



# SPECIFICATIONS

**SOLICITATION #:** 22-58068

**BUILDING:** M-46,  
1200 Montreal Road,  
Ottawa, Ontario

**PROJECT:** M46 HVAC System Upgrade

**PROJECT #:** 5962

**Date:** October 2022



# **SPECIFICATION**

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## Construction Tender Form

### Project Identification      M46 HVAC System Upgrade

**Tender No.:**      22-58068

#### 1.2 **Business Name and Address of Tenderer**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Person(Print Name) \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

#### 1.3 **Offer**

I/We the Tenderer, hereby offer to His Majesty the King in Right of Canada (hereinafter referred to as "His Majesty") represented by the National Research Council Canada to perform and complete the work for the above named project in accordance with the Plans and Specifications and other Tender Documents, at the place and in the manner set out therein for the Total Tender Amount (to be expressed in numbers only) of: \$\_\_\_\_\_. \_\_\_\_\_ **in lawful money of Canada (excluding GST/HST)**

The above amount is inclusive of all applicable (\*) Federal, Provincial and Municipal taxes except that in the event of a change in any tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act, the Customs Tariff or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property, that occurs

- .1      after the date this tender was mailed or delivered, or
- .2      if this tender is revised, after the date of the last revision

the amount of this offer shall be decreased or decreased in the manner provided for in GC22 of the General Conditions of the Contract Documents.

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Finance and Procurement Services Branch	Direction des services financiers et d'approvisionnement

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### **1.3.1 Offer** (continued)

(\*) For the purpose of this tender, the Goods and Services Tax (GST) is not to be considered as an applicable tax.

In the province of Quebec, the Quebec Sales Tax is not to be included in the tender amount because the Federal Government is exempt from this tax. Tenderers shall make arrangements directly with the provincial Revenue Department to recover any tax they may pay on good and services acquired in the performance of this contract. However, tenderers should include in their tender amount Quebec Sales Tax for which an Input Tax Refund is not available.

### **1.4 Acceptance and Entry into Contract**

I/We undertake, within fourteen (14) days of notification of acceptance of my/our offer, to sign a contract for the performance of the work provided I/we are notified, by the Department, of the acceptance of my/our offer within 30 days of the tender closing date.

### **1.5 Construction Time**

I/We Agree to complete the work within the time stipulated in the specification from the date of notification of acceptance of my/our offer.

### **1.6 Bid Security**

I/We herewith enclose tender security in accordance with Article 5 of the General Instruction to Tenderers.

I/We understand that if a security deposit is furnished as tender security and if I/we refuse to enter into a contract when called upon to do so, my/our security deposit shall be forfeited but the Minister may, if it is in the public interest, waive the right of His Majesty to forfeit the security deposit.

I/We understand that if the security furnished is not in the approved form as described in Article 5 of the General Instructions to Tenderers, my/our tender is subject to disqualification.



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National Research Council      Conseil national de recherches  
Canada                              Canada

Finance and Procurement      Direction des services financiers  
Services Branch                    et d'approvisionnement

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**1.7      Contract Security**

Within fourteen (14) days after receipt of written notification of the acceptance of my/our offer, I/we will furnish contract security in accordance with the Contract Conditions "F" of the Contract Documents.

I/We understand that the contract security referred to herein, if provided in the form of a bill of exchange, will be deposited into the Consolidated Revenue Fund of Canada.

**1.8      Appendices**

This Tender Form includes Appendix No. \_\_\_\_\_N/A\_\_\_\_\_.

**1.9      Addenda**

The Total Tender Amount provides for the Work described in the following Addenda:

NUMBER	DATE	NUMBER	DATE

**(Tenderers shall enter numbers and dates of addenda)**

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Finance and Procurement Services Branch	Direction des services financiers et d'approvisionnement

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**1.10 Execution of Tender**

The Tenderer shall refer to Article 2 of the General Instructions to Tenderers.

**SIGNED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of  
\_\_\_\_\_ on behalf of**

\_\_\_\_\_  
(Type or print the business name of the Tenderer)

**AUTHORIZED SIGNATORY (IES)**

\_\_\_\_\_  
(Signature of Signatory)

\_\_\_\_\_  
(Print name & Title of Signatory)

\_\_\_\_\_  
(Signature of Signatory)

\_\_\_\_\_  
(Print name & Title of Signatory)

**SEAL**

## BUY AND SELL NOTICE

### M46 HVAC System Upgrade

The National Research Council Canada, 1200 Montreal Road Ottawa, has a requirement for a project that includes:

The proposed scope of work includes the upgrade of HVAC systems in Building M-46 located at the Montreal Road Campus of the National Research Council of Canada.

#### 1. GENERAL

Questions regarding any aspect of the project are to be addressed to and answered only by the Departmental Representative (or his designate) or the Contracting Authority.

Any information received other than from the Departmental Representative (or his designate) or the Contracting Authority will be disregarded when awarding the contract and during construction.

Firms intending to submit tenders on this project should obtain tender documents through the Buyandsell.gc.ca TMA services provider. Addenda, when issued, will be available from the Buyandsell.gc.ca TMA service provider. Firms that elect to base their bids on tender documents obtained from other sources do so at their own risk and will be solely responsible to inform the tender calling authority of their intention to bid. Tender packages are not available for distribution on the actual day of tender closing.

#### 2. MANDATORY SITE VISIT

It is mandatory that the bidder attends one of the site visits at the designated date and time. At least one representative from proponents that intend to bid must attend.

The site visits will be held on November 2<sup>nd</sup> and November 3<sup>rd</sup> 2022 at **10:00 am**. Meet Benoit Huot at Building M-46, Main Entrance, 1200 Montreal Road, Ottawa, ON. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their tenders, therefore, will be considered as non-responsive. **NO EXCEPTIONS WILL BE MADE.**

As proof of attendance, at the site visit, the Contracting Authority will have an Attendance Form which **MUST** be signed by the bidder's representative. It is the responsibility of all bidders to ensure they have signed the Mandatory Site Visit Attendance form prior to leaving the site. Proposals submitted by bidders who have not attended the site visit or failed to sign the Attendance Form will be deemed non-responsive.

#### 3. CLOSING DATE

Closing date is November 17<sup>th</sup>, 2022, 14:00

#### 4. TENDER RESULTS

Following the Tender closing, the tender results will be sent by email to all Contractors who submitted a tender.

#### 5. SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

## 5.1 MANDATORY SECURITY REQUIREMENT:

This procurement contains a mandatory security requirement as follows:

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Director (CISD), Public Works Government Services Canada.
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor must comply with the provisions of the:
  - a. Security Requirements Checklist attached at Appendix "D"
  - b. Industrial Security Manual (Latest Edition) available at: <https://www.tpsgc-pwgsc.gc.ca/esc-src/msi-ism/index-eng.html>

## 5.2 VERIFICATION OF SECURITY CLEARANCE AT BID CLOSING

1. The Bidder must hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), **TO BE INCLUDED WITH THEIR TENDER OR PROVIDED WITHIN 48 HOURS FROM THE DATE AND TIME OF TENDER CLOSING.** Verifications will be made through CISD to confirm the security clearance status of the Bidder. Failure to comply with this requirement will render the bid non-compliant and no further consideration will be given to the bid.
2. Within 72 hours of tender closing, the General Contractor must name all of his sub-contractors, each of whom must hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC, or any other Federal Department or Agency along with the names and birthdates or security clearance certificate numbers of all personnel who will be assigned to the project.
3. It is to be noted that any subcontractor required to perform any part of the work during the performance of the subsequent contract must also adhere to the mandatory security requirement of the contract. As well, no personnel without the required level of security will be allowed on site. It will be the responsibility of the successful bidder to ensure that the security requirement is met throughout the performance of the contract. The Crown will not be held liable or accountable for any delays or additional costs associated with the contractor's non-compliance to the mandatory security requirement. Failure to comply with the mandatory security requirement will be grounds for being declared in default of contract.
4. For any enquiries concerning the project security requirement during the bidding period, the Bidder/Tenderer must contact the Security Officer @ 613-993-8956.

## 6. WSIB (WORKPLACE SAFETY AND INSURANCE BOARD)

All Bidders must provide a valid WSIB certificate with their Tender or prior to contract award.

## 7. OFFICE OF THE PROCUREMENT OMBUDSMAN

1. Clause for solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding

the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information about OPO, including the available services, please visit the OPO website.

## 2. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 3. Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

The Departmental Representative or his designate for this project is: Benoit Huot  
[Benoit.Huot@nrc-cnrc.gc.ca](mailto:Benoit.Huot@nrc-cnrc.gc.ca)  
Telephone: (613) 808-3650

Contracting Authority for this project is: Collin Long  
[Collin.Long@nrc-cnrc.gc.ca](mailto:Collin.Long@nrc-cnrc.gc.ca)

## INSTRUCTIONS TO BIDDERS

### Article 1 – Receipt of Tender

- 1a) Tender must be received **by email only** not later than the specified tender closing time. Electronic bids received after the indicated closing time - NRC servers received time - will be irrevocably rejected. Bidders are urged to send their proposal sufficient time in advance of the closing time to prevent any technical issues. NRC will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time. Tenders received after this time are invalid and shall not be considered, regardless of any reason for their late arrival.
- 1b) A letter of printed telecommunication from a bidder quoting a price shall not be considered as a valid tender unless a formal tender has been received on the prescribed Tender Form.
- 1c) Bidders may amend their tenders by **email only** provided that such amendments are received not later than the specified tender closing time.
- 1d) Any amendments to the tender which are transmitted by **email only** must be signed and must clearly identify the tenderer.

All such amendments are to be addressed to:  
National Research Council of Canada  
Collin Long, Senior Contracting Officer

[Collin.Long@nrc-cnrc.gc.ca](mailto:Collin.Long@nrc-cnrc.gc.ca)

### Article 2 – Tender Form & Qualifications

- 1) All tenders must be submitted on the Construction Tender Form and the tender must be signed in compliance with the following requirements:
  - a) Limited Company: The full names of the Company and the name(s) and status of the authorized signing officer(s) must be printed in the space provided for that purpose. The signature(s) of the authorized officer(s) and the corporate seal must be affixed.
  - b) Partnership: The firm name and the name(s) of the person(s) signing must be printed in the space provided. One or more of the partners must sign in the presence of a witness who must also sign. An adhesive colored seal must be affixed beside each signature.
  - c) Sole Proprietorship: The business name and the name of the sole proprietor must be printed in the space provided. The sole proprietor must sign in the presence of a witness who must also sign. An adhesive coloured seal must be affixed beside each signature.
- 2) Any alterations in the printed part of the Construction Tender Form or failure to provide the information requested therein, may render the tender invalid.
- 3) All space in the Construction Tender Form must be completed and any handwritten or typewritten corrections to the parts so completed must be initialed immediately to the side of the corrections by the person or persons executing the tender on behalf of the tenderer.
- 4) Tenders must be based on the plans, specifications and tender documents provided.

- 5) A proposal submitted by a bidder who's Board of Directors or proprietor (s) are in majority the same as a former vendor who has declared bankruptcy while performing work for NRC over the last 7-years from the date of issuance of this RFP may be rejected and not eligible for award at NRC's sole discretion. In such case, NRC will advise the ineligible proponent(s).
- 6) A proposal submitted by a bidder who has had a previous contracts cancelled by NRC due to lack of performance within 3 years from the issuance date of this RFP may be rejected and not eligible for award at NRC's sole discretion. In such case, NRC will advise the ineligible proponent (s).
- 7) If there is discrepancy between the English version and the French version of this document and any of the attachments and amendments, the English version will takes precedence.

#### Article 3 - Contract

- 1) The Contractor will be required to sign a contract similar to the Standard Contract Form for Fixed Price Construction Contracts, a blank specimen of which is enclosed in the package for reference purposes.

#### Article 4 – Tender Destination

- 1a) Tenders are to be submitted **by email only**:  
National Research Council Canada

[Collin.Long@nrc-cnrc.gc.ca](mailto:Collin.Long@nrc-cnrc.gc.ca)

Endorsed "Tender for (insert title of work as it appears in the drawings and specifications)" and must bear the name and address of the tenderer.

- 1b) Unless otherwise specified, the only documents required to be submitted with the tender are the Tender form and the Bid Security.

#### Article 5 - Security

- 1a) Bid Security is required and must be submitted in one of the following forms:
  - i) bonds of the Government of Canada, or bonds unconditionally guaranteed as to principal and interest by the Government of Canada; **OR**
  - ii) a bid bond.
- 1b) Regardless of the Bid Security submitted, it should never be more than \$250,000 maximum, calculated at 10% of the first \$250,000 of the tendered price, plus 5% of any amount in excess of \$250,000.
- 1c) Bid Security shall accompany each tender or, if forwarded separately from the tender, shall be provided not later than the specified tender closing time. Bid bond or E-bond Security must be in the ORIGINAL form. PDF via email is acceptable. **FAILURE TO PROVIDE THE REQUIRED BID SECURITY SHALL INVALIDATE THE TENDER.**
- 1d) The successful tenderer is required to provide security within 14 days of receiving notice of tender acceptance. The tenderer must furnish EITHER:

- i) a Security Deposit as described in 1(b) above together with a Labour and Material Payment Bond in the amount of at least 50% of the amount payable under the contract, OR
  - ii) a Performance Bond and a Labour and Material Payment Bond – each in the amount of 50% of the amount payable under the contract.
- 1e) Bonds must be in an approved form and from the companies whose

bonds are acceptable to the Government of Canada. Samples of the approved form of Bid Bond, Performance Bond and Labour and Material Payment Bond and a list of acceptable Bonding Companies may be obtained from the Contracting Officer, National Research Council, Building M-58, Montreal Road, Ottawa, Ontario, K1A 0R6.

#### Article 7 – Sales Tax

- 1) The amount of the tender shall include all taxes as levied under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or the Customs Tariff, in force or applicable at the time.
- 1) In Quebec, the Provincial Sales Tax should not be included in the Tender Price as the Federal Government is exempt. Tenderers should contact the Provincial Revenue Minister to recover all taxes paid for goods and services rendered under this contract.

Tenderers must include in their Tender Price the amount of Provincial Sales Tax for which the exemption does not apply.

#### Article 8 – Examination of Site

- 1) All parties tendering shall examine the sites of the proposed work before sending in their tender and make themselves thoroughly acquainted with the same and obtain for themselves any and all information that may be necessary for the proper carrying out of the Contract. No after claim will be allowed or entertained for any work or material that may be requisite and necessary for the proper execution and completion of this Contract with the exception of that provided for under GC 35 in the General Conditions of the General Specification.

#### Article 9 – Discrepancies, Omissions, Etc.

- 1a) Bidders finding discrepancies in, or omissions from, drawings, specifications or other documents, or having any doubt as to the meaning or intent of any part thereof, should at once notify the Engineer who will send written instructions or explanation to all bidders.
- 1b) Neither the Engineer nor the Council will be responsible for oral instructions.
- 1c) Addenda or corrections issued during the time of the bidding shall be covered in the proposal. However, the contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work and made prior to the date of the contract.

#### Article 10 – No additional Payments for Increased Costs

- 1) The only other adjustments in the contract price allowed are those specified in the General Conditions of the General Specification. The contract price will not be amended for change in freight rates, exchange rates, wage rates or cost of materials, plant or services.



#### Article 11 – Awards

- 1a) The Council reserves the power and right to reject tenders received from parties who cannot show a reasonable acquaintance with and preparation for the proper performance of the class of work herein specified and shown on plans. Evidence of such competence must be furnished by the tenderers if required to do so.
- 1b) A tenderer may be required to furnish to the Contracting Office, National Research Council of Canada, Building M-58, 1200 Montreal Road, Ottawa, Ontario, K1A 0R6, Canada, unsigned copies of the insurance requirements as covered by the Insurance Conditions of the General Specification.
- 1c) The Council does not bind itself to accept the lowest or any tender.

#### Article 12 – Harmonized Sales Tax

- 1) The Harmonized Sales Tax (HST) which is now in effect shall be considered an applicable tax for the purpose of this tender. However, the bidder shall NOT include any amount in the bid price for said HST. The successful contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified for payment under the Contract in addition to the amount certified for payment under the Contract and will therefore not affect the Contract Price. The Contractor agrees to remit any HST collected or due to Revenue Canada.

## Non-resident contractors

RST guide 804

Published August 2006

ISBN: 1-4249-2007-8 (Print), **1-4249-2009-4 (PDF)**, **1-4249-2008-6 (HTML)**

## Publication Archived

**Notice to the reader: For Retail Sales Tax (RST)** – On July 1, 2010 the 13 per cent Harmonized Sales Tax (HST) took effect in Ontario replacing the existing provincial Retail Sales Tax (RST) and combining it with the federal Goods and Services Tax (GST). As a result, RST provisions described on this page and in other publications ended on June 30, 2010.

Effective July 1, 2010 this publication was archived for RST purposes **only**. Use caution when you refer to it, since it reflects the law in force for RST at the time it was released and may no longer apply.

- The information in this Guide explains the Retail Sales Tax (RST) responsibilities of a non-resident contractor who is awarded a construction contract to perform work in Ontario and their Ontario customers. Please note that this Guide replaces the previous version dated March 2001.

## Non-Resident Contractor Defined

A non-resident contractor is a contractor located outside Ontario who has been awarded a construction contract to perform work in Ontario, and who has not maintained a permanent place of business in Ontario continuously for twelve months immediately prior to signing the contract, or which is not a company incorporated under the laws of Ontario. A construction contract is a contract for the erection, remodelling or repair of a building or other structure on land.

A contractor is a person who is in the business of constructing, altering, repairing or improving real property and includes, but is not limited to,

1. a general contractor and subcontractor,
2. a carpenter, bricklayer, stonemason, electrician, plasterer, plumber, painter, decorator, paver, and bridge builder,
3. a sheet metal, tile and terrazzo, heating, air conditioning, insulation, ventilating, papering, road, roofing and cement contractor, who installs or incorporates items into real property. (See RST [Guide 206 - Real Property and Fixtures](#)).

## Registration and Guarantee Deposit

Non-resident contractors who are awarded a construction contract in Ontario are required to register with the Ministry of Finance (ministry), Centralized Programs Unit and post a guarantee equal to 4 per cent of the total of each Ontario contract. The guarantee can be paid in cash, by certified cheque (payable to the Minister of Finance), letter of credit or by a guarantee bond.

To register with the ministry and to obtain further information on posting a guarantee, contractors should contact the ministry's Centralized Programs Unit, 33 King Street West, PO Box 623, Oshawa, Ontario, L1H 8H7, toll-free 1 866 ONT-TAXS (1 866 668-8297) or fax to 905 435-3617.

Non-resident contractors who sell taxable goods on a supply only basis to Ontario customers, or provide taxable services in Ontario, may obtain a regular Vendor Permit to collect and remit RST on their sales. Non-resident contractors who have been issued a regular Vendor Permit must still register separately with the ministry and post a guarantee if they are awarded a construction contract in Ontario.

## Letter of Compliance

After receiving the guarantee, the ministry mails out two copies of a "letter of compliance" to the contractor certifying the Retail Sales Tax (RST) requirements have been met. Contractors must give a copy of the letter to their customers.

If a copy of the compliance letter is not provided, the customer must withhold 4 per cent of all amounts payable to the non resident contractor and pay the withheld amounts to the Minister of Finance (minister). Details relating to the contract should be sent along with the payments to the Centralized Programs Unit. Customers may give the minister a guarantee bond equal to 4 per cent of the total contract price instead of making the 4 per cent payments.

Note: Customers who do not follow these requirements may be held liable for 4 per cent of all amounts payable to the non resident contractor or any other amount that the Ministry deems to be the RST payable resulting from the performance of the contract.

## Calculation of RST

### ***Fair Value***

RST is payable on the "fair value" of materials, purchased or brought into Ontario, to be used for work performed in Ontario. "Fair value" includes:

- the purchase price in Canadian funds;
- all charges by the supplier for handling and delivery, and
- any federal customs duties and excise taxes paid (but not the federal Goods and Services Tax (GST)).

Contractors are also required to pay RST to Ontario suppliers on the purchase, rental or lease of taxable services, materials, machinery, or equipment.

### ***Machinery and Equipment - Leased***

If machinery or equipment is leased from a supplier outside Ontario and brought into the province, RST is payable on the lease payments for the period the machinery or equipment is in Ontario.

### ***Machinery and Equipment - Owned by Contractor***

If machinery or equipment is owned by the contractor, RST may be calculated in one of the following ways:

- a. If a contractor brings machinery and equipment into Ontario for less than 12 months' use, RST is to be calculated using the following formula:

$$1/36 \times \text{net book value at date of import} \times \text{number of months in Ontario} \times \text{tax rate}$$

For the purpose of this formula, RST is payable for each month or part of a month that the goods are in Ontario. A month is considered 31 consecutive days and a part month is considered more than 12 days. The RST payable is based on the number of days the machinery and equipment are located in Ontario and not the number of days the items are actually used.

Example: Equipment is brought into Ontario on March 28 and taken out on May 8. The items were in the province for 41 days. RST is payable on the first 31 days' temporary stay in Ontario vs. use of the equipment. Since the remainder (10 days) is not considered part of a month, no RST is payable on this portion.

- b. If, at the time the goods are brought into Ontario, it is expected that the machinery or equipment will be in Ontario for more than twelve months, contractors must pay Retail Sales Tax (RST) on the following basis:

net book value at date of import x tax rate

If, at the time of import, the length of time is not known, vendors may use the formula under (a). If they later find it necessary to keep the machinery and equipment in Ontario for more than 12 months, the RST paid under (a) may be deducted from the RST payable under (b).

Using formula (a) or (b) above, contractors will calculate and remit the RST payable on the return that is filed when the contract is finished.

(See Completion of Contract section)

## M a n u f a c t u r i n g   f o r   O w n   U s e

Contractors may need to manufacture items, such as doors and windows, for their construction contracts. Manufacturing is work done in a factory away from a construction site, or in a mobile unit or workshop that is on or near the construction site. Manufacturing occurs when raw materials are changed into manufactured goods for use in real property contracts.

Contractors are considered to be manufacturing contractors if they produce goods:

1. for their own use in real property contracts, and
2. the manufactured cost of the goods is more than \$50,000 a year.

(See RST Guide 401 - Manufacturing Contractors)

## C o n t r a c t s   w i t h   t h e   F e d e r a l   G o v e r n m e n t

Where a non-resident contractor enters into a construction contract with the federal government, for the construction of a building and/or the installation of equipment, the nature of the equipment will determine whether the contract should be let on a tax-included or tax excluded basis.

Contracts for the construction of a building and the installation of equipment that directly services that building (i.e., elevators, escalators, light fixtures, central heating and air conditioning, etc.) should be tendered on a tax -included basis. Contractors are the consumers of the materials used in fulfilling these contracts and must pay or account for RST on the materials used to complete the contracts. There is NO exemption just because the contract is with the federal government.

Contracts for the installation of equipment that becomes a fixture and does not directly service a building (i.e., material handling equipment, production machinery, communication equipment, training equipment) may be tendered on a tax-excluded basis. Contractors engaged in contracts of this nature are permitted to make tax exempt purchases of such equipment by issuing a valid Purchase Exemption Certificate (PEC) to their supplier. Only non-resident contractors who have registered with the ministry and posted a guarantee may issue a PEC.

## E x e m p t i o n s

Contractors may supply and install equipment or materials for certain customers that may be entitled to an exemption from RST (e.g., manufacturers, Indian band councils, farmers and diplomatic organizations). The equipment or materials, when installed, becomes real property if it is permanently attached to land, or a fixture if it is permanently attached to a building or real property structure. Since

contractors are liable for RST, they should contact the ministry to find out if the customer qualifies for exemption before tendering the contract on a tax-excluded basis.

## Status Indians, Indian Bands and Band Councils

Non-resident contractors may purchase building materials exempt from Retail Sales Tax (RST) for certain buildings and structures situated on reserves. The cost of such projects must be paid by the band council, and the buildings must provide a community service for the reserve. Contracts for the construction of an exempt community building project should be made on an RST-excluded basis. Non-resident contractors may purchase the materials exempt from RST by providing suppliers with a valid Purchase Exemption Certificate (PEC). As noted previously, only non-resident contractors who have registered with the ministry and posted a guarantee may issue a PEC. (See RST Guide [204 - Purchase Exemption Certificates](#)).

Non-resident contractors must pay RST on items purchased for incorporation into a building or structure built for individual status Indians on a reserve. (See RST [Guide 808 - Status Indians, Indian Bands and Band Councils](#)).

### Completion of Contract

When a contract is completed, non-resident contractors who were required to post a guarantee must complete a [Non-Resident Contractor Retail Sales Tax Return \[PDF - 92 KB\]](#) that is provided by the ministry.

If a contractor's guarantee was given in cash or by certified cheque, the amount of the deposit can be deducted from the RST liability owed by the contractor. If the liability is greater than the deposit, the amount remaining must be paid by the contractor. If the deposit is more than the liability, the contractor will receive a refund.

If a guarantee bond was posted instead of cash, the bond will be discharged once the RST liability is paid in full.

All returns are subject to audit.

### Legislative References

- Retail Sales Tax Act, Subsections 19(2) and 39(3)(4) and (5)
- Regulation 1012 under the Act, Subsections 15.3(1)(2)(5)(6) and (7)
- Regulation 1013 under the Act, Sections 1 and 3

### For More Information

The information contained in this publication is only a guideline. For more information, please contact the Ontario Ministry of Finance at 1 866 ONT-TAXS (1 866 668-8297) or visit our website at [ontario.ca/finance](http://ontario.ca/finance).

## **Acceptable Bonding Companies**

Published September 2010

The following is a list of insurance companies whose bonds may be accepted as security by the government.

### **1. Canadian Companies**

- ACE INA Insurance
- Allstate Insurance Company of Canada
- Ascentus Insurance Ltd. (Surety only)
- Aviva Insurance Company of Canada
- AXA Insurance (Canada)
- AXA Pacific Insurance Company
- Canadian Northern Shield Insurance Company
- Certas Direct Insurance Company (Surety only)
- Chartis Insurance Company of Canada (formerly AIG Commercial Insurance Company of Canada)
- Chubb Insurance Company of Canada
- Commonwealth Insurance Company
- Co-operators General Insurance Company
- CUMIS General Insurance Company
- The Dominion of Canada General Insurance Company
- Echelon General Insurance Company (Surety only)
- Economical Mutual Insurance Company
- Elite Insurance Company
- Everest Insurance Company of Canada
- Federated Insurance Company of Canada
- Federation Insurance Company of Canada
- Gore Mutual Insurance Company
- Grain Insurance and Guarantee Company
- The Guarantee Company of North America
- Industrial Alliance Pacific General Insurance Corporation
- Intact Insurance Company
- Jevco Insurance Company (Surety only)
- Lombard General Insurance Company of Canada
- Lombard Insurance Company
- Markel Insurance Company of Canada
- The Missisquoi Insurance Company
- The Nordic Insurance Company of Canada
- The North Waterloo Farmers Mutual Insurance Company (Fidelity only)
- Novex Insurance Company (Fidelity only)
- The Personal Insurance Company
- Pilot Insurance Company
- Quebec Assurance Company
- Royal & Sun Alliance Insurance Company of Canada
- Saskatchewan Mutual Insurance Company
- Scottish & York Insurance Co. Limited
- The Sovereign General Insurance Company
- TD General Insurance Company
- Temple Insurance Company
- Traders General Insurance Company

- Travelers Guarantee Company of Canada
- Trisura Guarantee Insurance Company
- The Wawanesa Mutual Insurance Company
- Waterloo Insurance Company
- Western Assurance Company
- Western Surety Company

## 2. Provincial Companies

Surety bonds issued by the following companies may be accepted provided that the contract of suretyship was executed in a province in which the company is licensed to do business as indicated in brackets.

- AXA Boreal Insurance Company (P.E.I., N.B., Que., Ont., Man., B.C.)
- AXA Boreal Insurance Company (P.E.I., N.B., Que., Ont., Man., B.C.)
- ALPHA, Compagnie d'Assurances Inc. (Que.)
- Canada West Insurance Company (Ont., Man., Sask, Alta., B.C., N.W.T.) (Surety only)
- The Canadian Union Assurance Company (Que.)
- La Capitale General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., Que.(Surety only), Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- Coachman Insurance Company (Ont.)
- Continental Casualty Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- GCAN Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- The Insurance Company of Prince Edward Island (N.S., P.E.I., N.B.)
- Kingsway General Insurance Company (N.S., N.B., Que., Ont., Man., Sask., Alta., and B.C.)
- Liberty Mutual Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- Manitoba Public Insurance Corporation (Man.)
- Norgroupe Assurance Générales Inc.
- Orleans General Insurance Company (N.B., Que., Ont.)
- Saskatchewan Government Insurance Office (Sask.)
- SGI CANADA Insurance Services Ltd. (Ont., Man., Sask., Alta.)
- L'Unique General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., N.B., Que.(Surety only), Ont.(Surety only), Man., Sask., Alta., B.C.(Surety only), Nun., N.W.T., Yuk.)

## 3. Foreign Companies

- Aspen Insurance UK Limited
- Compagnie Française d'Assurance pour le Commerce Extérieur (Fidelity only)
- Eagle Star Insurance Company Limited
- Ecclesiastical Insurance Office Public Limited Company (Fidelity only)
- Lloyd's Underwriters
- Mitsui Sumitomo Insurance Company, Limited
- NIPPONKOA Insurance Company, Limited
- Sompo Japan Insurance Inc.
- Tokio Marine & Nichido Fire Insurance Co., Ltd.
- XL Insurance Company Limited (Surety only)
- Zurich Insurance Company Ltd

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## Articles of Agreement

Standard Construction Contract – Articles of Agreement  
(23/01/2002)

- A1 Contract Documents
- A2 Date of Completion of Work and Description of Work
- A3 Contract Amount
- A4 Contractor's Address
- A5 Unit Price Table



---

## Articles of Agreement

**These Articles of Agreement** made in duplicate this      day of      .

Between

**His Majesty the King**, in right of Canada (referred to in the contract documents as “His Majesty”) represented by the National Research Council Canada (referred to in the contract documents as the “Council”)

and

(referred to in the contract documents as the “Contractor”)

Witness that in consideration for the mutual promises and obligations contained in the contract, Her Majesty and the Contractor covenant and agree as follows:

A1      Contract Documents

**(23/01/2002)**

- 1.1      Subject to A1.4 and A1.5, the documents forming the contract between His Majesty and the Contractor, referred to herein as the contract documents, are
  - 1.1.1    these Articles of Agreement,
  - 1.1.2    the document attached hereto, marked “A” and entitled “Plans and Specifications”, referred to herein as the Plans and Specifications,
  - 1.1.3    the document attached hereto, marked “B” and entitled “Terms of Payment”, referred to herein as the Terms of Payment,
  - 1.1.4    the document attached hereto, marked “C” and entitled “General Conditions”, referred to herein as the General Conditions,
  - 1.1.5    the document attached hereto, marked “D” and entitled “Labour Conditions”, referred to herein as the Labour Conditions,
  - 1.1.6    the document attached hereto, marked “E” and entitled “Insurance Conditions”, referred to herein as the Insurance Conditions,
  - 1.1.7    the document attached hereto, marked “F” and entitled “Contract Security Conditions”, referred to herein as the Contract Security Conditions, and
  - 1.1.8    any amendment or variation of the contract documents that is made in accordance with the General Conditions.
  - 1.1.9    the document entitled Fair Wage Schedules for Federal Construction Contracts referred to herein as Fair Wage Schedules
  - 1.1.10

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## Articles of Agreement

The Council hereby designates \_\_\_\_\_ of \_\_\_\_\_ of the Government of Canada as the Engineer for the purposes of the contract, and for all purposes of or incidental to the contract, the Engineer's address shall be deemed to be:

### 1.2 In the contract

1.3.1 "Fixed Price Arrangement" means that part of the contract that prescribes a lump sum as payment for performance of the work to which it relates; and

1.3.2 "Unit Price Arrangement" means that part of the contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the work to which it relates.

1.3 Any of the 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 Fixed Price Arrangement is applicable.

1.4 Any of the provisions of the contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the work to which a Unit Price Arrangement is applicable.

### A2 Date of Completion of Work and Description of Work

**(23/01/2002)**

2.1 The contractor shall, between the date of these Articles of Agreement and the \_\_\_\_\_, \_\_\_\_\_, in the careful and workmanlike manner, diligently perform and complete the following work:

which work is more particularly described in the Plans and Specifications.

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## Articles of Agreement

### A3 Contract Amount

**(23/01/2002)**

- 3.1 Subject to any increase, decrease, deduction, reduction or set-off that may be made under the Contract, His Majesty shall pay the Contractor at the times and in the manner that is set out or referred to in the Terms of Payment
- 3.1.1 the sum of \_\_\_\_\_ (GST/HST extra), in consideration for the performance of the work or the part thereof that is subject to Fixed Price Arrangement, and
- 3.1.2 a sum that is equal to the aggregate of the products of the number of units of Measurement of each class of labour, plant and material that is set out in a Final Certificate of Measurement referred to in GC44.8 multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the work or the part thereof that is subject to a Unit Price Arrangement.
- 3.2 For the information and guidance of the Contractor and the persons administering the contract on behalf of His Majesty, but not so as to constitute a warranty , representation or undertaking of any nature by either party, it is estimated that the total amount payable by His Majesty to the Contractor for the part of the work to which a Unit Price Arrangement is applicable will be approximately \$N/A
- 3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.
- 3.4 A3.1.2 and A3.2 applicable only to a Unit Price Arrangement.

### A4 Contractor's Address

**(23/01/2002)**

- 4.1 For all purposes of or incidental to the contract, the Contractor's address shall be deemed to be:

**Articles of Agreement**

A5 Unit Price Table

(23/01/2002)

5.1 His Majesty and the Contractor agree that the following table is the Unit Price Table for the purposes of the contract.

<b>Column 1</b> Item	<b>Column 2</b> Class of Labour Plant  Or Material	<b>Column 3</b> Unit of Measurement	<b>Column 4</b> Estimated Total Quantity	<b>Column 5</b> Price per Unit	<b>Column 6</b> Estimated Total Price
		N/A			

5.2 The Unit Price Table that is set out in A5.1 designates the part of the work to which a Unit Price Arrangement is applicable.

5.3 The part of the work that is not designated in the Unit Price Table referred to in A5.2 is the part of the work to which a Fixed Price Arrangement is applicable.

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**Articles of Agreement**

Signed on behalf of His Majesty by

\_\_\_\_\_

as Senior Contracting Officer

and \_\_\_\_\_

as \_\_\_\_\_

of the **National Research Council Canada**

on the \_\_\_\_\_

day of \_\_\_\_\_

Signed, sealed and delivered by

\_\_\_\_\_

as \_\_\_\_\_ and  
Position

by \_\_\_\_\_

as \_\_\_\_\_  
Position

of

on the \_\_\_\_\_

day of \_\_\_\_\_

**Seal**

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**END OF TABLE**

**1. SCOPE OF WORK**

- .1 Work under this contract covers the upgrade of HVAC systems in the Council's Building M-46 of the National Research Council.

**2. DRAWINGS**

- .1 The following drawings illustrate the work and form part of the contract documents:

5962-A01E

5962-M01E

5962-E01E

**3. COMPLETION**

- .1 Complete all work before March 31, 2023 within the following on-site construction windows,
- .1 Contractor shall carry out all the preparation work on the roof before December 23, 2022.
- .2 All other on-site work will be carried out between February 20 and March 3, 2023.

**4. GENERAL**

- .1 The word "provide" in this Specification means to supply and install.
- .2 Provide items mentioned in either the drawings or the specification.

**5. SPECIFIED ACCEPTABLE & ALTERNATIVE EQUIPMENT & MATERIALS**

- .1 Materials and equipment scheduled and/or specified on the drawings or in the specifications have been selected to establish a performance and quality standard. In most cases, acceptable manufacturers are stated for any material or equipment specified by manufacturer's name and model number. Contractors may base their tender price on materials and equipment supplied by any of the manufacturers' names as acceptable for the particular material or equipment.
- .2 In addition to the manufacturers specified or named as acceptable, you may propose alternative manufacturers of materials or equipment to the Departmental Representative for acceptance. For a product to be considered as an alternative product substitute, make a written application to the Departmental Representative during the tender period, not later than seven (7) working days before tender closing.
- .3 Certify in writing that the alternative meets all requirements of the specified material or equipment. In addition, it shall be understood that all costs required by or as a result of acceptance or proposed alternatives, will be borne by the Contractor.
- .4 Approval of alternatives will be signified by issue of an Addendum to the Tender Documents.

- .5 Any alternative manufacturers or materials submitted which are incomplete and cannot be evaluated, or are later than seven (7) working days before tender closing date or after the tender period, will not be considered.

**6. MINIMUM STANDARDS**

- .1 Conform to or exceed minimum acceptable standards of the various applicable federal, provincial and municipal codes such as The National Building Code, The National Fire Code, Canadian Plumbing Code, Canadian Electrical Code, Canadian Code for Construction Safety and the Provincial Construction Safety Act.
- .2 Work to conform to referenced standards and codes as reaffirmed or revised to date of specification.

**7. WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS)**

- .1 The General Contractor shall comply with Federal and Provincial legislation regarding the WHMIS. The Contractor's responsibilities include, but are not limited to the following:
  - .1 To ensure that any controlled product brought on site by the Contractor or sub-contractor is labeled;
  - .2 To make available to the workers and the Departmental Representative, Material Safety Data Sheets (MSDS) for these controlled products;
  - .3 To train own workers about WHMIS, and about the controlled products that they use on site;
  - .4 To inform other Contractors, sub-contractors, the Departmental Representative, authorized visitors and outside inspection agency personnel about the presence and use of such products on the site.
  - .5 The site foreman or superintendent must be able to demonstrate, to the satisfaction of the Departmental Representative, that he/she has had WHMIS training and is knowledgeable in its requirements. The Departmental Representative can require replacement of this person if this condition or implementation of WHMIS is not satisfactory

**8. REQUIREMENTS OF BILL 208, SECTION 18(a)**

- .1 Under the requirements of Bill 208 of the Ontario Ministry of Labour Occupational Health & Safety Act, the following designated substances may be encountered while performing the work described in these contract documents, project specific Designated Substance Report is attached.
  - .1 Acrylonitrile, Isocyanates, Arsenic, Lead, Asbestos, Mercury, Benzene, Silica, Coke Oven Emissions, Vinyl Chloride, and Ethylene Oxide
    - .1 It is the responsibility of the General Contractor to ensure that each prospective sub-contractor for this project has received a copy of the above list.
    - .2 Refer to project DSR.



