

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

| | | |
|--|------|--------------------|
| Title Air Handling Unit Replacement, St. John's, NL | | |
| Solicitation No. 01B46-16-053 | | Date 2016-07-06 |
| Client Reference No. | | |
| File No. 01B46-16-053 | | |
| Solicitation Closes: Thursday, July 21, 2016, at 14:00 PM, EDT. | | |
| F.O.B <input type="radio"/> Plant <input checked="" type="radio"/> Destination <input type="radio"/> Other | | |
| Address Enquiries to: Samuel Archambault | | |
| Title: Contracting Officer | | |
| Email: samuel.archambault@agr.gc.ca | | |
| Telephone Number | Ext. | Fax Number |
| 514 315-6139 | | 514 283-3143 |
| Destination St John's Research and Development Centre 308 Brookfield Road, St. John's, Newfoundland and Labrador A1E 0B2 | | |

Instructions: See Herein

| | | |
|--|------------------|------------|
| Delivery Required December 16, 2016 | Delivery Offered | |
| Vendor / Firm Name and Address | | |
| Telephone Number | Ext. | Fax Number |
| Name and title of person authorized to sign on behalf of Vendor / Firm (type or print) | | |
| Signature _____ | | Date _____ |

ISSUING OFFICE

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



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- Certificate of Insurance
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Appendix "A"

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

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GI01 COMPLETION OF BID

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

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

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

GI03 APPLICABLE TAXES

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

GI04 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

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

GI05 REGISTRY AND PRE-QUALIFICATION OF FLOATING PLANT

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

GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

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

GI07 BID SECURITY REQUIREMENTS

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GI08 SUBMISSION OF BID

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

GI09 REVISION OF BID

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

GI10 REJECTION OF BID

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

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

GI11 BID COSTS

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

GI12 COMPLIANCE WITH APPLICABLE LAWS

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

GI13 APPROVAL OF ALTERNATIVE MATERIALS

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

GI14 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

GI15 INTEGRITY PROVISIONS - BID

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

GENERAL INSTRUCTIONS TO BIDDERS (Continued)

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

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

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

GI16 CODE OF CONDUCT FOR PROCUREMENT - BID

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



Appendix "B"

SPECIAL INSTRUCTIONS TO BIDDERS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

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

SI01 BID DOCUMENTS

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the INVITATION TO TENDER - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G113 of the GENERAL INSTRUCTIONS TO BIDDERS, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the INVITATION TO TENDER - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

SI03 NON-MANDATORY SITE VISIT

- 1) There will be a site visit on Tuesday, July, 12 , 2016 at
03: 30 AM PM Local Standard Time.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

Interested bidders are to meet at:

St John's Research and Development Centre
308 Brookfield Road,
St. John's, Newfoundland and Labrador
A1E 0B2

SI04 REVISION OF BID

- 1) A bid may be revised by letter or facsimile in accordance with GI09 of the GENERAL INSTRUCTIONS TO BIDDERS. The facsimile number for receipt of revisions is 514 283-3143 .

SI05 BID RESULTS

- 1) Following bid closing, bid results may be obtained from the bid receiving office by email at samuel.archambault@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.

SPECIAL INSTRUCTIONS TO BIDDERS (Continued)

SI08 CONSTRUCTION DOCUMENTS

- 1) The successful contractor will be provided with one paper copy of the sealed and signed plans, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of three (3), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Canadian economic sanctions

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

SI10 PERSONNEL SECURITY REQUIREMENTS

- 1) The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract, must meet the following contract security requirements:
 - Unscreened personnel may be used for the work. Unscreened personnel will require an escort provided by AAFC.



Appendix "C"

BID AND ACCEPTANCE FORM

BID AND ACCEPTANCE FORM

CONSTRUCTION CONTRACT - MAJOR WORKS

| BA01 IDENTIFICATION | | | | | |
|--|---------------|---------------|---------------------------------|---------------|------------------|
| Description of the Work Scope of work of comprises of mechanical and electrical services for the replacement of AHU #3, for AAFC's Building #25, located at the St. John's Research and Development Centre in St. John's NL. Work includes but not limited to: <ul style="list-style-type: none"> - Removal and disposal of the existing AHU. - Perform any required modifications to the existing roof curb to suit the new unit; - apply and install a new 100% fresh air AHU complete with testing and balancing and commissioning process; - Replacement of the VFD drive with a new drive, and replacement of AHU circuit and wiring | | | | | |
| Solicitation Number | | | File / Project Number | | |
| 01B46-16-053 | | | 01B46-16-053 | | |
| BA02 BUSINESS NAME AND ADDRESS OF BIDDER | | | | | |
| Name | | | | | |
| Address | | | | | |
| Unit/Suite/Apt. | Street number | Number suffix | Street name | Street type | Street direction |
| PO Box or Route Number | | | Municipality (City, Town, etc.) | | Province |
| Postal code | | | | | |
| Phone number | | Fax number | | Email address | |
| BA03 THE OFFER | | | | | |
| 1) The Bidder offers to Canada as represented by the Minister of Agriculture and Agri-food Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of: \$ _____ excluding Applicable Taxes (GST/HST/QST). (to be expressed in numbers only) | | | | | |
| BA04 BID VALIDITY PERIOD | | | | | |
| 1) The bid shall not be withdrawn for a period of <u>90</u> days following the date of solicitation closing. | | | | | |
| BA05 APPENDICES | | | | | |
| 1) The following appendices are included in this Bid and Acceptance Form: <input checked="" type="checkbox"/> Appendix 2 | | | | | |
| BA06 ACCEPTANCE AND CONTRACT | | | | | |
| 1) Upon acceptance of the Bidder's offer by Canada, a binding Contract shall be formed between Canada and the resulting Contractor. The documents forming the Contract shall be the contract documents referred to in SC01 CONTRACT DOCUMENTS. | | | | | |
| BA07 CONSTRUCTION TIME | | | | | |
| 1) The Contractor shall perform and complete the Work <u>on or before</u> <u>2016-12-16</u> | | | | | |
| BA08 BID SECURITY | | | | | |
| 1) The Bidder shall enclose bid security with its bid in accordance with GI07 BID SECURITY REQUIREMENTS. | | | | | |
| 2) If a security deposit is furnished as bid security, it shall be forfeited in the event that the bid is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY, provided that Canada may, if it is in the public interest, waive the right of Canada to forfeiture any or all of the security deposit. | | | | | |

BA09 SIGNATURE

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

BA10 INTEGRITY PROVISIONS - LIST OF NAMES

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

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

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

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

| | | |
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BID AND ACCEPTANCE FORM
CONSTRUCTION CONTRACT - MAJOR WORKS
APPENDIX 2

LIST OF SUBCONTRACTORS

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

LIST OF EQUIPMENT

N/A

LIST OF MATERIALS

N/A



Appendix "D"

MAJOR WORKS - GENERAL CONDITIONS



MAJOR WORKS – GENERAL CONDITIONS

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MAJOR WORKS GENERAL CONDITIONS FORM AAFC 5321:

Revision Date

| | | |
|------|--|-----------------|
| GC1 | GENERAL PROVISIONS | 2016-05-01 |
| GC2 | ADMINISTRATION OF THE CONTRACT | 2016-05-01 |
| GC3 | EXECUTION AND CONTROL OF THE WORK | 2016-01-01 |
| GC4 | PROTECTIVE MEASURES | Original |
| GC5 | TERMS OF PAYMENT | 2016-05-01 |
| GC6 | DELAYS AND CHANGES IN THE WORK | Original |
| GC7 | DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT | Original |
| GC8 | DISPUTE RESOLUTION | 2016-05-01 |
| GC9 | CONTRACT SECURITY | 2016-05-01 |
| GC10 | INSURANCE | Original |

GC1 GENERAL PROVISIONS

- GC1.1 INTERPRETATION
 - GC1.1.1 Headings and References
 - GC1.1.2 Terminology
 - GC1.1.3 Application of Certain Provisions
 - GC1.1.4 Substantial Performance
 - GC1.1.5 Completion
- GC1.2 CONTRACT DOCUMENTS
 - GC1.2.1 General
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- GC1.4 RIGHTS AND REMEDIES
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- GC1.6 INDEMNIFICATION BY THE CONTRACTOR
- GC1.7 INDEMNIFICATION BY CANADA
- GC1.8 LAWS, PERMITS AND TAXES
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- GC1.10 NATIONAL SECURITY
- GC1.11 UNSUITABLE WORKERS
- GC1.12 PUBLIC CEREMONIES AND SIGNS
- GC1.13 CONFLICT OF INTEREST
- GC1.14 AGREEMENTS AND AMENDMENTS
- GC1.15 SUCCESSION
- GC1.16 ASSIGNMENT
- GC1.17 NO BRIBE
- GC1.18 CERTIFICATION - CONTINGENCY FEES
- GC1.19 INTERNATIONAL SANCTIONS
- GC1.20 INTEGRITY PROVISIONS – CONTRACT
- GC1.21 CODE OF CONDUCT FOR PROCUREMENT - CONTRACT

GC1.1 (2016-05-01) INTERPRETATION

GC1.1.1 Headings and References

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

GC1.1.2 Terminology

In the Contract, unless the context otherwise requires:

“Administrative Agreement”

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

“Affiliate”

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

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

"Applicable Taxes"

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

"Canada", "Crown", "Her Majesty"

means Her Majesty the Queen in right of Canada;

"Contract"

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

"Contract Amount"

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

"Contract Security"

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

"Contractor"

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

"Certificate of Completion"

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

"Certificate of Measurement"

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

"Certificate of Substantial Performance"

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

“Control”

means:

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

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

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

"Departmental Representative"

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

"herein", "hereby", "hereof", "hereunder"

and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Ineligibility"

means a person not eligible to contract with Canada;

"Lump Sum Arrangement"

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

"Material"

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

"person"

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

"Plant"

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

"Subcontractor"

means a person having a direct contract with the Contractor, subject to GC3.6

"Subcontracting", to perform a part or parts of the Work, or to supply Material customized for the Work;

"Superintendent"

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

"Supplementary Conditions"

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

"Supplier"

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

"Suspension"

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

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

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

"Unit Price Arrangement"

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

"Unit Price Table"

means the table of prices per unit set out in the Contract;

"Work"

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

"Working Day"

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

GC1.1.3 Application of Certain Provisions

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

GC1.1.4 Substantial Performance

- 1) The Work shall be considered to have reached Substantial Performance when
 - a) the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by Canada or is being used for the intended purposes; and
 - b) the Work is, in the opinion of Canada, capable of completion or correction at a cost of not more than
 - (i) 3 percent of the first \$500,000;
 - (ii) 2 percent of the next \$500,000; and
 - (iii) 1 percent of the balanceof the Contract Amount at the time this cost is calculated.
- 2) Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and
 - a. the remainder of the Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.5, "Delays and Extension of Time", for reasons beyond the control of the Contractor; or
 - b. Canada and the Contractor agree not to complete a part of the Work within the specified time;

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

GC1.1.5 Completion

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

GC1.2 (2016-05-01) CONTRACT DOCUMENTS

The following discusses contract documents

GC1.2.1 General

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.

- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between Canada and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

GC1.2.2 Order of Precedence

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

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

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

GC1.2.3 Security and Protection of Documents and Work

- 1) The Contractor shall guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.
- 2) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
 - a) is publicly available from a source other than the Contractor; or

- b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the **information**.
- 3) When the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
- 4) Without limiting the generality of paragraphs 2) and 3) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 2) is identified as top secret, secret, confidential, or protected by Canada, Canada shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 5) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by Canada to the Contractor, and shall be liable to Canada for any loss or damage from any causes.

GC1.3 STATUS OF THE CONTRACTOR

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

GC1.4 (2016-05-01) RIGHTS AND REMEDIES

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

GC1.5 (2016-05-01) TIME OF THE ESSENCE

- 1) Time is of the essence of the Contract.

GC1.6 INDEMNIFICATION BY THE CONTRACTOR

- 1) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings

against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

- 2) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its subcontractors and suppliers and any other person at any tier, in performing the Work.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC1.7 (2016-05-01) INDEMNIFICATION BY CANADA

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

GC1.8 (2016-05-01) LAWS, PERMITS AND TAXES

- 1) The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
- 2) Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
- 3) Prior to the commencement of the Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than Canada.
- 4) Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify Canada of the amount properly tendered and whether or not the municipal authority has accepted that amount.

- 5) If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to Canada within 6 days after the time stipulated in paragraph 4) of GC1.8.
- 6) For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Canada.
- 7) Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
- 8) In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5, "Substantial Performance of the Work", a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide Canada with proof of registration with the provincial sales tax authorities in the said province.
- 9) For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.10, "Material Plant and Real Property Become Property of Canada", the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
- 10) Federal government departments and agencies are required to pay Applicable Taxes.
- 11) Applicable Taxes will be paid by Canada as provided in the request for payment. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 12) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 13) In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- 14) Tax Withholding of 15 Percent – Canada Revenue Agency
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC1.9 WORKERS' COMPENSATION

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

GC1.10 NATIONAL SECURITY

- 1) If Canada determines that the Work is of a class or kind that involves national security, Canada may order the Contractor to
 - (a) provide Canada with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
 - (b) remove any person from the site of the Work if, in the opinion of Canada, that person may be a risk to the national security;and the Contractor shall comply with the order.
- 2) In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

GC1.11 (2016-05-01) UNSUITABLE WORKERS

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

GC1.12 PUBLIC CEREMONIES AND SIGNS

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

GC1.13 (2016-05-01) CONFLICT OF INTEREST

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

GC1.14 AGREEMENTS AND AMENDMENTS

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

GC1.15 (2016-05-01) SUCCESSION

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

GC1.16 (2016-05-01) ASSIGNMENT

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

GC1.17 (2016-05-01) NO BRIBE

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

GC1.18 CERTIFICATION - CONTINGENCY FEES

- 1) In this clause
 - (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
 - (b) "employee" means a person with whom the Contractor has an employer/employee relationship; and
 - (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) R.S.C. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.

- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 4) If the Contractor certifies falsely under this section or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

GC1.19 INTERNATIONAL SANCTIONS

- 1) Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to **economic sanctions** (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>)
- 2) It is a condition of the Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3) By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

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

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

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

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

GC2 ADMINISTRATION OF THE CONTRACT

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

GC2.1 (2016-05-01) DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

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

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

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

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

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

GC2.2 INTERPRETATION OF CONTRACT

- 1) If, at any time before Canada has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about
 - (a) the meaning of anything in the drawings and specifications;
 - (b) the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;

- (c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
- (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
- (e) what quantity of any of the Work has been completed by the Contractor; or
- (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

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

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

GC2.3 NOTICES

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

GC2.4 (2016-05-01) SITE MEETINGS

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

GC2.5 REVIEW AND INSPECTION OF WORK

- 1) Canada shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. Canada shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) Canada shall reject Work or Material which in Canada's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the requirements of the Contract, the Contractor shall correct the Work and shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.
- 3) The Contractor shall provide Canada with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada shall be given access to such Work whenever it is in progress.
- 4) The Contractor shall furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give Canada reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give Canada reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

GC2.6 SUPERINTENDENT

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify Canada of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.

- 3) Upon request of Canada, the Contractor shall remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to Canada.
- 4) The Contractor shall not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

GC2.7 (2016-05-01) NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 1) For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
- 2) Without restricting the provisions of paragraph 3) of GC2.6, "Superintendent", the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because
 - a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
 - b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
 - c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
- 3) Within two working days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall
 - a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
 - b) forward a copy of the complaint to Canada by registered mail or courier service.
- 4) Within 24 hours immediately following receipt of a direction from Canada to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) of GC2.7.
- 5) No later than 30 days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 6) If a direction is issued pursuant to paragraph 4) of GC2.7, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9, "Right of Setoff", whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.

