

INVITATION TO TENDER

RETURN BIDS TO:

Bid Receiving / Agriculture and Agri-Food Canada

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

TENDER TO:

Agriculture and Agri-Food Canada

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

Comments		

ISSUING OFFICE

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

Title					
St. John's Security Upgrades Project					
Solicitation No.		Date			
01B46-15-0235	01B46-15-0235 2016-01-06				
Client Reference No.	Client Reference No.				
1213-143110-P01					
File No.					
01B46-15-0235					
Solicitation Closes:					
Thursday, January 21, 2016, at 02:00 PM, EDT.					
F.O.B					
Plant Destination Other 					
Address Enquiries to:					
Gabrielle Raina Plouffe					
Title:					
Senior Contracting Officer & Installations Management					
Email:					
gabri el l e. pl ouffe@agr. gc. ca					
Telephone Number Ext.	Fax Number				
514 315-6123	514 283-19	18			
Destination St. John's Research and Development Centre BLDG 25, 308 Brookfield Road St. John's, Newfoundland, A1E OB2					

Instructions: See Herein

Delivery Required	Delivery Offered	
March 31, 2016		
Vendor / Firm Name and Address		
Telephone Number Ext.	Fax Number	
Name and title of person authorized to sign on behalf of Vendor / Firm (type or print)		
Signature	Date	





Appendix "A"

GENERAL INSTRUCTIONS TO BIDDERS



GENERAL INSTRUCTIONS TO BIDDERS

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

GI01 COMPLETION OF BID

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



GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

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

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

GI03 APPLICABLE TAXES

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

GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

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

GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT

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

GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

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

GI07 BID SECURITY REQUIREMENTS

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

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

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

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

GI08 SUBMISSION OF BID

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

GI09 REVISION OF BID

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

GI10 REJECTION OF BID

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

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

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

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

GI11 BID COSTS

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

GI12 COMPLIANCE WITH APPLICABLE LAWS

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

GI13 APPROVAL OF ALTERNATIVE MATERIALS

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

GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

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



Appendix "B"

SPECIAL INSTRUCTIONS TO BIDDERS



SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 Non-Mandatory Site Visit
- S104 Revision of Bid
- S105 Bid Results
- SI06 Insufficient Funds
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 Web Sites
- SI10 Personnel Security Requirements

SI01 BID DOCUMENTS

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the INVITATION TO TENDER - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI13 of the GENERAL INSTRUCTIONS TO BIDDERS, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the INVITATION TO TENDER -Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.
- SI03 NON-MANDATORY SITE VISIT
- There will be a site visit on Wednesday, January, 13 , 2016 at 09:00 ● AM ○ PM Local Standard Time.



Interested bidders are to meet at:

St. John's Research and Development Centre
BLDG 25, 308 Brookfield Road
St. John's, NFL, A1E 0B2

SI04 REVISION OF BID

 A bid may be revised by letter or facsimile in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS. The facsimile number for receipt of revisions is 514 283-1918

SI05 BID RESULTS

1) Following bid closing, bid results may be obtained from the bid receiving office by email at gabri elle.plouffe@agr.gc.ca

SI06 INSUFFICIENT FUNDING

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

SI07 BID VALIDITY PERIOD

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

SI08 CONSTRUCTION DOCUMENTS

 The successful contractor will be provided with one paper copy of the sealed and signed plans, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of two (2), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL

Canadian economic sanctions http://www.international.gc.ca/sanctions/index.aspx?lang=eng

SI10 PERSONNEL SECURITY REQUIREMENTS

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



Appendix "C"

BID AND ACCEPTANCE FORM



BID AND ACCEPTANCE FORM

CONSTRUCTION CONTRACT - MAJOR WORKS

BA01 IDENTIFICATION							
Description of the Work To provide a new security system and card access system to the St. John's Research in Development Centre. The work includes but is not limited to the following items: Removal of existing door hardware, security system and card access system to multiple buildings located at the AAFC site in St. John's. Supply and installation of new door hardware, security system and card access system as indicated in the tender package.							
Solicitation Number				File / Project Nu	imber		
01B46-15-0235				1213-143110	D-P01		
BA02 BUSINESS N	BA02 BUSINESS NAME AND ADDRESS OF BIDDER						
Name							
Address							
Unit/Suite/Apt. Stree	et number	Number suffix	Street name			Street type	Street direction
PO Box or Route Nur	mber		Municipality (City, Town, etc.)	Town, etc.)		Province	Postal code
Phone number			Fax number	Email address			
BA03 THE OFFER							
1) The Bidder offers project in accorda	to Canada a ance with th	as represented e Bid Documen	by the Minister of Agriculture an ts for the Total Bid Amount of:	d Agri-food Cana	ada to perform and complet	te the Work for the	above named
\$		exclu	ding Applicable Taxes (GST/HS	T/QST).			
(to be expresse	ed in numbe	ers only)					
BA04 BID VALIDITY	Y PERIOD						
1) The bid shall not be withdrawn for a period of 60 days following the date of solicitation closing.							
BA05 APPENDICES	S						
 The following appendices are included in this Bid and Acceptance Form: Appendix 2 							
BA06 ACCEPTANC	CE AND CO	NTRACT					
 Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS. 							
BA07 CONSTRUCTION TIME							
1) The Contractor shall perform and complete the Work on or before 2016-03-31							
BA08 BID SECURITY							
1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS.							
2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit.							

Canadä

BA09 SIGNATURE			
	Name		
Name and title of person authorized			
to sign on behalf of Bidder	Title		
(type or print)			
	Signature	Date	
	Name		
	Title		
	Signature	Date	

BID AND ACCEPTANCE FORM CONSTRUCTION CONTRACT - MAJOR WORKS

APPENDIX 2

LIST OF SUBCONTRACTORS

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

LIST OF EQUIPMENT

LIST OF MATERIALS



Appendix "D"

MAJOR WORKS - GENERAL CONDITIONS

Agriculture and Agriculture et Agri-Food Canada Agroalimentaire Canada

MAJOR WORKS – GENERAL CONDITIONS

Page 1 of 54

MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:

Revision Date

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

Original Original Original Original Original Original Original Original Original

Canada

GC1 GENERAL PROVISIONS

- GC1.1 INTERPRETATION
 - GC1.1.1 Headings and References
 - GC1.1.2 Terminology
 - GC1.1.3 Application of Certain Provisions
 - GC1.1.4 Substantial Performance
 - GC1.1.5 Completion
- GC1.2 CONTRACT DOCUMENTS
 - GC1.2.1 General
 - GC1.2.2 Order of Precedence
 - GC1.2.3 Security and Protection of Documents and Work
- GC1.3 STATUS OF THE CONTRACTOR
- GC1.4 RIGHTS AND REMEDIES
- GC1.5 TIME OF THE ESSENCE
- GC1.6 INDEMNIFICATION BY THE CONTRACTOR
- GC1.7 INDEMNIFICATION BY CANADA
- GC1.8 LAWS, PERMITS AND TAXES
- GC1.9 WORKERS' COMPENSATION
- GC1.10 NATIONAL SECURITY
- GC1.11 UNSUITABLE WORKERS
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GC1.1 INTERPRETATION

GC1.1.1 Headings and References

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

GC1.1.2 Terminology

1) In the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC1.1.3 Application of Certain Provisions

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

GC1.1.4 Substantial Performance

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

of the Contract Amount at the time this cost is calculated.

2) Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and

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

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

GC1.1.5 Completion

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

GC1.2 CONTRACT DOCUMENTS

GC1.2.1 General

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

GC1.2.2 Order of Precedence

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

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

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

GC1.2.3 Security and Protection of Documents and Work

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

GC1.3 STATUS OF THE CONTRACTOR

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

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

GC1.4 RIGHTS AND REMEDIES

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

GC1.5 TIME OF THE ESSENCE

1) Time is of the essence of the Contract.

GC1.6 INDEMNIFICATION BY THE CONTRACTOR

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

GC1.7 INDEMNIFICATION BY CANADA

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

GC1.8 LAWS, PERMITS AND TAXES

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

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

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

GC1.9 WORKERS' COMPENSATION

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

GC1.10 NATIONAL SECURITY

- 1) If Canada determines that the Work is of a class or kind that involves national security, Canada may order the Contractor to
 - (a) provide Canada with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
 - (b) remove any person from the site of the Work if, in the opinion of Canada, that person may be a risk to the national security;

and the Contractor shall comply with the order.

 In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

GC1.11 UNSUITABLE WORKERS

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

GC1.12 PUBLIC CEREMONIES AND SIGNS

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

GC1.13 CONFLICT OF INTEREST

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

GC1.14 AGREEMENTS AND AMENDMENTS

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

GC1.15 SUCCESSION

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

GC1.16 ASSIGNMENT

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

GC1.17 NO BRIBE

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

GC1.18 CERTIFICATION - CONTINGENCY FEES

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

GC1.19 INTERNATIONAL SANCTIONS

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

GC2 ADMINISTRATION OF THE CONTRACT

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

GC2.1 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

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

GC2.2 INTERPRETATION OF CONTRACT

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

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

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

GC2.3 NOTICES

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

GC2.4 SITE MEETINGS

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

GC2.5 REVIEW AND INSPECTION OF WORK

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

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

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

GC2.6 SUPERINTENDENT

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

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

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

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

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

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

GC2.8 ACCOUNTS AND AUDITS

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

GC3 EXECUTION AND CONTROL OF THE WORK

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

GC3.1 PROGRESS SCHEDULE

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

GC3.2 ERRORS AND OMISSIONS

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

GC3.3 CONSTRUCTION SAFETY

 Subject to GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS, the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

GC3.4 EXECUTION OF THE WORK

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

GC3.5 MATERIAL

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

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

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

GC3.6 SUBCONTRACTING

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

GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

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

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

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

GC3.8 LABOUR

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

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

GC3.9 TRUCK HAULAGE RATES

CANCELLED

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

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

GC3.11 DEFECTIVE WORK

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

GC3.12 CLEANUP OF SITE

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

GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

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

GC4 PROTECTIVE MEASURES

- GC4.1 PROTECTION OF WORK AND PROPERTY
- GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS
- GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA
- GC4.4 CONTAMINATED SITE CONDITIONS

GC4.1 PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

GC4.4 CONTAMINATED SITE CONDITIONS

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

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

GC5 TERMS OF PAYMENT

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

GC5.1 INTERPRETATION

In these Terms of Payment

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

GC5.2 AMOUNT PAYABLE

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

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

GC5.3 INCREASED OR DECREASED COSTS

- The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment arising pursuant to the Labour Conditions.
- 2) Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs
 - (a) after the date of submission by the Contractor of its bid; or
 - (b) after the date of submission of the last revision, if the Contractor's bid was revised;

the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.

- 3) If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in GC2.8 ACCOUNTS AND AUDITS to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
- 4) For the purpose of paragraph 2) of GC5.3, if a tax is changed after the solicitation closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
- 5) Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

GC5.4 PROGRESS PAYMENT

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

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

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

whichever is later.

5) In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

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

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

whichever is later.

GC5.6 FINAL COMPLETION

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

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

whichever is later.

GC5.7 PAYMENT NOT BINDING ON CANADA

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

GC5.8 CLAIMS AND OBLIGATIONS

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

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

GC5.9 RIGHT OF SETOFF

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

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

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

GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

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

GC5.11 DELAY IN MAKING PAYMENT

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

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

GC5.12 INTEREST ON SETTLED CLAIMS

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

GC5.13 RETURN OF SECURITY DEPOSIT

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

GC6 DELAYS AND CHANGES IN THE WORK

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

GC6.1 CHANGES IN THE WORK

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

GC6.2 CHANGES IN SUBSURFACE CONDITIONS

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

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

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

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

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

GC6.4 DETERMINATION OF PRICE

GC6.4.1 Price Determination Prior to Undertaking Changes

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

GC6.4.2 Price Determination Following Completion of Changes

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

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

GC6.4.3 Price Determination - Variations in Tendered Quantities

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

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

GC6.5 DELAYS AND EXTENSION OF TIME

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

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

GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

- GC7.1. TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS
- GC7.2 SUSPENSION OF WORK
- GC7.3 TERMINATION OF CONTRACT

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

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

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

GC7.2 SUSPENSION OF WORK

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

GC7.3 TERMINATION OF CONTRACT

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

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

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

GC8 DISPUTE RESOLUTION

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

GC8.1 INTERPRETATION

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

GC8.2 CONSULTATION AND CO-OPERATION

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

GC8.3 NOTICE OF DISPUTE

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

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

GC8.4 NEGOTIATION

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

GC8.5 MEDIATION

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

the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

GC8.6 CONFIDENTIALITY

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

GC8.7 SETTLEMENT

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

GC8.8 RULES FOR MEDIATION OF DISPUTES

GC8.8.1 Interpretation

In these Rules

1) "Coordinator" means the person designated by Canada to act as the Dispute Resolution Coordinator.

GC8.8.2 Application

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

GC8.8.3 Communication

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

GC8.8.4 Appointment of Project Mediator

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

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

GC8.8.5 Confidentiality

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

GC8.8.6 Time and Place of Mediation

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

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

GC8.8.7 Representation

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

GC8.8.8 Procedure

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

GC8.8.9 Settlement Agreement

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

GC8.8.10 Termination of Mediation

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

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

GC8.8.11 Costs

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

GC8.8.12 Subsequent Proceedings

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

in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

GC9 CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

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

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

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

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

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

GC10 INSURANCE

GC10.1 INSURANCE CONTRACTS GC10.2 INSURANCE PROCEEDS

GC10.1 INSURANCE CONTRACTS

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

GC10.2 INSURANCE PROCEEDS

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

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



Appendix "E"

TECHNICAL SPECIFICATIONS & PLANS

AAFC ACCCRC Card Access and Security System Upgrade St. John's, NL Project No.: R.006393.001

ISSUED FOR TENDER

DATE October 23, 2015

ELECTRICAL PERMIT



ELECTRICAL STAMP



AAFC ACCCRC Card Access and Security System Upgrade Index

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PART 1 GENERAL

- 1.1 SECTION INCLUDES
 - .1 AAFC ACCCRC Card Access and Security System Upgrade, St. John's, NL.
 - .2 Contractor use of premises.
 - .3 Owner occupancy.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work of this Contract comprises of Card access and security system upgrade at the AAFC ACCCRC Buildings, St. John's, NL.
- .2 Work includes but not limited to:
 - .1 Removal of existing door hardware and supply and installation of new as indicated.
 - .2 Removal of existing security system and supply and installation of new as indicated.
 - .3 Removal of existing card access system and supply and installation of new as indicated.
 - .4 All cutting, patching and painting to match existing conditions.
 - .5 All other work indicated in this specification and on drawings.

1.3 CONTRACTOR USE OF PREMISES

- .1 Contractor has restricted use of site.
- .2 Coordinate use of premises under direction of Departmental Representative.
- .3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .4 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.
- .5 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by Departmental Representative.

1.4 OWNER OCCUPANCY

.1 Owner will occupy premises during entire construction period for execution of normal operations.

AAFC ACCCRC Card Access and Security System Upgrade Section 01 11 00 – Summary of Works

.2 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.5 RELATED WORK

- .1 The following specification sections are referenced to indicate work responsibilities as specified and carried in other versions.
 - .1 Section 26 05 00 Common Work Results Electrical.

1.6 ON-SITE DOCUMENTS

.1 Maintain at job site documents as indicated in Section 01 31 00 – Project Management and Coordination.

1.7 CONTRACT DOCUMENTS

.1 Legends and schedules in the Issued for Tender Drawings take precedence over the Technical Specifications with respect to products and materials identified.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

1.1 SECTION INCLUDES

- .1 Connecting to existing services.
- .2 Special scheduling requirements.

1.2 RELATED SECTIONS

- .1 Section 01 32 00 Construct Progress Documentation.
- .2 Section 01 56 00 Temporary Barriers and Enclosures.

1.3 EXISTING SERVICES

- .1 Notify Departmental's Representative and utility companies of intended interruption of services and obtain required permission.
- .2 Where Work involves breaking into or connecting to existing services, give Departmental's Representative 72 hours of notice for necessary interruption of mechanical or electrical service throughout course of work. Keep duration of interruptions minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.
- .3 Provide for pedestrian and vehicular traffic.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

1.1 SECTION INCLUDES

- .1 Coordination work with other contractors and subcontractors under administration of Departmental Representative.
 - .2 Scheduled project meetings.

1.2 RELATED SECTIONS

.1 Section 01 11 00 - Summary of Work.

1.3 DESCRIPTION

.1 Coordination of progress schedules, submittals, use of site, temporary utilities, construction facilities, and construction Work, with progress of Work of other contractors and subcontractors under instructions of Departmental Representative.

1.4 PROJECT MEETINGS

- .1 Project meetings to be held at times and locations as determined by Departmental Representative.
- .2 Departmental Representative will arrange project meetings and record and distribute minutes.

1.5 CONSTRUCTION ORGANIZATION AND START-UP

- .1 Within 10 days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Establish time and location of meetings and notify parties concerned minimum 5 days before meeting.
- .3 Agenda to include following:
 - .1 Appointment of official representative of participants in Work.
 - .2 Schedule of Work, progress scheduling in accordance with Section 01 32 00 -Construction Progress Documentation.
 - .3 Schedule of submission of shop drawings, samples, colour chips in accordance with Section 01 33 00 Submittal Procedures.
 - .4 Delivery schedule of specified equipment in accordance with Section 01 32 00 -Construction Progress Documentation.
 - .5 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, and administrative requirements.
 - .6 Record drawings in accordance with Section 01 78 00 Closeout Submittals.
 - .7 Maintenance manuals in accordance with Section 01 78 00 Closeout Submittals.

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		Take over procedures, acceptance, and warranties in accordance with Section 01.77
		00 - Closeout Procedures and 01 78 00 - Closeout Submittals.
		.9 Monthly progress claims, administrative procedures, photographs, and holdbacks.
		.10 Appointment of inspection and testing agencies or firms in accordance with Section 01 45 00 - Quality Control.
	.4	Comply with Departmental Representative's allocation of mobilization areas of site; for field offices, for access, traffic, and parking facilities.
	.5	During construction coordinate use of site and facilities through Departmental Representative's procedures for intra-project communications: Submittals, reports and records, schedules, coordination of drawings, recommendations, and resolution of ambiguities and conflicts.
1.6		ON-SITE DOCUMENTS
	.1	Maintain at job site, one copy each of the following:
		.1 Contract drawings.
		.2 Specifications.
		.3 Addenda.
		.4 Reviewed shop drawings.
		.5 List of outstanding shop drawings.
		.6 Change orders.
		.7 Other modifications to Contract.
		.8 Field test reports.
		.9 Copy of approved Work schedule.
		.10 Health and Safety Plan and other Safety related documents.
		.11 Manufacturers' installation and application instructions.
		.12 Labour conditions and wage schedules.
		.13 Other documents as specified.
1.7		SCHEDULES
	.1	Submit preliminary construction progress schedule in accordance with Section 01 32 00 - Construction Progress Documents to Departmental Representative coordinated with Departmental Representative's project schedule. Schedule to show anticipated progress stages and final completion of work within time period required by contract documents.
	.2	After review, revise and resubmit schedule to comply with project schedule requirements.
	.3	During progress of Work revise and resubmit at project progress meetings or as directed by Departmental Representative.
1.8		SUBMITTALS
	.1	Make submittal to Departmental Representative for review.

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.2	Submit preliminary shop drawings, product data and samples in accordance with Section 01 33 00 – Submittal Procedures for review for compliance with Contract Documents; for field dimensions and clearances, for relation to available space, and for relation to Work of other contracts. After review, revise and resubmit for transmittal to Departmental Representative.
.3	Submit requests for payment for review to Departmental Representative.
.4	Submit requests for interpretation of Contract Documents, and obtain instructions through Departmental Representative.
.5	Process change orders through Departmental Representative.
.6	Deliver closeout submittals for review by Departmental Representative.
1.9	COORDINATION DRAWINGS
.1	Provide information required by Departmental Representative for preparation of coordination drawings.
.2	Review and approve revised drawings for submittal to Departmental Representative.
.3	Departmental Representative may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in contract documents.
1.10	CLOSEOUT PROCEDURES
.1	Notify Departmental Representative when Work is considered ready for Substantial Performance.
.2	Accompany Departmental Representative on preliminary inspection to determine items listed for completion or correction.
.3	Comply with Departmental Representative's instructions for correction of items of Work listed in executed certificate of Substantial Performance and for access to Departmental-occupied areas.
.4	Notify Departmental Representative of instructions of items of Work determined in Departmental Representative's final inspection.
PART 2	PRODUCTS (NOT APPLICABLE)
PART 3	EXECUTION (NOT APPLICABLE)

- 1.1 RELATED SECTIONS
 - .1 Section 01 77 00 Closeout Procedures.

1.2 SCHEDULES REQUIRED

- .1 Submit schedules as follows:
 - .1 Construction Progress Schedule.
 - .2 Submittal Schedule for Shop Drawings and Product Data.
 - .3 Product Delivery Schedule.
 - .4 Shutdown or closure activity.

1.3 FORMAT

- .1 Prepare schedule in form of a horizontal bar chart.
- .2 Provide a separate bar for each major item of work, trade or operation.
- .3 Split horizontally for projected and actual performance.
- .4 Provide horizontal time scale identifying first work day of each week.
- .5 Format for listings: chronological order of start of each item of work.
- .6 Identification of listings: By Systems description.

1.4 SUBMISSION

- .1 Submit initial format of schedules within 10 working days after award of Contract.
- .2 Submit schedules in electronic format, forward on disc as PDF files.
- .3 Submit one opaque reproduction, plus 2 copies to be retained by Departmental Representative.
- .4 Departmental Representative will review schedule and return review copy within 10 days after receipt.
- .5 Resubmit finalized schedule within 7 days after return of review copy.
- .6 Submit revised progress schedule with each application for payment.
- .7 Distribute copies of revised schedule to:
 - .1 Job site office.
 - .2 Subcontractors.
 - .3 Other concerned parties.

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.8 Instruct recipients to report to Contractor within 10 days, any problems anticipated by timetable shown in schedule.

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1.5 CRITICAL PATH SCHEDULING

- .1 Include complete sequence of construction activities.
- .2 Include dates for commencement and completion of all major elements of construction.
- .3 Show projected percentage of completion of each item as of first day of month.
- .4 Indicate progress of each activity to date of submission schedule.
- .5 Show changes occurring since previous submission of schedule:
 - .1 Major changes in scope.
 - .2 Activities modified since previous submission.
 - .3 Revised projections of progress and completion.
 - .4 Other identifiable changes.
- .6 Provide a narrative report to define:
 - .1 Problem areas, anticipated delays, and impact on schedule.
 - .2 Corrective action recommended and its effect.
 - .3 Effect of changes on schedules of other prime contractors.

1.6 SUBMITTALS SCHEDULE

- .1 Include schedule for submitting shop drawings and product data.
- .2 Indicate dates for submitting, review time, resubmission time, last date for meeting fabrication schedule.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

- 1.1 SECTIONS INCLUDE
 - .1 Shop drawings and product data.

1.2 RELATED SECTIONS

- .1 Section 01 32 00 Construction Progress Documentation.
- .2 Section 01 45 00 Quality Control
- .3 Section 01 78 00 Closeout Submittals

1.3 ADMINISTRATIVE

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

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- .10 Make any changes in submissions which Departmental Representative may require consistent with Contract Documents and resubmit as directed by Departmental Representative. When resubmitting, notify Departmental Representative in writing of revisions other than those requested.
- .11 Notify Departmental Representative, in writing, when resubmitting, of any revisions other than those requested by Departmental Representative.
- .12 Keep one reviewed copy of each submission on site.

1.4 SUBMITTALS

- .1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .2 Coordinate each submission with requirements of work and Contract Documents. Individual submissions will not be reviewed until all related information is available.
- .3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .4 Allow 10 days for Departmental Representative review of each submission.
- .5 Adjustments made on shop drawings by Departmental Representative are not intended to change contract price. If adjustments affect value of Work, state such in writing to Departmental Representative immediately after receipt of approval of shop drawings. If value of work is to change a change order must be issued prior to proceeding with work.
- .6 Accompany submissions with transmittal letter, containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample.
 - .5 Other pertinent data.
- .7 Submissions shall include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.

- .3 Manufacturer.
- .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .5 Details of appropriate portions of Work as applicable:
 - .1 Fabrication.
 - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - .3 Setting or erection details.
 - .4 Capacities.
 - .5 Performance characteristics.
 - .6 Standards.
 - .7 Operating weight.
 - .8 Wiring diagrams.
 - .9 Single line and schematic diagrams.
 - .10 Relationship to adjacent work.
- .8 After Departmental Representative review, distribute copies.
- .9 Submit 3 prints plus one electronic copy in PDF format of shop drawings for each requirement requested in specification Sections and as Departmental Representative may reasonably request.
- .10 Submit electronic copy in PDF format of product data sheets or brochures for requirements requested in Specification Sections and as requested by Departmental Representative where shop drawings will not be prepared due to standardized manufacture of product.
- .11 Delete information not applicable to project.
- .12 Supplement standard information to provide details applicable to project.
- .13 Cross-reference product data information to applicable portions of Contract Documents.
- .14 If upon review by Departmental Representative, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of work may proceed.
- 1.5 MOCK-UPS
 - .1 Erect mock-ups in accordance with Section 01 45 00 Quality Control.

1.6 PROGRESS PHOTOGRAPHS

.1 Progress photograph to be electronically formatted and labelled as to location and view.

1.7 SHOP DRAWINGS REVIEW

.1 The review of shop drawings by Departmental Representative is for the sole purpose of ascertaining conformance with the general concept. This review shall not mean that Departmental Representative approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the construction and contract documents. Without restricting the generality of the foregoing, the Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains to fabrication processes or to techniques of construction and installation and for co-ordination of the work of all sub-trades.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

1.1 **REFERENCES**

- .1 Canadian Standards Association (CSA)
 - .1 CAN/CSA-Z259.1 Body Belts and Saddles for Work Positioning and Travel Restraint.
 - .2 CAN/CSA-Z259.10 Full body Harnesses.
 - .3 CAN/CSA-Z259.11 Energy Absorbers and Lanyards.
 - .4 CAN/CSA-Z259.2.1 Fall Arresters, Vertical Lifelines and Rails.
 - .5 FCC No. 301 Standard for Construction Operations.
 - .6 CSA Z797, Code of Practice for Access Scaffold.
- .2 FCC No. 302 Standard for Welding and Cutting.
- .3 Transportation of Dangerous Goods Act Regulations.
- .4 Newfoundland Occupational Health and Safety Act, Amended
- .5 Consolidated Newfoundland and Regulations 1149 WMIS Regulations Under the Occupational Health and Safety Act
- .6 Consolidated Newfoundland and Regulations Occupational Health and Safety Regulations under the Occupational Health and Safety Act.
- .7 Canada Labour Code, Part 2.
- .8 National Building Code of Canada.
- .9 Department of Transportation and Works Occupational Health and Safety Manual.

1.2 RELATED SECTIONS

- .1 Section 01 33 00 Submittal Procedures.
- .2 Section 01 35 43 Environmental Procedures.
- .3 Section 01 41 00 Regulatory Requirements.
- .4 Section 02 82 00.02 Asbestos Abatement.

1.3 SUBMITTALS

- .1 At least 10 (ten) working days prior to commencing any site work: submit to Departmental Representative copies of:
 - .1 A complete Site Specific Health and Safety Plan.

- .2 Acceptance of the Site Specific Health and Safety Plan and other submitted documents by the Departmental Representative shall only be viewed as acknowledgement that the contractor has submitted the required documentation under this specification section.
- .3 Departmental Representative makes no representation and provides no warranty for the accuracy, completeness and legislative compliance of the Site Specific Health and Safety Plan and other submitted documents by this acceptance.
- .4 Responsibility for errors and omissions in the Site Specific Health and Safety Plan and other submitted documents is not relieved by acceptance by Departmental Representative.

1.4 OCCUPATIONAL HEALTH AND SAFETY (SITE SPECIFIC HEALTH AND SAFETY PLANS)

- .1 Conduct operations in accordance with latest edition of the Newfoundland Occupational Health and Safety (OH&S) Act and Regulations, with specific reference to codes and standards referenced therein, and the Department of Transportation and Works Occupational Health and Safety Manual (http://www.tw.gov.nl.ca/publications/ohs_full.pdf).
- .2 Prepare a detailed Site Specific Health and Safety Plan that shall identify, evaluate and control job specific hazards and the necessary control measures to be implemented for managing hazards.
- .3 Provide a copy of the Site Specific Health and Safety Plan upon request to Occupational Health and Safety Branch, Services NL, Province of Newfoundland and Labrador and the Departmental Representative.
- .4 The written Site Specific Health and Safety Plan shall incorporate the following:
 - .1 Hazard assessment results.
 - .2 Engineering and administrative demonstrative controls (work-practices and procedures) to be implemented for managing identified and potential hazards, and comply with applicable federal and provincial legislation and more stringent requirements that have been specified in these specifications.
 - .3 An organizational structure which shall establish the specific chain of command and specify the overall responsibilities of contractor's employees at the work site.
 - .4 A comprehensive workplan which shall:
 - .1 define work tasks and objectives of site activities/operations and the logistics and resources required to reach these tasks and objectives.
 - .2 establish personnel requirements for implementing the plan, and
 - .5 A personal protected equipment (PPE) Program which shall detail PPE:
 - .1 Selection criteria based on site hazards.
 - .2 Use, maintenance, inspection and storage requirements and procedures.
 - .3 Decontamination and disposal procedures.

- .4 Inspection procedures prior to during and after use, and other appropriate medical considerations.
- .5 Limitations during temperature extremes, heat stress and other appropriate medical consideration.
- .6 An emergency response procedure, refer to Clause 1.5 Supervision and Emergency Response Procedure of this section fro requirements.
- .7 A hazard communication program for informing workers, visitors and individuals outside of the work area as required. This will include but not be limited to a visitor safety and orientation policy and program that will include education on hazards, required PPE and accompaniment while on site.
- .8 A hearing conservation program in accordance with the OHS Regulations.
- .9 A recent (current year) inspection form for all powered mobile equipment that will be used in fulfilling the terms of the contract. The inspection form shall, at a minimum, state that the equipment is in a safe operating condition.
- .10 An acceptable parking policy for all powered mobile equipment to be used on this project. The policy shall, at a minimum, be based on a hazard assessment that considers factors such as equipment type, potential for roll over, load capacity of the parking area, pedestrian and vehicular traffic, and potential for equipment tampering, equipment energy, and equipment contact with power lines.
- .11 A health and safety training program which includes a safety training matrix.
- .12 General safety rules.
- .5 Periodically review and modify as required each component of the Site Specific Health and Safety Plan when a new hazard is identified during completion of work and when an error or omission is identified in any part of the Site Specific Health and Safety Plan.
- .6 Review the completeness of the hazard assessment immediately prior to commencing work, when a new hazard is identified during completion of work and when an error or omission is identified.
 - .1 Be solely responsible for investigating, evaluating and managing any report of actual or potential hazards.
 - .2 Clearly define accident incident investigation procedures.
 - .3 Clearly define policy and processes for early and safe return to work.
 - .4 Retain copies of all completed hazard assessments at the project site and make available to the Departmental Representative immediately upon request.
- .7 Implement all requirements of the Site Specific Health and Safety Plan.
 - .1 Ensure that every person entering the project site is informed of requirements under the Site Specific Health and Safety Plan.
 - .2 Take all necessary measures to immediately implement any engineering controls, administrative contacts, personal protective equipment required or termination of work procedures to ensure compliance with the Site Specific Health and Safety Plan.