**9. COST BREAKDOWN**

- .1 Submit, for approval by the Departmental Representative, a cost breakdown of tender 72 hours after the contract is awarded.
- .2 Use the approved cost breakdown as the basis for submitting all claims.
- .3 Request Departmental Representative's verbal approval to amount of claim prior to preparing and submitting the claim in its final form.
- .4 Contractor costs associated with compliance with occupational health and safety requirements (Canada Labour Code) related to the Coronavirus/COVID-19 pandemic must be included in the initial bid price. These costs may include, but are not limited to, the provision of additional personal protective equipment (PPE) and social distancing requirements as required to complete the project. Contractor must review and incorporate into initial bid pricing compliance with any Coronavirus/COVID-19 related health and safety guidance issued by the local Medical Officer of Health (applicable in the jurisdiction of the project), the Public Health Agency of Canada, Health Canada and/or the provincial Ministry of Health, as applicable.

**10. SUB-TRADES**

- .1 Submit no later than 72 hours after tender closing, a complete list of sub trades for the Departmental Representative's review.

**11. PERSONNEL SECURITY AND IDENTIFICATION**

- .1 All persons employed by the Contractor, or by any sub-contractor and present on the site must be security cleared in accordance with the requirements of the Section entitled Special Instructions to Tenderers.
- .2 All such persons must wear and keep visible identification badges as issued by the Security Office of NRC.

**12. WORKING HOURS AND SECURITY**

- .1 Normal working hours on the NRC property are from 8:00 a.m. until 4:30 p.m., Monday to Friday inclusive, except statutory holidays.
- .2 At all other times, special written passes are required for access to the building site.
- ⇒ Before scheduling any work outside normal working hours, obtain permission from the Departmental Representative to perform the specific tasks.
- .4 An escort may be required whenever working outside normal hours. Contractor to bear the associated costs.

**13. SCHEDULE**

- .1 The Contractor shall prepare a detailed schedule, fixing the date for commencement and completion of the various parts of the work and update the said schedule. Such schedule shall be

made available to the Departmental Representative not later than two weeks after the award of the contract and prior to commencement of any work on site.

- .2 Notify Departmental Representative in writing of any changes in the schedule.
- .3 Seven (7) days before the scheduled completion date, arrange to do an interim inspection with the Departmental Representative.

**14. PROJECT MEETINGS**

- .1 Hold regular project meetings at times and locations approved by the Departmental Representative.
- .2 Notify all parties concerned of meetings to ensure proper coordination of work.
- .3 Departmental Representative will set times for project meetings and assumes responsibility for recording and distributing minutes.

**15. SHOP DRAWINGS**

- .1 Submit to Departmental Representative for review, shop drawings, product data and samples specified within two (2) weeks after contract award.
- .2 Submit to Departmental Representative for review a complete list of all shop drawings, product data and samples specified and written confirmation of corresponding delivery dates within one (1) week after shop drawings, product data and samples approval date. This list shall be updated on a bi-weekly basis and any changes to the list shall be immediately notified in writing to the Departmental Representative.
- .3 Review shop drawings, data sheets and samples prior to submission.
- .4 Submit one (1) electronic copy of all shop drawings and product data and samples for review, unless otherwise specified.
- .5 Review of shop drawings and product data by the Departmental Representative does not relieve the Contractor of the responsibility for errors and omissions and for the conformity with contract documents.

**16. SAMPLES AND MOCK-UPS**

- .1 Submit samples in sizes and quantities as specified.
- .2 Where colour, pattern or texture is criterion, submit full range of samples.
- .3 Construct field samples and mock-ups at locations acceptable to Departmental Representative.
- .4 Reviewed samples or mock-ups will become standards of workmanship and material against which installed work will be checked on the project.

**17. MATERIALS AND WORKMANSHIP**

- .1 Install only new materials on this project unless specifically noted otherwise.
- .2 Only first class workmanship will be accepted, not only with regard to safety, efficiency, durability, but also with regard to neatness of detail and performance.

**18. WORK & MATERIALS SUPPLIED BY OWNER**

- .1 Work and materials not included in this contract are described on drawings and in this specification.
- .2 Deliver to a storage place, as directed by the Departmental Representative, all materials returned to the Owner.
- .3 Unless otherwise specified, accept owner-supplied materials at their storage location and provide all transportation as required.
- .4 General Contractor's duties:
  - .1 Unload at site.
  - .2 Promptly inspect products and report damaged or defective items.
  - .3 Give written notification to the Departmental Representative for items accepted in good order.
  - .4 Handle at site, including uncrating and storage.
  - .5 Repair or replace items damaged on site.
  - .6 Install, connect finished products as specified.

**19. SITE ACCESS**

- .1 Make prior arrangements with the Departmental Representative before starting work or moving materials and equipment on site.
- .2 Obtain approval of Departmental Representative for regular means of access during the construction period.
- .3 Obtain approval of Departmental Representative before temporarily suspending operations on site; before returning to the site and before leaving the site at the end of the job.
- .4 Provide and maintain access to site.
- .5 Build and maintain temporary roads and provide snow removal during period of work.
- .6 Provide snow clearing and removal as required during the contract period.
- .7 Make good any damage and clean up dirt, debris, etc., resulting from Contractor's use of existing roads.

**20. USE OF SITE**

- .1 Restrict operations on the site to the areas approved by the Departmental Representative
- .2 Locate all temporary structures, equipment, storage, etc., to the designated areas.
- .3 Restrict parking to the designated areas.

**21. ACCEPTANCE OF SITE**

- .1 Inspect the site before commencing work, review any unexpected conditions with the Departmental Representative.
- .2 Commencement of work will imply acceptance of existing conditions.

**22. SITE OFFICE & TELEPHONE**

- .1 Contractor to erect a temporary site office at his own expense.
- .2 Install and maintain a telephone, if necessary.
- .3 Use of NRC phones is not permitted unless in the case of an emergency.

**23. SANITARY FACILITIES**

- .1 Provide sanitary facilities, and bear all associated costs.

**24. TEMPORARY SERVICES**

- .1 A source of temporary power will be made available in the area. Bear all costs to make connections to the power source and perform distribution on site.
- .2 Provide all load centres, breakers, conduit, wiring, disconnects, extension cords, transformers, as required from the source of power.
- .3 Power is to be used only for power tools, lighting, controls, motors, and not for space heating.
- .4 A source of temporary water will be made available if required.
- .5 Bear all costs associated with distributing the water to the required locations.
- .6 Comply with NRC requirements when connecting to existing systems in accordance with the articles entitled "Co-operation" and "Service Interruptions" of this section.

**25. DOCUMENTS REQUIRED AT WORK SITE**

- .1 The Contractor shall keep on the site, one (1) up-to-date copy of all contract documents, including specifications, drawings, addenda, shop drawings, change notices, schedule and any reports or bulletins pertaining to the work, in good order, available to the Departmental Representative and to his / her representatives at all times.

- .2 At least one (1) copy of specifications and drawings shall be marked by the Contractor to show all work "As Built" and shall be provided to the Departmental Representative with the Application for Payment and for the Final Certificate of Completion.

**26. CO-OPERATION**

- .1 Co-operate with NRC staff in order to keep disruption of normal research work to an absolute minimum.
- .2 Work out in advance, a schedule for all work which might disrupt normal work in the building.
- .3 Have schedule approved by the Departmental Representative.
- .4 Notify the Departmental Representative in writing, 72 hours prior to any intended interruption of facilities, areas, corridors, mechanical or electrical services and obtain requisite permission.

**27. PROTECTION AND WARNING NOTICES**

- .1 Provide all materials required to protect existing equipment.
- .2 Erect dust barriers to prevent dust and debris from spreading through the building.
- .3 Place dust protection in the form of cover sheets over equipment and furniture and tape these sheets to floors, to ensure no dust infiltration.
- .4 Repair or replace any and all damage to Owner's property caused during construction, at no cost to the Owner and to the satisfaction of the Departmental Representative.
- .5 Protect the buildings, roads, lawns, services, etc. from damage which might occur as a result of this work.
- .6 Plan and co-ordinate the work to protect the buildings from the leakage of water, dust, etc.
- .7 Ensure that all doors, windows, etc., that could allow transfer of dust, noise, fumes, etc., to other areas of the building are kept closed.
- .8 Be responsible for security of all areas affected by the work under the Contract until acceptance by NRC. Take all necessary precautions to prevent entry to the work area by unauthorized persons and guard against theft, fire and damage by any cause. Secure working area at the end of each day's work and be responsible for same.
- .9 Provide and maintain adequate safety barricades around the work sites to protect NRC personnel and the public from injury during the construction.
- .10 Post warnings, in all instances where possible injury could occur such as Work Overhead, Hard Hat Areas, etc. or as required by the Departmental Representative.
- .11 Provide temporary protective enclosures over building entrances and exits to protect pedestrians. All enclosures to be structurally sound against weather and falling debris.

**28. BILINGUALISM**

- .1 Ensure that all signs, notices, etc. are posted in both official languages.
- .2 Ensure that all identification of services called for by under this contract are bilingual.

**29. LAYOUT OF WORK**

- .1 Location of equipment, fixtures, outlets and openings indicated on drawings 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 the manufacturer's recommendations for safety, access and maintenance.
- .3 Employ competent person to lay out work in accordance with the contract documents.

**30. DISCREPANCIES & INTERFERENCES**

- .1 Prior to the start of the work, examine drawings and specifications. Report at once to the Departmental Representative, any defects, discrepancies, omissions or interferences affecting the work.
- .2 Contractor to immediately inform the Departmental Representative in writing, of any discrepancies between the plans and the physical conditions so the Departmental Representative may promptly verify same.
- .3 Any work done after such a discovery, until authorized, is at the Contractor's risk.
- .4 Where minor interferences as determined by the Departmental Representative are encountered on the job and they have not been pointed out on the original tender or on the plans and specifications, provide offsets, bends or reroute the services to suit job conditions at no extra cost.
- .5 Arrange all work so as not to interfere in any way with other work being carried out.

**31. MANUFACTURER'S INSTRUCTIONS**

- .1 Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- .2 Notify the Departmental Representative in writing of any conflict between these specifications and manufacturer's instruction. Departmental Representative will designate which document is to be followed.

**32. TEMPORARY HEATING AND VENTILATING**

- .1 Bear the costs of temporary heat and ventilation during construction including costs of installation, fuel, operation, maintenance, and removal of equipment.

- .2 Use of direct-fired heaters discharging waste products into the work areas will not be permitted unless prior approval is given by the Departmental Representative.
- .3 Furnish and install temporary heat and ventilation in enclosed areas as required to:
  - .1 Facilitate progress of work.
  - .2 Protect work and products against dampness and cold.
  - .3 Reduce moisture condensation on surfaces to an acceptable level.
  - .4 Provide ambient temperature and humidity levels for storage, installation and curing of materials.
  - .5 Provide adequate ventilation to meet health regulations for a safe working environment.
- .4 Maintain minimum temperature of 10°C (50°F) or higher where specified as soon as finishing work is commenced and maintain until acceptance by the Departmental Representative.
  - .1 Maintain ambient temperature and humidity levels as required for comfort of NRC personnel.
- .5 Prevent hazardous or unhealthy accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction including also, storage areas and sanitary facilities.
  - .1 Dispose of exhaust materials in a manner that will not result in a harmful or unhealthy exposure to persons.
- .6 Maintain strict supervision of operation of temporary heating and ventilating equipment.
  - .1 Enforce conformance with applicable codes and standards.
  - .2 Comply with instructions of the Departmental Representative including provision of full-time watchman services when directed.
  - .3 Enforce safe practices.
  - .4 Vent direct-fired combustion units to outside.
- .7 Submit tenders assuming existing or new equipment and systems will not be used for temporary heating and ventilating.
- .8 After award of contract, Departmental Representative may permit use of the permanent system providing agreement can be reached on:
  - .1 Conditions of use, special equipment, protection, maintenance, and replacement of filters.
  - .2 Methods of ensuring that heating medium will not be wasted and in the case of steam, agreement on what is to be done with the condensate.
  - .3 Saving on contract price.
  - .4 Provisions relating to guarantees on equipment.

### **33. CONNECTIONS TO AND INTERRUPTIONS TO EXISTING SERVICES**

- .1 Where work involves breaking into or connecting to existing services, carry out work at times and in the manner agreed to by the Departmental Representative and by authorities having

jurisdiction, with minimum disruption to NRC Personnel and vehicular traffic and minimum service interruption. Do not operate any NRC equipment or plant.

- .2 Before commencing work, establish location and extent of service lines in area of work and notify Departmental Representative of findings.
- .3 Submit a schedule to and obtain approval from the Departmental Representative for any shut-down or closure of active service or facility; allow minimum 72 hours notice. Adhere to approved schedule and provide notice to the Departmental Representative.
- .4 Where unknown services are encountered, immediately advise Departmental Representative and confirm findings in writing.
- .5 Provide detours, bridges, alternate feeds, etc., as required to minimize disruptions.
- .6 Protect existing services as required and immediately make repairs if damage occurs.
- .7 Remove any abandoned service lines as indicated on the contract documents and as approved by the Departmental Representative; cap or otherwise seal lines at cut-off points. Record and provide a copy to the Departmental Representative of locations of maintained, re-routed and abandoned service lines.

#### **34. CUTTING AND PATCHING**

- .1 Cut existing surfaces as required to accommodate new work.
- .2 Remove all items as shown or specified.
- .3 Patch and make good with identical materials, the surfaces that have been disturbed, cut or damaged, to the satisfaction of the Departmental Representative.
- .4 Where new pipes pass through existing construction, core drill an opening. Size openings to leave 12mm (1/2") clearance around the pipes or pipe insulation. Do not drill or cut any surface without the approval of the Departmental Representative.
- .5 Obtain written approval of the Departmental Representative before cutting openings through existing or new structural members.
- .6 Seal all openings where cables, conduits or pipes pass through walls with an acoustic sealant conforming to CAN/CGSB-19.21-M87.
- .7 Where cables, conduits and pipes pass through fire rated walls and floors, pack space between with compressed glass fibres and seal with fire stop caulking in accordance with CAN/CGSB-19.13-M87 AND NBC 3.1.7.

#### **35. FASTENING DEVICES**

- .1 Do not use explosive actuated tools, without first obtaining permission from the Departmental Representative.



- .2 Comply with the requirements of CSA A-166 (Safety Code for Explosive Actuated Tools).
- .3 Do not use any kind of impact or percussion tool without first obtaining permission from the Departmental Representative.

**36. OVERLOADING**

- .1 Ensure that no part of the building or work is subjected to a load which will endanger safety or cause permanent deformation or structural damage.

**37. DRAINAGE**

- .1 Provide temporary drainage and pumping as required to keep excavations and site free of water.

**38. ENCLOSURE OF STRUCTURES**

- .1 Construct and maintain all temporary enclosures as required to protect foundations, sub-soil, concrete, masonry, etc., from frost penetration or damage.
- .2 Maintain in place until all chances of damage are over and proper curing has taken place.
- .3 Provide temporary weather tight enclosures for exterior openings until permanent sash and glazing and exterior doors are installed.
- .4 Provide lockable enclosures as required to maintain the security of NRC facilities and be responsible for the same.
- .5 Provide keys to NRC security personnel when required.
- .6 Lay out the work carefully and accurately and verify all dimensions and be responsible for them. Locate and preserve general reference points.
- .7 Throughout the course of construction, keep continuously acquainted with field conditions, and the work being developed by all trades involved in the project. Maintain an awareness of responsibility to avoid space conflict with other trades.
- .8 Conceal all services, piping, wiring, ductwork, etc., in floors, walls or ceilings except where indicated otherwise.

**39. STORAGE**

- .1 Provide storage as required to protect all tools, materials, etc., from damage or theft and be responsible for the same.
- .2 Do not store flammable or explosive materials on site without the authorization of the Departmental Representative.

**40. GENERAL REVIEW**

- .1 Periodic review of the Contractor's work by the Departmental Representative does not relieve the Contractor of the responsibility of making the work in accordance with contract documents. Contractor shall carry out his own quality control to ensure that the construction work is in accordance with contract documents.
- .2 Inform the Departmental Representative of any impediments to the installation and obtain his / her approval for actual location.

**41. INSPECTION OF BURIED OR CONCEALED SERVICES**

- .1 Prior to concealing any services that are installed, ensure that all inspection bodies concerned, including NRC, have inspected the work and have witnessed all tests. Failure to do so may result in exposing the services again at the Contractor's expense.

**42. TESTING**

- .1 On completion, or as required by local authority inspectors and/or Departmental Representative during progress of work and before any services are covered up and flushing is complete, test all installations in the presence of the Departmental Representative.
- .2 Obtain and hand to the Departmental Representative all acceptance certificates or test reports from authority having jurisdiction. The project will be considered incomplete without the same.

**43. PARTIAL OCCUPANCY**

- .1 NRC may request partial occupancy of the facility if the contract extends beyond the expected completion date.
- .2 Do not restrict access to the building, routes, and services.
- .3 Do not encumber the site with materials or equipment.

**44. DISPOSAL OF WASTES**

- .1 Dispose of waste materials including volatiles, safely off NRC property. Refer to the section entitled "General and Fire Safety Requirements" included as part of this specification.

**45. CLEAN-UP DURING CONSTRUCTION**

- .1 On a daily basis, maintain project site and adjacent area of campus including roofs, free from debris and waste materials.
- .2 Provide on-site dump containers for collection of waste materials and rubbish.

**46. FINAL CLEAN-UP**

- .1 Upon completion do a final clean-up to the satisfaction of the Departmental Representative.

- .2 Clean all new surfaces, lights, existing surfaces affected by this work, replace filters, etc.
- .3 Clean all resilient flooring and prepare to receive protective finish. Protective finish applied by NRC.

**47. WARRANTY AND RECTIFICATION OF DEFECTS IN WORK**

- .1 Refer to General Conditions "C", section GC32.
- .2 Ensure that all manufacturers' guarantees and warranties are issued in the name of the **General Contractor** and the National Research Council.

**48. MAINTENANCE MANUALS**

- .1 Provide two (2) bilingual copies of maintenance manuals or two (2) English and two (2) French maintenance manuals and one (1) electronic copy of same immediately upon completion of the work and prior to release of holdbacks.
- .2 Manuals to be neatly bound in hard cover loose leaf binders.
- .3 Manuals to include operating and maintenance instructions, all guarantees and warranties, shop drawings, technical data, etc., for the material and apparatus supplied under this contract.

**END OF SECTION**

## 1. GENERAL CONSTRUCTION SAFETY REQUIREMENTS

- .1 The Contractor shall take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property from any harm during the course of the contract.
- .2 The Contractor shall be solely responsible for the construction safety of both its employees and those of its sub-contractors at the work site, and for initiating, maintaining and supervising safety precautions, programs and procedures in connection with the performance of the work.
- .3 The Contractor shall comply with all Federal, Provincial and Municipal safety codes and regulations and the Occupational Health and Safety Act and the Workplace Safety and Insurance Board. In the event of any conflict between any provisions in legislation or codes, the most stringent provisions shall apply.
- .4 Periodic review of the Contractor's work by the Departmental Representative, using the criteria of the contract documents, does not relieve the Contractor of his safety responsibilities in carrying out the work in accordance with the contract documents. The Contractor shall consult with the Departmental Representative to ensure that this responsibility is carried out.
- .5 The Contractor shall ensure that only competent personnel are permitted to work on site. Throughout the term of the contract, any person will be removed from the site who is not observing or complying with the safety requirements.
- .6 All equipment shall be in safe operating condition and appropriate to the task.
- .7 Following a project and site hazard assessment, the Contractor shall develop a Site Specific Safety Plan based on the following minimum requirements. Site Specific Safety Plans must also be robust enough to address any abnormal occurrences, such as, but not limited to: pandemics (COVID-19 or a similar), fire, flooding, inclement weather or other environmental anomalies.
  - .1 Provide a safety board mounted in a visible location on the project site, with the following information included thereon:
    - .1 Notice of Project.
    - .2 Site specific Safety Policy.
    - .3 Copy of Ontario Health and Safety Act.
    - .4 Building Schematic showing emergency exits.
    - .5 Building emergency procedures.
    - .6 Contact list for NRC, Contractor and all involved sub-contractors.
    - .7 Any related MSDS sheets.
    - .8 NRC Emergency phone number.
- .8 The Contractor shall provide competent personnel to implement its safety program and those of any Health and Safety Act legislation applicable at this project location, and to ensure they are being complied with.
- .9 The Contractor shall provide safety orientation to all its employees as well as those of any sub-contractors under its jurisdiction.

- .10 The Departmental Representative will monitor to ensure that safety requirements are met and that safety records are properly kept and maintained. Continued disregard for safety standards can cause the contract to be cancelled and the Contractor or sub-contractors removed from the site.
- .11 The Contractor will report to the Departmental Representative and jurisdictional authorities, any accident or incident involving Contractor or NRC personnel or the public and/or property arising from the Contractor's execution of the work.
- .12 If entry to a laboratory is required as part of the work of the Contractor, a safety orientation shall be provided to all his employees as well as those of any sub-contractors regarding lab safety requirements and procedures, as provided by the Researcher or the Departmental Representative.

## **2. FIRE SAFETY REQUIREMENTS**

### **.1 Authorities**

1. The Fire Commissioner of Canada (FC) is the authority for fire safety at NRC.
2. For the purpose of this document, "Departmental Representative" will be deemed as the NRC person in charge of the project and who will enforce these Fire Safety Requirements.
3. Comply with the following standards as published by the Office of the Fire Commissioner of Canada:
  - a. Standard No. 301 - June 1982 "Standard for Construction Operations";
  - b. Standard No. 302 - June 1982 "Standard for Welding and Cutting".

### **.2 Smoking**

- .1 Smoking is prohibited inside all NRC buildings, as well as roof areas.
- .2 Obey all "NO SMOKING" signs on NRC premises.

### **.3 Hot Work**

- .1 Prior to commencement of any "Hot Work" involving welding, soldering, burning, heating, use of torches or salamanders or any open flame, obtain a Hot Work Permit from the Departmental Representative.
- .2 Prior to commencement of "Hot Work", review the area of hot work with the Departmental Representative to determine the level of fire safety precautions to be taken.

### **.4 Reporting Fires**

- .1 Know the exact location of the nearest Fire Alarm Pull Station and telephone, including the emergency phone number.
- .2 REPORT immediately, all fire incidents as follows:
  1. Activate nearest fire alarm pull station; and



- .4 Carbon Dioxide (CO<sub>2</sub>) extinguishers will not be considered as substitutes for the above.

## **.7 Roofing Operations**

### **.1 Kettles:**

- .1 Arrange for the location of asphalt kettles and material storage with the Departmental Representative before moving on site. Do not locate kettles on any roof or structure and keep them at least 10m (30 feet) away from a building.
- .2 Equip kettles with two (2) thermometers or gauges in good working order; a hand held and a kettle-mounted model.
- .3 Do not operate kettles at temperatures in excess of 232°C (450°F).
- .4 Maintain continuous supervision while kettles are in operation and provide metal covers for the kettles to smother any flames in case of fire. Provide fire extinguishers as required in article 2.6.
- .5 Demonstrate container capacities to Departmental Representative prior to start of work.
- .6 Store materials a minimum of 6m (20 feet) from the kettle.

### **.2 Mops:**

- .1 Use only glass fibre roofing mops.
- .2 Remove used mops from the roof site at the end of each working day.

### **.3 Torch Applied Systems:**

- .1 DO NOT USE TORCHES NEXT TO WALLS.
- .2 DO NOT TORCH MEMBRANES TO EXPOSED WOOD OR CAVITY.
- .3 Provide a Fire Watch as required by article 2.9 of this section.

### **.4 Fire and Smoke Hazard Management:**

- .1 Contractor shall identify “Designated Roofing Marshall” for duration of construction activities. “Designated Roofing Marshall” shall be responsible for the following:
  - .1 Perform NRC Daily Fire and Smoke Risk Hazard Assessment each day prior to commencement of roofing activities.
  - .2 Provide completed NRC Daily Fire and Smoke Risk Hazard Assessment to Departmental Representative every morning by email prior to commencement of roofing activities.
  - .3 Follow behind any torch activities with a thermal scanner periodically to identify any hot spots and rectify immediately. Interval for periodic thermal scanning to be approved on site with Departmental Representative.

.2 Any proposed changes to “Designated Roofing Marshall” must be reviewed and approved by Departmental Representative.

.5 Store all combustible roofing materials at least 3m (10 feet) away from any structure.

.6 Keep compressed gas cylinders a minimum of 6m (20 feet) away from the kettle, protected from mechanical damage and secured in an upright position.

**.8 Welding / Grinding Operations**

.1 Contractor to provide fire blankets, portable fume extraction devices, screens or similar equipment to prevent exposure to welding flash, or sparks from grinding.

**.9 Fire Watch**

.1 Provide a fire watch for a minimum of one hour after the termination of any hot work operation.

.2 For temporary heating, refer to General Instructions Section 00 010 00.

.3 Equip fire watch personnel with fire extinguishers as required by article 2.6.

**.10 Obstruction of access/egress routes-roadways, halls, doors, or elevators**

.1 Advise the Departmental Representative in advance of any work that would impede the response of Fire Department personnel and their apparatus. This includes violation of minimum overhead clearance, erection of barricades and the digging of trenches.

.2 Building exit routes must not be obstructed in any way without special permission from the Departmental Representative, who will ensure that adequate alternative routes are maintained.

.3 The Departmental Representative will advise the FPO of any obstruction that may warrant advanced planning and communication to ensure the safety of building occupants and the effectiveness of the Fire Department.

**.11 Rubbish and Waste Materials**

.1 Keep rubbish and waste materials to a minimum and a minimum distance of 6m (20 feet) from any kettle or torches.

.2 Do not burn rubbish on site.

.3 Rubbish Containers:

.1 Consult with the Departmental Representative to determine an acceptable safe location for any containers and the arrangement of chutes etc. prior to bringing the containers on site.

.2 Do not overfill the containers and keep area around the perimeter free and clear of any debris.



- .4 Storage:
  - .1 Exercise extreme care when storing combustible waste materials in work areas. Ensure maximum possible cleanliness, ventilation and that all safety standards are adhered to when storing any combustible materials.
  - .2 Deposit greasy or oily rags or materials subject to spontaneous combustion in CSA or ULC approved receptacles and remove at the end of the work day or shift, or as directed.

## **.12 Flammable Liquids**

- .1 The handling, storage and use of flammable liquids is governed by the current National Fire Code of Canada.
- .2 Flammable Liquids such as gasoline, kerosene and naphtha may be kept for ready use in quantities not exceeding 45 litres (10 imp gal), provided they are stored in approved safety cans bearing the ULC seal of approval and kept away from buildings, stockpiled combustible materials etc. Storage of quantities of flammable liquids exceeding 45 litres (10 imp gal) for work purposes, require the permission of the Departmental Representative.
- .3 Flammable liquids are not to be left on any roof areas after normal working hours.
- .4 Transfer of flammable liquids is prohibited within buildings.
- .5 Do not transfer flammable liquids in the vicinity of open flames or any type of heat producing device.
- .6 Do not use flammable liquids having a flash point below 38°C (100°F) such as naphtha or gasoline as solvents or cleaning agents.
- .7 Store flammable waste liquids for disposal in approved container located in a safe, ventilated area. Waste flammable liquids are to be removed from the site on a regular basis.
- .8 Where flammable liquids, such as lacquers or urethane are used, ensure proper ventilation and eliminate all sources of ignition. Inform the Departmental Representative prior to, and at the cessation of such work.

## **3. QUESTIONS OR CLARIFICATIONS**

- .1 Direct any questions or clarification on Fire or General Safety, in addition to the above requirements, to the Departmental Representative.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- .1 Section Includes:
  - .1 General requirements relating to commissioning of project's components and systems, specifying general requirements to PV of components, equipment, sub-systems, systems, and integrated systems.
- .2 Acronyms:
  - .1 AFD - Alternate Forms of Delivery, service provider.
  - .2 BMM - Building Management Manual.
  - .3 Cx - Commissioning.
  - .4 EMCS - Energy Monitoring and Control Systems.
  - .5 O&M - Operation and Maintenance.
  - .6 PI - Product Information.
  - .7 PV - Performance Verification.
  - .8 TAB - Testing, Adjusting and Balancing.

### **1.2 GENERAL**

- .1 Cx is a planned program of tests, procedures and checks carried out systematically on systems and integrated systems of the finished Project. Cx is performed after systems and integrated systems are completely installed, functional and Contractor's Performance Verification responsibilities have been completed and approved. Objectives:
  - .1 Verify installed equipment, systems and integrated systems operate in accordance with contract documents and design criteria and intent.
  - .2 Ensure appropriate documentation is compiled into the BMM.
  - .3 Effectively train O&M staff.
- .2 Contractor assists in Cx process, operating equipment and systems, troubleshooting and making adjustments as required.
  - .1 Systems to be operated at full capacity under various modes to determine if they function correctly and consistently at peak efficiency. Systems to be interactively with each other as intended in accordance with Contract Documents and design criteria.
  - .2 During these checks, adjustments to be made to enhance performance to meet environmental or user requirements.
- .3 Design Criteria: as per client's requirements or determined by designer. To meet Project functional and operational requirements.

### **1.3 COMMISSIONING OVERVIEW**

- .1 For Cx responsibilities refer to Section 01 91 31 - Commissioning (Cx) Plan.
- .2 Cx to be a line item of Contractor's cost breakdown.

- .3 Cx activities supplement field quality and testing procedures described in relevant technical sections.
- .4 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 facility is constructed and proven to operate satisfactorily under weather, environmental and occupancy conditions to meet functional and operational requirements. Cx activities includes transfer of critical knowledge to facility operational personnel.
- .5 Departmental Representative will issue Interim Acceptance Certificate when:
  - .1 Completed Cx documentation has been received, reviewed for suitability and approved by Departmental Representative.
  - .2 Equipment, components and systems have been commissioned.
  - .3 O&M training has been completed.

#### 1.4 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 Departmental Representative, 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. Above costs to be in form of progress payment reductions or hold-back assessments.

#### 1.5 PRE-CX REVIEW

- .1 Before Construction:
  - .1 Review contract documents, confirm by writing to Departmental Representative.
    - .1 Adequacy of provisions for Cx.
    - .2 Aspects of design and installation pertinent to success of Cx.
- .2 During Construction:
  - .1 Co-ordinate provision, location and installation of provisions for Cx.
- .3 Before start of Cx:
  - .1 Have completed Cx Plan up-to-date.
  - .2 Ensure installation of related components, equipment, sub-systems, systems is complete.
  - .3 Fully understand Cx requirements and procedures.
  - .4 Have Cx documentation shelf-ready.
  - .5 Understand completely design criteria and intent and special features.
  - .6 Submit complete start-up documentation to Departmental Representative.
  - .7 Have Cx schedules up-to-date.
  - .8 Ensure systems have been cleaned thoroughly.
  - .9 Complete TAB procedures on systems, submit TAB reports to Departmental Representative for review and approval.
  - .10 Ensure "As-Built" system schematics are available.

- .4 Inform Departmental Representative in writing of discrepancies and deficiencies on finished works.

## **1.6 CONFLICTS**

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

## **1.7 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submittals: in accordance with Section 00 10 00 – General Instructions.
  - .1 Submit no later than 4 weeks after award of Contract:
    - .1 Name of Contractor's Cx agent.
    - .2 Draft Cx documentation.
    - .3 Preliminary Cx schedule.
  - .2 Request in writing to Departmental Representative for changes to submittals and obtain written approval at least 4 weeks prior to start of Cx.
  - .3 Submit proposed Cx procedures to Departmental Representative where not specified and obtain written approval at least 4 weeks prior to start of Cx.
  - .4 Provide additional documentation relating to Cx process required by Departmental Representative.

## **1.8 COMMISSIONING DOCUMENTATION**

- .1 Refer to Section 01 91 33 - Commissioning (Cx) Forms: Installation Check Lists and Product Information (PI) / Performance Verification (PV) Forms for requirements and instructions for use.
- .2 Departmental Representative to review and approve Cx documentation.
- .3 Provide completed and approved Cx documentation to Departmental Representative.

## **1.9 COMMISSIONING SCHEDULE**

- .1 Provide detailed Cx schedule as part of construction.
- .2 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.

## **1.10 COMMISSIONING MEETINGS**

- .1 Convene Cx meetings following project 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 At 60% construction completion stage. Departmental Representative to call a separate Cx scope meeting to review progress, discuss schedule of equipment start-up activities and prepare for Cx. Issues at meeting to include:
  - .1 Review duties and responsibilities of Contractor and subcontractors, addressing delays and potential problems.
  - .2 Determine the degree of involvement of trades and manufacturer's representatives in the commissioning process.
- .5 Thereafter Cx meetings to be held until project completion and as required during equipment start-up and functional testing period.
- .6 Meeting will be chaired by Departmental Representative, who will record and distribute minutes.
- .7 Ensure subcontractors and relevant manufacturer representatives are present at 60% and subsequent Cx meetings and as required.

#### **1.11 STARTING AND TESTING**

- .1 Contractor assumes liabilities and costs for inspections. Including disassembly and re-assembly after approval, starting, testing and adjusting, including supply of testing equipment.

#### **1.12 WITNESSING OF STARTING AND TESTING**

- .1 Provide 14 days-notice prior to commencement.
- .2 Departmental Representative to witness of start-up and testing.
- .3 Contractor's Cx Agent to be present at tests performed and documented by sub-trades, suppliers and equipment manufacturers.

#### **1.13 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.
  - .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.

#### 1.14 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 PI 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 PV: include repetition of tests after correcting deficiencies.
  - .5 Post-substantial performance verification: to include fine-tuning.
- .3 Correct deficiencies and obtain approval from Departmental Representative after distinct phases have been completed and before commencing next phase.
- .4 Document require tests on approved PV forms.
- .5 Failure to follow accepted start-up procedures will result in re-evaluation of equipment by an independent testing agency selected by Departmental Representative. 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 Departmental Representative.
  - .2 Major equipment/systems: if evaluation report concludes that damage is minor, implement corrective measures approved by Departmental Representative.
  - .3 If evaluation report concludes that major damage has occurred, Departmental Representative shall reject equipment.
    - .1 Rejected equipment to be remove from site and replace with new.
    - .2 Subject new equipment/systems to specified start-up procedures.

#### 1.15 START-UP DOCUMENTATION

- .1 Assemble start-up documentation and submit to Departmental Representative 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 Departmental Representative to repeat start-up at any time.

### **1.16 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 Departmental Representative for approval before implementation.
- .3 Operate and maintain systems for length of time required for commissioning to be completed.
- .4 After completion of commissioning, operate and maintain systems until issuance of certificate of interim acceptance.

### **1.17 TEST RESULTS**

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

### **1.18 START OF COMMISSIONING**

- .1 Notify Departmental Representative at least 14 days prior to start of Cx.
- .2 Start Cx after elements of building affecting start-up and performance verification of systems have been completed.

### **1.19 INSTRUMENTS / EQUIPMENT**

- .1 Submit to Departmental Representative 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 the following equipment as required:
  - .1 2-way radios.
  - .2 Ladders.
  - .3 Equipment as required to complete work.

### **1.20 COMMISSIONING PERFORMANCE VERIFICATION**

- .1 Carry out Cx:
  - .1 Under actual and accepted simulated operating conditions, over entire operating range, in all modes.
  - .2 On independent systems and interacting systems.

- .2 Cx procedures to be repeatable and reported results are to be verifiable.
- .3 Follow equipment manufacturer's operating instructions.
- .4 EMCS trending to be available as supporting documentation for performance verification.

#### **1.21 WITNESSING COMMISSIONING**

- .1 Departmental Representative to witness activities and verify results.

#### **1.22 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 Departmental Representative within 5 days of test and with Cx report.

#### **1.23 COMMISSIONING CONSTRAINTS**

- .1 Since access into secure areas will be very difficult after occupancy, it is necessary to complete Cx of occupancy, weather, and seasonal sensitive equipment and systems before issuance of the Interim Certificate, using, if necessary, simulated thermal loads.

#### **1.24 EXTRAPOLATION OF RESULTS**

- .1 Where Cx of weather, occupancy, or seasonal-sensitive equipment or systems cannot be conducted under near-rated or near-design conditions, extrapolate part-load results to design conditions when approved by Departmental Representative in accordance with equipment manufacturer's instructions, using manufacturer's data, with manufacturer's assistance and using approved formulae.

#### **1.25 EXTENT OF VERIFICATION**

- .1 Provide manpower and instrumentation to verify up to 30 % of reported results, unless specified otherwise in other sections.
- .2 Number and location to be at discretion of Departmental Representative.
- .3 Conduct tests repeated during verification under same conditions as original tests, using same test equipment, instrumentation.
- .4 Review and repeat commissioning of systems if inconsistencies found in more than 20% of reported results.
- .5 Perform additional commissioning until results are acceptable to Departmental Representative.



## **1.26 REPEAT VERIFICATIONS**

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

## **1.27 SUNDRY CHECKS AND ADJUSTMENTS**

- .1 Make adjustments and changes which become apparent as Cx proceeds.
- .2 Perform static and operational checks as applicable and as required.

## **1.28 DEFICIENCIES, FAULTS, DEFECTS**

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

## **1.29 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 issuance of Interim Certificate of Completion.
- .3 Cx to be considered complete when contract Cx deliverables have been submitted and accepted by Departmental Representative.

## **1.30 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.

## **1.31 MAINTENANCE MATERIALS, SPARE PARTS, SPECIAL TOOLS**

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

### **1.32 OCCUPANCY**

- .1 Cooperate fully with Departmental Representative during stages of acceptance and occupancy of facility.

### **1.33 INSTALLED INSTRUMENTATION**

- .1 Use instruments installed under Contract for TAB and PV if:
  - .1 Accuracy complies with these specifications.
  - .2 Calibration certificates have been deposited with Departmental Representative.
- .2 Calibrated EMCS sensors may be used to obtain performance data provided that sensor calibration has been completed and accepted.

### **1.34 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 +/- 10% 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.

### **1.35 OWNER'S PERFORMANCE TESTING**

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

## **PART 2 - PRODUCTS**

### **2.1 NOT USED**

- .1 Not Used.

## **PART 3 - EXECUTION**

### **3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

## PART 1- GENERAL

### 1.1 SUMMARY

- .1 Section Includes:
  - .1 Description of overall structure of Cx Plan and roles and responsibilities of Cx team.

