



SPECIFICATIONS

SOLICITATION #: 21-58073

BUILDING: STJ
Memorial University Campus, 1 Arctic Avenue
St-John's, NL

PROJECT: STJ – Ice Tank Facility Sprinkler System Repairs

PROJECT #: STJ-6043

Date: November 2021



SPECIFICATION

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National Research Council Conseil national de recherches
Canada Canada

Finance and Procurement Services financiers et
Services d'approvisionnement

Construction Tender Form

Project Identification STJ – Ice Tank Facility Sprinkler System Repairs

Tender No.: 21-58073

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 Her Majesty the Queen in Right of Canada (hereinafter referred to as “Her 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.

National Research Council Canada	Conseil national de recherches Canada
Finance and Procurement Services	Services financiers et d'approvisionnement

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 servives 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 Her 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.

National Research Council Conseil national de recherches
Canada Canada

Finance and Procurement Services financiers et
Services d'approvisionnement

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)

National Research Council Canada	Conseil national de recherches Canada
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Finance and Procurement Services	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

BUYANDSELL NOTICE

STJ – Ice Tank Facility Sprinkler System Repairs

The National Research Council Canada, Memorial University Campus, 1 Arctic Avenue, St-John's, NL has a requirement for a project that includes:

Work of this contract comprises the removal and replacement of dry sprinkler piping and heads in the ice tank facility of the St. John's National Research Council of Canada (NRC) Ocean, Coastal and River Engineering facility. The existing fire protection system to the ice tank facility will remain.

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 22nd and November 23rd, 2021 at **10:00am** . Meet Monty Fudge at STJ Building , Memorial University Campus, 1 Arctic Avenue, St-John's, NL. 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.

* Due to COVID-19, we are taking additional measures to protect you and our employees at the site visits.

- To allow NRC to prepare for the site visits, all proponents are asked to pre-register preferably 48 hours ahead of the job showing and identify their preferred site visit date. Please register by emailing Monty Fudge at Monty.Fudge@nrc-cnrc.gc.ca. Bidders shall provide contact name, email and phone number of person attending.
- At the site visit, to limit contact and risks:
 - The proponents will sanitize their hands at the hand sanitizing station.

- The proponents will be asked to sign the Attendance Form. It is the responsibility of all proponents to verify information on the Attendance Form.
 - The site visit will proceed with a maximum of four (4) proponents at a time. Each group will have approximately 20 minutes to review the site. The site visit will continue with the next group of four (4) proponents until each one has had a chance to review the site.
 - The site visits could take longer than usual, therefore anticipate a longer meeting duration.
 - Physical distancing: keeping a distance of at least 2 arms-length (approximately 2 metres) from others may not be possible at all times, therefore the use of NRC issued disposable face coverings to reduce the risk of transmission of COVID-19 is mandatory.
 - The proponents shall not impede safe access to and from the facility.
- Depending on the anticipated amount of pre-registration, the NRC may decide to schedule time slots for every group of four (4) proponents. The time slot for your site visit will be confirmed by the NRC Departmental Representative by email upon pre-registration. That time will supersede the site visit meeting time specified above.
 - Proposals submitted by bidders who have not attended the site visit or failed to submit their identification and contact information at the site visit will be deemed non-responsive.

3. TENDER CLOSING DATE:

Tender closing date is December 14th, 2021 at 14:00.

4. TENDER RESULTS

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

5. SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

5.1 MANDATORY SECURITY REQUIREMENT:

.1 All personnel that will be involved with the project must be security screened to **RELIABILITY** status level as defined in the security policy of Canada.

6.0 WHSCC (WORKPLACE HEALTH SAFETY AND COMPENSATION COMMISSION)

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

7.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

- .1 Dispute Resolution Services
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, on request or consent of the parties to participate in an alternative dispute resolution

process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

.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 supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this 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, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

- .3 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

The Departmental Representative or his designate for this project is: **Monty Fudge**
Monty.Fudge@nrc-cnrc.gc.ca
Telephone: **709 772-4294**

Contracting Authority for this project is: **Collin Long**
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

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 coloured 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 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.
- 8) Bidders must adhere to the COVID-19 Vaccination Policy for Supplier Personnel. In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (refer to **Appendix "H"**), to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

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

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 6 – 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 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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

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

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

Her Majesty the Queen, in right of Canada (referred to in the contract documents as “ Her 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 Her 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

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.

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

Column 1 Item	Column 2 Class of Labour Plant Or Material	Column 3 Unit of Measurement	Column 4 Estimated Total Quantity	Column 5 Price per Unit	Column 6 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.

Articles of Agreement

Signed on behalf of Her 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






**NRC Ice Tank Facility
Sprinkler System Repairs
Project No.: STJ-6043**

Issued for Tender

NRC Ice Tank Facility Sprinkler System Repairs Project No.: STJ-6043

Issued for Tender

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- M02 - Mechanical Existing/Demolition Upper Level (East) Sprinkler Layouts
- M03 - Mechanical Revised Upper Level (West) Sprinkler Layout
- M04 - Mechanical Revised Upper Level (East) Sprinkler Layout and Details

1. SCOPE OF WORK

- .1 Work under this contract covers the replacement of the sprinkler system in the Council's Building within the ice tank facility of the National Research Council.

2. DRAWINGS

- .1 The following drawings illustrate the work and form part of the contract documents:
 - .1 Mechanical Existing /Demolition Upper Level (West) Sprinkler Layouts Drawing # MO1.
 - .2 Mechanical Existing/ Demolition upper Level (East) Sprinkler Layouts Drawing # MO2.
 - .3 Mechanical Revised Upper Level (West) Sprinkler Layouts Drawing # MO3.
 - .4 Mechanical Revised Upper Level (East) Sprinkler Layouts Drawings # MO4.

3. COMPLETION

- .1 Complete all work by September15/2022 after receipt of notification of acceptance of tender.

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 ten (10) 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 ten (10) 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, and 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 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. DESIGNATED SUBSTANCES

Comply with Provincial legislation if encountering specifically listed designated substances on the work site while performing the work described in these contract documents:

- .1 It is the responsibility of the Contractor to ensure that each prospective sub-contractor for this project has received a copy of the listed designated substances which may be present on site.

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 ESCORTING REQUIREMENTS

- .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.
- .3 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 10 day(s) 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 assume responsibility for recording and distributing minutes.

15. SHOP DRAWINGS

- .1 Submit to Departmental Representative for review, shop drawings, product data and samples specified within 2 week(s) 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 1 week 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 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 Obtain permission from the Departmental Representative to use the existing washroom facilities in the building.

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 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 all provincial OSH regulation. 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 Provincial OSH regulation.
 - .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 Proper 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:
 - .1 Standard No. 301 - June 1982 "Standard for Construction Operations";
 - .2 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;
 - .2 Telephone the emergency phone numbers which will be provided at the project kick off meeting.
 - .1 When reporting a fire by phone, give the location of fire, building number and be prepared to verify location.
 - .2 The person activating fire alarm pull station must remain at a safe distance from the scene of the fire but readily available to provide information and direction to the Fire Department personnel.
- .5 Interior and Exterior Fire protection & Alarm Systems
- .1 DO NOT OBSTRUCT OR SHUT OFF FIRE PROTECTION EQUIPMENT OR SYSTEMS, INCLUDING BUT NOT LIMITED TO FIRE ALARM SYSTEMS, SMOKE/HEAT DETECTORS, SPRINKLER SYSTEM, PULL STATIONS, EMERGENCY CALL BUTTONS AND PA SYSTEMS, WITHOUT AUTHORIZATION FROM THE DEPARTMENTAL REPRESENTATIVE.
 - .2 WHEN ANY FIRE PROTECTION EQUIPMENT IS TEMPORARILY SHUT DOWN, ALTERNATIVE MEASURES AS PRESCRIBED BY THE DEPARTMENTAL REPRESENTATIVE SHALL BE TAKEN TO ENSURE THAT FIRE PROTECTION IS MAINTAINED.
 - .3 DO NOT LEAVE FIRE PROTECTION OR ALARM SYSTEMS INACTIVE AT THE END OF A WORKING DAY WITHOUT NOTIFICATION AND AUTHORISATION FROM THE DEPARTMENTAL REPRESENTATIVE. THE DEPARTMENTAL REPRESENTATIVE WILL ADVISE THE (FPO) OF THE DETAILS OF ANY SUCH EVENT.
 - .4 DO NOT USE FIRE HYDRANTS, STANDPIPES AND HOSE SYSTEMS FOR OTHER THAN FIRE FIGHTING PURPOSES UNLESS AUTHORISED BY DEPARTMENTAL REPRESENTATIVE.
- .6 Fire Extinguishers
- .1 Provide a minimum of 1-20 lb. ABC Dry Chemical Fire Extinguisher at each hot work or open flame location.
 - .2 Provide fire extinguishers for hot asphalt and roofing operations as follows:
 - .1 Kettle area - 1-20 lb. ABC Dry Chemical;
 - .2 Roof - 1-20 lb. ABC Dry Chemical at each open flame location.
 - .3 Provide fire extinguishers equipped as below:
 - .1 Pinned and sealed;

- .2 With a pressure gauge; and
- .3 With an extinguisher tag signed by a fire extinguisher servicing company.
- .4 Carbon Dioxide (CO2) 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 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 232oC (450oF).
 - .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 Store all combustible roofing materials at least 3m (10 feet) away from any structure.
 - .5 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 38oC (100oF) 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 and/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 WORK COVERED BY
CONTRACT DOCUMENTS

- .1 Work of this contract comprises the removal and replacement of dry sprinkler piping and heads in the ice tank facility of the St. John's National Research Council of Canada (NRC) Ocean, Coastal and River Engineering facility. The existing fire protection system to the ice tank facility will remain and be upgraded with a nitrogen generation system.
- .2 The work area is high elevation and there is a substantial amount of infrastructure both at ceiling level and ground level that the Contractor will have to work around to undertake the work in a safe and effective manner.

1.2 CONTRACT METHOD

- .1 Construct work under stipulated price contract.

1.3 WORK SEQUENCE

- .1 Construct work in stages to accommodate Owner's continued use of premises during construction.
- .2 Co-ordinate Progress Schedule and co-ordinate with Owner Occupancy during construction.
- .3 Maintain fire access/control.

1.4 CONTRACTOR USE
OF PREMISES

- .1 Limit use of premises for Work, for storage, and for access, to allow:
 - .1 Owner occupancy.
 - .2 Public usage.
 - .2 Co-ordinate use of premises under direction of Owner's Representative.
 - .3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
 - .4 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.
 - .5 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by Owner's Representative.
-

1.4 CONTRACTOR USE OF PREMISES (Cont'd) .6 At completion of operations condition of existing work: equal to or better than that which existed before new work started.

1.5 OWNER OCCUPANCY .1 The owner will occupy the premises during entire construction period for execution of normal operations.
.2 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.6 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING .1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises. Arrange with Owner's Representative to facilitate execution of work.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

PART 1 - GENERAL

1.1 ACCESS AND EGRESS .1 Design, construct and maintain temporary "access to" and "egress from" work areas, including stairs, runways, ramps or ladders and scaffolding, independent of finished surfaces and in accordance with relevant municipal, provincial and other regulations.

1.2 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING .1 Execute work with least possible interference or disturbance to building operations, occupants, public and normal use of premises. Arrange with Owner's Representative to facilitate execution of work.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

- 1.1 ADMINISTRATIVE .1 Attend project meetings throughout the progress of the work at the call of Owner's Representative.
- .2 Representative of Contractor, Subcontractor and suppliers attending meetings will be qualified and authorized to act on behalf of party each represents.
- 1.2 PRECONSTRUCTION MEETING .1 Within 10 days after award of Contract, attend a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Owner's Representative, Consultant, Contractor, major Subcontractors, field inspectors and supervisors will be in attendance.
- .3 Establish time and location of meeting and notify parties concerned minimum 5 days before meeting.
- .4 Incorporate mutually agreed variations to Contract Documents into Agreement, prior to signing.
- .5 Agenda to include:
- .1 Appointment of official representative of participants in the Work.
 - .2 Project Construction Schedule.
 - .3 Schedule of submission of shop drawings, samples, colour chips. Submit submittals in accordance with Section 01 33 00 - Submittal Procedures.
 - .4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 52 00 - Construction Facilities.
 - .5 Delivery schedule of specified equipment.
 - .6 Site security in accordance with Section 01 56 00 - Temporary Barriers and Enclosures.
 - .7 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.
 - .8 Owner provided products.
 - .9 Record drawings in accordance with Section 01 33 00 - Submittal Procedures.
 - .10 Maintenance manuals in accordance with Section 01 78 00 - Closeout Submittals.
-

1.2 PRECONSTRUCTION MEETING .5 (Cont'd)
(Cont'd)
.11 Take-over procedures, acceptance, warranties in accordance with Section 01 78 00 - Closeout Submittals.
.12 Monthly progress claims, administrative procedures, photographs, hold backs.
.13 Insurances, transcript of policies.

1.3 PROGRESS MEETINGS .1 Contractor, major Subcontractors involved in Work and Owner's Representative and Consultant are to be in attendance.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 ADMINISTRATIVE

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

1.2 SHOP DRAWINGS
AND PRODUCT DATA

- .1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .2 Submit drawings stamped and signed by professional engineer registered or licensed in Province of Canada where requested.
- .3 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .4 Allow five business days for Owner's Representative's review of each submission.
- .5 Adjustments made on shop drawings by Owner's Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Owner's Representative prior to proceeding with Work.
- .6 Make changes in shop drawings as Owner's Representative may require, consistent with Contract Documents. When resubmitting, notify Owner's Representative in writing of revisions other than those requested.
- .7 Accompany submissions with transmittal letter, containing:
 - .1 Date.
 - .2 Project title and number.
 - .3 Contractor's name and address.
 - .4 Identification and quantity of each shop drawing, product data and sample.
 - .5 Other pertinent data.
- .8 Submissions include:
 - .1 Date and revision dates.
 - .2 Project title and number.
 - .3 Name and address of:
 - .1 Subcontractor.
 - .2 Supplier.
 - .3 Manufacturer.

- 1.2 SHOP DRAWINGS .8 (Cont'd)
AND PRODUCT DATA
(Cont'd)
-
- .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
- .5 Details of appropriate portions of Work as applicable:
- .1 Fabrication.
 - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - .3 Setting or erection details.
 - .4 Capacities.
 - .5 Performance characteristics.
 - .6 Standards.
 - .7 Operating weight.
 - .8 Wiring diagrams.
 - .9 Single line and schematic diagrams.
 - .10 Relationship to adjacent work.
- .9 After Owner's Representative's review, distribute copies.
- .10 Submit one electronic copy of shop drawings for each requirement requested in specification Sections and as Owner's Representative may reasonably request.
- .11 Submit one electronic copy of product data sheets or brochures for requirements requested in specification Sections and as requested by Owner's Representative where shop drawings will not be prepared due to standardized manufacture of product.
- .12 Submit one electronic copy of test reports for requirements requested in specification Sections and as requested by Owner's Representative.
- .1 Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.
 - .2 Testing must have been within 3 years of date of contract award for project.
- .13 Submit one electronic copy of certificates for requirements requested in specification Sections and as requested by Owner's Representative.
- .1 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements.
 - .2 Certificates must be dated after award of project contract complete with project name.
-

1.2 SHOP DRAWINGS
AND PRODUCT DATA
(Cont'd)

- .14 Submit one electronic copy of manufacturers instructions for requirements requested in specification Sections and as requested by Owner's Representative.
 - .1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.
- .15 Submit one electronic copy of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Owner's Representative.
- .16 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.
- .17 Submit one electronic copy of Operation and Maintenance Data for requirements requested in specification Sections and as requested by Owner's Representative.
- .18 Delete information not applicable to project.
- .19 Supplement standard information to provide details applicable to project.
- .20 If upon review by Owner's Representative, no errors or omissions are discovered or if only minor corrections are made, electronic copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

1.3 SAMPLES

- .1 Submit for review samples as requested in respective specification Sections. Label samples with origin and intended use.
- .2 Deliver samples prepaid to Owner's Representative's business address.
- .3 Notify Owner's Representative in writing, at time of submission of deviations in samples from requirements of Contract Documents.
- .4 Where colour, pattern or texture is criterion, submit full range of samples.