- 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, Canada shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by Canada as a result.
- 8) Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
 - a) a written award issued pursuant to the federal **Commercial Arbitration Act**, R.S. 1985, c. 17 (2nd Supp.);
 - b) a written award issued pursuant to the **Canadian Human Rights Act**, R.S. 1985, c. H-6;
 - c) a written award issued pursuant to provincial or territorial human rights legislation; or
 - d) a judgement issued by a court of competent jurisdiction.
- 9) If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1, "Taking the Work out of the Contractor's Hands".
- 10) Subject to paragraph 7) of GC3.6, "Subcontracting", the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

GC2.8 (2016-05-01) ACCOUNTS AND AUDITS

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

GC3 EXECUTION AND CONTROL OF THE WORK

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

GC3.1 (2016-05-01) PROGRESS SCHEDULE

The Contractor shall

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

GC3.2 (2016-05-01) ERRORS AND OMISSIONS

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

GC3.3 CONSTRUCTION SAFETY

- 1) Subject to GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS, the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work,

make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.

- 2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

GC3.4 EXECUTION OF THE WORK

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

GC3.5 MATERIAL

- 1) Unless otherwise specified in the Contract, all Material incorporated in the Work shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to Canada to substitute a similar item for the one specified.

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

GC3.6 SUBCONTRACTING

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

GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS

- 1) Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.
- 2) When other contractors or workers are sent on to the site of the Work, Canada shall
 - (a) enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
 - (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
 - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the Work, the Contractor shall
 - (a) co-operate with them in the carrying out of their duties and obligations;
 - (b) co-ordinate and schedule the Work with the work of the other contractors and workers;
 - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
 - (d) where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
 - (e) when designated as being responsible for construction safety at the place of work in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
 - (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
 - (b) gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

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

GC3.8 LABOUR

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

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

GC3.9 TRUCK HAULAGE RATES

CANCELLED

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

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

GC3.11 DEFECTIVE WORK

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

GC3.12 CLEANUP OF SITE

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

GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

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

GC4 PROTECTIVE MEASURES

GC4.1 PROTECTION OF WORK AND PROPERTY

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

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

GC4.4 CONTAMINATED SITE CONDITIONS

GC4.1 PROTECTION OF WORK AND PROPERTY

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

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

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

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

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

GC4.4 CONTAMINATED SITE CONDITIONS

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

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

GC5 TERMS OF PAYMENT

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

GC5.1 INTERPRETATION

In these Terms of Payment

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

GC5.2 AMOUNT PAYABLE

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

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

GC5.3 (2016-05-01) INCREASED OR DECREASED COSTS

1. The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment.
2. Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs
 - a) after the date of submission by the Contractor of its bid; or
 - b) after the date of submission of the last revision, if the Contractor's bid was revised;
 - c) the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
3. If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in GC2.8, "Accounts and Audits", to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
4. For the purpose of paragraph 2) of GC5.3, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
5. Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

GC5.4 (2016-05-01) PROGRESS PAYMENT

- 1) On the expiration of a payment period, the Contractor shall deliver to Canada
 - a) a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and

- b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.
- 2) Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
 - a) is in accordance with the Contract; and
 - b) was not included in any other progress report relating to the Contract.
 - 3) Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to
 - a) 95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
 - b) 90 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
 - 4) Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than
 - a) 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or
 - b) 15 days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1, "Progress Schedule",whichever is later.
 - 5) In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

GC5.5 (2016-05-01) SUBSTANTIAL PERFORMANCE OF THE WORK

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

2. The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11, "Defective Work".
3. Subject to GC5.2, "Amount Payable", and paragraph 4) of GC5.5, Canada shall pay the Contractor the amount referred to in paragraph 1) of GC5.2, "Amount Payable", less the aggregate of
 - a) the sum of all payments that were made pursuant to GC5.4, "Progress Payment";
 - b) an amount that is equal to Canada's estimate of the cost to Canada of rectifying defects described in the Certificate of Substantial Performance; and
 - c) an amount that is equal to Canada's estimate of the cost to Canada of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
4. Canada shall pay the amount referred to in paragraph 3) of GC5.5 not later than
 - a) 30 days after the date of issue of a Certificate of Substantial Performance, or
 - b) 15 days after the Contractor has delivered to Canada
 - I. a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8, "Laws, Permits and Taxes";
 - II. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; and
 - III. an update of the progress schedule in accordance with the requirements of GC3.1, "Progress Schedule"; whichever is later.

GC5.6 FINAL COMPLETION

- 1) When Canada is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5 COMPLETION, Canada shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, Canada shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
- 2) Subject to GC5.2 AMOUNT PAYABLE and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2 AMOUNT PAYABLE, less the aggregate of the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT and GC5.5 SUBSTANTIAL PERFORMANCE OF WORK.
- 3) Canada shall pay the amount referred to in paragraph 2) of GC5.6 not later than
 - a) 60 days after the date of issue of a Certificate of Completion; or
 - b) 15 days after the Contractor has delivered to Canada

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

whichever is later.

GC5.7 (2016-05-01) PAYMENT NOT BINDING ON CANADA

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

GC5.8 CLAIMS AND OBLIGATIONS

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

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

GC5.9 RIGHT OF SETOFF

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

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

GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION

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

GC5.11 DELAY IN MAKING PAYMENT

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by Canada in making any payment when it is due pursuant to GC5 TERMS OF PAYMENT, shall not be a breach of the Contract by Canada.
- 2) Subject to paragraph 3) of GC5.11, Canada shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
- 3) Interest shall be paid without demand by the Contractor except that

- (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands after such amounts have become due and payable; and
- (b) interest shall not be payable or paid on overdue advance payments, if any.

GC5.12 INTEREST ON SETTLED CLAIMS

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

GC5.13 RETURN OF SECURITY DEPOSIT

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

GC6 DELAYS AND CHANGES IN THE WORK

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

GC6.1 CHANGES IN THE WORK

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

GC6.2 CHANGES IN SUBSURFACE CONDITIONS

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

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

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

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

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

GC6.4 DETERMINATION OF PRICE

GC6.4.1 Price Determination Prior to Undertaking Changes

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

GC6.4.2 Price Determination Following Completion of Changes

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

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

GC6.4.3 Price Determination - Variations in Tendeded Quantities

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

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

GC6.5 DELAYS AND EXTENSION OF TIME

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

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

GC7 DEFAULT, SUSPENSION OR TERMINATION OF CONTRACT

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

GC7.2 SUSPENSION OF WORK

GC7.3 TERMINATION OF CONTRACT

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

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

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

GC7.2 SUSPENSION OF WORK

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

GC7.3 TERMINATION OF CONTRACT

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

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

GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

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

GC8 DISPUTE RESOLUTION

- GC8.1 INTERPRETATION
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- GC8.3 NOTICE OF DISPUTE
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 - GC8.10.10 Termination of Mediation
 - GC8.10.11 Costs
 - GC8.10.12 Subsequent Proceedings

GC8.1 INTERPRETATION

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

GC8.2 CONSULTATION AND CO-OPERATION

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

GC8.3 NOTICE OF DISPUTE

- 1) Any difference between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against Canada, and which is not settled by consultation and co-operation as envisaged in GC8.2

CONSULTATION AND CO-OPERATION, shall be resolved in the first instance by Canada, whose written decision or direction shall be final and binding subject only to the provisions of GC8. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the General Conditions.

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

GC8.4 NEGOTIATION

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

released Canada from any claim in respect of the particular matter dealt with in that decision or direction.

GC8.5 MEDIATION

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

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

GC8.6 BINDING ARBITRATION

- 1) If mediation of the dispute is terminated pursuant to the provisions of GC8.5, "Mediation", and
 - a) the termination of mediation occurs prior to the applicable date set out in paragraph 4) of GC8.6; and
 - b) the disputed issues involve issues of fact or issues of arbitral questions of law or issues of mixed fact and arbitral questions of law;either party, by giving notice in writing to the other party in accordance with GC2.3, "Notices", may require that the dispute be resolved by binding arbitration pursuant to GC8.6.
- 2) A notice referred to in paragraph 1) of GC8.6 shall be given within 10 working days of the date of termination of mediation under GC8.5 Mediation and shall be in accordance with GC2.3, "Notices".
- 3) If no notice is given within the period set out in paragraph 2) of GC8.6, or if the conditions set out in subparagraphs 1)(a) and 1)(b) of GC8.6 are not met, the arbitration provisions set out in GC8.6 do not apply to the dispute.
- 4) Unless otherwise agreed, the arbitration of the dispute shall be held in abeyance until the earlier of
 - a) the date of issuance of a Certificate of Substantial Performance under GC5.5, "Substantial Performance of the Work";

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

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

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

GC8.7 DISPUTES NOT SUBJECT TO ARBITRATION

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

GC8.8 (2016-05-01) CONFIDENTIALITY

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

GC8.9 (2016-05-01) SETTLEMENT

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

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

GC8.10.1 Interpretation

In these Rules

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

GC8.10.2 Application

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

GC8.10.3 Communication

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

GC8.10.4 Appointment of Project Mediator

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

each party to individually and confidentially select and rank their preferred and fully acceptable choices of mediator in descending order. Each mediator listed shall be impartial and independent of the parties, and shall be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.

- 6) Within 10 working days of receipt of the list referred to in paragraph 5) of GC8.8.4 each party shall comply with the instructions accompanying the list(s) and shall deliver the completed listing to the Coordinator.
- 7) Within 2 working days following receipt of the completed listings, the Coordinator shall select the highest common ranked mediator to act as Project Mediator for the purposes of the contract.
- 8) In the event of a tie, the Coordinator shall consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a Project Mediator acceptable to both parties. If the parties cannot agree upon a Project Mediator, the Coordinator shall forthwith provide the parties with a second list of mediators and the procedure shall be repeated.
- 9) If the parties have not previously entered into a contract with a mutually acceptable Project Mediator, the Coordinator shall use reasonable efforts to negotiate a contract with a mutually acceptable Project Mediator on behalf of the parties, which contract shall incorporate or otherwise comply with the provisions of these Rules. If negotiations are unsuccessful, or if for other reason the individual is unwilling or unable to enter into a contract to act as Project Mediator, the Coordinator shall repeat the process with the second-highest common ranked mediator.
- 10) The parties agree that, upon successful completion of the negotiations referred to in paragraph 9) of GC8.8.4, they shall jointly enter into a contract with the selected Project Mediator, which contract shall be in a form drafted by the Coordinator and agreed to by the parties.
- 11) Upon execution of the contract with the Project Mediator referred to in paragraph 10) of GC8.8.4 the Coordinator shall provide the Project Mediator with copies of the documents referred to in paragraph 3) of GC8.8.4.

GC8.10.5 Confidentiality

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

- 5) All information exchanged during mediation procedures, by whatever means, shall be without prejudice and shall be treated as confidential by the parties and their representatives, unless otherwise required by law.

GC8.10.6 Time and Place of Mediation

- 1) The Project Mediator, in consultation with the parties shall set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to the contrary between the parties, only 10 working days are available within which to attempt to settle the dispute.

GC8.10.7 Representation

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

GC8.10.8 Procedure

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

GC8.10.9 Settlement Agreement

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

GC8.10.10 Termination of Mediation

- 1) Either party may withdraw from mediation at any time without reason and, in that event, the Project Mediator shall give each party a written notice terminating the mediation and establishing the effective date of termination.
- 2) If, in the opinion of the Project Mediator, either party fails to mediate in good faith or fails to comply with the terms of these Rules, or if the Project Mediator, at any time during mediation, is of the opinion that further negotiations will fail to resolve the issues outstanding, the Project Mediator may terminate the negotiations by providing the parties with a written notice of termination, stating therein the Project Mediator's reasons for the termination, and the effective date of termination.
- 3) If a dispute has not been resolved within 10 working days or such other longer period as may have been agreed to by the parties, the Project Mediator shall terminate the mediation by giving written notice to the parties stating the effective date of termination.

GC8.10.11 Costs

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

GC8.10.12 Subsequent Proceedings

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

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

GC9 CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY

GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY

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

GC9.2 (2016-05-01) TYPES AND AMOUNTS OF CONTRACT SECURITY

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

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

III. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or

IV. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;

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

GC10 INSURANCE

GC10.1 INSURANCE CONTRACTS

GC10.2 INSURANCE PROCEEDS

GC10.1 INSURANCE CONTRACTS

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

GC10.2 INSURANCE PROCEEDS

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

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



Appendix "E"

TECHNICAL SPECIFICATIONS & PLANS

**AAFC ACCRC
Replacement of AHU
Building #25, St. John's, NL**

ISSUED FOR TENDER REVIEW

DATE

October 23, 2015

**AAFC ACCRC
Replacement of AHU
Building #25, St. John's, NL
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Appendix 1

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 AAFC ACCCRC replacement of AHU, Building #25, 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 mechanical and electrical services for the replacement of AHU, AAFC ACCCRC Building #25, St. John's, NL.
- .2 Work includes but not limited to:
 - .1 Removal and disposal of the existing AHU. Determine with owner first if any part of the AHU is to be turned over before disposal;
 - .2 Perform any required modifications to the existing roof curb to suit the new unit;
 - .3 Inspection of the roof connection to the curb after removal of the AHU and allow for any repairs of the roofing system around the curb;
 - .4 Install a new 100% fresh air AHU complete with testing and balancing and commissioning process;
 - .5 All cutting, patching and painting to match existing conditions;
 - .6 Replacement of the VFD drive with a new drive, drive is located in the electrical room in the basement;
 - .7 Replacement of the unit breaker, the wiring from the panel to the VFD, and from the VFD to the new AHU;
 - .8 All other work indicated in this specification and on drawings.
 - .9 All controls on units to be BACNET compliant.
 - .10 Unit dimensions, construction and performance to match exactly as outlined in Appendix 1.
 - .11 All bidders are to attend a mandatory site visit and to fully acquaint themselves with the unit and all conditions at site. All bidders will be notified of the date of site visit.

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.
- .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)**

END OF SECTION

PART 1 **GENERAL**

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)**

END OF SECTION

PART 1 GENERAL

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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Section 01 31 00 - Project Management and Coordination

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- .8 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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Section 01 31 00 - Project Management and Coordination

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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)

END OF SECTION

PART 1 GENERAL

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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Section 01 32 00 - Construction Progress Documentation

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

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)

END OF SECTION

PART 1 GENERAL

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.

- .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)**

END OF SECTION

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Section 01 35 29.06 – Health and Safety Requirements

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PART 1 **GENERAL**

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:

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Section 01 35 29.06 – Health and Safety Requirements

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- .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.

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- .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 for 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 controls, personal protective equipment required or

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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.

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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 in 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

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- .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.

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.

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- .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.

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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.

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 non-compliance 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.

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- .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.

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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.
- .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/documentated be encountered during the execution of work and notify

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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.

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)

END OF SECTION

PART 1 **GENERAL**

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 non-compliance 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)**

END OF SECTION

PART 1 **GENERAL**

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 Handling 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: <http://www.tw.gov.nl.ca/works/masterspec/masterspec.html> for section.

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

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- .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 performed 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.

END OF SECTION

PART 1 **GENERAL**

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)

END OF SECTION

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 is 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 available 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)

END OF SECTION

PART 1 **GENERAL**

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.

- .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.

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

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

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Section 01 56 00 Temporary Barriers and Enclosures

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PART 1 **GENERAL**

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.

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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)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

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Section 01 61 00 – Common Product Requirements

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PART 1 **GENERAL**

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,

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- .4 manufacturer's installation or application instructions,
- .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.

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- .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 re-installation 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.

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- .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 non-corrosive 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.

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- .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.
- .3 Submit schedule to and obtain approval from Departmental Representative for any shut-down 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.

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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 than 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)**

END OF SECTION

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)

END OF SECTION

PART 1 **GENERAL**

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.
- .6 Obtain Departmental Representative's approval before cutting, boring or sleeving load-bearing 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.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

PART 1

GENERAL

1.1

GENERAL

- .1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution 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.

