www.international.gc.ca/world-monde/international_relationsrelations internationales/sanctions/index.aspx?lang=eng

Standard Acquisition Clauses and Conditions (SACC Manual)

https://canadabuys.canada.ca/en/how-procurement-works/policies-and-quidelines/standard-acquisition-clausesand-conditions-manual

PWGSC, Security requirements for contracting with the Government of Canada https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html

PWGSC, Code of Conduct for Procurement

https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html

Integrity Verification Form:

https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integritycompliance/forms.html

Solicitation No. – N^{o} de l'invitation : 30005885

Integrity Declaration Form

 $\underline{\text{https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.html}$

Trade agreements | CanadaBuys

Surety Association of Canada https://www.suretycanada.com/

CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

Pêches et Océans

Canada

- a. Acceptance By Fisheries and Oceans Canada (Contract) when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses:

| GC1 - General provisions – Construction services | R2810D | (2022-12-01); |
|---|--------|---------------|
| GC2 - Administration of the Contract - Construction Services | R2820D | (2016-01-28); |
| GC3 - Execution and control of the Work | R2830D | (2019-11-28); |
| GC4 - Protective Measures | R2840D | (2008-05-12); |
| GC5 - Terms of Payment >100K - Construction Services | R2850D | (2019-11-28); |
| GC6 - Delays and Changes in the Work – Construction Services | R2865D | (2019-05-30); |
| GC7 - Default, Suspension or Termination of Contract | R2870D | (2018-06-21); |
| GC8 - Dispute Resolution - 100K to 5M - Construction Services | R2880D | (2019-11-28); |
| GC9 - Contract Security | R2890D | (2022-12-01); |
| GC10 - Insurance | R2900D | (2008-05-12); |
| GC6.4.1 - Allowable Costs for Contract Changes Under General | R2950D | (2015-02-25); |
| Condition | | |

- e. Supplementary Conditions;
- f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual.

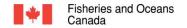
All references to the Department of Public Works & Government Services Canada (PWGSC) in the instructions, general terms, conditions and clauses identified in the Invitation to Tender (ITT) by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) are to be replaced with Fisheries and Oceans Canada (DFO).

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INSURANCE TERMS

- 1. Insurance Contracts
 - a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.



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Canada

b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2. Period of Insurance

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3. Proof of Insurance

- a. Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein titled Certificate of Insurance, Annex A.
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4. Insurance Proceeds

In the event of a claim, the Contractor must, without delay, take measures and sign the documents that are necessary to effect payment of the amount that is due.

5. Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Lighthouse Rehabilitation at Cap-des-Rosiers, QC

Canada

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BA02 BUSINESS NAME AND ADDRESS OF BIDDER

| Legal Name: | | | | |
|---|----------------|-------------------|----------------------|---------------|
| Operating Name | (if any): | | | |
| Address: | | | | |
| _ | | | | |
| Telephone: | | Fax: | PBN: | |
| Email address: | | | | |
| Industrial Security Program Organisation Number (ISP ORG#): | | | | |
| Organizational Structure: (when required) | | | | |
| Corporate I | Entity Private | ely Owned Corpora | tion Sole Proprietor | Joint Venture |

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work according to the dates laid out in section 2.2 Project Schedule of Annex B - Specifications.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with Gl08 - Bid Security Requirements of R2710T (2022-12-01), General Instructions – Construction Services – Bid Security Requirements.

BA08 ELECTRONIC PAYMENT OF INVOICES

Although electronic payment is the preferred method of payment, the Bidder is not obligated to accept payment by Electronic Payment Instruments.

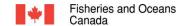
Solicitation No. – N° de l'invitation : 30005885

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

If you are the successful Bidder on this or any other DFO requirement, you are encouraged to register with DFO for direct deposit. Contact DFO Corporate Accounting by e-mail: DFO.invoicing-facturation.MPO@canada.ca to receive a form titled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Invoices submitted shall be paid in accordance with the General Conditions and <u>clause GC5, Terms of Payment</u>.

| SIGNATURE | |
|---|------|
| | |
| Name and title of person authorized to sign on behalf of Bidder (type or print) | |
| | |
| Signature | Date |



APPENDIX 1 - COMBINED PRICE FORM

1. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the Work to which that price applies.

UNIT PRICE TABLE

The Unit Price Table designates the Work to which a Unit Price Arrangement applies.

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- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price must not include any amounts for the Work that is not included in that price Item.
- (c) The Price for each item must include all expenses and fees necessary to complete the Work for that item and must include all associated mobilization, demobilization, transportation and management costs for that item.

| Item | Specification Reference | Class of Labour, Plant or Material | Unit of Measure | Price (CAD; excluding Applicable Taxes) |
|------|-----------------------------------|--|-----------------|---|
| 1 | A3, A4, A5, A6, A7, and A8 | REPAIR WORK ON METAL COMPONENTS | Lump Sum | \$ |
| 2 | B1, B2, B3, B4, B5, B6, and B7 | MISCELLANEOUS CARPENTRY | Lump Sum | \$ |
| 3 | C1 and C2 | MASONRY WORK ON THE BASE OF THE LANTERN | Lump Sum | \$ |
| 4 | D1, D2, D3, and D4 | WATERPROOFING WORK | Lump Sum | \$ |
| 5 | E2, E3 and E4 | PAINTING WORK | Lump Sum | \$ |
| 6 | F1 | MECHANICAL WORK | Lump Sum | \$ |
| 7 | G2 | ELECTRICAL WORK | Lump Sum | \$ |
| 8 | H1 and H2 | CLEANING WORK | Lump Sum | \$ |
| 9 | I3 and I4 | CONDITIONS RELATING TO THE SITE | Lump Sum | \$ |

| TOTAL BID AMOUNT (excluding Applicable Taxes) | \$ |
|---|---------|
| Applicable Tax Rate | 14.975% |

2. Payments Subject to 10% Holdback

- i. Canada will make payments in accordance with the schedule detailed in section 2.2 Project Schedule of Annex B
 Specifications of the Contract and the payment provisions of the Contract of 90% percent of the amount claimed and approved by Canada if:
 - a. any documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; and
 - b. all work associated with the claim for payment and as applicable any deliverable required have been completed and accepted by Canada.
- ii. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

APPENDIX 2 – INTEGRITY REGIME VERIFICATION

1. LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Canada

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Requirements

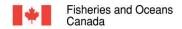
Section 17 of the Ineligibility and Suspension Policy requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors
- Privately owned corporations must provide a list of the owners' names
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners
- Suppliers that are a partnership do not need to provide a list of names

Suppliers may use this form to provide the list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Supplier Integrity and Compliance for additional details.