1.5 SUPERVISION AND EMERGENCY RESCUE PROCEDURE

- .1 Carry out work under the direct supervision of competent persons responsible for safety by ensuring the work complies with the appropriate section of OH&S Act and Regulations
- .2 Assign a sufficient number of supervisory personnel to the work site.
 - .1 Any person assigned to supervisory duties shall not conduct significant work in relation to the contract that inhibits them from the ability to properly supervise the work site.
- .3 Provide a suitable means of communications and check–in for workers required to work alone.
- .4 Develop an emergency rescue plan for the job site and ensure that supervisors and workers are trained in the emergency rescue plan.
- .5 The emergency response plan shall address, as a minimum:
 - .1 Pre-emergency planning.
 - .2 Personnel roles, lines of authority and communication.
 - .3 Emergency recognition and prevention.
 - .4 Safe distances and places of refuge.
 - .5 Site security and control
 - .6 Evacuation routes and procedures
 - .7 Decontamination procedures which are not covered by the site specific safety and health plan.
 - .8 Emergency medical treatment and first aid.
 - .9 Emergency alarm, notification and response procedures including procedures for reporting incidents to local, provincial and federal government departments.
 - .10 PPE and emergency equipment.
 - .11 Procedures for handling emergency incidents.
 - .12 Site specific emergency response training requirements and schedules.
- .6 The emergency response procedures shall be rehearsed regularly as part of the overall training program.
- .7 Provide adequate first aid facilities for the jobsite and ensure that a minimum number of workers are trained in first aid in accordance with the First Aid Regulations.

1.6 CONTRACTORS SAFETY OFFICER

- .1 The contractor shall employ a Contractor's Safety Officer (CSO) who shall have as a minimum:
 - .1 Completed training in hazardous materials management and response/protocols.

- .2 Completed training in the use, maintenance of fall protection systems certified by WHSCC at a minimum.
- .3 Completed training in the erection and inspection of scaffolding.
- .4 Completed training in confined space entry protocols, techniques and rescue plans, certified by WHSCC at a minimum.
- .5 Completed supervisory training.
- .6 Completed training in records and statistics.
- .7 Completed training is hazard identification, inspections, analysis and control.
- .8 Completed training in WHMIS.
- .9 Completed training in health and safety program content.
- .10 Completed training in investigations and reporting.
- .11 Completed training in occupational health/hygiene.
- .12 Completed training in employee training and communication.
- .13 Completed training in Emergency Preparedness and First Aid.
- .14 A working knowledge of occupational safety and health legislation and regulations (specific to Newfoundland and Labrador).
- .15 A working knowledge of safe work practices required for execution of the work and operation of equipment specific to the project.
- .16 A working knowledge of site safety and house keeping.
- .17 A working knowledge of preventative maintenance program for Construction Site Equipment.
- .2 The CSO shall:
 - .1 Be responsible for implementing, daily enforcement, monitoring and updating of the Site Specific Health and Safety Plan.
 - .2 Be responsible for the delivery of the site safety orientation and ensure that the personnel who have not been orientated are not permitted to enter the site.
 - .3 Report directly to and be under direction of the site superintendent or Contractor's Project Manager.
 - .4 Prior to mobilization on-site, hold an orientation meeting with the contractors, subcontractors and Departmental Representative to review project occupational health and safety. Include but not limit meeting to a review of:
 - .1 Site Specific Health and Safety Plan.
 - .2 Construction Safety Measures.
 - .3 Supervision and Emergency Rescue Procedures.
 - .4 Hazard Assessments
 - .5 Maintain a daily log of inspections, meetings, infractions and mitigating measures. Log is to be filed daily and copied to be the site superintendent and Departmental Representative.

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1.7 HEALTH AND SAFETY COMMITTEE

.1 Establish an Occupational Health and Safety Committee where ten or more workers are employed on the job site as per the OH&S Act and Regulations.

1.8 **RESPONSIBILITY**

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with Site Specific Health and Safety Plan.
- .3 Where life safety risks exist, the contractor must stop the work until such time as the risk can be mitigated to a safe level.
- .4 Take appropriate steps to ensure that the hazards are mitigated to a safe level, workers are notified of the hazards and how to protect themselves. As well, workers must be provided with any new safe work practices or information regarding mitigation of the risk.

1.9 UNFORSEEN HAZARDS

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

1.10 INSTRUCTION AND TRAINING

- .1 Workers shall not participate in or supervise any activity on the work site until they have been trained to a level required by this job function and responsibility. Training shall as a minimum thoroughly cover the following:
 - .1 Federal and Provincial Health and Safety Legislation requirements including roles and responsibilities of workers and person(s) responsible for implementing, monitoring and enforcing health and safety requirements.
 - .2 Safety and health hazards associated with working on a contaminated site including recognition of symptoms and signs which might indicate over exposure to hazards.
 - .3 Limitations, use, maintenance and disinfection-decontamination of personal protective equipment associated with completing work.
 - .4 Limitations, use, maintenance and care of engineering controls and equipment.
 - .5 Limitations and use of emergency notifications and response equipment including emergency response protocol.
 - .6 Work practices and procedures to minimize the risk of an accident and hazardous occurrence from exposure to a hazard.

- .2 Provide and maintain training of workers, as required, by Federal and Provincial legislation.
- .3 Provide copies of all training certificates to Departmental Representative for review, before a worker is to enter the work site.
- .4 Authorized visitors shall not access the work site until they have been:
 - .1 Notified of the names of persons responsible for implementing, monitoring and enforcing the Site Specific Health and Safety Plan.
 - .2 Briefed on safety and health hazards present on the site.
 - .3 Instructed in the proper use and limitations of personal protective equipment.
 - .4 Briefed as the emergency response protocol including notification and evacuation process.
 - .5 Informed of practices and procedures to minimize risks from hazards and applicable to activities performed by visitors.
 - .6 Accompanied while on site, and provided with the appropriate PPE.
- .5 All workers will be instructed and trained on the hazards associated with work they will perform and how to protect themselves. This will include a review of all safe work practices, the reporting and documentation of hazards, reporting accidents and injuries as well as, formal training in areas of high risk (i.e. fall protection, power line hazards, traffic control persons training).
- .6 The work site shall have the appropriate number of persons trained in emergency and Standard First Aid according to the First Aid Regulations.

1.11 CONSTRUCTION SAFETY MEASURES

- .1 Observe construction safety measures of National Building Code, latest edition, Provincial Government, OH&S Act and Regulations, Workplace Health and Safety Compensation Commission and Municipal Authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.
- .2 Administer the project in a manner that will ensure, at all times, full compliance with Federal and Provincial Acts, regulations and applicable safety codes and the Site Specific Health and Safety Plan.
- .3 Provide Departmental Representative with copies of all orders, directions and any other documentation, issued by the Occupational Health and Safety Branch, Services NL, immediately after receipt.

1.12 POSTING OF DOCUMENTS

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

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1.13 HEALTH AND SAFETY MONITORING

- .1 Periodic inspections of the contractor's work may be carried out by the Departmental Representative to maintain compliance with the Health and Safety Program. Inspections will include visual inspections as well as testing and sampling as required.
- .2 The contractor shall be responsible for any and all costs associated with delays as a result of contractor's failure to comply with the requirements outlined in this section.

1.14 NOTIFICATION

- .1 For projects exceeding thirty (30) days or more, the contractor shall, prior to the commencement of work, notify in writing the Occupational Health and Safety Branch, Services NL with the following information:
 - .1 Name and location of construction site.
 - .2 Company name and mailing address of contractor doing the work.
 - .3 The number of workers to be employed.
 - .4 A copy of the Site Specific Health and Safety Plan if requested.

1.15 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Departmental Representative.
- .2 Provide Departmental Representative with written report of action taken to correct noncompliance of health and safety issues identified.
- .3 Departmental Representative may stop work if non-compliance of health and safety regulations is not corrected.

1.16 WHMIS

- .1 Ensure that all controlled products are in accordance with the Workplace Hazardous Materials Information System (WHMIS) Regulations and Chemical Substances of the OH&S Act and Regulations regarding use, handling, labelling, storage, and disposal of hazardous materials.
- .2 Deliver copies of relevant Material Safety Data Sheets (MSDS) to job site and the Departmental Representative. The MSDS must be acceptable to Labour Canada and Health and Welfare Canada for all controlled products that will be used in the performance of this work.
- .3 Train workers required to use or work in close proximity to controlled products as per OH&S Act and Regulations.
- .4 Label controlled products at jobsite as per OH&S and Regulations.
- .5 Provide appropriate emergency facilities as specified in the MSDS where workers might be exposed to contact with chemicals, e.g. eye-wash facilities, emergency shower.

- .1 Workers to be trained in use of such emergency equipment.
- .6 Contractor shall provide appropriate personal protective equipment as specified in the MSDS where workers are required to use controlled products.
 - .1 Properly fit workers for personal protective equipment
 - .2 Train workers in care, use and maintenance of personal protective equipment.
- .7 No controlled products are to be brought on-site without prior approved MSDS.
- .8 The MSDS are to remain on site at all times.

1.17 OVERLOADING

.1 Ensure no part of work or associated equipment is subjected to loading that will endanger its safety or will cause permanent deformation.

1.18 FALSEWORK

.1 Design and construct falsework in accordance with CSA S269.1.

1.19 SCAFFOLDING

- .1 Design, erect, inspect, operate, modify, and dismantle scaffolding in accordance with CSA Z797, the OH&S Act and Regulations, and the scaffold manufacturer's written instructions.
- .2 Provide trained and certified Competent Scaffold Erectors for all scaffold erection, modification and dismantling.
- .3 Conduct and document daily inspections of scaffolding by trained and certified Competent Scaffold Inspectors or Erectors.
- .4 Provide a scaffold tagging system as described in CSA Z797.
- .5 Ensure that all industry best practices for safe scaffold usage, including fall protection, proper loading, safe access, electrical hazards, exit door management and other concerns are strictly adhered to.

1.20 WORKING AT HEIGHTS

- .1 Ensure that fall restraint or fall arrest devices are used by all workers working at elevations greater than 3.05 meters above grade or floor level in accordance with CSA Z259, where alternate fall protection systems are not provided in accordance with Occupational Health and Safety Act and Regulations.
- .2 All workers performing work at height and who will be required to utilize a fall arrest system must be trained in a fall protection program certified by the WHSCC.

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.3 Prior to working at height workers shall be instructed in a Contractor SWP for working at height and associated rescue plan for working at height developed specific to the work, locations and risks.

1.21 PERSONAL PROTECTIVE EQUIPMENT

- .1 Ensure workers on the jobsite use personal protective equipment appropriate to the hazards identified in the Site Specific Health and Safety Plan and those workers are trained in the proper care, use, and maintenance of such equipment.
- .2 PPE selections shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, task-specific conditions, duration and hazards and potential hazards identified on site.
- .3 Provide all workers and up to five (5) visitors to the site with CSA approved eye protection sufficient to act as a protective barrier between the eye and airborne contaminants, hazardous materials and physical hazard.
- .4 Provide workers and up to five (5) visitors to the site with CSA approved hard hats meeting the CSA Z94.1.
- .5 Provide high visibility apparel as defined in Occupational Health and Safety Regulations.
- .6 Provide CSA approved safety boots meeting CSA Z195.
- .7 Provide other personal protective equipment, as may be required by the Departmental Representative, depending on duties being performed.

1.22 TRAFFIC CONTROL

.1 Provide traffic control measures when working on, or adjacent to, roadways in accordance with the "Traffic Control Manual for Roadwork Operations", Department of Transportation and Works.

1.23 **HAZARDOUS** MATERIALS

- .1 Should material resembling hazardous materials (e.g. asbestos/mould) not previously identified/documented be encountered during the execution of work and notify Departmental Representative. Do not proceed until written instructions have been received from Departmental Representative.
- .2 Unless otherwise noted the services of a recognized Environmental Consultant to provide all air monitoring and testing services required by regulatory requirements for hazardous materials abatement and repair.

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1.24 WORK STOPPAGE

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

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE

1.1 DISPOSAL OF WASTES

- .1 Do not bury rubbish and waste materials on site.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.2 SITE CLEARING AND PLANT PROTECTION

- .1 Protect trees and plants on site and adjacent properties where indicated.
- .2 Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m.
- .3 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- .4 Minimize stripping of topsoil and vegetation.
- .5 Restrict tree removal to areas indicated or designated by Departmental Representative.

1.3 WORK ADJACENT TO WATERWAYS

- .1 Do not operate construction equipment in waterways.
- .2 Do not use waterway beds for borrow material.
- .3 Do not dump excavated fill, waste material or debris in waterways.
- .4 Design and construct temporary crossings to minimize erosion to waterways.
- .5 Do not skid logs or construction materials across waterways.
- .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.
- .7 Do not blast under water or within 100 m of indicated spawning beds.

1.4 NOTIFICATION

.1 Departmental Representative will notify Contractor in writing of observed noncompliance with Federal, Provincial or Municipal environmental laws or regulations, permits, and other elements of environmental protection. Contractor: after receipt of such notice, inform Departmental Representative of proposed corrective action and take such action as approved by Departmental Representative.

- .2 Departmental Representative may issue stop order of work until satisfactory corrective action has been taken.
- .3 No time extensions will be granted or equitable adjustments allowed to Contractor for such suspensions.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

1.1 SUMMARY

- .1 Where building related projects involve work that could potentially disturb asbestos or lead based paints, disturbances must be carefully controlled by registered abatement contractors in accordance with the Occupational Health and Safety Regulations (OHS) and other applicable Sections in this Contract. The purpose of this procedure is to ensure that nuisance dust, not containing asbestos or lead, is controlled in an effective manner.
- .2 Section includes:
 - .1 Ensuring any maintenance, repair, construction or renovation activity that impacts building materials or creates dust is performed in such a way as to eliminate, minimize, contain and clean up any and all dust generated by the activity. This applies to work preparation, work activities and post-work activities.
 - .2 This applies to, but is not limited to, the following types of dust generating activities:
 - .1 Disturbing gypsum board, plaster or other surfacing materials.
 - .2 Disturbing concrete or wood containing materials.
 - .3 Handing or disturbing fibrous building insulation.
 - .4 Generating welding fumes: in addition to the requirements of this procedure, a hot work permit is also required to be completed by the contractor and submitted to the Departmental Representative for review if hot work is required in an occupied building.

1.2 RELATED WORK

- .1 Division 1 General Requirements.
- .2 Section 02 82 00.02 Asbestos Abatement.

Section 06 10 00 – Rough Carpentry. Reference NL Master Specification Guide for Public Funded Buildings: <u>http://www.tw.gov.nl.ca/works/masterspec/masterspec.html</u> for section.

.3 Section 07 26 00 - Vapour Retarder. Reference NL Master Specification Guide for Public Funded Buildings: <u>http://www.tw.gov.nl.ca/works/masterspec/masterspec.html</u> for section.

1.3 REFERENCES

- .1 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-1.205, Sealer for Application to Asbestos-Fibre-Releasing Materials.

- .2 Canadian Standards Association (CSA)
 - .1 CAN/CSA Z317.13-F07, Infection Control During Construction, Renovation and Maintenance of Health Care Facilities.

PART 2 PRODUCTS

2.1 MATERIALS

- .1 Polyethylene sheet in accordance with Section 07 26 00 Vapour Retarders. Reference NL Master Specification Guide for Public Funded Buildings: http://www.tw.gov.nl.ca/works/masterspec/masterspec.html for section.
- .2 Wood studs for stand-alone barriers in accordance with Section 06 10 00 Rough Carpentry. Reference NL Master Specification Guide for Public Funded Buildings: http://www.tw.gov.nl.ca/works/masterspec/masterspec.html for section.

PART 3 EXECUTION

3.1 PRE-WORK ACTIVITIES

- .1 The contractor shall ensure the following prior to commencing work:
 - .1 Specific dust generating activities and associated controls shall be addressed in the Site Specific Health and Safety Plan.
 - .2 Workforce, including sub-contractors, must be made aware of the site dust control requirements.
 - .3 Check the various work zones within the building and adjacent areas to confirm the area are clean.
 - .4 Access to all active work areas shall be restricted to authorized contractors.
 - .5 For occupied buildings, dust generating activities shall be performed after normal hours of operations, unless prior permission if received from the Departmental Representative.

3.2 WORK ACTIVITIES

- .1 Dust producing projects shall be classified as small scale, medium scale or large scale projects, as detailed in paragraph 3.3.
- .2 For all dust generating activities, Contractor is required to have Site Safety Officer present to ensure dust control procedures are properly followed.
- .3 Any dust related complaints brought to the Contractors attention, must be immediately reported to Departmental Representative, and an incident investigation must be initiated to prevent reoccurrence.

- .4 Where practical, dust generation should be eliminated or minimized through the use of proper engineering controls (i.e. containment at source such as drilling wall surface through a wet sponge, wet suppression, use of HEPA vacuum equipped tools, etc).
- .5 Dust generating power tools shall be equipped with HEPA filtered dust collectors where practical. Power tools capable of generating dust without dust collection shall only be used in conjunction with suitable work area containment and with Departmental Representative approval.
- .6 Walk-off mats shall be employed for medium and large scale dust generating projects at all worker entrances/exits. Purpose of these mats is to trap dust from equipment and shoes of personnel leaving the dust contaminated work zone. Mats shall be vacuumed daily, or more frequently as necessary, using HEPA filtered vacuums. Mats shall be of sufficient size to place both feet on mat at once.

3.3 **PROJECT CLASSIFICATION**

- .1 Class A Small Scale Project: (Dust producing activities disturbing less than one (1) linear meter or one (1) square meter of material. These are small scale, short duration jobs generating minimal dust.
 - .1 Some examples include:
 - .1 Installing wires or cables, sanding/repairing small section of wall, cutting out gypsum board to install receptacles.
 - .2 Carry out Work as follows:
 - .1 Remove all furniture, fixtures and belongings from the work area to a minimum of 1.5 m in all directions.
 - .2 Restrict access to immediate work area. Keep all doors closed where practical. Post "Dust Hazard Area Do Not Enter" signs at all entrances to work area. In common areas use barrier tape to establish the regulated area.
 - .3 Place a drop cloth of polyethylene sheeting immediately underneath the work area extending a minimum of 1.5 m in each direction (unless flooring is easily cleanable).
 - .4 Cover all air return or exhaust vents if within 1.5 m of the work area with polyethylene sheeting and duct tape.
 - .5 Complete the task, minimizing dust production, as prescribed in paragraph 3.2 Work Activities.
 - .6 When the work is completed, wet-wipe polyethylene sheeting and flooring and if necessary, other areas close by with a damp rag.
 - .7 Visually inspect the area for any remaining dust and wet wipe as necessary.
 - .8 If installed, remove polyethylene sheeting from air return and exhaust vents.

- .9 Where practical, transport debris after hours using least congested and most direct routes. If any debris is spilled outside the work area, immediately wet-wipe debris.
- .10 Clean all tools and equipment before removal from the work area.
- .2 .Class B Medium Scale Project (Dust producing activities disturbing greater than one (1) square meter and less than 30 square meters of material) with anticipated moderate dust levels that are typically one shift or more in duration.
 - .1 Examples include:
 - .1 Sanding several sheets of gypsum board.
 - .2 Electrical work above ceiling tiles where general debris is known above the ceiling.
 - .3 Removing numerous ceiling tiles in an area.
 - .4 New wall construction.
 - .2 Carry out the Work as follows:
 - .1 Determine the most effective way of isolating the work area from occupants (i.e. using plastic barriers or by sealing off doors).
 - .2 Complete all items specified under small scale projects.
 - .3 While performing the work, limit the dust generated by removing the materials in sections, lightly misting the material as necessary. Debris shall be bagged immediately for disposal. In addition to wet wiping, HEPA filtered vacuum systems shall be employed where practical to limit airborne dust.
 - .4 When the task is completed, HEPA vacuum and/or wet wipe the polyethylene sheeting.
 - .5 Prior to removing any temporary wall partitions from floor to ceiling or polyethylene barriers, a final inspection shall be preformed by the Site Safety Officer or designate to ensure proper clean up has been completed. This inspection shall be documented by the Contractor and made available at the request of the Departmental Representative.
 - .6 Establishment of containment may result in the accumulation of dust within the enclosure. As such, the need for respiratory protection and decontamination would be greater than for small scale projects (i.e. N95 half face respirator with tyvek body covering).
- .3 Class C Large Scale Projects (Dust Producing Activities disturbing greater than 30 meters of material with anticipated high dust levels and typically involves multiple work shifts.
 - .1 Examples include:
 - .1 Major demolition or construction.
 - .2 Extensive renovations to wall or ceiling surfaces.
 - .3 Generating significant amounts of concrete dust.
 - .2 Carry out the Work as follows:
- .1 Complete all items as prescribed under the Medium Scale Projects section.
- .2 If the work produces dust that cannot be limited by removal in sections or misting and the work area configuration allows, use HEPA filtered negative air units with the intake directly across from the dust generating activity. Exhaust the HEPA unit outside the building.
- .3 If using a disposal cart or container to transport debris within the building, ensure the lid is tightly secured and the wheels are clean prior to exiting the work area.
- .4 If local source capture is employed (i.e. HEPA filtered power tool) and no significant debris anticipated then treat as a medium scale project.
- .5 Negative air units shall be left operating at the completion of cleanup, for the duration stipulated in Table 4, CAN/CSA Z317.13-F07.
- .6 Windows, doors, exhaust vents and supply intakes shall be sealed off in dust generating areas. Upper seals must be employed where necessary to prevent the spread of dust into adjacent areas.
- .7 The contractor must be able to show that the work zone is negatively pressurized in relation to adjacent occupied areas.

1.1 **RELATED SECTIONS**

.1 Section 02 82 00.02 – Asbestos Abatement

1.2 REFERENCES AND CODES

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

1.3 HAZARDOUS MATERIAL DISCOVERY

- .1 Asbestos: stop work immediately should materials believed to contain asbestos be encountered in during the execution of the work and notify Departmental Representative. Do not proceed until written instructions have been received from Departmental Representative. Perform asbestos abatement and repair in accordance with Newfoundland and Labrador Asbestos Abatement Regulations, Latest Edition.
- .2 Mould: stop work immediately should material resembling mould be encountered during the execution of work and notify Departmental Representative. Do not proceed until written instructions have been received from Departmental Representative.

1.4 BUILDING SMOKING ENVIRONMENT

.1 Comply with smoking restrictions.

1.5 RELICS AND ANTIQUITIES

- .1 Protect relics, antiquities, items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar objects found during course of work.
- .2 Give immediate notice to Departmental Representative and await Departmental Representative's written instructions before proceeding with work in this area.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

Page 1 of 2

PART 1 GENERAL

1.1 RELATED DOCUMENTS

.1 Drawings and general provisions of this contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.2 INDUSTRY STANDARDS

- .1 Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made part of the Contract Documents by reference.
- .2 All construction industry standards referenced in this specification to meet the edition of the standard referenced by the National Building Code of Canada (NBC). If the construction industry standard in not referenced in the National Building Code of Canada (NBC), the latest edition of the standard shall apply.
- .3 Each entity engaged in construction on this Project must be familiar with construction industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Construction Documents.
 - .1 Where copies of construction industry standards are needed to perform a required construction activity, obtain copies directly from publication source and make them availably upon request.

1.3 ABBREVIATIONS AND ACRONYMS FOR INDUSTRY ORGANIZATIONS

- .1 Where abbreviations and acronyms are used, they shall mean the recognized name of the entities in the following list. Names are believed to be accurate and up-to-date as of the date of the Contract Documents.
- .2 Industry Organizations:
 - .1 American National Standards Institute (ANSI).
 - .2 Canada Labour Code.
 - .3 Electrical and Electronic Manufacturers' Association of Canada (EEMAC).
 - .4 Environment Canada (EC).
 - .5 Health Canada Workplace Hazardous Materials Information System (WHMIS).
 - .6 Institute of Electrical and Electronics Engineers (IEEE).
 - .7 International Standards Organization (ISO).
 - .8 Insulated Cable Engineers Association, Inc. (ICEA)
 - .9 National Building Code of Canada (NBC).
 - .10 National Electrical Manufacturers Association (NEMA).
 - .11 National Research Council Canada (NRC).

- .12 Newfoundland Occupational Health and Safety Act.
- .13 Province of Newfoundland and Labrador Building Accessibility Regulations.
- .14 Telecommunications Distribution Methods Manual (TDMM).
- .15 Telecommunications Industries Association (TIA).
- .16 Underwriters' Laboratories Inc. (UL).
- .17 Underwriter's Laboratories of Canada (ULC).

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

1.1 SECTIONS INCLUDE

- .1 Inspection and testing, administrative and enforcement requirements.
- .2 Mock-ups.
- .3 Equipment and system adjust and balance.

1.2 RELATED SECTIONS

- .1 Section 01 33 00 Submittal Procedures
- .2 Section 01 78 00 Closeout Submittals

1.3 INSPECTION

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

1.4 ACCESS TO WORK

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

1.5 PROCEDURES

.1 Notify appropriate agency and Departmental Representative in advance of requirement for tests, in order that attendance arrangements can be made.

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.2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in Work.

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1.6 **REJECTED WORK**

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Departmental Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.
- .3 If in opinion of Departmental Representative it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Departmental Representative may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by Departmental Representative.

1.7 **REPORTS**

- .1 Submit 3 copies of inspection and test reports to Departmental Representative, plus electronic copies in PDF format.
- .2 Provide copy to Subcontractor of work being inspected or tested, manufacturer or fabricator of material being inspected or tested.
- .3 Include copy of all inspection and test reports in Operation and Maintenance Manuals.

1.8 MOCK-UPS

- .1 Prepare mock-ups for Work specifically requested in specifications. Include for Work of all Sections required to provide mock-ups.
- .2 Construct in all locations acceptable to Departmental Representative as specified in specific Section.
- .3 Prepare mock-ups for Departmental Representative review with reasonable promptness and in an orderly sequence, so as not to cause any delay in Work.
- .4 Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .5 Remove mock-up at conclusion of Work or when acceptable to Departmental Representative
- .6 Specification section identifies whether mock-up may remain as part of Work or if it is to be removed and when.

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.7 Reviewed and accepted mock-ups will become standards of workmanship and material against which installed work will be verified.

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.8 Mock-ups may remain as part of Work.

1.9 EQUIPMENT AND SYSTEMS

- .1 Submit adjustment reports for all new electrical and other building equipment systems installed under this contract.
- .2 Electrical Coordinate with electrical division.

PART 2 PRODUCTS (NOT APPLICABLE)

<u>PART 3</u> <u>EXECUTION</u> (NOT APPLICABLE)

1.1 SECTION INCLUDES

- .1 Barriers.
- .2 Environmental Controls.
- .3 Traffic Controls.
- .4 Fire Routes.

1.2 INSTALLATION AND REMOVAL

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

1.3 GUARD RAILS AND BARRICADES

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

1.4 WEATHER ENCLOSURES

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

1.5 DUST TIGHT SCREENS

- .1 Provide dust tight screens or insulated partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
- .2 Maintain and relocate protection until such work is complete.

1.6 ACCESS TO SITE

- .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.
- .2 Build and maintain temporary roads where indicated or directed and provide snow removal during period on work.
- .3 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractor's use of roads.

1.7 PUBLIC TRAFFIC FLOW

.1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect the public.

1.8 FIRE ROUTES

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

1.9 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

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

1.10 PROTECTION OF BUILDING FINISHES

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

PART 2 PRODUCTS (NOT APPLICABLE)

<u>PART 3</u> <u>EXECUTION (NOT APPLICABLE)</u>

- 1.1 SECTION INCLUDES
 - .1 Product quality, availability, storage, handling, protection, and transportation.
 - .2 Manufacturer's instructions.
 - .3 Quality of Work, coordination and fastenings.

1.2 RELATED SECTIONS

- .1 Section 01 45 00 Quality Control.
- .2 Section 01 73 00 Execution.

1.3 REFERENCES

- .1 Within text of each specifications section, reference may be made to reference standards. Conform to these reference standards, in whole or in part as specifically requested in specifications.
- .2 Conform to latest date of issue of referenced standards in effect on date of submission of Tenders, except where specific date or issue is specifically noted.

1.4 QUALITY

- .1 Products, materials, equipment and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
- .2 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
- .3 Should any dispute arise as to quality or fitness of products, decision rests strictly with Departmental Representative based upon requirements of Contract Documents.
- .4 Within 7 (seven) days of written request by Departmental Representative, submit following information for material and equipment proposed for supply:
 - .1 Name and address of manufacturer.
 - .2 trade name, model and catalogue number,
 - .3 performance, descriptive and test data,
 - .4 manufacturer's installation or application instructions,

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- .5 evidence of arrangements to procure.
- .5 Use products of one manufacturer for material and equipment of same type or classification unless otherwise specified.
- .6 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.

1.5 AVAILABILITY

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

1.6 STORAGE, HANDLING AND PROTECTION

- .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- .3 Store products subject to damage from weather in weatherproof enclosures.
- .4 Remove and replace damaged products at own expense and to satisfaction of Departmental Representative.
- .5 Touch-up damaged factory finished surfaces to Departmental Representative satisfaction. Use touch-up materials to match original. Do not paint over name plates.

1.7 TRANSPORTATION

.1 Pay costs of transportation of products required in performance of Work.

1.8 MANUFACTURER'S INSTRUCTIONS

.1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.

- .2 Notify Departmental Representative in writing, of conflicts between specifications and manufacturer's instructions, so that Departmental Representative may establish course of action.
- .3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Departmental Representative to require removal and reinstallation at no increase in Contract Price or Contract Time.

1.9 QUALITY OF WORK

- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Departmental Representative if required Work is such as to make it impractical to produce required results.
- .2 Do not employ anyone unskilled in their required duties. Departmental Representative reserves right to require dismissal from site, workers deemed incompetent or careless.
- .3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Departmental Representative, whose decision is final.

