

City of Saint John

## TENDER

### **Tender # 2022-085301T LBR Ice Rink Defogger Installation**

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB, Supply Chain Management, 1st Floor – 175 Rothesay Avenue, Saint John, NB, E2J 2B4, and marked on the envelope:

### **“Tender # 2022-085301T LBR Ice Rink Defogger Installation”**

will be received until 2:30:00 pm, Tuesday, May 17<sup>th</sup>, 2022 for the supply of all materials, labor and equipment necessary to install an Ice Rink Defogger at the Lord Beaverbrook Rink located at 536 Main Street in accordance with the enclosed specifications, drawings, terms and conditions.

In light of the current Covid-19 pandemic, there will be no public opening. Tenders will be opened by the Tender Opening Committee, in the second-floor boardroom, 175 Rothesay Avenue, Municipal Operations Complex, immediately following the tender closing time. **Registered bidders may attend remotely via Teams invitation.**

The lowest or any tender not necessarily accepted.

**Monic MacVicar, CCLP, CPPB  
Supply Chain Management**

*Issued: Wednesday, May 4<sup>th</sup>, 2022*

**T E N D E R**  
**Tender # 2022-085301T**  
**LBR Ice Rink Defogger Installation**

**SCOPE OF WORK:**

The City of Saint John is soliciting tenders from qualified bidders to supply all materials, labor and equipment necessary to install an Ice Rink Defogger at the Lord Beaverbrook Rink located at 536 Main Street, as per the specifications, drawings, terms and conditions outlined in this document.

**A pre-bid site visit will be held on Monday, May 9<sup>th</sup>, 2022, at 10:00:00 AM. All bidders are strongly urged to attend. We will meet at the front entrance of the LBR.**

**SPECIFICATIONS:**

See Appendix A.

**TERMS AND CONDITIONS**

**Governing Law, Trade Treaties and Policies**

This procurement will be in accordance with the laws of the province of New Brunswick and the federal laws of Canada.

This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:

- Atlantic Trade and Procurement Partnership (ATAPP)
- Agreement on the Opening of Public Procurement for NB and Québec
- Canadian Free Trade Agreement (CFTA)
- New Brunswick Procurement Act and Regulation 2014-93
- City of Saint John Policy for the Procurement of Goods, Services and Construction

**Submission Instructions**

Sealed tenders, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB, Supply Chain Management, 1st Floor – 175 Rothesay Avenue, Saint John, NB, E2J 2B4, and marked on the envelope:

**“Tender # 2022-085301T**  
**LBR Ice Rink Defogger Installation”**

will be received until 2:30:00 pm, Tuesday, May 17<sup>th</sup>, 2022, for the work contemplated in this document and in accordance with the enclosed specifications, drawings, terms, and conditions.

## **Enquiries**

Bidders shall promptly examine the bid documents and report any errors, omissions or ambiguities and may direct enquiries or seek additional information in writing by email before the deadline for enquiries to the Authorized Enquiries Contact as set out below. No such communications are to be directed to anyone other than the Authorized Enquiries Contact.

## **Authorized Enquiries Contact**

Monic MacVicar, CCLP, CPPB  
Supply Chain Management  
City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

It is the Bidder's responsibility to seek clarification from the City on any matter it considers unclear. The City shall not be responsible for any misunderstanding on the part of the Bidder concerning this bid document or its process.

The City intends to confirm receipt of a bidder's communication by way of an email or facsimile in reply. If a bidder has not received a reply, the bidder may wish to resend its communication as the lack of reply may have resulted from a technical problem. The City is under no obligation to respond to enquiries or provide additional information but may do so at its sole discretion.

Responses to inquiries may be distributed to all bidders on the invitation list as having received the bid documents as of the date the response is prepared. The source of the question will not be identified in the response. Verbal information shall not be binding upon the City. Inquiries received after the deadline for enquiries will not receive a response.

## **Tender to be Submitted on Prescribed Form**

Bidders are to submit their tender on the prescribed form contained in this document. Failure to submit on this form may result in the disqualification of the bid.

## **Taxes**

The bid price shall be all taxes extra. The City of Saint John shall be invoiced for and pay all applicable taxes related to this bid.

### **Schedule for the Bid Process**

Issue Date	Wednesday, May 5 <sup>th</sup> , 2022
Pre-Bid Site Visit	Monday, May 9 <sup>th</sup> , 2022 10:00:00 am, ADT
Deadline for Enquiries	Monday, May 9, 2022, 4:00:00 pm, ADT
Deadline for Issuing Addenda	Tuesday, May 10 <sup>th</sup> , 2022 - 4:00:00 pm, ADT
Submission Deadline	Tuesday, May 17 <sup>th</sup> , 2022 - 2:30:00 pm, ADT
Date of Award	Monday, May 30 <sup>th</sup> , 2022 (Tentative)

The Schedule for the bid process is tentative only and may be changed by the City in its sole discretion.

### **Advisory Notice(s)**

Periodically, the City of Saint John is required to issue clarification notices to a bid document in the form of Advisory Notices. Normally these notifications will not have a direct bearing on the cost of a project and will not influence bidding.

Bidders are responsible for obtaining all advisory notice(s) issued by the City. Advisory Notice(s) may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the Menu option, City Hall header, then "Tender and Proposals".

Bidders are instructed to sign the Advisory Notice and return it either by fax to (506) 658-4742 or email to [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca) prior to the closing date. Failure to comply with the instructions on an advisory may result in rejection of the bid.

### **Addenda**

Periodically, the City of Saint John is required to issue notification of changes or corrections to a bid document by way of addenda. Normally these notifications will have direct bearing on the cost of a project and will influence bidding. Therefore, it is important that the City have assurances that bidders have in-fact received the notification(s).

Bidders are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)) under the Menu option, City Hall header, then "Tender and Proposals".

**Bidders are required to sign and include all addenda with their bid submission.**

Failure to include a copy of all signed addenda with the bid submission may result in rejection of the bid regardless of whether or not the changes noted in the addendum are included in the bid submission.



### **Mandatory Requirements**

Each submission will be evaluated to ensure that it complies with the mandatory requirements and may be rejected if it does not comply. The evaluation of mandatory requirements will confirm that:

- the submission was received prior to the applicable Submission Deadline;
- the bid submission is signed;
- the bid submission is legible;
- the bid submission does not contain a substantive qualification or conditions that are contrary to the terms of the bid document;
- the bid submission does not contain a change in price that was not initialled by the person who signed the submission; and
- the bid submission is in English;

### **Payment**

Payment shall be based on Net 45 Days from date of invoice or receipt of goods/services, whichever is later. Invoices can either be mailed to: City of Saint John, Accounts Payable Department, P.O. Box 1971, Saint John, NB, E2L 4L1, or by email to the Accounts Payable department (accounts payable@saintjohn.ca). Vendors are to ensure invoices are not sent both ways.

### **Holdback**

A Hold back of 10% of all monies due to the contractor will be retained by the City until 60 days after the substantial completion date of the work, approved by the project manager, and receipt of a statutory declaration.

### **Pricing**

The tender prices shall include all the defogger units, installation wages, fringe benefits, insurance, transportation, delivery, duty, working tools, equipment costs, and any other charges incurred in order to provide required materials and/or services.

### **Substitutes**

Substitute products will not be considered (where applicable).

### **Verbal Agreement**

No verbal agreement or conversation with any officer, agent or employee of the owner either before or after execution of the contract shall effect or modify any of the terms or obligations contained in any of the documents comprising the said contract.

### **Fax Tenders**

Tenders received by fax WILL NOT be accepted.

### **Late Bids**

Bids received after the time and date as shown in this document shall not be considered.

### **Cancelation Clause**

In the event that the successful bidder does not comply with the specifications and terms and conditions of this tender, at any time throughout the duration of the contract, the City of Saint John reserves the right to cancel the contract in its entirety.

### **Basis for Award**

A The city does not limit itself to accepting the lowest, or any tender submitted, but reserves the right to award the tender in any manner deemed to be in the City's best interest. It is the City of Saint John's intention to award this agreement to one Vendor.

### **No guarantee**

The City makes no guarantee as to the volume of the Deliverables.

### **Acceptance, Revocation and Rejection Of Tenders**

The bidder agrees that his tender is a firm offer to supply the goods and/or services specified herein at the quoted price, and in accordance with the terms and conditions herein contained. The bidder may revoke his tender at any time prior to the time fixed for tender opening by delivering, or causing to be delivered, written notice of revocation to the designated official at the City of Saint John. Revocation will take effect from the time the notice is actually received. A notice of revocation will not be accepted after the time fixed for tender opening.

The bid shall not be restricted by a statement added to the Tender Form, or by a covering letter, or by alterations to the tender form as supplied, unless otherwise provided herein and further, a tender form that has been altered in any way may be deemed to be a non-confirming bid and, therefore, rejected. Bidders shall be allowed to attach descriptive literature; whose sole purpose is to amplify the bid.

### **Due Diligence**

In the event that a health and safety offence is committed, the onus falls on the employer to prove that it exercised due diligence (i.e. did everything it reasonably could) in order to avoid the offence.

When hiring contractors, the City of Saint John is responsible for ensuring compliance with Health and Safety Legislation and must make sure that the appropriate accident prevention systems are implemented in the workplace.

Therefore, if any contractor is found to be working in an unsafe manner, or outside of current legislation, he will be made to stop work immediately. Any losses which may arise as a result of this work stoppage are the responsibility of the contractor.

Failure to comply with current legislation on the part of the contractor, may lead to cancellation of this contract and any bid deposits that may be in place.

### **Insurance**

The successful contractor shall provide evidence of the following insurance coverage:

General Liability with minimum limits of two million dollars, (\$2,000,000.00). The policy shall include:

- \*operations of the contractor in connection with this tender;
- \*products and completed operations coverage;
- \*contractual liability with respect to this tender;
- \*the City of Saint John added as an additional insured;
- \*a cross liability clause;
- \*non-owned automobile;
- \*thirty (30) days notice of cancellation of this policy "will" be given to the City of Saint John, by the insurers;

Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law. This coverage is to remain in effect for the entire time frame of the contract.

### **WorksafeNB Certificate and Business Corporations Act Certificate**

New Brunswick Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB and a Business Corporations Act Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.

Out-of-province Tenderers shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB or a letter or certificate issued under the equivalent applicable legislation in the province of origin of the Tenderer confirming extension of coverage from said legislation to the Province of New Brunswick for the term of the Contract. Subject to paragraph c), out-of-province Tenderers shall also provide a Business Corporations Act Certificate which confirms proper registration and good standing with the Province of New Brunswick - Corporate Affairs within five (5) Working Days following the City's notice of selection.

Tenderers from Nova Scotia may submit the appropriate Business Corporations Act Certificate from the Province of Nova Scotia.

### **Reserved Rights**

The City reserves the right to:

- a) Reject an unbalanced bid submission. For the purpose of this section, an unbalanced bid submission is a bid submission containing a unit price which deviates substantially from, or does not fairly represent reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City.

- The City reserves the right to use other bids submitted in response to this bid solicitation or for other like or similar work as a guideline in determining if a bid is unbalanced.
- b) Amend or modify the scope of the Work, and/or cancel or suspend the bid award, at any time for any reason;
  - c) Require bidders to provide additional information after the submission deadline to support or clarify their bid submission;
  - d) Not accept any or all bids;
  - e) Not accept a bid submission from a bidder who is itself, or whose principals, owners or directors are also principals, owners or directors of another entity which is, involved in litigation, arbitration or any other similar proceeding against the City;
  - f) Reject any or all bid submissions without any obligation, compensation or reimbursement to any bidder or any of its team members;
  - g) Withdraw this bid solicitation and cancel or suspend the bid process;
  - h) Extend, from time to time, any date, any time period or deadline provided in this bid solicitation (including, without limitation, the submission deadline), upon written notice to all bidders;
  - i) Assess and reject a bid submission on the basis of:
    - (i) information provided by references;
    - (ii) the bidder's past performance on previous contracts;
    - (iii) the information provided by a bidder pursuant to the City exercising its clarification rights under this bid process;
    - (iv) the bidder's experience with performing the type and scope of work specified;
    - (v) other relevant information that arises during this procurement process;
  - j) Waive formalities and accept bids which substantially comply with the requirements of this bid solicitation;
  - k) Verify with any bidder or with a third party any information set out in a bid submission;
  - l) Disqualify any bidder whose bid submission contains misrepresentations or any other inaccurate or misleading information;
  - m) Disqualify any bidder who has engaged in conduct prohibited by the bid solicitation;
  - n) Make changes, including substantial changes, to the bid solicitation provided that those changes are issued by way of addenda in the manner set out in this bid document;
  - o) Select any bidder other than the bidder whose bid submission reflects the lowest cost to the City;

- p) Cancel this procurement process at any stage, for any reason;
- q) Cancel this procurement process at any stage and issue a new bid solicitation for the same or similar deliverables;
- r) Accept any bid submission in whole or in part;
- s) Waive minor non-compliance with the mandatory requirements of the bid solicitation and accept the bid submission; or
- t) Accept a bid submission which contains the following errors:
  - (i) error in mathematics – whether this involves the extension of a unit price or an error in addition, the mistake will be corrected and the correct total will be used for evaluation purposes and will be binding on the bidder.
  - (ii) conflict between the written and numerical bid prices. In all cases, the total bid price will be corrected to reflect the written bid price, whether lump sum or unit price (where applicable).
  - (iii) failure to include the contingency allowance in the total bid price (where applicable). If the contingency allowance was not included in the addition, the bid price shall be corrected to reflect its inclusion.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any bidder or any third party resulting from the City exercising any of its express or implied rights under this bid solicitation.

