

2015

SEPTEMBER

Challenges in Large Format Tile

OCTOBER

The Surety Association of Canada

NOVEMBER

Integrated Project Delivery

DECEMBER

Facility Tour

2016

JANUARY

Chapter Social Event

FEBRUARY

EIFS... Not just a pretty face

MARCH

Joint Meeting with GTA

APRIL

Joint Meeting with Calgary

Infonet (Tradeshow/ Dinner)

MAY

Annual Chapter Meeting

JUNE

Golf Tournament

VISIT YOUR WEBSITE AT

<http://www.cscedmonton.ca/>

Help us develop a website that meets your needs. Go to the "Want More Info" link on-line and let us know.



January 23rd, 2016 Curling Funspiel

Social Event: Curling Funspiel

Dinner Sponsor: TBD

Place: Ottewell Curling Club; 4205 102 Avenue

Time: Curling: 4:30pm

Dinner: 7:30pm.

Cost: \$60.00 curling and dinner; \$35.00 dinner only

Sponsors: \$200.00 Sponsors get noticed on the Website and Specifier for the Month of February....sign up early

Reserve: Register online at www.cscedmonton.ca.

Notice will be sent out when registration has been set-up online

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2015/ 2016 Edmonton Chapter Executive		
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Advertising Rates
<p>Business Card: April 1 to May 30</p> <p>Rates covers your ad on our website 24 hours per day, 7 days per week.</p> <p>Business card on-line: Annual \$100 if received by May 1; \$75 if received by August 1; \$50 if received by November 1; \$25 if received by February 1</p> <p>Add \$50 to have a link to your company Web Site from the CSC Edmonton Chapter web page.</p>

Chapter Sponsor
<p>New Chapter Sponsor Bundles go to:</p> <p>edmonton.csc-dcc.ca/About+Us/Sponsor+Opportunities++CSC+Edmonton+Chapter/</p>

Student Sponsor
<p>CSC Student Sponsorship Pays for 6 monthly meeting ticket for a CSC, NAIT or University Student to attend a scheduled meeting. Annual \$250</p>

Meeting Sponsor
<p>\$50 for Individual (Personal) Sponsor \$250 for Corporate Sponsor</p>

FOR FURTHER INFORMATION

Contact any member of the executive, attend one or our chapter meetings or send your name and address to CSC Edmonton Chapter, PO Box 35093 Mid Town PO. Edmonton, AB T5J 0B7 or go to edmonton.csc-dcc.ca for additional contact information

GOALS OF CSC

Construction Specifications Canada is a multi-disciplinary non-profit association dedicated to the improvement of communication, contract documentation, and technical information in the Construction Industry. CSC is a National association with chapters in most major Canadian Cities.

To this end, CSC pursues the study of systems and procedures that will improve the coordination and dissemination of information relevant to the construction process.

We seek to enhance the quality of the design and management aspects of the construction activity through programs of publication, education and professional development, believing that by so doing, we can contribute best to the efficiency and effectiveness of the construction industry as a whole.

OBJECTIVES OF CSC

To foster the interest of those who are engaged in or who are affected by the compilation or use any forms of specifications for the construction industry.

To publish literature pertaining to the construction industry.

To engage in activities to improve procedures and techniques related to the construction industry.

The Opinions and comments expressed by the authors do not necessarily reflect the official views of Construction Specifications Canada. Also, appearance of advertisements and new product or service information does not constitute an endorsement of those featured products or services.

Special Announcements:

This area is for announcements about you, our members. Any milestones, awards, or other announcements, please contact the Executive.

Chair's Message



Kevin Osborne, CET, CSC Edmonton Chapter Chair, Architecture | Tkalcic Bengert

From all of us on the Edmonton Executive Committee, Happy New Year!!

Keep your eyes on the Specifier for upcoming news and events!

Membership in CSC

Donna DeVloo, Biblioteca

In the construction industry's fast-paced environment, the need for and value of Construction Specifications Canada is greater than ever. CSC brings together individuals from all segments of the construction industry. All who have a vested interest in Canada's largest industry are invited to join CSC. When you join CSC you become part of the only association that brings together professionals from all aspects of the construction industry.



DESIGN TEAM

CSC offers members of the Design Team the opportunity to meet with other members and exchange information. It also affords you the chance to help improve technology and its management, and the means to improve ways in which your ideals are translated into clear, concise and complete documentation.

BUILDING TEAM

If you are a member of the Building Team, Construction Specifications Canada offers you the opportunity to become involved in formulating specifications. Your valuable input into the programs can help generate time and cost savings as well as improve performance.

SUPPLY TEAM

The multi-disciplinary composition of CSC allows members of the Supply Team to meet with other members of the construction team. CSC programs in data filing and information retrieval are geared to present convenient and concise information on your products for proper evaluation and specification.

THE STUDENT

If you are a student of architecture, engineering or construction technology, CSC will provide you with greater exposure to and a better understanding of the Construction Industry, giving you an excellent opportunity if you plan a career in the construction field.

