



# Specifications for:

## Wayfinding Signage for the Town of Hanna and the Village of Youngstown

Hanna and Youngstown Signage project  
Project no: 0406.5 + 0406.6

DATE: 3 AUGUST 2022

SET NO. 1

**REQUEST FOR TENDER FOR THE  
Hanna and Youngstown Signage project  
Project no: 0506.5 + 0506.6**

The Harvest Sky Region Economic Development Corporation with offices in Hanna, Alberta, invites Tenders for wayfinding signage for the Town of Hanna and the Village of Youngstown.

Tenders are to include all costs for complete construction, fabrication, and installation of monument signs, directional wayfinding signs, facility signs, and all associated earthworks as outlined in the project drawings and specifications.

The deadline for the receipt of this Tender is 2:00 pm, local time MST, August 17, 2022. All Tenders are to be submitted to 818 studio ltd. via email at [info@818studio.ca](mailto:info@818studio.ca). The submission is to include one PDF document that includes all required items of the Tender.

This project will be awarded as a fixed-price contract, including all expenses related to construction.

This Tender must remain valid for ninety (90) days.

This Tender is subject to Internal Trade Agreement Annex 502.4, TILMA and New West Partnership Trade Agreement (NWPTA – replacing TILMA).

The lowest Tender bid will not necessarily be accepted. The Town reserves the right to accept or reject any or all Tenders in whole or part. Bidders may be required to provide supplementary information after the closing date to support their Tender. Interviews may be conducted with potential Bidders, either in person or by telephone. The Bidder will be required to sign a standard Municipal contract.

*Tender Enquiries*

**Jennifer Koppe**

Landscape designer

818 studio ltd.

1812 14A Street SW

Calgary, Alberta T2T 3W6

403.244.8188

[info@818studio.ca](mailto:info@818studio.ca)

**Instructions to Bidders:**

1) TENDER INFORMATION AND COMMUNICATION

a. TENDER INQUIRIES

Any questions arising during the tendering period shall be addressed in writing to:

**Jennifer Koppe**  
Landscape designer  
818 studio ltd.  
1812 14A Street SW  
Calgary, Alberta T2T 3W6  
Phone: 403.244.8188  
Email: info@818studio.ca

Questions must be submitted no later than three (3) business days prior to the bid close to the person listed above.

Responses to all technical inquiries will be provided in writing by Addenda, emailed to all invited bidders.

b. DISCREPANCIES AND OMISSIONS

If a Bidder finds discrepancies or omissions in the drawings, specifications or other documents or has any doubt as to the meaning or intent of any part thereof, he shall at once inform the Town of Hanna (the Owner) who shall make the necessary changes or additions or further explanations in an addendum, which will be posted on the APC. Every request for an interpretation shall be made in writing, addressed and forwarded to Jennifer Koppe at 818 studio ltd.

c. ADDENDA

Addenda shall, when issues are received in writing by the Owner prior to the close of the period allowed for receiving tenders, form part of the Tender document. The Bidder shall acknowledge receipt of each addendum in the space provided and submitted with the tender response. The Bidder shall also acknowledge receipt of the addendum in the space provided on the Tender response form. The individual items included in the addendum shall be added, deleted, or changed in accordance with the instructions contained in the addendum transmittal. All addenda will be posted on the APC ([www.purchasingconnection.ca](http://www.purchasingconnection.ca)) and shall be the responsibility of the bidder to obtain.

d. PRE-TENDER MEETING

An optional pre-tender meeting will be held on Tuesday August 9<sup>th</sup>, 2022, at 2pm MST over MS Teams.

e. CONDITION TO TENDERS

Tenders must be submitted on the Contract Tender Forms provided. All spaces in the Contract Tender Form must be completed and any alterations in the Contract Tender Form may cause it to be rejected. The Contract Tender Form must be signed by the Bidder and its business address and contact information shall be given. The Bidder's legal status must be disclosed. Tenders shall be signed by a duly authorized official and in the case of a corporation, shall be sealed with the corporate seal.

f. INFORMATION CONCERNING CONDITIONS

Before submitting a Tender, Bidders shall carefully examine the Contract Documents, the site of the Proposed Work and shall fully inform themselves as to all existing conditions and limitations which will affect the execution of the Contract. No consideration will be given after submission of the Tender to any claim that there was any misunderstanding with respect to the conditions imposed by the Contract.

g. CONTRACT DOCUMENTS

The "Contract Documents" consist of: the Letter of Acceptance; the executed Agreement between Harvest Sky Region Economic Development Corporation and the Contractor; the Conditions of Contract, including Definitions, Payment Conditions, Security Conditions as applicable, Insurance Conditions, General Conditions, Supplementary Conditions when used; those parts of the Bidding Requirements documents having application during performance of the Contract; other documents contained in Division 0 of the Specifications; Divisions 1 to 50 of the Specifications; the Drawings; Schedules; and such other documents as may be identified as Contract Documents. The Contract Documents shall include amendments thereto made before execution of the Agreement and subsequent amendments thereto made in accordance with provisions of the Contract.

h. CONTRACT LEGALITY

All contracts shall be construed in accordance with the laws of the Province of Alberta, and the Courts of Alberta shall have the exclusive jurisdiction to entertain any action arising under the Contract. If any provision of the Contract in any way contravenes the laws of the Province of Alberta, such provisions shall be severed from the Contract and the remaining provisions shall continue in force and effect. The Sale of Goods Act and the Uniform Commercial Code do not apply to this Tender.

i. TIME FOR BEGINNING AND COMPLETING THE WORK

The Contractor shall commence work on the date specified in the "Notice to Proceed" and shall complete the work in accordance with the "Schedule of Completions" in the Contract Tender Form.

j. IRREVOCABILITY PERIOD

Submissions of a Tender by the Bidder creates an irrevocable right for the Corporation to require the Bidder, by written notification within Ninety (90) calendar days of the closing date (unless this time deadline is extended by agreement between the municipality and the Bidder), to execute the Contract Agreement, perform the work or supply the goods and services as set out in the Tender.

k. PAYMENT TERM

The payment terms are Net 30 Days upon receipt of correct invoice. All invoices to be forwarded to:

**Jennifer Koppe**  
Landscape designer  
818 studio ltd.  
1812 14A Street SW  
Calgary, Alberta T2T 3W6  
403.244.8188  
jen@818studio.ca

All invoices shall refer to the purchase order number assigned to this work.

2) SUBMISSION REQUIREMENTS

The following information must be submitted with tender.

a. TENDER RESPONSE FORM

Tender response form must be submitted on the documentation provided in the tender package. All required information must be filled out. Should bidder use own forces for Sub Contract work, please indicate "own forces" on tender response form in the correct locations. Failure to fill out complete documentation may cause disqualification.

b. TENDER GUARANTEE

The Tender shall be accompanied by a Bid Bond (CCDC 220) in the amount of ten percent (10%) of the Tender Amount in the name of the Harvest Sky Region Economic Development Corporation. The Bid Bond shall be provided in an acceptable form by an agency licensed in the Province of Alberta. Alternatively the Bidder may provide a Certified Cheque for ten percent (10%) of the Tender Amount made payable to the Harvest Sky Region Economic Development Corporation.

The Tender Guarantees shall be returned to Bidders upon the signing of the Contract with the successful Bidder and the submission by the successful Bidder of a performance guarantee as defined by the Contract Documents. Should the Bidder refuse or neglect to sign a contract within ten (10) days, if called upon by the Harvest Sky Region Economic Development Corporation to do so, the Bidder forfeits all right and title to the Tender Guarantee. The successful Bidder shall be notified of acceptance within ninety (90) days of the Tender closing date.

c. PERFORMANCE GUARANTEE

To provide for the faithful execution and proper fulfilment of this contract, the successful Bidder shall deposit with the Owner when signing the Contract Agreement a Performance Bond for fifty percent (50%) of the Contract Price.

The bond shall be issued by a surety company licensed to conduct business in Alberta and the cost of the bond shall be borne by the Bidder.

d. LABOUR AND MATERIAL PAYMENT BOND

The successful Bidder shall deposit with the Owner when signing the Contract Agreement, a Labour and Material Payment Bond for fifty percent (50%) of the Contract Price.

The bond shall be issued by a surety company licensed to conduct business in Alberta and the cost of the bond shall be borne by the Bidder.

e. CONSENT OF SURETY

The Bidder will submit with the Contract Tender Form, a letter of consent stating that the surety is willing to supply the Performance and Labour and Materials Payment Bonds required.

f. SAFETY PREQUALIFICATION

Contracts will only be awarded to Bidders who, prior to the time fixed for receiving tenders, possess a Certificate of Recognition (COR) which is relevant to their industry and is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Prospective Bidders who do not possess a COR and wish to obtain information on obtaining a COR, are advised to contact:

The Alberta Construction Safety Association  
#101, 13025 – St. Alberta Trail  
Edmonton AB, T5L 5G2

Telephone: (780) 453-3311 or 1-800-661-2272  
Facsimile: (780) 455-1120  
www.acsa-safety.org

Bidders must provide confirming documentation (copy of the COR) to the Owner as part of the Tender submission.

All services provided under this agreement must follow all prescribed safety policies and procedures including but not limited to those of the Province of Alberta, Harvest Sky Region Economic Development Corporation, the Town of Hanna, the Village of Youngstown, and the Bidders' own.

g. SUBCONTRACTORS

The Bidder must submit in the Statement of Subcontractors names of all subcontractors proposed for the Work. The subcontractors may not be changed without the written consent of the Owner. The Owner may require the Contractor to submit evidence of the competence of subcontractors prior to acceptance on the Project.

h. MATERIAL SUPPLIERS

The Bidder must submit in the Statement of Material Suppliers, the names of the material suppliers proposed. The material suppliers may not be changed without the written consent of the Owner.

Descriptive literature on all equipment offered which is either not specified or is an alternate from that specified shall be submitted with the bid.

3) BIDDERS REQUIREMENTS

a. BUSINESS LICENSING

Persons or firms submitting tenders shall, prior to the award of the Contract, be registered in the Province of Alberta in accordance with the Alberta Companies Act, Chapter 60, R.S.A. 1970 and amendments thereof. Information pertaining to the registration of companies may be obtained from the Alberta Consumer and Corporate Affairs, Companies Branch, Edmonton, Alberta.

The Contractor and all subcontractors must obtain and maintain a municipal business license during the term of the contract. All costs associated with licensing, insurance and all other requirements shall be borne by the Contractor unless otherwise stated in the Contract Documents.

b. BIDDERS QUALIFICATIONS

The Contractor is expected to bring to the project the required "builder's expertise" to carry out the project in a competent manner. Bidders may be required to submit evidence of their ability to carry out the Work in this Contract.

c. REJECTION OF BIDS OF PARTIES ADVERSE IN INTEREST

The Owner will not consider bids received from individuals or corporations or their affiliates as defined in the Business Corporation Act, R.S.A. 2000, and C. B-9 engaged in litigation with the Owner as a party adverse in interest at the time of the bidding. Bids received from such individuals or corporations shall be rejected.

d. WORKERS' COMPENSATION BOARD CLEARANCE

As described in CCDC General Condition 10.4, Contractor shall, during the term of the Agreement, maintain Alberta Workers Compensation coverage in order to fully protect both its employees and the Municipality as may be required by law. The Contractor shall provide a current copy of a Workers' Compensation Board Clearance Letter with the Tender submission indicating proof of coverage.

e. INSURANCE REQUIREMENTS

Bidders must maintain the insurance policies described in the CCDC4 or the Supplementary Conditions. Bidders must show proof, in the Tender Response, through a Certificate of Insurance, or an Underwriter's Letter that they have the insurance, or are able to obtain the insurance if successful.