-
- 1.3 SAMPLES
(Cont'd)
- .5 Adjustments made on samples by Owner's Representative are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Owner's Representative prior to proceeding with Work.
- .6 Make changes in samples which Owner's Representative may require, consistent with Contract Documents.
- .7 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.
- 1.4 MOCK-UPS
- .1 Erect mock-ups in accordance with 01 45 00 - Quality Control.
- 1.5 CERTIFICATES AND TRANSCRIPTS
- .1 Immediately after award of Contract, submit Workers' Compensation Board status.
- .2 Submit transcription of insurance immediately after award of Contract.
- PART 2 - PRODUCTS
- 2.1 NOT USED
- .1 Not Used.
- PART 3 - EXECUTION
- 3.1 NOT USED
- .1 Not Used.

PART 1 - GENERAL

1.1 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .3 Province of Newfoundland and Labrador
 - .1 Occupational Health and Safety Act, R.S.N. (Latest Edition).

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Make submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit two copies of Contractor's authorized representative's work site health and safety inspection reports to Owner's Representative and authority having jurisdiction, as required.
- .3 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .4 Submit copies of incident and accident reports.
- .5 Submit WHMIS MSDS - Material Safety Data Sheets.
- .6 Medical Surveillance: where prescribed by legislation, regulation or safety program, submit certification of medical surveillance for site personnel prior to commencement of Work, and submit additional certifications for any new site personnel to Owner's Representative.
- .7 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

1.3 FILING OF NOTICE

- .1 File Notice of Project with Provincial authorities prior to beginning of Work.

1.4 MEETINGS

- .1 Schedule and administer Health and Safety meeting with Owner's Representative prior to commencement of Work.
-

- 1.5 REGULATORY REQUIREMENTS .1 Do Work in accordance with Section 01 41 00 - Regulatory Requirements.
- 1.6 RESPONSIBILITY .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
- 1.7 UNFORESEEN HAZARDS .1 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Owner's Representative verbally and in writing.
- 1.8 HEALTH AND SAFETY CO-ORDINATOR .1 Employ and assign to Work, competent and authorized representative as Health and Safety Co-ordinator. Health and Safety Co-ordinator must:
- .1 Have site-related working experience specific to activities associated with the project.
- .2 Have working knowledge of occupational safety and health regulations.
- .3 Be responsible for completing or organizing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.
- .4 Be responsible for implementing, enforcing, and monitoring site-specific Contractor's Health and Safety Plan.
- .5 Make periodic site visits during execution of Work and report directly to and be under direction of site supervisor.
- 1.9 POSTING OF DOCUMENTS .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Owner's Representative.
-

- 1.10 CORRECTION OF NON-COMPLIANCE
- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owner's Representative.
 - .2 Provide Owner's Representative with written report of action taken to correct non-compliance of health and safety issues identified.
 - .3 Owner's Representative may stop Work if non-compliance of health and safety regulations is not corrected.

- 1.11 WORK STOPPAGE
- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

- 1.12 PERMIT TO WORK
- .1 Contractor to fill out and submit a Work Permit for the duration of the project.

- 1.13 NOISE AND DUST
- .1 Excessive noise must be completed after hours. Dust control measures must be utilized.

- 1.14 HOARDING AND SAFETY NOTICES
- .1 If required, signage must be at all entrances warning of work area and isolated from public access at all times. Safety notices required.

PART 2 - PRODUCTS

- 2.1 NOT USED
- .1 Not used.

PART 3 - EXECUTION

- 3.1 NOT USED
- .1 Not used.

PART 1 - GENERAL

1.1 REFERENCES

- .1 Definitions:
 - .1 Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humans; or degrade environment aesthetically, culturally and/or historically.
 - .2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
 - .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for products used in course of project and include product characteristics, performance criteria, physical size, finish and limitations.
 - .2 Submit one copy of WHMIS MSDS in accordance with Sections 00 15 45 - General and Fire Safety Requirements, 01 35 29.06 - Health and Safety Requirements, and 01 35 43 - Environmental Procedures.
 - .3 Before commencing construction activities or delivery of materials to site, submit Environmental Protection Plan for review and approval by Owner's Representative.
 - .4 Environmental Protection Plan must include comprehensive overview of known or potential environmental issues to be addressed during construction.
 - .5 Address topics at level of detail commensurate with environmental issue and required construction tasks.
 - .6 Include in Environmental Protection Plan:
 - .1 Names of persons responsible for ensuring adherence to Environmental Protection Plan.
 - .2 Names and qualifications of persons responsible for manifesting hazardous waste to be removed from site.
 - .3 Names and qualifications of persons responsible for training site personnel.
-

1.2 ACTION AND
INFORMATIONAL
SUBMITTALS
(Cont'd)

- .6 (Cont'd)
 - .4 Descriptions of environmental protection personnel training program.
 - .5 Work area plan showing proposed activity in each portion of area and identifying areas of limited use or non-use.
 - .1 Plan to include measures for marking limits of use areas and methods for protection of features to be preserved within authorized work areas.
 - .6 Spill Control Plan to include procedures, instructions, and reports to be used in event of unforeseen spill of regulated substance.
 - .7 Non-Hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris.
 - .8 Air pollution control plan detailing provisions to assure that dust, debris, materials, and trash, are contained on project site.
 - .9 Contaminant Prevention Plan identifying potentially hazardous substances to be used on job site; intended actions to prevent introduction of such materials into air, water, or ground; and detailing provisions for compliance with Federal, Provincial, and Municipal laws and regulations for storage and handling of these materials.
 - .10 Waste Water Management Plan identifying methods and procedures for management and or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines.

1.3 FIRES

- .1 Fires and burning of rubbish on site is not permitted.

1.4 POLLUTION
CONTROL

- .1 Maintain temporary erosion and pollution control features installed under this Contract.
- .2 Control emissions from equipment and plant in accordance with local authorities' emission requirements.
- .3 Prevent sandblasting and other extraneous materials from contaminating air and waterways beyond application area.
 - .1 Provide temporary enclosures where directed by Owner's Representative.

1.4 POLLUTION CONTROL
(Cont'd)

.4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.5 NOTIFICATION

- .1 Owner's Representative will notify Contractor in writing of observed noncompliance with Federal, Provincial or Municipal environmental laws or regulations, permits, and other elements of Contractor's Environmental Protection plan.
- .2 Contractor: after receipt of such notice, inform Owner's Representative of proposed corrective action and take such action for approval by Owner's Representative.
.1 Take action only after receipt of written approval by Owner's Representative.
- .3 Owner's Representative will issue stop order of work until satisfactory corrective action has been taken.
- .4 No time extensions granted or equitable adjustments allowed to Contractor for such suspensions.

PART 2 - PRODUCTS

2.1 NOT USED

.1 Not Used.

PART 3 - EXECUTION

3.1 CLEANING

- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.
.1 Leave Work area clean at end of each day.
- .2 Ensure public waterways, storm and sanitary sewers remain free of waste and volatile materials disposal.
- .3 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11 - Cleaning.
- .4 Waste Management: separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.
-

3.1 CLEANING

(Cont'd)

.4 (Cont'd)

.1 Remove recycling containers and bins from site
and dispose of materials at appropriate facility.

PART 1 - GENERAL

1.1 REFERENCES AND
CODES

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

1.2 HAZARDOUS
MATERIAL DISCOVERY

- .1 Asbestos: demolition of spray or trowel-applied asbestos is hazardous to health. Stop work immediately when material resembling spray or trowel-applied asbestos is encountered during demolition work. Notify Owner's Representative.
- .2 PCB: Polychlorinated Biphenyl: stop work immediately when material resembling Polychlorinated Biphenyl is encountered during demolition work. Notify Owner's Representative.
- .3 Mould: stop work immediately when material resembling mould is encountered during demolition work. Notify Owner's Representative.

1.3 BUILDING
SMOKING ENVIRONMENT

- .1 Comply with smoking restrictions and municipal by-laws.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not Used.

PART 1 - GENERAL

1.1 INSPECTION

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

1.2 ACCESS TO WORK

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

1.3 PROCEDURES

- .1 Notify appropriate agency and Owner's Representative in advance of requirement for tests, in order that attendance arrangements can be made.
 - .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.
 - .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.
-

1.4 REJECTED WORK

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

1.5 REPORTS

- .1 Submit two copies of inspection and test reports to Owner's Representative.
- .2 Provide copies to subcontractor of work being inspected or tested manufacturer or fabricator of material being inspected or tested.

1.6 MOCK-UPS

- .1 Prepare mock-ups for Work specifically requested in specifications. Include for Work of Sections required to provide mock-ups.
 - .2 Construct in locations acceptable to Owner's Representative as specified in specific Section.
 - .3 Prepare mock-ups for Owner's Representative's review with reasonable promptness and in orderly sequence, to not cause delays in Work.
 - .4 Failure to prepare mock-ups in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
 - .5 If requested, Owner's Representative will assist in preparing schedule fixing dates for preparation.
 - .6 Remove mock-up at conclusion of Work or when acceptable to Owner's Representative.
-

1.7 MILL TESTS .1 Submit mill test certificates as required of
specification Sections.

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

- 1.1 REFERENCES .1 U.S. Environmental Protection Agency (EPA) / Office of Water
.1 EPA 832R92005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.
- 1.2 ACTION AND INFORMATIONAL SUBMITTALS .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- 1.3 DEWATERING .1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.
- 1.4 INSTALLATION AND REMOVAL .1 Provide temporary utilities controls in order to execute work expeditiously.
.2 Remove from site all such work after use.
- 1.5 WATER SUPPLY .1 Owner's Representative will provide continuous supply of potable water for construction use.
- 1.6 FIRE PROTECTION .1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction and governing codes, regulations and bylaws.
.2 Burning rubbish and construction waste materials is not permitted on site.

PART 2 - PRODUCTS

- 2.1 NOT USED .1 Not Used.
-

PART 3 - EXECUTION

3.1 TEMPORARY
EROSION AND
SEDIMENTATION
CONTROL

- .1 Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- .2 Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- .3 Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

PART 1 - GENERAL

1.1 REFERENCES

- .1 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB 1.189-00, Exterior Alkyd Primer for Wood.
 - .2 CGSB 1.59-97, Alkyd Exterior Gloss Enamel.
- .2 Canadian Standards Association (CSA International)
 - .1 CSA-A23.1/A23.2-04, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
 - .2 CSA-0121-M1978(R2003), Douglas Fir Plywood.
 - .3 CAN/CSA-S269.2-M1987(R2003), Access Scaffolding for Construction Purposes.
 - .4 CAN/CSA-Z321-96(R2001), Signs and Symbols for the Occupational Environment.
- .3 Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions 'C', In Effect as of: May 14, 2004.
- .4 U.S. Environmental Protection Agency (EPA) / Office of Water.
 - .1 EPA 832R92005, Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices.

1.2 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.

1.3 INSTALLATION AND REMOVAL

- .1 Prepare site plan indicating proposed location and dimensions of area to be fenced and used by Contractor, number of trailers to be used, avenues of ingress/egress to fenced area and details of fence installation.
- .2 Indicate use of supplemental or other staging area.
- .3 Provide construction facilities in order to execute work expeditiously.
- .4 Remove from site all such work after use.

1.4 SCAFFOLDING

- .1 Scaffolding in accordance with CAN/CSA-S269.2.
-

-
- 1.4 SCAFFOLDING
(Cont'd)
- .2 Provide and maintain scaffolding, ramps, ladders, swing staging and platforms.
- 1.5 HOISTING
- .1 Provide, operate and maintain hoists (cranes) required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for their use of hoists.
- .2 Hoists (cranes) to be operated by qualified operator.
- 1.5 SITE STORAGE/LOADING
- .1 Confine work and operations of employees by Contract Documents. Do not unreasonably encumber premises with products.
- .2 Do not load or permit to load any part of Work with weight or force that will endanger Work.
- 1.6 CONSTRUCTION PARKING
- .1 Parking will be permitted on site provided it does not disrupt performance of Work.
- .2 Provide and maintain adequate access to project site.
- 1.7 EQUIPMENT, TOOL AND MATERIALS STORAGE
- .1 Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.
- 1.8 SANITARY FACILITIES
- .1 Contractors may use existing public accessible sanitary facilities.
- 1.9 CONSTRUCTION SIGNAGE
- .1 No other signs or advertisements, other than warning signs, are permitted on site.
- .2 Signs and notices for safety and instruction in both official languages Graphic symbols to CAN/CSA-Z321.
-

1.9 CONSTRUCTION
SIGNAGE
(Cont'd)

- .3 Maintain approved signs and notices in good condition for duration of project, and dispose of off site on completion of project or earlier if directed by Owner's Representative.

1.10 PROTECTION AND
MAINTENANCE OF
TRAFFIC

- .1 Provide access as necessary to maintain traffic.
- .2 Maintain and protect traffic on affected roads during construction period except as otherwise specifically directed by Owner's Representative.
- .3 Provide measures for protection and diversion of traffic, including provision of watch-persons and flag-persons, erection of barricades, placing of lights around and in front of equipment and work, and erection and maintenance of adequate warning, danger, and direction signs
- .4 Protect travelling public from damage to person and property.
- .5 Contractor's traffic on roads selected for hauling material to and from site to interfere as little as possible with public traffic.
- .6 Provide necessary lighting, signs, barricades, and distinctive markings for safe movement of traffic.
- .7 Dust control: adequate to ensure safe operation at all times.

1.11 CLEAN-UP

- .1 Remove construction debris, waste materials, packaging material from work site daily.
- .2 Clean dirt or mud tracked onto paved or surfaced roadways.
- .3 Store materials resulting from demolition activities that are salvageable.
- .4 Stack stored new or salvaged material not in construction facilities.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.
-

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

- 1.1 REFERENCES .1 Canadian General Standards Board (CGSB)
.1 CGSB 1.59-97, Alkyd Exterior Gloss Enamel.
.2 CAN/CGSB 1.189-00, Exterior Alkyd Primer for Wood.
- .2 Canadian Standards Association (CSA International)
.1 CSA-O121-M1978(R2003), Douglas Fir Plywood.
- .3 Public Works Government Services Canada (PWGSC)
Standard Acquisition Clauses and Conditions
(SACC)-ID: R0202D, Title: General Conditions 'C', In
Effect as Of: May 14, 2004.
- 1.2 INSTALLATION
AND REMOVAL .1 Provide temporary controls in order to execute Work
expeditiously.
- .2 Remove from site all such work after use.
- 1.3 GUARD RAILS AND
BARRICADES .1 Provide secure, rigid guard rails and barricades
around excavations, edges, loading/unloading areas
and crane operations areas.
- .2 Provide as required by governing authorities.
- 1.4 WEATHER
ENCLOSURES .1 Provide weather tight closures for work requiring
dry temperature sensitive work.
- .2 Design enclosures to withstand wind pressure and
snow loading.
- 1.5 ACCESS TO SITE .1 Provide and maintain access roads, sidewalk
crossings, ramps and construction runways as may be
required for access to Work.
- 1.6 PUBLIC TRAFFIC
FLOW .1 Provide and maintain competent signal flag
operators, traffic signals, barricades and flares,
lights, or lanterns as required to perform Work and
protect public.
-

- 1.7 FIRE ROUTES .1 Maintain access to property including overhead clearances for use by emergency response vehicles.
- 1.8 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY .1 Protect surrounding private and public property from damage during performance of Work.
.2 Be responsible for damage incurred.
- 1.9 PROTECTION OF BUILDING FINISHES .1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.
.2 Provide necessary screens, covers, and hoardings.
.3 Confirm with Owner's Representative locations and installation schedule 3 days prior to installation.
.4 Be responsible for damage incurred due to lack of or improper protection.
- 1.10 WASTE MANAGEMENT AND DISPOSAL .1 Separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management And Disposal.

PART 2 - PRODUCTS

- 2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

- 3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 REFERENCES

- .1 Within text of each specifications section, reference may be made to reference standards.
- .2 Conform to these reference standards, in whole or in part as specifically requested in specifications.
- .3 If there is question as to whether products or systems are in conformance with applicable standards, Owner's Representative reserves right to have such products or systems tested to prove or disprove conformance.
- .4 Cost for such testing will be born by Owner's Representative in event of conformance with Contract Documents or by Contractor in event of non-conformance.