1.10 CO-ORDINATION

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

1.11 CONCEALMENT

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

1.12 REMEDIAL WORK

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

1.13 LOCATION OF ELECTRICAL DEVICES

- .1 Consider location of electrical devices indicated as approximate.
- .2 Inform Departmental Representative of conflicting installation. Install as directed.

.3 Submit field drawings to indicate relative position of various services and equipment when required by Departmental Representative.

1.14 FASTENINGS GENERAL

- .1 Provide metal fastenings and accessories in same texture, colour and finish as base metal in which they occur. Prevent electrolytic action between dissimilar metals. Use noncorrosive fasteners, anchors and spacers for securing exterior work, unless stainless steel or other material is specifically requested in affected specification section.
- .2 Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood plugs are not acceptable.
- .3 Conceal fasteners where indicated. Space evenly and lay out neatly.
- .4 Fastenings which cause Spalding or cracking are not acceptable.
- .5 Obtain Departmental Representative's approval before using explosive actuated fastening devices. If approval is obtained comply with CSA Z166.

1.15 FASTENINGS - EQUIPMENT

- .1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.
- .2 Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas.
- .3 Bolts may not project more than one diameter beyond nuts.
- .4 Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.

1.16 PROTECTION OF WORK IN PROGRESS

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

1.17 EXISTING UTILITIES

- .1 When breaking into or connecting to existing services or utilities, execute work at times directed by local governing authorities, with minimum of disturbance to work.
- .2 Protect, relocate or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

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- .3 Submit schedule to and obtain approval from Departmental Representative for any shutdown or closure of active services or facility. Adhere to approved schedule and provide notice to affected parties.
- .4 Where unknown services are encountered, immediately advise Departmental Representative and confirm findings in writing.
- .5 Remove abandoned services lines within 2m of structures. Cap or otherwise seal lines at cut-off points as directed by Departmental Representative.

1.18 SELECTION OF MATERIAL AND EQUIPMENT

- .1 Material and equipment will be specified in the tender documents, and selected by Contractor, by one or more of the following methods:
 - .1 Specification by reference to a relevant Standard, such as CSA, ASTM, ULC, etc., select any material or equipment that meets or exceeds the specified.
 - .2 Specification by reference to an accepted product evaluation publication, such as the CGSB "Qualified Products List", or CCMC Registry of Product Evaluations", select any manufacturer's product so listed.
 - .3 Specification by Prescriptive or Performance specification select any material or equipment meeting or exceeding specification.
 - .4 Specification by identification of one or more Manufacturer's specific product(s) as an "Acceptable Product", along with a listing of other manufacturers who may offer equivalent products select any product so named, or select from equivalent product(s) of other listed manufacturers.
- .2 "Acceptable Product" is deemed to be a complete and working commodity as described by a manufacturer's name, catalogue number, trade name, or any combination thereof, and will constitute the minimum standard of acceptance.
- .3 Departmental Representative will determine acceptability of Contractor's selection of material and equipment at time of Shop Drawing review.
- .4 When material or equipment is specified by a Standard, Prescriptive or Performance specification, upon request of the Departmental Representative, obtain from manufacturer an independent laboratory reporting, showing that material or equipment meets or exceeds the specified requirements.

1.19 SUBSTITUTION OF MATERIAL AND EQUIPMENT

.1 **Prior to Tender** closing bidders may propose addition of other manufacturer's names to those listed in the tender documents providing requests are made in writing at least 7 days prior to tender closing date or bid depository where bid depository is used. Departmental Representative will inform all prospective bidders of decision by addendum, issued at least 5 days prior to the tender closing date.

Where no manufacturer's names are listed, the onus is on contractor to provide material and equipment to meet performance specification.

- .2 After Contract award substitutions of material or equipment, other than as selected by Contractor from those specified, will be considered by Departmental Representative only if:
 - .1 material or equipment selected from those specified are not available
 - .2 delivery date of material or equipment selected from those specified would unduly delay completion of the Contract; or
 - .3 alternative material or equipment to those specified, provided they are determined by the Departmental Representative to be equivalent to or better that those specified, will result in a credit to the Contract amount.
- .3 Requests for substitutions after Contract award must be accompanied by sufficient information in the form of shop drawings, manufacturer's literature, samples or other data to permit proper investigation of the substitutes used. Requests must also include statements of respective costs of material or equipment originally specified and the proposed substitution.
- .4 Should a proposed substitution be accepted after Contract award either in part or in whole, assume full responsibility and costs when substitution affects other work on Project. Contractor to pay for design or drawing changes required as a result of the substitution.
- .5 Amounts of all credits arising from approval of substitutions after Contract award will be determined by Departmental Representative and the Contract amount will be reduced accordingly.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

Page 1 of 2

PART 1 GENERAL

1.1 EXISTING SERVICES

- .1 Where work involves breaking into or connecting to existing services, carry out work at times directed by authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic.
- .2 Before commencing work, establish location and extent of service lines in area of Work and notify Departmental Representative of findings.
- .3 Remove abandoned service lines within 2 m of structures. Cap or otherwise seal lines at cut-off points as directed by Departmental Representative.

1.2 LOCATION OF EQUIPMENT AND FIXTURES

- .1 Location of equipment, fixtures and devices indicated or specified are to be considered as approximate.
- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- .3 Inform Departmental Representative of impending installation and obtain approval for actual location.
- .4 Submit field drawings to indicate relative position of various services and equipment when required by Departmental Representative.

1.3 RECORDS

- .1 Maintain a complete, accurate log of work as it progresses.
- .2 Record locations of maintained, re-routed and abandoned service lines.

1.4 SUBMITTALS

- .1 Submit name and address of Surveyor to Departmental Representative.
- .2 On request of Departmental Representative, submit documentation to verify accuracy of field engineering work.

1.5 SUBSURFACE CONDITIONS

.1 Promptly notify Consultant in writing if subsurface conditions at Place of Work differ materially from those indicated in Contract Documents, or a reasonable assumption of probable conditions based thereon.

.2 After prompt investigation, should Departmental Representative determine that conditions do differ materially, instructions will be issued for changes in Work.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

1.1 SECTION INCLUDES

.1 Requirements and limitations for cutting and patching the Work.

1.2 RELATED SECTIONS

- .1 Section 01 11 00 Summary of Work.
- .2 Section 01 33 00 Submittal Procedures.

1.3 SUBMITTALS

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

1.4 PREPARATION

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

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.6 Obtain Departmental Representative's approval before cutting, boring or sleeving loadbearing members.

1.5 EXECUTION

- .1 Execute cutting, fitting, and patching including excavation and fill, to complete Work.
- .2 Fit several parts together, to integrate with other Work.
- .3 Uncover Work to install ill-timed Work.
- .4 Remove and replace defective and non-conforming Work.
- .5 Provide openings in non-structural elements of Work for penetrations of any new electrical Work.
- .6 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- .7 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- .8 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.
- .9 Restore work with new products in accordance with requirements of Contract Documents.
- .10 Fit Work to pipes, sleeves, conduit, and other penetrations through surfaces.
- .11 At penetration of fire rated wall, ceiling, or floor construction, completely seal voids with firestopping material.
- .12 Refinish surfaces to match adjacent finishes: For continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.
- .13 Conceal all new conduits and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.
- .14 Make cuts with clean, true, smooth edges.
- .15 Where new work connects with existing, and where existing work is altered, cut, patch and make good to match existing work.

1.6 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials in accordance with Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

1.1 GENERAL

- .1 Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws.
- .2 Store volatile waste in covered metal containers and remove from premises at end of each working day.

1.2 RELATED SECTION

.1 Section 01 77 00 - Closeout Procedures.

1.3 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Departmental Representative or other Contractors.
- .2 Remove waste materials and debris from site at the end of each working day. Do not burn waste materials on site.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Provide on-site containers for collection of waste materials and debris.
- .5 Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .7 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

1.4 FINAL CLEANING

- .1 Refer to General Conditions.
- .2 When Work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .3 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .4 When the Work is Totally Performed, remove surplus products, tools, construction machinery and equipment. Remove waste products and debris other than that caused by the Departmental Representative or other Contractors.

- .5 Remove waste materials from the site at regularly scheduled times or dispose of as directed by the Departmental Representative. Do not burn waste materials on site.
- .6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .7 Leave the work broom clean before the inspection process commences.
- .8 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.

1.5 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

1.1 SECTION INCLUDES

- .1 Text, schedules and procedures for systematic Waste Management Program for construction, deconstruction, and renovation projects, including:
 - .1 Diversion of Materials.
 - .2 Waste Audit (WA) Schedule A.
 - .3 Waste Reduction Workplan (WRW) Schedule B.
 - .4 Demolition Waste Audit (DWA) Schedule C.
 - .5 Cost/Revenue Analysis Workplan (CRAW) Schedule D.
 - .6 Materials Source Separation Program (MSSP).
 - .7 Canadian Governmental Responsibility for the Environment Resources Schedule E.

1.2 **DEFINITIONS**

- .1 Demolition Waste Audit (DWA): Relates to actual waste generated from project.
- .2 Materials Source Separation Program (MSSP): Consists of series of ongoing activities to separate reusable and recyclable waste material into material categories from other types of waste at point of generation.
- .3 Recyclable: Ability of product or material to be recovered at end of its life cycle and re-manufactured into new product for reuse by others.
- .4 Recycle: Process by which waste and recyclable materials are transformed or collected for purpose of being transferred into new products.
- .5 Recycling: Process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for purpose of using in altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- .6 Reuse: Repeated use of product in same form but not necessarily for same purpose. Reuse includes:
 - .1 Salvaging reusable materials from re-modelling projects, before demolition stage, for resale, reuse on current project or for storage for use on future projects.
 - .2 Returning reusable items including pallets or unused products to vendors.
- .7 Salvage: Removal of structural and non-structural materials from deconstruction/disassembly projects for purpose of reuse or recycling.
- .8 Separate Condition: Refers to waste sorted into individual types.

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	S	ection 01 74 21 – Construction/Demolition Waste Management and Disposal Page 2 of 4	
	.9	Source Separation: Acts of keeping different types of waste materials separate beginning from first time they became waste.	
1.3		MATERIALS SOURCE SEPARATION PROGRAM (MSSP)	
	.1	Prepare MSSP and have ready for use prior to project start-up.	
	.2	Implement MSSP for waste generated on project in compliance with approved methods and as reviewed by authorities having jurisdiction.	
	.3	Provide on-site facilities for collection, handling, and storage of anticipated quantities of reusable and recyclable materials.	
	.4	Provide containers to deposit reusable and recyclable materials.	
	.5	Locate containers in locations, to facilitate deposit of materials without hindering daily operations.	
	.6	Locate separated materials in areas which minimize material damage.	
	.7	Collect, handle, store on-site, and transport off-site, salvaged materials in separate condition.	
		.1 Transport to recycling facility.	
1.4	STORAGE, HANDLING AND PROTECTION		
	.1	Unless specified otherwise, materials for removal become Contractor's property.	
	.2	Protect, stockpile, store and catalogue salvaged items.	
	.3	Separate non-salvageable materials from salvaged items. Transport and deliver non-salvageable items to approved local facility.	
	.4	Protect structural components not removed for demolition from movement or damage.	
	.5	Support affected structures. If safety of building is endangered, cease operations and immediately notify Department having jurisdiction.	
	.6	Protect surface drainage, mechanical and electrical from damage and blockage.	
	.7	Separate and store materials produced during dismantling of structures in designated areas.	
	.8	Prevent contamination of materials to be salvaged and recycled and handle materials in accordance with requirements for acceptance by designated facilities.	
		.1 On-site source separation is recommended.	

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1.5 DISPOSAL OF WASTES

- .1 Do not bury rubbish or waste materials.
- .2 Do not dispose of any waste into waterways, storm, or sanitary sewers.
- .3 Remove materials from deconstruction as deconstruction/disassembly Work progresses.
- .4 Prepare project summary to verify destination and quantities on a material-by-material basis as identified in pre-demolition material audit.

1.6 USE OF SITE AND FACILITIES

- .1 Execute work with least possible interference or disturbance to normal use of premises.
- .2 Provide security measures approved by Departmental Representative.

1.7 SCHEDULING

.1 Coordinate Work with other activities at site to ensure timely and orderly progress of Work.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 APPLICATION

.1 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.

3.2 CLEANING

- .1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.
- .2 Clean-up work area as work progresses.
- .3 Source separate materials to be reused/recycled into specified sort areas.

3.3 DIVERSION OF MATERIALS

- .1 From following list, separate materials from general waste stream and stockpile in separate piles or containers, as reviewed by Departmental Representative and consistent with applicable fire regulations.
 - .1 Mark containers or stockpile areas.

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- .2 Provide instruction on disposal practices.
- .2 On-site sale or distribution of salvaged materials to third parties is not permitted.

1.1 RELATED SECTIONS

- .1 Section 01 74 11 Cleaning.
- .2 Section 01 78 00 Closeout Submittals.

1.2 FINAL INSPECTION AND DECLARATION PROCEDURES

- .1 Contractor's Inspection: The Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects; repair as required. Notify the Departmental Representative in writing of satisfactory completion of the Contractor's Inspection and that corrections have been made. Request an Departmental Representative's Consultant's Inspection.
- .2 Departmental Representative's Inspection: Departmental Representative and the Contractor will perform an inspection of the Work to identify obvious defects or deficiencies. The contractor shall correct Work accordingly.
- .3 Completion: submit written certificate that the following have been performed:
 - .1 Work has been completed and inspected for compliance with Contract Documents.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Equipment and systems have been tested, adjusted and balanced and are fully operational.
 - .4 Operation of systems have been demonstrated to Departmental personnel.
 - .5 Work is complete and ready for Final Inspection.
- .4 Final Inspection: When items noted above are completed, request final inspection of Work by the Departmental Representative, and the Contractor. If Work is deemed incomplete by the Departmental Representative, complete outstanding items and request a reinspection.
- .5 Declaration of Substantial Performance: When the Departmental Representative considers deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for Certificate of Substantial Performance. Refer to General Conditions for specifics to application.
- .6 Commencement of Lien and Warranty Periods: The date of acceptance of the submitted declaration of Substantial Performance shall be the date for commencement for the warranty period and commencement of the lien period.
- .7 Declaration of Total Performance: When the Departmental Representative considers final deficiencies and defects have been corrected and it appears requirements of the Contract have been totally performed, make application for certificate of Total

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Performance. If Work is deemed incomplete by the Consultant, complete the outstanding items and request a reinspection.

1.3 **REINSPECTION**

.1 Should status of work require reinspection by Departmental Representative due to failure of work to comply with Contractor's claims for inspection, Departmental Representative will deduct amount of compensation for reinspection services from payment to Contractor.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

Page 1 of 7

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 As-built and specifications.
- .2 Equipment and systems.
- .3 Product data, materials and finishes, and related information.
- .4 Operation and maintenance data.
- .5 Spare parts, special tools and maintenance materials.
- .6 Warranties and bonds.

1.2 PRECEDENCE

.1 For Federal Government projects, Division 1 Sections take precedence over technical specification sections in other Divisions of this Project Manual.

1.3 RELATED SECTIONS

- .1 Section 01 33 00 Submittal Procedures.
- .2 Section 01 45 00- Quality Control.
- .3 Section 01 71 00 Examination and Preparation.
- .4 Section 01 77 00 Closeout Procedures.

1.4 SUBMISSION

- .1 Prepare instructions and data using personnel experienced in maintenance and operation of described products.
- .2 Submit one copy of completed volumes in final form 15 days prior to final inspection.
- .3 Copy will be returned after final inspection, with Departmental Representative's comments.
- .4 Revise content of documents as required prior to final submittal.
- .5 Two weeks prior to Substantial Performance of the Work, submit to the Departmental Representative, two final copies of operating and maintenance manuals.
- .6 Ensure spare parts, maintenance materials and special tools provided are new, undamaged or defective, and of same quality and manufacture as products provided in Work.

AAFC ACCCRC **Card Access and Security System Upgrade** Section 01 78 00 - Closeout Submittals Page 2 of 7 .7 If requested, furnish evidence as to type, source and quality of products provided. .8 Defective products will be rejected, regardless of previous inspections. Replace products at own expense. .9 Pay costs of transportation. .10 Organize data in the form of an instructional manual. .11 The contractor shall compile O&M manuals for every piece of equipment and building operating or electrical system being commissioned and as required by the project specifications with the following format: **Binder:** Must be in a "D" Ring binder no larger than 2" and no more than 2/3 .1 full. The binder must be labeled on the front cover and on the binder edge with the following information: "Building Name", "Address", "Project Name", "Project Number", "Completed Date" i.e. October 2009, and "Submitted By". Dividers with permanently marked tabs shall separate each section and sub section. Tab labels shall not be hand written. Four copies are required. An electronic format that is compatible with the Departmental system is required. Title Page : O&M manual for building name, address, date .2 .3 **Project Information:** building name, address, date, principal contractor's information: name, address & phone numbers, consultant: name, address & phone numbers. If the binder is one of many for the project, the volume must be noted i.e. Volume 1 of 3 Table of Contents: Table of contents of first binder to include all sections in all .4 binders (volumes). Each binder shall contain a table of contents for that binder's. Sections are to be as follows: .5 A - Signed Letter of warranty' for each piece of equipment carrying a warranty. General contractor to provide a "letter of Warranty" to cover workmanship as defined in the specification. Warranties to be: dated, identify project by name, project number, location as well as warranty period. Any extended warranty of

.6 **B** - Contact information for all <u>sub</u>-contractors & suppliers.

equipment only must be identified also.

- .7 **C** Reports: copy of all TAB reports, pre-functional tests, startup reports, functional test reports, completed performance verification forms, cabling verifications, ESA (Electronic Systems Associate) certification, pressure vessel certification, fire alarm certifications and all other required certifications required by National Building Code or Provincial Regulations. Reports to be organized together by piece of equipment i.e. TAB, pre-functional, start-up etc to be together for a specific piece of equipment
- .8 **D** As built drawings
- .9 **E** Sequence of operation: outline how the system is designed to work.
- .10 \mathbf{F} CMMS Data Sheets: All equipment which is to be deleted, removed, added or replaced from site is to have a CMMS inventory sheet completed and included in the O&M manual. If this equipment is a pressure vessel and is included in the

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annual inspection, the certification tag that is attached to the equipment must be removed prior to demolition and forwarded to the commissioning manager.

- .11 G, H, I ... Tab for each piece of new equipment to include:
- .12 Copy of approved shop drawing all drawings must note which model has been installed if several are shown on one sheet
- .13 Copy of Specific Service and Maintenance manual for each.
- .14 Last Tab : misc.

1.5 CONTENTS - EACH VOLUME

- .1 Table of Contents: provide title of project;
 - .1 date of submission; names,
 - .2 addresses, and telephone numbers of Consultant and Contractor with name of responsible parties;
 - .3 schedule of products and systems, indexed to content of volume.
- .2 For each product or system:
 - .1 list names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- .3 Product Data: mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- .4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- .5 Typewritten Text: as required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified.

1.6 AS-BUILTS

- .1 In addition to requirements in General Conditions, maintain at the site for Departmental Representative one record copy of:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Change Orders and other modifications to the Contract.
 - .5 Reviewed shop drawings and product data.
 - .6 Field test records.
 - .7 Inspection certificates.
 - .8 Manufacturer's certificates.
- .2 Store record documents in field office apart from documents used for construction. Provide files, racks, and secure storage.

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	.3	Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
	.4	Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
	.5	Keep record documents available for inspection by Departmental Representative.
1.7		RECORDING ACTUAL SITE CONDITIONS
	.1	Record information on set of blue line opaque drawings, provided by Departmental Representative.
	.2	Provide felt tip marking pens, maintaining red color pens for recording information.
	.3	Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
	.4	Contract Drawings and shop drawings: legibly mark each item to record actual construction, including:
		 .1 Measured depths of elements of foundation in relation to finish first floor datum. .2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
		.3 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
		.4 Field changes of dimension and detail.
		.5 Changes made by change orders.
		.6 Details not on original Contract Drawings. 7 References to related shop drawings and modifications
	.5	Specifications: legibly mark each item to record actual construction, including:
		.1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
		.2 Changes made by Addenda and change orders.
	.6	Other Documents: submit manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.
	.7	At completion of project provide all recorded information on print drawings or alternatively transfer to CAD files in DWG format. Submit DWG files, also with electronic files in PDF format as part of the Closeout Submittals.

1.8 EQUIPMENT AND SYSTEMS

.1 Each Item of Equipment and Each System: include description of unit or system, and component parts. Give function, normal operation characteristics, and limiting

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conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

- .2 Panel board circuit directories: Provide new if circuits are altered.
- .3 Include installed colour coded wiring diagrams.
- .4 Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions.
- .5 Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- .6 Provide servicing and lubrication schedule, and list of lubricants required.
- .7 Include manufacturer's printed operation and maintenance instructions.
- .8 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- .9 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- .10 Additional requirements: As specified in individual specification sections.

1.9 MATERIALS AND FINISHES

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

1.10 SPARE PARTS

- .1 Provide spare parts, in quantities specified in individual specification sections.
- .2 Provide items of same manufacture and quality as items in Work.
- .3 Deliver to site location as directed; place and store.

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- .4 Receive and catalogue all items. Submit inventory listing to Departmental Representative. Include approved listings in Maintenance Manual.
- .5 Obtain receipt for delivered products and submit prior to final payment.

1.11 MAINTENANCE MATERIALS

- .1 Provide maintenance and extra materials, in quantities specified in individual specification sections.
- .2 Provide items of same manufacture and quality as items in Work.
- .3 Deliver to site location as directed; place and store.
- .4 Receive and catalogue all items. Submit inventory listing to Departmental Representative. Include approved listings in Maintenance Manual.
- .5 Obtain receipt for delivered products and submit prior to final payment.

1.12 SPECIAL TOOLS

- .1 Provide special tools, in quantities specified in individual specification section.
- .2 Provide items with tags identifying their associated function and equipment.
- .3 Deliver to project site place and store.
- .4 Receive and catalogue all items. Submit inventory listing to Departmental Representative. Include approved listings in Maintenance Manual.

1.13 STORAGE, HANDLING AND PROTECTION

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

1.14 WARRANTIES AND BONDS

.1 Provide copy of all warranties in Operation and Maintenance Manuals.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)
PART 1 <u>GENERAL</u>

1.1 RELATED WORK

- .1 Division 1 General Requirements.
- .2 Comply with Asbestos Abatement Regulations, Latest Edition.

1.2 SECTION INCLUDES

- .1 Removal as specified of all spray or trowel-applied asbestos-containing material located as indicated.
- .2 Encapsulation as specified of all spray or trowel-applied asbestos-containing material located as indicated.
- .3 Encapsulation of areas where asphaltic adhesive coating under spray or trowel-applied asbestos-containing material prevents complete removal of spray or trowel-applied asbestos-containing material.
- .4 Enclosure as specified of all spray or trowel-applied asbestos-containing material located as indicated.
- .5 Removal (other than defined minor amounts) of friable materials containing asbestos.
- .6 Use of power tools that are fitted with dust collectors equipped with a HEPA filter to cut, shape, grind, drill, scrape, or abrade manufactured products containing asbestos.
- .7 Cleaning, maintaining, or removal of air-handling equipment in buildings where sprayed fireproofing materials containing asbestos have been applied.

1.3 REFERENCES

- .1 Codes and standards referenced in this section refer to the latest edition thereof.
- .2 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-1.205, Sealer for Application to Asbestos-Fibre-Releasing Materials.

1.4 **DEFINITIONS**

- .1 HEPA vacuum: High Efficiency Particulate Air filtered vacuum equipment with a filter system capable of collecting and retaining fibres greater than 0.3 microns in any direction at 99.97% efficiency.
- .2 Amended Water: Water with a non-ionic surfactant wetting agent added to reduce water tension to allow wetting of fibres.

- .3 Asbestos-Containing Materials (ACMs): Materials identified under Existing Conditions (Article 1.7), including fallen materials and settled dust.
- .4 Asbestos Work Area: Area where actual removal, sealing and enclosure of spray or trowel-applied asbestos-containing materials takes place.
- .5 Authorized Visitors: Building Departmental Representative, Asbestos Abatement Consultant or designated representative, and persons representing regulatory agencies.
- .6 Friable Material: Material that when dry can be crumbled, pulverized or powdered by hand pressure and includes such material that is crumbled, pulverized or powdered.
- .7 Occupied Area: Any area of the building or work site that is outside the Asbestos Work Area.
- .8 Polyethylene sheeting sealed with tape: Polyethylene sheeting of type and thickness specified sealed with tape along all edges, around penetrating objects, over cuts and tears, and elsewhere as required to provide a continuous polyethylene membrane to protect underlying surfaces from water damage or damage by sealants, and to prevent escape of asbestos fibres through the sheeting into a clean area.
- .9 Glove Bag: Prefabricated glove bag as follows:
 - .1 Minimum thickness 0.25 mm (10 mil) polyvinyl-chloride bag.
 - .2 Integral 0.25 mm (10 mil) thick polyvinyl-chloride gloves and elastic ports.
 - .3 Equipped with reversible double-pull double throw zipper on top.
 - .4 Straps for sealing ends around pipe.
 - .5 Must incorporate internal closure strip if it is to be moved or used in more than one specific location.
- .10 DOP Test: A testing method used to determine the integrity of the Negative Pressure unit using dioctyl phthalate (DOP) HEPA-filter leak test.
- .11 Sprayer: Garden reservoir type sprayer or airless spray equipment capable of producing a mist or fine spray. Must be appropriate capacity for scope of work.
- .12 Negative pressure: A system that extracts air directly from work area, filters such extracted air through a High Efficiency Particulate Air filtering system, and discharges this air directly outside work area to exterior of building. This system shall maintain a minimum pressure differential of 5 Pa relative to adjacent areas outside of work areas, be equipped with an alarm to warn of system breakdown, and be equipped with an instrument to continuously monitor and automatically record pressure differences.
- .13 Airlock: A system for permitting ingress or egress without permitting air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways at least 2 m apart.
- .14 Curtained doorway: An arrangement of closures to allow ingress and egress from one room to another while permitting minimal air movement between rooms, typically

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constructed as follows: Place two overlapping sheets of polyethylene over an existing or temporarily framed doorway, secure each along the top of the doorway, secure the vertical edge of one sheet along one vertical side of the doorway, and secure the vertical edge of the other sheet along the opposite vertical side of the doorway. Reinforce free edges of polyethylene with duct tape and weight the bottom edge to ensure proper closing. Each polyethylene sheet shall overlap openings not less than 1.5 m on each side.

1.5 SUBMITTALS

- .1 Before commencing work:
 - .1 Obtain from the appropriate agency and submit to Departmental Representative all necessary permits for transportation and disposal of asbestos waste. Ensure that dump operator is fully aware of hazardous nature of material being dumped, and proper methods of disposal. Submit proof satisfactory to Departmental Representative that suitable arrangements have been made to receive and properly dispose of asbestos waste.
 - .2 Submit proof satisfactory to Departmental Representative that all employees have had instruction on the hazards of asbestos exposure, respirator use, dress, use of showers, entry and exit from work areas, and all aspects of work procedures and protective measures. Supervisory personnel shall have attended an asbestos abatement course, of not less than two days duration, approved by the Departmental Representative. Submit proof of attendance in the form of a certificate. Minimum of one Supervisor for every five workers.
 - .3 Submit layout of proposed enclosures and decontamination facilities to Departmental Representative for review.
 - .4 Submit documentation including test results for sealer proposed for use.
 - .5 Submit Provincial and/or local requirements for Notice of Project Form.
 - .6 Submit proof of Contractor's Asbestos Liability Insurance.
 - .7 Submit proof satisfactory to the Departmental Representative that all employees have respirator fitting and testing. Workers must be fit-tested with the respirator that is personally issued.
 - .8 Submit Workplace Health, Safety and Compensation Commission status and transcription of insurance.
 - .9 Submit documentation including test results, fire and flammability data, and Material Safety Data Sheets for chemicals or materials including but not limited to the following:
 - .1 encapsulants;
 - .2 amended water;
 - .3 slow-drying sealer.

1.6 REGULATORY REQUIREMENTS

.1 Comply with Federal, Provincial, and local requirements pertaining to asbestos, provided that in case of conflict among those requirements or with these specifications the more stringent requirement applies. Comply with regulations in effect at the time the work is performed.

- .2 Follow Newfoundland Regulation of the Occupation Health and Safety Act, Asbestos Abatement Regulations, Latest Edition. All work as defined under this section must be completed by a "Qualified Asbestos Abatement Contractor" (registered with the Government of Newfoundland and Labrador)
- .3 Follow regulations for the transport of asbestos waste, specifically the Transportation of Dangerous Goods Act, latest edition.
- .4 Follow regulations for the disposal of asbestos waste, specifically Waste Management Regulations and Waste Material Disposal Areas Regulations.

1.7 EXISTING CONDITIONS

- .1 Prior to commencing of work, verify with Departmental Representative, and review whether an asbestos audit and/or Asbestos Management Plan are in place for the building.
- .2 Information contained in audits and plans are for general information only and are not necessarily representative of all asbestos containing materials covered within the scope of this project.
- .3 Notify Departmental Representative of materials believed to contain asbestos encountered during the execution of work that is not contained in the audits and plans. Do not disturb such materials until instructed by Departmental Representative.

1.8 INSTRUCTION AND TRAINING

- .1 Before commencing work, provide to the Departmental Representative satisfactory proof that every worker has had instruction and training in the hazards of asbestos exposure, in personal hygiene including dress and showers, in entry and exit from the Asbestos Work Area, in all aspects of work procedures including glove bag procedures, and in the use, cleaning, and disposal of respirators and protective clothing.
- .2 Instruction and training related to respirators includes, at a minimum:
 - .1 Proper fitting of the equipment.
 - .2 Inspection and maintenance of the equipment.
 - .3 Disinfecting of the equipment.
 - .4 Limitations of the equipment.
- .3 Instruction and training must be provided by a competent, qualified person.
- .4 Supervisory personnel to complete required training.