4) REQUESTS FOR APPROVED ALTERNATIVES

Requests for use of alternative materials, equipment or methods construction shall be submitted in writing and directed to the Harvest Sky Region Economic Development Corporation. These requests shall be submitted prior to the date of tender closing allowing sufficient time for the Owner to evaluate the request and approve or reject the alternative. Requests for approval of alternatives shall contain pertinent data such as construction and operational characteristics and should indicate the comparable characteristic of the specified material, equipment or construction method to that which is proposed.

5) AMENDMENTS OR WITHDRAWAL OF TENDER SUBMISSIONS

Bidders are advised that a complete bid package must be received before the closing date and time, and must be date and time stamped as having been received as a later submission to modify an earlier bid submission.

Amendments shall be emailed and will be accepted until the closing time of the Tender.

Amendments which require a change in price must only state the addition or deletion of sums.

Withdrawal of tender submission must be made before closing time in writing and will be accepted by email.

6) ACCEPTANCE OR REJECTION OF TENDERS

Tender responses received after the closing date and time will not be accepted and will be returned unopened, to the sender.

The Owner reserves the right to accept or reject any or all Tenders and to waive irregularities and formalities at his discretion. The lowest or any Tender will not necessarily be accepted. Without limiting the generality of the foregoing, any Tender may be rejected for the following reasons:

- a. Incomplete, unsigned, obscured or irregular erasures or corrections in the tender forms; unit prices omitted or obviously unbalanced; insufficient or irregular Tender guarantees, lack of a required submission.
- b. If a discrepancy is found between the unit prices and the total amount, the unit prices shall be considered as representing the intention of the Bidder and the Owner shall re-calculate the total amount which shall be used in determining the Tender Amount.
- c. The criteria and weighting for evaluation of the bids will be as indicated on the Invitation to Tender. All bids are to include a confirmation date upon which the work will in fact be completed.

7) FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA)

All documents and information, including books, maps, drawings, photographs, letters and information that is written, photographed, recorded or stored in any manner, submitted to the Town of Hanna in response to this Invitation to Tender are records in the custody and control of the Town of Hanna and, as such, may be subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act (Alberta)* and other legislation, whether currently in force or enacted in the future. The Freedom of Information and Protection of Privacy Act is in effect for the Town of Hanna. It has given any person a right of access to the

records in the custody or control of the Town of Hanna, subject to limited and specific exceptions.

Responders to this Invitation to Tender should identify all information that they consider confidential and the basis for confidentiality, including those parts of their submission that relate to:

- .1 Trade secrets, commercial, financial, labour relations, scientific or technical information (and if appropriate)
- .2 Personal information regarding persons who would provide services related to this Invitation to Tender including their names, qualifications, experience and employment history.

While the Harvest Sky Region Economic Development Corporation will endeavor to use Sections 15 and 16 of the Freedom of Information and Protection of Privacy Act to protect the confidentiality of information identified by the responder or contractor as confidential other sections of the Act may apply and the information may have to be disclosed to members of the public who request access to records in the Harvest Sky Region Economic Development Corporation custody and control.

The Harvest Sky Region Economic Development Corporation will not disclose, to the extent permitted by law, the evaluation and rating of all submissions to this Invitation to Tender. However, responders may request general feedback on the evaluation of their own submission. In this Invitation to Tender, the Harvest Sky Region Economic Development Corporation is providing general information regarding the contractor's obligations in relations to the Freedom of Information and Protection of Privacy Act for handling information and records under the Agreement. The contractor may wish to seek its own legal advice on specific aspects of these obligations.

8) INTERNAL TRADE AGREEMENT

The Corporation, covered by the Internal Trade Agreement Annex 502.4, will not adopt or maintain any form of discrimination based on the province of origin of goods, services, construction materials or the suppliers of such goods, services or construction materials in its procurement practices. The intent of the Annex is to ensure the Corporation's needs are met for goods, services and construction through a fair acquisition process that is based on the highest degree of competition, efficiency and effectiveness and is consistent with Sections "D" (Non-Discrimination) and "E" (Transparency) of this Annex.

9) NEW WEST PARTNERSHIP TRADE AGREEMENT (replacement for TILMA)

International and interprovincial trade impediments, including unnecessary red tape, cost businesses and investors time and money.

Under the NWPTA, the Governments of British Columbia, Alberta and Saskatchewan have committed to:

- Extend the streamlined business registration and reporting requirements established by British Columbia and Alberta to Saskatchewan.
- Eliminate residency requirements (already completed in British Columbia and Alberta).
- Make it easier for professionals and tradespeople to have their qualifications recognized.
- Lower the thresholds for open and non-discriminatory government procurement, which will provide businesses with more bidding opportunities.
- Enact strict, enforceable subsidy rules.
- Introduce monetary penalties against governments that willfully disregard their commitments.

Once a seamless business registration and reporting process has been established between the three provinces, businesses will be able to operate in all three provinces without the added costs of establishing a second or third office, meeting duplicative registration and reporting requirements, satisfying unnecessarily different standards and regulations, or seeking additional permits to operate. In addition, the immediate



benefits of the NWPTA will mean that businesses will face fewer difficulties recruiting needed workers and have access to more government procurement opportunities on an equal footing with suppliers from the other provinces.

The Sales of Goods Act and the Uniform Commercial Code will not apply to this tender.

**END OF SECTION**

**Bid Closing: August 17, 2022, 2pm Local Time**

1.0 Project: Hanna and Youngstown signage  
Project no: 0506.5 + 0506.6

1.1 Submitted by:

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1.2 To:

Harvest Sky Region Economic Development Corporation  
203 2nd Ave West, Box 1255  
Hanna, Alberta  
T0J 1P0

1.3 We, the undersigned, having examined the Tender documents and including any Addenda listed in Section 1.5 herein and having a full knowledge of the locality and conditions affecting the Work, do hereby offer to complete the Work in accordance with the Tender documents for the sum(s) indicated on the following pages of this Tender Form. The Tendered amount is to be in Canadian dollars. GST is not to be included in the Tendered amount.

COMPLETE ALL WORK AS DETAILED IN THE TENDER DOCUMENTS FOR THE SUM OF:

\_\_\_\_\_ dollars and \_\_\_\_\_ /100  
(written amount)

\$ \_\_\_\_\_ /100

1.4 We have received and reviewed the following Addenda issued by 818 studio, which form part of the Contract Work and which are included in the Price quoted above:

Addendum \_\_\_\_\_ issued \_\_\_\_\_, \_\_\_\_\_, having \_\_\_\_\_ pages

Addendum \_\_\_\_\_ issued \_\_\_\_\_, \_\_\_\_\_, having \_\_\_\_\_ pages

Addendum \_\_\_\_\_ issued \_\_\_\_\_, \_\_\_\_\_, having \_\_\_\_\_ pages

1.5 If notified in writing by the Owner of acceptance of this proposal within thirty (30) days of the proposal closing date, we will commence ordering of materials within seven (7) days of notification.

1.6 It is understood and agreed that:

.1 The addition to or changing of any words in this proposal documents herein or the failure to comply with and complete all items may be cause for rejection without consideration of the tender.

.2 The lowest or any proposal may not necessarily be accepted.

1.7 Signature:

Where a Bidder is a corporation, the Tender must be signed with the legal name of the corporation followed by the legal signature of an officer authorized to bind the corporation into contract. A certified copy of a resolution naming the person or persons as authorized to sign the agreements for and on behalf of the corporation shall be submitted to the Owner if and when requested. Where a Proposer is a partnership, the Proposal must be signed by at least two partners.

Unless and until the formal agreement is executed, it is understood that this tender shall constitute a binding contract between us.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ \_\_\_\_\_  
(Tenderer)

SEAL \_\_\_\_\_

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(phone, and fax)

\_\_\_\_\_  
(email)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Name of Witness)

**SCHEDULE OF BIDDER'S REQUEST FOR ALTERNATES**

The following are our prices for the alternative work listed hereunder. Such alternative work and amounts are **NOT** included in our Bid Price. The prices for the alternative items excludes Goods and Services Tax (G.S.T.).

The following alternative items may be incorporated in the Contract at the Owner's option.

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| <u>Bid Item No.</u> | <u>Proposed Alternative</u> | <u>Schedule Impact</u> | <u>Amount of Bid Addition (Deduction)</u> |
|---------------------|-----------------------------|------------------------|---|
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Name of Bidder: \_\_\_\_\_

The Bidder shall complete the following list of materials sources and submit to the Harvest Sky Region Economic Development Corporation within twenty-four (24) hours of Tender close.

| CLASSIFICATION | SOURCE | STOCKPILE |
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Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF REQUIRED**

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

The Bidder shall complete the following and submit to the Harvest Sky Region Economic Development Corporation within twenty-four (24) hours of Tender close.

| <u>Sub-Contractor/Supplier</u> | <u>Item of Work</u> |
|--------------------------------|---------------------|
| 1. _____                       | _____               |
| 2. _____                       | _____               |
| 3. _____                       | _____               |
| 4. _____                       | _____               |
| 5. _____                       | _____               |
| 6. _____                       | _____               |
| 7. _____                       | _____               |
| 8. _____                       | _____               |
| 9. _____                       | _____               |
| 10. _____                      | _____               |

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF REQUIRED**

**PROJECT NAME: Hanna and Youngstown Signage**

We, the undersigned, hereby agree to carry out the Work of the Agreement in accordance with the Contract Documents, for the unit prices, lump sums, if any, and allowances, if any, set out in the Unit Price Schedule integral herewith, the maximum amount of which is:

\$ \_\_\_\_\_ including GST (calculated at 5%).  
*total in figures*

This Memorandum of Agreement together with and subject to all the provisions of the Contract Documents (landscape construction drawings and specifications forming part of this agreement (the "services")) shall, when accepted and executed by the Owner, constitute a binding contract between the Contractor and the Owner.

Accepted and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

CONTRACTOR: \_\_\_\_\_  
business name  
\_\_\_\_\_  
address  
\_\_\_\_\_  
address

\_\_\_\_\_  
signature of Contractor's authorized representative

\_\_\_\_\_  
name and title of person signing above (print or type)

\_\_\_\_\_  
witness's signature or corporate seal

Accepted and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2022,  
by an authorized representative of the Owner.

