

PART 1 - ADDENDUM

1.1 TITLE

- .1 This Addendum shall be known as:

Addendum 3

TFM-006-24/EN-123-21: Engineering Building: Renovations to EN-4029

- .2 The Date of the Addendum is Wednesday, March 20, 2024

1.2 PRECEDENCE

- .1 This amendment to the bid documents is effective immediately.
- .2 This Addendum shall form an integral part of the original bid documents and is to be read in conjunction therewith.
- .3 The Addendum shall take precedence over previously issued bid documents with which it may prove to be at variance.

1.3 GENERAL

- .1 The General Conditions shall govern all phases of the Work covered by this Addendum.
- .2 Acknowledge receipt of this addendum in the Tender and Acceptance form.

1.4 PURPOSE

- .1 The purpose of the Addendum is to inform bidders of the changes, deletions and additions to be added to the bid documents.

1.5 CHANGES IN GENERAL

- .1 The tender deadline for receipt of tenders has changed. The new deadline is 3 p.m. on Thursday, March 28, 2024. Access Code: 2773 450 4730

1.6 CHANGES TO DRAWINGS

- .1 Drawing 1/A-1.0
- .1 Delete note 6. in its entirety and replace with the following:
- Remove raised concrete flooring comprised of the following materials:
 - 50mm raised concrete slab
 - waterproof membrane
- Slab does not contain structural rebar, or mesh. Remaining concrete slab to be prepped as required to accept new flooring, including but not limited to skim coating, leveling, filling, patching, etc. typical throughout.

.2 Drawing 2/A-4.0

.1 Delete door schedule in its entirety and replace with door schedule below:

DOOR SCHEDULE														
NEW DOOR NUMBER	QUANTITY	SIZE		ELEVATION TYPE	MATERIAL	FINISH	GLAZING		FRAME		WALL TYPE	FIRE RATING (min)	HARDWARE GROUP	LEGEND:
		WIDTH	HEIGHT				NEW FIRE RATED GLASS TYPE 2	EXISTING	ALUMINIUM THRESHOLD	FRAME TYPE				
		NEW 965mm EXISTING 915mm W/ 610mm LEAF	EXISTING 915mm NEW 2032mm EXISTING 2032mm											
4029A	1	●		A	●	●	●	●	PSF	●	CMU	45	HG1	SEE NOTES
4029B	1	●		B	●	●	●	●	PSF	●	CMU	45	HG2	SEE NOTES
4031	1	●	●	NONE	●	●		●	PSF	●	CMU	EX	HG1	EXISTING DOOR AND FRAME TO REMAIN
4031A	1		●	NONE	●	●		●	PSF	●	CMU	EX	NONE	EXISTING DOOR AND FRAME TO REMAIN

END OF ADDENDUM

PART 1 - ADDENDUM

1.1 TITLE

- .1 This Addendum shall be known as:

Addendum 2

TFM-006-24/EN-123-21: Engineering Building: Renovations to EN-4029

- .2 The Date of the Addendum is Wednesday, March 14, 2024

1.2 PRECEDENCE

- .1 This amendment to the bid documents is effective immediately.
- .2 This Addendum shall form an integral part of the original bid documents and is to be read in conjunction therewith.
- .3 The Addendum shall take precedence over previously issued bid documents with which it may prove to be at variance.

1.3 GENERAL

- .1 The General Conditions shall govern all phases of the Work covered by this Addendum.
- .2 Acknowledge receipt of this addendum in the Tender and Acceptance form.

1.4 PURPOSE

- .1 The purpose of the Addendum is to inform bidders of the changes, deletions and additions to be added to the bid documents.

1.5 CHANGES TO SPECIFICATION

1. Add the following specification sections as noted below:
- 08 14 16 – FLUSH WOOD DOORS
 - 08 80 00 – GLAZING

1.6 CHANGES TO DRAWINGS

- .1 Drawing 2/A-2.0
- .1 Delete note 1. in its entirety and replace with the following:
- Supply and install new t-bar ceiling 610x1220mm grid layout throughout. New grid to be 'DOWN brand DX/DXL' by 'CGC', or approved alternate.

- .2 Delete note 3. in its entirety and replace with the following:
 - Supply and install new 600x1200x15mm acoustical ceiling tiles 'Radar Basic' by 'CGC'. Item no. 2310, square edge 'SQ'. Colour to be 'Flat White 050', approved alternate.

- .2 Drawing 2/A-4.0
 - .1 Delete glazing type 'NEW WIRED SAFETY GLASS' from the door schedule in its entirety and replace with the following:
 - NEW FIRE RATED GLASS TYPE 2

 - .2 Add note 7. to door schedule notes as per below:
 - Supply and install new fire rated glass type 2 as per door schedule for doors indicated. Refer to section 08 80 00 for additional info.

- .3 Delete the following drawings and replace with the corresponding drawings as noted below:
 - Delete EM-1.0; Replace with EM-1.0R1
 - Delete ME-1.0; Replace with ME-1.0R1
 - Delete MV-1.0; Replace with MV-1.0R1
 - Delete MV-1.1; Replace with MV-1.1R1

END OF ADDENDUM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- .1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- .1 Types of items described in this Section:
 - .1 Solid-core doors with wood-veneer faces.
 - .2 Hollow-core doors with hardboard or MDF faces.
 - .3 Shop priming and factory finishing flush wood doors.
- .2 Types of items you will not find described in this Section:
 - .1 Solid-core doors with hardboard, MDF, or plastic-laminate faces.
 - .2 Hollow-core doors with wood-veneer and plastic-laminate faces.
 - .3 Wood door frames including fire-rated wood door frames.
 - .4 Factory fitting flush wood doors to frames and factory machining for hardware.
 - .5 Requirements for veneers from the same flitches for both flush wood doors and wood paneling.
 - .6 Exterior painting, interior painting and staining and transparent finishing for field finishing doors.
 - .7 Lead-lined flush wood doors.
 - .8 Glass view panels in flush wood doors.

1.3 SUBMITTALS

- .1 Product Data: For each type of door indicated. Include details of core and edge construction, louvers, and trim for openings.
- .2 Sustainability Submittals:
 - .1 Chain-of-custody certificates certifying that flush wood doors comply with forest certification requirements. Include evidence that manufacturer is certified for chain of custody by an FSC-accredited certification body.
 - .2 For adhesives and composite wood products, indicating that product contains no urea formaldehyde.
- .3 Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data.
 - .1 Indicate dimensions and locations of cut-outs.
 - .2 Indicate doors to be factory finished and finish requirements.
 - .3 Indicate fire-protection ratings for fire-rated doors.
- .4 Samples for Verification:
 - .1 Factory finishes applied to actual door face materials, approximately 200 by 250 mm, for each material and finish. For each wood species and transparent finish, provide set of three samples showing typical range of colour and grain to be expected in the finished work.
- .5 Warranty: Sample of special warranty.

1.4 QUALITY ASSURANCE

- .1 Non-Rated Wood Flush Doors: complying with CAN/CSA-O132.2 Series 90.

- .2 Fire-Rated Wood Doors: Doors complying with CAN4-S104-M that are listed and labelled by a qualified testing agency, for fire-protection ratings indicated.
 - .1 Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies provide certification by a qualified testing agency that doors comply with standard construction requirements for tested and labelled fire-rated door assemblies except for size.
- 1.5 DELIVERY, STORAGE, AND HANDLING
 - .1 Comply with requirements of referenced standard and manufacturer's written instructions.
 - .2 For wood veneer doors, package doors individually in plastic bags or cardboard cartons.
- 1.6 PROJECT CONDITIONS
 - .1 Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
 - .2 Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature between 16 and 32 deg C and relative humidity between 43 and 70 percent during the remainder of the construction period.
- 1.7 WARRANTY
 - .1 Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
 - .1 Failures include, but are not limited to, the following:
 - .1 Warping (bow, cup, or twist) more than 6.4 mm in a 1067-by-2134 mm section.
 - .2 Telegraphing of core construction in face veneers exceeding 0.25 mm in a 76.2 mm span.
 - .2 Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
 - .3 Warranty Period for Solid-Core Interior Doors: Life of installation.
 - .4 Warranty Period for Hollow-Core Interior Doors: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

- 2.1 DOOR CONSTRUCTION, GENERAL
 - .1 Low-Emitting Materials: provide doors made with adhesives and composite wood products that do not contain urea formaldehyde.
 - .2 Particleboard-Core Doors: to CAN/CSA-O132.2 Series 90
 - .1 Blocking: Provide wood blocking in particleboard-core doors as needed to eliminate through-bolting hardware.
 - .2 Provide doors with either glued-wood-stave or structural-composite-lumber cores instead of particleboard cores for doors indicated to receive exit devices.
 - .3 Mineral-Core Doors:
 - .1 Tested in accordance with CAN4 S104 or NFPA 252 to achieve rating as specified.
 - .2 Core: Non-combustible mineral product complying with requirements of referenced quality standard and testing and inspecting agency for fire-protection rating indicated.

- .3 Blocking: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated as needed to eliminate through-bolting hardware.
 - .4 Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.
 - .5 Pairs: Provide fire-retardant stiles that are listed and labelled for applications indicated without formed-steel edges and astragals. Comply with specified requirements for exposed edges.
- .4 Hollow-Core Doors:
- .1 Moulded residential-type panel doors fabricated moulded wood fibre facing, wood or MDF stiles and rails, and corrugated cell, bonded together to form a 3-ply structural attachment, internally reinforced for hardware, factory-machined to accommodate scheduled hardware, and primed with latex primer.
 - .1 Overall thickness: 35 mm.
- 2.2 VENEERED-FACED DOORS FOR TRANSPARENT FINISH
- .1 Interior Solid-Core Doors:
- .1 Grade: Hardwood Veneer Grade II (Good).
 - .2 Species: Select white maple; unless otherwise noted.
 - .3 Cut: Quarter sliced, unless otherwise noted
 - .4 Match between Veneer Leaves: Slip match.
 - .5 Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
 - .6 Exposed Vertical Edges: Same species as faces or a compatible species.
 - .7 Core: Particleboard.
 - .1 Substitute particleboard core with mineral core when required to achieve the fire rating specified.
 - .8 Construction: Seven plies, either bonded or non-bonded construction.
- 2.3 DOORS FOR OPAQUE FINISH
- .1 Interior Solid-Core Doors:
- .1 Grade: Sound (paint).
 - .2 Faces: Any closed-grain hardwood of mill option.
 - .3 Exposed Vertical Edges: Any closed-grain hardwood.
 - .4 Core: Particleboard.
 - .1 Substitute particleboard core with mineral core when required to achieve the fire rating specified.
 - .5 Construction: Five or seven plies. Stiles and rails are bonded to core, and then entire unit abrasive planed before veneering. Faces are bonded to core using a hot press.
- .2 Interior Hollow-Core Doors:
- .1 Panel design: see door elevation drawings.
 - .2 Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - .1 Masonite Corporation.
 - .2 Or approved alternate.
- 2.4 LOUVERS AND LIGHT FRAMES
- .1 Wood Louvers: Provide door manufacturer's standard solid-wood louvers, unless otherwise indicated.
 - .1 Wood Species: Species compatible with door faces.
- .2 Metal Louvers: Provide metal louvers only when specifically indicated.
 - .1 Blade Type: Vision-proof, inverted Y.
 - .2 Metal and Finish: Hot-dip galvanized steel, 1.0 mm thick, with baked-enamel- or powder-coated finish.