1.2 QUALITY

- .1 Products, materials, equipment and articles incorporated in Work shall be new, not damaged or defective, and of best quality for purpose intended. If requested, furnish evidence as to type, source and quality of products provided.
 - .2 Procurement policy is to acquire, in cost effective manner, items containing highest percentage of recycled and recovered materials practicable consistent with maintaining satisfactory levels of competition. Make reasonable efforts to use recycled and recovered materials and in otherwise utilizing recycled and recovered materials in execution of work.
 - .3 Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
 - .4 Should disputes arise as to quality or fitness of products, decision rests strictly with Owner's Representative based upon requirements of Contract Documents.
 - .5 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
-

- 1.2 QUALITY
(Cont'd)
- .6 Permanent labels, trademarks and nameplates on products are not acceptable in prominent locations, except where required for operating instructions, or when located in mechanical or electrical rooms.
- 1.3 AVAILABILITY
- .1 Immediately upon signing Contract, review product delivery requirements and anticipate foreseeable supply delays for items. If delays in supply of products are foreseeable, notify Owner's Representative of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.
- .2 In event of failure to notify Owner's Representative at commencement of Work and should it subsequently appear that Work may be delayed for such reason, Owner's Representative reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.
- 1.4 STORAGE, HANDLING AND PROTECTION
- .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- .3 Store products subject to damage from weather in weatherproof enclosures.
- .4 Store cementitious products clear of earth or concrete floors, and away from walls.
- .5 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- .6 Store sheet materials, lumber on flat, solid supports and keep clear of ground. Slope to shed moisture.
- .7 Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.
-

- 1.4 STORAGE, HANDLING AND PROTECTION (Cont'd)
- .8 Remove and replace damaged products at own expense and to satisfaction of Owner's Representative.
 - .9 Touch-up damaged factory finished surfaces to Owner's Representative's satisfaction. Use touch-up materials to match original. Do not paint over name plates.
- 1.5 TRANSPORTATION
- .1 Pay costs of transportation of products required in performance of Work.
 - .2 Transportation cost of products supplied by Owner will be paid for by Owner's Representative. Unload, handle and store such products.
- 1.6 MANUFACTURER'S INSTRUCTIONS
- .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
 - .2 Notify Owner's Representative in writing, of conflicts between specifications and manufacturer's instructions, so that Owner's Representative will establish course of action.
 - .3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Owner's Representative to require removal and re-installation at no increase in Contract Price or Contract Time.
- 1.7 QUALITY OF WORK
- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Owner's Representative if required Work is such as to make it impractical to produce required results.
 - .2 Do not employ anyone unskilled in their required duties. Owner's Representative reserves right to require dismissal from site, workers deemed incompetent or careless.
 - .3 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with Owner's Representative, whose decision is final.
-

- 1.8 CO-ORDINATION .1 Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.
- .2 Be responsible for coordination and placement of openings, sleeves and accessories.
- 1.9 CONCEALMENT .1 In finished areas conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise.
- .2 Before installation inform Owner's Representative if there is interference. Install as directed by Owner's Representative.
- 1.10 REMEDIAL WORK .1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Co-ordinate adjacent affected Work as required.
- .2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.
- 1.11 LOCATION OF FIXTURES .1 Consider location of mechanical and electrical items indicated as approximate.
- .2 Inform Owner's Representative of conflicting installation. Install as directed.
- 1.12 FASTENINGS .1 Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless indicated otherwise.
- .2 Prevent electrolytic action between dissimilar metals and materials.
- .3 Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in affected specification Section.
- .4 Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.
-

- 1.12 FASTENINGS
(Cont'd)
- .5 Keep exposed fastenings to a minimum, space evenly and install neatly.
 - .6 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.
- 1.13 FASTENINGS -
EQUIPMENT
- .1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.
 - .2 Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas.
 - .3 Bolts may not project more than one diameter beyond nuts.
 - .4 Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.
- 1.14 PROTECTION OF
WORK IN PROGRESS
- .1 Prevent overloading of parts of building. Do not cut, drill or sleeve load bearing structural member, unless specifically indicated without written approval of Owner's Representative.

PART 2 - PRODUCTS

- 2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

- 3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

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

PART 2 - PRODUCTS

- 2.1 NOT USED
- .1 Not Used.

PART 3 - EXECUTION

- 3.1 NOT USED
- .1 Not Used.

PART 1 - GENERAL

1.1 ACTION AND
INFORMATIONAL
SUBMITTALS

- .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit written request in advance of cutting or alteration which affects:
 - .1 Structural integrity of elements of project.
 - .2 Integrity of weather-exposed or moisture-resistant elements.
 - .3 Efficiency, maintenance, or safety of operational elements.
 - .4 Visual qualities of sight-exposed elements.
 - .5 Work of Owner or separate contractor.
- .3 Include in request:
 - .1 Identification of project.
 - .2 Location and description of affected Work.
 - .3 Statement on necessity for cutting or alteration.
 - .4 Description of proposed Work, and products to be used.
 - .5 Alternatives to cutting and patching.
 - .6 Effect on Work of Owner or separate contractor.
 - .7 Written permission of affected separate contractor.
 - .8 Date and time work will be executed.

1.2 MATERIALS

- .1 Required for original installation.
- .2 Change in Materials: Submit request for substitution in accordance with Section 01 33 00 - Submittal Procedures.

1.3 PREPARATION

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
 - .2 After uncovering, inspect conditions affecting performance of Work.
 - .3 Beginning of cutting or patching means acceptance of existing conditions.
 - .4 Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.
-

1.3 PREPARATION
(Cont'd)

- .5 Provide protection from elements for areas which are to be exposed by uncovering work; maintain excavations free of water.

1.4 EXECUTION

- .1 Execute cutting, fitting, and patching, (including excavation and fill) to complete Work.
- .2 Fit several parts together, to integrate with other Work.
- .3 Uncover Work to install ill-timed Work.
- .4 Remove and replace defective and non-conforming Work.
- .5 Remove samples of installed Work for testing.
- .6 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- .7 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- .8 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.
- .9 Restore work with new products in accordance with requirements of Contract Documents.
- .10 Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- .11 Refinish surfaces to match adjacent finishes: Refinish continuous surfaces to nearest intersection. Refinish assemblies by refinishing entire unit.

1.5 WASTE
MANAGEMENT AND
DISPOSAL

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

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 REFERENCES

- .1 Public Works Government Services Canada (PWGSC) Standard Acquisition Clauses and Conditions (SACC)-ID: R0202D, Title: General Conditions "C", In Effect as Of: May 14, 2004.

1.2 PROJECT
CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by Owner's Representative. Do not burn waste materials on site.
- .3 Clear snow and ice from work areas of building, bank/pile snow in designated areas only or remove from site.
- .4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .5 Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.
- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .7 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .8 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .9 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.3 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
-

1.3 FINAL CLEANING
(Cont'd)

- .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .3 Prior to final review remove surplus products, tools, construction machinery and equipment.
- .4 Remove waste products and debris other than that caused by Owner or other Contractors.
- .5 Remove waste materials from site at regularly scheduled times or dispose of as directed by Owner's Representative. Do not burn waste materials on site.
- .6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .7 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, and floors.
- .8 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
- .9 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .10 Remove dirt and other disfiguration from exterior surfaces.
- .11 Clean and sweep roofs, in work area.
- .12 Sweep and wash clean paved areas in work area.
- .13 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.

1.4 WASTE
MANAGEMENT AND
DISPOSAL

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

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 WASTE
MANAGEMENT GOALS

- .1 Waste Management Goal of maximizing project waste being diverted from landfill sites. Provide Departmental Representative documentation certifying that waste management, recycling, reuse of recyclable and reusable materials have been extensively practiced.
- .2 Accomplish maximum control of solid construction waste.
- .3 Preserve environment and prevent pollution and environment damage.

1.2 DEFINITIONS

- .1 Class III: non-hazardous waste - construction renovation and demolition waste.
 - .2 Inert Fill: inert waste - exclusively asphalt and concrete.
 - .3 Materials Source Separation Program (MSSP): consists of series of ongoing activities to separate reusable and recyclable waste material into material categories from other types of waste at point of generation.
 - .4 Recyclable: ability of product or material to be recovered at end of its life cycle and re-manufactured into new product for reuse.
 - .5 Recycle: process by which waste and recyclable materials are transformed or collected for purpose of being transferred into new products.
 - .6 Recycling: process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for purpose of using in altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
 - .7 Reuse: repeated use of product in same form but not necessarily for same purpose. Reuse includes:
 - .1 Salvaging reusable materials from re-modelling projects, before demolition stage, for resale, reuse on current project or for storage for use on future projects.
 - .2 Returning reusable items including pallets or unused products to vendors.
-

1.2 DEFINITIONS
(Cont'd)

- .8 Salvage: removal of structural and non-structural materials from deconstruction/disassembly projects for purpose of reuse or recycling.
- .9 Separate Condition: refers to waste sorted into individual types.
- .10 Source Separation: acts of keeping different types of waste materials separate beginning from first time they became waste.
- .11 Waste Management Co-ordinator (WMC) : contractor representative responsible for supervising waste management activities as well as coordinating related, required submittal and reporting requirements.

1.3 MATERIALS
SOURCE SEPARATION

- .1 Prepare Materials Source Separation Plan (MSSP) and have ready for use prior to project start-up.
- .2 Implement MSSP for waste generated on project in compliance with approved methods and as reviewed by Departmental Representative.
- .3 Provide on-site facilities for collection, handling, and storage of anticipated quantities of reusable and recyclable materials.
- .4 Provide containers to deposit reusable and recyclable materials.
- .5 Locate containers in locations, to facilitate deposit of materials without hindering daily operations.
- .6 Locate separated materials in areas which minimize material damage.
- .7 Collect, handle, store on-site, and transport off-site, salvaged materials in separate condition.
 - .1 Transport to approved and authorized recycling facility or to users of material for recycling.
- .8 Collect, handle, store on-site, and transport off-site, salvaged materials in combined condition.

1.4 STORAGE,
HANDLING AND
PROTECTION

- .1 Store, materials to be reused, recycled and salvaged in locations as directed by Owner's Representative.
-

- 1.4 STORAGE, HANDLING AND PROTECTION
(Cont'd)
- .2 Unless specified otherwise, materials for removal become Contractor's property.
 - .3 Protect, stockpile, store and catalogue salvaged items.
 - .4 Separate non-salvageable materials from salvaged items. Transport and deliver non-salvageable items to licensed disposal facility.
 - .5 Protect structural components not removed for demolition from movement or damage.
 - .6 Support affected structures. If safety of building is endangered, cease operations and immediately notify Owner's Representative.
 - .7 Protect surface drainage, mechanical and electrical from damage and blockage.
 - .8 Separate and store materials produced during dismantling of structures in designated areas.
 - .9 Prevent contamination of materials to be salvaged and recycled and handle materials in accordance with requirements for acceptance by designated facilities.
 - .1 On-site source separation is recommended.
 - .2 Remove co-mingled materials to off-site processing facility for separation.
- 1.5 DISPOSAL OF WASTES
WASTES
- .1 Do not bury rubbish or waste materials.
 - .2 Do not dispose of waste volatile materials, mineral spirits, oil, paint thinner into waterways, storm, or sanitary sewers.
 - .3 Remove materials from deconstruction as deconstruction/disassembly Work progresses.
- 1.6 USE OF SITE AND FACILITIES
AND FACILITIES
- .1 Execute work with least possible interference or disturbance to normal use of premises.
 - .2 Provide temporary security measures approved by Owner's Representative.
- 1.7 SCHEDULING
SCHEDULING
- .1 Co-ordinate Work with other activities at site to ensure timely and orderly progress of Work.
-

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 CLEANING .1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.

.2 Clean-up work area as work progresses.

.3 Source separate materials to be reused/recycled into specified sort areas.

PART 1 - GENERAL

1.1 ADMINISTRATIVE
REQUIREMENTS

- .1 Acceptance of Work Procedures:
 - .1 Contractor's Inspection: Contractor: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
 - .1 Notify Owner's Representative in writing of satisfactory completion of Contractor's inspection and submit verification that corrections have been made.
 - .2 Request Owner's Representative inspection.
 - .2 Owner's Representative's Inspection:
 - .1 Owner's Representative and Contractor to inspect Work and identify defects and deficiencies.
 - .2 Contractor to correct Work as directed.
 - .3 Completion Tasks: submit written certificates in English that tasks have been performed as follows:
 - .1 Work: completed and inspected for compliance with Contract Documents.
 - .2 Defects: corrected and deficiencies completed.
 - .3 Equipment and systems: tested, adjusted and balanced and fully operational.
 - .4 Certificates required by Fire Commissioner: submitted.
 - .5 Operation of systems: demonstrated to Owner's personnel.
 - .6 Commissioning of mechanical systems: completed in accordance with 01 91 13 - General Commissioning (Cx) Requirements and copies of final Commissioning Report submitted to Owner's Representative.
 - .7 Work: complete and ready for final inspection.
 - .4 Final Inspection:
 - .1 When completion tasks are done, request final inspection of Work by Owner's Representative, and Contractor.
 - .2 When Work incomplete according to Owner's Representative, complete outstanding items and request re-inspection.
 - .5 Declaration of Substantial Performance: when Owner's Representative considers deficiencies and defects corrected and requirements of Contract substantially performed, make application for Certificate of Substantial Performance.

1.1 ADMINISTRATIVE REQUIREMENTS .1 (Cont'd)
(Cont'd)

.6 Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance to be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.

.7 Final Payment:
.1 When Owner's Representative considers final deficiencies and defects corrected and requirements of Contract met, make application for final payment.

.8 Payment of Holdback: after issuance of Certificate of Substantial Performance of Work, submit application for payment of holdback amount in accordance with contractual agreement.

1.2 FINAL CLEANING .1 Clean in accordance with Section 01 74 11 - Cleaning.
.1 Remove surplus materials, excess materials, rubbish, tools and equipment.

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

PART 2 - PRODUCTS

2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 ACTION AND
INFORMATIONAL
SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Two weeks prior to Substantial Performance of the Work, submit to the Owner's Representative, two final copies of operating and maintenance manuals in English.
- .3 Provide spare parts, maintenance materials and special tools of same quality and manufacture as products provided in Work.
- .4 Provide evidence, if requested, for type, source and quality of products supplied.

1.2 FORMAT

- .1 Organize data as instructional manual.
- .2 Refer to Owner Operations and Maintenance Manual Guidelines attached as Appendix A.
- .3 When multiple binders are used correlate data into related consistent groupings.
 - .1 Identify contents of each binder on spine.
- .4 Drawings: provide with reinforced punched binder tab.
 - .1 Bind in with text; fold larger drawings to size of text pages.

1.3 CONTENTS -
PROJECT RECORD
DOCUMENTS

- .1 Refer to Owner Operations and Maintenance Manual Guidelines attached as Appendix A.

1.4 AS -BUILT
DOCUMENTS AND
SAMPLES

- .1 Maintain, in addition to requirements in General Conditions, at site for Owner's Representative one record copy of:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Change Orders and other modifications to Contract.
 - .5 Reviewed shop drawings, product data, and samples.
 - .6 Field test records.
-

-
- 1.4 AS -BUILT DOCUMENTS AND SAMPLES
(Cont'd)
- .1 (Cont'd)
 - .7 Inspection certificates.
 - .8 Manufacturer's certificates.
 - .2 Store record documents and samples in field office apart from documents used for construction.
 - .1 Provide files, racks, and secure storage.
 - .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual.
 - .1 Label each document "PROJECT RECORD" in neat, large, printed letters.
 - .4 Maintain record documents in clean, dry and legible condition.
 - .1 Do not use record documents for construction purposes.
 - .5 Keep record documents and samples available for inspection by Owner's Representative.
-
- 1.5 RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS
DOCUMENTS
- .1 Record information on set of black line opaque drawings, and in copy of Project Manual.
 - .2 Use felt tip marking pens, maintaining separate colours for each major system, for recording information.
 - .3 Record information concurrently with construction progress.
 - .1 Do not conceal Work until required information is recorded.
 - .4 Contract Drawings and shop drawings: mark each item to record actual construction, including:
 - .1 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - .2 Field changes of dimension and detail.
 - .3 Changes made by change orders.
 - .4 Details not on original Contract Drawings.
 - .5 References to related shop drawings and modifications.
 - .5 Specifications: mark each item to record actual construction, including:
 - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
 - .2 Changes made by Addenda and change orders.
-

1.5 RECORDING
INFORMATION ON
PROJECT RECORD
DOCUMENTS
(Cont'd)

- .6 Other Documents: maintain manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.
- .7 Provide digital photos, if requested, for site records.

1.6 EQUIPMENT AND
SYSTEMS

- .1 For each item of equipment and each system include description of unit or system, and component parts.
 - .1 Give function, normal operation characteristics and limiting conditions.
 - .2 Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- .2 Panel board circuit directories: provide electrical service characteristics, controls, and communications.
- .3 Include installed colour coded wiring diagrams.
- .4 Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences.
 - .1 Include regulation, control, stopping, shut-down, and emergency instructions.
 - .2 Include summer, winter, and any special operating instructions.
- .5 Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- .6 Provide servicing and lubrication schedule, and list of lubricants required.
- .7 Include manufacturer's printed operation and maintenance instructions.
- .8 Include sequence of operation by controls manufacturer.
- .9 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- .10 Provide installed control diagrams by controls manufacturer.