OWNER:  
Harvest Sky Region Economic Development Corporation  
203 2<sup>nd</sup> Ave West, Box 1255  
Hanna, Alberta  
T0J 1P0

\_\_\_\_\_  
signature of Owner's authorized representative

\_\_\_\_\_  
name and title of person signing above (print or type)

\_\_\_\_\_  
witness' signature or corporate seal

**THIS AGREEMENT** made in duplicate this \_\_\_ day of \_\_\_\_\_  
**BETWEEN** the Parties:

**Harvest Sky Region Economic Development Corporation**

a body corporate, incorporated under the laws of  
Alberta, with its principal place of business at  
Hanna, Alberta, hereinafter called the "Owner"

- and -

**CONTRACTOR**

a body corporate, incorporated under the laws of  
Alberta, with its principal place of business at  
\_\_\_\_\_, Alberta, hereinafter called the "Contractor."

**THE PARTIES AGREE AS FOLLOWS:**

1. The Contractor will provide all materials, labour and equipment necessary for construction of the **Hanna and Youngstown Signage project** in accordance with the Contract Documents.
2. This Agreement shall be in effect from \_\_\_\_\_ and all services shall be completed on or before December 15, 2022.
3. a) The maximum amount to be paid to the Contractor under this Agreement shall be \$\_\_\_\_\_ and will be paid at the rates in the Unit Price Schedule and/or Stipulated Price Schedule forming part of this Agreement.
4. a) The Owner shall hold back an amount equal to 10% from each payment made to the Contractor under this Agreement.  
b) The Owner must retain 10% of contract until 45 days after a Certificate of Substantial Performance (issued by the Consultant) or 45 days after the completion of the Agreement. The Owner also must retain 10% for 45 days after completion of contract for work done after Certificate issued.



- c) When the Owner
- i) is satisfied that the obligations of the Contractor have been discharged in accordance with this Agreement, and
  - ii) has received from the Contractor a Statutory Declaration stating that all claims for labor and material required in performing the services have been paid, and
  - iii) has received a certification from the Workers' Compensation Board as specified elsewhere in this Agreement,
- the Owner will pay the Contractor any amount held back under this Agreement.
5. The Owner may terminate this Agreement at any time without cause by giving seven (7) days notice in writing to the Contractor and the Owner shall only be liable to pay the Contractor for services rendered up to the date of termination.
6. The Contractor shall not sublet, subcontract or assign this Agreement or any part thereof without the prior written consent of the Owner.
7. Any notices required under this Agreement shall be given in writing and may be personally delivered or sent by registered mail:
- a) if to the Owner, to  
  
**Harvest Sky Region Economic Development Corporation**  
**203 2<sup>nd</sup> Ave West, Box 1255**  
**Hanna, Alberta**  
**T0J 1P0**
  - b) if to the Contractor, to:
8. a) The Owner's representative (the Consultant) for the purpose of administering this Agreement is **818 studio ltd.**
- b) The Owner's representative may issue directives and otherwise communicate with the Contractor to ensure the timely and satisfactory performance of the services.
- c) The Owner's representative may provide authorization for the Contractor to use any personnel, equipment or materials required to perform the services not expressly identified in Section 3, at such rates agreed to in writing by the Owner.

9. Upon completion or termination of this Agreement all data, documents and materials which are acquired or produced under this Agreement shall become the sole property of the Harvest Sky Region Economic Development Corporation, the Town of Hanna, and the Village of Youngstown.
10. The Contractor shall indemnify and hold harmless the Owner and its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Contractor or its employees or agents, in the performance by the Contractor of this Agreement.
11. The Owner shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, its employees or agents in the performance of this Agreement.
12. The Contractor shall maintain continuously adequate protection of all its work from damage and shall take all reasonable precautions to protect the Owner's property from all damage arising in connection with this Agreement. The Contractor shall make good any such damage to its work or property of the Owner at no additional cost to the owner.
13. The Contractor shall maintain and keep in force during the term of this Contract insurance documents identified in Specification Section 00 73 16, including:
  - a) Workers' Compensation Board of the Province of Alberta: The Contractor shall maintain an account in good standing covering all activities of the Contractor and pay all assessments thereunder.
  - b) The Contractor shall be solely responsible for payment of every deduction amount provided in any policy of insurance furnished pursuant to this article.
  - c) The Contractor shall furnish endorsements to such policies capable at law of being so endorsed, as follows:
    - i) Waiving every right of subrogation by the insurer against the Owner arising out of or in any way connected with the Performance of this Agreement.
    - ii) Providing that said insurance shall not be canceled by the Contractor, or the insurer, or modified to reduce or remove coverage afforded to the Owner or otherwise prejudice the Owner without Thirty (30) days written notice by registered mail to the Owner.
    - iii) Providing all policies shall name the Owner, as additional insured by the policies provided here under and shall indemnify the Owner, the Consultant and their respective officers, employees and agents.

14. The Contractor shall provide the Owner with detailed certificates of insurance and certified true copies of these policies upon request.
15. This Agreement constitutes the entire Agreement between the Parties and shall only be amended by mutual Agreement in writing.
16. The Contractor shall comply with the provisions of
  - a) any Act of the Legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted hereafter, and
  - b) any regulations in force from time to time under any of the Acts referred to in subsection (a), and
  - c) any by-law or resolution that expressly or by implication applies to the Contractor in respect of this Agreement.
17. The Contractor acknowledges its responsibility either as a principal contractor, an employer, or worker as defined in the Occupational Health and Safety Act, and that it will, as a condition of this Agreement, comply with the Occupational Health and Safety Act and the regulations thereto.
18. The Contractor shall comply with the Workers' Compensation Act and shall, upon demand by the Owner deliver to the Owner a certification from the Workers' Compensation Board (WCB) certifying:
  - a) that the Contractor is registered and in good standing with the WCB; or
  - b) for the services to be provided under this Agreement, the Contractor is not required by the Workers' Compensation Act and regulations to have coverage.
19. The validity and interpretation of this Agreement is governed by the laws of the Province of Alberta and in the event of a dispute, the laws of Alberta shall apply. The Courts of Alberta shall be the forum to settle any dispute regarding this Agreement.
20. The contractor agrees to correct promptly at his own expense, defects or deficiencies which appear during the stated warranty period.

**THIS AGREEMENT** is executed by the Parties as of the date shown on the first page of the Agreement.

**END OF SECTION**

**DESCRIPTION TOTAL SCHEDULE AMOUNTS**

Schedule 'A' Town of Hanna signage \$ \_\_\_\_\_

Schedule 'B' Village of Youngstown signage \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

Add ten percent ( 10 %) for Contingency Allowance \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

Add GST \$ \_\_\_\_\_

**TOTAL TENDERED PRICE** \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Total Tendered Price In Words)

Executed at \_\_\_\_\_ in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_  
under seal of the Bidder as a specialty instrument.

NOTE: If Bidder is a Corporation, in addition to signature affix Corporate Seal. If Tender is made by a natural person, it must be signed by the Bidder with his/her name typed or clearly or printed below the signature. If the Bidder is Per: \_\_\_\_\_ carrying on business under a firm name and is **NOT** incorporated, the members of the firm must sign

\_\_\_\_\_  
(Corporate Name if Bidder is a Corporation)

Per:

\_\_\_\_\_  
below the firm name and their names must be typed or clearly printed below the signature.

Mailing Address of Bidder

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

**DIVISION 00 – LIST OF DRAWINGS**

|     |                                    |     |
|-----|------------------------------------|-----|
| .1  | Cover and Sign Schedule            | L1  |
| .2  | Hanna Monument Sign Locations      | L2  |
| .3  | Hanna Monument Sign                | L3  |
| .4  | Hanna Facility Signs               | L4  |
| .5  | Hanna Facility Signs               | L5  |
| .6  | Hanna Directional Signs            | L6  |
| .7  | Hanna Directional Signs            | L7  |
| .8  | Youngstown Monument Sign Locations | L8  |
| .9  | Youngstown Monument Signs          | L9  |
| .10 | Youngstown Facility Signs          | L10 |
| .11 | Youngstown Directional Signs       | L11 |

**DIVISION 01 – GENERAL REQUIREMENTS**

|     |   |                  |
|-----|---|------------------|
| .1  | General Conditions                      | Section 00 72 14 |
| .2  | Insurance Conditions                    | Section 00 73 14 |
| .3  | Payment Procedures                      | Section 01 29 11 |
| .4  | Submittal Procedures                    | Section 01 33 00 |
| .5  | Shop Drawings, Product Data and Samples | Section 01 33 23 |
| .6  | Health and Safety                       | Section 01 35 23 |
| .7  | Quality Control                         | Section 01 45 00 |
| .8  | Temporary Utilities                     | Section 01 51 00 |
| .9  | Construction Facilities                 | Section 01 52 00 |
| .10 | Temporary Construction                  | Section 01 53 00 |
| .11 | Temporary Erosion and Sediment Control  | Section 01 57 13 |
| .12 | Examination and Preparation             | Section 01 70 00 |
| .13 | Cleaning and Waste Processing           | Section 01 74 00 |
| .14 | Closeout Submittals                     | Section 01 78 10 |

**END OF SECTION**

**1. GENERAL**

1.1 Summary

Work of this Contract includes the following items:

- .1 Demolition
- .2 Signage fabrication and installation

**2. DEFINITIONS**

- .1 Throughout these documents "Owner" may also be deemed to mean Engineer, Landscape Architect, and/or Owner's Representative.

**3. DOCUMENTS ON SITE**

- .1 The Contractor shall keep one copy of all current Contract Documents and shop drawings on the site, in good order and available to the Landscape Architect and Owner's Representative.

**4. CONTEXT**

- .1 The Work will take place in the Town of Hanna, and the Village of Youngstown, Alberta.
  - .1 Town of Hanna
    - .1 Replacement of two monument signs along Highway 9, including demolition and sign fabrication.
    - .2 Fabrication and installation of Town-owned facility signs in various locations throughout the town.
    - .3 Fabrication and installation of directional wayfinding signs, including sign posts, in various locations throughout the town.
  - .2 Village of Youngstown
    - .1 Replacement of two monument signs along Highway 9, including demolition and sign fabrication.
    - .2 Fabrication and installation of Village-owned facility signs in various locations throughout the village.
    - .3 Fabrication and installation of directional wayfinding signs, including sign posts, in various locations throughout the village.

**5. CONTRACT TIME**

- .1 Complete the work prior December 15, 2022.
- .2 The Contractor shall prepare a construction schedule for the works within one week following award of this Contract.

**6. CONTRACTOR'S USE OF SITE**

- .1 Contractor shall have partial use of site for performance of the Work. Contractor shall assume responsibility for site assigned to him for performance of the Work.
- .2 Contractor shall limit his use of premises to allow for:
  - .1 User occupancy
  - .2 Work of Other Contractors
  - .3 Public use

**7. REGULATORY REQUIREMENTS**

- .1 Contractor shall prepare and submit a Transportation Accommodation Strategy (TAS) to Alberta Transportation for approval. The TAS is a condition of the municipalities' sign permits and must be approved prior to Contractor beginning any work in the highway right of way.
- .2 Obtain and pay costs for required permits.
- .3 The Contractor shall comply with all laws, ordinances, rules, regulations, orders, codes and other legally enforceable requirements applicable to the performance of the Work.
- .4 The Contractor shall comply with the Occupational Health and Safety Act and regulations issued pursuant thereto.
- .5 The Contractor shall be responsible to schedule necessary site inspections and complete necessary construction approval submittals.