### 1.2 GENERAL

- .1 Provide a fully functional facility:
  - .1 Systems, equipment and components meet user's functional requirements before date of acceptance, and operate consistently at peak efficiencies and within specified energy budgets under normal loads.
  - .2 Facility user and O&M personnel have been fully trained in aspects of installed systems.
  - .3 Optimized life cycle costs.
  - .4 Complete documentation relating to installed equipment and systems.
- .2 Term "Cx" in this section means "Commissioning".
- .3 Use this Cx Plan as master planning document for Cx:
  - .1 Outlines organization, scheduling, allocation of resources, documentation, pertaining to implementation of Cx.
  - .2 Communicates responsibilities of team members involved in Cx Scheduling, documentation requirements, and verification procedures.
  - .3 Sets out deliverables relating to O&M, process and administration of Cx.
  - .4 Describes process of verification of how built works meet design requirements.
  - .5 Produces a complete functional system prior to issuance of Certificate of Occupancy.
  - .6 Management tool that sets out scope, standards, roles and responsibilities, expectations, deliverables, and provides:
    - .1 Overview of Cx.
    - .2 General description of elements that make up Cx Plan.
    - .3 Process and methodology for successful Cx.
- .4 Acronyms:
  - .1 Cx - Commissioning.
  - .2 BMM - Building Management Manual.
  - .3 EMCS - Energy Monitoring and Control Systems.
  - .4 MSDS - Material Safety Data Sheets.
  - .5 PI - Product Information.
  - .6 PV - Performance Verification.
  - .7 TAB - Testing, Adjusting and Balancing.
  - .8 WHMIS - Workplace Hazardous Materials Information System.
- .5 Commissioning terms used in this Section:
  - .1 Bumping: short term start-up to prove ability to start and prove correct rotation.
  - .2 Deferred Cx - Cx activities delayed for reasons beyond Contractor's control due to lack of occupancy, weather conditions, need for heating/cooling loads.

### 1.3 DEVELOPMENT OF 100% CX PLAN

- .1 Cx Plan to be 100% completed within 4 weeks of award of contract to take into account:
  - .1 Approved shop drawings and product data.
  - .2 Approved changes to contract.
  - .3 Contractor's project schedule.
  - .4 Cx schedule.
  - .5 Contractor's, sub-contractor's, suppliers' requirements.
  - .6 Project construction team's and Cx team's requirements.
- .2 Submit completed Cx Plan to Departmental Representative and obtain written approval.

### 1.4 REFINEMENT OF CX PLAN

- .1 During construction phase, revise, refine and update Cx Plan to include:
  - .1 Changes resulting from Client program modifications.
  - .2 Approved design and construction changes.
- .2 Revise, refine and update during construction phase. At each revision, indicate revision number and date.
- .3 Submit revised Cx Plan to Departmental Representative for review and obtain written approval.
- .4 Include testing parameters at full range of operating conditions and check responses of equipment and systems.

### 1.5 COMPOSITION, ROLES AND RESPONSIBILITIES OF CX TEAM

- .1 Departmental Representative to maintain overall responsibility for project and is sole point of contact between members of commissioning team.
- .2 NRC Project Manager will select Cx Team consisting of following members:
  - .1 NRC Project Manager: during construction, will conduct periodic site reviews to observe general progress and ensures Cx activities are carried out to ensure delivery of a fully operational project including:
    - .1 Review of Cx documentation from operational perspective.
    - .2 Review for performance, reliability, durability of operation, accessibility, maintainability, operational efficiency under conditions of operation.
    - .3 Protection of health, safety and comfort of occupants and O&M personnel.
    - .4 Monitoring of Cx activities, training, development of Cx documentation.
    - .5 Work closely with members of Cx Team.
  - .2 Departmental Representative is responsible for:
    - .1 Monitoring operations Cx activities.
    - .2 Ensuring implementation of final Cx Plan.
    - .3 Performing verification of performance of installed systems and equipment.
    - .4 Implementation of Training Plan.
  - .3 Construction Team: contractor, sub-contractors, suppliers and support disciplines, is

responsible for construction/installation in accordance with contract documents, including:

- .1 Testing.
- .2 TAB.
- .3 Performance of Cx activities.
- .4 Delivery of training and Cx documentation.
- .5 Assigning one person as point of contact with Departmental Representative for administrative and coordination purposes.
- .4 Contractor's Cx agent implements specified Cx activities including:
  - .1 Organizing Cx.
  - .2 Preparation, submission of test report.
  - .3 Witnessing, certifying accuracy of reported results.
  - .4 Witnessing, certifying TPB and other tests.
  - .5 Demonstrations.
  - .6 Training.
  - .7 Testing.
- .5 Property Manager: represents lead role in Operation Phase and onwards and is responsible for:
  - .1 Receiving facility.
  - .2 Day-To-Day operation and maintenance of facility.

## 1.6 CX PARTICIPANTS

- .1 Employ the following Cx participants to verify performance of equipment and systems:
  - .1 Installation contractor/subcontractor:
    - .1 Equipment and systems except as noted.
  - .2 Equipment manufacturer: assist in start-up, PV and Cx of equipment.
  - .3 Specialist subcontractor: equipment and systems supplied and installed by specialist subcontractor.
  - .4 Departmental Representative: responsible for intrusion and access security systems.
  - .5 Ensure that Cx participant:
    - .1 Could complete work within scheduled time frame.
    - .2 Available for emergency and troubleshooting service during first year of occupancy by user for adjustments and modifications outside responsibility of O&M personnel, including:
      - .1 Modify ventilation rates to meet changes in off-gassing.
      - .2 Changes to heating or cooling loads beyond scope of EMCS.
      - .3 Changes to EMCS control strategies beyond level of training provided to O&M personnel.
  - .6 Provide names of participants to Departmental Representative and details of instruments and procedures to be followed for Cx 4 weeks prior to starting date of Cx for review and approval.

## 1.7 EXTENT OF CX

- .1 Commission mechanical systems and associated equipment:

- .1 HVAC and exhaust systems:
  - .1 HVAC systems.
    - .1 New split AC units.
    - .2 New mini make-up air unit.
  - .2 Noise and vibration control systems for mechanical systems.
  - .3 Seismic restraint and control measures.
  - .4 EMCS:
    - .1 Split AC unit and perimeter heating control.
- .2 Commission electrical systems and equipment:
  - .1 Low voltage below 750 V:
    - .1 Low voltage distribution systems.

### **1.8 DELIVERABLES RELATING TO O&M PERSPECTIVES**

- .1 General requirements:
  - .1 Compile English documentation.
  - .2 Documentation to be computer-compatible format ready for inputting for data management.
- .2 Provide deliverables:
  - .1 Warranties.
  - .2 Project record documentation.
  - .3 Inventory of spare parts, special tools and maintenance materials.
  - .4 Maintenance Management System (MMS) identification system used.
  - .5 WHMIS information.
  - .6 MSDS data sheets.
  - .7 Electrical Panel inventory containing detailed inventory of electrical circuitry for each panel board. Duplicate of inventory inside each panel.

### **1.9 DELIVERABLES RELATING TO THE CX PROCESS**

- .1 General:
  - .1 Start-up, testing and Cx requirements, conditions for acceptance and specifications form part of relevant technical sections of these specifications.
- .2 Definitions:
  - .1 Cx as used in this section includes:
    - .1 Cx of components, equipment, systems, subsystems, and integrated systems.
    - .2 Factory inspections and performance verification tests.
- .3 Deliverables: provide:
  - .1 Cx Specifications.
  - .2 Startup, pre-Cx activities and documentation for systems, and equipment.
  - .3 Completed installation checklists (ICL).
  - .4 Completed product information (PI) report forms.
  - .5 Completed performance verification (PV) report forms.
  - .6 Results of Performance Verification Tests and Inspections.
  - .7 Description of Cx activities and documentation.
  - .8 Description of Cx of integrated systems and documentation.
  - .9 Training Plans.
  - .10 Cx Reports.

- .4 Departmental Representative to witness and certify tests and reports of results provided to Departmental Representative.
- .5 Departmental Representative to participate.

### 1.10 PRE-CX ACTIVITIES AND RELATED DOCUMENTATION

- .1 Items listed in this Cx Plan include the following:
  - .1 Pre-Start-Up inspections: by Departmental Representative prior to permission to start up and rectification of deficiencies to Departmental Representative's satisfaction.
  - .2 Departmental Representative to use approved check lists.
  - .3 Departmental Representative will monitor some of these pre-start-up inspections.
  - .4 Include completed documentation with Cx report.
  - .5 Conduct pre-start-up tests: conduct pressure, static, flushing, cleaning, and "bumping" during construction as specified in technical sections. To be witnessed and certified by Departmental Representative and does not form part of Cx specifications.
  - .6 Departmental Representative will monitor some of these inspections and tests.
  - .7 Include completed documentation in Cx report.
- .2 Pre-Cx activities - MECHANICAL:
  - .1 HVAC equipment and systems:
    - .1 "Bump" each item of equipment in its "stand-alone" mode.
    - .2 At this time, complete pre-start-up checks and complete relevant documentation.
    - .3 After equipment has been started, test related systems in conjunction with control systems on a system-by-system basis.
    - .4 Perform TAB on systems. TAB reports to be approved by Departmental Representative.
  - .2 EMCS:
    - .1 EMCS trending to be available as supporting documentation for performance verification.
    - .2 Perform point-by-point testing in parallel with start-up.
    - .3 Carry out point-by-point verification.
    - .4 Demonstrate performance of systems, to be witnessed by Departmental Representative prior to start of 30 day Final Acceptance Test period.
    - .5 Perform final Cx and operational tests during demonstration period and 30 day test period.
    - .6 Only additional testing after foregoing have been successfully completed to be "Off-Season Tests".

### 1.11 START-UP

- .1 Start up components, equipment and systems.
- .2 Equipment manufacturer, supplier, installing specialist sub-contractor, as appropriate, to start-up, under Contractor's direction, following equipment, systems:
  - .1 Split AC units.
  - .2 Mini makeup air unit.
- .3 Departmental Representative to monitor some of these start-up activities.
  - .1 Rectify start-up deficiencies to satisfaction of Departmental Representative.

- .4 Performance Verification (PV):
  - .1 Approved Cx Agent to perform.
    - .1 Repeat when necessary until results are acceptable to Departmental Representative.
  - .2 Use procedures modified generic procedures to suit project requirements.
  - .3 Departmental Representative to witness and certify reported results using approved PI and PV forms.
  - .4 Departmental Representative to approve completed PV reports and provide to Departmental Representative.
  - .5 Departmental Representative reserves right to verify up to 30% of reported results at random.
  - .6 Failure of randomly selected item shall result in rejection of PV report or report of system startup and testing.

### **1.12 CX ACTIVITIES AND RELATED DOCUMENTATION**

- .1 Perform Cx by specified Cx agency using procedures developed by Departmental Representative.
- .2 [Departmental Representative to monitor Cx activities.
- .3 Upon satisfactory completion, Cx agency performing tests to prepare Cx Report using approved PV forms.
- .4 Departmental Representative to witness, certify reported results of Cx activities and forward to Departmental Representative.
- .5 Departmental Representative reserves right to verify a percentage of reported results at no cost to contract.

### **1.13 CX OF INTEGRATED SYSTEMS AND RELATED DOCUMENTATION**

- .1 Cx to be performed by specified Cx specialist, using procedures developed by Departmental Representative.
- .2 Tests to be witnessed by Departmental Representative and documented on approved report forms.
- .3 Upon satisfactory completion, Cx specialist to prepare Cx Report, to be certified by Departmental Representative and submitted to Departmental Representative for review.
- .4 Departmental Representative reserves right to verify percentage of reported results.
- .5 Integrated systems to include:
  - .1 HVAC and associated systems forming part of integrated HVAC systems:
    - .1 Split AC units.
    - .2 Mini makeup air unit.
    - .3 EMCS system.
- .6 Identification:
  - .1 In later stages of Cx, before hand-over and acceptance Departmental Representative, Contractor, and Cx Agent to co-operate to complete inventory data sheets and provide assistance to Departmental Representative in full implementation of MMS identification



system of components, equipment, sub-systems, systems.

#### **1.14 INSTALLATION CHECK LISTS (ICL)**

- .1 Refer to Section 01 91 33 - Commissioning (Cx) Forms: Installation Check Lists and Product Information (PI) / Performance Verification (PV) Forms.

#### **1.15 PRODUCT INFORMATION (PI) REPORT FORMS**

- .1 Refer to Section 01 91 33 - Commissioning (Cx) Forms: Installation Check Lists and Product Information (PI) / Performance Verification (PV) Forms.

#### **1.16 PERFORMANCE VERIFICATION (PV) REPORT**

- .1 Refer to Section 01 91 33 - Commissioning (Cx) Forms: Installation Check Lists and Product Information (PI) / Performance Verification (PV) Forms.

#### **1.17 CX SCHEDULES**

- .1 Prepare detailed Cx Schedule and submit to Departmental Representative for review and approval same time as project Construction Schedule. Include:
  - .1 Milestones, testing, documentation, training and Cx activities of components, equipment, subsystems, systems and integrated systems, including:
    - .1 Design criteria, design intents.
    - .2 Pre-TAB review: 14 days after contract award, and before construction starts.
    - .3 Cx agents' credentials: 30 days before start of Cx.
    - .4 Cx procedures: 1 months after award of contract.
    - .5 Cx Report format: 1 months after contract award.
    - .6 Discussion of heating/cooling loads for Cx: 1 months before start-up.
    - .7 Submission of list of instrumentation with relevant certificates: 14 days before start of Cx.
    - .8 Notification of intention to start TAB: 7 days before start of TAB.
    - .9 TAB: after successful start-up, correction of deficiencies and verification of normal and safe operation.
    - .10 Notification of intention to start Cx: 7 days before start of Cx.
    - .11 Notification of intention to start Cx of integrated systems: after Cx of related systems is completed 7 days before start of integrated system Cx.
    - .12 Identification of deferred Cx.
    - .13 Implementation of training plans.
  - .2 Detailed training schedule to demonstrate no conflicts with testing, completion of project and hand-over to Facility Management.
  - .3 6 months in Cx schedule for verification of performance in all seasons and wear conditions.
- .2 After approval, incorporate Cx Schedule into Construction Schedule.
- .3 Contractor, Contractor's Cx agent, and Departmental Representative will monitor progress of Cx against this schedule.

### **1.18 CX REPORTS**

- .1 Submit reports of tests, witnessed and certified by Departmental Representative to Departmental Representative who will verify reported results.
- .2 Include completed and certified PV reports in properly formatted Cx Reports.
- .3 Before reports are accepted, reported results to be subject to verification by Departmental Representative.

### **1.19 ACTIVITIES DURING WARRANTY PERIOD**

- .1 Cx activities must be completed before issuance of Interim Certificate, it is anticipated that certain Cx activities may be necessary during Warranty Period, including:
  - .1 Fine tuning of HVAC systems.

### **1.20 FINAL SETTINGS**

- .1 Upon completion of Cx to satisfaction of Departmental Representative lock control devices in their final positions, indelibly mark settings marked and include in Cx Reports.

## **PART 2 - PRODUCTS**

### **2.1 NOT USED**

- .1 Not Used.

## **PART 3 - EXECUTION**

### **3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

## **PART 1- GENERAL**

### **1.1 SUMMARY**

- .1 Section Includes:
  - .1 Commissioning forms to be completed for equipment, system and integrated system.

### **1.2 INSTALLATION/START-UP CHECK LISTS**

- .1 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.
- .2 Equipment manufacturer's installation/start-up check lists are acceptable for use. As deemed necessary by Departmental Representative supplemental additional data lists will be required for specific project conditions.
- .3 Use check lists for equipment installation. Document check list verifying checks have been made, indicate deficiencies and corrective action taken.
- .4 Installer to sign check lists upon completion, certifying stated checks and inspections have been performed. Return completed check lists to Departmental Representative. Check lists will be required during Commissioning and will be included in Maintenance Manual at completion of project.
- .5 Use of check lists will not be considered part of commissioning process but will be stringently used for equipment pre-start and start-up procedures.

### **1.3 PRODUCT INFORMATION (PI) REPORT FORMS**

- .1 Product Information (PI) forms compiles gathered data on items of equipment produced by equipment manufacturer, includes nameplate information, parts list, operating instructions, maintenance guidelines and pertinent technical data and recommended checks that is necessary to prepare for start-up and functional testing and used during operation and maintenance of equipment. This documentation is included in the BMM at completion of work.
- .2 Prior to Performance Verification (PV) of systems complete items on PI forms related to systems and obtain Departmental Representative's approval.
- .3 Equipment shop drawings may be used as the PI forms.

### **1.4 PERFORMANCE VERIFICATION (PV) FORMS**

- .1 PV forms to be used for checks, running dynamic tests and adjustments carried out on equipment and systems to ensure correct operation, efficiently and function independently and interactively

with other systems as intended with project requirements.

- .2 PV report forms include those developed by Contractor records measured data and readings taken during functional testing and Performance Verification procedures.
- .3 Prior to PV of integrated system, complete PV forms of related systems and obtain Departmental Representative's approval.

### **1.5 SAMPLES OF COMMISSIONING FORMS**

- .1 Departmental Representative will develop and provide to Contractor required project-specific Commissioning forms in electronic format complete with specification data.
  - .1 Split AC units.
- .2 Revise items on Commissioning forms to suit project requirements.
- .3 Samples of Commissioning forms and a complete index of produced to date will be attached to this section.

### **1.6 CHANGES AND DEVELOPMENT OF NEW REPORT FORMS**

- .1 When additional forms are required, but are not available from Departmental Representative develop appropriate verification forms and submit to Departmental Representative for approval prior to use.
  - .1 Additional commissioning forms to be in same format as provided by Departmental Representative

### **1.7 COMMISSIONING FORMS**

- .1 Use Commissioning forms to verify installation and record performance when starting equipment and systems.
- .2 Strategy for Use:
  - .1 Departmental Representative provides Contractor project-specific Commissioning forms with Specification data included.
  - .2 Contractor will provide required shop drawings information and verify correct installation and operation of items indicated on these forms.
  - .3 Confirm operation as per design criteria and intent.
  - .4 Identify variances between design and operation and reasons for variances.
  - .5 Verify operation in specified normal and emergency modes and under specified load conditions.
  - .6 Record analytical and substantiating data.
  - .7 Verify reported results.
  - .8 Form to bear signatures of recording technician and reviewed and signed off by Departmental Representative.
  - .9 Submit immediately after tests are performed.
  - .10 Reported results in true measured SI unit values.
  - .11 Provide Departmental Representative with originals of completed forms.

- .12 Maintain copy on site during start-up, testing and commissioning period.
- .13 Forms to be both hard copy and electronic format with typed written results in Management Manual.

## **1.8 LANGUAGE**

- .1 To suit the language profile of the awarded contract.

## **PART 2 - PRODUCTS**

### **2.1 NOT USED**

- .1 Not Used.

## **PART 3 - EXECUTION**

### **3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

# Split System AC Unit Cx Checklist

## EQUIPMENT INFORMATION

SAP Equipment ID:	
Project No:	5962
Drawing No:	5962-M01
Area Served:	
Line set diameters (mm - in):	
Total Refrigerant Chg <input type="checkbox"/> kg <input type="checkbox"/> lbs :	
Equipped with low ambient kit: <input type="checkbox"/> Yes <input type="checkbox"/> No	

## Coil Portion

SAP Equipment ID:	
Manufacturer:	
Model No.:	
Serial No.:	
Airflow (CFM - L/s):	
Location:	
Fan Motor HP:	
Electrical: V/ $\phi$ / Hz:	
Total Cooling Capacity (MBH):	
Refrigerant:	
Refrigerant Charge <input type="checkbox"/> kg <input type="checkbox"/> lbs :	
Minimum Temperature ( $^{\circ}$ C - $^{\circ}$ F):	

## Compressor Portion

SAP Equipment ID:	
Manufacturer:	
Model No.:	
Serial No.:	
Location:	
Airflow (CFM - L/s):	
Cond. Fan Motor HP / Comp. Motor HP:	
Electrical: V/ $\phi$ / Hz:	
Ambient Temperature ( $^{\circ}$ C - $^{\circ}$ F):	

## PREREQUISITE (check to confirm that the following prerequisites are documented)

<input type="checkbox"/> Shop Drawing Received	<input type="checkbox"/> Installation Complete
<input type="checkbox"/> Start-up Process per Manufacturer's Instructions Complete	<input type="checkbox"/> Connected to BAS
<input type="checkbox"/> Sequence Complete	<input type="checkbox"/> System Balanced
<input type="checkbox"/> Seismic Review Letter Received	

Comments:

--

### EQUIPMENT ITEMS TO BE VERIFIED

**This checklist does not take the place of the manufacturer's recommended checkout and start-up procedures or report.**

Equipment Items	Yes / No	Comments
Split system AC unit installation & start-up completed and form/report attached		
Equipment identification label has been applied and adheres to NRC naming convention		
Unit is free from physical damage		
All components present		
Low ambient kit present		
Minimum temperature rating matches design		
The refrigerent line openings are sealed		
Installation and startup manual provided		
Unit provided with BacNet interface card for integration with BAS system		
<b>Split System Coil:</b>	<b>Yes / No</b>	
Unit is supported using adequately sized mounting anchors		
Adequate clearance around unit for service		
All components accessible for maintenance		
If coil is <b>located downstream of fan</b> , condensate drain piping un-trapped and runs to open sight drain; If <b>located upstream of fan</b> , trap correctly installed on drain for coil		
All piping components have been installed (in the correct order) as per contract documents		
Piping supported as required by specifications		
Refrigerent lines connected to indoor and outdoor units		
Piping is clean and free from leaks		
Piping insulation complete and installed per specifications		
Unit is filled with correct refrigerent		
All valves and test ports are easily accessible		
Valve tags are installed		
Local disconnect installed in an accessible location		
Fan motor rotation in the proper direction		
All electrical connections are tight		
All electrical components are grounded		
Filters installed and clean		
System starts and runs with no unusual noise or vibration		

Correct provision has been made for flushing points, fill points, plant by-pass loops and arrangements for temporary flushing pumps if required		
Venting valves installed at the system high points		
<b>Split System Compressor:</b>	<b>Yes / No</b>	
Unit is secured as required by manufacturer and specifications		
Adequate clearance around unit for service		
All components accessible for maintenance		
Unit labeled and easy to see		
All piping components have been installed (in the correct order) as per contract documents		
Piping arranged for ease of unit removal		
Piping supported as required by specifications		
Refrigerant lines connected to indoor and outdoor units		
Piping is clean and free from leaks		
Piping insulation complete and installed per specifications		
Unit is filled with correct refrigerent		
All valves and test ports are easily accessible		
Valve tags are installed		
Local disconnect installed in an accessible location		
Fan motor rotation in the proper direction		
All electrical connections are tight		
All electrical components are grounded		
System starts and runs with no unusual noise or vibration		
Comments:		



**ELEMENTS TO BE MEASURED FOR DESIGN VALIDATION**

**This checklist does not take the place of the manufacturer's recommended checkout and start-up procedures or report.**

Measured Element	Instrument	Design	Measured 1	Measured 2
Entering air temp (°C - °F)				
Leaving air temp (°C - °F)				
Airflow (CFM - L/s)				
Space Temp (°C - °F)				
Amperage Draw				
Comments:				

**CONTROL SYSTEM ITEMS TO BE BE VERIFIED**

Control System Items	Yes / No	Comments
NRC Graphics Standard Checklist Completed		
NRC BAS Field Equipment Checklist Completed		
NRC Sequence Standard Checklist Completed		
Have scheduled points been added to the All Points Log (APL)		
Controller online		
Communication to BacNet interface card functional and all required points successfully mapped back to BAS system		
Has unit been programmed for GTA		
Graphics created		
Link to written sequence on system graphic		
Equipment shown on BAS floor plan		
Network layout shown on BAS floor plan		
SAP Equipment ID used in BAS		
Nametags for Split System AC Unit and BAS control points installed.		
BAS Controller labelled		
Power source labelled on controller		
Comments:		

**CONTROL SEQUENCE FUNCTIONAL PERFORMANCE TEST - TBC**

Functional Performance Test Procedure	Expected, Actual Response & Comments	Pass ( Y / N )
System stopped:		
System start-up:		
Normal mode:		
Control points:		
Local protection:		
Alarms:		
<i>Return all changed control parameters and conditions to their pre-functional performance test values.</i>		
Comments:		

TBC - To be completed by Cx Agent and Contractor based on the control sequence.

## **PART 1- GENERAL**

### **1.1 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 00 10 00 – General Instructions.
- .2 Product Data:
  - .1 Submit manufacturer's instructions, printed product literature and data sheets for split AC unit and mini makeup air unit, include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Shop Drawings:
  - .1 Submit drawings stamped and signed by professional engineer registered or licensed in Province of Ontario, Canada.
  - .2 Indicate on drawings:
    - .1 Mounting arrangements.
    - .2 Operating and maintenance clearances.
  - .3 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.

### **1.2 CLOSEOUT SUBMITTALS**

- .1 Submit in accordance with Section 00 10 00 – General Instructions.
- .2 Operation and Maintenance Data: submit operation and maintenance data for split AC unit and mini makeup air unit for incorporation into manual.
  - .1 Operation and maintenance manual approved by, and final copies deposited with, Departmental Representative before final inspection.
  - .2 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.
    - .6 Valves schedule and flow diagram.
    - .7 Colour coding chart.
  - .3 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.
  - .4 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.
- .5 Approvals:
  - .1 Submit electronic copy of draft Operation and Maintenance Manual to Departmental Representative for approval. Submission of individual data will not be accepted unless directed by Departmental Representative.
  - .2 Make changes as required and re-submit as directed by Departmental Representative.
- .6 Additional data:
  - .1 Prepare and insert into operation and maintenance manual additional data when need for it becomes apparent during specified demonstrations and instructions.
- .7 Site records:
  - .1 Departmental Representative will provide 1 set of reproducible mechanical drawings. 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 to reproducibles, revising reproducibles to show work as actually installed.
  - .3 Use different colour waterproof ink for each service.
  - .4 Make available for reference purposes and inspection.
- .8 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 Departmental Representative for approval and make corrections as directed.
  - .4 Perform testing, adjusting and balancing for HVAC using as-built drawings.
  - .5 Submit completed reproducible as-built drawings with Operating and Maintenance Manuals.
- .9 Submit copies of as-built drawings for inclusion in final TAB report.

### 1.3 MAINTENANCE MATERIAL SUBMITTALS

- .1 Submit in accordance with Section 00 10 00 – General Instructions.
- .2 Furnish spare parts as follows:
  - .1 One filter cartridge or set of filter media for each filter or filter bank in addition to final operating set.
- .3 Provide one set of special tools required to service equipment as recommended by manufacturers.
- .4 Furnish one commercial quality grease gun, grease and adapters to suit different types of grease and grease fittings.

## **1.4 DELIVERY, STORAGE AND HANDLING**

- .1 Deliver, store and handle materials in accordance with Section 00 10 00 – General Instructions and with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
  - .1 Store materials indoors and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
  - .2 Store and protect from nicks, scratches, and blemishes.
  - .3 Replace defective or damaged materials with new.

## **PART 2 - PRODUCTS**

### **2.1 NOT USED**

- .1 NOT USED.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- .1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for HVAC system installation in accordance with manufacturer's written instructions.
  - .1 Visually inspect substrate in presence of Departmental Representative.
  - .2 Inform Departmental Representative of unacceptable conditions immediately upon discovery.
  - .3 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from Departmental Representative.

### **3.2 PAINTING REPAIRS AND RESTORATION**

- .1 Prime and touch up marred finished paintwork to match original.
- .2 Restore to new condition, finishes which have been damaged.

### **3.3 SYSTEM CLEANING**

- .1 Clean interior and exterior of all systems including strainers. Vacuum interior of ductwork and air

handling units.

### **3.4 DEMONSTRATION**

- .1 Departmental Representative will use equipment and systems for test purposes prior to acceptance. 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.

### **3.5 CLEANING**

- .1 Progress Cleaning: clean in accordance with Section 00 10 00 – General Instructions.
  - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 00 10 00 – General Instructions.

### **3.6 PROTECTION**

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

**END OF SECTION**

## **PART 1- GENERAL**

### **1.1 RELATED REQUIREMENTS**

- .1 Section 23 05 00 – Common Work Results for HVAC.
- .2 Section 23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment.

### **1.2 REFERENCES**

- .1 American Society of Mechanical Engineers (ASME)
  - .1 ASME B31.1, Power Piping.
- .2 ASTM International
  - .1 ASTM A 125, Standard Specification for Steel Springs, Helical, Heat-Treated.
  - .2 ASTM A 307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
  - .3 ASTM A 563, Standard Specification for Carbon and Alloy Steel Nuts.
- .3 Manufacturer's Standardization Society of the Valves and Fittings Industry (MSS)
  - .1 MSS SP 58, Pipe Hangers and Supports - Materials, Design and Manufacture.
  - .2 MSS SP 69, Pipe Hangers and Supports - Selection and Application.
  - .3 MSS SP 89, Pipe Hangers and Supports - Fabrication and Installation Practices.
- .4 Underwriter's Laboratories of Canada (ULC)

### **1.3 DELIVERY, STORAGE AND HANDLING**

- .1 Deliver, store and handle materials in accordance with Section 00 10 00 – General Instructions and with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements:
  - .1 Deliver materials to site in original factory packaging, labelled with manufacturer's name, address.

## **PART 2 - PRODUCTS**

### **2.1 SYSTEM DESCRIPTION**

- .1 Design Requirements:
  - .1 Construct pipe hanger and support to manufacturer's recommendations utilizing manufacturer's regular production components, parts and assemblies.
  - .2 Base maximum load ratings on allowable stresses prescribed by ASME B31.1 or MSS

- SP 58.
- .3 Ensure that supports, guides, anchors do not transmit excessive quantities of heat to building structure.
- .4 Design hangers and supports to support systems under conditions of operation, allow free expansion and contraction, prevent excessive stresses from being introduced into pipework or connected equipment.
- .5 Provide for vertical adjustments after erection and during commissioning. Amount of adjustment in accordance with MSS SP 58.
- .2 Performance Requirements:
  - .1 Design supports, platforms, catwalks, hangers to withstand seismic events as specified Section 23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment.

## 2.2 GENERAL

- .1 Fabricate hangers, supports and sway braces in accordance with MSS SP 58. ANSI B31.1 and
- .2 Use components for intended design purpose only. Do not use for rigging or erection purposes.

## 2.3 PIPE HANGERS

- .1 Finishes:
  - .1 Pipe hangers and supports: galvanized after manufacture.
  - .2 Use electro-plating galvanizing process or hot dipped galvanizing process.
  - .3 Ensure steel hangers in contact with copper piping are copper plated or epoxy coated.
- .2 Upper attachment structural: suspension from lower flange of I-Beam:
  - .1 Cold piping NPS 2 maximum: malleable iron C-clamp with hardened steel cup point setscrew, locknut and carbon steel retaining clip.
    - .1 Rod: 9 mm UL listed.
- .3 Upper attachment structural: suspension from upper flange of I-Beam:
  - .1 Cold piping NPS 2 maximum: ductile iron top-of-beam C-clamp with hardened steel cup point setscrew, locknut and carbon steel retaining clip, UL listed to MSS SP 69.
- .4 Upper attachment to concrete:
  - .1 Ceiling: carbon steel welded eye rod, clevis plate, clevis pin and cotters with weldless forged steel eye nut. Ensure eye 6 mm minimum greater than rod diameter.
  - .2 Concrete inserts: wedge shaped body with knockout protector plate UL listed to MSS SP 69.
- .5 Shop and field-fabricated assemblies in accordance of ASME B31.3 and MSS SP 58.
- .6 Hanger rods: threaded rod material to MSS SP 58:
  - .1 Ensure that hanger rods are subject to tensile loading only.
  - .2 Provide linkages where lateral or axial movement of pipework is anticipated.
  - .3 Do not use 22 mm or 28 mm rod.
- .7 Pipe attachments: material to MSS SP 58:
  - .1 Attachments for steel piping: carbon steel galvanized.



- .2 Attachments for copper piping: copper plated black steel.
- .3 Use insulation shields for hot pipework.
- .4 Oversize pipe hangers and supports to accommodate thermal insulation.
  
- .8 U-bolts: carbon steel to MSS SP 69 with 2 nuts at each end to ASTM A 563.
  - .1 Finishes for steel pipework: galvanized.
  - .2 Finishes for copper, glass, brass or aluminum pipework: galvanized, with formed portion plastic coated or epoxy coated.
  
- .9 Pipe rollers: cast iron roll and roll stand with carbon steel rod to MSS SP 69.

## 2.4 RISER CLAMPS

- .1 Copper pipe: carbon steel copper plated to MSS SP 58, type 42.
- .2 Bolts: to ASTM A 307.
- .3 Nuts: to ASTM A 563.

## 2.5 INSULATION PROTECTION SHIELDS

- .1 Insulated cold piping:
  - .1 64 kg/m<sup>3</sup> density insulation plus insulation protection shield to: MSS SP 69, galvanized sheet carbon steel. Length designed for maximum 3 m span.
- .2 Insulated hot piping:
  - .1 Curved plate 300 mm long, with edges turned up, welded-in centre plate for pipe sizes NPS 12 and over, carbon steel to comply with MSS SP 69.

## 2.6 CONSTANT SUPPORT SPRING HANGERS

- .1 Springs: alloy steel to ASTM A 125, shot peened, magnetic particle inspected, with +/-5% spring rate tolerance, tested for free height, spring rate, loaded height and provided with Certified Mill Test Report (CMTR).
- .2 Load adjustability: 10% minimum adjustability each side of calibrated load. Adjustment without special tools. Adjustments not to affect travel capabilities.
- .3 Provide upper and lower factory set travel stops.
- .4 Provide load adjustment scale for field adjustments.
- .5 Total travel to be actual travel + 20%. Difference between total travel and actual travel 25 mm minimum.
- .6 Individually calibrated scales on each side of support calibrated prior to shipment, complete with calibration record.

## **2.7 VARIABLE SUPPORT SPRING HANGERS**

- .1 Vertical movement: 13 mm minimum, 50 mm maximum, use single spring pre-compressed variable spring hangers.
- .2 Vertical movement greater than 50 mm: use double spring pre-compressed variable spring hanger with 2 springs in series in single casing.
- .3 Variable spring hanger complete with factory calibrated travel stops.
- .4 Steel alloy springs: to ASTM A 125, shot peened, magnetic particle inspected, with +/-5 % spring rate tolerance, tested for free height, spring rate, loaded height and provided with CMTR.

## **2.8 EQUIPMENT SUPPORTS**

- .1 Fabricate equipment supports not provided by equipment manufacturer from structural grade steel.

## **2.9 EQUIPMENT ANCHOR BOLTS AND TEMPLATES**

- .1 Provide templates to ensure accurate location of anchor bolts.

# **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 in accordance with:
  - .1 Manufacturer's instructions and recommendations.
- .2 Vibration Control Devices:
  - .1 Install on piping systems at pumps, boilers, chillers, cooling towers, and as indicated.
- .3 Clamps on riser piping:
  - .1 Support independent of connected horizontal pipework using riser clamps and riser clamp lugs welded to riser.
  - .2 Bolt-tightening torques to industry standards.
  - .3 Steel pipes: install below coupling or shear lugs welded to pipe.
  - .4 Cast iron pipes: install below joint.
- .4 Clevis plates:
  - .1 Attach to concrete with 4 minimum concrete inserts, one at each corner.
- .5 Provide supplementary structural steelwork where structural bearings do not exist or where concrete

inserts are not in correct locations.

- .6 Use approved constant support type hangers where:
  - .1 Vertical movement of pipework is 13 mm or more,
  - .2 Transfer of load to adjacent hangers or connected equipment is not permitted.
- .7 Use variable support spring hangers where:
  - .1 Transfer of load to adjacent piping or to connected equipment is not critical.
  - .2 Variation in supporting effect does not exceed 25 % of total load.

### 3.3 HANGER SPACING

- .1 Plumbing piping: to Canadian Plumbing Code.
- .2 Fire protection: to applicable fire code.
- .3 Gas and fuel oil piping: up to NPS 1/2: every 1.8 m.
- .4 Copper piping: up to NPS 1/2: every 1.5 m.
- .5 Flexible joint roll groove pipe: in accordance with table below for steel, but not less than one hanger at joints. Table listings for straight runs without concentrated loads and where full linear movement is not required.
- .6 Within 300 mm of each elbow.

Maximum Pipe Size : NPS	Maximum Spacing Steel	Maximum Spacing Copper
up to 1-1/4	2.4 m	1.8 m
- .7 Pipework greater than NPS 12: to MSS SP 69.

### 3.4 HANGER INSTALLATION

- .1 Install hanger so that rod is vertical under operating conditions.
- .2 Adjust hangers to equalize load.
- .3 Support from structural members. Where structural bearing does not exist or inserts are not in suitable locations, provide supplementary structural steel members.

### 3.5 HORIZONTAL MOVEMENT

- .1 Angularity of rod hanger resulting from horizontal movement of pipework from cold to hot position not to exceed 4 degrees from vertical.
- .2 Where horizontal pipe movement is less than 13 mm, offset pipe hanger and support so that rod hanger is vertical in the hot position.

### **3.6 FINAL ADJUSTMENT**

- .1 Adjust hangers and supports:
  - .1 Ensure that rod is vertical under operating conditions.
  - .2 Equalize loads.
  
- .2 Adjustable clevis:
  - .1 Tighten hanger load nut securely to ensure proper hanger performance.
  - .2 Tighten upper nut after adjustment.
  
- .3 C-clamps:
  - .1 Follow manufacturer's recommended written instructions and torque values when tightening C-clamps to bottom flange of beam.
  
- .4 Beam clamps:
  - .1 Hammer jaw firmly against underside of beam.

### **3.7 CLEANING**

- .1 Clean in accordance with Section 00 10 00 – General Instructions.
  - .1 Remove surplus materials, excess materials, rubbish, tools and equipment.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- .1 Section Includes:
  - .1 Vibration isolation materials and components, seismic control measures and their installation.

### **1.2 REFERENCES**

- .1 National Building Code of Canada (NBC)

### **1.3 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submittals: in accordance with Section 00 10 00 – General Instructions.
  - .1 Submit manufacturer's printed product literature, specifications and datasheet in accordance with Section 00 10 00 – General Instructions. Include product characteristics, performance criteria, and limitations.
- .2 Submit shop drawings in accordance with Section 00 10 00 – General Instructions.
  - .1 Shop drawings: submit drawings stamped and signed by professional engineer registered or licensed in Province of Ontario, Canada.
  - .2 Provide separate shop drawings for each isolated system complete with performance and product data.
  - .3 Provide detailed drawings of seismic control measures for equipment and piping.
- .3 Quality assurance submittals: submit following in accordance with Section 00 10 00 – General Instructions.
  - .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.