- .3 Louvers for Fire-Rated Doors: Provide metal louvers with fusible link and closing device, listed and labelled for use in doors with fire-protection rating of 1-1/2 hours and less.
 - .1 Metal and Finish: Hot-dip galvanized steel, 1.0 mm thick, with baked-enamel- or powder-coated finish.
- .4 Wood Beads for Light Openings in Wood Doors: Provide manufacturer's standard wood beads as follows, unless otherwise indicated.
 - .1 Wood Species: Species compatible with door faces.
 - .2 Profile: Manufacturer's standard shape.
 - .3 At wood-core doors with 20-minute fire-protection ratings, provide wood beads and metal glazing clips approved for such use.
- .5 Metal Frames for Light Openings in Fire-Rated Doors: Provide manufacturer's standard frame formed of 1.2 mm thick, cold-rolled steel sheet; with baked-enamel- or powder-coated finish; and approved for use in doors of fire-protection rating greater than 20 minutes.

2.5 FABRICATION

- .1 Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
 - .1 Comply with requirements in NFPA 80 for fire-rated doors.
- .2 Openings: Cut and trim openings through doors in factory.
 - .1 Light Openings: Trim openings with mouldings of material and profile indicated.
 - .2 Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Division 08 Section *Glazing*.
 - .3 Louvers: Factory-install louvers in prepared openings.

2.6 FACTORY FINISHING

- .1 General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
 - .1 Finish faces, all four edges, edges of cut-outs, and mortises. Stains and fillers may be omitted on bottom edges, edges of cut-outs, and mortises.
- .2 Factory finish doors only when specifically indicated.
- .3 Transparent Factory Finish:
 - .1 Grade: Custom.
 - .2 Finish: AWI conversion varnish or catalyzed polyurethane system.
 - .3 Effect: Semi filled finish, produced by applying an additional finish coat to partially fill the wood pores.
 - .4 Staining: As selected by Owner's Representative from full range of manufacturer's stain colour if not specifically indicated elsewhere.
 - .5 Sheen: Satin, unless otherwise noted.
- .4 Opaque Factory Finish:
 - .1 Grade: Custom.
 - .2 Finish: AWI conversion varnish or catalyzed polyurethane system.
 - .3 Colour: As selected by Owner's Representative from full range of manufacturer's colours if not specifically indicated elsewhere.
 - .4 Sheen: Semi gloss, unless otherwise noted.

PART 3 - EXECUTION

3.1 EXAMINATION

- .1 Examine doors and installed door frames before hanging doors.
 - .1 Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
 - .2 Reject doors with defects.
- .2 Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- .1 Hardware: For installation, see Division 08 Section *Door Hardware*.
- .2 Installation Instructions: Install doors to comply with manufacturer's written instructions and the referenced quality standard, and as indicated.
 - .1 Install fire-rated doors in corresponding fire-rated frames according to NFPA 80.
- .3 Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cut-outs, and mortises after fitting and machining.
 - .1 Clearances: Provide 3.2 mm at heads, jambs, and between pairs of doors. Provide 3.2 mm from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 6.4 mm from bottom of door to top of threshold unless otherwise indicated.
 - .1 Comply with NFPA 80 for fire-rated doors.
 - .2 Bevel non-fire-rated doors 3-1/2 degrees at lock and hinge edges.
 - .3 Bevel fire-rated doors 3-1/2 degrees at lock edge; trim stiles and rails only to extent permitted by labelling agency.
- .4 Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.
- .5 Doors indicated on drawing to be removed and reinstalled are to be stock piled on site as to avoid damage. Contractor to identify all doors to be reinstalled according to door schedule.

3.3 ADJUSTING

- .1 Operation: Rehang or replace doors that do not swing or operate freely.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- .1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- .1 Types of items described in this Section:
 - .1 Glass Tinting.
 - .2 Reflective Glass Coating.
 - .3 Low-E Glass Coating or Film.
 - .4 Annealed Float Glass.
 - .5 Heat Treated Float Glass.
 - .6 Spandrel Glass.
 - .7 Safety Glass.
 - .8 Rated Glass.
 - .9 Insulated glass units.
- .2 Types of locations described in this Section where items products are installed:
 - .1 Windows.
 - .2 Doors.
 - .3 Glazed curtain walls.
 - .4 Glazed entrances.
 - .5 Interior borrowed lites.
 - .6 Storefront framing.
- .3 Types of items and locations you will not find described in this Section:
 - .1 Glass panels in railings.
 - .2 All-glass entrances and storefronts.
 - .3 Automatic entrances.
 - .4 Revolving door entrances.
 - .5 Structural-sealant-glazed curtain walls.
 - .6 Decorative glass glazing.
 - .7 Mirrors.
 - .8 Security glazing resistant to ballistic attacks, blunt- and sharp-tool attacks, chemical threats, windborne debris and air blasts.

1.3 DEFINITIONS

- .1 Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- .2 Glass Thicknesses: Indicated by thickness designations in millimetres according to ASTM C 1036.
- .3 Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
- .4 Deterioration of Coated Glass: Defects developed from normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to

manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.

- .5 Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
- .6 Deterioration of Laminated Glass: Defects developed from normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1.4 PERFORMANCE REQUIREMENTS

- .1 General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- .2 Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
 - .1 Glass Thicknesses: Select minimum glass thicknesses to comply with CAN/CGSB-12.20-M, according to the following requirements:
 - .1 Specified Design Wind Loads: Calculated as per the National Building Code of Canada for project location, type of building and adjacent site conditions, but in no case be less than 1.4 KPa.
 - .2 Specified Design Snow Loads: As per the National Building Code of Canada for project location, type of building and adjacent site conditions.
 - .3 Maximum Lateral Deflection: For the following types of glass supported on all 4 edges, provide thickness required that limits center deflection at design wind pressure to 1/50 times the short side length or 25 mm, whichever is less.
 - .1 For monolithic-glass lites heat treated to resist wind loads.
 - .2 For insulating glass.
 - .3 For laminated-glass lites.
 - .4 Minimum Glass Thickness for Exterior Lites: Not less than 6.0 mm.
 - .5 Thickness of Tinted and Heat-Absorbing Glass: Provide the same thickness for each tint colour indicated throughout Project.
 - .3 Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and night-time-sky heat loss.
 - .1 Temperature Change (Range): 67 deg C, ambient; 100 deg C, material surfaces.

1.5 SUBMITTALS

- .1 Product Data: For each glass product and glazing material indicated.
- .2 Samples: For the following products, in the form of 300 mm square Samples for glass.
 - .1 Each colour of tinted glass.

- .2 Coated glass.
- .3 Spandrel glass.
- .4 Each colour of tinted and coated insulating glass unit.

- .3 Product Test Reports: For each of the following types of glazing products:
 - .1 Tinted glass.
 - .2 Coated glass.
 - .3 Insulated glass units.

- .4 Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

- .1 Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance; and who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.
- .2 Source Limitations for Glass Sputter-Coated with Solar-Control Low-E Coatings: Where solar-control low-e coatings of a primary glass manufacturer that has established a certified fabricator program is specified, obtain sputter-coated solar-control low-e-coated glass in fabricated units from a manufacturer that is certified by coated-glass manufacturer.
- .3 Source Limitations for Glazing Accessories: Obtain glazing accessories through one source from a single manufacturer for each product and installation method indicated.
- .4 Safety Glazing Products: Comply with testing requirements in CAN/CGSB 12.1-M90 and, for wired glass, CAN/CGSB 12.11-M76.
 - .1 Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of manufacturer acceptable to authorities having jurisdiction.
- .5 Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - .1 GANA Publications: GANA Laminated Division's *Laminated Glass Design Guide* and GANA's *Glazing Manual*.
 - .2 IGMA Publication for Insulating Glass: SIGMA TM-3000, *Glazing Guidelines for Sealed Insulating Glass Units*.
- .6 Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the testing and inspecting agency:

1.7 DELIVERY, STORAGE, AND HANDLING

- .1 Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- .2 For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.

1.8 PROJECT CONDITIONS

- .1 Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 - .1 Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 4.4 deg C.

1.9 WARRANTY

- .1 Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form, made out to Owner and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate as defined in *Definitions* Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - .1 Warranty Period: Manufacturer's standard or 10 years from date of Substantial Completion; whichever is greater.
- .2 Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form, made out to Owner and signed by laminated-glass manufacturer agreeing to replace laminated-glass units that deteriorate as defined in *Definitions* Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - .1 Warranty Period: Manufacturer's standard or five years from date of Substantial Completion; whichever is greater.
- .3 Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to Owner and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate as defined in *Definitions* Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - .1 Warranty Period: Manufacturer's standard or 10 years from date of Substantial Completion; whichever is greater.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS

- .1 Glass Tinting:
 - .1 Refer to drawings to ascertain if and what type of glass tinting is required.
- .2 Reflective Glass Coating:
 - .1 Refer to drawings to ascertain if and what type of reflective glass coating is required.
- .3 Low-E Glass Coating or Film:
 - .1 Type: Pyrolytic or sputtered coating or low-e-coated film suspended in the interspace.
- .4 Annealed Float Glass: to CAN/CGSB-12.3-M91.
- .5 Heat-Treated Float Glass: to CAN/CGSB-12.1-M90.
- .6 Spandrel Glass: Float glass complying with other requirements specified and with the following:
 - .1 Fallout Resistance: Provide spandrel units identical to those passing the fallout-resistance test for spandrel glass specified in ASTM C 1048.
 - .2 Factory apply manufacturer's standard opacifier of the following material to coated second surface of lites, with resulting products complying with Specification No. 89-1-6 in GANA Tempering Division's *Engineering Standards Manual*.
 - .1 Manufacturer's standard opacifier material.

- .7 Safety Glass: to CAN/CGSB 12.1-M90, transparent. 6mm Thickness.
 - .1 Type 1: Laminated Glass.
 - .2 Type 2: Tempered Glass.

- .8 Fire Rated Glass: to NFPA 80, NFPA 257, CAN/ULC-S104, and CAN/ULC-S106.
 - .1 Type 1: **5mm** thick fire-rated ceramic glazing material.
 - .1 Suitable locations: Transoms and Borrowed Lites.

 - .2 Type 2: **8mm** thick laminated fire-rated, and impact safety-rated ceramic glazing material.
 - .1 Suitable locations: Doors, Sidelites, Transoms, and Borrowed Lites.