By submitting a bid, the bidder authorizes the collection by the City of the information set out at paragraph i) in the manner contemplated in that subparagraph.

#### **Limitation of Liability and Waiver**

Each bidder, by submitting a bid, agrees that:

- a) Neither the City nor any of its employees, agents, advisors or representatives will be liable, under any circumstances, for any Claim arising out of this procurement process including but not limited to costs of preparation of the bid submission, loss of profits, loss of opportunity or for any other Claim; and
- b) The bidder waives any Claim for any compensation of any kind whatsoever, including Claims for cost of preparation of the bid submission, loss of profit or loss of opportunity by reason of the City's decision to not accept the bid submitted by the bidder, to award a Contract to any other bidder or to cancel this procurement process, and the bidder shall be deemed to have agreed to waive such right or Claim.

**Validity Period**

The bid submission constitutes an offer which shall remain open and irrevocable until 90 days after the submission deadline.

**Minor Irregularities**

The City of Saint John reserves the right to waive minor non-compliances in accordance with Section 120 of the Province of New Brunswick's Regulation 2014-93 under the Procurement Act.

**APPENDIX A – SPECIFICATIONS**

**TENDER No. 2022-085301T  
LBR Ice Rink Defogger Installation**

## LBR Ice Rink Defogger Installation Specification

536 Main Street  
Saint John, New Brunswick

**Prepared For:**

City of Saint John  
15 Market Square  
Saint John, NB  
E2L 4L1

**Prepared by:**

Fundy Engineering & Consulting Ltd.  
27 Wellington Row  
PO Box 6626  
Saint John, NB  
E2L 4S1

**Project Number: 15506**

**FUNDY** Engineering

*Serving Our Clients' Needs First*

OFFICES IN SAINT JOHN AND CLYDE RIVER





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**Part 1            General**

**1.1                WORK COVERED BY CONTRACT DOCUMENTS**

- .1        Work of this Contract comprises the installation of two (2) new ice rink defogger units.
- .2        General Overview:
  - .1        This Contractor will be considered the Prime Contractor for this work.
  - .2        This Contractor is responsible for all trades, material and coordination aspects of the job. Errors or omissions by sub-trades will be the responsibility of this Contractor.
  - .3        Complete all work as noted within specifications and drawings inclusively. Confirm on-site the exact existing system and devices that can be reused.
  - .4        Provide Commissioning, Training and Operations and Maintenance Manuals.
  - .5        Provide and install new ice rink defogger units as noted on Drawings.
  - .6        Provide new structural stanks for units s as noted on Drawings.
  - .7        Provide all required modifications to electrical systems (i.e. including relays, transducers, contactors, transformers, switches, etc.) to make all systems a complete operational package.
  - .8        Provide power wiring, transformers, control wiring, and all other devices to power new devices.
  - .9        Provide all cutting and patching. Repair damaged surfaces to match existing.
  - .10       Obtain all required licenses and permits.
  - .11       Clean up all areas during and at the completion of work. Owner will occupy premises during entire construction period for execution of normal operations.
  - .12       Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

**1.2                CONTRACTOR USE OF PREMISES**

- .1        Limit use of premises for access, and for storage, to allow:
  - .1        Owner occupancy.
  - .2        Public usage.
- .2        Co-ordinate use of premises under direction of City of Saint John Project Manager .
- .3        Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .4        Remove or alter existing work to prevent injury or damage to portions of existing work which remain.
- .5        Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by Consultant.
- .6        At completion of operations condition of existing work: equal to or better than that which existed before new work started.

**1.3 OWNER OCCUPANCY**

- .1 Owner will occupy premises during entire construction period for execution of normal operations.

**1.4 REPAIRS TO EXISTING BUILDING**

- .1 Execute work with least possible interference or disturbance to building operations, public and normal use of premises. Arrange with City of Saint John project manager to facilitate execution of work.

**1.5 EXISTING SERVICES**

- .1 Notify, Consultant and utility companies of intended interruption of services and obtain required permission.
- .2 Where Work involves breaking into or connecting to existing services, give City of Saint John project manager 48 hours notice for necessary interruption of mechanical or electrical service throughout course of work. Minimize duration of interruptions. Carry out work at times as directed by governing authorities with minimum disturbance to tenant operations.
- .3 Establish location and extent of service lines in area of work before starting Work. Notify Consultant of findings.
- .4 Submit schedule to and obtain approval from Consultant for any shut-down or closure of active service or facility including power and communications services. Adhere to approved schedule and provide notice to affected parties.
- .5 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.

**1.6 DOCUMENTS REQUIRED**

- .1 Maintain at job site, one copy each document as follows:
  - .1 Contract Drawings.
  - .2 Specifications.
  - .3 Addenda.
  - .4 Reviewed Shop Drawings.
  - .5 List of Outstanding Shop Drawings.
  - .6 Change Orders.
  - .7 Other Modifications to Contract.
  - .8 Field Test Reports.
  - .9 Copy of Approved Work Schedule.
  - .10 Health and Safety Plan and Other Safety Related Documents.
  - .11 Other documents as specified.

**Part 2            Products**

**2.1                NOT USED**

.1                Not used.

**Part 3            Execution**

**3.1                NOT USED**

.1                Not used.

**END OF SECTION**

**Part 1            General**

**1.1                ACCESS AND EGRESS**

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

**1.2                USE OF SITE AND FACILITIES**

- .1        Execute work with least possible interference or disturbance to normal use of premises. Make arrangements with City of Saint John representative to facilitate work as stated.
- .2        Maintain existing services to building and provide for personnel and vehicle access.
- .3        Where security is reduced by work provide temporary means to maintain security.
- .4        City of Saint John representative will assign sanitary facilities for use by Contractor's personnel. Keep facilities clean.

**1.3                ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING**

- .1        Execute work with least possible interference or disturbance building operations and normal use of premises. Arrange with City of Saint John representative to facilitate execution of work.

**1.4                SPECIAL REQUIREMENTS**

- .1        Submit schedule in accordance with Division 01.
- .2        Ensure Contractor's personnel employed on site become familiar with and obey regulations including safety, fire, traffic and security regulations.
- .3        Keep within limits of work and avenues of ingress and egress.
- .4        Deliver materials outside of peak traffic hours unless otherwise approved by City of Saint John representative.

**1.5                SECURITY**

- .1        Where security has been reduced by Work of Contract, provide temporary means to maintain security.

**1.6                BUILDING SMOKING ENVIRONMENT**

- .1        Comply with smoking restrictions. Smoking is not permitted.

**Part 2            Products**

**2.1                NOT USED**

- .1        Not Used.

**Part 3            Execution**

**3.1                NOT USED**

.1            Not Used.

**END OF SECTION**

**Part 1**

**1.1 RELATED REQUIREMENTS**

- .1 Section 00 – Front End Specification

**1.2 DEFINITIONS**

- .1 The work under alternative prices shall include as part of each alternative price, miscellaneous labour and products, adjustments in completion time, overheads and profit, incidental to or required to fully integrate the alternate into the work whether or not specifically mentioned as part of the alternate.

**1.3 REQUIREMENTS**

- .1 Referenced specification Sections stipulate pertinent requirements for products and methods to achieve Work stipulated under each Alternative.
- .2 Co-ordinate affected related Work and modify surrounding Work to integrate Work under each Alternative.
- .3 Provide new material and equipment as specified and to acceptance of the Consultant.
  - .1 Manufacturer's names are listed to set a standard of quality, performance, capacity, appearance and serviceability. Other manufacturers may be deemed acceptable, and their products may be used in the work subject to conditions stipulated by the Consultant.
- .4 Requests for acceptance of manufacturers not listed shall be submitted not less than seven (7) working days prior to closing date of the Bid. Submissions must bear proof of acceptance by the Consultant.
- .5 Subsequent substitutions of manufacturers and products will only be permitted in situations where proposed materials are found to be unsuitable for the intended retrofit or the proposed materials become unavailable. Under such circumstances the Consultant shall specify alternate manufacturers or products in keeping with the proposed standard of quality, performance, capacity, appearance and serviceability.
- .6 Should specified manufacturers not be available, list alternate manufacturer(s) in Bid.

**1.4 AWARD/SELECTION OF ALTERNATIVES**

- 1.5 Immediately following the award of the Bid, notify each party involved, in writing, of the status of each alternate. Indicate whether Alternate and Separate Price work have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3            Execution**

**3.1                NOT USED**

.1            Not Used.

**END OF SECTION**



**Part 1            General**

**1.1                ADMINISTRATIVE**

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

**1.2                SHOP DRAWINGS AND PRODUCT DATA**

- .1        Refer to General Condition of Contract
- .2        The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .3        Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been co-ordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .4        Allow 10 days for Consultant's review of each submission.
- .5        Adjustments made on shop drawings by Consultant are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to Consultant prior to proceeding with Work.

- .6 Make changes in shop drawings as Consultant may require, consistent with Contract Documents. When resubmitting, notify Consultant in writing of revisions other than those requested.
- .7 Accompany submissions with transmittal letter containing:
  - .1 Date.
  - .2 Project title and number.
  - .3 Contractor's name and address.
  - .4 Identification and quantity of each shop drawing, product data and sample.
  - .5 Other pertinent data.
- .8 Submissions include:
  - .1 Date and revision dates.
  - .2 Project title and number.
  - .3 Name and address of:
    - .1 Subcontractor.
    - .2 Supplier.
    - .3 Manufacturer.
  - .4 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
  - .5 Details of appropriate portions of Work as applicable:
    - .1 Fabrication.
    - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
    - .3 Setting or erection details.
    - .4 Capacities.
    - .5 Performance characteristics.
    - .6 Standards.
    - .7 Operating weight.
    - .8 Wiring diagrams.
    - .9 Single line and schematic diagrams.
    - .10 Relationship to adjacent work.
- .9 After Consultant's review, distribute copies.
- .10 Submit one electronic copy of shop drawings for each requirement requested in specification Sections and as Consultant may reasonably request.
- .11 Submit one electronic copies of product data sheets or brochures for requirements requested in specification Sections and as requested by Consultant where shop drawings will not be prepared due to standardized manufacture of product.
- .12 Submit one electronic copies of test reports for requirements requested in specification Sections and as requested by Consultant.

- .1 Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.
- .13 Submit one copies of certificates for requirements requested in specification Sections and as requested by Consultant.
  - .1 Statements printed on manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements.
  - .2 Certificates must be dated after award of project contract complete with project name.
- .14 Submit one copies of manufacturers instructions for requirements requested in specification Sections and as requested by Consultant.
  - .1 Pre-printed material describing installation of product, system or material, including special notices and Material Safety Data Sheets concerning impedances, hazards and safety precautions.
- .15 Submit one copies of Manufacturer's Field Reports for requirements requested in specification Sections and as requested by Consultant.
- .16 Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.
- .17 Submit 1 hard copy and 1 electronic copy of Operation and Maintenance Data for requirements requested in specification Sections and as requested by Consultant.
- .18 Delete information not applicable to project.
- .19 Supplement standard information to provide details applicable to project.
- .20 If upon review by Consultant, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                REFERENCE STANDARDS**

- .1        Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2        Province of New Brunswick
  - .1        Occupational Health and Safety Act, S.N.B.- Updated 2009.

**1.2                SUBMITTALS**

- .1        Make submittals in accordance with Section 01 33 00 - Submittal Procedures. .
- .2        Submit site-specific Health and Safety Plan: Within 7 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
  - .1        Results of site specific safety hazard assessment.
  - .2        Results of safety and health risk or hazard analysis for site tasks and operation.
- .3        Submit 3 copies of Contractor's authorized representative's work site health and safety inspection reports to Owner's Project Coordinator and authority having jurisdiction.
- .4        Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .5        Submit copies of incident and accident reports.
- .6        Submit WHMIS MSDS - Material Safety Data Sheets.
- .7        Owner's Project Coordinator will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within 5 days after receipt of plan. Revise plan as appropriate and resubmit plan to Owner's Project Coordinator within 5 days after receipt of comments.
- .8        Owner's Project Coordinator review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .9        On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

**SAFETY ASSESSMENT**

- .1        Perform site specific safety hazard assessment related to project.

### **1.3 MEETINGS**

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

### **1.4 REGULATORY REQUIREMENTS**

- .1 Do Work in accordance with Section 01 41 00 - Regulatory Requirements.

### **1.5 GENERAL REQUIREMENTS**

- .1 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
- .2 Owner's Project Coordinator may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.

### **1.6 RESPONSIBILITY**

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

### **1.7 COMPLIANCE REQUIREMENTS**

- .1 Comply with Occupational Health and Safety Act, General Regulation, N.B. Reg.
- .2 Comply with Occupational Health and Safety Regulations, 1996.
- .3 Comply with Occupational Health and Safety Act, General Safety Regulations, O.I.C.
- .4 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.

### **1.8 UNFORSEEN HAZARDS**

- .1 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Owner's Project Coordinator verbally and in writing.

### **1.9 CORRECTION OF NON-COMPLIANCE**

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

**1.10 WORK STOPPAGE**

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

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

Approved: 2017-04-25

**Part 1           General**

**1.1               REFERENCES TO REGULATORY REQUIREMENTS**

- .1       Perform Work in accordance with National Building Code of Canada (NBC) 2010 including amendments up to tender closing date and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.
  - .1       Meet or exceed requirements of:
    - .1       Contract documents.
    - .2       Specified standards, codes and referenced documents.