Supplier information

| Supplier's legal name: | | |
|---|--|--|
| Organizational structure: | | |
| ☐ Corporate entity | | |
| ☐ Privately owned corporation | | |
| ☐ Sole proprietor | | |
| Supplier's address: | | |
| Supplier's procurement business number (optional): | | |
| Solicitation or transaction number: | | |
| | | |
| Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm- dd): | | |
| | | |



List of names

| | Name | Title |
|----|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | Declaration | |
| | I, (name), (position) the information provided in this Form is, to the | , of (supplier's name)declare that |
| | names will render a bid or offer non-responsive, o property agreement. I am aware that during the bi inform the contracting authority in writing of any ch | nd complete. I am aware that failing to provide the list of r I will be otherwise disqualified for award of a contract or real d or offer evaluation stage, I must, within 10 working days, nanges affecting the list of names submitted. I am also aware ar of Ineligibility and Suspension within 10 working days of |
| | Signatura | |
| | Signature Please include with your bid or offer. | |
| 2. | INTEGRITY DECLARATION FORM (TO BE CON SI14 POINT 2) | IPLETED ONLY WHEN CERTAIN CONDITIONS APPLY, SEE |
| | If bidder submitted an Integrity Declaration Form v following: | with the bid as detailed in section SI14 please complete the |
| | Integrity Declaration Form was submitted with | bid |
| | (provide detail, such as email date, etc.) | |
| | | |

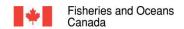
APPENDIX 3 – LISTING OF SUBCONTRACTORS

1. In accordance with section GI07 - Listing of Subcontractors and Suppliers of R2710T (2022-12-01) - General Instructions -Construction Services – Bid Security Requirements the Bidder must provide a list of Subcontractors for specific divisions of work identified in the below chart and the estimated value of work with their Bid.

| | Subcontractor | Division | Estimated Value of work |
|----|---------------|----------|----------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

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Canada



Solicitation No. – N° de l'invitation : 30005885

ANNEX A - CERTIFICATE OF INSURANCE

(Not required when submitting a bid)

| - 4 | |
|-----|--|
| * | |

Fisheries and Oceans Canada Pêches et Océans Canada

CERTIFICATE OF INSURANCE

| | | | | | | Page 1 of 2 | |
|---|-------------------|-----------------|---------------|-----------------|------------------|----------------------|--|
| Description and Location of Wo | ork | | | | | Contract No. | |
| | | | | | | Project No. | |
| | | | | | | i rojost ito. | |
| Name of Insurer, Broker or Agent | Addres | s (No., Street) | | City | Province | Postal Code | |
| | | | | | | | |
| Name of Insured (Contractor) | Address | s (No., Street) | | City | Province | Postal Code | |
| , | | , | | • | | | |
| Additional Insured | | | | | | | |
| | | | | | | | |
| His Majesty the King in Right of | f Canada as repre | sented by Fis | sheries and C | Ocean (DFO) | | | |
| Turn of Incomens | Insurer Name | Inception | Expiry | | | | |
| Type of Insurance (Required when Checked) | and Policy | Date | Date | | Limits o | Liability | |
| (required union encoured) | Number | D/M/Y | D/M/Y | Per | Annual | Completed | |
| | | | | Occurrence | General | Completed Operations | |
| Commercial General | | | | | Aggregate | 1 ' | |
| Liability | | | | \$ | | | |
| Umbrella/Excess Liability | | | | \$ | \$ | \$ | |
| - | | | | | \$ | \$ | |
| Builder's Risk / | | | | \$ | | | |
| Installation Floater | | | | | | | |
| | | | | | | | |
| I certify that the above policies in force and include the application. | | | | | | | |
| advance notice of cancellation | | | a on page 2 | or tins certifi | cate of ilisu | rance, including | |
| | | | | | | | |
| | | | | | | | |
| Name of person authorized to sign on behalf of Insurer(s) | | | | | Telephone Number | | |
| (Officer, Agent, Broker) | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Signature | | | | | Date D | / M / Y | |

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include His Majesty the king in Right of Canada as represented by the Fisheries and Oceans Canada (DFO) as an additional insured.

The Policy shall be endorsed to provide the Owner with not less than thirty (30) days notice in writing in advance of a cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must 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 structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) \$5,000,000 Each Occurrence Limit;
- (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not** less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://canadabuys.canada.ca/en/how-procurement-works/policies-and-quidelines/standard-acquisition-clauses-and-conditions-manual#R2900D).

ANNEX B - SPECIFICATIONS

1. INTRODUCTION

1.1. OBJECTIVE

The Department of Fisheries and Oceans Canada (DFO) is seeking construction services required at the heritage lighthouse site of Cap-des-Rosiers Lighthouse National Historic of Canada.

1.2. BACKGROUND

The Cap-des-Rosiers Lighthouse is a national historic site of Canada that is one of a series of tall, tapered lighthouses built by the Department of Public Works in the Gulf of St. Lawrence and on the shores of Lake Huron. It is the tallest lighthouse in Canada (34.1 metres - 112 feet).

Its tower was plastered in 1861, 1881 and 1897, and repaired in 1929-1930, 1954 and 1984. The masonry was repaired in 1993. Emergency work to stabilize the bearings took place in 2017. In 2023, a condition inspection of the building required the closure of the lighthouse. Subsequent masonry and carpentry work allowed the lighthouse to reopen in the summer of 2024.

This project involves repairing the lighthouse's architectural, mechanical and electrical elements in order to limit water infiltration and increase air exchange. The final result is to extend the useful life of the lighthouse.

In order to proceed with the Work, DFO wishes to receive from your company a complete financial proposal for: rehabilitation of the heritage lighthouse

- site visit and survey (if necessary);
- all the work listed in section 2.1 MANDATE according to the schedule in section 2.2; and
- weekly reports during the work including photographic reports.

1.3. LOCATION OF THE WORK

The Cap-des-Rosiers Lighthouse is located at the following address:

1331 Cap-des-Rosiers Boulevard Gaspé, Quebec, G4X 6G7

Geographical coordinates: LAT. 48.85625389 LONG. -64.20106036

RBIF number: 05209 00.