Contact Donna DeVloo for membership information

P: 780-984-5612

E: ddevloo@bibliotecainc.com

People And Places

Fresh Faces (New Members)

Mrs. Tammy Lanovaz
President
SuperTint Ltd.
16716 – 111 Avenue
Edmonton, AB T5M 2S5
Tel: 780-486-1734 Fax: 780-483-1501
Email: tammy@supertint.com
Website: www.supertint.ca

Mrs. Laura McFadyen
Enercorp
3 Abilene Point
Sherwood Park, AB T8H 0V8
Tel: 780-803-8841 Fax: N/A
Email: lauram@enercorp.ca

Yes, We've Moved (Contact / Mailing Address Update)

Mr. Dale A. Wilson
10350 – 124 Street NW
Edmonton, AB T5N 3V9

Mr. Robert Vasseur
65 Linkside Blvd.
Spruce Grove, AB T7X 4A6
Tel: 780-962-2789

Previous Members Re-Joining / Re-Activated

None this month

Infonet 2016
April 28th, 2016

SPECIAL GUEST SPEAKER:
George Kourounis
From "ANGRY PLANET" Series

how—Networking—Dinner—Trade Show—Networking—Dinner—Trade

Sponsor Registration Open
Go to: edmonton.csc-dcc.ca

CSC
EDMONTON CHAPTER

*****Infonet Sponsor Registration will be open early January *****

CSC Education:



Mike Ewaskiw, CTR

[Principles of Construction Documentation](#)

The PCD course is an introductory course that will enable the student to have a better understanding of construction documentation (specifications, drawings, and schedules), products, bidding procedures, and contracts. **It is also a prerequisite to all the other CSC education courses.**

[Specifier 1](#)

The Specifier 1 course is an intermediate level course that will take the individual beyond the concepts previously introduced in the PCD Course. Although some of the same topics are included in this course, the depth of comprehension and explanation exceed that of the PCD course. The Specifier 1 course is a prerequisite for the [Certified Specification Practitioner \(CSP\)](#) designation from CSC. Successful completion of the course may be credited toward the experience component requirements for the Registered Specification Writer (RSW) designation.

[Technical Representative](#)

The TR course will provide a better understanding of contract documents and bidding procedures, product representation, professionalism, and ethics, and will provide a new depth of understanding and explanation of concepts beyond what was previously introduced in the PCD course. The course is designed for the individual involved in the supply section of the construction industry such as manufacturer representatives, agents or distributors of products. The student will have successfully completed the PCD course.

Contact Mike for all of your education needs.

Mike Ewaskiw, CTR
District Manager
StonCor Group
P: 780.237.7844
E: mewaskiw@stoncor.com

CALL FOR PHOTOS FOR SPECIFIER AND WEBSITE!

The Edmonton Chapter would like to ask the membership to volunteer photos for the website and the front page of The Specifier. The photos do not have to specifically relate to projects or materials of interest. They can be personal photos of members, events (both CSC and non-CSC events), or members' hobbies and interests. Anything goes, as long as it's interesting! Anything you would like to share could end up [HERE!](#)

EDUCATION COURSES

Upcoming Classes: Starting January 2016:

- **Principals of Construction Documentation (PCD)** –
 - Course start January 11, 2016 (10 nights) at DIALOG
- **Specifier** – September 2016
- **Specifier 2** – Course start January 11, 2016 (11 nights) at Architecture | Tkalcic Bengert
- **Construction Contract Administration (CCA)** – Course start January 11, 2016
- **Technical Representative (TR)** – Course start January 11, 2016

Courses run from mid-January to mid-March each year

Cost: \$600.00 for members and \$700.00 for non-members

Class Times: 6:00 – 9:00 PM.

Upcoming Classes Online:

Principles of Construction Documentation – (course code CNST245) Course starts January 11, 2016.

Technical Representative – (course code CNST247) Course starts January 11, 2016.

Specifier 1 – (course code CNST178) Course starts January 11, 2016.

INDUSTRY NEWS & EVENTS

January 19-21, 2016

International Builders Show

National Association of Home Builders

Las Vegas Convention Center, Las Vegas, NV

www.buildershow.com

February 1-5, 2016

World of Concrete

Informa

Las Vegas Convention Centre, Las Vegas, NV

www.worldofconcrete.com

March 3, 2016

No Frills Trade Show

CSC Toronto Chapter

Metro Toronto Convention Centre, Toronto, ON

<http://toronto.csc->

dcc.ca/Conferences/No+Frills+Trade+Show

January 19-22, 2016

Surfaces/StonExpo-Marmonacc Americas TileExpo

Informa

Mandalay Bay Convention Center, Las Vegas, NV

www.tisewest.com

February 8-11, 2016

Sprayfoam 2016

Spray Polyurethane Foam Alliance

Rosen Centre Hotel, Orlando, FL

www.sprayfoam.org/expo



Don't forget to register for your spot at the 2016 Funspiel... maybe you will see Jeff fall on his face....maybe!!

Social Media:

Jonathan Chinn
Omtrak Canada

Check us out:

ACTIVE LINKS ON ICONS



Articles of Interest

December Facilities Tour at the New Heritage Valley Fire Station

By **Jeff Halashewski**, DIALOG



For those who attended this tour (as I was not available to attend) they expressed their gratitude in viewing this awesome building. The thought of how the end user will use the facility.

Some of the areas of interest were the gym, the lounge and the kitchen as these are the areas that keep these men and women at their peak mental and physical performance. I would like to extend my thank you to Kevin Osborne from Architecture | Tkalcic Bengert and the Edmonton Fire Chief who led the discussions on this facility.

If you know of a facility of interest that would be a good idea for a tour... contact anyone of the Edmonton Executives and we can always get a tour on the agenda....thank you Edmonton and have a Good Year.

Construction Industry Ethics Course Nears Completion

Sourced From: <http://dailycommercialnews.com/Associations/News/2015/11/>

The Canadian Construction Association (CCA) and BuildForce Canada continue to work towards producing the first-ever national construction industry ethics course.

During the CCA's fall board meeting in Thunder Bay, Ontario, the Ethics Course Taskforce provided an update to the Business and Market Development Committee, stating it is hoping to be able to unveil the new course at the CCA Annual Conference next March.