- .9 Insulating-Glass Units, General: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with CAN/CGSB-12.8-97 and with requirements specified in this Section.
 - .1 Fabricate using safety glass when located in doors and in lites located within 900 mm of the floor.
 - .2 Fabricate using heat-strengthened float glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 *Performance Requirements* Article.
 - .3 Overall Unit Thickness and Thickness of Each Lite: 25 and 6 mm.
 - .4 Sealing System: Dual seal, with primary and secondary sealants as follows:
 - .1 Manufacturer's standard sealants.
 - .5 Spacer Specifications: Manufacturer's standard spacer material and construction.
 - .6 Interspace Content: Argon, unless noted otherwise.
 - .7 Glass Tinting: Refer to drawings to ascertain if and what type of glass tinting is required.
 - .8 Reflective Glass Coating:
 - .1 For renovation projects, provide Low E coating or film if adjacent glazed units have similar coating; unless otherwise noted on drawings.
 - .2 For building extensions and new building projects, provide Low E coating or film, unless otherwise noted on drawings.

2.2 GLAZING GASKETS

- .1 Dense Compression Gaskets: Moulded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:
 - .1 Neoprene, ASTM C 864.
 - .2 EPDM, ASTM C 864.
 - .3 Silicone, ASTM C 1115.
 - .4 Thermoplastic polyolefin rubber, ASTM C 1115.
 - .5 Any material indicated above.

- .2 Soft Compression Gaskets: Extruded or moulded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:
 - .1 Neoprene.
 - .2 EPDM.
 - .3 Silicone.
 - .4 Thermoplastic polyolefin rubber.
 - .5 Any material indicated above.

2.3 GLAZING TAPES

- .1 Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based elastomeric tape with a solids content of 100 percent; nonstaining and non-migrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
 - .1 AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 - .2 AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

2.4 MISCELLANEOUS GLAZING MATERIALS

- .1 General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- .2 Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- .3 Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- .4 Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- .5 Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.5 FABRICATION OF GLAZING UNITS

- .1 Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
- .2 Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with outdoor and indoor faces.
- .3 Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- .1 Examine framing glazing, with Installer present, for compliance with the following:
 - .1 Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - .2 Presence and functioning of weep system.
 - .3 Minimum required face or edge clearances.
 - .4 Effective sealing between joints of glass-framing members.
- .2 Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- .1 Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

- .1 Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
 - .2 Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
 - .3 Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
 - .4 Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
 - .5 Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
 - .6 Provide spacers for glass lites where length plus width is larger than 1270 mm as follows:
 - .1 Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - .2 Provide 3-mm minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
 - .7 Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
 - .8 Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
 - .9 Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
 - .10 Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.
- 3.4 TAPE GLAZING
- .1 Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
 - .2 Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
 - .3 Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
 - .4 Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

- .5 Do not remove release paper from tape until just before each glazing unit is installed.
- .6 Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

3.5 GASKET GLAZING (DRY)

- .1 Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- .2 Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints mitre cut and bonded together at corners.
- .3 Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weather tight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- .4 Install gaskets so they protrude past face of glazing stops.

3.6 CLEANING AND PROTECTION

- .1 Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- .2 Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.
- .3 Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- .4 Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

3.7 SCHEDULE – GLASS PRODUCTS

- .1 Install glass products as per drawings. In the absence of this information:
 - .1 Install wired glass units when located in fire-rated assemblies.
 - .2 Install insulated glass units when located in the exterior building envelope.
 - .3 Install safety glass units in all other locations, unless otherwise indicated.

3.8 SCHEDULE – GLAZING METHOD

- .1 Install glass products using the following glazing methods:
 - .1 Use gasket glazing whenever possible.
 - .2 Use tape glazing only when gasket glazing is not possible.

END OF SECTION

GENERAL EMCS NOTES:

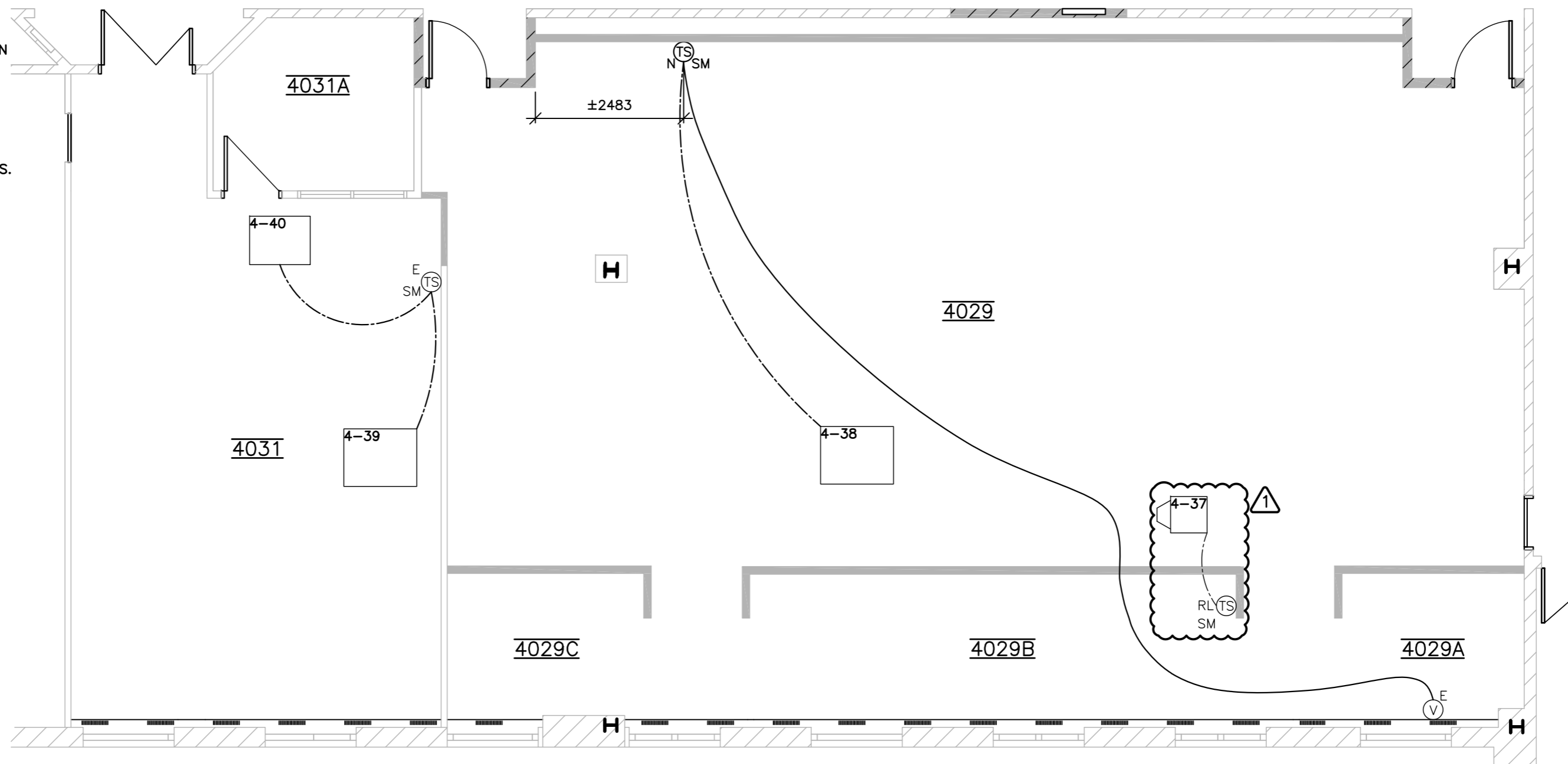
DIVISION 25: SCOPE OF WORK TO BE INCLUDED IN CASH ALLOWANCE

1. ALL CONTROLS TO BE FULLY INTEGRATED INTO EXISTING HONEYWELL DDC SYSTEM. INCLUDE ALL COSTS FOR TESTING, COMMISSIONING, CONTROL INTEGRATION, GRAPHIC UPGRADE, AND ALL OTHER SCOPE AS PER DIVISION 25 SPECIFICATIONS.

DIVISION 26:

SCOPE OF WORK TO BE INCLUDED IN CONTRACT PRICE

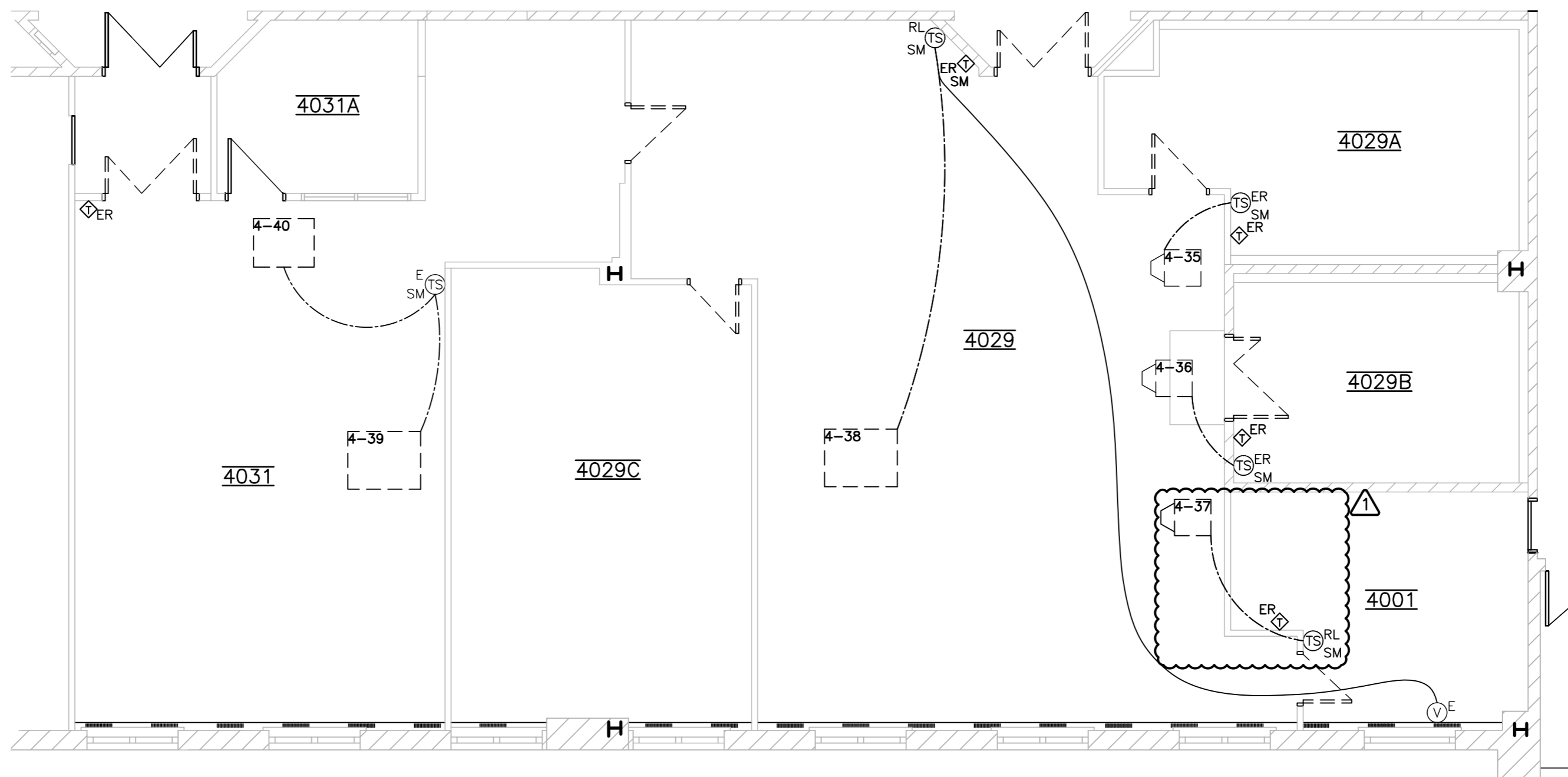
1. RELOCATE EXISTING TEMPERATURE SENSOR AS SHOWN. LABEL RELOCATED DEVICES. INCLUDE ALL COSTS FOR REMOVAL AND RELOCATION OF DEVICES.
2. REMOVE AND DISPOSE OF ALL TEMPERATURE SENSORS AS SHOWN.
3. REMOVE AND DISPOSE OF ALL PNEUMATIC THERMOSTATS AS SHOWN.
4. INCLUDE ALL CONTROL WIRING, CONDUITS, DEVICE BOXES, JUNCTION BOXES, AND ALL OTHER ASSOCIATED COMPONENTS REQUIRED FOR RELOCATED DEVICES.