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- .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)

END OF SECTION

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Section 01 74 21 – Construction/Demolition Waste Management and Disposal Page 1 of 4

PART 1 **GENERAL**

1.1 **SECTION INCLUDES**

- .1 Text, schedules and procedures for systematic Waste Management Program for construction, deconstruction, demolition, 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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Section 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.

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

END OF SECTION

PART 1 **GENERAL**

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)

END OF SECTION

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.

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- .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.
- .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:
 - .1 **Binder:** Must be in a “D” Ring binder no larger than 2” and no more than 2/3 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.
 - .2 **Title Page :** O&M manual for building name, address, date
 - .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
 - .4 **Table of Contents:** Table of contents of first binder to include all sections in all 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 equipment only must be identified also.
 - .6 **B - Contact information** for all sub-contractors & suppliers.
 - .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.

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- .10 **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 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.

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- .2 Store record documents in field office apart from documents used for construction. Provide files, racks, and secure storage.
- .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 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.
- .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)**

END OF SECTION

PART 1 **GENERAL**

1.1 **COMMISSIONING INTENT**

- .1 Undertake commissioning to bring the new AHU unit and all associated controls to a fully operational state and free of deficiencies in the most effective and timely manner available.
- .2 Commissioning incorporates inspection and quality assurance activities as construction progresses, including start up and demonstration, performance verification, fine tuning, and operator training.
- .3 Bear all costs associated with the required personnel and test equipment as outlined in specification sections and all costs with organizing and managing the activities of the applicable subtrades as identified in this section.
- .4 Fully document all tests and inspections performed before and after the installation, at start up, and during performance verification and fine tuning. Incorporate into final commissioning documentation. Provide all checklists to the PM and O&M Commissioning for review.
- .5 Provide direct training to designated staff responsible for the operation and maintenance of the building equipment and systems.

1.2 **RELATED SECTIONS**

- .1 Section 01 45 00 - Quality Control.
- .2 Section 01 74 11 - Cleaning.
- .3 Section 01 77 00 - Closeout Procedures.
- .4 Section 01 78 00 - Closeout Submittals.
- .5 Section 01 91 33 - Commissioning (Cx) Forms.
- .6 Section 01 91 41 - Commissioning (Cx) Training.

1.3 **COMMISSIONING OVERVIEW**

- .1 Cx activities supplement field quality and testing procedures described in relevant technical sections.
- .2 Cx is conducted in concert with activities performed during stage of project delivery. Cx identifies issues in Planning and Design stages which are addressed during Construction and Cx stages to ensure the built facility is constructed and proven to operate satisfactorily under weather, environmental and occupancy conditions to meet functional and operational requirements. Cx activities include transfer of critical knowledge to facility operational personnel.

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- .3 Complete inspection and verification activities as required by the specifications as construction progresses. This includes those activities that are necessary to ensure that the project is substantially complete to permit the execution of the commissioning process for the project. Photos and verification activity reports to be provided as applicable.

- .4 Take responsibility to:
 - .1 Review the documentation manuals with the commissioning team.
 - .2 Complete all items as identified in these manuals. This includes work by subcontractors, test agencies, equipment representatives and manufacturer agents.
 - .3 Review Contract Documents and inspect the Work to ensure completeness of the Work and compliance with the Contract Documents.
 - .4 Correct contract deficiencies and execute change orders as directed by the Engineer/Architect.
 - .5 Test, adjust and balance equipment and systems identified in Divisions 2-16.
 - .6 Submit the completed manuals and project record documents as specified.
 - .7 Update the documentation manuals prior to each project meeting.

- .5 The Substantial Completion Certificate will not be issued until the commissioning process is completed and the final reports and commissioning documentation are received.

1.4 COMMISSIONING TEAM

- .1 The commissioning team shall consist of:
 - .1 Commissioning Coordinator (Consultant Team Leader)
 - .2 Department Representative(s)
 - .3 User Representatives/Owner.
 - .4 General Contractor
 - .5 Contractor's Commissioning Agent
 - .6 Mechanical Contractor
 - .7 Manufacturer's Technicians.
 - .8 Testing Agencies.

1.5 NON-CONFORMANCE TO PERFORMANCE VERIFICATION REQUIREMENTS

- .1 Should equipment, system components, and associated controls be incorrectly installed or malfunction during Cx, correct deficiencies, re-verify equipment and components within the unfunctional system, including related systems as deemed required by Engineer/Architect, to ensure effective performance.

- .2 Costs for corrective work, additional tests, inspections, to determine acceptability and proper performance of such items to be borne by Contractor.

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1.6 PRE-CX REVIEW

- .1 Before Construction:
 - .1 Review contract documents, confirm in writing to Departmental Representative.
 - .1 Adequacy of provisions for Cx.
 - .2 Aspects of design and installation pertinent to success of Cx.
 - .3 Performance Verification forms to be supplied.
- .2 During Construction:
 - .1 Co-ordinate provision, location and installation of provisions for Cx.
- .3 Inform Departmental Representative in writing of discrepancies and deficiencies on finished works.

1.7 CONFLICTS

- .1 Report conflicts between requirements of this section and other sections to Commissioning Coordinator before start-up and obtain clarification.
- .2 Failure to report conflict and obtain clarification will result in application of most stringent requirement.

1.8 SUBMITTALS

- .1 Submit no later than 4 weeks after award of Contract:
 - .1 Name of Contractor's Cx agent.
 - .2 Preliminary Cx schedule.
- .2 Ensure certified trades persons, certified testing agencies and/or factory authorized personnel participate in commissioning tasks.
- .3 Submit the names of all personnel for approval by the Commissioning Coordinator. Designate who has managerial responsibilities for coordination of entire testing, adjusting and balancing.
- .4 Submit documentation to confirm personnel compliance with quality assurance provision.
- .5 Fifteen days prior to application for Substantial Completion, submit 3 copies of final commissioning manuals on applicable forms.
- .6 Submit reports of testing, adjusting and balancing postponed due to seasonal, climatic, occupancy, or other reasons beyond the Contractor's control, promptly after execution of those services.
- .7 Ensure each form bears signature of recorder and that of the Supervisor of the reporting organization.

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1.9 COMMISSIONING DOCUMENTATION

- .1 Refer to Section 01 91 33 - Commissioning (Cx) Forms for requirements and instructions for use.
- .2 Complete commissioning documentation manuals. Manuals will be provided to the Contractor by the Departmental Representative during the construction stage.
- .3 Commissioning Coordinator to review and approve Cx documentation.
- .4 Provide completed and approved Cx documentation to Commissioning Coordinator.
- .5 Final Commissioning documents to be submitted in electronic form.

1.10 COMMISSIONING SCHEDULE

- .1 Provide adequate time for Cx activities prescribed in technical sections and commissioning sections including:
 - .1 Approval of Cx reports.
 - .2 Verification of reported results.
 - .3 Repairs, retesting, re-commissioning, re-verification.
 - .4 Training.

1.11 COMMISSIONING MEETINGS

- .1 Convene Cx meetings following project meetings and as specified herein.
- .2 Purpose: to resolve issues, monitor progress, identify deficiencies, relating to Cx.
- .3 Continue Cx meetings on regular basis until commissioning deliverables have been addressed.
- .4 Thereafter Cx meetings to be held until project completion and as required during equipment start-up and functional testing period.
- .5 Meeting will be chaired by Commissioning Coordinator. Contractor will record minutes and submit to Departmental Representative for review and approval. Approved minutes will be returned for approval.
- .6 Ensure subcontractors and relevant manufacturer representatives are present at Cx meetings and as required.

1.12 STARTING AND TESTING

- .1 Contractor assumes liabilities and costs for inspections, including disassembly and re-assembly after approval, starting, testing and adjusting, and supply of testing equipment.
- .2 Oil analysis to be supplied prior to and one month after install.

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1.13 WITNESSING OF STARTING AND TESTING

- .1 Provide 5 days notice prior to commencement.
- .2 Departmental Representative and Commissioning Coordinator to witness start-up and testing.
- .3 Contractor's Cx Agent to be present at tests performed and documented by sub-trades, suppliers and equipment manufacturers.

1.14 MANUFACTURER'S INVOLVEMENT

- .1 Obtain manufacturers installation, start-up and operations instructions prior to start-up of components, equipment and systems and review with Departmental Representative and Engineer/Architect
 - .1 Compare completed installation with manufacturer's published data, record discrepancies, and review with manufacturer.
 - .2 Modify procedures detrimental to equipment performance and review same with manufacturer before start-up.
- .2 Integrity of warranties:
 - .1 Use manufacturer's trained start-up personnel where specified elsewhere in other divisions or required to maintain integrity of warranty.
 - .2 Verify with manufacturer that testing as specified will not void warranties.
- .3 Qualifications of manufacturer's personnel:
 - .1 Experienced in design, installation and operation of equipment and systems.
 - .2 Ability to interpret test results accurately.
 - .3 To report results in clear, concise, logical manner.
- .4 The HVAC and burner manufacturer's representative shall be on site for start-up.

1.15 PROCEDURES

- .1 Verify that equipment and systems are complete, clean, and operating in normal and safe manner prior to conducting start-up, testing and Cx.
- .2 Conduct start-up and testing in following distinct phases:
 - .1 Included in delivery and installation:
 - .1 Verification of conformity to specification, approved shop drawings and completion of product information report forms.
 - .2 Visual inspection of quality of installation.
 - .2 Start-up: follow accepted start-up procedures.
 - .3 Operational testing: document equipment performance.
 - .4 System Performance Verification: include repetition of tests after correcting deficiencies.
 - .5 Post-substantial performance verification: to include fine-tuning.

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- .3 Correct deficiencies and obtain approval from Commissioning Coordinator after distinct phases have been completed and before commencing next phase.
- .4 Document required tests on approved performance verification forms.
- .5 Failure to follow accepted start-up procedures will result in re-evaluation of equipment by an independent testing agency selected by Commissioning Coordinator. If results reveal that equipment start-up was not in accordance with requirements, and resulted in damage to equipment, implement following:
 - .1 Minor equipment/systems: implement corrective measures approved by Commissioning Coordinator.
 - .2 Major equipment/systems: if evaluation report concludes that damage is minor, implement corrective measures approved by Commissioning Coordinator.
 - .3 If evaluation report concludes that major damage has occurred, Commissioning Coordinator shall reject equipment.
 - .1 Rejected equipment to be removed from site and replaced with new.
 - .4 Subject new equipment/systems to specified start-up procedures.

1.16 START-UP DOCUMENTATION

- .1 Assemble start-up documentation and submit to Commissioning Coordinator for approval before commencement of commissioning.
- .2 Start-up documentation to include:
 - .1 Factory and on-site test certificates for specified equipment.
 - .2 Pre-start-up inspection reports.
 - .3 Signed installation/start-up check lists.
 - .4 Start-up reports,
 - .5 Step-by-step description of complete start-up procedures, to permit Commissioning Coordinator to repeat start-up at any time.

1.17 OPERATION AND MAINTENANCE OF EQUIPMENT AND SYSTEMS

- .1 After start-up, operate and maintain equipment and systems as directed by equipment/system manufacturer.
- .2 With assistance of manufacturer develop written maintenance program and submit to Commissioning Coordinator for approval before implementation.
- .3 Operate and maintain systems for minimum 3 days for commissioning to be completed.
- .4 After completion of commissioning, operate and maintain systems until issuance of Substantial Completion

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1.18 TEST RESULTS

- .1 If start-up, testing and/or performance verification produce unacceptable results, repair, replace or repeat specified starting and/or performance verification procedures until acceptable results are achieved.
- .2 Provide personnel, resources and materials, assume all costs for re-commissioning.

1.19 START OF COMMISSIONING

- .1 Notify Commissioning Coordinator at least 21 days prior to start of Cx.
- .2 Start Cx after elements of building affecting start-up and performance verification of systems have been completed.

1.20 INSTRUMENTS / EQUIPMENT

- .1 Submit to Commissioning Coordinator for review and approval:
 - .1 Complete list of instruments proposed to be used.
 - .2 Listed data including, serial number, current calibration certificate, calibration date, calibration expiry date and calibration accuracy.
- .2 Provide all required equipment to complete commissioning.

1.21 COMMISSIONING PERFORMANCE VERIFICATION

- .1 Conduct commissioning once identified pre-requisite activities are completed for a system and approved by the Commissioning Coordinator.
- .2 Commissioning Coordinator to issue a commissioning plan based on the complexity of building systems. Contractor to develop and implement a detailed schedule of commissioning related activities.
- .3 Test all building systems including mechanical and electrical components and operating procedures by challenging these systems to realistic operating conditions and train operational staff.
- .4 Carry out Cx:
 - .1 Under actual operating conditions, over entire operating range, in all modes.
 - .2 On independent systems and interacting systems.
- .5 Cx procedures to be repeatable and reported results are to be verifiable.
- .6 Follow equipment manufacturer's operating instructions.
- .7 EMCS trending to be available as supporting documentation for performance verification.
- .8 At completion of commissioning, scan completed manuals to electronic format on CD(s) in PDF format as required and submit to Commissioning Coordinator.

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1.22 WITNESSING COMMISSIONING

- .1 Commissioning Coordinator along with designated representatives to witness activities and verify results.
- .2 Provide minimum 5 working days notice to Commissioning Coordinator and Departmental Representative prior to test so that witness can be arranged or confirm that “Authority Having Jurisdiction” has witnessed the test.

1.23 AUTHORITIES HAVING JURISDICTION

- .1 Where specified start-up, testing or commissioning procedures duplicate verification requirements of authority having jurisdiction, arrange for authority to witness procedures so as to avoid duplication of tests and to facilitate expedient acceptance of facility.
- .2 Obtain certificates of approval, acceptance and compliance with rules and regulation of authority having jurisdiction.
- .3 Provide copies to Commissioning Coordinator and Engineer/Architect within 5 days of test and with Cx report.

1.24 REPEAT VERIFICATIONS

- .1 Assume costs incurred by Owner’s Commissioning representative for third and subsequent verifications where:
 - .1 Verification of reported results fail to receive Commissioning Coordinator 's approval.
 - .2 Repetition of second verification again fails to receive approval.
 - .3 Commissioning Coordinator deems Contractor's request for second verification was premature.

1.25 DEFICIENCIES, FAULTS, DEFECTS

- .1 Correct deficiencies found during start-up and Cx to satisfaction of Commissioning Coordinator.
- .2 Report problems, faults or defects affecting Cx to Commissioning Coordinator in writing. Stop Cx until problems are rectified. Proceed with written approval from Commissioning Coordinator.

1.26 COMPLETION OF COMMISSIONING

- .1 Upon completion of Cx leave systems in normal operating mode.
- .2 Except for warranty and seasonal verification activities specified in Cx specifications, complete Cx prior to application for Substantial Completion.
- .3 Cx to be considered complete when contract Cx deliverables have been submitted and accepted by Commissioning Coordinator.

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1.27 ACTIVITIES UPON COMPLETION OF COMMISSIONING

- .1 When changes are made to baseline components or system settings established during Cx process, provide updated Cx form for affected item.

1.28 TRAINING

- .1 In accordance with Section 01 91 41 - Commissioning (Cx) – Training.

1.29 MAINTENANCE MATERIALS, SPARE PARTS, SPECIAL TOOLS

- .1 Supply, deliver, and document maintenance materials, spare parts, and special tools as specified in contract.

1.30 OCCUPANCY

- .1 Cooperate fully with Commissioning Coordinator during stages of acceptance and occupancy of facility.

1.31 PERFORMANCE VERIFICATION TOLERANCES

- .1 Application tolerances:
 - .1 Specified range of acceptable deviations of measured values from specified values or specified design criteria. Except for special areas, to be within +/- 5 % of specified values.
- .2 Instrument accuracy tolerances:
 - .1 To be of higher order of magnitude than equipment or system being tested.
- .3 Measurement tolerances during verification:
 - .1 Unless otherwise specified actual values to be within +/- 2 % of recorded values.