"I think the course that you're going to see in 2016...is going to reflect, as best you can, something that you can't just say is right or wrong. There is some flexibility in some decision-making that every person has to go through," explained Scott Matheson, taskforce member and committee vice-chair. "As industry you're going to start by really assessing yourself as an ethical provider of construction

services. What that will do at the end of the course is, it will ask you the same questions again to see if your view of ethics has changed at all throughout taking the course."

According to a report to the committee, the taskforce met with BuildForce in August to discuss the storyboard and course outline as well as the development of construction specific ethical situations, scenarios and examples for the course. From there, the course outline was approved, the report notes, with BuildForce now working on producing content, which will include video interviews with industry leaders.

"The scenarios that are provided allow you to try to develop your understanding of the way CCA feels you should behave ethically through scenarios and examples. Then the questions are, how do you react to those scenarios?" Matheson said, adding the way the course is rolled out is meant to foster interaction and engagement. "If you think about it, if we just preached ethics to an audience without any feedback, I don't think it would have the same impact as if we had a discussion about ethics. The real strength of the course is going to be its delivery within groups. It's very powerful when all of us from different backgrounds get together and start talking about ethical behaviour."

The CCA states the plan is to make this course mandatory for Gold Seal Certification applicants.

"This is a nationally rolled out course, so it truly should be a representation of our industry from the field, from management, in general," Matheson added. "There's some challenging questions in there. It's not meant to shock you, but it's meant to evoke some thought."

Canada Leads Development of International Standard that will Help Cities Measure Up

<https://www.scc.ca/en/news-events/news/2015/>

According to the 2014 United Nations report World Urbanization Prospects, 54% of the world's population resides in urban areas, a number that is expected to grow to 66% by 2050. Rapidly growing population is proving challenging for city leaders who are responsible for ensuring both the safety of their citizens and the infrastructure of their cities. And yet, even though large cities share similar struggles, until recently they had no mechanism to efficiently compare data or share knowledge on the performance of city services.

A landmark ISO Standard – ISO 37120, Sustainable Development of Communities – Indicators for City Services and Quality of Life – will now help. It outlines key measurements for evaluating a city's service delivery and quality of life, and helps them assess performance, measure progress, and draw comparative lessons from other cities locally and globally.

The standard was developed by a working group of the ISO Technical Committee that is devoted to sustainable development in communities. The working group was led by Patricia McCarney, a Canadian expert on city data who has been instrumental in developing a World Council on City Data (WCCD) and an ISO Standard, placing Canada as the global lead on urban metrics.

The WCCD is based in Toronto and was launched as the result of seven years of collecting globally standardized data for cities by the University of Toronto's Global City Indicators Facility (GCIF), a network of 255 cities across 82 countries. WCCD is leading the global implementation of ISO 37120 and performing certification against the standard after having developed the certification protocol.

To date, 21 cities have achieved certification by WCCD against ISO 37120, including Toronto and Vaughan in Ontario, Canada. One of WCCD's roles is to build an international platform for globally comparable and standardized data for participating cities from around the world. It has accomplished this by launching an Open City Data Portal that provides public access to the collected data, fostering a culture of knowledge and direct interaction. It also allows users to compare data on up to five cities at a time.

Another 80 cities worldwide have expressed interest in ISO 37120 certification and will be added to the Open City Data Portal following certification. In addition, two new ISO Standards are being developed by the ISO/TC 268 City Indicators Working Group on indicators for smart and resilient cities, leveraging information on technology and sustainability to help cities improve the quality of life for their citizens. For more information about ISO 37120, visit the ISO website.

Coloured Glass Stages a Comeback

Sourced From: <http://www.constructioncanada.net/>



For more than 700 years, stained glass has added a colourful glow in structures around the world. From the windows of centuries-old European cathedrals, to the Tiffany-coloured creations found in some of North America's most iconic structures, stained glass has had a rich architectural history.

Financial and performance constraints over the years have meant its use in modern architecture became limited until recently. Now, with advances in technology, the opportunity for coloured glass is coming back in new and exciting ways.

The Evolution of Coloured Glass

The idea of adding hues to glass dates back to the medieval era, when coloured and painted window glass was first used in religious buildings. From that point on, stained glass has graced the windows of some of the world's most architecturally and culturally significant buildings.

Fast forward to the late 20th and early 21st centuries, in an era where each building component is being developed for maximum performance. Stained glass has been tainted with a reputation for being impractical and out of sync with high-performing building materials.

Today, glass is at its best when it is low in maintenance and can perform economically against harsh elements. The lead panes dividing each coloured segment and the structural weakness of the stained glass method often exclude it from the blueprints of modern, environmentally conscious building plans. Although stained glass has become infrequent in its use, the desire to infuse colour into architecture remains. Enter laminated glass with pigmented interlayers.

The Power of Pigmented Interlayers

Laminated glass consists of 2 glass layers bonded together by a thin, flexible, plastic interlayer under heat and pressure. The resulting piece looks like traditional glass, but has incredible strength. It can be used in place of regular glass in nearly any architectural application, from curtain walls and

exterior windows or overhead glazing to interior partitions and decorative elements. In addition to its many performance benefits, the introduction of an interlayer also offers tremendous esthetic benefits, including custom hues.

By sandwiching up to 4 pigmented interlayers, it is possible to achieve more than 3000 transparent or translucent glass colours. This provides pure colour and transparency (or varying degrees of translucency) that is durable and easy to maintain and install. When interlayers use highly resilient pigments (as opposed to ink-based colourant), the true colour lasts for years, even when exposed to direct sunlight.

