

Tender: 2019-01-T

Supply and Install Air Conditioning Unit in Computer Room

Issue Date: January 7, 2019

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

MANDATORY SITE VISIT REQUIRED on January 10, 2019

SECTION 1 - SCOPE OF WORK AND SPECIFICATIONS

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 Manuel must be acceptable to WorkplaceNL.
- 1.3.5.3 The successful Bidder <u>must be **COR** certified</u> 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

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; 1st floor storage room; 2nd floor janitor's room; & 3rd 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 fortyfive (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,

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.

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 MANDATORY SITE ASSESSMENT/EXAMINATION

Bidders <u>must</u> 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

- **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

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

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 <u>Bidder's name, mailing address, and Tender number</u> and shall be addressed to the following:

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WorkplaceNL 146-148 Forest Road P.O. Box 9000 St. John's, NL A1A 3B8

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.

- 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 <u>three (3) hard copies</u> 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 <u>COR certified</u> 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.

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.

- 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.

SECTION 3: GENERAL

- 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.

APPENDIX "A"

Check List Check Box to be completed and included with submission

YES 🗆	NO □
YES 🗆	NO □
\ \ \ \ \ \ \ \ \	YES YES

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.

APPENDIX "B"

Bid Form

Name of Bidder:	
Telephone 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 reaunderstand any and all addenda	nd and Agree

	APPENDIX "C"
Form of Performance Bond	
No	\$50,000
KNOW ALL MEN BY THESE PRES	ENTS THAT
Workplace Health, Safety and Comp amount of fifty thousand dollars (\$50 sum, well and truly to be made, PRI	, hereinafter called "PRINCIPAL" and corporations created and existing under the laws of duly authorized to transact the business of Surety ship in hereinafter called "SURETY", are held and firmly bound unto ensation Commission, Hereinafter canned "OB LIGEE", in the D,000.00) lawful money of Canada, for the payment of which NCIPAL and SURETY, jointly and severally, bind themselves ach of their heirs, executors, administrators, successors and
	tted a written Agreement to OBLIGEE , dated the ference made part hereof and hereinafter referred to as the
· · · · · · · · · · · · · · · · · · ·	ION OF THE OBLIGATION is such that if PRINCIPAL shall greement then this obligation shall be null and void; otherwise
	d declared by OBLIGEE to be, in default under the Contract, EE's obligations up to the time of default thereunder, SURETY 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.

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, PRINCIPA SURETY has caused its corporate seal to		•
in the presence of its duly authorized office	-	•
THE COMMON SEAL of PRINCIPAL was hereon affixed in the presence of:		
Witness	Principal	(seal)
THE COMMON SEAL of SURETY was hereon affixed in the presence of:		
Witness	Surety	(seal)

APPENDIX "D"

Computer Room Air Conditioning Unit Specifications

GENERAL <u>5</u> PLUMBING MECHANICAL (CONT.) **SPECIFICATIONS** SAFETY

ALL MECHANICAL SYSTEMS AS DETAILED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODE, NATIONAL PLUMBING CODE, ASHRAE, SMACNA, NFPA, NFC AND TO THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.

IT IS THE INTENT OF THESE DRAWINGS TO PROVIDE FOR A COMPLETE AND FULLY OPERATING SYSTEM IN ACCORDANCE WITH ALL APPLICABLE CODES. NOT WITHSTANDING THAT THE DRAWINGS MAY NOT COVER EACH AND EVERY ITEM RECHANICAL CONTRACTOR SHALL SUPPLY ALL LABOUR, MATERIALS, TOOLS, EQUIPMENT AND TRANSPORTATION NECESSARY FOR THE COMPLETE INSTALLATIONS OF THE MECHANICAL EQUIPMENT DOES NOT CAUSE A DELAY IN THE SCHEDULING OF THIS PROJECT. NOTIFY THE ENGINEER IF ANY PROBLEMS ARISE.

THE CONTRACTOR BELIEVES THERE ARE CONFLICTS OR MISSING INFORMATION IN THE PROJECT DOCUMENTS, THE CONTRACTOR SHALL PROMPTLY REQUEST CLARIFICATION AND INSTRUCTION FROM THE ENGINEER.

SPECIFICATIONS ARE DIAGRAMMATIC AND APPROXIMATE TO SCALE. THE CONTRACT DOCUMENTS ESTABLISH SCOPE, MATERIALS, OR DETAILED NISTALLATIONS INSTRUCTIONS.

DRAWINGS ARE DIAGRAMMATIC AND APPROXIMATE TO SCALE. THE CONTRACT DOCUMENTS ESTABLISH SCOPE, MATERIALS, AND QUALITY AND ARE NOT A COMPREHENSIVE BILL OF MATERIALS, OR DETAILED NISTALLATIONS INSTRUCTIONS.

CO-OPERATE WITH OTHER SECTIONS AND TRADE DISCIPLINES AS REQUIRED FOR THE COMPLETION OF THE TOTAL WORK. REPORT ANY DISCREPANCIES TO ENGINEER.

BEMPLOY ONLY TRADESPEOPLE WITH PROPER LICENSES FOR THE WORK.

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WORK.

ALL FIRE ASSEMBLIES MUST BE MAINTAINED.

CONFORM TO MANUFACTURERS INSTALLATION INSTRUCTIONS, DETAILS, AND PROCEDURES FOR EQUIPMENT INSTALLATION AND START-UP.

SUPPLY AND INSTALL ALL MANUFACTURER'S RECOMMENDED ACCESSORIES FOR EACH UNIT INCLUDING VALVES, FITTINGS, GAUGES, FILTERS, ETC.

1. ENSURE THAT ALL EQUIPMENT AND SYSTEMS ARE OPERABLE AND SAFE FOR NORMAL OPERATION. ALL TESTING, ADJUSTING, BALANCING WORK AND RECORD KEEPING SHALL BE PERFORMED PRIOR TO COMMISSIONING. OPERATIONAL TESTS ON EQUIPMENT, DUCTWORK, PIPING AND CONTROL SYSTEMS SHALL BE PERFORMED PRIOR TO COMMISSIONING TO VERIFY THAT PRESSURE AND FLOW RATES MEET DESIGN REQUIREMENTS.

2. SUBMIT PDF SHOP DRAWINGS OF ALL EQUIPMENT, VALVES, PIPING, INSULATION, ETC., FOR APPROVAL. EQUIPMENT IS NOT TO BE PURCHASED PRIOR TO SHOP DRAWING APPROVAL.

3. OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED TO CARRY OUT AND COMPLETE THE WORK.

4. ALL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF ACCEPTANCE BY OWNER.

5. PROVIDE ONE (1) COPY AND ONE (1) PDF COPY OF AS—BUILT DRAWINGS AND MAINTENANCE MANUALS FOR APPROVAL BY

1. ENGINEER.

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<u>PLUMBING</u>

- ALL PLUMBING TO BE TESTED AND INSTALLED AS PER THE CANADIAN PLUMBING CODE, LATEST EDITION, AND TO THE REQUIREMENTS OF AUTHORITY HAVING JURISDICTION.
- INSTALLED ON A 150 MM BED OF GRANULAR A OR SAND AND BACKFILLED TO 150 MM ABOVE PIPE WITH SAME. FOR ABOVEGROUND DWV PIPING: FOR COMBUSTIBLE CONSTRUCTION PVC TO CSA B181.2; FOR ABOVEGROUND DWV PIPING FOR NON—COMBUSTIBLE CONSTRUCTION: FLAME SPREAD RATING LESS THAN 25 AND SMOKE DEVELOPED CLASSIFICATION LESS THAN 50 AND CSA B181.2. JOINTS: SOLVENT WELD FOR PVC TO ASTM D2564, NPS 1 ½ TO 6: ONE STEP OR TWO STEP CEMENT, NPS 8 AND ABOVE: TWO STEP CEMENT. ALL PLASTIC PIPE PENETRATING FIRE RATED WALL OR FLOORS SHALL BE FIRE STOPPED WITH ULC APPROVED FIRE STOPPING METHOD.

 DOMESTIC HOT, COLD AND RECIRCULATION SYSTEMS, WITHIN BUILDING:

.1) ABOVE GROUND WATER SUPPLY PIPING BE TYPE "L"
HARD DRAWN COPPER TO ASTM B88M.
.2) BURIED PIPING TO BE SOFT ANNEALED, TYPE K TO ASTM B88M.
B88M.

SUPPLY MAIN PIPING AT ALL CHANGES IN DIRECTION, AT ALL TEES AND ALL END OF LINES.

NISTALL WATER HAMMER ARRESTORS THROUGHOUT THE DOMESTIC SUPPLY SYSTEM TO PREVENT DAMAGE DUE TO WATER HAMMER TO THE RECOMMENDATIONS OF STANDARD PDI-WH201 FROM THE PLUMBING AND DRAINAGE INSTITUTE. SHUT OFF VALVES: GATE OR BALL, PROVIDE ISOLATING MEANS FOR ALL INDIVIDUAL FIXTURES, EQUIPMENT, BATHROOM GROUPS ON BRANCHES.

3. ALL DOMESTIC HOT, COLD AND RECIRCULATION WATER PIPING AS WELL AS INTERNAL RAIN WATER LEADERS (ABOVE GRADE) SHALL BE INSULATED WITH 25 MM THICK DUAL TEMPERATURE GLASS FIBRE PIPE INSULATION. INSULATION SHALL BE MANUFACTURED BY FIBREGLASS OF CANADA. THIS INSULATION SHALL BE SUPPLIED COMPLETE WITH FLAME RETARDANT VAPOUR BARRIER JACKET CONSISTING OF GLASS FIBRE. REINFORCED LAMINATE OF ALUMINUM FOIL AND KRAFT PAPER. LONGITUDINAL SEAMS OF THE VAPOUR BARRIER JACKET SHALL BE SEALED WITH VAPOUR PROOF ADHESIVE, TYPE 32.