**1.2               BUILDING SMOKING ENVIRONMENT**

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

**1.3               PERMITS**

- .1       Contractor shall be responsible to obtain and maintain all required Permits, including all required inspections to the satisfaction of Authorities having Jurisdiction. This shall include all permits required by law for work, including but not limited to Building Permits, Electrical Permits, Plumbing Permits, Traffic Permits, Sidewalk Permits, and Fuel Safety Permits.

**Part 2           Products**

**2.1               NOT USED**

- .1       Not Used.

**Part 3           Execution**

**3.1               NOT USED**

- .1       Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                INSPECTION**

- .1     Allow City of Saint John Representative and Consultant access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2     Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by City of Saint John Representative and Consultant instructions, or law of Place of Work.
- .3     If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.

**1.2                INDEPENDENT INSPECTION AGENCIES**

- .1     Provide equipment required for executing inspection and testing by appointed agencies.
- .2     Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.
- .3     If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Consultant at no cost to City of Saint John. Pay costs for retesting and re-inspection.

**1.3                ACCESS TO WORK**

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

**1.4                PROCEDURES**

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

**1.5                REJECTED WORK**

- .1     Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Consultant and/or City of Saint John Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.



- .2 make good other Contractor's work damaged by such removals or replacements promptly.
- .3 If in the opinion of City of Saint John Representative or the Consultant, the Contractor is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, City of Saint John Representative will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by Consultant..

**1.6 REPORTS**

- .1 Submit one (1) electronic copy and one (1) hard copy of inspection and test reports to City of Saint John Representative.
- .2 Provide copies to subcontractor of work being inspected or tested and/or manufacturer or fabricator of material being inspected or tested.
- .3 Provide all testing, inspection and commissioning reports as identified in specification for mock-up..

**1.7 EQUIPMENT AND SYSTEMS**

- .1 Submit adjustment and balancing reports for mechanical, electrical and building equipment systems.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

Approved: 2006-06-30

**Part 1            General**

**1.1                INSTALLATION AND REMOVAL**

- .1    Provide construction facilities in order to execute work expeditiously.
- .2    Remove from site all such work after use.

**1.2                SCAFFOLDING**

- .1    Provide and maintain scaffolding, ramps, ladders, work platforms, swing staging, platforms, temporary stairs, all other temporary services required to execute the work..

**1.3                HOISTING**

- .1    Provide all cranes required for moving materials and equipment.
- .2    Hoisting equipment to be operated by qualified operators.

**1.4                SITE STORAGE/LOADING**

- .1    Confine work and operations of employees to areas within the Agreement documents. Do not unreasonably encumber premises with products.
- .2    As there is limited storage area in the area of work, provide just in time delivery of materials.
- .3    Do not load or permit to load any part of work with a weight or force that will endanger the work.
- .4    As necessary, the Contractor shall provide their own storage and means of securing the storage facilities, and shall carry all necessary insurances for any storage facility used as well as the contents stored in the trailer and on the grounds.

**1.5                CONSTRUCTION PARKING**

- .1    Parking will be permitted on site.
- .2    Provide and maintain adequate access to project site.

**1.6                EQUIPMENT, TOOL AND MATERIALS STORAGE**

- .1    Provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .2    Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.

**1.7                CLEAN-UP**

- .1    Remove construction debris, waste materials, packaging material from work site daily.
- .2    Clean dirt or mud tracked onto paved or surfaced roadways.

- .3 Store materials resulting from demolition activities that are salvageable.
- .4 Stack stored new or salvaged material not in construction facilities.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

**Part 1            General**

**1.1                INSTALLATION AND REMOVAL**

- .1    Provide temporary controls in order to execute Work expeditiously.
- .2    Remove from site all such work after use.

**1.2                DUST TIGHT SCREENS**

- .1    Provide dust tight screens or [insulated] partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
- .2    Maintain and relocate protection until such work is complete.

**1.3                ACCESS TO SITE**

- .1    Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

**1.4                PROTECTION OF BUILDING FINISHES**

- .1    Provide protection for finished and partially finished building finishes and equipment during performance of Work.
- .2    Provide necessary screens, covers, and hoardings.
- .3    Confirm with Departmental Representative locations and installation schedule 3 days prior to installation.
- .4    Be responsible for damage incurred due to lack of or improper protection.

**Part 2            Products**

**2.1                NOT USED**

- .1    Not Used.

**Part 3            Execution**

**3.1                NOT USED**

- .1    Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                REFERENCES**

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

**1.2                QUALITY**

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

**1.3                AVAILABILITY**

- .1        Immediately upon securement of product orders, review product delivery requirements and anticipate foreseeable supply delays for items. If delays in supply of products are foreseeable, notify Consultant and City of Saint John Representative of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.
- .2        In event of failure to notify the City of Saint John Representative at commencement of Work and should it subsequently appear that Work may be delayed for such reason, the

City of Saint John Representative reserves the right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.

#### **1.4 STORAGE, HANDLING AND PROTECTION**

- .1 Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- .3 Store products subject to damage from weather in weatherproof enclosures.
- .4 Store cementitious products clear of earth or concrete floors, and away from walls.
- .5 Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- .6 Store sheet materials, lumber on flat, solid supports and keep clear of ground. Slope to shed moisture.
- .7 Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.
- .8 Remove and replace damaged products at own expense and to satisfaction of the City of Saint John Representative.
- .9 Touch-up damaged factory finished surfaces to City of Saint John Representative and Consultant's satisfaction. Use touch-up materials to match original. Do not paint over name plates.

#### **1.5 TRANSPORTATION**

- .1 Pay costs of transportation of products required in performance of Work.

#### **1.6 MANUFACTURER'S INSTRUCTIONS**

- .1 Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- .2 Notify Consultant in writing, of conflicts between specifications and manufacturer's instructions, so that Consultant will establish course of action.
- .3 Improper installation or erection of products, due to failure in complying with these requirements, authorizes Consultant to require removal and re-installation at no increase in Contract Price or Contract Time.

#### **1.7 QUALITY OF WORK**

- .1 Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Consultant if required Work is such as to make it impractical to produce required results.

**1.8 CO-ORDINATION**

- .1 Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.
- .2 Be responsible for coordination and placement of openings, sleeves and accessories.

**1.9 CONCEALMENT**

- .1 In finished areas conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise.

**1.10 LOCATION OF FIXTURES**

- .1 Consider location of fixtures, outlets, and mechanical and electrical items indicated as approximate.

**1.11 FASTENINGS - EQUIPMENT**

- .1 Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.
- .2 Use heavy hexagon heads, semi-finished unless otherwise specified. Use No. 304 stainless steel for exterior areas.
- .3 Bolts may not project more than one diameter beyond nuts.
- .4 Use plain type washers on equipment, sheet metal and soft gasket lock type washers where vibrations occur. Use resilient washers with stainless steel.

**1.12 PROTECTION OF WORK IN PROGRESS**

- .1 Prevent overloading of parts of building. Do not cut, drill or sleeve load bearing structural member, unless specifically indicated without written approval of Consultant.

**1.13 EXISTING UTILITIES**

- .1 When breaking into or connecting to existing services or utilities, execute Work at times directed by local governing authorities, with minimum of disturbance to Work.
- .2 Protect, relocate or maintain existing active services. When services are encountered, cap off in manner approved by authority having jurisdiction. Stake and record location of capped service.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3            Execution**

**3.1                NOT USED**

.1            Not Used.

**END OF SECTION**



**Part 1            General**

**1.1                EXISTING SERVICES**

- .1    Before commencing work, establish location and extent of service lines in area of Work and notify Consultant of findings.
- .2    Remove abandoned service lines within 2 m of structures. Cap or otherwise seal lines at cut-off points as directed by City of Saint John Representative.

**1.2                LOCATION OF EQUIPMENT AND FIXTURES**

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

**Part 2            Products**

**2.1                NOT USED**

- .1    Not Used.

**Part 3            Execution**

**3.1                NOT USED**

- .1    Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                ACTION AND INFORMATIONAL SUBMITTALS**

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

**1.2                MATERIALS**

- .1        Required for original installation.

**1.3                PREPARATION**

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

**1.4                EXECUTION**

- .1        Execute cutting, fitting, and patching to complete Work.
- .2        Fit several parts together, to integrate with other Work.
- .3        Remove and replace defective and non-conforming Work.
- .4        Provide openings in non-structural elements of Work for penetrations of mechanical and electrical Work.

- .5 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- .6 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- .7 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.
- .8 Restore work with new products in accordance with requirements of Contract Documents.
- .9 Fit Work to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- .10 At penetration of fire rated wall, ceiling, or floor construction, completely seal voids with firestopping material.
- .11 Refinish surfaces to match adjacent finishes: Refinish continuous surfaces to nearest intersection. Refinish assemblies by refinishing entire unit.
- .12 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

Approved: 2017-10-27

**Part 1            General**

**1.1                PROJECT CLEANLINESS**

- .1      Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.
- .2      Remove waste materials from site at daily regularly scheduled times or dispose of as directed by City of Saint John Representative. Do not burn waste materials on site.
- .3      Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4      Provide on-site containers for collection of waste materials and debris.
- .5      Provide and use marked separate bins for recycling.
- .6      Dispose of waste materials and debris off site.
- .7      Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.
- .8      Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .9      Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

**1.2                FINAL CLEANING**

- .1      When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2      Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .3      Prior to final review remove surplus products, tools, construction machinery and equipment.
- .4      Remove waste products and debris other than that caused by Owner or other Contractors.
- .5      Remove waste materials from site at regularly scheduled times or dispose of as directed by City of Saint John Representative. Do not burn waste materials on site.
- .6      Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
- .7      Remove debris and surplus materials from crawl areas and other accessible concealed spaces.
- .8      During final cleaning the contractor is not to strip and wax any floors. Custodial staff will take responsibility for stripping and applying wax on waxable floors.
- .9      Make good all existing interior and exterior surfaces and finishes and assemblies to match adjacent surfaces and finishes and assemblies.

**Part 2            Products**

**2.1                NOT USED**

.1                Not Used.

**Part 3            Execution**

**3.1                NOT USED**

.1                Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                DEFINITIONS**

- .1      Clean Waste: Untreated and unpainted; not contaminated with oils, solvents, sealants or similar materials.
- .2      Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction.
- .3      Hazardous: Exhibiting the characteristics of hazardous substances including properties such as ignitability, corrosiveness, toxicity or reactivity.
- .4      Non hazardous: Exhibiting none of the characteristics of hazardous substances, including properties such as ignitability, corrosiveness, toxicity, or reactivity.
- .5      Non toxic: Not poisonous to humans either immediately or after a long period of exposure.
- .6      Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- .7      Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- .8      Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form; recycling does not include burning, incinerating, or thermally destroying waste.
- .9      Return: To give back reusable items or unused products to vendors for credit.
- .10     Reuse: To reuse a construction waste material in some manner on the project site.
- .11     Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- .12     Sediment: Soil and other debris that has been eroded and transported by storm or well production run off water.
- .13     Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- .14     Toxic: Poisonous to humans either immediately or after a long period of exposure.
- .15     Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- .16     Volatile Organic Compounds (VOC's): Chemical compounds common in and emitted by many building products over time through outgassing:
  - .1       Solvents in paints and other coatings;
  - .2       Wood preservatives; strippers and household cleaners;
  - .3       Adhesives in particleboard, fiberboard, and some plywood; and foam insulation.
  - .4       When released, VOC's can contribute to the formation of smog and can cause respiratory tract problems, headaches, eye irritations, nausea, damage to the liver, kidneys, and central nervous system, and possibly cancer.

- .17 Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.
- .18 Construction Waste Management Plan : A project related plan for the collection, transportation, and disposal of the waste generated at the construction site; the purpose of the plan is to ultimately reduce the amount of material being landfilled.

## **1.2 DOCUMENTS**

- .1 Maintain at job site, one copy of following documents:
  - .1 Material Source Separation Plan

## **1.3 MATERIALS SOURCE SEPARATION PROGRAM (MSSP)**

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

## **1.4 STORAGE, HANDLING AND PROTECTION**

- .1 Store, materials to be reused, recycled and salvaged in locations as directed by Departmental Representative.
- .2 Unless specified otherwise, materials for removal become Contractor's property.
- .3 Protect, stockpile, store and catalogue salvaged items.
- .4 Separate non-salvageable materials from salvaged items. Transport and deliver non-salvageable items to licensed disposal facility.
- .5 Protect structural components not removed for demolition from movement or damage.
- .6 Support affected structures. If safety of building is endangered, cease operations and immediately notify Departmental Representative.

- .7 Protect surface drainage, mechanical and electrical from damage and blockage.
- .8 Separate and store materials produced during dismantling of structures in designated areas.
- .9 Prevent contamination of materials to be salvaged and recycled and handle materials in accordance with requirements for acceptance by designated facilities.
  - .1 On-site source separation is recommended.
  - .2 Remove co-mingled materials to off-site processing facility for separation.
  - .3 Provide waybills for separated materials.