### **1.4 DELIVERY, STORAGE, AND HANDLING**

- .1 Packing, shipping, handling and unloading:
  - .1 Deliver, store and handle in accordance with Section 00 10 00 – General Instructions, and with manufacturer's written instructions.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- .1 Size and shape of bases type and performance of vibration isolation as indicated.

## 2.2 ELASTOMERIC PADS

- .1 Type EP1 - neoprene waffle or ribbed; 9 mm minimum thick; 50 durometer; maximum loading 350 kPa.
- .2 Type EP2 - rubber waffle or ribbed; 9 mm minimum thick; 30 durometer natural rubber; maximum loading 415 kPa.
- .3 Type EP3 - neoprene-steel-neoprene; 9 mm minimum thick neoprene bonded to 1.71 mm steel plate; 50 durometer neoprene, waffle or ribbed; holes sleeved with isolation washers; maximum loading 350 kPa.
- .4 Type EP4 - rubber-steel-rubber; 9 mm minimum thick rubber bonded to 1.71 mm steel plate; 30 durometer natural rubber, waffle or ribbed; holes sleeved with isolation washers; maximum loading 415 kPa.

## 2.3 ELASTOMERIC MOUNTS

- .1 Type M1 - colour coded; neoprene in shear; maximum durometer of 60; threaded insert and two bolt-down holes; ribbed top and bottom surfaces.

## 2.4 SPRINGS

- .1 Design stable springs: ratio of lateral to axial stiffness is equal to or greater than 1.2 times ratio of static deflection to working height. Select for 50% travel beyond rated load. Units complete with levelling devices.
- .2 Ratio of height when loaded to diameter of spring between 0.8 to 1.0.
- .3 Cadmium plate for outdoor installations.
- .4 Colour code springs.

## 2.5 SPRING MOUNT

- .1 Zinc or cadmium plated hardware; housings coated with rust resistant paint.
- .2 Type M2 - stable open spring: support on bonded 6 mm minimum thick ribbed neoprene or rubber friction and acoustic pad.
- .3 Type M3 - stable open spring: 6 mm minimum thick ribbed neoprene or rubber friction and acoustic pad, bonded under isolator and on isolator top plate; levelling bolt for rigidly mounting to equipment.
- .4 Type M4 - restrained stable open spring: supported on bonded 6 mm minimum thick ribbed neoprene or rubber friction and acoustic pad; built-in resilient limit stops, removable spacer plates.
- .5 Type M5 - enclosed spring mounts with snubbers for isolation up to 950 kg maximum.

## **2.6 HANGERS**

- .1 Colour coded springs, rust resistant, painted box type hangers. Arrange to permit hanger box or rod to move through a 30 degrees arc without metal to metal contact.
- .2 Type H1 - neoprene - in-shear, moulded with rod isolation bushing which passes through hanger box.
- .3 Type H2 - stable spring, elastomeric washer, cup with moulded isolation bushing which passes through hanger box.
- .4 Type H3 - stable spring, elastomeric element, cup with moulded isolation bushing which passes through hanger box.
- .5 Type H4 - stable spring, elastomeric element with precompression washer and nut [with deflection indicator].

## **2.7 ACOUSTIC BARRIERS FOR ANCHORS AND GUIDES**

- .1 Acoustic barriers: between pipe and support, consisting of 25 mm minimum thick heavy duty duck and neoprene isolation material.

## **2.8 HORIZONTAL THRUST RESTRAINT**

- .1 Spring and elastomeric element housed in box frame; assembly complete with rods and angle brackets for equipment and ductwork attachment; provision for adjustment to limit maximum start and stop movement to 9 mm.
- .2 Arrange restraints symmetrically on either side of unit and attach at centerline of thrust.

## **2.9 STRUCTURAL BASES**

- .1 Type B1 - Prefabricated steel base: integrally welded on sizes up to 2400 mm on smallest dimension, split for field welding on sizes over 2400 mm on smallest dimension and reinforced for alignment of drive and driven equipment; without supplementary hold down devices; complete with isolation element attached to base brackets arranged to minimize height; pre-drilled holes to receive equipment anchor bolts; and complete with adjustable built-in motor slide rail where indicated.
- .2 Type B2 - Steel rail base: structural steel, positioned for alignment of drive and driven equipment; without supplementary hold down devices; complete with isolation element attached to base brackets arranged to minimize height; and pre-drilled holes to receive equipment anchor bolts.
- .3 Bases to clear housekeeping pads by 25 mm minimum.

## **2.10 INERTIA BASE**

- .1 Type B3 - Full depth perimeter structural or formed channels, frames: welded in place reinforcing

rods running in both directions; spring mounted, carried by gusseted height-saving brackets welded to frame; and clear housekeeping pads by 50 mm minimum.

## 2.11 ROOF CURB ISOLATION RAILS

- .1 General: complete factory assembled.
- .2 Lower member: continuous rectangular steel tube or extruded aluminum channel.
- .3 Upper member: continuous rectangular steel tube or extruded aluminum channel to provide continuous support for equipment, complete with all-directional neoprene snubber bushings 6 mm thick to resist wind and seismic forces.
- .4 Springs: steel, adjustable, removable, selected for 25 mm maximum static deflection plus 50% additional travel to solid, cadmium plated, sized and positioned to ensure uniform deflection.
- .5 High frequency isolation: 6 mm minimum thick pads on top and bottom of each spring. Material: closed cell neoprene.
- .6 Weatherproofing: continuous flexible counterflashing to curb and providing access to springs. Material: aluminum.
- .7 Hardware: cadmium plated or galvanized.

## 2.12 SEISMIC CONTROL MEASURES

- .1 General:
  - .1 Following systems and/or equipment to remain operational during and after earthquakes:
    - .1 Split AC units.
    - .2 Mini makeup air unit.
  - .2 Seismic control systems to work in every direction.
  - .3 Fasteners and attachment points to resist same maximum load as seismic restraint.
  - .4 Drilled or power driven anchors and fasteners not permitted.
  - .5 No equipment, equipment supports or mounts to fail before failure of structure.
  - .6 Supports of cast iron or threaded pipe not permitted.
  - .7 Seismic control measures not to interfere with integrity of firestopping.
- .2 Static equipment:
  - .1 Anchor equipment to equipment supports. Anchor equipment supports to structure.
  - .2 Suspended equipment:
    - .1 Use one or more of following methods depending upon site conditions:
      - .1 Install tight to structure.
      - .2 Cross brace in every direction.
      - .3 Brace back to structure.
      - .4 Cable restraint system.
  - .3 Seismic restraints:
    - .1 Cushioning action gentle and steady.
    - .2 Never reach metal-like stiffness.
- .3 Vibration isolated equipment:



- .1 Seismic control measures not to jeopardize noise and vibration isolation systems. Provide 6 to 9 mm clearance during normal operation of equipment and systems between seismic restraint and equipment.
- .2 Incorporate seismic restraints into vibration isolation system to resist complete isolator unloading.
- .3 As indicated.
- .4 Piping systems:
  - .1 Piping systems: hangers longer than 300 mm; brace at each hanger.
  - .2 Compatible with requirements for anchoring and guiding of piping systems.
- .5 Bracing methods:
  - .1 Approved by Departmental Representative.
  - .2 Structural angles or channels.
  - .3 Cable restraint system incorporating grommets, shackles and other hardware to ensure alignment of restraints and to avoid bending of cables at connection points. Incorporate neoprene into cable connections to reduce shock loads.

## **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 Seismic control measures to meet requirements of NBC.
- .2 Install vibration isolation equipment in accordance with manufacturers instructions and adjust mountings to level equipment.
- .3 Ensure piping, ducting and electrical connections to isolated equipment do not reduce system flexibility and that piping, conduit and ducting passage through walls and floors do not transmit vibrations.
- .4 Unless indicated otherwise, support piping connected to isolated equipment with spring mounts or spring hangers with 25 mm minimum static deflection as follows:
  - .1 Up to NPS4: first 3 points of support. NPS5 to NPS8: first 4 points of support. NPS10 and Over: first 6 points of support.
  - .2 First point of support: static deflection of twice deflection of isolated equipment, but not more than 50 mm.
- .5 Where isolation is bolted to floor use vibration isolation rubber washers.
- .6 Block and shim level bases so that ductwork and piping connections can be made to rigid system at operating level, before isolator adjustment is made. Ensure that there is no physical contact between isolated equipment and building structure.

### **3.3 CLEANING**

- .1 Proceed in accordance with Section 00 10 00 – General Instructions.
- .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 to perform TAB to Departmental Representative within 14 days of award of contract.
- .2 Provide documentation confirming qualifications, successful experience.
- .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 Environmental Balancing Bureau (NEBB) TABES, Procedural Standards for Testing, Adjusting, Balancing of Environmental Systems.
  - .3 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 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.
  - .2 Where new procedures, and requirements, are applicable to Contract requirements have been published or adopted by body responsible for TAB Standard used (AABC, NEBB, or TABB), 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 loads using actual or simulated loads.
- .2 Adjust and regulate equipment and systems to meet specified performance requirements and to achieve specified interaction with other related systems under normal loads and operating conditions.
- .3 Balance systems and equipment to regulate flow rates to match design load requirements.

### **1.4 EXCEPTIONS**

- .1 TAB of systems and equipment regulated by codes, standards 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 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 Departmental 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 Departmental Representative in writing 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 Division 23.

### **1.8 OPERATION OF SYSTEMS DURING TAB**

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

## 1.9 START OF TAB

- .1 Notify Departmental Representative 7 days prior to start of TAB.
- .2 Start TAB when building is essentially completed, including:
  - .3 Installation of ceilings, doors, windows, other construction affecting TAB.
  - .4 Application of weatherstripping, sealing, and caulking.
  - .5 Pressure, leakage, other tests specified elsewhere Division 23.
  - .6 Provisions for TAB installed and operational.
- .7 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.

## 1.10 APPLICATION TOLERANCES

- .1 Do TAB to following tolerances of design values:
  - .1 HVAC systems: plus 5 %, minus 5 %.

## 1.11 ACCURACY TOLERANCES

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

## 1.12 INSTRUMENTS

- .1 Prior to TAB, submit to Departmental Representative list of instruments 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 months of TAB. Provide certificate of calibration to Departmental Representative.

### **1.13 ACTION AND INFORMATIONAL 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 Departmental 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 TAB report to show results in SI units and to include:
  - .1 Project record drawings.
  - .2 System schematics.
- .2 Submit one electronic copy of TAB Report to Departmental Representative for verification and approval, in both official languages.

### **1.16 VERIFICATION**

- .1 Reported results subject to verification by Departmental Representative.
- .2 Provide personnel and instrumentation to verify up to 30 % of reported results.
- .3 Number and location of verified results as directed by Departmental Representative.
- .4 Pay costs to repeat TAB as required to satisfaction of Departmental Representative.

### **1.17 SETTINGS**

- .1 After TAB is completed to satisfaction of Departmental 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. Do not eradicate or cover markings.

### **1.18 COMPLETION OF TAB**

- .1 TAB considered complete when final TAB Report received and approved by Departmental Representative.

## **1.19 AIR SYSTEMS**

- .1 Standard: TAB to most stringent of this section.
- .2 Do TAB of systems, equipment, components, controls specified Division 23.
- .3 Qualifications: personnel performing TAB current member in good standing of AABC or NEBB.
- .4 Quality assurance: perform TAB under direction of supervisor qualified by AABC or NEBB.
- .5 Measurements: to include 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.
- .6 Locations of equipment measurements: to include 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 as appropriate: main ducts, main branch, sub-branch, run-out (or grille, register or diffuser).

## **PART 2 - PRODUCTS**

### **2.1 NOT USED**

- .1 Not used.

## **PART 3 - EXECUTION**

### **3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

## PART 1- GENERAL

### 1.1 REFERENCES

- .1 Definitions:
  - .1 For purposes of this section:
    - .1 "CONCEALED" - insulated mechanical services and equipment in suspended ceilings and non-accessible chases and furred-in spaces.
    - .2 "EXPOSED" - means "not concealed" as previously defined.
    - .3 Insulation systems - insulation material, fasteners, jackets, and other accessories.
  - .2 TIAC Codes:
    - .1 CRD: Code Round Ductwork,
    - .2 CRF: Code Rectangular Finish.
- .2 Reference Standards:
  - .1 American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
    - .1 ANSI/ASHRAE/IESNA 90.1, SI; Energy Standard for Buildings Except Low-Rise Residential Buildings.
  - .2 ASTM International Inc.
    - .1 ASTM B 209M, Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric).
    - .2 ASTM C 335, Standard Test Method for Steady State Heat Transfer Properties of Pipe Insulation.
    - .3 ASTM C 411, Standard Test Method for Hot-Surface Performance of High-Temperature Thermal Insulation.
    - .4 ASTM C 449/C 449M, Standard Specification for Mineral Fiber-Hydraulic-Setting Thermal Insulating and Finishing Cement.
    - .5 ASTM C 547, Standard Specification for Mineral Fiber Pipe Insulation.
    - .6 ASTM C 553, Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
    - .7 ASTM C 612, Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
    - .8 ASTM C 795, Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
    - .9 ASTM C 921, Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
  - .3 Canadian General Standards Board (CGSB)
    - .1 CGSB 51-GP-52Ma, Vapour Barrier, Jacket and Facing Material for Pipe, Duct and Equipment Thermal Insulation.
  - .4 Green Seal Environmental Standards (GSES)
    - .1 Standard GS-36, Commercial Adhesives.
  - .5 South Coast Air Quality Management District (SCAQMD), California State
    - .1 SCAQMD Rule 1168, Adhesive and Sealant Applications.
  - .6 Thermal Insulation Association of Canada (TIAC): National Insulation Standards.
  - .7 Underwriters Laboratories of Canada (ULC)
    - .1 CAN/ULC-S102, Method of Test for Surface Burning Characteristics of Building Materials and Assemblies.



- .2 CAN/ULC-S701, Standard for Thermal Insulation, Polystyrene, Boards and Pipe Covering.

## 1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 00 10 00 – General Instructions.
- .2 Product Data:
  - .1 Provide manufacturer's printed product literature and datasheets for duct insulation, and include product characteristics, performance criteria, physical size, finish and limitations.
    - .1 Description of equipment giving manufacturer's name, type, model, year and capacity.
    - .2 Details of operation, servicing and maintenance.
    - .3 Recommended spare parts list.
  - .3 Shop Drawings:
    - .1 Provide drawings stamped and signed by professional engineer registered or licensed in Province of Ontario, Canada.
  - .4 Manufacturers' Instructions:
    - .1 Provide manufacture's written duct insulation jointing recommendations. and special handling criteria, installation sequence, cleaning procedures.

## 1.3 QUALITY ASSURANCE

- .1 Qualifications:
  - .1 Installer: specialist in performing work of this section, and have at least 3 years successful experience in this size and type of project, member of TIAC.

## 1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle in accordance with Section 00 10 00 – General Instructions.
- .2 Deliver materials to site in original factory packaging, labelled with manufacturer's name, address.

## PART 2 - PRODUCTS

### 2.1 FIRE AND SMOKE RATING

- .1 To CAN/ULC-S102:
  - .1 Maximum flame spread rating: 25.
  - .2 Maximum smoke developed rating: 50.

## 2.2 INSULATION

- .1 Mineral fibre: as specified, includes glass fibre, rock wool, slag wool.
- .2 Thermal conductivity ("k" factor) not to exceed specified values at 24 degrees C mean temperature when tested in accordance with ASTM C 335.
- .3 TIAC Code C-1: Rigid mineral fibre board to ASTM C 612, with factory applied vapour retarder jacket to CGSB 51-GP-52Ma (as scheduled in PART 3 of this Section).
- .4 TIAC Code C-2: Mineral fibre blanket to ASTM C 553 faced with factory applied vapour retarder jacket to CGSB 51-GP-52Ma (as scheduled in PART 3 of this section).
  - .1 Mineral fibre: to ASTM C 553.
  - .2 Jacket: to CGSB 51-GP-52Ma.
  - .3 Maximum "k" factor: to ASTM C 553.

## 2.3 JACKETS

- .1 Canvas:
  - .1 220 g/m<sup>2</sup> cotton, plain weave, treated with dilute fire retardant lagging adhesive to ASTM C 921.
- .2 Lagging adhesive: compatible with insulation.

## 2.4 ACCESSORIES

- .1 Vapour retarder lap adhesive:
  - .1 Water based, fire retardant type, compatible with insulation.
- .2 Indoor Vapour Retarder Finish:
  - .1 Vinyl emulsion type acrylic, compatible with insulation.
- .3 Insulating Cement: hydraulic setting on mineral wool, to ASTM C 449.
- .4 ULC Listed Canvas Jacket:
  - .1 220 g/m<sup>2</sup> cotton, plain weave, treated with dilute fire retardant lagging adhesive to ASTM C 921.
- .5 Tape: self-adhesive, aluminum, reinforced, 75 mm wide minimum.
- .6 Contact adhesive: quick-setting
- .7 Canvas adhesive: washable.
- .8 Tie wire: 1.5 mm stainless steel.
- .9 Banding: 19 mm wide, 0.5 mm thick stainless steel.
- .10 Facing: 25 mm stainless steel hexagonal wire mesh stitched on one face of insulation.
- .11 Fasteners: 2 mm diameter pins with 35 mm diameter clips, length to suit thickness of insulation.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- .1 Manufacturer's Instructions: comply with manufacturer's written recommendations, including product technical bulletins, handling, storage and installation instructions, and datasheets.

### 3.2 PRE-INSTALLATION REQUIREMENTS

- .1 Pressure test ductwork systems complete, witness and certify.
- .2 Ensure surfaces are clean, dry, free from foreign material.

### 3.3 INSTALLATION

- .1 Install in accordance with TIAC National Standards.
- .2 Apply materials in accordance with manufacturers instructions and as indicated.
- .3 Maintain uninterrupted continuity and integrity of vapour retarder jacket and finishes.
  - .1 Ensure hangers, and supports are outside vapour retarder jacket.
- .4 Hangers and supports in accordance with Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment.
  - .1 Apply high compressive strength insulation where insulation may be compressed by weight of ductwork.
- .5 Fasteners: install at 300 mm on centre in horizontal and vertical directions, minimum 2 rows each side.

### 3.4 DUCTWORK INSULATION SCHEDULE

- .1 Insulation types and thicknesses: conform to following table:

	TIAC Code	Vapour Retarder	Thickness (mm)
Round warm air ducts	C-2	no	25
Rectangle Outside air ducts to makeup air unit	C-1	yes	50

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Round Outside air ducts to makeup air unit	C-2	yes	50
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- .1 Finishes: conform to following table:

	TIAC Code	
Indoor, concealed	Rectangular none	Round none
Indoor, exposed elsewhere	CRF/2	CRD/3

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### 3.5 CLEANING

- .1 Clean in accordance with Section 00 10 00 – General Instructions.  
.1 Remove surplus materials, excess materials, rubbish, tools and equipment.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- .1 Section Includes:
  - .1 Thermal insulation for piping and piping accessories.

### **1.2 REFERENCES**

- .1 American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
  - .1 ASHRAE Standard 90.1, Energy Standard for Buildings Except Low-Rise Residential Buildings (IESNA co-sponsored; ANSI approved; Continuous Maintenance Standard).
- .2 American Society for Testing and Materials International (ASTM)
  - .1 ASTM B 209M, Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.
  - .2 ASTM C 335, Standard Test Method for Steady State Heat Transfer Properties of Horizontal Pipe Insulation.
  - .3 ASTM C 411, Standard Test Method for Hot-Surface Performance of High-Temperature Thermal Insulation.
  - .4 ASTM C 449/C 449M, Standard Specification for Mineral Fiber-Hydraulic-Setting Thermal Insulating and Finishing Cement.
  - .5 ASTM C 533, Calcium Silicate Block and Pipe Thermal Insulation.
  - .6 ASTM C 547, Mineral Fiber Pipe Insulation.
  - .7 ASTM C 795, Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.
  - .8 ASTM C 921, Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
- .3 Canadian General Standards Board (CGSB)
  - .1 CGSB 51-GP-52Ma, Vapour Barrier, Jacket and Facing Material for Pipe, Duct and Equipment Thermal Insulation.
  - .2 CAN/CGSB-51.53, Poly (Vinyl Chloride) Jacketing Sheet, for Insulated Pipes, Vessels and Round Ducts
- .4 Department of Justice Canada (Jus)
  - .1 Canadian Environmental Assessment Act (CEAA), 1995, c. 37.
  - .2 Canadian Environmental Protection Act (CEPA), 1999, c. 33.
  - .3 Transportation of Dangerous Goods Act (TDGA), 1992, c. 34.
- .5 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
  - .1 Material Safety Data Sheets (MSDS).
- .6 Manufacturer's Trade Associations
  - .1 Thermal Insulation Association of Canada (TIAC): National Insulation Standards.
- .7 Underwriters' Laboratories of Canada (ULC)
  - .1 CAN/ULC-S102, Surface Burning Characteristics of Building Materials and Assemblies.

- .2 CAN/ULC-S701, Thermal Insulation, Polystyrene, Boards and Pipe Covering.
- .3 CAN/ULC-S702, Thermal Insulation, Mineral Fibre, for Buildings
- .4 CAN/ULC-S702.2, Thermal Insulation, Mineral Fibre, for Buildings, Part 2: Application Guidelines.

### 1.3 DEFINITIONS

- .1 For purposes of this section:
  - .1 "CONCEALED" - insulated mechanical services in suspended ceilings and non-accessible chases and furred-in spaces.
  - .2 "EXPOSED" - will mean "not concealed" as specified.
- .2 TIAC ss:
  - .1 CRF: Code Rectangular Finish.
  - .2 CPF: Code Piping Finish.

### 1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submittals: in accordance with Section 00 10 00 – General Instructions.
- .2 Product Data:
  - .1 Submit manufacturer's printed product literature, specifications and datasheet in accordance with Section 00 10 00 – General Instructions. Include product characteristics, performance criteria, and limitations.
- .3 Shop Drawings:
  - .1 Submit shop drawings in accordance with Section 00 10 00 – General Instructions.
- .4 Quality assurance submittals: submit following in accordance with Section 00 10 00 – General Instructions.
  - .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.

### 1.5 QUALITY ASSURANCE

- .1 Qualifications:
  - .1 Installer: specialist in performing work of this Section, and have at least 3 years successful experience in this size and type of project, member of TIAC.

### 1.6 DELIVERY, STORAGE AND HANDLING

- .1 Packing, shipping, handling and unloading:
  - .1 Deliver, store and handle in accordance with manufacturer's written instructions and Section 00 10 00 – General Instructions.
  - .2 Deliver, store and handle materials in accordance with manufacturer's written instructions.
  - .3 Deliver materials to site in original factory packaging, labelled with manufacturer's name, address.

- .2 Storage and Protection:
  - .1 Protect from weather, construction traffic.
  - .2 Protect against damage.
  - .3 Store at temperatures and conditions required by manufacturer.

## **PART 2 - PRODUCTS**

### **2.1 FIRE AND SMOKE RATING**

- .1 In accordance with CAN/ULC-S102.
  - .1 Maximum flame spread rating: 25.
  - .2 Maximum smoke developed rating: 50.

### **2.2 INSULATION**

- .1 Mineral fibre specified includes glass fibre, rock wool, slag wool.
- .2 Thermal conductivity ("k" factor) not to exceed specified values at 24 degrees C mean temperature when tested in accordance with ASTM C 335.
- .3 TIAC Code C-2: mineral fibre blanket faced with factory applied vapour retarder jacket (as scheduled in PART 3 of this section).
  - .1 Mineral fibre: to CAN/ULC-S702.
  - .2 Jacket: to CGSB 51-GP-52Ma.
  - .3 Maximum "k" factor: to CAN/ULC-S702.
- .4 TIAC Code A-6: flexible unicellular tubular elastomer.
  - .1 Insulation: flexible closed-cell elastomeric thermal insulation, in tubular, sheet or roll form.
  - .2 Certified by manufacturer: free of potential stress corrosion cracking corrodants.
  - .3 Acceptable products: AP Armaflex, or approved equal.

### **2.3 INSULATION SECUREMENT**

- .1 Tape: self-adhesive, aluminum, reinforced, 50 mm wide minimum.
- .2 Contact adhesive: quick setting.
- .3 Canvas adhesive: washable.
- .4 Tie wire: 1.5 mm diameter stainless steel.
- .5 Bands: stainless steel, 19 mm wide, 0.5 mm thick.

### **2.4 CEMENT**

- .1 Thermal insulating and finishing cement:
  - .1 Hydraulic setting on mineral wool, to ASTM C 449/C 449M.

## **2.5 VAPOUR RETARDER LAP ADHESIVE**

- .1 Water based, fire retardant type, compatible with insulation.

## **2.6 INDOOR VAPOUR RETARDER FINISH**

- .1 Vinyl emulsion type acrylic, compatible with insulation.

## **2.7 JACKETS**

- .1 Canvas:
  - .1 220 g/m<sup>2</sup> cotton, plain weave, treated with dilute fire retardant lagging adhesive to ASTM C 921.
  - .2 Lagging adhesive: compatible with insulation.

## **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 PRE-INSTALLATION REQUIREMENT**

- .1 Pressure testing of piping systems and adjacent equipment to be complete, witnessed and certified.
- .2 Surfaces clean, dry, free from foreign material.

### **3.3 INSTALLATION**

- .1 Install in accordance with TIAC National Standards.
- .2 Apply materials in accordance with manufacturers instructions and this specification.
- .3 Use two layers with staggered joints when required nominal wall thickness exceeds 75 mm.
- .4 Maintain uninterrupted continuity and integrity of vapour retarder jacket and finishes.
  - .1 Install hangers, supports outside vapour retarder jacket.
- .5 Supports, Hangers:
  - .1 Apply high compressive strength insulation, suitable for service, at oversized saddles and shoes where insulation saddles have not been provided.



### 3.4 REMOVABLE, PRE-FABRICATED, INSULATION AND ENCLOSURES

- .1 Application: at valves and unions at equipment.
- .2 Design: to permit periodic removal and replacement without damage to adjacent insulation.
- .3 Insulation:
  - .1 Insulation, fastenings and finishes: same as system.

### 3.5 INSTALLATION OF ELASTOMERIC INSULATION

- .1 Insulation to remain dry. Overlaps to manufacturers instructions. Ensure tight joints.
- .2 Provide vapour retarder as recommended by manufacturer.
- .3 Apply ArmaFlex WB finish on insulation exposed outdoors.

### 3.6 PIPING INSULATION SCHEDULES

- .1 Includes valves, valve bonnets, strainers, flanges and fittings unless otherwise specified.
- .2 TIAC Code: A-6.
  - .1 Insulation securements: ArmaFlex BLV – black low VOC air-drying, solvent-based contact adhesive.
  - .2 Seals: ArmaFlex BLV – black low VOC air-drying, solvent-based contact adhesive and ArmaFlex insulation tape.
  - .3 Installation: TIAC Code: 1051-C.
- .3 TIAC Code: C-2 with vapour retarder jacket.
  - .1 Insulation securements: SS bands at 300 mm oc.
  - .2 Seals: lap seal adhesive, lagging adhesive.
  - .3 Installation: TIAC Code: 1501-C.
- .4 Thickness of insulation as listed in following table.
  - .1 Run-outs to individual units and equipment not exceeding 4000 mm long.

Application	Temp. °C	TIAC code	Pipe sizes (NPS) and insulation thickness (mm)					
			Runout	to 1	1¼ to 2	2½ to 4	5 to 6	8 & over
Refrigerant [hot gas] [liquid] [suction]		A-6	25	25	25	25	25	25
Condensate Drain		C-2	25	25	25	25	25	25

- .5 Finishes:
  - .1 Exposed indoors: canvas jacket.
  - .2 Outdoors: UV resistant paintable insulation coating, ArmaFlex WB Finish.
  - .3 Finish attachments: SS bands, at 150 mm on centre. Seals: closed.
  - .4 Installation: to appropriate TIAC code CRF/1 through CPF/5.

### **3.7 CLEANING**

- .1 Proceed in accordance with Section 00 10 00 – General Instructions.
- .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 RELATED REQUIREMENTS**

- .1 Section 23 05 29 – Hangers and Supports for HVAC Piping and Equipment
- .2 Section 23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment

### **1.2 REFERENCES**

- .1 ASME
  - .1 ASME B16.22, Wrought Copper and Copper Alloy Solder - Joint Pressure Fittings.
  - .2 ASME B31.5, Refrigeration Piping and Heat Transfer Components.
- .2 ASTM International
  - .1 ASTM B 280, Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
- .3 CSA Group
  - .1 CSA B52, B52 Package, Mechanical Refrigeration Code.

### **1.3 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 00 10 00 – General Instructions.
- .2 Product Data:
  - .1 Submit manufacturer's instructions, printed product literature and data sheets for refrigerant piping, fittings and equipment and include product characteristics, performance criteria, physical size, finish and limitations.

### **1.4 DELIVERY, STORAGE AND HANDLING**

- .1 Deliver, store and handle materials in accordance with Section 00 10 00 – General Instructions and with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
  - .1 Store materials indoors and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
  - .2 Store and protect refrigerant piping, fittings and equipment from nicks, scratches, and blemishes.

- .3 Replace defective or damaged materials with new.

## **PART 2 - PRODUCTS**

### **2.1 TUBING**

- .1 Processed for refrigeration installations, deoxidized, dehydrated and sealed.
  - .1 Hard copper: to ASTM B 280, type ACR.

### **2.2 FITTINGS**

- .1 Service: design pressure 2070 kPa and temperature 121 degrees C.
- .2 Brazed:
  - .1 Fittings: wrought copper to ASME B16.22.
  - .2 Joints: silver solder, 15% Ag-80% Cu-5%P or copper-phosphorous, 95% Cu-5%P and non-corrosive flux.

### **2.3 PIPE SLEEVES**

- .1 Hard copper or steel, sized to provide 6 mm clearance around between sleeve and uninsulated pipe or between sleeve and insulation.

### **2.4 VALVES**

- .1 22 mm and under: Class 500, 3.5 MPa, globe or angle non-directional type, diaphragm, packless type, with forged brass body and bonnet, moisture proof seal for below freezing applications, brazed connections.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- .1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for refrigerant piping installation in accordance with manufacturer's written instructions.
  - .1 Visually inspect substrate in presence of Departmental Representative.
  - .2 Inform Departmental Representative of unacceptable conditions immediately upon discovery.
  - .3 Proceed with installation only after unacceptable conditions have been remedied.

### **3.2 MANUFACTURER'S INSTRUCTIONS**

- .1 Compliance: comply with manufacturer's written recommendations or specifications, including

product technical bulletins, handling, storage and installation instructions, and datasheet.

### 3.3 GENERAL

- .1 Install in accordance with CSA B52, EPS1/RA/1 and ASME B31.5.

### 3.4 BRAZING PROCEDURES

- .1 Bleed inert gas into pipe during brazing.
- .2 Remove valve internal parts, solenoid valve coils, sight glass.
- .3 Do not apply heat near expansion valve and bulb.

### 3.5 PIPING INSTALLATION

- .1 General:
  - .1 Hard drawn copper tubing: do not bend. Minimize use of fittings.
- .2 Hot gas lines:
  - .1 Pitch at least 1:240 down in direction of flow to prevent oil return to compressor during operation.
  - .2 Provide trap at base of risers greater than 2400 mm high and at each 7600 mm thereafter.
  - .3 Provide inverted deep trap at top of risers.

### 3.6 PRESSURE AND LEAK TESTING

- .1 Close valves on factory charged equipment and other equipment not designed for test pressures.
- .2 Leak test to CSA B52 before evacuation to 2 MPa and 1 MPa on high and low sides respectively.
- .3 Test procedure: build pressure up to 35 kPa with refrigerant gas on high and low sides. Supplement with nitrogen to required test pressure. Test for leaks with electronic or halide detector. Repair leaks and repeat tests.

### 3.7 FIELD QUALITY CONTROL

- .1 Site Tests/Inspection:
  - .1 Close service valves on factory charged equipment.
- .2 Ambient temperatures to be at least 13 degrees C for at least 12 hours before and during dehydration.
- .3 Use copper lines of largest practical size to reduce evacuation time.
- .4 Use two-stage vacuum pump with gas ballast on 2nd stage capable of pulling 5 Pa absolute and filled with dehydrated oil.

- .5 Measure system pressure with vacuum gauge. Take readings with valve between vacuum pump and system closed.
- .6 Triple evacuate system components containing gases other than correct refrigerant or having lost holding charge as follows:
  - .1 Twice to 14 Pa absolute and hold for 4 hours.
  - .2 Break vacuum with refrigerant to 14 kPa.
  - .3 Final to 5 Pa absolute and hold for at least 12 hours.
  - .4 Isolate pump from system, record vacuum and time readings until stabilization of vacuum.
  - .5 Submit test results to Departmental Representative.
- .7 Charging:
  - .1 Charge system through filter-drier and charging valve on high side. Low side charging not permitted.
  - .2 With compressors off, charge only amount necessary for proper operation of system. If system pressures equalize before system is fully charged, close charging valve and start up. With unit operating, add remainder of charge to system.
  - .3 Re-purge charging line if refrigerant container is changed during charging process.
- .8 Checks:
  - .1 Make checks and measurements as per manufacturer's operation and maintenance instructions.
  - .2 Record and report measurements to Departmental Representative.

### 3.8 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 00 10 00 – General Instructions.
  - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 00 10 00 – General Instructions.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1 RELATED REQUIREMENTS**

- .1 Section 23 05 00 – Common Work Results for HVAC.
- .2 Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment.
- .3 Section 23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment.

### **1.2 REFERENCES**

- .1 American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- .2 ASTM International
  - .1 ASTM A 480/A 480M, Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet and Strip.
  - .2 ASTM A 635/A 635M, Standard Specification for Steel, Sheet and Strip, Heavy-Thickness Coils, Hot-Rolled, Alloy, Carbon, Structural, High-Strength Low-Alloy, and High-Strength Low-Alloy with Improved Formability, General Requirements.
  - .3 ASTM A 653/A 653M, Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- .3 National Fire Protection Association (NFPA)
  - .1 NFPA 90A, Standard for the Installation of Air-Conditioning and Ventilating Systems.
  - .2 NFPA 90B, Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.
  - .3 NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.
- .4 Sheet Metal and Air Conditioning Contractors' National Association (SMACNA)
  - .1 SMACNA HVAC Duct Construction Standards - Metal and Flexible.
  - .2 SMACNA HVAC Air Duct Leakage Test Manual.

### **1.3 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 00 10 00 – General Instructions.
- .2 Product Data:
  - .1 Submit manufacturer's instructions, printed product literature and data sheets for [metal ducts] and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Shop Drawings:
  - .1 Submit drawings stamped and signed by professional engineer registered or licensed in Province of Ontario, Canada.

- .4 Test and Evaluation Reports:
  - .1 Certification of Ratings:
    - .1 Catalogue or published ratings to be those obtained from tests carried out by manufacturer or independent testing agency signifying adherence to codes and standards.

#### 1.4 DELIVERY, STORAGE AND HANDLING

- .1 Deliver, store and handle materials in accordance with Section 00 10 00 – General Instructions and with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
  - .1 Store materials indoors and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
  - .2 Store and protect metal ducts from nicks, scratches, and blemishes.
  - .3 Replace defective or damaged materials with new.

### PART 2 - PRODUCTS

#### 2.1 SEAL CLASSIFICATION

- .1 Classification as follows:

<u>Maximum Pressure Pa</u>	<u>SMACNA Seal Class</u>
125	C
- .2 Seal classification:
  - .1 Class C: transverse joints and connections made air tight with sealant. Longitudinal seams unsealed.

#### 2.2 SEALANT

- .1 Sealant: oil resistant, water borne, polymer type flame resistant duct sealant. Temperature range of minus 30 degrees C to plus 93 degrees C.

#### 2.3 DUCT LEAKAGE

- .1 In accordance with SMACNA HVAC Air Duct Leakage Test Manual.

#### 2.4 FITTINGS

- .1 Fabrication: to SMACNA.



- .2 Radiused elbows:
  - .1 Round: five piece, centreline radius: 1.5 times diameter.
- .3 Branches:
  - .1 Round main and branch: enter main duct at 45 degrees with conical connection.
  - .2 Provide volume control damper in branch duct near connection to main duct.
  - .3 Main duct branches: with splitter damper.
- .4 Transitions:
  - .1 Diverging: 20 degrees maximum included angle.
  - .2 Converging: 30 degrees maximum included angle.
- .5 Offsets:
  - .1 Full radiused elbows.

## 2.5 FIRE STOPPING

- .1 Retaining angles around duct, on both sides of fire separation.
- .2 Fire stopping material and installation must not distort duct.

## 2.6 GALVANIZED STEEL

- .1 Lock forming quality: to ASTM A 653/A 653M, Z90 zinc coating.
- .2 Thickness, fabrication and reinforcement: to SMACNA.
- .3 Joints: to SMACNA.

## 2.7 HANGERS AND SUPPORTS

- .1 Hangers and Supports: in accordance with Section 23 05 29 - Hangers and Supports for HVAC Piping and Equipment.
  - .1 Strap hangers: of same material as duct.
    - .1 Maximum size duct supported by strap hanger: 500.
  - .2 Hanger configuration: to SMACNA.
  - .3 Hangers: galvanized steel angle with galvanized steel rods to following table:

Duct Size	Angle Size	Rod Size
(mm)	(mm)	(mm)
up to 750	25 x 25 x 3	6
- .4 Upper hanger attachments:
  - .1 For concrete: manufactured concrete inserts.
  - .2 For steel joist: manufactured joist clamp.
  - .3 For steel beams: manufactured beam clamps:

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- .1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for metal duct installation in accordance with manufacturer's written instructions.
  - .1 Visually inspect substrate.
  - .2 Inform Departmental Representative of unacceptable conditions immediately upon discovery.
  - .3 Proceed with installation only after unacceptable conditions have been remedied.

### 3.2 GENERAL

- .1 Do work in accordance with SMACNA.
- .2 Do not break continuity of insulation vapour barrier with hangers or rods.
  - .1 Insulate strap hangers 100 mm beyond insulated duct.

### 3.3 HANGERS

- .1 Strap hangers: install in accordance with SMACNA.
- .2 Angle hangers: complete with locking nuts and washers.
- .3 Hanger spacing: in accordance with as follows:

<u>Duct Size</u>	<u>Spacing</u>
(mm)	(mm)
to 1500	3000

### 3.4 SEALING AND TAPING

- .1 Apply sealant in accordance with SMACNA and to manufacturer's recommendations.

### 3.5 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 00 10 00 – General Instructions.
  - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 00 10 00 – General Instructions.