1.9 WORKER PROTECTION

.1 Protective equipment and clothing to be worn by workers while in the Asbestos Work Area includes:

- .1 Respirator equipped with HEPA filter cartridges, personally issued to the worker and marked as to efficiency and purpose, and acceptable to the Provincial Authority having jurisdiction as suitable for the type of asbestos and the level of asbestos exposure in the Asbestos Work Area. If disposable type filters are used, provide sufficient filters so that workers can install new filters following disposal of used filters and before re-entering contaminated areas.
- .2 Disposable-type protective clothing that does not readily retain or permit penetration of asbestos fibres, consisting of full-body covering including head covering with snug-fitting cuffs at wrists, ankles, and neck.
- .2 Each worker shall:
 - .1 Remove street clothes in clean change room and put on respirator with new filters or reusable filters that have been tested as satisfactory, clean coveralls and head covers before entering Equipment and Access Rooms or Asbestos Work Area. All street clothes, uncontaminated footwear, towels, and similar uncontaminated articles shall be stored in clean change room.
 - .2 Remove gross contamination from clothing before leaving work area then proceed to Equipment and Access Room. Place contaminated worksuits in receptacles for disposal with other asbestos contaminated materials Clean outside of respirator with soap and water. Remove respirator; remove filters and wet them and dispose of filters in the container provided for the purpose; and wash and rinse the inside of the respirator. When not in use in the work area, store work footwear in Equipment and Access Room. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area or from Equipment and Access Room.
 - .3 Provide facilities for washing and/or showering when leaving Asbestos Work Area, which shall be used by every worker. Hot and cold water supply is to be provided in such a manner to allow workers to adjust water temperature during decontamination.
 - .4 Enter the unloading room from outside dressed in clean coveralls to remove waste containers and equipment from the Holding Room of the Container and Equipment Decontamination Enclosure system. No worker shall use this system as a means to leave or enter the work area.
- .3 Workers shall not eat, drink, smoke or chew gum or tobacco at the work site except in established clean room.
- .4 Workers shall be fully protected with respirators and protective clothing during preparation of system of enclosures prior to commencing actual asbestos abatement.
- .5 Provide and post in Clean Change Room and in Equipment and Access Room the procedures described in 1.9 of this section.
- .6 Ensure that no person required to enter an Asbestos Work Area has facial hair that affects the seal between the respirator and the face.

1.10 VISITOR PROTECTION

- .1 Provide protective clothing and approved respirators to Authorized Visitors to work areas.
- .2 Instruct Authorized Visitors in the use of protective clothing and respirators.
- .3 Instruct Authorized Visitors in proper procedures to be followed in entering into and exiting from work areas.

1.11 NOTIFICATION

- .1 Not later than ten (10) days before commencing work on this project notify the Occupational Health and Safety Division in writing as per Regulation 194/91, Section 34 Sub-Section (7). Provide telephone notification immediately prior to start of work.
- .2 Notify Sanitary Landfill site.
- .3 Inform all sub-trades of the presence of friable asbestos-containing materials identified in the Existing Conditions.
- .4 Submit to the Departmental Representative a copy of all notifications prior to the start of work.

PART 2 PRODUCTS

2.1 MATERIALS

- .1 All materials and equipment brought to work site must be in good condition and free of asbestos, asbestos debris, and fibrous materials. Disposable items must be of new materials only.
- .2 Polyethylene: Minimum 0.15 mm thick unless otherwise specified; in sheet size to minimize joints.
- .3 Tape: Fibreglass reinforced duct tape suitable for sealing polyethylene under both dry conditions and wet conditions using amended water.
- .4 Wetting agent: 50% polyoxyethylene ester and 50% polyoxyethylene ether, or other material approved by Departmental Representative, mixed with water in a concentration to provide adequate penetration and wetting of asbestos-containing material.
- .5 Asbestos waste containers: Metal or fibre type acceptable to dump operator with tightly fitting covers and 0.15 mm minimum thickness sealable polyethylene liners. Labelling requirements: Affix a pre-printed cautionary asbestos warning, in both official languages, that is clearly visible when ready for removal to disposal site.
- .6 Encapsulants : Type 2 surface film forming type Class A water based conforming to CAN/CGSB-1.205, ULC listed.

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- .7 Glove bag: Acceptable materials include safe-T-strip products in configuration suitable for work, or alternative material approved by addendum during the tendering period in accordance with the Instructions to Tenderers. Glove bags intended for use in more than one location must be equipped with a reversible, double-pull, double-throw zipper on the top and at approximately the mid-section of the bag.
- .8 Slow drying sealer: non-staining, clear, water dispersible type that remains tacky on surface for at least 8 hours and designed for the purpose of trapping residual asbestos fibres. Sealer shall have flame spread and smoke developed rating less than 50

PART 3 <u>EXECUTION</u>

3.1 PREPARATION

- .1 Work Areas:
 - .1 Shut off and isolate air handling and ventilation systems to prevent fibre dispersal to other areas of the building during work phase. Conduct smoke tests to ensure that duct work is airtight. Active return air ducts within the Asbestos Work Area shall have all joints and seams rigid seal and caulked.
 - .2 Clean proposed work area using, where practicable, HEPA vacuum cleaning equipment. If not practicable, use a wet cleaning method. Do not use methods that raise dust, such as dry sweeping, or vacuuming using other than HEPA vacuum equipment.
 - .3 Put negative pressure system in operation and operate continuously from the time the first polyethylene is installed to seal openings until final completion of the work including final cleanup. Provide continuous monitoring of pressure difference using an automatic recording instrument.
 - .4 Seal off all openings such as corridors, doorways, windows, skylights, ducts, grilles, and diffusers, with polyethylene sheeting sealed with tape.
 - .5 Cover floor and wall surfaces with polyethylene sheeting sealed with tape. Cover floors first so that polyethylene extends at least 300 mm up walls then cover walls to overlap floor sheeting.
 - .6 Build airlocks at all entrances to and exits from work area so that work area is always closed off by one curtained doorway when workers enter or exit.
 - .7 At each access to work areas install warning signs in both official languages in upper case "Helvetica Medium" letters reading as follows where the number in parentheses indicates the font size to be used : "CAUTION ASBESTOS HAZARD AREA (25 mm) NO UNAUTHORIZED ENTRY (19 mm) WEAR ASSIGNED PROTECTIVE EQUIPMENT (19 mm) BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM (7 mm)".
 - .8 After work area isolation, remove heating, ventilating, and air conditioning filters, pack in sealed plastic bags 0.15 mm minimum thick and treat as contaminated asbestos waste. Remove ceiling mounted objects such as lights, partitions, other fixtures not previously sealed off, and other objects that

interfere with asbestos removal, as directed by Departmental Representative. Use localized water spraying during fixture removal to reduce fibre dispersal.

- .9 Maintain emergency and fire exits from work area, or establish alternative exits satisfactory to Provincial Fire Commissioner.
- .10 Where application of water is required for wetting asbestos-containing materials, shut off electrical power, provide 24 volt safety lighting and ground fault interrupter circuits on power source for electrical tools, in accordance with applicable CSA Standard. Ensure safe installation of electrical lines and equipment.
- .11 After preparation of work area and Decontamination Enclosure Systems remove plaster ceilings, including lath, furring, channels, hangers, wires, clips, and dispose of as contaminated waste in specified containers. Spray ceiling debris and immediate work area with amended water (see definition in Section 1.4.2) to reduce dust, as work progresses.
- .2 Worker Decontamination Enclosure System:
 - .1 Worker Decontamination Enclosure System shall comprise an Equipment and Access Room, a Wash Area Room, and a Clean Room, as follows:
 - .1 Equipment and Access Room: Build an Equipment and Access Room between Wash Area Room and work area, with two curtained doorways, one to the Wash Area Room and one to work area . Install portable toilet, waste receptor, and storage facilities for workers' shoes and any protective clothing to be reworn in work area. The Equipment and Access Room shall be large enough to accommodate specified facilities, any other equipment needed, and at least one worker allowing him /her sufficient space to undress comfortably.
 - .2 Wash Area Room: Build a Wash Area Room between the Clean Room and Equipment and Access Room, with two curtained doorways, one to the Clean Room and one to Equipment and Access Room. Provide a constant supply of hot and cold or warm water. Provide piping and connect to water sources and drains. Pump waste water through a 5 micrometre filter system acceptable to Departmental Representative before directing into drains. Provide soap, clean towels, and appropriate containers for disposal of used respirator filters.
 - .3 Clean Room: Build a Clean Room between the Wash Area Room and clean areas outside of enclosures, with two curtained doorways, one to outside of enclosures and one to Wash Area Room. Provide lockers or hangers and hooks for workers' street clothes and personal belongings. Provide storage for clean protective clothing and respiratory equipment. Install a mirror to permit workers to fit respiratory equipment properly.
- .3 Container and Equipment Decontamination Enclosure System:
 - .1 Container and Equipment Decontamination Enclosure System consists of a Staging Area within the work area, a Holding Room, and an Unloading Room. The purpose of this system is to provide a means to decontaminate waste containers, scaffolding, waste and material containers, vacuum and spray

equipment, and other tools and equipment for which the Worker Decontamination Enclosure System is not suitable.

- .1 Staging Area: Designate a Staging Area in the work area for gross removal of dust and debris from waste containers and equipment, labelling and sealing of waste containers, and temporary storage pending removal to Washroom. Staging Area shall have a curtained doorway to the Washroom.
- .2 Holding Room: shall be of sufficient size to accommodate at least two waste containers and the largest item of equipment used.
- .3 Unloading Room: Build an Unloading Room between the Holding Room and outside, with two curtained doorways, one to the Holding Room and one to outside.
- .4 Construction of Decontamination Enclosures:
 - .1 Build suitable framing for enclosures or use existing rooms where convenient, and line with polyethylene sheeting sealed with tape.
 - .2 Build curtained doorways between enclosures so that when people move through or when waste containers and equipment are moved through a doorway, one of the two closures comprising the doorway always remains closed.
- .5 Separation of Work Areas from Occupied Areas:
 - .1 Separate parts of the building required to remain in use from parts of the building used for asbestos abatement by means of an airtight barrier system constructed as follows:
 - .1 Build suitable floor to ceiling lumber or metal stud framing, cover with polyethylene sheeting sealed with tape, and apply 9 mm minimum thick plywood. Seal all joints between plywood sheets and between plywood and adjacent materials with surface film forming type sealer, to create an airtight barrier.
 - .2 Cover plywood barrier with polyethylene sealed with tape, as specified for work areas.
- .6 Maintenance of Enclosures:
 - .1 Maintain enclosures in tidy condition.
 - .2 Ensure that barriers and polyethyene linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.
 - .3 Visually inspect enclosures at the beginning of each working period.
 - .4 Use smoke methods to test effectiveness of barriers when directed by Departmental Representative.
- .7 Asbestos Abatement work shall not commence until:
 - .1 Arrangements have been made for disposal of waste.
 - .2 For wet stripping techniques, arrangements have been made for containing, filtering, and disposal of waste water.

- .3 Work area and decontamination enclosures and parts of the building required to remain in use are effectively segregated.
- .4 Tools, equipment , and materials waste containers are on hand.
- .5 Arrangements have been made for building security.
- .6 Warning signs specified in PART 3 are displayed where access to contaminated areas is possible.
- .7 All notifications have been completed and other preparatory steps have been taken.

3.2 SUPERVISION

- .1 A minimum of one Supervisor for every five workers is required. Refer to Asbestos Abatement Regulations for definition and training of supervisor.
- .2 An approved Supervisor must remain within the Asbestos Work Area at all times during the disturbance, removal, or other handling of asbestos-containing materials.

3.3 ASBESTOS REMOVAL

- .1 Before removing asbestos:
 - .1 Prepare site.
 - .2 Spray asbestos material with water containing the specified wetting agent, using airless spray equipment capable of providing a "mist" application to prevent release of fibres. Saturate the asbestos material sufficiently to wet it to the substrate without causing excess dripping. Spray the asbestos material repeatedly during work process to maintain saturation and to minimize asbestos fibre dispersion.
- .2 Remove the saturated asbestos material in small sections. Do not allow saturated asbestos to dry out. As it is being removed pack the material in sealable plastic bags 0.15 mm minimum thick and place in labelled containers for transport.
- .3 Seal filled containers. Clean external surfaces thoroughly by wet sponging. Remove from immediate working area to Staging Area. Clean external surfaces thoroughly again by wet sponging before moving containers to decontamination Washroom. Wash containers thoroughly in decontamination Washroom, and store in Holding Room pending removal to Unloading Room and outside. Ensure that containers are removed from the Holding Room by workers who have entered from uncontaminated areas dressed in clean coveralls.
- .4 After completion of stripping work, all surfaces from which asbestos has been removed shall be wire brushed and wet-sponged to remove all visible material. During this work keep the surfaces wet.
- .5 Where Departmental Representative decides complete removal of asbestos-containing material is impossible due to obstructions such as structural members or major service elements, and provides a written direction, encapsulate the material as follows:

- .1 Apply surface film forming type sealer to provide 0.635 mm minimum dry film thickness over sprayed asbestos surfaces. Apply using airless spray equipment to avoid blowing off fibres.
- .6 After wire brushing and wet sponging to remove visible asbestos, and after encapsulating asbestos-containing material impossible to remove, wet clean the entire work area including the Equipment and Access Room, and equipment used in the process. After a 24 hour period to allow for dust settling, wet clean these areas and objects again. During this settling period no entry, activity, or ventilation will be permitted.

3.4 PIPE INSULATION REMOVAL USING GLOVE BAG

- .1 Place tools necessary to remove insulation in tool pouch. Wrap the bag around pipe and close zippers. Seal bag to pipe with cloth straps.
- .2 Place hands in gloves and use necessary tools to remove insulation. Arrange insulation in bag to obtain full capacity of bag.
- .3 Insert nozzle of a garden reservoir type sprayer into bag through valve and wash down pipe and interior of bag thoroughly. Wet surface of insulation in lower section of bag.
- .4 When glove bags are intended for use at more than one location: After wash-down and application of sealer, seal off waste in lower section of bag using zipper at mid-section of bag. Remove air from top section of bag through the elasticized valve using a HEPA vacuum. Remove bag from pipe, reinstall in new location, and reseal to pipe prior to opening the lower section of the bag. Repeat stripping operation.
- .5 If bag is to be moved along pipe, first remove air from top section through the elasticized valve using a HEPA vacuum. Next loosen straps, move bag, re-seal to pipe using double-pull zipper to pass hangers. Repeat stripping operation.
- .6 To remove bag after completion of stripping, wash top section and tools thoroughly. Remove air from top section through the elasticized valve using a HEPA vacuum. Pull polyethylene waste container over glove bag before removing from pipe. Release one strap and remove freshly washed tools. Place tools in water. Remove second strap and zipper. Fold over into waste container and seal.
- .7 After removal of bag ensure that pipe is free of all residue. Remove all residue using HEPA vacuum or wet cloths. Ensure that surfaces are free of sludge which after drying could release asbestos dust into atmosphere. Seal exposed surfaces of pipe and ends of insulation with slow-drying sealer to seal in any residual fibres.
- .8 Upon completion of work shift, cover exposed ends of remaining pipe insulation with polyethelene taped in place.

3.5 FINAL CLEANUP

- .1 Remove polyethylene sheet by rolling it away from walls to centre of work area. Vacuum all visible asbestos-containing particles observed during cleanup, immediately, using HEPA vacuum equipment.
- .2 Place polyethylene seals, tape, cleaning material, clothing, and other contaminated waste in plastic bags and sealed labelled waste containers for transport.
- .3 Work areas, Equipment and Access Room, Wash Area Room, and other enclosures that may be contaminated shall be included in the clean-up.
- .4 Sealed waste containers and all equipment used in the work shall be included in the cleanup and shall be removed from work areas, via the Container and Equipment Decontamination Enclosure System, at an appropriate time in the cleaning sequence.
- .5 A final check shall be carried out to ensure that no dust or debris remains on surfaces as a result of dismantling operations and air-monitoring shall be carried out again to ensure that asbestos levels in the building do not exceed 0.10 fibres/cc. Repeat cleaning using HEPA vacuum equipment, or wet cleaning methods where feasible, in conjunction with sampling until levels meet this criteria.
- .6 As work progresses, and to prevent exceeding available storage capacity on site, remove sealed and labelled containers containing asbestos waste and dispose of to authorized disposal area in accordance with requirements of disposal authority. Ensure that each shipment of containers transported to dump is accompanied by Contractor's representative who shall ensure that dumping is done in accordance with governing regulations.

3.6 AIR MONITORING

- .1 From commencement of work until completion of cleaning operations, air samples will be taken on a daily basis both inside and outside of work area enclosure in accordance with Asbestos Abatement Regulations (personal, perimeter and clearance) and conforming to applicable NIOSH sampling protocol. (ie: NIOSH 7400)
- .2 Results of air monitoring inside the work area will be used to establish the type of respirators to be used. Workers may be required to wear sample pumps for up to full-shift periods. If fibre levels are above the safety factor of the respirators in use, the abatement will be stopped, means of dust suppression will be applied, and a higher safety factor in respiratory protection will be used by all persons inside the enclosure. If air monitoring shows that areas outside work area enclosures are contaminated, these areas shall be enclosed, maintained and cleaned, in the same manner as that applicable to work areas.
- .3 During the course of the work, fibre content of the air will be measured by a PCM test. If PCM measurements exceed 0.10 f/cc work will be stopped until procedures are corrected.

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.4 Conduct final air monitoring as follows: After the Asbestos Work Area has passed a visual inspection, an acceptable coat of lock-down agent has been applied to all surfaces of the enclosure, and an appropriate setting period has passed, perform air monitoring within the Asbestos Work Area. Final air monitoring results must show fibre levels of less than 0.10 f/cc. If air monitoring results show fibre levels in excess of 0.10 f/cc, reclean the work area and apply another acceptable coat of lock-down agent to all surfaces. Repeat as necessary until fibre levels are less than 0.10 f/cc.

3.7 INSPECTION

- .1 Inspection of the Asbestos Work Area will be performed to confirm compliance with the requirements of the specifications and governing authorities. Deviation from the Asbestos Abatement Regulations is not accepted without prior approval of the governing authority. Any deviation from these requirements that have not been approved in writing by the Departmental Representative and the governing authority may result in a stoppage of work, at no cost to the Departmental Representative.
- .2 The Departmental Representative is empowered to inspect adherence to specific procedures and materials, and to inspect for final cleanliness and completion. Additional labour or materials expended by the Contractor to provide performance to the level specified shall be at no additional cost.
- .3 The Departmental Representative is empowered to order a shutdown of work when a leakage of asbestos from the Asbestos Work Area has occurred or is likely to occur. Additional labour or materials expended by the Contractor to provide performance to the level specified shall be at no additional cost.

END OF SECTION

Part 1 General

1.1 GENERAL REQUIREMENTS

- .1 Comply with requirements of Division 1.
- .2 Furnish and delivery of all finish hardware necessary for all doors. Also hardware as specified herein and as enumerated in "Set Numbers" and as indicated and requested by actual conditions of the building. The hardware shall include the furnishing of all necessary screws, special screws, bolts, special bolts, expansion shields, drop plates and all other devices necessary for the proper installation of the hardware.
- .3 The Engineer-Architect approval of the schedule will not be construed as certifying that the list is complete. Acceptance of the Hardware Schedule does not relieve the supplier of responsibility of errors or omissions.
- .4 Hardware should not be ordered unless a corrected copy of the shop drawings is reviewed and returned from the specification writer and bearing the approval of the Engineer-Architect.
- .5 Aluminum Door hardware is to be ordered immediately after approval of shop drawings and shipped directly to the Aluminum Door supplier.
- .6 Furnish, deliver and install all finish hardware necessary for all doors, also hardware as specified herein and as enumerated in hardware group indicated by actual conditions at the project site.
- .7 The electrical hardware shall include the furnishing of plug in connections and final connections of Low voltage wiring at the door opening. Electrical hardware devices to be installed by section 08 71 00 with all final connection with termination above the frame. Electric hardware devices for the proper operation and application of the hardware noted by connection notes in the hardware schedule. Power, conduit, low voltage wire to junction box above the frame. Connection of the card readers, maglocks and high voltage wire by the electrical section Division 16.
- .8 Division 16 to provide high voltage wiring and conduit to the door opening or power supplies including conduit to hardware locations.

1.2 REFERENCES

- .1 American National Standards Institute (ANSI) A117.1 Specification
 - .1 ANSI/BHMA A156.1-2006, Butts and Hinges.
 - .2 ANSI/BHMA A156.26-2006, Continuous Hinges.
 - .3 ANSI/BHMA A156.3-2001, Exit Devices.
 - .4 ANSI/BHMA A156.4-2000, Door Controls (Closers)
 - .5 ANSI/BHMA A156.5-2001, Auxiliary Locks and Associated Products.
 - .6 ANSI/BHMA A156.6-2005, Architectural Door Trim.
 - .7 ANSI/BHMA A156.7-2003, Template Hinge Dimensions.
 - .8 ANSI/BHMA A156.18-2006, Materials and Finishes.

- .9 ANSI/BHMA A156.21-2006, American National Standards for Thresholds.
- .10 ANSI/BHMA A156.22-2005, Door Gasketing and Edge Seal Systems.
- .11 ANSI/BHMA A156.29-2001, American National Standards for Exit Locks, Exit Locks with Alarms, Exit Alarms, Alarms for Exits.
- .12 ANSI/BHMA A156.30-2003, American National Standards for High Security Cylinders.
- .13 ANSI/BHMA A156.31-2001, American National Standards for Electric Strikes and Frame Mounted Actuators.
- .2 Canadian Standards Association (CSA)
 - .1 CAN/CSA-B651-04.Accessible Design for the Built Environment.
- .3 Canadian Steel Door Manufacturer's Association (CSDMA).
 - .1 Standard Hardware Locations in Accordance with the Canadian Steel Door and Frame Association Guidelines.
 - .2 Recommended locations for Architectural Hardware for Wood Flush Doors.
- .4 National Fire Protection Agency (NFPA)
 - .1 NBC National Building Code (1995)
 - .2 NFPA-80 2007 Standard for Fire Doors and Windows.
 - .3 NFPA101 Life Safety Code (2000)
 - .4 NFPA-105 Smoke and Draft Control

1.3 ABBREVIATIONS

.1 The following abbreviations are applicable to this section:

.1	AHC	Architectural Hardware Consultant
.2	ALD ALF	Aluminum Door and Frame
.3	ATMS/STMS	Arm/Strike to Template with Machine Screws
.4	BB or FBB	Ball Bearing Hinges
.5	BC	Back Check
.6	BTB	Back to Back
.7	B3E or B4E	Bevel 3 or 4 sides
.8	C to C, C/L	Centerline to Centerline
.9	CDC	Certified Door Consultant
.10	СМК	Construction Masterkeyed
.11	CSC	Construction Specifications Canada
.12	CSK	Countersunk Screw Holes.
.13	Cyl.	Cylinder of a lock
.14	Deg.	Degree of opening
.15	DEL	Delay Action
.16	DHI	Door and Hardware Institute
.17	DR	Door
.18	FC	Full Cover
.19	FS	Fail Safe

.20	FSE	Fail Secure
.21	FTMS	Full template machine screws
.22	1⁄2 TMS	Half template machine screws
.23	GMK	Grand Masterkeyed
.24	KA/KD	Keyed Alike, Keyed Different
.25	HMD/PSF	Hollow Metal Door, Pressed Steel Frame
.26	LH/RH	Left Hand, Right Hand
.27	LHR/RHR	Left Hand Reverse, Right Hand Reverse
.28	MK or MKD	Master Keyed
.29	NBC	National Building Code
.30	NRP	Non removable pin
.31	TB/SB	Thru Bolts, Sex Bolts
.32	TJ	Top Jamb
.33	ULC	Underwriters Laboratories Canada
.34	WD	Wood Door

1.4 SUBMITTALS

- .1 Product Data:
 - .1 Submit manufacturer's printed product literature, specifications and data sheets in accordance with Sections 01 00 01 and 01 00 02.
- .2 Samples:
 - .1 Upon Engineer-Architect request submit samples of door hardware in accordance with Sections 01 00 01 and 01 00 02.
 - .2 Identify each sample by label indicating applicable specification paragraph number, brand name and number, finish and hardware package number.
 - .3 After approval samples will be returned for incorporation in the Work.
- .3 Hardware List:
 - .1 Submit detailed hardware list and keying schedule in accordance with Sections 01 00 01 and 01 00 02.
 - .2 Hardware Schedule is to be submitted as per DHI vertical format which is in the "Sequence and Format for Hardware Schedules".
 - .3 Indicate specified hardware including make, model, material, function, size, finish and other pertinent information.
 - .4 Furnish other Sections with templates required for hardware preparation and installation. Issue templates when requested so as not to cause any delays but not before hardware list has received final review by Engineer-Architect.
 - .5 Keying Schedule to be in accordance with DHI manual "Keying Systems Names and Nomenclature". Key schedule is not to hold up the processing of the hardware list.
 - .6 Wiring Diagrams will only be supplied after the final approval of the Hardware Schedule. Submit wiring diagrams as requested for proper installation of electrical, electrical-mechanical and electrical-magnetic products.
- .4 Manufacturer's Instructions: Submit manufacturer's installation instructions.

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.5 Closeout Submittals: Provide operation and maintenance data for door closers, locksets, door holders, electrified hardware and fire exit hardware for incorporation into Operations and Maintenance Manuals specified in Section 01 00 02.

1.5 WARRANTY

- .1 Provide guarantee.
 - .1 Closers 10 year
 - .2 Mortise Locks 10 year mechanical / 2 year electrical
 - .3 Electronic Closer 2 year
 - .4 Exit Device 3 years
 - .5 Hinges Lifetime of Building
 - .6 All other Hardware 1 year

1.6 QUALITY ASSURANCE

- .1 Regulatory Requirements: hardware for doors in fire separations and exit doors certified by a Canadian Certification Organization accredited by Standards Council of Canada.
- .2 Meet requirements of National Building Code of Canada and other applicable regulations.
- .3 Test Reports: certified test reports showing compliance with specified performance characteristics and physical properties.
- .4 Certificates: product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
- .5 Pre-installation Meetings: conduct pre-installation meeting to verify project requirements, manufacturer's installation instructions and manufacturer's warranty requirements.
- .6 Upon completion of finish hardware installation, hardware supplier shall inspect work and shall certify in writing that all items and their installation are in accord with requirements of Contract Documents and are functioning properly.

1.7 PRODUCT DELIVERY, HANDLING & STORAGE

- .1 Packing, Shipping, Handling and Unloading:
 - .1 Deliver, store, handle and protect materials in accordance with Sections 01 00 01 and 01 00 02.
 - .2 Package each item of hardware including fastenings, separately or in like groups of hardware, with necessary screws, keys, instructions and installation templates.
 - .3 All items of hardware should be itemized and tagged as per the approved Finish Hardware Schedule.
 - .4 Hardware for Aluminum Doors to be shipped directly to the Aluminum Door supplier. Hardware for Aluminum Doors will be ordered immediately after approval of shop drawings. Delays in ordering the Aluminum Door hardware will not be accepted.
 - .5 Shortages will not delay installation.
 - .6 Items damaged in shipment will be replaced properly with proper material.

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- .7 All Hardware shall be handled in a manner to avoid damage, marking and scratching.
- .8 Hardware is to be inventoried on site and confirmed by the Contractor and Hardware Supplier.
- .2 Storage and Protection:
 - .1 Store hardware in locked, clean and dry area.

1.8 WASTE DISPOSAL AND MANAGEMENT

- .1 Separate and recycle waste materials in accordance with Section 01 74 19.
- .2 Collect and separate metal, plastic, paper packing and corrugated cardboard and deposit in appropriate on site recycling bins.
- .3 Dispose of corrugated cardboard, plastic packaging material in appropriate on-site bin for recycling in accordance with site waste management program.

1.9 MAINTENANCE

- .1 Provide maintenance materials in accordance with Section 01 00 02.
- .2 Provide three sets of maintenance tools for closers, locks and exit devices as well as a complete set of installation instructions.
- .3 After the building is occupied, arrange for an appointment with the owner to instruct them of proper use, service, adjusting and maintenance of the hardware furnished in this section.
- .4 Extra Material if required.

1.10 INSPECTION

- .1 The hardware supplier shall arrange at least four visits to the job site.
 - .1 Visit project at time of delivery of hardware and inspect the personnel who will be looking after the installation and issuing of hardware at the job site. Delivered hardware to be received, sorted and itemized at the jobsite with contractor.
 - .2 Second visit will be required for key meeting with the owner/representative at a location at their request.
 - .3 Third visit will take place when about sixty percent of hardware is installed.
 - .4 Check all hardware on site and correct any errors or shortages. Co-ordinate with contractor to determine proper time for visit.
 - .5 Fourth visit shall take place just prior to building turnover. All hardware shall be checked for proper installation and adjustment. Any errors shall be corrected and adjustments made. Check the key system and furnish a report along with maintenance manuals detailing any errors found.
 - .6 Cost of this service will be included as part of this Section and is not covered by any allowance amount.

Part 2 Products

2.1 HARDWARE ITEMS

- .1 Only locksets and latchsets listed are acceptable for use on this project.
- .2 Use one manufacturer's products only for all similar items.
- .3 Manufacturer's Listed:
 - .1 Continuous Hinges
 - .1 McKinney ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .2 Locks
 - .1 Sargent ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .3 Exit Devices
 - .1 Sargent ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .4 Closers
 - .1 Sargent ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .5 Power Operators
 - .1 Besam Entrance Solutions, Royal Door Ltd., 105 Henri Dunant Street, Moncton, NB, E1E 1E4.
 - .6 Flush Bolts
 - .1 Rockwood Manufacturing ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .7 Overhead Stops
 - .1 Sargent ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .8 Flatware
 - .1 Rockwood Manufacturing ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .9 Floor/Wall Stops
 - .1 Rockwood Manufacturing ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .10 Weatherstrip/Thresholds
 - .1 Pemko ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan, Ontario, L4H 4T9.
 - .11 Key Cabinet
 - .1 Telkee, 60 Starlifter Ave. Dover Delaware 19901-9254.
 - .12 Electromagnetic Locks
 - .1 Securitron ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan Ontario, L4H 4T9.
 - .13 Power Supplies

- .1 Securitron ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan Ontario, L4H 4T9.
- .14 Electric Strikes
 - .1 HESS ASSA ABLOY Door Security Solutions Canada, 160 Four Valley Drive, Vaughan Ontario, L4H 4T9.