## **1.5 DISPOSAL OF WASTES**

- .1 All hazardous material disposal (Asbestos Containing Material's, refractory bricks with metals) shall be as per hazardous material specification sections.
- .2 Do not bury rubbish or waste materials.
- .3 Do not dispose of waste, volatile materials, mineral spirits, oil, paint thinner into waterways, storm, or sanitary sewers.
- .4 Keep records of construction waste including:
  - .1 Number and size of bins.
  - .2 Waste type of each bin.
  - .3 Total tonnage generated.
  - .4 Tonnage reused or recycled.
  - .5 Reused or recycled waste destination

## **Part 2 Products**

### **2.1 NOT USED**

- .1 Not Used.

## **Part 3 Execution**

### **3.1 (CWM PLAN) IMPLEMENTATION**

- .1 Provide on-site facilities for collection, handling and storage of anticipated quantities of reusable and/or recyclable materials.
- .2 Source separate materials to be re-used or recycled, into specified sort areas.
- .3 Dispose of construction (unable to be reduced/reused/recycled) into separated waste streams as outlined by the local waste management program.

### **3.2 APPLICATION**

- .1 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes



**3.3 CLEANING**

- .1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.
- .2 Clean-up work area as work progresses.
- .3 Source separate materials to be reused/recycled into specified sort areas.

**3.4 USE OF OWNERS GARBAGE BINS**

- .1 No construction related rubble is to be placed in Owner's garbage bins. Contractors will be fined up to \$1,000.00 for each instance where this can be proven.

**3.5 SALVAGE**

- .1 Contractor shall be responsible for all disassembly, removals, disposal and salvage of all demolition waste, including all equipment which must be removed to complete the Scope of Work, and which has not been designated for reuse by the City of Saint John.

**END OF SECTION**

**Part 1            General**

**1.1                INSPECTION AND DECLARATION**

- .1 Contractor's Inspection: Contractor and Subcontractors: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents:
  - .1 Notify the City of Saint John in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
  - .2 Request City of Saint John, Consultant Construction Manager Inspection.
- .2 City of Saint John Construction Manager Inspection: City of Saint John Construction Manager, Consultant and Contractor will perform inspection of Work to identify obvious defects or deficiencies. Contractor to correct Work accordingly.
- .3 Completion: submit written certificate that following have been performed:
  - .1 Work has been completed and inspected for compliance with Contract Documents.
  - .2 Defects have been corrected and deficiencies have been completed.
  - .3 Equipment and systems have been tested, adjusted and are fully operational.
  - .4 Operation of systems have been demonstrated to Owner's personnel.
  - .5 Work is complete and ready for final inspection.
- .4 Final Inspection: when items noted above are completed, request final inspection of Work by MCW Construction Manager. If Work is deemed incomplete by City of Saint John Construction Manager or Consultant complete outstanding items and request re-inspection.
- .5 Declaration of Substantial Performance: when City of Saint John Construction Manager considers deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance.
- .6 Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.
- .7 Final Payment: when City of Saint John Construction Manager considers final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. If Work is deemed incomplete by Site Construction Manager complete outstanding items and request re-inspection.
- .8 Payment of Holdback: after issuance of certificate of Substantial Performance of Work, submit an application for payment of holdback amount

**1.2 FINAL CLEANING**

- .1 Remove waste and surplus materials, rubbish and construction facilities from the site.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                SUBMITTALS**

- .1        Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2        Prepare instructions and data using personnel experienced in maintenance and operation of described products.
- .3        Copy will be returned with Consultant's comments.
- .4        Revise content of documents as required prior to final submittal.
- .5        Two weeks prior to Substantial Performance of the Work, submit to the Consultant one final copy of operating and maintenance manuals for review.
- .6        Ensure spare parts, maintenance materials and special tools provided are new, undamaged or defective, and of same quality and manufacturer as products provided in the Work.
- .7        Furnish evidence, if requested, for type, source and quality of products provided.
- .8        Defective products will be rejected, regardless of previous inspections. Replace products at own expense.
- .9        Pay costs of transportation.

**1.2                FORMAT**

- .1        Organize data as instructional manual.
- .2        Operations and Maintenance (O&M) information shall be submitted in electronic format and in one (1) paper copy indexed and bound into a binder.
  - .1        File formats should be PDF.
  - .2        When multiple sections are used, correlate data into related consistent groupings.
  - .3        Arrange content by systems, under Section numbers and sequence of Table of Contents.
  - .4        Provide individual files within electronic media for each section or subsection of related groupings numbered sequentially. File naming conventions shall indicate section number and what the file contains (e.g. file containing heat pump data shall be named "04 – Equipment – Heat pump data.pdf").
  - .5        Provide one file with all information (e.g. file containing O&M for project should be named "O&M for Building ABC, Project ABC").
  - .6        Cover: Identify each CD with printed label title. List title of project and identify subject matter of content (e.g. "Project Record Documents for Building ABC, Project ABC".)
  - .7        Provide section dividers in electronic version for each separate product or system, with typed description of product and major component part of equipment.
  - .8        Text: Manufacturer's printed data or typewritten data.

- .3 Provide indexed and searchable electronic document format.

### **1.3 CONTENTS - PROJECT RECORD DOCUMENTS**

- .1 Table of Contents for Each Volume: provide title of project;
  - .1 Date of submission; names.
  - .2 Addresses, and telephone numbers of Contractor with name of responsible parties.
  - .3 Schedule of products and systems, indexed to content of volume.
- .2 For each product or system:
  - .1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- .3 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

### **1.4 AS -BUILT DOCUMENTS AND SAMPLES**

- .1 Maintain, in addition to requirements in General Conditions, at site one record copy of:
  - .1 Contract Drawings.
  - .2 Specifications.
  - .3 Addenda.
  - .4 Change Orders and other modifications to Contract.
  - .5 Reviewed shop drawings, product data, and samples.
  - .6 Field test records.
  - .7 Inspection certificates.
  - .8 Manufacturer's certificates.
- .2 Store record documents and samples in field office apart from documents used for construction.
  - .1 Provide files, racks, and secure storage.
- .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual.
  - .1 Label each document "PROJECT RECORD" in neat, large, printed letters.
- .4 Maintain record documents in clean, dry and legible condition.
  - .1 Do not use record documents for construction purposes.

### **1.5 EQUIPMENT AND SYSTEMS**

- .1 For each item of equipment and each system include description of unit or system, and component parts.
  - .1 Give function, normal operation characteristics and limiting conditions.
  - .2 Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

- .2 Panel board circuit directories: provide electrical service characteristics, controls, and communications.
- .3 Include installed colour coded wiring diagrams.
- .4 Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences.
  - .1 Include regulation, control, stopping, shut-down, and emergency instructions.
  - .2 Include summer, winter, and any special operating instructions.
- .5 Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- .6 Provide servicing and lubrication schedule, and list of lubricants required.
- .7 Include manufacturer's printed operation and maintenance instructions.
- .8 Include sequence of operation by controls manufacturer.
- .9 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- .10 Provide installed control diagrams by controls manufacturer.
- .11 Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- .12 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- .13 Additional requirements: as specified in individual specification sections.

## **1.6 MATERIALS AND FINISHES**

- .1 Building products, applied materials, and finishes: include product data, with catalogue number, size, composition, and colour and texture designations.
  - .1 Provide information for re-ordering custom manufactured products.
- .2 Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .3 Moisture-protection and weather-exposed products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .4 Additional requirements: as specified in individual specifications sections.

## **1.7 MAINTENANCE MATERIALS**

- .1 Spare Parts:
  - .1 Provide spare parts, in quantities specified in individual specification sections.
  - .2 Provide items of same manufacture and quality as items in Work.
  - .3 Deliver to site ; place and store.
  - .4 Obtain receipt for delivered products and submit prior to final payment.

- .2 Extra Stock Materials:
  - .1 Provide maintenance and extra materials, in quantities specified in individual specification sections.
  - .2 Provide items of same manufacture and quality as items in Work.
  - .3 Deliver to location as directed; place and store.
- .3 Special Tools:
  - .1 Provide special tools, in quantities specified in individual specification section.

**1.8 DELIVERY, STORAGE AND HANDLING**

- .1 Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.
- .2 Store in original and undamaged condition with manufacturer's seal and labels intact.
- .3 Store components subject to damage from weather in weatherproof enclosures.
- .4 Store paints and freezable materials in a heated and ventilated room.

**1.9 WARRANTIES**

- .1 Warrant the equipment for a period of one (1) year from the date of acceptance by the Consultant and City of Saint John Representative.
- .2 Warranties, bonds and other certificates shall be in the Owner's name and delivered in original paper format, as well as electronic PDF format.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

Approved: 2009-06-30

**Part 1            General**

**1.1                RELATED SECTIONS**

- .1      Division 01

**1.2                DESCRIPTION**

- .1      Demonstrate scheduled operation and maintenance of equipment and systems to Owner's personnel two weeks prior to date of final inspection.
- .2      The City of Saint John Representative will provide list of personnel to receive instructions, and will co-ordinate their attendance at agreed-upon times.
- .3      Demonstrate operation of Control Systems.

**1.3                QUALITY ASSURANCE**

- .1      When specified in individual Sections require manufacturer to provide authorized representative to demonstrate operation of equipment and systems, instruct Owner's personnel, and provide written report that demonstration and instructions have been completed.

**1.4                SUBMITTALS**

- .1      Submittals: in accordance with Section 01 33 00 - Submittal Procedures.
- .2      Submit schedule of time and date for demonstration of each item of equipment and each system two weeks prior to designated dates, for City of Saint John Representative's approval.
- .3      Submit reports within one week after completion of demonstration, that demonstration and instructions have been satisfactorily completed.
- .4      Give time and date of each demonstration, with list of persons present.

**1.5                CONDITIONS FOR DEMONSTRATIONS**

- .1      Equipment has been inspected and put into operation.
- .2      Provide copies of completed operation and maintenance manuals for use in demonstrations and instructions.

**1.6                PREPARATION**

- .1      Verify that conditions for demonstration and instructions comply with requirements.
- .2      Verify that designated personnel are present.



**1.7 DEMONSTRATION AND INSTRUCTIONS**

- .1 Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, and maintenance of each item of equipment at scheduled agreed upon times, at the designated location.
- .2 Instruct personnel in phases of operation and maintenance using operation and maintenance manuals as basis of instruction.
- .3 Review contents of manual in detail to explain aspects of operation and maintenance.
- .4 Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instructions.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

**Part 1 General**

**1.1 SUMMARY**

- .1 Section Includes:
  - .1 General requirements relating to commissioning verification of project's equipment and systems, specifying general requirements for start-up and functional performance verification and testing of components, equipment, sub-systems, systems, and integrated systems. Commissioning verification will be conducted by Third-Party Commissioning Agent engaged by the Owner.
  - .2 Related Requirements
  - .3 Section 01 79 00 – Demonstration and Training

**1.2 SCOPE OF WORK**

- .1 Provide material, tools, labour and supervision necessary to assist the commissioning agent in the verification of commissioning of the equipment and systems as outlined in the drawings, specifications and functional performance test forms.
- .2 Contractors and Manufacturer Representative are to participate in the commissioning process and cooperate fully with the Third-Party Commissioning Agent (CxA).
- .3 Once the contractor's commissioning is completed as outlined in the Contract Documents, provide material, tools, labour and supervision to verify in detail with the CxA that the equipment and systems have been commissioned in accordance with this and related Sections.
- .4 Commissioning to be a line item of contractor's cost breakdown

**1.3 GENERAL**

- .1 Commissioning is a planned program of tests, procedures and checks systematically carried out on equipment, systems and integrated systems of the finished project to verify that they meet the owner's project requirements. Commissioning is performed after systems and integrated systems are completely installed, functional and the contractor's responsibilities have been completed and approved.
- .2 Objectives:
  - .1 Verify installed equipment, systems and integrated systems operate in accordance with the owner's project requirements, the contract documents and design criteria and intent.
  - .2 Verify that O&M personnel have been fully trained in all aspects of the installed equipment and systems.
  - .3 Verify that proper documentation relating to the commissioned equipment and systems are compiled and provided to the Owner.
- .3 A third-party commissioning agent will perform commissioning verification of the new equipment and control sequences. This will include start-up verification and functional performance testing activities.

- .4 Contractor participates in the commissioning process, operating equipment and systems, troubleshooting and making adjustments as required.
  - .1 Systems to be operated at full capacity under various modes to determine if they function correctly and consistently at peak efficiency. Systems to be operated interactively with each other as intended in accordance with contract documents and design criteria.
  - .2 During these checks, adjustments to be made to enhance performance to meet environmental or user requirements.
- .5 Start-up verification forms and functional performance test forms will be provided by the Commissioning Agent for completion by the contractor.
  - .1 Verify installed equipment, systems and integrated systems operate in accordance with Contract Documents and design criteria and intent.
  - .2 Ensure appropriate documentation is compiled into the BMM.
  - .3 Effectively train O&M staff.