DEMOLITION ELECTRICAL FLOOR PLAN

SCALE: 1:75

1
EM-1.0



DEMOLITION ELECTRICAL FLOOR PLAN

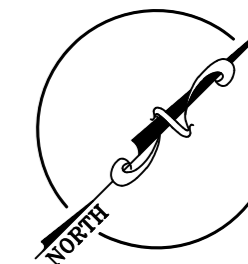
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EM-1.0

No.	REVISION	DATE
R1	ADDENDUM NO.2	MARCH 13, 2024
R0	ISSUED FOR TENDER	MARCH 4, 2024

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PROJECT NAME:

**ENGINEERING BUILDING
RENOVATIONS TO EN-4029**
Project #: EN-123-21

DRAWING TITLE:

**DEMOLITION EMCS
FLOOR PLAN**

REVIEWED:

M.F.

DRAWN:

E.B.

SCALE:

AS SHOWN

DATE:

MARCH, 2024

MUN PROJECT No.

EN-123-21

DRAWING No.

EM-1.0R1

GENERAL EMCS NOTES:

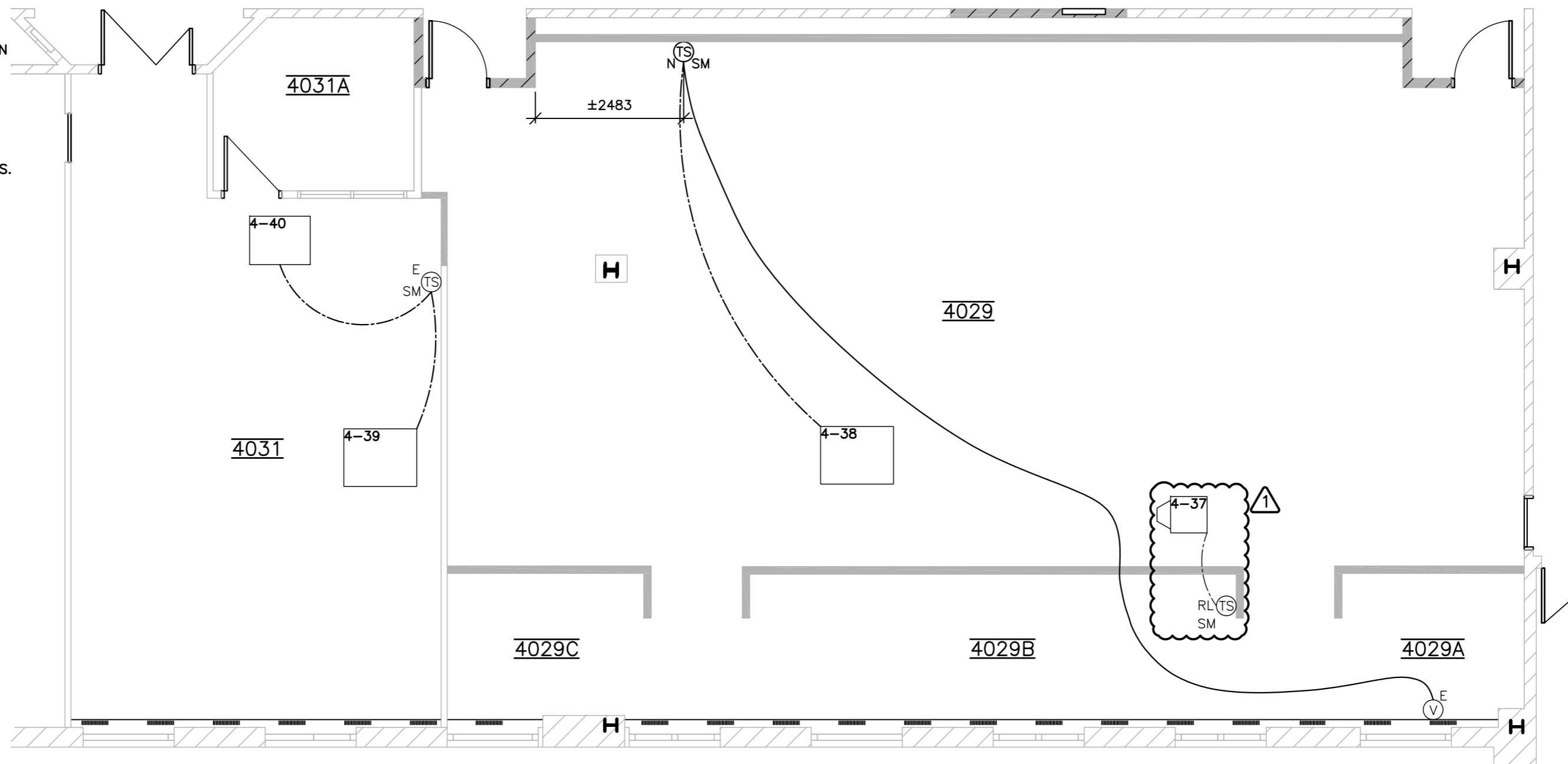
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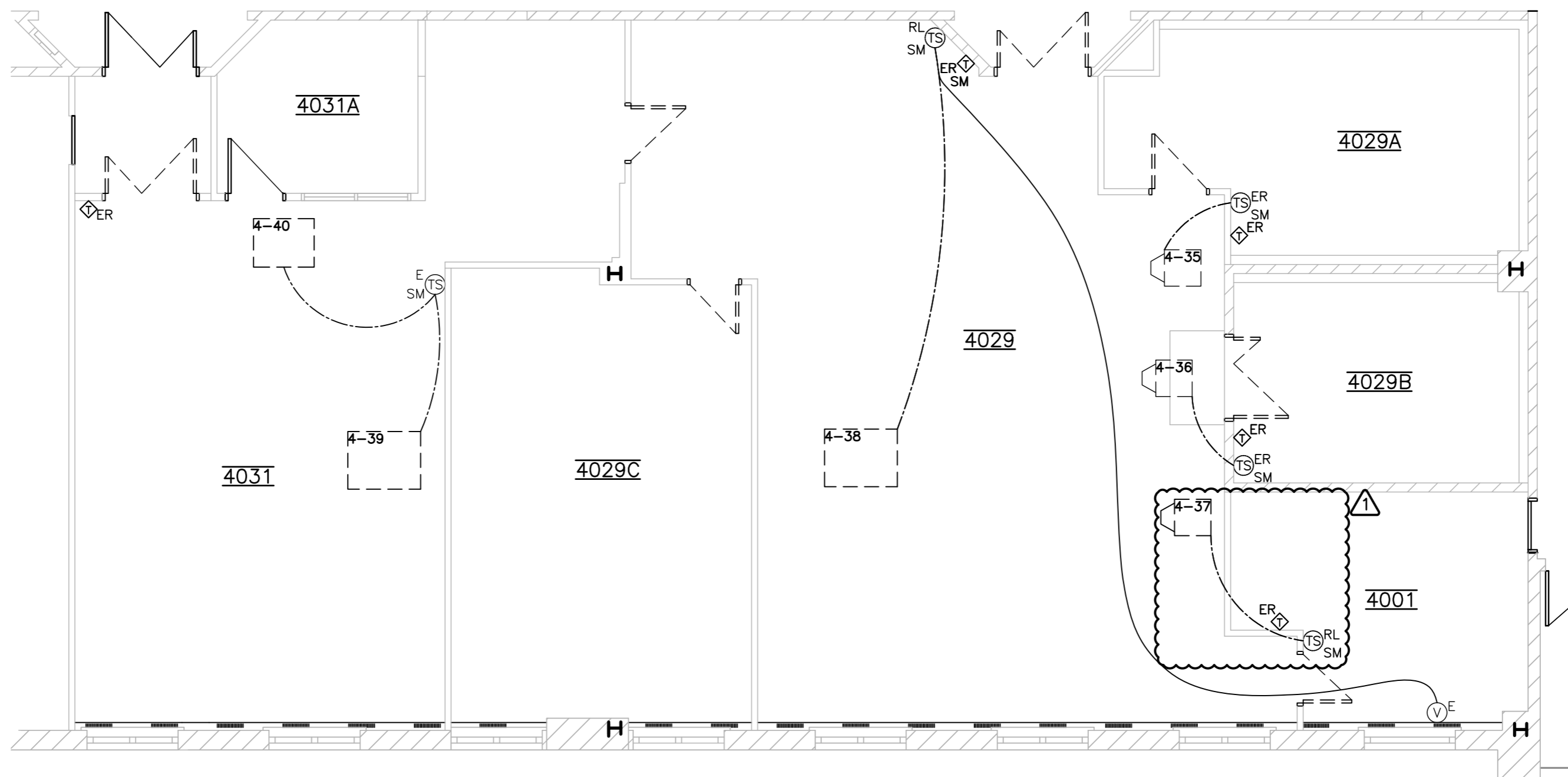
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DEMOLITION ELECTRICAL FLOOR PLAN

SCALE: 1:75

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ME-1.0



DEMOLITION ELECTRICAL FLOOR PLAN

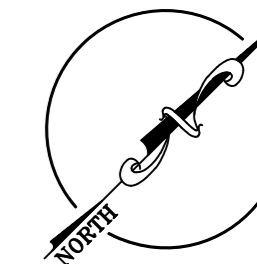
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ME-1.0