Unlike stained glass, coloured glass flows without interruptions or divisions in the design. The fluidity of entire walls made of coloured glass creates an esthetic that can enhance a building's design, not clash with its modern façade.

Introduced nearly 20 years ago, the pigmented interlayer system for laminated glass has been soaring in popularity in recent years. The sheer number of contemporary buildings around the world that glow with colour testify this system brings the medieval glass-making tradition up to speed with current glazing technology.

Colour Use Around the World

Use of colour in laminated glass applications is thriving. While Europe has historically been the largest market for this type of laminated glass, architectural design trends across Asia Pacific and the Americas demonstrate tremendous growth in the use of high-performance colour glazing technology over the past 2 years.

In the Asia Pacific region, demand for pigmented interlayer systems grew 13% from 2009 - 2010, and 29% from 2010 - 2011. In South America, demand for pigmented interlayer systems grew by 42% from 2009 - 2010 and another 30% from 2010 - 2011. North American demand was more modest, growing 4% from 2009 - 2010. However, specification leapt forward by 23% from 2010 - 2011.

Global attention to coloured glass has resulted in applications reflecting each region's culture, approach to design, and style that makes a statement. Working with an entirely new colour palate, designers are rethinking the power of colour in buildings and how interlayer technology can illuminate new design possibilities.

Applications

Architects and designers continue to push the envelope, developing innovative colour design methods for glazing applications that can provide solutions to many architectural design challenges. Custom interlayers can produce a broad spectrum of hues and moods unachievable using glass stock selection.

Creating Interior Accents

Nothing adds interest to an interior like colour. Perhaps among one of the most famous uses of coloured glass and architecture in recent years is Brunete Fraccaroli's Japanese barbeque restaurant in Sao Paulo, Brazil. As a designer who specializes in hospitality environments, Fraccaroli often implements graduated-film-laminated inside glass to bring dimension out of a flat plane. In this project, slanted glass is supported by sloping beams clad in purple polyvinyl butyral (PVB)-laminated reflecting mirrors, which are integrated into the same plane as the glass.

Setting a Mood or Tone

Studies have shown a correlation between colour and activity; certain colours encourage activity and enhance energy while others soothe and promote relaxation. See ‘The Manchester Colour Wheel: Development of a Novel Way of Identifying Colour Choice and its Validation in Healthy, Anxious, and Depressed Individuals’ by Helen R Carruthers, Julie Morris, Nicholas Tarrier, and Peter J. Whorwell. For more information, visit www.biomedcentral.com). For example, The Spa at Mandarin Oriental in Barcelona, Spain, showcases the power of colour in a practical application.

Designer Patricia Urquiola lined the walls of this hotel/spa with glass that emits a soft, emerald glow. Participating with the facility’s deep wood floors and clean, simple lines, the coloured glass reflects soft lighting that is just as soothing as it is helpful for guests. Vast green walls work like a pathway as they unify the various amenities offered in the spa: deep lap pools, dimly lit steam rooms, and massage therapy.

Another European application shows off how a basic office space was supplemented with colour to add energy and edge to the workplace. Designer Petere Saville and architect David Adjaye collaborated on the new London headquarters of Kvadrat, a Danish textile company. A staircase of rainbow proportions cuts through the office foyer, casting a full colour spectrum against bricks walls, wooden steps, and sleek handrails. Stairs are a transient space, and therefore a ‘busy’ glass vertical design can be used because it is experienced in stages as a person ascends a staircase. A strong statement with a relatively simple design, the project is an ideal case study in how colour can ramp up the spirit of an old building.

Strengthening the Connection Between Building and Landscape

When there is a predominate colour in the surrounding landscape, bringing it into the built environment can strengthen the connection between the exterior and interior. In Thailand, architect Pipupong Chaowakul (Thisdesign Co.) used coloured glazing for effect in a new shopping centre in the coastal city of Laem Chabang—a popular tourist destination.

The blue-green vertical colour palate of the Harbor Mall façade was inspired by the movement and feel of the waves in the nearby Gulf of Thailand. From inside the building, shoppers experience the changing colours of waves as they gaze through the gradient colour system into the sunlight. From the outside, the building’s marine colours beckon tourists who have come to enjoy the sea.

Generating Exterior Interest

The right colour in the right place can stop people in their tracks and encourage further exploration. Celebrated Montréal artist and architect Hal Ingberg used brightly coloured glass to create a public art installation, named “Papa,” in Gatineau, Québec. The peaked structure is made up of a series of vibrantly coloured glass panels that add brilliance to an ordinary intersection in the heart of Canada’s capital region in Québec.

A glass wall reaches a 14.4m (47 ft) height at the park’s southwest corner, and was designed to act as a gateway to the city and its park, according to Ingberg. The installation spirals downward to 2.4m (7.9 ft), inviting pedestrians and cyclists to sit and contemplate the ever-changing play of sunlight through the transparent, coloured glass. The dramatic use of coloured-laminated glass walls and spirals assures “Papa” as not only a major public art installation, but also a standard for the future of Canadian design.

Noted colour glazing specialist Andrew Moor often reminds clients a great deal of glass in buildings is more than just vision glazing. Spandrel panels, structural fins, stairwells, partitions, elevators, and even furniture can be created with coloured glass to add accent and rhythm into a facility while

leaving the vision glazing clear.