#### **1.4 COMMISSIONING OVERVIEW**

- .1 Contractor to participate fully in the commissioning process by providing required documentation and conducting the functional performance tests as led by the CxA.
- .2 Functional performance testing will be done using a random sampling methodology. Depending on the quantity and nature of a particular component, equipment or system, the CxA will decide to commission a sampling strategy of between 10% to 100%. Sampling percentage is at the sole discretion of the CxA.
- .3 Contractor to review functional performance test forms prior to testing for suitability with the installed equipment and systems. All concerns related to items such as invalidation of warranty, operating equipment outside recommended parameters, testing that may damage the equipment or systems, etc. are to be brought to the attention of the CxA, Design Team and Owner prior to testing.
- .4 Cx to be a line item of Contractor's cost breakdown.
- .5 Pay costs associated with starting, testing, adjusting and relevant instruments and supplies required to perform duties outlined in this and related Sections.
- .6 Cx activities supplement field quality and testing procedures described in relevant technical sections of the Contract Documents. Cx activities do not relieve the Contractor from the contractual requirements outlined in other specification sections of the Contract Documents. Cx activities do not circumvent or relieve the Contractor from warranty requirements, responsibilities or obligations.
- .7 Ensure all systems have been started, adjusted to design criteria, and are functionally operational, ready for independent testing. The CxA will not begin Functional Performance Testing until satisfied that all requirements have been met. The CxA reserves right to request inspection reports and sign-off from Contractor or Consultant that equipment and systems are ready for Functional Performance Testing.
- .8 Employ experienced personnel for equipment start up and commissioning, who are able to interpret results of readings and tests, and report the system status in a clear and concise manner.

- .9 Provide all equipment required to perform testing, balancing, and commissioning of systems. Calibrate instruments used in start-up; provide calibration certificates if requested by the CxA.
- .10 Utilize equipment check certificates and other commissioning documents required by the CxA.
- .11 Verify that equipment is installed in accordance with Contract Documents, and reviewed shop drawings. satisfactorily under weather, environmental and occupancy conditions to meet functional and operational requirements. Cx activities includes transfer of critical knowledge to facility operational personnel.
- .12 Commissioning will be considered complete once:
  - .1 Completed Cx documentation has been received, reviewed for suitability and approved by the CxA and the Owner.
  - .2 Equipment, components and systems have been commissioned and all issues have been addressed to the satisfaction of the Owner.
  - .3 O&M training has been completed.

## **1.5 NON-CONFORMANCE TO PERFORMANCE VERIFICATION REQUIREMENTS**

- .1 Should equipment, system components, and associated controls be incorrectly installed or malfunction during Cx, correct deficiencies, re-verify equipment and components within the non-functional system, including related systems as deemed required by the CxA to ensure effective performance.
- .2 Costs for corrective work, additional tests and inspections to determine acceptability and proper performance of such items to be borne by the Contractor. Above costs to be in the form of progress payment reductions or hold-back assessments.

## **1.6 STARTING AND TESTING**

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

## **1.7 WITNESSING OF STARTING AND TESTING**

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

## **1.8 PROCEDURES**

- .1 Verify that equipment and systems are complete, clean, and operating in normal and safe manner prior to conducting start-up, testing and Cx.
- .2 Conduct start-up and testing in following distinct phases:
  - .1 Included in delivery and installation:

- .1 Verification of conformity to specification, approved shop drawings and completion of PI report forms.
- .2 Visual inspection of quality of installation.
- .2 Start-up: follow accepted start-up procedures.
- .3 Operational testing: document equipment performance.
- .4 System PV: include repetition of tests after correcting deficiencies.
- .5 Post-substantial performance verification: to include fine-tuning.
- .3 Correct deficiencies and obtain approval from Consultant after distinct phases have been completed and before commencing next phase.
- .4 Document require tests on approved PV forms.
- .5 Failure to follow accepted start-up procedures will result in re-evaluation of equipment by an independent testing agency selected by Consultant. If results reveal that equipment start-up was not in accordance with requirements, and resulted in damage to equipment, implement following:
  - .1 Minor equipment/systems: implement corrective measures approved by Consultant.
  - .2 Major equipment/systems: if evaluation report concludes that damage is minor, implement corrective measures approved by Consultant.
  - .3 If evaluation report concludes that major damage has occurred, Departmental Representative shall reject equipment.
    - .1 Rejected equipment to be remove from site and replace with new.
    - .2 Subject new equipment/systems to specified start-up procedures.

## **1.9 START-UP DOCUMENTATION**

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

## **Part 2 Products**

### **2.1 NOT USED**

- .1 Not Used.

**Part 3            Execution**

**3.1                NOT USED**

.1            Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                RELATED REQUIREMENTS**

- .1      Division 1 – General Requirements
- .2      All Mechanical Sections

**1.2                SCOPE OF WORK**

- .1      The work of the Mechanical Sections includes all labour, materials and equipment necessary for the installation complete of the mechanical systems shown on the drawings and described in these specifications.
- .2      It is the requirement of this work to provide all systems complete functioning in intended system operation, notwithstanding that every item necessarily required may not be specifically mentioned

**1.3                ACTION AND INFORMATIONAL SUBMITTALS**

- .1      Submittals: in accordance with Division 1.
- .2      Shop drawings to be approved by Engineer to show:
- .3      Shop drawings and product data accompanied by:
- .4      In addition to transmittal letter referred to in Division 1.
- .5      Closeout Submittals:
  - .1      Provide operation and maintenance data for incorporation into manual specified in Division 1.
  - .2      Operation and maintenance manual approved by, and final copies deposited with, Engineer before final inspection.
  - .3      Operation data to include:
    - .1      Control schematics for systems including environmental controls.
    - .2      Description of systems and their controls.
    - .3      Description of operation of systems at various loads together with reset schedules and seasonal variances.
    - .4      Operation instruction for systems and component.
    - .5      Description of actions to be taken in event of equipment failure.
    - .6      Valves schedule and flow diagram.
    - .7      Colour coding chart.
  - .4      Maintenance data to include:
    - .1      Servicing, maintenance, operation and trouble-shooting instructions for each item of equipment.
    - .2      Data to include schedules of tasks, frequency, tools required and task time.

- .5 Performance data to include:
  - .1 Equipment manufacturer's performance datasheets with point of operation as left after commissioning is complete.
  - .2 Equipment performance verification test results.
  - .3 Special performance data as specified.
- .6 Approvals:
  - .1 Submit required copies of draft Operation and Maintenance Manual to Departmental Representative and Engineer for approval. Submission of individual data will not be accepted.
  - .2 Make changes as required and re-submit as directed by Departmental Representative and Engineer.
- .7 Additional data:
  - .1 Prepare and insert into operation and maintenance manual additional data when need for it becomes apparent during specified demonstrations and instructions.
- .8 Site records:
  - .1 Departmental Representative will provide 1 set of reproducible mechanical drawings. Provide sets of white prints as required for each phase of work. Mark changes as work progresses and as changes occur. Include changes to existing mechanical systems, control systems and low voltage control wiring.
  - .2 Transfer information weekly to reproducible, revising reproducible to show work as actually installed.
  - .3 Use different colour waterproof ink for each service.
  - .4 Make available for reference purposes and inspection.
- .9 As-built drawings:
  - .1 Prior to start of Testing, Adjusting and Balancing for HVAC, finalize production of as-built drawings.
  - .2 Identify each drawing in lower right hand corner in letters at least 12 mm high as follows: - "AS BUILT DRAWINGS: THIS DRAWING HAS BEEN REVISED TO SHOW MECHANICAL SYSTEMS AS INSTALLED" (Signature of Contractor) (Date).
  - .3 Submit to Departmental Representative and Engineer for approval and make corrections as directed.
  - .4 Perform testing, adjusting and balancing for HVAC using as-built drawings.
  - .5 Submit completed reproducible as-built drawings with Operating and Maintenance Manuals.
- .10 Submit copies of as-built drawings for inclusion in final TAB report in accordance with Division 1.



#### **1.4 QUALITY ASSURANCE**

- .1 Quality Assurance: in accordance with Division 1.
- .2 Health and Safety Requirements: do construction occupational health and safety in accordance with Division 1.

#### **1.5 EQUIPMENT INSTALLATION**

- .1 In accordance with Manufacturer's instructions unless otherwise indicated.

#### **1.6 CLEARANCES**

- .1 Provide space for disassembly, removal of equipment and components as recommended by Manufacturer or as indicated (whichever is greater) without interrupting operation of other system, equipment or components.

#### **1.7 INTERPRETATION OF PLANS AND SPECIFICATIONS**

- .1 These specifications are to be considered as an integral part of the plans which accompany them and neither the plans nor the specifications shall be used alone. Any item which is omitted in one but which is reasonably implied in the other shall be considered properly and sufficiently specified and must, therefore, be provided by this Contractor.
- .2 Misinterpretation of the plans or specifications shall not relieve this Contractor of responsibility; final interpretation of details and clauses remains with the Engineer.
- .3 Where uncertainty exists in the passing of pipes and location of equipment, the General Contractor and or project manager shall be consulted before work is started. Where such materials and equipment have been installed so as to cause interference with the inside treatment of the building, they shall be removed and relocated without additional cost to the Owner.
- .4 The plans do not necessarily show all valves, duct offsets, access panels, connections, balancing fittings, bases, isolators, flexible connections, drains, etc., and this Contractor shall not avail himself of these obvious omissions, but shall install the work complete in essential details so that it will function properly, can be easily balanced and so that repairs and removal of equipment can easily be made.
- .5 Building dimensions shall not be scaled from the Mechanical plans but shall be obtained from on-site dimensions of the building. Any discrepancy between the drawings and the building shall be questioned before proceeding with any installation.

#### **1.8 CO-OPERATION OF CONTRACTORS**

- .1 This Contractor shall become familiar with the work of other contractors and in laying out and installing the work shall co-operate with the other Contractors, so as to facilitate the progress of the work as a whole and avoid interference or delays. Where interference exists, this Contractor shall notify the General Contractor and/or project manager and the engineer before installing the work. Any changes in the work or alterations of the Mechanical Contractor's schedule of procedure required for such co-operation will not be considered as a claim for extra compensation.

- .2 Due to the complexities of many sub-trades, and the restrictive space available in this project, it is required that all trades co-operate closely so as to install all systems in their allotted locations as indicated on the drawings, or coordination on site.

## **1.9 ERRORS AND OMISSIONS**

- .1 The drawings are not intended to show every item of accessory equipment, but the Contractor shall tender on and install all essential details to provide for efficiency of operation and ease of maintenance.
- .2 Should this Contractor discover errors or discrepancies in the plans or specification, he shall refer the matter to the Engineer for change or clarification and shall not proceed with that portion of the work until advised by the Engineer to do so.

## **1.10 MAINTENANCE**

- .1 Furnish spare parts in accordance with Division 1.
- .2 Provide one set of special tools required to service equipment as recommended by manufacturers and in accordance with Division 1.
- .3 Furnish one commercial quality grease gun, grease and adapters to suit different types of grease and grease fittings.

## **1.11 DELIVERY, STORAGE, AND HANDLING**

- .1 Waste Management and Disposal:
  - .1 Construction/Demolition Waste Management and Disposal: separate waste materials for reuse and recycling in accordance with Section Division 1.
- .2 Store and handle materials in accordance with Construction Plan and Manufacturer's written instructions.

## **Part 2 Products**

### **2.1 MATERIALS**

- .1 Materials and products in accordance with Division 1.
- .2 Do verification requirements in accordance with Division 1.

## **Part 3 Execution**

### **3.1 PAINTING REPAIRS AND RESTORATION**

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

### **3.2 CLEANING**

- .1 Clean interior and exterior of all systems. Vacuum interior of ductwork and air handling units.

### **3.3 FIELD QUALITY CONTROL**

- .1 Site Tests: conduct following tests in accordance with Division 1 and submit report.
- .2 Manufacturer's Field Services:
  - .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports.
  - .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.
  - .3 Schedule site visits, to review Work, as directed.

### **3.4 DEMONSTRATION**

- .1 City of Saint John Representative and Engineer will use equipment and systems for test purposes prior to acceptance. Supply labour, material, and instruments required for testing.
- .2 Trial usage to apply to following equipment and systems:
  - .1 Defogger units.
- .3 Supply tools, equipment and personnel to demonstrate and instruct operating and maintenance personnel in operating, controlling, adjusting, trouble-shooting and servicing of all systems and equipment during regular work hours, prior to acceptance.
- .4 Use operation and maintenance manual, as-built drawings, and audio visual aids as part of instruction materials.
- .5 Instruction duration time requirements as specified in appropriate sections.
- .6 City of Saint John Representative may record these demonstrations on video tape for future reference

### **3.5 PROTECTION**

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

**END OF SECTION**

**Part 1            General**

**1.1                SUMMARY**

- .1    Section Includes:
  - .1    Materials and requirements for the identification of piping systems, duct work, valves and controllers, including the installation and location of identification systems.

**1.2                ACTION AND INFORMATIONAL SUBMITTALS**

- .1    Product Data:
- .2    Submittals: in accordance with Division 1 – General Requirements.
- .3    Product data to include paint colour chips, other products specified in this section.

**1.3                QUALITY ASSURANCE**

- .1    Quality assurance submittals: submit following in accordance with Division 1.
- .2    Health and Safety:
  - .1    Do construction occupational health and safety in accordance with Division 1.
  - .2    Indicate VOC/s for all adhesives and solvents during application and curing.

**1.4                DELIVERY, STORAGE, AND HANDLING**

- .1    Packing, shipping, handling and unloading:
  - .1    Deliver, store and handle in accordance with Division 1.
  - .2    Deliver, store and handle materials in accordance with manufacturer's written instructions.
- .2    Waste Management and Disposal:
  - .1    Construction/Demolition Waste Management and Disposal: separate waste materials for reuse and recycling in accordance with Division 1.

**Part 2            Products**

**2.1                MANUFACTURER'S EQUIPMENT NAMEPLATES**

- .1    Metal or plastic laminate nameplate mechanically fastened to each piece of equipment by manufacturer.
- .2    Lettering and numbers raised or recessed.
- .3    Information to include, as appropriate:
  - .1    Equipment: manufacturer's name, model, size, serial number, capacity.
  - .2    Motor: voltage, Hz, phase, power factor, duty, frame size.