**8. RESPONSIBILITY FOR EXISTING PROPERTY**

- .1 Contractor shall assume responsibility for the care, custody and control of property which is assigned to him for performance of the Work.
- .2 Contractor shall assume responsibility for and shall make good damage to existing property attributable to performance of Work.

**9. SURVEY**

- .1 Contractor shall undertake all survey requirements to establish lines and levels.

**10. TEMPORARY POWER**

- .1 Contractor to obtain and pay costs for temporary power.

**11. VERIFICATION OF QUANTITIES**

- .1 Quantities of the work will be calculated by the Contractor and submitted to the Owner's representative for approval.
- .2 Any disputes concerning accuracy of quantities shall be submitted to the Owner in writing. No work involving quantities in question should proceed until dispute is settled and Contractor shows his agreement in writing.

**12. POLLUTION CONTROL**

- .1 Keep construction site clean and free of collection of waste materials and debris.
- .2 Provide for collection and temporary storage of debris in metal containers with lids.
- .3 Do not allow waste material and debris to contaminate adjacent properties.
- .4 Do not dispose of waste material and debris into storm or sanitary sewers.
- .5 Do not dispose of waste material and debris into river courses.
- .6 Provide for dust control using water or another agent approved by the Owner.

**13. OVERLOADING AND CLEANING STREETS**

- .1 Vehicles employed for cartage of material shall not be loaded beyond rated limits, nor in such manner as to cause spillage.
- .2 Clean up immediately spillage or tire tracking occurring upon public or private property.

**14. SAFETY PREQUALIFICATION**

- .1 Prime contract Bidders shall possess, prior to contract award, a valid standard Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC) for a standard COR as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by Alberta Employment, Immigration and Industry to issue CORs or TLCs. Possession of other than a standard COR, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.
- .2 Prospective Bidders who do not possess a standard COR or a TLC for a standard COR, and wish to obtain information about obtaining either one, are advised to contact:

The Alberta Construction Safety Association  
#101, 13025 St Albert Trail  
Edmonton, Alberta T5L 5G2  
Telephone: (780) 453-3311 or 1-800-661-2272 Fax: (780) 455-1120  
Internet: [www.acsa-safety.org](http://www.acsa-safety.org)

or another certifying partner authorized by Alberta Employment, Immigration and Industry to issue a standard COR or TLC.

**15. MATERIAL STORAGE ON SITE**

- .1 The Contractor shall provide a lay down and secured material storage location within proximity of the site. Contractor to review potential locations of lay down and secured material storage location with Landscape Architect and Owner prior to bringing any materials to the site.
- .2 The Contractor will restore to pre-construction condition, and to the satisfaction of the Owner's Representative, the lay down and secured material storage areas. Included in this demobilization are repairs to all existing surfaces, structures, and services damaged during the work of the Contract, including damage to items such as curbs, walks, driveways, fences, light standards, signs and landscaping. The Contractor will make good any damages at no expense to the Owner.

**16. PATHWAY AND SIDEWALK CLOSURES**

- .1 Pathway and sidewalk closures will be required for the execution of the work.
- .2 When pathway and sidewalk closures are required, the Contractor will undertake the following:
  - .1 For closures of one (1) day in length, the Contractor will use appropriate signs and pedestrian barricades to safely detour pedestrians around the area under construction. Contractor to remove signs and barricades at the end of the day once the work is complete.
- .3 For closures longer than one day in length:
  - .1 One (1) week prior to construction, Contractor will post notification signs at either end of proposed closure. Signs will be clearly legible and will include detour route and Contractor contact information. Detour route must allow pedestrians to safely detour around construction activity; construction of temporary pathway facilities will not be entertained.



- .2 One (1) week prior to construction, Contractor will supply detour route information to Owner's Representative. Detour route information will be in either .jpg or .pdf format for inclusion on the municipalities' websites.

**17. CHANGES IN THE WORK**

- .1 The Client may order changes in the Work by means of a written change order. Contractor shall not proceed with any change in the Work without a written and signed change order.

**END OF SECTION**

1. GENERAL

1.1 Section Includes

- .1 Insurance coverage requirements.

1.2 Insurance:

- .1 On or before beginning the Project, the Contractor, at its own cost and expense, shall carry, maintain for the duration of the Project, and provide proof thereof in a form that is acceptable to Harvest Sky Region Economic Development Corporation the insurance specified in subsections (2) through (5) below with insurers and under forms of insurance satisfactory in all respects to Harvest Sky Region Economic Development Corporation. The Contractor shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Contractor has also been obtained for said subcontractor, or until Harvest Sky Region Economic Development Corporation has approved the insurance status of the Contractor's subcontractor.
- .2 **General Liability:** Contractor shall provide General Liability Insurance with limits of no less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. The Contractor, at the Contractor's own cost and expense, shall maintain Commercial General Liability Insurance for the period covered by this Contract for risks associated with the Project.
- .3 **Automobile Liability:** Contractor shall provide Automobile Liability Insurance on all vehicles owned or licensed in Contractor's name, with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and property damage.
- .4 **Workers' Compensation:** Worker's Compensation Insurance as required by the Province of Alberta with statutory limits, and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease for any and all persons employed directly or indirectly by the Contractor. In the alternative, the Contractor may rely on a self-insurance program to meet these requirements as long as the program of self-insurance complies fully with the provisions of the Alberta Labor Code. In such case, excess Worker's Compensation Insurance with limits of not less than five million dollar (\$5,000,000) shall be maintained. The insurer, if insurance is provided, and the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against Harvest Sky Region Economic Development Corporation for loss arising from worker injuries sustained under this Contract. The worker's compensation policy shall be endorsed with a waiver of subrogation in favor of Harvest Sky Region Economic Development Corporation for all work performed by the Contractor, its employees, agents and subcontractors.
- .5 **Builder's Risk:** (Course of Construction) insurance covering all risks of loss less policy exclusions, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- .6 **Professional Liability.** If applicable (for design/build), the Contractor, at the Contractor's own cost and expense, shall maintain for the period covered by this Contract professional liability insurance for licensed professionals performing the work in an amount not less than one million dollars (\$1,000,000) and a \$2,000,000 policy aggregate covering the licensed professionals' errors and omissions, as follows:
- .1 Any deductible shall not exceed \$5,000 per claim.
- .2 Notice of cancellation or non-renewal must be received by Harvest Sky Region Economic Development Corporation at least thirty days prior to such change.
- .3 The following provisions shall apply if the professional liability coverages are written on a claims made form:
- .1 The retroactive date of the policy must be shown and must be before the date for the commencement of the Project.

- .2 Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Project if reasonably available.
  - .3 If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date as provided for above, the Contractor must provide extended reporting coverage on the expiring policy for a minimum of five years after completion of the Project.
  - .4 A copy of the claim reporting requirements, including any extended reporting period provisions, must be submitted to Harvest Sky Region Economic Development Corporation prior to the commencement of the Project.
  - .5 If the services involve lead based paint or asbestos identification/remediation, the Contractors Pollution Liability.
- .7 Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- .8 Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
- .1 Harvest Sky Region Economic Development Corporation, its subsidiary districts, its officers, employees, agents and volunteers shall be covered as additional insureds as respects each of the following:
    - .1 Liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.
    - .2 Liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and the insured's general supervision of or by the Contractor.
    - .3 Liability arising out of premises owned, occupied or used by the Contractor.
  - .2 General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
  - .3 The coverage shall contain no special limitations on the scope of protection afforded to Harvest Sky Region Economic Development Corporation, its subsidiary districts, its officers, employees, agents and volunteers.
  - .4 The insurance policy form shall provide coverage on an occurrence basis, and not on the basis of claims made.
  - .5 The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
  - .6 Any explosion, collapse, and underground property damage exclusion must be deleted.
  - .7 An endorsement must state that coverage is primary insurance and that no other insurance or self-insured retention carried by Harvest Sky Region Economic Development Corporation will be called upon to contribute to a loss under the coverage.
  - .8 The policy must contain a cross liability or severability of interests clause.
  - .9 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to Harvest Sky Region Economic Development Corporation and its subsidiary districts, its officers, employees, agents and volunteers.
  - .10 Broad form property damage liability must be afforded. A deductible that does not exceed \$250,000 may be provided.
  - .11 Notice of cancellation or non-renewal must be received by Harvest Sky Region Economic Development Corporation at least thirty days prior to such change.
- .9 Deductibles and Self-Insured Retentions. During the period covered by this Contract, upon express written authorization of Harvest Sky Region Economic Development Corporation, the Contractor may increase such deductibles or self-insured retentions with respect to Harvest Sky Region Economic Development Corporation, its subsidiary districts, its officers, employees, agents and volunteers. Harvest Sky Region Economic Development Corporation may condition approval of an increase in deductible or self-insured retention levels upon a requirement that the Contractor procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- .10 Notice of Reduction in Coverage. If any coverage required under 00 73 16. 1. (.1), (.2),(.3), (.4), (.5) or (.6) of this Contract is reduced, limited, or materially affected in any other manner, at any time during the period that insurance coverage is required under this Contract, the Contractor shall provide written notice to Harvest Sky Region Economic Development Corporation at the Contractor's earliest possible opportunity and in no case later than five days after the Contractor is notified of the change in coverage.
- .11 Verification of Insurance. The Contractor shall submit acceptable proof of insurance, along with all endorsements that implement the insurance coverage required by Harvest Sky Region Economic Development Corporation. Proof of insurance may be provided by an accurate Certificate of Insurance that identifies all insurance coverage actually in force, although it may exceed the amounts or coverages required by Harvest Sky Region Economic Development Corporation. The original Certificate of Insurance, and signed endorsements shall be provided to Harvest Sky Region Economic Development Corporation prior to performance of the work.
- .12 Builder's Risk (Course of Construction) Insurance. The Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name Harvest Sky Region Economic Development Corporation as a loss payee as their interest may appear. If the project does not involve new or major reconstruction, at the option of Harvest Sky Region Economic Development Corporation, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the project site.
- .13 Any exceptions to the above requirements, limits or conditions are to be made in the sole and exclusive discretion of Harvest Sky Region Economic Development Corporation, by and through Harvest Sky Region Economic Development Corporation's General Manager.
- .14 Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- .15 Verification of Coverage. Contractor shall furnish Harvest Sky Region Economic Development Corporation with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by Harvest Sky Region Economic Development Corporation before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Harvest Sky Region Economic Development Corporation reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications at any time.
- .16 Special Risks or Circumstances. Harvest Sky Region Economic Development Corporation reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
- 1.3 Indemnification
- .1 The Contractor and its sureties shall indemnify and hold harmless Harvest Sky Region Economic Development Corporation, the Council, each member of the Board, and Harvest Sky Region Economic Development Corporation's officers, agents and employees from all liability and claims of any kind, subject to the limitations set forth by law, including attorney's fees, arising out of or in connection with the work to be performed, including but not limited to:
- .1 Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor or its agents in the performance of the work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or its agents.
- .2 Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents.