1.10 WARRANTIES AND
BONDS
(Cont'd)

- .2 Assemble approved information in binder, submit upon acceptance of work and organize binder as follows:
 - .1 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
 - .2 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - .3 Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
 - .4 Verify that documents are in proper form, contain full information, and are notarized.
 - .5 Co-execute submittals when required.
 - .6 Retain warranties and bonds until time specified for submittal.
- .3 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial Performance is determined.
- .4 Conduct joint nine month warranty inspection, measured from time of acceptance, by Owner's Representative.
- .5 Include information contained in warranty management plan as follows:
 - .1 Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.
 - .2 Listing and status of delivery of Certificates of Warranty for extended warranty items, to include HVAC balancing, pumps, motors.
 - .3 Provide list for each warranted equipment, item, feature of construction or system indicating:
 - .1 Name of item.
 - .2 Model and serial numbers.
 - .3 Location where installed.
 - .4 Name and phone numbers of manufacturers or suppliers.
 - .5 Names, addresses and telephone numbers of sources of spare parts.
 - .6 Warranties and terms of warranty: include one-year overall warranty of construction. Indicate items that have extended warranties and show separate warranty expiration dates.
 - .7 Cross-reference to warranty certificates as applicable.
 - .8 Starting point and duration of warranty period.

- 1.10 WARRANTIES AND BONDS (Cont'd)
- .3 (Cont'd)
 - .9 Summary of maintenance procedures required to continue warranty in force.
 - .10 Cross-Reference to specific pertinent Operation and Maintenance manuals.
 - .11 Organization, names and phone numbers of persons to call for warranty service.
 - .12 Typical response time and repair time expected for various warranted equipment.
 - .4 Contractor's plans for attendance at nine month post-construction warranty inspections.
 - .5 Procedure and status of tagging of equipment covered by extended warranties.
 - .6 Post copies of instructions near selected pieces of equipment where operation is critical for warranty and/or safety reasons.
- .6 Respond in timely manner to oral or written notification of required construction warranty repair work.
- .7 Written verification to follow oral instructions.
 - .1 Failure to respond will be cause for the Owner's Representative to proceed with action against Contractor.
- 1.11 WARRANTY TAGS
- .1 Tag, at time of installation, each warranted item. Provide durable, oil and water resistant tag approved by Owner's Representative.
 - .2 Attach tags with copper wire and spray with waterproof silicone coating.
 - .3 Leave date of acceptance until project is accepted for occupancy.
 - .4 Indicate following information on tag:
 - .1 Type of product/material.
 - .2 Model number.
 - .3 Serial number.
 - .4 Contract number.
 - .5 Warranty period.
 - .6 Inspector's signature.
 - .7 Construction Contractor.

PART 2 - PRODUCTS

- 2.1 NOT USED .1 Not Used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not Used.

PART 1 - GENERAL

1.1 WORK INCLUDED

- .1 This Section specifies requirements for furnishing all materials, labour, tools and equipment, and performing all operations necessary to complete all miscellaneous metal and fabricated items, as shown on the Drawings and specified in this Section.
- .2 The work shall generally include the following categories and all related items of miscellaneous metal shown on the Drawings except where noted otherwise.
 - .1 Anchors, chemical anchors, bolts and inserts
 - .2 Miscellaneous steel
- .3 Where not indicated in this Section, refer to drawings for number of items to be provided for each category.

1.2 REFERENCES

- .1 ASTM A53/A53M-2012, Pipe, Steel, Black and Hot-Dipped, Zinc-coated Welded and Seamless.
 - .2 ASTM A123/A123M-12, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - .3 ASTM A307-2012, Carbon Steel Bolts and Studs, 60,000 psi Tensile.
 - .4 ASTM A325M-2010e1, Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength Metric.
 - .5 ASTM A480/A480M-2013, General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip.
 - .6 ASTM A484/A484M-2013a, General Requirements for Stainless Steel Bars, Billets, and Forgings.
 - .7 ASTM A500-2010a, Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Tubing in Rounds and Shapes.
 - .8 CSA G40.20/G40.21-2013, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
 - .9 CSA S16-2009, Limit States Design of Steel Structures.
-

1.2 REFERENCES
(Cont'd)

- .10 CSA W59-03(R2008), Welded Steel Construction (Metal-arc Welding).
- .11 CAN/CGSB-1.40-97, Primer, Structural Steel, Oil Alkyd Type.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- .1 Label, tag or otherwise mark items supplied for installation by other sections to indicate its function, location, and shop drawing designation.

1.4 JOB CONDITIONS

- .1 Protection:
 - .1 Maintain protection of Work of this Section from time of installation until final finishes are applied.
 - .2 Protect galvanized surfaces from damage.
 - .3 Protect exposed surfaces of prefinished metal work which does not receive site finishing with protective coatings or wrappings. Use materials recommended by finishers or manufacturers of metals to ensure that method is sufficiently protective, easily removed, and harmless to the finish.

1.5 DESIGN OF AND CONNECTIONS

- .1 Design details and connections in accordance with requirements of CSA S16.
- .2 Unless noted otherwise, detail connections to resist 50% of the web capacity of the members.

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Use new materials that are free from corrosion, rust, and millscale.
- .2 Steel angles and plates: to CSA G40.21, 300W.
- .3 Rolled steel sections: to CSA-G40.21, 350W, and Class C for hollow structural sections.
- .4 Steel pipe: to ASTM A53, schedule 40, standard weight, unless noted otherwise, galvanized.
- .5 Welding materials: to CSA W59.
- .6 Anchor bolts: to ASTM A307 unless otherwise noted.

2.1 MATERIALS
(Cont'd)

- .7 Bolts, nuts and washers: to ASTM A325 unless otherwise noted.
- .8 Galvanizing: hot-dip method with minimum zinc coating of 600 g/m² conforming to ASTM A123.
- .9 Shop coat primer: to CAN/CGSB-1.40.
- .10 Galvanized primer: one component, ready-mixed zinc rich.
 - .1 Acceptable product: Catha-Coat 13034 by Devoe Coating, or approved equivalent.
- .11 Chemical anchors: threaded AISI 316 stainless steel anchor, rod, nut, washer and adhesive capsule, shear stud or steel rebar as noted on Drawings.
 - .1 Acceptable product: as noted on Drawings or approved equivalent.
 - .2 Embedment as indicated on the Drawings or minimum embedment equal to the manufacturer's standard recommendations.

2.2 FABRICATION

- .1 Workmanship and finish shall be equal to the best practice of modern shops for each item of work.
- .2 Build work square, true, straight and accurate to required size, with joints closely fitted and properly secured.
- .3 Confirm exposed surfaces have smooth finish and sharp, well defined lines and arises. Form sections to shape and size shown with sharp lines and angles.
- .4 Confirm castings have sharp corners and edges, and are clean, smooth and true to pattern.
- .5 Make exposed welds continuous for length of each joint. File or grind exposed welds smooth and flush.
- .6 Where possible, fit and shop assemble work, ready for installation.
- .7 Fabricate miscellaneous steel in accordance with CAN/CSA-S16.

2.3 SHOP PAINTING

- .1 Apply one (1) coat of primer to metal items, with exception of galvanized or concrete encased items.

2.3 SHOP PAINTING
(Cont'd)

- .2 Use primer unadulterated, as prepared by manufacturer. Paint on dry surfaces, free from rust, scale, grease. Do not paint when temperature is lower than 7°C.
- .3 Prime after fabrication and before damage to surface occurs from weather or other exposure.
- .4 Spray prime contact surfaces of field assembled, bolted, friction type joints with primer only. Do not brush primer after spraying.
- .5 Do not prime metal within 50 mm of edge to be welded. Give unprotected steel one coat of approved protective coating after shop fabrication is completed.
- .6 Protect machine finished or similar surfaces that are not to be coated, but that do required protection, with coating of rust inhibitive petroleum, molydenum disulphide, or other coating approved by the Departmental Representative.
- .7 Copy previous erection marks and weight marks on areas that have been shop primed.

2.4 MISCELLANEOUS
METALWORK ITEMS

- .1 Anchors, chemical adhesive anchors, bolts and inserts:
 - .1 Provide as required to fasten miscellaneous metal items to concrete or masonry.
 - .2 Where sizes, kinds and spacing of anchors are not indicated or specified, provide as necessary for the purpose as approved by Departmental Representative.
 - .3 Hot-dip galvanize all anchors, bolts and inserts.
- .2 Miscellaneous steel:
 - .1 Provide miscellaneous steel as required for equipment supports, angles, and steel framing to shape, size and details required.
 - .2 Galvanize miscellaneous steel items after fabrication.

PART 3 - EXECUTION

3.1 FIELD
MEASUREMENTS

- .1 Verify all dimensions and take whatever field measurements required prior to fabrication to assure that all items function properly when installed.
- .2 Details of proposed departures due to field conditions or other causes to be submitted to the Departmental Representative for approval.

3.2 INSTALLATION

- .1 Install miscellaneous metal items in the locations shown on the Drawings.
- .2 Install metalwork square, plumb and true using welded connections wherever possible to provide rigid structures. Provide anchor bolts, bolts and plates as necessary for connecting to structure of types acceptable to Departmental Representative.
- .3 Hand over items for casting into concrete to appropriate trades together with setting templates.
- .4 Exposed fastening devices to match finish, and to be compatible with material thorough which they pass.
- .5 Touch-up field welds, bolts, and burnt or scratched surfaces with primer after installation.
- .6 Touch-up galvanized surfaces with zinc-rich primer.

PART 1 - GENERAL

- 1.1 WORK INCLUDED .1 This section specifies requirements for supplying and applying firestopping and smoke seal material as required for walls/ceilings and ceiling framing in Fire Pump Room, 114A.
- 1.2 RELATED WORK .1 Firestopping and smoke seals within electrical assemblies (i.e. inside conduits) are specified in Division 26.
- 1.3 REFERENCES .1 ASTM E2174-18, Standard Practice for On-site Inspection of Installed Fire Stops.
.2 ULC S115-11, Method of Fire Tests of Firestop Systems.
.3 International Firestop Council Guidelines for Evaluating Firestop Systems Engineering Judgments.
.4 National Building Code, 2015.
- 1.4 SAMPLES .1 Submit samples in accordance with Section 01 33 00.
.2 Submit duplicate 300 x 300 mm samples showing actual firestop material proposed for project.
- 1.5 SUBMITTALS .1 Submit shop drawings and product and safety data in accordance with Section 01 33 00.
.2 Submit shop drawings to show proposed material, including composition and limitations, reinforcement, anchorage, fastenings and method of installation. Construction details should accurately reflect actual job conditions.
.3 Provide manufacturer's engineering judgments identification number and drawing details when no ULC or UL system are available for an application. Engineered judgments must include both project name and contractor's name who will install firestop system as described in drawing.
-

- 1.5 SUBMITTALS .4 Submit material safety data sheets provided with
(Cont'd)

PART 2 - PRODUCTS

- 2.1 MATERIALS
- .1 Firestopping and smoke seal systems: in accordance with ULC-S115.
 - .1 Asbestos-free materials and systems capable of maintaining an effective barrier in compliance with requirements of ULC-S115 and not to exceed opening sizes for which they are intended.
 - .2 Firestop system rating: F.
 - .2 Service penetration assemblies: certified by ULC in accordance with ULC-S115 and listed in ULC Guide No. 40 U19.
 - .3 Service penetration firestop components: certified by ULC in accordance with ULC-S115 and listed in ULC Guide No. 40 U19.13 and ULC Guide No. 40 U19.15 under the Label Service of ULC.
 - .4 Fire-resistance rating of installed firestopping assembly in accordance with NBC.
 - .5 Firestopping and smoke seals at openings intended for ease of re-entry such as cables: elastomeric seal.
 - .6 Firestopping and smoke seals at openings around penetrations for pipes, ductwork and other mechanical items requiring sound and vibration control: elastomeric seal.
 - .7 Primers: to manufacturer's recommendation for specific material, substrate, and end use.
 - .8 Water (if applicable): potable, clean and free from injurious amounts of deleterious substances.
 - .9 Damming and backup materials, supports and anchoring devices: to manufacturer's recommendations, and in accordance with tested assembly being installed as acceptable to authorities having jurisdiction.
 - .10 Sealants for vertical joints: non-sagging.
 - .11 Acceptable manufacturers:
 - .1 Hilti Canada Corporation
-

- 2.1 MATERIALS .11 (Cont'd)
(Cont'd)
- .2 3M
 - .3 A/D Fire Protection Systems

PART 3 - EXECUTION

- 3.1 PREPARATION
- .1 Examine sizes and conditions of voids to be filled to establish correct thicknesses and installation of materials. Confirm substrates and surfaces are clean, dry and frost free.
 - .2 Prepare surfaces in contact with firestopping materials and smoke seals to manufacturer's instructions.
 - .3 Maintain insulation around pipes and ducts penetrating fire separation without interruption to vapour barrier.
 - .4 Mask where necessary to avoid spillage and over coating onto adjoining surfaces; remove stains on adjacent surfaces.

- 3.2 COORDINATION
- .1 Coordinate location and proper selection of cast-in-place firestop devices with trade responsible for the work. Install device before placement of concrete.
 - .2 Provide adequate spacing of field run pipes to allow for installation of cast-in-place firestop devices without interference.

- 3.3 INSTALLATION
- .1 Install firestopping material and components in accordance with ULC certification and manufacturer's instructions.
 - .2 Install firestopping and smoke seal material and components at all walls, floors and ceilings in fire rated rooms as noted on Room Finish Schedule on Drawings and also for all floor to floor penetrations.
 - .3 Install firestopping and smoke seal on both sides of wall or slab where penetration or opening exists in fire rated rooms.
-

3.3 INSTALLATION
(Cont'd)

- .4 Seal holes or voids made by through penetrations, poke-through termination devices, and unpenetrated openings or joints to ensure continuity and integrity of fire separation are maintained.
- .5 Provide temporary forming as required and remove forming only after materials have gained sufficient strength and after initial curing.
- .6 Tool or trowel exposed surfaces to a neat finish.
- .7 Remove excess compound promptly as work progresses and upon completion.

3.4 INSPECTION

- .1 Notify the Owner's Representative when ready for inspection and prior to concealing or enclosing firestopping materials and service penetration assemblies.

3.5 SCHEDULE

- .1 Firestop and smoke seal at:
 - .1 Penetrations through fire-resistance rated masonry, and concrete partitions and walls.
 - .2 Top of fire-resistance rated masonry and gypsum board partitions.
 - .3 Intersection of fire-resistance rated masonry partitions.
 - .4 Control and sway joints in fire-resistance rated masonry and gypsum board partitions and walls.
 - .5 Penetrations through fire-resistance rated ceiling.
 - .6 Openings and sleeves installed for future use through fire separations.
 - .7 Around mechanical and electrical assemblies penetrating fire separations.
 - .8 Rigid ducts (greater than 129 cm²): fire stopping to consist of bead of firestopping material between retaining angle and fire separation and between retaining angle and duct, on each side of fire separation.

3.6 FIELD QUALITY CONTROL

- .1 Examine sealed penetration areas to ensure proper installation before concealing or enclosing areas.
 - .2 Keep areas of work accessible until inspection by applicable code authorities.
 - .3 Perform inspection of through-penetration firestopping in accordance with ASTM E2174.
-

- 3.6 FIELD QUALITY CONTROL
(Cont'd)
- .4 Perform under this section patching and repairing of firestopping caused by cutting or penetrating of existing firestop systems already installed by other trades.
- .5 Install a warning card that is clearly visible adjacent to all large and medium openings that may be re-penetrated. This card should contain the following information:
- .1 Warning that the opening has been firestop protected.
 - .2 Indicate the firestop system used (ULC).
 - .3 F rating or FT rating.
 - .4 Firestop product(s) used.
 - .5 Person to contact and phone number in case of modification or new penetration of firestop system.
- 3.7 CLEAN UP
- .1 Remove excess materials and debris and clean adjacent surfaces immediately after application.
- .2 Remove temporary dams after initial set of firestopping and smoke seal materials.