## 2.2 SYSTEM NAMEPLATES

- .1 Colours:
  - .1 Hazardous: red letters, white background.
  - .2 Elsewhere: black letters, white background (except where required otherwise by applicable codes).
- .2 Construction:
  - .1 3 mm thick laminated plastic or white anodized aluminum, matte finish, with square corners, letters accurately aligned and machine engraved into core.
- .3 Sizes:
  - .1 Conform to following table:

Size # mm	Sizes (mm)	No. of Lines	Height of Letters (mm)
1	10 x 50	1	3
2	13 x 75	1	5
3	13 x 75	2	3
4	20 x 100	1	8
5	20 x 100	2	5
6	20 x 200	1	8
7	25 x 125	1	12
8	25 x 125	2	8
9	35 x 200	1	20

- .2 Use maximum of 25 letters/numbers per line.
- .4 Locations:
  - .1 Terminal cabinets, control panels: use size # 5.
  - .2 Equipment in Mechanical Rooms: use size # 9.

## 2.3 EXISTING IDENTIFICATION SYSTEMS

- .1 Apply existing identification system to new work.
- .2 Where existing identification system does not cover for new work, use identification system specified this section.
- .3 Before starting work, obtain written approval of identification system from Departmental Representative and Engineer.

## 2.4 IDENTIFICATION DUCTWORK SYSTEMS

- .1 50 mm high stencilled letters and directional arrows 150 mm long x 50 mm high.
- .2 Colours: back, or co-ordinated with base colour to ensure strong contrast.

## 2.5 CONTROLS COMPONENTS IDENTIFICATION

- .1 Identify all systems, equipment, components, controls, sensors with system nameplates specified in this section.
- .2 Inscriptions to include function and (where appropriate) fail-safe position.

**Part 3 Execution**

**3.1 MANUFACTURER'S INSTRUCTIONS**

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

**3.2 INSTALLATION**

- .1 Perform work in accordance with CAN/CGSB-24.3 except as specified otherwise.
- .2 Provide ULC and or CSA registration plates as required by respective agency.

**3.3 NAMEPLATES**

- .1 Locations:
  - .1 In conspicuous location to facilitate easy reading and identification from operating floor.
- .2 Standoffs:
  - .1 Provide for nameplates on hot and/or insulated surfaces.
- .3 Protection:
  - .1 Do not paint, insulate or cover.

**END OF SECTION**

**Part 1            General**

**1.1                SUMMARY**

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

**1.2                QUALIFICATIONS OF TAB PERSONNEL**

- .1    Submit names of personnel to perform TAB to Commissioning Agent and Engineer within 90 days of award of contract.
- .2    Provide documentation confirming qualifications, successful experience.
- .3    TAB: performed in accordance with the requirements of standard under which TAB Firm's qualifications are approved:
  - .1    Associated Air Balance Council, (AABC) National Standards for Total System Balance, MN-1-2002.
  - .2    National Environmental Balancing Bureau (NEBB) TABES, Procedural Standards for Testing, Adjusting, Balancing of Environmental Systems - 1998.
  - .3    Sheet Metal and Air Conditioning Contractors' National Association (SMACNA), HVAC TAB HVAC Systems - Testing, Adjusting and Balancing - 2002 .
- .4    Recommendations and suggested practices contained in the TAB Standard: mandatory.
- .5    Use TAB Standard provisions, including checklists, and report forms to satisfy Contract requirements.
- .6    Use TAB Standard for TAB, including qualifications for TAB Firm and Specialist and calibration of TAB instruments.
- .7    Where instrument manufacturer calibration recommendations are more stringent than those listed in TAB Standard, use manufacturer's recommendations.
- .8    TAB Standard quality assurance provisions such as performance guarantees form part of this contract.
  - .1    For systems or system components not covered in TAB Standard, use TAB procedures developed by TAB Specialist.
  - .2    Where new procedures, and requirements, are applicable to Contract requirements have been published or adopted by body responsible for TAB Standard used (AABC, NEBB, or TABB), requirements and recommendations contained in these procedures and requirements are mandatory.

### **1.3 PURPOSE OF TAB**

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

### **1.4 EXCEPTIONS**

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

### **1.5 CO-ORDINATION**

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

### **1.6 PRE-TAB REVIEW**

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

### **1.7 START-UP**

- .1 Follow start-up procedures as recommended by equipment manufacturer unless specified otherwise.
- .2 Follow special start-up procedures specified elsewhere in Division 23.

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

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

### **1.9 START OF TAB**

- .1 Notify Engineer 7 days prior to start of TAB.
- .2 Start TAB when building is essentially completed, including:



- .3 Installation of ceilings, doors, windows, other construction affecting TAB.
- .4 Application of weatherstripping, sealing, and caulking.
- .5 Pressure, leakage, other tests specified elsewhere Division 23.
- .6 Provisions for TAB installed and operational.
- .7 Start-up, verification for proper, normal and safe operation of mechanical and associated electrical and control systems affecting TAB including but not limited to:
  - .1 Proper thermal overload protection in place for electrical equipment.
  - .2 Air systems:
    - .1 Filters in place, clean.
    - .2 Duct systems clean.
    - .3 Ducts, air shafts, ceiling plenums are airtight to within specified tolerances.
    - .4 Correct fan rotation.
    - .5 Fire, smoke, volume control dampers installed and open.
    - .6 Coil fins combed, clean.
    - .7 Access doors, installed, closed.
    - .8 Outlets installed, volume control dampers open.
  - .3 Liquid systems:
    - .1 Flushed, filled, vented.
    - .2 Correct pump rotation.
    - .3 Strainers in place, baskets clean.
    - .4 Isolating and balancing valves installed, open.
    - .5 Calibrated balancing valves installed, at factory settings.
    - .6 Chemical treatment systems complete, operational.

**1.10 APPLICATION TOLERANCES**

- .1 Do TAB to following tolerances of design values:
  - .1 HVAC systems: plus 10%, minus 10%.

**1.11 ACCURACY TOLERANCES**

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

**1.12 INSTRUMENTS**

- .1 Calibrate in accordance with requirements of most stringent of referenced standard for either applicable system or HVAC system.
- .2 Calibrate within 3 months of TAB. Provide certificate of calibration to Engineer.

**1.13 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit, prior to commencement of TAB:

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

#### **1.14 PRELIMINARY TAB REPORT**

- .1 Submit for checking and approval of Departmental Representative and Engineer, prior to submission of formal TAB report, sample of rough TAB sheets. Include:
  - .1 Details of instruments used.
  - .2 Details of TAB procedures employed.
  - .3 Calculations procedures.
  - .4 Summaries.

#### **1.15 TAB REPORT**

- .1 Format in accordance with referenced standard.
- .2 TAB report to show results in SI units and to include:
  - .1 Project record drawings.
  - .2 System schematics.
- .3 Submit required copies of TAB Report to Departmental Representative and Engineer for verification and approval, in English in D-ring binders, complete with index tabs.

#### **1.16 VERIFICATION**

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

#### **1.17 SETTINGS**

- .1 After TAB is completed to satisfaction of Departmental Representative and Engineer, replace drive guards, close access doors, lock devices in set positions, ensure sensors are at required settings.
- .2 Permanently mark settings to allow restoration at any time during life of facility. Do not eradicate or cover markings.

#### **1.18 COMPLETION OF TAB**

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

#### **1.19 AIR SYSTEMS**

- .1 Standard: TAB to most stringent of this section or TAB standards of AABC, NEBB, SMACNA and ASHRAE.
- .2 Do TAB of following systems, equipment, components, controls:

- .1 DH-1, DH-2.
- .3 Qualifications: personnel performing TAB current member in good standing of AABC or NEBB
- .4 Quality assurance: perform TAB under direction of supervisor qualified to standards of AABC or NEBB.
- .5 Measurements: to include as appropriate for systems, equipment, components, controls: air velocity, static pressure, flow rate, pressure drop (or loss), temperatures (dry bulb, wet bulb, dewpoint), duct cross-sectional area, RPM, electrical power, voltage, noise, vibration.
- .6 Locations of equipment measurements: to include as appropriate:
  - .1 Inlet and outlet of dampers, filter, coil, humidifier, fan, other equipment causing changes in conditions.
  - .2 At controllers, controlled device.
- .7 Locations of systems measurements to include as appropriate: main ducts, main branch, sub-branch, run-out (or grille, register or diffuser).

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

**Part 1 General**

**1.1 REFERENCE STANDARDS**

- .1 American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- .2 ASTM International (ASTM)
  - .1 ASTM A480/A480M-11, Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet and Strip. ASTM
  - .2 A635/A635M-09b, Standard Specification for Steel, Sheet and Strip, Heavy-Thickness Coils, Carbon, Hot Rolled.
  - .3 ASTM A653/A653M-10, Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- .3 Sheet Metal and Air Conditioning Contractors' National Association (SMACNA)
  - .1 SMACNA HVAC Duct Construction Standards - Metal and Flexible, 2nd Edition 1995 and Addendum No. 1, 1997.
  - .2 SMACNA HVAC Air Duct Leakage Test Manual, 1985, 1st Edition.
  - .3 IAQ Guideline for Occupied Buildings Under Construction 2007.
- .4 South Coast Air Quality Management District (SCAQMD), California State, Regulation XI. Source Specific Standards
  - .1 SCAQMD Rule 1168-A2005, Adhesives and Sealants Applications.

**1.2 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit shop drawings and product data in accordance with Division 1 – General Requirements.
- .2 Product Data:
  - .1 Submit manufacturer's instructions, printed product literature and data sheets for metal ducts and include product characteristics, performance criteria, physical size, finish and limitations.

**1.3 DELIVERY, STORAGE AND HANDLING**

- .1 Deliver, store and handle materials in accordance with Division 20 – Common Work Results for Mechanical and Manufacturer’s Written Instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.

**Part 2 Products**

**2.1 SEAL CLASSIFICATION**

.1 Classification as follows:

Maximum Pressure Pa	SMACNA Seal Class
500	[C]

.2 Seal classification:

.1 Class C: transverse joints and connections made air tight with gaskets, sealant or combination thereof. Longitudinal seams unsealed.

**2.2 SEALANT**

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

**2.3 TAPE**

.1 Tape: polyvinyl treated, open weave fiberglass tape, 50 mm wide.

.1 Acceptable material:

.1 Duro Dyne FT-2

.2 Bakor 990-06

.3 or approved alternate.

**2.4 DUCT LEAKAGE**

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

**2.5 FITTINGS**

.1 Fabrication: to SMACNA.

.2 Transitions:

.1 Diverging: 20 degrees maximum included angle.

.2 Converging: 30 degrees maximum included angle.

.3 Offsets:

.1 Full radius elbows or as indicated..

**2.6 GALVANIZED STEEL**

.1 Lock forming quality: to ASTM A653/A653M, Z90 zinc coating.

.2 Thickness, fabrication and reinforcement: to ASHRAE and SMACNA.

.3 Joints: to ASHRAE and SMACNA.

.4 All ductwork within 10 m of air handlers is to be 1 gauge heavier.

**Part 3 Execution**

**3.1 GENERAL**

- .1 Do not break continuity of insulation vapour barrier with hangers or rods.
  - .1 Insulate strap hangers 100 mm beyond insulated duct and Ensure diffuser is fully seated.
- .2 Support risers in accordance with ASHRAE and SMACNA.
- .3 Install breakaway joints in ductwork on sides of fire separation.
- .4 Install proprietary manufactured flanged duct joints in accordance with manufacturer's instructions.
- .5 Manufacture duct in lengths and diameter to accommodate installation of acoustic duct lining (clear inside dimensions shown on drawings).

**3.2 HANGERS**

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

Duct Size (mm)	Spacing (mm)
to 1500	3000
1501 and over	2500

**3.3 SEALING AND TAPING**

- .1 Apply sealant to outside of joint to manufacturer's recommendations.
- .2 Bed tape in sealant and recoat with minimum of 1 coat of sealant to manufacturers recommendations.

**END OF SECTION**

**Part 1            General**

**1.1                RELATED REQUIREMENTS**

- .1      Division 1- General Requirements.
- .2      Division 20- Common Work Results for HVAC

**1.2                ACTION AND INFORMATIONAL SUBMITTALS**

- .1      Submittals in accordance with Division 1-General Requirements.
- .2      Product Data:
  - .1      Submit manufacturer's instructions, printed product literature and data sheets for [air duct accessories] and include product characteristics, performance criteria, physical size, finish and limitations.
  - .2      Indicate:
    - .1      Flexible connections.
    - .2      Duct access doors.
    - .3      Turning vanes.
    - .4      Instrument test ports.

**1.3                DELIVERY, STORAGE AND HANDLING**

- .1      Deliver, store and handle materials in accordance with Division 1 – General Requirements
- .2      Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.

**Part 2            Products**

**2.1                GENERAL**

- .1      Manufacture in accordance with SMACNA - HVAC Duct Construction Standards.

**2.2                FLEXIBLE CONNECTIONS**

- .1      Frame: galvanized sheet metal frame match duct thickness with fabric clenched by means of double locked seams.
- .2      Material:
  - .1      Fire resistant, self extinguishing, neoprene coated glass fabric, temperature rated at minus 40°C to plus 90°C, density of 1.3 kg/m<sup>2</sup> .

