

**WorkplaceNL**  
**2019-01-T**  
**Supply and Install Air Conditioning Unit in Computer Room**

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**Tender: 2019-01-T**  
**Supply and Install Air Conditioning Unit in Computer Room**

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**Issue Date: January 7, 2019**

**Closing Date: January 21, 2019 at 2:00pm (NL Time)**

**MANDATORY SITE VISIT REQUIRED on January 10, 2019**

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<b>SECTION 1 – SCOPE OF WORK AND SPECIFICATIONS</b>
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## **1.1 INTENT**

The Workplace Health, Safety and Compensation Commission (WorkplaceNL) invites submission on the tender call for the Supply and Installation of an Air Conditioning Unit in the Computer Room at WorkplaceNL's building located at 146-148 Forest Road, St. John's, NL.

## **1.2 OVERVIEW**

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the *Workplace Health, Safety and Compensation Act* (the Act). These services include promoting workplace health and safety in order to prevent and reduce workplace injuries and occupational disease. WorkplaceNL also works to ensure injured workers receive the best care possible and the benefits to which they are entitled; and facilitates recovery and return-to-work in an early and safe manner. In addition, WorkplaceNL administers an employer classification and assessment system, and must ensure adequate funding for services through sound financial management.

WorkplaceNL is organized along four main functional areas: 1) worker services; 2) employer services; 3) corporate services; and 4) financial services. These functional areas support the organization's three main lines of business:

1. Education on the prevention of workplace injuries, illnesses, and occupational disease;
2. Claims management for injured workers; and
3. Employer assessments (insurance coverage).

## **1.3 SCOPE OF WORK**

**1.3.1** WorkplaceNL is requesting the Supply and Installation of an Air Conditioning Unit in the Computer Room as per Appendix "D" – Computer Room Air Conditioning Unit Specifications. The work shall include the demolition and removal of the current Air Conditioning Unit, temporary cooling during the demolition and removal and the installation of a new Air Conditioning Unit.

The new Air Conditioning Unit must be a Liebert or approved equal. Approval of the equal or substitute must be obtained from WorkplaceNL at least seven days prior to the tender closing date. The proposed substitution shall show product name and complete specifications and be equal to or better than the named item. Accepted equals will be listed in an addendum five days prior to the tender closing date.

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**1.3.2 Foreman and Supervision**

While the work is ongoing, the successful Bidder shall assign a competent foreman and any necessary assistants to the work, who are satisfactory to WorkplaceNL. The foreman shall represent the successful Bidder in his absence, and all directions given to him shall be held to be given to the successful Bidder. The successful Bidder shall give efficient and appropriate supervision to the work, in a professional, skillful and safe manner.

**1.3.3 Inspection and Quality of Work**

**1.3.3.1** All plumbing, electrical and construction work must meet the most current requirements of the National Plumbing Code of Canada, Canadian Electrical Code and be in strict compliance with the National Building Code and all applicable rules and regulations that may be imposed by the Municipal and Provincial Governments, Fire Commissioner and WorkplaceNL.

**1.3.3.2** If the specifications, instructions, laws, ordinances or any public authority require any work to be specifically carried out, tested or approved, the successful Bidder shall give WorkplaceNL timely notice of its readiness for inspection and if the inspection is by an authority other than WorkplaceNL, the date and time must be fixed for such inspection.

**1.3.3.3** Re-examination of questioned work may be ordered by WorkplaceNL. If such work is in accordance with the agreement, WorkplaceNL shall pay the cost of re-examination. If such work is not in accordance with the agreement, through the fault of the successful Bidder, the successful Bidder shall pay such costs.

**1.3.4 Quality of Goods**

**1.3.4.1** Unless otherwise stated in the Tender, all material included in the Bid must be new, first quality goods. Used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Tender specifically request or otherwise states that such goods will be allowed.

**1.3.4.2** Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultants.

**1.3.4.3** The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Bidder agrees to indemnify and save harmless WorkplaceNL from and against all claims filed or prosecuted in any manner

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because of such use, repair, or replacement of the goods or services being a violation of any patent, trademark, or other right.

**1.3.5 Safety**

- 1.3.5.1** The successful Bidder is responsible for the safety of its employees while on the job site and must abide by WorkplaceNL's safety procedures as well as the requirements of the *Occupational Health and Safety Act*, R.S.N.L. 1990, c. O-3, and the Regulations thereto, as amended.
- 1.3.5.2** The successful Bidder must submit its Safety Policy Manual to WorkplaceNL within fourteen (14) days of award. The Safety Policy Manual must be acceptable to WorkplaceNL.
- 1.3.5.3** The successful Bidder must be **COR** certified through the Newfoundland and Labrador Construction Safety Association and must maintain their good standing throughout the duration of the agreement. A Certificate of Recognition program "letter of good standing" must accompany the Bid documents.
- 1.3.5.4** The successful Bidder and all persons assigned to perform services shall attend a safety meeting held by the Building Superintendent or his designate and shall complete WorkplaceNL's contractor orientation prior to the commencement of the services.
- 1.3.5.5** The successful Bidder shall ensure that its employees wear proper protection for the work; including but not limited to safety hats, safety shoes, eye or face protection, and other safety equipment at all times.

**1.3.6 Cleaning Up**

The successful Bidder shall at all times keep the premises free from accumulations of surplus materials caused by work. At the completion of the work, the successful Bidder shall remove all materials from and about the premises and all equipment, tools and surplus materials unless specifically outlined herein. In case of dispute, WorkplaceNL, in its sole discretion, may remove surplus materials and charge the cost to the successful Bidder.

**1.3.7 Changes and Extra Work**

WorkplaceNL may, at any time, without invalidating the agreement, make changes in the scope of work and may require the successful Bidder to perform changes and/or extra services. Changes may also include reduced servicing due to floor plan changes and/or period of renovation. Before any changes in the scope of work is instituted, such changes and/or extra work shall be authorized by a written change

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order specifying the basis of compensation to be paid to the successful Bidder. The value of any changes shall be determined in one or more of the following ways:

- by the successful Bidder's estimate in lump sum subject to acceptance by WorkplaceNL. The estimate must be submitted with a breakdown estimate for equipment, materials and labour, and signed quotations for any sub-contractors and supplies;
- by unit prices agreed upon; or
- by cost and percentages or by cost and a fixed sum as agreed between WorkplaceNL and the successful Bidder.

### **1.3.8 Hazardous or Controlled Products**

- 1.3.8.1** The successful Bidder shall comply with the current WHMIS regulations.
- 1.3.8.2** The successful Bidder shall not use or deliver a hazardous or controlled product, as defined by the *Hazardous Products Act*, R.S.C. 1985, c. H-3, as amended, for the purposes of the agreement without the prior approval of WorkplaceNL. If such products are approved by WorkplaceNL, the successful Bidder shall be familiar with and fully comply with the *Hazardous Products Act*, and the *Workplace Hazardous Materials Information System (WHMIS) Regulation* 1149/96 under the *Occupational Health and Safety Act*, R.S.N.L. 1990, c. O-3, as amended.
- 1.3.8.3** The successful Bidder shall ensure that a hazardous or controlled product is not used, stored or handled in the performance of services unless all of the requirements of the aforesaid *Act* and regulations in respect of labels, identifiers, material safety data sheets and worker education are complied with.
- 1.3.8.4** The successful Bidder shall ensure that each product has a MSDS sheet located in a binder on each floor; 1<sup>st</sup> floor storage room; 2<sup>nd</sup> floor janitor's room; & 3<sup>rd</sup> floor janitor's room. It is the responsibility of the successful Bidder to ensure these binders are updated when any new product had been added or any changes to existing products.
- 1.3.8.5** The successful Bidder shall ensure that all persons who work with a hazardous or controlled product or work in proximity to a hazardous or controlled product are informed about all hazard information received from the supplier of the said product as well as any other hazard information of which the successful Bidder is aware of, or ought to be aware of, concerning the use, storage and handling of the hazardous or controlled product.

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- 1.3.8.6** The successful Bidder shall ensure that, prior to delivery of the hazardous or controlled product to the job site; it is labeled with the supplier's label in accordance with requirements of the aforesaid Act and regulations. The successful Bidder shall provide WorkplaceNL with all such information prior to delivery of the hazardous or controlled product to the job site.

**1.3.9 Insurance and Bonding**

In addition to the insurance requirements outlined in the WorkplaceNL Standard Terms and Conditions, the successful Bidder shall, without limiting its obligation or liabilities and at its own expense, provide and maintain the following insurance in the forms and amounts acceptable to WorkplaceNL:

- Errors and Omissions insurance in an amount not less than \$5,000,000 insuring its liability resulting from errors and omissions in the performance of professional services under this Agreement; and
- Automobile Liability Insurance in an amount not less than \$2,000,000 per occurrence, including insurance against accidents while at the WorkplaceNL premises. The deductibles applicable to this insurance shall not exceed Five Thousand Dollars (\$5,000) per occurrence.

**1.3.10 Performance Bond and Failure to Complete Work**

- 1.3.10.1** The successful Bidder shall, within fourteen (14) days from the receipt of notification of acceptance of its Tender, furnish at its expense:

- A fifty thousand (\$50,000.00) Performance Bond (see Schedule "C", Performance Bond); or
- An irrevocable Letter of Credit from a chartered Canadian bank, in a form acceptable to WorkplaceNL, for an amount of not less than fifty thousand dollars (\$50,000.00). Such Letter of Credit shall expire forty-five (45) days following the date set herein for completion of the agreement and drafts drawn upon the Letter of Credit shall be exercised by advice to the Royal Bank of Canada, Main Branch, Water Street, St. John's, Newfoundland, Canada.

- 1.3.10.2** The Performance Security in the form of a letter of credit, subject to any adjustments as provided for in this document will be returned to the successful Bidder immediately following satisfactory completion of the agreement.

- 1.3.10.3** Where, in the opinion of WorkplaceNL, the successful Bidder has failed to perform its duties and obligations under the agreement, WorkplaceNL,

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shall use the Performance Security to provide for completion of the work, to the limits of the Performance Security as follows:

- Where, the Performance Security has been provided in the form of a Performance Bond, the work shall be completed in accordance with the terms and conditions stipulated in the Bond.
- Where the Performance Security has been provided in the form of a letter of credit, WorkplaceNL shall use sufficient funds obtained from the Performance Security to the limit of the Performance Security, to complete the work, including for any other costs and damages that WorkplaceNL may suffer.
- Any use of the Performance Security to secure completion of the work shall not invalidate any recourse WorkplaceNL may have under the agreement for damages for failure of the successful Bidder to perform under the agreement.

<b>SECTION 2 – INSTRUCTIONS TO BIDDERS</b>
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## **2.1 MANDATORY SITE ASSESSMENT/EXAMINATION**

Bidders must visit the project site at 10:00 am on Thursday, January 10, 2019 and become familiar with the surroundings and scope of work prior to submitting a Bid. Upon arrival for site assessment, please ask for Mr. Jerry Welsh, Building Superintendent. A “Declaration of Confidentiality/Conflict of Interest” in the form attached hereto must be completed upon visit to the site for the assessment/examination.

## **2.2 QUALIFICATIONS AND EXPERIENCE**

The successful Bidder must possess the necessary knowledge, skill and experience to supply and install the air conditioning unit in the computer room and must meet the following mandatory criteria:

- The successful Bidder must have a proven record of providing the services tendered with a minimum of five (5) years’ experience.

## **2.3 ELECTRONIC COPY OF DOCUMENT**

**2.3.1** WorkplaceNL reserves the right to modify the terms of the Tender by issuance of addenda at any time prior to closing. It is the responsibility of the Bidder to ensure that they monitor WorkplaceNL’s website (<http://www.workplacenl.ca>) for any addendum to the Tender issued up to and including the closing date.

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- 2.3.2** It is the Bidder's responsibility to ensure that they have received a complete set of documents. By submitting a Bid, the Bidder verifies that they have received a complete set of Tender documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the Tender are assumed to be accepted by the Bidder and incorporated in the Bid.
- 2.3.3** Bidders who have obtained the Tender electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

**2.4 QUESTIONS AND CLARIFICATION**

- 2.4.1** All inquiries related to this Tender must be directed in writing by January 16, 2019 by email to:

Nicole Bishop  
E-mail Address: [nicole.bishop@workplacenl.ca](mailto:nicole.bishop@workplacenl.ca)

- 2.4.2** All questions should include the Bidder's name and address, contact person's name, telephone number, fax number and email address, and the reference to the specific section and page number of the Tender in question.
- 2.4.3** To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a Bid, WorkplaceNL will post an addendum on its website which will be part of the Tender. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a Bid, or where the answer to the question posed may be found in the Tender. No responses shall be binding upon WorkplaceNL unless made in writing. Information obtained from any other source is not official and may be inaccurate and it is not binding.

**2.5 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- 2.5.1** Information pertaining to WorkplaceNL obtained by the Bidder as a result of participation in this Tender and/or negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.
- 2.5.2** The Tender and any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder without the permission of WorkplaceNL, other than for the submission of Bids.
- 2.5.3** All Bids submitted become the property of WorkplaceNL. By submitting a Bid, the Bidder hereby grants WorkplaceNL a license to distribute, copy, print, or translate



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the Bid for the purposes of the Tender. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the Bid.

- 2.5.4** The procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015*, S.N.L 2015 c. A-1.2, as amended (*ATIPPA*). The Bidder's Bid package may be subject to disclosure under the *ATIPPA*. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. WorkplaceNL cannot guarantee the confidentiality of the content of any Bid after the closing date. WorkplaceNL shall not be liable to any Bidder for any claim, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Bidder as a result of disclosure pursuant to the *Access to Information and Protection of Privacy Act, 2015*, S.N.L. 2015, c. A-1.2, as amended.
- 2.5.5** By submitting a bid, the Bidder agrees that it has identified any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA*. If no specific information has been identified it is assumed that, in the opinion of the Bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the *ATIPPA* and information may be released without further notice.
- 2.5.6** The financial value of a contract resulting from this procurement process will be publically released as part of the award notification process.

## **2.6 NO CLAIMS BY BIDDER**

- 2.6.1** By participating in the process outlined in this Tender document, the Bidder consents to the procedures as described in this Tender.
- 2.6.2** By submitting a bid, each Bidder irrevocably waives any claim, action or proceeding against WorkplaceNL, including without limitation any judicial review or injunction application, or against any of WorkplaceNL's employees, advisors or representatives for damages, expenses or costs including costs of bid preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of WorkplaceNL at any stage of the procurement process; if WorkplaceNL does not award or execute a contract; or, if WorkplaceNL is subsequently determined to have accepted a noncompliant bid or otherwise breached or fundamentally breached the terms of this procurement.

## **2.7 CONFLICT OF INTEREST**

- 2.7.1** The Bidder, its employees, officers, associates and/or approved sub-contractors shall not and will not have any conflict of interest (actual or potential) in submitting its Bid or, if selected, in providing services under the agreement. Where applicable, the Bidder must declare in its Bid any situation that may be a conflict of interest in

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submitting its Bid or, if selected, with the contractual obligations under the agreement.