Wayfinding

Colour can make it easy for people to find where they are going in the built environment. At Paris' Charles de Gaulle Airport Terminal 2G, boldly coloured glass is used to help visitors identify the appropriate exits for taxis, shuttles, and parking. In St. Louis, Missouri, Centene Corp., uses a coloured glass outdoor canopy to guide building occupants to the entrance/exit to the parking structure.

Improving the Experience of Building Inhabitants

A recent study by Helene Arsenault, BArch, March Herbert, PhD, and Marie-Claude Dubois, PhD, examined the effect of coloured glazing on the office environment. It investigated human responses to blue, bronze, and neutral curtain wall. Results indicate a preference for bronze glass – in terms of visual comfort, pleasantness, and light level. Participants in the study noted objects and textures in the presence of bronze glass were perceived as more natural and pleasant. Participants also preferred the colour and presence of daylight coming through bronze glazing.

The Colour Comeback

Some might call colour the 'comeback kid' in architectural glazing. In reality, though, interest in colour never really faded. The simple fact is technology finally caught up with that interest by combining the power and versatility of coloured architectural glazing with the high-performance characteristics required of today's building products. As an increasing number of architects around the world understand and use pigmented interlayer technology, the future for coloured glazing looks bright indeed.

New Program Rates Bird-Smart Glass

Sourced from: http://www.constructioncanada.net/new-program-rates-bird-smart-glass/?en_click=1

The American Bird Conservancy (ABC) recently launched its Bird-Smart Glass program, which includes a list of tested products available to help stop avian casualties from hitting windows.

For the past six years, ABC has been scientifically testing products that are affordable and aesthetically suitable for architects and homeowners to use to eliminate bird deaths. Six of the 18 products listed are consumer materials meant for homeowners, 14 are commercial for architects and building managers, and two are appropriate for both.

In order to become Bird-Smart-verified, the products must have documented evidence proving effectiveness either through controlled tests or field studies. To test products, ABC puts birds into a 9-m (30-ft) wooden tunnel with two glass panes at the end. One pane is a sample of the material being tested and the other is made of regular glass. The panes are placed in front of a sky backdrop and illuminated by sunlight using mirrors. To pass the bird-smart test, birds must avoid hitting the material 70 percent of the test flights. Nets prevent birds from being injured, and they are released immediately following the test.

"It is more important than ever to get the word out about effective materials to save birds' lives," said ABC's bird collision campaign manager, Christine Sheppard. "With over half of all bird collisions coming from commercial buildings, architects have a key role to play in ending this tragedy, but individual homeowners need to play a part too."

Research has found between nearly one billion birds die each year in North America after colliding with windows – most commonly, migratory and yard birds, including wood thrush and white-throated sparrows.

Specs Overrule Drawings...No, Really?!

By: Keith Robinson, FCSC, RSW, CCS, LEED AP, Sourced http://www.constructioncanada.net/specs-overrule-drawings-no-really/?en_click=1

Many specifiers have been called into an uncomfortable meeting with a request to clarify exactly what was intended by the written words in the project manual. One can often be left with the feeling the only reason he or she is there is to take the blame when a satisfactory conclusion has not otherwise come to fruition.

The specs overrule the drawings—this is not an unusual reaction for anyone assembling or administering construction documentation, but this particular interpretation is used way too often and without sufficient thought about how this hierarchy exists. In the event of document conflict, there is no doubt about order or priority—it is defined in the standard Canadian Construction Documents Committee (CCDC) contract forms. (This author is not a lawyer; the discussion presented in this article is merely an opinion). The issue with this statement is the difference between a conflict's 'general understanding' and 'legal interpretation.'

The word 'conflict,' as used in the contractual instance, is the legal interpretation where there is a breach of contract. Essentially, someone is about to be sued, and the conflict refers to the process of resolving the dispute. However, 'conflict,' as used by the general understanding (i.e. non-legal expert) is any disconnect between the specifications and the drawings. In other words, it is a disagreement between facts and an individual's interpretation of the documents, or any perceived argument during the administration of the project that does not actually form a breach of contract (but has the potential if not resolved amicably).

There needs to be a line in the sand—a point of decision-making to enable fair and equal document interpretation. The specification is being used as the tool for this demarcation based on the accepted order of priority. The sarcastic inference in this article's title comes about when the specification is inconsistent with the graphic representation (i.e. drawings). But what happens when the drawings are correct and we do not want the spec to rule? What about the unintentional disconnect when the drawing notes are too specific—should they then become the specification? If so, what happens to the project manual (i.e. the traditional specifications)?

Defining terms

The standard CCDC forms of contract offer backup to support the graphic representation and accompanying notes. They state:

Contract documents are complementary, what is required by one is required by all.

In other words, the specifier might be humbly marching forward, feeling self-confident in being justified in switching the ruling documentation (in the constructor's eyes) from the specification to the drawing. Now, however, the specifier may be steering toward a conflict in the true legal sense—a potential for breach of contract.