1.32 OWNER'S PERFORMANCE TESTING

- .1 Performance testing of equipment or system by Commissioning Coordinator will not relieve Contractor from compliance with specified start-up and testing procedures.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 SCHEDULE

- .1 Provide a detailed schedule for on-site verification activity by the commissioning team based on the commissioning plan provided by the Departmental Representative. Be responsible for resource allocation respecting the exact number and duration for personnel required to perform the tasks required.

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3.2 COMMISSIONING TASKS

- .1 The following section summarizes the tasks to be conducted for the commissioning process with further specifics being provided within applicable specification sections and installations checks, verification activities and performance checks given within the manuals provided by the Departmental Representative.

END OF SECTION

PART 1 **GENERAL**

1.1 **SECTION INCLUDES**

- .1 Commissioning forms to be completed for equipment, systems and integrated systems.

1.2 **RELATED SECTIONS**

- .1 Section 01 78 00 – Closeout Submittals.
- .2 Section 01 91 13 – Commissioning (Cx) Requirements.
- .3 Section 01 91 41 – Commissioning (Cx) Training.

1.3 **INSTALLATION VERIFICATION CHECK LISTS**

- .1 Prior to initiation of Performance Verification the CxA will develop and provide to the contractor the required project specific Cx Manual which will include the Installation Verification check lists.
- .2 Completed Installation Verification Checklists to be submitted to CxA for review and approval.
- .3 Include the following data:
 - .1 Product manufacturer's installation instructions and recommended checks.
 - .2 Special procedures as specified in relevant technical sections.
 - .3 Items considered good installation and engineering industry practices deemed appropriate for proper and efficient operation.
- .4 Equipment manufacturer's installation/start-up check lists are acceptable for use in conjunction with installation verification check lists forming part of the Cx manual. Manufacturer's check sheets used must be attached to final document submittals.
- .5 Installer to sign check lists upon completion, certifying stated checks and inspections have been performed. Completed check lists to be submitted by the contractor at completion of the Commissioning Process.
- .6 Use of check lists will be considered part of commissioning process.

1.4 **PERFORMANCE VERIFICATION CHECK LISTS**

- .1 The CxA will develop and provide to the Contractor the required project specific Cx Manual including the Performance Verification check lists.
- .2 Completed Performance Verification Checklists to be submitted to CxA for review and approval.
- .3 Strategy for Use:

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- .1 Contractor will provide required shop drawings information and verify correct installation and operation of items indicated on these forms.
 - .2 Confirm operation as per design criteria and intent.
 - .3 Identify variances between design and operation and reasons for variances.
 - .4 Verify operation in specified normal and emergency modes and under specified load conditions.
 - .5 Record analytical and substantiating data.
 - .6 Verify reported results.
 - .7 Form to bear signatures of recording technician and reviewed and signed off by General Contractor, Installing Contractor, Consultant, DTW Representative, and the Commissioning Agent.
 - .8 Reported results in true measured SI (metric) unit values.
 - .9 Maintain copy on site during start-up, testing and commissioning period.
 - .10 Forms to be both hard copy and electronic format.
-
- .4 Upon completion of Performance Verification the contractor shall submit all completed checklists to the CxA.

 - .5 Final submittal shall include all Installation Verification, Performance Verification check lists, training records, maintenance materials transmittals, written warranties and a list of all Cx activities postponed due to seasonal, climatic, occupancy, or other reasons beyond the contractor's control.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

PART 1 **GENERAL**

1.1 **SECTION INCLUDES:**

- .1 This Section specifies roles and responsibilities of Commissioning Training.

1.2 **RELATED SECTIONS:**

- .1 Section 01 78 00 – Closeout Submittals.
- .2 Section 01 91 13 – Commissioning (Cx) Requirements.
- .3 Section 01 91 33 – Commissioning (Cx) Forms.

1.3 **TRAINEES**

- .1 Trainees: personnel selected for operating and maintaining this facility. Includes Facility Manager, building operators, maintenance staff, security staff, and technical specialists as required.
- .2 Trainees will be available for training during any stages of construction for purposes of familiarization with systems.

1.4 **INSTRUCTORS**

- .1 Contractor and certified factory-trained manufacturers' personnel: to provide instruction on the following:
 - .1 Start-Up, operation, shut-down of equipment, components and systems.
 - .2 Control features, reasons for, results of, implications on associated systems of, adjustment of set points of control and safety devices.
 - .3 Instructions on servicing, maintenance and adjustment of systems, equipment and components.
- .2 Contractor and equipment manufacturer to provide instruction on:
 - .1 Start-up, operation, maintenance and shut-down of equipment they have certified installation, started up and carried out performance verification tests.

1.5 **TRAINING OBJECTIVES**

- .1 Training to be detailed and duration to ensure:
 - .1 Safe, reliable, cost-effective, energy-efficient operation of systems in normal and emergency modes under all conditions.
 - .2 Effective on-going inspection, measurements of system performance.
 - .3 Proper preventive maintenance, diagnosis and trouble-shooting.
 - .4 Ability to update documentation.
 - .5 Ability to operate equipment and systems under emergency conditions until appropriate qualified assistance arrives.

1.6 TRAINING MATERIALS

- .1 Instructors to be responsible for content and quality.
- .2 Training materials to include:
 - .1 "As-Built" Contract Documents.
 - .2 Operating Manual.
 - .3 Maintenance Manual.
 - .4 Testing, adjusting and balancing and performance verification Reports.
- .3 Project Manager, Commissioning Coordinator and Facility Manager will review training manuals.
- .4 Training materials to be in a format that permits future training procedures to same degree of detail.

1.7 SCHEDULING

- .1 Include in Commissioning Schedule time for training.
- .2 Deliver training during regular working hours, training sessions to be determined in Commissioning meetings.
- .3 Training to be completed prior to acceptance of facility.

1.8 RESPONSIBILITIES

- .1 Be responsible for:
 - .1 Implementation of training activities,
 - .2 Coordination among instructors,
 - .3 Quality of training, training materials,
- .2 Commissioning Coordinator will evaluate training and materials.
- .3 Upon completion of training, provide written report, signed by Instructors, witnessed by Commissioning Coordinator.

1.9 TRAINING CONTENT

- .1 Training to include demonstrations by Instructors using the installed equipment and systems.
- .2 Content includes:
 - .1 Review of facility and occupancy profile.
 - .2 Functional requirements.
 - .3 System philosophy, limitations of systems and emergency procedures.
 - .4 Review of system layout, equipment, components and controls.
 - .5 Equipment and system start-up, operation, monitoring, servicing, maintenance and shut-down procedures.

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- .6 System operating sequences, including step-by-step directions for starting up, shut-down, operation of valves, dampers, switches, adjustment of control settings and emergency procedures.
 - .7 Maintenance and servicing.
 - .8 Trouble-shooting diagnosis.
 - .9 Inter-Action among systems during integrated operation.
 - .10 Review of O&M documentation.
- .3 Provide specialized training as specified in relevant Technical Sections of the construction specifications.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

PART 1 GENERAL

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.

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- .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.

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- .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 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.

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- .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.

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- .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.
- .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 EXECUTION

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

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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 polyethylene linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.

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- .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

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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 re-seal 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.

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- .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

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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.
- .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, re-clean 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

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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 01 78 00 - Closeout Submittals.

1.2 SUBMITTALS

- .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Shop drawings; submit drawings stamped and signed for approval by Owner's Representative.
- .3 Shop drawings to show:
 - .1 Mounting arrangements.
 - .2 Operating and maintenance clearances.
- .4 Shop drawings and product data accompanied by:
 - .1 Detailed drawings of bases, supports, and anchor bolts.
 - .2 Acoustical sound power data, where applicable.
 - .3 Points of operation on performance curves.
 - .4 Manufacturer to certify current model production.
 - .5 Certification of compliance to applicable codes.
- .5 In addition to transmittal letter referred to in Section 01 33 00 - Submittal Procedures: use MCAC "Shop Drawing Submittal Title Sheet". Identify section and paragraph number.
- .6 Closeout Submittals:
 - .1 Provide operation and maintenance data for incorporation into manual specified in Section 01 78 00 - Closeout Submittals.
 - .2 Operation and maintenance manual approved by, and final copies deposited with, Owner's Representative before final inspection.
 - .3 Operation data to include:
 - .1 Control schematics for systems including environmental controls.
 - .2 Description of systems and their controls.
 - .3 Description of operation of systems at various loads together with reset schedules and seasonal variances.
 - .4 Operation instruction for systems and component.
 - .5 Description of actions to be taken in event of equipment failure.

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- .6 Valves schedule and flow diagram.
- .7 Colour coding chart.
- .4 Maintenance data to include:
 - .1 Servicing, maintenance, operation and trouble-shooting instructions for each item of equipment.
 - .2 Data to include schedules of tasks, frequency, tools required and task time.
- .5 Performance data to include:
 - .1 Equipment manufacturer's performance datasheets with point of operation as left after commissioning is complete.
 - .2 Equipment performance verification test results.
 - .3 Special performance data as specified.
 - .4 Testing, adjusting and balancing reports as specified in Section 23 05 93 - Testing, Adjusting and Balancing for HVAC.
- .6 Approvals:
 - .1 Submit 2 copies of draft Operation and Maintenance Manual to Owner's Representative for approval. Submission of individual data will not be accepted unless directed by Owner's Representative.
 - .2 Make changes as required and re-submit as directed by Owner's Representative.
- .7 Additional data:
 - .1 Prepare and insert into operation and maintenance manual additional data when need for it becomes apparent during specified demonstrations and instructions.
- .8 Site records:
 - .1 Owner's Representative will provide 1 set of reproducible mechanical drawings or AutoCAD files. Provide sets of white prints as required for each phase of work. Mark changes as work progresses and as changes occur. Include changes to existing mechanical systems, control systems and low voltage control wiring.
 - .2 Transfer information weekly to reproducibles, revising reproducibles to show work as actually installed.
 - .3 Use different colour for each service.
 - .4 Make available for reference purposes and inspection.
- .9 As-built drawings:
 - .1 Prior to start of Testing, Adjusting and Balancing for HVAC, finalize production of as-built drawings.
 - .2 Identify each drawing in lower right hand corner in letters at least 12 mm high as follows: - "AS BUILT DRAWINGS: THIS DRAWING HAS BEEN REVISED TO SHOW MECHANICAL SYSTEMS AS INSTALLED" (Signature of Contractor) (Date).
 - .3 Submit to Owner's Representative for approval and make corrections as directed.

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- .4 Perform testing, adjusting and balancing for HVAC using as-built drawings.
- .5 Submit completed reproducible as-built drawings with Operating and Maintenance Manuals.
- .10 Submit copies of as-built drawings for inclusion in final TAB report.

1.3 **QUALITY ASSURANCE**

- .1 Quality Assurance: in accordance with Section 01 45 00 - Quality Control.
- .2 Health and Safety Requirements: do construction occupational health and safety in accordance with Section 01 35 29.06 - Health and Safety Requirements.

1.4 **MAINTENANCE**

- .1 Furnish spare parts in accordance with Section 01 78 00 - Closeout Submittals as follows:
 - .1 One set of packing for each pump.
 - .2 One casing joint gasket for each size pump.
 - .3 One head gasket set for each heat exchanger.
 - .4 One glass for each gauge glass.
 - .5 One filter cartridge or set of filter media for each filter or filter bank in addition to final operating set.
- .2 Provide one set of special tools required to service equipment as recommended by manufacturers and in accordance with Section 01 78 00 - Closeout Submittals.
- .3 Furnish one commercial quality grease gun, grease and adapters to suit different types of grease and grease fittings.

1.5 **DELIVERY, STORAGE, AND HANDLING**

- .1 Waste Management and Disposal:
 - .1 Construction/Demolition Waste Management and Disposal: separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

PART 2 **PRODUCTS**

2.1 **MATERIALS**

- .1 All materials used on this project shall be new and CSA approved unless noted otherwise.

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PART 3 **EXECUTION**

3.1 PAINTING, REPAIRS AND RESTORATION

- .1 Do painting in accordance with Section 09 91 23 - Interior Painting.
- .2 Prime and touch up marred finished paintwork to match original.
- .3 Restore to new condition, finishes which have been damaged.

3.2 CLEANING

- .1 Clean interior and exterior of all systems including strainers. Protect open ends of ducts, diffusers, grilles and registers during construction to prevent ingress of dust and dirt into interior of ducts. If dust or dirt is detected prior to startup, vacuum interior of all ducts and air handling units. Prior to vacuuming use video camera to record condition of ductwork. Also use video camera to record condition of ducts after cleaning.

3.3 FIELD QUALITY CONTROL

- .1 Site Tests: conduct following tests in accordance with Section 01 45 00 - Quality Control and submit report as described in PART 1 - SUBMITTALS.
 - .1 Submit tests as specified in other sections of this specification.
- .2 Manufacturer's Field Services:
 - .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - SUBMITTALS.
 - .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
 - .3 Schedule site visits, to review Work, as directed in PART 1 - QUALITY ASSURANCE.

3.4 DEMONSTRATION

- .1 Owner's Representative will use equipment and systems for test purposes prior to acceptance. Contractor to supply labour, material, and instruments required for testing.
- .2 Supply tools, equipment and personnel to demonstrate and instruct operating and maintenance personnel in operating, controlling, adjusting, trouble-shooting and servicing of all systems and equipment during regular work hours, prior to acceptance.
- .3 Use operation and maintenance manual, as-built drawings, and audio visual aids as part of instruction materials.
- .4 Instruction duration time requirements as specified in appropriate sections.

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.5 Owner's Representative may record these demonstrations on video tape for future reference.

3.5 PROTECTION

.1 Protect equipment and systems openings from dirt, dust, and other foreign materials with materials appropriate to system

END OF SECTION

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Section 23 05 13 – Common Motor Requirements for HVAC Equipment Page 1 of 5

PART 1 **GENERAL**

1.1 **SUMMARY**

.1 Section Includes:

- .1 Electrical motors, drives and guards for mechanical equipment and systems.
- .2 Supplier and installer responsibility indicated in Motor, Control and Equipment Schedule on electrical drawings and related mechanical responsibility is indicated on Mechanical Equipment Schedule on mechanical drawings.
- .3 Control wiring and conduit specified in Division 26. Control wiring 50V or less for systems specified in Division 21, 22, 23 and 25 is by Division 25.

1.2 **RELATED SECTIONS:**

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 01 74 21 – Construction/Demolition Waste Management and Disposal

1.3 **REFERENCES**

- .1 American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)
 - .1 ASHRAE 90.1, Energy Standard for Buildings Except Low-Rise Residential Buildings (IESNA cosponsored; ANSI approved; Continuous Maintenance Standard).
- .2 National Energy Code for Buildings (NECB).
- .3 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
 - .1 Material Safety Data Sheets (MSDS).
- .4 National Electrical Manufacturers Association (NEMA).

1.4 **SUBMITTALS**

- .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's printed product literature, specifications and datasheet in accordance with Section 01 33 00 - Submittal Procedures. Include product characteristics, performance criteria, and limitations.
 - .1 Submit two copies of Workplace Hazardous Materials Information System (WHMIS) Material Safety Data Sheets (MSDS) in accordance with Section 01 33 00 - Submittal Procedures
 - .2 Shop Drawings: Submit drawings stamped and signed for approval by Owner's Representative.
 - .3 Quality Control: in accordance with Section 01 45 00 - Quality Control.

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- .1 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
- .2 Instructions: submit manufacturer's installation instructions.
 - .1 Owner's Representative will make available 1 (one) copy of systems supplier's installation instructions.
- .4 Closeout Submittals
 - .1 Provide maintenance data for motors, drives and guards for incorporation into manual specified in Section 01 78 00 - Closeout Submittals.