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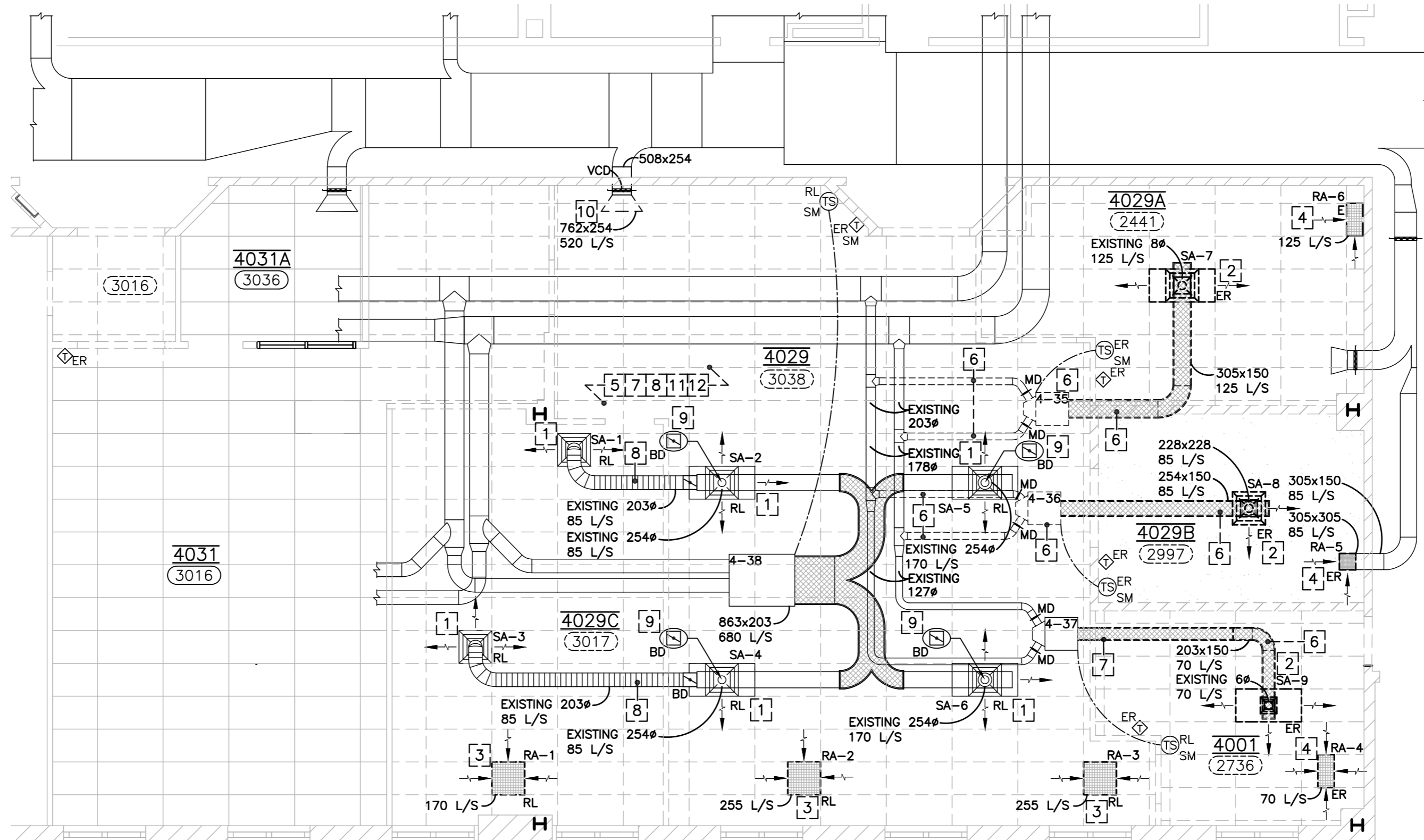
REVIEWED: M.F.	DRAWN: E.B.
SCALE: AS SHOWN	DATE: MARCH, 2024
MUN PROJECT No. EN-123-21	DRAWING No. ME-1.0R1

GENERAL VENTILATION NOTES:

1. THE COMPLETE VENTILATION SYSTEM SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL BUILDING CODE, CANADIAN PLUMBING CODE, NFPA, ASHRAE AND SMACNA STANDARDS, THE DEPT. OF FACILITIES MANAGEMENT STANDARDS AND LOCAL BY-LAWS CURRENTLY IN FORCE IN THE PROVINCE AND MUNICIPALITY.
2. BEFORE COMMENCING ANY DEMOLITION OR NEW WORK, THE CONTRACTOR SHALL THOROUGHLY INSPECT THE SITE SO AS TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ON SITE THE ACTUAL SIZE, LOCATION, AND ROUTING OF ALL EXISTING DEVICES, EQUIPMENT AND SYSTEMS.
3. TRACE OUT ALL LINES AND SYSTEMS BEFORE INITIATING WORK. COORDINATE SHUTDOWNS AND SERVICE INTERRUPTIONS WITH THE PROJECT COORDINATOR, AND PROVIDE WRITTEN DESCRIPTION OF WORK FOR REVIEW BY OWNER. THE OWNER RESERVES THE RIGHT TO CHANGE SCHEDULES TO PROTECT ONGOING OPERATIONS.
4. PROVIDE ALL OFFSETS, OR ELBOWS THAT MAY BE REQUIRED TO AVOID EXISTING DUCTING, CONDUIT, ETC. IN THIS RENOVATION.
5. MAKE GOOD ANY DAMAGE AS A RESULT OF THE CONSTRUCTION WORK.
6. DUCTWORK: NEW GALVANIZED STEEL OF LOCK FORMING QUALITY TO ASTM 525 M-80 ZINC COATING WITH GAUGES AND FABRICATION DETAILS TO SMACNA STANDARDS.
7. HANGERS & SUPPORTS: TO SMACNA & ASHRAE RECOMMENDATIONS & STANDARDS.
8. SEAMS, JOINTS & CONNECTIONS TO BE MADE AIRTIGHT WITH SEALING COMPOUND & TAPE.
9. DUCT SEALER: OIL RESISTANT, POLYMER TYPE FLAME RESISTANT HIGH VELOCITY DUCT SEALING COMPOUND.
10. NEW AND RELOCATED REGISTERS TO BE CENTERED IN CEILING TILES.

GENERAL DEMOLITION NOTES: #

1. REMOVE AND STORE EXISTING SUPPLY DIFFUSERS TO REINSTATE.
2. REMOVE AND DISPOSE OF EXISTING SUPPLY DIFFUSERS.
3. REMOVE AND STORE EXISTING RETURN DIFFUSERS TO REINSTATE.
4. REMOVE AND DISPOSE OF EXISTING RETURN DIFFUSERS.
5. DUCTING TO REMAIN UNLESS OTHERWISE NOTED.
6. REMOVE AND DISPOSE OF EXISTING DUCTING, BOXES, AND ASSOCIATED COMPONENTS FOR SUPPLY AIR TO EN-4001, 4029A, AND 4029B.
7. REMOVE AND/OR MODIFY EXISTING DUCT TO FACILITATE NEW BRANCH INSTALLATION.
8. EXISTING BALANCING DAMPERS TO REMAIN UNLESS OTHERWISE NOTED.
9. REMOVE AND STORE EXISTING BALANCING DAMPERS TO REINSTATE.
10. REMOVE DUCTWORK AND VCD FOR EXTENSION.
11. CLEAN ALL EXISTING AND REINSTATED SUPPLY AND RETURN DIFFUSERS.
12. SEE DWG ME-1.0 FOR ALL CONTROLS IN RELATION TO MECHANICAL EQUIPMENT.

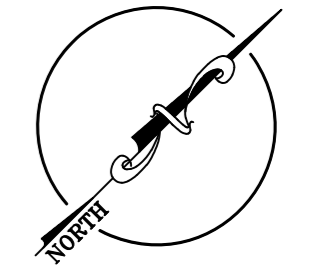


DEMOLITION VENTILATION PLAN
SCALE: 1:75

No.	REVISION	DATE
R1	ADDENDUM NO.2	MARCH 13, 2024
R0	ISSUED FOR TENDER	MARCH 4, 2024

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ENGINEERING BUILDING RENOVATIONS TO EN-4029
 Project #: EN-123-21

DRAWING TITLE:
DEMOLITION VENTILATION PLAN

REVIEWED: M.F.	DRAWN: E.B.
SCALE: AS SHOWN	DATE: MARCH, 2024
MUN PROJECT No. EN-123-21	DRAWING No. MV-1.0R1

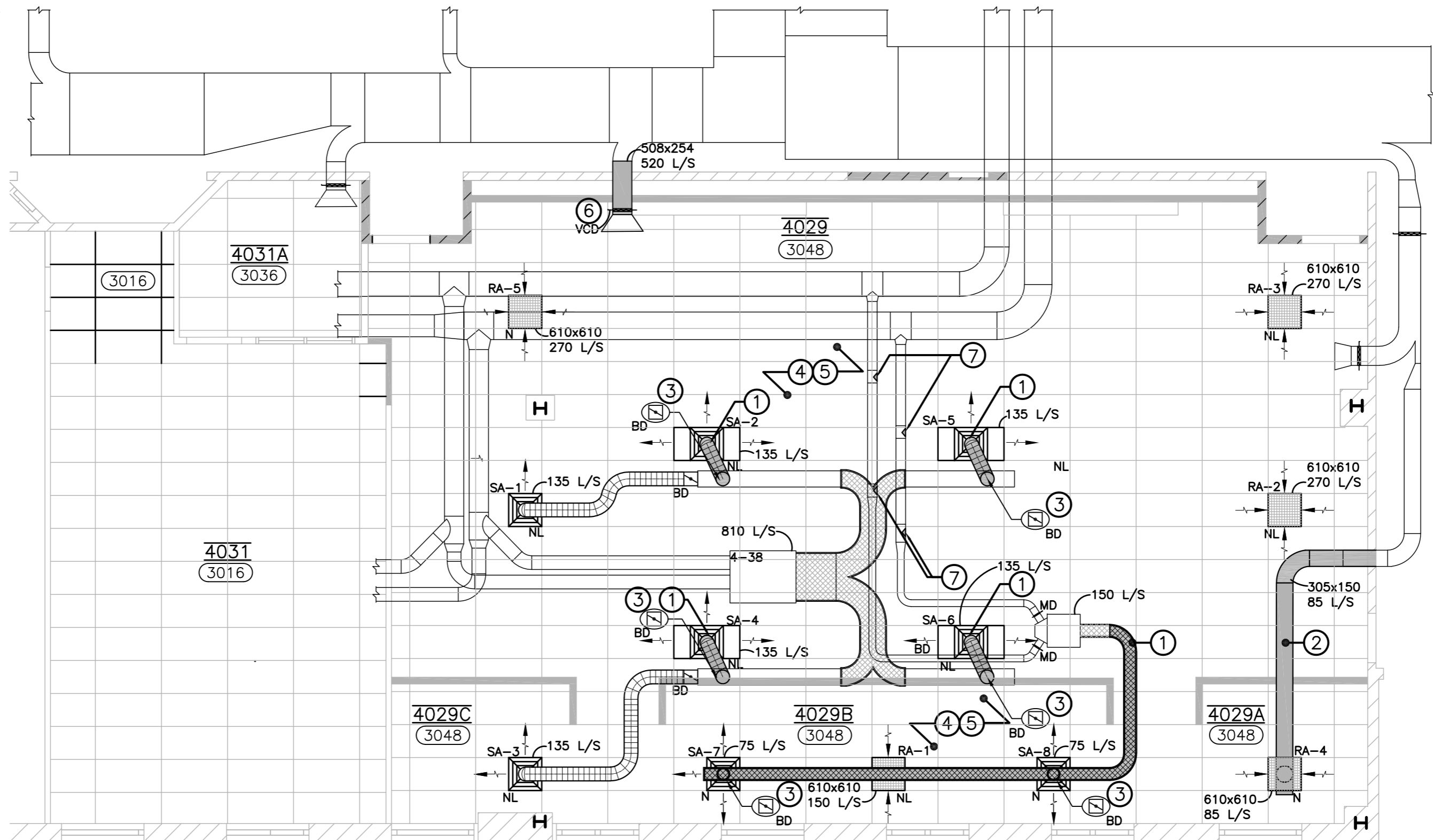
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10. NEW AND RELOCATED REGISTERS TO BE CENTERED IN CEILING TILES.