In arriving at a more reasoned approach to interpreting the contract documents, it is important to understand the definition of a specification and a drawing. Some of the earliest interpretations of 'drawings' are referenced in the 1700s and 1800s. For example, 1860's *The Handbook of Specifications, Practical Guide to the Architect, Engineer, Surveyor, and Builder in Drawing Up Specifications and Contracts for Works and Constructions*, by T. L. Donaldson, stated "the working drawings contain the graphical information placed on sheets of vellum or other reproduction" with the

implication everything else on the sheet was considered ‘words.’ (It is viewable online via the University of Michigan’s HathiTrust Digital Library). Those words had specific context leading to our current interpretation of the order of priority of documents, as laid out in 1886’s Specifications for Practical Architecture, written by Frederick Rogers. The current interpretation was derived from the following concerns (quoted in the language of the time) in the late 1800s:

- Of the exactness requisite in the practical profession of architecture, and how far it is influenced by the correctness of specifications and working drawings;
- Of the disputes and expenses which arise from badly drawn specifications;
- Of the trouble and vexation which an architect occasions to himself by a badly drawn specification; and on the propriety of general clauses in specifications;
- Of marginal references in specifications and contracts, their convenience, and their tendency to ensure the correct performance of the work, and of the care with which specifications should be copied into contracts;
- Of the advantages which would result, if copies of the working drawings and specifications for all works, were deposited somewhere for the public and private reference;
- Of the evil and depressing influence which bad building has upon architecture;
- Of the influence which contracting for the erection of buildings has upon architecture;
- Of the present state of architectural mechanical knowledge; and
- Of the question, “Have we improved in our practical building through specifications?”

In today’s environment, there are still similar concerns. The question is, why has there not been progress in construction documentation in the last 125 to 150 years to address these problems?

Making Sense of Things

Fortunately, the source publications for the definitions listed in this article have laid out CCDC’s principles of interpretation, with which design professionals are familiar in today’s common use of the order of document precedence:

- .1 Words add clarity and content to graphical representations and working drawings.
- .2 Words are understood in their general and popular use.
- .3 Words that are commonly accepted by trade use are understood as standard or technical terms and have precedence over general or popular use.
- .4 Specific and defined terms take precedence over standard or technical terms.
- .5 Typed words take precedence over printed words (think of old-style drawing methods where words were hand-printed).
- .6 Handwritten words take precedence over typed or printed words (handwriting is considered as reflecting the immediate thoughts selected by the parties themselves to express their joint understanding of the meaning of words).

The disconnect in today’s interpretation is the word ‘drawing’ is taken to be the physical sheet of paper bound together as a set of working drawings rather than the graphical content (as was the original interpretation). When words are added to the graphical content, they become an integral component of the specification information, adding clarity to the drawings. ‘Words printed on the drawing must match the words written into the specification’—this disconnect arises by our failure to recognize drawing notes are, in fact, specifications.

This becomes a bigger issue given our need to add more detail to the drawing notes than is necessary to convey clarity or content, especially considering the weight provided to the specification under contract. The more detailed the drawing notes, the greater the likelihood of creating discrepancies and potential for disputes.

So what is the solution to this dilemma? Communication—something everyone thinks they perform effectively, but which so often fails in the process of delivering the message. The ultimate irony is we are failing to communicate because of our need to provide overly descriptive notes on our working drawings. In other words, we are often failing to forward a message, speak with the person responsible for the written words that actually take precedence, and ultimately provide the communication to the person that delivers the finished project.

Do we assume the specification is not as good as the contract gives it credit? Do we overcompensate by adding descriptive text and sequential context to drawing notes that ignores the flow of communication supposed to occur between the drawings and the specification? This becomes a self-fulfilling conclusion—the specification is not good because no one thought to communicate the project requirements into the written document. The contractual significance of the specification is lost to the big recycle bin in the back rooms, basements, and back alleys of so many buildings due to the failure to effectively communicate project requirements.

This may well be an action plan for building information modelling (BIM) concepts and software, but this would be a discussion for a different column.

Canadian Housing Starts Continue to Climb in November

Sourced from <http://www.constructioncanada.net/canadian-housing-starts-continue-to-climb-in-november/>

Canada Mortgage and Housing Corporation (CMHC) announced the country's housing starts continued to increase last month.

CMHC uses a trend measure to complement the monthly seasonally adjusted rates (SAAR) of housing starts to account for big swings in monthly estimates and to collect a better picture of the Canadian housing market as a whole. The trend measure for November was 208,401 units, compared to 206,125 the previous month.

“The trend in housing starts increased for a seventh consecutive month due to the multi-unit segment,” said Bob Dugan, CMHC's chief economist. “Rising single-home prices continue to support demand for multiples, which are poised to reach the largest proportion of total urban starts since 1971. However, inventory management is necessary to make sure that these units do not remain unsold upon completion.”

The standalone monthly SAAR for November was 211,916, which is up from 197,712 in October. SAAR of urban starts increased by 7.7 per cent to 195,121 units, while multi-unit urban starts rose by 13.2 per cent to 137,898. Single detached urban starts decreased by 3.6 per cent to 57,223 this month, with rural starts estimated at a SAAR of 16,795 units.

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LEGAL MATTERS

Interpretation Saves Contract from Penalty Doctrine

Sourced from: <http://www.constructionlawcanada.com/building-contracts/does-the-ccdc-dispute-resolution-clause-require-arbitration/>

Contract law contains a fundamental rule: penalty clauses are prohibited and liquidated damage clauses are permitted. But in its recent decision in *Ottawa Community Housing Corp. V. Foustanelas*, the Ontario Court of Appeal held that there is another way to look at this rule. The clause is valid if, properly interpreted, the clause delays, but does not permanently affect, the exercise of the contractor's rights. In this case, the clause is not a penalty or liquidated damages clause at all. Parties about to enter into a building contract should examine this decision to see if there are ways to draft the contract to avoid the penalty doctrine but achieve much of the desired result.

Background

Ottawa Community Housing Corp. (OCHC) entered into a contract with Argos Carpets, of which Foustanelas was the principal. OCHC later determined that Argos was overbilling OCHC. OCHC then notified Argos that it was withdrawing the remaining work under the contract and withholding payment of the past amount due under the contract. At trial, Argos argued that the contractual provision in question amounted to a liquidated damages clause and limited, to the withheld payment, the amount which OCHC could recover against it.