2.2 DOOR HARDWARE

- .1 All fasteners to come complete with the hardware as described. Hardware supplier must be Advised immediately if required fasteners are not enclosed with hardware.
- .2 Hardware must be installed with fasteners supplied by the manufacturer.
- .3 Continuous Geared Hinges: to ANSI/BMHA A156.26.
 - .1 Provide continuous hinges of the type and style noted in the Hardware legend.
 - .2 To be non-handed and completely reversible.
 - .3 Material: Extruded tempered aluminium.
 - .4 Material Standard: 6063-T6 Alloy.
 - .5 Configuration: Three interlocking extrusions in pinless assembly, installed to full height of door.
 - .6 Type: Full Mortise: 45mm for extra heavy duty weights.
 - .7 Length: Full height less 25mm.
 - .8 Strength: Heavy Duty 27 bearings each leaf for 2108mm, minimum door weight 245 kg.
 - .9 Mortise Fasteners: TEK, #12 x ³/₄" inch, FHUC, Philips head screws.
 - .10 Size to suite door height complete with installation aids and fasteners to suit door an frame conditions.
 - .11 All electric hinges to be supplied with Electrolynx QC plug in connectors as specified.
 - .12 Finish to Anodized Aluminum US28.
 - .13 Standard of Acceptance:
 - .1 Specified Acceptable Alternates
 - .2 <u>McKinney Pemko Hager (Roton)</u>
 - .3 MCK-12HD CFM83SLFHD 780-112HD
- .4 Exit Devices: to ANSI/BMHA A156.3, Grade 1.
 - .1 Modern touch pad type, fabricated of brass, bronze, stainless steel or aluminum.
 - .2 UL listed for Accident Hazard or Fire Exit Hardware as required.
 - .3 Hex key dogging standard on non fire-rated exit devices. Cylinder dogging where specified.
 - .4 Exit devices shall be UL listed panic exit hardware. All exit devices for fire rated openings shall be ULC labeled fire exit hardware.
 - .5 Include all electrified functions as specified.
 - .6 Device Length as per manufacturer's guidelines.
 - .7 The design of the exit device shall eliminate the necessity of removing the device from the door for standard maintenance or keying changes.

- .8 Trim as specified shall be through-bolted.
- .9 All vertical rod in pairs to be less bottom rod where noted.
- .10 Extension rods are required as per manufacturer's requirements.
- .11 Electronic exit devices to have Linx quick connectors (QC).
- .12 Exit devices to suite doors over 45mm where required.
- .13 Standard of acceptance:

.1	Specified	Acceptable Alternates	
.2	Sargent	Corbin	Yale
.3	8800 - Series	ED5200	7100
.4	8700 - Series	ED5400	7110

.5 Power Supplies:

- .1 Dual output, field selectable 12 or 24 VDC via clearly marked toggle switch.
- .2 Supplies 1 full AMP continuous current output, even while charging back-up batteries.
- .3 SPDT AC monitoring output allows for remote monitoring of the power supply's 110V AC input.
- .4 Separate voltage inputs for load and battery allow the batteries to charge at a higher output while the load remains at exactly 12 or 24 VDC.
- .5 LED indication (AC & DC) showing power supply status UL listed low current fire alarm disconnect requires only a minimum size fire alarm relay and wire gauge Polyswitch type breakers allow for large short duration inrush current if batteries are installed (approx. 20A for 1 second) Line voltage and DC fuses Sealed lead acid-gel battery charging capability (battery not included).
- .6 UL Class 2, linear regulated power supply provides the cleanest power available sensitive, active safety and security devices.
- .7 UL Listed.
- .8 CFAR Relay Securitron's Fire Alarm reset module interconnects with a Securitron BPS series power supply and a fire alarm (made by others). The purpose is to provide additional safety and control in an installation where activation of the fire alarm is intended to switch off the BPS power supply.
- .9 This is often done to release power to magnetic locks which are installed on perimeter doors so as to permit safe evacuation in the event of a fire. The module has three specific functions:
 - .1 It will maintain the released condition of devices released by activation of the fire alarm even after the fire alarm resets and until the module itself is reset by key.
 - .2 It allows key controlled release of the same devices (separate from the fire alarm control).
 - .3 It signals the released or "normal" condition of the devices via a bicolor LED.
- .10 Standard of acceptance:
 - .1 Specified Acceptable Alternates
 - .2 Securitron Sargent
 - .3 BPS 3500

- .6 Key Switches:
 - .1 Mortise Keyswitch MKA Series.
 - .2 Standard with 12 or 24 VDC bi-color LED
 - .3 Backing bracket permits integration with any 32mm or 28mm mortise cylinder (Not Included)
 - .4 Additional switch position on backing bracket allows another switch to be activated by turning the key in the opposite direction 5 Amp rated plunger switch UL Listed.
- .7 Door Status Switch:
 - .1 Monitors door position remotely.
 - .2 SPDT concealed switch (3 wire).
 - .3 Contacts rated .25 Amp @24 VDC, requires 25mm diameter hole.
 - .4 Standard of acceptance:
 - .1 Specified Acceptable Alternates
 - .2 Sargent Securitron
 - .3 3287 DPS W/M
- .8 Wireless Access Control Products: Heavy Duty cylindrical locksets to ANSI 156.2 Series 4000 Grade 1, and ANSI A117.1 accessibility guidelines.
 - .1 Motorized locking control of lever handle trim with 12.5mm anti-friction deadlocking latch.
 - .2 UL listed and labeled for up to 3 hour fire rated openings.
 - .3 Provide access control locks type and function and keying where specified in the Hardware groups.
 - .4 Wireless access control cylindrical locks interface using local wireless connection between the lock and nearby communication hub connecting via RS-485 or Wiegand wiring to a new or online electronic access control system platform.
 - .5 Provide keypad/proximity, proximity only, keypad/iCLASS and iCLASS only locks.
 - .6 Fully encrypted AES 128 wireless communication between PR100 and communication hub (1EEE802.15.4, 2.4 GHz) with no proprietary programming device requirements. Locks will work independently of wireless connections slowdown or failure.
 - .7 Intergrated reader supports HID 125kHz proximity or 13.56 MHz iCLASS (full authentication, all formats) contactless credentials.
 - .8 Provide lock installation tool and USB Radio Dongle for initial lock set-up and configuration.
 - .9 Real time access control system accessible monitoring of inside lever handle, external door position switch, battery and tamper.
 - .10 Mechanical key override.
 - .11 Six AA alkaline batteries power supply with LED indication of locked, programming mode and low capacity warning status conditions.
 - .12 Electronic access control system platform, including communication cable and software by others.
 - .13 Locks to be purchased by an Authorized Channel Partner.
 - .14 Locks to be installed by a Certified Installer.

- .16 Roses: round.
- .17 Finished to 26D.
- .18 Standard of Acceptance:
- .19 Specified Acceptable Alternates
- .20 Sargent Corbin Yale
- .21 C2-10 Line
- .9 Wiegand Proximity Readers.
 - .1 125kHz Keypad Prox Reader (keypad configured for 8bit data bursts).
 - .2 Mounts in standard single gang electrical box, field adjustable for mounting directly to metal.
 - .3 10VDC-28.5VDC power supply required ideal for medium-range applications. Available with Wiegand, Serial (RS-232/RS-422) or Clockand-Data interface Sealed for indoor or outdoor use.
 - .4 Available in gray or beige.
 - .5 Keypad data and card data can be sent on the same cable, or on a separate cable using 2 of 7 or 3 x 4 matrix.
 - .6 Standard of acceptance:
 - .7 Specified
 - .8 <u>Hartmann Sargent</u>
 - .9 Prox3 4303
- .10 Access Control Software.
 - .1 Server Software
 - .1 The Server Software may be either installed on a standard pc running Microsoft Windows 7 Home or Higher (Windows 7 Starter Not Supported) or purchased via an embedded hardware server box.
 - .2 The software shall support Microsoft SQL Server 2008 or SQL Server 2008 Express or newer.
 - .3 Software may be purchased outright or paid for on a subscription basis.
 - .4 Software shall be 100% web based and can be accessed via any web enabled device including Cell Phones, Tablets, Laptops, P.C.'s etc. without the need for any additional plug in's, i.e. no active x controls etc.
 - .5 It shall be possible to select any function, within a given operators permission, independent of the currently displayed screen.
 - .6 Functions will be accessed via tool bar Icons, which will include Help prompts that will appear when the mouse pointer dwells on the selection button.
 - .2 Administration Software Features
 - .1 Unlimited Access Privilege Groups, Assign as many access rules to each user as required, there is no limit.

- .2 Unlimited Administrators; Define as many administrators the your system requires, no limit.
- .3 Role based administrator security; Initial version supports 2 roles (basic admin, sys admin(root)).
- .4 Dual Edit Modes; Simple/Advanced Edit modes for records allowing quick access to edit complex settings for more advanced users or simple guided edit for general users.
- .5 Real time notification and status (or close to) support that automatically uses the best available solution for your browser. Also forward compatible with future web sockets implementations once server support is widely available (eta 2013)
- .6 Multiple Supported Card Formats; Seamless integration to systems already in place allowing multiple cards from other venders to work on the same readers, ie HID, AWID, HARTANN...., 26Bit,40bit,36bit....
- .7 Unlimited Customizable user fields; Add as many user fields as required, ie parking number, employee number, phone number ...
- .8 Automatic database backup; System automatically backs up entire system configuration and logs with no user intervention.
- .9 Coordinated Universal Time; Automatic time correction according to the panel's Coordinated Universal Time zone and time offset tolerance(configurable)
- .10 Daylight Saving Time; Automatic Daylight Saving Time (configurable).
- .11 Security Level Lock Down; Support emergency code (Orange, Red...) by using the multiple user security level(configurable).
- .12 Unlimited Remote Buildings supported from one single server installation.
- .13 Unlimited Doors support.
- .14 Unlimited Cardholders; Maximum number of users the system will support for entry control is limited by panel used only, this could be via proximity card, biometric reader, magstripe card, smart card etc.
- .15 Unlimited Access Privilege Rules; Rules to define what door a user has access to and at what times he is allowed access.
- .16 Unlimited Door Time Zones; These are used for programming when doors will unlock and at what time cards will be granted access via locked door.
- .17 Graphical Time Zones.
 - .1 The system must have separate time zones for user access as well as door schedules.
 - .2 The system time zones shall be drag and drop graphics allowing for easy viewing, as well as eliminating the chance of programming error.
 - .3 User time zones will support not allowed and allowed schedules
 - .4 Door time zones shall support the following modes
 - .5 Lockdown (no cards other than cards flagged as master will be granted access)
 - .6 Card Only (valid cards required to grant access)
 - .7 Pin Only (valid pins required to grant access)
 - .8 Card Or Pin (valid card or pin required for access)

	.9 Unlock (door is in public mode)
	.10 First Credential in (door will not follow its public schedule until a card flagged with first card in feature is presented at the door during the public schedule)
	.11 Dual Credential (2 valid cards one flagged as supervisor required to grant access)
.18	Unlimited Special Event Time Zones (single zone); Program doors to follow unique schedules on special dates, ie an event where you would like certain doors to stay public from 5pm to 8pm.
.19	Transparent Multi Site Control; Remote buildings seamlessly via one Server. Add cards to multiple buildings and doors instantly by assigning them to predefined access privilege groups.
.20	Unlimited System Users; Program as many users with unique logons for system administration or control.
.21	Manual Override Override - Panels, Doors, Auxiliary relays, Inputs/Outputs, Elevators.
.22	Block loading/CSV importing cards Load groups of cards with a single press of a button.
.23	Assa Abloy Aperio Integration System integrates seamlessly with all Aperio hardware including wireless cabinet locks utilizing Aperio RS485 Hub with a one to many connection.
.24	Alarm Integration; Program select users to enable/disable alarm panels via triple swipe actions at door readers.
.25	Auto firmware update utility; Server will automatically flash any number and mix of panels (ODM, ODM-WIFI, TDM) seamlessly without any user interaction. Firmware flashed in less than one minute
.26	Automatic door opener integration; Have selected cards activate both locks and door openers, excellent feature for Handicap persons
.27	User profile pictures on event notifications; Any events generated by user can be accompanied by their picture
.28	Triple Swipe Special Function; Allow certain users to perform various actions by triple swiping at keypad and entering code (up to 5 different actions can be programed).
.29	Integrated backup restore utility; Intuitive utility allowing for full backups of entire system
.30	Dual credential access; Program high security doors to require supervisor as well as another valid card before allowing access, great for any door or cabinet that protects assets.
.31	One time run time zones; Rather than overriding a door and forgetting to set back to normal just set a one time run time zone to for example unlock a door at a certain time, great for board meetings etc.
.32	Event Emailing Fully configurable email engine keeps administrators in the loop no matter where they are.

- .33 Totally configurable live event screen Select what events you are interested in monitoring real time as well as which event you want emailed
- .34 Generic Alarm Panel Interface Option; The system shall have the ability to program special cardholders to arm/disarm an alarm panel via swiping their

card 3 consecutive time at specified readers. If the alarm system is armed only those cards having the alarm interface feature will be allowed access through secured doors. Doors can be excluded from this feature if needed. The system shall monitor a status output from the alarm panel and show visual status that alarm panel is armed at readers. As well as beep readers during arming and disarming of alarm panel to notify users of state change.

.3 Hardware Requirements

.1

- Controllers.
 - .1 The system shall support multiple controllers including, single door with or without built in REX, 2 door controller, wireless single door controller with or without built in REX, Aperio RS485 integration controllers.
 - .2 Communication to all controllers must utilize the existing LAN or WAN
 - .3 Communication speed to controllers shall be at least 100 Mbps
- .2 Distributed Intelligence. The System selected will utilize distributed intelligent controllers capable of maintaining their normal operation even when off-line from the System's host computer. These controllers being of modular design to easily facilitate future expansion subsequent to the initial installation of the System. Optional hardware being included for units required to supervise monitoring alarm inputs or perform output switching functions. When operated off-line the ability to perform all normal access decisions, including if a cardholder is valid at that door and at that time, along with PIN checking is a requirement. All transactions will be time and date stamped (including seconds) by the controller at the time they occur with this information being the reference used by the System's central History log. Controller clocks will be periodically synchronized System wide
- .3 Door Controller Specification
 - .1 Unlimited Number of Door Time Zones; Unlimited number of Door Time Zone schedules the system will support. These are used for programming when doors will lock/unlock or grant credential access based on mode (Card Only, PIN Only, Card and PIN, Card or PIN, First Card In, Dual Credential, Lockdown).
 - .2 User Time Zones; Up to 256 User Time Zone schedules the system will support. These are used for programming when and at what time cards will be granted access via locked door.
 - .3 Holiday User Groups; A card user can follow one of the 50 Holiday Group setting.
 - .4 Holidays Per Group; Each group supports up to 50 holidays.
 - .5 Zones per Door Time Zone; 20 door time zones per day.
 - .6 Zones per User Time Zone (holidays) ; 4 user time zones per day.
 - .7 Zones per Door Time Zone (holiday) ; 2 door holiday time zones per day.
 - .8 Zones per User Time Zone (holiday) ; 2 user holiday time zones per day.
 - .9 Special Event Time Zones (single zone); Up to 32 One-Time-Run Time Zones available to program doors to follow unique schedules

on special dates (ie: an event that you would like certain doors to stay public from 5pm to 8pm instead of being locked).

- .10 Panel Buffer Event Storage; In an event of network failure, the panel will store the least 50,000 events in buffer for later retrieval once network connection to server is re-established.
- .11 Multiple Reader Technologies; Supports proximity, biometrics, Wiegand, mag stripes and barcode reader technology.
- .12 First Person In; Program to follow their public schedule only after a valid card has been presented (ie: in the case of a snow day the doors do not go public before someone is in the building).
- .13 Triple-Swipe Mode; Activate multiple actions by triple swipes from a keypad-reader (configurable).
- .14 16-Bit Site Code; Supports 1 ~ 65535
- .15 32-Bit Card Number; Supports 0 ~ 4294967295
- .16 Hold Name String; Stores up to 30 characters of each users name on-board.
- .17 PIN Number; Supports 3 ~ 7 digits
- .18 Start Date, Expire Date; Ability to define a credential active date range. Ideal for temporary and contract employees.
- .19 Configurable Software Filter for Back-to-Back Reader Interference; Allowed tuning for readers that are close to one another.
- .20 Remote Firmware Upgradable; Managed automatically by the software no user intervention required.
- .21 Multi-run Modes for Simplified Trouble-Shooting; Normal, Debug, Diagnose
- .22 On-Board UI; Easy check and/or change most parameter values on the panel through on-board push button keys, LEDs, and audible beep.
- .23 Password Protection; Changing parameter values are protected by a password.
- .24 Output Port (fully configurable) ; Door Strike, Door Opener, External Buzzer, Alarm Interface, Aux Output
- .25 Input Port (fully configurable) ; Request to Exit, Door Contact, Handicap Open, Motion, Aux Input, Emewrgency Alarm.
- .26 PIN Blocking; Five consecutive incorrect PIN entry blocks PIN input for 30 sec with buzzer sound warning.
- .4 Door Controller Physical Specifications
 - .1 32-Bit Microprocessor-Based
 - .2 Power over EthernetIEEE 802.3af PoE standard provides up to 15.4 Watts.
 - .3 DC 12V power output for motion or other devices
 - .4 Output Port (fully configurable) Lock relay supply power (12V, 500mA) to the lock, over current protection, SSR Relay2, SSR Relay3 60V (TVS circuit limits 24V), 500mA, fully configurable, no mechanical ports.

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			.5	Input Ports Fully configurable including sup setting, includes door contact, exit button, motion etc.	pervised or digital input external request to exit
			.6	Tamper Sensor Photo tamper sensor (config	gurable)
			.7	Readers Ports 2 ports, hardware dat configurable reader port mapping (Example Door1-Outside.)	a monitoring LEDs, e: Reader-Port1 maps to
			.8	Network 10/100Mbps supporting Static or	DHCP
			.9	Displays 2 Line x 16 Ch LCD Display (co LED back light (brightness adjustable) 4 LED's, 3 relay output indication LED's, 2 E	ontrast adjustable) with user LED's, 2 power Ethernet status LED's
			.10	Keyboard Four user push buttons for data en	ntry or output selection.
			.11	Time Keeps up to 1 month withou No battery needed.	t power connection.
			.12	Supports hardware-level emergency alarm	interface.
			.13	Sounder On-board piezo buzzer (90dB at buzzer (100dB at 100 cm)	10cm), Optional loud
			.14	Multi-purpose Expansion Port Supports Wil I\Os (for future expansions)	Fi, serial, extra memory,
		.5	Syster Wirel 8 Ape	m must have the capability to fully integrate to t ess lock system. This integration must have the erio wireless locks at a time through one interf	the ASSA Abloy Aperio e ability to interface with face device.
		.6	Stand	ard of acceptance:	
		.7	<u>Speci</u>	fied Acceptable Alternates	
		.8	Hartn	nann	
		.9	Protec	ctor.Net	
		.10	Suppl use.	y all Acceptable Alternates products which ar	re required for intended
2.3		FASTENING	S		
	.1	Use only faste applicable lice	eners pro ensed lat	ovided by manufacturer. Failure to comply moels.	ay void warranties and
	.2	Supply screws installation an	s, bolts, e d operat	expansion shields and other fastening devices r ion of hardware.	required for satisfactory
	.3	Exposed faste	ning dev	vices to match finish of hardware.	
	.4	Where pull is devices, and in to cover faster	schedule nstall so ners.	ed on one side of door and push plate on other pull can be secured through door from reverse	r side, supply fastening side. Install push plate

.5 Use fasteners compatible with material through which they pass.

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FINISHES 2.4

.1	Description	Material	BMHA
.2	Exterior Hinges	Stainless Steel Metal, Satin	630
.3	Interior Hinges	Satin Chromium Plated	626
.4	Locks	Stainless Steel Metal, Satin	630
.5	Exit Devices	Satin Chromium Plated	626
.6	Closers	Aluminum Powder Coated	689
.7	Flatware	Stainless Steel Metal, Satin	630
.8	All other items	Satin Chromium Plated	626

2.5 **KEYING**

- .1 All locks to be masterkeyed to the existing factory registered masterkey system. All locks to be masterkeyed as per the owners instructions.
- .2 All cylinders to be construction master keyed.
- .3 All locks and cylinders to be visually keyed.
- .4 Consult with the Architect/Engineer and the owner and secure written approval of the complete keying layout prior to placing lock order with the factory.
- .5 Grand masterkeys and masterkeys shall be sent directly to the owner by registered mail, return receipt if requested.

5

5

.6 Supply:

- 1. Masterkeys 5 per group
- 2. Construction Master Keys
- 3. Control Keys - Const. Cores
- Control Keys Perm. Cores 5 4. 4
- 5. Change Keys/Lock
- 4. **Construction Masterkeys** 10
- 5. Key Blanks 100

Part 3 Execution

3.1 **MANUFACTURER'S INSTRUCTIONS**

- .1 Compliance: comply with manufacturer's written data, including product technical bulletins, product catalogue installation instructions, product carton installation instructions, and data sheets.
- .2 Furnish metal door and frame manufacturers with complete instructions and templates for preparation of their work to receive hardware.

- .3 Furnish manufacturers' instructions for proper installation of each hardware component.
- .4 Wiring Diagrams: Provide any special information, voltage requirements and wiring diagrams to other trades requiring such information.

3.2 INSTALLATION

- .1 Install door hardware in accordance with manufacturer's instructions, using special tools and jigs. Fit accurately and apply securely. Ensure that hardware is installed correctly. Issue instructions if required to Sections concerned.
- .2 Install hardware to standard hardware location dimensions in accordance with Canadian Metric Guide for Steel Doors and Frames (Modular Construction) prepared by Canadian Steel Door Manufacturers' Association.
- .3 Installation is to be done by a qualified tradesman, if technical assistance is required contact the hardware supplier.
- .4 Where door stop contacts door pulls, mount stop to strike bottom of pull.
- .5 Install key control cabinet.
- .6 Use only manufacturer's supplied fasteners. Failure to comply may void manufacturer's warranties and applicable licensed labels. Use of "quick" type fasteners, unless specifically supplied by manufacturer, is unacceptable.
- .7 Remove construction cores and locks when directed by Contractor; install permanent cores and check operation of locks.
- .8 Hardware should not be installed until all finishing is complete.
- .9 All hardware to be installed level plumb and true.
- .10 All operating parts to work freely and smoothly.
- .11 Exterior thresholds to be set in exterior sealants.
- .12 Install Power Operators as per manufacturer's instructions and by a qualified installer.
- .13 Access control to be installed by a certified installer.
- .14 High voltage wiring by division 16. Low voltage wiring by access control supplier.

3.3 ADJUSTING

- .1 Adjust door hardware, operators, closures and controls for optimum, smooth operating condition, safety and for weather tight closure.
- .2 Lubricate hardware, operating equipment and other moving parts.
- .3 Adjust door hardware to provide tight fit at contact points with frames.

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.4 All defective or damaged hardware will have to be repaired or replaced at the contractors expense.

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3.4 CLEANING

- .1 Perform cleaning after installation to remove construction and accumulated environmental dirt.
- .2 Clean hardware with damp rag and approved non-abrasive cleaner, and polish hardware in accordance with manufacturer's instructions.
- .3 Remove protective material from hardware items where present.
- .4 Upon completion of installation, remove surplus materials, rubbish, tools and equipment barriers.

3.5 **DEMONSTRATION**

- .1 Keying System Setup and Cabinet:
 - .1 Set up key control system with file key tags, duplicate key tags, numerical index, alphabetical index and key change index, label shields, control book and key receipt cards.
 - .2 Place file keys and duplicate keys in key cabinet on their respective hooks.
 - .3 Lock key cabinet and turn over key to Owner's Representative.
- .2 Maintenance Staff Briefing:
 - .1 Brief maintenance staff regarding:
 - .2 Proper care, cleaning, and general maintenance of projects complete hardware.
 - .3 Description, use, handling, and storage of keys.
 - .4 Use, application and storage of wrenches for door closers, locksets and fire exit hardware.
 - .5 Demonstrate operation, operating components, adjustment features, and lubrication requirements.

3.6 FIELD QUALITY CONTROL

.1 An inspection report will be required 6 months after substantial completion by a qualified Architectural Hardware Consultant to note any deficiencies. The inspection should include checking each lock against the key schedule to make sure the correct locks and cylinders are on the proper doors.

3.7 PROTECTION

.1 Protection must be given to all products and finishes until such time as the owner accepts the project.

3.8 CERTIFICATION

.1 After installation, Hardware Supplier is to have a regular member of the Architectural Hardware Consultants' (AHC) Association inspect and certify in writing that all items and their installations are in accordance with specified requirements.

3.9 DOOR HARDWARE SETS

- .1 The door hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
- .2 The supplier is responsible for handing and sizing all products as listed in the door hardware sets. Quantities listed are for each pair of doors, or for each single door.
- .3 Products listed in the Door Hardware Sets must meet the requirements described in the specification sections noted.

3.10 HARDWARE SCHEDULE

Set: 1.0

1	Access Control Lock	DG1 28 63 64 C2-10G77 PALL	US26D	SA
1	Shared POE Controller	Hartmann POE-APERIO-8, to be shared, Note in Misc. Section		00
1	Shared Hub	Hartmann HC-AH30R12, to be shared, Note in Misc. Section	Std	00
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)		SA

Notes:

Requires purchase of Aperio lock by an authorized channel partner. Requires installation of Aperio lock by a certified installer.

Mode of operation: Door to be locked at all times. Entry by authorized card or key. Entry by authorized card will unlock lever and allow lever to depress and retract latch. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

Set: 2.0

1	Electric Strike	5200C-LBM	630	HS
1	SMART Pac Bridge Rectifier	2005M3		HS
1	POE Controller	Hartmann POE-ODN-XB-1R		00
1	Wiring Harness	93998-QC-1500P-QC12-12 Wires W/Pins-15'0	Std	МК
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)		SA

Notes:

Requires low voltage from power supply to electric strike location. Requires low voltage and communication wire by electrical supplier. Requires conduit to be supplied and installed by electrical supplier. Requires wire and wire pull by electrical supplier.

Mode of operation:

door to be locked at all times. Entry by authorized card or key. Entry by authorized card will activate electric strike for door to be manually pushed open. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

<u>Set: 3.0</u>

1	Electric Strike	9600-LBM	630	HS
1	SMART Pac Bridge Rectifier	2005M3		HS
1	POE Controller	Hartmann POE-ODN-XB-1R		00
1	Wiring Harness	93998-QC-1500P-QC12-12 Wires W/Pins-15'0	Std	MK
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)		SA

Notes:

Requires low voltage from power supply to electric strike location. Requires low voltage and communication wire by electrical supplier. Requires conduit to be supplied and installed by electrical supplier. Requires wire and wire pull by electrical supplier.

Mode of operation: door to be locked at all times. Entry by authorized card or key. Entry by authorized card will activate electric strike for door to be manually pushed open. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

Set: 4.0

1	Continuous Hinge	CFM83SLF-HD1 PT		PE
1	Electric Strike	1006-LBM	630	HS
1	SMART Pac Bridge Rectifier	2005M3		HS
1	Electric Power Transfer	EL-CEPT		SU
1	POE Controller	Hartmann POE-ODN-XB-1R		00
1	Power Supply	PSP-24-1.5		SU
1	Wiring Harness	93998-QC-1500P-QC12-12 Wires W/Pins-15'0	Std	MK
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)		SA

Notes:

Requires low voltage from power supply to electric strike location. Requires low voltage and communication wire by electrical supplier. Requires conduit to be supplied and installed by electrical supplier. Requires wire and wire pull by electrical supplier.

Mode of operation: door to be locked at all times. Entry by authorized card or key. Entry by authorized card will activate electric strike for door to be manually pushed open. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

<u>Set: 5.0</u>

1	POE Controller	Hartmann POE-ODN-XB-1R	00
1	Existing	Remainder of Hardware Existing	00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)	SA

Notes:

Requires low voltage from power supply to electric strike location. Requires low voltage and communication wire by electrical supplier. Requires conduit to be supplied and installed by electrical supplier. Requires wire and wire pull by electrical supplier.

Mode of operation: door to be locked at all times. Entry by authorized card or key. Entry by authorized card will activate electric strike for door to be manually pushed open. Standard functionality for door contacts and request to exit. Lock has mechanical key override.

Free exit at all times.

Set: 6.0

1	Existing	Power Operator	Std	00
1	POE Controller	Hartmann POE-ODN-XB-1R		00
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)		SA

Notes:

Requires low voltage from power supply to electric strike location. Requires low voltage and communication wire by electrical supplier. Requires conduit to be supplied and installed by electrical supplier. Requires wire and wire pull by electrical supplier.

Mode of operation: door to be locked at all times. Entry by authorized card or key. Entry by authorized card will activate electric strike for door to be manually pushed open. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

<u>Set: 7.0</u>

1	Electric Strike	9600-LBM	630	HS
1	SMART Pac Bridge Rectifier	2005M3		HS
1	POE Controller	Hartmann POE-ODN-XB-1R		00
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point))	SA

Notes:

Requires low voltage from power supply to electric strike location. Requires low voltage and communication wire by electrical supplier. Requires conduit to be supplied and installed by electrical supplier. Requires wire and wire pull by electrical supplier.

Mode of operation: door to be locked at all times. Entry by authorized card or key. Entry by authorized card will activate electric strike for door to be manually pushed open. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

Set: 8.0

1	Magnetic Lock	M62BD		SU
1	Cylinder	DG1 63 64 41	US26D	SA
1	CFAR x Reset	CFAR-24 x MK x MKS	Std	SU
1	POE Controller	Hartmann POE-ODN-XB-2R		00
1	Power Supply	BPS-24-1		SU
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)		SA
1	Filler Plate	SFP-5/8CL-12		SU

Notes:

Requires low voltage from power supply to electric strike location. Requires low voltage and communication wire by electrical supplier. Requires conduit to be supplied and installed by electrical supplier. Requires wire and wire pull by electrical supplier.

Mode of operation: door to be locked at all times. Entry by authorized card or key. Entry by authorized card will activate electric strike for door to be manually pushed open. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

Set: 9.0

1	Pneumatic Strike	EC281-S4	32D	OT
1	Tubing	925 x 100'	Std	LC
1	POE Controller	Hartmann POE-ODN-MB-1R		00
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point))	SA

Notes:

Explosion proof for nitrate room. Controller to be in an explosion proof box. Pneumatic hose to be installed to the electric strike location from the control box.

Requires 120vac power to control box location by electrical supplier. Requires low voltage from power supply to electric strike location. Requires low voltage and communication wire by electrical supplier. Requires conduit to be supplied and installed by electrical supplier. Requires wire and wire pull by electrical supplier.
AAFC ACCCRC Card Access and Security System Upgrade Section 08 71 00 – Door Hardware

Mode of operation: Door to be locked at all times. Entry by authorized card or key. Entry by authorized card will activate electric strike for door to be manually pushed open. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

Set: 10.0

1	Access Control Exit Device	DG1 12 63 64 N2-PA-8877 ETL US3	32D SA
1	Shared POE Controller	Hartmann POE-APERIO-8, to be shared, Note in Misc. Section	00
1	Shared Hub	Hartmann HC-AH30R12, to be shared, Std Note in Misc. Section	00
1	Existing	Remainder of Hardware Existing	00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)	SA

Notes:

Requires purchase of Aperio lock by an authorized channel partner. Requires installation of Aperio lock by a certified installer.