NEW CONSTRUCTION NOTES: (#)

1. NEW SUPPLY DUCTING AS INDICATED.
2. NEW EXHAUST DUCTING AS INDICATED.
3. NEW BALANCING DAMPERS AS INDICATED.
4. RELOCATE EXISTING DIFFUSERS AND SUPPLY/INSTALL NEW AS PER SCHEDULE.
5. EXTEND EXISTING BRANCH PIPING AS REQUIRED TO ACCOMMODATE NEW DIFFUSER LOCATIONS AND CEILING HEIGHTS.
6. EXTEND RETURN DUCT TO FACILITATE INSTALLATION OF NEW CHASE. REINSTATE VCD AND DUCT BOOT.
7. PATCH DUCT WHERE EXISTING BRANCHES REMOVED WITH SHEET METAL.
8. GRILLES/REGISTERS MAY REQUIRE DIFFERENT FRAME MOUNTING OTHER THAN SHOWN ABOVE, CONTRACTOR TO VERIFY CEILING TYPES WITH ARCHITECTURAL REFLECTED CEILING PLAN.
9. ALTERNATE MANUFACTURERS FOR DIFFUSERS/REGISTERS: TITUS, NAILOR.
10. SEE DWG ME-1.0 FOR ALL CONTROLS IN RELATION TO MECHANICAL EQUIPMENT.

GRILLE & REGISTER SCHEDULE							
NUMBER	MANUFACTURER	MODEL	NOMINAL SIZE	AIR FLOW	FRAME MOUNTING	CONSTRUCTION	NOTES
SA-1-6	EXISTING	EXISTING	EXISTING	SUPPLY	FLUSH	ALUMINUM	EXISTING TO REMAIN
SA-7-8	PRICE	SCD	610x610	SUPPLY	FLUSH	ALUMINUM	WHITE POWDER COAT FINISH
RA-1-3	EXISTING	EXISTING	EXISTING	EXHAUST	FLUSH	ALUMINUM	REINSTATE EXISTING DIFFUSER
RA-4-5	PRICE	80 EGG CRATE	610x610	EXHAUST	FLUSH	ALUMINUM	WHITE POWDER COAT FINISH

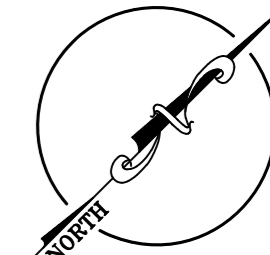


NEW VENTILATION PLAN
SCALE: 1:75

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PROJECT NAME:
ENGINEERING BUILDING RENOVATIONS TO EN-4029
 Project #: EN-123-21

DRAWING TITLE:
NEW VENTILATION PLAN

REVIEWED: M.F.	DRAWN: E.B.
SCALE: AS SHOWN	DATE: MARCH, 2024
MUN PROJECT No. EN-123-21	DRAWING No. MV-1.1R1

PART 1 - ADDENDUM

1.1 TITLE

- .1 This Addendum shall be known as:

Addendum 1

TFM-006-24/EN-123-21: Engineering Building: Renovations to EN-4029

- .2 The Date of the Addendum is Tuesday, March 05, 2024

1.2 PRECEDENCE

- .1 This amendment to the bid documents is effective immediately.
- .2 This Addendum shall form an integral part of the original bid documents and is to be read in conjunction therewith.
- .3 The Addendum shall take precedence over previously issued bid documents with which it may prove to be at variance.

1.3 GENERAL

- .1 The General Conditions shall govern all phases of the Work covered by this Addendum.
- .2 Acknowledge receipt of this addendum in the Tender and Acceptance form.

1.4 PURPOSE

- .1 The purpose of the Addendum is to inform bidders of the changes, deletions and additions to be added to the bid documents.

1.5 CHANGES IN GENERAL

- .1 Add the following documents as noted below:
- .1 **Open Call for Bids Strategic Procurement Sections**
 - Part 1 – Submission Instructions
 - Part 2 – Evaluation and Award
 - Part 3 – Terms and Conditions of the OCB Process
 - Part 4 – Environmental Health and Safety Requirements
 - Part 5 – General Conditions
 - Part 6 Supplementary Terms and Conditions

END OF ADDENDUM

PART 1 – SUBMISSION INSTRUCTIONS

1.1 Bids to be Submitted on Time

Bids must be submitted as set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to submit its bid to the email indicated in the Open Call for Bids on or before the Submission Deadline. The Owner does not accept any responsibility for any bids submitted by means other than the email listed above. Bidders making submissions near the deadline do so at their own risk due server availability. The time for the closing will be determined according to the inbox, time stamp on opencalls@mun.ca.

Bids received after the closing time based on this time stamp, will NOT be considered.

1.2 Bids to be Submitted in Prescribed Format

- Bidders should submit **one (1)** email submission in PDF format.
- **Please note: File size cannot exceed 15 MB. Otherwise server may reject bid submission due to size.**
- **Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.**

1.3 Amendment of Bids

Bidders may amend their bids after they have been submitted if, and only if, the amendment is emailed prior to the Submission Deadline marked **BID SUBMISSION AMENDMENT** followed by open call number and name.

Bidders may revise their bid by email: opencalls@mun.ca

The Owner does not accept any responsibility for amendments submitted by means other than the email listed above. Bidders making submission near the deadline do so at their own risk due to service availability. The time for the closing will be determined according to the inbox, time stamp on opencalls@mun.ca. Amendments to bids received after the closing time base on this times stamp, will NOT be considered.

Email inquiries and requests for clarification shall be accepted up to eight **(8) days (3:00pm NST)** prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. The Strategic Procurement Office will be the only official source of information regarding this Open Call for Bids and information from any other source shall be considered unofficial and may not be correct.

1.4 Amendment of Open Call for Bid Documents

To ensure consistency and quality in the information provided to bidders the Owner shall provide, by way of amendment to this Open Call for Bids, in the form of an addendum, any relevant information with respect to the Open Call inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Open Call. The Owner shall not be

responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments on Memorial University's current service providers: MERX: www.merx.com, BIDS: www.bids.ca and PODS: www.pods.net. In addition, all amendments will be published on https://www.mun.ca/finance/strategic_procurement/. Bidders should check on a regular basis for Open Call updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time. In the event there is a discrepancy between MERX, BIDS, and PODS and the official website https://www.mun.ca/finance/strategic_procurement/ website, the https://www.mun.ca/finance/strategic_procurement/ is the official website. Bidders are welcome to register their email address through opencalls@mun.ca to receive addendum notifications from Open Calls as a matter of courtesy. This does not relieve any Bidder of their responsibility to ensure all addenda has been received.

1.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the opencalls@mun.ca email address prior to the Submission Deadline. The Owner is under no obligation to return withdrawn bids.

1.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **45** days running from the moment that the Submission Deadline passes.

1.7 Delivery

Delivery of all materials and services must be DAP (delivered at place) or DDP (delivered duty paid (all locations) and local environs).

1.8 Signature

Memorial University, in consideration of section 11 of the Electronic Commerce Act, confirms its acceptance of electronic signatures, or other acceptable form of electronic consent, in satisfaction of the signature requirement for bid submissions. The electronic form of signature or consent must be directly related to the relevant bid submission at issue and must be reliable, in a manner as determined by Memorial University, for the purpose of identifying the person submitting the bid response. By submitting a bid under this process, the bidder confirms that the signatory has the appropriate and proper authority to bind the bidder to its submission, a confirmation upon which Memorial University relies in the processing of the bid submission.

Bidders must complete Appendix B –Submission Form. Any bids received without Appendix B completed will be deemed non-complaint.

1.9 Closure

In the event that the University is closed earlier than normally expected prior to a scheduled open calls closing for that day, or for the full day, the closing date for those open calls will be extended to the next business day for the University at the same time as listed originally.

1.10 Corporations Act

The Corporations Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If your company is not registered, please apply for the appropriate forms and procedures to:

Commercial Registrations Division

Dept of Government Services, PO Box 8700 St John's, NL Canada A1B 4J6

Phone: 709-729-3317, Fax: 709-729-0232

Website: http://www.gs.gov.nl.ca/registries/companies/corp_art_inc.html

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.0 Stages of Evaluation

The Owner will conduct the evaluation of bids in the following stages:

2.1.0 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further.

2.1.1 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory technical requirements are listed in Appendix A - Specifications.

2.1.2 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.2 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the Open Call, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, shall be disqualified.

2.3 Selection of Lowest Compliant Bidder as Preferred Supplier

Subject to the Owner's reserved rights, the compliant bidder with the lowest pricing will be the preferred supplier, and will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the preferred supplier will be determined by way of a coin toss, in accordance with the Public Procurement Policy. Provincial suppliers, suppliers with a place of business in Newfoundland and Labrador, will be given provincial supplier preference provision. This mandates an allowance of ten percent for provincial suppliers for all procurement below trade agreement thresholds.

Please note, the supplier preference does not apply when the estimated value of the commodity is above the trade agreement threshold shown in the following table.

Public Body	Thresholds			
	Goods	Services	Public Works	Lease of Space
Memorial University	\$133,800	\$133,800	\$334,400	\$100,000

2.4 Notice to Bidder and Execution of Agreement

Notice of selection by the Owner to the preferred supplier shall be in writing. The preferred supplier shall execute the Agreement, the form and content of which will be mutually agreed upon between the parties and satisfy any other applicable conditions of this open call within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.5 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in the Open Call Particulars within fifteen (15) days of notice of selection the Owner may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Owner.

2.6 Payment Terms

The University's standard payment terms are net 30 days after delivery of goods, or net 15 days after successful completion of installation as applicable. In the case of services, payment terms are also net 30 days after successful completion of the service. These terms shall also apply in the case of sub-contracted items. Prepayments will not be considered unless the supplier provides an irrevocable standby letter of credit, or the supplier provides a credit reference from its banker (in conjunction with a 50% materials and labour bond and a 50% performance bond) satisfactory to the Director of Financial and Administrative Services.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE OCB PROCESS

3.1 Open Call Incorporated into Bid

All of the provisions of this Open call are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this Open call, either as part of its bid or after receiving notice of selection, unless otherwise indicated, shall be disqualified.