**2.7.2** If, at the sole and absolute discretion of WorkplaceNL, the Bidder, its employees, officers, associates and/or approved sub-contractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the Tender or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder or terminate the agreement.

**2.7.3** Sub-contracting to any firm or individual whose current or past corporate or other interests may, in WorkplaceNL's opinion, give rise to an actual or perceived conflict of interest in connection with this Tender will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Tender.

## **2.8 AGREEMENT**

**2.8.1** The successful Bidder shall comply with the WorkplaceNL Standard Terms and Conditions attached hereto. To be eligible to provide services to WorkplaceNL, the successful Bidder shall initial all 5 pages of the WorkplaceNL Standard Terms and Conditions within the time frame established by WorkplaceNL. Any awards made pursuant to this Tender process are subject to receipt by WorkplaceNL of the initialed WorkplaceNL Standard Terms and Conditions.

**2.8.2** Claims made by the Bidder in the Bid will constitute Contractual warranties.

## **2.9 TENDER CLOSING AND DELIVERY**

**2.9.1** Bids must be in a sealed opaque envelope and/or sealed courier envelope clearly marked with the **Bidder's name, mailing address, and Tender number** and shall be addressed to the following:

<p><b>Tender 2019-01-T</b> <b>Supply and Install Air Conditioning Unit in Computer Room</b> <b>Attention: Nicole Bishop</b> WorkplaceNL 146-148 Forest Road P.O. Box 9000 St. John's, NL A1A 3B8</p>
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Bids must be received before 2:00 p.m. Newfoundland Time on Monday, January 21, 2019 at WorkplaceNL's St. John's office.

In the event that WorkplaceNL's St. John's office is closed due to poor weather conditions or other unscheduled closure, the Tender deadline will be extended to the next business day before 2:00 pm Newfoundland time.

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- 2.9.2** Bids must be time and date stamped at the time of delivery to the “Tender Submission Box” located in the main lobby of WorkplaceNL’s St. John’s office. WorkplaceNL has provided an electronic timer by the box for this purpose. Faxed or electronic tenders **will not** be accepted. It is the Bidder’s responsibility to ensure that the Bid has been time and date stamped and delivered to the Tender Submission Box. Couriers and taxicabs do not have access to the Tender Submission Box, and the onus is on the Bidder to confirm proper delivery to the Tender Submission Box.
- 2.9.3** Bidders will be solely responsible for the delivery of their Bids, in their entirety, in the manner and time prescribed. Bids, or any portion thereof, received after the closing time will be returned to the Bidder unopened. WorkplaceNL time clock will be deemed to be correct in the event of dispute.

**2.10 BID INSTRUCTIONS**

- 2.10.1** The Bidder must submit three (3) hard copies of the Bid and related documentation, including Appendix “A”, Check List.
- 2.10.2** The Bidder must submit one copy of the attached Appendix “B”, Bid Form, which must be signed by the Bidder or an authorized representative of the Bidder. If the Bidder is a corporation, the Bid must be signed by the authorized signing officer of the corporation.
- 2.10.3** It is essential that the Bid thoroughly addresses and completes each requirement identified in the Tender, as incomplete Bids may be declared “non-responsive”. Bids that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.
- 2.10.4** The Bid must include a written statement of the company history, including, but not limited to, the length of time in business, and the length of time supplying and installing air conditioning units of a similar size and scope AND/OR a written statement outlining the knowledge, skills and experience of the Bidder and describing how the Bidder meets the mandatory criteria listed in paragraph 2.2.1.
- 2.10.5** The Bid must include a Certificate of Recognition program “letter of good standing” which confirms that the Bidder is COR certified through the Newfoundland and Labrador Construction Safety Association.
- 2.10.6** The Bid shall be accompanied by a list with a minimum of three (3) client references with appropriate contact information who can provide evidence of previous experience providing similar services with comparable scope and tender value. This list shall include the name of a contact person for reference purposes. References may be contacted as part of the review process. The list of references should exclude any potential references from WorkplaceNL.

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- 2.10.7** The Bidder must describe the duration, type (e.g. on site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods. If the Bidder provides any additional/supplementary warranty coverage, the Bidder must describe this as well.
- 2.10.8** If warranties can be upgraded or extended, the Bidder must identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Bid price unless the Tender specifically states that the upgrade is a mandatory requirement.
- 2.10.9** The Bidder must acknowledge that they have read and understood any and all addenda in both the Appendix "A", Check List and the Appendix "B", Bid Form.
- 2.10.10** Shipping, cartage, lading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price.
- 2.10.11** By submitting a Bid, the Bidder guarantees that, unless the Tender specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to WorkplaceNL.
- 2.10.12** While WorkplaceNL has tried to ensure the accuracy of the Tender, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Bidders have resolved any questions they might have about the Tender and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their Bids. Nothing in the invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender.
- 2.10.13** Any error in the Bid is the responsibility of the Bidder. Submitted Bids may be amended prior to closing by submitting a complete new Bid clearly indicating it replaces the previously submitted Bid. Any such new Bid is subject to the requirements as outlined herein. The said new Bid replaces any other Bids previously submitted by the Bidder, and only the last of any new Bids received will be accepted.
- 2.10.14** Any Bid received in response to a Tender may be withdrawn by written request to WorkplaceNL, NICOLE BISHOP, Finance, but cannot be withdrawn, altered or changed in any way after the Tender Closing Date. All requests for withdrawal, amendment or submission of a replacement Bid must be submitted in writing on company letterhead or equivalent, and be signed by the Bidder, an authorized representative of the Bidder or, if a corporation, an authorized signing officer of the corporation.

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## **2.11 BID EVALUATION**

- 2.11.1** Tender evaluation and award of contract will be done in accordance with the *Public Procurement Act*, S.N.L. 2016, c. P-41.001, as amended, and WorkplaceNL's procedures.
- 2.11.2** Tenders will be opened publicly at the WorkplaceNL building in St. John's, immediately following the Tender closing in accordance with the Public Procurement Regulations, as amended. The names of all Bidders will be provided at public opening.
- 2.11.3** WorkplaceNL reserves the right to non-disclosure of pricing submitted by Bidders during the public opening. All Bidders will be notified electronically of the Bidder names and Bid prices within two (2) business days of the public opening. This information is for reference purposes only, and a full Bid evaluation will be conducted to determine the preferred supplier.
- 2.11.4** The Bid shall remain open for acceptance and is irrevocable for a period of ninety (90) days after the Tender closing date.
- 2.11.5** WorkplaceNL reserves the right to waive any minor irregularity or non-compliance where such irregularity or non-compliance is not of a material nature in its sole and absolute discretion. Such minor irregularity or non-compliance will be deemed substantial compliance and capable of acceptance. WorkplaceNL will be the sole judge of whether a Bid is accepted or rejected.
- 2.11.6** WorkplaceNL, in its sole discretion, reserves the right to cancel the Tender without award. WorkplaceNL reserves the right to accept or reject any or all Bids in whole or in part. WorkplaceNL is not bound to accept the lowest or any Bid.
- 2.11.7** The Bidder may be required to demonstrate financial stability, authorization to provide the good/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Tender requirements. WorkplaceNL reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.
- 2.11.8** WorkplaceNL, in its sole discretion, may assess the Bidders' experience and/or ability to provide the goods and/or services required and described in this Tender by checking the Bidders' references. A contract will not be awarded to any Bidder whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the Bid. WorkplaceNL reserves the sole discretion to determine whether the Bidder and its professional staff have the appropriate qualifications.

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- 2.11.9** WorkplaceNL reserves the right to disqualify any Bidder if the Bidder has either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.
- 2.11.10** WorkplaceNL reserves the right to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. WorkplaceNL will be the sole judge of equivalence.
- 2.11.11** Where applicable, all equipment must be certified by the appropriate regulatory agencies and/or must be approved by the appropriate Provincial agency.
- 2.11.12** Upon acceptance by WorkplaceNL, a written Bid acceptance will be forwarded to the successful Bidder.
- 2.11.13** In the event that the selected Bid(s) is higher than the budget approved by WorkplaceNL's Board of Directors, any awards made pursuant to this Tender process are subject to approval of the Board of Directors. In addition to any other rights of cancellation contained herein, WorkplaceNL, in its sole discretion, reserves the right to cancel this Tender without award should the Board of Directors not approve the award.

<b>SECTION 3: GENERAL</b>
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- 3.1** Payment of invoices will be through direct deposit. The successful Bidder is required to meet WorkplaceNL's billing and accounting requirements. The successful Bidder shall invoice WorkplaceNL electronically on a monthly basis. Invoices must be legible and clearly labeled with the successful Bidder's invoice number. The Bidder must acknowledge in the Appendix "A", Check List that the Bidder agrees to direct deposit and electronic invoicing.
- 3.2** The successful Bidder shall invoice WorkplaceNL indicating the times, date, and number of hours worked. The successful Bidder shall only be paid for those hours authorized and worked in accordance with the Agreement.
- 3.3** This Tender, all Bids, and any agreement will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.4** The Bidder shall not use WorkplaceNL's name or logo or make reference to this Tender in any advertising copy or other promotional materials or messages without WorkplaceNL's prior written consent.
- 3.5** WorkplaceNL reserves the right to tender any services by invited tender or public tender, as deemed necessary.

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**APPENDIX “A”**

**Check List  
Check Box to be completed and included with submission**

<b>Mandatory Site visit completed (2.1)</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
<b>Written Statement of Company History included in the submission (2.10.4)</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
<b>COR “letter of good standing” to be included in the submission (2.10.5)</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
<b>List of references included in the submission (2.10.6)</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
<b>Warranty Information on all Goods (2.10.7 and 2.10.8)</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
<b>Tender documents are completely read and understood</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
<b>All addenda (if applicable) are completely read and understood</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
<b>Checklist completed (Appendix “A”)</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>
<b>Bid form signed and completed as required in the submission (Appendix “B”)</b>	<b>YES <input type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>

**The Successful Bidder must provide the following within fourteen (14) days of award:**

- A list of employees, officers, associates and approved sub-contractor assigned to perform the services, including their job titles and qualifications as per Article 3 of WorkplaceNL Standard Terms and Conditions;
- Safety Manual as per Article 1.3.5.2;
- Performance Bond as per Article 1.3.10;
- Certificates of insurance as per Article 14 of WorkplaceNL Standard Terms and Conditions;
- Declarations of Confidentiality/Conflict of Interest signed by everyone who will perform services under the agreement as per Article 9 of WorkplaceNL Standard Terms and Conditions; and
- Initialed WorkplaceNL Standard Terms and Conditions.

**WorkplaceNL  
2019-01-T  
Supply and Install Air Conditioning Unit in Computer Room**

---

**APPENDIX "B"**

**Bid Form**

**Name of Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Dated at:** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2019**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Authorized Name (Printed)**

\_\_\_\_\_  
**Witness Name (Printed)**

**HST No.:** \_\_\_\_\_

Total Dollars Per Year (\$) \_\_\_\_\_ ) in Canadian Funds, **EXCLUDING** HST.

**Direct Deposit** **Agree**\_\_\_\_\_

**Electronic Invoicing** **Agree**\_\_\_\_\_

**Price Protection Period for 90 days** **Agree**\_\_\_\_\_

**I hereby acknowledge that I have read and understand any and all addenda** **Agree**\_\_\_\_\_



**WorkplaceNL**  
**2019-01-T**  
**Supply and Install Air Conditioning Unit in Computer Room**

---

**APPENDIX "C"**

**Form of Performance Bond**

No. \_\_\_\_\_

**\$50,000**

**KNOW ALL MEN BY THESE PRESENTS THAT**

\_\_\_\_\_, hereinafter called "**PRINCIPAL**" and \_\_\_\_\_ a corporations created and existing under the laws of \_\_\_\_\_ and duly authorized to transact the business of Surety ship in \_\_\_\_\_, hereinafter called "**SURETY**", are held and firmly bound unto Workplace Health, Safety and Compensation Commission, Hereinafter canned "**OB LIGEE**", in the amount of fifty thousand dollars (**\$50,000.00**) lawful money of Canada, for the payment of which sum, well and truly to be made, **PRINCIPAL** and **SURETY**, jointly and severally, bind themselves and each of them and their and each of their heirs, executors, administrators, successors and assigns firmly by these presents.

**WHEREAS, PRINCIPAL** has submitted a written Agreement to **OBLIGEE**, dated the \_\_\_\_\_ day of \_\_\_\_\_, which is by reference made part hereof and hereinafter referred to as the Agreement.

**NOW, THEREFORE, THE CONDITION OF THE OBLIGATION** is such that if **PRINCIPAL** shall promptly and faithfully perform the Agreement then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever **PRINCIPAL** shall be, and declared by **OBLIGEE** to be, in default under the Contract, **OBLIGEE** having performed **OBLIGEE's** obligations up to the time of default thereunder, **SURETY** may promptly remedy the default of shall promptly:

- a. Complete the Agreement in accordance with its terms and conditions; or
- b. Obtain a bid or bids for submission to **OBLIGEE** for completing the Agreement in accordance with its terms and conditions, and upon determination by **OBLIGEE** and **SURETY** of the lowest responsible bidder, arrange for an Agreement between such bidder and **OBLIGEE** and make available as work progresses (even though there should be a default, or a succession of defaults, under the Agreement or Agreement of completion, arranged under this paragraph) sufficient funds to pay for the cost of completion less the balance of the Agreement price; but not exceeding, including other costs and damages for which **SURETY** may be liable hereunder, the amount herein before set forth. The term "balance of Agreement price", as used in this paragraph, shall mean the total amount payable by **OBLIGEE** to **PRINCIPAL** under the Agreement, less the amount properly paid by **OBLIGEE** to **PRINCIPAL**,

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Agreement is due.

**WorkplaceNL**  
**2019-01-T**  
**Supply and Install Air Conditioning Unit in Computer Room**

---

**SURETY** shall not be liable for a greater sum than the specified amount of this Bond.

No right of action shall accrue on this Bond to, or for the use of, any person or corporation other than **OBLIGEE** named herein, or the heirs, executors, administrators, or successors of **OBLIGEE**.

**PROVIDED, HOWEVER**, that no variation or alteration which may be made in the Agreement, or in the extent, nature, or method of performance of the Services to be performed thereunder, and no extension of time given by **OBLIGEE** for the performance of the Agreement, nor any waiver, forbearance or forgiveness on the part of either **PRINCIPAL** or **OBLIGEE** to the other shall in any way release **PRINCIPAL** and **SURETY**, or either or them, or their heirs, executors, administrators, successors and assigns from their liability hereunder, notice to **SURETY** of such variation, alteration, extension, waiver, forbearance or forgiveness being hereby expressly waived.

**AND IT IS HEREBY DECLARED AND AGREED** that **SURETY** shall be liable under this obligation as fully as if it were **PRINCIPAL** and that nothing of any kind or nature whatsoever that will not discharge **PRINCIPAL** shall operate as a discharge or a release of liability to **SURETY**, any law, rule or usage relating to the liability of sureties to the contrary notwithstanding.