**END OF SECTION**

**1 REFERENCES**

- .1 Perform all work to meet or exceed the requirements of the Canadian Electrical Code, CSA Standard C22.1 - (latest edition).
- .2 Consider CSA Electrical Bulletins in force at time of tender submission, while not identified and specified by number in this Division, to be forming part of related CSA Part II standard.
- .3 Do overhead and underground systems in accordance with CSA C22.3 except where specified otherwise.
- .4 Where requirements of this specification exceed those of above mentioned standards, this specification shall govern.
- .5 Notify the NRC Departmental Representative as soon as possible when requested to connect equipment supplied by NRC which is not CSA approved.
- .6 Refer to Sections 01 10 00 & 01 35 30.

**2 PERMITS AND FEES**

- .1 Submit to Electrical Inspection Department and Supply Authority necessary number of drawings and specifications for examination and approval prior to commencement of work.
- .2 Pay all fees required for the performance of the work.

**3 START-UP**

- .1 Instruct the NRC Departmental Representative and operating personnel in the operation, care and maintenance of equipment supplied under this contract.

**4 INSPECTION AND FEES**

- .1 Furnish a Certificate of Acceptance from the Authorized Electrical Inspection Department on completion of work.
- .2 Request and obtain Special Inspection approval from the Authorized Electrical Inspection Department for any non-CSA approved control panels or other equipment fabricated by the contractor as part of this contract.
- .3 Pay all fees required for inspections.

**5 OPERATION & MAINTENANCE (O&M) MANUALS**

- .1 O&M manuals to include but not limited to
  - .1 Letter of warranty
  - .2 ESA inspection certificate
  - .3 Fire alarm ventilation report
  - .4 Updated panel schedule c/w circuit breaker size
  - .5 Shop drawings

- .6 As-builts
  - .7 Load balancing report
  - .8 Mechanical equipment start up reports
  - .9 Seismic review letter
- .2 Refer to 00 10 00 for additional information.

## **6 FINISHES**

- .1 Shop finish metal enclosure surfaces by removal of rust and scale, cleaning, application of rust resistant primer inside and outside, and at least two coats of finish enamel.
- .1 Outdoor electrical equipment "equipment green" finish to EEMAC Y1-1-1955.
  - .2 Indoor switchgear and distribution enclosures light grey to EEMAC 2Y-1-1958.
- .2 Clean and touch up surfaces of shop-painted equipment scratched or marred during shipment or installation, to match original paint.

## **7 ACOUSTICAL PERFORMANCE**

- .1 In general provide equipment producing minimal sound levels in accordance with the best and latest practices established by the electrical industry.
- .2 Do not install any device or equipment containing a magnetic flux path metallic core, such as gas discharge lamp ballasts, dimmers, solenoids, etc., which are found to produce a noise level exceeding that of comparable available equipment.

## **8 EQUIPMENT IDENTIFICATION**

- .1 Identify with 3mm (1/8") Brother, P-Touch non-smearing tape, or an alternate approved by the NRC Departmental Representative, all electrical outlets shown on drawings and/or mentioned in the specifications. These are the lighting switches, exit signs, recessed and surface mounted receptacles such as those in offices and service rooms and used to plug in office equipment, telecommunication equipment or small portable tools. Indicate only the source of power (Ex. for a receptacle fed from panel L32 circuit #1: "L32-1").
- .2 P-Touch label to be:
- .1 Black letters on a white background for normal power circuits.
  - .2 Black letters on a yellow background for emergency power circuits.
  - .3 White letters on a red background for fire alarm device.
- .3 Light fixtures are the only exceptions for electrical equipment identification (except as noted in 8.14 below). They are not to be identified.
- .4 Identify with lamicoid nameplates all electrical equipment shown on the drawings and/or mentioned in the specification such as motor control centers, switchgear, splitters, fused switches, isolation switches, motor starting switches, starters, panelboards, transformers, high voltage cables, industrial type receptacles, junction boxes, control panels, etc., regardless of whether or not the electrical equipment was furnished under this section of the specification.

- .5 Coordinate names of equipment and systems with other Divisions to ensure that names and numbers match.
- .6 Wording on lamicoïd nameplates to be approved by the NRC Departmental Representative prior to fabrication.
- .7 Provide two sets of lamicoïd nameplates for each piece of equipment; one in English and one in French.
- .8 Lamicoïd nameplates shall identify the equipment, the voltage characteristics and the power source for the equipment. Example: A new 120/240 volt single phase circuit breaker panelboard, L16, is fed from panelboard LD1 circuit 10.

"PANEL L16  
120/240 V  
FED FROM LD1-10"

PANNEAU L16  
120/240 V  
ALIMENTE PAR LD1-10

- .9 Provide warning labels for equipment fed from two or more sources - "DANGER MULTIPLE POWER FEED" black letters on a yellow background. These labels are available from NRC's Facilities Maintenance group in building M-19.
- .10 Lamicoïd nameplates shall be rigid lamicoïd, minimum 1.5 mm (1/16") thick with:
  - .1 Black letters engraved on a white background for normal power circuits.
  - .2 Black letters engraved on a yellow background for emergency power circuits.
  - .3 White letters engraved on a red background for fire alarm equipment.
- .11 For all interior lamicoïd nameplates, mount nameplates using two-sided tape.
- .12 For all exterior lamicoïd nameplates, mount nameplates using self-tapping 2.3 mm (3/32") dia. slot head screws - two per nameplate for nameplates under 75 mm (3") in height and a minimum of 4 for larger nameplates. Holes in lamicoïd nameplates to be 3.7 mm (3/16") diameter to allow for expansion of lamicoïd due to exterior conditions.
  - .1 No drilling is to be done on live equipment.
  - .2 Metal filings from drilling are to be vacuumed from the enclosure interiors.
- .13 All lamicoïd nameplates shall have a minimum border of 3 mm (1/8"). Characters shall be 9 mm (3/8") in size unless otherwise specified.
- .14 Identify lighting fixtures which are connected to emergency power with a label "EMERGENCY LIGHTING/ÉCLAIRAGE D'URGENCE", black letters on a yellow background. These labels are available from NRC's Facilities Maintenance group in building M-19.
- .15 Provide neatly typed updated circuit directories in a plastic holder on the inside door of new panelboards.
- .16 Carefully update panelboard circuit directories whenever adding, deleting, or modifying existing circuitry.

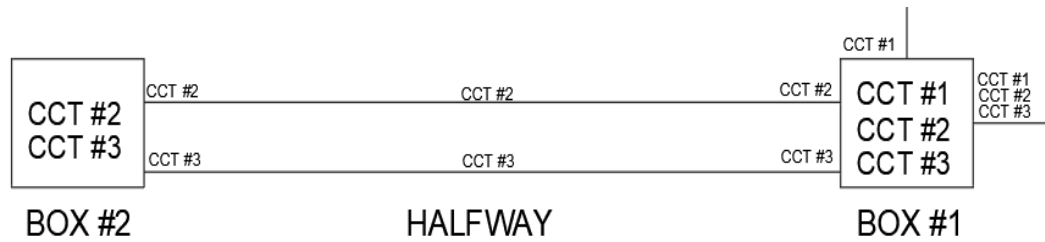
- .17 Identify molded case breaker with lamicoid nameplate.

## **9 WIRING IDENTIFICATION**

- .1 Unless otherwise specified, identify wiring with permanent indelible identifying markings, using 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.

## **10 CONDUIT AND CABLE IDENTIFICATION**

- .1 All new conduits to be factory painted, colour-coded EMT, type as follows:
  - .1 Fire alarm – red conduit
  - .2 Emergency power circuits – yellow conduit
  - .3 Voice/data – blue conduit
  - .4 Gas detection system – purple conduit
  - .5 Building Automation system – orange conduit
  - .6 Other base building low voltage control system – white conduit
  - .7 Security system – green conduit
  - .8 Research center control system – black conduit
- .2 Apply paint to the covers of junction boxes and condulets of existing conduits as follows:
  - .1 Fire alarm – red
  - .2 Emergency power circuits – yellow
  - .3 Voice/data – blue
  - .4 Gas detection system – purple
  - .5 Building Automation system – orange
  - .6 Other base building low voltage control system - white
  - .7 Security system – green
  - .8 Research center control system - black
- .3 For system running with cable, half-lap wrap with dedicated coloured PVC tape to 100 mm width, tape every 5 m and both sides where cable penetrates a wall.
- .4 All other systems to follow site instruction from NRC departmental representative.
- .5 Identify all electrical circuits in every junction box and pull box on the box cover with 9mm letter size P-touch label. Identify all electrical circuits on each conduit end where conduit penetrates a wall ,enclosure ,junction box or pull box , and halfway of each conduit run between walls ,enclosures ,junction boxes or pull boxes with 3mm letter size P-touch label..
- .6 Identify electrical circuit on each cable 250MCM or larger with lamacoid nameplate, or cable 4/0 or smaller with P-touch label, on every splitter, every 30m of each cable run and cable end where cable penetrates a wall, enclosure, junction box or pull box.
- .7 Sample diagram shown as below:



## 11 MANUFACTURER'S & APPROVALS LABELS

- .1 Ensure that manufacturer's registration plates are properly affixed to all apparatus showing the size, name of equipment, serial number, and all information usually provided, including voltage, cycle, phase and the name and address of the manufacturer.
- .2 Do not paint over registration plates or approval labels. Leave openings through insulation for viewing the plates. Contractor's or sub-contractor's nameplate not acceptable.

## 12 WARNING SIGNS AND PROTECTION

- .1 Provide warning signs, as specified or to meet requirements of Authorized Electrical Inspection Department and NRC Departmental Representative.
- .2 Accept the responsibility to protect those working on the project from any physical danger due to exposed live equipment such as panel mains, outlet wiring, etc. Shield and mark all live parts with the appropriate voltage. Caution notices shall be worded in both English and French.

## 13 LOAD BALANCE

- .1 Measure phase current to new panelboards with normal loads operating at time of acceptance. Adjust branch circuit connections as required to obtain best balance of current between phases and record changes, and revise panelboard schedules.
- .2 Measure phase voltages at loads and adjust transformer taps to within 2% of rated voltage of equipment.

## 14 MOTOR ROTATION

- .1 For new motors, ensure that motor rotation matches the requirements of the driven equipment.
- .2 For existing motors, check rotation before making wiring changes in order to ensure correct rotation upon completion of the job.

## 15 GROUNDING

- .1 Thoroughly ground all electrical equipment, cabinets, metal supporting frames, ventilating ducts and other apparatus where grounding is required in accordance with the requirements of the latest edition of the Canadian Electrical Code Part 1, C.S.A. C22.1 and corresponding Provincial and Municipal regulations. Do not depend upon conduits to provide the ground circuits.

- .2 Run separate green insulated stranded copper grounding conductors in all electrical conduits including those feeding toggle switches and receptacles.

## **16 TESTS**

- .1 Provide any materials, equipment and labour required and make such tests deemed necessary to show proper execution of this work, in the presence of the NRC Departmental Representative.
- .2 Correct any defects or deficiencies discovered in the work in an approved manner at no additional expense to the Owner.
- .3 Megger all branch circuits and feeders using a 600V tester for 240V circuits and a 1000V tester for 600V circuits. If the resistance to ground is less than permitted by Table 24 of the Code, consider such circuits defective and do not energize.
- .4 The final approval of insulation between conductors and ground, and the efficiency of the grounding system is left to the discretion of the local Electrical Inspection Department.

## **17 COORDINATION OF PROTECTIVE DEVICES**

- .1 Ensure circuit protective devices such as overcurrent trips, fuses, are installed to values and settings as indicated on the Drawings.

## **18 WORK ON LIVE EQUIPMENT & PANELS**

- .1 NRC requires that work be performed on non-energized equipment, installation, conductors and power panels. For purposes of quotation assume that all work is to be done after normal working hours and that equipment, installation, conductors and power panels are to be de-energized when worked upon.
- .2 Coordinate all shutdowns with the NRC departmental representative. High voltage (more than 1KV) grounding must be provided by certified electrician.

**END OF SECTION**



**Part 1 General**

**1.1 RELATED WORK SPECIFIED ELSEWHERE**

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

**1.2 MATERIALS**

- .1 Provide only new equipment and materials, without blemish or defect, bearing Canadian Standards Association or Authorized Electrical Inspection Department labels, and subject to the approval of the NRC Departmental Representative.
- .2 After a contract is awarded, utilize alternative methods and/or materials only after receiving the NRC Departmental Representative's approval.

**Part 2 Products**

**2.1 BUILDING WIRES AND GENERAL REQUIREMENTS**

- .1 Conductor material for branch circuit wiring and grounding:
  - .1 Stranded copper.
  - .2 Neutral wire: continuous throughout its length without breaks.
  - .3 Separate insulated green grounding conductors in all electrical conduits.
  - .4 All wire and cable insulation shall meet the C.S.A. Standards for the types and services hereinafter specified. Colours as per section 4-036 of Electrical Code.
  - .5 Unless otherwise specified, use wire and cable types as follows:
    - .1 Type R90 XLPE cross-link polyethylene stranded for applications using wires sized No. 8 and larger.
    - .2 Type T90 stranded for applications using wires sized No. 10 and smaller.
    - .3 For fire alarm wiring refer to Section 283100.
    - .4 Approved heat resistant wire for wiring through and at lighting and heating fixtures. Where insulation types are shown on the drawings other types shall not be used unless the specification is more restrictive.
  - .6 Use AC90 (BX) cable **only** under the following conditions:
    - .1 Wiring from a junction box to a recessed lighting fixture in suspended ceilings. Cable length not to exceed 1.5 m (5'), or
    - .2 Wiring switches or receptacles in existing or new hollow gypsum partitions, vertical runs only with cable length not to exceed 3.5m (12'), or
    - .3 When specifically called for on drawings or approved in writing by departmental representative.
    - .4 AC90 shall not be used in isolated walls or masonry walls.
    - .5 Only AC90 cable of No. 12 AWG will be accepted.
  - .7 Use stranded wire no smaller than No. 12 AWG for lighting and power and no smaller than No. 16 AWG for control wiring.

- .8 Conductors shall be soft copper properly refined and tinned having a minimum conductivity of 98%.

**Part 3 Execution**

**3.1 BUILDING WIRES**

- .1 Install building wires as follows:
  - .1 Make joints, taps and splices in approved boxes with solderless connectors. Joints and/or splices are not acceptable inside a panelboard.
  - .2 Ensure the lugs accommodate all the strands of the conductor.
  - .3 Replace any wire or cable showing evidence of mechanical injury.
  - .4 Use No. 10 AWG for branch circuit wiring extending more than 30 m (100 ft.) to farthest outlet from panel.
  - .5 Circuit numbers indicated on the drawing are intended as a guide for the proper connection of multi-wire circuits at the panel.
  - .6 Take care to keep the conductors free from twisting.
  - .7 Use an approved lubricant for pulling in conduit.
  - .8 Leave sufficient slack on all runs to permit proper splicing and connection of electrical devices.
  - .9 Branch circuit wiring of 120 volt applications to be multi-wire utilizing common neutrals. Under no condition shall any switch break a neutral conductor.
  - .10 Provide and install an approved fire- retardant wrap or coating for PVC jacketed cables installed in a grouped configuration of two or more.

**END OF SECTION**

**Part 1           General**

**1.1           RELATED WORK SPECIFIED ELSEWHERE**

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

**1.2           MATERIALS**

- .1       Provide only new equipment and materials, without blemish or defect, bearing Canadian Standards Association or Authorized Electrical Inspection Department labels, and subject to the approval of the NRC Departmental Representative.
- .2       After a contract is awarded, utilize alternative methods and/or materials only after receiving the NRC Departmental Representative's approval.

**Part 2           Products**

**2.1           WIRE AND BOX CONNECTORS**

- .1       Pressure type wire connectors sized to fit conductors.

**2.2           WIRING TERMINATIONS**

- .1       Provide first grade wire and cable connectors suitable for the service on which they are used and install them in accordance with the latest trade practice.
- .2       Provide high quality extruded copper-free aluminium (0.4% or less) connectors for single and multi conductor cable. Steel and then zinc plated connectors for multi conductor cables.
- .3       When used in hazardous area, connectors should be certified for such location in Class, Division and Group.
- .4       For large conductor sizes, use bolted or compression solderless type connectors.
- .5       Use high temperature connectors and insulation on all connections of high temperature conductors.
- .6       Where connector types are called for on the drawings or in the specification, do not use other types.
- .7       Lugs, terminals, screws used for termination of wiring to be suitable for copper conductors.
- .8       For fire alarm wiring refer to Section 28 31 00.

**Part 3 Execution**

**3.1 INSTALLATION**

- .1 Install stress cones, terminations, and splices in accordance with manufacturer's instructions.
- .2 Bond and ground as required [to CSA C22.2No.41].

**END OF SECTION**

**Part 1           General**

**1.1           RELATED WORK SPECIFIED ELSEWHERE**

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

**1.2           MATERIALS**

- .1       Provide only new equipment and materials, without blemish or defect, bearing Canadian Standards Association or Authorized Electrical Inspection Department labels, and subject to the approval of the NRC Departmental Representative.
- .2       After a contract is awarded, utilize alternative methods and/or materials only after receiving the NRC Departmental Representative's approval.

**Part 2           Products**

**2.1           FITTINGS**

- .1       Fittings: manufactured for use with conduit specified. Coating: same as conduit.
- .2       Steel coupling for EMT.
- .3       Fittings for liquid-tight flexible conduits shall be liquid-tight connectors.
- .4       Provide expansion couplings for all conduits running in slabs through expansion joints. These shall be the type approved for use in concrete with a bonding conductor.
- .5       Factory bends are not permitted to be modified. Ensure conduit bends other than factory bends are made with an approved bender. Making offsets and other bends by cutting and rejoining factory bends are not permitted.

**2.2           OUTLET BOXES**

- .1       Size boxes in accordance with CSA-C22.
- .2       Unless otherwise specified, provide galvanized steel outlet boxes at least 40mm (1-1/2") deep, single or ganged style, of proper size to accommodate devices used and shall be equipped with covers as necessary of the type designed for the specified fittings. Pull boxes shall be steel and shall be galvanized or painted to prevent rusting. For lighting fixture outlets, use 100mm (4") octagon boxes.
- .3       Equip with plaster rings for flush mounting devices in finished walls.
- .4       Blank cover plates for boxes without wiring devices.
- .5       Equip with centre fixture studs for light fixtures.
- .6       Use cast boxes where indicated and for surface mounted wiring. In areas above hung ceilings where appearance is not significant, pressed steel surface boxes may be used.

- .7 Supply all outlet boxes and pull boxes sized according to code requirements unless specified otherwise on the drawings.

### **2.3 SUPPORT HARDWARE**

- .1 Use 10mm (3/8") threaded rod for suspended unistrut and conduit.
- .2 Unless otherwise specified, use 41mm x 41mm (1-5/8" x 1-5/8") galvanized steel unistrut for conduit support systems.

## **Part 3 Execution**

### **3.1 INSTALLATION**

- .1 Install outlet boxes as follows:
  - .1 Support boxes independently of connecting conduits.
  - .2 Make necessary mounting adjustments to the outlet to match interior finish.
  - .3 Fill boxes with paper, sponges or foam or similar approved material to prevent entry of construction material.
  - .4 Where more than one conduit enters a switch or receptacle box on the same side, provide a 100mm (4") minimum square box with a suitable plaster ring.
  - .5 Location and appearance to be to the NRC Departmental Representative's approval.

**END OF SECTION**

**Part 1            General**

**1.1                RELATED WORK SPECIFIED ELSEWHERE**

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

**1.2                MATERIALS**

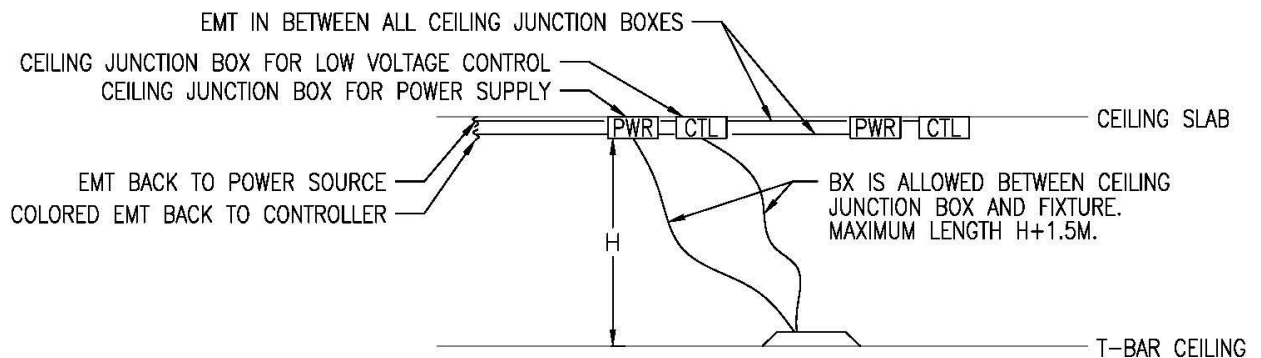
- .1            Provide only new equipment and materials, without blemish or defect, bearing Canadian Standards Association or Authorized Electrical Inspection Department labels, and subject to the approval of the NRC Departmental Representative.
- .2            After a contract is awarded, utilize alternative methods and/or materials only after receiving the NRC Departmental Representative's approval.

**Part 2            Products**

**2.1                RACEWAYS**

- .1            General:
  - .1            Unless otherwise noted, all wires to run inside raceways, either in ceiling space, open space or surface mounted.
- .2            Conduit:
  - .1            Each length of conduit to be new and bear the CSA Stamp of Approval.
  - .2            Conduit, unless otherwise noted, to be EMT, no smaller than 16mm (1/2").
  - .3            Conduit to be coloured as required for systems described in section 260500.9.
- .3            Bushings and Connectors:
  - .1            Insulated type, with the insulation an integral part of the fitting.
- .4            Conduit Fastening:
  - .1            One hole malleable iron straps to secure surface conduits. Two hole straps for conduits larger than 50mm (2").
  - .2            Beam clamps to secure conduits to exposed steel work.
  - .3            Channel type supports for two or more conduits.
- .5            Pull Cord:
  - .1            Polypropylene cord in empty conduit.
- .6            Unless specifically called for on the drawings, do not use flexible conduits but it is recognized that there may be applications where this material will be useful, such as equipment connections, etc. In such cases, obtain permission for its use from the NRC Departmental Representative. For tender purposes, assume that flexible conduits will not be permitted unless specifically called for on the drawings or equipment specifications. All flexible conduits for vapour-tight applications shall be liquid-tight flexible conduits (seal-tight).

- .7 Provide expansion couplings for all conduits running in slabs through expansion joints. These shall be the type approved for use in concrete with a bonding conductor.
- .8 Use AC90 (BX) cable **only** under the following conditions:
  - .1 Wiring from a junction box to a recessed device, such as lighting fixture, sensor, speaker, BAS control device, etc. in suspended ceilings. Cable length not to exceed straight run from junction box to device plus 1.5 m (5'), or
  - .2 Wiring switches or receptacles in existing or new hollow gypsum partitions, vertical runs only with cable length not to exceed 3.5m (12'), or
  - .3 When specifically called for on drawings or approved in writing by departmental representative.
  - .4 AC90 shall not be used in insulated walls or masonry walls.
  - .5 Only AC90 cable of No. 12 AWG will be accepted for 120V AC circuits.
  - .6 Sample diagram shown as below:



## 2.2 SUPPORT HARDWARE

- .1 Use 10mm (3/8") threaded rod for suspended unistrut and conduit.
- .2 Unless otherwise specified, use 41mm x 41mm (1-5/8" x 1-5/8") galvanized steel unistrut for conduit support systems.

## Part 3 Execution

### 3.1 RACEWAYS

- .1 Install raceways (including Teck cable) as follows:
  - .1 Rigidly supported.
  - .2 Workmanlike manner.
  - .3 Maintain maximum headroom.
  - .4 Concealed in finished area.
  - .5 Surface-mounted in open area.
  - .6 Do not pass conduits through structural members except as indicated.
  - .7 Parallel to or at right angles to the building lines.



- .8 Thoroughly ream all conduits at ends and terminate with appropriate locknuts and bushings.
- .9 Cause minimum interference in spaces through which they pass.
- .10 Plug or cap conduit during construction to protect from dust, dirt or water.
- .11 Unless specifically indicated on drawings or with the permission of the NRC Departmental Representative, do not cast conduits in concrete.
- .12 Dry conduits out before installing wire.
- .13 Mechanically bend conduit of any size. Bend conduit cold.
- .14 Do not cut or modify prefabricated bends.
- .15 PVC conduit as indicated.
- .16 Function and appearance to be to the NRC Departmental Representative's approval.
- .17 Seal conduit and cable openings in fire- rated walls and floors with an approved fire stop material.
- .18 Seal conduit and cable openings in exterior walls with a weatherproof silicone sealant.
- .19 Paint exposed conduits and boxes to match existing wall / ceiling except the colored EMT specified in 260500.

**END OF SECTION**

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**Part 1            General**

**1.1                SHOP DRAWINGS AND PRODUCT DATA**

- .1        Submit shop drawings and product data in accordance with Section 01 10 00.
- .2        Submit stamped engineered drawings for structures supporting transformers on walls or other structures other than the floor.
- .3        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.
  - .1        The above applies to all breakers rated above 240V.
  - .2        The above applies to all breakers rated up to 240V and 100A or more.
- .4        A delay in the production of the certificate of origin won't justify any extension of the contract and additional compensation.
- .5        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 at the Contractor's expense.
- .6        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.

**1.2                IDENTIFICATION**

- .1        Identification as per Section 26 05 00.

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**Part 2            Products**

**2.1                DISCONNECT SWITCHES, FUSED AND NON-FUSED**

- .1        Fusible and non-fusible disconnect switches in EEMAC Enclosure as indicated.
- .2        Provision for padlocking in "OFF" switch position.
- .3        Mechanical voidable door interlock in "ON" position.
- .4        Fuses: size and type as indicated.
- .5        Fuseholders in each switch to be 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        Standard of acceptance: Square D.

**2.2                GROUNDING**

- .1        Insulated grounding conductors in accordance with Section 26 05 00.
- .2        Compression connectors for grounding to equipment provided with lugs.

**2.3                DRY TYPE TRANSFORMER**

- .1        Type ANN, C802.2.
- .2        Single or three phase, KVA rating, input and output voltage as indicated.
- .3        Class 200, 130°C temperature rise insulation rating for 15kva and 30kva transformer.  
Class 220, 150°C temperature rise insulation system for other sizes.
- .4        Copper windings.
- .5        Four 2.5% taps, 2-FCAN and 2-FCBN.
- .6        EEMAC 1 enclosure with lifting lugs, removable metal front and side panels.
- .7        Drip shield.
- .8        Meet latest efficiency regulation: DOE 2016/ NRCAN 2018/ONTARIO GREEN ENERGY ACT 2018.
- .9        Standard of acceptance: Hammond.

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**2.4 PANELBOARDS**

- .1 600 volt rated power panelboards: bus and breakers rated for 25,000 amp r.m.s. symmetrical interrupting capacity at 600V or as indicated.
- .2 250 volt lighting panelboards to have minimum interrupting capacity of 10,000 amp r.m.s. symmetrical.
- .3 Panelboards that have a main breaker indicated in plan shall be service entranced approved (i.e. barrier to separate main breaker from remainder of panels).
- .4 Sequence phase bussing with odd numbered breakers on left and even on right, with each breaker identified by permanent number identification as to circuit number and phase.
- .5 Panelboards: mains, number of circuits, number and size of branch circuit breakers as indicated.
- .6 Two keys for each panelboard and all panelboards to be keyed alike.
- .7 Copper bus, neutral and ground bar with neutral of same ampere rating as mains.
- .8 Suitable for: plug-in breaker for molded case circuit breaker, bolt-on breakers for miniature circuit breaker
- .9 Hinged door, trim finish: baked grey enamel.
- .10 Drip shield.
- .11 Surface mount with hinge door, unless otherwise indicated on drawing.
- .12 Complete circuit directory with typewritten legend showing description of each circuit.
- .13 3 Phase panel shall be equipped with 100% neutral unless otherwise indicated on the drawing.
- .14 Manufacturer: Square D.

**2.5 MOLDED CASE CIRCUIT BREAKER**

- .1 Thermal-magnetic moulded case circuit breakers, 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 multiple applications.
- .3 All new 120V to 600V circuit breakers installed on this project are to include the handle accessory, "Handle Padlock Attachment", which locks breakers on or off.
- .4 Magnetic instantaneous trip elements in circuit breakers, to operate only when the value of current reaches 10 times their setting.
- .5 Circuit breaker and panel to be of same manufacturer.

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Circuit breakers minimum interrupt rating: 25KA for 600/347V or greater if indicated.

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- .6 Self-powered Electronic trip unit as indicated by drawing.  
  
LI: long time and instantaneous  
  
LSI: long time, short time and instantaneous  
  
LSIG: long time, short time , instantaneous and grounding  
  
A: with Ammeter  
  
E: with energy meter
- .7 On board control power for trip unit unless otherwise indicated on drawing
- .8 Standard of acceptance: Square D or match existing panel.

## **2.6 FUSES**

- .1 250V and 600V time delay, Class J unless otherwise indicated.

## **Part 3 Execution**

### **3.1 DISCONNECT SWITCHES**

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

### **3.2 GROUNDING**

- .1 Install complete permanent, continuous, system and circuit, equipment, grounding systems including, conductors, compression connectors, accessories, as indicated, to conform to requirements of Engineer, and local authority having jurisdiction over installation. Where EMT is used, run ground wire in conduit.
- .2 Install connectors in accordance with manufacturer's instructions.
- .3 Protect exposed grounding conductors from mechanical injury.
- .4 Soldered joints not permitted.

### **3.3 DRY TYPE TRANSFORMER**

- .1 Transformers above 75 kVA mount on floor.
- .2 Provide adequate clearance around transformer for ventilation.
- .3 Install transformers in level upright position.
- .4 Remove shipping supports only after transformer is installed and just before putting into service.

- 
- .5 Loosen isolation pad bolts until no compression is visible.
  - .6 Make primary and secondary connections shown on wiring diagram.
  - .7 Energize transformers immediately after installation is completed, where practicable.
  - .8 Provide equipment identification in accordance with Section 26 05 00.
  - .9 Connect transformer through side of housing.

### **3.4 PANELBOARDS**

- .1 Locate panelboards as indicated and mount securely, plumb, and square, to adjoining surfaces.
- .2 Mount panels to height specified in section 26 05 00 or as indicated.
- .3 Connect loads to circuits as indicated.
- .4 Connect neutral conductors to common neutral bus.

### **3.5 MOLDED CASE CIRCUIT BREAKERS**

- .1 Install circuit breakers as indicated.

### **3.6 FUSES**

- .1 Install fuses in mounting devices immediately before energizing circuit.
- .2 Install fuses correctly sized to assigned electrical circuits.
- .3 Provide 3 spare fuses for each rating supplied.

END OF SECTION

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National Research Council Canada  
1200 Montreal Road Building M-19  
Ottawa, Ontario, K1A 0R6

December 9, 2021

Attention: Martin (Zhi) Ma

Subject: Project-Specific Designated Substance Survey  
Building M-46 Air Conditioning Refit Project  
1200 Montreal Road, Ottawa, Ontario

Englobe File No.: 02112580.000

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## 1.0 INTRODUCTION

Englobe Corporation (Englobe), was retained by the National Research Council (NRC) to conduct a project-specific Designated Substances Survey (DSS), in support of the above noted Refit Project at Building M-46, located at 1200 Montreal Road, Ottawa, Ontario.

The Designated Substances Report is required under the *Ontario Occupational Health and Safety Act* in order to identify designated substances that may be present within the project areas. The *Canada Labour Code* also stipulates under *Part II, Section 124* that every employer shall ensure that the health and safety at work of every person employed by the employer is protected. By having a DSS conducted, NRC will be able to inform their employees, contractors, and tenants of any designated substances that may be present and possibly disturbed throughout the duration of the project and incorporate appropriate precautionary measures to mitigate risks to stakeholders.

Englobe staff completed a visual evaluation of building materials for the presence of suspected designated substances and hazardous materials on December 1, 2021. As part of the survey, select materials were sampled and submitted for laboratory analysis.

## 2.0 SCOPE OF WORK

The survey implemented by Englobe included the eleven (11) designated substances, as identified under the Ontario Occupational Health and Safety Act. These include:

- Acrylonitrile,
- Arsenic,
- Asbestos,
- Benzene,
- Coke Oven Emissions,
- Ethylene Oxide,
- Isocyanates,
- Lead,
- Mercury,
- Silica, and
- Vinyl Chloride.

Other Hazardous Materials that are not classified as Designated Substances, but were included as part of the survey and considered pertinent due to applicable regulations, best practice guidelines and/or potential risks to human health and/or the environment, are:

- Polychlorinated Biphenyls (PCBs),
- Halocarbons,
- Mould, and
- Other hazardous materials, as deemed pertinent.

### **3.0 BACKGROUND INFORMATION REVIEW**

Prior to the commencement of field work, Englobe project personnel reviewed past bulk sampling documentation, as pertinent to the building. As part of the project, Englobe reviewed the following report:

- Designated Substances Survey, Building M-46, Ottawa, Ontario. Prepared by Oakhill Environmental. Project No. PR-06-039. Dated March 2007.

Englobe referenced the identifiable sampling and analytical results of the above-noted documentation, where applicable. As such, materials already identified as asbestos-containing or non-asbestos containing in previous documentation were not re-sampled by Englobe as part of this project specific survey. Englobe collected bulk asbestos and lead samples of any additional materials not previously identified as part of the survey and/or as required.

### **4.0 METHODOLOGY**

The project area was defined to Englobe by an NRC representative prior to start of the survey. The survey conducted by Englobe was non-destructive in nature and limited to readily accessible project areas. Equipment and building materials were not destructively investigated for concealed materials.

Materials suspected of containing designated substances were visually identified, based on the surveyor's knowledge of the historical composition of building products. Visual identification of materials suspected to contain asbestos/lead in paint was supported by the collection and analysis of a limited number of representative samples, where possible and where applicable. Materials suspected of containing designated substances other than asbestos were identified by appearance, age, and knowledge of typical historical applications.

In Ontario, a material is defined as an Asbestos-Containing Material (ACM) if the material has a minimum asbestos content of 0.5 per cent (%) by dry weight, as *O. Reg. 278/05, Asbestos on Construction Projects and in Buildings and Repair Operations* enabled under the *Occupational Health and Safety Act (R.S.O. 1990, Chapter 0.1)*, as amended. ACMs can be divided into two categories: friable and non-friable material. A friable ACM is a material that can be crumbled, powdered, or pulverized by hand pressure and can readily release fibres when disturbed.



Common applications of friable ACMs are sprayed or trowelled surfacing materials (e.g. sprayed fireproofing and textured coatings) as well as mechanical and thermal insulation. Non-friable materials are materials that will generally release fibres only when cut or shaped. Common non-friable ACMs include vinyl floor products, caulking applications, asbestos textile products and asbestos cement products (transite). Some of these products may become friable with time or when disturbed.

Representative bulk samples of suspected ACMs were collected by Englobe during the site investigation. Samples were collected in order to meet the bulk sampling requirements stipulated in O.Reg. 278/05, as amended. The bulk samples were submitted to and analyzed by Paracel Laboratories Ltd. (Paracel). Paracel is an accredited laboratory through the Canadian Association for Laboratory Accreditation (CALA) and the National Voluntary Laboratory Accreditation Program (NVLAP). The bulk samples were analyzed using polarised light microscopy (PLM). This analytical method complies with the United States Environmental Protection Agency (U.S. EPA) Method 600/R-93/116 dated July 1993, which is the regulatory approved protocol for bulk asbestos analysis in Ontario.

With regards to lead in paint, although the Ontario Ministry of Labour (MoL) has published a guideline for control of lead exposures on construction projects in Ontario, it does not include criteria for the classification of lead-paint. Instead, it uses presumed airborne lead concentrations for specific tasks as criteria for classifying work. However, in regulations set by the United States (U.S.) Department of Housing and Urban Development, lead-based paint is classified as any paint application containing at least 1.0 milligrams of lead per square centimetre of surface area (1.0 mg/cm<sup>2</sup>), or at least 0.5% lead content by weight [(5,000 parts per million (ppm))]. This criterion was widely, although not universally, used in Canada. In Canada, the Federal Canada Consumer Product Safety Act's *Surface Coating Materials Regulations SOR/2016-193* has lowered the allowable concentration of lead in paints for new consumer products to 0.009% lead content by weight (90 ppm). For the purposes of the survey and this report, paint applications having concentrations of lead above 90 ppm are considered to be lead-containing.

Representative samples of paint suspected of containing lead were collected by Englobe and submitted to Paracel for lead content analysis. Paracel is certified under the Canadian Association for Laboratory Accreditation (CALA) to perform lead in paint sample analysis. The samples were analyzed by Paracel using Inductively Coupled Plasma – Mass Spectrometry (ICP-MS) in accordance with EPA 6020.

Certificates of laboratory analysis are included in Appendix A. Representative photographs are included in Appendix B. A marked floorplan with approximate bulk sample locations and damaged asbestos containing materials is included in Appendix C. A Statement of Limitations is included in Appendix D.

## 5.0 FINDINGS

The following sections outline the complete findings of all accessible designated substances and hazardous materials that were assessed at the project area.

### 5.1. Asbestos

Table 1 below presents the findings of bulk asbestos material samples collected from and applicable to the project area, based on visual observations at the time of the 2021 survey.

Table 1: Summary of Bulk Samples Analyzed for Asbestos Content by Polarized Light Microscopy (PLM), Englobe 2021			
Sample I.D.	Sample Location	Sample Description	Asbestos Content and Type
M46-01A	Room 201	2' x 4' Ceiling Tiles – Tiny Pinhole and Tiny Flecks	None Detected
M46-01B			None Detected
M46-01C			None Detected
<b>M46-02A</b>	<b>Room 201 concealed behind ceiling tiles</b>	<b>Grey Cement Compound Fitting</b>	<b>40% Chrysotile</b>
M46-02B			Positive Stop, Not Analyzed
M46-02C			Positive Stop, Not Analyzed
M46-03A	Interior Wall between 200 and 201	Concrete Block Mortar	None Detected
M46-03B			None Detected
M46-03C			None Detected
M46-04A	Around Ductwork at Wall outside Room 201 in area 200	Brown Caulking	None Detected
M46-04B			None Detected
M46-04C			None Detected
M46-05A	Exterior	Stucco	None Detected
M46-05B			None Detected
M46-05C			None Detected

Note: **Bold** items contain regulated amounts of asbestos (>0.5%), as per O.Reg 278/05 and the *PSPC Asbestos Management Standard*. <MDL: Method detection limit.