The number of the property: 005209. Additional information can be found in the Treasury Board of Canada Secretariat's Directory of Federal Real Property via the following link: https://www.tbs-sct.gc.ca/dfrp-rbif/home-accueil-eng.aspx

¹ Source: Historic Sites and Monuments Board of Canada, Minutes, 1974.



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Figure 1: General location of the lighthouse, Cap-des-Rosiers (Gaspé)

2. SCOPE OF WORK

2.1. DESCRIPTION

The activities that must be performed by the Contractor include the equipment, materials, services, transportation, labor, mobilization, demobilization and site facilities required to complete the following:

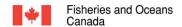
A. REPAIR WORK ON METAL COMPONENTS

A1. General

Interior work is likely to be carried out in the presence of lead. Apply a work procedure to manage the risks of work in the presence of lead according to the standards in force. Repair metal components in accordance with current standards for welding work.

A2. Requirements for welding repair work:

- A.2.1. General Notes: Visible welds must be continuous along the entire length of the joint; they must be trimmed or grinded so as to have a smooth and uniform surface.
- A.2.2. Specific Notes:
 - Copper soldering: according to ASTM B32, alloy containing 97% tin and 3% copper.



- Copper foil: according to ASTM B370, hardening designation H00, yield strength of 2% for roofing, hardening designation 060 for flashing. Minimum weight of (20 oz/ft2) 570g, 0.68 mm thick, for flashing sheets, counter flashing sheets, valley plates and edge strips and others, as shown in figures in appendix -B.
- Iron welding: according to CSA-W59.2 and CSA-W59 welded steel construction (arc welding) for welded iron construction. Solder Rod: Use only iron filler rods for iron repairs, according to CSA specifications.

When solder repairs are required on original iron components, use gas or electrical solder to reattach a new part or repair a fracture. Mild steel, nickel or MIG wire electrodes are not acceptable.

A3. Cupola (Figures 1 to 6)

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- A.3.1. Remove and dispose of the ladder and its cage as well as the ten (10) horizontal bars attached to the roof covering. Estimated number of repairs required :
 - Four (4) holes due to the removal of the ladder and its crinoline;
 - Twenty (20) holes due to the removal of horizontal bars.
- A.3.2. Repair the exterior cladding of the roof by adding sections of copper sheet welded to the outside of the dome. Use 20 oz copper sheets. The dome is composed of two layers of copper sheets.
- A.3.3. Repair the base of the lateral chimney. The copper side chimney is fastened to the copper cladding using iron collars bolted on either side of the cladding (one collar on the outside side of the cupola and one on the inside side). Repair the copper siding and iron collars so that the connection is watertight. The iron collars (Figs. 3 and 4) should be kept.
- A.3.4. Replace the blanking plate at the location of the missing ventilation "mushroom head" with a new copper sheet. Use 20 oz copper sheets.
- A.3.5. Remove the wire mesh that is installed in front of the ventilation holes at the top of the headlight. Install a new anti-vermin mesh of up to 4.5 mm copper in front of the ventilation holes at the top of the dome using concealed copper wires.

A4. Lantern (Outside-side-addition)

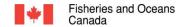
A.4.1. Integrate a copper conduit with a flared end of approximately 3/8" in diameter (dimension to be validated on site by the Contractor) in the sixteen (16) water drainage holes of the lower beams of the lantern. Solder the new copper conduits to the existing lower horizontal crossmember from the inside side of the lantern. The new copper conduits will need to extend 75 mm from the outside of the lantern and face downwards. Ducts should be wrapped in a polymer membrane to prevent corrosion with the aluminum on which they will rest.

A5. Lantern (Inside-side-addition)

- A.5.1. Replace the aluminum gutter downspout added to the central recovery tip above the optical device with a new 2" diameter copper pipe (Figure 15). Solder the new copper conduit to the copper recovery tip by continuous soldering.
- A.5.2. Plan to replace an aluminum ceiling sheet to integrate the new ventilation grille of the new ventilation unit (Figure 16).

A6. Lantern (outer-minor side)

- A.6.1. Replace about ten missing bronze fixing bolts on the glazing beads that hold the glasses (Figures 7 to 10). The size of the nets and the length of the rods must be validated on site by the Contractor.
- A.6.2. Reattach an external handle to the glazing bead using 2 new bronze bolts.



A.6.3. Remove all screens in front of the ventilation hatches at the bottom of the lantern. Scrape off adhesive residue with a non-metallic tool.

A7. Lantern (Inside-minor side)

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- A.7.1. Replace the five (5) missing bronze bolts and nuts at the junctions between horizontal crossmembers and studs (Figures 11 and 12) with new ones of the same material and dimensions. The bolts are 100 mm long and the shank is 5/8" in diameter. The head diameter of the bolts and nuts is 1-5/8".
- A.7.2. Replace the bronze vent plate with three (3) holes (Figure 13).
- A.7.3. Replace one (1) plate and two (2) hinges that were made of aluminum with a new plate and hinges made of bronze such as the existing bronze ones (Figure 14).

A8. Iron railing of the gallery

- A.8.1. Perform a complete inspection of the guardrail components (anchor, posts, beams and baluster) to identify the repairs required. The inspection must provide a list of photos of the existing conditions, a description of the welds that will be carried out and the amount.
- A.8.2. Repair the iron guardrail on an ad hoc basis according to the prior inspection consider thirty (30) spot welds.
- A.8.3. Replace a section of the lower horizontal strip between columns such as the existing one with a horizontal bar of 1 linear meter: 10 mm thick by 25 mm wide. The exact dimensions must be verified by the Contractor.

B. MISCELLANEOUS CARPENTRY

B.1. Wood Blocking to Replace

B.1.1. Replace all timber installed in the lower horizontal rail to retain the closed ventilation hatches with plastic that is resistant to water, prolonged exposure to UV rays, mold and approximately equivalent dimensions: 25 mm wide x 75 mm long x 13 mm thick (Figure 13).

B.2. Gallery Access Door

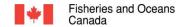
- B.2.1. Add a new handle and two (2) new hooks (including 4 eyelet screws) to the inside side of the exterior panel of the gallery access door (Figure 17).
- B.2.2. Remove the existing hinges from the panel.

B.3. Main door

B.3.1. Disassemble the main door panel and reinstall the door after re-gluing all jambs and rail members (Figure 19).