PART 1 - GENERAL

- 1.1 WORK INCLUDED .1 This Section specifies requirements for supplying, and applying sealants as indicated.
- 1.2 RELATED WORK .1 Cast-in-place Concrete: Section 03 30 00
.2 Masonry: Section 04 20 00
- 1.3 REFERENCES .1 ASTM C920-11, Specification for Elastomeric Joint Sealants.
.2 CAN/CGSB-19.13-M87 Sealing Compound, One Component, Elastomeric, Chemical Curing.
.3 CAN/CGSB-19.24-M90 Multi-component, Chemical Curing Sealing Compound.
- 1.4 DELIVERY, STORAGE AND HANDLING .1 Deliver and store materials in original wrappings and containers with manufacturer's seals and labels intact. Protect from freezing, moisture and water.
- 1.5 ENVIRONMENTAL AND SAFETY REQUIREMENTS .1 Sealant and substrate materials to be minimum 5°C.
.2 Should it become necessary to apply sealants below 5°C, consult sealant manufacturer and follow their recommendations.
.3 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada.
.4 Conform to manufacturer's recommended temperatures, relative humidity and substrate moisture content for application and curing of sealants including special conditions governing use.
-

PART 2 - PRODUCTS

- 2.1 MATERIALS
- .1 Primers: type recommended by sealant manufacturer.
 - .2 Joint fillers:
 - .1 General: compatible with primers and sealants, outsized 30 to 50%.
 - .3 Sealants:
 - .1 Interior caulking around perimeter and at bottom of gypsum board to floor slab: to CAN/CGSB-19.13, one-component, moisture curing, modified polyurethane, paintable, normal temperature range dry conditions, movement range to 10%.
 - .1 Acceptable product: DyMonic by Tremco Limited, or approved equivalent.
 - .2 Interior locations including: at corner joints where masonry walls butt into continuous walls, at masonry walls and concrete floor slabs, and at equipment pads to floor slabs, except where another sealant is specified: to CGSB 19.13.
 - .1 Acceptable product: DyMonic by Tremco Limited, or approved equivalent.
 - .4 Joint cleaner: xylol, methylethyleketon or non-corrosive type recommended by sealant manufacturer and compatible with joint forming materials.

PART 3 - EXECUTION

- 3.1 PREPARATION
- .1 Examine joint sizes and conditions to establish correct depth to width relationship for installation of backup materials and sealants.
 - .2 Remove by brushing, scrubbing, scraping or grinding loose mortar, dust, oil, grease, oxidation, mill scale, coatings and all other materials affecting bond of compounds from surfaces to which sealant compounds must adhere, except for painted surfaces.
 - .3 Clean down caulked metal surfaces with clean cellulose sponges or rags soaked in solvent recommended by sealant manufacturer, and wipe dry with clean cloths. Ensure that solvent is not injurious to painted surfaces.
-

3.1 PREPARATION
(Cont'd)

- .4 Ensure that releasing agents, coatings or other treatments have either not been applied to joint surfaces, or that they are entirely removed.
- .5 Ensure joint surfaces are dry and frost free.

3.2 APPLICATION

- .1 Apply sealant products where indicated on the Drawings and as outlined in Clause 2.1 of this Section.
- .2 Where necessary to prevent staining, mask adjacent surfaces before priming and caulking.
- .3 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.
- .4 Apply sealants, primers, joint fillers, and bond breaker if required, to manufacturer's instructions. Apply sealant using gun with proper size nozzle. Use sufficient pressure to fill voids and joints solid. Superficial pointing with skin bead is not acceptable.
- .5 Form surfaces of sealant with full bead, smooth, free from ridges, wrinkles, sages, air pockets, embedded impurities. Neatly tool surface to a slight concave joint.

3.3 CURING

- .1 Cure sealants in accordance with sealant manufacturer's instructions.
- .2 Do not cover up sealant until proper curing has taken place.

3.4 CLEANING

- .1 Clean adjacent surfaces immediately and leave work neat and clean.
- .2 Remove excess and droppings, using recommended cleaners as work progresses.
- .3 Remove masking tape after initial set of sealant.
- .4 Do not use chemicals, scrapers, or other tools which would damage surfaces of caulked materials when excess compounds or droppings are removed. Repair Work damaged by cleaning.

PART 1 - GENERAL

1.1 ACTION AND
INFORMATIONAL
SUBMITTALS

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets 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 Newfoundland and Labrador, Canada, where indicated.
 - .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.
 - .4 In addition to transmittal letter referred to in Section 01 33 00 - Submittal Procedures: use MCAC "Shop Drawing Submittal Title Sheet". Identify section and paragraph number.
- .4 Sustainable Design Submittals:
 - .1 Construction Waste Management:
 - .1 Submit project Waste Management Plan highlighting recycling and salvage requirements.
 - .2 Recycled Content:
 - .1 Submit listing of recycled content products used, including details of percentages or recycled content materials and products.

1.2 CLOSEOUT
SUBMITTALS

- .1 Submit in accordance with Section 01 78 00 - Closeout Submittals.
 - .2 Operation and Maintenance Data: submit operation and maintenance data for incorporation into manual.
-

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- 1.2 CLOSEOUT .2 (Cont'd)
SUBMITTALS .1 Operation and maintenance manual approved by,
(Cont'd) 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.
- .5 Approvals:
.1 Submit one electronic 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 weekly to
reproducibles, revising reproducibles to show
work as actually installed.
-

- 1.2 CLOSEOUT SUBMITTALS
(Cont'd)
- .2 (Cont'd)
 - .7 (Cont'd)
 - .3 Use different colour waterproof ink for each service.
 - .4 Make available for reference purposes and inspection.
 - .8 As-Built drawings:
 - .1 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).
 - .2 Submit to Departmental Representative for approval and make corrections as directed.
 - .3 Submit completed reproducible as-built drawings with Operating and Maintenance Manuals.
- 1.3 MAINTENANCE MATERIAL SUBMITTALS
- .1 Submit in accordance with Section 01 78 00 - Closeout Submittals.
 - .2 Furnish spare parts as follows:
 - .1 As indicated in relevant sections.
 - .3 Provide one set of special tools required to service equipment as recommended by manufacturers and in accordance with Section 01 78 00 - Closeout Submittals.
- 1.4 DELIVERY, STORAGE AND HANDLING
- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements 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 in dry location 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.
 - .4 Develop Construction Waste Management Plan related to Work of this Section.
-

1.4 DELIVERY,
STORAGE AND
HANDLING
(Cont'd) .5 Packaging Waste Management: remove for reuse and return by manufacturer of pallets, crates, padding, and packaging materials as specified in Construction Waste Management Plan in accordance with Section 01 74 21 - Construction, Demolition, Waste Management and Disposal.

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 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 FIELD QUALITY
CONTROL .1 Manufacturer's Field Services:
.1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - ACTION AND INFORMATIONAL SUBMITTALS.

- 3.3 FIELD QUALITY CONTROL (Cont'd)
- .1 (Cont'd)
- .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
- 3.4 CLEANING
- .1 Progress Cleaning: clean in accordance with Section 01 74 11 - Cleaning.
- .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 01 74 11 - Cleaning.
- .3 Waste Management: separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction, Demolition, Waste Management and Disposal.
- .1 Remove recycling containers and bins from site and dispose of materials at appropriate facility.
- 3.5 PROTECTION
- .1 Protect equipment and systems openings from dirt, dust, and other foreign materials with materials appropriate to system.

PART 1 - GENERAL

1.1 REFERENCE
STANDARDS

- .1 National Fire Protection Association (NFPA)
 - .1 NFPA 13-2019, Standard for the Installation of Sprinkler Systems.
 - .2 NFPA 25-2020, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
 - .3 NFPA 291-2019, Recommended Practice for Fire Flow Testing and Marking of Hydrants.

1.2 ACTION AND
INFORMATIONAL
SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data:
 - .1 Provide manufacturer's printed product literature and data sheets for equipment and systems, applicable series designation or style 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 the Province of Newfoundland and Labrador, Canada.
- .4 Certificates:
 - .1 Submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
- .5 Manufacturers' Instructions:
 - .1 Instructions: provide manufacturer's installation instructions.
- .6 Field Quality Control Submittals:
 - .1 Manufacturer's Field Reports: submit manufacturer's field reports specified.

1.3 CLOSEOUT
SUBMITTALS

- .1 Provide maintenance data for incorporation into manual specified in Section 01 78 00 - Closeout Submittals.
-

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- 1.3 CLOSEOUT SUBMITTALS
(Cont'd)
- .2 Provide detailed hydraulic calculations including: summary sheet, Contractor's Material and Test Certificate for aboveground piping, as well as other deliverables for incorporation into manual specified in Section 01 78 00 - Closeout Submittals, in accordance with NFPA 13.
- 1.4 QUALITY ASSURANCE
ASSURANCE
- .1 Qualifications:
.1 Installer: company or person specializing in dry sprinkler systems with documented experience and approved by manufacturer.
- .2 Supply grooved joint couplings, fittings, valves, grooving tools and specialties from a single manufacturer. Use date stamped castings for coupling housings, fittings, valve bodies, for quality assurance and traceability.
- 1.5 MAINTENANCE MATERIAL SUBMITTALS
MATERIAL SUBMITTALS
- .1 Extra Materials:
.1 Provide maintenance materials in accordance with Section 01 78 00 - Closeout Submittals.
.2 Provide spare sprinklers and tools in accordance with NFPA 13.
- 1.6 DELIVERY, STORAGE AND HANDLING
HANDLING
- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements 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.
- .3 Packaging Waste Management: remove for reuse and return by manufacturer of pallets, crates, padding, and packaging materials in accordance with Section 01 74 21 - Construction, Demolition, Waste Management and Disposal.

PART 2 - PRODUCTS

- 2.1 ENGINEERING DESIGN CRITERIA
DESIGN CRITERIA
- .1 Design system in accordance with NFPA 13, using following parameters:
.1 Hazard:
.1 To suit occupancy as indicated.
-

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- 2.1 ENGINEERING DESIGN CRITERIA (Cont'd)
- .1 (Cont'd)
 - .2 Pipe size and layout:
 - .1 Hydraulic design.
 - .2 Sprinkler head layout: to NFPA 13 or as directed by authority having jurisdiction.
 - .3 Water supply:
 - .1 Conduct flow and pressure test of water supply in vicinity of project to obtain criteria for bases of design in accordance with NFPA 291.
 - .4 Zoning:
 - .1 System zoning as indicated.
- 2.2 SUSTAINABLE REQUIREMENTS
- .1 Grooved couplings and fittings made from minimum 90% recycled metal.
- 2.3 PIPE, FITTINGS AND VALVES
- .1 Pipe:
 - .1 Sch 40 Steel: to NFPA 13.
 - .1 Utilize for both mains and branch piping.
 - .2 All piping shall meet cUL/ULC listed for fire protection. Alternatives to listed pipe will not be accepted.
 - .2 Fittings and joints to NFPA 13:
 - .1 Ferrous: screwed, flanged or roll grooved.
 - .1 Grooved joints designed with two ductile iron housing segments, flush seal gasket for dry service, and galvanized or stainless steel bolts and nuts. Cast with offsetting angle-pattern bolt pads for rigidity and visual pad-to-pad offset contact.
 - .2 All fittings shall be cUL/ULC approved for use in dry sprinkler systems.
 - .3 Auxiliary valves:
 - .1 ULC listed for fire protection service.
 - .2 Up to NPS 2: bronze, screwed ends, grooved, OS and Y gate.
 - .3 NPS 2 1/2 and over: cast or ductile iron, flanged or roll grooved ends, indicating butterfly valve.
 - .4 Swing or spring-actuated check valves.
 - .5 Ball drip.
 - .6 Tamper devices wired back to fire alarm panel.
 - .4 Pipe hangers:
 - .1 ULC listed for fire protection services.
-

<u>2.4 SPRINKLER HEADS</u>	.1	General: to NFPA 13 and ULC listed for fire services.
<u>2.5 SPRINKLER HEAD TYPE A</u>	.1	Upright bronze, glass bulb type.
<u>2.6 SPRINKLER HEAD TYPE B</u>	.1	Dry sprinkler head glass bulb type with brass frame, deflector, and inlet fitting, coated steel barrel of appropriate length.
<u>2.7 FLEXIBLE JOINTS</u>	.1	UL/FM approved, 304 stainless steel bellows, 304 stainless steel braided jacket, ANSI flange or grooved connections.
	.2	1600 kPa (232 PSI) rated pressure.
<u>2.8 WATER GONG</u>	.1	Existing to remain.
<u>2.9 FIRE DEPARTMENT CONNECTION</u>	.1	Existing to remain.
<u>2.10 DRY PIPE VALVE</u>	.1	Existing to remain.
<u>2.11 COMPRESSED AIR SUPPLY</u>	.1	Existing to be removed.
<u>2.12 PRESSURE GAUGES</u>	.1	Existing to remain.
<u>2.13 SPARE PARTS CABINET</u>	.1	For storage of maintenance materials, spare sprinkler heads and special tools.
	.2	Construct to sprinkler head manufacturers standard.

2.14 NITROGEN
GENERATION SYSTEM

- .1 Supply and install a nitrogen generator system for the Ice Tank room dry sprinkler riser. The nitrogen generation system shall be sized to meet the volume and pressure requirements of the dry sprinkler system.
- .2 The nitrogen generator shall have an air compressor system that is sized appropriately for the application and capable of achieving system supervisory pressure within 30 minutes in accordance with requirements of NFPA 13. The air compressor system may include an external compressor.
- .3 The nitrogen generator shall provide a minimum of 98% purity nitrogen to the fire sprinkler system.
- .4 The nitrogen generator shall be equipped with a filtration system to remove residual water and all hydrocarbons from the air stream.
- .5 The nitrogen generator shall have a nitrogen control panel capable of monitoring compressor runtimes, nitrogen generator pressure, as well as its operational mode locally and via a network connection.
- .6 The nitrogen generator shall have a leak detection system capable of determining sprinkler system leak rates, giving alerts if leaks develop within the sprinkler piping, nitrogen generator system or air compressor.
- .7 The nitrogen generator shall be able to indicate trouble alerts: locally via nitrogen control panel, via BMS trouble alert relays and network connection.
- .8 The nitrogen generator system shall automatically switch between air bypass mode and nitrogen generating mode based on the demands of the sprinkler system.
- .9 The nitrogen generator shall have air and nitrogen storage tanks that conforms to the ASME standard for pressure vessels.
- .10 The nitrogen generator shall have an automatic condensate drain valve and drain piping.
- .11 Nitrogen generation system shall operate on 208V single phase power.

- 2.14 NITROGEN GENERATION SYSTEM (Cont'd)
- .12 Supply and install a manually operated nitrogen purge valve at the furthest point from the fire sprinkler riser for each fire sprinkler system. The nitrogen purge valve shall be supplied with a restricted orifice with size determined by the total system pressure requirements.
 - .13 Supply and install an Air Maintenance Device for the dry fire sprinkler system riser. The Air Maintenance Device shall be equipped with an adjustable pressure regulator that is capable of setting the required pressure for the fire sprinkler system. The Air Maintenance Device shall be listed or approved for fire sprinkler application.

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, inspect and test to acceptance in accordance with NFPA 13 and NFPA 25.
 - .1 Hydrostatically test system to 1400 kPa (200 PSI) for two (2) hours.
 - .2 In addition, conduct an air pressure leakage test at 276 kPa (40 PSI) for minimum of 24 hours. Any leakage that results in a pressure loss of 10.3 kPa (1.5 PSI) in 24 hours shall be corrected.
 - .2 Install all new equipment and devices in accordance with manufacturers' instructions and NFPA 13 requirements.
 - .3 Testing to be witnessed by authority having jurisdiction.
 - .4 Replace existing dry piping and sprinkler heads where indicated in Ice Tank Facility. Install new nitrogen generation system at sprinkler header and fill system with nitrogen. Connect new generator system to existing compressor circuit. Run drain line to nearest floor drain. Install nitrogen purge valve in dry system test connection. Test nitrogen purity in system until it reaches 98%.

3.2 INSTALLATION
(Cont'd)

- .5 Install spare parts cabinet. Install dry system hydraulic characteristics sign at existing dry pipe valve.
- .6 Valve identification:
 - .1 Identify drain valve, by-pass valves and main shut-off valve and all auxiliary valves.
- .7 The Ice Tank Facility has high ceilings with a large amount of infrastructure suspended from them, including refrigeration piping and evaporator units, unit heaters and glycol piping, catwalks, lighting, and other systems. In addition to the ceilings, the facility has an overhead bay crane and carriages that operate over the tank. Contractor to provide a plan as to how they will access the sprinkler piping. Contractor to coordinate movement of crane and carriages during construction with Owner.
- .8 Provide fire watch services during system down time.