**IN TESTIMONY, WHEREOF, PRINCIPAL** has hereto set its hand and affixed its seal, and **SURETY** has caused its corporate seal to be affixed hereto, in accordance with its regulations and in the presence of its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE COMMON SEAL of PRINCIPAL**  
was hereon affixed in the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_(seal)  
**Principal**

**THE COMMON SEAL of SURETY**  
was hereon affixed in the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_(seal)  
**Surety**

**WorkplaceNL  
2019-01-T  
Supply and Install Air Conditioning Unit in Computer Room**

---

**APPENDIX “D”**

**Computer Room Air Conditioning Unit Specifications**

## GENERAL

## SAFETY

- [illegible]

1. CONDUCT OPERATIONS IN ACCORDANCE WITH LATEST EDITION OF THE NEWFOUNDLAND OCCUPATIONAL HEALTH AND SAFETY (OH&S) ACT AND REGULATIONS. PREPARE A DETAILED PROJECT HEALTH AND SAFETY RISK ASSESSMENT AND MANAGEMENT PLAN FOR THE OWNER. ASSESSMENT SHALL IDENTIFY, EVALUATE AND CONTROL JOB SPECIFIC HAZARDS AND THE NECESSARY CONTROL MEASURES TO BE IMPLEMENTED.
2. MAINTAIN A RECORD OF ALL PROJECT HEALTH AND SAFETY RISK ASSESSMENT AND MANAGEMENT PLAN UPON REQUEST TO OCCUPATIONAL HEALTH AND SAFETY BRANCH, DEPARTMENT OF LABOUR, PROVINCE OF NEWFOUNDLAND AND LABRADOR AND THE OWNER. COMPLY WITH OWNERS OCCUPATIONAL HEALTH AND SAFETY MANUAL. PROVIDE DAILY TOOLBOX DISCUSSIONS AND WORK ASSESSMENTS.
- 3.
- 4.

## PIPING

**WorkplaceNL**  
Health | Safety | Compensation

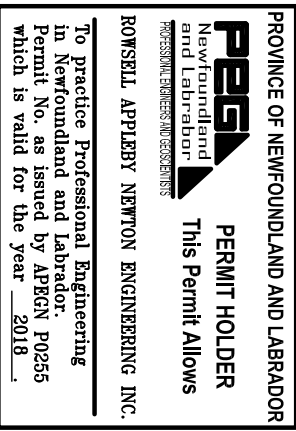
NOTES:

1. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. DO NOT SCALE FROM DRAWINGS.

## REVISIONS

A - PLAN, SECTION, ELEVATION, OR DETAIL NO.

B - NO. OF DRAWING WHERE ABOVE IS DRAWN



**RAN**  
1 Centennial St.  
Suite 101  
Mount Pearl, NL  
A1N 0C9  
T 709.754.9135

WORKPLACE NL  
COMPUTER ROOM AIR  
CONDITIONING UNIT

St. John's, NL

# DRAWING MECHANICAL SPECIFICATIONS, LEGEND & LIST OF DRAWINGS

OCT 2018



NOTES:  
1. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. DO NOT SCALE FROM DRAWINGS.

0	ISSUED FOR TENDER	11/13/18	D.B.	
NO.	DESCRIPTION	DATE	BY	
REVISIONS				



PROVINCE OF NEWFOUNDLAND AND LABRADOR  
PERMIT HOLDER  
This Permit Allows  
Doug W. Rowsell  
To Practice Professional Engineering  
Permit No. as Issued by APEON P2655  
Permit is valid for the year 2018 - 2019

CONSULTANT

**R | A | N**  
1 Centennial St.  
Suite 101  
Mount Pearl, NL  
A1N 1S2  
T 709/754-9155  
**ROWSSELL APPELEY NEWTON  
ENGINEERING INC**

PROJECT  
WORKPLACE NL  
COMPUTER ROOM AIR  
CONDITIONING UNIT

St. John's, NL

DRAWING

MECHANICAL  
DEMOLITION PLAN

DRAWN BY	C.R.	CHECKED BY	C.R.	APPROVED BY	C.R.
PROJECT NO.	18-069	DWG. FILE NO.	-	FILE NO.	-
DATE	OCT 2018	SCALE	AS NOTED	DRAWING NO.	M-2
				REV.	0

DRAWING NOTES:

- EXISTING CONDENSER AND ALL ASSOCIATED PIPING AND ELECTRICAL CONDUITS WITHIN CHAIN LINK ENCLOSURE TO BE REMOVED. ALL EQUIPMENT PIPING AND GASES TO BE DISPOSED OF AS PER NL ENVIRONMENTAL REGULATIONS.
- EXISTING CONDENSER AND ALL ASSOCIATED PIPING AND ELECTRICAL CONDUITS TO REMAIN AS IS. ALL EXISTING EQUIPMENT, PIPING AND CONDUITS TO REMAIN IS TO BE PROTECTED OR REINSTATED TO NEW CONDITION AT CONTRACTORS EXPENSE IF DAMAGED DURING THE COURSE OF THE NEW INSTALLATION. SEE DRAWING M-3.
- EXISTING REFRIGERANT PIPING SERVING EXISTING CONDENSER TO BE REMOVED. EXTERIOR WALL OPENINGS TO BE REUSED IN THE NEW INSTALLATION. SEE DRAWING M-3.
- EXISTING PIPE/CONDUIT SUPPORTS ATTACHED TO BUILDING STRUCTURE AND CHAINLINK ENCLOSURE TO BE REMOVED.
- EXISTING CONCRETE SUPPORT PAD TO REMAIN AS IS.
- EXISTING CONDENSER DISCONNECT/STARTER TO BE REMOVED.
- EXISTING UNIT HEATER TO REMAIN AS IS. SEE NOTE 2.
- EXISTING INTERIOR PIPE SUPPORTS TO REMAIN AND BE REUSED IN NEW INSTALLATION. SEE DRAWING M-3.
- EXISTING INERGEN STORAGE SITE AND DISPENSER PIPE SERVING COMPUTER ROOM 233 TO REMAIN AS IS. SEE NOTE 10 DRAWING M-3.
- EXISTING CONDENSATE DRAINAGE LINE UP THROUGH FLOOR SERVING EXISTING A/C UNIT IN COMPUTER ROOM 233 TO REMAIN AND BE REUSED IN THE NEW INSTALLATION. SEE DRAWING M-3.
- EXISTING DOMESTIC COLD WATER LINE UP THROUGH FLOOR SERVING EXISTING A/C UNIT HUMIDIFICATION IN COMPUTER ROOM 233 TO REMAIN AND BE REUSED IN THE NEW INSTALLATION. SEE DRAWING M-3.
- EXISTING REFRIGERANT LINES UP THROUGH FLOOR SERVING EXISTING A/C UNIT IN COMPUTER ROOM 233 TO BE REMOVED. FLOOR OPENINGS TO BE REUSED IN THE NEW INSTALLATION. SEE DRAWING M-3.
- EXISTING A/C UNIT IN COMPUTER ROOM 233 TO BE REMOVED. DISPOSE OF ALL EQUIPMENT, PIPING AND GASES AS PER NL ENVIRONMENTAL REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SPACE COOLING UNTIL NEW A/C UNIT HAS BEEN COMMISSIONED AND FUNCTIONING AS PER PROJECT SPECIFICATIONS. ENSURE TEMPORARY COOLING IS OPERATIONAL PRIOR TO SHUT DOWN OF EXISTING A/C UNIT.
- EXISTING WATER AND SMOKE DETECTORS BELOW RAISED FLOOR TO REMAIN AS IS. SEE NOTE 2.
- EXISTING CEILING MOUNTED SMOKE DETECTORS TO REMAIN AS IS. SEE NOTE 2.
- EXISTING CEILING MOUNTED SMOKE DETECTORS TO REMAIN AS IS. SEE NOTE 2.
- EXISTING PERFORATED RAISED FLOOR TILE TO BE RELOCATED TO POSITION INDICATED IN THE NEW LAYOUT. SEE DRAWING M-3.
- EXISTING SERVER RACKS TO REMAIN AS IS. COORDINATE WITH OWNER IF IT BECOMES EVIDENT DURING THE CONSTRUCTION THAT ANY OF THIS EQUIPMENT NEEDS TO BE MOVED.
- EXISTING FLOOR GRILLES IN RAISED FLOOR TO REMAIN AS IS.
- LOCATION OF TEMPORARY COOLING SYSTEM. CONTRACTOR TO SUPPLY AND INSTALL TEMPORARY COOLING SYSTEM EQUAL TO MONICOOL WITH MINIMUM 28.16 KW COOLING CAPACITY. CONTRACTOR TO COORDINATE LOCATION OF TEMPORARY DUCTING ON SITE WITH OWNER. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. ENSURE TEMPORARY COOLING IS OPERATIONAL PRIOR TO SHUT DOWN OF EXISTING A/C UNIT.

NOTES:  
1. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. DO NOT SCALE FROM DRAWINGS.

0	ISSUED FOR TENDER	11/13/18	D.B.	
NO.	DESCRIPTION	DATE	BY	
REVISIONS				

A A- PLAN SECTION, ELEVATION, OR DETAIL NO.  
B B- NO. OF DRAWING WHERE ABOVE IS DRAWN



PROVINCE OF NEWFOUNDLAND AND LABRADOR  
PERMIT HOLDER  
This Permit Allows  
Doug W. Rowsell  
Mechanical Engineering  
To Practice Professional Engineering  
Permit No. as Issued by APEON P0265  
Valid to 11/13/2018  
Rowsell, Appleby Newton Engineering Inc.  
7093/7549135

CONSULTANT

**R | A | N**  
ROWSSELL, APPLEBY NEWTON  
ENGINEERING INC.  
1 Centennial St.  
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Mount Pearl, NL  
A1N 1G2  
T 709/7549135