Clause 1.6.1 of the contract entitled OCH, in certain circumstances, to "take the whole operation, or any part of the operation out of the hands of the Contractor." The owner relied upon that clause to take the remaining work out of Argos' hands.

Clause 1.6.3 stated that:

"...where any or all of the work has been taken out of the hands of the Contractor, the Contractor will not be entitled to any further payment, including payments then due and payable but not yet paid. The obligation of the Owner to make payments will cease, and the Contractor will be liable upon demand to pay the Owner an amount equal to all of the losses and damages incurred by the Owner for the non-completion of the work."

Decision of the Ontario Court of Appeal

The Court of Appeal held that clause 1.6.1 entitled the Owner to terminate the contract on the happening of events which triggered that clause. If that occurred, the courts said, then the owner was entitled to invoke clause 1.6.3.

The Court of Appeal agreed with the trial judge that clause 1.6.3 was neither a penalty clause nor a liquidated damages clause as recognized in established contract case law. Rather, clause 1.6.3 had two effects:

" First, it relieves the owner (OCHC) from any obligation to make payments to the contractor, including in respect of unpaid receivables, pending determination of the owner's losses and damages arising from the contractor's non-compliance with the carpet contract. Second, it establishes the contractor's (Argos') liability to the owner (OCHC) for an amount equal to the owner's losses and damages occasioned by the contractor's non-completion of the work provided for under the carpet contract.

Thus, properly interpreted, clause 1.6.3 functions as a “stop payment” provision. It is designed to halt the owner’s contractual obligation to make any payments to the contractor pending the determination of the owner’s losses and damages arising from the contractor’s breach of contract.”

The Court of Appeal found that several ingredients of the contract supported its interpretation of clause 1.6.3.

First, the clause did not state a specific amount which was recoverable by the owner, such as one would expect to find in a penalty or liquidated damages clause.

Second, the amount due to the contractor could vary widely from job to job, making the clause a sensible delay of the rights of the contractor on all jobs until the owner’s damages could be assessed.

Third, the fact that the clause gives the owner the right to set off its claims against the contractor’s entitlement to payment for work “does not convert clause 1.6.3 into a penalty or liquidated damages provision.”

Discussion

Clause 1.6.3 might have been held to be an unenforceable penalty clause if its effect was to forfeit the monies due to the contractor when the balance of the contract work was taken out of its hands. Or, if the amount of the forfeiture was a reasonable estimation of the owner’s damages – an apparently unlikely scenario – the clause might have been held to be effective as a liquidated damages clause which set the amount of the owner’s maximum entitlement as the amount owed to the contractor when the work was taken out of its hands, as the contractor argued. Instead of determining the dispute according to the traditional penalty/liquidated damages debate, the trial and appeal court took the debate to an entirely different debate – one about the proper interpretation of the contract. And they found that all the clause did was defer the contractor’s right to enforce its claim to monies due until the owner’s claim for damages was determined.

This decision is a good example of the rule of contract interpretation known by its Latin name: *ut magis valeat quam pereat*: or, that the thing shall have effect rather than perish. In other words, if there is an interpretation that saves the validity of the contractual provision, it should be preferred over one that would cause it to perish. In this case, interpreting the clause to delay the rights of the contractor gave force and effect to the clause which might otherwise have been an ineffective penalty clause.

A party negotiating a building contract should consider this decision when deciding what remedies it really wants in the event of a breach of the contract by the other party. If the party really wants a definitive fixing of the amount due by the wrongful party, then this decision will not help it. In that situation it will have to face up to the penalty/liquidated damages rule and all the perils that the rule involves. If the amount fixed is later considered by the court to be an unrealistic estimation of the damages flowing from the breach, then the clause may be struck down as a penalty clause.

But if the party really wants a means to forestall the other party from collecting monies due under the contract until its own damages are determined, then this decision offers a way to accomplish that result.

Sign-up as a group of four

Sign-up with a friend

January 23, 2016

CSC Curling Funspiel

Ottewell Curling Club
4205 102 Avenue, Edmonton

Online Registration Closes January 20th

Curling and Dinner: \$60.00/ person

Dinner Only**: \$35.00/ person

**If you don't want to Curl cheer on your team



Registration: 4:00pm

Curling Starts (Curl 4 Ends): 4:30pm

Happy Hour & Snacks: 5:45pm

Curl 4 ends: 6:15pm

Dinner: 7:30pm



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On January 23rd, 2016 Join the Edmonton Chapter in their yearly Chapter Social Event. Where everyone will have a lot of fun, network and have some good food...hope to see you there!!

*****NO EXPERIENCE NECESSARY*****

If you don't have your own equipment the club provides.

Put a team of 4 together or come as an individual and we will put you on a team.

Register Online at: edmonton.csc-dcc.ca

Specifier Humour:

Sourced from: <http://www.netfunny.com/rhf/jokes/90q2/contract.html>

IF ARCHITECTS HAD TO WORK LIKE PROGRAMMERS

Dear Mr. Architect:

Please design and build me a house. I am not quite sure of what I need, so you should use your discretion.

My house should have between two and forty-five bedrooms. Just make sure the plans are such that the bedrooms can be easily added or deleted. When you bring the blueprints to me, I will make the final decision of what I want. Also, bring me the cost breakdown for each configuration so that I can arbitrarily pick one.

Keep in mind that the house I ultimately choose must cost less than the one I am currently living in. Make sure, however, that you correct all the deficiencies that exist in my current house (the floor of my kitchen vibrates when I walk across it, and the walls don't have nearly enough insulation in them).