B.4. Lintel of the gallery access door

B.4.1. Replace the wooden lintel on the door with a new galvanized steel lintel (Figure 18).



B.4.2. Adjust the existing door following the installation of the new lintel and the new exterior membrane, depending on the work prescribed in section D.1. - Elastomeric membrane work.

B.5. Louver of the main door

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- B.5.1. Replace the transom of the existing door with a louver adapted to the following specifications:
 - Construction: Fully welded, with exposed flush ground and polished joints.
 - Material: Extruded aluminum, alloy 6063-T5.
 - Planks: Weatherproof design, with drip in the center of the plank and stiffening boss, the blade being a maximum length of 3,000 mm (10').
 - Frame, high rail, support and jambs: one-piece aluminum profile, at least 2 mm (0.081"; 12 ga) thick, with approved sealing groove, incorporated into the element.
 - Fasteners: SAE1948F compliant stainless steel with SAE194SFB nuts and soft neoprene washers between the aluminum surface and the bolt head, or between the nut, stainless steel washer and aluminum body.
 - Avian mesh: made of aluminum mesh made with 2 mm (5/64") diameter wire with 12 mm (1/2") mesh for the air outlets and 19 mm (3/4") for the air intakes, placed on the inside of the louvers. U-frame.
 - Red color (RAL3000) similar to the existing one, to be confirmed before ordering.
 - Dimensions : rely on the photo for the quote, final dimensions to be confirmed on site (Figure 16).

B.6. Eaves

B.6.1. Replace the eaves integrated with the main door with new joinery of similar size and construction. Provide moldings for the junction with the new louver (Figures 20 to 22). The wood components must be painted on all sides. The red color (RAL3000) must be the same as the door. The dimensions must be validated on site by the Contractor.

B.7. Outdoor pavilion and fence

- B.7.1. Dismantle and dispose of the entire wooden pavilion installed in front of the main door (Figure 23). Trim the soil at the end of the work according to the specifications of section H.2.
- B.7.2. Dismantle and dispose of the fence consisting of rope and metal posts (Figure 24). Level the ground at the end of the work with soil and according to the specifications of section H.2.

C. MASONRY WORK ON THE BASE OF THE LANTERN

C.1. Lantern

- C.1.1. Remove all components that cover the exterior stone wall from the lantern base to the stone including the existing aluminum joining, aluminum siding, wood framing, and elastomeric membranes.
- C.1.2. Repoint the top four (4) courses of stone on the inner and outer walls of the masonry substructure (Figure 25).
- C.1.3. Hollow out joints to a minimum depth of 2 to 2.5 times the thickness of the existing joint, but not less than 25 mm.
- C.1.4. Redo joints with a (1-2-6) mortar consisting of 1 part Portland cement, 2 parts lime, and 6 parts sand in accordance with CSA A179 (factory prepared and bagged). Replicate the profile of existing joints. The mortar must have equal or greater water vapor transmission, a minimum compressive

strength of 4.0 to 8.5 MPa at 28 days according to ASTM C109, a water absorption according to ASTM C1506 of at least 70%. Acceptable product: King MasonMix 600 or equivalent accepted by the Departmental Representative.

C.2. Exploratory openings

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C.2.1. Make fourteen (14) interior exploratory openings to check the condition of the steel structure of the lantern integrated into the base masonry wall. Start by removing the stone identified in Figure 25 to clear the steel columns from the existing structure. Advise the Departmental Representative 2 weeks before the start of the Work so that the Departmental Representative can go to the site, as soon as the first column is cleared in order to assess the state of degradation. Never clear more than one column at a time. Rebuild the wall with existing stone when possible and with new stone with the same physical and aesthetic characteristics as the existing limestone if the existing one is too cracked.

D. WATERPROOFING WORK

D.1. Elastomeric membrane work

- D.1.1. Remove the existing membrane on the floor of the exterior gallery (Figure 8).
- D.1.2. Remove the remains of existing anchors (Figure 26) and the anchors from the ladder (Figure 27).
- D.1.3. Install a bitumen based primer, volatile solvents and elastomeric polymers on top of the gallery. Do not apply primer to iron joints and clamping rings. The primer and membrane must be produced by the same manufacturer. Acceptable product: ELASTOCOL 500 or equivalent accepted by the Departmental Representative.
- D.1.4. Install a new high-performance finishing membrane composed of 4 mm thick SBS polymer, modified bitumen and composite reinforcement on the underbody wall surfaces and the concrete gallery top. Begin by installing the membrane on top of the concrete gallery floor by going at least 150 mm up the wooden framing structure. Install the next membrane on the wood framed wall overlapping the gallery membrane. Do not apply the membrane to the joints of the iron clamping rings. The primer and membrane must be produced by the same manufacturer. Acceptable product: SOPRASTAR FLAM GR from Soprema or equivalent accepted by the Departmental Representative.
- D.1.5. Rebuild the wooded framed structure of the exterior masonry wall with treated wood as it exists except for the shelf support which must be made with a 1/8" thick bent steel plate. Cover the exterior side of the steel plate with a 3M brand waterproofing membrane #8067 or approved equivalent. The finished level of the new shelf should be located under all the drainage holes in the windows. Refer to *Cross section Cupola base* in the Appendix-C.
- D.1.6. Cover the entire framing structure with white bent aluminum panels, such as the existing ones, interlocking the panels to avoid piercing in the aluminum.
- D.1.7. Seal the junction between the lantern's lower horizontal rail and the new white aluminum sheet using a neutral-curing, high-performance, single-component silicone sealant for two-sided, ASTM C920 Type S, Grade NS, Class 50; ASTM C1184; CAN/CGSB 19.13-M87; Color: bronze. Acceptable product: Tremco SPECTREM 2 or equivalent accepted by the Departmental Representative.
- D.1.8. Seal all joints with railing posts and clamp ring junctions with a low-modulus, single-component, moisture-curing sealant that complies with ASTM C920 Type S, Grade NS, Class 50; ASTM C1382; CAN/CGSB 19.13-M87; Color: red (RAL3000) for railings; white (No. 6210-11 (Sico)) for clamping rings. The sealant must be resistant to heavy rain, UV rays and extreme temperatures. Acceptable product: Tremco SPECTREM 1 or equivalent accepted by the Departmental Representative.

D.2. Glass Replacement

Pêches et Océans

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- D.2.1. Replace four (4) broken window pane at the lantern with new 6 mm thick clear tempered glass (Figure 11).
- D.2.2. Replace the two (2) broken thermos window panes from the tower's aluminum-framed windows (Figure 28).