INSULATE AND TAPE ALL VALVES AND FITTINGS. EXPOSED PIPING INSULATION TO BE FINISHED WITH 8 OZ. FATTAL U.LC. LISTED CANVAS MILL NOT BE ACCEPTED.

THIS CONTRACTOR SHALL SUPPLY ALL FITTINGS, VALVES, CLEANOUTS, ACCESS COVERS IN WALLS OR FLOORS, ETC. AS REQUIRED FOR THE COMPLETE INSTALLATION OF THE MECHANICAL SYSTEMS. ACCESS PANELS IN FIRE RATED WALLS/CEILINGS TO BE FIRE RATED TYPE 'U.C' APPROVED, 'ACUDOR' OR EQUAL HAVING A RATING TO OR GREATER THAN THAT OF FIRE SEPARATION.

<u>IDENTIFICATION</u>

ALL HEAT PUMP UNITS, DUCT, AND OTHER MECHANICAL EQUIPMENT AND SERVICES ARE TO BE PERMANENTLY LABELED WITH TAGS REFERENCED TO THE DRAWINGS AND DIRECTION OF FLOW.

ALL CONTROL DEVICES ARE TO BE LABELED WITH THE IDENTIFICATION OF THE DEVICE THAT THEY CONTROL AND THE CONTROL FUNCTION.

ALL PIPING TO BE PERMANENTLY LABELED WITH TAGS REFERENCED TO THE DRAWINGS.

CUTTING AND PATCHING

UNLESS OTHERWISE STIPULATED, THE MECHANICAL CO SHALL BE RESPONSIBLE FOR COORDINATING WITH GE! CONTRACTOR THE CUTTING, PATCHING, AND MAKE GO! OPENINGS REQUIRED FOR THE MECHANICAL SERVICES ONTRACTOR ENERAL DOD ALL

INSERTS AND SLEEVES

PIPE SLEEVES PASSING THOUGH WALLS, FLOORS, CEI BEAMS TO BE SCHEDULE 40 BLACK STEEL PIPE PAC WATER TIGHTNESS AND SOUND TRANSMISSION AND WFIREPROOF, FLEXIBLE SEALANT. INSTALL POLISHED CHESCUTCHEON PLATES ON ALL PIPES WHERE PENETRAVISIBLE TO STAFF OR PUBLIC. EILINGS, CKED FOR WITH CHROME PATIONS ARE

REFRIGERATION PIPING

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- ۶.
- REFERENCE REFRIGERATION CODE CSA-852, LATEST EDITION.

 TUBING PROCESSED FOR REFRIGERATION INSTALLATIONS, DEOXIDIZED, DEHYDRATED AND SEALED. HARD COPPER TO ASTM B 280, TYPE B.

 ANNEALED COPPER TO ASTM B 280 WITH MINIMUM WALL THICKNESS AS PER CSA B52 AND ASME B31.5.

 INSULATION SHALL BE A FLEXIBLE, CLOSED-CELL ELECTROMETRIC PIPE INSULATION EQUAL TO AP ARMFLEX, AC ACCOFLEX. ADHESIVE SHALL BE EQUAL TO AP ARMFLEX 520, OR 520 BLV ADHESIVE. THE INSULATION SHALL CONFORM TO ASTM C534 GRADE 1, TYPE 1.

 ALL EXTERIOR PIPING SHALL HAVE A SUITABLE COVERING TO PROTECT FROM EXTERIOR ELEMENTS SUCH AS UV.

 ALL PIPING TO BE SIZED AS PER MANUFACTURES RECOMMENDATION.

 PIPING SHALL BE SUPPORTED WITH THALER ALUMINUM PIPE SUPPORTS MODEL MERS- 708. CONTRACTOR SHALL; USE BALLAST TO SECURE THE SUPPORT IN PLACE WHEN ROOF REPAIR IS NOT IN SCOPE.

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HANGERS AND SUPPORTS

- SUPPORT WITH CLEVIS TYPES HANGERS AS PER APPLICABLE CODES.
 PIPE HANGERS, INSULATED OR EPOXY COATED SADDLES, WHERE NOT OF SAME MATERIAL AS (UNINSULATED) PIPING, OVERSIZED TO FIT OVER INSULATION.
 ALL SUPPORTS TO BE FROM BUILDING STRUCTURE AN NOT FROM OTHER EQUIPMENT. AND

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۶. 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 FOR MANAGING HAZARDS.

PROVIDE A COPY OF THE 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.

TEE FITTING OFF THE BOTTOM	OFF THE TOP	PIPE UP ——————————————————————————————————	BASIC MATERIALS	MECHAN
NEW REFRIGERANT LIQUID PIPERL	PIPE	EXISTING PIPING/EQUIPMENT TO	PIPING	MECHANICAL LEGEND

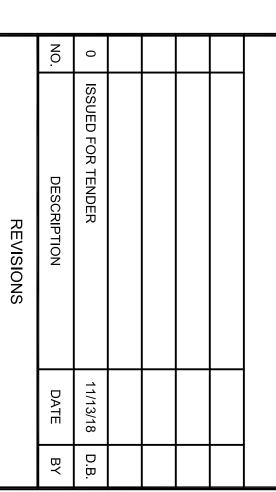
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MECHANICAL SPECIFICATIONS LEGEND & LIST OF DRAV	MECHANICAL LIST
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NOTES:
1. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. DO NOT SCALE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

MECHANICAL SPECIFICATIONS MECHANICAL DEMOLITION PLATE MECHANICAL NEW A/C SYST PLAN YSTEN & DE M PLAN DETAILS WINGS







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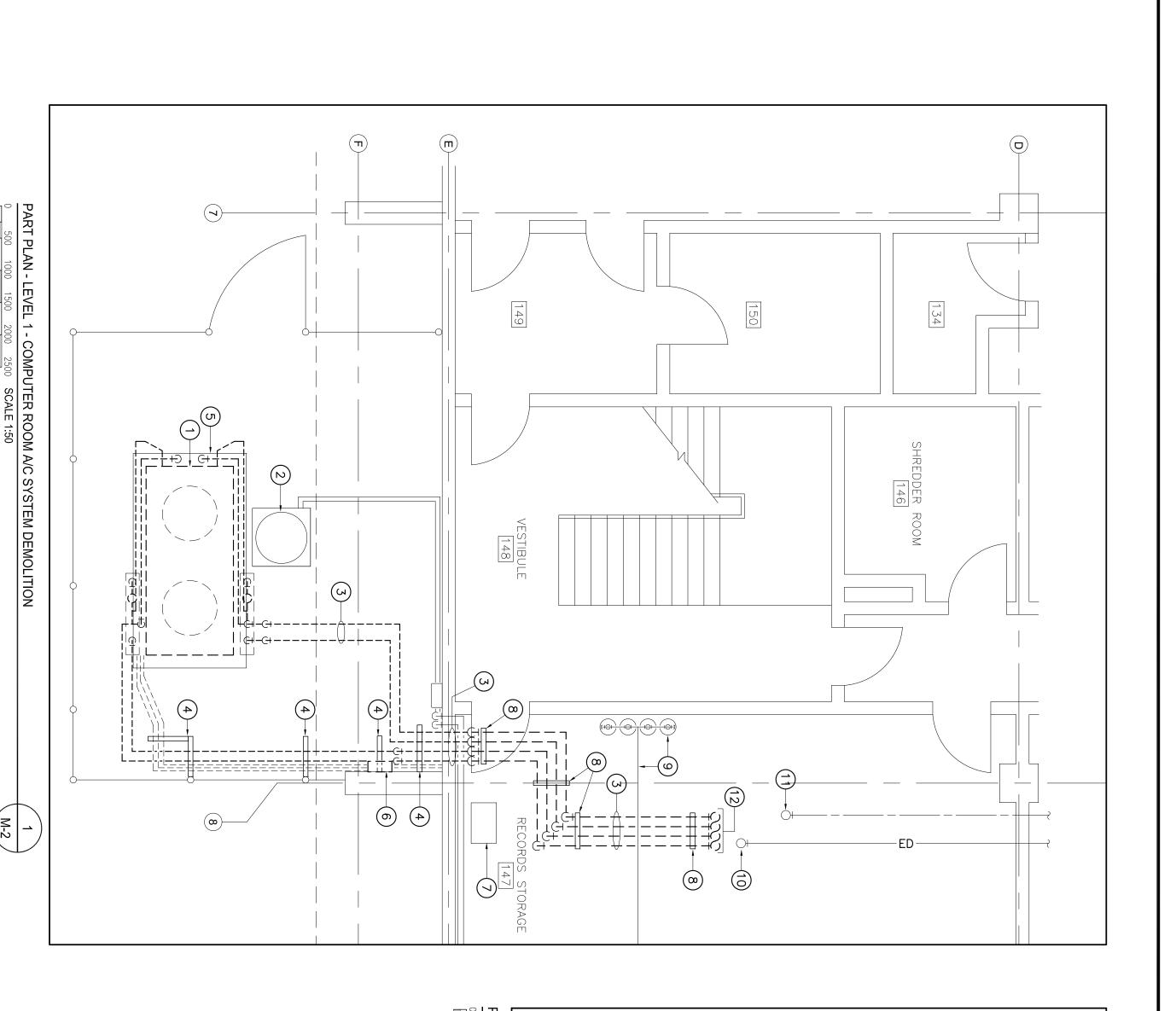
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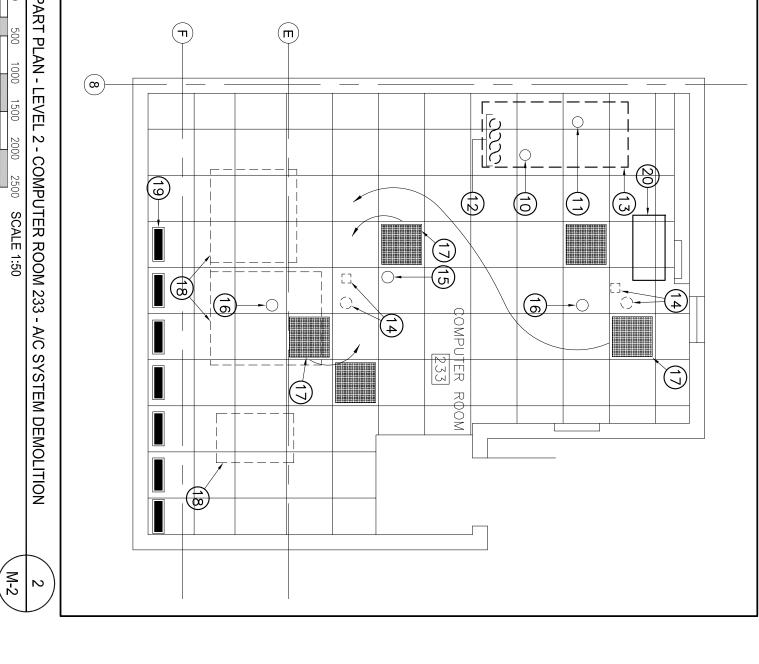
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WORKPLACE NL
COMPUTER ROOM AIR
CONDITIONING UNIT

DRAWING MECHANICAL SPECIFICATIONS, LEGEND & LIST OF DRAWINGS

OCT 2018 D.B. DWG. FILE NO. AS NOTED C R FILE NO. CR 0





- DRAWING NOTES:

 (1) 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.