3.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this Open call. Where information is requested in this Open Call, any response made in a bid should reference the applicable section numbers of this Open Call.

3.3 Bids in English

All bids are to be in English only.

3.4 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and links to the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.5 References and Past Performance

In the evaluation process, the Owner may consider information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the Owner or other institutions.

3.6 Information in Open Call Only an Estimate

The Owner and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this Open Call or issued by way of addenda. Any quantities shown or data contained in this Open Call or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this Open Call.

3.7 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

3.8 Bid to be Retained by the Owner

The Owner will not return the bid or any accompanying documentation or samples submitted by a bidder.

3.9 Trade Agreements

Bidders should note that procurements falling within the scope of the Canadian Free Trade Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this Open Call.

3.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Owner makes no guarantee of the value or volume of work to be assigned to the preferred supplier. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Owner may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.11 Communication After Issuance of Open Call

Bidders shall promptly examine all of the documents comprising this Open Call, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to opencalls@mun.ca on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the Open Call Contact shall be deemed to be received once the email has entered into the Open Call Contact's email inbox. No such communications are to be directed to anyone other than the Open Call Contact, and the Owner shall not be responsible for any information provided by or obtained from any source other than the Strategic Procurement Office. The Owner is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the Open Call Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the bidder concerning this Open Call or its process.

3.12 All New Information to Bidders by Way of Addenda

This Open Call may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this Open Call, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this Open Call and may contain important information, including significant changes to this Open Call. Bidders are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), bidders MUST confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.13 Addenda and Extension of Submission Deadline

Any addendum issued within four (4) calendar days of the Open Call for Bids closing (Including on closing day) will extend closing by a reasonable period to be determined by Memorial University.

When evaluating bids, the Owner may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the Owner shall, if accepted by the Owner, form an integral part of the bidder's bid.

3.14 Notification to Other Bidders

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the Open Call will be publicly posted at https://www.mun.ca/finance/strategic_procurement/. There will be no issuing of regret letters.

3.15 Debriefing

In accordance with the Public Procurement Act and Regulations, unsuccessful bidders may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the Open call contact. The intent of the debriefing information session is to provide the bidder an overview of their bid and why it was unsuccessful and to help the bidder in presenting a better bid in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. A debriefing shall not disclose information regarding another bidder's bid.

3.16 Supplier Complaint Process

If a bidder wishes to register a complaint with respect to the Open Call process, the complaint should be provided in writing and within the parameters established by section 25 of the Public Procurement Regulations, as amended. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Bidders should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a bidder wishes to dispute a matter under an applicable trade agreement, the bidder must follow the process set out in the trade agreement.

3.17 Conflict of Interest and Prohibited Conduct

The Owner may disqualify a bidder for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, that constitutes a conflict of interest.

The Owner reserves the right to disqualify any bidder that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage.

For the purposes of this Open Call, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the Open Call process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Open Call process (including but not limited to the lobbying of decision makers involved in the Open Call process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Open Call process or render that process non-competitive or unfair.

Bidders are required to disclose, to the Open Call Contact, any potential or perceived conflict of interest issues prior to Open Call closing date and time.

3.18 Disqualification for Prohibited Conduct

The Owner may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Owner determines that the bidder has engaged in any conduct prohibited by this Open Call.

3.19 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this Open Call or any agreement entered into pursuant to this Open Call without first obtaining the written permission of the Open Call Contact.

3.21 No Lobbying

Bidders must not, in relation to this Open Call or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

3.22 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Open Call.

3.23 Past Performance or Past Conduct

The Owner may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honor submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted a Conflict of Interest.
- (d) performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidders performed the Work in accordance with the contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the project being bid on, by way of previous contractor performance evaluations.

In addition, the Owner may suspend the bidding privileges of a supplier with regard to non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

3.24 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this Open Call either before or after the issuance of this Open Call:

- (a) is the sole property of the Owner and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this Open Call and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the bidder to the Owner immediately upon the request of the Owner.

3.25 Confidential Information of Bidder

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A bidder must identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the Open Call process, including the evaluation of bids.

The Bidder agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*. The Bidder acknowledges that contracting with the Owner is a public process and any information provided through this process and any records the Bidder supplies to the Owner, including the terms and conditions of any Agreement entered into, may be subject to requests under the *ATIPPA, 2015*. In the event of a request to Memorial for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a bidder has any questions about the collection and use of personal information pursuant to this Open Call, questions are to be submitted to the Open Call Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.nl.ca/guidance/documents>.

3.26 Reserved Rights of the Owner

The Owner reserves the right to:

- (a) make public the names of any or all bidders as well as bid price and value of contract;
- (b) make changes, including substantial changes, to this Open Call provided that those changes are issued by way of addendum in the manner set out in this Open Call; request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid. This shall not be an opportunity for bid repair;
- (c) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this Open Call consider any other relevant information that arises during this Open call process; and (iii) Unbalanced bids, as determined by the Owner, will be rejected (i.e. prices must fairly represent proper compensation for various items of work to be done).
- (d) waive minor irregularities and formalities and accept bids that substantially comply with the requirements of this Open Call ;
- (e) verify with any bidder or with a third party any information set out in a bid;
- (f) check references other than those provided by any bidder;
- (g) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) cancel this Open Call process at any stage;
- (i) cancel this Open Call process at any stage and issue a new Open Call for the same or similar deliverables;
- (j) accept any bid in whole or in part; or
- (k) reject any or all bids;
- (l) not necessarily select the lowest or any bidder;

And these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.27 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials,

advisors or representatives will be liable, under any circumstances, for any claim arising out of this Open Call process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and

- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Owner's decision not to accept the bid submitted by the bidder for any reason, the Owner's decision to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.31 Governing Law and Interpretation

These Terms and Conditions of the Open Call Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Owner; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

3.32 Facility Compliance Requirement

- (a) Equipment, power tools, instruments and appliances intended for use within Memorial University's facilities must comply with all regulatory requirements related to use and/or installation in University facilities. This includes but is not limited to certification/listing by recognized agencies, Pressure Vessel Act of Newfoundland and Labrador and similar.
- (b) Items provided related to this open call that receive power from the University's electrical system must be certified or listed for use within Canada by a recognized agency such as Canadian Standards Association (CSA) or Underwriter Laboratories Canada (ULC). A full list of agencies recognized by Memorial University is available upon request.
- (c) Equipment, tools, instruments and appliances that generate pressure may require registration as a pressure system with the Province of Newfoundland and Labrador. Compliance with the Boiler, Pressure Vessel and Compressed Gas Regulations under the Public Safety Act of Newfoundland and Labrador and the Boiler, Pressure Vessel, and Pressure Piping Code CSA B51:19 shall be demonstrated.
- (d) The vendor is responsible for all costs associated with ensuring the system is compliant with legislative requirements and for the application and registration processes. Field certifications may be considered but all costs and efforts for such scenarios are the responsibility of the vendor.

[End of Part 3]

PART 4 – ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

- 4.1** Maintaining a healthy and safe environment for all members of the campus community, as well as visitors, is a priority with the University. This involves a commitment from all sectors of the campus community and extends to outside agencies having occasion to come on campus to conduct business.

The following requirements will apply to all work undertaken by contractors and service personnel on any University property or for any work undertaken on behalf of the Owner.

4.1.0 Regulations, Codes and Standards

Contractors shall be familiar with and abide by provisions of various safety codes and standards applicable to the work performed and should refer to:

The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and construction of the Work.

The codes that must be followed and enforced for safety are:

- (a) The National Building Code, Part 8, Safety Measures at Construction and Demolition Sites (Latest Edition);
- (b) Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code;
- (c) The Occupational Health and Safety Act of Newfoundland and Labrador (most current version) and Regulations.

In particular, strict adherence to the Provincial Occupational Health and Safety Act and Regulations and with the National Building Code of Canada, Part 8 is required.

4.2.0 General Health and Safety Regulations

- (a) Contractors/service agencies shall ensure that members of the campus community are not endangered by any work or process in which they may be engaged. Work areas shall be adequately barricaded, and if dust or fumes are generated, suitable enclosures shall be installed to contain such emissions.
- (b) No material shall be stored in such a way as to obstruct walkways or represent a danger to pedestrian or vehicular traffic.
- (c) Adequate protection shall be provided to prevent the possibility of goods falling from scaffolding or elevated areas. Areas where goods are being loaded or off loaded shall be barricaded or otherwise protected to prevent unauthorized entry. Appropriate warning signs must be posted.
- (d) The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard. Care must be taken to ensure that the work process does not activate fire

alarm detection devices. (Generation of dust and fumes can activate smoke detectors causing a false alarm).

- (e) Due consideration shall be given to fire safety in buildings. Flammable goods must be kept away from sources of ignition. No work involving the use of open flame devices must be undertaken around flammable solvents or gases.
- (f) Some University buildings contain asbestos and other hazardous materials. Do not alter or disturb any goods believed to contain asbestos (unless this is a duly authorized part of the project). Consult with University officials before proceeding with any work.
- (g) Safety Data Sheets shall be procured for any hazardous product used on campus. Such sheets shall be made readily available for consultation as required under the Workplace Hazardous Materials Information System (WHMIS).
- (h) **Contractors are required to complete the online training module for Memorials Zero Energy Isolation Program (ZEIP) before mobilizing on site. Training can be accessed via the link: <https://ooc.citl.mun.ca/enrol/index.php?id=21>.**
 - **First time users must create an account. Click 'Create new account'. Enter required information and click 'Create my new account'.**
 - **A confirmation email will be sent to the email you entered when creating your account. Open that email and click the link it contains.**
 - **Click 'Zero energy isolation Program for Contractors'.**
 - **To enroll in the training, enter the enrollment key: 7653. Click 'Enroll me'.**
 - **Complete the training according to the instructions provided in the course.**
 - **Successful completion certificates shall be available during auditing by Environmental Health & Safety.**

NOTE: The above requirements are not to be considered all-inclusive and are considered to be complementary to the safety requirements outlined in the agreement between the University and Supplier. Certain conditions and circumstances may require adherence to additional safety requirements.

As a general requirement, contract/service personnel are expected to conduct all work on campus in a professional and safe manner and to give priority to the safety and welfare of members of the campus community.

4.3.0 Contractor Safety Management

4.3.1 All Contractors and Subcontractors to be used by the Contractor in the execution of the Contract shall be required to submit confirmation of a current third party occupational health and safety program certification (Letter of Assurance). These may include, but not be limited to, Certificate of Recognition (COR), OHSAS 18001, and CSA Z.1000.

4.3.2 All Contractors and Subcontractors shall be required to review and follow all requirements of sections 4.4.5.2. below.