D.3. Sealant Joint Replacement

- D.3.1. Replace the interior and exterior sealant joints around all the lantern glass (Figures 8, 11 and 12). Remove the existing sealant entirely. Clean surfaces before applying new sealant. Use a neutral-curing, one-component, high-performance medium-modulus silicone-based sealant for two-sided structural glazing systems, conforming to ASTM C920 Type S, Grade NS, Class 50; ASTM C1184; CAN/CGSB 19.13-M87; Colour: bronze. The sealant must be resistant to heavy rain, UV rays and extreme temperatures. Acceptable product: Tremco SPECTREM 2 or equivalent accepted by the Departmental Representative.
- D.3.2. Replace the sealant gasket around each lion's head copper and bronze junction (Figure 7). Use a low-modulus, single-component, moisture-curing sealant that complies with ASTM C920 Type S, Grade NS, Class 50; ASTM C1382; CAN/CGSB 19.13-M87; Colour: bronze. It must be resistant to heavy rain, UV rays and extreme temperatures. Acceptable product: Tremco SPECTREM 1 or equivalent accepted by the Departmental Representative.
- D.3.3. Replace the sealant at each end of the brackets below the gallery approximately thirty-two (32) brackets. Use a low-modulus, single-component, moisture-curing sealant that complies with ASTM C920 Type S, Grade NS, Class 50; ASTM C1382; CAN/CGSB 19.13-M87; Colour: White. It must be resistant to heavy rain, UV rays and extreme temperatures. Acceptable product: Tremco SPECTREM 1 or equivalent accepted by the Departmental Representative.

D.4. Interior sealing of the lighthouse tower

D.4.1. Seal the forty-two (42) PVC pipes that have been inserted along the entire thickness of the masonry block at all levels between the 2nd and 7th floors (7) levels (Figure 23) using a one-component, CFC-free, triple-expansion polyurethane foam injected to a depth of 200 mm. Leave the first 150 mm of the hose from the inner wall free (exempt of polyurethane foam). Acceptable product: Sika boom 3XL or equivalent accepted by the Departmental Representative.

E. PAINTING WORK

E.1. General

Interior work is likely to be carried out in the presence of lead. Apply a work procedure to manage the risks of work in the presence of lead according to the standards in force.

Comply with the manufacturer's written requirements, recommendations and specifications, including technical bulletins, instructions for product handling, storage and use, and the indications in the technical data sheets, including surface preparation, solvent use, application and storage temperatures, dew point, and waiting times between coats and drying time. Avoid using sanders, heat guns, or soldering lamps to remove lead-based paint. Protect surfaces that should not be painted from speckles, marks, and other damage. If the surfaces in question are damaged, clean and restore them. Exterior bronze elements must not be painted, which includes all bronze components (lion heads, horizontal rails, glazing bead, etc.).

E.2. Exterior metal components

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- E.2.1. Strip the surfaces completely with a n-pyrrolidone based chemical. Clean remnants of chemical strippers up to the SSPC-SP01 standard. No release to the environment permitted, capture any debris.
- E.2.2. Clear areas of corrosion using hand tools up to SSPC-SP02 standard. No release to the environment permitted, capture any debris.
- E.2.3. Clean railings, clamp ring junctions and brackets under the outer platform with water in order to prepare surfaces for the application of a zinc-rich primer.
- E.2.4. Apply a coat of zinc-rich primer to all iron components, including railings, clamp ring junctions and brackets under the exterior platform. Acceptable product: RUST-ANODE PRIMER or equivalent accepted by the Departmental Representative. The equivalent must have an amount of 87% +/-5% zinc by weight, resistant to marine environments, UV resistance according to ASTM G154-12a.
- E.2.5. Apply a layer of two-component, fast-curing, @ 10-12 wet mils, abrasion resistant, 36-cycle weathering corrosion resistance, 12000h according to ASTM D5894, moisture resistance 6000h according to ASTM D4585, salt spray resistance 6500h according to ASTM B117, color: red (RAL3000) for cupola components, the railing and brackets; Colour: white (no. 6210-11 (Sico))for the clamping rings and aluminium flashing on the periphery of the gallery. Acceptable product: Sherwin-Williams Macropoxy 646 or equivalent accepted by the Departmental Representative.
- E.2.6. Apply a coat of polyester-modified polyurethane acrylic to painted surfaces during work, @ 7-8 Mils wet. 9-cycle weather corrosion resistance, 3024h per ASTM D5894, 7000h salt spray resistance per ASTM B117 @ 7-8 Mils wet. Acceptable product: Acrolon 218 or equivalent accepted by the Departmental Representative.

E.3. Interior metal components

- E.3.1. Use hand tools to clear areas of corrosion on the vertical lantern uprights, the interior walkway floor, and stair stringers between the 7th and 8th floors up to SSPC-SP02 standard. Limit the interventions to corroded areas.
- E.3.2. Thoroughly clean the cast iron plates that make up the lantern's inner walkway.
- E.3.3. Scrape off existing peeling paint under the interior walkway (8th floor ceiling) (Figure 25).
- E.3.4. Clean all exposed surfaces with water to remove any debris and dust.
- E.3.5. Apply a coat of zinc-rich, one-component, quick-drying primer to the rust-damaged areas and under the gangway, colour: pale grey mast. Acceptable product: RUST-ANODE PRIMER or equivalent accepted by the Departmental Representative. The equivalent must have an amount of 87% +/- 5% zinc by weight, resistant to marine environments, UV resistance per ASTM G154-12a.
- E.3.6. Apply two coats of industrial acrylic salt spray resistant coating such as ASTM B117 (1250h) test to all exposed faces of structural vertical studs, 1250h moisture resistance per ASTM D4585, color: white (No. 6210-11 (Sico)). Acceptable product: Sherwin-Williams SHER-CRYL HPA B66-300 or equivalent accepted by the Departmental Representative.
- E.3.7. Apply two coats of industrial acrylic salt spray coating, such as ASTM B117(1250h) test, to all surfaces treated with the zinc-rich primer on the walkway floor and stair stringers between the 7th and 8th floors as well as all visible surfaces under the walkway. Colour: red (RAL3000). Acceptable product: Sherwin-Williams SHER-CRYL HPA B66-300 or equivalent accepted by the Departmental Representative.