1.5 **QUALITY ASSURANCE**

- .1 Regulatory Requirements: work to be performed in compliance with Canadian Environmental Protection Act (CEPA), Canadian Environmental Assessment Agency (CEAA), Transportation of Dangerous Goods Act (TDGA) and applicable Provincial regulations.
- .2 Health and Safety Requirements: do construction occupational health and safety in accordance with Section 01 35 29.06 - Health and Safety Requirements.

1.6 **DELIVERY, STORAGE, AND HANDLING**

- .1 Packing, shipping, handling and unloading:
 - .1 Deliver, store and handle in accordance with Section 01 61 00 - Common Product Requirements.
 - .2 Deliver, store and handle materials in accordance with manufacturer's written instructions.
- .2 Waste Management and Disposal:
 - .1 Construction/Demolition Waste Management and Disposal: separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

PART 2 **PRODUCTS**

2.1 **GENERAL**

- .1 Motors to be premium efficiency, in accordance with local hydro company standards and the requirements of ASHRAE 90.1.

2.2 **MOTORS**

- .1 Provide motors for mechanical equipment as specified.
- .2 Motors under 1/2 HP : speed as indicated, continuous duty, built-in overload protection, resilient mount, single phase, 120 V, unless otherwise specified or indicated.

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- .3 Motors 1/2 HP and larger: NEMA, Class B, 1.15 service factor, squirrel cage induction, premium efficiency, speed as indicated, continuous duty, enclosure as indicated, ball bearing, maximum temperature rise 40° C, 3 phase, 575 V, unless otherwise indicated, for inverted duty for variable frequency drives.

2.3 TEMPORARY MOTORS

- .1 If delivery of specified motor will delay completion or commissioning work, install motor approved by Owner's Representative for temporary use. Work will only be accepted when specified motor is installed.

2.4 BELT DRIVES

- .1 Fit reinforced belts in sheave matched to drive. Multiple belts to be matched sets.
- .2 Use cast iron or steel sheaves secured to shafts with removable keys unless otherwise specified.
- .3 For motors under 10 HP : standard adjustable pitch drive sheaves, having plus or minus 10% range. Use mid-position of range for specified r/min.
- .4 For motors 10 HP and over: sheave with split tapered bushing and keyway having fixed pitch unless specifically required for item concerned. Provide sheave of correct size to suit balancing.
- .5 Correct size of sheave to be determined during commissioning.
- .6 Minimum drive rating: 1.5 times nameplate rating on motor. Keep overhung loads within manufacturer's design requirements on prime mover shafts.
- .7 Motor slide rail adjustment plates to allow for centre line adjustment.
- .8 Supply one set of spare belts for each set installed in accordance with Section 01 78 00 – Closeout Submittals.

2.5 DRIVE GUARDS

- .1 Provide guards for unprotected drives.
- .2 Guards for belt drives;
 - .1 Expanded metal screen welded to steel frame.
 - .2 Minimum 1.2 mm thick sheet metal tops and bottoms.
 - .3 38 mm dia holes on both shaft centres for insertion of tachometer.
 - .4 Removable for servicing.
- .3 Provide means to permit lubrication and use of test instruments with guards in place.
- .4 Install belt guards to allow movement of motors for adjusting belt tension.

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- .5 Guard for flexible coupling:
 - .1 "U" shaped, minimum 1.6 mm thick galvanized mild steel.
 - .2 Securely fasten in place.
 - .3 Removable for servicing.
- .6 Unprotected fan inlets or outlets:
 - .1 Wire or expanded metal screen, galvanized, 19 mm mesh.
 - .2 Net free area of guard: not less than 80% of fan openings.
 - .3 Securely fasten in place.
 - .4 Removable for servicing.

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 datasheet.

3.2 INSTALLATION

- .1 Fasten securely in place.
- .2 Make removable for servicing, easily returned into, and positively in position.

3.3 FIELD QUALITY CONTROL

- .1 Site Tests: conduct following tests in accordance with Section 01 45 00 - Quality Control and submit report as described in PART 1 - SUBMITTALS.
 - .1 As specified in other sections of this specification.
- .2 Manufacturer's Field Services:
 - .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - SUBMITTALS.
 - .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
 - .3 Schedule site visits, to review Work, as directed in PART 1 - QUALITY ASSURANCE.

3.4 CLEANING

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

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- .2 Upon completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

PART 1 **GENERAL**

1.1 **SUMMARY**

- .1 TAB is used throughout this Section to describe the process, methods and requirements of testing, adjusting and balancing for HVAC.
- .2 TAB means to test, adjust and balance to perform in accordance with requirements of Contract Documents and to do other work as specified in this Section.

1.2 **QUALIFICATIONS OF TAB PERSONNEL**

- .1 Submit names of personnel certified to AABC, NBC, NEBB or SMACNA to perform TAB to Owner's Representative within 90 days of award of contract.
- .2 Provide documentation confirming qualifications, successful experience. TAB contractor shall have a minimum of 5 (five) years experience to AABC, NBC, NEBB or SMACNA.
- .3 TAB: performed in accordance with the requirements of standard under which TAB Firm's qualifications are approved:
 - .1 Associated Air Balance Council, (AABC) National Standards for Total System Balance, MN-1.
 - .2 National Balancing Council, (NBC) Certified Air Balancing Specifications and Certified Hydronic Balancing Specifications.
 - .3 National Environmental Balancing Bureau (NEBB) TABES, Procedural Standards for Testing, Adjusting, Balancing of Environmental Systems.
 - .4 Sheet Metal and Air Conditioning Contractors' National Association (SMACNA), HVAC TAB HVAC Systems – Testing, Adjusting and Balancing.
- .4 Recommendations and suggested practices contained in the TAB Standard: mandatory.
- .5 Use TAB Standard provisions, including checklists, and report forms to satisfy Contract requirements.
- .6 Use TAB standard for TAB, including qualifications for TAB Firm and Specialist and calibration of TAB instruments.
- .7 Where instrument manufacturer calibration recommendations are more stringent than those listed in the TAB standard, use manufacturer's recommendations.
- .8 TAB Standard quality assurance provisions such as performance guarantees form part of this contract.
 - .1 For systems or system components not covered in TAB standard, use TAB procedures developed by TAB Specialist.

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- .2 Where new procedures and requirements are applicable to Contract requirements have been published or adopted by body responsible for TAB Standard used (AABC, NBC, NEBB, or SMACNA), requirements and recommendations contained in these procedures and requirements are mandatory.

1.3 PURPOSE OF TAB

- .1 Test to verify proper and safe operation, determine actual point of performance, evaluate qualitative and quantitative performance of equipment, systems and controls at design, average and low loads using actual or simulated loads.
- .2 Adjust and regulate equipment and systems so as to meet specified performance requirements and to achieve specified interaction with other related systems under normal and emergency loads and operating conditions.
- .3 Balance systems and equipment to regulate flow rates to match load requirements over full operating ranges.

1.4 EXCEPTIONS

- .1 TAB of systems and equipment regulated by codes, standards to be to satisfaction of authority having jurisdiction.

1.5 CO-ORDINATION

- .1 Schedule time required for TAB (including repairs, re-testing) into project construction and completion schedule so as to ensure completion before acceptance of project.
- .2 Do TAB of each system independently and subsequently, where interlocked with other systems, in unison with those systems.

1.6 PRE-TAB REVIEW

- .1 Review contract documents before project construction is started and confirm in writing to Owner's Representative adequacy of provisions for TAB and other aspects of design and installation pertinent to success of TAB.
- .2 Review specified standards and report to Owner's Representative in writing all proposed procedures which vary from standard.
- .3 During construction, co-ordinate location and installation of TAB devices, equipment, accessories, measurement ports and fittings.

1.7 START-UP

- .1 Follow start-up procedures as recommended by equipment manufacturer unless specified otherwise.
- .2 Follow special start-up procedures specified elsewhere in other Divisions.

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1.8 OPERATION OF SYSTEMS DURING TAB

- .1 Operate systems for length of time required for TAB and as required by Owner's Representative for verification of TAB reports.

1.9 START OF TAB

- .1 Notify Owner's Representative 7 (seven) days prior to start of TAB.
- .2 Start TAB when building is essentially completed, including:
 - .1 Installation of ceilings, doors, windows, other construction affecting TAB.
 - .2 Application of weatherstripping, sealing, caulking.
 - .3 All pressure, leakage, other tests specified elsewhere in other Divisions.
 - .4 All provisions for TAB installed and operational.
- .3 Start-up, verification for proper, normal and safe operation of mechanical and associated electrical and control systems affecting TAB including but not limited to:
 - .1 Proper thermal overload protection in place for electrical equipment.
 - .2 Air systems:
 - .1 Filters in place, clean.
 - .2 Duct systems clean.
 - .3 Ducts, air shafts, ceiling plenums are airtight to within specified tolerances.
 - .4 Correct fan rotation.
 - .5 Fire, smoke, volume control dampers installed and open.
 - .6 Coil fins combed, clean.
 - .7 Access doors, installed, closed.
 - .8 Outlets installed, volume control dampers open.
 - .3 Liquid systems:
 - .1 Flushed, filled, vented.
 - .2 Correct pump rotation.
 - .3 Strainers in place, baskets clean.
 - .4 Isolating and balancing valves installed, open.
 - .5 Calibrated balancing valves installed, at factory settings.
 - .6 Chemical treatment systems complete, operational.

1.10 APPLICATION TOLERANCES

- .1 Do TAB to following tolerances of design values:
 - .1 Laboratory HVAC systems: plus 10%, minus 0%.
 - .2 Other HVAC systems: plus 5%, minus 5%.
 - .3 Hydronic systems: plus or minus 10 %.

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.4 Refrigeration systems: plus or minus 10%.

1.11 ACCURACY TOLERANCES

.1 Measured values to be accurate to within plus or minus 2 % of actual values.

1.12 INSTRUMENTS

.1 Prior to TAB, submit to Owner's Representative list of instruments to be used together with serial numbers.

.2 Calibrate in accordance with requirements of most stringent of referenced standard for either applicable system or HVAC system.

.3 Calibrate within 3 (three) months of TAB. Provide certificate of calibration to Owner's Representative.

1.13 SUBMITTALS

.1 Submit, prior to commencement of TAB:

.2 Proposed methodology and procedures for performing TAB if different from referenced standard.

1.14 PRELIMINARY TAB REPORT

.1 Submit for checking and approval of Owner's Representative, prior to submission of formal TAB report, sample of rough TAB sheets. Include:

.1 Details of instruments used.

.2 Details of TAB procedures employed.

.3 Calculations procedures.

.4 Summaries.

1.15 TAB REPORT

.1 Format to be in accordance with referenced standard.

.2 TAB report to show results in SI units and to include:

.1 Project record drawings.

.2 System schematics.

.3 Submit 3 (three) copies of TAB Report to Owner's Representative for verification and approval, in English in D-ring binders, complete with index tabs.

1.16 VERIFICATION

.1 Reported results subject to verification by Owner's Representative.

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- .2 Provide manpower and instrumentation to verify up to 30% of reported results.
 - .3 Number and location of verified results to be at discretion of Owner's Representative.
 - .4 Bear costs to repeat TAB as required to satisfaction of Owner's Representative.
- 1.17 **SETTINGS**
- .1 After TAB is completed to satisfaction of Owner's Representative, replace drive guards, close access doors, lock devices in set positions, ensure sensors are at required settings.
 - .2 Permanently mark settings to allow restoration at any time during life of facility. Markings not to be eradicated or covered in any way.
- 1.18 **COMPLETION OF TAB**
- .1 TAB to be considered complete when final TAB Report received and approved by Owner's Representative.
- 1.19 **AIR SYSTEMS**
- .1 Standard: TAB to be to most stringent of this section or TAB standards of AABC, NBC or NEBB.
 - .2 Do TAB of systems, equipment, components, controls specified in other Divisions.
 - .3 Qualifications: personnel performing TAB to be qualified to standards of AABC, NBC or NEBB.
 - .4 Quality assurance: Perform TAB under direction of supervisor qualified to standards of AABC, NBC or NEBB.
 - .5 Measurements: to include, but not limited to, following as appropriate for systems, equipment, components, controls: air velocity, static pressure, flow rate, pressure drop (or loss), temperatures (dry bulb, wet bulb, dewpoint), duct cross-sectional area, RPM, electrical power, voltage, noise, vibration, amperage and volts for each stage of electrical heating coils.
 - .6 Locations of equipment measurements: To include, but not be limited to, following as appropriate:
 - .1 Inlet and outlet of dampers, filter, coil, humidifier, fan, other equipment causing changes in conditions.
 - .2 At controllers, controlled device.
 - .7 Locations of systems measurements to include, but not be limited to, following as appropriate: Main ducts, main branch, sub-branch, run-out (or grille, register or diffuser).

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1.20 HYDRONIC SYSTEMS

- .1 Definitions: for purposes of this section, to include low pressure hot water heating, chilled water, condenser water, glycol systems.
- .2 Standard: TAB to be to most stringent of TAB standards of AABC, NBC or NEBB.
- .3 Do TAB of systems, equipment, components, controls specified in other Divisions.
- .4 Qualifications: personnel performing TAB to be qualified to standards of AABC, NBC or NEBB.
- .5 Quality assurance: perform TAB under direction of supervisor qualified to standards of AABC, NBC or NEBB.
- .6 Measurements: to include, but not limited to, following as appropriate for systems, equipment, components, controls: flow rate, static pressure, pressure drop (or loss), temperature, specific gravity, density, RPM, electrical power, voltage, noise, vibration.
- .7 Locations of equipment measurement: to include, but not be limited to, following as appropriate:
 - .1 Inlet and outlet of heat exchangers (primary and secondary sides), boiler, chiller, coil, humidifier, cooling tower, condenser, pump, PRV, control valve, other equipment causing changes in conditions.
 - .2 At controllers, controlled device.
- .8 Locations of systems measurements to include, but not be limited to, following as appropriate: supply and return of primary and secondary loops (main, main branch, branch, sub-branch) of all hydronic systems, inlet connection of make-up water.

1.21 DOMESTIC WATER SYSTEMS

- .1 Meet requirements as specified for hydronic systems.
- .2 Locations of equipment measurements: To include, but not be limited to, following as appropriate: inlet and outlet of heaters, tank, pump, circulator, at controllers, controlled device.
- .3 Locations of systems measurements to include, but not be limited to, following as appropriate: main, main branch, branch, sub-branch.

1.22 OTHER SYSTEMS

- .1 Plumbing systems:
 - .1 Standard: National Plumbing Code.
 - .2 TAB procedures:
 - .1 Flush valves: adjust to suit project pressure conditions.

