
PROJECT NUMBER:

504-0485-2303-0101

KELOWNA 1, 2 PAVILION

VERNON BRITISH COLUMBIA STAKE

696 GLENMORE ROAD
KELOWNA, BC, V1Y 7P9

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

PROJECT MANUAL: STAKE PAVILION

FACTION^{INC.}
ARCHITECTURE

1919 10th Avenue S.W.
Calgary, Alberta,
T3C 0K3
(403) 523 7943

CONSULTANTS

STRUCTURAL

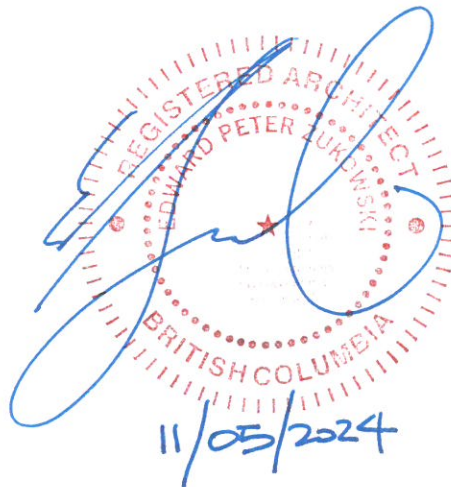
ROCKY MOUNTAIN ENGINEERING INC.
Suite 205 - 5718 1A Street S.W.
Calgary, Alberta T2H 0E8
(403) 274-0227

FACTION ARCHITECTURE INC. FILE NUMBER: 24112

DATE: NOVEMBER 2024

SET NUMBER:

INTRODUCTORY INFORMATION



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INTRODUCTORY INFORMATION

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INVITATION TO BID

(CANADA)

1. GENERAL CONTRACTORS INVITED TO BID THE PROJECT:

A. To be announced and issued on Separate list.

2. PROJECT: KELOWNA 1, 2 PAVILION

Vernon British Columbia Stake

Project Identification Number: 504-0485-2303-0101

3. LOCATION: 696 Glenmore Road

Kelowna, BC V1Y 7P9

4. OWNER:

The Church of Jesus Christ of Latter-day Saints in Canada, an Alberta special act corporation

c/o Jim Kyle, Project Manager

Canada Calgary Project Management Office

7040 Farrell Road SE, Room 109

Calgary, Alberta, Canada T2H 0T2

Phone: (403) 869-1521

kylejr@churchofjesuschrist.org

5. CONSULTANT:

Faction Architecture Inc.

1919 – 10th Avenue S.W.

Calgary, Alberta T3C 0K3

Attention: Ed Zukowski

Phone: (403) 523-7943 Ext 203

ezukowski@factionprojects.com

6. DESCRIPTION OF PROJECT:

A. Description of Project and Major Components:

1. New open air pavilion c/w partial height screen wall (2 sides).

7. TYPE OF BID: Bids will be on a lump-sum basis. Segregated bids will not be accepted.**8. TIME OF SUBSTANTIAL PERFORMANCE:** The time limit for substantial performance of this work will be **120 calendar days** and will be as noted in the Agreement.**9. PRE-BID CONFERENCE:**

A. A pre-bid conference will be held at _____ at:

CONSLOG online bidding tool.

Attendance by representative authorized to speak for Bidder (General Contractor) is mandatory.

10. BID OPENING:

A. Bids will be received and publicly opened at _____ at:

CONSLOG electronic submission

Contractors will be sent an invite from the Owner

c/o Jim Kyle, Project Manager

Canada Calgary Project Management Office

Phone: (403) 869-1521

Email: kylejr@churchofjesuschrist.org

11. BIDDING DOCUMENTS:

A. Bidding Documents may be examined at the following plan room locations:

1. The Office of the Consultant
Faction Architecture Inc.
1919 – 10th Avenue S.W.
Calgary, Alberta T3C 0K3
Attention: Ed Zukowski

Phone: (403) 523-7943 Ext 203
ezukowski@factionprojects.com

B. Bidding Documents may be obtained by invited General Contractors at the Office of the Consultant.

1. Return all Tendering Documents in good condition within five days after Bid Date. Any person of firm who retains these Documents longer than this stipulated time shall not be invited to bid future projects.
2. **Bid Documents will also be available for pick up by invited General Contractors at the pre-bid conference.**

12. BID BOND: Not required.

13. BIDDER'S QUALIFICATIONS: Bidding by the General Contractors will be by invitation only.

14. OWNER'S RIGHT TO REJECT BIDS: Owner reserves the right to reject any or all bids and to waive any irregularity therein.

15. SITE ACCESS FOR VIEWING:

- A. The site is existing and open to view. As a courtesy, Contractors shall make arrangements for viewing the site by contacting Mr. Eric Perrin, Facilities Manager, Vancouver BC East FM Office. (778) 588-7081

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS (CANADA)

1. DOCUMENTS:

- A. Bidding Documents include Bidding Requirements and proposed Contract Documents. Proposed Contract Documents consist of:
 - 1. Contractor's Bid Proposal and R and I Project Agreement
 - 2. Other documents included by reference
 - 3. Addenda.
- B. Bidding Requirements are those documents identified as such in proposed Project Manual.
- C. Addenda are written or graphic documents issued prior to execution of the Contract which modify or interpret the Bidding Documents. They become part of the Contract Documents as noted in the Contractor's Bid Proposal and R and I Project Agreement upon execution of the Agreement by Owner.