As you design, also keep in mind that I want to keep yearly maintenance costs as low as possible. This should mean the incorporation of extra-cost features like aluminum, vinyl, or composite siding. (If you choose not to specify aluminum, be prepared to explain your decision in detail.)

Please take care that modern design practices and the latest materials are used in construction of the house, as I want it to be a showplace for the most up-to-date ideas and methods. Be alerted, however, that kitchen should be designed to accommodate, among other things, my 1952 Gibson refrigerator.

To insure that you are building the correct house for our entire family, make certain that you contact each of our children, and also our in-laws. My mother-in-law will have very strong feelings about how the house should be designed, since she visits us at least once a year. Make sure that you weigh all of these options carefully and come to the right decision. I, however, retain the right to overrule any choices that you make.

Please don't bother me with small details right now. Your job is to develop the overall plans for the house: get the big picture. At this time, for example, it is not appropriate to be choosing the color of the carpet. However, keep in mind that my wife likes blue.

Also, do not worry at this time about acquiring the resources to build the house itself. Your first priority is to develop detailed plans and specifications. Once I approve these plans, however, I would expect the house to be under roof within 48 hours.

While you are designing this house specifically for me, keep in mind that sooner or later I will have to sell it to someone else. It therefore should have appeal to a wide variety of potential buyers. Please make sure before you finalize the plans that there is a consensus of the population in my area that they like the features this house has.

I advise you to run up and look at my neighbour's house he constructed last year. We like it a great deal. It has many features that we would also like in our new home, particularly the 75-foot

swimming pool. With careful engineering, I believe that you can design this into our new house without impacting the final cost.

Please prepare a complete set of blueprints. It is not necessary at this time to do the real design, since they will be used only for construction bids. Be advised, however, that you will be held accountable for any increase of construction costs as a result of later design changes.

You must be thrilled to be working on as an interesting project as this! To be able to use the latest techniques and materials and to be given such freedom in your designs is something that can't happen very often. Contact me as soon as possible with your complete ideas and plans.

PS: My wife has just told me that she disagrees with many of the instructions I've given you in this letter. As architect, it is your responsibility to resolve these differences. I have tried in the past and have been unable to accomplish this. If you can't handle this responsibility, I will have to find another architect.

PPS: Perhaps what I need is not a house at all, but a travel trailer. Please advise me as soon as possible if this is the case.

ASSOCIATION LINKS

- **Alberta Construction Safety Association (ACSA)**
www.acsa-safety.org
- **Architecture 2030**
www.architecture2030.org
- **BuildingSMART Alliance** (North American Chapter of BuildingSMART):
www.buildingsmartalliance.com
- **Building Information Modeling (BIM) Forum**
www.insightinfo.com/bimforum
- **BuildingSMART International (formerly IAI)**
www.buildingsmart.com
- **Biomimicry Institute**
www.biomimicryinstitute.org
- **Biomimicry Guild**
www.biomimicryguild.com
- **Canada BIM Council**
www.canbim.com
- **Canadian Green Building Council (CaGBC)**
www.cagbc.org
- **Canadian Green Building Council (CaGBC) – Alberta Chapter:** www.cagbc/chapters/alberta
- **CCDC Documents**
www.ccdc.org/home.html
- **Construction Specifications Canada (CSC)**
www.csc-dcc.ca
- **Construction Specifications Institute (CSI)**
www.csinet.org
- **buildingSMART Data Dictionary**
bsdd.buildingsmart.org
- **International Construction Information Society (ICIS)**
www.icis.org
- **MasterFormat**
(<https://secure.spex.ca/siteadmin/freedocuments/images/1.pdf>)
- **OmniClass**
www.omniclass.ca www.omniclass.org
- **Spex.ca**
www.spex.ca
- **Uniformat**
www.csinet.org/uniformat
- **buildingSMART Canada**
www.buildingsmartcanada.ca
- **Institute for BIM in Canada (IBM)**
www.ibr-bim.ca
- **Ace BIM**
www.cebim.ca

ASSOCIATION LIAISON

Alberta Association of Architects (AAA)

<http://www.aaa.ab.ca/>

Alberta Painting Contractors Association (APCA)

www.apca.ca

Alberta Roofing Contractors Association (ARCA)

<http://www.arcaonline.ca>

info@arcaonline.ca

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

<http://www.ashrae.org/> / ashrae@ashrae.org

The Canadian Wood Council (CWC)

<http://www.cwc.ca>

info@cwc.ca

Portland Cement Association

ConcreteTechnology@cement.org

Interior Designers of Alberta

www.interiordesignalberta.com

Alberta Painting Contractors Association (APCA)

www.apca.ca

Association of Professional Engineers, Geologists, and Geophysicists of Alberta (APEGGA)

<http://www.apegga.org/> dward@apegga.org

Association of Science and Engineering Technology Professionals of Alberta (ASET)

<http://www.aset.ab.ca/>

Russ Medvedev, russm@aset.ab.ca

Building Owners and Managers Association (BOMA)

<http://www.bomaedmonton.org/> / edmonton@boma.ca

Consulting Engineers of Alberta (CEA)

<http://www.cea.ca/> info@cea.ca

Edmonton Construction Association

www.edmca.com contact@edmca.com

Terrazzo, Tile & Marble Association of Canada (TTMAC)





















<http://www.ttmac.com/>
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Bulletin Board

This is your opportunity to announce job postings, events, and other items going on in Edmonton and surrounding areas

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HAPPY HOLIDAYS AND ALL THE BEST IN 2016
FROM THE EDMONTON EXECUTIVE COMMITTEE