3

- (4) 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 INERGEN STORAGE SITE AND DISPENSER PIPE SERVING COMPUTER ROOM 233 TO REMAIN AS IS. SEE NOTE 10 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 M3. 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 M3.

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- EXISTING WATER AND SMOKE DETECTORS BELOW RAISED FLOOR TO REMAIN AS IS. SEE NOTE 2.

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- LOCATION OF TEMPORARY COOLING SYSTEM. CONTRACTOR TO SUPPLY AND INSTALL TEMPORARY COOLING SYSTEM EQUAL TO MOVINCOOL 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.

- (2) 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 M3.

(3) (5) (5)

- EXISTING INTERIOR PIPE SUPPORTS TO REMAIN AND BE REUSED IN NEW INSTALLATION. SEE DRAWING M3.
- 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 M3.
- 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.

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- 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 M3.
- (19) EXISTING FLOOR GRILLES IN RAISED FLOOR TO REMAIN AS IS. 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.

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EXISTING REFRIGERANT PIPING SERVING EXISTING CONDENSER TO BE REMOVED. EXTERIOR WALL OPENINGS TO BE REUSED IN THE NEW INSTALLATION. SEE DRAWING M-3.

NOTES:

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

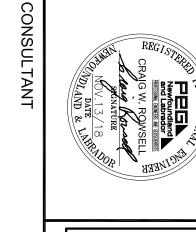
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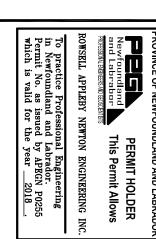


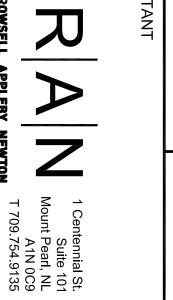












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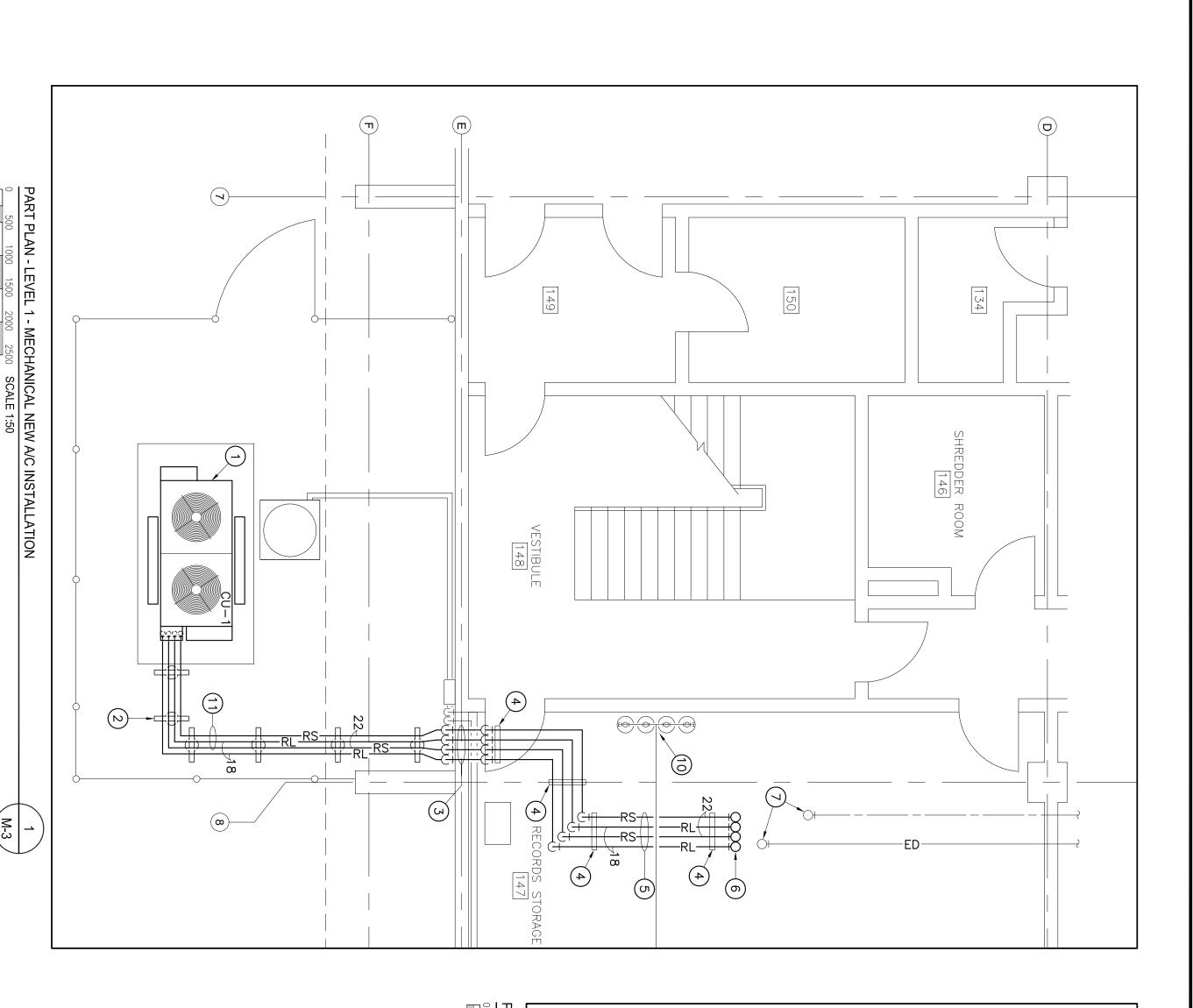
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COMPUTER ROOM AIR
CONDITIONING UNIT

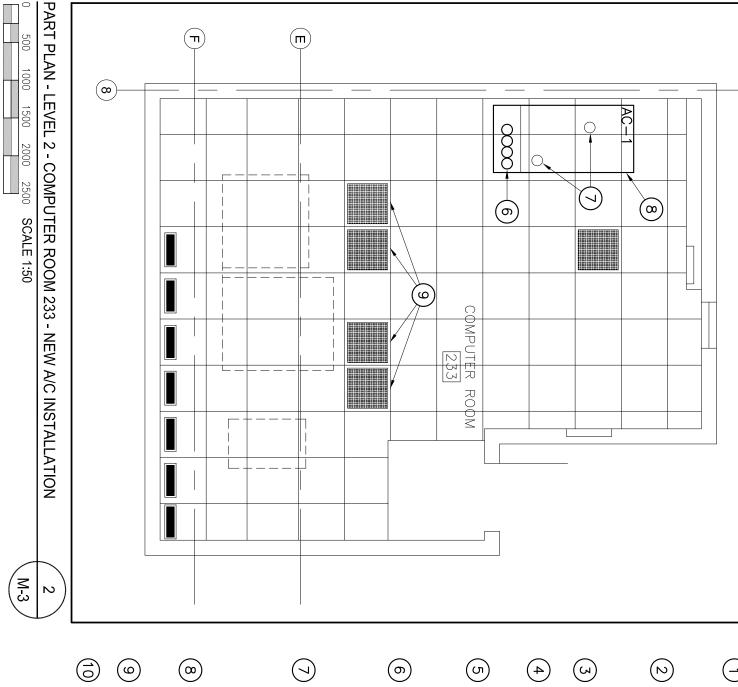
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DRAWING

MECHANICAL DEMOLITION PLAN

OCT 2018 DΒ DWG. FILE NO. AS NOTED C R FILE NO. M-2 CR 0





- DRAWING NOTES:

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- PENETRATIONS TO BE SLEEVED AND
- NEW PIPE ROUTING TO FOLLOW EXISTING DEMOLISHED 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.
- NEW A/C UNIT AC-1. INSTALL INSTRUCTIONS. SEE SCHEDULE DESCRIPTION. AS PER MANUFACTURER'S ON DRAWING M-4 FOR UNIT
- EXISTING PERFORATED FLOOR TILES. SEE
- NEW LOCATIONS OF DRAWING M-1.
- EXISTING INERGEN 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 INERGEN SYSTEM DISCHARGE. PROVIDE FIRE WATCH WHEN INERGEN SYSTEM IS NOT OPERATIONAL. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE DEACTIVATION/REACTIVATION OF THE INERGEN SYSTEM.
- ALL EXTERIOR REFRIGERANT PIPING TO BE COVERED WITH WEATHER PROOF ALUMINUM INSULATION JACKET.

- 1) NEW CONDENSING UNIT CU-1 MOUNTED ON EXISTING CONCRETE PAD. INSTALL AND SECURE NEW UNIT TO PAD AS PER MANUFACTURERS INSTRUCTIONS WITH APPROPRIATE HARDWARE. SEE SCHEDULE ON DRAWING M-4 FOR UNIT DESCRIPTION.