E.4. Wood components

- E.4.1. Apply an exterior coat of alkyd-based wood primer. The primer must come from the same manufacturer as the paint. Acceptable Product: Sherwin-Williams Y24W8020 or equivalent accepted by the Departmental Representative.
- E.4.2. Apply two coats of exterior acrylic coating, gloss finish, same red (RAL3000) color, highly resistant to mold, weatherproof, Acceptable product: Sherwin-Williams RESILIENCE or equivalent accepted by the Departmental Representative.

F. MECHANICAL WORK

F.1. Replacing the Fan

- F.1.1. Follow the requirements of the NBC 2020 and the Canadian Electrical Code, latest edition in force.
- F.1.2. Proceed with the electrical disconnection of the existing exhaust fan and its control (hygrostat).
- F.1.3. Dismantle the existing fan including its box.

Pêches et Océans

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- F.1.4. Supply, install and connect a new fan to connect to the existing exhaust duct. See specifications below (subsection F.2).
- F.1.5. The installation must comply with the seismic standards in force
- F.1.6. The dimensions are limited, rely on the photo provided to get an idea of the space available. Final measurements must be taken on site to confirm the installation method of the new fan versus the available space.
- F.1.7. Provide a new grill cover.
- F.1.8. Connect the fan outlet via a flexible duct to the existing copper chimney with a diameter of about 125 mm. Provide a dielectric junction piece between the junction of the two metals (copper duct chimney) to avoid galvanic corrosion.
- F.1.9. Wire the fan to a new hygrostat to be supplied and installed as a replacement for the existing hygrostat. Setpoint to be adjusted on site. The fan will have to self-start automatically.
- F.1.10. Redo the electrical connection of the fan.
- F.1.11. The final installation must be adapted to operate in a humid environment.
- F.1.12. Plan for the commissioning of the fan (validate the flow rate, operation, etc.).

F.2. Fan Specifications

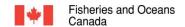
F.2.1. Performance

- Flow rate: Approx. 142 L/s (300 CFM) at 125 Pa pressure
- Galvanized aluminum/steel construction including a special epoxy coating for increased corrosion and chemical resistance (or equivalent to improve corrosion resistance).
- Direct drive type fan.
- Can connect to approximately 125 mm diameter duct.
- Maximum sound characteristics around 65 dBa.
- Power supply at 120V, as the existing one.
- CSA, AMCA, UL Certified Fan (Motor).

G. ELECTRICAL WORK

G.1. General

Carry out repairs to electrical components in accordance with the standards in force for these types of work.



G.2. Protective conduit to be repaired

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- G.2.1. Remove the broken electrical wire protection conduit at the 7th floor level (Figure 31).
- G.2.2. Cut the conduit so that it can be connected to a new junction box make the cut at an acceptable height to fit a new junction box.
- G.2.3. Install a new duct that runs through the floor and connects to the existing section of duct under the floor.
- G.2.4. Connect the new conduit to the new junction box.
- G.2.5. Cut the wire to be inserted into the protective conduit at the appropriate location to make the connection in the new junction box.
- G.2.6. Make the necessary connections inside the new junction box.

H. CLEANING WORK

H.1. General

- H.1.1. Clean all the components of the interior condensation drainage system: the perimeter gutter at the bottom of the dome, the central water recovery breakdown, the horizontal crossbars and their central drip holes, and the upper (lion's heads) and lower (at the base of the lantern) drain ducts.
- H.1.2. Make sure that there are no obstructions blocking the openings of the central fan of the cupola and the ventilation "mushrooms".
- H.1.3. Carry out the cleaning work using water and a non-metallic bristle brush. If necessary, use a mild soap.
- H.1.4. Upon substantial completion of the Work, remove surplus materials, tools, and construction equipment and materials that are no longer required for the remainder of the Work.
- H.1.5. Remove and manage debris and scrap materials and leave the area clean and ready to occupy.
- H.1.6. Clean and polish the windows.
- H.1.7. Dust and vacuum the interior surfaces of the building, including cleaning behind grilles, louvers, dampers and screens.

H.2. Site rehabilitation

- H.2.1. Prevent movement, settlement or damage to adjacent ground levels, driveways and grass. Provide protection, shoring according to needs. Repair the damage caused by the work to the satisfaction of the Departmental Representative.
- H.2.2. Repair turf surfaces by laying sod patches during the growing season for the type of turf. The laying of sod during a period of drought or frost or on frozen ground is unacceptable.
- H.2.3. If the surface of the growing medium is dry, wet it immediately before laying the sod.
- H.2.4. Butting the sod patches to the turf surfaces, the roadway and the top surface of adjacent curbs, unless otherwise indicated.
- H.2.5. Re-repair dead turf surfaces and bare surfaces to the satisfaction of the Departmental Representative.
- H.2.6. Establish and follow a watering schedule for new sod patches.
- H.2.7. Areas of turf repaired in the fall will be accepted the following spring, one (1) month after the start of the growing season, if the conditions for acceptance are met.

I. CONDITIONS RELATING TO THE SITE

I.1. Confidentiality

I.1.1. The Contractor agrees not to disclose or make known, without the due written authorization of DFO, anything of which it has knowledge in the performance of the Contract. Any third party

asking questions about this project should be referred to the Departmental Representative. The Contractor must undertake the necessary steps to ensure that each of its employees assigned to the performance of the Contract certifies that any information obtained as a result of his assignment to the performance of the Contract will not be disclosed or brought to the knowledge of any person and that they will not use such information for their personal benefit.

I.2. Subcontracting

Pêches et Océans

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I.2.1. No subcontract or agreement to a third party may be awarded without the prior written permission of the Departmental Representative. It is the Contractor's responsibility to engage any expertise necessary to carry out the Work. The Contractor is also responsible for coordinating with the various stakeholders they have hired.

I.3. Site Installations

- I.3.1. Access the site, including, if required, the removal of snow from a passage so that it can access the lighthouse for the completion of the Work. No materials or equipment are provided by DFO.
- I.3.2. Plan for and install a sanitary block on site because there is no sanitary block available for workers.
- I.3.3. Ensure the availability of potable water for all the Contractor's personnel at the site because there is no drinking water on the site.
- I.3.4. Site fences (25 panels with legs) as well as concrete abutments (3) and an access door are available to the Contractor on site for use during the Work. The assembly, dismantling and handling of the fences provided is the responsibility of the Contractor. Once the Work is completed, the Contractor must return the fences and concrete abutments to their original location.
- I.3.5. The Contractor must administer the storage of its materials and shall be solely responsible for the security of its equipment and materials. Neither the ministry nor the tenant of the premises can be held responsible for theft or vandalism or damage due to weather conditions.