- .3 Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or Harvest Sky Region Economic Development Corporation in the performance of the work of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance, unless otherwise specifically stipulated in the Contract.
  - .4 Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Harvest Sky Region Economic Development Corporation or any other parties by the Contractor or its agents.
  - .5 Liability or claims arising directly or indirectly from the willful misconduct of the Contractor or its agents.
  - .6 Liabilities or claims arising directly or indirectly from any breach or default of the obligations assumed herein by the Contractor.
  - .7 Liabilities or claims arising directly or indirectly from injuries, sickness, disease or death of employees of Contractor or his subcontractors, suppliers, or vendors in connection with or incident to their Contract or the work to be performed hereunder.
- .2 Said duty to indemnify shall not be affected or in any way diminished by the fact that Harvest Sky Region Economic Development Corporation, the Board, any member of the Board, or Harvest Sky Region Economic Development Corporation's officers, agents or employees may have jointly caused or contributed to the liability or claim by their acts, omissions, conduct, or negligence. The indemnification obligation under this Section shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under the Worker's Compensation Act, or other employee benefit act.
- .3 The Contractor and its sureties expressly and specifically agree to waive any and all subrogation rights they may have against Harvest Sky Region Economic Development Corporation, its subsidiary districts, officers, employees, agents and volunteers which any insurer of Contractor may acquire by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Indemnification and waiver of subrogation contained in this section shall remain operative and in full force and effect regardless of any termination of this Contract.

**END OF SECTION**

1. GENERAL

1.1 Section Includes

- .1 Applications for progress payments.
- .2 Substantial performance procedures.
- .3 Release of hold-back procedures.
- .4 Price adjustments.

1.2 Related Sections

- .1 Shop Drawings, Product Data and Samples Section 01 33 23

1.3 Applications For Progress Payment

- .1 Submit an electronic progress payment form to Owner's Representative using an authorized electronic signature.
- .2 Make applications for payment on account as monthly as Work progresses.
- .3 Accompany applications with a Province of Alberta Statutory Declaration form.
- .4 Date applications for payment last day of agreed payment period and ensure amount claimed is for value, proportionate to amount of Contract, of Work performed and Products delivered to Place of Work as of that date.
- .5 Submit to Owner's Representative for review, minimum fourteen (14) days before first application for payment, identify schedule of values for parts of Work, identify value of work completed to date and total amount of Contract Price, so as to facilitate evaluation of applications for payment.
- .6 Submit required support documentation with applications for payment, including workers' compensation clearance certificates and statutory declarations, as necessary.
- .7 Owner's Representative will issue to Owner, no later than five (5) days after receipt of an application for payment, certificate for payment in amount applied for or in such other amount as Owner's Representative determines to be properly due.
- .8 If Owner's Representative amends application, Owner's Representative will give notification to Contractor, in writing, giving reasons for amendment. Contractor will review and resubmit application to Owner's Representative.

1.4 Progressive Release of Hold-Back

- .1 Where legislation permits, if Owner's Representative has certified that Work has been performed prior to Substantial Performance of the Work, Owner will pay hold-back amount retained for such Work, or products supplied, on day following expiration of hold-back period for such Work stipulated in lien legislation applicable to Place of the Work.
- .2 Notwithstanding provisions of preceding paragraph, and notwithstanding wording of such certificates, ensure that Subcontract Work or Products is protected pending issuance of final certificate for payment and be responsible for correction of defects or Work not performed regardless of whether or not such was apparent when such certificates were issued.

1.5 Substantial Performance of The Work

- .1 Submit a schedule of payments to Owner's Representative via electronic form using an authorized electronic signature.
- .2 Accompany applications with a Province of Alberta Statutory Declaration form.
- .3 Prepare and submit to Owner's Representative a comprehensive list of items to be completed or corrected. Failure to include an item on the list does not alter responsibility to complete the Contract.
- .4 Request Owner's Representative field review to establish Substantial Performance of the Work. Notify Owner's Representative forty-eight (48) hours in advance of date of field review.
- .5 Where permitted by local lien legislation, Contractor may apply for substantial performance of a designated portion of the Work, subject to Owner acceptance of that portion of the Work being substantially performed.
- .6 No later than five (5) days after receipt of list and application, Owner's Representative will review Work to verify validity of application, and no later than five (5) days after completing review, will notify Contractor if the Work, or the designated portion of the Work, is substantially performed.
- .7 Owner's Representative will state in their certificate the date of Substantial Performance of the Work, or the date of the designated portion of the Work, as applicable.
- .8 Immediately following issuance of certificate of Substantial Performance of the Work, in consultation with Owner's Representative, establish reasonable date for finishing Work.

1.6 Payment of Hold-Back on Substantial Performance of The Work

- .1 After issuance of Certificate of Substantial Performance of the Work:
  - .1 Submit an application via electronic form using an authorized electronic signature. for payment of hold-back amount.
- .2 After receipt of application for payment, Owner's Representative will issue certificate for payment of hold-back amount.
- .3 Amount authorized by certificate for payment of hold-back amount is due and payable on day following expiration of hold-back period stipulated in lien legislation applicable to Place of the Work.
  - .1 Where lien legislation does not exist or apply, hold-back amount is due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between parties.
  - .2 Owner may retain out of hold-back amount any sums required by law to satisfy any liens against Work or, if permitted by lien legislation applicable to Place of the Work, other third party monetary claims against Contractor which are enforceable against Owner.

1.7 Final Payment

- .1 Submit an application for final payment via electronic form using an authorized electronic signature.
- .2 Owner's Representative will, no later than five (5) days after receipt of an application for final payment, review Work to verify validity of application. Owner's Representative will give notification that application is valid or give reasons why it is not valid, no later than seven (7) days after reviewing Work.

- .3 Owner's Representative will issue final certificate for payment when application for final payment is determined valid.

**END OF SECTION**



**1. GENERAL**

1.1 Summary

.1 Provide submittals in accordance with requirements of the Contract Documents. Section includes:

- .1 Shop drawings and product data.
- .2 Samples.
- .3 Testing.
- .4 Certificates.

1.2 Related Sections

- .1 Shop Drawings, Product Data and Samples Section 01 33 23
- .2 Closeout Submittals Section 01 78 10

1.3 Administrative

- .1 Submit to Consultant submittals listed for review. Submit with reasonable promptness and in orderly sequence so as to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Work affected by submittal shall not proceed until review is complete.
- .3 Review submittals prior to submission to Owner's Representative. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and co-ordinated with requirements of Work and Contract Documents.
- .4 Submittals not stamped, signed, dated, identified as to specific project, and attesting to their being reviewed will be returned without being examined and shall be considered rejected.
- .5 Notify Owner's Representative in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- .6 Verify field measurements and affected adjacent Work are coordinated.
- .7 Contractor's responsibility for errors and omissions in submission is not relieved by Consultant's review of submittals.
- .8 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Consultant review.
- .9 Keep one (1) reviewed copy of each submission on site.

**END OF SECTION**

**1. GENERAL**

1.1 Section Includes

- .1 Submit to the Owner, for review, shop drawings, product data and samples called for by the Contract Documents and for such other items as the Owner may reasonably request.
- .2 Until submittal is reviewed, do not proceed with work involving the relevant product.

1.2 Related Sections

- .1 Submittal Procedures Section 01 33 00

1.3 References

- .1 Aluminum Association (AA)
  - .1 AAI DAF45, Designation System for Aluminum Finishes.
- .2 Canadian General Standards Board (CGSB)
  - .1 CGSB 41-GP-6M, Sheets, Thermosetting Polyester Plastics, Glass Fibre Reinforced.
- .3 Canadian Standards Association (CSA)
  - .1 CSA W47.2, Certification of Companies for Fusion Welding of Aluminum.
  - .2 CSA W59.2, Welded Aluminum Construction.
- .4 The Master Painters Institute (MPI)
  - .1 Architectural Painting Specification Manual.

1.4 Submittals

- .1 Sign Samples: 152 x 152 mm (6 x 6 inches) samples of each color and material.
- .2 Manufacturer's Literature:
  - .1 Showing the methods and procedures proposed for the anchorage of the signage system to each surface type.
  - .2 Manufacturer's printed specifications and maintenance instructions.
- .3 Sign Location Plan, showing location, type and total number of signs required.

1.5 Shop Drawings

- .1 Shop drawings means technical data specially prepared for work of this Contract; including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form.
- .2 Shop drawings to be based on the design intent as communicated in the drawings. Contractor to identify value engineering opportunities.
- .3 Indicate materials, thicknesses, sizes, finishes, colours, construction details, removable and interchangeable components, mounting methods, schedule of signs.

- .4 Submit drawn-to-scale details for individually fabricated or incised lettering indicating word and letter spacing.
  - .5 Submit representative sample of each type sign, sign image and mounting method, and required footings.
  - .6 Submit manufacturer's printed product literature panel signage or components, specifications and datasheet and include product characteristics, performance criteria, physical size, finish and limitations.
  - .7 Submit manufacturer's installation instructions and special handling criteria, installation sequence and cleaning procedures.
  - .8 Present shop drawings in a clear and thorough manner to appropriately illustrate the work.
  - .9 Identify field dimensions on drawings.
  - .10 Identify shop drawings by appropriate references to sheet, detail, or schedule numbers.
  - .11 Shop drawings to be reviewed and stamped by a professional Engineer where required.
  - .12 Maximum drawing size: 860 x 310 mm.
  - .13 Leave a clear space of 100 mm x 75 mm on each sheet of shop drawings for placement of the Consultant's review stamp.
  - .14 Provide one digital PDF copy to scale.
- 1.6 Samples
- .1 Samples means cuts or containers of materials or partial sections of manufactured or fabricated components which are physically identical to products proposed for use and which establish minimum standards by which the work will be judged.
  - .2 Label samples as to origin and intended use in the Work.
- 1.7 Submittal Preparation
- .1 Review, date and sign, shop drawings, product data and samples, prior to submission.
  - .2 Determine and verify:
    - .1 Field measurements.
    - .2 Field construction criteria.
    - .3 Catalogue numbers and similar data.
    - .4 Conformance with Contract Documents.
  - .3 Coordinate each submittal with requirements of work and Contract documents. Individual drawings will not be reviewed until all related shop drawing and product data are available.
  - .4 Notify the Owner, in writing, on the submittal and at the time of submission, of deviations from requirements of Contract Documents.
- 1.8 Submission Requirements
- .1 Make submittals sufficiently in advance of date that reviewed submittals will be required and in such sequence as to cause no delay in the Work.