PROJECT  
WORKPLACE NL  
COMPUTER ROOM AIR  
CONDITIONING UNIT

St. John's, NL

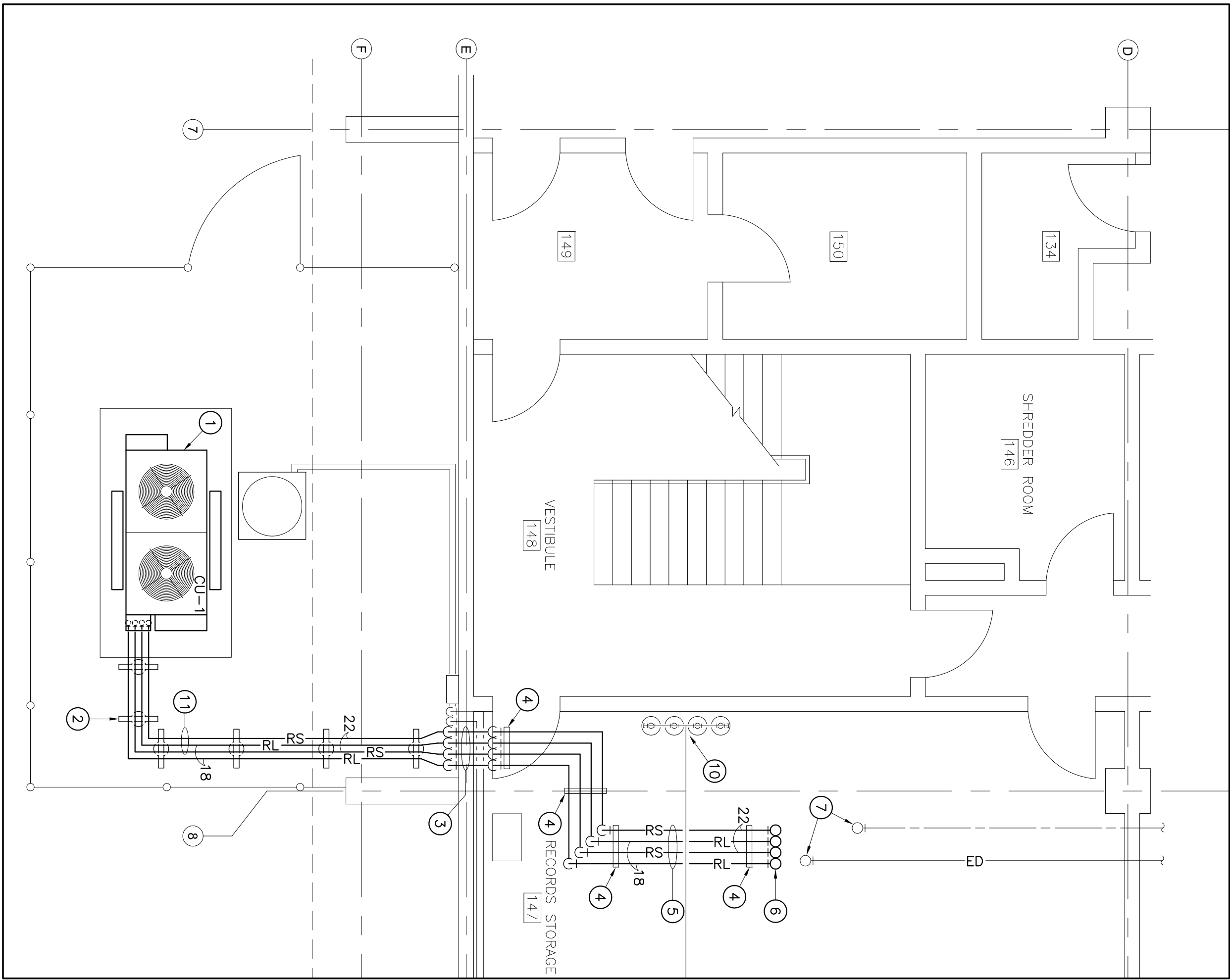
DRAWING

MECHANICAL  
NEW A/C SYSTEM PLAN

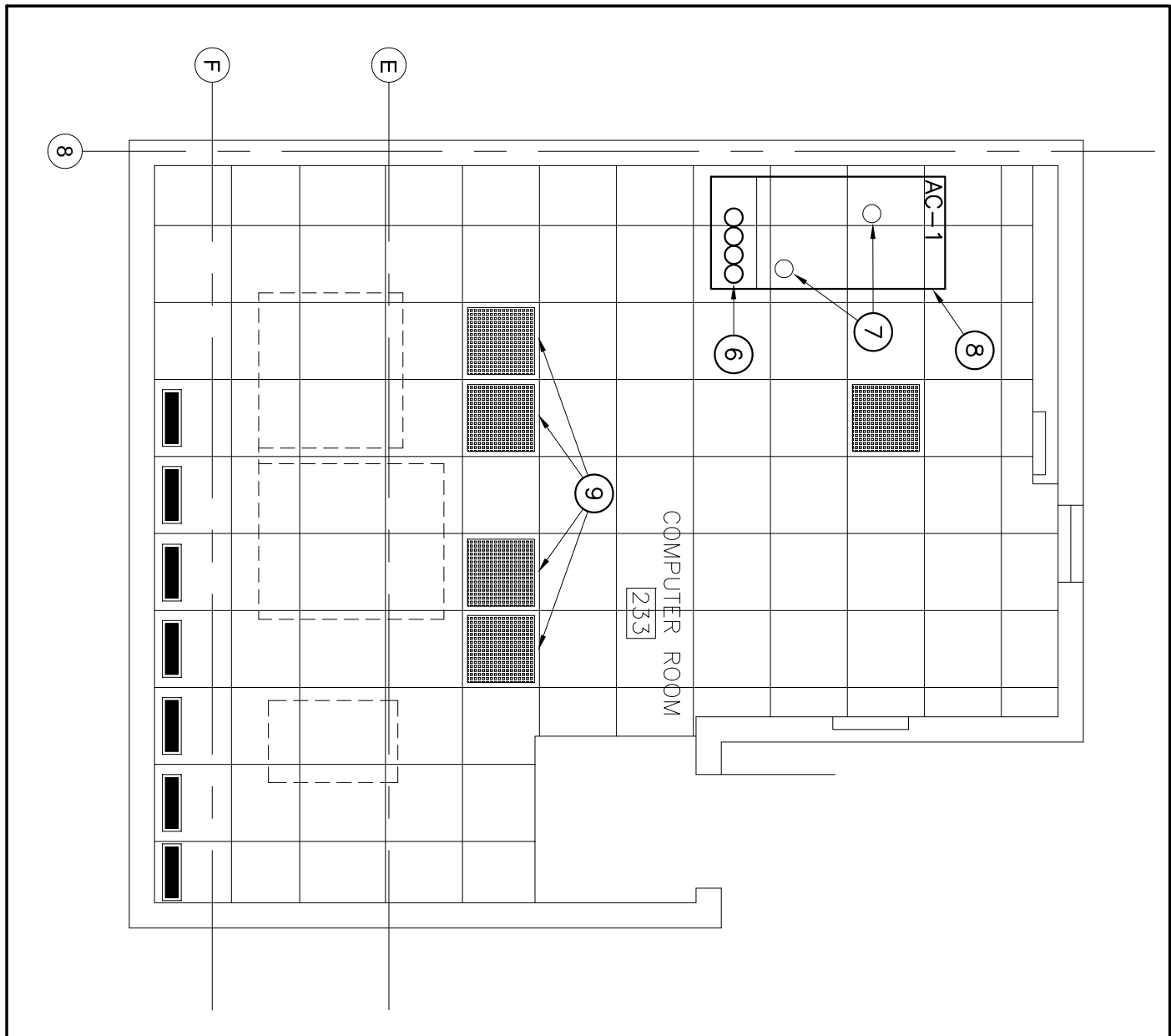
DRAWN BY	CHECKED BY	APPROVED BY
D.B.	C.R.	C.R.
PROJECT NO.	DWG. FILE NO.	FILE NO.
18-069	-	-
DATE	SCALE	DRAWING NO.
OCT 2018	AS NOTED	M-3
		REV.
		0

DRAWING NOTES:

- NEW CONDENSING UNIT CU-1 MOUNTED ON EXISTING CONCRETE PAD. INSTALL AND SECURE NEW UNIT TO PAD AS PER MANUFACTURER'S INSTRUCTIONS WITH APPROPRIATE HARDWARE. SEE SCHEDULE ON DRAWING M-4 FOR UNIT DESCRIPTION.
- NEW REFRIGERANT PIPING SUPPORT ASSEMBLY. SEE DETAIL ON DRAWING M-2 FOR SUPPORTS TO BE COORDINATED ON SITE WITH EXISTING GRADE AND NEW CONDENSER REQUIREMENTS.
- REFRIGERANT PIPING BUILDING PENETRATIONS TO BE SLEEVED AND CAULKED WEATHER TIGHT.
- EXISTING PIPE SUPPORTS ON BUILDING INTERIOR TO BE REUSED IN NEW PIPING INSTALLATION. TYPICAL. PROVIDE ADDITIONAL SUPPORTS AS REQUIRED.
- NEW PIPE ROUTING TO FOLLOW EXISTING DEMONISHED PIPE ROUTING. SEE DRAWING M-2. COORDINATE EXACT LOCATION AND ROUTING ON SITE. INTERIOR EXPOSED PIPING TO BE C/W PVC JACKET.
- NEW REFRIGERANT SUCTION AND LIQUID LINES UP THROUGH FLOOR TO NEW A/C UNIT IN COMPUTER ROOM. SEE DETAIL 2 THIS SHEET. REUSE EXISTING FLOOR OPENINGS. PIPE FLOOR PENETRATIONS TO BE SLEEVED AND FIRE STOPPED. OFFSET PIPING IN RAISED FLOOR SPACE AS REQUIRED TO NEW UNIT CONNECTION POINTS. CONFIRM EXACT SIZE OF EXISTING PIPING ON SITE.
- EXISTING CONDENSATE DRAINAGE AND HUMIDIFIER COLD WATER SUPPLY LINES TO BE CONNECTED TO NEW A/C UNIT IN COMPUTER ROOM. SEE DETAIL 2 THIS SHEET. PIPE FLOOR PENETRATIONS TO BE SLEEVED AND FIRE STOPPED. OFFSET PIPING IN RAISED FLOOR SPACE AS REQUIRED TO NEW UNIT CONNECTION POINTS. CONFIRM EXACT SIZE OF EXISTING PIPING ON SITE.
- NEW A/C UNIT AC-1. INSTALL AS PER MANUFACTURER'S INSTRUCTIONS. SEE SCHEDULE ON DRAWING M-4 FOR UNIT DESCRIPTION.
- NEW LOCATIONS OF EXISTING PERFORATED FLOOR TILES. SEE DRAWING M-1.
- EXISTING INERTEN SYSTEM SERVING COMPUTER ROOM TO BE DEACTIVATED DURING PERIODS WHEN THE WORK BEING PERFORMED MAY CAUSE ACCIDENTAL SYSTEM ACTIVATION/DISCHARGE. SYSTEM TO BE REACTIVATED UPON TASK COMPLETION. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ACCIDENTAL INERTEN SYSTEM DEACTIVATION. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE DEACTIVATION/REACTIVATION OF THE INERTEN SYSTEM.
- ALL EXTERIOR REFRIGERANT PIPING TO BE COVERED WITH WEATHER PROOF ALUMINUM INSULATION JACKET.



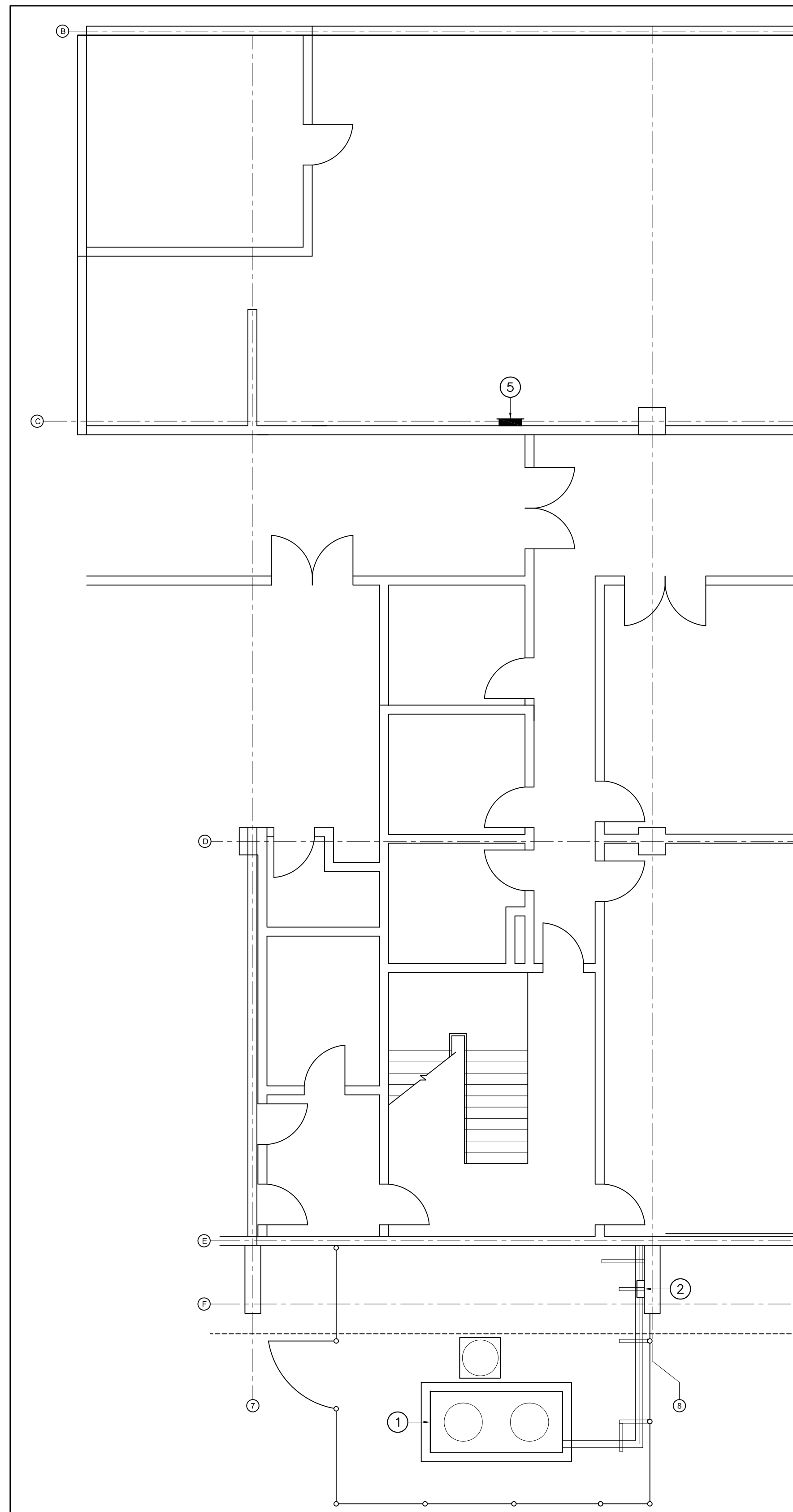
PART PLAN - LEVEL 1 - MECHANICAL NEW A/C INSTALLATION  
SCALE 1:50  
M-3



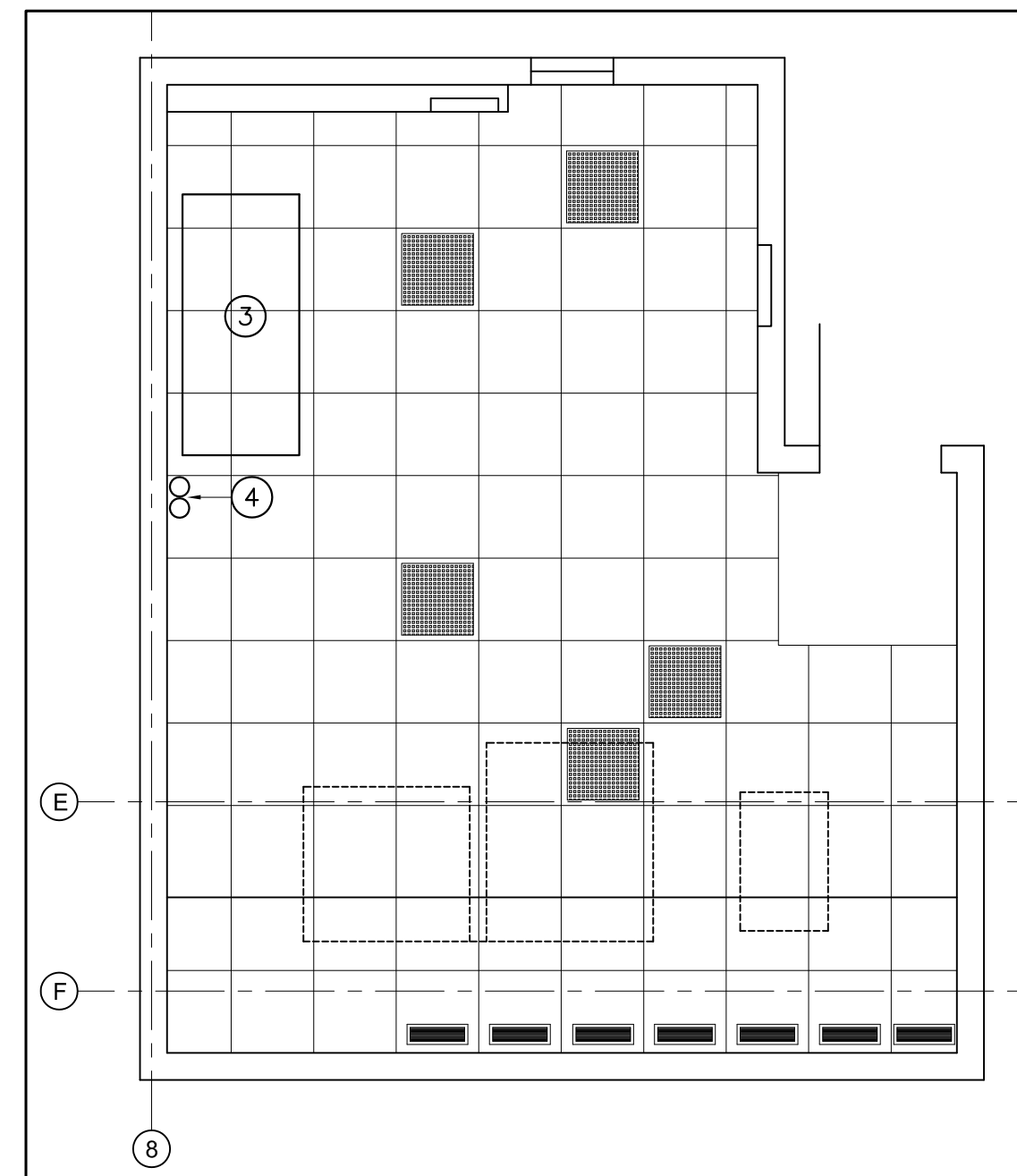
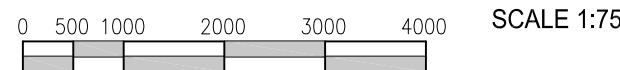
PART PLAN - LEVEL 2 - COMPUTER ROOM 233 - NEW A/C INSTALLATION  
SCALE 1:50  
M-3







PART PLAN - LEVEL 1 &amp; EXTERIOR A/C SYSTEM DEMOLITION



PART PLAN - LEVEL 2 - COMPUTER ROOM 233 - A/C SYSTEM DEMOLITION



DRAWING NOTES:

- (1) EXISTING DRYCOOLER AND ALL ASSOCIATED ELECTRICAL POWER FEEDS TO BE REMOVED. LEAVE EXISTING SLACK WIRING AND CONDUIT FOR CONNECTION TO NEW EXTERIOR JUNCTION BOX.
- (2) EXISTING DRYCOOLER DISCONNECT TO BE REMOVED, RE-USE EXISTING SLACK WIRING AND CONDUIT FOR CONNECTION TO NEW EXTERIOR JUNCTION BOX.
- (3) EXISTING A/C UNIT IN COMPUTER ROOM 233 TO BE REMOVED. EXISTING ELECTRICAL WIRING TO BE DISCONNECTED AND RECONNECTED TO NEW UNIT.
- (4) APPROXIMATE LOCATION OF ELECTRICAL CONDUITS AND CONNECTIONS TO A/C UNIT IN COMPUTER ROOM.
- (5) APPROXIMATE LOCATION OF EXISTING EMERGENCY ELECTRICAL PANEL "1EA", SQUARE D, 225A, 3ø, 4W, 347/600V. EXISTING 40A, 3P BREAKER CCT'S 1,3,5 FEEDING EXISTING SERVER ROOM A/C UNIT TO BE REMOVED & REPLACED WITH NEW 30A, 3P BREAKER, EXISTING WIRING TO REMAIN.