#### 5.1.1. Asbestos-Containing Materials

Bulk sampling (recent and historical), subsequent laboratory analysis, and/or visual observations have determined that a variety of materials observed in the project areas contain regulated amounts of asbestos.

- Grey cement compound fitting observed on the steam pipe concealed within the wall/above ceiling tiles in room 201 contains 40% Chrysotile asbestos (Englobe Sample ID M46-02A-C, Historical Oakhill M46-02 and 03),
  - Approximately one (1) square metre of debris was identified on ceiling tiles on the bulkhead around the pipe.
  - Four (4) grey cement compound fittings on the steam pipe were observed to be in poor condition.

Although other ACMs have been historically identified within M-46, no other ACMs are anticipated to be impacted in the project area by this planned project.

### 5.1.2. Non-Asbestos-Containing Materials

Bulk sampling, visual observations, and/or subsequent laboratory analysis has determined that the following materials do not contain regulated amounts of asbestos:

- 2' x 4' (60cm x 120cm) ceiling tiles – tiny pinhole, tiny fleck (Englobe Sample ID M46 01A-C),
- Concrete block mortar observed on the interior walls within the project area (Englobe Sample ID M46 03A-C),
- Brown caulking around the ductwork outside room 201 (in room 200) where the duct meets the wall (Englobe Sample ID M46 04A-C),
- Exterior stucco (Englobe Sample ID M46 05A-C, and Historical Oakhill M46-17).

All pipe insulation associated with the proposed refit project appeared to consist of non asbestos fibreglass or foam (with the exception of the steam pipe fittings listed in section 5.1.1). As a precaution, if required, any other unidentified pipe insulation requiring disturbance should be verified/delineated on a case by case basis.

## 5.2. Lead

Table 2 below presents the findings of bulk lead (in paint) sampling completed by Englobe for the project areas, based on visual observations at the time of the site survey.

<b>Table 2: Summary of Bulk Paint Samples Analyzed for Lead Content Analysis by Inductively Coupled Plasma – Mass Spectrometry (ICP-MS), Englobe 2021</b>			
<b>Sample I.D.</b>	<b>Sample Location</b>	<b>Sample Description</b>	<b>Lead Content (ppm or µg/g)</b>
M46-LP01	Interior Walls between 200 & 201	White Paint	19
M46-LP02	Exterior Stucco	White Paint	37

**Note: Bold items** represent paint applications having a lead concentration above 90 ppm which are considered to be lead-containing.

Based upon observations and bulk sampling analytical results (recent and historical), no paint samples collected contain concentrations of lead greater than the Federal Canada Consumer Product Safety Act's limit of 90 ppm.

Lead is assumed to be present in the following materials:

- Solder on the joints of copper piping.

### **5.3. Mercury**

Mercury is suspected to be present in the following equipment:

- Fluorescent light fixtures containing fluorescent light tubes. Fluorescent light tubes contain mercury in a vapour form and in the phosphor coating on the lamp tube.

Fluorescent light tubes are not anticipated to be disturbed as part of the project.

### **5.4. Silica**

Based on the composition of building materials, silica is expected to be naturally present in the following materials noted at the building:

- Concrete and cement materials;
- Ceiling Tiles,
- Caulking, mastics,
- Mortars.

### **5.5. Halocarbons & Ozone-Depleting Substances (ODS)**

Halocarbons are a family of synthetic organic compounds that are composed of carbon and the following elements: hydrogen, chlorine, fluorine, and/or bromine. They are inert, heat-absorbing molecules which are very attractive as refrigerants and fire suppression agents because they are inexpensive, non-flammable and very stable.

Halocarbons are used specifically as refrigerants in air-conditioning and refrigeration systems, fire extinguishing agents in fire extinguishing systems, blowing agents in the manufacture of foams, and as solvents. Halocarbons are regulated because many of them contribute to the depletion of the stratospheric ozone layer and some have high Global Warming Potential (GWP).

Halocarbons are assumed to be present inside the Air Conditioning Unit in room 301.

### **5.6. Mould**

Englobe observed mould in the following locations:

- Less than one (1) linear meter on non asbestos containing pipe insulation associated with the ductwork outside of room 201
- Less than one (1) squared meter on non asbestos containing duct insulation outside of room 201.

### **5.7. Animal Fecal Matter**

The Animal fecal matter was observed sporadically on top of the ceiling tiles associated with the bulkhead (near the perimeter window) in room 201.

### **5.8. Other Designated Substances and Hazardous Materials**

The following Designated Substances and hazardous materials were neither observed, nor suspected of being present, in forms or quantities that would impact planned project work operations:

- Acrylonitrile,
- Arsenic,
- Benzene,
- Coke Oven Emissions,
- Ethylene Oxide,
- Isocyanates,
- Vinyl Chloride,
- PCBs.

## **6.0 CONCLUSIONS AND RECOMMENDATIONS**

Based on the site investigation, sampling and analysis, the following Designated Substances are confirmed or assumed present in forms and quantities expected to have an impact on planned work operations associated with the Air Conditioning Refit Project.

- Asbestos,
- Lead,
- Silica,
- Halocarbons,
- Mould, and
- Animal Fecal Matter.

Englobe's recommendations for each material, which are based upon both regulatory compliance and best practice guidelines, are included in the following sections below.

### **6.1. Asbestos**

The disturbance of ACMs on construction and demolition projects for federal buildings is governed by the Canada Occupational Health and Safety Regulations and in the province of Ontario is governed by O.Reg. 278/05, as amended. These regulations classify all asbestos disturbances as Low Risk (Type 1), Moderate Risk (Type 2), or High Risk (Type 3), each of which has defined precautionary measures. All asbestos materials are subject to specific handling and disposal precautions and must be removed prior to demolition. The Ontario Ministry of Labour (MoL) must be notified of any project involving removal of more than a minor amount (e.g. typically 1 square

metre) of friable asbestos material. In the event of conflict between regulations, the more stringent procedures apply.

Identified asbestos-containing material that may be disturbed due to project activities should be proactively removed.

Identified friable ACMs (pipe insulation fittings) require a minimum of Moderate Risk abatement procedures when removing or disturbing one (1) square metre or less of the material. Should demolition, disturbance, or repair be required of more than one (1) square metre of friable ACM, High-Risk abatement procedures are required.

Identified poor condition (damaged) asbestos-containing materials in the work area should be removed or repaired prior to project work. Identified asbestos-containing material that may be disturbed due to project activities should be proactively removed.

Entry into ceiling spaces where friable asbestos debris is present requires a minimum of Moderate Risk precautions.

All pipe insulation with the exception of the steam pipe fittings appeared to consist of non asbestos fibreglass or foam. As a precaution, if required, pipe insulation requiring disturbance should be verified/delineated on a case by case basis.

The time-weighted average exposure limit (TWAEEL) for airborne asbestos is prescribed by O.Reg. 490/09 Designated Substances, as amended and the Canada Labour Code, Occupational Health and Safety Regulations. Work procedures and personal protective equipment must be used to ensure that workers are not exposed to airborne asbestos levels that exceed this TWAEEL.

The transport and disposal of asbestos waste is governed by *O.Reg 347/90 – General – Waste Management*, as amended. This regulation requires that asbestos waste be sealed in appropriately labelled, double containers resistant to puncture and tears. The waste must be disposed at a licensed waste disposal site. It is recommended that drywall with asbestos-containing joint compound undergo waste characterization testing to determine whether this specific waste stream can be disposed of as non-asbestos waste.

The following recommendations apply to ACMs and suspected ACMs:

- Appropriate work procedures and precautionary measures must be used, as outlined in O.Reg. 278/05, as amended, and Canada Occupational Health and Safety Regulations, as amended, when performing work that may disturb ACMs or suspected ACMs, including prior to building demolition.
- Disturbance and/or removal of ACMs must be appropriately recorded as part of the building's Asbestos Management Plan.
- Before undertaking any work activity that involves asbestos-containing materials, an Asbestos Exposure Control Plan shall be developed, in accordance with the requirements

of the Canada Occupational Health and Safety Regulations, which includes classification of asbestos specific work activities, onsite labelling of ACMs, and education/training of applicable federal employees specific to ACMs.

- If ACMs or suspected ACMs become damaged and worker exposure to the material is likely to occur, the damaged material must be repaired or removed following work procedures outlined in O. Reg. 278/05, as amended, and Canada Labour Code, Occupational Health and Safety Regulations, as amended.
- Disposal of asbestos waste is controlled by the Ontario Environmental Protection Act, Regulation 347/90, General – Waste Management, as amended. This regulation requires that asbestos waste be sealed in double containers resistant to puncture and tears, and appropriately labelled. The waste must be disposed at a licensed waste disposal site. Proper notification must be issued to the site representative prior to transportation of waste. The transport of the waste to the disposal site is controlled by the federal Transportation of Dangerous Goods Act, 1992 (TDGA) and Ontario Dangerous Goods Transportation Act.

In spite of Englobe's efforts, some ACMs may be concealed and not observed at the time of the survey. As such, should any previously unidentified suspect ACMs be encountered as part of future work, these materials are to be treated as ACMs and handled accordingly, unless sampling proves otherwise. Materials that have not been analyzed but are visibly similar to other materials identified as asbestos-containing, must be considered asbestos-containing unless proven otherwise by laboratory analysis.

## **6.2. Lead**

The Occupational Health and Safety Branch of the Ontario MoL has published *Guideline: Lead on Construction Projects*. This document classifies all lead disturbances as Type 1, Type 2a, Type 2b, Type 3a or Type 3b work, and assigns different levels of respiratory protection and work procedures for each classification. In the absence of specific legislation for lead on construction projects, this guideline should be followed when disturbing lead-containing materials.

Prior to or during renovation work, the following procedures should be performed for lead-containing materials that are anticipated to be disturbed:

- Piping solder can be cut a small distance (e.g. 50 mm) from the joints to avoid direct disturbance of the lead material.

The TWael for airborne lead is prescribed by Ontario Regulation 490/09 *Designated Substances*, as amended. Work procedures and personal protective equipment must be used to ensure that workers are not exposed to airborne lead levels that exceed this TWael.

Englobe recommends that any future disturbance of lead-containing materials avoid operations that generate high levels of dust (e.g. sanding, grinding) and that should these operations be required, appropriate precautionary measures be implemented for worker exposure.

The disposal of construction waste containing lead is governed by O. Reg. 347/90 - General – Waste Management, as amended. The transport of the waste to the disposal site is controlled by the federal Transportation of Dangerous Goods Act (TDGA), 1992. Materials with elevated concentrations of lead should be subject to toxicity characteristic leaching procedure (TCLP) testing to determine toxicity with respect to lead prior to disposal, in accordance with O. Reg. 347/90, as amended.

### **6.3. Silica**

The Occupational Health and Safety Branch of the Ontario MoL have published *Guideline: Silica on Construction Projects*. This document classifies all silica disturbances as Type 1, Type 2 or Type 3 work, and assigns different levels of respiratory protection and work procedures for each classification. This guideline should be followed during disturbance of silica-containing materials. As a general rule, it is preferable to use more stringent dust suppression techniques and engineering controls as opposed to relying on respiratory protection to control worker exposure. Respiratory protection should only be relied on as a last resort when dust suppression techniques and engineering controls fail to control worker exposure.

The TWAEL for airborne silica is prescribed by *Ontario Regulation 490/09 Designated Substances*, as amended. Work procedures and personal protective equipment must be used to ensure that workers are not exposed to airborne silica levels that exceed this exposure limit.

### **6.4. Halocarbons**

The handling, transport and disposal of halocarbons is governed by the following:

- *Federal Halocarbon Regulations (FHR), 2003,*
- *Ozone-depleting Substances and Halocarbon Alternatives Regulations, 2016,*
- *Environmental Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems, 2015, and*
- *Provincial Transport of Dangerous Substances Regulation and Federal Transport of Dangerous Goods Act.*

When halocarbon-containing equipment is taken out of service, the halocarbons must be captured and reclaimed by a certified service technician using methods and containers that are designed to contain the halocarbon. The service technician must provide written acknowledgement of the requirements of the FHR. Appropriate records of service technician certification and records of equipment decommissioning must be provided and maintained in accordance with requirements of the FHR.

### **6.5. Mould**

Currently, there are no regulations pertaining to mould on construction projects. Most jurisdictions have issued alerts or bulletins concerning the hazard of mould in indoor environments. The



Canadian Construction Association (CCA) published the following document as a response to concerns in the construction industry: "*Mould Guidelines for the Canadian Construction Industry*", 2018. The Guideline recommends Level 1, 2 and 3 mould abatement procedures for small (<1 m<sup>2</sup>), medium (1 m<sup>2</sup> to 10 m<sup>2</sup>) and large scale (>10 m<sup>2</sup>) mould abatement operations that are to be determined by professionals based on the extent and density of mould on site.

Minor amounts of suspected mould (i.e. approx. one (1) square meter or less) on non asbestos containing pipe insulation and duct insulation directly outside of room 201 as indicated in Section 5.5 can be removed using Level 1 (small scale) precautions as per the CCA 2018 guideline. All pipe insulation appeared to consist of non asbestos fibreglass. As a precaution, if required, pipe insulation requiring disturbance should be verified/delineated on a case by case basis.

## 6.6. Animal Fecal Matter

Rodent fecal matter was observed on top of bulk head ceiling tiles in room 201. Workers should be notified of the presence of animal fecal matter and appropriate Personal Protective Equipment (PPE) (e.g., respiratory and dermal protection) may be required in impacted areas.

Fecal matter dropping should be remediated in accordance with the precautionary measures outlined within the Canadian Construction Association (CCA) document *Mould Guidelines for the Canadian Construction Industry*, 2018.

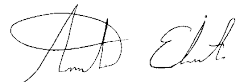
Level I, II, or III precautionary measures should be followed for areas with small-scale (less than 1m<sup>2</sup>), medium-scale (areas between 1m<sup>2</sup> – 10m<sup>2</sup>), or large-scale fecal matter contamination (areas greater than 10m<sup>2</sup>), respectively.

## 7.0 CLOSURE

A Limitations of Report section, which forms an integral part of this report, is attached.

We trust that the information contained herein meets your needs. Should you have any questions or comments, please do not hesitate to contact us.

### ENGLOBE



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## **APPENDIX A**

### Laboratory Certificate of Analysis

## Certificate of Analysis

**DST Consulting Engineers Inc. (Ottawa)**

203-2150 Thurston Dr.  
Ottawa, ON K1G 5T9  
Attn: Amanda Eliot  
Client PO: M46  
Project: 02112580.000  
Custody: 57991

Report Date: 2-Dec-2021  
Order Date: 1-Dec-2021

**Order #: 2149322**

This Certificate of Analysis contains analytical data applicable to the following samples as submitted:

Parcel ID	Client ID
2149322-01	M46 LP01
2149322-02	M46 LP02

Approved By:



Dale Robertson, BSc  
Laboratory Director

Any use of these results implies your agreement that our total liability in connection with this work, however arising shall be limited to the amount paid by you for this work, and that our employees or agents shall not under circumstances be liable to you in connection with this work

Certificate of Analysis

Report Date: 02-Dec-2021

Client: DST Consulting Engineers Inc. (Ottawa)

Order Date: 1-Dec-2021

Client PO: M46

Project Description: 02112580.000

**Analysis Summary Table**

Analysis	Method Reference/Description	Extraction Date	Analysis Date
Metals, ICP-MS	EPA 6020 - Digestion - ICP-MS	2-Dec-21	2-Dec-21

**Qualifier Notes:**

None

**Sample Data Revisions**

None

**Work Order Revisions/Comments:**

None

**Other Report Notes:**

n/a: not applicable

ND: Not Detected

MDL: Method Detection Limit

Source Result: Data used as source for matrix and duplicate samples

%REC: Percent recovery.

RPD: Relative percent difference.

Certificate of Analysis

Report Date: 02-Dec-2021

Client: DST Consulting Engineers Inc. (Ottawa)

Order Date: 1-Dec-2021

Client PO: M46

Project Description: 02112580.000

### Sample Results

Lead					Matrix: Paint	
Parcel ID	Client ID	Sample Date	Units	MDL	Result	
2149322-01	M46 LP01	1-Dec-21	ug/g	5	19	
2149322-02	M46 LP02	1-Dec-21	ug/g	5	37	

### Laboratory Internal QA/QC

Analyte	Result	Reporting Limit	Units	Source Result	%REC	%REC Limit	RPD	RPD Limit	Notes
<b>Matrix Blank</b>									
Lead	ND	5	ug/g						
<b>Matrix Duplicate</b>									
Lead	22.7	5	ug/g	37.5			49.20	50	
<b>Matrix Spike</b>									
Lead	50.6	5.00	ug/g	ND	98.3	70-130			



Parcel ID: 2149322



Laurent Blvd.  
 rio K1G 4J8  
 1947  
 aracellabs.com  
 labs.com

Parcel Order Number  
 (Lab Use Only)

2149322

Chain Of Custody  
 (Lab Use Only)

No 57991

Client Name: DST	Project Ref: 02112580.000 M46	Page 1 of 1
Contact Name: Amanda Elliot	Quote #:	Turnaround Time <input checked="" type="checkbox"/> 1 day <input type="checkbox"/> 3 day <input type="checkbox"/> 2 day <input type="checkbox"/> Regular Date Required: _____
Address: 2150 Thurston Dr	PO #:	
Telephone: 613-292-1124	E-mail: aeliot@dstgroup.com	

Regulation 153/04		Other Regulation		Matrix Type: S (Soil/Sed.) GW (Ground Water) SW (Surface Water) SS (Storm/Sanitary Sewer) P (Paint) A (Air) O (Other)		Required Analysis																					
<input type="checkbox"/> Table 1	<input type="checkbox"/> Res/Park	<input type="checkbox"/> Med/Fine	<input type="checkbox"/> REG 558	<input type="checkbox"/> PWQO	Matrix	Air Volume	# of Containers	Sample Taken		Lead																	
<input type="checkbox"/> Table 2	<input type="checkbox"/> Ind/Comm	<input type="checkbox"/> Coarse	<input type="checkbox"/> CCME	<input type="checkbox"/> MISA				Date	Time																		
<input type="checkbox"/> Table 3	<input type="checkbox"/> Agri/Other		<input type="checkbox"/> SU - Sani	<input type="checkbox"/> SU - Storm																							
<input type="checkbox"/> Table _____			Mun: _____	<input type="checkbox"/> Other: _____																							
For RSC: <input type="checkbox"/> Yes <input type="checkbox"/> No																											
Sample ID/Location Name																											
1	LP01											P		1	Dec	PM	x										
2	LP02											P		1	"	"	2										
3																											
4																											
5																											
6																											
7																											
8																											
9																											
10																											

Comments: Prefix M46			Method of Delivery: Drop Box		
Relinquished By (Sign): <i>[Signature]</i>	Received By Driver/Depot:	Received at Lab: Suneeppan Datta	Verified By: <i>[Signature]</i>		
Relinquished By (Print): Amanda Elliot	Date/Time:	Date/Time: DEC 01, 2021 03:16	Date/Time: Dec 1, 2021 4:03		
Date/Time: Dec 1 @ 3:20pm	Temperature: °C	Temperature: °C	pH Verified: <input type="checkbox"/> By:		

## Certificate of Analysis

**DST Consulting Engineers Inc. (Ottawa)**

203-2150 Thurston Dr.  
Ottawa, ON K1G 5T9  
Attn: Amanda Eliot

Client PO: M46  
Project: 02112580.000  
Custody: 59469

Report Date: 3-Dec-2021  
Order Date: 1-Dec-2021

**Order #: 2149389**

This Certificate of Analysis contains analytical data applicable to the following samples as submitted :

Parcel ID	Client ID
2149389-01	M46-01A
2149389-02	M46-01B
2149389-03	M46-01C
2149389-04	M46-02A
2149389-05	M46-02B
2149389-06	M46-02C
2149389-07	M46-03A
2149389-08	M46-03B
2149389-09	M46-03C
2149389-10	M46-04A
2149389-11	M46-04B
2149389-12	M46-04C
2149389-13	M46-05A
2149389-14	M46-05B
2149389-15	M46-05C

Approved By:



Emma Diaz  
Senior Analyst

Certificate of Analysis  
 Client: DST Consulting Engineers Inc. (Ottawa)  
 Client PO: M46

Report Date: 03-Dec-2021  
 Order Date: 1-Dec-2021  
 Project Description: 02112580.000

**Asbestos, PLM Visual Estimation    \*\*MDL - 0.5%\*\***

Parcel ID	Sample Date	Colour	Description	Asbestos Detected	Material Identification	% Content
2149389-01	01-Dec-21	Grey	Ceiling Tile	No	<b>Client ID: M46-01A</b>	
					Cellulose	30
					MMVF	40
					Non-Fibers	30
2149389-02	01-Dec-21	Grey	Ceiling Tile	No	<b>Client ID: M46-01B</b>	
					Cellulose	30
					MMVF	40
					Non-Fibers	30
2149389-03	01-Dec-21	Grey	Ceiling Tile	No	<b>Client ID: M46-01C</b>	
					Cellulose	30
					MMVF	40
					Non-Fibers	30
2149389-04	01-Dec-21	Grey	Cement Compound Filling	Yes	<b>Client ID: M46-02A</b>	
					Chrysotile	40
					Non-Fibers	60
2149389-05	01-Dec-21	Grey	Cement Compound Filling		<b>Client ID: M46-02B</b>	
					not analyzed, positive stop	
2149389-06	01-Dec-21	Grey	Cement Compound Filling		<b>Client ID: M46-02C</b>	
					not analyzed, positive stop	
2149389-07	01-Dec-21	Grey	Mortar	No	<b>Client ID: M46-03A</b>	
					Non-Fibers	100
2149389-08	01-Dec-21	Grey	Mortar	No	<b>Client ID: M46-03B</b>	
					Non-Fibers	100
2149389-09	01-Dec-21	Grey	Mortar	No	<b>Client ID: M46-03C</b>	
					Non-Fibers	100



Certificate of Analysis  
 Client: **DST Consulting Engineers Inc. (Ottawa)**  
 Client PO: **M46**

Report Date: 03-Dec-2021  
 Order Date: 1-Dec-2021  
 Project Description: **02112580.000**

**Asbestos, PLM Visual Estimation    \*\*MDL - 0.5%\*\***

Parcel ID	Sample Date	Colour	Description	Asbestos Detected	Material Identification	% Content
2149389-10	01-Dec-21	Brown	Caulking	No	<b>Client ID: M46-04A</b> Non-Fibers	100
2149389-11	01-Dec-21	Brown	Caulking	No	<b>Client ID: M46-04B</b> Non-Fibers	100
2149389-12	01-Dec-21	Brown	Caulking	No	<b>Client ID: M46-04C</b> Non-Fibers	100
2149389-13	01-Dec-21	Grey	Stucco	No	<b>Client ID: M46-05A</b> Non-Fibers	100
2149389-14	01-Dec-21	Grey	Stucco	No	<b>Client ID: M46-05B</b> Non-Fibers	100
2149389-15	01-Dec-21	Grey	Stucco	No	<b>Client ID: M46-05C</b> Non-Fibers	100

\* MMVF: Man Made Vitreous Fibers: Fiberglass, Mineral Wool, Rockwool, Glasswool  
 \*\* Analytes in bold indicate asbestos mineral content.

**Analysis Summary Table**

Analysis	Method Reference/Description	Lab Location	Lab Accreditation	* Analysis Date
Asbestos, PLM Visual Estimation	AppE to SubE of 40CFR Part753 and EPA/600/R-93/116	2 - Ottawa West	CALA 1262	2-Dec-21

\* Reference to the NVLAP term does not permit the user of this report to claim product certification , approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

Ottawa West Lab: 25 Northside Rd, Unit C Nepean, Ontario K2H 8S1

**Work Order Revisions | Comments**

None



TRU:  
RES  
REL

2149389



rent Blvd.  
K1G 4J8  
7  
cellabs.com

Chain of Custody  
(Lab Use Only)  
No 59469

Page 1 of 1

Client Name: DST  
Project Reference: 02112580.100 (M46)  
Contact Name: Amanda G...  
Quote #: 16-117  
Address: 2150 Thurston Dr  
PO #:  
Telephone: 63-292-1124  
Email Address: aeliot@dslgroup.com

Turnaround Time:  
 Immediate  1 Day  
 4 Hour  2 Day  
 8 Hour  3 Day  
 Regular  
 Date Required: \_\_\_\_\_

**ASBESTOS & MOLD ANALYSIS**

Matrix:  Air  Bulk  Tape Lift  Swab  Other  
 Regulatory Guideline:  ON  QC  AB  SK  Other:  
 Analyses:  Microscopic Mold  Culturable Mold  Bacteria GRAM  PCM Asbestos  PLM Asbestos  Chatfield Asbestos  TEM Asbestos

Parcel Order Number: 2149389		Asbestos - Bulk			
Sample ID	Sampling Date	Air Volume (L)	Analysis Required	Identify Distinct Building Materials to Be Analyzed (if not specified, all materials identified will be analyzed) *	Positive Stop?
1	Dec 1		Brown	2x4 ceiling tile	<input checked="" type="checkbox"/>
2				gray cement suspended ceiling	<input checked="" type="checkbox"/>
3			marker	<del>gray cement suspended ceiling</del>	<input checked="" type="checkbox"/>
4				Brown ceiling	<input checked="" type="checkbox"/>
5				exterior silo	<input checked="" type="checkbox"/>
6					<input type="checkbox"/>
7					<input type="checkbox"/>
8					<input type="checkbox"/>
9					<input type="checkbox"/>
10					<input type="checkbox"/>
11					<input type="checkbox"/>
12					<input type="checkbox"/>

\* If left blank, all distinct materials identified in the samples will be analyzed and reported separately as per EPA 600/R-93/116. Additional charges will apply.

Comments: Pndix M46  
Method of Delivery: Drop Box

Relinquished By (Sign):	Received at Depot:	Received at Lab:	Verified By:
Relinquished By (Print): amanda g...	Date/Time: DEC 01, 2021 03:16	Date/Time: Dec 2/21	Date/Time: Dec 2/21

## **APPENDIX B**

### Select Photographs



**Photo 1&2:** Four grey cement compound fittings in poor condition observed on the steam pipe concealed behind the wall in the corner of the room near the window in room 201 was confirmed to contain 40% Chrysotile asbestos (Englobe Sample ID M-46-02A). Approximately one square metre of debris was observed on top of ceiling tiles near the pipe in the bulkhead. Rodent fecal matter was also observed on the bulkhead ceiling tiles.

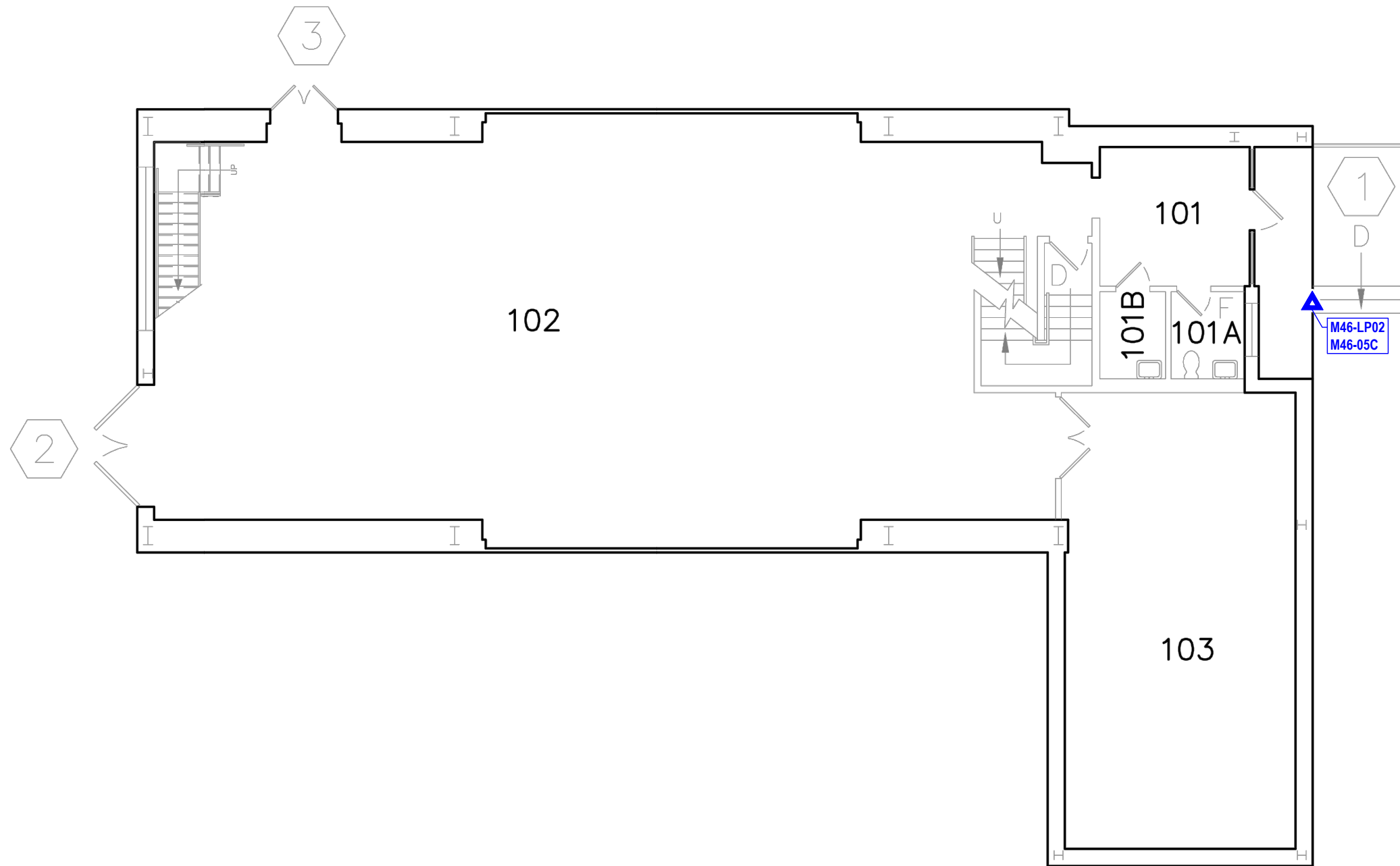


**Photo 3&4:** Suspected mould observed on the ductwork and associated piping (non asbestos insulation) outside of room 201.

## **APPENDIX C**

### Marked Floorplan with Sample Locations

Drawing: 02112580 Montreal Rd Sample Locations.dwg Folder: D:\Users\jmendoza\OneDrive - DST Consulting Engineers\Documents\Work From Home 03.24.2020\02112580 Montreal Rd\2021 Sample Locations\DWGs Friday, December 10, 2021 @ 09:12 by Joven Mendoza



**Note**

1. This drawing shall be read in conjunction with the associated technical report.
2. Do not scale drawing.
3. Base plan provided by client.

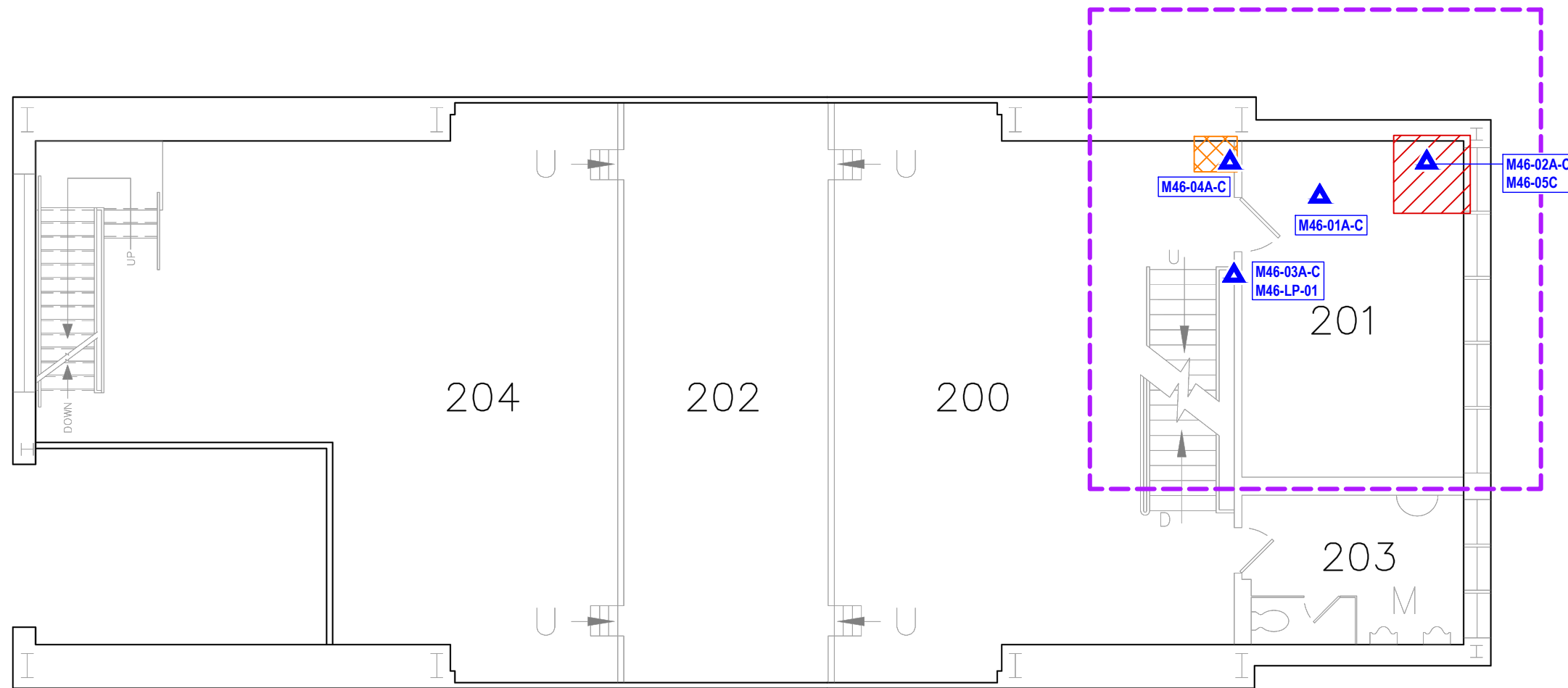
**Legend**

Approximate bulk sample location

A	2021/12/10	Original	
Revision	Date	Issue	Approval
Client <b>NRC</b>			
Site <b>M-46 - 1200 Montreal Road, Ottawa, ON</b>			
Report Title <b>Project Specific Designated Substances Survey Building M-46, Air Conditioning Refit Project</b>			
Drawing Title <b>First Floor Approximate Bulk Sample Locations and Damaged Asbestos Containing Materials</b>			
Designed By	<b>AE</b>	Scale	<b>As shown</b>
Drawn By	<b>JM</b>	Date	<b>December 2021</b>
Approved By		Project No.	<b>02112580.000</b>
Figure No.	<b>1</b>		



Drawing: 02112580 Montreal Rd Sample Locations.dwg Folder: D:\Users\jmendoza\OneDrive - DST Consulting Engineers\Documents\Work From Home 03.24.2020\02112580 Montreal Rd\2021 Sample Locations\DWGs Friday, December 10, 2021 @ 09:12 by Joven Mendoza



**Note**

1. This drawing shall be read in conjunction with the associated technical report.
2. Do not scale drawing.
3. Base plan provided by client.

**Legend**

- Approximate bulk sample location
- Damaged ACM and debris location
- Approximate mould location
- Approximate project area

Revision	Date	Issue	Approval
A	2021/12/10	Original	

Client: **NRC**

Site: **M-46 - 1200 Montreal Road, Ottawa, ON**

Report Title: **Project Specific Designated Substances Survey Building M-46, Air Conditioning Refit Project**

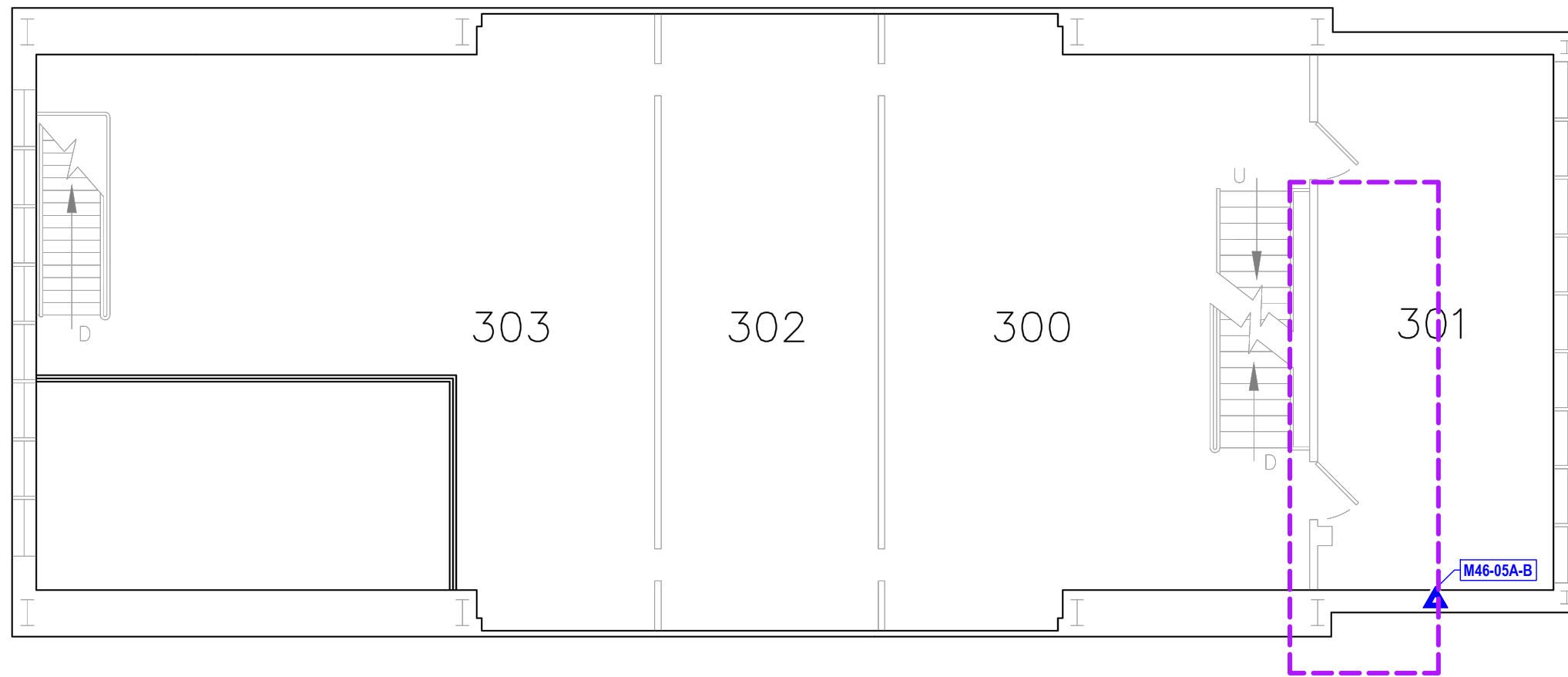
Drawing Title: **Second Floor Approximate Bulk Sample Locations and Damaged Asbestos Containing Materials**

Designed By: <b>AE</b>	Scale: <b>As shown</b>
Drawn By: <b>JM</b>	Date: <b>December 2021</b>
Approved By:	Project No.: <b>02112580.000</b>

Figure No.: **2**



Drawing: 02112580 Montreal Rd Sample Locations.dwg Folder: D:\Users\jmendoza\OneDrive - DST Consulting Engineers\Documents\Work From Home 03.24.2020\02112580 Montreal Rd\2021 Sample Locations\DWGs Friday, December 10, 2021 @ 09:12 by Joven Mendoza



**Note**

1. This drawing shall be read in conjunction with the associated technical report.
2. Do not scale drawing.
3. Base plan provided by client.