I.4. Project documentation

- I.4.1. The Contractor is responsible for the CNESST notice of the opening and closing of the site.
- I.4.2. Provide to the Departmental Representative prior to the work and must comply with current provincial and federal standards with a project-specific health and safety plan including but not limited to the working at heights method, the work procedure to eliminate the hazards of working with lead, the hot work procedure and an emergency evacuation plan.
- 1.4.3. Provide a work schedule 2 weeks before mobilization and provide a revised schedule according to changes during the Contract.

I.5. Weather conditions

- I.5.1. No additional fees can be accepted for delays due to weather conditions.
- I.5.2. Apply the selected product according to the manufacturer's recommendations and in particular ensure that the application temperature is respected. Depending on weather conditions, the Contractor may use auxiliary electric heaters with immediate supervision. The Contractor may leave heating equipment unattended in the lighthouse, with a procedure and protections to prevent fires. The Contractor must provide in their work method all the measures necessary to achieve the manufacturer's conditions of use.

I.6. Federal Heritage Buildings Review Office (FHBRO)

I.6.1. As this Terms of Reference are under review by the Federal Heritage Buildings Review Office (FHBRO), DFO reserves the right to suspend or reduce the scope of the project at any time during the Contract.

2.2. PROJECT SCHEDULE

The Contractor must complete the following activities no later than the dates mentioned:

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| Activities | Latest Acceptable Completion Date* |
|---|------------------------------------|
| Kick-off meeting | August 16, 2024 |
| Mobilization/Planned start of work | September 3rd, 2024 |
| Exploratory openings | October 1st, 2024 |
| Masonry photo report | October 11, 2024 |
| All remaining activities of the Work (excluding final photo report and H.2)** | December 31, 2024 |
| Final photo report | January 15, 2025 |
| Acceptance of turf work (if required) | May 31, 2025 |

^{*} The latest acceptable completion dates may change at the sole discretion of the Departmental Representative.

2.3. DELIVERABLES

The Contractor must deliver the following in the requested formats:

- Weekly report (depending on work schedule) including a photographic report submitted electronically in PDF format;
- Final report including a photographic report submitted electronically in PDF format;
- Project-specific health and safety plan including, but not limited to: working **at heights, work** procedure to eliminate hazards **from working with lead,** hot work **procedure,** emergency **evacuation plan**;
- Copy of the CNESST notice of opening and closing of the construction site;
- Timeline for completion of the work, to be updated in case of changes in electronic format approved by the Departmental Representative;
- Technical data sheets of all products used in PDF format.

2.4. INTELLECTUAL PROPERTY

The deliverables provided by the Contractor under the Contract become the full and exclusive property of DFO and may be disposed of by DFO at its discretion. Before the end of the Contract, the Contractor must submit all original documents to the Departmental Representative electronically.

2.5. GENERAL

Compliance with codes and standards:

The site is not subject to provincial codes, but rather to federal codes and standards. The Contractor must comply with all applicable codes, regulations and laws. The Contractor must determine the regulatory instruments and bodies that have authority over the project.

Communication channels:

Unless otherwise directed by the Departmental Representative, the Contractor must communicate only with the Departmental Representative. It represents the only contractual relationship between the consultant and DFO.

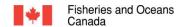
^{**} See articles 1.2 Background, 2.1 Description, and 2.3 Deliverables in Annex B - Specifications.

Solicitation No. – N° de l'invitation : 30005885

During visits, the Contractor must announce his arrival 72 hours in advance to gain access to the site. Several meetings may be necessary with the Departmental Representative for the merits of the project. Unless otherwise specified, meetings will be held virtually on a platform, MS Teams or Zoom.

The work schedule must be approved in advance by the Departmental Representative. The Contractor must ensure that the operations are in compliance during the Work. The Contractor must ensure with the Departmental Representative that the Work does not affect daily operations and that the safety of users is maintained.

Please note that this list is not necessarily complete and does not relieve the Contractor of its responsibility to carry out any other work, changes or modifications necessary to satisfactorily provide the deliverables provided for in this project.



ANNEX C - DRAWINGS, PLANS, PHOTOS, OTHER

The following are photos of the current state of the lighthouse:



Figure 2: Nomenclature of the exterior components of the upper part of the lighthouse

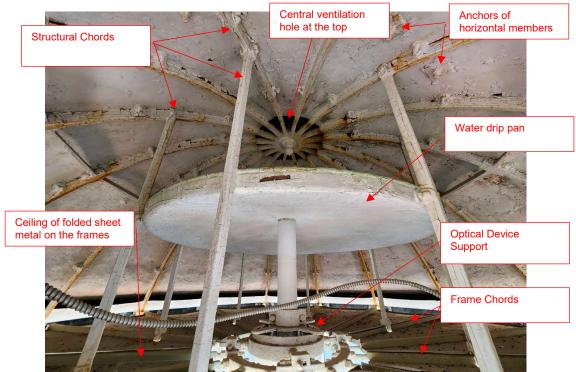


Figure 3: Nomenclature of the interior components of the cupola (behind the sheet metal ceiling).



Figure 4 : Collar on the inner side



Figure 5: Collar on the outer side



Figure 6 : Blanking plate to be replaced



wire.



Figure 8: Glazing bead system that holds the glasses

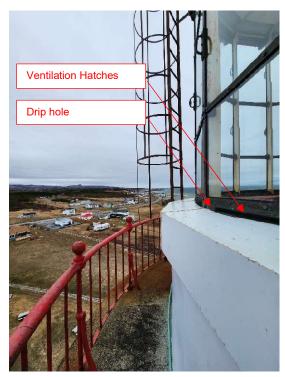


Figure 9 : Junction of lantern – base – gallery



Figure 10: Glazing bead bolt heads



Figure 11: Threaded rod of glazing bead bolts

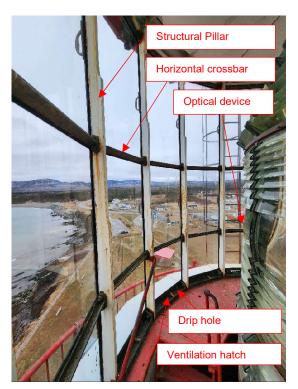


Figure 12: Interior Components of the Lantern



Figure 13: Missing bolts at some junctions between horizontal ties and structural vertical studs



Figure 14: The hatch with 3 holes



Figure 15: Aluminum Hatch and Hinge



Figure 16: Location of the gutter downspout to be replaced.