- .2 Owner will provide due dates that are in advance of Council meetings to provide sufficient time for Administration review prior to presentation to municipal Councils.
  - .3 Accompany submittals with transmittal covering email, containing:
    - .1 Date.
    - .2 Project title and number.
    - .3 Contractor's name and address.
    - .4 Number of each shop drawing, product data and sample submitted.
    - .5 Other pertinent data.
  - .4 Submittals shall include:
    - .1 Date and revision dates.
    - .2 Project title and number.
    - .3 Name of:
      - .1 Contractor.
      - .2 Subcontractor.
      - .3 Supplier.
      - .4 Manufacturer.
      - .5 Name of detailer when details not prepared by Contractor, sub-contractor, or supplier.
    - .4 Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurements, and compliance with Contract Documents.
  - .5 Make corrections or changes to rejected submittals and resubmit, as specified for initial submission.
- 1.9 Responsibility for Errors, Omissions and Deviations
- .1 The Owner's review of submittals does not relieve Contractor from responsibility for errors and omissions, nor deviations from requirements of the Contract Documents.
- 1.10 Reproduction of Submittals
- .1 After final review, the Owner will reproduce at his expense, the number of copies he requires, and return reviewed reproducible documents. Contractor shall reproduce at his expense the number of copies required for performance of the Work.
- 1.11 Performance Requirements
- .1 Structural Calculations: Engage a Professional Engineer registered in Alberta to design sign structure and anchorage to withstand design loads.
  - .2 Thermal Movements: For exterior signs, allow for thermal movements from ambient and surface temperature changes 67 degrees C (120 degrees F) ambient and 100 degrees C (180 degrees F) material surfaces.
  - .3 Provide installed electrical components and sign installations bearing the label and certifications of Underwriter's Laboratories, Inc., and comply with provincial and federal codes for installation techniques, fabrication methods and general product safety.
- 1.12 Maintenance Data
- .1 Provide maintenance data for illuminated signs for incorporation into manual specified in Section 01 78 00 - Closeout Submittals.

1.13 Quality Assurance

- .1 Welding Certification in accordance with CSA W47.2.

1.14 Delivery and Storage

- .1 Deliver materials to job in manufacturer's original sealed containers with brand name marked thereon. Protect materials from damage.
- .2 Package to prevent damage or deterioration during shipment, handling, storage and installation. Maintain protective covering in place and in good repair until removal is necessary.
- .3 Deliver signs only when the site and mounting services are ready for installation work to proceed.
- .4 Store products in dry condition inside enclosed facilities.

1.15 Warranty

- .1 Minimum one-year warranty to be provided on all products, materials, and workmanship as described in CCDC12.

**2. PRODUCTS**

2.1 Materials

- .1 Aluminum extrusions: to AA 6063-T5 or AA 6006-T5.
- .2 Sheet aluminum: utility quality.
- .3 Prefinished sheet aluminum: plain utility sheet with manufacturer applied baked enamel finish 0.25 mm thick on face and 0.0076 mm thick on back.
- .4 Casting aluminum: CSA HA Series - HA.9-SG7ON-T6.
- .5 Acrylic sheet: polymethylmethacrylate (PMMA) cast sheet suitable for intended use in sign fabrication, colours as indicated.
- .6 Engraving sheet: lamicoid 3.2 mm thick plastic sheet, white core.
- .7 Polycarbonate sheet: ASTM C1349, Appendix X1, Type II (coated, mar resistant, UV stabilized polycarbonate) with coating on both sides.
- .8 Adhesives, paints, sealants and solvents for acrylic sheet: type recommended by sheet manufacturer for applicable condition.
- .9 Acrylic top-coat: clear, non-yellowing, exterior grade, satin finish, acrylic polyester resin protective coating, compatible with acrylic surface of type recommended by sheet manufacturer.
- .10 Aluminum finishes:
  - .1 Baked Enamel or Powder Coat Finish: AAMA 2603 with a minimum dry film thickness of 0.04 mm (1.5 mils).

2.2 Sign Graphics

- .1 Sign graphics to be well defined, arranged for balanced appearance, and properly word and letter spaced.

.2 Village and Town logo graphic files and usage guidelines will be provided by the Owner.

.3 Open Sans typeface, upper and lower case; sizes and thicknesses as indicated

### 2.3 Illuminated Signs

.1 Construct sign of an aluminum extrusion system including the following integral features:

.1 Concealed hinge for lamp access.

.2 Water relief channel.

.3 Ballast bracket channel and enclosed electrical raceway with cover.

.4 Internal flanges for attachment of additional structural supports and mounting to base.

.2 Halo illuminated fabricated aluminum letter, fully welded construction, utilizing minimum 3.2 mm (0.125 inch) wall aluminum for letter faces and edges and 6.4 mm (0.25 inch) acrylic back diffuser.

.1 Internal Illumination: 13 mm (0.5 inch) minimum glass luminous tube, with two strokes minimum per letter. Tubing illuminates white.

.2 Letters painted with acrylic polyurethane. Paint inside of letters high gloss white.

.3 Provide energy saving fluorescent lamps that are turned on or off by photocell.

.4 Provide power disconnect switch mounted on bottom or side away from traffic thoroughfare. Select lockable disconnect.

.5 Exposed electrical conduit runs are not acceptable.

### 2.4 General Fabrication Requirements

.1 Fabricate signs in accordance with details, specifications and shop drawings.

.2 Build units square, true, accurate to size, free from visual or performance defects.

.3 Accurately fit and securely join sections to obtain tight, closed joints.

.4 Allow for thermal movement without distortion of components.

.5 Exposed fasteners permitted only where indicated or approved by Owner and to be inconspicuous and same finish and colour as base material, or as noted.

.6 Polish exposed edges of plastic and metal to smooth, slightly convex profile.

.7 Apply bituminous paint to aluminum in contact with dissimilar metals, concrete or masonry.

.8 Manufacturer's nameplates on sign surface locations visible in completed work not acceptable.

## 3. EXECUTION

### 3.1 Installation

.1 Erect and secure signs plumb and level at elevations indicated.

.2 Comply with sign manufacturer's installation instructions and approved shop drawings.

.3 Mechanical attachment:

.1 For monument signs in highway right of way, use break-away bolts/supports.

- .2 To concrete or solid masonry use lag screws and expansion bolts or screws and fibre plugs, as appropriate for stresses involved.
- .3 To hollow masonry use toggle bolts or equivalent.
- .4 To steel use bolts with nut and lock washers, self-tapping screws, welding, as appropriate for stresses and metal thicknesses.
- .5 To wood use screws.
- .6 Secure into framing members behind stud walls or above ceilings.
- .7 Mechanical fasteners on exterior to be non-staining, non-ferrous type.
- .8 Fabricate special fasteners as required for installation conditions.
- .9 Mechanical fasteners and methods of attachment subject to Owner's approval. Obtain Owner's approval before fixing to structural steel.

3.2 Cleaning

- .1 Touch up exposed fasteners and connecting hardware to match color and finish of surrounding surface.
- .2 Leave signs clean. Remove debris from interior of sign boxes.
- .3 Touch up any damaged finishes.

3.3 Commissioning

- .1 Instruct Owner on care and cleaning.

**END OF SECTION**

1. GENERAL

1.1 Section Includes

- .1 Safety requirements and adherence.

1.2 References

- .1 Province of Alberta: Occupational Health and Safety Act, Regulation and Code, December 2021.

1.3 Safety Plan

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

1.4 Responsibility

- .1 The "Prime Contractor" according applicable local jurisdiction, is responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial, and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.
- .3 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of Work, and follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province of Alberta. Advise Owner's Representative verbally and in writing via email.

1.5 Submittals

- .1 Make submittals in accordance with Section 01 33 00.
- .2 Submit site-specific Health and Safety Plan: Within seven (7) days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
  - .1 Results of site-specific safety hazard assessment.
  - .2 Results of safety and health risk or hazard analysis for site tasks and operation.
- .3 Submit one (1) copy, via email, of Contractor's work site health and safety inspection reports to Owner's Representative on weekly basis.
- .4 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors to Owner's Representative.
- .5 Submit copies of incident and accident reports.
- .6 Submit Material Safety Data Sheets (MSDS) to Owner's Representative.



- .7 Owner's Representative will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within five (5) days after receipt of plan. Revise plan as appropriate and resubmit plan to Owner's Representative within ten (10) days after receipt of comments from Owner's Representative.
  - .8 Owner's Representative's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
  - .9 Medical Surveillance: Where prescribed by legislation, regulation or safety program, submit certification of medical surveillance for site personnel prior to commencement of Work, and submit additional certifications for any new site personnel to Owner's Representative.
  - .10 On-site Contingency and Emergency Response Plan: Address standard operating procedures to be implemented during emergency situations.
- 1.6 Safety Activities
- .1 Perform site specific safety hazard assessment related to project.
  - .2 Schedule and administer Health and Safety meeting with Owner's Representative prior to commencement of Work.
  - .3 Perform Work in accordance with this section.
- 1.7 Health And Safety Coordinator
- .1 Contractor will employ and assign to Work, competent and authorized representative as Health and Safety Coordinator. Health and Safety Coordinator must:
    - .1 Have minimum two (2) years' site-related working experience specific to activities associated with landscape construction.
    - .2 Have working knowledge of occupational safety and health regulations.
    - .3 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.
    - .4 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.
- 1.8 Posting of Documents
- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site.
- 1.9 Correction of Non-Compliance
- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owner's Representative.
  - .2 Provide Owner's Representative with written report, via email, of action taken to correct non-compliance of health and safety issues identified.
  - .3 Owner's Representative may stop Work if non-compliance of health and safety regulations is not corrected.
- 1.10 Hazardous Work
- .1 Blasting or other use of explosives is not permitted.

1.11 Work Stoppage

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

1.12 Fire Protection

- .1 Provide and maintain temporary fire protection equipment during performance of Work required by governing codes, regulations and bylaws.
- .2 Burning rubbish and construction waste materials is not permitted on site.
- .3 Protect the portions of the Work to remain during construction.

**END OF SECTION**

1. GENERAL

1.1 Section Includes

- .1 Tests and mix designs.
- .2 Mock-ups.

1.2 References

- .1 ISO/IEC 17025-2005 - General Requirements for the Competence of Testing and Calibration Laboratories.
- .2 SCC (Standards Council of Canada)

1.3 Inspection By Authority

- .1 Allow Authorities Having Jurisdiction access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection whenever portions of the Work are designated for special tests, inspections or approvals, either when described in the Contract Documents or when required by law in the Place of the Work.
- .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.

1.4 Review By Owner's Representative

- .1 Owner's Representative may order any part of the Work to be reviewed or inspected if Work is suspected to be not in accordance with Contract Documents.
- .2 If, upon review such work is found not in accordance with Contract Documents, correct such Work and pay cost of additional review and correction.
- .3 If such Work is found in accordance with Contract Documents, Owner will pay cost of review and replacement.

1.5 Access To Work

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

1.6 Procedures

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

- 1.7            Rejected Work
- .1            Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Owner's Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
  - .2            Make good other Contractor's work damaged by such removals or replacements promptly.
  - .3            If in opinion of Owner's Representative it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner may deduct from Contract Price the difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by Owner's Representative.
- 1.8            Reports
- .1            Submit one (1) electronic copy of signed inspection and test reports to Owner's Representative.
- 1.9            Tests and Mix Designs
- .1            Furnish test results and mix designs as may be requested.
  - .2            The cost of tests and mix designs beyond those called for in Contract Documents or beyond those required by law of Place of Work shall be appraised by Owner's Representative and may be authorized as recoverable.
- 1.10          Mock-Up
- .1            Prepare mock-up for Work as may be requested.
  - .2            Construct in all locations acceptable to Owner's Representative.
  - .3            Prepare mock-ups for Owner's review with reasonable promptness and in an orderly sequence, so as not to cause any delay in Work.
  - .4            Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
  - .5            If requested, Owner's Representative will assist in preparing a schedule fixing dates for preparation.
  - .6            Approved mock-up may remain as part of Work.