Mode of operation: door to be locked at all times. Entry by authorized card or key. Entry by authorized card will unlock lever and allow lever to depress and retract latch. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

Set: 11.0

1	Removable Mullion	DG1 63 64 L980S	PC	SA
1	Access Control Exit Device	DG1 12 63 64 N2-PA-8877 ETL	US32D	SA
1	Exit Device	DG1 12 63 64 8813 ETL	US32D	SA
1	Shared POE Controller	Hartmann POE-APERIO-8, to be shared, Note in Misc. Section		00
1	Shared Hub	Hartmann HC-AH30R12, to be shared, Note in Misc. Section	Std	00
1	Existing	Remainder of Hardware Existing		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point)		SA

Notes:

Requires purchase of Aperio lock by an authorized channel partner. Requires installation of Aperio lock by a certified installer.

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Mode of operation: Door to be locked at all times. Entry by authorized card or key. Entry by authorized card will unlock lever and allow lever to depress and retract latch. Standard functionality for door contacts and request to exit. Lock has mechanical key override. Free exit at all times.

Set: 12.0

5	Key Charge	Master Keys		SA
5	Key Charge	Construction Master Keys		
5	Key Charge	Control Keys - Construction Cores		
5	Key Charge	Control Keys - Permanent Cores		SA
2	Key Charge	Extra Keys per Lock		SA
1	Key Charge	Visual Keying (Cylinder and Keys)		SA
100	Key Charge	Key Blanks		SA
1	Test Unit	WT1		YA
200	Prox Fob	Hartmann PSK3		00
6	Aperio Hub	Hartmann POE-APERIO-8		00
15	POE Switch 4 Port	Hartmann 8POESwitch	Std	00
1	POE Switch 24 Port	Hartmann 24POESwitch	Std	00
6	Aperio Hub RS485 1:8	Hartmann HC-AH30R12	Std	00
1	Aperio Programming Kit	Hartmann HC-APA-10-PC	Std	00
1	Software	Hartmann ProNet1yr - Renewed every year	•	00
15	UPS Backup	Hartmann UPS BE550G-CN 550VA 330W		00
200	Prox Cards	Hartmann PSC1		00
1	Certified Installer	Installation		00
1	Certified Installer	Access Control Installation		00
1	Training	Training for Access Control		00
1	Wiring Diagrams	Wiring Diagrams (Elevations & Point to Point))	SA
1	Molex Service Repair Kit	94034-QC-R001	Std	MK

Notes:

All buildings to have a POE switch and an UPS. Building 25 to have 5 POE switches and each to have an UPS. Building 25 to have 6 Aperio hubs to control the Aperio locks and exits. The UPS will power maglocks and electric strikes through the POE injector Aperio locks to be purchased through integrator of the software.

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Door Index

Opening	Heading	Opening	Heading	Opening	Heading
Numbers	Numbers	Numbers	Numbers	Numbers	Numbers
11-01	7.0	25-06	1.0	25-16	11.0
18-01	3.0	25-07	11.0	25-17	8.0
25-01	10.0	25-08	5.0	36-01	7.0
25-02	11.0	25-09	11.0	36-02	7.0
25-03	5.0	25-10	1.0	38-01	8.0
25-04	11.0	25-11	1.0	38-02	7.0
25-05	11.0	25-12	1.0	39-01	2.0
		25-13	1.0	39-02	4.0
		25-14	1.0	40-01	2.0
		25-15	1.0	40-02	9.0
				Misc	12.0

1.1 GENERAL

.1 This Section covers items common to Sections of Division 26. This section supplements requirements of Division 1, Division 2, Division 28, Division 31 and Division 33.

1.2 REFERENCES

- .1 Canadian Standards Association (CSA)
 - .1 CSA C22.1, Canadian Electrical Code, Part 1, Safety Standard for Electrical Installations.
 - .2 CAN/CSA-22.3 No. 1, Overhead Systems.
 - .3 CAN3-C235, Preferred Voltage Levels for AC Systems, 0 to 50,000 V.

1.3 CARE, OPERATION AND START-UP

- .1 Instruct Departmental Representative and operating personnel in the operation, care and maintenance of systems, system equipment and components.
- .2 Operating instructions to include following:
 - .1 Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
 - .2 Start up, proper adjustment, operating, lubrication, and shutdown procedures.
 - .3 Safety precautions.
 - .4 Procedures to be followed in event of equipment failure.
 - .5 Other items of instruction as recommended by manufacturer of each system or item of equipment.
- .3 Arrange and pay for services of manufacturer's factory service engineer to supervise start-up of installation, check, adjust, balance and calibrate components and instruct operating personnel.
- .4 Provide these services for such period, and for as many visits as necessary to put equipment in operation, and ensure that operating personnel are conversant with all aspects of its care and operation.

1.4 DESIGN REQUIREMENTS

- .1 Operating voltages: to CAN3-C235
- .2 Control and distribution devices and equipment to operate satisfactorily at 60 Hz within normal operating limits established by above standard. Equipment to operate in extreme operating conditions established in above standard without damage to equipment.

1.5 SUBMITTALS

- .1 Submit wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, conduit, and other items that must be shown to ensure coordinated installation.
- .2 Identify on wiring diagrams circuit terminals and indicate internal wiring for each item of equipment and interconnection between each item of equipment.
- .3 Indicate of drawings clearances for operation, maintenance, and replacement of operating equipment devices.
- .4 Quality Control: in accordance with Section 01 45 00 Quality Control.
 - .1 Provide CSA certified equipment and material. Where CSA certified equipment and material is not available, submit such equipment and material to authority having jurisdiction for approval before delivery to site.
 - .2 Submit test results of installed electrical systems and instrumentation.
 - .3 Submit certificate of acceptance from authority having jurisdiction upon completion of Work to Departmental Representative.
- .5 Manufacturer's Field Reports: submit to Departmental Representative within 7 days of review, verifying compliance of Work and electrical system and instrumentation testing, as described in PART 3 FIELD QUALITY CONTROL.

1.6 PERMITS, FEES AND INSPECTION

- .1 Submit to Electrical Inspection Division and Supply Authority necessary number of drawings and specifications for examination and approval prior to commencement of work.
- .2 Pay associated fees.
- .3 Departmental Representative will provide drawings and specifications required by Electrical Inspection Division and Supply Authority at no cost.
- .4 Notify Departmental Representative of changes required by Electrical Inspection Division prior to making changes.
- .5 Furnish Certificates of Acceptance from Electrical Inspection Division or authorities having jurisdiction on completion of work to Departmental Representative.

1.7 CO-ORDINATION

- .1 Co-ordinate work with work of other divisions to avoid conflict.
- .2 Locate distribution systems, equipment, and materials to provide minimum interference and maximum usable space.

- .3 Locate all existing underground services and make all parties aware of their existence and location.
- .4 Where interference occurs, Departmental Representative must approve relocation of equipment and materials regardless of installation order.
- .5 Notwithstanding the review of shop drawings, this division may be required to relocate electrical equipment which interferes with the equipment of other trades, due to lack of co-ordination by this Division. The cost of this relocation shall be the responsibility of this Division. The Departmental Representative shall decide the extent of relocation required.

1.8 CUTTING AND PATCHING

- .1 Definitions
 - .1 Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
 - .2 Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.
- .2 Quality Assurance
 - .1 Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - .2 Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - .3 Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - .4 Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - .5 Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- .3 Warranty
 - .1 Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

.4 Materials

- .1 In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - .1 If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

.5 Examination

- .1 Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - .1 Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - .2 Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
- .6 Preparation
 - .1 Temporary Support: Provide temporary support of Work to be cut.
 - .2 Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
 - .3 Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - .4 Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- .7 Performance
 - .1 General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - .1 Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - .2 Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - .1 In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - .2 Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

- .3 Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- .4 Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
- .5 Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- .6 Proceed with patching after construction operations requiring cutting are complete.
- .3 Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - .1 Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - .2 Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - .1 Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - .2 Restore damaged pipe covering to its original condition.
 - .3 Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - .1 Where patching occurs on a painted surface, apply primer compatible with existing paint type (oil or latex) to allow complete adherence to latex finished coatings. Apply intermediate paint coasts over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - .4 Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - .5 Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- .4 Plaster around all gypsum board penetrations smoke tight.
- .5 Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

1.9 **PROTECTION**

- .1 Protect exposed live equipment during construction for personnel safety.
- .2 Shield and mark all live parts "LIVE 120 VOLTS", or with appropriate voltage in English.
- .3 Arrange for installation of temporary doors for rooms containing electrical distribution equipment. Keep these doors locked except when under direct supervision of electrician.

1.10 RECORD DRAWINGS

- .1 Obtain and pay for three sets of white prints. As the job progresses, mark these prints to accurately indicate installed work. Have the white prints available for inspection at the site at all times and present for scrutiny at each job meeting.
- .2 Show on the record drawings the installed inverts of all services entering and leaving the building and the property. Dimension underground services at key points of every run in relation to the structure and building.
- .3 Indicate exact location of all services for future work. Show and dimension all work embedded in the structure.
- .4 Submit record drawings within 30 days prior to start of commissioning.

1.11 INSPECTION OF WORK

.1 The Departmental Representative will make periodic visits to the site during construction to ascertain reasonable conformity to plans and specifications but will not execute quality control. The Contractor shall be responsible for the execution of his work in conformity with the construction documents and with the requirements of the inspection authority.

1.12 SCHEDULING OF WORK

- .1 Work shall be scheduled and coordinated with Departmental Representative.
- .2 No additional monies will be paid for contractor's requirement to comply with work phasing conditions.

1.13 FIRE RATING OF PENETRATIONS

- .1 Maintain fire ratings around conduits passing through floors, ceilings and fire rated walls.
- .2 Use 3M brand or equal fire barrier products at each penetration.
- .3 Acceptable products for fire barrier products shall be 3M #CP25 fire barrier caulk, #303 putty, #FS 195 wrap and #CS195 sheet.

.4 Acceptable manufacturers: Nelson, Fire Stop Systems, 3M or approved equal. Material of same manufacturer to be used throughout project..

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- .1 Provide materials and equipment in accordance with Section 01 61 00 Common Product Requirements.
- .2 Equipment and material to be CSA certified. Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from Electrical Inspection Division.
- .3 Factory assemble control panels and component assemblies.

2.2 FINISHES

- .1 Shop finish metal enclosure surfaces by application of rust resistant primer inside and outside, and at least two coats of finish enamel.
 - .1 Paint outdoor electrical equipment "equipment green" finish to EEMAC Y1-1.
 - .2 Paint indoor switchgear and distribution enclosures light grey to EEMAC 2Y-1.

2.3 WARNING SIGNS

- .1 As specified and to meet requirements of Electrical Inspection Department and Departmental Representative.
- .2 Porcelain enamel decal signs, minimum size 175 x 250 mm.

2.4 WIRING TERMINATIONS

.1 Lugs, terminals, screws used for termination of wiring to be suitable for either copper or aluminum conductors.

2.5 EQUIPMENT IDENTIFICATION

- .1 Identify electrical equipment with nameplates and labels as follows:
 - .1 Nameplates: Lamicoid 3 mm thick plastic engraving sheet, black white face, black white core, mechanically attached with self tapping screws.
 - .2 Sizes as follows:

NAMEPLATE SIZES

Size 1	10 x 50 mm	1 line	3 mm high letters
Size 2	12 x 70 mm	1 line	5 mm high letters
Size 3	12 x 70 mm	2 lines	3 mm high letters
Size 4	20 x 90 mm	1 line	8 mm high letters

NAMEPLATE SIZES

Size 5	20 x 90 mm	2 lines	5 mm high letters	
Size 6	25 x 100 mm	1 line	12 mm high letters	
Size 7	25 x 100 mm	2 lines	6 mm high letters	

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- .2 Labels:
 - .1 Embossed plastic labels with 6 mm high letters unless specified otherwise.
- .3 Wording on nameplates and labels to be approved by Departmental Representative prior to manufacture.
- .4 Allow for average of twenty-five (25) letters per nameplate and label.
- .5 Identification to be English (and French where applicable).
- .6 Nameplates for terminal cabinets and junction boxes to indicate system name and voltage characteristics.
- .7 Terminal cabinets and pull boxes: indicate system name and voltage.
- .8 Transformers: indicate capacity, primary and secondary voltages and transformer number.

2.6 WIRING IDENTIFICATION

- .1 Identify wiring with permanent indelible identifying markings, either numbered or coloured plastic tapes, on both ends of phase conductors of feeders and branch circuit wiring.
- .2 Maintain phase sequence and colour coding throughout.
- .3 Colour code: to CSA C22.1, Canadian Electrical Code.
- .4 Use colour coded wires in communication cables, matched throughout system.

2.7 CONDUIT AND CABLE IDENTIFICATION

- .1 Colour code conduits, boxes and metallic sheathed cables.
- .2 Code with plastic tape or paint at points where conduit or cable enters wall, ceiling, or floor, and at 15 m intervals.
- .3 Colours: 25 mm wide prime colour and 20 mm wide auxiliary colour.

Prime Color	Auxiliary Color
Yellow	
Yellow	Green
Green	Blue
Red	Yellow
	<u>Prime Color</u> Yellow Yellow Green Red

PART 3 EXECUTION

3.1 NAMEPLATES AND LABELS

.1 Ensure manufacturer's nameplates, CSA labels and identification nameplates are visible and legible after equipment is installed.

3.2 CONDUIT AND CABLE INSTALLATION

- .1 If plastic sleeves are used in fire rated walls or floors, remove before conduit installation.
- .2 Install cables, conduits and fittings to be embedded or plastered over, neatly and close to building structure so furring can be kept to minimum.

3.3 MOUNTING HEIGHTS

- .1 Mounting height of equipment is from finished floor to centreline of equipment unless specified or indicated otherwise.
- .2 If mounting height of equipment is not specified or indicated, verify before proceeding with installation.

3.4 CO-ORDINATION OF PROTECTIVE DEVICES

.1 Ensure circuit protective devices such as overcurrent trips, relays and fuses are installed to required values and settings.

3.5 FIELD QUALITY CONTROL

- .1 All electrical work to be carried out by qualified, licensed electricians or apprentices as per the conditions of the Provincial Act respecting manpower vocational training and qualification. Employees registered in a provincial apprentices program shall be permitted, under the direct supervision of a qualified licensed electrician, to perform specific tasks the activities permitted shall be determined based on the level of training attained and the demonstration of ability to perform specific duties.
- .2 The work of this division to be carried out by a contractor who holds a valid Code 1 Electrical Contractor License as issued by the Province.
- .3 Perform tests in Accordance with this section.
- .4 Conduct and pay for following tests:
 - .1 Distribution system including phasing, voltage, grounding and load balancing.
 - .2 Circuits originating from branch distribution panels.
 - .3 Systems: card access, camera and security systems.
- .5 Furnish manufacturer's certificate or letter confirming that entire installation as it pertains to each system has been installed to manufacturer's instructions.

- .6 Carry out tests in presence of Departmental Representative.
- .7 Provide instruments, meters, equipment and personnel required to conduct tests during and conclusion of project.

3.6 CLEANING

- .1 Clean and touch up surfaces of shop-painted equipment scratched or marred during shipment or installation, to match original paint.
- .2 Clean and prime exposed non-galvanized hangers, racks and fastenings to prevent rusting.

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PART 1 GENERAL

1.1 SECTION INCLUDES

.1 Materials and installation for wire and box connectors.

1.2 RELATED SECTIONS

.1 Section 26 05 00 – Common Work Results - Electrical.

1.3 **REFERENCES**

- .1 Canadian Standards Association (CSA)
 - .1 CAN/CSA-C22.2 No.18, Outlet Boxes, Conduit Boxes, Fittings and Associated Hardware.
 - .2 CSA C22.2 No.65, Wire Connectors.
- .2 Electrical and Electronic Manufacturers' Association of Canada (EEMAC)
 - .1 EEMAC 1Y-2, Bushing Stud Connectors and Aluminum Adapters (1200 Ampere Maximum Rating).
- .3 National Electrical Manufacturers Association (NEMA)

PART 2 PRODUCTS

2.1 MATERIALS

- .1 Pressure type wire connectors to: CSA C22.2 No.65, with current carrying parts of copper sized to fit copper conductors as required.
- .2 Fixture type splicing connectors to: CSA C22.2 No.65, with current carrying parts of copper sized to fit copper conductors 10 AWG or less.
- .3 Bushing stud connectors: to EEMAC 1Y-2 to consist of:
 - .1 Connector body and stud clamp for stranded copper conductors.
 - .2 Clamp for copper bar.
 - .3 Stud clamp bolts.
 - .4 Bolts for copper bar.
 - .5 Sized for conductors and bars as indicated.
- .4 Clamps or connectors for armoured cable, aluminum sheathed cable, mineral insulated cable, flexible conduit, non-metallic sheathed cable as required to: CAN/CSA-C22.2 No.18.

PART 3 EXECUTION

3.1 INSTALLATION

- .1 Remove insulation carefully from ends of conductors and:
 - .1 Install mechanical pressure type connectors and tighten screws with appropriate compression tool recommended by manufacturer. Installation shall meet secureness tests in accordance with CSA C22.2 No.65.
 - .2 Install fixture type connectors and tighten. Replace insulating cap.
 - .3 Install bushing stud connectors in accordance with EEMAC 1Y-2.

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PART 1 GENERAL

1.1 **RELATED SECTIONS**

- .1 Section 26 05 20 Wire and Box Connectors 0 1000 V.
- .2 Refer to drawings for wiring type required under different applications.

1.2 REFERENCES

- .1 Canadian Standards Association (CSA)
 - .1 CSA C22.2 No .0.3, Test Methods for Electrical Wires and Cables.
 - .2 CAN/CSA-C22.2 No. 131, Type TECK 90 Cable.

PART 2 PRODUCTS

2.1 BUILDING WIRES

- .1 Conductors: stranded for 10 AWG and larger. Minimum size: 12 AWG.
- .2 Copper alloy conductors: size as indicated, with 600 V insulation of cross-linked thermosetting polyethylene material rated RW90 XLPE and RWU90 XLPE as indicated. Provide RWU90 XLPE rated cable for underground wiring.
- .3 Copper conductors: size as indicated, with thermoplastic insulation type TWH rated at 600 V, typically used for insulated ground wires.

2.2 TECK CABLE

- .1 Cable: to CAN/CSA-C22.2 No. 131.
- .2 Conductors:
 - .1 Grounding conductor: copper.
 - .2 Circuit conductors: copper and ACM alloy, size as indicated.
- .3 Insulation:
 - .1 Cross-linked polyethylene XLPE, rating 600 V.
- .4 Inner jacket: polyvinyl chloride material.
- .5 Armour: interlocking aluminum, compliant to applicable Building Code classification for this project.
- .6 Overall covering: thermoplastic polyvinyl chloride material.
- .7 Fastenings:

- .1 One hole steel straps to secure surface cables 50 mm and smaller. Two hole steel straps for cables larger than 50 mm.
- .2 Channel type supports for two or more cables at 1500 mm centers.
- .3 Threaded rods: 6 mm dia. to support suspended channels.
- .8 Connectors:
 - .1 Watertight and/or type approved for TECK cable, as indicated.

2.3 ARMOURED CABLES

- .1 Conductors: insulated, copper, size as indicated.
- .2 Type: AC90.
- .3 Armour: interlocking type fabricated from aluminum strip.
- .4 Connectors: standard as required, complete with double split rings.

2.4 CONTROL CABLES

.1 Type LVT: 2 soft annealed copper conductors, sized as indicated, with thermoplastic insulation, outer covering of thermoplastic jacket.Low energy 300 V control cable: stranded annealed copper conductors sized as indicated, with PVC insulation type TW - 40EC polyethylene insulation with shielding of tape coated with paramagnetic material wire braid over each conductor and overall covering of PVC jacket.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

- .1 Perform tests in accordance with Section 26 05 00 Common Work Results for Electrical.
- .2 Perform tests using method appropriate to site conditions and to approval of Departmental Representative and local authority having jurisdiction over installation.
- .3 Perform tests before energizing electrical system.

3.2 GENERAL CABLE INSTALLATION

- .1 Install cable in trenches in accordance with Division 33.
- .2 Terminate cables in accordance with Section 26 05 20 Wire and Box Connectors (0-1000 V).
- .3 Cable Colour Coding: to Section 26 05 00 Common Work Results for Electrical.

- .4 Wiring in walls: typically drop or loop vertically from above to better facilitate future renovations. Generally wiring from below and horizontal wiring in walls to be avoided unless indicated.
- .5 Provide numbered wire collars for control wiring. Numbers to correspond to control shop drawing legend. Obtain wiring diagram for control wiring.

3.3 INSTALLATION OF BUILDING WIRES

- .1 Install wiring as follows:
 - .1 In conduit systems in accordance with Section 26 05 34- Conduits, Fastenings and Fittings.
 - .2 In underground ducts in accordance with Section 26 05 43.01- Installation of Cables in Ducts.
 - .3 In trenches in accordance with Section 26 05 43.01- Installation of Cables in Trenches.

3.4 INSTALLATION OF TECK CABLE 0 -1000 V

- .1 Install cables.
 - .1 Group cables wherever possible on channels.
- .2 Install cable concealed, securely supported by straps and hangers.

3.5 INSTALLATION OF ARMOURED CABLES (AC-90)

- .1 Group cables wherever possible.
- .2 Use permitted only for work in movable partitions.

3.6 INSTALLATION OF CONTROL CABLES

- .1 Install control cables in conduit, size to suit.
- .2 Ground control cable shield.

PART 1 GENERAL (NOT APPLICABLE)

PART 2 PRODUCTS

2.1 SUPPORT CHANNELS

.1 U shape, size 41 x 41 mm, 2.5 mm thick, surface mounted, suspended or set in poured concrete walls and ceilings as required.

PART 3 EXECUTION

3.1 INSTALLATION

- .1 Secure equipment to hollow or solid masonry, tile and plaster surfaces with lead anchors or nylon shields.
- .2 Secure equipment to poured concrete with expandable inserts.
- .3 Secure equipment to hollow masonry walls or suspended ceilings with toggle bolts.
- .4 Secure surface mounted equipment with twist clip fasteners to inverted T bar ceilings. Ensure that T bars are adequately supported to carry weight of equipment specified before installation.
- .5 Support equipment, conduit or cables using clips, spring loaded bolts, cable clamps designed as accessories to basic channel members.
- .6 Fasten exposed conduit or cables to building construction or support system using straps.
 - .1 One-hole steel straps to secure surface conduits and cables 50 mm and smaller.
 - .2 Two-hole steel straps for conduits and cables larger than 50 mm.
 - .3 Beam clamps to secure conduit to exposed steel work.
 - .4 Strap AC-90 cable at box location plus every 900 mm.
- .7 Suspended support systems.
 - .1 Support individual cable or conduit runs with 6 mm dia threaded rods and spring clips.
 - .2 Support 2 or more cables or conduits on channels supported by 6 mm dia threaded rod hangers where direct fastening to building construction is impractical.
- .8 For surface mounting of two or more conduits use channels at 1.5 m on centre spacing.
- .9 Provide metal brackets, frames, hangers, clamps and related types of support structures where indicated or as required to support conduit and cable runs.

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	Section 26 05 29 – Hangers and Supports for Electrical Systems Page 2 of 2
.10	Ensure adequate support for raceways and cables dropped vertically to equipment where there is no wall support.
.11	Do not use wire lashing, wood blocking, plastic strap or perforated strap to support or secure raceways or cables.
.12	Do not use supports or equipment installed for other trades for conduit or cable support except with permission of other trade and approval of Departmental Representative.
.13	Install fastenings and supports as required for each type of equipment cables and conduits, and in accordance with manufacturer's installation recommendations.

1.1 **REALTED SECTIONS**

- .1 Section 01 33 00 Submittal Procedures.
- .2 Section 26 05 00 Common Work Results Electrical.

1.2 SUBMITTALS

- .1 Submit shop drawings and product data for cabinets.
- .2 Provide manufacturer's printed product literature, specifications and datasheet and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Provide drawings stamped and signed by professional engineer registered or licensed in the Province of Newfoundland and Labrador, Canada.

PART 2 PRODUCTS

2.1 SPLITTERS

- .1 Sheet metal enclosure, welded corners and formed hinged cover suitable for locking in closed position.
- .2 Main and branch lugs to match required size and number of incoming and outgoing conductors as indicated.
- .3 At least three spare terminals on each set of lugs in splitters less than 400 A.

2.2 JUNCTION AND PULL BOXES

- .1 Welded steel construction with screw-on flat covers for surface mounting.
- .2 Covers with 25 mm minimum extension all around, for flush-mounted pull and junction boxes.

2.3 CABINETS

- .1 Type E: sheet steel, hinged door and return flange overlapping sides, handle, lock and catch, for surface mounting.
- .2 Type T: sheet steel cabinet, with hinged door, latch, lock, 2 keys, containing 19 mm fir plywood backboard for surface flush mounting.

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PART 3 EXECUTION

3.1 SPLITTER INSTALLATION

- .1 Install splitters and mount plumb, true and square to the building lines.
- .2 Extend splitters full length of equipment arrangement except where indicated otherwise.

3.2 JUNCTION, PULL BOXES AND CABINETS INSTALLATION

- .1 Install pull boxes in inconspicuous but accessible locations.
- .2 Mount cabinets with top not higher than 2 m above finished floor.
- .3 Install terminal block as indicated in Type T cabinets.
- .4 Only main junction and pull boxes are indicated. Install pull boxes so as not to exceed 30 m of conduit run between pull boxes.

3.3 IDENTIFICATION

- .1 Provide equipment identification in accordance with Section 26 05 00 Common Work Results Electrical.
- .2 Install size 2 identification labels indicating system name voltage and phase.

1.1 RELATED SECTIONS

- .1 Section 26 05 00 Common Work Results Electrical.
- .2 Section 26 05 29 Hangers and Supports for Electrical Systems.
- .3 Section 26 05 34 Conduits, Conduit Fastenings and Fittings.

1.2 **REFERENCES**

- .1 Canadian Standards Association (CSA)
 - .1 CSA C22.1, Canadian Electrical Code, Part 1.

PART 2 PRODUCTS

2.1 OUTLET AND CONDUIT BOXES GENERAL

- .1 Size boxes in accordance with CSA C22.1.
- .2 102 mm square or larger outlet boxes as required for special devices.
- .3 Gang boxes where wiring devices are grouped.
- .4 Blank cover plates for boxes without wiring devices.
- .5 Combination boxes with barriers where outlets for more than one system are grouped.

2.2 GALVANIZED STEEL OUTLET BOXES

- .1 Electro-galvanized steel single and multi gang flush device boxes for flush installation, minimum size 76 x 50 x 38 mm or as indicated. 102 mm square outlet boxes when more than one conduit enters one side with extension and plaster rings as required.
- .2 Electro-galvanized steel utility boxes for outlets connected to surface-mounted EMT conduit, minimum size 102 x 54 x 48 mm.
- .3 102 mm square or octagonal outlet boxes for lighting fixture outlets.
- .4 102 mm square outlet boxes with extension and plaster rings for flush mounting devices in finished plaster walls.

2.3 CONDUIT BOXES

.1 Cast FS or FD aluminum boxes with factory-threaded hubs and mounting feet for surface wiring of switches and receptacle.

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2.4 FITTINGS - GENERAL

- .1 Bushing and connectors with nylon insulated throats.
- .2 Knock-out fillers to prevent entry of debris.
- .3 Conduit outlet bodies for conduit up to 35 mm and pull boxes for larger conduits.
- .4 Double locknuts and insulated bushings on sheet metal boxes.
- .5 Double split rings for AC-90 terminations.

PART 3 EXECUTION

3.1 INSTALLATION

- .1 Support boxes independently of connecting conduits.
- .2 Fill boxes with paper, sponges or foam or similar approved material to prevent entry of debris during construction. Remove upon completion of work.
- .3 For flush installations mount outlets flush with finished wall using plaster rings to permit wall finish to come within 6 mm of opening.
- .4 Provide correct size of openings in boxes for conduit, and armoured cable connections. Reducing washers are not allowed.
- .5 Vacuum clean interior of outlet boxes before installation of wiring devices.
- .6 Identify systems for outlet boxes as required.

1.1 **REFERENCES**

- .1 Canadian Standards Association (CSA)
 - .1 CAN/CSA C22.2 No. 18, Outlet Boxes, Conduit Boxes, and Fittings and Associated Hardware, a National Standard of Canada.
 - .2 CSA C22.2 No. 45, Rigid Metal Conduit.
 - .3 CSA C22.2 No. 56, Flexible Metal Conduit and Liquid-Tight Flexible Metal Conduit.
 - .4 CSA C22.2 No. 83, Electrical Metallic Tubing.
 - .5 CSA C22.2 No. 211.2, Rigid PVC (Unplasticized) Conduit.

1.2 SUBMITTALS

- .1 Product data: submit manufacturer's printed product literature, specifications and datasheets.
 - .1 Submit cable manufacturing data.
- .2 Quality assurance submittals:
 - .1 Test reports: submit certified test reports.
 - .2 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
 - .3 Instructions: submit manufacturer's installation instructions.

PART 2 PRODUCTS

2.1 CONDUITS

- .1 Rigid metal conduit: to CSA C22.2 No. 45, hot dipped galvanized steel threaded.
- .2 Electrical metallic tubing (EMT): to CSA C22.2 No. 83, with couplings.
- .3 Rigid PVC conduit: to CSA C22.2 No. 211.2.
- .4 Flexible metal conduit: to CSA C22.2 No. 56, aluminum liquid-tight flexible metal.

2.2 CONDUIT FASTENINGS

- .1 One hole steel straps to secure surface conduits 50 mm and smaller. Two hole steel straps for conduits larger than 50 mm.
- .2 Beam clamps to secure conduits to exposed steel work.
- .3 Channel type supports for two or more conduits at 1.5 m oc.

.4 Threaded rods, 6 mm dia., to support suspended channels.

2.3 CONDUIT FITTINGS

- .1 Fittings: manufactured for use with conduit specified. Coating: same as conduit.
- .2 Factory "ells" where 90°, 45 ° or 22.5 ° bends are required for 25 mm and larger conduits.
- .3 Ensure conduit bends other than factory "ells" are made with an approved bender. Making offsets and other bends by cutting and rejoining 90 degree bends are not permitted.
- .4 Connectors and couplings for EMT. Steel set-screw type, size as required.

2.4 EXPANSION FITTINGS FOR RIGID CONDUIT

- .1 Weatherproof expansion fittings with internal bonding assembly suitable for 100 mm linear expansion.
- .2 Watertight expansion fittings with integral bonding jumper suitable for linear expansion and 19 mm deflection in all directions.
- .3 Weatherproof expansion fittings for linear expansion at entry to panel.
- .4 Install every 30 meters for all underground conduits.

2.5 FISH CORD

.1 Polypropylene.