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- .2 Pressure booster systems: test for capacity and pressures under all conditions and at all times.
 - .3 Controlled flow roof drain systems: adjust weirs to suit actual roof conditions, slopes, areas drained.
 - .4 Pumped sanitary and storm water systems: test for proper operation at all possible flow rates. Refer to Section 32 32 13.13 – Packaged Sewage Lift, Wet Well Type.
 - .5 Pressure reducing station.
 - .2 Wet pipe sprinkler sprinkler systems:
 - .1 Standard: NFPA.
 - .2 TAB procedures: Refer to NFPA 13 Sprinkler System.
 - .3 Refrigeration systems forming part of HVAC systems:
 - .1 Standard: CSA B52 – Mechanical Refrigeration Code.
 - .2 TAB procedures: Refer to Standard as follows:
 - .1 Suction Pressure and Temperature.
 - .2 Discharge Pressure and Temperature.
 - .3 Suction Superheat
 - .4 Evaporation Pressure and Temperature.
 - .4 Chemical treatment systems:
 - .1 Standard: Section 23 25 00 – HVAC Water Treatment Systems.
 - .2 TAB procedures: refer to Section 23 25 00 – HVAC Water Treatment Systems.
- 1.23 OTHER TAB REQUIREMENTS
- .1 General requirements applicable to work specified this paragraph:
 - .1 Qualifications of TAB personnel: as for air systems specified this section.
 - .2 Quality assurance: as for air systems specified this section.
 - .2 Laboratory fume hoods:
 - .1 Standard: ASHRAE 110 – Method of Testing Performance of Laboratory Fume Hoods, applicable provincial standard.
 - .2 TAB procedures: as described in standard.
 - .3 Building pressure conditions:
 - .1 Adjust HVAC systems, equipment, controls to ensure specified pressure conditions during winter and summer design conditions.
 - .4 Zone pressure differences:

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- .1 Adjust HVAC systems, equipment, controls to establish specified air pressure differentials, with all systems in all possible combinations of normal operating modes.
- .5 Smoke management systems:
 - .1 Test for proper operation of all smoke and fire dampers, sensors, detectors, installed as component parts of air systems specified in other Divisions.
- .6 Measurement of noise and vibration from equipment specified in Mechanical Division.
 - .1 Standard: 23 05 48 - Vibration and Seismic Controls for HVAC Piping and Equipment and 23 32 48 – Acoustical Air Plenums.
 - .2 Vibration measurements around each piece of rotating equipment.
 - .3 Sound measurements in each octave band around each piece of rotating equipment.
 - .4 Induct sound measurements in each octave band at each fan inlet and discharge.
 - .5 Induct sound measurements in each octave band at each air handling unit intake, return and discharge.
 - .6 Sound measurements in each octave band for each normally occupied room with air handling equipment running.
- .7 Measurement of spatial noise:
 - .1 Standard: Section 23 32 48 – Acoustical Air Plenums.
- 1.24 POST- OCCUPANCY TAB
 - .1 Measure DBT, WBT (or %RH), air velocity, air flow patterns, NC levels, in occupied zone of areas designated by Owner's Representative.
 - .2 Participate in systems checks twice during Warranty Period - #1 approximately 3 months after acceptance and #2 within 3 months of termination of Warranty Period.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

PART 1 **GENERAL**

1.1 **SUMMARY**

- .1 Materials and installation for self-contained multizone and single zone, gas, electric, hot water and refrigeration packaged rooftop HVAC units.

1.2 **RELATED SECTIONS**

- .1 Section 01 33 00 – Submittal Procedures.
- .2 Section 01 35 29.06 – Health and Safety Requirements
- .3 Section 01 45 00 – Quality Control
- .4 Section 01 74 21 – Construction/Demolition Waste Management and Disposal
- .5 Section 01 78 00 – Closeout Submittals.
- .6 Section 01 91 13 – General Commissioning (Cx) Requirements.
- .7 Section 23 08 02 – Cleaning and Start-up of Mechanical Piping Systems

1.3 **REFERENCES**

- .1 American National Standards Institute (ANSI)/Air Conditioning and Refrigeration Institute (ARI)
 - .1 ANSI/ARI 210/240, Unitary Air-Conditioning and Air-Source Heat Pump Equipment.
 - .2 ARI 270, Sound Rating of Outdoor Unitary Equipment.
- .2 ANSI/UL 1995 B, Standard for Heating and Cooling Equipment.
- .3 Canadian Standards Association (CSA)
 - .1 CSA B52, Mechanical Refrigeration Code.
 - .2 CSA C22.1, Canadian Electrical Code.
- .4 Health Canada / Workplace Hazardous Materials Information System (WHMIS)]
 - .1 Material Safety Data Sheets (MSDS)
- .5 National Roofing Contractors Association (NRCA)
- .6 National Fire Protection Association (NFPA)
 - .1 NFPA 90A, Installation of Air Conditioning and Ventilating Systems.
- .7 American Bearing Manufacturer's Association (ABMA)

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- .1 ANSI/ABMA 9 Load Ratings and Fatigue Life for Ball Bearings
- .2 ANSI/ABMA 11 Load Ratings and Fatigue Life for Roller Bearings.
- .8 Air Movement and Control Association (AMCA)
 - .1 AMCA 300 Reverberant Room Method for Sound Testing of Fans.
- .9 National Electrical Manufacturer's Association (NEMA)
 - .1 NEMA MG1 Motors and Generators
 - .2 NEMA ICS 7-1 Safety Standards for Construction and Guide for Selection, Installation and Operation of Adjustable Speed Drive Systems.
- .10 Provincial Boiler, Pressure Vessel and Compressed Gas Regulations.

1.4 SUBMITTALS

- .1 Submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's printed product literature, specifications and datasheet for packaged rooftop HVAC units.
- .3 Submit WHMIS MSDS in accordance with Section 02 62 00.01 - Hazardous Materials. Indicate VOC's for adhesive and solvents during application and curing.
- .4 Shop Drawings:
 - .1 Submit shop drawings to indicate project layout and dimensions; indicate:
 - .1 Equipment, piping, and connections, together with valves, strainers, control assemblies, thermostatic controls, auxiliaries and hardware, and recommended ancillaries which are mounted, wired and piped ready for final connection to building system, its size and recommended bypass connections.
 - .2 Piping, valves, fittings shipped loose showing final location in assembly.
 - .3 Control equipment shipped loose, showing final location in assembly.
 - .4 Complete internal panel pneumatic tube piping and wiring and external panel pneumatic tube piping and wiring, both as schematics and as actually assembled.
 - .5 Dimensions, internal and external construction details, recommended method of installation with proposed structural steel support, mounting curb details, sizes and location of mounting bolt holes; include mass distribution drawings showing point loads.
 - .6 Detailed composite wiring diagrams for control systems showing factory installed wiring and equipment on packaged equipment or required for controlling devices of ancillaries, accessories, controllers.
 - .7 Pump and fan performance curves.

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- .8 Details of vibration isolation.
- .9 Estimate of sound levels to be expected across individual octave bands in dB referred to A rating.
- .10 Type of refrigerant used.
- .5 Test Reports: submit certified test reports from approved independent testing laboratories indicating compliance with specifications for specified performance characteristics and physical properties.
- .6 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
- .7 Instructions: submit manufacturer's installation instructions.
- .8 Manufacturer's Field Reports: manufacturer's field reports specified.
- .9 Closeout submittals: submit maintenance and engineering data for incorporation into manual specified in Section 01 78 00 - Closeout Submittals include data as follows:
 - .1 Indicate: brief description of unit, indexed, with details of function, operation, control, and service for components.
 - .2 Provide for units, manufacturer's name, type, year, number of units, and capacity.

1.5 QUALITY ASSURANCE

- .1 Pre-Installation Meetings:
 - .1 Convene pre-installation meeting one week prior to beginning work of this Section and on-site installations.
 - .1 Verify project requirements.
 - .2 Review installation and substrate conditions.
 - .3 Co-ordination with other building subtrades.
 - .4 Review manufacturer's installation instructions and warranty requirements.
- .2 Health and Safety:
 - .1 Do construction occupational health and safety in accordance with Section 01 35 29.06 - Health and Safety Requirements.

1.6 DELIVERY, STORAGE AND HANDLING

- .1 Waste Management and Disposal:
 - .1 Separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.
 - .2 Remove from site and dispose of packaging materials at appropriate recycling facilities.

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- .3 Collect and separate for disposal, paper, plastic, polystyrene, corrugated cardboard, packaging material in appropriate on-site bins for recycling in accordance with Waste Management Plan (WMP).
- .4 Separate for reuse and recycling and place in designated containers steel, metal, plastic waste in accordance with Waste Management Plan (WMP).
- .5 Handle and dispose of hazardous materials in accordance with Canadian Environmental Protection Act (CEPA), Transportation of Dangerous Goods Act (TDGA), Regional and Municipal, regulations.
- .6 Divert unused metal materials from landfill to metal recycling facility as approved by Owner's Representative.

1.7 WARRANTY

- .1 Contractor hereby warrants that packaged rooftop HAVC units and refrigeration compressors will function and operate in accordance with GC 31.1, but for 24 months.

PART 2 PRODUCTS

2.1 GENERAL

- .1 Roof mounted, self-contained make-up air unit with hot water coil.
- .2 Units to consist of cabinet and frame, supply fan, control, air filter, and fans, motorized outside air damper, return damper, motorized exhaust damper.
- .3 Prefabricated roof curb to conform to requirements of National Roofing Contractors Association (NRCA), minimum height 450 mm.
- .4 Conform to ANSI/ARI 210/240, rating for unit larger than 40 kW nominal.

2.2 CABINET

- .1 Cabinets: weatherproofing tested and soundproofing tested to ARI 270, dbA at 3 m free field.
- .2 Framing and supports: 2 mm thick welded steel, galvanized after manufacture, with lifting lugs at top of unit and/or fork lift slots at bottom.
- .3 Outer casing: weathertight galvanized steel with baked enamel finish, to Section 09 91 13 - Exterior Painting.
- .4 Access: removable gasketed hinged doors or panels with locking door handle type or screwdriver operated flush cam type fasteners.
- .5 Insulation: neoprene coated glass fiber on surfaces, 50 mm thick, 32 kg/m³ density.

2.3 FANS

- .1 Centrifugal, forward curved impellers, backward inclined, or airfoil, statically and dynamically balanced. Multi V-belt drive with adjustable variable pitch motor pulley, rubber spring isolated hinge mounted motor fan, and motor integrally mounted on isolation base, separated from unit casing with flexible connections and spring isolators. Vibration isolators: 95% efficiency.

2.4 AIR FILTERS

- .1 50 mm thick, 30 % efficiency, metal framed, replaceable media or throwaway.
- .2 To meet NFPA 90A, air filter requirements type Class 1 or type Class 2.

2.5 HOT WATER COIL

- .1 Aluminum fins, mechanically bonded to copper tubes.
- .2 Piping: complete with shut off valves, drain valves, unions or flanges.
- .3 Hydrostatically tested to 1.7 MPa.

2.6 CONTROLS

- .1 In addition to safety controls, provide smoke sensors in return to NFPA standards, low limit on supply and freeze protection on water coils.
- .2 Make-up Air Unit:
 - .1 Motorized outside air damper with spring return data operator and control package to outside air quantity.
 - .2 Tight fitting opposed blade dampers with neoprene or suitable gaskets, bronze or synthetic bushings and 1% maximum leakage.
 - .3 Damper operation: 24V, spring return motor with gear train sealed in oil, and heater for operation under minus 18⁰C.
 - .4 Unit is to have full BACNET DDC components and a controller. Control signs should be a single control wire to the unit.

2.7 REMOTE PANEL

- .1 Provide remote readout panel for each unit containing:
 - .1 Signal lights indicating system status, heating system failure cooling system failure and dirty filters.
 - .2 Check switches proving signal light operation.
 - .3 System on-off switch .
 - .4 Fan on-off switch.
 - .5 Manual 6 h timer to override night-set back control.

- .2 Provide gauges in remote panel indicating outside air, mixed air, return air and discharge air temperatures for each deck before heat exchangers.

2.8 CAPACITY

- .1 Capacity: see Appendix 1.

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 datasheet.

3.2 INSTALLATION

- .1 Install as per manufacturers' instructions on roof curbs provided by manufacturer.
- .2 Manufacturer's representative to certify installation, supervise start-up and commission unit.
- .3 Run drain line from cooling coil condensate drain pan to discharge over roof.

3.3 FIELD QUALITY CONTROL

- .1 Manufacturer's Field Services:
 - .1 Have manufacturer's representative of products supplied under this Section review work involved in handling, installation/application, protection and cleaning of its products, and submit written reports, in acceptable format, to verify compliance of work with Contract.
 - .2 Provide manufacturer's field services, consisting of product use recommendations and periodic site visits for inspection of product installation, in accordance with manufacturer's instructions.
 - .3 Schedule site visits to review work at stages listed:
 - .1 After delivery and storage of products, and when preparatory work on which work of this Section depends is complete, but before installation begins.
 - .2 Twice during progress of work at 25% and 60% complete.
 - .3 Upon completion of work, after cleaning is carried out.
- .2 Obtain reports within 3 days of review and submit immediately to Owner's Representative.
- .3 Verify accessibility, serviceability of components including motorized dampers, filters coils, fans, motors, operators, humidifiers, sensors, electrical disconnects.

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- .4 Verify accessibility, cleanability, drainage of drain pans for coils, humidifiers.
- .5 Performance Verification:
 - .1 General:
 - .1 In accordance with Section 23 08 02 - Cleaning and Start-up of Mechanical Piping Systems, supplemented as specified herein.
 - .2 Rooftop Air Handling Units:
 - .1 Set zone mixing dampers for full cooling, except that where diversity factor forms part of design set that % of zone dampers to full heating.
 - .2 Set outside air and return air dampers for minimum outside air.
 - .3 Set face and bypass dampers so face dampers are fully open and bypass dampers are fully closed.
 - .4 Check for smooth, vibrationless correct rotation of supply fan impeller.
 - .5 Measure supply fan capacity.
 - .6 Adjust impeller speed as necessary and repeat measurement of fan capacity.
 - .7 Measure pressure drop for each component of air handling unit.
 - .8 Set outside air and return air dampers for the % of outside air required by design and repeat measurements of fan capacity.
 - .9 Reduce differences between fan capacity at minimum and maximum outside air less than 5 %.
 - .10 Set face and bypass dampers to full bypass and repeat measurement of fan capacity.
 - .11 Reduce difference between fan capacity with F&BPD fully closed to bypass and fully open to bypass to less than 5 %.
 - .12 Reduce difference between fan capacity at full cooling and fan capacity at full heating to less than 5 %.
 - .13 OAD: verify for proper stroking, interlock with RAD.
 - .14 Measure DBT, WBT of SA, RA, EA.
 - .15 Measure air cooled condenser discharge DBT.
 - .16 Measure flow rates (minimum and maximum) of SA, RA, EA, relief air.
 - .17 Simulate maximum cooling load and measure refrigerant hot gas and suction temperatures and pressures.
 - .18 Use smoke test to verify no short-circuiting of EA, relief air to outside air intake or to condenser intake.
 - .19 Simulate maximum heating load and:
 - .1 Verify temperature rise across heat exchanger.
 - .2 Perform flue gas analysis. Adjust for peak efficiency.
 - .3 Verify combustion air flow to heat exchanger.
 - .4 Simulate minimum heating load and repeat measurements.

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- .20 Measure radiated and discharge sound power levels under maximum heating demand and under maximum cooling demand with compressors running.
- .21 Verify operating control strategies, including:
 - .1 Heat exchanger operating and high limit.
 - .2 Early morning warm-up cycle.
 - .3 Freeze protection.
 - .4 Economizer cycle operation, temperature of change-over.
 - .5 Alarms.
 - .6 Voltage drop across thermostat wiring.
 - .7 Operation of remote panel including pilot lights, failure modes.
- .22 Set zone mixing dampers for full heating and repeat measurements.
- .23 Measure leakage past zone mixing dampers by taking temperature measurements. Reduce leakage to less than 5 %.
- .24 Measure return fan capacity.
- .25 Adjust impeller speed as necessary and repeat measurement of return fan capacity.
- .26 Check capacity of heating unit.
- .27 Measure DX refrigeration system performance as specified Section.
- .28 Refer to other sections of these specifications for PV procedures for other components.
- .3 Start-Up:
 - .1 General: in accordance with Section 23 08 02 - Cleaning and Start-up of Mechanical Piping Systems.
 - .4 Verify accessibility, serviceability of components including motorized dampers, filters, coils, fans, motors, operators, humidifiers, sensors, electrical disconnects.
 - .5 Verify accessibility, clean ability, drainage of drain pans for coils, humidifiers.
- .6 Commissioning Reports:
 - .1 In accordance with Section 01 91 13 - General Commissioning (Cx) Requirements: reports supplemented as specified herein. Include:
 - .1 Report forms as specified Section 01 91 13 - General Commissioning (Cx) Requirements: Report Forms and Schematics.