 2) NEW REFRIGERANT PIPING SUPPORT ASSEMBLY. SEE DETAIL ON DRAWING M-4. NUMBER AND HEIGHT OF SUPPORTS TO BE COORDINATED ON SITE WITH EXISTING GRADE AND NEW CONDENSER REQUIREMENTS.
- REFRIGERANT PIPING BUILDING CAULKED WEATHER TIGHT.
- EXISTING PIPE SUPPORTS ON BUILDING INTERIOR TO BE REUSED IN NEW PIPING INSTALLATION. TYPICAL. PROVIDE ADDITIONAL SUPPORTS AS REQUIRED.

NOTES:

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

- 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.

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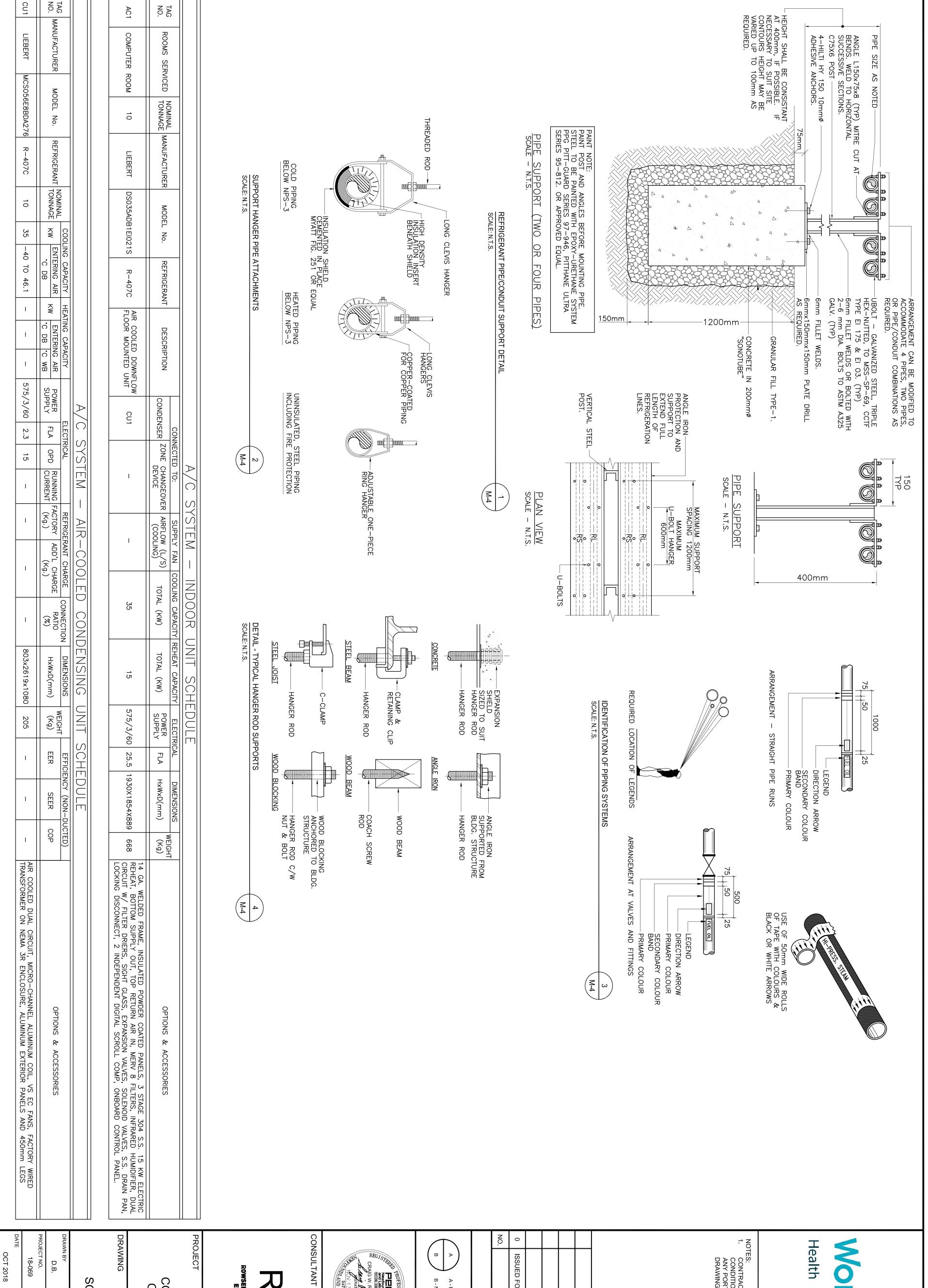
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COMPUTER ROOM AIR
CONDITIONING UNIT

St. John's, NL

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MECHANICAL A/C SYSTEM PI

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NOTES:

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

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WORKPLACE NL
COMPUTER ROOM AIR
CONDITIONING UNIT

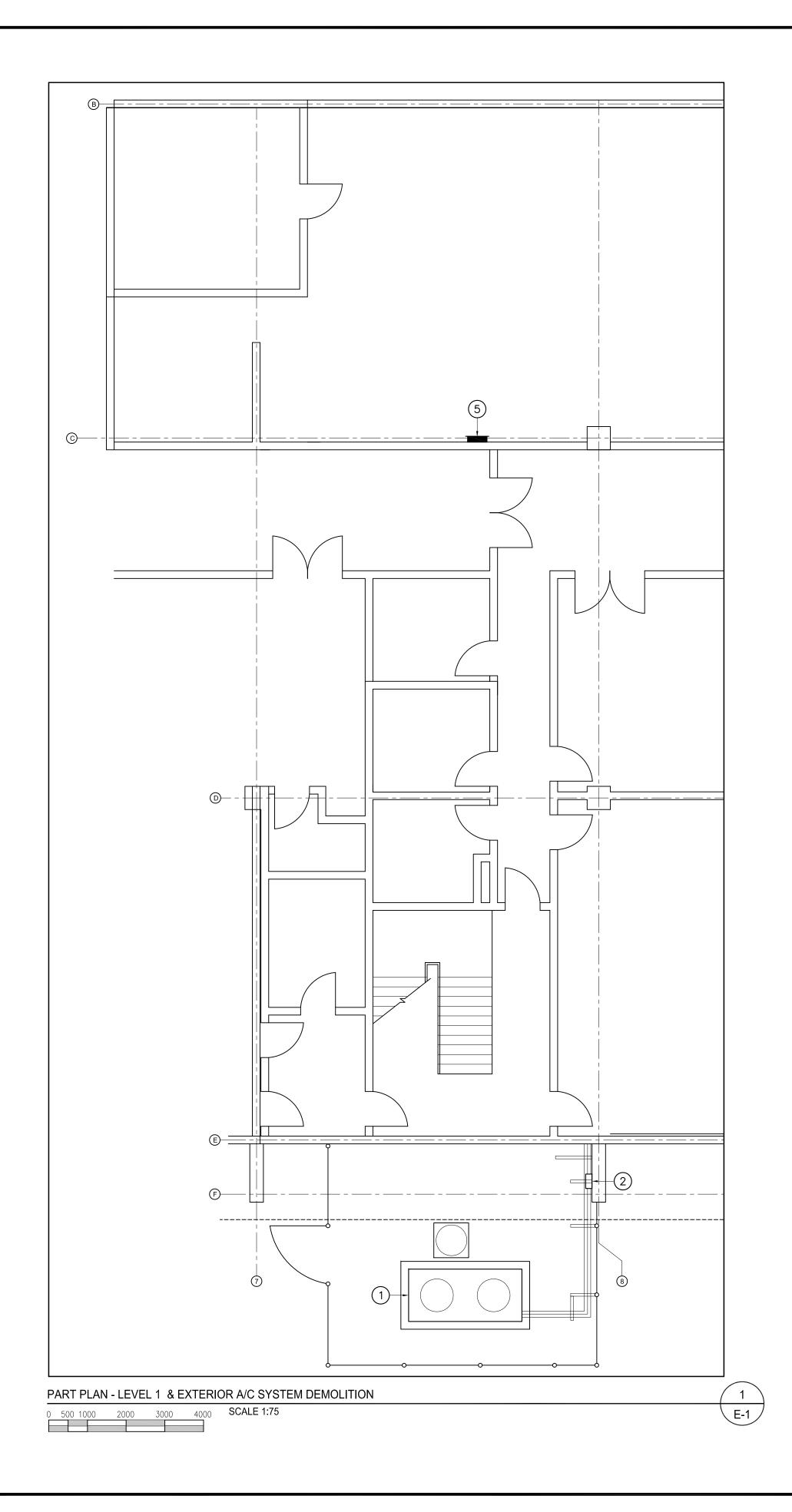
SCHEDULES & DETAILS

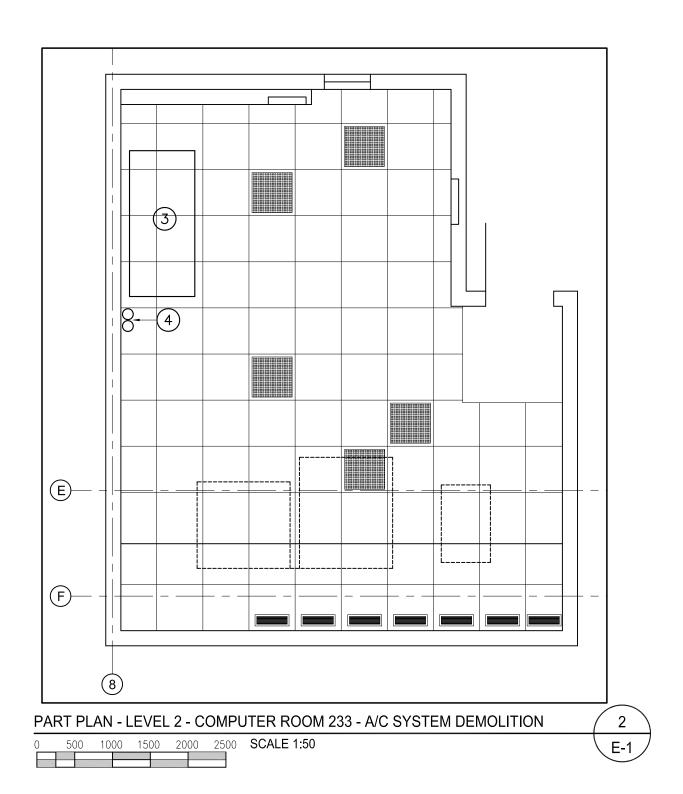
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DRAWING NOTES:

- 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.
- 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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NOTES:

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

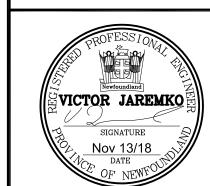
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and Labrabor

PROFESSIONAL ENGREES AND GEOSCENTISTS

PROVINCE OF NEWFOUNDLAND AND LABRADOF

PERMIT HOLDER

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Suite 101 bunt Pearl, NL A1N 0C9 709.754.9135

PROJECT

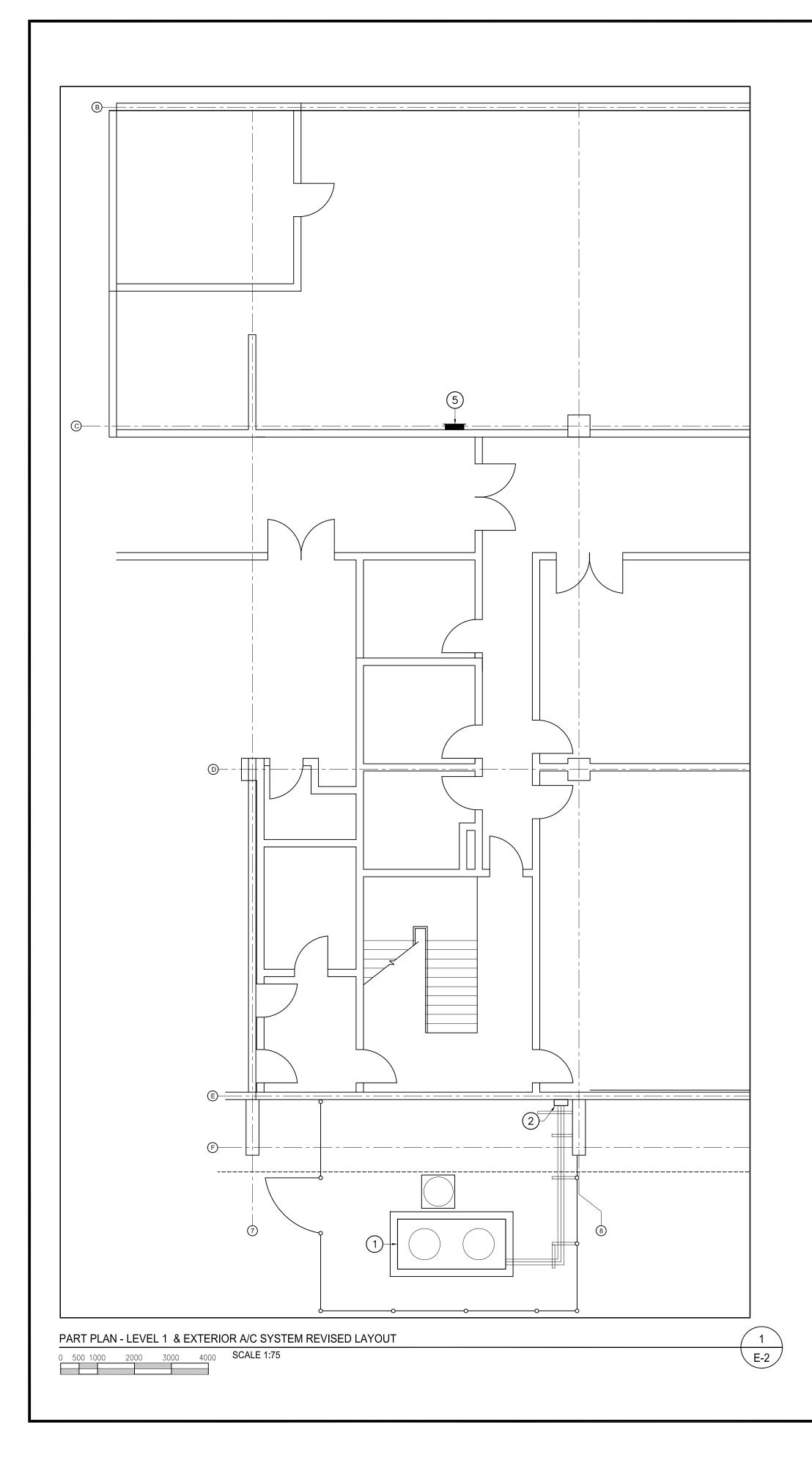
WORKPLACE NL COMPUTER ROOM AIR CONDITIONING UNIT

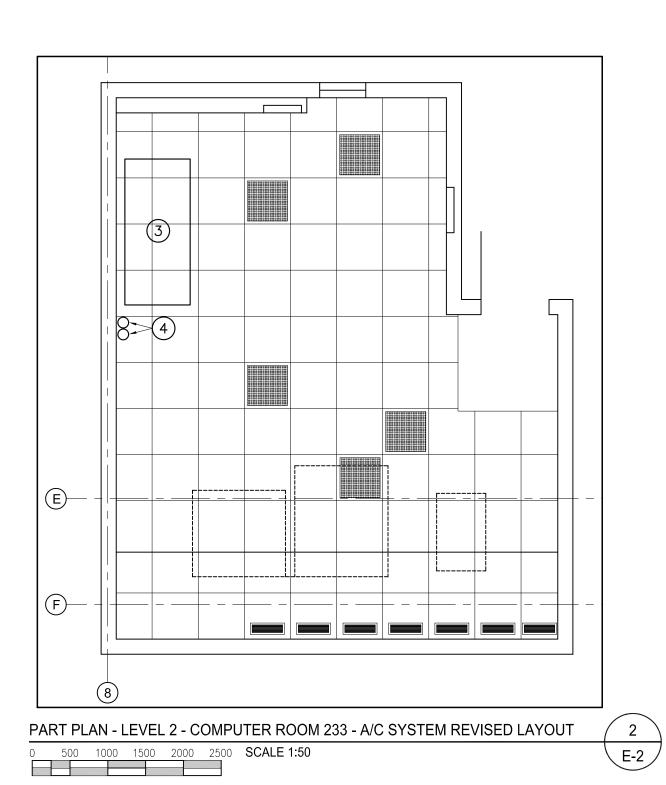
St. John's, NL

DRAWING

ELECTRICAL DEMOLITION LAYOUT

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





DRAWING NOTES:

- 1) NEW EXTERIOR CONDENSER UNIT, RECONNECT EXISTING EXTERIOR ELECTRICAL POWER FEEDS FROM NEW JUNCTION BOX.
- 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:

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

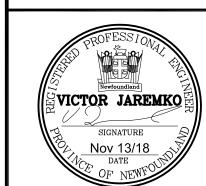
0	ISSUED FOR TENDER	13/11/18	JWF
NO.	DESCRIPTION	DATE	BY

REVISIONS



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

B - NO. OF DRAWING WHERE ABOVE IS DRAWN



PROVINCE OF NEWFOUNDLAND AND LABRADOR

PEGAL

Newfoundland
and Labrabor

PROVINCE OF NEWFOUNDLAND AND LABRADOR

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



Suite 101 bunt Pearl, NL A1N 0C9 709.754.9135

PROJECT

WORKPLACE NL COMPUTER ROOM AIR CONDITIONING UNIT

St. John's, NL

DRAWING

ELECTRICAL REVISED LAYOUT

DRAWN BY	CHECKED BY	APPROVED BY	
J.W.F	V.J.	V.J.	
PROJECT NO.	DWG. FILE NO.	FILE NO.	
18-069	-	-	
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GENERAL

- 1. THIS SECTION COVERS ITEMS COMMON TO SECTION OF DIVISION 26. THIS SECTION SUPPLEMENTS REQUIREMENTS OF DIVISION 1. 2. QUALIFIED TRADES PEOPLE SHALL BE USED FOR ALL DISCIPLINES OF THE ELECTRICAL WORK REQUIRED FOR THIS PROJECT.
- 3. GENERAL REQUIREMENTS, INSTRUCTIONS TO BIDDERS AND ANY ADDENDA HERE TO FORM PART OF THE CONTRACT DOCUMENTS AND SHALL BE READ IN CONJUNCTION WITH THEM. WORK TO INCLUDE THE FURNISHING OF ALL LABOR AND MATERIALS UNLESS SPECIFIED OTHERWISE TO COMPLETE AND PUT INTO OPERATING CONDITION ALL ELECTRICAL SYSTEMS AS INDICATED ON THE
- 4. RESPONSIBILITY AS TO WHICH TRADE PROVIDES REQUIRED ARTICLES OR MATERIALS RESTS WITH THE GENERAL CONTRACT TRADE. EXTRAS WILL NOT BE CONSIDERED BASED ON GROUNDS OF DIFFERENCE OF INTERPRETATION OF SPECIFICATIONS AS TO WHICH TRADE INVOLVED SHALL PROVIDE CERTAIN SPECIALTIES OR MATERIALS.

DRAWINGS AND SPECIFICATIONS

DRAWINGS AND SPECIFIED HEREIN.

- 1. DRAWINGS AND SPECIFICATIONS ARE COMPLIMENTARY EACH TO THE OTHER AND WHAT IS CALLED FOR BY ONE TO BE BINDING AS IF CALLED FOR BY BOTH.
- 2. SHOULD ANY DISCREPANCY APPEAR BETWEEN DRAWINGS AND SPECIFICATIONS WHICH LEAVES ELECTRICAL TRADE IN DOUBT AS TO TRUE INTENT AND MEANING, OBTAIN RULING FROM ENGINEER BEFORE SUBMITTING TENDER. IF THIS IS NOT DONE, IT WILL BE ASSUMED THAT THE MOST EXPENSIVE ALTERNATIVE HAS BEEN ALLOWED FOR.