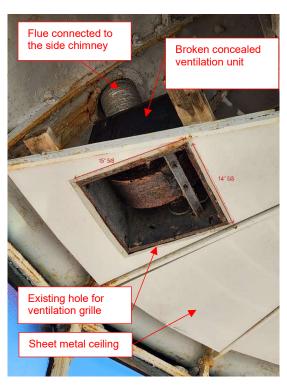


Figure 17: Location of the ventilation grille in the existing ceiling.







Figure 19: Gallery access door lintel



Figure 20: Door panel – glue all the joints to each of each board.



Figure 21: Estimated size of space for the integration of the new louver (1.17m \times 0.66m)



Figure 22: Support structure of the semi-circular stone facing to be redone and integrated with the new louver.



Figure 23 : Simulation of the new louver



Figure 24: Wood pavilion to be dismantled and disposed.



Figure 25 : Fence of rope and metal rods.

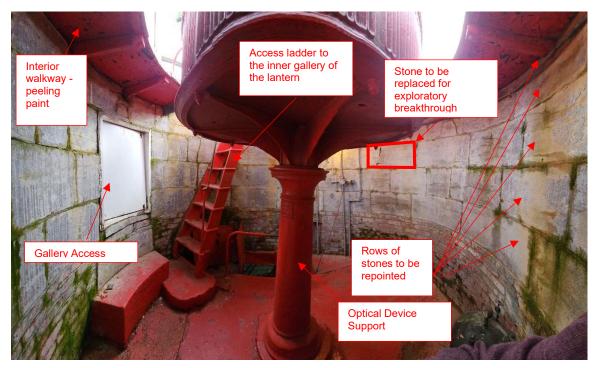


Figure 26: Location of the rows of stone to be repointed.



Figure 27: Obsolete anchors to be removed



Figure 28: Anchors of the ladder and the cage to be removed.



Figure 29: Typical tower window.



Figure 30: Location of the ventilation holes to be plugged.

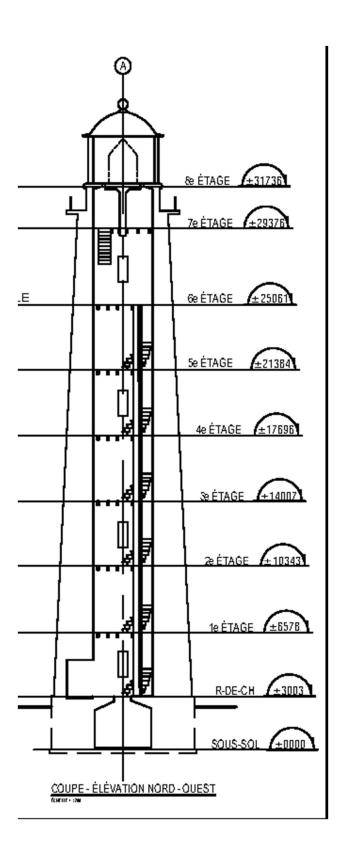


Figure 31 : Stairs between the 7th and 8th floors



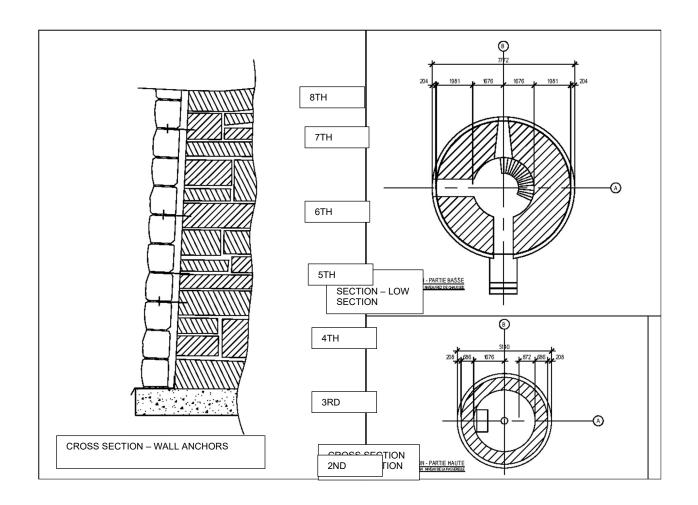
Figure 32: Broken electrical wire protector conduit to be repaired.

The following are plan excerpts:



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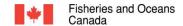


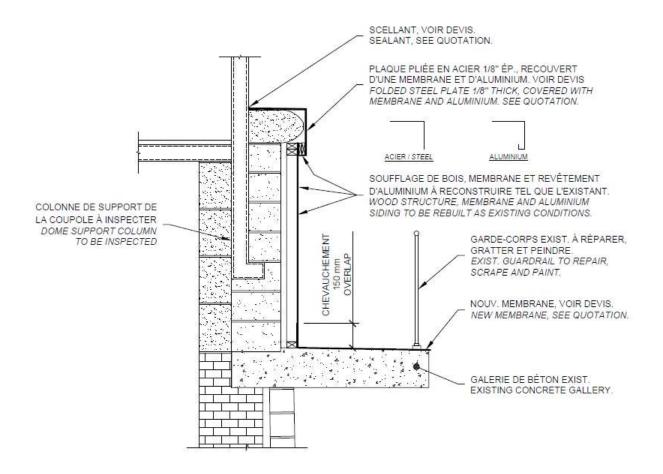
1ST

GROUND FLOOR

BASEME

CROSS SECTION – NORTH WEST - ELEVATION





NOTE:

LES DIMENSIONS ET LA LOCALISATION DES ÉLÉMENTS EXISTANTS SONT À TITRE INDICATIF SEULEMENT ET ONT POUR BUT QUE D'ILLUSTRER LA PORTÉE GÉNÉRALE DES TRAVAUX. DIMENSIONS AND LOCATION OF EXISTING ELEMENTS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE INTENDED TO SHOW THE GENERAL SCOPE OF THE WORK.

COUPE TYPE / CROSS SECTION SOUBASSEMENT DE LA COUPOLE / CUPOLA BASE ÉCHELLE : AUCUNE / SCALE : NONE