**2.3                ACCESS DOORS IN DUCTS**

- .1      Non-Insulated Ducts: sandwich construction of same material as duct, one sheet metal thickness heavier, minimum 0.6 mm thick complete with sheet metal angle frame.

- .2 Insulated Ducts: sandwich construction of same material as duct, one sheet metal thickness heavier, minimum 0.6 mm thick complete with sheet metal angle frame and 25 mm thick rigid glass fibre insulation.
- .3 Gaskets: neoprene.
- .4 Hardware:
  - .1 Up to 300 x 300 mm: two sash locks.
  - .2 301 to 450 mm: four sash locks.
  - .3 451 to 1000 mm: piano hinge and minimum two sash locks.
  - .4 Doors over 1000 mm: piano hinge and two handles operable from both sides.
  - .5 Hold open devices..

### **Part 3 Execution**

#### **3.1 INSTALLATION**

- .1 Flexible Connections:
  - .1 Install in following locations:
    - .1 Inlets and outlets to supply air units and fans.
    - .2 Inlets and outlets of exhaust and return air fans.
    - .3 As indicated.
  - .2 Length of connection: 100 mm.
  - .3 Minimum distance between metal parts when system in operation: 75mm.
  - .4 Install in accordance with recommendations of SMACNA.
  - .5 When fan is running:
    - .1 Ducting on sides of flexible connection to be in alignment.
    - .2 Ensure slack material in flexible connection.
    - .3 Required by code.
    - .4 Reheat coils.
    - .5 Elsewhere as indicated.

#### **3.2 CLEANING**

- .1 Perform cleaning operations in accordance with manufacturer's recommendations.
- .2 Upon completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

**END OF SECTION**



**Part 1            General**

**1.1                SUMMARY**

- .1    Section Includes:
  - .1    Supply grilles and registers, diffusers and linear grilles, for commercial and residential use.

**1.2                ACTION AND INFORMATIONAL SUBMITTALS**

- .1    Product Data:
  - .1    Submit manufacturer's printed product literature, specifications and datasheet in accordance with Division 1 – General Requirements. Include product characteristics, performance criteria, and limitations.
  - .2    Indicate following:
    - .1    Capacity.
    - .2    Throw and terminal velocity.
    - .3    Noise criteria.
    - .4    Pressure drop.
    - .5    Neck velocity.

**1.3                MAINTENANCE MATERIAL SUBMITTALS**

- .1    Extra Materials:
  - .1    Provide maintenance materials.
  - .2    Include:
    - .1    Keys for volume control adjustment.
    - .2    Keys for air flow pattern adjustment.

**1.4                DELIVERY, STORAGE AND HANDLING**

- .1    Packing, shipping, handling and unloading:
  - .1    Deliver, store and handle in accordance with Division 1 – General Requirements.
  - .2    Deliver, store and handle materials in accordance with manufacturer's written instructions.

**Part 2            Products**

**2.1                SYSTEM DESCRIPTION**

- .1    Performance Requirements:
  - .1    Catalogued or published ratings for manufactured items: obtained from tests carried out by manufacturer or those ordered by manufacturer from independent testing agency signifying adherence to codes and standards.

**2.2 GENERAL**

- .1 To meet capacity, pressure drop, terminal velocity, throw, noise level, neck velocity as indicated.
- .2 Frames:
  - .1 Full perimeter gaskets.
  - .2 Concealed fasteners.
- .3 Concealed manual volume control damper operators.
- .4 Colour: as shown

**2.3 MANUFACTURED UNITS**

- .1 Grilles, registers and diffusers of same generic type, products of one manufacturer.

**Part 3 Execution**

**3.1 INSTALLATION**

- .1 Install in accordance with manufacturers instructions.

**3.2 CLEANING**

- .1 Proceed in accordance with Division 1 – General Requirements.
- .2 Upon completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment..

**END OF SECTION**

**Part 1 General**

**1.1 REFERENCE STANDARDS**

- .1 American National Standards Institute/Air-Conditioning, Heating and Refrigeration Institute (ANSI/AHRI)
  - .1 ANSI/AHRI 430-10, Performance Rating of Central Station Air-Handling Units.
- .2 American National Standards Institute/American Society of Heating, Refrigeration and Air Condition Engineers/Illuminating Engineering Society (ANSI/ASHRAE/IES)
  - .1 ANSI/ASHRAE 52.2-2012, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.
  - .2 ANSI/ASHRAE/IES 90.1-2010], Energy Standard for Buildings Except Low-Rise Residential Buildings.

**1.2 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Product Data:
  - .1 Submit manufacturer's instructions, printed product literature and data sheets for air handling units and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Shop Drawings:
  - .1 Indicate on drawings: coil, dampers, fan curves showing point of operation, motor drive; include performance data.

**1.3 CLOSEOUT SUBMITTALS**

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

**1.4 MAINTENANCE MATERIAL SUBMITTALS**

- .1 Submit in accordance with Section 01 78 00- Closeout Submittals.
- .2 Provide 1 spare set of filters.
- .3 Provide list of individual manufacturer's recommended spare parts for equipment such as bearings and seals, and addresses of suppliers, together with list of specialized tools necessary for adjusting, repairing or replacing, for placement into operating manual.
- .4 Spare filters: in addition to filters installed immediately prior to acceptance by Consultant, supply 1 complete set of filters for each filter unit or filter bank.

**1.5 DELIVERY, STORAGE AND HANDLING**

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

**Part 2 Products**

**2.1 GENERAL**

- .1 Refer to mechanical drawings for defogger unit specification.

**Part 3 Execution**

**3.1 INSTALLATION**

- .1 Provide appropriate protection apparatus.
- .2 Install units in accordance with manufacturer's instructions and as indicated.
- .3 Ensure adequate clearance for servicing and maintenance.

**END OF SECTION**

Approved: 2013-06-30

**Part 1 General**

**1.1 DEFINITIONS**

- .1 Electrical and electronic terms: unless otherwise specified or indicated, terms used in these specifications, and on drawings, are those defined by IEEE SP1122.

**1.2 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 01 33 00- Submittal Procedures.
- .2 Product Data:
  - .1 Submit manufacturer's instructions, printed product literature and data sheets for all electrical equipment.
- .3 Submit for review single line electrical diagrams and locate as indicated.
  - .1 Electrical distribution system in main electrical room.
- .4 Shop drawings:
  - .1 Submit wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, ductwork, and other items that must be shown to ensure co-ordinated installation.
  - .2 Identify on wiring diagrams circuit terminals and indicate internal wiring for each item of equipment and interconnection between each item of equipment.
  - .3 Indicate of drawings clearances for operation, maintenance, and replacement of operating equipment devices.
  - .4 If changes are required, notify Consultant of these changes before they are made.
- .5 Certificates:
  - .1 Provide CSA certified equipment.
  - .2 Submit test results of installed electrical systems and instrumentation.
  - .3 Permits and fees: in accordance with General Conditions of contract.
  - .4 Submit, upon completion of Work, load balance report as described in PART 3 - LOAD BALANCE.
  - .5 Submit certificate of acceptance from authority having jurisdiction upon completion of Work to Consultant.
- .6 Manufacturer's Field Reports: submit to Consultant manufacturer's written report, within 3 days of review, verifying compliance of Work.

**1.3 CLOSEOUT SUBMITTALS**

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

- .1 Provide for each system and principal item of equipment as specified in technical sections for use by operation and maintenance personnel.
- .2 Operating instructions to include following:
  - .1 Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
  - .2 Start up, proper adjustment, operating, lubrication, and shutdown procedures.
  - .3 Safety precautions.
  - .4 Procedures to be followed in event of equipment failure.
  - .5 Other items of instruction as recommended by manufacturer of each system or item of equipment.
- .3 Print or engrave operating instructions and frame under glass or in approved laminated plastic.
- .4 Post instructions where directed.
- .5 For operating instructions exposed to weather, provide weather-resistant materials or weatherproof enclosures.
- .6 Ensure operating instructions will not fade when exposed to sunlight and are secured to prevent easy removal or peeling.

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

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

### **Part 2 Products**

#### **2.1 DESIGN REQUIREMENTS**

- .1 Operating voltages: to CAN3-C235.
- .2 Motors, electric heating, control and distribution devices and equipment to operate satisfactorily at 60 Hz within normal operating limits established by above standard.
  - .1 Equipment to operate in extreme operating conditions established in above standard without damage to equipment.

#### **2.2 MATERIALS AND EQUIPMENT**

- .1 Provide material and equipment in accordance with electrical drawings and specifications.
- .2 Equipment and Material to be CSA certified.
- .3 Factory assemble control panels and component assemblies.

**2.3 ELECTRIC MOTORS, EQUIPMENT AND CONTROLS**

- .1 Verify installation and co-ordination responsibilities related to motors, equipment and controls, as indicated.
- .2 Control wiring and conduit: in accordance with electrical drawings .

**2.4 WIRING TERMINATIONS**

- .1 Ensure lugs, terminals, screws used for termination of wiring are suitable for either copper or aluminum conductors.

**2.5 EQUIPMENT IDENTIFICATION**

- .1 Identify electrical equipment with labels as follows:
  - .1 Nameplates: lamicoid 3mm thick plastic engraving sheet, matt white finish, mechanically attached with self tapping screws.
  - .2 Sizes as follows:

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

- .2 Labels: embossed plastic labels with 6 mm high letters unless specified otherwise.
- .3 Nameplates for terminal cabinets and junction boxes to indicate system and/or voltage characteristics.
- .4 Disconnects, starters and contactors: indicate equipment being controlled and voltage.
- .5 Terminal cabinets and pull boxes: indicate system and voltage.
- .6 Transformers: indicate capacity, primary and secondary voltages.

**2.6 WIRING IDENTIFICATION**

- .1 Identify wiring with permanent indelible identifying markings, coloured plastic tapes, on both ends of phase conductors of feeders and branch circuit wiring.
- .2 Maintain phase sequence and colour coding throughout.
- .3 Colour coding: to CSA C22.1.
- .4 Use colour coded wires in communication cables, matched throughout system.

**2.7 CONDUIT AND CABLE IDENTIFICATION**

- .1 Colour code conduits, boxes and metallic sheathed cables.
- .2 Code with plastic tape or paint at points where conduit or cable enters wall, ceiling, or floor, and at 15m intervals.

.3 Colours: 25 mm wide prime colour and 20 mm wide auxiliary colour.

Type	Prime	Auxiliary
up to 250 V	Yellow	
up to 600 V	Yellow	Green
up to 5 kV	Yellow	Blue
up to 15 kV	Yellow	Red
Telephone	Green	
Other Communication Systems	Green	Blue
Fire Alarm	Red	
Emergency Voice	Red	Blue
Other Security Systems	Red	Yellow

## 2.8 FINISHES

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

## Part 3 Execution

### 3.1 INSTALLATION

- .1 Do complete installation in accordance with CSA C22.1 except where specified otherwise.
- .2 Do overhead and underground systems in accordance with CAN/CSA-C22.3 No.1 except where specified otherwise.

### 3.2 NAMEPLATES AND LABELS

- .1 Ensure manufacturer's nameplates, CSA labels and identification nameplates are visible and legible after equipment is installed.

### 3.3 CONDUIT AND CABLE INSTALLATION

- .1 If plastic sleeves are used in fire rated walls or floors, remove before conduit installation.
- .2 Install cables, conduits and fittings embedded or plastered over, close to building structure so furring can be kept to minimum.

### 3.4 LOCATION OF OUTLETS

- .1 Locate outlets in accordance with electrical drawings .
- .2 Do not install outlets back-to-back in wall; allow minimum 150mm horizontal clearance between boxes.
- .3 Change location of outlets at no extra cost or credit, providing distance does not exceed 3000 mm, and information is given before installation.
- .4 Locate light switches on latch side of doors.



- .1 Locate disconnect devices in mechanical and elevator machine rooms on latch side of floor.

### **3.5 MOUNTING HEIGHTS**

- .1 Mounting height of equipment is from finished floor to centreline of equipment unless specified or indicated otherwise.
- .2 If mounting height of equipment is not specified or indicated, verify before proceeding with installation.
- .3 Install electrical equipment at following heights unless indicated otherwise.
  - .1 Local switches: 1400 mm.
  - .2 Wall receptacles:
    - .1 General: 300 mm.
    - .2 Above top of continuous baseboard heater: 200 mm.
    - .3 Above top of counters or counter splash backs: 175 mm.
    - .4 In mechanical rooms: 1400 mm.
  - .3 Panelboards: as required by Code or as indicated.

### **3.6 CO-ORDINATION OF PROTECTIVE DEVICES**

- .1 Ensure circuit protective devices such as overcurrent trips, relays and fuses are installed to required values and settings.

### **3.7 FIELD QUALITY CONTROL**

- .1 Load Balance:
  - .1 Measure phase current to panelboards with normal loads (lighting) operating at time of acceptance; adjust branch circuit connections as required to obtain best balance of current between phases and record changes.
  - .2 Measure phase voltages at loads and adjust transformer taps to within 2% of rated voltage of equipment.
  - .3 Provide upon completion of work, load balance report as directed in PART 1 - ACTION AND INFORMATIONAL SUBMITTALS, phase and neutral currents on panelboards, dry-core transformers and motor control centres, operating under normal load, as well as hour and date on which each load was measured, and voltage at time of test.
- .2 Conduct following tests in accordance with Section 01 45 00- Quality Control.
  - .1 Power distribution system including phasing, voltage, grounding and load balancing.
  - .2 Circuits originating from branch distribution panels.
  - .3 Lighting and its control.
  - .4 Motors, heaters and associated control equipment including sequenced operation of systems where applicable.
- .3 Carry out tests in presence of Departmental Representative.