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Health | Safety | Compensation

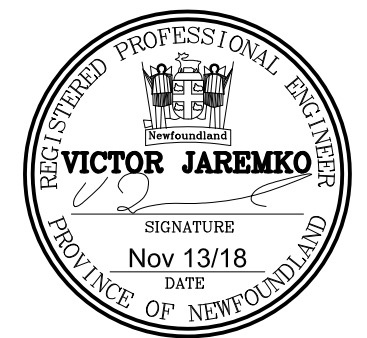
NOTES:

1. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. DO NOT SCALE FROM DRAWINGS.

0	ISSUED FOR TENDER	13/11/18	JWF
NO.	DESCRIPTION	DATE	BY

## REVISIONS

A - PLAN, SECTION, ELEVATION, OR DETAIL NO.  
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PROVINCE OF NEWFOUNDLAND AND LABRADOR

**PEG**  
Newfoundland  
and Labrador  
PROFESSIONAL ENGINEERS AND GEOSCIENTISTS

**PERMIT HOLDER**  
**This Permit Allows**

**ROWSELL APPLEBY NEWTON ENGINEERING INC.**

---

To practice Professional Engineering  
in Newfoundland and Labrador.  
Permit No. as issued by APEGN P0255  
which is valid for the year 2018.

CONSULTANT

R | A | N

**ROWSSELL APPLEBY NEWTON  
ENGINEERING INC**

1 Centennial St.  
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A1N 0C9  
T 709.754.9135

T 709.754.9135

PROJECT

WORKPLACE NL  
COMPUTER ROOM  
AIR CONDITIONING UNIT

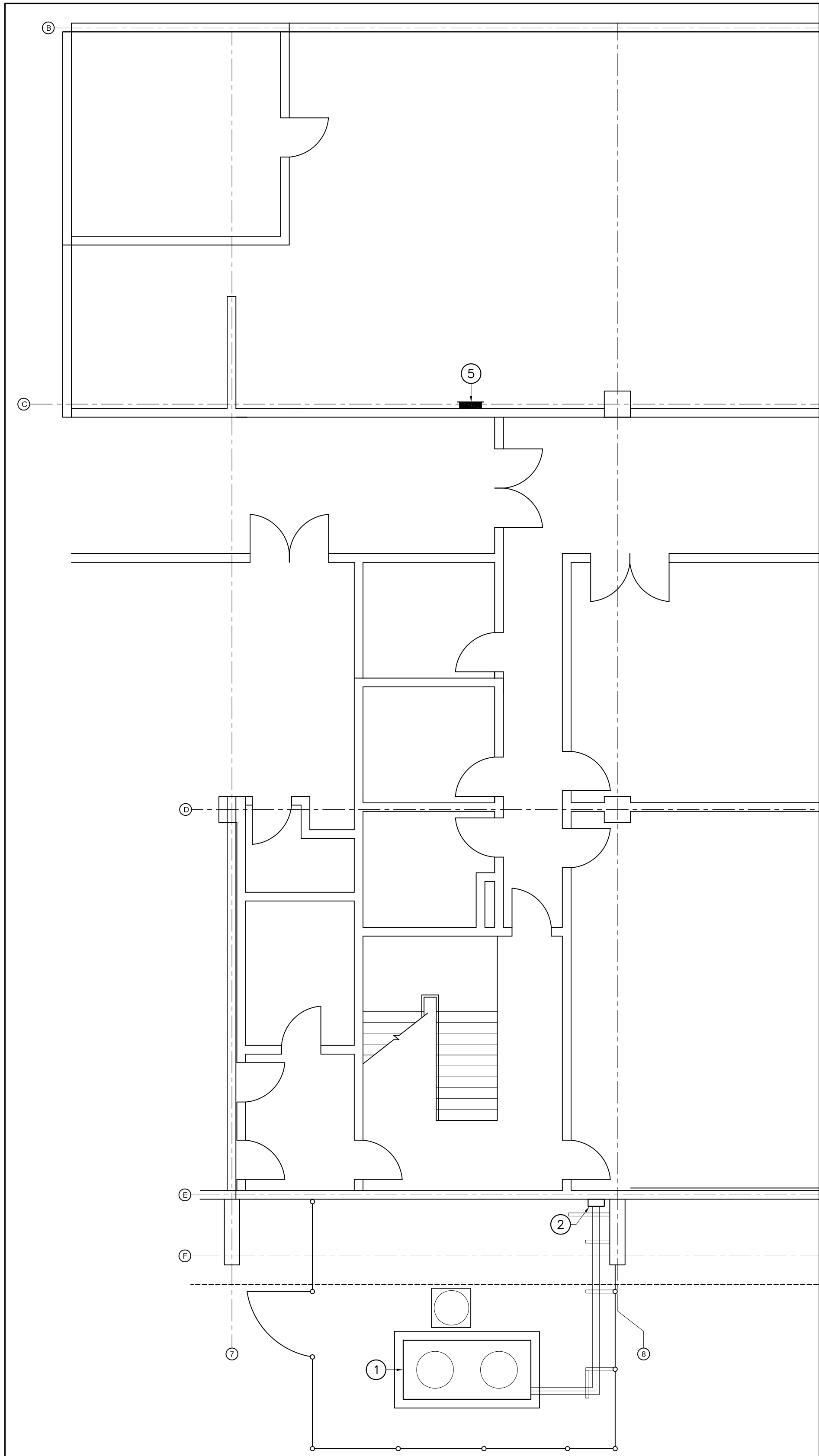
St. John's, NL

DRAWING

## ELECTRICAL DEMOLITION LAYOUT

DRAWN BY J.W.F	CHECKED BY V.J.	APPROVED BY V.J.	
PROJECT NO. 18-069	DWG. FILE NO. -	FILE NO. -	
DATE NOV 2018	SCALE AS NOTED	DRAWING NO. E-1	REV. 0

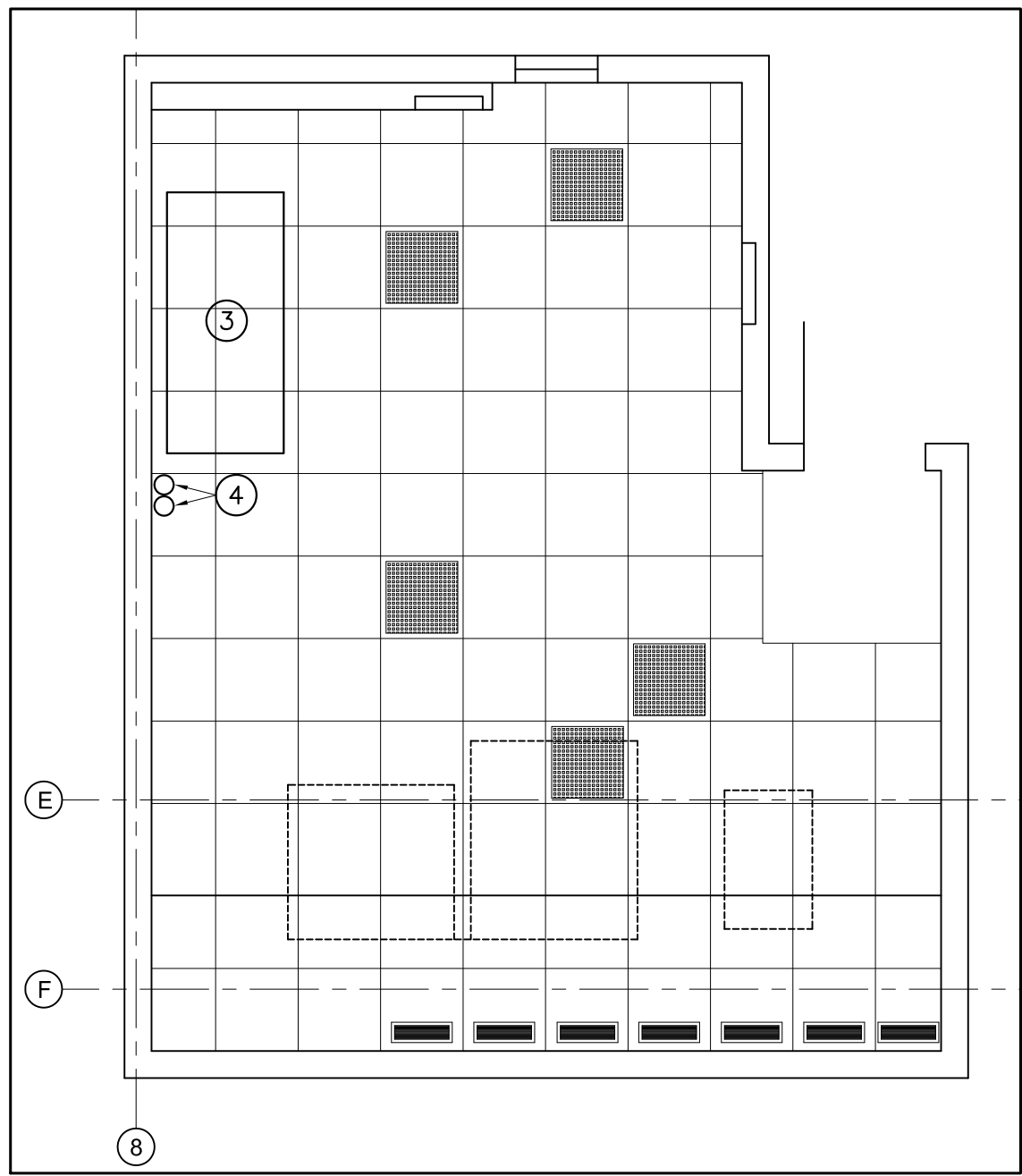




PART PLAN - LEVEL 1 & EXTERIOR A/C SYSTEM REVISED LAYOUT

0 500 1000 2000 3000 4000 SCALE 1:75

1  
E-2



PART PLAN - LEVEL 2 - COMPUTER ROOM 233 - A/C SYSTEM REVISED LAYOUT

0 500 1000 1500 2000 2500 SCALE 1:50

2  
E-2

DRAWING NOTES:

- 1 NEW EXTERIOR CONDENSER UNIT, RECONNECT EXISTING EXTERIOR ELECTRICAL POWER FEEDS FROM NEW JUNCTION BOX.
- 2 PROVIDE & INSTALL A NEW EXTERIOR RIGID PVC JUNCTION BOX. RECONNECT EXISTING RIGID PVC CONDUITS AND WIRING DISCONNECTED AS PART OF DEMOLITION TO THIS LOCATION, SPLICE AND RUN NEW WIRING IN METALLIC LIQUID TIGHT FLEXIBLE CONDUIT OUT TO NEW CONDENSER AND LEE TEMP HEATERS. FOLLOW NEW MECHANICAL SUPPORT SYSTEM FOR ROUTING AND CONNECTIONS.
- 3 NEW A/C UNIT IN COMPUTER ROOM 233.
- 4 ADD NEW WIRING AND FLEXIBLE CONDUIT FROM EXISTING WALL JUNCTION BOXES FOR RECONNECTION TO NEW UNIT.
- 5 APPROXIMATE LOCATION OF EXISTING EMERGENCY ELECTRICAL PANEL "1EA", C/W NEW 30A, 3P BREAKER FEEDING NEW A/C UNIT.

WorkplaceNL

Health | Safety | Compensation

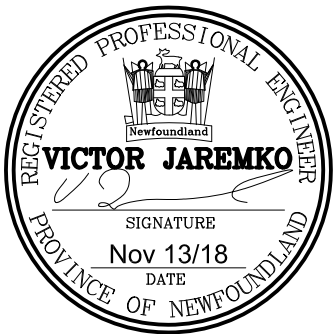
NOTES:

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0	ISSUED FOR TENDER	13/11/18	JWF
NO.	DESCRIPTION	DATE	BY

REVISIONS

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PROVINCE OF NEWFOUNDLAND AND LABRADOR  
**PENG**  
Newfoundland and Labrador  
PROFESSIONAL ENGINEERS AND GEODETISTS  
**PERMIT HOLDER**  
This Permit Allows  
ROWSELL APPELBY NEWTON ENGINEERING INC.  
To practice Professional Engineering in Newfoundland and Labrador.  
Permit No. as issued by APEGNL P0255 which is valid for the year ...2018...

CONSULTANT

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A1N 0C9  
T 709.754.9135  
**ROWSELL APPELBY NEWTON  
ENGINEERING INC**

PROJECT

**WORKPLACE NL  
COMPUTER ROOM  
AIR CONDITIONING UNIT**

St. John's, NL

DRAWING

**ELECTRICAL  
REVISED LAYOUT**

DRAWN BY J.W.F	CHECKED BY V.J.	APPROVED BY V.J.	
PROJECT NO. 18-069	DWG. FILE NO. -	FILE NO. -	
DATE NOV 2018	SCALE AS NOTED	DRAWING NO. E-2	REV. 0







SHOP DRAWINGS

1. PRIOR TO ORDERING OF ANY MATERIAL OR EQUIPMENT, PROVIDE SHOP DRAWINGS AND/OR DESCRIPTIVE DATA FOR REVIEW WITH THE NAME OF THE PROJECT ON EACH BROCHURE OR CATALOGUE PAGE.
2. SUBMIT TWO (2) COPIES OF ELECTRICAL SHOP DRAWINGS FOR REVIEW BY THE ENGINEERS. THIS REVIEW SHALL NOT RELIEVE THE CONTRACTOR OR SUPPLIER OF RESPONSIBILITY FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS.