3.3 FIELD PAINTING

- .1 Clean, pretreat, prime, and paint new systems including valves, piping, conduit, hangers, supports, miscellaneous metalwork, and accessories. Piping and hardware may be prepared and painted prior to installation and touched up when in place as required.
- .2 Apply coatings to clean, dry surfaces, using clean brushes.
- .3 Clean surfaces to remove dust, dirt, rust, and loose mill scale.
- .4 Immediately after cleaning, provide metal surfaces with one (1) coat of pretreatment primer applied to minimum dry film thickness of 0.3 ml, and one coat of zinc chromate primer applied to minimum dry film thickness of 1.0 ml.
- .5 Shield sprinkler heads with protective covering while painting is in progress.
- .6 Upon completion of painting, remove protective covering from sprinkler heads.
- .7 Remove sprinkler heads which have been painted and replace with new sprinkler heads.
- .8 Provide primed surfaces with following:
 - .1 Piping in Finished Areas:

-
- 3.3 FIELD PAINTING .8 (Cont'd)
(Cont'd) .1 (Cont'd)
- .1 Provide primed surfaces with one (1) coat of paint to match adjacent surfaces.
 - .2 Provide valves and operating accessories with one (1) coat of red alkyd gloss enamel applied to minimum dry film thickness of 1.0 mil.
 - .3 Provide piping with self-adhering red plastic bands spaced at maximum of 6 m intervals throughout piping systems.
- 3.4 FIELD QUALITY .1 Manufacturer's Field Services:
CONTROL .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - ACTION AND INFORMATIONAL SUBMITTALS.
- .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
 - .3 Schedule site visits, to review Work, as directed in PART 1 - QUALITY ASSURANCE.
- 3.5 CLEANING .1 Clean in accordance with Section 01 74 11 - Cleaning.
- .1 Remove surplus materials, excess materials, rubbish, tools and equipment.
- .2 Waste Management: separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction, Demolition, Waste Management and Disposal.

PART 1 - GENERAL

1.1 REFERENCE
STANDARDS

- .1 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-1.181-99, Ready-Mixed Organic Zinc-Rich Coating.
- .2 CSA Group (CSA)
 - .1 CAN/CSA B139-04, Installation Code for Oil Burning Equipment.
- .3 Green Seal Environmental Standards (GSES)
 - .1 Standard GS-11-2008, 2nd Edition, Environmental Standard for Paints and Coatings.
- .4 National Research Council Canada (NRC)
 - .1 National Fire Code of Canada 2015 (NFC).
- .5 South Coast Air Quality Management District (SCAQMD), California State, Regulation XI. Source Specific Standards
 - .1 SCAQMD Rule 1113-A2007, Architectural Coatings.
 - .2 SCAQMD Rule 1168-A2005, Adhesive and Sealant Applications.

1.2 ACTION AND
INFORMATIONAL
SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data:
 - .1 Provide manufacturer's printed product literature, specifications and datasheets for piping and equipment and include product characteristics, performance criteria, physical size, finish and limitations.

1.3 QUALITY
ASSURANCE

- .1 Sustainability Standards Certification:
 - .1 Low-Emitting Materials: provide listing of sealants and coatings used in building, comply with VOC and chemical component limits or restriction requirements.

1.4 DELIVERY,
STORAGE AND
HANDLING

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements and with manufacturer's written instructions.
 - .2 Delivery and Acceptance Requirements:
-

- 1.4 DELIVERY,
STORAGE AND
HANDLING
(Cont'd)
- .2 (Cont'd)
 - .1 Deliver materials to site in original factory packaging, labelled with manufacturer's name, address.
 - .3 Packaging Waste Management: remove for reuse and return by manufacturer of pallets, crates, padding, and packaging materials in accordance with Section 01 74 21 - Construction, Demolition, Waste Management and Disposal.

PART 2 - PRODUCTS

- 2.1 MATERIAL
- .1 Paint: zinc-rich to CAN/CGSB-1.181.
 - .1 Primers, Paints, Coating: in accordance with manufacturer's recommendations for surface conditions.
 - .2 Primer: maximum VOC limit 250 g/L to SCAQMD Rule 1113.
 - .3 Paints: maximum VOC limit 150 g/L to SCAQMD Rule 1113.
 - .2 Sealants: in accordance with Section 07 92 00 - Joint Sealants.
 - .1 Sealants: maximum VOC limit to SCAQMD Rule 1168.
 - .3 Sealants: maximum VOC limit to SCAQMD Rule 1168.
 - .4 Adhesives: maximum VOC limit to SCAQMD Rule 1168.
 - .5 Fire Stopping: in accordance with Section 07 84 00 - Fire Stopping.

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 CONNECTIONS TO
EQUIPMENT
- .1 In accordance with manufacturer's instructions unless otherwise indicated.
 - .2 Use valves and either unions or flanges for isolation and ease of maintenance and assembly.
-

3.2 CONNECTIONS TO
EQUIPMENT
(Cont'd)

- .3 Use double swing joints when equipment mounted on vibration isolation and when piping subject to movement.

3.3 CLEARANCES

- .1 Provide clearance around systems, equipment and components for observation of operation, inspection, servicing, maintenance and as recommended by manufacturer, National Fire Code of Canada, and CAN/CSA B139.
- .2 Provide space for disassembly, removal of equipment and components as recommended by manufacturer, CAN/CSA B139, and as indicated without interrupting operation of other system, equipment, components.

3.4 DRAINS

- .1 Install piping with grade in direction of flow except as indicated.
- .2 Install drain valve at low points in piping systems, at equipment and at section isolating valves.
- .3 Pipe each drain valve discharge separately to above floor drain.
.1 Discharge to be visible.
- .4 Drain valves: NPS 3/4 gate or globe valves unless indicated otherwise, with hose end male thread, cap and chain.

3.5 AIR VENTS

- .1 Install manual air vents at high points in piping systems.
- .2 Install isolating valve at each automatic air valve.
- .3 Install drain piping to approved location and terminate where discharge is visible.

3.6 DIELECTRIC
COUPLINGS

- .1 General: compatible with system, to suit pressure rating of system.
- .2 Locations: where dissimilar metals are joined.
- .3 NPS 2 and under: isolating unions or bronze valves.
- .4 Over NPS 2: isolating flanges.
-

3.7 PIPEWORK
INSTALLATION

- .1 Install pipework to codes/standards indicated in specific sections.
 - .2 Screwed fittings jointed with Teflon tape.
 - .3 Protect openings against entry of foreign material.
 - .4 Install to isolate equipment and allow removal without interrupting operation of other equipment or systems.
 - .5 Assemble piping using fittings manufactured to ANSI standards.
 - .6 Saddle type branch fittings may be used on mains if branch line is no larger than half size of main.
 - .1 Hole saw (or drill) and ream main to maintain full inside diameter of branch line prior to welding saddle.
 - .7 Install exposed piping, equipment, rectangular cleanouts and similar items parallel or perpendicular to building lines.
 - .8 Install concealed pipework to minimize furring space, maximize headroom, conserve space.
 - .9 Slope piping, except where indicated, in direction of flow for positive drainage and venting.
 - .10 Install, except where indicated, to permit separate thermal insulation of each pipe.
 - .11 Group piping wherever possible and as indicated.
 - .12 Ream pipes, remove scale and other foreign material before assembly.
 - .13 Use eccentric reducers at pipe size changes to ensure positive drainage and venting.
 - .14 Provide for thermal expansion as indicated.
 - .15 Valves:
 - .1 Install in accessible locations.
 - .2 Remove interior parts before soldering.
 - .3 Install with stems above horizontal position unless indicated.
 - .4 Valves accessible for maintenance without removing adjacent piping.
 - .5 Install globe valves in bypass around control valves.
-

- 3.7 PIPEWORK INSTALLATION (Cont'd)
- .15 (Cont'd)
 - .6 Use gateball or butterfly valves at branch take-offs for isolating purposes except where specified.
 - .7 Install butterfly valves on chilled water and related condenser water systems only.
 - .8 Install butterfly valves between weld neck flanges to ensure full compression of liner.
 - .9 Install plug cocks or ball valves for glycol.
 - .10 Use chain operators on valves NPS 2 1/2 and larger where installed more than 2400 mm above floor in Mechanical Rooms.
- 3.8 SLEEVES
- .1 General: install where pipes pass through masonry, concrete structures, fire rated assemblies, and as indicated.
 - .2 Material: schedule 40 black steel pipe.
 - .3 Construction: use annular fins continuously welded at mid-point at foundation walls and where sleeves extend above finished floors.
 - .4 Sizes: 6 mm minimum clearance between sleeve and uninsulated pipe or between sleeve and insulation.
 - .5 Installation:
 - .1 Concrete, masonry walls, concrete floors on grade: terminate flush with finished surface.
 - .2 Other floors: terminate 25 mm above finished floor.
 - .3 Before installation, paint exposed exterior surfaces with heavy application of zinc-rich paint to CAN/CGSB-1.181.
 - .6 Sealing:
 - .1 Foundation walls and below grade floors: fire retardant, waterproof non-hardening mastic.
 - .2 Elsewhere:
 - .1 Provide space for fire stopping.
 - .2 Maintain the fire-resistance rating integrity of the fire separation.
 - .3 Sleeves installed for future use: fill with lime plaster or other easily removable filler.
 - .4 Ensure no contact between copper pipe or tube and sleeve.
- 3.9 ESCUTCHEONS
- .1 Install on pipes passing through walls, partitions, floors, and ceilings in finished areas.
-

- 3.9 ESCUTCHEONS
(Cont'd)
- .2 Construction: one piece type with set screws.
 - .1 Chrome or nickel plated brass or type 302 stainless steel..
 - .3 Sizes: outside diameter to cover opening or sleeve.
 - .1 Inside diameter to fit around pipe or outside of insulation if so provided.
- 3.10 PREPARATION
FOR FIRE STOPPING
- .1 Coordinate the installation of fire stopping around pipes, insulation and adjacent fire separation in accordance with Section 07 84 00 - Fire Stopping.
 - .2 Pipes subject to movement: conform to fire stop system design listing to ensure pipe movement without damaging fire stopping material or installation.
 - .3 Insulated pipes: ensure integrity of insulation and vapour barriers.
- 3.11 FLUSHING OUT
OF PIPING SYSTEMS
- .1 Flush system in accordance with specific sections.
 - .2 Before start-up, clean interior of piping systems in accordance with requirements of Section 01 74 11 - Cleaning supplemented as specified in relevant mechanical sections.
 - .3 Preparatory to acceptance, clean and refurbish equipment and leave in operating condition, including replacement of filters in piping systems.
- 3.12 PRESSURE
TESTING OF
EQUIPMENT AND
PIPEWORK
- .1 Advise Departmental Representative 48 hours minimum prior to performance of pressure tests.
 - .2 Pipework: test as specified in relevant sections of heating, ventilating and air conditioning work.
 - .3 Maintain specified test pressure without loss for 4 hours minimum unless specified for longer period of time in relevant mechanical sections.
 - .4 Prior to tests, isolate equipment and other parts which are not designed to withstand test pressure or media.
 - .5 Conduct tests in presence of Departmental Representative.
-

PART 1 - GENERAL

1.1 REFERENCES

- .1 American National Standards Institute/American Society of Mechanical Engineers (ANSI/ASME).
 - .1 ANSI/ASME B31.1-07, Power Piping.
- .2 American Society for Testing and Materials International (ASTM).
 - .1 ASTM A 125-1996(2007), Standard Specification for Steel Springs, Helical, Heat-Treated.
 - .2 ASTM A 307-07b, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
 - .3 ASTM A 563-07a, Standard Specification for Carbon and Alloy Steel Nuts.
- .3 Factory Mutual (FM).
- .4 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
 - .1 Material Safety Data Sheets (MSDS).
- .5 Manufacturer's Standardization Society of the Valves and Fittings Industry (MSS).
 - .1 MSS SP 58-2002, Pipe Hangers and Supports - Materials, Design and Manufacture.
 - .2 ANSI/MSS SP69-2003, Pipe Hangers and Supports - Selection and Application.
 - .3 MSS SP 89-2003, Pipe Hangers and Supports - Fabrication and Installation Practices.
- .6 Underwriter's Laboratories of Canada (ULC).

1.2 SUBMITTALS

- .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
 - .2 Submit shop drawings and product data for following items:
 - .1 Bases, hangers and supports.
 - .2 Connections to equipment and structure.
 - .3 Structural assemblies.
 - .3 Quality assurance submittals: submit following in accordance with Section 01 33 00 - Submittal Procedures.
 - .1 Instructions: submit manufacturer's installation instructions.
 - .4 Closeout Submittals:
-

1.2 SUBMITTALS .4 (Cont'd)
(Cont'd)
.1 Provide maintenance data for incorporation into manual specified in Section 01 78 00 - Closeout Submittals.

1.3 QUALITY .1 Health and Safety:
ASSURANCE .1 Do construction occupational health and safety in accordance with Sections 00 15 45 - General and Fire Safety Requirements and 01 35 29.06 - Health and Safety Requirements.

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

PART 2 - PRODUCTS

2.1 SYSTEM .1 Design Requirements:
DESCRIPTION .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 MSS SP 58. ASME B31.1 or
.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.

2.2 GENERAL

- .1 Fabricate hangers, supports and sway braces in accordance with ANSI B31.1 and MSS SP 58.
- .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: No finish for steel piping.
 - .2 Ensure steel hangers in contact with copper piping are copper plated 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 and locknut.
 - .1 Rod: 9 mm UL listed.
 - .2 Cold piping NPS 2 1/2 or greater, hot piping: malleable iron beam clamp, eye rod, jaws and extension with carbon steel retaining clip, tie rod, nuts and washers, UL listed FM approved to MSS-SP 58 and MSS-SP 69.
 - .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.
 - .2 Cold piping NPS 2 1/2 or greater, hot piping: malleable iron top-of-beam jaw-clamp with hooked rod, spring washer, plain washer and nut UL listed FM approved.
 - .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:
 - .1 Trapeze hanger assemblies:.
 - .2 Steel brackets:.
 - .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.
-

2.3 PIPE HANGERS
(Cont'd)

- .6 (Cont'd)
 - .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 black.
 - .2 Attachments for copper piping: copper plated black steel.
 - .3 Use insulation shields for hot pipework.
 - .4 Oversize pipe hangers and supports.
- .8 Adjustable clevis: material to MSS SP 69 UL listed, clevis bolt with nipple spacer and vertical adjustment nuts above and below clevis.
 - .1 Ensure "U" has hole in bottom for rivetting to insulation shields.
- .9 Yoke style pipe roll: carbon steel yoke, rod and nuts with cast iron roll, to MSS SP 69.
- .10 U-bolts: carbon steel to MSS SP 69 with 2 nuts at each end to ASTM A 563.
 - .1 Finishes for steel pipework: black.
 - .2 Finishes for copper, glass, brass or aluminum pipework: black, with formed portion plastic coated.
- .11 Pipe rollers: cast iron roll and roll stand with carbon steel rod to MSS SP 69.

2.4 RISER CLAMPS

- .1 Steel or cast iron pipe: black carbon steel to MSS SP 58, type 42, UL listed.
- .2 Copper pipe: carbon steel copper plated to MSS SP 58, type 42.
- .3 Bolts: to ASTM A 307.
- .4 Nuts: to ASTM A 563.

2.5 INSULATION
PROTECTION SHIELDS

- .1 Insulated cold piping:
 - .1 64 kg/m³ 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 EQUIPMENT SUPPORTS .1 Fabricate equipment supports not provided by equipment manufacturer from structural grade steel meeting requirements of Section 05 50 00 - Metal Fabrications. Submit calculations with shop drawings.

2.7 EQUIPMENT ANCHOR BOLTS AND TEMPLATES .1 Provide templates to ensure accurate location of anchor bolts.

2.8 OTHER EQUIPMENT SUPPORTS .1 Fabricate equipment supports from structural grade steel meeting requirements of Section 05 50 00 - Metal Fabrications.
.2 Submit structural calculations with shop drawings.

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 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.

3.2 INSTALLATION
(Cont'd)

- .5 Provide supplementary structural steelwork where structural bearings do not exist or where concrete inserts are not in correct locations.

3.3 HANGER SPACING

- .1 Plumbing piping: to Canadian Plumbing Code.
- .2 Fire protection: to applicable fire code.
- .3 Copper piping: up to NPS 1/2: every 1.5 m.
- .4 Steel pipe: in accordance with table below, but not less than one hanger at joints. Table listing for straight runs without concentrated loads and where full linear movement is not required.

.5 Within 300 mm of each elbow.

Maximum Pipe Size : NPS	Maximum Spacing Steel	Maximum Spacing Copper
up to 1-1/4	2.1 m	1.8 m
1-1/2	2.7 m	2.4 m
2	3.0 m	2.7 m
2-1/2	3.6 m	3.0 m
3	3.6 m	3.0 m
3-1/2	3.9 m	3.3 m
4	4.2 m	3.6 m
5	4.8 m	
6	5.1 m	
8	5.7 m	
10	6.6 m	
12	6.9 m	

- .6 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.