- .4 Provide instruments, meters, equipment and personnel required to conduct tests during and at conclusion of project.
- .5 Manufacturer's Field Services:
  - .1 Obtain written report from manufacturer verifying compliance of Work, in handling, installing, applying, protecting and cleaning of product and submit Manufacturer's Field Reports as described in PART 1 - ACTION AND INFORMATIONAL SUBMITTALS.
  - .2 Provide manufacturer's field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.

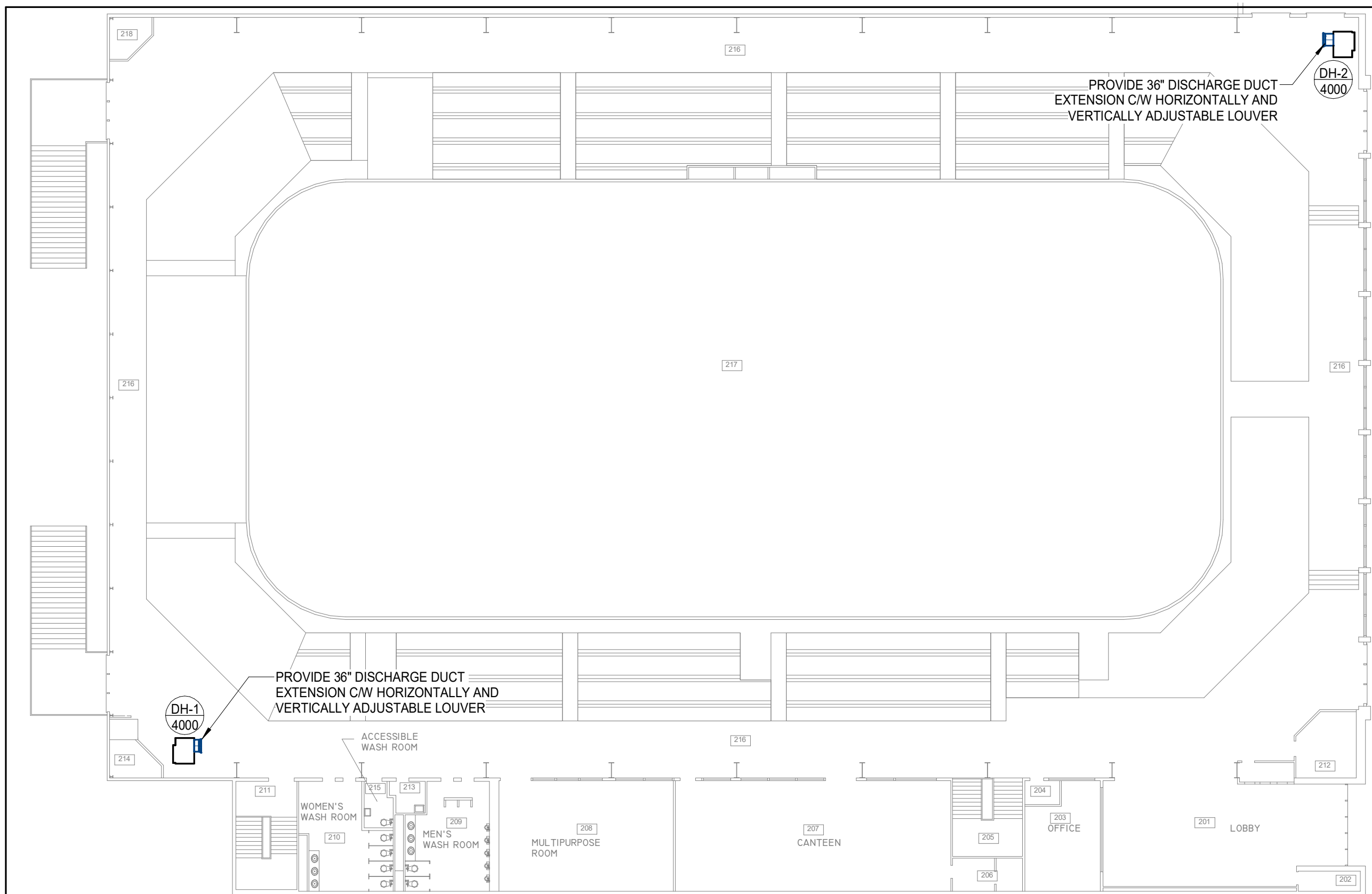
### **3.8 SYSTEM STARTUP**

- .1 Instruct Consultant in operation, care and maintenance of systems, system equipment and components.
- .2 Arrange and pay for services of manufacturer's factory service engineer to supervise start-up of installation, check, adjust, balance and calibrate components and instruct operating personnel.
- .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 aspects of its care and operation.

### **3.9 CLEANING**

- .1 Progress Cleaning: clean in accordance with Section 01 74 11- Cleaning.
  - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 11- Cleaning.

**END OF SECTION**



HVAC LEGEND	
	SUPPLY AIR DUCT RISE/DROP
	RETURN AIR DUCT RISE/DROP
	OUTSIDE DUCT RISE/DROP
	EXHAUST AIR DUCT RISE/DROP
	SUPPLY AIR DUCT (S/A)
	RETURN AIR DUCT (R/A)
	OUTSIDE AIR DUCT (O/A)
	EXHAUST AIR DUCT (E/A)
	INSULATED DUCT
	REFRIGERATOR LIQUID AND SUCTION PIPE (RL & RS)
	CONDENSATE DRAINAGE PIPE (CON)
	CO/NO <sub>2</sub> GAS SENSORS
	TAG AIR FLOW (CFM)
	TAG
	EXHAUST FAN
	LOUVER
	METAL TANDEM HOOD
	DIFFUSER (EXHAUST/RETURN)
	FIRE DEMPER (FD)
	SIDEWALL CAB
	DIFFUSER (EXHAUST/RETURN)
	SUPPLY DIFFUSER
	ELECTRIC UNIT HEATER
	ENERGY RECOVERY VENTILATOR
	FIRE DAMPER
	BALANCING DAMPER

Rev.	Description	YY MM DD
0	ISSUED FOR REVIEW	2022-04-06



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Serving Our Clients' Needs First

Project  
**Dehumidification System  
LBR**

Drawing  
**GROUND FLOOR PLAN  
VENTILATION**

Project No. 15506	Rev. 0
Drawn BS	Checked RSG
Scale As indicated	
Sheet <b>M1.1</b>	

**1** GROUND FLOOR PLAN VENTILATION  
M1.1 1" = 20'-0"

DENUMIDIFIER SCHEDULE				
UNIT ID	MANUFACTURER AND MODEL	FLOW	ELECTRICAL	COMMENTS
DH-1	THERMOPLUS IRD-075 OR EQUAL	4000	575/3Ø/60	HUMIDISTAT PROVIDED WITH UNIT, MANUFACTURERS PLENUM, STAND PROVIDED BY STRUCTURAL, DISCONNECT OR STARTER AS REQUIRED
DH-2	THERMOPLUS IRD-075 OR EQUAL	4000	575/3Ø/60	HUMIDISTAT PROVIDED WITH UNIT, MANUFACTURERS PLENUM, STAND PROVIDED BY STRUCTURAL, DISCONNECT OR STARTER AS REQUIRED

**APPENDIX B – FORM OF TENDER**

**TENDER No. 2022-085301T  
LBR Ice Rink Defogger Installation**

**FORM OF TENDER**

**2022-085301T**

**LBR Ice Rink Defogger Installation**

The undersigned bidder has carefully examined the specifications and scope of work, and also visited the premises to become familiar with the conditions, character and extent of work.

The undersigned bidder has determined the quality and quantity of labour, materials and equipment required, and has the capability to comply with the terms and conditions herein described.

The undersigned bidder further agrees to provide all necessary equipment, tools, labour and materials which are necessary to complete the work in accordance with the contract and agrees to accept, therefore, in payment in full, in accordance with the terms, conditions, specifications, and drawings, the sum of:

\$ \_\_\_\_\_  
*All Taxes Extra*

\*Pricing is to be bid in Canadian Funds and FOB Saint John, NB prepaid. The tender pricing shall include the delivery of the defoggers as well as all installation wages, fringe benefits, insurance, transportation, delivery, duty, working tools, equipment costs, and any other charges incurred in order to provide required materials and/or services.

<b>COMPANY:</b>	<b>SIGNATURE:</b> _____
<b>E-MAIL:</b>	<b>NAME:</b> _____ <b>(print)</b>
<b>Date:</b>	<b>Tel #</b> <span style="float: right;"><b>Fax #</b></span>
<b>H.S.T. Reg.#</b>	<b>Remarks:</b>

**APPENDIX C – FORM OF AGREEMENT**

**TENDER No. 2022-085301T  
LBR Ice Rink Defogger Installation**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made in triplicate between **THE CITY OF SAINT JOHN** herein (and in the Specifications) called the "Owner" or the "City"

AND

\_\_\_\_\_ herein (and in the Specifications) called the "Contractor".

WITNESSETH: That the Owner and the Contractor agree as follows:

- (a) The Contractor shall provide all the materials and perform all the work shown on the drawings and described in the Contract Specifications titled:

**Contract No:** \_\_\_\_\_

**Title:** \_\_\_\_\_

- (b) The Contractor shall do and fulfill everything indicated by this Agreement; and
- (c) The Contractor shall Substantially Complete the Work no later than \_\_\_\_\_ .

**CONTRACT DOCUMENTS**

**General Specifications**

General Specifications, City of Saint John, New Brunswick, with all applicable divisions, as updated and as listed in the Table of Contents of the Contract Specifications.

**Contract Specifications**

Contract specifications for

**Contract No:** \_\_\_\_\_

**Title:** \_\_\_\_\_

City of Saint John, New Brunswick,

**Drawings**

**ADDENDA**

The Contractor agrees that he has received addenda \_\_\_ to \_\_\_ inclusive, and that the tender price includes the provisions set out in the addenda.

**CONTRACT PRICE**

The Owner shall pay to the Contractor, in lawful money of Canada for the performance of the Contract, the amounts determined for each of the items of work completed at the unit prices as listed in the Schedule of Quantities and Unit Prices, plus applicable taxes, submitted with the tender, which is to be attached with this Agreement, for the total tender price of:

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If the Engineer orders in writing the performance of any work not covered by the drawings or included in the specifications that cannot be classified as coming under any of the contract units and for which a unit price can be agreed upon, then such additional work shall be paid for as described under the General Administration of Contract, Division 6.

**PAYMENT**

The Owner shall pay on account of thereof upon the Engineer's Certificate, as invoiced by the Contractor and approved by the Engineer, in the manner described in the Specifications.

**AGREEMENT DOCUMENTS**

The General Administration of Contract, Division 6 and the aforesaid Specifications and Drawings are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall inure to the benefit of and be binding upon them and their successors, executors, administrators, and subject to the General Administration of Contract, their assigns.



**EXECUTION OF AGREEMENT**

In Witness Whereof the parties hereto have executed this Agreement.

) SIGNED, SEALED AND DELIVERED  
)  
) this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_  
)  
) by \_\_\_\_\_  
) (Contractor)  
)  
) \_\_\_\_\_  
) (Witness) (Signature)  
)  
) \_\_\_\_\_  
) (Name and Title) (Name and Title)  
)  
) \_\_\_\_\_  
) (Signature)  
)  
) \_\_\_\_\_  
) (Name and Title)  
)  
)  
)  
)  
) *PLACE SEAL HERE*

)  
)  
) SIGNED, SEALED AND DELIVERED  
)  
) this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_  
)  
) by THE CITY OF SAINT JOHN.  
)  
)  
) \_\_\_\_\_  
) MAYOR  
)  
) \_\_\_\_\_  
) COMMON CLERK  
)  
)  
)  
)  
)  
)  
) *PLACE SEAL HERE*

**AFFIDAVIT OF CORPORATE EXECUTION**

CANADA

PROVINCE OF NEW BRUNSWICK

CITY OF SAINT JOHN

I, \_\_\_\_\_, of the \_\_\_\_\_  
in the County of \_\_\_\_\_, and Province of New Brunswick

MAKE OATH AND SAY:

- (1) THAT I am the \_\_\_\_\_ of \_\_\_\_\_, and \_\_\_\_\_ is the \_\_\_\_\_ of the said Company, as such I am/we are duly authorized officer(s) of the said Company to execute the foregoing instrument.
- (2) THAT the signature \_\_\_\_\_ subscribed to the within instrument is my signature and in my own proper handwriting and that the signature \_\_\_\_\_ so subscribed is his signature made thereto by him in my presence.
- (3) THAT the Seal affixed to the said instrument purporting to be the Corporate Seal of the said \_\_\_\_\_ is the Corporate Seal of the said Company and was affixed to the said instrument by me and by order of the Board of Directors of the Company.

SWORN TO BEFORE ME at the \_\_\_\_\_ )

)

of \_\_\_\_\_ )

)

in the Province of \_\_\_\_\_ )

)

this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ )

)

\_\_\_\_\_ )

COMMISSIONER OF OATHS )

CONTRACTOR

)

Note: The blank spaces are to be filled in with the name or names of the signing officer(s).