TESTS

1. ALL EQUIPMENT PROVIDED UNDER THIS SECTION SHALL BE TESTED TO ENSURE THAT IT IS FUNCTIONING PROPERLY. PROVIDE A SIGNED STATEMENT CERTIFYING THAT ALL EQUIPMENT IS FUNCTIONING PROPERLY, AND THAT THE WORK SPECIFIED AND/OR REQUIRED HAS BEEN COMPLETED.
2. TESTS REQUIRED BY LOCAL AUTHORITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. WHEN THE WORK IS COMPLETED, IT SHALL BE TESTED IN ITS ENTIRETY, AND SHALL BE IN GOOD WORKING ORDER BEFORE THE OWNER'S CERTIFICATE OF ACCEPTANCE SHALL BE ISSUED.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE SUPPLY OF SUFFICIENT POWER ON A TEMPORARY BASIS TO ALLOW TESTING OF ALL EQUIPMENT AND SYSTEMS. THESE WILL BE TESTED IN THE PRESENCE OF THE ENGINEER.
4. FURNISH MANUFACTURER'S CERTIFICATE OR LETTER CONFIRMING THAT ENTIRE INSTALLATION AS IT PERTAINS TO EACH SYSTEM HAS BEEN INSTALLED TO MANUFACTURER'S INSTRUCTIONS.
5. BEFORE ENERGIZING ANY PORTION OF ELECTRICAL SYSTEM, PERFORM MEGGER TESTS ON ALL FEEDERS AND BRANCH CIRCUITS. RESULTS OF SUCH TESTS TO CONFORM TO REQUIREMENTS OF THE CANADIAN ELECTRICAL CODE AND BE TO SATISFACTION OF AUTHORIZED INSPECTION AGENCY AND THE ENGINEER.
6. UPON COMPLETION AND IMMEDIATELY PRIOR TO FINAL INSPECTION AND TAKEOVER, CHECK LOAD BALANCE ON ALL FEEDERS AND AT DISTRIBUTION CENTERS, PANELS, ETC. TESTS TO BE CARRIED OUT BY TURNING ON ALL POSSIBLE LOADS AND CHECKING LOAD BALANCE. IF LOAD UNBALANCE EXCEEDS 15% RECONNECT CIRCUITS TO BALANCE LOAD.

GUARANTEE

1. SYSTEM SHALL BE COMPLETE, TESTED AND READY FOR USE WITH ALL EQUIPMENT OPERATING SATISFACTORILY AND ALL FIXTURES LAMPED.
2. PROVIDE A CERTIFICATE OF GUARANTEE OF WORKMANSHIP, MATERIALS AND EQUIPMENT FOR ONE (1) YEAR AFTER JOB COMPLETION ACCEPTANCE BY THE ENGINEER. THIS DOES NOT SUPERCEDE WARRANTIES ON SPECIFIC ITEMS OF EQUIPMENT WHICH MAY BE FOR LONGER PERIODS, AND MANUFACTURER'S WARRANTIES SHALL BEGIN ON THE DATE OF THIS JOB COMPLETION ACCEPTANCE NOT WHEN THE PRODUCT WAS SHIPPED, APPROVED OR INSTALLED.

MAINTENANCE MANUALS

1. PROVIDE TWO (2) COPIES OF MAINTENANCE/SERVICE MANUALS FOR ALL ELECTRICAL COMPONENTS SUPPLIED UNDER THIS CONTRACT. INCORPORATE ALL DATA INTO 3 RING BINDERS C/W INDEX & TABS. INCLUDE INSTALLATION & MAINTENANCE MANUALS BY ALL EQUIPMENT SUPPLIERS AS WELL AS APPROVED SHOP DRAWINGS.

FIRE RATING OF PENETRATIONS

1. MAINTAIN FIRE RATINGS AND SMOKE SEALS AROUND CONDUITS PASSING THROUGH FLOORS AND CEILINGS.
2. USE 3M BRAND, OR EQUAL FIRE BARRIER PRODUCTS AT EACH PENETRATION.
3. STANDARD OF ACCEPTANCE FOR FIRE BARRIER PRODUCTS SHALL BE 3M #CP25 FIRE BARRIER CAULK, #303 PUTTY, #FS195 WRAP AND #CS195 SHEET.

STANDARD OF ACCEPTANCE

1. THE ITEMS NAMED MEET IN ALL RESPECT PERFORMANCE QUALITY AND WORKMANSHIP AND ARE ACCEPTABLE TO THE OWNER WITHOUT QUALIFICATION.
2. EQUIPMENT PROPOSED SHALL MEET THE SAME STANDARDS OF PERFORMANCE, QUALITY AND WORKMANSHIP.

MATERIAL SPECIFIED

1. MANUFACTURER'S NAME WITH CLAUSE "OR APPROVED EQUAL". THE TENDER PRICE SHALL BE BASED ON THE NAMED MATERIAL, WHERE SUBSTITUTIONS ARE TO BE PROPOSED FOR MATERIALS BEARING THE CLAUSE "OR APPROVED EQUAL", APPROVAL OF THE SUBSTITUTE ITEM MUST BE OBTAINED THROUGH WORKPLACENL AT LEAST SEVEN DAYS PRIOR TO THE CLOSING DATE OF THE TENDER. THE PROPOSED SUBSTITUTION SHALL SHOW PRODUCT NAME AND COMPLETE SPECIFICATION AND BE EQUAL TO, OR BETTER THAN THE NAMED ITEM. NO INCREASE IN THE TENDER PRICE SHALL BE MADE FOR SUCH A SUBSTITUTION SHOULD IT BE ACCEPTED. ACCEPTED EQUALS WILL BE LISTED IN AN ADDENDUM FIVE DAYS PRIOR TO THE TRADE CLOSING DATE.
2. WHERE ADDITIONAL MANUFACTURERS ARE NAMED UNDER ARTICLES ENTITLED "APPROVED MANUFACTURERS" THE CHOICE OF WHICH THE MANUFACTURER NAMED IN REFERENCE TO A PARTICULAR ARTICLE IS TO BE USED, SHALL BE THE CONTRACTORS.
3. WHERE APPROVALS ARE GRANTED FOR THE USE OF OTHER EQUIPMENT ANY AND ALL CHANGES OR ADDITIONS REQUIRED FOR THE INSTALLATION OR OPERATION OF THE APPROVED EQUIPMENT WILL BE MADE BY THE CONTRACTOR AT HIS OWN EXPENSE AND NO CLAIMS WILL BE APPROVED FOR ANY SUCH CHANGES, NOTWITHSTANDING APPROVAL OF SHOP DRAWINGS. EQUIPMENT THAT IS ACCEPTED AND INSTALLED AND THEN DOES NOT PERFORM AS REPRESENTED BY ORIGINAL SUBMITTED DATA SHALL BE REPLACED BY THE CONTRACTOR WITH EQUIPMENT AS SPECIFIED, AT NO CHARGE TO THE OWNER.

WIRING DEVICES

1. PROVIDE DEVICES, BOXES AND COVER PLATES AS INDICATED.
2. COVER PLATES TO BE THERMOPLASTIC.
3. DUPLEX RECEPTACLES TO BE SPECIFICATION GRADE, IVORY IN COLOUR.
4. TOGGLE SWITCHES TO BE SPECIFICATION GRADE, IVORY IN COLOUR.
5. GROUND FAULT INTERRUPT RECEPTACLES TO BE CLASS "A" WITH TEST BUTTON AND RESET.
6. OTHER DEVICES AS DESCRIBED.

WIRING METHOD

1. ALL BUILDING WIRE TO BE COPPER, 600V, RW90 XPLE, UNLESS SPECIFIED OTHERWISE. ALL PANEL FEED HOME RUNS TO BE RUN IN EMT CONDUIT, BX CABLE TO LIGHTING FIXTURE DROPS AND IN STEEL STUD WALLS, AS PER THE CANADIAN ELECTRICAL CODE.
2. ALUMINUM WIRING NOT ALLOWED.
3. INSTALL DEDICATED TW COPPER WIRE IN ALL CONDUITS FOR BONDING.
4. UTILIZE CONCRETE OR MASONRY BOXES AS APPROPRIATE.
5. WIRING & CONDUIT TO BE CONCEALED AT ALL TIMES UNLESS OTHERWISE NOTED.
6. MINIMUM CONDUIT SIZE: 21MM.

HANGERS, INSERTS, SLEEVES AND SUPPORTS FOR ELECTRICAL SYSTEMS

1. PROVIDE AND INSTALL INSERTS, HANGERS, ANCHORS AND SUPPORTS REQUIRED FOR WORK TO BE INSTALLED UNDER THIS SECTION INCLUDING FREE STANDING SUPPORTS REQUIRED FOR THOSE ITEMS REMOTELY MOUNTED FROM BUILDING STRUCTURE.
2. DO NOT FASTEN SUPPORTS TO PIPING, DUCTWORK, MECHANICAL EQUIPMENT, CABLE TRAY OR CONDUIT. DO NOT FASTEN TO SUSPENDED CEILING GRID SYSTEM.
3. IN MECHANICAL AND ELECTRICAL ROOMS, INSTALL FREE STANDING ELECTRICAL EQUIPMENT ON 100mm CONCRETE PAD.

WIRE AND CABLE

1. CONDUCTORS SHALL BE INSTALLED, SIZED AS SHOWN ON THE DRAWINGS WITH NO CONDUCTOR BEING LESS THAN NO. 12 AWG GAUGE, EXCEPT WHERE OTHERWISE SPECIFIED. USE RW90 CONDUCTORS UNLESS OTHERWISE NOTED AND TYPE TW FOR GROUND.
2. CONDUCTORS NO. 10 AND SMALLER MAY BE SOLID, WHILE NO. 8 AND LARGER SHALL BE STRANDED.
3. JOINTS OF CONDUCTORS UP TO NO. 10 GAUGE SHALL BE MADE WITH APPROVED TYPE CONNECTORS STANDARD OF ACCEPTANCE MARRETTE #733, 735, 739.
4. CONDUCTORS CARRYING DIFFERENT POTENTIALS SHALL NOT BE RUN IN THE SAME CONDUIT OR BOXES EXCEPT AS PROVIDED FOR IN THE CODE.
5. WHERE THERE IS A NEUTRAL, IT SHALL BE CONTINUOUS AND SHALL BE IDENTIFIED THROUGHT ITS LENGTH.
6. DROPS DOWN TO NEW DEVICES IN STEEL STUD WALLS TO BE AC90 BX CABLE.
7. CONDUIT TO BE ELECTRIC METALLIC TUBING (EMT). UTILIZE RIGID GALVANIZED STEEL CONDUIT FOR ALL EXPOSED RUNS BELOW 2 METERS OF FLOOR WHERE IN JUDGEMENT BY ELECTRICAL INSPECTION AUTHORITY IS SUBJECT TO MECHANICAL DAMAGE.
8. SURFACE MOUNTED CONDUITS TO BE INSTALLED PARALLEL TO STRUCTURAL LINES AND WHERE BENDS OCCUR IN PARALLEL RUNS, THEY SHALL BE CONCENTRIC.
9. DO NOT INSTALL CONDUITS ON THE SURFACE OF, OR WITHIN 100mm, OF THE UNDERSIDE OF ROOF DECKS.
10. CONDUITS TO BE INSTALLED FREE FROM DENTS AND BRUISES AND HAVE ENDS PLUGGED TO PREVENT ENTRANCE OF DIRT OR MOISTURE.
11. ALL CONDUITS EXCEPT WHERE OTHERWISE NOTED TO BE SIZED IN ACCORDANCE WITH THE CANADIAN ELECTRICAL CODE.
12. FLEXIBLE CONDUIT CONNECTIONS TO MOTORS, CONTROLS, ETC. TO BE METALLIC FLEXIBLE PLASTIC JACKETED, LIQUID TIGHT OR APPROVED EQUAL. FLEXIBLE CONDUIT CONNECTIONS ARE REQUIRED TO ALL MOTORS FROM STUB-UPS OF JUNCTION BOXES.

PULL BOXES & SPECIAL BOXES

1. PULL BOXES AND SPECIAL BOXES FOR PARTICULAR AREAS AND ITEMS OF EQUIPMENT SHALL BE SUPPLIED AS SHOWN OR AS REQUIRED FOR PROPER CONDUCTOR INSTALLATION, AND AS REQUIRED BY THE MANUFACTURER AND SUPPLIERS OR PARTICULAR ITEMS OF EQUIPMENT.
2. BOXES AND COVERS SHALL BE FORMED OF NO. 12 GAUGE GALVANIZED SHEET STEEL AND SHALL PAINTED AS DESCRIBED ELSEWHERE COVERS SHALL BE SUITABLE FOR THE LOCATION AND SHALL BE GASKETTED IN DAMP LOCATIONS.

OUTLET AND JUNCTION BOXES

1. EACH LIGHT FIXTURE, SWITCH, RECEPTACLE, DATA/TELEPHONE OUTLET, ETC., SHALL BE PROVIDED WITH AN OUTLET BOX, UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE DRAWINGS.
2. JUNCTION BOXES SHALL BE INSTALLED WHEREVER NECESSARY FOR THE PROPER PULLING IN OF WIRES SO AS TO BE ACCESSIBLE.
3. BOXES FOR RECESSED INSTALLATION IN ALL TYPES OF CONSTRUCTION SHALL HAVE APPROPRIATE COVERS, PLASTER RINGS, OR EXTENSION RINGS WHERE REQUIRED.
4. BOXES FOR ALL EXPOSED AND OUTSIDE INSTALLATION AND IN MOIST AREAS SHALL BE OF A TYPE APPROVED FOR THE APPLICATION. THERE SHALL BE A SEALING GASKET BETWEEN COVER AND CASE.
5. ALL BOXES SHALL BE SECURED AND SUPPORTED INDEPENDENTLY OF THE CONDUITS.
6. ELECTRO-GALVANIZED BLANK COVER PLATES SHALL BE INSTALLED ON BOXES WHICH ARE NOT SUPPLIED WITH FINISHED COVER PLATES.
7. SIZE BOXES IN ACCORDANCE WITH CEC.
8. BOXES SHALL BE HOT DIP GALVANIZED, CONFORMING TO CSA REQUIREMENTS.

9. BOXES FOR CEILING, NO. 54151 BOX, OTHERWISE NO. 52171 OR NO. 72171 BOX AS PER CODE REQUIREMENTS.
10. BOXES FOR INDOOR SURFACE MOUNTED EQUIPMENT, USE 100mm SQUARE TAYLOR 52151 OR 52171 WITH TAYLOR OR 1&B SERIES 8300 COVERS.
11. ALL OUTLET BOXES TO BE FLUSH MOUNTED EXCEPT AS SPECIFIED.
12. NO SECTIONAL OR HANDY BOXES ALLOWED.

DISCONNECT SWITCHES

1. FUSIBLE AND NON-FUSIBLE DISCONNECT SWITCH IN CSA ENCLOSURE 1 UNLESS OTHERWISE NOTED. NEMA 4X STAINLESS STEEL SWITCHES FOR EXTERIOR APPLICATION. PAD LOCKABLE IN OFF POSITION, MECHANICALLY INTERLOCKED HANDLE, FUSED WITH HRC CLASS J FUSES WHERE INDICATED ON DRAWINGS. INDUSTRIAL GRADE SWITCHES REQUIRED.
2. STANDARD OF ACCEPTANCE: CUTLER HAMMER, ACCEPTABLE ALTERNATES: SIEMENS, SQUARE D.