**END OF SECTION**

1. GENERAL

1.1 Section Includes

- .1 Temporary utilities.
- .2 Salvaging products for reuse.

1.2 Installation And Removal

- .1 Provide temporary utilities controls in order to execute work expeditiously.
- .2 Salvage and assist in recycling products for potential reuse.
- .3 Remove from site all such work after use.
- .4 This section describes requirements applicable to all Sections within Divisions 02 to 49.

1.3 Dewatering

- .1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.

1.4 Water Supply

- .1 Provide continuous supply of potable water for construction use.
- .2 Arrange for connection with appropriate utility company and pay all costs for installation, maintenance, and removal.
- .3 Pay for utility charges at prevailing rates.

1.5 Temporary Heating and Ventilation

- .1 Provide temporary heating required during construction period, as needed, including attendance, maintenance, and fuel.
- .2 Provide temporary heat and ventilation as required to:
  - .1 Facilitate progress of Work.
  - .2 Protect Work and products against dampness and cold.
  - .3 Prevent moisture condensation on surfaces.
  - .4 Provide ambient temperatures and humidity levels for storage, installation and curing of materials.
  - .5 Provide adequate ventilation to meet health regulations for safe working environment.
- .3 Maintain strict supervision of operation of temporary heating and ventilating equipment to:
  - .1 Conform with applicable codes and standards.
  - .2 Enforce safe practices.
  - .3 Prevent abuse of services.
  - .4 Prevent damage to finished Work.
- .4 Be responsible for damage to Work due to failure in providing adequate heat and protection during construction.

1.6 Temporary Power and Light

- .1 Contractor will provide a source for, and pay the costs of temporary power during construction for temporary lighting and operating of power tools.
- .2 Arrange for connection with appropriate utility company as necessary. Pay all costs for installation, maintenance and removal.
- .3 Provide and pay for temporary power for electric cranes and other equipment requiring temporary power in excess of above noted requirements.
- .4 Electrical power and lighting systems installed under this Contract may be used for construction requirements only with prior approval of Owner's Representative provided that guarantees are not affected. Make good damage to electrical system caused by use under this Contract. Replace lamps which have been used for more than three (3) months.

1.7 Temporary Communication Facilities

- .1 Provide and pay for temporary telephone, high speed internet equipment necessary for own use and use of Owner's Representative.

**END OF SECTION**

1. GENERAL

1.1 Section Includes

- .1 Construction aids.
- .2 Office and sheds.
- .3 Parking.
- .4 Project identification.

1.2 Related Sections

- .1 Temporary Utilities Section 01 51 00

1.3 Installation And Removal

- .1 Provide construction facilities in order to execute work expeditiously.
- .2 Remove from site all such work after use. Make good any damage as a result of construction facilities being on site.

1.4 Use of the Work

- .1 Confine work and operations of employees to areas identified as acceptable by Owner. Do not unreasonably encumber premises with Products.

1.5 Construction Parking

- .1 Parking will not be permitted on site.
- .2 Provide and maintain adequate access to project site.
- .3 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractors' use of roads.

1.6 Security

- .1 At Contractor's discretion, provide and pay for responsible security personnel to guard site and contents of site after working hours and during holidays. Owner will not be held responsible for any losses or third party damage to the work should the Contractor elect to forego site security.

1.7 Offices

- .1 At Contractor's discretion, provide office on site office, lighted to 75 lumen per sq ft and ventilated, of sufficient size (ATCO trailer or equivalent) to accommodate site meetings and furnished with drawing layout table. Should Contractor elect to forego providing an office on site, ensure there is a sheltered space available for drawing layout.
- .2 Provide a clearly marked and fully stocked first-aid case in a readily available location.
- .3 Subcontractors may provide their own offices as necessary. Prime Contractor to direct location of these offices.

- .1 Provide private washroom facilities on site, complete with flush or chemical type toilet, lavatory and mirror and maintain supply of paper towels and toilet tissue.
- .2 Maintain in clean condition.

1.8 Equipment, Tool and Materials Storage

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

1.9 Sanitary Facilities

- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.
- .2 Post notices and take such precautions as required by local health authorities.
- .3 Except where connected to municipal sewer system, periodically remove wastes from Site.
- .4 Keep sanitary facilities clean and fully stocked with the necessary supplies at all times.

**END OF SECTION**



1. GENERAL

1.1 Section Includes

- .1 Site enclosure.
- .2 Guardrails and barriers.
- .3 Weather enclosures.
- .4 Dust tight barriers.
- .5 Protection for off-site and public property.
- .6 Protection of applied finishes.
- .7 Protection of surrounding Work.

1.2 Related Sections

- .1 Temporary Utilities Section 01 51 00

1.3 Installation And Removal

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

1.4 Site Enclosure

- .1 Erect temporary site enclosure using new 1.2 m high orange snow fence wired to rolled steel "T" bar posts spaced at 2.4 m on centre.
  - .1 Provide one (1) lockable truck gate.
  - .2 Maintain fence in good repair during course of Work.
- .2 Provide barriers around trees and plants designated to remain. Make good any damages.
- .3 Protect existing elements to remain on site from damage by equipment and construction procedures. Make good any damages.

1.5 Protection for Off-Site and Public Property

- .1 Protect surrounding private and public property from damage during performance of Work.
- .2 Be responsible for, and make good, any damage incurred.

1.6 Protection of Applied Finishes

- .1 Provide protection for finished and partially finished surfaces and equipment during performance of Work.
- .2 Provide necessary screens, covers, and hoardings.
- .3 Be responsible for damage incurred due to lack of or improper protection.

- 1.7            Protection of Surrounding Work
- .1            Provide protection for finished and partially finished Work from damage.
  - .2            Provide necessary cover and protection.
  - .3            Be responsible for damage incurred due to lack of or improper or inappropriate protection.

**END OF SECTION**

**1. GENERAL**

1.1 Summary

- .1 Create an erosion and sediment control plan.
- .2 Prevent loss of soil during construction by storm water runoff and wind erosion.
- .3 Prevent sedimentation of storm water and receiving streams.
- .4 Prevent pollution of the air with dust and particulate matter.

1.2 References

- .1 Local erosion and sediment control guidelines.

1.3 Definitions

- .1 Erosion: Deterioration, displacement, or transportation of land surface by wind or water, intensified by land-clearing practices related to construction activities.
- .2 Rain or Rain Storm: An event defined causing the pooling of water on road or other impervious surfaces.
- .3 Sediment: Particulate matter transported and deposited as a layer of solid particles within a body of water.
- .4 Snow Melt: An event in snow conditions when the temperature is above 0 degrees C or when environmental conditions causing snow on the ground to melt.

1.4 Submittals

- .1 Provide requested information in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Provide within fourteen (14) days of date established for commencement of the Work.
- .3 Application for Payment: Concurrent with each application, provide the following Inspection Log information:
  - .1 Weekly inspection record.
  - .2 Report damages or deficiencies and maintenance of erosion and sediment control measures.
  - .3 Identify and address standing rainwater or snowmelt conditions.

**2. PRODUCTS**

2.1 Silt Fencing

- .1 Posts: Steel "T" cross section, of lengths as required.
- .2 Geotextile: Non-woven polypropylene filter fabric, resistant to ultra-violet degradation.

### 3. EXECUTION

#### 3.1 Preparation

- .1 Prepare Erosion and Sediment Control Plan (ESCP) conforming to local erosion and sediment control codes and standards, designed to meet the following:
  - .1 Prevent loss of soil by wind erosion and storm water runoff.
  - .2 Prevent sedimentation in storm sewer.
  - .3 Prevent air pollution by dust and particulate matter.

#### 3.2 Installation

- .1 Install silt fences as indicated on ESCP.

#### 3.3 Silt Fences

- .1 Place silt fences at right angles of flow.
- .2 Maximum drainage area for silt fences 0.25 acre per 35 m of fence length.
- .3 Install successive, parallel fences to achieve required degree of control.
- .4 Height: Minimum 400 mm, but not exceeding 1000 mm above ground surface.
- .5 Posts: Position posts downstream at maximum 1800mm on centre and extending minimum 400 mm into the ground. Secure or brace posts to prevent overturning due to sediment loading.
- .6 Bury geotextile at bottom of silt fence minimum 150 mm. Compact ground to prevent pullout.
- .7 Secure top of geotextile using wire or plastic ties.
- .8 Splice geotextile at support post locations by wrapping fabric around each of two (2) abutting support posts.

#### 3.4 Municipal Storm Water

- .1 Protect catch basins, drains, culverts and other points of entry into municipal storm water collection systems.

#### 3.5 Monitoring And Maintenance

- .1 Comply with maintenance requirements specified and with local standards.
- .2 Each Week: Inspect for erosion and sediment control measures, to ensure proper functions are not damaged.
- .3 Diversion Structures: Remove sedimentation when sediment exceeds 38 mm in depth; place in designated area.

#### 3.6 Clean-Up And Removal

- .1 Remove erosion and sediment control measures upon completion of Project.
- .2 Remove and dispose of materials.
- .3 Remove accumulated sediment or spread to match finished grade; ensure proper drainage.

- .4 Stabilize area disturbed by removal operations.

**END OF SECTION**

1. GENERAL

1.1 Section Includes

- .1 Field engineering survey services to measure and stake site.
- .2 Recording of subsurface conditions found.
- .3 Survey services to determine measurement inverts for the Work.
- .4 Requirements and limitations for cutting and patching the Work.

1.2 References

- .1 Owner's identification of existing survey control points and property limits.

1.3 Submittals

- .1 Submit name and address of Surveyor to Owner's Representative.
- .2 On request of Owner's Representative, submit documentation to verify accuracy of field engineering work.
- .3 Submit certificate signed by surveyor certifying and noting those elevations and locations of completed Work that conform and do not conform with Contract Documents.

1.4 Qualifications Of Surveyor

- .1 Qualified registered land surveyor, licensed to practice in the Place of the Work, acceptable to Owner's Representative.

1.5 Survey Reference Points

- .1 Existing base horizontal and vertical control points are designated on Drawings.
- .2 Locate, confirm and protect control points prior to starting site Work. Preserve permanent reference points during construction.
- .3 Make no changes or relocations without prior written notice to Owner's Representative.
- .4 Report to Owner's Representative when reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
- .5 Require surveyor to replace control points in accordance with original survey control.

1.6 SURVEY REQUIREMENTS

- .1 Establish two (2) permanent bench marks on site, referenced to established bench marks by survey control points.
- .2 Record locations, with horizontal and vertical data in Project Record Documents.
- .3 Establish lines and levels, locate and lay out, by instrumentation.
- .4 Stake for site grading, landscaping features locations, fill placement as needed.