3.4 DEMONSTRATION

- .1 Training: in accordance with Section 01 91 13- General Commissioning (Cx) Requirements: Training of O&M Personnel, supplemented as specified.

3.5 CLEANING

- .1 Perform cleaning operations as specified in Section 01 74 11 – Cleaning and in accordance with manufacturer's recommendations.

- .2 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

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Section 26 05 00 – Common Work Requirements - Electrical

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PART 1 **GENERAL**

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.

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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.

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- .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**

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- .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

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- 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 coats 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.

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- .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.

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- .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:

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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 |
| 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 |

.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.

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| <u>Conduit System</u> | <u>Prime Color</u> | <u>Auxiliary Color</u> |
|-----------------------------|--------------------|------------------------|
| up to 250 V | Yellow | |
| up to 600 V | Yellow | Green |
| Other Communication Systems | Green | Blue |
| Security Systems | Red | Yellow |

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:

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- .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.

END OF SECTION

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.

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Section 26 05 20 - Wire and Box Connectors 0-1000 V

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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.

END OF SECTION

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.

END OF SECTION

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Section 26 05 29 – Hangers and Supports for Electrical Systems

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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.

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- .9 Provide metal brackets, frames, hangers, clamps and related types of support structures where indicated or as required to support conduit and cable runs.
- .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.

END OF SECTION

PART 1 **GENERAL**

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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Section 26 05 31 - Splitters, Junction, Pull Boxes and Cabinets

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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.

END OF SECTION

PART 1 **GENERAL**

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.

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Section 26 05 32 – Outlet Boxes, Conduit Boxes and Fittings

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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.

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.

END OF SECTION

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Section 26 05 34 – Conduits, Conduit Fastenings and Conduit Fittings

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PART 1 **GENERAL**

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.

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.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.

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- .2 Install conduits to conserve headroom in exposed locations and cause minimum interference in spaces through which they pass.
- .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.

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- .6 Do not locate conduits less than 75 mm parallel to steam or hot water lines with minimum of 25 mm at crossovers.
- .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.

END OF SECTION

PART 1 **GENERAL**

1.1 **RELATED SECTIONS**

- .1 Section 01 78 00 – Closeout Submittals.
- .2 Section 01 91 13 – General Commissioning (Cx) Requirements.
- .3 Section 26 05 00 – Common Work Results - Electrical.

1.2 **REFERENCES**

- .1 Canadian Standards Association (CSA)
 - .1 CSA C22.2No.248.12 , Low Voltage Fuses Part 12: Class R (Bi-National Standard with, UL 248-12 (1st Edition).

1.3 **SUBMITTALS**

- .1 Submit fuse performance data characteristics for each fuse type and size above 600 A. Performance data to include: average melting time-current characteristics.

1.4 **DELIVERY AND STORAGE**

- .1 Ship fuses in original containers.
- .2 Do not ship fuses installed in switchboard.
- .3 Store fuses in original containers in storage cabinet moisture free location.

1.5 **MAINTENANCE MATERIALS**

- .1 Provide maintenance materials in accordance with Section 01 78 00 - Closeout Submittals.
- .2 Three spare fuses of each type and size installed above 600 A.
- .3 Six spare fuses of each type and size installed up to and including 600 A.

PART 2 **PRODUCTS**

2.1 **FUSES GENERAL**

- .1 Fuse type references L1, L2, J1, R1, etc. have been adopted for use in this specification.
- .2 Fuses: product of one manufacturer for entire project.

2.2 FUSE TYPES

- .1 Class L fuses (formerly HRC-L).
 - .1 Type L1, time delay, capable of carrying 500% of its rated current for 10 s minimum.
 - .2 Type L2, fast acting.
- .2 Class J fuses (formerly HRCI- J).
 - .1 Type J1, time delay, capable of carrying 500% of its rated current for 10 s minimum.
 - .2 Type J2, fast acting.
- .3 Class R -R fuses (formerly HRCI- R). For UL Class RK1 fuses, peak let-through current and its' peak let-through values not to exceed limits of UL 198E-1982, table 10.2.
 - .1 Type R1, (UL Class RK1), time delay, capable of carrying 500% of its rated current for 10 s minimum, to meet UL Class RK1 maximum let-through limits.
 - .2 Type R2, time delay, capable of carrying 500% of its rated current for 10 s minimum.
 - .3 Type R3, (UL Class RK1), fast acting Class R, to meet UL Class RK1 maximum let-through limits.
- .4 Class -C fuses (formerly HRCII- C).

PART 3 EXECUTION

3.1 INSTALLATION

- .1 Install fuses in mounting devices immediately before energizing circuit. Ensure correct fuses fitted to physically matched mounting devices.
 - .1 Install Class R rejection clips for HRCI-R fuses.
- .2 Ensure correct fuses fitted to assigned electrical circuit.
- .3 Where UL Class RK1 fuses are specified, install warning label "Use only UL Class RK1 fuses for replacement" on equipment.
- .4 Turn spare fuses over to Owner Representative.

END OF SECTION

AAFC ACCCRC
Replacement of AHU
Building #25, St. John's, NL

Section 26 28 16.02 – Moulded Case Circuit Breakers

Page 1 of 2

PART 1 **GENERAL**

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.

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Section 26 28 16.02 – Moulded Case Circuit Breakers

Page 2 of 2

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.

END OF SECTION

PART 1 **GENERAL**

1.1 **RELATED SECTIONS**

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 01 91 13 – General Commissioning (Cx) Requirements.
- .3 Section 26 05 00 – Common Work Results - Electrical.

PART 2 **PRODUCTS**

2.1 **DISCONNECT SWITCHES**

- .1 Fusible and non-fusible, disconnect switch in CSA Enclosure type 1, size as indicated.
- .2 Provision for padlocking in on-off switch position by three locks.
- .3 Mechanically interlocked door to prevent opening when handle in ON position.
- .4 Fuses: size as indicated, to Section 26 28 13.01 - Fuses - Low Voltage.
- .5 Fuseholders: suitable without adaptors, for type and size of fuse indicated.
- .6 Quick-make, quick-break action.
- .7 ON-OFF switch position indication on switch enclosure cover.
- .8 Heavy duty rated.
- .9 EEMAC 2 (sprinkler proof) for interior and EEMAC 4X for exterior use.

2.2 **EQUIPMENT IDENTIFICATION**

- .1 Provide equipment identification in accordance with Section 26 05 00 – Common Work Results - Electrical.
- .2 Indicate name of load controlled on size 4 nameplate.

PART 3 **EXECUTION**

3.1 **INSTALLATION**

- .1 Install disconnect switches complete with fuses as indicated.

PART 1

GENERAL

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.

AAFC ACCRC
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Building #25, St. John's, NL

Section 26 80 00 – Commissioning of Electrical Systems

Page 2 of 3

- .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.
- .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 as-built drawings when need for additional data becomes apparent during the commissioning exercise.
- .4 Conduct presentation on Departmental premises. Departmental will provide space.

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Section 26 80 00 – Commissioning of Electrical Systems

Page 3 of 3

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.

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 non-compliance.

END OF SECTION

PART 1 **GENERAL**

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)**

END OF SECTION

**AAFC ACCRC
Replacement of AHU
Building #25, St. John's, NL
Appendix 1**

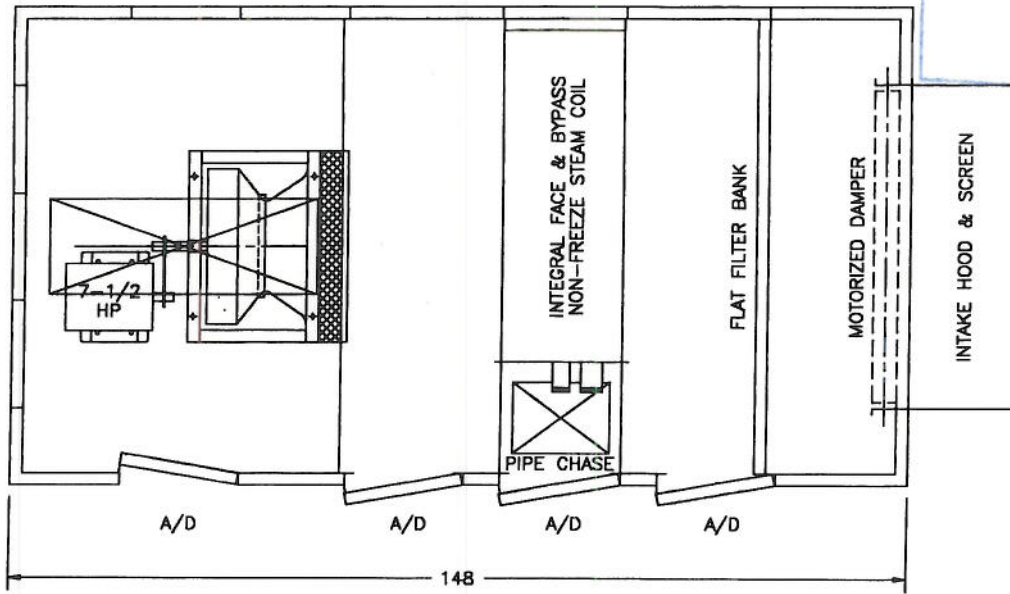
APPROVED FOR SUBMISSION
BECKER CONTRACTORS LTD.

JAN 17 1996

BY: J. LeBLANC

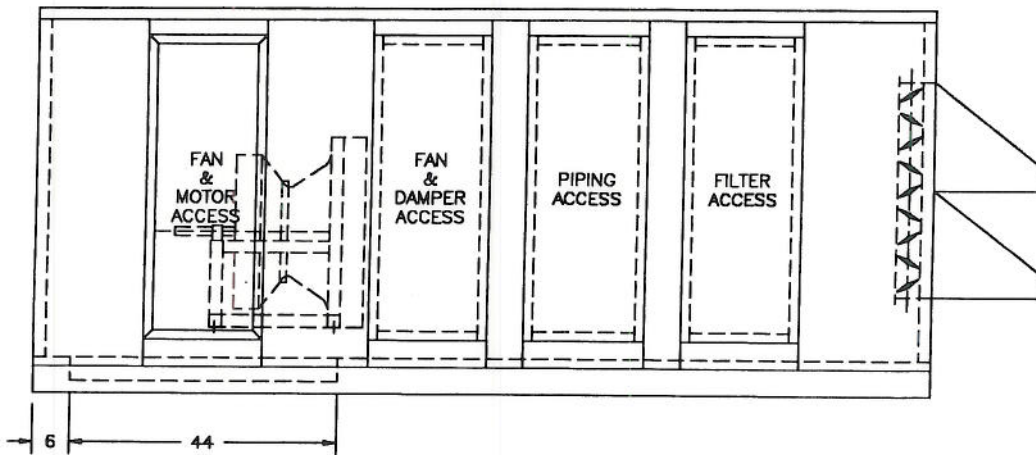
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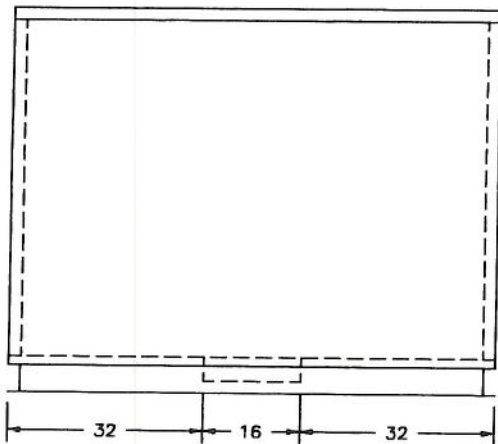


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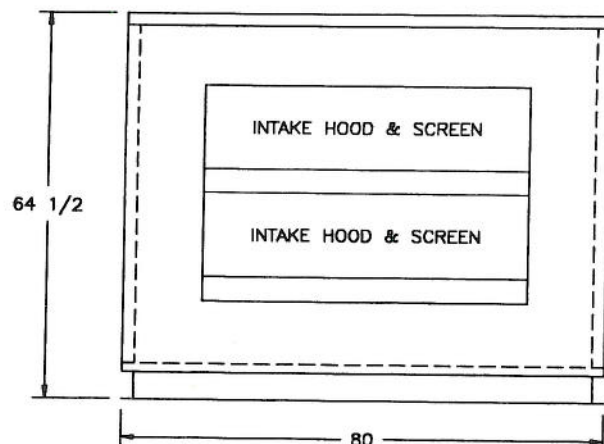
TOP VIEW



FRONT VIEW



LEFT SIDE



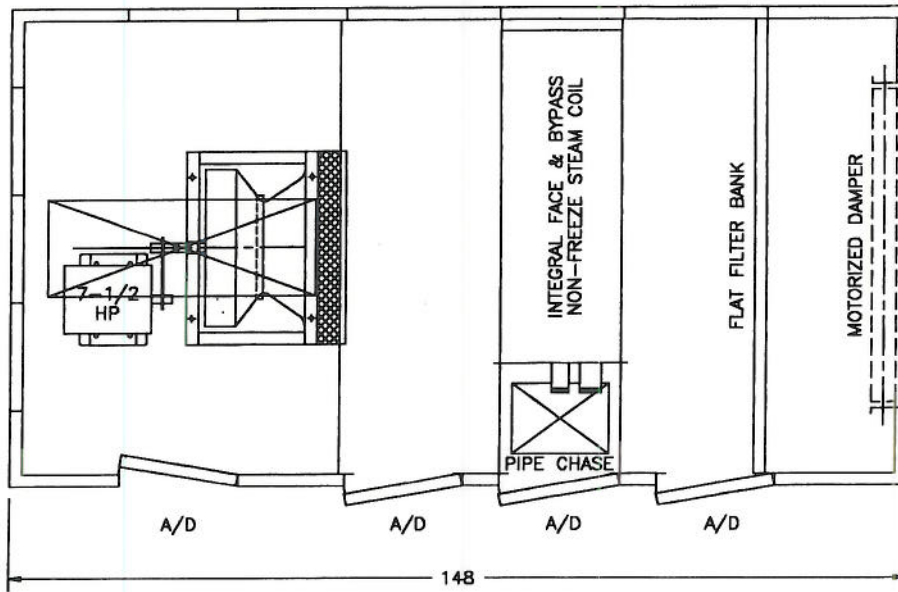
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JAN 17 1996

BY: J. LeBLANC

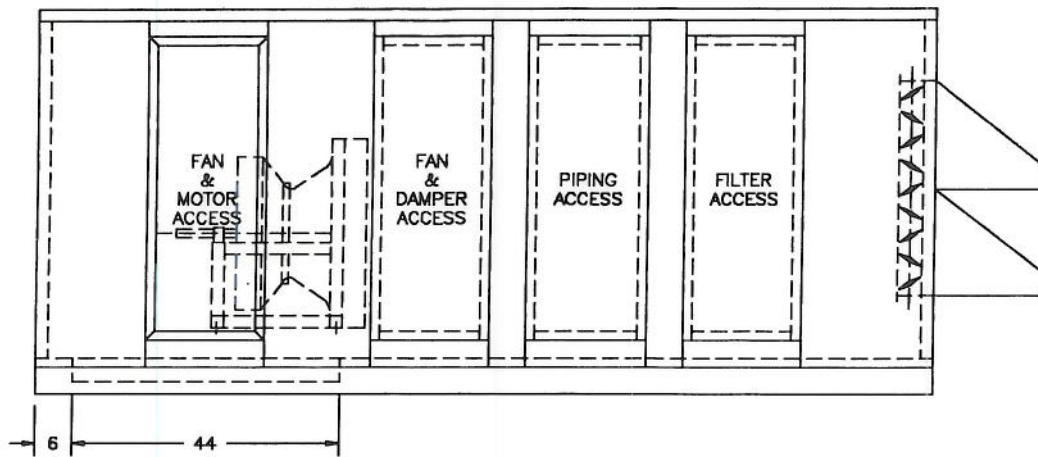
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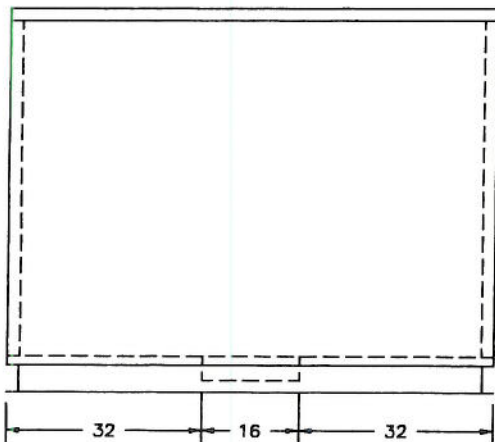