MOTOR STARTERS

1. MAGNETIC MOTOR STARTERS TO BE QUICK MAKE QUICK BREAK WITH THERMAL OVERLOAD. NEMA 1 ENCLOSURES UNLESS OTHERWISE NOTED. ALL MAGNETIC STARTERS SHALL HAVE CONTROL TRANSFORMER, PILOT LIGHTS, H.O.A. SWITCHES AND TWO AUXILIARY CONTACTS AS REQUIRED. COMBINATION MAGNETIC STARTERS ARE TO BE C/W CIRCUIT BREAKER TYPE DISCONNECT SWITCH.
2. FURNISH DISCONNECTS FOR ALL MOTORS AS REQUIRED BY THE CANADIAN ELECTRICAL CODE, TYPE AS INDICATED ABOVE.

PANELBOARDS

1. VOLTAGE, AMPERAGE, PHASE AND INTERRUPTING CAPACITY AS PER DRAWINGS. NUMBER OF CIRCUITS AS PER DRAWINGS.
2. RESIDENTIAL GRADE PANELS UNACCEPTABLE.
3. ALUMINUM BUS WITH NEUTRAL.
4. MAINS SUITABLE FOR BOLT-ON BREAKERS.
5. TRIM WITH CONCEALED FRONT BOLTS, HINGES AND FLAT STYLE DOOR. TWO KEYS.
6. TRIM AND DOOR - BAKED GREY ENAMEL, OF ONE MANUFACTURER.
7. NAMEPLATE, LAMIDCROID LABEL SCREWED TO DOOR, INDICATING PANEL DESIGNATION, VOLTAGE, AMPERAGE AND PHASE.
8. TYPE WRITTEN, REMOVABLE, CIRCUIT DIRECTORY. DIRECTORY TO INDICATE TYPE OF LOAD AND ASSOCIATED ROOM LOAD.
9. STANDARD OF ACCEPTANCE: CUTLER HAMMER POWERLINE .1 ACCEPTABLE ALTERNATES: SIEMENS, SQUARE D.

BREAKERS

1. MOLDED CASE - BOLT-ON, NEW TO MATCH EXISTING PANEL MANUFACTURER & INTERRUPTING CAPACITY
2. THERMAL AND MAGNETIC TRIPPING.
3. PROVIDE LOCK-ON DEVICES FOR 15% OF 15 TO 30 A BREAKERS.

GROUNDING/ BONDING

1. PROVIDE COMPLETE PERMANENT, CONTINUOUS GROUNDING SYSTEM AS REQUIRED BY THE CANADIAN ELECTRICAL CODE AND THE ELECTRICAL INSPECTION DEPARTMENT INCLUDING, CONDUCTORS, CONNECTORS, ACCESSORIES. RUN GROUND WIRE IN ALL CONDUIT SYSTEMS.
2. PROVIDE CONNECTORS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
3. PROTECT EXPOSED GROUNDING CONDUCTORS FROM MECHANICAL INJURY.
4. USE MECHANICAL CONNECTORS FOR GROUNDING CONNECTIONS TO EQUIPMENT PROVIDED WITH LUGS.
5. SOLDERED JOINTS NOT PERMITTED.
6. PROVIDE BONDING WIRE FOR FLEXIBLE CONDUIT, CONNECTED AT BOTH ENDS TO GROUNDING BUSHING, SOLDERLESS LUG, CLAMP OR CUP WASHER AND SCREW.
7. MAKE GROUNDING CONNECTIONS IN RADIAL CONFIGURATION ONLY, WITH CONNECTIONS TERMINATING AT SINGLE GROUNDING POINT STREET SIDE OF WATER PIPE. AVOID LOOP CONNECTIONS.

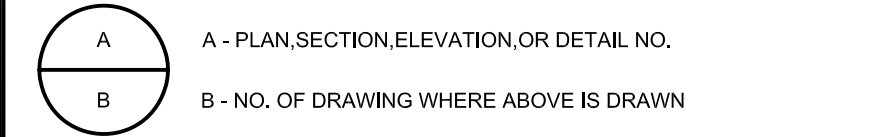
# WorkplaceNL

Health | Safety | Compensation

- NOTES:
1. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. DO NOT SCALE FROM DRAWINGS.

0	ISSUED FOR TENDER	13/11/18	JWF
NO.	DESCRIPTION	DATE	BY

REVISIONS



**VICTOR JAREMKO**  
PROFESSIONAL ENGINEER  
Nov 13/18  
DATE: Nov 13/18  
PROVINCE OF NEWFOUNDLAND AND LABRADOR

PROVINCE OF NEWFOUNDLAND AND LABRADOR

**PEGL** **PERMIT HOLDER**  
Newfoundland and Labrador  
PROFESSIONAL ENGINEER REGISTERS  
**This Permit Allows**

ROWSSELL APPLBY NEWTON ENGINEERING INC.

To practice Professional Engineering in Newfoundland and Labrador, Permit No. as issued by APEGN P0255 which is valid for the year 2018.

CONSULTANT

**ROWSSELL APPLBY NEWTON ENGINEERING INC**

1 Centennial St.  
Suite 101  
Mount Pearl, NL  
A1N 0C9  
T 709.754.9135

PROJECT

**WORKPLACE NL  
COMPUTER ROOM  
AIR CONDITIONING UNIT**

St. John's, NL

DRAWING

**ELECTRICAL  
SPECIFICATIONS SHEET #2**

DRAWN BY J.W.F	CHECKED BY V.J.	APPROVED BY V.J.	
PROJECT NO. 18-069	DWG. FILE NO. -	FILE NO. -	
DATE NOV 2018	SCALE AS NOTED	DRAWING NO. <b>E-4</b>	REV. 0



## STANDARD TERMS AND CONDITIONS

**1. Agreement** - This Agreement includes the following documents and any conflict between the documents shall be resolved by giving priority to the documents in the order as they appear:

- (a) executed agreement between WorkplaceNL and the Contractor to which this document is appended (if applicable);
- (b) WorkplaceNL Confidentiality Schedule (if applicable);
- (c) WorkplaceNL Standard Terms and Conditions;
- (d) Declaration(s) of Confidentiality/Conflict of Interest;
- (e) procurement documents (including purchase orders) issued by WorkplaceNL; and
- (f) Contractor's bid, proposal or quote.

This Agreement constitutes the whole agreement of the parties relative to the purchase of Services from the Contractor by WorkplaceNL and supersedes all prior negotiations, representations, or agreements, either written or oral.

**2. Services** – Services means all goods, materials and/or services required under this Agreement.

The Contractor shall provide the Services. WorkplaceNL is responsible for the evaluation of the scope and suitability of the Services provided by the Contractor.

**3. Independent Contractor Status** - The Contractor is an independent contractor as to all Services. Neither the Contractor, its employees, officers, associates nor approved subcontractors, if any, are to be construed as constituting employees, agents, or representatives of WorkplaceNL. As an independent contractor, the Contractor assumes all legal and contractual obligations arising out of the performance of the Services.

The Contractor shall not enter into any contract or commitment in the name of or on behalf of WorkplaceNL, or bind WorkplaceNL in any respect or make statements or representations of any kind or take any other actions that would be binding on WorkplaceNL except as specifically provided in this Agreement.

The Contractor shall be fully responsible for any and all employee benefits to be provided to the Contractor's employees. Neither the Contractor nor its employees, officers, associates or approved subcontractors shall be entitled to participate in or receive any benefits whatsoever from WorkplaceNL as a result of performing Services. The Contractor is solely responsible for deducting the appropriate withholdings from the Contractor and its employees' pay cheques and for the remittance of such withholdings to the appropriate regulatory body as required by law.

Prior to commencing provision of Services the Contractor shall provide to WorkplaceNL a list of employees, officers, associates and approved sub-contractors assigned to perform the Services including their job titles and qualifications for the provision of Services. The employees, officers, associates and sub-contractors assigned to perform Services shall not change except with prior written consent of WorkplaceNL.

WorkplaceNL may, in its sole discretion, request that any employee, officer, associate or approved sub-contractor of the Contractor be prohibited from the performance of Service and/or from access to any files and/or to WorkplaceNL's premises, and the Contractor shall immediately comply with this request. The Contractor hereby releases and forever discharges and holds harmless WorkplaceNL from any costs, claims, losses, and damages of any kind whatsoever based on negligence, defamation, wrongful discharge/dismissal or otherwise which Contractor may suffer, sustain, pay or incur as a result of any actions under this paragraph and will indemnify, defend and hold harmless WorkplaceNL against any third party claims based on actions hereunder.

**4. Sub-Contractor** - Without the prior written consent of WorkplaceNL, the Contractor shall not subcontract any part of the Services, assign or transfer any interest, or delegate any responsibility arising out of this Agreement, to anyone other than the approved employees, officers, associates, or

subcontractors of the Contractor in accordance with the provisions of this Agreement. Prior to approval of a sub-contractor, the Contractor must establish to the satisfaction of WorkplaceNL, that the sub-contractor also meets the requirements of this Agreement.

**5. Payment** - Provided the Contractor has complied with all terms, conditions and provisions of this Agreement, WorkplaceNL shall make payments to the Contractor of those fees as set forth in this Agreement, following appropriate invoicing by the Contractor. WorkplaceNL shall not be liable to the Contractor for any other costs or expenses, unless such costs or expenses are approved in advance and in writing by WorkplaceNL, or are specifically set out in this Agreement. The Contractor shall submit expense claims in a format acceptable to WorkplaceNL.

WorkplaceNL shall effect payment of invoices within thirty (30) days of receipt of an acceptable invoice by WorkplaceNL provided that the amounts so billed are correct and properly payable under this Agreement. All invoices shall include the Contractor's registration number for Harmonized Sales Tax (HST) and shall separately identify the amounts of such tax. Payment of invoices may be delayed through failure of the Contractor to identify the registration number and the amount of HST. The Contractor shall maintain records sufficient to verify invoices submitted to WorkplaceNL and WorkplaceNL shall not be responsible for reconciliation and/or review of incorrect bookkeeping by the Contractor.

WorkplaceNL will not pay interest on late or overdue accounts.

Payment for Services shall be made by direct deposit. The Contractor shall supply the necessary banking information to WorkplaceNL within 7 (seven) working days of awarding the contract.

Purchase orders and notices of payments will be forwarded to the Contractor from WorkplaceNL. The Contractor shall supply facsimile information to WorkplaceNL within seven (7) working days of awarding the contract.

Services which have been performed prior to the issuance of a purchase order shall not be invoiced to WorkplaceNL. Only Services rendered within the date range delineated on the purchase order will be paid by WorkplaceNL.

The Contractor shall only submit an invoice for payment once. If the Contractor has not received payment for an invoice, the Contractor may contact the Accounts Payable Department of WorkplaceNL but it shall not resubmit the invoice unless expressly requested by WorkplaceNL. If the Contractor sends a Statement of Account, it shall be clearly marked "Statement of Account" at the top of the page.

**6. Set-Off** - At its sole option and without notice to the Contractor, WorkplaceNL shall have the right to set-off any amount due to WorkplaceNL by the Contractor under this Agreement or otherwise against any amount due and owing by WorkplaceNL to the Contractor under this Agreement.

**7. Non-exclusive** - This Agreement does not create an exclusive relationship between the Contractor and WorkplaceNL. WorkplaceNL may also, at any time retain other contractors to perform work in relation to the Services or any changes or additions to such Services. The Contractor is free to, and it is anticipated that the Contractor will, engage with other clientele in addition to its engagement herein with WorkplaceNL.

**8. Conflict of Interest** – The Contractor shall not provide Services if the Contractor is in a conflict of interest. The Contractor shall not permit any actual, possible or perceived conflict of interest between the interest of WorkplaceNL and/or its clients and the interest of the Contractor. The Contractor shall immediately disclose any such conflict of interest to WorkplaceNL in writing. WorkplaceNL shall, in its sole discretion, determine if an actual, possible or perceived conflict of interest exists and determine the appropriate course of action to be taken by WorkplaceNL and/or the

## STANDARD TERMS AND CONDITIONS

Contractor. WorkplaceNL's decision in this regard shall be final and conclusive.

The Contractor:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of WorkplaceNL and/or WorkplaceNL's client, knowing that the decision might further its private interests;
- (c) shall not accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any Services, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any Services.

**9. Confidentiality** - All data and information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, obtained by the Contractor, its employees, officers, associates, and/or approved sub-contractors, is:

- (a) to be treated as confidential;
- (b) to be used only to supply or perform Services to WorkplaceNL pursuant to this Agreement;
- (c) not to be reproduced or disclosed to anyone other than WorkplaceNL personnel as required in the performance of this Agreement;
- (d) not to be removed from the offices of WorkplaceNL without prior written consent of WorkplaceNL;
- (e) to be delivered to WorkplaceNL without cost forthwith upon demand, including all copies and records of same; and
- (f) to be protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.

Nothing in the Agreement will prohibit or limit either Party's use or disclosure of information (including, but not limited to, ideas, concepts, knowledge, techniques, and methodologies) which is:

- (a) previously known to it without an obligation of confidence;
- (b) independently developed by or for it;
- (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information; or
- (d) required by law. In the case of a disclosure required by law, the Contractor shall notify WorkplaceNL in writing prior to the disclosure to provide an opportunity to restrain the disclosure.

The Contractor will notify WorkplaceNL both verbally and in writing in the event of any unauthorized access to or disclosure of data or information.

The Contractor acknowledges that WorkplaceNL is bound by the terms of the *Workplace Health, Safety and Compensation Act*, RSNL 1990, c. W-11, as amended (the "Act"), the *Access to Information and Protection of Privacy Act*, 2015, SNL 2015, c. A-1.2, as amended ("ATIPPA"), the *Management of Information Act*, SNL 2005, c. M-1.01, as amended, the *Privacy Act*, RSNL 1990, c. P-22, as amended, and the *Personal Health Information Act*, SNL 2008, c. P-7.01, as amended, and agrees to abide strictly by the terms of these and any other applicable laws and professional standards respecting the collection, use and disclosure of data or information that the Contractor, its employees, officers, associates, and/or approved sub-contractors, could become exposed to directly or indirectly during the performance of Services. WorkplaceNL may be compelled to disclose data or information pursuant to ATIPPA.

The Contractor shall observe all requirements, standards and protocols of WorkplaceNL, relating to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use, disclosure and disposition of information. The Contractor shall comply with the provisions of the attached "Declaration of Confidentiality/Conflict of Interest" and shall provide to WorkplaceNL executed copies of the said Declaration of Confidentiality/Conflict of Interest by the Contractor and all of the Contractor's employees, officers, associates, and/or approved sub-

contractors who will perform Services under the Agreement prior to the provision of Services.

Without limiting the generality of the foregoing, the Contractor acknowledges that WorkplaceNL shall have the right to obtain injunctive relief for violation of the terms of the clause. All those carrying out this Agreement on the Contractor's behalf are subject to this Agreement and may be liable to suit by WorkplaceNL for breaching this clause.

When deemed appropriate by WorkplaceNL, in its sole discretion, WorkplaceNL may also require the Contractor and its employees, officers, associates, and/or approved sub-contractors to comply with the WorkplaceNL Confidentiality Schedule. The Contractor must initial the WorkplaceNL Confidentiality Schedule which will form part and parcel of this Agreement.