EXAMINATION OF OTHER DRAWINGS

1. THE CONTRACTOR IS TO EXAMINE CAREFULLY STRUCTURAL, ARCHITECTURAL AND MECHANICAL DRAWINGS AND WORK OF OTHER TRADES AND SATISFY HIMSELF THAT THE WORK UNDER THIS CONTRACT CAN BE SATISFACTORILY CARRIED OUT WITHOUT CHANGES TO THE BUILDING AS SHOWN ON THE PLANS. SHOULD ANY DIFFICULTY ARISE SHOWING CONFLICT WITH, OR REQUIRING ADDITIONAL WORK BEYOND THE WORK OF THESE DRAWINGS, BRING THIS MATTER TO THE ATTENTION OF THE ENGINEER BEFORE SUBMITTING

SETTING OUT OF THE WORK

- 1. ELECTRICAL TRADE TO BE RESPONSIBLE FOR CORRECTING ALL WORK COMPLETED CONTRARY TO INTENT OF DRAWINGS AND SPECIFICATIONS AND BEAR ALL COST FOR SAME. WHERE INTENT OF DRAWINGS AND SPECIFICATIONS IS NOT CLEAR, OBTAIN CLARIFICATION BEFORE PROCEEDING WITH WORK.
- 2. ELECTRICAL TRADE TO GIVE WORK HIS PERSONAL SUPERVISION, LAY OUT HIS OWN WORK, DO ALL NECESSARY LEVELING AND MEASURING OR EMPLOY A COMPETENT ENGINEER TO DO SO. FIGURES, FULL SIZE AND DETAIL DRAWINGS TO TAKE PRECEDENCE OVER SCALE MEASUREMENTS.
- 3. WHERE ANY EQUIPMENT SUPPLIED BY ELECTRICAL TRADE MUST BE BUILT IN WITH WORK OF OTHER CONTRACTORS, THIS CONTRACTOR TO BE RESPONSIBLE FOR SUPPLYING OF EQUIPMENT TO BE BUILT IN OR MEASUREMENTS TO ALLOW NECESSARY OPENINGS TO BE LEFT SO AS NOT TO HOLD UP WORK.
- 4. ELECTRICAL TRADE TO BE RESPONSIBLE FOR ANY DAMAGE CAUSED OWNER OR ANY OTHER TRADE BY IMPROPER LOCATION OR CARRYING OUT OF HIS WORK.
- 5. ELECTRICAL TRADE, IN SETTING OUT OF HIS WORK, TO MAKE REFERENCE TO ARCHITECTURAL, STRUCTURAL AND MECHANICAL DRAWINGS. CONSULT WITH ALL TRADES IN SETTING OUT LOCATIONS FOR CONDUIT RUNS, LIGHTING FIXTURES, PANEL ASSEMBLIES, ETC. SO THAT CONFLICTS ARE AVOIDED AND SYMMETRICAL SPACING IS MAINTAINED.
- 6. WHERE RECEPTACLES ARE MOUNTED ABOVE COUNTERS, BENCHES, SPLASH BACKS, ETC. LOCATION AND MOUNTING HEIGHTS TO BE COORDINATED WITH THE BUILT-IN UNITS. REFER TO ARCHITECTURAL DETAILS. WHERE RECEPTACLES OCCUR IN OUTSIDE WALLS
- WHERE HEATING UNITS OCCUR, RECEPTACLE HEIGHT TO BE ADJUSTED TO COORDINATE WITH HEATING UNITS. 7. RECEPTACLES AND OTHER ELECTRICAL BOXES MOUNTED IN COMMON WALLS SHALL BE OFFSET BY A MINIMUM OF 150mm.
- 8. SWITCH MOUNTING TO BE COORDINATED WITH ARCHITECTURAL DETAILS AND TO BE ADJUSTED, IF REQUIRED, TO COORDINATE WITH PANELING, DADOS, MASONRY COURSE LINES, ETC.
- 9. WHERE OUTLETS OCCUR IN EXTERIOR WALLS, ELECTRICAL TRADE TO ENSURE THAT THERE IS INSULATION BEHIND THE OUTLET BOXES TO PREVENT CONDENSATION THROUGH THE BOXES.

1. PRIOR TO SUBMITTING TENDER, ELECTRICAL TRADE TO CAREFULLY EXAMINE THE SITE AND ASCERTAIN ALL CONDITIONS WHICH MAY AFFECT THIS TRADE. NO EXTRAS WILL BE ALLOWED FOR WORK RESULTING FROM CONDITIONS THAT WOULD HAVE BEEN EVIDENT UPON A THOROUGH EXAMINATION OF THE SITE.

CODES, STANDARDS AND PERMITS

- 1. DO COMPLETE INSTALLATION IN ACCORDANCE WITH LATEST EDITION OF CSA C22.1 AND REGULATIONS OF ELECTRICAL INSPECTION
- 2. DO OVERHEAD AND UNDERGROUND SYSTEMS IN ACCORDANCE WITH CSA C22.3 NO. 1-M1979.
- 3. ABBREVIATIONS FOR ELECTRICAL TERMS: TO CSA Z85-1983.
- 4. ELECTRICAL TRADE TO OBTAIN ALL PERMITS REQUIRED AND AFTER COMPLETION OF THE WORK FURNISH TO THE ENGINEER A CERTIFICATE OF FINAL INSPECTION AND APPROVAL FROM THE ELECTRICAL INSPECTION DEPARTMENT.

CARE, OPERATION AND START-UP

- 1. INSTRUCT OPERATING PERSONNEL IN THE OPERATION, CARE AND MAINTENANCE OF EQUIPMENT.
- 2. ARRANGE AND PAY FOR SERVICES OF MANUFACTURER'S FACTORY SERVICE ENGINEER TO SUPERVISE START-UP OF INSTALLATION, CHECK, ADJUST, BALANCE AND CALIBRATE COMPONENTS.
- 3. PROVIDE THESE SERVICES FOR SUCH PERIOD, AND FOR AS MANY VISITS AS NECESSARY TO PUT EQUIPMENT IN OPERATION, AND ENSURE THAT OPERATING PERSONNEL ARE CONVERSANT WITH ALL ASPECTS OF ITS CARE AND OPERATION. VOLTAGE RATINGS

2. MOTORS, CONTROL AND DISTRIBUTION DEVICES AND EQUIPMENT TO OPERATE SATISFACTORILY AT 60 HZ WITHIN NORMAL OPERATING LIMITS ESTABLISHED BY ABOVE STANDARD. EQUIPMENT TO OPERATE IN EXTREME OPERATING CONDITIONS ESTABLISHED

1. OPERATING VOLTAGES: TO CAN3-C235-83.

PERMITS, FEES AND INSPECTION 1. SUBMIT TO ELECTRICAL INSPECTION DEPARTMENT AND SUPPLY AUTHORITY NECESSARY NUMBER OF DRAWINGS AND SPECIFICATIONS

- FOR EXAMINATION AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.
- PAY ASSOCIATED FEES.
- 3. CONTRACTOR SHALL PROVIDE DRAWINGS AND SPECIFICATIONS REQUIRED BY ELECTRICAL INSPECTION DEPARTMENT AND SUPPLY AUTHORITY AT NO COST.
- 4. NOTIFY ENGINEER OF CHANGES REQUIRED BY ELECTRICAL INSPECTION DEPARTMENT PRIOR TO MAKING CHANGES. FURNISH CERTIFICATES OF ACCEPTANCE FROM AUTHORITIES HAVING JURISDICTION ON COMPLETION OF WORK TO ENGINEER.
- 5. FURNISH CERTIFICATES OF ACCEPTANCE FROM AUTHORITIES HAVING JURISDICTION ON COMPLETION OF WORK TO ENGINEER.

MATERIALS AND EQUIPMENT

- 1. EQUIPMENT AND MATERIAL TO BE NEW AND CSA CERTIFIED. WHERE THERE IS NO ALTERNATIVE TO SUPPLYING EQUIPMENT WHICH IS NOT CSA CERTIFIED, OBTAIN SPECIAL APPROVAL FROM ELECTRICAL INSPECTION
- 2. FACTORY ASSEMBLE CONTROL PANELS AND COMPONENT ASSEMBLIES.
- 3. UNIFORMITY OF MANUFACTURER TO BE MAINTAINED FOR ANY PARTICULAR ITEM THROUGHOUT.

ELECTRIC MOTORS, EQUIPMENT AND CONTROLS

1. UNLESS OTHERWISE SPECIFIED, ELECTRICAL TRADE TO SUPPLY AND INSTALL ALL CONDUIT AND WIRE, FITTINGS AND CONNECTIONS FOR ALL MECHANICAL MORE THAN 50V. 50V AND LESS BY CONTROLS CONTRACTOR. MOTOR PROTECTION SWITCHES COMPLETE WITH OVERLOAD RELAYS ETC. TO BE SUPPLIED AND INSTALLED BY ELECTRICAL TRADE. ELECTRICAL TRADE TO CONFIRM MECHANICAL TRADE SIZE. CHARACTERISTICS AND LOCATIONS OF ALL MECHANICAL EQUIPMENT BEFORE INSTALLATION OF CONDUIT ETC.

- 1. ALL ELECTRICAL FITTINGS, SUPPORTS, HANGER RODS, PULL BOXES, CHANNEL FRAMES, CONDUIT RACKS, OUTLET BOXES, BRACKETS, CLAMPS, ETC. TO HAVE GALVANIZED FINISH OR PAINT FINISH OVER CORROSION-RESISTANT
- 2. ALL PANELS TO BE FACTORY FINISHED WITH SPRAY-ON AIR DRY ENAMEL. ALL ENAMEL TO BE APPLIED OVER CORROSION-RESISTANT PRIMER. MATTE OR FLAT TYPE FINISH PAINT WILL NOT BE ACCEPTED. ALL PANELS OR SIMILAR FACTORY FINISH UNITS THAT ARE SCRATCHED OR MARKED DURING INSTALLATION TO BE TOUCHED UP WITH MATCHING SPRAY-ON AIR DRY LACQUER AND IF REQUIRED TO PROVIDE SATISFACTORY JOB TO BE
- 3. ALL 347/600V AND 120/208V PANEL BOARDS, PULL BOXES, ETC. TO BE FINISHED IN GREY ENAMEL.