PART 3 EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

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

3.2 INSTALLATION

- .1 Install all conduit, conduit fittings and accessories in accordance with the latest edition of the Canadian Electrical Code in a manner that does not alter, change or violate any part of the installed system components or the CSA/UL certification of these components.
- .2 Install conduits to conserve headroom in exposed locations and cause minimum interference in spaces through which they pass.

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	.3	Conceal all new conduits except in mechanical and electrical service rooms and in unfinished areas. Conduits shall be surface mounted in finished areas only if approved by Departmental Representative.
	.4	Use rigid hot dipped galvanized steel threaded conduit for exposed work below 2.4 m above finished floor.
	.5	Use electrical metallic tubing (EMT) above 2.4 m not subject to mechanical injury, as well as concealed work in masonry construction.
	.6	Use rigid PVC conduit underground.
	.7	Use liquid tight flexible metal conduit for connection to motors or vibrating equipment in damp, wet or corrosive locations.
	.8	Use explosion proof flexible connection for connection to explosion proof motors.
	.9	Install conduit sealing fittings in hazardous areas. Fill with compound.
	.10	Minimum conduit size for power circuits: 21 mm.
	.11	Bend conduit cold. Replace conduit if kinked or flattened more than 1/10th of its original diameter.
	.12	Mechanically bend steel conduit over 21mm dia.
	.13	Field threads on rigid conduit must be of sufficient length to draw conduits up tight.
	.14	Install fish cord in empty conduits.
	.15	Remove and replace blocked conduit sections. Do not use liquids to clean out conduits.
	.16	Dry conduits out before installing wire.
3.3		SURFACE CONDUITS
	.1	Run parallel or perpendicular to building lines.
	.2	Locate conduits behind infrared or gas fired heaters with 1.5 m clearance.
	.3	Run conduits in flanged portion of structural steel.
	.4	Group conduits wherever possible on suspended channels.
	.5	Do not pass conduits through structural members except as indicated.
	.6	Do not locate conduits less than 75 mm parallel to steam or hot water lines with minimum of 25 mm at crossovers.

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.7 All surface mounted conduits are to be painted to match wall and/or ceiling color. Coordinate on site.

3.4 CONCEALED CONDUITS

- .1 Run parallel or perpendicular to building lines.
- .2 Do not install horizontal runs in masonry walls.
- .3 Do not install conduits in terrazzo or concrete toppings.

3.5 CONDUITS UNDERGROUND

- .1 Slope conduits to provide drainage.
- .2 Waterproof joints (PVC accepted) with heavy coat of bituminous paint.

3.6 CLEANING

- .1 Proceed in accordance with Section 01 74 11 Cleaning.
- .2 On Completion and verification of performance of installation, remove surplus materials, excess materials rubbish, tools and equipment.

1.1 RELATED SECTIONS

- .1 Section 01 74 21 Construction/Demolition Waste Management and Disposal.
- .2 Section 26 05 00 Common Work Results Electrical.
- .3 Section 31 23 33.01 Excavating, Trenching and Backfilling.

1.2 REFERENCES

- .1 Canadian Standards Association, (CSA)
- .2 Insulated Cable Engineers Association, Inc. (ICEA)

PART 2 PRODUCTS

2.1 CABLE PROTECTION

.1 150 mm sand coverage all around conduits as per drawings.

2.2 MARKERS

.1 Warning tape, run entire length of trench 200 mm below surface.

PART 3 EXECUTION

3.1 CABLE INSTALLATION IN DUCTS

- .1 Install cables as indicated in ducts.
 - .1 Do not pull spliced cables inside ducts.
- .2 Install multiple cables in duct simultaneously.
- .3 Use CSA approved lubricants of type compatible with cable jacket to reduce pulling tension.
- .4 To facilitate matching of colour coded multiconductor control cables reel off in same direction during installation.
- .5 Before pulling cable into ducts and until cables are properly terminated, seal ends of lead covered cables with wiping solder; seal ends of non-leaded cables with moisture seal tape.
- .6 After installation of cables, seal duct ends with duct sealing compound.

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3.2 FIELD QUALITY CONTROL

- .1 Perform tests in accordance with Section 26 05 00 Common Work Results Electrical.
- .2 Perform tests using qualified personnel. Provide necessary instruments and equipment.
- .3 Pre-acceptance tests.
 - .1 After installing cable but before splicing and terminating, perform insulation resistance test with 1000 V megger on each phase conductor.
 - .2 Check insulation resistance after each splice and/or termination to ensure that cable system is ready for acceptance testing.
- .4 Acceptance Tests
 - .1 Ensure that terminations and accessory equipment are disconnected.
 - .2 Ground shields, ground wires, metallic armour and conductors not under test.
 - .3 Leakage Current Testing.
 - .1 Raise voltage in steps from zero to maximum values as specified by manufacturer for type of cable being tested.
 - .2 Hold maximum voltage for specified time period by manufacturer.
 - .3 Record leakage current at each step.
- .5 Provide Departmental Representative with list of test results showing location at which each test was made, circuit tested and result of each test. Include results in Operational and Maintenance Manual.
- .6 Remove and replace entire length of cable if cable fails to meet any of test criteria.

1.1 RELATED SECTIONS

- .1 Section 01 33 00 Submittal Procedures.
- .2 Section 26 05 00 Common Work Results Electrical.

1.2 SUBMITTALS

- .1 Include time-current characteristic curves for breakers with ampacity of 600 A and over or with interrupting capacity of 22,000 A symmetrical (rms) and over at system voltage.
- .2 Prior to any installation of circuit breakers in either a new or existing installation, Contractor must submit three (3) copies of a certificate of origin, from the manufacturer, duly signed by the factory and the local manufacturer's representative, certifying that all circuit breakers come from this manufacturer, they are new and they meet standards and regulations. These certificates must be submitted to the Departmental Representative for approval.
- .3 A delay in the production of the certificate of origin won't justify any extension of the contract and additional compensation.
- .4 Any work of manufacturing, assembly or installation should begin only after acceptance of the certificate of origin by Departmental Representative. Unless complying with this requirement, Departmental Representative reserves the right to mandate the manufacturer listed on circuit breakers to authenticate all new circuit breakers under the contract, and that, to Contractor's expense.
- .5 In general, the certificate of origin must contain:
 - .1 The name and address of the manufacturer and the person responsible for authentication. The responsible person must sign and date the certificate;
 - .2 The name and address of the licensed dealer and the person of the distributor responsible for the Contractor's account.
 - .3 The name and address of the Contractor and the person responsible for the project.
 - .4 The name and address of the local manufacturer's representative. The local representative must sign and date the certificate.
 - .5 The name and address of the building where circuit breakers will be installed:
 - .1 Project title.
 - .2 End user's reference number.
 - .3 The list of circuit breakers.

PART 2 PRODUCTS

2.1 BREAKERS GENERAL

- .1 Bolt-on moulded case circuit breaker: quick- make, quick-break type, for manual and automatic operation with temperature compensation for 40°C ambient.
- .2 Common-trip breakers: with single handle for multi-pole applications.
- .3 Magnetic instantaneous trip elements in circuit breakers to operate only when value of current reaches setting. Trip settings on breakers with adjustable trips to range from 3-8 times current rating.
- .4 Circuit breakers with interchangeable trips as indicated.
- .5 Circuit breakers to have minimum of symmetrical rms interrupting capacity rating as existing. Coordinate on site.

2.2 THERMAL MAGNETIC BREAKERS DESIGN A

.1 Moulded case circuit breaker to operate automatically by means of thermal and magnetic tripping devices to provide inverse time current tripping and instantaneous tripping for short circuit protection.

PART 3 EXECUTION

3.1 INSTALLATION

.1 Install new circuit breakers in existing panelboards as indicated.

1.1 SCOPE OF WORK

.1 Testing and commissioning are called for throughout the individual specifications. This does not relieve this trade from providing all testing and commissioning necessary to ensure that systems and equipment operate as required and that they interface with other systems and equipment as required.

1.2 SECTION INCLUDES

- .1 Commissioning of all building electrical systems and component including:
 - .1 Testing and adjustment.
 - .2 Demonstrations and Training.
 - .3 Instructions of all procedures for Departmental personnel.
 - .4 Updating as-built data.
 - .5 Co-ordination of Operation and Maintenance material.

1.3 RELATED SECTION

- .1 Section 01 77 00 Closeout Procedures.
- .2 Section 26 05 00 Common Work Results Electrical.

1.4 REFERENCES

- .1 CSA (Canadian Standards Association).
- .2 Underwriters Laboratories of Canada.

1.5 QUALITY ASSURANCE

- .1 Provide qualified trades persons, certified testing agencies, factory trained and approved by the Commissioning Team Leader.
- .2 Submit the names of all personnel to be used during the Commissioning activities for Departmental Approval.

1.6 COMMISSIONING

- .1 The purpose of the commissioning process is to fully test all new building systems including electrical components and operating procedures by challenging these systems to realistic operation conditions.
- .2 The Commissioning activities shall be co-ordinated by the General Contractor.
- .3 Commissioning activities for the electrical systems must have available up to date as-built drawing information and accurate Operations and Maintenance Manuals. These documents shall be a major part of this activity.

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- .4 Contractor shall be responsible to update all documentation with information and any changes duly noted during the Commissioning exercise.
- .5 Contractor shall arrange for all outside suppliers, equipment manufacturers, test agencies and others as identified in the commissioning sections of this specification. The cost associated with this requirement shall be included as part of the tender price.

1.7 SUBMITTALS

- .1 The electrical sub-contractor shall be responsible for ensuring all activities are properly documented in this manual and co-ordinated through the General Contractor.
- .2 As-built drawings and data books must be available two weeks prior to commissioning for review and use by the consultant and Commissioning Team prior to the start of the commissioning activities.

1.8 PREPARATION

- .1 Provide test instruments required for all activities as defined in the manufacturer's installation documents.
- .2 Verify all systems are in compliance with the requirements of the manufacturer's installation documents prior to the precommissioning check out operation.
- .3 Confirm all scheduled activities have identified personnel available.
- .4 Where systems or equipment do not operate as required, make the necessary corrections or modifications, re-test and re-commission.

1.9 SYSTEM DESCRIPTION

- .1 Perform all start up operations, control adjustment, trouble shooting, servicing and maintenance of each item of equipment as defined in the manufacturer's installation documentation.
- .2 Departmental will provide list of personnel to receive instructions and will co-ordinate their attendance at agreed upon times.
- .3 Prepare and insert additional data in the operations and maintenance manuals and update asbuilt drawings when need for additional data becomes apparent during the commissioning exercise.
- .4 Conduct presentation on Departmental premises. Departmental will provide space.

1.10 FINAL REPORT

- .1 This trade shall assemble all testing data and commissioning reports and submit them to the Departmental.
- .2 Each form shall bear signature of recorder, and that of supervisor of reporting organizer.

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1.11 SCHEDULE OF ACTIVITIES

- .1 Commissioning activities shall be conducted based on pre-established schedule with all members of the commissioning team.
- .2 Adhering to the established schedule is very important as the co-ordination and scheduling of the participants will be difficult to alter once this is established. Close co-ordination of this schedule is important.
- .3 In the event project cannot be commissioned in the allotted time slot, the contractor shall pay for all costs associated with assembling the Commissioning Team at a later date. If the contractor has not performed his duties to reach commissioning stage as outlined earlier, he will incur all expenses of other trades and the Commissioning Team due to his noncompliance.

1.1 GENERAL

- .1 This section describes the extent of services to be provided for wiring of equipment supplied by others.
- .2 Within the context of this section, Others means:
 - .1 Other divisions of this specification
 - .2 The Owner, as defined in the Contract.
 - .3 Other contractors supplying and installing equipment to the contract.

1.2 EXTENT OF SERVICES PROVIDED

- .1 The work of this contract is to include all power and control wiring of equipment which is provided by Division 26.
- .2 All power and control wiring associated with equipment supplied by Division 01 will be the responsibility of this contractor. Coordinate with general contractor for exact requirements.

1.3 RESPONSIBILITY OF DIVISION 26

- .1 It is the responsibility of the Division 26 subcontractor to verify final requirements for wiring of all equipment noted. Verification of wiring requirements to include:
 - .1 Confirmation of electrical characteristics.
 - .2 Location of connection point.
 - .3 Method of connection (i.e. direct or plug-in etc.)
- .2 Obtain and become familiar with shop drawings for all relevant equipment.
- .3 No claim for extra will be entertained for wiring equipment which has been indicated, or changes to installed wiring where installation proceeded prior to verification of electrical requirements.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)
PART 1 GENERAL

1.1 DESCRIPTION OF SYSTEM

- .1 Provide complete intrusion monitoring systems to continuously monitor access to the buildings as indicated.
- .2 Provide the necessary hardware and communications facilities to transmit intrusion information to an approved monitoring agency.
- .3 Include the cost of one (1) year monitoring service and maintenance in the contract.
- .4 Provide programmable coded key control access control at locations as indicated.
- .5 Connect system to NFPA71approved monitoring agency through telephone line to provide 24 hour monitoring.

1.2 RELATED SECTIONS

- .1 Section 01 33 00 Submittal Procedures.
- .2 Section 01 78 00 Closeout Submittals.
- .3 Section 26 05 00 Common Work Results Electrical.

1.3 REFERENCE STANDARDS

- .1 National Fire Protection Association (NFPA)
 - .1 NFPA 71- Standard from the Installation, Maintenance and Use of Signaling Systems for Central Station Services.
- .2 Underwriter's Laboratories Canada (ULC)
 - .1 CAN/ULC S304, Standard for control and monitoring station burglar alarm units.

1.4 OPERATING AND MAINTENANCE MANUALS

- .1 Submit operating and maintenance manuals in accordance with Section 01 78 00 Closeout Submittals.
- .2 Include complete program and code listing information.

1.5 TRAINING

- .1 Provide on-site lectures and demonstrations of system operation by the system manufacturer representative to train personnel in the operation and maintenance of the system.
- .2 These services are to be provided during the commissioning of the project.

1.6 VERIFICATION

.1 Before final inspection provide a letter of verification to Engineer stating that the system has been checked out and is fully operational.

1.7 WARRANTY

.1 Ensure each piece of equipment installed is warranted by the manufacturer to be free of defects in operation, material and workmanship for a period of 12 months from date of substantial completion.

PART 2 PRODUCTS

2.1 CONTROL PANEL

- .1 Addressable control panel with minimum capacity of up to 16 programmable zones.
- .2 Integral power supply c/w standby batteries capable of maintaining and operating entire system for 24 hours.
- .3 Capable of dual line communications to monitoring agency.
- .4 Multi-level pass code protection for user and programming functions.
- .5 Self diagnostic program.
- .6 Acceptable product: DSC Maxsys Model PC 4020.
- .7 Acceptable manufacturers: Honeywell, DSC and Sentrol.

2.2 KEYPAD

- .1 ULC listed for use with control panel.
- .2 Keyless touch-pad with alphanumeric display and integral buzzer.
- .3 Acceptable product: DSC Model LCD4500.

2.3 DETECTION DEVICES

- .1 ULC listed for use with control panel.
- .2 Complete with all hardware and accessories required for installation and connection to the system.
- .3 Dual optic technology passive infrared motion detector type PC.
 - .1 360° detection pattern.
 - .2 Ceiling mounted.

AAFC ACCCRC Card Access and Security System Upgrade Section 28 13 00 – Intrusion Detection (Form 2)

- .3 Acceptable product: DSC Model # AMB-500.
- .4 Passive infrared motion detector type PIR.
 - .1 Adjustable range up to 15 m with full coverage to floor.
 - .2 Wall mounted.
 - .3 Acceptable product: DSC Model #AMB-300.
- .5 Addressable monitor modules.
 - .1 Provide addressable monitor modules for connection of each detector and door contact to the communications loop.
 - .2 Modules to be concealed in accessible ceiling spaces.
- .6 Magnetic door contacts type DC.
 - .1 Surface mounted, sealed unit.
 - .2 Maximum gap of 32 mm.
 - .3 Form c relay contacts.
 - .4 Acceptable product: AMSECO Model ODC.

2.4 WIRING

- .1 Wiring and cables in accordance with the recommendations of the approved system manufacturer. Minimum requirements of cables: FT4 rated cables, 18 AWG. All wiring to be installed in conduit.
- .2 Cables are to be run concealed at all times. Where required to be run on surface, provide raceways in accordance with Section 26 05 34 Conduit, Conduit Fastenings and Conduit Fittings.

2.5 COMMUNICATIONS

- .1 Dialer to be ULC listed.
- .2 System to communicate with external monitoring agency via leased telephone lines.
- .3 Dialer to capture telephone lines for immediate communication to central monitoring agency.
- .4 Dialer to be capable of transmitting to four (4) separate telephone numbers.
- .5 Arrange for the installation and lease of two (2) telephone lines for this purpose. All local and long distance charges associated with these services shall be paid for by the Division 26 Electrical Contractor.

2.6 FIRE ALARM MONITORING

.1 Provide connection between the existing fire alarm control panel and new intrusion alarm control panel. Provide all associated equipment required.

.2 Upon activation of the existing fire alarm system, the new alarm control panel is to notify the central monitoring facility of the event.

Page 4 of 4

2.7 BUILDING IDENTIFICATION

.1 Provide identification stickers for alarm system on each door and on a minimum of two windows on each side of the building.

PART 3 EXECUTION

3.1 INSTALLATION

- .1 Install system in accordance with manufacturer's recommendations for products used.
- .2 Program system in accordance with Department's security requirements for personnel requiring access.
- .3 Commission and demonstrate operation of system.
- .4 Arrange entry alarm control to allow sufficient time for authorized personnel to deactivate alarm on entry. Consider also wheelchair authorized personnel.
- .5 Install all wiring and cables.
- .6 Make connection to two (2) telephone lines to enable remote monitoring.

3.2 FIELD QUALITY CONTROL

.1 Perform tests in accordance with Section 26 05 00 – Common Work Results - Electrical.

END OF SECTION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- .1 This section covers the provision of power for door locks and conduit for 24 VDC hardware wiring.
- .2 Door lock equipment and card access equipment provided by the door hardware supplier.
- .3 Low voltage (24VDC) wiring supplied & installed by the door hardware supplier.

1.2 RELATED SECTIONS

- .1 Section 08 71 00 Door Hardware.
- .2 Section 26 05 34 Conduits, Conduit Fastenings and Conduit Fittings.

1.3 EQUIPMENT SUPPLIED BY DIVISION 26

- .1 Provide all 120 VAC wiring in conduit system for power supply as indicated...
- .2 Provide an empty conduit system with pull cords for installation of 24VDC wiring by door hardware supplier, as indicated.

1.4 COORDINATION

.1 Co-ordinate with door hardware supplier to ensure that equipment, boxes, wiring and conduit are located correctly.

1.5 CERTIFICATE OF COMPLIANCE

.1 Provide a letter of verification stating that the system has been checked out and is operational in advance of the Substantial Completion inspection.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 EXECUTION

- .1 Install 120 VAC power to door power supplies.
- .2 Install empty conduit system c/w pull cords for 24 VDC wiring.

END OF SECTION

PART 1 GENERAL

- 1.1 RELATED SECTIONS
 - .1 Section 01 33 00 Submittal Procedures.
 - .2 Section 01 35 43 Environmental Procedures.
 - .3 Section 01 56 00 Temporary Barriers and Enclosures.
 - .4 Section 33 65 76 Direct Buried Underground Cable Ducts

1.2 REFERENCES

- .1 American Society for Testing and Materials (ASTM).
 - .1 ASTM C117, Standard Test Method for Material Finer Than 0.075 mm (No. 200) Sieve in Mineral Aggregates by Washing.
 - .2 ASTM C136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - .3 ASTM D422, Standard Test Method for Particle-Size Analysis of Soils.
 - .4 ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³).
 - .5 ASTM D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³) (2,700 kN-m/m³).
 - .6 ASTM D4318, Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- .2 Canadian General Standards Board (CGSB).
 - .1 CAN/CGSB-8.1, Sieves, Testing, Woven Wire, Inch Series.
 - .2 CA/CGSB-8.2, Sieves, Testing, Woven Wire, Metric
- .3 Canadian Standards Association (CSA)
 - .1 CAN/CSA-A3000, Cementitious Materials Compendium (Consists of A3001, A3002, A3003, A3004 and A3005).
 - .1 CSA-A3001, Cementitious Materials for Use in Concrete.
 - .2 CSA-A23.1/A23.2, Concrete Materials and Methods of Concrete Construction/ Methods of Test and Standard Practices for Concrete.

1.3 DEFINITIONS

- .1 Excavation classes: two classes of excavation will be recognized; common excavation and rock excavation.
 - .1 Rock excavation: excavation of material from solid masses of igneous, sedimentary or metamorphic rock which, prior to its removal, was integral with its parent mass,

Page 2 of 8

and boulders or rock fragments having individual volume in excess of 1 m³. Frozen material not classified as rock.

- .2 Common excavation: excavation of materials of whatever nature, which are not included under definitions of rock excavation.
- .2 Unclassified excavation: excavation of deposits of whatever character encountered in work.
- .3 Topsoil: material capable of supporting good vegetative growth and suitable for use in top dressing, landscaping and seeding.
- .4 Waste material: excavated material unsuitable for use in work or surplus to requirements.
- .5 Borrow material: material obtained from locations outside area to be graded, and required for construction of fill areas or for other portions of work.
- .6 Unsuitable materials:
 - .1 Weak and compressible materials under excavated areas.
 - .2 Frost susceptible materials under excavated areas.
 - .3 Frost susceptible materials:
 - .1 Fine grained soils with plasticity index less than 10 when tested to ASTM D4318, and gradation within limits specified when tested to ASTM D422 and ASTM C136: Sieve sizes to CAN/CGSB-8.1.

Sieve Designation	%Passing
2.00 mm	100
0.10 mm	45-100
0.02 mm	10-80
<u>0.005 mm</u>	0-45

Coarse grained soils containing more than 20% by mass passing 0.075 mm .2 sieve.

1.4 **SUBMITTALS**

- .1 Inform Departmental's Representative at least 4 weeks prior to commencing work, of proposed source of fill materials and provide access for sampling.
- Submit 70 kg samples of type of fill specified including representative samples of excavated .2 material.
- .3 Ship samples as directed by Departmental's Representative in tightly closed containers to prevent contamination.

1.5 **QUALITY ASSURANCE**

.1 Submit design and supporting data at least 2 weeks prior to commencing work.

- .2 Design and supporting data submitted to bear stamp and signature of qualified professional engineer registered or licensed in the province of Newfoundland and Labrador.
- .3 Keep design and supporting data on site.
- .4 Engage services of qualified professional engineer who is registered or licensed in Province of Newfoundland and Labrador to design and inspect cofferdams, shoring, bracing and underpinning required for work.
- .5 Do not use soil material until written report of soil test results are reviewed and approved by Departmental's Representative.

1.6 EXISTING CONDITIONS

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

PART 2 PRODUCTS

2.1 MATERIALS

.1

- .1 Backfill Type 1 and Type 2 fill: properties to the following requirements:
 - .1 Crushed, pit run or screened stone, gravel or sand.
 - .2 Gradations to be within limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB-8.1.

%Passing	
<u>Type1</u>	Type2
-	100
-	-
-	-
100	-
75-100	-
-	-
50-100	-
30-70	22-85
20-45	-
10-25	5-30
-	-
<u>3-8</u>	<u>0-10</u>
	%Passing <u>Type1</u> - - 100 75-100 - 50-100 30-70 20-45 10-25 - <u>3-8</u>

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

PART 3 EXECUTION

3.1 SITE PREPARATION

.1 Remove obstructions, ice and snow, from surfaces to be excavated within limits indicated.

3.2 PREPARATION/PROTECTION

- .1 Protect existing features in accordance with Section 01 56 00 Temporary Barriers and Enclosures and applicable local regulations.
- .2 Keep excavations clean, free of standing water, and loose soil.
- .3 Where soil is subject to significant volume change due to change in moisture content, cover and protect to Departmental Representative's approval.
- .4 Protect natural and man-made features required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage. Protect buried services that are required to remain undisturbed.

AAFC ACCCRC Card Access and Security System Upgrade Section 31 23 33.01 – Excavating, Trenching and Backfilling

STRIPPING OF TOPSOIL 3.3

- .1 Commence topsoil stripping of areas as indicated by Departmental Representative after area has been cleared of brush, weeds and grasses and removed from site.
- .2 Strip topsoil to depths as indicated by Departmental Representative. Do not mix topsoil with subsoil.
- .3 Stockpile in locations as directed by Departmental Representative. Stockpile height not to exceed 2 m.
- .4 Dispose of unused topsoil as directed by Departmental Representative.

3.4 STOCKPILING

- Stockpile fill materials in areas designated by Departmental Representative. Stockpile .1 granular materials in manner to prevent segregation.
- .2 Protect fill materials from contamination.

3.5 COFFERDAMS, SHORING, BRACING AND UNDERPINNING

- .1 Maintain sides and slopes of excavations in safe condition by appropriate methods and in accordance with Section 01 35 30 - Health and Safety Requirements and Occupational Health and Safety Act for the Province of Newfoundland and Labrador.
- .2 Obtain permit from authority having jurisdiction for temporary diversion of water course.
- Construct temporary works to depths, heights and locations as indicated or approved by .3 Departmental Representative.
- .4 During backfill operation:
 - .1 Unless otherwise as indicated or as directed by Departmental Representative remove sheeting and shoring from excavations.
 - .2 Do not remove bracing until backfilling has reached respective levels of such bracing.
 - .3 Pull sheeting in increments that will ensure compacted backfill is maintained at an elevation at least 500 mm above toe of sheeting.
- .5 When sheeting is required to remain in place, cut off tops at elevations as indicated.
- .6 Upon completion of substructure construction:
 - .1 Remove cofferdams, shoring and bracing.
 - .2 Remove excess materials from site and restore water courses as indicated and as directed by Departmental Representative.

3.6 DEWATERING AND HEAVE PREVENTION

.1 Keep excavations free of water while work is in progress.

- .2 Submit for Departmental Representative's review details of proposed dewatering or heave prevention methods, such as dikes, well points, and sheet pile cut-offs.
- .3 Avoid excavation below groundwater table if quick condition or heave is likely to occur. Prevent piping or bottom heave of excavations by groundwater lowering, sheet pile cut-offs, or other means.
- .4 Protect open excavations against flooding and damage due to surface run-off.
- .5 Dispose of water in accordance with Section 01 35 43 Environmental Procedures and in manner not detrimental to public and private property, or any portion of work completed or under construction.
- .6 Provide flocculation tanks, settling basins, or other treatment facilities to remove suspended solids or other materials before discharging to storm sewers, water courses or drainage areas.

3.7 EXCAVATION

- .1 Excavate to lines, grades, elevations and dimensions as indicated by Departmental Representative.
- .2 Remove concrete, masonry, paving, walks, demolished foundations and rubble and other obstructions encountered during excavation.
- .3 Excavation must not interfere with bearing capacity of adjacent foundations.
- .4 Do not disturb soil within branch spread of trees or shrubs that are to remain. If excavating through roots, excavate by hand and cut roots with sharp axe or saw.
- .5 For trench excavation, unless otherwise authorized by Departmental Representative in writing, do not excavate more than 30 m of trench in advance of installation operations and do not leave open more than 15 m at end of day's operation.
- .6 Keep excavated and stockpiled materials a safe distance away from edge of trench as directed by Departmental Representative.
- .7 Restrict vehicle operations directly adjacent to open trenches.
- .8 Dispose of surplus and unsuitable excavated material off site.
- .9 Do not obstruct flow of surface drainage or natural watercourses.
- .10 Earth bottoms of excavations to be undisturbed soil, level, free from loose, soft or organic matter.
- .11 Notify Departmental Representative when bottom of excavation is reached.
- .12 Obtain Departmental Representative approval of completed excavation.

- .13 Remove unsuitable material from trench bottom to extent and depth as directed by Departmental Representative.
- .14 Correct unauthorized over-excavation as follows:
 - .1 Fill under bearing surfaces and footings with concrete specified for footings.
 - .2 Fill under other areas with Type 2 fill compacted to not less than 95% of corrected maximum dry density.
- .15 Hand trim, make firm and remove loose material and debris from excavations. Where material at bottom of excavation is disturbed, compact foundation soil to density at least equal to undisturbed soil. Clean out rock seams and fill with concrete mortar or grout to approval of Departmental Representative.

3.8 FILL TYPES AND COMPACTION

- .1 Use fill of types as indicated or specified below. Compaction densities are percentages of maximum densities obtained from ASTM D698 corrected maximum dry density.
 - .1 Exterior side of perimeter walls: use Type 3 fill to subgrade level. Compact to 95%.
 - .2 Within building area: use Type 2 to underside of base course for floor slabs. Compact to 98%.
 - .3 Under concrete slabs: provide 150 mm compacted thickness base course of Type 1 fill to underside of slab. Compact base course to 100%.
 - .4 Retaining walls: use Type 2 fill to subgrade level on high side for minimum 500 mm from wall and compact to 95%. For remaining portion, use Type 3 fill compacted to 95%.
 - .5 To correct over excavation in trenches: use Type 2 fill to underside of sand bedding compacted to 95%.

3.9 BEDDING AND SURROUND OF UNDERGROUND SERVICES

- .1 Place and compact granular material for bedding and surround of underground services as indicated.
- .2 Place bedding and surround material in unfrozen condition.

3.10 BACKFILLING

- .1 Vibratory compaction equipment: approved by Departmental Representative.
- .2 Do not proceed with backfilling operations until Departmental Representative has inspected and approved installations.
- .3 Areas to be backfilled to be free from debris, snow, ice, water and frozen ground.
- .4 Do not use backfill material which is frozen or contains ice, snow or debris.
- .5 Place backfill material in uniform layers not exceeding 150 mm compacted thickness up to grades indicated. Compact each layer before placing succeeding layer.

- .6 Backfill around installations.
 - .1 Place bedding and surround material as specified elsewhere.
 - .2 Do not backfill around or over cast-in-place concrete within 24 hours after placing of concrete.
 - .3 Place layers simultaneously on both sides of installed work to equalize loading. Difference not to exceed 600 mm.
 - .4 Where temporary unbalanced earth pressures are liable to develop on walls or other structures.
 - .1 Permit concrete to cure for minimum 14 days or until it has sufficient strength to withstand earth and compaction pressure, and approval obtained from Departmental Representative, or
 - .2 If approved by Departmental Representative, erect bracing or shoring to counteract unbalance, and leave in place until removal is approved by Departmental Representative.