**10. Ownership of Information** - All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Contractor in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of WorkplaceNL and the contents thereof are privileged and confidential. Nothing in the Agreement shall give the Contractor a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Contractor pursuant to the terms of the Agreement. The Contractor acknowledges that WorkplaceNL's right to this information shall at all times be paramount to any rights of the Contractor, at law or in equity, and that the Contractor's remedies against WorkplaceNL for WorkplaceNL's breaches under the Agreement do not include the right to deprive WorkplaceNL of access to WorkplaceNL's information in the Contractor's possession.

**11. Access to Information** - WorkplaceNL is subject to the ATIPPA and consequently the public has a right of access to WorkplaceNL's records. WorkplaceNL shall not be liable for any claims, costs, losses or damages experienced by the Contractor as a result of WorkplaceNL's release of information to another party pursuant to the provisions of ATIPPA or due to any other legal requirements.

**12. Warranty & Liability** - The Contractor represents, warrants and covenants that:

- (a) the information contained in its bid, proposal or quote is true and accurate;
- (b) all equipment supplied meets and is operated in accordance with the manufacturer's specifications and applicable regulatory requirements;
- (c) all Services provided are free from any defects in design, materials and workmanship, and that the Services fully comply with specifications and are suitable and fit for its intended purpose;
- (d) the supply of Services will not infringe any patent, trademark or copyright;
- (e) the Contractor provides good and clear title to the Services to WorkplaceNL;
- (f) the Contractor, its employees, officers, associates and approved subcontractors have the necessary skills, expertise, materials and experience; are qualified in the safe work procedures and operations of equipment; and shall provide and perform the Services in accordance with the provisions of this Agreement;
- (g) the Contractor shall provide and perform the Services in accordance with all applicable law and professional standards, and in a skilful, safe, efficient and professional manner satisfactory to WorkplaceNL;
- (h) the Contractor, its employees, officers, associates and approved subcontractors shall comply with all safety and security rules and workplace policies and procedures in effect from time to time while using or accessing WorkplaceNL's premises, assets, and/or resources;

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- (i) the Contractor, its employees, officers, associates, and/or approved sub-contractors will not commence work while under the influence of alcohol, marijuana or illegal drugs;
- (j) the Contractor, its employees, officers, associates, and/or approved sub-contractors shall comply with the *Occupational Health and Safety Act*, R.S.N.L. 1990, c. O-3, and the Regulations thereto, as amended; and
- (k) if the Contractor is carrying on an undertaking in the Province of Newfoundland and Labrador, the Contractor will during the term of this Agreement continue to be registered and authorized to carry on business in compliance with the laws of the Province of Newfoundland and Labrador.

The Contractor shall supply all labour, materials, and supervision to complete the Services in accordance with the Agreement. The Contractor shall obtain all permits and licences, pay such fees, and give all notices necessary for the lawful performance of the Services. Except as otherwise specifically stated in this Agreement, all facilities and equipment required for the provision of the Services shall be provided by the Contractor and shall remain the property and responsibility of the Contractor.

The Contractor is fully and solely responsible for the actions of the Contractor and its employees, officers, associates, and/or approved sub-contractors in performance of the Services and to ensure compliance with this Agreement. WorkplaceNL's approval of employees, officers, associates, or subcontractors does not relieve the Contractor of the Contractor's responsibilities under this Agreement.

**13. Indemnity** - The Contractor shall indemnify and hold harmless WorkplaceNL from and against all claims, actions, losses, expenses, costs and direct damages of every nature and kind whatsoever which WorkplaceNL or its employees, officers, associates, or agents may suffer where the same are based upon or arise out of anything done or omitted to be done by the Contractor or its employees, officers, associates, and/or approved sub-contractors.

**14. Insurance** - The Contractor shall, at its own expense and without limiting its liability herein, insure its operations under a contract of General Liability Insurance, with an insurer licensed in Newfoundland and Labrador, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual general aggregate, if any, of not less than Four Million Dollars (\$4,000,000) for each of its locations, insuring against any and all bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and shall be in effect for the duration of the Agreement and any extensions or renewals. The deductibles applicable to the insurance required shall not exceed Five Thousand Dollars (\$5,000) per occurrence.

Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under this Agreement and within thirty (30) days of any insurance renewal. All insurance called for under this Agreement shall be endorsed to provide WorkplaceNL with thirty (30) days advance written notice of cancellation, failure to renew or material change (material defined as any change restricting or reducing required coverage). WorkplaceNL may, at any time, request certified true copies of the policies and they shall be provided within fourteen (14) working days of the request. All insurance called for under this Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

**15. Good Standing & Safety** – If the Contractor is engaged in, about or in connection with an industry in the province of Newfoundland and Labrador under the *Act*, prior to commencing provision of Services and during the term of this Agreement, the Contractor and any approved sub-contractors must be registered as an employer or have independent operator coverage under the *Act*, must be in good standing with WorkplaceNL, and shall comply with the *Act* and the Regulations thereto, as amended. The Contractor authorizes WorkplaceNL to obtain confirmation of the same.

## **16. Performance Standards**

Time is of the essence in the performance of the Agreement.

WorkplaceNL may notify the Contractor of any deficiencies, and in the event that the Contractor has failed to rectify the deficiencies within the time allocated by WorkplaceNL, WorkplaceNL may, at its discretion, obtain the Services, complete the work or rectify the deficiencies to its satisfaction and shall be entitled to deduct and set-off the costs of such work or rectification from any moneys due to the Contractor.

WorkplaceNL shall not be obligated to make any payments for Services rendered by the Contractor to remedy errors or omissions for which, in the reasonable opinion of WorkplaceNL, the Contractor is responsible.

**17. Inspection** – All Services are subject to final inspection and acceptance by WorkplaceNL. Services failing to conform to the specifications of this Agreement will be held at the Contractor's risk and may be returned to the Contractor. If so returned, all related costs are the responsibility of the Contractor. Services failing to conform to specifications of the Agreement may result in WorkplaceNL making adjustments to invoices.

**18. Non-waiver** – Mere acceptance of shipment of the Services specified and any inspection thereto by WorkplaceNL, shall not alter, limit or affect the obligations of the Contractor or the rights of WorkplaceNL herein or at law.

**19. Title & Risk** - Title to Services shall not pass to WorkplaceNL until delivered to a WorkplaceNL location and until such time shall be at the sole risk of the Contractor.

**20. Canadian Standards Association (CSA) Approval** – The Contractor shall ensure that all electrical, materials, hardware and assemblies supplied under the Agreement are fully CSA approved.

**21. Workplace Hazardous Materials Information System (WHMIS)** – When dealing with materials designated as hazardous, the Contractor shall ensure all goods and materials are provided with appropriate labels and material safety data sheets where required by WHMIS legislation.

**22. Changes** – WorkplaceNL, without invalidating the Agreement, may alter, add to or delete from the work, the Agreement sum being adjusted accordingly provided the Contractor has agreed to the same in writing. All such changes shall be governed by the conditions of the original Agreement. Any changes and unforeseen extras must be documented by change orders and approved by WorkplaceNL prior to proceeding. Supplementary invoices not supported by change orders will not be honored. The Contractor must notify WorkplaceNL of changes in the Contractor's policy or organization that affects its ability to meet its obligations outlined in the Agreement.

**23. Termination** - This Agreement may be terminated at any time by the mutual consent of the Parties.

WorkplaceNL may terminate this Agreement at any time, without cause, by giving thirty (30) calendar days written notice to the Contractor. WorkplaceNL shall not be subject to a claim for damages by the Contractor for any such termination.

WorkplaceNL may, in addition to and not in lieu of any other right or remedy available, at law or in equity, on the terms outlined in this paragraph terminate this Agreement at any time without notice, for cause and without compensation to the Contractor should:

- (a) the Contractor, its employees, officers, associates, and/or approved sub-contractors be in breach of any provision of this Agreement;
- (b) WorkplaceNL determine, in its sole discretion, that the Services are being provided in a manner inconsistent with this Agreement;
- (c) the Contractor fail to make adequate progress in the performance of the Agreement, or alternatively, an indication by the Contractor that

## STANDARD TERMS AND CONDITIONS

they cannot or will not meet any or all of the requirements of the Agreement;

- (d) WorkplaceNL determine, in its sole discretion, that the invoicing practices of the Contractor are unsatisfactory or improper; or
- (e) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or receivers appointed of its business, or a voluntarily or involuntary petition in bankruptcy is filed, or proceedings for the reorganization or winding up of the Contractor is instituted.

WorkplaceNL may terminate the Agreement immediately or may provide the Contractor with written notice of the above noted default and provide the Contractor an opportunity to rectify the said default within 72 hours. If the default is not rectified to the satisfaction of WorkplaceNL within 72 hours, then WorkplaceNL can proceed to terminate this Agreement, for cause, without further notice.

Where this Agreement is terminated, either by mutual consent or otherwise, the Contractor shall, without any further fee or cost whatsoever to WorkplaceNL:

- (a) upon the effective date of termination of this Agreement cause all Services being provided under this Agreement to be discontinued, unless WorkplaceNL has provided its express, written consent to the continuation of Services; and
- (b) within thirty (30) working days of the effective date of termination, provide all work product and all final invoices for Services completed to the date of termination pursuant to this Agreement. The obligations of WorkplaceNL to make payment to the Contractor shall continue for Services performed up to and including the date of termination but do not continue beyond that time period. If the Agreement stipulates a lump sum payment, any such payment for Services performed shall be valued proportionately to the value of the contract.

**24. Force Majeure** – Neither the Contractor nor WorkplaceNL shall be deemed to be in default of its obligations under this Agreement, if, and for as long as, any delay or non-performance is directly or indirectly caused by or results from events of Force Majeure beyond the control of that party. These events shall include, but not be limited to, strikes, civil disturbances, wars, fires, acts of God, and acts of any government or branch or agency thereof.

Force Majeure shall not include the following:

- (a) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; and
- (b) late performance by a sub-contractor(s) unless the delay arises out of a Force Majeure occurrence in accordance with this clause.

**25. Records & Audit** - The Contractor shall maintain appropriate records and files in relation to the Services provided under this Agreement for seven (7) years, at which time the Contractor will destroy any and all copies and versions of the said records and files. The Contractor will retain copies of the records and files only to the extent required by law and applicable professional standards. The Contractor shall provide a copy of the said records and files within seven (7) working days of receipt of a written request from WorkplaceNL.

In addition to any other rights of inspection or audit that WorkplaceNL may have under this Agreement or under statute, WorkplaceNL or a person authorized by WorkplaceNL, may, at any reasonable time and upon reasonable notice to the Contractor, inspect, audit and evaluate the Contractor's compliance with the terms of this Agreement, including but not

limited to compliance with Service and invoice obligations, privacy, security and information management, under this Agreement through any means including but not limited to the following means:

- (a) on-site visit and examination of records and files, and inspection of electronic devices upon WorkplaceNL's request,
- (b) observation of the performance of the Services in progress,
- (c) full access to records and files and the ability to make copies of the record, and
- (d) oral or written communication pertaining to Services with any clients, employees, associates, directors, officers, agents and approved sub-contractors of the Contractor.

Notwithstanding any other provision of this Agreement, WorkplaceNL shall not be responsible for the Contractor's costs or fees associated with compliance with this section.

**26. General** - The paragraph headings shall not be considered in interpreting the text.

**27. Invalid or Unenforceable Provision** - If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, notwithstanding this Agreement may, at WorkplaceNL's option, remain in full force and effect and such term or provision shall be deemed removed from this Agreement and the remaining provisions form a valid agreement.

**28. Waiver** - Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. Failure on the part of any party to exercise, and/or delay in exercising, any right under this Agreement shall not operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**29. Governing Law** - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador, and the forum for all disputes shall be the Courts of the Province of Newfoundland and Labrador.

**30. Survival of Obligations** – All the obligations of the Contractor under this Agreement, including but not limited to independent contractor status, confidentiality, warranty & liability, records & audit, termination, indemnification and insurance provisions, shall survive the termination or completion of this Agreement.

**31. Promotion** - The Contractor shall not associate WorkplaceNL in any advertising or other promotional materials or messages associated with it without WorkplaceNL's prior written consent. The Contractor, its employees, officers, associates and/or approved sub-contractors shall not approach WorkplaceNL personnel, to in any way promote the business of the Contractor.

**32. Enurement** – Subject to the express limitations set out in the Agreement, this Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

**33. Agreement Amendment** - The Agreement may only be modified by a written agreement signed by persons duly authorized by the Contractor and WorkplaceNL.



## STANDARD TERMS AND CONDITIONS

### DECLARATION OF CONFIDENTIALITY/CONFLICT OF INTEREST

I, \_\_\_\_\_, of \_\_\_\_\_ do declare that:  
(Print name of individual) (Print name of contractor)

1. I am either a) an owner of the Contractor; b) an employee of the Contractor, c) an independent contractor or d) I have been determined to be an employee of the Contractor by WorkplaceNL pursuant to the *Workplace Health, Safety and Compensation Act*. I am not an employee of WorkplaceNL.
2. I will perform Services pursuant to the Agreement between the Contractor and WorkplaceNL in relation to WorkplaceNL and/or in relation to clients of WorkplaceNL. All data and information received or obtained in the course of performing the Services, either directly or indirectly, is confidential information. I shall conduct myself in accordance with applicable privacy legislation and professional standards and I shall keep in confidence any such confidential information. I shall not collect, use, or retain any such confidential information whatsoever except to the extent necessary to perform Services. I will protect this information from disclosure to any other person or other entity whatsoever.
3. I acknowledge that I have read and understand the WorkplaceNL Standard Terms and Conditions and any applicable WorkplaceNL Confidentiality Schedule and I, hereby, agree to comply with all terms and conditions outlined therein.
4. Upon termination of my employment with the Contractor or when required, I shall return to the Contractor any and all confidential information obtained in the course of performing Services which is in my possession and/or control. When required, I shall return to WorkplaceNL any and all confidential information obtained in the course of performing Services which is in my possession and/or control. I will retain copies of confidential information only to the extent required by law and applicable professional standards.
5. I will not permit any actual, possible or perceived conflict of interest between the interests of WorkplaceNL and/or its clients and the interests of either myself or the Contractor, and will immediately disclose any such conflict to WorkplaceNL in writing.
6. I agree:
  - (a) to conduct all duties related to Services with impartiality;
  - (b) that I shall not influence, seek to influence, or otherwise take part in a decision related to WorkplaceNL and/or its client, knowing that the decision might further my private interests or the interests of the Contractor;
  - (c) that I shall not accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of Services, that causes, or would appear to cause, a conflict of interest; and
  - (d) that I shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of Services.
7. I acknowledge having read, understood and obtained receipt of a copy of this declaration.

SWORN/AFFIRMED at \_\_\_\_\_,  
in the Province of Newfoundland and Labrador, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019, before me:

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Signature of Individual