ACCESS DOORS

- 1. ELECTRICAL TRADE TO SUPPLY AND INSTALL ACCESS DOORS REQUIRED FOR PROPER SERVICING OF ALL ELECTRICAL WORK. ACCESS PANEL TO BE OF NOT LESS THAN 14 GAUGE STEEL, PRIME COAT FINISHED AND PAINTED ON THE JOB TO MATCH THE WALL OR CEILING FINISH.
- 2. NUMBER OF ACCESS DOORS TO BE KEPT TO AN ABSOLUTE MINIMUM AND TO BE USED ONLY WITH THE PERMISSION OF THE ENGINEER.

EQUIPMENT IDENTIFICATION

- 1. IDENTIFY ELECTRICAL EQUIPMENT WITH NAMEPLATES AND LABELS AS FOLLOWS:
- NAMEPLATES:
- .1 LAMICOID 3MM THICK PLASTIC ENGRAVING SHEET, BLACK FACE, WHITE CORE, MECHANICALLY ATTACHED WITH SELF TAPPING SCREWS

NAMEPLATE SIZES SIZE 1 10 X 50MM 1 LINE 3MM HIGH LETTERS SIZE 2 12 X 70MM 1 LINE 5MM HIGH LETTERS SIZE3 12 X 70MM 2 LINES 3MM HIGH LETTERS SIZE 4 20 X 90MM 1 LINE 8MM HIGH LETTERS SIZE 5 20 X 90MM 2 LINES 5MM HIGH LETTERS SIZE 6 25 X 100MM 1 LINE 12MM HIGH LETTERS SIZE 7 25 X 100MM 2 LINES 6MM HIGH LETTERS

LABELS

- .1 EMBOSSED PLASTIC LABELS WITH 6MM HIGH LETTERS UNLESS SPECIFIED OTHERWISE.
- 4. WORDING ON NAMPLATES AND LABELS TO BE APPROVED BY ENGINEER PRIOR TO MANUFACTURE.
- 5. ALLOW FOR AVERAGE OF TWENTY-FIVE (25) LETTERS PER NAMEPLATE AND LABEL.
- 6. IDENTIFICATION TO BE ENGLISH.
- 7. NAMEPLATES FOR TERMINAL CABINETS AND JUNCTION BOXES TO INDICATE SYSTEM AND/OR VOLTAGE
- 8. DISCONNECTS, STARTERS AND CONTACTORS: INDICATE EQUIPMENT BEING CONTROLLED AND VOLTAGE.
- 9. TERMINAL CABINETS AND PULL BOXES: INDICATE SYSTEM AND VOLTAGE.

WIRING IDENTIFICATION

- 1. IDENTIFY PHASE CONDUCTOR WIRING WITH PERMANENT COLORED PLASTIC TAPES ON BOTH ENDS.
- 2. IDENTIFY BRANCH CIRCUIT WIRING WITH PERMANENT NUMBERED TAPES AT BOTH ENDS.
- 3. MAINTAIN PHASE SEQUENCE AND COLOR CODING THROUGHOUT.
- 4. USE COLOR CODED WIRES IN COMMUNICATION CABLES, MATCHED THROUGHOUT SYSTEM.
- CONDUIT AND CABLE IDENTIFICATION
- 1. COLOR CODE CONDUITS, BOXES AND METALLIC SHEATHED CABLES.
- 2. CODE WITH PLASTIC TAPE OR PAINT AT POINTS WHERE CONDUIT OR CABLE ENTERS WALL, CEILING, OR FLOORS. AND AT 15 M INTERVALS.
- 3. COLORS: 25MM WIDE PRIME COLOR AND 20MM WIDE AUXILIARY COLOR.

PRIME AUXILIARY YFLLOW

UP TO 600 V YELLOW GREEN

TELEPHONE GREEN

OTHER COMM SYSTEMS GREEN BLUE WIRING TERMINATIONS

- 1. LUGS, TERMINALS, SCREWS USED FOR TERMINATION OF WIRING TO BE SUITABLE FOR EITHER COPPER OR ALUMINUM CONDUCTORS.
- MANUFACTURERS AND CSA LABELS 1. VISIBLE AND LEGIBLE AFTER EQUIPMENT IS INSTALLED.

WARNING SIGNS

- 1. AS SPECIFIED AND TO MEET REQUIREMENTS OF ELECTRICAL INSPECTION DEPARTMENT AND ENGINEER.
- 2. PORCELAIN ENAMEL OR 1MM THICK PLASTIC SIGNS, MINIMUM SIZE 175 X 250MM.

SINGLE LINE ELECTRICAL DRAWINGS

- 1. PROVIDE SINGLE LINE ELECTRICAL DIAGRAMS IN GLAZED FRAMES AS FOLLOWS:
- .1 ELECTRICAL DISTRIBUTION SYSTEM: LOCATE IN ELECTRICAL ROOM DRAWINGS: 600 X 600MM MINIMUM SIZE.

LOCATION OF OUTLETS

- 1. LOCATE OUTLETS IN ACCORDANCE WITH GENERAL REQUIREMENTS.
- 2. DO NOT INSTALL OUTLETS BACK-TO-BACK IN WALL; ALLOW MINIMUM 150MM HORIZONTAL CLEARANCE BETWEEN
- 3. CHANGE LOCATION OF OUTLETS AT NO EXTRA COST OR CREDIT, PROVIDING DISTANCE DOES NOT EXCEED 3000MM, AND INFORMATION IS GIVEN BEFORE INSTALLATION.
- 4. LOCATE LIGHT SWITCHES ON LATCH SIDE OF DOORS.
- 5. ELECTRICAL TRADE TO REFER TO ARCHITECTURAL ROOM ELEVATIONS FOR POSITIONS AND MOUNTING HEIGHTS OF ALL OUTLETS, SWITCHES, TELEPHONE, DATA OUTLETS, ETC. POSITIONS SHOWN ON ARCHITECTURAL PLANS TO TAKE PRECEDENCE OVER POSITIONS OR MOUNTING HEIGHTS SHOWN ON ELECTRICAL PLANS.

- 1. MOUNTING HEIGHT OF EQUIPMENT IS FROM FINISHED FLOOR TO CENTERLINE OF EQUIPMENT UNLESS SPECIFIED OR INDICATED OTHERWISE.
- 2. IF MOUNTING HEIGHT OF EQUIPMENT IS NOT SPECIFIED OR INDICATED VERIFY BEFORE PROCEEDING WITH
- 3. INSTALL ELECTRICAL EQUIPMENT AT FOLLOWING HEIGHTS UNLESS INDICATED OTHERWISE.
- .1 LOCAL SWITCHES; 1200MM
- .2 WALL RECEPTACLES:
- .01 GENERAL: 460MM.
- .02 ABOVE TOP OF COUNTERS OR COUNTER SPLASH BACKS: 150MM. .03 IN MECHANICAL AND ELECTRICAL ROOMS: 1050MM

.3 PANELBOARDS: AS REQUIRED BY CODE OR 1600MM.

- .4 TELECOMMUNICATIONS OUTLETS: 460MM.
- .5 EMERGENCY LIGHTING UNIT: 2100MM.
- .6 EXIT SIGNS: DIRECTLY ABOVE DOOR.
- .7 REMOTE EMERGENCY LIGHTING HEADS: 2100MM

.8 THERMOSTAT: 1400MM.

CONDUIT AND CABLE INSTALLATION

INSTALL CONDUIT AND SLEEVES PRIOR TO POURING OF CONCRETE SLEEVES THROUGH CONCRETE: PLASTIC SIZED FOR FREE PASSAGE ON CONDUIT, AND PROTRUDING 50MM. WHERE CONDUITS PASS BETWEEN AREAS OF DIFFERENT AMBIENT TEMPERATURE, SEAL WITH APPROVED SEALANT. PROVIDE FITTINGS AS REQUIRED.

FIELD QUALITY CONTROL

- CONDUCT THE FOLLOWING TESTS:
- .1 POWER DISTRIBUTION SYSTEM INCLUDING PHASING, VOLTAGE, GROUNDING AND LOAD BALANCING.
- .2 CIRCUITS ORIGINATING FROM BRANCH DISTRIBUTION PANELS.
- .3 LIGHTING AND ITS CONTROL
- .6 HEATING CONTROLS

.4 MOTORS AND ASSOCIATED CONTROL EQUIPMENT INCLUDING SEQUENCED OPERATION OF SYSTEMS WHERE APPLICABLE.

- .5 EXIT AND EMERGENCY LIGHTING.
- 2. FURNISH MANUFACTURER'S CERTIFICATE OR LETTER CONFIRMING THAT THE INSTALLATION AS IT PERTAINS TO EACH SYSTEM, HAS BEEN INSTALLED TO MANUFACTURER'S INSTRUCTIONS.
- 3. INSULATION RESISTANCE TESTING.
- .1 MEGGER CIRCUITS, FEEDERS AND EQUIPMENT UP TO 350 V WITH A 500 V INSTRUMENT
- .2 MEGGER 350-600 V CIRCUITS, FEEDERS AND EQUIPMENT WITH A 1000 V INSTRUMENT.
- .3 CHECK RESISTANCE TO GROUND BEFORE ENERGIZING
- .4 CARRY OUT TESTS IN PRESENCE OF ENGINEER. .5 PROVIDE INSTRUMENTS, METERS, EQUIPMENT AND PERSONNEL REQUIRED TO CONDUCT TESTS DURING AND AT CONCLUSION OF PROJECT.