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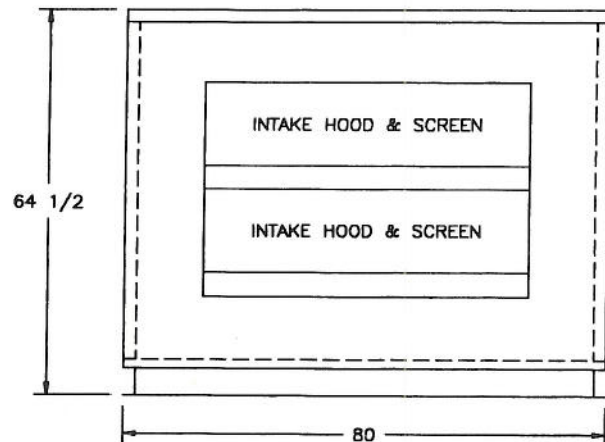
TOP VIEW



FRONT VIEW



LEFT SIDE

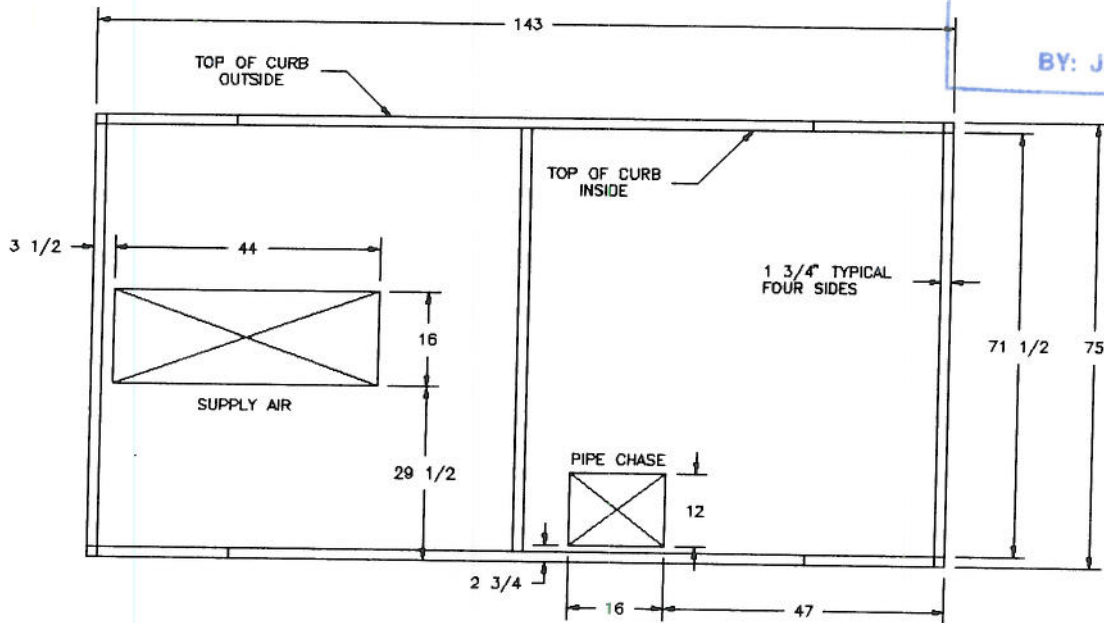


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JAN 17 1996

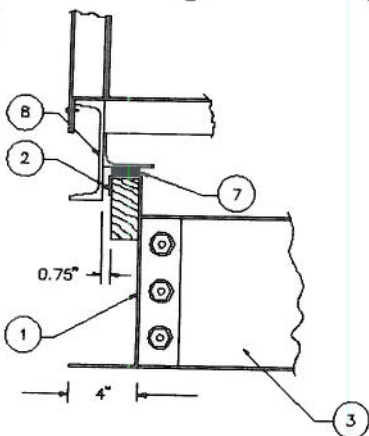
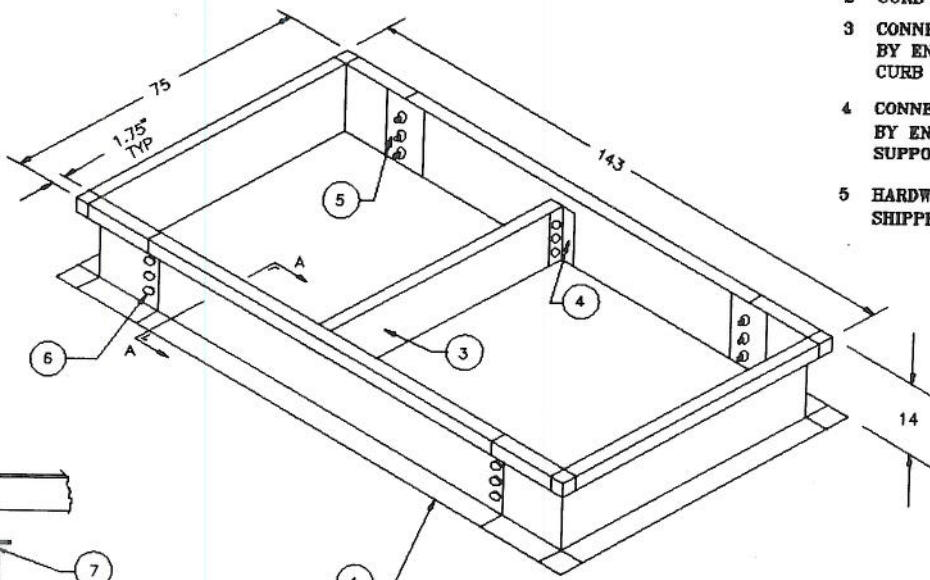
BY: J. LeBLANC

CURB DIMENSIONS UNIT #3



ASSEMBLY NOTES:

- 1 CURB ASSEMBLY AND INSTALLATION BY OTHERS.
- 2 CURB SHIPPED KNOCKED DOWN.
- 3 CONNECTION PLATES WELDED TO CURB BY ENEROUND, BOLTED TO ADJOURNING CURB BY OTHERS.
- 4 CONNECTION ANGLES WELDED TO CURB BY ENEROUND, BOLTED TO CROSS SUPPORTS BY OTHERS.
- 5 HARDWARE AND GASKET FOR ASSEMBLY SHIPPED LOOSE WITH CURB.



| | |
|---|--|
| 1 | CURB 8'-0" MAX. LENGTH. GALV CONSTRUCTION |
| 2 | NAILER TREATED WOOD, 2" x 4" |
| 3 | CROSS SUPPORTS - HEIGHT IS 2" LESS THAN CURB |
| 4 | CONNECTION ANGLE - WELDED TO CURB |
| 5 | CONNECTION PLATE - WELDED AND BOLTED TO CURB |
| 6 | HARDWARE - SHIPPED LOOSE |
| 7 | NEOPRENE GASKET - FOR CURB PERIMETER |
| 8 | ENEROUND UNIT - FOR REFERENCE ONLY |

Twin City Fan and Blower Company

Customer: BECKER CONTRACTORS LTD.

Fan ID: 222 AFPP

SP: 3

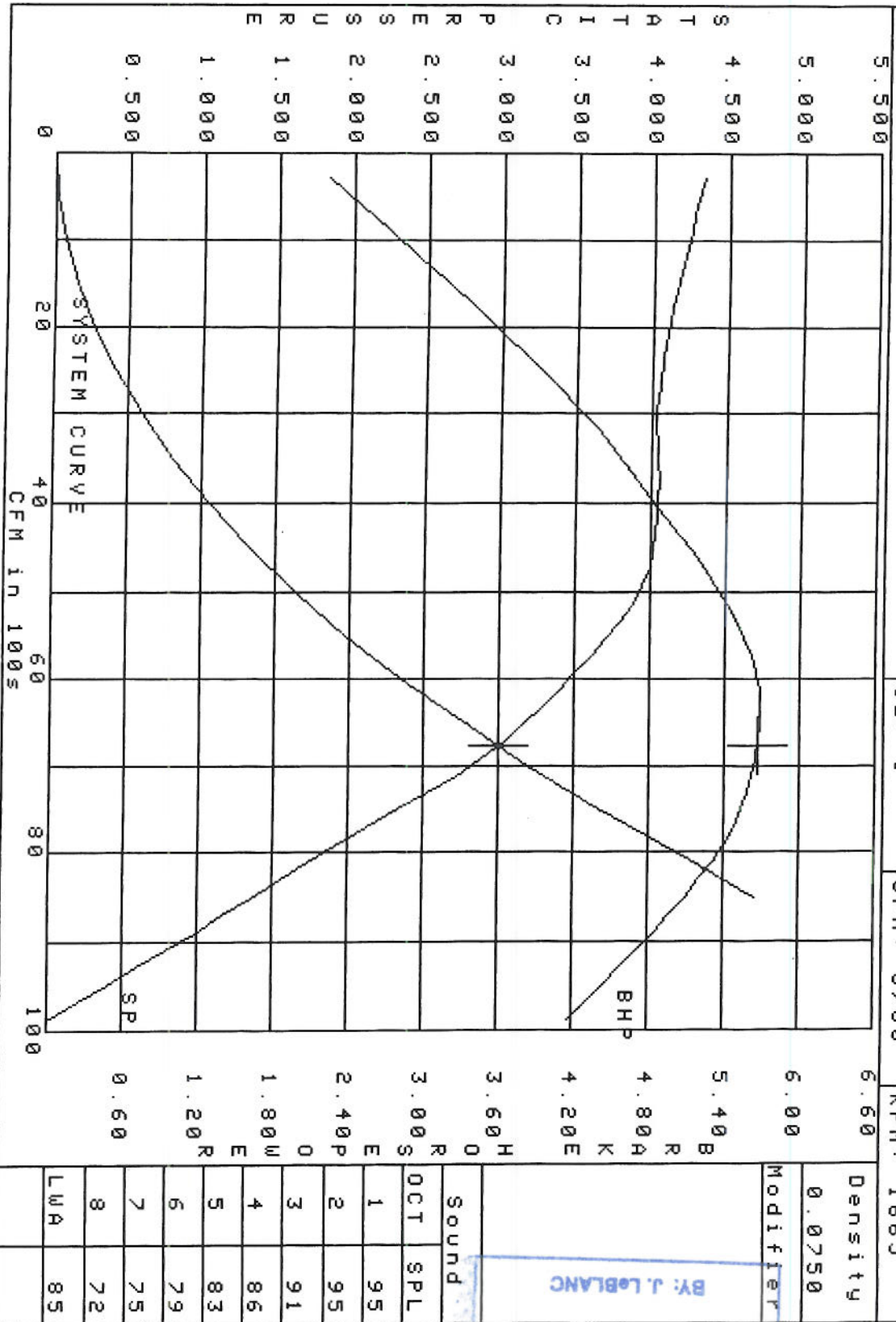
Tag: UNIT #3

BHP: 5.67

CL: I

CFM: 6780

RPM: 1665



Density
0.0750

Modifier

APPROVED FOR SUBMISSION
BECKER CONTRACTORS LTD.
BY: J. LOBLANC
JAN 17 1996

| Sound | OCT | SPL |
|-------|-----|-----|
| 1 | | 95 |
| 2 | | 95 |
| 3 | | 91 |
| 4 | | 86 |
| 5 | | 83 |
| 6 | | 79 |
| 7 | | 75 |
| 8 | | 72 |
| LWA | | 85 |

Job Name : AGRICULTURE CANADA
 Quote Number :
 System Id : UNIT #3
 Date : 01/03/96

Coil Information

Coil Type : AMIX
 Fin Material : Copper
 Coil Circuit : ---
 Tube Size : 5/8" x 0.035" wall

| Number | Tube | Casing | Nominal | Fins/ | Rows | Dry Wt |
|---------|------|---------|-------------|-------|------|--------|
| In Face | Face | Width | Tube Length | Inch | | lbs |
| 1 | 20 | 59-3/8" | 3'0 | 10.00 | 2 | 705 |

System Face Area : 13.75 sq ft
 Overall Heat Transfer Coeff. : 7.11 Btu/hr-ft²-F
 Log Mean Temperature Diff. : 190.0 F
 System Surface Area : 391.4 sq ft

Performance

Air Side

Elevation : 0 ft
 Standard Pressure : 29.92 in Hg
 Standard Airflow : 6780 cfm
 Entering Actual Airflow : 5888 cfm
 Leaving Actual Airflow : 6813 cfm
 Standard Face Velocity : 493 fpm
 Entering Dry Bulb Temperature : 0.0 F
 Entering Wet Bulb Temperature : ---
 Leaving Dry Bulb Temperature : 72.3 F
 Leaving Wet Bulb Temperature : ---
 Sensible Heat Load : 529.0 MBH
 Total Heat Load : 529.0 MBH
 Outside Surface Fouling : 0.00000 hr-ft²-F/Btu

Steam Side

Saturated Steam Pressure : 5.5 psig
 Saturated Steam Temperature : 228.4 F
 Condensate Rate : 551 lbs/hr
 Inside Surface Fouling : 0.00000 hr-ft²-F/Btu

Losses

Air Friction : 0.28 in wg

Notes

Coil selected will have 3" supply, 2-1/2" return connections.

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 SECKER CONTRACTORS LTD.

JAN 17 1996

BY: J. LeBLANC



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

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

IN1.2 Indemnification

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

IN1.3 Proof of Insurance

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

IN1.4 Insured

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

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

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

IN3 AUTOMOBILE INSURANCE

IN3.1 Scope of Policy

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

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

- 1) 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.



Appendix "H"

CONTRACT

CONTRACT

PURCHASING OFFICE

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

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

Comments

Vendor / Firm Name and Address

| | | |
|--|------|---------------|
| Title | | |
| Solicitation / Contract No. | | Date |
| Client Reference No. | | |
| File No. | | |
| Financial Code(s) <div style="text-align: right; margin-top: 10px;"> <input type="radio"/> GST <input type="radio"/> HST <input type="radio"/> QST </div> | | |
| F.O.B | | |
| Destination | | |
| Applicable Taxes | | |
| Included | | |
| Destination | | |
| Invoices - Original and two copies to be sent to : | | |
| Address Enquiries to: | | |
| Telephone No. | Ext. | Fax No. |
| Total Estimated Cost | | Currency Type |
| | | CAD |
| For the Minister <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Signature _____ Date _____ </div> | | |



FORMS

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

BID BOND

BOND NUMBER: _____

AMOUNT: _____

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

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

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

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

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

for _____

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

CERTIFICATE OF INSURANCE

To be completed by the Insurer

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

LABOUR AND MATERIAL PAYMENT BOND

BOND NUMBER: _____

AMOUNT: _____

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

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

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

SIGNED AND SEALED this _____ day of _____, 20__

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.

PERFORMANCE BOND

BOND NUMBER: _____

AMOUNT: _____

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.



T4-A CERTIFICATION

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

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

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

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

Corporate or unincorporated business or individual's name: _____

Street Name or Box #: _____

City, Town or Village: _____

Province: _____

Postal Code: _____

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

(a) If incorporated:

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

(b) If unincorporated:

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

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

(c) If individual:

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

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

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

Contractor's signature Title of Signatory Date