3.11 RESTORATION

- .1 Upon completion of work, remove waste materials and debris, trim slopes, and correct defects as directed by Departmental Representative.
- .2 Replace topsoil as indicated by Departmental Representative.
- .3 Reinstate lawns to elevation which existed before excavation.
- .4 Reinstate pavement and sidewalks distributed by excavation to thickness, structure, and elevation which existed before excavation.
- .5 Clean and reinstate areas affected by work as directed by Departmental Representative.
- .6 Use temporary plating to support traffic loads over unshrinkable fill for initial 24 h.

PART 1 GENERAL

- 1.1 RELATED SECTIONS
 - .1 Section 01 33 00 Submittal Procedures.
 - .2 Section 01 74 21 Construction/Demolition Waste Management and Disposal.
 - .3 Section 26 05 00 Common Work Results Electrical.
 - .4 Section 31 23 33.01 Excavating, Trenching and Backfilling.

1.2 REFERENCES

- .1 Canadian Standards Association (CSA)
 - .1 CSA C22.2 No. 211.1, Rigid Types EBI and DB2/ES2 PVC Conduit.
 - .2 CSA C22.2 No. 211.3, Reinforced Thermosetting Resin Conduit RTRC and Fittings (Bi-national standard, with UL 1684).

1.3 SUBMITTALS

- .1 Submit WHMIS MSDS Material Safety Data Sheets acceptable to Labour Canada, and Health and Welfare Canada for solvent cement. Indicate VOC content.
- .2 Submit manufacturer's data and certification at least 2 weeks prior to commencing work.
- .3 Submit manufacturer's information data sheets and instructions.

1.4 DELIVERY, STORAGE AND HANDLING

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

1.5 RECORD DRAWINGS

.1 Provide record drawings, including details of pipe and cable duct materials, maintenance and operating instructions.

PART 2 PRODUCTS

2.1 PVC DUCTS AND FITTINGS

- .1 Rigid PVC duct: to CSA C22.2 No. 211.1, type rigid PVC for direct burial with minimum wall thickness at any point of 2.8 mm. Nominal length: 3.0 m plus or minus 12 mm. Type DB2 (thinwall) PVC conduits unacceptable.
- .2 Rigid PVC split ducts as required.

AAFC ACCCRC Card Access and Security System Upgrade Section 33 65 76 – Direct Buried Underground Cable Ducts

- .3 Rigid PVC bends, couplings, reducers, bell end fittings, plugs, caps, adaptors same product material as duct, to make complete installation.
- .4 Rigid PVC 90° and 45° bends as required.
- .5 Rigid PVC 5° angle couplings as required.
- .6 Expansion joints as required.
- .7 Preformed, interlocking intermediate duct spacers for duct size as indicated.

2.2 SOLVENT WELD COMPOUND

.1 Solvent cement for PVC duct joints.

2.3 CABLE PULLING EQUIPMENT

.1 Use 6 mm stranded nylon pull rope tensile strength 5 kN.

2.4 MARKERS

.1 150 mm wide, 4 mil, polyethylene marker tape in all trenches. Use red colored tape. Install at depth as per drawings.

PART 3 EXECUTION

3.1 INSTALLATION

- .1 Install duct in accordance with manufacturer's instructions.
- .2 Clean inside of ducts before laying.
- .3 Ensure full, even support every 1.5 m throughout duct length.
- .4 Slope ducts with 1 to 400 minimum slope.
- .5 During construction, cap ends of ducts to prevent entrance of foreign materials.
- .6 Pull through each duct wooden mandrel not less than 300 mm long and of diameter 6 mm less than internal diameter of duct, followed by stiff bristle brush to remove sand, earth and other foreign matter. Pull stiff bristle brush through each duct immediately before pulling-in cables.
- .7 In each duct install pull rope continuous throughout each duct run with 3 m spare rope at each end.
- .8 Install markers as required.

Issued December 4, 2015

ADDENDUM NO. 1

1. **PRECEDENCE**

This Addendum shall form an integral part of the specification to be read in conjunction therewith. This Addendum shall take precedence over all forms of the aforementioned specification with which it may to be at variance or may otherwise be gualified in writing by authorized personnel.

2. GENERAL

The General Conditions and all documents issued with this specification shall apply to govern all phases of the work covered by this Addendum.

3. PURPOSE

The purpose of this Addendum is to inform bidders of changes and additions to the contract documents and drawings.

DESCRIPTION

Owner wishes to utilize existing Access Control Equipment and Door Hardware.

DRAWINGS

Reference Drawing E2 – Building 25 Security System Layout and Drawing E3 – Buildings 11, 18, 38, 39 Security System Layout

- 1. There is existing Access Control equipment installed on doors 25-3, 25-4, 25-5, 25-7, 25-8 25-9, 25-16, 11-1, 38-2 and 39-2. Contractor can make use of existing equipment at these locations if equipment is compatible with new access control system specified in design documents. Existing Access Control equipment is compatible with Millennium Access Control System installed at the facility. Equipment to be verified by contractor on site.
- 2. New Doors and Door Hardware have been installed on doors 25-4, 25-5, 25-7, 25-9, 25-16. Contractor can make use of existing doors and hardware at these locations if equipment is equal to or greater than what is specified in the door hardware schedule. Equipment to be verified by contractor on site.

-END OF ADDENDUM-



21 Mews Place, 2nd Floor P.O. Box 13295, Stn "A" St. John's, NL A1B 4A5 Ph.: (709) 754-1911, 754-1914 Fax: (709) 754-1960 e-Mail: <u>fearle@crosbieeng.com</u>

CEL Project No.: 15-1984 Page 1

AAFC ACCCRC CARD ACCESS AND SECURITY SYSTEM UPGRADE ST.JOHN'S, NEWFOUNDLAND PROJECT NO: R.006393.001 ISSUED FOR TENDER OCTOBER 23, 2015

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DRAWING LIST:
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E1 – LEGEND & SITE PLAN
E2 – BUILDING 25 – SECURITY SYSTEM LAYOUT
E3 – BUILDING 11,18,38,39 – SECURITY SYSTEM LAYOUT
E4 – BUILDING 36,40 – SECURITY SYSTEM LAYOUT
E5 – SECURITY SYSTEM DETAILS
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E6 – SECURITY SYSTEM DETAILS
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CEL PROJECT NO: 15-1984

SECURITY SYSTEM DC SECURITY SYSTEM DOOR CONTACT LOCATION. ODC SECURITY SYSTEM OVERHEAD DOOR CONTACT LOCATION. KP SECURITY SYSTEM KEYPAD LOCATION. MD SECURITY SYSTEM MOTION DETECTOR LOCATION. (MD)SECURITY SYSTEM 360° MOTION DECTECTOR CCTV CAMERA C/W WEATHERPROOF ENCLOSURE (EXTERIOR). 2 SEE SPECIFICATION. #1 INDICATES CAMERA DESIGNATION. ACCESS CONTROL EQUIPMENT (READER, CONTACT, AC DOOR HARDWARE AS REQUIRED. SEE HARDWARE SCHEDULE WITHIN SPECIFICATIONS. 27-17 DOOR NUMBER REFERENCE FOR HARDWARE SCHEDULE. SEE SPECIFICATIONS. DUPLEX U-GROUND RECEPTACLE. 120 VOLT, 15

400mm ABOVE FINISHED FLOOR.

AMP, SPECIFICATION GRADE. WHITE & C/W

STAINLESS STEEL COVERPLATE. WALL MOUNT

CONTRACTOR TO REFER TO ELECTRICAL SPECIFICATION FOR FURTHER DETAILS ON THE SUPPLY AND INSTALLATION OF ALL ELECTRICAL EQUIPMENT. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE CANADIAN ELECTRICAL CODE. CONTRACTOR SHALL SUPPLY AND INSTALL ALL EQUIPMENT AS OUTLINED IN THESE DOCUMENTS.

GENERAL NOTES:

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1. CONTRACTOR TO PROVIDE ALL CUTTING, PATCHING, PAINTING, AND ALL SITE REINSTATEMENT SUCH AS LANDSCAPING, CONCRETE WALKS, CURBS, AND PAVEMENT TO MATCH EXISTING. SEE SPECIFICATION FOR DETAILS. COORDINATE ON SITE.

2. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. DO NOT SCALE FROM DRAWINGS. CONTRACTOR TO ASSESS WORK AREA IN ADVANCE WITH SITE OWNER REPRESENTATIVE FOR COORDINATION OF RELATED DAILY WORK SCHEDULES, PARKING, BUILDING ACCESS, AND STORAGE OF EQUIPMENT.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN UP AND DISPOSALS OF WORK AREA ON A DAILY BASIS. AFTER EACH WORKING SHIFT BUILDING TO BE CLEANED AND FREE OF DEBRIS. BUILDING GARBAGE BINS ARE NOT TO BE USED.

4. ANY ELECTRICAL SYSTEM SHUTDOWN TO BE SCHEDULED AFTER NORMAL BUSINESS HOURS AND SHALL BE COORDINATED WITH SITE OWNER REPRESENTATIVE. SUFFICIENT NOTICE SHALL BE GIVEN. 5 WORKING DAYS NOTICE IS REQUIRED FOR ANY DISRUPTION.

5. WORK TO BE CARRIED OUT IN CONSIDERATION OF CLIENT COMFORT AND OPERATIONS. ENSURE ALL FURNITURE AND EQUIPMENT ARE PROTECTED FROM DUST WHEN WORKING OVERHEAD.

6. ACCESS TO ELECTRICAL ROOMS TO BE COORDINATED WITH OWNER REPRESENTATIVE.

7. RE-LABEL CIRCUITS IN EXISTING PANELBOARD DIRECTORIES IF APPLICABLE.

8. LABEL ALL EQUIPMENT WITH LAMACOID TAGS.

9. ALL EXISTING ELECTRICAL EQUIPMENT REMOVED TO BE TURNED OVER TO OWNER REPRESENTATIVE. IF OWNER REPRESENTATIVE REFUSES THEN CONTRACTOR TO REMOVE FROM SITE AND DISPOSE OF.

10. CONTRACTOR TO REMOVE ALL EXISTING DOOR ACCESS CONTROL EQUIPMENT INCLUDING ALL ASSOCIATED WIRING AND DEVICES (CONTACTS, KEYPADS, PANEL, ETC.) TO ACCOMMODATE FOR INSTALLATION OF NEW EQUIPMENT. COORDINATE ON SITE.





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PWGSC A1 (2004)

3. EXISTING VIDEO RECORDER.

- 4. EXISTING UPS.

DRAWING NOTES:

5. EXISTING SECURITY CAMERA NETWORK SWITCH.

6. NEW MONITOR FOR INTRUSION ALARM SYSTEM.

2. NEW PC4020 SECURITY SYSTEM CONTROL PANEL.

1. COORDINATE EXACT LOCATION OF ALL NEW EQUIPMENT IN THIS ROOM.

8. SUPPLY AND INSTALL NEW 15 AMP, 1 POLE CIRCUIT BREAKER C/W ALL

9. EXISTING NETWORK SWITCH FOR INTRUSION ALARM SYSTEM.

REPRESENTATIVE PRIOR TO ROUGH IN. COORDINATE ON SITE.

MOUNTING HARDWARE FROM EXISTING 120 VOLT 'PANEL 10' FOR SECURITY

IN 21mm EMT CONDUIT) (3 SUCH). COORDINATE EXACT LOCATION ON SITE.

10. SUPPLY AND INSTALL 15 AMP, 120 VOLT CIRCUIT FROM NEAREST PANEL TO

BREAKER, IC RATING TO MATCH. (2 #12 RW90 + 1 #12 TW GROUND IN 21mm

11. APPROXIMATE LOCATION OF APERIO HUB FOR DOOR 25-2 (BASEMENT LEVEL),

12. APPROXIMATE LOCATION OF APERIO HUB FOR DOOR 25-1 (BASEMENT LEVEL),

EXACT LOCATIONS OF ALL ACCESS CONTROL EQUIPTMENT TO BE VERIFIED WITH SITE

MAGLOCK POWER SUPPLY. SUPPLY AND INSTALL 15 AMP, 1 POLE CIRCUIT

EMT CONDUIT). CONNECT MAG LOCK CONTROLLER TO FIRE ALARM PANEL TO RELEASE LOCK UPON ACTIVATION OF FIRE ALARM SYSTEM.

SYSTEM EQUIPMENT. IC RATING TO MATCH. (2 #12 RW90 + 1 #12 TW GROUND

7. EXISTING MONITOR FOR SECURITY CAMERAS.

25-4, 25-5, 25-6, AND 25-9 (LEVEL 2).

25–7, AND 25–16 (LEVEL 2).

SEE GENERAL NOTES ON DRAWING E1.













SUPPLY AND INSTALL 15 AMP, 120 VOLT -RECEPTACLE. SUPPLY CIRCUIT FROM NEAREST PANEL. SUPPLY AND INSTALL 15 AMP, 1 POLE CIRCUIT BREAKER. IC RATING TO MATCH. (2 #12 RW90 + 1 #12 TW GROUND IN 21mm EMT CONDUIT). RECEPTACLE TO BE LOCATED WITHIN CEILING SPACE FROM PLUG-IN TRANSFORMER. COORDINATE EXACT LOCATION WITH DOOR LOCK SYSTEM SUPPLIER.



NEW PC4020 SECURITY SYSTEM CONTROL PANEL. COORDINATE EXACT LOCATION ON SITE. SUPPLY AND INSTALL NEW 15 AMP, 1 POLE HARDWARE FROM EXISTING PANEL 120 VOLT PANEL. IC RATING TO MATCH. (2 #12 RW90 + 1 #12 TW GROUND IN 21mm EMT CONDUIT).













Appendix "F"

INSURANCE TERMS



INSURANCE TERMS

- IN1 GENERAL
- IN1.1 Worker's Compensation
- IN1.2 Indemnification
- IN1.3 Proof of Insurance
- IN1.4 Insured
- IN1.5 Payment of Deductible
- IN2 COMMERCIAL GENERAL LIABILITY
- IN2.1 Scope of Policy
- IN2.2 Period of Insurance
- IN3 AUTOMOBILE INSURANCE
- IN3.1 Scope of Policy
- IN4 BUILDER'S RISK / INSTALLATION FLOATER
- IN4.1 Scope of Policy
- IN4.2 Amount of Insurance
- IN4.3 Period of Insurance
- IN4.4 Insurance Proceeds

IN1 GENERAL

IN1.1 Worker's Compensation

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

IN1.2 Indemnification

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

IN1.3 Proof of Insurance

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

IN1.4 Insured

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



INSURANCE TERMS (Continued)

IN1.5 Payment of Deductible

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

IN2 COMMERCIAL GENERAL LIABILITY

IN2.1 Scope of Policy

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

IN2.2 Period of Insurance

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

IN3 AUTOMOBILE INSURANCE

IN3.1 Scope of Policy

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

INSURANCE TERMS (Continued)

IN4 BUILDER'S RISK / INSTALLATION FLOATER

IN4.1 Scope of Policy

- 1) The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
- 2) The policy shall permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
- 3) The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
 - (a) Asbestos.
 - (b) Fungi or spores.
 - (c) Cyber.
 - (d) Terrorism.

IN4.2 Amount of Insurance

 The amount of insurance shall not be 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 shall be changed to reflect the revised contract value.

IN4.3 Period of Insurance

1) Unless otherwise directed in writing by Canada, or, stipulated elsewhere herein, the policy required herein shall be in force and be maintained from prior to the commencement of work until the day of issue of the CERTIFICATE OF SUBSTANTIAL PERFORMANCE.

IN4.4 Insurance Proceeds

- 1) The policy shall provide that the proceeds thereof are payable to Her Majesty or as Canada may direct in accordance with GC 10.2 Insurance Proceeds.
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.



Appendix "G"

CONTRACT DOCUMENTS



MAJOR WORKS - CONTRACT DOCUMENTS

SC01 CONTRACT DOCUMENTS

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

SC02 ACCEPTANCE AND CONTRACT

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

Canada



Appendix "H"

CONTRACT



CONTRACT

PURCHASING OFFICE

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

Your tender is accepted to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the construction listed herein and on any attached sheets at the price or prices set out therefor.

Comments	l ncl ud
	Destination
	Invoices -
	Address
Vendor / Firm Name and Address	Telephon
	For the M
	Signature

Title					
Solicitation / Contract No.		Date			
Client Reference No.					
File No.					
Financial Code(s)		C GST ⊂ HST C QST			
F.O.B Destination					
Applicable Taxes					
I ncl uded					
Invoices - Original and two copies to be	e sent to :				
Address Enquiries to:					
Telephone No. Ext.	Fax No.				
Total Estimated Cost	Currency Typ CAD	e			
For the Minister					
Signature	Date	e			



FORMS

- Bid Bond
- Certificate of Insurance
- Labour and Material Payment Bond
- Performance Bond
- T4-A Certification
- Personnel Screening, Consent and Authorization Form



BID BOND

BOND NUMBER:			AMOUNT:		
KNOW ALL PERSONS BY THESE PR	ESENTS, that			as Principal,	
hereinafter called the Principal, and				as Surety,	
hereinafter called the Surety, are, subjective right of Canada as represented by the	ect to the conditions hereinaft Minister of Agriculture and Ag	er contained, held and firmly gri-Food, as Obligee, hereina	v bound unto Her Majest after called the Crown, ir	y the Queen in ι the amount of	
dollars (\$), law	ul money of Canada, for the	payment of which sum, well	and truly to be made, th	e Principal and the	
Surety bind themselves, their heirs, exe	ecutors, administrators, succe	essors and assigns, jointly a	nd severally, firmly by th	ese presents.	
SIGNED AND SEALED this	day of	, 20			
WHEREAS, the Principal has submitte	d a written tender to the Crow	vn, dated the	day of	, 20,	
for					

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Note: Affix Corporate seal if applicable.

Surety





CERTIFICATE OF INSURANCE

To be completed by the I	nsurer		CERTIFICATE	OF INSURANCE				
CONTRACT								
Description and location of work			Contract No.		act No.			
						Projec	t No.	
INSURER				BROKER				
Company name				Company name				
Unit/Suite/Apt.	Street number		Number suffix	Unit/Suite/Apt.	Street number		Number suffix	
Street name				Street name	1			
Street type	Street direction		PO Box or Route Number	Street type	Street direction		PO Box or Route Number	
Municipality (City, Town,	etc.)		1	Municipality (City, Town	, etc.)		I	
Province/State	Postal/ZIP code			Province/State	Postal/ZIP code			
INSURED	1			ADDITIONAL INSURED)			
Contractor name								
Unit/Suite/Apt.	Street number		Number suffix	Her Majesty the Queen in right of Canada as represented by the Minister o Agriculture and Agri-Food Canada.				
Street name			1					
Street type	Street direction		PO Box or Route Number					
Municipality (City, Town,	etc.)							
Province/State Postal/ZIP code								
This insurer certifies th contract made betweer Canada.	nat the following per the named insure	olicies ed and l	of insurance are at presen Her Majesty the Queen in I	it in force covering all o right of Canada, represe	perations of the Ir Inted by the Minis	isured, i ter of Ag	in connection with the griculture and Agri-Food	
POLICY								
Туре			Number	Inception date	Expiry date		Limit of liability (\$)	
Commercial General Lia	ability							
Builder's Risk "All Risks	"							
Installation Floater "All F	Risks"							
Other (list)								
Each of these policies in Additional Insured. The I any policy or coverage.	cludes the coverage nsurer agrees to no	es and p tify Her	provisions as specified in Ins Majesty and the Named ins	surance Terms and each p sured in writing thirty (30)	policy has been end days prior to any m	dorsed to aterial cl	o cover Her Majesty as an hange in, or cancellation of	
Name of Ir	nsurer's Officer or A	uthorize	d Employee	Telephone nu	mber	Ext.		
Signature		Date						

Canadä



LABOUR AND MATERIAL PAYMENT BOND

BOND NUMBER:				
KNOW ALL PERSONS BY THESE PI	RESENTS, that			as Principal,
hereinafter called the Principal, and		as Surety,		
hereinafter called the Surety, are, sub	ject to the conditions hereinaft Minister of Agriculture and Ag	er contained, held and firn	nly bound unto Her Majes	ty the Queen in
nghi of Canada as represented by the		Jil-1 000, as Obligee, herei		
dollars (\$), lav	ful money of Canada, for the	payment of which sum, we	ell and truly to be made, th	ne Principal and the
Surety bind themselves, their heirs, ex	ecutors, administrators, succe	essors and assigns, jointly	and severally, firmly by th	nese presents.
SIGNED AND SEALED this	day of	, 20		
WHEREAS, the Principal has entered	into a Contract with the Crown	n dated the	day of	, 20,
for				

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

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

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

Canada

- 6. No suit or action shall be commenced hereunder by any Claimant:
 - (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
 - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;
 - (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal;
 - (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
 - (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.
- 7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
- 8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the Crown are paid to the Surety by the Crown.
- 9. The Surety shall not be liable for a greater sum that the amount specified in this bond.

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness



Surety


PERFORMANCE BOND

BOND NUMBER:		AMOUNT:					
KNOW ALL PERSONS BY THESI	E PRESENTS, that			as Principal,			
hereinafter called the Principal, an	as Surety,						
hereinafter called the Surety, are, right of Canada as represented by	subject to the conditions hereinafter con the Minister of Agriculture and Agri-Foo	tained, held anc d, as Obligee, h	I firmly bound unto Her M hereinafter called the Cro	lajesty the Queen in wn, in the amount of			
dollars (\$),	lawful money of Canada, for the payme	nt of which sum	n, well and truly to be mad	de, the Principal and the			
Surety bind themselves, their heirs	s, executors, administrators, successors	and assigns, joi	intly and severally, firmly	by these presents.			
SIGNED AND SEALED this	day of	_, 20					
WHEREAS, the Principal entered	into a Contract with the Crown dated the	9	day of	, 20,			
for							
which Contract is by reference ma	de a part hereof, and is hereinafter refer	red to as the Co	ontract.				
NOW, THEREFORE, THE CONDI the obligations on the part of the P otherwise it shall remain in full ford 1. Whenever the Principal shall be (a) if the work is not taken out of (b) if the work is taken out of th work in accordance with the (i) it shall be between the S	TIONS OF THIS OBLIGATION are such rincipal to be observed and performed in se and effect, subject, however, to the fo e, and declared by the Crown to be, in de of the Principal's hands, remedy the defa e Principal's hands and the Crown direct Contract provided that if a contract is er Surety and the completing contractor, an	n that, if the Prin in connection wit llowing condition efault under the ult of the Princip is the Surety to intered into for the	cipal shall well and faithf th the Contract, then this ns: Contract, the Surety sha pal, undertake the completion he completion of the work	ully observe and perform all obligation shall be void, ull: n of the work, complete the k,			

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

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2.

(a)

T4-A CERTIFICATION

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

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

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

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

Stree	et Name or Box #:	
City,	Town or Village:	
Prov	ince:	
Post	al Code:	
Con	ractor shall complete Section 2(a) or 2(b) or 2(c),	whichever is applicable to its situation.
If inc	orporated:	
	Business Number (BN): GST / HST Number: T2 Corporation Tax Number (T2N):	, or , or , whichever is applicable
(b)	If unincorporated:	
	Social Insurance Number (SIN): Business Number (BN): GST / HST Number:	, and , or , whichever is applicable
	<u>Note</u> : The Unincorporated Business Nam the Revenue Canada Business Number or	e must be the same as the name associated with the GST Number.
(c)	If individual:	
	Social Insurance Number (SIN): Business Number (BN):	, and , or whichever is applicable

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

PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM				Reference number De		Department/Organization number		File number							
NOTE: For <i>Privacy Act</i> Statement refer to Section C of this form and for completion instructions refer to attached instructions.															
Please typewrite or print in block letters. A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Departmental/Agency/Organizational Official)															
	New	Up	date	ı	Jpgrade		Transfe	r		Suppler	nental	[R	e-activa	tion
The	requested leve	el of reliability/secu	rity check(s)												
	Reliability S	tatus	Level I (CONFID	ENTIAL)	Level I	II (SECRET)	Leve	III (TOP SE	ECRET)						
Other															
PAR	TICULARS	OF APPOINTM	ENT/ASSIGN	MENT/CO	ONTRACT										
Indeterminate															
Justi	fication for sec	curity screening req	uirement												
Posit	ion/Competitio	on/Contract numbe	r		Title								Group/Level (Rank if applicable)		
Emp (if ap	loyee ID numb plicable)	per/PRI/Rank and S	Service number		If term or cont duration perio	ntract, indicate			From	From			То		
Nam	e and address	s of department / or	ganization / ager	псу	Name of offic	ial			Telepho	Telephone number			Facsimile number		
									()		()		
B Surn	BIOGRAPH ame (Last nar	ICAL INFORMA ne)	TION (To be	Full give	ed by the ap en names (no ir	plicant) hitials) underli	ne or circle us	sual name u	sed	Family	name at birt	٦			
All of	her names us	ed (i.e. Nickname)		Sex M	ale	Date of birth Country of birt			birth	Date of entry into Canada if born outside Canada					
				Fe	emale										
RES curre Hom	IDENCE (prov ent) e address	vide addresses for t	he last five years	s, starting v	with the most	Daytime tele	phone numbe	۶r	E-mail a	address					
	Apartment number	Street number	Street name					Civic numl (if applicat	ber ble)		Froi Y	m M		To present	:
1	City			Province	or state	Postal code	9	Country			Telephone n	umber			
										()		
Apartment number Street number Street name 2		Province or state			Civic number (if applicable)		ber ble)	er From a) Y Telephone nu		n I M		То Ү	м		
			FIUVINCE	of state	Postarcode Country		(
Have	Have you previously completed a If yes, give name of employer, level and year of screening. Y														
Government of Canada security screening form?															
Have		IVICTIONS IN A	IND OUISIDE	Which you	ADA (see in	structions) If ves give o	letails (char	rge(s) name	e of police	force city	province/s	tate		
been granted a pardon?															
Char	ge(s)			Name o	f police force					City					
Province/State Country								Date of	f convictio	n 🕨	Y		м	D	
TBS/S	SCT 330-23E	(Rev. 2006/02)		1		_	1 -				Į_				dä

OFFICE USE ONLY

ıda du Canada

*	Government of Canada	Gouvernement du Canada

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of Canada

PERSONNEL SCREENING, CONSENT AND AUTHORIZATION FORM

Canadä

Surname and full given names		ſ	Date of birth	Y M D
C CONSENT AND VERIEICATION (To be completed by the applic	cant and auth	orized Departmental/Agency/	Organizational ()fficial)
Checks Required (See Instructions)	Applicant's	Name of official (print)	Official's	Official's Telephone number
Date of birth, address, education, professional qualifications, employment history, personal character references	initials		Initials	
2. Criminal record check				()
3. Credit check (financial assessment, including credit records check)				()
4. Loyalty (security assessment only)				
5. Other (specify, see instructions)				()
Mounted Police (RČMP) and the Canadian Security Intelligence Service (CSIS outside the federal government (e.g. credit bureaus). It is used to support decisis promotions. It may also be used in the context of updating, or reviewing for caus applicable type of security screening. Information collected by the government ins decisions, which may lead to discipline and/or termination of employment or c (Personnel Security Screening) which is used by all government agencies, excep PIB CMP PPU 065 (Security/Reliability Screening Records), CSIS PIB SIS PPI Records) used for Canadian Industry Personnel. Personal information related to a l, the undersigned, do consent to the disclosure of the preceding information formation may also occur when the reliability status, security clearance or My consent will remain valid until 1 no longer require a reliability status, as otherwise revoke my consent, in writing, to the authorized security official.), which conduct ons on individual e, the reliability s stitution, and info ontractual agree the Department E 815 (Employe security assessm on including my of the above, I ar site access are security clearan	the requisite checks and/or invest is working or applying to work throug status, security clearance or site acc rmation gathered from the requisite ments. The personal information to f National Defence PIB DND/PPE e Security), and PWGSC PIB PWG nents is also described in the CSIS F y photograph for its subsequent v cknowledge that the verification e updated or otherwise reviewed f ce or a site access clearance, my	igation in accordancy happointment, ass ess, all of which ma checks and/or inves n collected is descr & 834 (Personnel Se SC PPU 015 (Pers PIB SIS PPU 015 (So rerification and/or and/or use in an i or cause under the employment or co	with the GSP and to entities ignment or contract, transfers or lead to a re-assessment of the tigation, may be used to support ibed in Standard PIB PSU 917 courity Investigation File), RCMP connel Clearance and Reliability ecurity Assessments/Advice). use in an investigation for the nvestigation of the preceding Government Security Policy. Intract is terminated, or until I
Signature		Date (Y/M/D)		
P REVIEW (To be completed by the authorized Departmental/Ag A, B and C)	jency/Organiz	ational Official responsible f	or ensuring the	completion of sections
Name and title		Telephone number		
Address		Facsimile number		
E APPROVAL (To be completed by authorized Departmental/Age only)	ency/Organiza	ational Security Official		
<i>I, the undersigned, as the authorized security official, do hereby approve the</i> Reliability Status	e following level	l of screening.		РНОТО
Approved Reliability Status Not approved			(for l and/or - see	₋evel III T.S., upon request instructions)
Name and title				
Signature		Date (Y/M/D)		
Name and title				
Comments		Date (Y/M/D)		



INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)

Once completed, this form shall be safeguarded and handled at the level of Protected A.

General:

If space allotted in any portion is insufficient please use separate sheet using same format.

1. Section A (Administrative Information) Authorized Departmental/Agency/Organizational Official

The Official, based on instructions issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

SUPPLEMENTAL INFORMATION REQUIREMENTS

Persons who presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the Security Clearance Form (TBS/SCT 330-60), are required to submit an original Personnel Screening, Consent and Authorization Form, with the following parts completed:

- Part A As set forth in each question
- Part B As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA.
- Part C Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NATO, SIGINT etc.

2. Section B (Biographical Information)

To be completed by the *applicant*. If more space is required use a separate sheet of paper. Each sheet must be signed.

Country of Birth - For "NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document or a copy of passport.

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.

- Offences under the National Defence Act are to be included as well as convictions by courts-martial are to be recorded.

3. Section C (Consent and Verification)

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

Consent: may be given only by an applicant who has reached the age of majority, otherwise, the signature of a parent or guardian is mandatory.

The age of majority is:

19 years in NFLD., N.S., N.B., B.C., Yukon, Norhwest Territories and Nunavut;

18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the " applicant's initials box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified within Section A): complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified within Section A): complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretariat approval has been obtained.

4. Section D (Review)

To be completed by authorized Departmental/Agency/Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

5. Section E (Approval)

Authorized Departmental/Agency/Organizational Security Official refers to the individuals as determined by departments, agencies, and organizations that may verify reliability information and/or approve/not approve reliability status and/or security clearances. Approved Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Screening Certificate and Briefing Form (TBS/SCT 330-47)". Note: Private sector organizations do not have the authority to approve any level of security screening.

Photographs: Departments/Agencies/Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.