**Legend**

- Approximate bulk sample location
- Approximate project area

A	2021/12/10	Original	
Revision	Date	Issue	Approval
Client			
<b>NRC</b>			
Site			
<b>M-46 - 1200 Montreal Road, Ottawa, ON</b>			
Report Title			
<b>Project Specific Designated Substances Survey Building M-46, Air Conditioning Refit Project</b>			
Drawing Title			
<b>Third Floor Approximate Bulk Sample Locations and Damaged Asbestos Containing Materials</b>			
Designed By		Scale	
<b>AE</b>		<b>As shown</b>	
Drawn By		Date	
<b>JM</b>		<b>December 2021</b>	
Approved By		Project No.	
		<b>02112580.000</b>	
Figure No.		<b>3</b>	

## **APPENDIX D**

### Statement and Limitations

## STATEMENT OF LIMITATIONS

This report (hereinafter, the “**Report**”) was prepared by Englobe Corporation (hereinafter the “**Company**”) and is provided for the sole and exclusive use and benefit of DST Consulting Engineers Inc. (the “**Client**”). Ownership in and copyright for the contents of the Report belong to the Company.

No other person is authorized to rely on, use, copy, duplicate, reproduce or disseminate this Report, in whole or in part and for any reason whatsoever, without the express prior written consent of the Company. Any person using this Report, other than the person(s) to whom it is directly addressed, does so entirely at its own risk. The Company assumes no responsibility or liability in connection with decisions made or actions taken based on the Report, or the observations and/or comments contained within the Report. Others with interest in the site and/or subject matter of this Report should undertake their own investigations and studies to determine how or if they or their plans could be affected.

This Report should be considered in its entirety; selecting specific portions of the Report may result in the misinterpretation of the content.

The work performed by the Company was carried out in accordance with the terms and conditions specified in the *Professional Services Agreement* between the Company and the Client, in accordance with currently accepted engineering standards and practices and in a manner consistent with the level of skill, care and competence ordinarily exercised by members of the same profession currently practicing under similar conditions and like circumstances in the same jurisdiction in which the services were provided. Standards, guidelines and practices may change over time; those which were applied to produce this Report may be obsolete or unacceptable at a later date.

The findings, recommendations, suggestions, or opinions expressed in this Report reflect the Company’s best professional judgment based on observations and/or information reasonably available at the time the work was performed, as appropriate for the scope, work schedule and budgetary constraints established by the Client. No other warranty or representation, expressed or implied, is included in this Report including, but not limited to, that the Report deals with all issues potentially applicable to the site and/or that the Report deals with any and all of the important features of the site, except as expressly provided in the scope of work.

This Report has been prepared for the specific site, development, building, design or building assessment objectives and/or purposes that were described to the Company by the Client. The applicability and reliability of the content of this Report, subject to the limitations provided herein, are only valid to the extent that there has been no material alteration or variation thereto, and the Company expressly disclaims any obligation to update the Report. However, the Company reserves the right to amend or supplement this Report based on additional information, documentation or evidence made available to it.

*The Company makes no representation concerning the legal significance of its findings, nor as to the present or future value of the property, or its fitness for a particular purpose and hereby disclaims any responsibility or liability for consequential financial effects on transactions or property values, or requirements for follow-up actions and costs.*

Since the passage of time, natural occurrences, and direct or indirect human intervention may affect the views, conclusions and recommendations (if any) provided in this Report, it is intended for immediate use.

This Statement of Limitations forms an integral part of the Report.

***If all or part of the Report is based on information provided by the Client or third parties:*** In preparing this Report, the Company has relied in good faith on information provided by others and has assumed that such information is factual, accurate and complete. The Company accepts no responsibility or liability for any deficiency, misstatement or inaccuracy in this Report resulting from the information provided, concealed or not fully disclosed by those individuals.

***If the project is limited to desktop review with possible site visit (no sampling):*** The conclusions presented herein are based on information gathered from a limited review of readily available historical and regulatory information and a field inspection program. Sampling and analysis of building materials was not carried out as part of this assessment. Consequently, the identification of the presence and/or extent of any hazardous materials is limited to the information readily available and readily visible site conditions.

***If the Report comments on sampling:*** The assessment should not be considered a comprehensive audit that covers and eliminates all present, past, and future risks. The information presented in this Report is based on data collected during the completion of the site assessment conducted. The overall site/building conditions were extrapolated based on information collected at specific sampling locations. Professional judgement was exercised in gathering and analyzing data; however, no sampling methodology can completely eliminate the possibility of obtaining partially imprecise or incomplete information; it can only reduce the possibility to an acceptable level. Consequently, the actual site/building conditions between the sampling points may vary. In addition, analysis has been carried out only for the parameters identified, and it should not be inferred that other hazardous materials are not present.

***If the Company should be involved in the subsequent phases of the project:*** It is recommended practice that the Company be retained during subsequent phases of the project, to confirm that the conditions throughout the site do not deviate materially from those encountered throughout the sampling program.

***If the Report comments on the characteristics of the site:*** Any description of the site and its physical setting documented in this Report is presented for informational purposes only, to provide the reader a better understanding of the site and scope of work.

***If the Report presents information provided by subcontractors:*** Any results from a third-party laboratory or other subcontractors reported herein have been carried out by others, and the Company cannot warrant their accuracy.

***If the Report comments on potential remediation and/or constructions issues and costs:*** The comments made in this report on potential remediation/abatement and possible methods are intended only for the guidance of the owner and design engineer. The scope of work may not be sufficient to determine all the factors that may affect methods, costs, equipment and scheduling. Any contractors or others bidding on, or undertaking contractual work to be performed as part of the project who may come into possession of or learn of this Report or its content are to rely on their own interpretations of the data contained in this Report, in addition to their own investigations and conclusions as to how their work may be affected.

***If the Report is intended to be used for, or as part of design and/or construction work:*** This Report is based on the assumption that the design features relevant to our work will be in accordance with applicable codes, standards, and guidelines of practice and constructed substantially in accordance with the Report. If there are any changes to the site development or building construction features, or there is any additional information that was not otherwise available at the time the work was performed, the Company should be retained to review the implications thereof to the contents of this Report. The design recommendations expressed in this Report are applicable only to the project described therein.

***If an opinion is given regarding probable construction costs:*** The Company cannot control the cost of labour and materials, the general contractor or any subcontractors' methods of determining prices, or competitive bidding and market conditions. Therefore, the opinion of probable cost included in this Report is based on the experience, qualifications, and best judgement of the Company and its limited knowledge of the construction industry. The Company cannot and does not warranty that proposals or actual construction costs will not vary from this or subsequent estimates.

***If the report does not include extensive, destructive investigation of equipment:*** No attempt was made to dismantle, inspect, or test existing equipment other than that which is specifically noted in the report.



**TP1 Amount Payable – General**

1.1 Subject to any other provisions of the contract, Her Majesty shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which

1.1.1 the aggregate of the amounts described in TP2 exceeds

1.1.2 the aggregate of the amounts described in TP3

and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by him in respect of the work to which the payment relates.

**TP2 Amounts Payable to the Contractor**

2.1 The amounts referred to in TP1.1.1 are the aggregate of

2.1.1 the amounts referred to in the Articles of Agreement, and

2.1.2 the amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

**TP3 Amounts Payable to Her Majesty**

3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, in any, that the Contractor is liable to pay Her Majesty pursuant to the contract.

3.2 When making any payments to the Contractor, the failure of Her Majesty to deduct an amount referred to in TP3.1 from an amount referred to in TP2 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.

**TP4 Time of Payment**

4.1 In these Terms of Payment

4.1.1 The “payment period” means a period of 30 consecutive days or such other longer period as is agreed between the Contractor and the Departmental Representative.

4.1.2 An amount is “due and payable” when it is due and payable by Her Majesty to the Contractor according to TP4.4, TP4.7 or TP4.10.

4.1.3 An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.

4.1.4 The “date of payment” means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada and given for payment.

4.1.5 The “Bank Rate” means the discount rate of interest set by the Bank of Canada in effect at the opening of business on the date of payment.



- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the Departmental Representative in respect of that payment period a written progress claim 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.
- 4.3 The Departmental Representative shall, not later than ten days after receipt by him of a progress claim referred to in TP4.2,
- 4.3.1 inspect the part of the work and the material described in the progress claim; and
- 4.3.2 issue a progress report, a copy of which the Departmental Representative will give 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 the Departmental Representative,
- 4.3.2.1 is in accordance with the contract, and
- 4.3.2.2 was not included in any other progress report relating to the contract.
- 4.4 Subject to TP1 and TP4.5 Her Majesty shall, not later than 30 days after receipt by the Departmental Representative of a progress claim referred to in TP4.2, pay the Contractor
- 4.4.1 an amount that is equal to 95% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has been furnished by the Contractor, or
- 4.4.2 an amount that is equal to 90% of the value that is indicated in the progress report referred to in TP4.3.2 if a labour and material payment bond has not been furnished by the Contractor.
- 4.5 It is a condition precedent to Her Majesty's obligation under TP4.4 that the Contractor has made and delivered to the Departmental Representative,
- 4.5.1 a statutory declaration described in TP4.6 in respect of a progress claim referred to in TP4.2,
- 4.5.2 in the case of the Contractor's first progress claim, a construction schedule in accordance with the relevant sections of the Specifications, and
- 4.5.3 if the requirement for a schedule is specified, an update of the said schedule at the times identified in the relevant sections of the Specifications.
- 4.6 A statutory declaration referred to in TP4.5 shall contain a deposition by the Contractor that
- 4.6.1 up to the date of the Contractor's progress claim, the Contractor has complied with all his lawful obligations with respect to the Labour Conditions; and
- 4.6.2 up to the date of the Contractor's immediately preceding progress claim, all lawful obligations of the Contractor to subcontractors and suppliers of material in respect of the



work under the contract have been fully discharged.

- 4.7 Subject to TP1 and TP4.8, Her Majesty shall, not later than 30 days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.7.1 the sum of all payments that were made pursuant to TP4.4;
  - 4.7.2 an amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty or rectifying defects described in the Interim Certificate of Completion; and
  - 4.7.3 an amount that is equal to the Departmental Representative's estimate of the cost to Her Majesty of completing the parts of the work described in the Interim Certificate of Completion other than the defects referred to in TP4.7.2.
- 4.8 It is a condition precedent to Her Majesty's obligation under TP4.7 that the Contractor has made and delivered to the Departmental Representative,
- 4.8.1 a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2, and
  - 4.8.2 if so specified in the relevant sections of the Specifications, and update of the construction schedule referred to in TP4.5.2 and the updated schedule shall, in addition to the specified requirements, clearly show a detailed timetable that is acceptable to the Departmental Representative for the completion of any unfinished work and the correction of all defects.
- 4.9 A statutory declaration referred to in TP4.8 shall contain a deposition by the contractor that up to the date of the Interim Certificate of Completion the Contractor has
- 4.9.1 complied with all of the Contractor's lawful obligations with respect to the Labour Conditions;
  - 4.9.2 discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the work under the contract; and
  - 4.9.3 discharged the Contractor's lawful obligations referred to in GC14.6.
- 4.10 Subject to TP1 and TP4.11, Her Majesty shall, not later than 60 days after the date of issue of a Final Certificate of Completion referred to in GC44.1, pay the Contractor the amount referred to in TP1 less the aggregate of
- 4.10.1 the sum of all payments that were made pursuant to TP4.4; and
  - 4.10.2 the sum of all payments that were made pursuant to TP4.7.
- 4.11 It is a condition precedent to Her Majesty's obligation under TP4.10 that the Contractor has made and delivered a statutory declaration described in TP4.12 to the Departmental Representative.





- 4.12 A statutory declaration referred to in TP4.11 shall, in addition to the depositions described in TP4.9, contain a deposition 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.

**TP5 Progress Report and Payment Thereunder Not Binding on Her Majesty**

- 5.1 Neither a progress report referred to in TP4.3 nor any payment made by Her Majesty pursuant to these Terms of Payment shall be construed as an admission by Her Majesty that the work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

**TP6 Delay in Making Payment**

- 6.1 Notwithstanding GC7 any delay by Her Majesty in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Her Majesty.

- 6.2 Her Majesty shall pay, without demand from the Contractor, simple interest at the Bank Rate plus 1 -1/4 per centum on any amount which is overdue pursuant to TP4.1.3, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment except that

- 6.2.1 interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more than 15 days following

6.2.1.1 the date the said amount became due and payable, or

6.2.1.2 the receipt by the Departmental Representative of the Statutory Declaration referred to in TP4.5, TP4.8 or TP4.11,

whichever is the later, and

- 6.6.2 interest shall not be payable or paid on overdue advance payments if any.

**TP7 Right of Set-off**

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the contract, Her Majesty may set off any amount payable to Her Majesty by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.

- 7.2 For the purposes of TP7.1, "current contract" means a contract between Her Majesty and the Contractor

7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or

7.2.2 in respect of which Her Majesty has, since the date of which the Articles of Agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.



**TP8 Payment in Event of Termination**

- 8.1 If the contract is terminated pursuant to GC41, Her Majesty shall pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

**TP9 Interest on Settled Claims**

- 9.1 Her Majesty shall pay to the Contractor simple interest on the amount of a settled claim at an average Bank Rate plus 1 ¼ per centum from the date the settled claim was outstanding until the day prior to the date of payment.
- 9.2 For the purposes of TP9.1,
- 9.2.1 a claim is deemed to have been settled when an agreement in writing is signed by the Departmental Representative and the Contractor setting out the amount of the claim to be paid by Her Majesty and the items or work for which the said amount is to be paid.
- 9.2.2 an "average Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the end of each calendar month averaged over the period the settled claim was outstanding.
- 9.2.3 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.
- 9.3 For the purposes of TP9 a claim means a disputed amount subject to negotiation between Her Majesty and the Contractor under the contract.



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## **GC1 Interpretation**

### **1.1 In the contract**

- 1.1.1 where reference is made to a part of the contract by means of numbers preceded by letters, the reference shall be construed to be 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;
- 1.1.2 “contract” means the contract document referred to in the Articles of Agreement;
- 1.1.3 “contract security” means any security given by the Contractor to Her Majesty in accordance with the contract;
- 1.1.4 “Departmental Representative” means the officer or employee of Her Majesty who is designated pursuant to the Articles of Agreement and includes a person specially authorized by him to perform, on his behalf, any of his functions under the contract and is so designated in writing to the Contractor;
- 1.1.5 “material” includes all commodities, articles and things required to be furnished by or for the Contractor under the contract for incorporation into the work;
- 1.1.6 “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and his successors in the office, and his or their lawful deputy and any of his or their representatives appointed for the purposes of the contract;
- 1.1.7 “person” includes, unless the context otherwise requires, a partnership, proprietorship, firm, joint venture, consortium and a corporation;
- 1.1.8 “plant” includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than material, that are necessary for the due performance of the contract;
- 1.1.9 “subcontractor” means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the work;
- 1.1.10 “superintendent” means the employee of the Contractor who is designated by the Contractor to act pursuant to GC19;
- 1.1.11 “work includes, 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.

1.2 The headings in the contract documents, other than in the Plans and Specifications, form no part of the contract but are inserted for convenience of reference only.

1.3 In interpreting the contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.



- 1.4 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
- 1.4.1 the Plans and Specifications, the Specifications govern;
  - 1.4.2 the Plans, the Plans drawn with the largest scale govern; and
  - 1.4.3 figured dimensions and scaled dimensions, the figured dimensions govern.

**GC2 Successors and Assigns**

- 2.1 The contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC3 Assignment of Contract**

- 3.1 The contract may not be assigned by the Contractor, either in whole or in part, without the written consent of the Minister.

**GC4 Subcontracting by Contractor**

- 4.1 Subject to this General Condition, the Contractor may subcontract any part of the work.
- 4.2 The Contractor shall notify the Departmental Representative in writing of his intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the work, and the subcontractor with whom it is intended to subcontract.
- 4.4 The Departmental Representative may object to the intended subcontracting by notifying the Contractor in writing within six days of receipt by the Departmental Representative of a notification referred to in GC4.2.
- 4.5 If the Departmental Representative objects to a subcontracting pursuant to GC4.4, the Contractor shall not enter into the intended subcontract.
- 4.6 The contractor shall not, without the written consent of the Departmental Representative, change a subcontractor who has been engaged by him in accordance with this General Condition.
- 4.7 Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this contract that are of general application.
- 4.8 Neither a subcontracting nor the Departmental Representative's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon Her Majesty.

**GC5 Amendments**



- 5.1 No amendment or change in any of the provisions of the contract shall have any force or effect until it is reduced to writing.

**GC6 No Implied Obligations**

- 6.1 No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in the contract and the express covenants and agreements therein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty are to be founded.
- 6.2 The contract supersedes all communications, negotiations and agreements, either written or oral, relating to the work that were made prior to the date of the contract.

**GC7 Time of Essence**

- 7.1 Time is of the essence of the contract.

**GC8 Indemnification by Contractor**

- 8.1 The Contractor shall indemnify and save Her Majesty harmless from and against all claims, demand, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, subcontractors and sub-subcontractors in performing the work including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 8.2 For the purpose of GC8.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

**GC9 Indemnification by Her Majesty**

- 9.1 Her Majesty shall, subject to the Crown Liability Act, the Patent Act, and any other law that affects Her Majesty's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the contract that are directly attributable to
- 9.1.1 lack of or a defect in Her Majesty's title to the work site whether real or alleged; or
- 9.1.2 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 Her Majesty to the Contractor.

**GC10 Members of House of Commons Not to Benefit**



- 10.1 As required by the Parliament of Canada Act, it is an express condition of the contract that no member of the House of Commons shall be admitted to any share of part of the contract or to any benefit arising therefrom.

### **GC11 Notices**

- 11.1 Any notice, consent, order, decision, direction or other communication, other than a notice referred to in GC11.4, that may be given to the Contractor pursuant to the contract may be given in any manner.
- 11.2 Any notice, consent, order, decision, direction or other communication required to be given in writing, to any party pursuant to the contract shall, subject to GC11.4, be deemed to have been effectively given
- 11.2.1 to the Contractor, if delivered personally to the Contractor or the Contractor's superintendent, or forwarded by mail, telex or facsimile to the Contractor at the address set out in A4.1, or
- 11.2.2 to Her Majesty, if delivered personally to the Departmental Representative, or forwarded by mail, telex or facsimile to the Departmental Representative at the address set out in A1.2.1.
- 11.3 Any such notice, consent, order, decision, direction or other communication given in accordance with GC11.2 shall be deemed to have been received by either party
- 11.3.1 if delivered personally, on the day that it was delivered,
- 11.3.2 if forwarded by mail, on the earlier of the day it was received and the sixth day after it was mailed, and
- 11.3.3 if forwarded by telex or facsimile, 24 hours after it was transmitted.
- 11.4 A notice given under GC38.1.1, GC40 and GC41, if delivered personally, shall be delivered to the Contractor if the Contractor is doing business as sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof.

### **GC12 Material, Plant and Real Property Supplied by Her Majesty**

- 12.1 Subject to GC12.2, the Contractor is liable to Her Majesty 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 Her Majesty for use in connection with the contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 12.2 The Contractor is not liable to Her Majesty for any loss or damage to material, plant or real property referred to in GC12.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 12.3 The Contractor shall not use any material, plant or real property referred to in GC12.1 except for



the purpose of performing this contract.

- 12.4 When the Contractor fails to make good any loss or damage for which he is liable under GC12.1 within a reasonable time after being required to do so by the Departmental Representative, the Departmental Representative may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Her Majesty for the cost thereof and shall, on demand, pay to Her Majesty an amount equal to that cost.
- 12.5 The Contractor shall keep such records of all material, plant and real property referred to in GC12.1 as the Departmental Representative from time to time requires and shall satisfy the Departmental Representative, when requested, that such material, plant and real property are at the place and in the condition which they ought to be.

### **GC13 Material, Plant and Real Property Become Property of Her Majesty**

- 13.1 Subject to GC14.7 all material and plant and the interest of the Contractor in all real property, licenses, powers and privileges purchased, used or consumed by the Contractor for the contract shall, after the time of their purchase, use or consumption be the property of Her Majesty for the purposes of the work and they shall continue to be the property of Her Majesty.
- 13.1.1 in the case of material, until the Departmental Representative indicates that he is satisfied that it will not be required for the work, and
- 13.1.2 in the case of plant, real property, licenses, powers and privileges, until the Departmental Representative indicates that he is satisfied that the interest vested in Her Majesty therein is no longer required for the purposes of the work.
- 13.2 Material or plant that is the property of Her Majesty by virtue of GC13.1 shall not be taken away from the work site or used or disposed of except for the purposes of the work without the written consent of the Departmental Representative.
- 13.3 Her Majesty is not liable for loss of or damage from any cause to the material or plant referred to in GC13.1 and the Contractor is liable for such loss or damage notwithstanding that the material or plant is the property of Her Majesty.

### **GC14 Permits and Taxes Payable**

- 14.1 The Contractor shall, within 30 days after the date of the contract, 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 a person other than Her Majesty.
- 14.2 Within 10 days of making a tender pursuant to GC14.1, the Contractor shall notify the Departmental Representative of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.3 If the municipal authority does not accept the amount tendered pursuant to GC14.1 the Contractor shall pay that amount to Her Majesty within 6 days after the time stipulated in GC14.2.





- 14.4 For the purposes of GC14.1 to GC14.3 “municipal authority” means any authority that would have jurisdiction respecting permission to perform the work if the owner were not Her Majesty.
- 14.5 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.
- 14.6 In accordance with the Statutory Declaration referred to in TP4.9, a Contractor who has neither residence nor place of business in the province in which work under the contract is being performed shall provide Her Majesty with proof of registration with the provincial sales tax authorities in the said province.
- 14.7 For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the work under the contract, the Contractor shall, notwithstanding the fact that all material, plant and interest of the Contractor in all real property, licenses, powers and privileges, have become the property of Her Majesty after the time of purchase, be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that material, plant or interest of the Contractor in accordance with the relevant legislation.

#### **GC15 Performance of Work under Direction of Departmental Representative**

- 15.1 The Contractor shall
- 15.1.1 permit the Departmental Representative to have access to the work and its site at all times during the performance of the contract;
  - 15.1.2 furnish the Departmental Representative with such information respecting the performance of the contract as he may require; and
  - 15.1.3 give the Departmental Representative every possible assistance to enable the Departmental Representative to carry out his duty to see that the work is performed in accordance with the contract and to carry out any other duties and exercise any powers specially imposed or conferred on the Departmental Representative under the contract.

#### **CG16 Cooperation with Other Contractors**

- 16.1 Where, in the opinion of the Departmental Representative, it is necessary that other contractors or workers with or without plant and material, be sent onto the work or its site, the Contractor shall, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligation.
- 16.2 If
- 16.2.1 the sending onto the work or its site of other contractors or workers pursuant to GC16.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the contract, and



16.2.2 the Contractor incurs, in the opinion of the Departmental Representative, extra expense in complying with GC16.1, and

16.2.3 The Contractor has given the Departmental Representative written notice of his claim for the extra expense referred to in GC16.2.2 within 30 days of the date that the other contractors or workers were sent onto the work or its site,

Her Majesty shall pay the Contractor the cost, calculated in accordance with GC48 to GC50, of the extra labour, plant and material that was necessarily incurred.

### **GC17 Examination of Work**

17.1 If, at any time after the commencement of the work but prior to the expiry of the warranty or guarantee period, the Departmental Representative has reason to believe that the work or any part thereof has not been performed in accordance with the contract, the Departmental Representative may have that work examined by an expert of his choice.

17.2 If, as a result of an examination of the work referred to in GC17.1, it is established that the work was not performed in accordance with the contract, then, in addition to and without limiting or otherwise affecting any of Her Majesty's rights and remedies under the contract either at law or in equity, the Contractor shall pay Her Majesty, on demand, all reasonable costs and expenses that were incurred by Her Majesty in having that examination performed.

### **GC18 Clearing of Site**

18.1 The Contractor shall maintain the work and its site in a tidy condition and free from the accumulation of waste material and debris, in accordance with any directions of the Departmental Representative.

18.2 Before the issue of an interim certificate referred to in GC44.2, the Contractor shall remove all the plant and material not required for the performance of the remaining work, and all waste material and other debris, and shall cause the work and its site to be clean and suitable for occupancy by Her Majesty's servants, unless otherwise stipulated in the contract.

18.3 Before the issue of a final certificate referred to in GC44.1, the Contractor, shall remove from the work and its site all of the surplus plant and material and any waste material and other debris.

18.4 The Contractor's obligations described in GC18.1 to GC18.3 do not extend to waste material and other debris caused by Her Majesty's servants or contractors and workers referred to in GC16.1.

### **GC19 Contractor's Superintendent**

19.1 The Contractor shall, forthwith upon the award of the contract, designate a superintendent.

19.2 The Contractor shall forthwith notify the Departmental Representative of the name, address and telephone number of a superintendent designate pursuant to GC19.1.



- 19.3 A superintendent designated pursuant to GC19.1 shall be in full charge of the operations of the Contractor in the performance of the work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the contract.
- 19.4 The Contractor shall, until the work has been completed, keep a competent superintendent at the work site during working hours.
- 19.5 The Contractor shall, upon the request of the Departmental Representative, remove any superintendent who, in the opinion of the Departmental Representative, is incompetent or has been conducting himself improperly and shall forthwith designate another superintendent who is acceptable to the Departmental Representative.
- 19.6 Subject to GC19.5, the Contractor shall not substitute a superintendent without the written consent of the Departmental Representative.
- 19.7 A breach by the Contractor of GC19.6 entitles the Departmental Representative to refuse to issue any certificate referred to in GC44 until the superintendent has returned to the work site or another superintendent who is acceptable to the Departmental Representative has been substituted.

#### **GC20 National Security**

- 20.1 If the Minister is of the opinion that the work is of a class or kind that involves the national security, he may order the Contractor
- 20.1.1 to provide him with any information concerning persons employed or to be employed by him for purposes of the contract; and
  - 20.1.2 to remove any person from the work and its site if, in the opinion of the Minister, that person may be a risk to the national security.
- 20.2 The Contractor shall, in all contracts with persons who are to be employed in the performance of the contract, make provision for his performance of any obligation that may be imposed upon him under GC19 to GC21.
- 20.3 The Contractor shall comply with an order of the Minister under GC20.1

#### **GC21 Unsuitable Workers**

- 21.1 The Contractor shall, upon the request of the Departmental Representative, remove any person employed by him for purposes of the contract who, in the opinion of the Departmental Representative, is incompetent or has conducted himself improperly, and the Contractor shall not permit a person who has been removed to return to the work site.

#### **GC22 Increased or Decreased Costs**



- 22.1 The amount set out in the Articles of Agreement shall not be increased or 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 or material or any wage adjustment arising pursuant to the Labour Conditions.
- 22.2 Notwithstanding GC22.1 and GC35, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC22.3, if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act, the Customs Tariff or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into Real Property
- 22.2.1 occurs after the date of the submission by the Contractor of his tender for the contract,
- 22.2.2 applies to material, and
- 22.2.3 affects the cost to the Contractor of that material.
- 22.3 If a change referred to in GC22.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC51 to be the increase or decrease in the cost incurred that is directly attributable to that change.
- 22.4 For the purpose of GC22.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the Minister of Finance before that date, the change shall be deemed to have occurred before the date of submission of the tender.

### **GC23 Canadian Labour and Material**

- 23.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and expeditious carrying out of the work.
- 23.2 Subject to GC23.1, the Contractor shall, in the performance of the work, employ labour from the locality where the work is being performed to the extent to which it is available, and shall use the offices of the Canada Employment Centres for the recruitment of workers wherever practicable.
- 23.3 Subject to GC23.1 and GC23.2, the Contractor shall, in the performance of the work, employ a reasonable proportion of persons who have been on active service with the armed forces of Canada and have been honourably discharged therefrom.

### **GC24 Protection of Work and Documents**

- 24.1 The Contractor shall guard or otherwise protect the work and its site, and protect the contract, specifications, plans, drawings, information, material, plant and real property, whether or not they are supplied by Her Majesty to the Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Minister, except as may be essential for the performance of the work.



- 24.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor shall take all measures directed by the Departmental Representative to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.
- 24.3 The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the Minister to inspect or to take security measures in respect of the work and its site.
- 24.4 The Departmental Representative may direct the Contractor to do such things and to perform such additional work as the Departmental Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC24.1 to GC24.3.

### **GC25 Public Ceremonies and Signs**

- 25.1 The Contractor shall not permit any public ceremony in connection with the work without the prior consent of the Minister.
- 25.2 The Contractor shall not erect or permit the erection of any sign or advertising on the work or its site without the prior consent of the Departmental Representative.

### **GC26 Precautions against Damage, Infringement of Rights, Fire, and Other Hazards**

- 26.1 The Contractor shall, at his own expense, do whatever is necessary to ensure that
- 26.1.1 no person, property, right, easement or privilege is injured, damaged or infringed by reasons of the Contractor's activities in performing the contract;
  - 26.1.2 pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the work or plant;
  - 26.1.3 fire hazards in or about the work or its site are eliminated and, subject to any direction that may be given by the Departmental Representative, any fire is promptly extinguished;
  - 26.1.4 the health and safety of all persons employed in the performance of the work is not endangered by the method or means of its performance;
  - 26.1.5 adequate medical services are available to all persons employed on the work or its site at all times during the performance of the work;
  - 26.1.6 adequate sanitation measures are taken in respect of the work and its site; and
  - 26.1.7 all stakes, buoys and marks placed on the work or its site by or under the authority of the Departmental Representative are protected and are not removed, defaced, altered or destroyed.
- 26.2 The Departmental Representative may direct the Contractor to do such things and to perform such additional work as the Departmental Representative considers reasonable and necessary to ensure



compliance with or to remedy a breach of GC26.1.

- 26.3 The Contractor shall, at his own expense, comply with a direction of the Departmental Representative made under GC26.2.

#### **GC27 Insurance**

- 27.1 The Contractor shall, at his own expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to the Departmental Representative in accordance with the requirements of the Insurance Conditions "E".

- 27.2 The insurance contracts referred to in GC27.1 shall

27.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Insurance Conditions "E", and

27.2.2 provide for the payment of claims under such insurance contracts in accordance with GC28.

#### **GC28 Insurance Proceeds**

- 28.1 In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid directly to Her Majesty, and

28.1.1 the monies so paid shall be held by Her Majesty for the purposes of the contract, or

28.1.2 if Her Majesty elects, shall be retained by Her Majesty, in which event they vest in Her Majesty absolutely.

- 28.2 In the case of a claim payable under a General Liability insurance contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid by the insurer directly to the claimant.

- 28.3 If an election is made pursuant to GC28.1, the Minister may cause an audit to be made of the accounts of the Contractor and of Her Majesty in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between

28.3.1 the aggregate of the amount of the loss or damage suffered or sustained by Her Majesty, including any cost 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 Her Majesty under the contract, minus any monies retained pursuant to GC28.12, and

28.3.2 the aggregate of the amounts payable by Her Majesty to the Contractor pursuant to the contract up to the date of the loss or damage.

- 28.4 A difference that is established pursuant to GC28.3 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.

- 28.5 When payment of a deficiency has been made pursuant to GC28.4, all rights and obligations of Her Majesty 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 GC28.3, be deemed to have been expended and discharged.
- 28.6 If an election is not made pursuant to GC28.1.2 the Contractor shall, subject to GC28.7, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at his own expense as if that part of the work had not yet been performed.
- 28.7 When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in GC 28.6, Her Majesty shall pay him out of the monies referred to in GC28.1 so far as they will thereunto extend.
- 28.8 Subject to GC28.7, payment by Her Majesty pursuant to GC28.7 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding TP4.4.1 and TP4.4.2.

### **GC29 Contract Security**

- 29.1 The Contractor shall obtain and deliver contract security to the Departmental Representative in accordance with the provisions of the Contract Security Conditions.
- 29.2 If the whole or a part of the contract security referred to in GC29.1 is in the form of a security deposit, it shall be held and disposed of in accordance with GC43 and GC45.
- 29.3 If a part of the contract security referred to in GC29.1 is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond on the work site.

### **GC30 Changes in the Work**

- 30.1 Subject to GC5, the Departmental Representative may, at any time before he issues his Final Certificate of Completion,
- 30.1.1 order work or material in addition to that provided for in the Plans and Specifications;  
and
- 30.1.2 delete or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the work or material provided for in the Plans and Specifications or in any order made pursuant to GC30.1.1,
- if that additional work or material, deletion, or change is, in his opinion, consistent with the general intent of the original contract.
- 30.2 The Contractor shall perform the work in accordance with such orders, deletions and changes that are made by the Departmental Representative pursuant to GC30.1 from time to time as if they had appeared in and been part of the Plans and Specifications.



- 30.3 The Departmental Representative shall determine whether or not anything done or omitted by the Contractor pursuant to an order, deletion or change referred to in GC30.1 increased or decreased the cost of the work to the Contractor.
- 30.4 If the Departmental Representative determines pursuant to GC30.3 that the cost of the work to the Contractor has been increased, Her Majesty shall pay the Contractor the increased cost that the Contractor necessarily incurred for the additional work calculated in accordance with GC49 or GC50.
- 30.5 If the Departmental Representative determines pursuant to GC30.3 that the cost of the work to the Contractor has been decreased, Her Majesty shall reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost caused by the deletion or change referred to in GC30.1.2 and calculated in accordance with GC49.
- 30.6 GC30.3 to GC30.5 are applicable only to a contract or a portion of a contract for which a Fixed Price Arrangement is stipulated in the contract.
- 30.7 An order, deletion or change referred to in GC30.1 shall be in writing, signed by the Departmental Representative and given to the Contractor in accordance with GC11.

### **GC31 Interpretation of Contract by Departmental Representative**

- 31.1 If, at any time before the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, 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
- 31.1.1 the meaning of anything in the Plans and Specification,
  - 31.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their working or intention,
  - 31.1.3 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,
  - 31.1.4 whether or not the labour, plant or material provided by the Contractor for performing the work and carrying out the contract are adequate to ensure that the work will be performed in accordance with the contract and that the contract will be carried out in accordance with its terms,
  - 31.1.5 what quantity of any kind of work has been completed by the Contractor, or
  - 31.1.6 the timing and scheduling of the various phases of the performance of the work,
- the question shall be decided by the Departmental Representative whose decision shall be final and conclusive in respect of the work.
- 31.2 The Contractor shall perform the work in accordance with any decisions of the Departmental





Representative that are made under GC31.1 and in accordance with any consequential directions given by the Departmental Representative.

### **GC32 Warranty and Rectification of Defects in Work**

- 32.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract documents, the Contractor shall, at his own expense,
- 32.1.1 rectify and make good any defect or fault that appears in the work or comes to the attention of the Minister with respect to those parts of the work accepted in connection with the Interim Certificate of Completion referred to GC44.2 within 12 months from the date of the Interim Certificate of Completion;
- 32.1.2 rectify and make good any defect or fault that appears in or comes to the attention of the Minister in connection with those parts of the work described in the Interim Certificate of Completion referred to in GC44.2 within 12 months from the date of the Final Certificate of Completion referred to in GC44.1.
- 32.2 The Departmental Representative may direct the Contractor to rectify and make good any defect or fault referred to in GC32.1 or covered by any other expressed or implied warranty or guarantee.
- 32.3 A direction referred to in GC32.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC11.
- 32.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC32.2 within the time stipulated therein.

### **GC33 Non-Compliance by Contractor**

- 33.1 If the Contractor fails to comply with any decision or direction given by the Departmental Representative pursuant to GC18, GC24, GC26, GC31 or GC32, the Departmental Representative may employ such methods as he deems advisable to do that which the Contractor failed to do.
- 33.2 The Contractor shall, on demand, pay Her Majesty an amount that is equal to the aggregate of all cost, expenses and damage incurred or sustained by Her Majesty by reason of the Contractor's failure to comply with any decision or direction referred to in GC33.1, including the cost of any methods employed by the Departmental Representative pursuant to GC33.1.

### **GC34 Protesting Departmental Representative's Decisions**

- 34.1 The Contractor may, within ten days after the communication to him of any decision or direction referred to in GC30.3 or GC33.1, protest that decision or direction.
- 34.2 A protest referred to in GC34.1 shall be in writing, contain full reasons for the protest, be signed



by the Contractor and be given to Her Majesty by delivery to the Departmental Representative.

- 34.3 If the Contractor gives a protest pursuant to GC34.2, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action he considers appropriate in the circumstances.
- 34.4 The giving of a protest by the Contractor pursuant to GC34.2 shall not relieve him from complying with the decision or direction that is the subject of the protest.
- 34.5 Subject to GC34.6, the Contractor shall take any action referred to in GC34.3 within three months after the date that a Final Certificate of Completion is issued under GC44.1 and not afterwards.
- 34.6 The Contractor shall take any action referred to in GC34.3 resulting from a direction under GC32 within three months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7 Subject to GC34.8, if Her Majesty determines that the Contractor's protest is justified, Her Majesty shall pay the Contractor the cost of the additional labour, plant and material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 34.8 Costs referred to in GC34.7 shall be calculated in accordance with GC48 to GC50.