4.3.3 Prior to Contract award, the Contractor will be required to provide the Information requested in 4.4.5.2. below.

4.3.4 The University reserves the right to stop any work or portion of work where no documentation can be produced on site which identifies the hazards presented by a piece of work, safe work procedures for work or certification of employees performing work. The Contractor is liable for any costs incurred by affected parties associated with such a stoppage.

4.4.0 Contractor Safety Management Element

4.4.1 Purpose

This element establishes the requirements for the administration and monitoring of contractor health and safety programs and activities at Memorial University. These measures shall ensure that contractors understand their collective responsibility with respect to the Occupational Health & Safety Act and Regulations, Memorial University policy and this element.

4.4.2 Scope

This procedure shall apply to all work done for Memorial University of Newfoundland with respect to the provision of services as outlined below. Memorial University reserves the right to exempt a Contractor from this element, in whole or in part, based upon an evaluation of the risk of the work being conducted. This evaluation must comply with the hazard identification and risk management element.

4.4.3 Definitions

Act: Newfoundland & Labrador Occupational Health & Safety Act, latest edition.

Contract: A documented agreement between Memorial University and a contractor.

Contractor: The principal contractor, person, partnership, or corporation bound to execute the work under the contract and defined as such in the agreement is responsible for the supervision of the work so as to ensure the work is carried out in accordance with the contract.

Project Management Team: The group assigned by the University to act on behalf of the owner with respect to the execution of Contractor work.

Principal Contractor: The person primarily responsible for the carrying out of a contract.

Regulations: Newfoundland & Labrador Occupational Health & Safety Regulations, latest edition.

Subcontractor: A person, firm or corporation having a direct contract with the Contractor or subcontractor(s) to perform a part or parts of the work included in the contract, or to supply products worked to a special design according to the contract documents, but does not include one who merely supplies products not so worked.

Owner: The Owner, Engineer/Architect are the persons, firms or corporation identified as such in the Contract. The term Owner, Engineer/Architect means, respectively, each of the Owner, Engineer/Architect and their authorized representatives as designated by each such party in writing.

Work: The services and job procedure completion that is described in the contract.

4.4.4 Roles and Responsibilities

4.4.4.1 Project Management Team, including Environmental Health & Safety

Will monitor the Contractor's performance for health and safety compliance. Monitoring activities may include but are not limited to:

- planned and unplanned workplace inspections;
- attendance of meetings;
- communications of safety related issues and topics, as deemed necessary;
- review of contractor records, inspections, work practices and documentation; and
- complete audits to verify that contractors and subcontractors are meeting their legislative, procedural and contractual responsibilities.

4.4.4.2 Contractors

Will comply with applicable Federal and Provincial legislation and applicable MUN safety procedures. Contractor responsibilities include but not limited to:

- report all incidents immediately to the required University project team followed by a written incident report within 24 hours;
- be responsible for the safety of subcontractors including those not under their employ;
- stop work if the conditions are such that work cannot be performed safely;
- perform evaluation, monitoring of the workplace to identify potential hazards and associated risks and ensure corrective actions are implemented;
- ensure daily task specific hazard assessments are completed; and
- maintain the accountability of persons responsible for the reporting and correction of hazards.

4.4.5 Procedure

4.4.5.1 Considerations prior to signing of contract

Prior to signing of contract, the preferred General Contractor shall provide proof of compliance with 4.4.4.2. within seven (7) calendar days. After a pre-signing start up meeting, the General Contractor shall provide proof of compliance of themselves and their subcontractors with 4.4.4.2. as well as the information requested in Section 4.4.4.2.(a)(b).

4.4.5.2 Requirements

All Contractors, and their Subcontractors, shall be required to submit confirmation of a current third party occupational health and safety program certification (Letter of Assurance). These may include, but not be limited to, Certificate of Recognition (COR), OHSAS 18001, and CSA Z.1000.

Contractors shall also provide the following:

- (a) health and safety policy statement;
- (b) safety program table of contents; and
- (c) site hazard assessment;

The hazard assessment shall be updated by the General Contractor and re-submitted whenever the conditions, work practices or work forces change to the extent that new hazards can be identified.

In lieu of a Subcontractors 3rd party program, Contractors shall be required to integrate the Subcontractor(s) into the Contractors program and provide proof of same.

Memorial reserves the right to request and audit the full safety program of Contractors and Subcontractors and their associated documentation. This documentation may include, but not be limited to the following:

- (a) safety program and/or manual
- (b) applicable documented safe work practices;
- (c) inspection reports and schedules;
- (d) required employee safety training certifications and qualifications; and
- (e) updated list of OHS Committee and/or a worker health and safety representative, or workplace health and safety designate.

Request for submission shall be complied with within 7 calendar days of a written request from Memorial's Environmental Health and Safety unit.

Memorial reserves the right to:

- (a) Reject any Contractor that fails to meet the requirements or schedules outlined herein;
- (b) The University reserves the right to stop any work or portion of work where the risk presents an immediate danger.

4.4.5.3 Schedule of Submissions

General Contractors and their sub-contractors who have complied with 5.1.1 will be permitted to commence physical work on the site however no work shall be performed by the General Contractor, their sub-contractors until such a time as they comply with 5.1.1.

4.4.6 Post-Contract Evaluation

Environmental Health & Safety will determine the extent of the evaluation of the Contractor's safety performance at the completion of the contract. This evaluation will be conducted by way of a standard contractor safety evaluation form and will be supported by objective evidence documented during the term of the Contract. The records of the evaluation must be retained with the project owner.

4.5 Access To Site

4.5.1 All Contractors and Subcontractors to be used in the execution of the Contract shall give advance notification of when they will be on site. Any work to be performed outside of Regular Time must have advance approval of the Owner.

Any discontinuation of the Work which causes a Contractor or their Subcontractors to suspend operations onsite will require the following:

- Contractor/Subcontractors shall notify the Owner of the stop work date.
- Contractor/Subcontractors shall ensure the site is left in a safe and secure condition.
- Contractor/Subcontractors shall ensure that locks and tags on mechanical and/or electrical systems are removed and, where necessary, replaced by the University.
- Contractor/Subcontractors shall not return to site without expressed prior permission from the Owner.

[End of Part 4]

PART 5– GENERAL CONDITIONS

- 5.1** I/We hereby authorize the Owner to release names of Subcontractors, Suppliers and Manufacturers used in my/our Bid including those as listed in Appendix "D", where such information is requested from the Owner.
- 5.2** I/We understand that Bids that do not list major Subcontractors and Suppliers and Manufacturers where required in Appendix "D" may be rejected.
- 5.3** I/We reserve the right to substitute other Subcontractors and/or Suppliers and/or Manufacturers for any Subcontractor or Suppliers or Manufacturer withdrawing their Bid or becoming bankrupt after the date hereof. Any such substitutes shall be subject to the approval of the Owner and contingent upon evidence of withdrawal or bankruptcy satisfactory to the Owner.
- 5.4** I/We agree that upon approval by the Engineer/Architect, the Owner shall have the right to take possession of any part of the work upon its completion, except for minor deficiency items, and that such possession shall not necessarily constitute acceptance of that part of the work.
- 5.5** I/We understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
- 5.6** I/We understand and agree that the Unit Price Table in Appendix "C2" must be completed where indicated and the total amount included in my/our stipulated price for the total performance of the work under Part 4 of the Bid and Acceptance form. I/We understand that the Unit Prices include all costs and charges of every kind, including overhead and profit, to perform the items of work listed in Appendix "A". I/We also understand that these same Unit Prices will be used for additions or deletions to the actual measured quantities.
- 5.7** When Appendix "E" is included in the Open Call, I/we understand that bids which do not list project references, where required in Appendix "E", will be rejected.

5.8 Corporations Act

The Corporations Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If your company is not registered, please apply for the appropriate forms and procedures to:

Commercial Registrations Division
Dept. of Government Services, PO Box 8700
St John's, NL Canada A1B 4J6
Phone: 709-729-3317, Fax: 709-729-0232
Website: http://www.gs.gov.nl.ca/registries/companies/corp_art_inc.html

[End of Part 5]

Part 6 – Supplementary Terms and Conditions

6.1 The open call document consist of the Open Call and Acceptance Form, General Conditions of Contract, Supplementary General Conditions of Contract, Special Conditions, Campus Safety and Health Regulations, Contractors Performance Evaluation, Drawings, Specifications and any Addenda to the Contract Documents issued before the open call closing period.

6.2 Bid Surety

Bids shall be accompanied by a copy of a bid security by way of a Bid Bond from a surety company acceptable to the Owner and which is licensed to do business in the Province of Newfoundland and Labrador or a copy of a cheque in the amount of 10 percent of the bid price. Originals to be delivered to Memorial University post tender closing. Bid security will not be required for a total contract value of \$100,000 or less (**HST Excluded**), unless specifically called for in the contract documents. The bid security will be returned to the bidder upon receipt of the required Performance Bond and Labour and Materials Payment Bond as described in the General Conditions for the Stipulated Price Contract

6.3 Site Visit

A site visit may occur at the time and location identified on the Request for Open Calls for Bids Information Sheet.

Questions will not be answered at the site visit.

Before submitting a bid, Bidders may carefully examine the site of the Proposed Work and fully inform themselves of the existing condition and limitations. It is the responsibility of the Bidder to report any unsatisfactory conditions in writing which may adversely affect the proper completion of the work, to opencalls@mun.ca, at least **eight (8)** days before the open call closing date. Submission of a bid shall imply acceptance of previously completed Work and the conditions of the site, and the Contractor shall, therefore, be fully responsible for executing the Work in accordance with the Contract Documents.

6.4 Substitution of Materials

6.4.1 The open call shall be based upon using the materials or products as specified without substitution, unless there is an "or approved alternate" clause. Where two or more brand names are specified, the choice shall be left to the bidder. Where only one brand name is stated, there shall be no substitution.

6.4.2 Where the Specifications include the "or approved alternate" clause, substitutions may be proposed provided that the request for a substitution is received in writing at least eight (8) days (3:00pm NST) prior to the open call closing date and shall clearly define and describe the product for which the substitution is requested. Submissions shall compare in tabular form, to the characteristics and performance criteria of the specified material.

6.4.3 It is the Bidder's responsibility to ensure that the substituted article is equivalent to the specified article with regard to design, function, appearance, durability, operation and quality.

6.4.4 Request for substitutions made after the award of the contract will be subject to the requirements of Clause 2.37.0 MATERIALS AND SUBSTITUTIONS in the General Conditions of the Contract and will only be considered under special circumstances or where it is clear, at the Engineer's/Architect's discretion, that proposed substitution will provide a substantial benefit to the Owner.

6.4.5 Approval of the substitution shall be in the form of an addendum to the Specifications.

The decision on substitutions will be final.

6.5 Completion date

6.5.1 Bidders shall state the time required to complete the Contract from time of open call award. The bidder shall, within seven (7) days after the Contract is award submit a preliminary construction schedule indicating as closely as possible the starting and completion dates for the major sections of the Work.

[End of Part 6]