- 3.5 HORIZONTAL MOVEMENT
(Cont'd)
- .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 FIELD QUALITY CONTROL
- .1 Site Tests: conduct following tests in accordance with Section 01 45 00 - Quality Control and submit report as described in PART 1 - SUBMITTALS.
- 3.8 CLEANING
- .1 Clean in accordance with Section 01 74 11 - Cleaning.
- .2 Waste Management: separate waste materials for reuse or recycling in accordance with Section 01 74 21 - Construction Waste Management and Disposal.

PART 1 - GENERAL

- 1.1 SUMMARY .1 Section Includes:
.1 Vibration isolation materials and components, seismic control measures and their installation.
- 1.2 REFERENCE STANDARDS .1 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
.1 Safety Data Sheets (SDS)
- .2 National Fire Protection Association (NFPA)
.1 NFPA 13-2019, Standard for the Installation of Sprinkler Systems.
- .3 National Research Council Canada (NRC)
.1 National Building Code of Canada 2015 (NBC).
- 1.3 ACTION AND INFORMATIONAL SUBMITTALS .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
.1 Submit manufacturer's printed product literature, specifications and datasheet in accordance with Section 01 33 00 - Submittal Procedures. Include product characteristics, performance criteria, and limitations.
.1 Submit one copy of Workplace Hazardous Materials Information System (WHMIS) Safety Data Sheets (SDS) in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit shop drawings in accordance with Section 01 33 00 - Submittal Procedures.
.1 Shop drawings: Submit drawings stamped and signed by professional engineer registered or licensed in Newfoundland and Labrador, Canada.
.2 Provide separate shop drawings for each isolated system complete with performance and product data.
- .3 Quality assurance submittals: submit following in accordance with Section 01 33 00 - Submittal Procedures.
.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.
-

- 2.1 SEISMIC CONTROL MEASURES (Cont'd)
- .2 (Cont'd)
 - .3 Compatible with requirements for anchoring and guiding of piping systems.
 - .3 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 connections to isolated equipment do not reduce system flexibility and that piping 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.

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

- 3.3 CLEANING
(Cont'd)
- .2 Upon completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

PART 1 - GENERAL

- 1.1 SUMMARY .1 Section Includes:
.1 Materials and requirements for the identification of piping systems, duct work, valves and controllers, including the installation and location of identification systems.
- 1.2 REFERENCES .1 Canadian General Standards Board (CGSB).
.1 CAN/CGSB-1.60-97, Interior Alkyd Gloss Enamel.
.2 CAN/CGSB-24.3-92, Identification of Piping Systems.
.2 National Fire Protection Association (NFPA).
.1 NFPA 13-2019, Standard for the Installation of Sprinkler Systems.
.2 NFPA 20-2019, Standard for the Installation of Stationary Pumps for Fire Protection.
- 1.3 SUBMITTALS .1 Product Data:
.2 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
.3 Product data to include paint colour chips, other products specified in this section.
- 1.4 QUALITY ASSURANCE .1 Quality assurance submittals: submit following in accordance with Section 01 33 00 - Submittal Procedures.
.2 Health and Safety:
.1 Do construction occupational health and safety in accordance with Sections 00 15 45 - General and Fire Safety Requirements and 01 35 29.06 - Health and Safety Requirements.
- 1.5 DELIVERY, STORAGE, AND HANDLING .1 Packing, shipping, handling and unloading:
.1 Deliver, store and handle in accordance with Section 01 61 00 - Common Product Requirements.
.2 Deliver, store and handle materials in accordance with manufacturer's written instructions.
.2 Waste Management and Disposal:
-

2.2 SYSTEM

.3	(Cont'd)			
8	25 x 125	2	8	
9	35 x 200	1	20	

.2 Use maximum of 25 letters/numbers per line.

2.3 IDENTIFICATION
OF PIPING SYSTEMS

- .1 Identify contents by background colour marking, pictogram (as necessary), legend; direction of flow by arrows. To CAN/CGSB 24.3 except where specified otherwise.
- .2 Pictograms:
 - .1 Where required: Workplace Hazardous Materials Information System (WHMIS) regulations.
- .3 Legend:
 - .1 Block capitals to sizes and colours listed in CAN/CGSB 24.3.
- .4 Arrows showing direction of flow:
 - .1 Outside diameter of pipe or insulation less than 75 mm: 100 mm long x 50 mm high.
 - .2 Outside diameter of pipe or insulation 75 mm and greater: 150 mm long x 50 mm high.
 - .3 Use double-headed arrows where flow is reversible.
- .5 Extent of background colour marking:
 - .1 To full circumference of pipe or insulation.
 - .2 Length to accommodate pictogram, full length of legend and arrows.
- .6 Materials for background colour marking, legend, arrows:
 - .1 Pipes and tubing 20 mm and smaller: waterproof and heat-resistant pressure sensitive plastic marker tags.
 - .2 Other pipes: pressure sensitive vinyl with protective overcoating, waterproof contact adhesive undercoating, suitable for ambient of 100% RH and continuous operating temperature of 150 degrees C and intermittent temperature of 200 degrees C.
- .7 Colours and Legends:
 - .1 Where not listed, obtain direction from Departmental Representative.
 - .2 Colours for legends, arrows: to following table:

2.3 IDENTIFICATION OF PIPING SYSTEMS (Cont'd) .7 (Cont'd)

Background colour:	Legend, arrows:
Yellow	BLACK
Green	WHITE
Red	WHITE

.3 Background colour marking and legends for piping systems:

Contents	Background colour marking	Legend
Domestic Cold Water	Green	DOM.CWS
Steam (103 kPa)	Yellow	103 kPa STEAM
Steam Condensate (Gravity)	Yellow	ST.COND.RET. (GRAVITY)
Steam Condensate (Pumped)	Yellow	ST.COND.RET. (PUMPED)
Safety Valve Vent	Yellow	STEAM VENT
Intermittent Blow-Off	Yellow	INT.BLOW-OFF
No. 2 Fuel Oil Supply	Yellow	#2 FUEL OIL SUPPLY
No. 2 Fuel Oil Return	Yellow	#2 FUEL OIL RETURN

2.4 IDENTIFICATION DUCTWORK SYSTEMS .1 50 mm high stencilled letters and directional arrows 150 mm long x 50 mm high.

.2 Colours: back, or co-ordinated with base colour to ensure strong contrast.

2.5 VALVES, CONTROLLERS .1 Brass tags with 12 mm stamped identification data filled with black paint.

.2 Include flow diagrams for each system, of approved size, showing charts and schedules with identification of each tagged item, valve type, service, function, normal position, location of tagged item.

2.6 CONTROLS COMPONENTS IDENTIFICATION .1 Identify all systems, equipment, components, controls, sensors with system nameplates specified in this section.

.2 Inscriptions to include function and (where appropriate) fail-safe position.

2.7 LANGUAGE .1 Identification in English.

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 TIMING .1 Provide identification only after painting has been completed.
- 3.3 INSTALLATION .1 Perform work in accordance with CAN/CGSB-24.3 except as specified otherwise.
- .2 Provide ULC and or CSA registration plates as required by respective agency.
- .3 Identify systems, equipment to conform to Public Works Standards.
- 3.4 NAMEPLATES .1 Locations:
.1 In conspicuous location to facilitate easy reading and identification from operating floor.
- .2 Standoffs:
.1 Provide for nameplates on hot and/or insulated surfaces.
- .3 Protection:
.1 Do not paint, insulate or cover.
- 3.5 LOCATION OF IDENTIFICATION ON PIPING AND DUCTWORK SYSTEMS .1 On long straight runs in open areas in boiler rooms, equipment rooms, galleries, tunnels: at not more than 17 m intervals and more frequently if required to ensure that at least one is visible from any one viewpoint in operating areas and walking aisles.
- .2 Adjacent to each change in direction.
- .3 At least once in each small room through which piping or ductwork passes.
- .4 On both sides of visual obstruction or where run is difficult to follow.
-

PART 1 - GENERAL

1.1 REFERENCES

- .1 Canadian Standards Association (CSA International).
 - .1 CSA C22.1-15, Canadian Electrical Code, Part 1 (22nd Edition), Safety Standard for Electrical Installations.
 - .2 CAN/CSA-C22.3 No. 1-15, Overhead Systems.
 - .3 CAN3-C235-83 (R2015), Preferred Voltage Levels for AC Systems, 0 to 50,000 V.
 - .4 CSA Z 462-12, Workplace Electrical Safety.
 - .5 CSA Z320, Building Commissioning.

1.2 DESIGN REQUIREMENTS

- .1 Operating voltages: to CAN3-C235-83 (R2015).
- .2 Language operating requirements: provide identification nameplates and labels for control items in English and French unless noted otherwise.
- .3 Where contractor is unsure of work to be performed, request direction from Departmental Representative prior to proceeding with work.

1.3 SUBMITTALS

- .1 Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
 - .2 Shop drawings:
 - .1 Identify on wiring diagrams circuit terminals and indicate internal wiring for each item of equipment and interconnection between each item of equipment.
 - .2 If changes are required, notify Departmental Representative of these changes.
 - .3 Quality Control: in accordance with Section 01 45 00 - Quality Control.
 - .1 Provide CSA certified equipment and material.
 - .2 Where CSA certified equipment and material is not available, submit such equipment and material to inspection authorities for special approval before delivery to site.
 - .3 Use new equipment and materials unless otherwise specified.
 - .4 Submit test results of installed electrical systems and instrumentation.
 - .5 Permits and fees: in accordance with General Conditions of Contract.
 - .6 Submit, upon completion of Work, load balance report as described in PART 3 - LOAD BALANCE.
-

1.3 SUBMITTALS
(Cont'd)

- .3 (Cont'd)
 - .7 Submit certificate of acceptance from authority having jurisdiction upon completion of Work to Departmental Representative.
- .4 Manufacturer's Field Reports: submit to Departmental Representative manufacturer's written report, verifying compliance of Work and electrical system and instrumentation testing, as described in PART 3 - FIELD QUALITY CONTROL.
- .5 Whenever it is proposed to make a change or changes in the design, agreement or type of equipment called for in this specification, the electrical contractor shall estimate the cost of same and submit in triplicate detailed itemized estimates of the costs of all apparatus, materials, and labour entering into the change or substitution.
- .6 Method of Procedure:
 - .1 Develop and submit a Standard Operating Procedure document describing safety measures for energization and de-energization of electrical and mechanical systems.

1.4 QUALITY
ASSURANCE

- .1 Quality Assurance: in accordance with Section 01 45 00 - Quality Control.
 - .2 Qualifications: electrical work to be carried out by qualified, licensed electricians or apprentices as per the conditions of Provincial Act respecting manpower vocational training and qualification.
 - .1 Employees registered in provincial apprentices program: permitted, under direct supervision of qualified licensed electrician, to perform specific tasks.
 - .2 The work of this division is to be carried out by a contractor who holds a valid electrical contractors license as issued by the Province of Newfoundland and Labrador.
 - .3 Site Meetings:
 - .1 Site Meetings: as part of Manufacturer's Field Services described in Part 3 - FIELD QUALITY CONTROL, schedule site visits, to review Work, as required.
 - .4 Health and Safety Requirements: do construction occupational health and safety in accordance with Sections 00 15 45 - General and Fire Safety Requirements and 01 35 29.06 - Health and Safety Requirements.
-

1.5 DELIVERY,
STORAGE AND
HANDLING

- .1 Material Delivery Schedule: provide Departmental Representative with schedule within 2 weeks after award of Contract.
- .2 Construction/Demolition Waste Management and Disposal: separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction, Demolition, Waste Management and Disposal.

1.6 SYSTEM STARTUP

- .1 Instruct Departmental Representative and operating personnel in operation, care and maintenance of systems, system equipment and components.
- .2 Arrange and pay for services of manufacturer's factory service representative to supervise start-up of installation, check, adjust, balance and calibrate components and instruct operating personnel.
- .3 Provide on-site services for as many visits as necessary to put equipment in operation, verify all electrical components, and ensure that operating personnel are conversant with aspects of its care and operation.

1.7 OPERATING
INSTRUCTIONS

- .1 Provide for each system and principal item of equipment as specified in technical sections for use by operation and maintenance personnel.
 - .2 Operating instructions to include following:
 - .1 Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
 - .2 Start up, proper adjustment, operating, lubrication, and shutdown procedures.
 - .3 Safety precautions.
 - .4 Procedures to be followed in event of equipment failure.
 - .5 Other items of instruction as recommended by manufacturer of each system or item of equipment.
 - .3 Print or engrave operating instructions and frame under glass or in approved laminated plastic.
 - .4 Post instructions where directed.
-

1.8 EXISTING SERVICES

- .1 Notify the Departmental Representative and utility companies of intended interruption of services and obtain the required permissions.
- .2 Carry out the work at times as directed by the Departmental Representative with minimum disturbances to users and operation of the building and parking lot.
- .3 Provide and pay for temporary services as required to maintain critical building and tenant systems.
- .4 Complete professional cleaning each day to ensure no construction debris on work surfaces.
- .5 Where work involves breaking into or connecting to existing services, give the Departmental Representative 48 hours of notice for necessary interruption of mechanical and electrical service throughout course of work. Keep the duration of interruptions to a minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.

1.9 FIRE PROTECTION

- .1 During the performance of the Work, provide and maintain temporary fire detection, alarm, and protection equipment as required by insurance companies having jurisdiction, governing codes, regulations, and by-laws.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- .1 Provide material and equipment in accordance with Section 01 61 00 - Common Product Requirements.
 - .2 Material and equipment to be CSA certified. Where CSA certified material and equipment is are not available, obtain special approval from inspection authorities before delivery to site and submit such approval as described in PART 1 - SUBMITTALS.
 - .3 Factory assemble control panels and component assemblies.
 - .4 Equipment to be rated for service to which it is applied; including voltage class, continuous current rating, interrupting rating, and environmental condition.
-

- 2.2 ELECTRIC MOTORS, EQUIPMENT AND CONTROLS
- .1 Verify installation and co-ordination responsibilities related to equipment and controls, as indicated.
 - .2 Control wiring and conduit: conduit, wiring and connections below 50 V which are related to control systems specified in mechanical sections and as shown on mechanical drawings. Shall comply with requirements of Division 26 for standard of quality.
- 2.3 WARNING SIGNS
- .1 Warning Signs: in accordance with requirements of inspection authorities .
 - .2 Decal signs, minimum size 175 x 250 mm.
- 2.4 OPERATION AND MAINTENANCE MANUAL
- .1 Provide operation and maintenance data for incorporation into manual specified in Section 01 78 00 - Closeout Submittals.
 - .2 Operation and maintenance manual to be approved by, and final copies deposited with Departmental Representative before final inspection.
 - .3 Operation data to include:
 - .1 Description and operation of each system.
 - .2 Operating instructions for each system.
 - .4 Maintenance data shall include:
 - .1 Servicing, maintenance, operation and trouble shooting instructions for each system and item of equipment.
 - .2 Data to include schedule of tasks frequency and tools required.
- 2.5 WIRING TERMINATIONS
- .1 Ensure lugs, terminals, screws used for termination of wiring are suitable for either copper or aluminum conductors.
- 2.6 EQUIPMENT IDENTIFICATION
- .1 Identify electrical equipment with nameplates and labels as follows:
 - .1 Nameplates: lamicoid 3 mm thick plastic engraving sheet , black face, white core, lettering accurately aligned and engraved into core mechanically attached with self tapping screws.
 - .2 Sizes as follows:
-

2.6 EQUIPMENT
IDENTIFICATION
(Cont'd)

NAMEPLATE SIZES

Size 1	10 x 50 mm	1 line	3 mm high letters
Size 2	12 x 70 mm	1 line	5 mm high letters
Size 3	12 x 70 mm	2 lines	3 mm high letters
Size 4	20 x 90 mm	1 line	8 mm high letters
Size 5	20 x 90 mm	2 lines	5 mm high letters
Size 6	25 x 100 mm	1 line	12 mm high letters
Size 7	25 x 100 mm	2 lines	6 mm high letters

- .2 Labels: embossed plastic labels with 6 mm high letters unless specified otherwise.
- .3 Wording on nameplates and labels to be approved by Departmental Representative prior to manufacture.
- .4 Allow for minimum of twenty-five (25) letters per nameplate and label.
- .5 Nameplates for terminal cabinets and junction boxes to indicate system and/or voltage characteristics.
- .6 Disconnects, starters and contactors: indicate equipment being controlled and voltage.
- .7 Terminal cabinets and pull boxes: indicate system and voltage.
- .8 Transformers: indicate capacity, primary and secondary voltages.