### **GC35 Changes in Soil Conditions and Neglect or Delay by Her Majesty**

- 35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by Her Majesty to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.
- 35.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to
- 35.2.1 a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the contract, or
- 35.2.2 any neglect or delay that occurs after the date of the contract on the part of Her Majesty in providing any information or in doing any act that the contract either expressly requires Her Majesty to do or that would ordinarily be done by an owner in accordance with the usage of the trade,

he shall, within ten days of the date the actual soil conditions described in GC35.2.1 were encountered or the neglect or delay described in GC35.2.2 occurred, give the Departmental Representative written notice of his intention to claim for that extra expense or that loss or damage.

- 35.3 When the Contractor has given a notice referred to in GC35.2, he shall give the Departmental Representative a written claim for extra expense or loss or damage within 30 days of the date that



a Final Certificate of Completion referred to in GC44.1 is issued and not afterwards.

- 35.4 A written claim referred to in GC35.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Departmental Representative to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the Departmental Representative requires from time to time.
- 35.5 If the Departmental Representative determines that a claim referred to in GC35.3 is justified, Her Majesty shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC47 to GC50.
- 35.6 If, in the opinion of the Departmental Representative, an occurrence described in GC35.2.1 results in a savings of expenditure by the Contractor in performing the contract, the amount set out in the Articles of Agreement shall, subject to GC35.7, be reduced by an amount that is equal to the saving.
- 35.7 The amount of the saving referred to in GC35.6 shall be determined in accordance with GC47 to GC49.
- 35.8 If the Contractor fails to give a notice referred to in GC35.2 and a claim referred to in GC35.3 within the times stipulated, an extra payment shall not be made to him in respect of the occurrence.

### **GC36 Extension of Time**

- 36.1 Subject to GC36.2, the Departmental Representative may, on the application of the Contractor made before the day fixed by the Articles of Agreement for completion of the work or before any other date previously fixed under this General Condition, extend the time for its completion by fixing a new date if, in the opinion of the Departmental Representative, causes beyond the control of the Contractor have delayed its completion.
- 36.2 An application referred to in GC36.1 shall be accompanied by the written consent of the bonding company whose bond forms part of the contract security.

### **GC37 Assessments and Damages for Late Completion**

- 37.1 For the purposes of this General Condition
- 37.1.1 the work shall be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued, and
- 37.1.2 "period of delay" means the number of days commencing on the day fixed by the Articles of Agreement 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 GC36.1, and any other day on which, in the opinion of the Departmental Representative, completion of the work was delayed for reasons beyond the control of the Contractor.



- 37.2 If the Contractor does not complete the work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor shall pay Her Majesty an amount equal to the aggregate of
- 37.2.1 all salaries, wages and travelling expenses incurred by Her Majesty in respect of persons overseeing the performance of the work during the period of delay;
  - 37.2.2 the cost incurred by Her Majesty as a result of the inability to use the completed work for the period of delay; and
  - 37.2.3 all other expenses and damages incurred or sustained by Her Majesty during the period of delay as a result of the work not being completed by the day fixed for its completion.
- 37.3 The Minister may waive the right of Her Majesty to the whole or any part of the amount payable by the Contractor pursuant to GC37.2 I, in the opinion of the Minister, it is in the public interest to do so.

#### **GC38 Taking the Work Out of the Contractor's Hands**

- 38.1 The Minister may, at his sole discretion, by giving a notice in writing to the Contractor in accordance with GC11, take all or any part of the work out of the Contractor's hands, and may employ such means as he sees fit to have the work completed if the Contractor
- 38.1.1 Has not, within six days of the Minister or the Departmental Representative giving notice to the Contractor in writing in accordance with GC11, remedied any delay in the commencement or any default in the diligent performance of the work to the satisfaction of the Departmental Representative;
  - 38.1.2 has defaulted in the completion of any part of the work within the time fixed for its completion by the contract;
  - 38.1.3 has become insolvent;
  - 38.1.4 has committed an act of bankruptcy;
  - 38.1.5 has abandoned the work;
  - 38.1.6 has made an assignment of the contract without the consent required by GC3.1; or
  - 38.1.7 has otherwise failed to observe or perform any of the provisions of the contract.
- 38.2 If the whole or any part of the work is taken out of the Contractor's hands pursuant to GC38.1,
- 38.2.1 the Contractor's right to any further payment that is due or accruing due under the contract is, subject only to GC38.4, extinguished, and
  - 38.2.2 the Contractor is liable to pay Her Majesty, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Her Majesty in respect of the



Contractor's failure to complete the work.

- 38.3 If the whole or any part of the work that is taken out of the Contractor's hands pursuant to GC38.1 is completed by Her Majesty, the Departmental Representative shall determine the amount, if any, of the holdback or a progress claim 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 Her Majesty for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 38.4 Her Majesty may pay the Contractor the amount determined not to be required pursuant to GC38.3.

**GC39 Effect of Taking the Work Out of the Contractor's Hands**

- 39.1 The taking of the work or any part thereof out of the Contractor's hands pursuant to GC38 does not operate so as to relieve or discharge him from any obligation under the contract or imposed upon him by law except the obligation to complete the performance of that part of the work that was taken out of his hands.
- 39.2 If the work or any part thereof is taken out of the Contractor's hands pursuant to GC38, all plant and material and the interest of the Contractor is all real property, licenses, powers and privileges acquired, used or provided by the Contractor under the contract shall continue to be the property of Her Majesty without compensation to the Contractor.
- 39.3 When the Departmental Representative certifies that any plant, material, or any interest of the Contractor referred to in GC39.2 is no longer required for the purposes of the work, or that it is not in the interest of Her Majesty to retain that plant, material or interest, it shall revert to the Contractor.

**G40 Suspension of Work by Minister**

- 40.1 The Minister may, when in his opinion it is in the public interest to do so, 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 GC11.
- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC11, he shall suspend all operations in respect of the work except those that, in the opinion of the Departmental Representative, are necessary for the care and preservation of the work, plant and material.
- 40.3 The Contractor shall not, during a period of suspension, remove any part of the work, plant or material from its site without the consent of the Departmental Representative.
- 40.4 If a period of suspension is 30 days or less, the Contractor shall, upon the expiration of that period, resume the performance of the work and he is entitled to be paid the extra cost, calculated in accordance with GC48 to GC50, of any labour, plant and material necessarily incurred by him as a result of the suspension.



- 40.5 If, upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor agree that the performance of the work will be continued by the Contractor, the Contractor shall resume performance of the work subject to any terms and conditions agreed upon by the Minister and the Contractor.
- 40.6 If, upon the expiration of a period of suspension of more than 30 days, the Minister and the Contractor do not agree that performance of the work will be continued by the Contractor or upon the terms and conditions under which the Contractor will continue the work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC41.

#### **GC41 Termination of Contract**

- 41.1 The Minister may terminate the contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC11.
- 41.2 When a notice referred to in GC41.1 is received by the Contractor in accordance with GC11, he shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the contract.
- 41.3 If the contract is terminated pursuant to GC41.1, Her Majesty shall pay the Contractor, subject to GC41.4, an amount equal to
- 41.3.1 the cost to the contractor of all labour, plant and material supplied by him under the contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Arrangement is stipulated in the contract, or
  - 41.3.2 the lesser of
    - 41.3.2.1 an amount, calculated in accordance with the Terms and Payment, that would have been payable to the Contractor had he completed the work, and
    - 41.3.2.2 an amount that is determined to be due to the Contractor pursuant to GC49 in respect of a contract or part thereof for which a Fixed Price Arrangement is stipulated in the contract
- less the aggregate of all amounts that were paid to the Contractor by Her Majesty and all amounts that are due to Her Majesty from the Contractor pursuant to the contract.
- 41.4 If Her Majesty and the Contractor are unable to agree about an amount referred to in GC41.3 that amount shall be determined by the method referred to in GC50.

#### **GC42 Claims Against and Obligations of the Contractor or Subcontractor**

- 42.1 Her Majesty may, in order to discharge lawful obligations of and satisfy claims against the Contractor or a subcontractor arising out of the performance of the contract, pay any amount that is due and payable to the Contractor pursuant to the contract directly to the obligees of and the claimants against the Contractor or the subcontractor but such amount if any, as is paid by Her Majesty, shall not exceed that amount which the Contractor would have been obliged to pay to



such claimant had the provisions of the Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, been applicable to the work. Any such 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 claimant might have had;

- 42.2 Her Majesty will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Her Majesty:
- 42.2.1 a binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
  - 42.2.2 a final and enforceable award of an arbitrator setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the applicable Provincial or Territorial lien legislation, or, in the Province of Quebec, the law relating to privileges, had such legislation been applicable to the work; or
  - 42.2.3 the consent of the Contractor authorizing a payment.
- For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 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 any applicable legislation.
- 42.3 The Contractor shall, by the execution of his contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any subcontractor to whom the claimant supplied material, performed work or rented equipment should such subcontractor wish to be adjoined and the Crown shall not be a party to such arbitration and, subject to any agreement between the Contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the Provincial or Territorial legislation governing arbitration applicable in the Province or Territory in which the work is located.
- 42.4 A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the contract and may be deducted from any amount payable to the Contractor under the contract.
- 42.5 To the extent that the circumstances of the work being performed for Her Majesty permit, the Contractor shall comply with all laws in force in the Province or Territory where the work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builders' liens or similar legislation or in the Province of Quebec, the law relating to privileges.
- 42.6 The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the work at least as often as the contract requires Her



Majesty to pay the Contractor.

- 42.7 The Contractor shall, whenever requested to do so by the Departmental Representative, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC42.6.
- 42.8 GC42.1 shall only apply to claims and obligations
- 42.8.1 the notification of which has been received by the Departmental Representative in writing before payment is made to the Contractor pursuant to TP4.10 and within 120 days of the date on which the claimant
- 42.8.1.1 should have been paid in full under the claimant's contract with the Contractor or subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
- 42.8.1.2 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 subcontractor where the claim is not for money referred to in GC42.8.1.1, and
- 42.8.2 the proceedings to determine the right to payment of which, pursuant to GC42.2. shall have commenced within one year from the date that the notice referred to in GC42.8.1 was received by the Departmental Representative, and
- the notification required by GC42.8.1 shall set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 42.9 Her Majesty may, upon receipt of a notice of claim under GC42.8.1, 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.
- 42.10 The Departmental Representative shall notify the Contractor in writing of receipt of any claim referred to in GC42.8.1 and of the intention of Her Majesty to withhold funds pursuant to GC42.9 and the Contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with Her Majesty, security in a form acceptable to Her Majesty in an amount equal to the value of the claim, the notice of which is received by the Departmental Representative and upon receipt of such security Her Majesty shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC42.9 in respect of the claim of any claimant for whom the security stands.

### **GC43 Security Deposit – Forfeiture or Return**

- 43.1 If
- 43.1.1 the work is taken out of the Contractor's hands pursuant to GC38,
- 43.1.2 the contract is terminated pursuant to GC41, or
- 43.1.3 the Contractor is in breach of or in default under the contract,





Her Majesty may convert the security deposit, if any, to Her own use.

- 43.2 If Her Majesty converts the contract security pursuant to GC43.1, the amount realized shall be deemed to be an amount due from Her Majesty to the Contractor under the contract.
- 43.3 Any balance of an amount referred to in GC43.2 that remains after payment of all losses, damage and claims of Her Majesty and others shall be paid by Her Majesty to the Contractor if, in the opinion of the Departmental Representative, it is not required for the purposes of the contract.

#### **GC44 Departmental Representative's Certificates**

44.1 On the date that

44.1.1 the work has been completed, and

44.1.2 the Contractor has complied with the contract and all orders and directions made pursuant thereto,

both to the satisfaction of the Departmental Representative, the Departmental Representative shall issue a Final Certificate of Completion to the Contractor.

44.2 If the Departmental Representative is satisfied that the work is substantially complete he shall, at any time before he issues a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the Contractor, and

44.2.1 for the purposes of GC44.2 the work will be considered to be substantially complete,

44.2.1.1 when the work under the contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by Her Majesty or is being used for the purpose intended; and

44.2.1.2 when the work remaining to be done under the contract is, in the opinion of the Departmental Representative, capable of completion or correction at accost of not more than

44.2.1.2.1 -3% of the first \$500,000, and

44.2.1.2.2 -2% of the next \$500,000, and

44.2.1.2.3 -1% of the balance

of the value of the contract at the time this cost is calculated.

44.3 For the sole purpose of GC44.2.1.2, where the work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the work or a part thereof cannot be completed by the time specified in A2.1, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree not to complete a part of the work within the specified time, the cost of that part of the work



which was either beyond the control of the Contractor to complete or the Departmental Representative and the Contractor have agreed not to complete by the time specified shall be deducted from the value of the contract referred to GC44.2.1.2 and the said cost shall not form part of the cost of the work remaining to be done in determining substantial completion.

44.4 An Interim Certificate of Completion referred to in GC44.2 shall describe the parts of the work not completed to the satisfaction of the Departmental Representative and all things that must be done by the Contractor

44.4.1 before a Final Certificate of Completion referred to in GC44.1 will be issued, and

44.4.2 before the 12-month period referred to in GC32.1.2 shall commence for the said parts and all the said things.

44.5 The Departmental Representative may, in addition to the parts of the work described in an Interim Certificate of Completion referred to in GC44.2, require the Contractor to rectify any other parts of the work not completed to his satisfaction and to do any other things that are necessary for the satisfactory completion of the work.

44.6 If the contract or a part thereof is subject to a Unit Price Arrangement, the Departmental Representative shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the work and shall, at the request of the Contractor, inform him of those measurements.

44.7 The Contractor shall assist and co-operate with the Departmental Representative in the performance of his duties referred to in GC44.6 and shall be entitled to inspect any record made by the Departmental Representative pursuant to GC44.6.

44.8 After the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, he shall, if GC44.6 applies, issue a Final Certificate of Measurement.

44.9 A Final Certificate of Measurement referred to in GC44.8 shall

44.9.1 contain the aggregate of all measurements of quantities referred to in GC44.6, and

44.9.2 be binding upon and conclusive between Her Majesty and the Contractor as to the quantities referred to therein.

#### **GC45 Return of Security Deposit**

45.1 After an Interim Certificate of Completion referred to in GC44.2 has been issued, Her Majesty shall, if the Contractor is not in breach of or in default under the contract, return to the Contractor all or any part of the security deposit that, in the opinion of the Departmental Representative, is not required for the purposes of the contract.

45.2 After a Final Certificate of Completion referred to in GC44.1 has been issued, Her Majesty shall return to the Contractor the remainder of any security deposit unless the contract stipulates otherwise.



- 45.3 If the security deposit was paid into the Consolidated Revenue Fund of Canada, Her Majesty shall pay interest thereon to the Contractor at a rate established from time to time pursuant to section 21(2) of the Financial Administration Act.

#### **GC46 Clarification of Terms in GC47 to GC50**

- 46.1 For the purposes of GC47 to GC50,
- 46.1.1 "Unit Price Table" means the table set out in the Articles of Agreement, and
- 46.1.2 "plant" does not include tools customarily provided by a tradesman in practicing his trade.

#### **GC47 Additions or Amendments to Unit Price Table**

- 47.1 Where a Unit Price Arrangement applies to the contract or a part thereof the Departmental Representative and the Contractor may, by an agreement in writing,
- 47.1.1 add classes of labour or material, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, plant or material that is to be included in the Final Certificate of Measurement referred to in GC44.8 is not included in any class of labour, plant or material set out in the Unit Price Table; or
- 47.1.2 subject to GC47.2 and GC47.3, amend a price set out in the Unit Price Table for any class of labour, plant or material included therein if the Final Certificate of Measurement referred to in GC44.8 shows or is expected to show that the total quantity of that class of labour, plant or material actually performed, used or supplied by the Contractor in performing the work is
- 47.1.2.1 less than 85% of that estimated total quantity, or
- 47.1.2.2 in excess of 115% of that estimated total quantity.
- 47.2 In no event shall the total cost of an item set out in the Unit Price Table that has been amended pursuant to GC47.1.2.1 exceed the amount that would have been payable to the Contractor had the estimated total quantity actually been performed, used or supplied.
- 47.3 An amendment that is made necessary by GC47.1.2.2 shall apply only to the quantities that are in excess of 115%.
- 47.4 If the Departmental Representative and the Contractor do not agree as contemplated in GC47.1, the Departmental Representative shall determine the class and the unit of measurement of the labour, plant or material and, subject to GC47.2 and GC47.3, the price per unit therefore shall be determined in accordance with GC50.

#### **GC48 Determination of Cost – Unit Price Table**



- 48.1 Whenever, for the purposes of the contract, it is necessary to determine the cost of labour, plant or material, it shall be determined by multiplying the quantity of that labour, plant or material expressed in the unit set out in column 3 of the Unit Price Table by the price of that unit set out in column 5 of the Unit Price Table.

#### **GC49 Determination of Cost – Negotiation**

- 49.1 If the method described in GC48 cannot be used because the labour, plant or material is of a kind or class that is not set out in the Unit Price Table, the cost of that labour, plant or material for the purposes of the contract shall be the amount agreed upon from time to time by the Contractor and the Departmental Representative.
- 49.2 For the purposes of GC49.1, the Contractor shall submit to the Departmental Representative any necessary cost information requested by the Departmental Representative in respect of the labour, plant and material referred to in GC49.1

#### **GC50 Determination of Cost – Failing Negotiation**

- 50.1 If the methods described in GC47, GC48 or GC49 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost shall be equal to the aggregate of
- 50.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant and material that falls within one of the classes of expenditure described in GC50.2 that are directly attributable to the performance of the contract,
  - 50.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration cost, financing and interest charges, and every other cost, charge and expenses, but not including those referred to in GC50.1.1 or GC50.1.3 or a class referred to in GC50.2, in an amount that is equal to 10% of the sum of the expenses referred to in GC50.1.1, and
  - 50.1.3 interest on the cost determined under GC50.1.1 and GC50.1.2, which interest shall be calculated in accordance with TP9,

provide that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2.1 does not exceed the amount that would have been payable to the Contractor had the estimated total quantity of the said item actually be performed, used or supplied.

- 50.2 For purposes of GC50.1.1 the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are,
- 50.2.1 payments to subcontractors;
  - 50.2.2 wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the work, other than wages, salaries, bonuses, living



and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Departmental Representative,

- 50.2.3 assessments payable under any statutory authority relating to workmen's compensation, unemployment insurance, pension plan or holidays with pay;
- 50.2.4 rent that is paid for plant or an amount equivalent of 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 of the equivalent amount is reasonable and use of that plant has been approved by the Departmental Representative;
- 50.2.5 payments for maintaining and operating plant necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Departmental Representative, are necessary to 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;
- 50.2.6 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;
- 50.2.7 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
- 50.2.8 any other payments made by the Contractor with the approval of the Departmental Representative that are necessary for the performance of the contract.

#### **GC51 Records to be kept by Contractor**

##### **51.1 The Contractor shall**

- 51.1.1 maintain full records of his estimated and actual cost of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto.
- 51.1.2 make all records and material referred to in GC5.1.1 available to audit and inspection by the Minister and the Deputy Receiver General for Canada or by persons acting on behalf of either of both of them, when requested;
- 51.1.3 allow any of the person referred to in GC51.1.2 to make copies of and to take extracts from any of the records and material referred to in GC51.1.1; and
- 51.1.4 furnish any person referred to in GC51.1.2 with any information he may require from time to time in connection with such records and material.

- 51.2 The records maintained by the Contractor pursuant to GC51.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC44.1 was issued or until the expiration of such other period of time as the



Minister may direct.

- 51.3 The Contractor shall cause all subcontractors 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 GC51.1 and GC51.2 as if they were the Contractor.

**GC52 Conflict of Interest**

- 52.1 It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.

**GC53 Contractor Status**

- 53.1 The Contractor shall be engaged under the contract as an independent contractor.
- 53.2 The Contractor and any employee of the said Contractor is not engaged by the contract as an employee, servant or agent of Her Majesty.
- 53.3 For the purposes of GC53.1 and GC53.2 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, Unemployment Insurance, Worker's Compensation or Income Tax.



## **GENERAL CONDITONS**

- IC 1 Proof of Insurance**
- IC 2 Risk Management**
- IC 3 Payment of Deductible**
- IC 4 Insurance Coverage**

## **GENERAL INSUANCE COVERAGES**

- GCI 1 Insured**
- GIC 2 Period of Insurance**
- GIC 3 Proof of Insurance**
- GIC 4 Notification**

## **COMMERCIAL GENERAL LIABILITY**

- CGL 1 Scope of Policy**
- CGL 2 Coverages/Provisions**
- CGL 3 Additional Exposures**
- CGL 4 Insurance Proceeds**
- CGL 5 Deductible**

## **BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS**

- BR 1 Scope of Policy**
- BR 2 Property Insured**
- BR 3 Insurance Proceeds**
- BR 4 Amount of Insurance**
- BR 5 Deductible**
- BR 6 Subrogation**
- BR 7 Exclusion Qualifications**

## **INSURER'S CERTIFICATE OF INSURANCE**



## **General Conditions**

### **IC 1 Proof of Insurance (02/12/03)**

Within thirty (30) days after acceptance of the Contractor's tender, the Contractor shall, unless otherwise directed in writing by the Contracting Officer, deposit with the Contracting Officer an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Contracting Officer, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

### **IC 2 Risk Management (01/10/94)**

The provisions of the Insurance Coverage Requirements contained hereunder are not intended to cover all of the Contractor's obligations under GC8 of the General Conditions "C" of the contract. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill its obligations under GC8 shall be at its own discretion and expense.

### **IC 3 Payment of Deductible (01/10/94)**

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

### **IC 4 Insurance Coverage (02/12/03)**

The Contractor has represented that it has in place and effect the appropriate and usual liability insurance coverage as required by these Insurance Conditions and the Contractor has warranted that it shall obtain, in a timely manner and prior to commencement of the Work, the appropriate and usual property insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.





## INSURANCE COVERAGE REQUIREMENTS

### PART I GENERAL INSURANCE COVERAGES (GIC)

#### **GCI 1 Insured (02/12/03)**

Each insurance policy shall insure the Contractor, and shall include, as an Additional Named Insured, Her Majesty the Queen in right of Canada, represented by the National Research Council Canada.

#### **GIC 2 Period of Insurance (02/12/03)**

Unless otherwise directed in writing by the Contracting Officer or otherwise stipulated elsewhere in these Insurance Conditions, the policies required hereunder shall be in force and be maintained from the date of the contract award until the day of issue of the Departmental Representative's Final Certificate of Completion.

#### **GIC 3 Proof of Insurance (01/10/94)**

Within twenty five (25) days after acceptance of the Contractor's tender, the Insurer shall, unless otherwise directed by the Contractor, deposit with the Contractor an Insurer's Certificate of Insurance in the form displayed in the document and, if requested, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Coverages.

#### **GIC 4 Notification (01/10/94)**

Each Insurance policy shall contain a provision that (30) days prior written notice shall be given by the Insurer to Her Majesty in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted forthwith to Her Majesty.

### PART II COMMERCIAL GENERAL LIABILITY

#### **CGL 1 Scope of Policy (01/10/94)**

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 – Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than \$2,000,000 inclusive for Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence cost incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

#### **CGL 2 Coverages/Provisions (01/10/94)**



The policy shall include but not necessarily be limited to the following coverages/provisions.

- 2.1 Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract.
- 2.2 "Broad Form" Property Damage including the loss of use of property.
- 2.3 Removal or weakening of support of any building or land whether such support be natural or otherwise.
- 2.4 Elevator liability (including escalators, hoists and similar devices).
- 2.5 Contractor's Protective Liability
- 2.6 Contractual and Assumed Liabilities un this contact.
- 2.7 Completed Operations Liability – The insurance, including all aspects of this Part II of these Insurance Conditions shall continue for a period of at least one (1) year beyond the date of the Departmental Representative's Final Certificate of Completion for the Completed Operations.
- 2.8 Cross Liability – The Clause shall be written as follows:

Cross Liability – The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not increase the limit of the Insurer's liability.

- 2.9 Severability of Interests – The Clause shall be written as follows:

Severability of Interests – This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.

### **CGL 3 Additional Exposures (02/12/03)**

The policy shall either include or be endorsed to include the following exposures of hazards if the Work is subject thereto:

- 3.1 Blasting
- 3.2 Pile driving and calsson work
- 3.3 Underpinning
- 3.4 Risks associated with the activities of the Contractor on an active airport



- 3.5 Radioactive contamination resulting from the use of commercial isotopes
- 3.6 Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract.
- 3.7 Marine risks associated with the contraction of piers, wharves and docks.

**CGL 4 Insurance Proceeds  
(01/10/94)**

Insurance Proceeds from this policy are usually payable directly to a Claimant/Third Party.

**CGL 5 Deductible  
(02/12/03)**

This policy shall be issued with a deductible amount of not more than \$10,000 per occurrence applying to Property Damage claims only.

**PART III  
BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS**

**BR 1 Scope of Policy  
(01/10/94)**

The policy shall be written on an "All Risks" basis granting coverages similar to those provided by the forms known and referred to in the insurance industry as "Builder's Risk Comprehensive Form" or "Installation Floater – All Risks".

**BR 2 Property Insured  
(01/10/94)**

The property insured shall include:

- 2.1 The Work and all property, equipment and materials intended to become part of the finished Work at the site of the project while awaiting, during and after installation, erection or construction including testing.
- 2.2 Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and dewatering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by this policy.

**BR 3 Insurance Proceeds  
(01/10/94)**

- 3.1 Insurance proceeds from this policy are payable in accordance with GC28 of the General Conditions "C" of the contract.
- 3.2 This policy shall provide that the proceeds thereof are payable to Her Majesty or as the Minister may direct.



- 3.3 The Contractor shall do such things and execute such documents as are necessary to effect payment of the proceeds.

**BR 4 Amount of Insurance**  
(01/10/94)

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 Her Majesty at the site of the project to be incorporated into and form part of the finished Work.

**BR 5 Deductible**  
(02/12/03)

The Policy shall be issued with a deductible amount of not more than \$10,000.

**BR 6 Subrogation**  
(01/10/94)

The following Clause shall be included in the policy:

"All rights of subrogation or transfer of rights are hereby waived against any corporation, firm, individual or other interest, with respect to which, insurance is provided by this policy".

**BR 7 Exclusion Qualifications**  
(01/10/94)

The policy may be subject to the standard exclusions but the following qualifications shall apply:

- 7.1 Faulty materials, workmanship or design may be excluded only to the extent of the cost of making good thereof and shall not apply to loss or damage resulting therefrom.
- 7.2 Loss or damage caused by contamination by radioactive material may be excluded except for loss or damage resulting from commercial isotopes used for industrial measurements, inspection, quality control radiographic or photographic use.
- 7.3 Use and occupancy of the project or any part of section thereof shall be permitted where such use and occupancy is for the purpose for which the project is intended upon completion.



**INSURER'S CERTIFICATE OF INSURANCE**

(TO BE COMPLETED BY INSURER (NOT BOKER) AND DELIVERD TO NATIONAL RESEARCH COUNCIL CANADA WITH 30 DAYS FOLLOWING ACCEPTANCE OF TENDER)

**CONTRACT**

DESCRIPTION OF WORK	CONTRACT NUMBER	AWARD DATE
LOCATION		

**INSURER**

NAME
ADDRESS

**BROKER**

NAME
ADDRESS

**INSURED**

NAME OF CONTRACTOR
ADDRESS

**ADDITIONAL INSURED**

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE NATIONAL RESEARCH COUNCIL CANADA
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THIS DOCUENT CERTIFIES THAT THE FOLLOWING POLICES OF INSURANCE ARE AT PRESENT IN FORCE COVERING ALL OPERATIONS OF THE INSURE IN CONNECTION WITH THE CONTRACT MADE BETWEEN THE NAMED INSURED AND THE NATIONAL RESEARCH COUNCIL CANADA AND IN ACCORDANCE WITH THE INSURANCE CONDITIONS "E"

POLICY					
TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE	LIMITS OF LIABILITY	DEDUCTIBLE
COMMERCIAL GENERAL LIABILITY					
BUILDERS RISK "AL RISKS"					
INSTALLATION FLOATER "ALL RISKS"					

THE INSURER AGREES TO NOTIFY THE NATIONAL RESEARCH COUNCIL CANADA IN WRITING 30 DAYS PRIOR TO ANY MATERIAL CHANGE IN OR CANCELLATION OF ANY POLICY OR COVERAGE SPECIFICALLY RELATED TO THE CONTRACT

NAME OF INSURER'S OFFICER OR AUTHORIZED EMPLOYEE	SIGNATURE	DATE:
		TELEPHONE NUMBER:

ISSUANCE OF THIS CERTIFIATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF THE NATIONAL RESEARCH COUNCIL CANADA TO REQUEST AT ANY TIME DUPLICATE COPIES OF SAID INSURANCE POLICIES



**CS1 Obligation to provide Contract Security**

- 1.1 The Contractor shall, at the Contractor's own expense, provide one or more of the forms of contract security prescribed in CS2.
- 1.2 The Contractor shall deliver to the Departmental Representative the contract security referred to in CS1.1 within 14 days after the date that the Contractor receives notice that the Contractor's tender or offer was accepted by Her Majesty.

**CS2 Prescribed Types and Amounts of Contract Security**

- 2.1 The Contractor shall deliver to the Departmental Representative pursuant to CS1
  - 2.1.1 a performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, or
  - 2.1.2 a labour and material payment bond in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, and a security deposit in an amount that is equal to
    - 2.1.2.1 not less than 10% of the contract amount referred to in the Articles of Agreement where that amount does not exceed \$250,000, or
    - 2.1.2.2 \$25,000 plus 5% of the part of the contract amount referred to in the Articles of Agreement that exceeds \$250,000, or
  - 2.1.3 a security deposit in an amount prescribed by CS2.1.2 plus an additional amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.
- 2.2 A performance bond and a labour and material payment bond referred to in CS2.1 shall be in a form and be issued by a bonding or surety company that is approved by Her Majesty.
- 2.3 The amount of a security deposit referred to in CS2.1.2 shall not exceed \$250,000 regardless of the contract amount referred to in the Articles of Agreement.
- 2.4 A security deposit referred to in CS2.1.2 and CS2.1.3 shall be in the form of
  - 2.4.1 a bill of exchange made payable to the Receiver General of Canada and certified by an approved financial institution or drawn by an approved financial institution on itself, or
  - 2.4.2 bonds of or unconditionally guaranteed as to principal and interest by the Government of Canada.
- 2.5 For the purposes of CS2.4
  - 2.5.1 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, and

- 2.5.2 If a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in CS2.5.3
- 2.5.3 an approved financial institution is
  - 2.5.3.1 any corporation or institution that is a member of the Canadian Payments Association,
  - 2.5.3.2 a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law,
  - 2.5.3.3 a credit union as defined in paragraph 137(6)(b) of the *Income Tax Act*,
  - 2.5.3.4 a corporation that accepts deposits from the public, if repayment of the deposit is guaranteed by Her Majesty in right of a province, or
  - 2.5.3.5 The Canada Post Corporation.
- 2.5.4 the bonds referred to in CS2.4.2 shall be
  - 2.5.4.1 made payable to bearer, or
  - 2.5.4.2 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
  - 2.5.4.3 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, and
  - 2.5.4.4 provided on the basis of their market value current at the date of the contract.



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>  Not releasable / À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>    Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>    Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
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7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Collin Long		Title - Titre Senior Contracting Officer	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Collin.Long@nrc-cnrc.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

## Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

### GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

**All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.**

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

### PART A - CONTRACT INFORMATION

#### Contract Number (top of the form)

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

**1. Originating Government Department or Organization**

Enter the department or client organization name or the prime contractor name for which the work is being performed.

**2. Directorate / Branch**

This block is used to further identify the area within the department or organization for which the work will be conducted.

**3. a) Subcontract Number**

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

**b) Name and Address of Subcontractor**

Indicate the full name and address of the Subcontractor if applicable.

**4. Brief Description of Work**

Provide a brief explanation of the nature of the requirement or work to be performed.

**5. a) Will the supplier require access to Controlled Goods?**

*The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the *Export and Import Permits Act* (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at [www.cgd.gc.ca](http://www.cgd.gc.ca).*

**b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?**

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at [www.dlis.dla.mil/jcp](http://www.dlis.dla.mil/jcp).

**6. Indicate the type of access required**

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

**a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?**

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

**b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.**

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

**c) Is this a commercial courier or delivery requirement with no overnight storage?**

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

**7. Type of information / Release restrictions / Level of information**

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets; or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

**a) Indicate the type of information that the supplier will be required to access**

**Canadian government information and/or assets**

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

**NATO information and/or assets**

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

**Foreign government information and/or assets**

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

**b) Release restrictions**

If **Not Releasable** is selected, this indicates that the information and/or assets are for **Canadian Eyes Only (CEO)**. Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped **Canadian Eyes Only (CEO)**.

If **No Release Restrictions** is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If **ALL NATO countries** is selected, bidders for this requirement must be from NATO member countries only.

**NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.**

**c) Level of information**

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

PROTECTED	CLASSIFIED	NATO
PROTECTED A	CONFIDENTIAL	NATO UNCLASSIFIED
PROTECTED B	SECRET	NATO RESTRICTED
PROTECTED C	TOP SECRET	NATO CONFIDENTIAL
	TOP SECRET (SIGINT)	NATO SECRET
		COSMIC TOP SECRET

**8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?**

If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

**9. Will the supplier require access to extremely sensitive INFOSEC information or assets?**

If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

**PART B - PERSONNEL (SUPPLIER)**

**10. a) Personnel security screening level required**

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

RELIABILITY STATUS	CONFIDENTIAL	SECRET
TOP SECRET	TOP SECRET (SIGINT)	NATO CONFIDENTIAL
NATO SECRET	COSMIC TOP SECRET	SITE ACCESS

If multiple levels of screening are identified, a Security Classification Guide must be provided.

**b) May unscreened personnel be used for portions of the work?**

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

**Will unscreened personnel be escorted?**

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

**PART C - SAFEGUARDS (SUPPLIER)**

**11. INFORMATION / ASSETS**

**a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?**

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

**b) Will the supplier be required to safeguard COMSEC information or assets?**

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

**PRODUCTION**

**c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?**

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

**INFORMATION TECHNOLOGY (IT)**

**d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?**

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

**e) Will there be an electronic link between the supplier’s IT systems and the government department or agency?**

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

**SUMMARY CHART**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier’s site(s) or premises.

For users completing the form **online** (via the Internet), the Summary Chart is automatically populated by your responses to previous questions.

PROTECTED	CLASSIFIED	NATO	COMSEC
PROTECTED A	CONFIDENTIAL	NATO RESTRICTED	PROTECTED A
PROTECTED B	SECRET	NATO CONFIDENTIAL	PROTECTED B
PROTECTED C	TOP SECRET	NATO SECRET	PROTECTED C
	TOP SECRET (SIGINT)	COSMIC TOP SECRET	CONFIDENTIAL
			SECRET
			TOP SECRET

**12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?**

If Yes, classify this form by annotating the top and bottom in the area entitled “Security Classification”.

**b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?**

If Yes, classify this form by annotating the top and bottom in the area entitled “Security Classification” and indicate with attachments (e.g. SECRET with Attachments).

**PART D - AUTHORIZATION**

**13. Organization Project Authority**

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

**14. Organization Security Authority**

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

**15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?**

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

**16. Procurement Officer**

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

**17. Contracting Security Authority**

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.



## Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

### GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

**Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.**

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

### PARTIE A - INFORMATION CONTRACTUELLE

#### Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

#### 1. Ministère ou organisme gouvernemental d'origine

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

#### 2. Direction générale ou Direction

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

#### 3. a) Numéro du contrat de sous-traitance

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

#### b) Nom et adresse du sous-traitant

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

#### 4. Brève description du travail

Donner un bref aperçu du besoin ou du travail à exécuter.

#### 5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?

La *Loi sur la production de défense* (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la *Loi sur les licences d'exportation et d'importation* (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse [www.cgp.gc.ca](http://www.cgp.gc.ca).

#### b) Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse [www.dlis.dla.mil/jcp/](http://www.dlis.dla.mil/jcp/).

## 6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

### a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

### b) Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

### c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

## 7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter.

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers ;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgateion de INFOSEC.

### a) Indiquer le type d'information auquel le fournisseur devra avoir accès

#### Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

#### Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

#### Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

### b) Restrictions relatives à la diffusion

Si **À ne pas diffuser** est choisi, cela indique que les renseignements et/ou les biens sont **réservés aux Canadiens**. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA : Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention **Réservé aux Canadiens**.

Si **Aucune restriction relative à la diffusion** est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujéti à aucune restriction.

Si **Tous les pays de l'OTAN** est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

**NOTA : Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.**

**c) Niveau d'information**

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

PROTÉGÉ	CLASSIFIÉ	NATO
PROTÉGÉ A	CONFIDENTIEL	NATO NON CLASSIFIÉ
PROTÉGÉ B	SECRET	NATO DIFFUSION RESTREINTE
PROTÉGÉ C	TRÈS SECRET	NATO CONFIDENTIEL
	TRÈS SECRET (SIGINT)	NATO SECRET
		COSMIC TRÈS SECRET

**8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?**

Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.

**9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?**

Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

**PARTIE B - PERSONNEL (FOURNISSEUR)**

**10. a) Niveau de contrôle de la sécurité du personnel requis**

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

COTE DE FIABILITÉ	CONFIDENTIEL	SECRET
TRÈS SECRET	TRÈS SECRET (SIGINT)	NATO CONFIDENTIEL
NATO SECRET	COSMIC TRÈS SECRET	ACCÈS AUX EMPLACEMENTS

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

**b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?**

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

**Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?**

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

**PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**11. RENSEIGNEMENTS / BIENS :**

**a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?**

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

**b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?**

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

**PRODUCTION**

**c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?**

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

**TECHNOLOGIE DE L'INFORMATION (TI)**

**d) Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?**

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

**e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?**

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

**TABLEAU RÉCAPITULATIF**

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

PROTÉGÉ	CLASSIFIÉ	NATO	COMSEC
PROTÉGÉ A	CONFIDENTIEL	NATO DIFFUSION RESTREINTE	PROTÉGÉ A
PROTÉGÉ B	SECRET	NATO CONFIDENTIEL	PROTÉGÉ B
PROTÉGÉ C	TRÈS SECRET	NATO SECRET	PROTÉGÉ C
	TRÈS SECRET (SIGINT)	COSMIC TRÈS SECRET	CONFIDENTIEL
			SECRET
			TRÈS SECRET

**12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?**

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

**b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?**

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**PARTIE D - AUTORISATION**

**13. Chargé de projet de l'organisme**

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

**14. Responsable de la sécurité de l'organisme**

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

**15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?**

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

**16. Agent d'approvisionnement**

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

**17. Autorité contractante en matière de sécurité**

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.