- .5 Stake slopes as needed.
- .6 Stake locations of site lighting elements.
- .7 Establish lines and levels for electrical work.
- 1.7 Subsurface Conditions
  - .1 Promptly notify Owner's Representative in writing if discovered surface or subsurface conditions at Place of Work differ materially from those indicated in Contract Documents.
  - .2 Advise the Owner's Representative of a reasonable assumption of probable conditions when determined.
  - .3 After prompt investigation, should Owner's Representative determine that conditions do differ materially, instructions will be issued for changes in Work as provided in Changes or Change Orders set out in Section 01 29 00.
- 1.8 Examination
  - .1 Inspect existing conditions, including elements or adjacent Work subject to irregularities, damage, movement, including Work during cutting and patching.
  - .2 After uncovering, inspect conditions affecting performance of the Work.
  - .3 Beginning of cutting or patching means acceptance of existing conditions.
- 1.9 Preparation
  - .1 Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.
  - .2 Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.
- 1.10 Existing Services
  - .1 Before commencing work, establish location and extent of service lines in area of Work and notify Owner's Representative of findings.
  - .2 Remove abandoned service lines within 2 m of structures. Cap or seal lines at cut-off points as directed by Owner's Representative.
- 1.11 Location of Equipment and Fixtures
  - .1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.
  - .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
  - .3 Inform Owner's Representative of impending installation and obtain approval for actual location.
  - .4 Submit field drawings to indicate relative position of various services and equipment when required by Owner's Representative.

1.12            Survey Record

- .1            Maintain a complete, accurate log of control and survey work as it progresses.
- .2            On completion of major site improvements, prepare a certified survey showing dimensions, locations, angles and elevations of Work.
- .3            Record locations of maintained, re-routed and abandoned service lines.

**END OF SECTION**



**1. GENERAL**

1.1 Section Includes

- .1 Progressive cleaning.
- .2 Cleaning prior to acceptance.

**2. PRODUCTS**

2.1 Cleaning Materials

- .1 Cleaning Agents and Materials: Low VOC content.

**3. EXECUTION**

3.1 Progressive Cleaning

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, including that caused by Owner or other Contractors.
- .2 Remove waste materials from site at regularly scheduled times or dispose of as directed by Owner. Do not burn waste materials on site, unless approved by Owner.
- .3 Clear snow and ice from area of construction, bank or pile snow in designated areas only.
- .4 Make arrangements with, and obtain permits from, Authorities Having Jurisdiction for disposal of waste and debris. Pay for all disposal charges.
- .5 Containers:
  - .1 Provide on-site steel framed, hinged lid containers for collection of waste materials and debris.
  - .2 Provide and use clearly marked, separate bins for recycling.
- .6 Remove waste material and debris from site at end of each working day.
- .7 Dispose of waste materials and debris off site.
- .8 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .9 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .10 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate finished work.

3.2 Cleaning Prior to Acceptance

- .1 Prior to applying for Substantial Performance of the Work, remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.

- .3 Prior to final review, remove surplus products, tools, construction machinery and equipment.
- .4 Remove waste products and debris including that caused by Owner or other Contractors.
- .5 Remove waste materials from site at regularly scheduled times or dispose of as directed by Owner. Do not burn waste materials on site, unless approved by Owner.
- .6 Make arrangements with and obtain permits from Authorities Having Jurisdiction for disposal of waste and debris. Pay for all disposal charges.
- .7 Remove stains, spots, marks and dirt from work.
- .8 Clean lighting reflectors, lenses, and other lighting surfaces.
- .9 Clean and polish surface finishes of site furniture, as recommended by manufacturer.
- .10 Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
- .11 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .12 Remove dirt and other disfiguration from exterior surfaces.
- .13 Sweep and wash clean paved areas.
- .14 Remove debris and surplus materials from other accessible concealed spaces.
- .15 Remove snow and ice from access to facilities.

3.3 Final Product Cleaning

- .1 Clean site; sweep paved areas, rake clean landscaped surfaces.
- .2 Remove waste and surplus materials, rubbish, and construction facilities from the site.

**END OF SECTION**

1. GENERAL

1.1 Section Includes

- .1 Inspections and declarations.
- .2 Closeout submittals.
- .3 Operation and maintenance manual format.
- .4 Contents each volume.
- .5 Recording actual site conditions.
- .6 Record (as-built) documents and samples.
- .7 Record documents.
- .8 Final survey.
- .9 Warranties and bonds.

1.2 Related Sections

- .1 Submittal Procedures Section 01 33 00
- .2 Quality Control Section 01 45 00

1.3 Inspections and Declarations

- .1 Contractor's Inspection: Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
  - .1 Notify Owner's Representative in writing, via email, of satisfactory completion of Contractor's Inspection and that corrections have been made.
  - .2 Request Owner's Representative's Inspection.
- .2 Owner's Representative's Inspection: Owner's Representative and Contractor will perform inspection of Work to identify defects or deficiencies. Contractor to correct defective and deficient Work accordingly.
- .3 Completion: Submit written certificate that following have been performed:
  - .1 Work has been completed and inspected for compliance with Contract Documents.
  - .2 Defects have been corrected and deficiencies have been completed.
  - .3 Equipment and systems, including irrigation systems, have been tested, adjusted and are fully operational.
  - .4 Certificates required by authorities having jurisdiction have been submitted.
  - .5 Operation of systems have been demonstrated to Owner's personnel, as required.
  - .6 Work is complete and ready for Final Inspection.
- .4 Final Inspection: When items noted above are completed, request final inspection of Work by Owner's Representative, Owner, and Contractor. If Work is deemed incomplete by Owner, complete outstanding items and request reinspection.
- .5 Declaration of Substantial Performance: When Owner considers deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for Substantial Performance of the Work.

- .6 Commencement of Warranty Periods: The date of Substantial Performance of the Work shall be the date for commencement of the warranty period.
- .7 Commencement of Lien Periods: The date of publication of the certificate of Substantial Performance of the Work shall be the date for commencement of the lien period, unless required otherwise by the lien legislation applicable at the Place of the Work.
- .8 Final Payment: When Owner considers final deficiencies and defects have been corrected and it appears requirements of Contract have been completed, make application for final payment.
- .9 Payment of Hold-back: After issuance of certificate of Substantial Performance of the Work, submit an application for payment of hold-back amount.

1.4 Closeout Submittals

- .1 Prepare instructions and data using personnel experienced in maintenance and operation of described products.
- .2 Copy will be returned after final inspection with Owner's Representative's comments.
- .3 Revise content of documents as required prior to final submittal.
- .4 Two (2) weeks prior to Substantial Performance of the Work, submit to the Owner, two (2) final copies (PDF format) of operating and maintenance manuals in Canadian English.
- .5 Ensure spare parts, maintenance materials and special tools provided are new, undamaged or defective, and of same quality and manufacture as products provided in Work.
- .6 If requested, furnish evidence as to type, source and quality of products provided.
- .7 Defective products will be rejected, regardless of previous inspections. Replace products at own expense.
- .8 Pay costs of transportation.

1.5 Operation And Maintenance Manual Format

- .1 Organize data in the form of an instructional manual.
- .2 Binders: vinyl, hard covered, 3 'D' ring, loose leaf with spine and face pockets.
- .3 When multiple binders are used, correlate data into related consistent groupings. Identify contents of each binder on spine.
- .4 Cover: Identify each binder with type or printed title 'Project Record Documents'; list title of project and identify subject matter of contents.
- .5 Arrange content by under Section numbers and sequence of Table of Contents.
- .6 Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- .7 Text: Manufacturer's printed data, or typewritten data.
- .8 Drawings: provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

- .9 Provide PDF files and CAD files in \*.dwg AutoCAD format to Owner's Representative and Owner.
- 1.6 Contents - Each Volume
  - .1 Table of Contents: Provide:
    - .1 Title of project.
    - .2 Date of submission.
    - .3 Names, addresses, and telephone numbers of Owner's Representative and Contractor with name of responsible parties.
    - .4 Schedule of products and systems, indexed to content of volume.
  - .2 For each product or system, list names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
  - .3 Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
  - .4 Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
  - .5 Certificate of Acceptance: Relevant certificates issued by Authorities Having Jurisdiction, including code compliance certificate.
- 1.7 Recording Actual Site Conditions
  - .1 Record information on set of black line opaque drawings, and within the Project Manual.
  - .2 Annotate with coloured felt tip marking pens, maintaining separate colours for each major system, for recording changed information.
  - .3 Record information concurrently with construction progress. Do not conceal Work of the Project until required information is accurately recorded.
  - .4 Contract drawings and shop drawings: legibly mark each item to record actual construction, including:
    - .1 Measured depths of elements of foundation in relation to finish grade datum.
    - .2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
    - .3 Field changes of dimension and detail.
    - .4 Changes made by change orders.
    - .5 Details not on original Contract Drawings.
    - .6 References to related shop drawings and modifications.
  - .5 Specifications: legibly mark each item to record actual construction, including:
    - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
    - .2 Changes made by Addenda and change orders.
  - .6 Other Documents: Maintain manufacturer's certifications and inspection certifications required by individual specifications sections.
- 1.8 Record (As-Built) Documents and Samples
  - .1 In addition to requirements in General Conditions, maintain for Owner's Representative and Owner, one (1) record copy of:

- .1 Contract Drawings.
  - .2 Specifications.
  - .3 Addenda.
  - .4 Change Orders and other modifications to the Contract.
  - .5 Reviewed shop drawings, product data, and samples.
  - .6 Field test records.
  - .7 Inspection certificates.
  - .8 Manufacturer's certificates.
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- .2 Store as-built documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage as appropriate.
  - .3 Label as-built documents and file in accordance with section number listings in List of Contents of the Project Manual. Label each document AS-BUILT DOCUMENTS in neat, large, printed letters.
  - .4 Maintain as-built documents in clean, dry and legible condition. Do not use as-built documents for construction purposes.
  - .5 Keep as-built documents and samples available for review by Owner's Representative.
- 1.9 Record Documents
- .1 Prior to Substantial Performance of the Work, electronically transfer the marked-up information from the as-built documents (in PDF and AutoCAD format) to a master set of drawing files, as follows:
  - .2 Mark revised documents as RECORD DOCUMENTS. Include all revisions.
  - .3 Employ a competent computer draftsman to indicate changes on the electronic set of record drawings. Provide updated record drawings in AutoCAD and PDF formats.
  - .4 Submit completed record documents to Owner and Owner's Representative via email or appropriate FTP service.
- 1.10 Final Survey
- .1 Submit final site survey drawing in AutoCAD and PDF format, certifying that elevations and locations of completed Work are in conformance, or non-conformance with Contract Documents.
  - .2 Inaccurate or neglectful information shall become a liability of the Contractor.
- 1.11 Warranties And Bonds
- .1 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
  - .2 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
  - .3 Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work.
  - .4 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Performance is determined.
  - .5 Verify that documents are in proper form, contain full information, and are notarized.
  - .6 Co-execute submittals when required.

- .7 Retain warranties and bonds until time specified for submittals.

**END OF SECTION**