2.7 WIRING
IDENTIFICATION

- .1 Identify wiring with permanent indelible identifying markings, coloured plastic tapes, on both ends of phase conductors of feeders and branch circuit wiring.
- .2 Maintain phase sequence and colour coding throughout.
- .3 Colour coding: to CSA C22.1-15.

2.7 WIRING
IDENTIFICATION
(Cont'd)

- .4 Use colour coded wires in communications cables, matched throughout system.

2.8 CONDUIT AND
CABLE
IDENTIFICATION

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

	Prime	Auxiliary
up to 250 V	Yellow	
up to 600 V	Yellow	Green
Communication	Green	
Fire Alarm	Red	
Emergency	Red	Blue
Security Systems	Red	Yellow

2.9 FINISHES

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

PART 3 - EXECUTION

3.1 INSTALLATION

- .1 All work shall be done in accordance with the latest edition of the Canadian Electrical Code and the requirements of the authority having jurisdiction. Obtain all permits and inspections required by laws, ordinances, rules and regulations of authorities having jurisdiction and obtain certificates on such inspections and submit same. Pay all charges in connection therewith.

3.1 INSTALLATION
(Cont'd)

- .2 All equipment and exposed non-current carrying metal, conduits and parts to be permanently and effectively grounded to meet requirements of the CEC Section 10 and as indicated on drawings and as specified in Section 26 05 28: Grounding - Secondary. Standards set either by drawings or specifications which are above those covered by the CEC Section 10 are not to be reduced under any circumstances.
- .3 Prior to working on any electrical equipment, the upstream overcurrent protective device feeding the device shall be shut off, locked, and tagged in accordance with the requirements of CSA Z462, "Workplace Electrical Safety".
- .4 All electrical equipment to be securely and permanently fastened and or supported, and to be installed level and plumb.
- .5 Comply with all CSA electrical bulletins in force at the time of tender submission. While not identified or specified by reference number in this division, the bulletins shall be considered to form part of the related CSA Part II standard.

3.2 NAMEPLATES AND
LABELS

- .1 Ensure manufacturer's nameplates, CSA labels and identification nameplates are visible and legible after equipment is installed.
- .2 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.
- .3 Do not paint over registration plates or approval labels. Leave openings through insulation for viewing the plates. Contractors or sub-contractors nameplate are not acceptable.

3.3 CONDUIT AND
CABLE INSTALLATION

- .1 Install cables, conduits and fittings embedded or plastered over, close to building structure so furring can be kept to minimum.
-

3.6 CLEANING

- .1 Clean and touch up surfaces of shop-painted equipment scratched or marred during shipment or installation, to match original paint.
- .2 Clean and prime exposed non-galvanized hangers, racks and fastenings to prevent rusting.
- .3 All main electrical panels and equipment associated with this project to be totally cleaned and vacuumed. All Electrical Service Rooms associated with this project must be cleaned, sealed as required, and painted to match existing.

3.7 EXISTING
CONDITIONS

- .1 Contractor to visit site before tender to determine details of existing conditions. No extra will be allowed for items that a proper field visit would have shown as necessary.
- .2 Make connections to existing conditions at times approved by Departmental Representative. Request written approval of time when connections can be made.
- .3 Be responsible for damage to existing systems and equipment.

3.8 ELECTRICAL
DRAWINGS

- .1 The design drawings are partly diagrammatic and intended to convey that scope of work and indicated the general arrangement of systems and components. They should not be constructed as, or otherwise understood to be, fabrication drawings.
- .2 The drawings are not intended to show structural details or architectural features.
- .3 Do not determine locations of equipment and materials by measurement from drawings.

3.9 CUTTING AND
PATCHING

- .1 Install work in such a manner and at such time as will require a minimum of cutting and patching of the building structure.
 - .2 Holes in exposed locations, in or through existing floors, shall be drilled and smoothed by sanding, Use of jackhammer will not be permitted. Holes shall only be cored in locations specifically approved by the Departmental Representative.
-

3.12 APPROVAL OF
ALTERNATES

- .1 "Acceptable Alternates" means that products of the manufacturers given are the only acceptable products to be used on the project.
- .2 "Standard of Acceptance" means that the product named meets with the specifications in all regards and that the products of other acceptable manufacturers must have the same features and capacities.
- .3 Where reference is made to a materials standard and no acceptable material or manufacturer is listed, products are acceptable provided they are certified as meeting the reference standards.
- .4 Manufacturers, their agents or contractors supplying alternative products to be considered for acceptance shall submit written applications to the Departmental Representative.
- .5 Acceptance of alternates does not absolve Electrical Division from making all necessary adjustments to the work of other trades incurred by selection of alternative equipment or materials. Such adjustments are to be made at no additional cost to the Department.

PART 1 - GENERAL

- 1.1 REFERENCES
- .1 Canadian Standards Association (CSA International).
 - .1 CAN/CSA-C22.2 No.18 Outlet Boxes, Conduit Boxes, Fittings and Associated Hardware.
 - .2 CSA C22.2 No.65-13 (2016), Wire Connectors.
 - .2 Canadian Electrical Code (CEC).

PART 2 - PRODUCTS

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

- 2.2 ARMOURED CABLE CONNECTORS
- .1 For all conditions, use aluminum body connector, watertight design with non-magnetic stainless steel grounding ring.
 - .2 Where connector is used in NPS threadless opening, use rubber gasket between the outside of the enclosure and the fitting shoulder. Locknut shall be non-magnetic material.

PART 3 - EXECUTION

- 3.1 INSTALLATION
- .1 Remove insulation carefully from ends of conductors and:
-

3.1 INSTALLATION
(Cont'd)

.1

(Cont'd)

.1 Install mechanical pressure type connectors and tighten screws. Installation shall meet secureness tests in accordance with CSA C22.2 No.65.

.2 Install fixture type connectors and tighten. Replace insulating cap.

.3 Install bushing stud connectors in accordance with manufacturers requirements.

.4 Make all joints required in branch wiring #8 AWG and smaller utilizing twist-on pressure type connectors and tighten screws. Use appropriate compression tool recommended by manufacturer. Installation must meet secureness tests in accordance with CSA C22.2 no. 65.

.5 Make branch wiring joints larger than #8 AWG utilizing color-keyed, crimp type compression connectors (two hole, long barrel, tin-plated copper) complete with manufacturer approved compression tools. Apply a first layer of compound type tape followed by additional layers of vinyl tape. Bolt compression connectors together and torqued in accordance with manufacturer's recommendation. Heat shrink can also be used.

PART 1 - GENERAL

1.1 RELATED SECTIONS

- .1 Section 26 05 00 - Common Work Results for Electrical.
- .2 Section 26 05 20 - Wire and Box Connectors - 0 - 1000 V.
- .3 Section 26 05 34 - Conduits, Conduit Fastenings and Conduit Fittings.

1.2 REFERENCES

- .1 CSA C22.2 No.0.3-09 (R2014) Test Methods for Electrical Wires and Cables.
- .2 Canadian Electrical Code (CEC).

1.3 PRODUCT DATA

- .1 Submit product data in accordance with Section 01 33 00 - Submittal Procedures.

PART 2 - PRODUCTS

2.1 BUILDING WIRES

- .1 Copper conductors: stranded for 8 AWG and larger. Minimum size: 12 AWG.
- .2 Copper conductors: size as indicated, with 600 V insulation of chemically cross-linked thermosetting polyethylene material rated RW90 for building wiring and RWU90 for all underground wiring.
- .3 Copper conductors: size as indicated, with thermoplastic insulation type TW rated at 600 V for bonding conductors only.
- .4 All main feeders will be copper.

2.2 CONTROL CABLES

- .1 Type LVT: 2 soft annealed copper conductors, sized as indicated, with thermoplastic insulation, outer covering of thermoplastic jacket.
 - .2 Control circuit wiring 50V and less: Cat6A with Black jacket. FT6 rated for any cabling run in free air.
-

2.2 CONTROL CABLES .3 Special control cables as per drawings.
(Cont'd)

2.3 ARMOURED CABLES .1 Conductors: insulated, copper, size as indicated.
.2 Type: AC90.
.3 Armour: interlocking type fabricated from aluminum strip.
.4 Type: ACWU90 flame retardant jacket over armour, meeting the requirements of Vertical Tray Fire Test of CSA22.2, No. 0.3 with maximum flame travel of 1.2 m.
.5 Connectors: standard as required, complete with double split rings.

2.4 FIRE ALARM CABLES .1 Type FAS 105 to CSA C22.2 No. 208, PVC insulation size and quantity of conductors as indicated. Red PVC outer jacket.

PART 3 - EXECUTION

3.1 WIRING METHOD .1 Use RW90 copper conductors in EMT conduit for all power wiring unless indicated otherwise. AC90 is permitted for final connection to lighting fixture drops with maximum length of 3m, secured at 600mm spacing. Do not daisy chain between fixtures.
.2 Use RWU90 copper in rigid PVC conduit for all underground power.

3.2 GENERAL CABLE INSTALLATION .1 Terminate cables in accordance with Section 26 05 20.
.2 Cable Colour Coding: to Section 26 05 00.
.3 Conductor length for parallel feeders to be identical.
.4 Lace or clip groups of feeder cables at distribution centres, pull boxes, and termination points.

-
- 3.2 GENERAL CABLE
INSTALLATION
(Cont'd)
- .5 Wiring in walls: typically drop or loop vertically from above to better facilitate future renovations. Generally wiring from below and horizontal wiring in walls to be avoided unless indicated.
 - .6 Shared neutrals are not permitted.
- 3.3 INSTALLATION OF
BUILDING WIRES
- .1 Install in conduit systems in accordance with Section 26 05 34.
- 3.4 INSTALLATION OF
CONTROL CABLES
- .1 Install control cables in conduit.
 - .2 Ground control cable shield.
- 3.5 INSTALLATION OF
ARMOURED CABLES
- .1 Group cables wherever possible.
- 3.6 INSTALLATION OF
FIRE ALARM CABLES
- .1 Install in conduit systems in accordance with Section 26 05 34.
- 3.7 FIELD QUALITY
CONTROL
- .1 Perform tests in accordance with Section 26 05 00 -
 - .2 Perform tests using method appropriate to site
 - .3 Perform tests before energizing electrical system.

PART 1 - GENERAL

- 1.1 RELATED SECTIONS .1 Section 01 33 00 - Submittal Procedures.
- 1.2 REFERENCES .1 Canadian Standards Association (CSA International).
.1 CSA C22.1-15, Canadian Electrical Code, Part 1.
- 1.3 SUBMITTALS .1 Provide submittals in accordance with Section 01 33 00 - Submittal Procedures.
.2 Product Data:
.1 Provide manufacturer's printed product literature, specifications and datasheet and include product characteristics, performance criteria, physical size, finish and limitations.

PART 2 - PRODUCTS

- 2.1 JUNCTION AND PULL BOXES .1 Welded steel construction with screw-on flat covers for surface mounting.
.2 Covers with 25 mm minimum extension all around, for flush-mounted pull and junction boxes.
.3 Size junction and pull boxes as per Canadian Electrical Code requirements.

PART 3 - EXECUTION

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

3.2 IDENTIFICATION

- .1 Equipment Identification: to Section 26 05 00-
Common Work Results for Electrical.

- .2 Identification Labels: size 2 indicating system name
voltage and phase.

PART 1 - GENERAL

1.1 RELATED
SECTIONS

- .1 Section 01 33 00 - Submittal Procedures.

1.2 REFERENCES

- .1 Canadian Standards Association (CSA International).
 - .1 CAN/CSA C22.2 No. 18-98 (R2003), Outlet Boxes, Conduit Boxes, Fittings and Associated Hardware, A National Standard of Canada.
 - .2 CSA C22.2 No. 45-m1981(R2003), Rigid Metal Conduit.
 - .3 CSA C22.2 No. 56-04, Flexible Metal Conduit and Liquid-Tight Flexible Metal Conduit.
 - .4 CSA C22.2 No. 83-M1985(R2003), Electrical Metallic Tubing.
 - .5 CSA C22.2 No. 211.2-M1984 (R2003), Rigid PVC (Unplasticized) Conduit.

1.3 SUBMITTALS

- .1 Provide submittals in accordance with Section 01 33 00.
- .2 Product Data: Submit manufacturer's printed product literature, specifications and datasheets.
 - .1 Submit cable manufacturing data.
- .3 Quality assurance submittals:
 - .1 Test reports: submit certified test reports.
 - .2 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.
 - .3 Instructions: submit manufacturer's installation instructions.

PART 2 - PRODUCTS

2.1 CONDUITS

- .1 Electrical metallic tubing (EMT): to CSA C22.2 No. 83, with couplings.
 - .2 Rigid pvc conduit: to CSA C22.2 No. 211.2.
 - .3 Flexible metal conduit: to CSA C22.2 No. 56, aluminum, liquid-tight flexible metal.
-

- 2.2 CONDUIT
FASTENINGS
- .1 One hole steel straps to secure surface conduits 50 mm and smaller.
 - .1 Two hole steel straps for conduits larger than 50 mm.
 - .2 Beam clamps to secure conduits to exposed steel work.
 - .3 Channel type supports for two or more conduits at code spacing.
 - .4 Threaded rods, 6 mm diameter, to support suspended channels.

- 2.3 CONDUIT
FITTINGS
- .1 Fittings: to CAN/CSA C22.2 No. 18, manufactured for use with conduit specified. Coating: same as conduit.
 - .2 Ensure factory "ells" where 90, 45, or 22.5 degree bends for 25 mm and larger conduits.
 - .3 Steel Connectors and couplings for EMT.
 - .1 Die-cast fittings are not acceptable.
 - .2 All connectors to be c/w insulated throats.

- 2.4 FISH CORD
- .1 Polypropylene.

PART 3 - EXECUTION

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

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

3.2 INSTALLATION
(Cont'd)

- .3 Conceal conduits except in mechanical and electrical service rooms and in unfinished areas.
 - .4 Use EMT conduit for all wiring except where specified otherwise.
 - .1 All control wiring for this project shall be installed in conduit.
 - .5 Use rigid PVC conduit for underground and exterior runs, and for exposed conduit runs in the garage and in damp or wet locations, except where specified otherwise.
 - .6 Wiring for branch circuits powered from the emergency power system shall be run in separate conduit from the other systems.
 - .7 Use flexible metal conduit for final connection to motors and other vibrating equipment in dry areas.
 - .8 Use liquid-tight flexible metal conduit and liquid-tight fittings for all indoor runs in damp or wet locations.
 - .9 Minimum conduit size: 21 mm.
 - .10 Bend conduit cold:
 - .1 Replace conduit if kinked or flattened more than 1/10th of its original diameter.
 - .11 Mechanically bend steel conduit over 21 mm diameter. Conduits 35mm or larger are to be bent using a hydraulic bender or use factory bends. Conduits found to be bent using methods other than above will be removed.
 - .12 Field threads on rigid conduit must be of sufficient length to draw conduits up tight.
 - .13 Install fish cord in empty conduits.
 - .14 Remove and replace blocked conduit sections. Do not use liquids to clean out conduits.
 - .15 Dry conduits out before installing wire.
 - .16 Conduits which penetrate through fire walls are to be sealed using approved fire stop material. Conduits which penetrate through non fire rated walls into other parts of the building are to be caulked.
-

3.2 INSTALLATION
(Cont'd)

- .17 Coordinate all conduit routings with the mechanical trades. Do not run conduits or zone conduits at elevations which may interfere with ventilation or other trades.

3.3 SURFACE
CONDUITS

- .1 Run parallel or perpendicular to building lines.
- .2 Run conduits in flanged portion of structural steel.
- .3 Group conduits wherever possible on suspended channels.
- .4 Do not pass conduits through structural members except as indicated.
- .5 Do not locate conduits less than 75 mm parallel to steam or hot water lines with minimum of 25 mm at crossovers.

3.4 CONCEALED
CONDUITS

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



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 that 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

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- IC 2 Risk Management**
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GENERAL INSUANCE COVERAGES

- GCI 1 Insured**
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COMMERCIAL GENERAL LIABILITY

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BUILDER'S RISK – INSTALLATION FLOATER – ALL RISKS

- BR 1 Scope of Policy**
- BR 2 Property Insured**
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- 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

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 Tender

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?
(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) No / Non Yes / Oui

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"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	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 :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :

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
			<i>Monty Fudge</i>
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
Tori Pelletier		Analyst, Security in Contracting	
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)		Title - Titre	Signature
Collin Long		Senior Contracting Officer	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
		Collin.Long@nrc-cnrc.gc.ca	November 16, 2021
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

COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel [COVID-19 vaccination requirement for supplier personnel - Buyandsell.gc.ca](https://buyandsell.gc.ca), all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.