.6 SUBMIT TEST RESULTS FOR ENGINEER'S REVIEW.

CO-ORDINATION OF PROTECTIVE DEVICES

1. ENSURE CIRCUIT PROTECTIVE DEVICES SUCH AS OVERCURRENT TRIPS, RELAYS AND FUSES ARE INSTALLED TO REQUIRED VALUES AND

COORDINATION

- 1. COORDINATE WORK WITH WORK OF OTHER DIVISIONS TO AVOID CONFLICT.
- 2. LOCATE DISTRIBUTION SYSTEMS, EQUIPMENT, AND MATERIALS TO PROVIDE MINIMUM INTERFERENCE AND MAXIMUM USABLE SPACE.
- 3. WHERE INTERFERENCE OCCURS, OWNER MUST APPROVE RELOCATION OF EQUIPMENT AND MATERIALS REGARDLESS OF INSTALLATION ORDER.
- 4. NOTWITHSTANDING THE REVIEW OF SHOP DRAWINGS, THIS DIVISION MAY BE REQUIRED TO RELOCATE ELECTRICAL EQUIPMENT WHICH INTERFERES WITH THE EQUIPMENT OF OTHER TRADES, DUE TO LACK OF CO-ORDINATION BY THIS DIVISION. THE COST OF THIS RELOCATION SHALL BE THE RESPONSIBILITY OF THIS DIVISION. THE OWNER SHALL DECIDE THE EXTENT OF RELOCATION REQUIRED.

1. INFORM ALL OTHER DIVISIONS IN TIME, CONCERNING REQUIRED OPENINGS. CUTTING AND PATCHING FOR ELECTRICAL WORK SHALL BE PROVIDED BY THIS DIVISION. OBTAIN WRITTEN APPROVAL OF STRUCTURAL ENGINEER BEFORE DRILLING ANY BEAMS OR FLOORS.

1. DO FINAL CLEANING IN ACCORDANCE WITH ARCHITECTURAL DIVISION REQUIREMENTS.

PROTECT EXPOSED LIVE EQUIPMENT DURING CONSTRUCTION FOR PERSONNEL SAFETY

- 2. SHIELD AND MARK ALL LIVE PARTS "LIVE 120 VOLTS", OR WITH APPROPRIATE VOLTAGE IN ENGLISH. SIGNS TO MEET REQUIREMENTS OF INSPECTION DEPARTMENT & ENGINEER.
- 3. ARRANGE FOR INSTALLATION OF TEMPORARY DOORS FOR ROOMS CONTAINING ELECTRICAL DISTRIBUTION EQUIPMENT. KEEP THESE DOORS LOCKED EXCEPT WHEN UNDER DIRECT SUPERVISION OF ELECTRICIAN.

RECORD DRAWINGS

- 1. OBTAIN AND PAY FOR THREE (3) SET OF WHITE PRINTS. AS THE JOB PROGRESSES, MARK THESE PRINTS TO ACCURATELY INDICATE INSTALLED WORK. HAVE THE WHITE PRINTS AVAILABLE FOR INSPECTION AT THE SITE AT ALL TIMES AND PRESENT FOR SCRUNITY AT EACH
- 2. SHOW ON THE RECORD DRAWINGS THE INSTALLED INVERTS OF ALL SERVICES ENTERING AND LEAVING THE BUILDING AND THE PROPERTY. DIMENSION UNDERGROUND SERVICES AT KEY POINTS OF EVERY RUN IN RELATION TO THE STRUCTURE AND BUILDING.
- 3. INDICATE EXACT LOCATION OF ALL SERVICES LEFT FOR FUTURE WORK SHOW AND DIMENSION ALL WORK EMBEDDED IN THE STRUCTURE.
- 1. ENSURE THAT ALL PERSONNEL ABIDE BY SAFETY PRACTICES IN PLACE ON THIS WORK SITE AND BY REGULATIONS MANDATED BY OCCUPANCY,
- 2. ENSURE PERSONNEL DO NOT WORK ON ENERGIZED EQUIPMENT. ENSURE THE POWER SUPPLY TO ALL EQUIPMENT TO BE WORKED ON IS

DE-ENERGIZED AND THE SOURCE DEVICE IS TURNED OFF, LOCKED OUT AND TAGGED.

1. THE OWNER'S REPRESENTATIVE WILL MAKE PERIODIC VISITS TO THE OF WORK SITE DURING CONSTRUCTION TO ASCERTAIN REASONABLE CONFORMITY TO PLANS AND SPECIFICATIONS BUT WILL NOT EXECUTE QUALITY CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXECUTION OF HIS WORK IN CONFORMITY WITH THE CONSTRUCTION DOCUMENTS AND WITH THE REQUIREMENTS OF THE INSPECTION

- SCHEDULING OF WORK 1. WORK SHALL BE SCHEDULED IN PHASES AS PER OTHER DIVISIONS OF THE ARCHITECTURAL SPECIFICATIONS.
- 2. BECOME FAMILIAR WITH THE PHASING REQUIREMENTS FOR THE WORK AND COMPLY WITH THESE CONDITIONS.

3. NO ADDITIONAL MONIES WILL BE PAID FOR CONTRACTORS REQUIREMENT TO COMPLY WITH WORK PHASING CONDITIONS.

Health | Safety | Compensation

NOTES:

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PROVINCE OF NEWFOUNDLAND AND LABRADO PERMIT HOLDER and Labrabor This Permit Allows

n Newfoundland and Labrador. Permit No. as issued by APEGN P0255

l Centennial St

T 709.754.9135

which is valid for the year ____2018___

CONSULTANT



WORKPLACE NL COMPUTER ROOM

St. John's, NL

ELECTRICAL SPECIFICATIONS SHEET #1

DRAWN BY	CHECKED BY	APPROVED BY	
J.W.F	V.J.	V.J.	
PROJECT NO.	DWG. FILE NO.	FILE NO.	
18-069	-	-	
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PROJECT

AIR CONDITIONING UNIT

DRAWING

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

- 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

- 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.
- 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

- 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 CROLLIND
- 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). UTILITZE 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

- EACH LIGHT FIXTURE, SWITCH, RECEPTACLE, DATA/TELEPHONE OUTLET, ETC., SHALL BE PROVIDED WITH AN OUTLET BOX, UNLESS OTHERWSIE 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 T&B SERIES 8300 COVERS.
- 11. ALL OUTLET BOXES TO BE FLUSH MOUNTED EXCEPT AS SPECIFIED.
- 12. NO SECTIONAL OR HANDY BOXES ALLOWED.

DISCONNECT SWITCHES

- 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 AUXILLIARY CONTACTS AS REQUIRED. COMBINATION MAGNETIC STARTERS ARE TO BE C/W CIRCUIT BREAKER TYPE DISCONNECT SWITCH.
- FURNISH DISCONNECTS FOR ALL MOTORS AS REQUIRED BY THE CANADIAN ELECTRICAL CODE, TYPE AS INDICATED ABOVE.

ELBOARDS

- 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.
- NAMEPLATE, LAMIDCOID 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.
- CROLINDING / RONDING

GROUNDING/ BONDING

- 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.
- 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.

WASHER AND SCREW.

- 5. SOLDERED JOINTS NOT PERMITTED.6. PROVIDE BONDING WIRE FOR FLEXIBLE CONDUIT. CONNECTED AT BOTH
- MAKE GROUNDING CONNECTIONS IN RADIAL CONFIGURATION ONLY, WITH CONNECTIONS TERMINATING AT SINGLE GROUNDING POINT STREET SIDE OF WATER PIPE. AVOID LOOP CONNECTIONS.

ENDS TO GROUNDING BUSHING, SOLDERLESS LUG, CLAMP OR CUP

WorkplaceNL

Health | Safety | Compensation

NOTES:

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

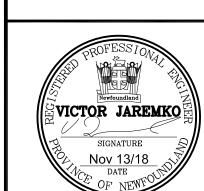
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Ю.	DESCRIPTION	DATE	BY

REVISIONS



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

B - NO. OF DRAWING WHERE ABOVE IS DRAWN



PROVINCE OF NEWFOUNDLAND AND LABRADO

PERMIT HOLDER
This Permit Allows

PROFESSIONLE BIGNERS AND GEOSCIPHISTS

To practice Professional Engineering in Newfoundland and Labrador.
Permit No. as issued by APEGN P0255 which is valid for the year __2018_.

CONSULTANT



Centennial St Suite 10 unt Pearl, NI A1N 0C9 709.754.9138

PROJECT

WORKPLACE NL COMPUTER ROOM AIR CONDITIONING UNIT

St. John's, NL

DRAWING

ELECTRICAL SPECIFICATIONS SHEET #2

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

<u>2. Services</u> – 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 subcontractors 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.

<u>5. Payment</u> - 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

Contractor	Initials:
Contractor	มาแนงง.



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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.
- <u>9. Confidentiality</u> 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 subcontractors, 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:

Contractor	Initials:
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Health | Safety | Compensation

STANDARD TERMS AND CONDITIONS

- 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;
- 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 subcontractors 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 Contactor. 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 (WHIMIS)** 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 WHIMIS legislation.
- <u>22. Changes</u> 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

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Health | Safety | Compensation

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 subcontractors 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.

- **<u>26. General</u>** The paragraph headings shall not be considered in interpreting the text.
- <u>27. Invalid or Unenforceable Provision</u> 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.
- <u>30. Survival of Obligations</u> 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.
- <u>33. Agreement Amendment</u> The Agreement may only be modified by a written agreement signed by persons duly authorized by the Contractor and WorkplaceNL.

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Commissioner of Oaths

Revised December, 2018

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 of d) I have been determined to be an employee of the Contractor by WorkplaceNL pursuant to the <i>Workplace Health, Safety and Compensation Act.</i> 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 and 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 WorkplaceNI 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.
SW in th	ORN/AFFIRMED at, ne Province of Newfoundland and Labrador, thisday of, 2019, before me:

Contractor Initials:_____

Signature of Individual