2. BIDDER'S REPRESENTATIONS:

- A. By submitting a bid proposal, bidder represents that
 - 1. Bidder has carefully studied and compared Bidding Documents with each other. Bidder understands the Bidding Documents and the bid is fully in accordance with the requirements of those documents,
 - 2. Bidder has thoroughly examined the site and any building located thereon, has become familiar with local conditions which might directly or indirectly affect contract work, and has correlated its personal observations with requirements of proposed Contract Documents, and
 - 3. Bid is based on materials, equipment, and systems required by Bidding Documents without exception.

3. BIDDING DOCUMENTS:

- A. Copies
 - 1. Owner will provide the Bidding Documents as set forth in the Invitation to Bid.
 - 2. Partial sets of Bidding Documents will not be issued.
 - 3. Bidders will use complete sets of Bidding Documents in preparing bids and make certain that those submitting sub-bids to them have access to all portions of the documents that pertain to the work covered by sub-bid, including R and I Project Agreement Conditions and Division 01. Bidder assumes full responsibility for errors or misinterpretations resulting from use of partial sets of Bidding Documents by itself or any sub-bidder.
- B. Interpretation Or Correction Of Bidding Documents
 - 1. Bidders will request interpretation or correction of any apparent errors, discrepancies, and omissions in the Bidding Documents.
 - 2. Corrections or changes to Bidding Documents will be made by written Addenda.
- C. Substitutions And Equal Products
 - 1. Equal products may be approved upon compliance with Contract Document requirements.
 - 2. Base bid only on materials, equipment, systems, suppliers or performance qualities specified in the Bidding documents.
 - 3. Where a specified product is identified as a "quality standard", products of other manufacturers that meet the performance, properties, and characteristics of the specified "quality standard" may be used without specific approval as a substitute.

- D. Addenda. Addenda will be sent to bidders and to locations where Bidding Documents are on file no later than one week prior to bid opening or by fax or other electronic means no later than 48 hours prior to bid opening.

4. BIDDING PROCEDURES:

- A. Form and Style Of Bids
1. General Contractor's electronic submission on the CONSLOG website.
- B. Submission of Bids
1. General Contractor's electronic submission on the CONSLOG website.
 2. It is the bidder's sole responsibility to see that its bid is received at specified time. Bids received after the specified bid opening time will not be accepted.
- C. Modification Or Withdrawal Of Bid
1. Bidder guarantees there will be no revisions or withdrawal of bid amount for 45 days after bid opening.
 2. Prior to bid opening, bidders may withdraw bid from online bidding tool.

5. CONSIDERATION OF BIDS:

- A. Opening Of Bids - See Invitation To Bid.
- B. Acceptance Of Bid
1. No bidder will consider itself under contract after opening and reading of bids until Owner accepts Contractor's Bid Proposal by executing same.
 2. Bidder's past performance, organization, subcontractor selection, equipment, and ability to perform and complete its contract in manner and within time specified, together with amount of bid, will be elements considered in award of contract.

6. POST-BID INFORMATION:

- A. The conditionally accepted bidder submitting a bid involving subcontractors will submit its list of proposed subcontractors and/or suppliers within 24 hours after bid opening.

7. PERFORMANCE BOND AND PAYMENT BOND:

- A. None required.

8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

- A. Agreement form will be "Small Project Agreement Between Owner and Contractor (Canada)" provided by Owner.

9. MISCELLANEOUS:

- A. Pre-Bid Conference. A pre-bid conference may be held at a time and place to be announced.
1. See Invitation to Bid.
- B. Examination Schedule for Existing Building and Site
1. See Invitation to Bid.

END OF DOCUMENT

CONSTRUCTION MATERIAL ASBESTOS STATEMENT

R and I PROJECTS (CANADA)

Building Name: Kelowna 1, 2 Pavilion

Building Plan Type: Stake Pavilion

Building Address: 696 Glenmore Road, Kelowna, BC V1Y 7P9

Owner: The Church of Jesus Christ of Latter-day Saints in Canada, an Alberta special act corporation

Property Number: 504-0485

Completion Date:

As CONTRACT CONSULTANT and principal in charge; based on my best knowledge, information, inspection, and belief; I certify that on the above referenced Project, no asbestos containing building materials were specified in the construction documents or given approval in shop drawings or submittals.

Date

Contract Consultant and Principal in charge

Faction Architecture Inc

Company Name

As Contractor in charge of construction; based on my best knowledge, information, inspection, and belief; I certify that on the above referenced building, no asbestos containing building materials were used in the construction.

Date

Contractor in charge

Company Name

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SMALL PROJECT AGREEMENT BETWEEN OWNER AND CONTRACTOR (Canada)

The Church of Jesus Christ of Latter-day Saints in Canada, an Alberta special act corporation, ("Owner") and _____ ("Contractor") enter into this *Small Project Agreement Between Owner and Contractor (Canada)* ("Agreement") and agree as follows:

1. **Property/Project.**

Property/Project Number: _____
Property Address ("Project Site"): _____
Project Type: _____
Project Name ("Project"): _____
Stake Name: _____

2. **Scope of Work.** Contractor will furnish all labour, materials, tools, and equipment necessary to complete the Work in accordance with the Contract Documents. The Work is all labour, materials, tools, equipment, construction, and services required by the Contract Documents (the "Work").

3. **Contract Documents.** Contract Documents consist of:

- a. This Agreement;
- b. Supplementary Conditions for Small Project Agreement Between Owner and Contractor (Canada);
- c. The Specifications (Division 01 and Divisions _____);
- d. Drawings entitled and dated _____;
- e. Addendum No. with date(s) _____;
- f. All written Field Changes, written Construction Change Directives and written Change Orders when prepared and signed by Owner and Contractor.

4. **Compensation.** Owner will pay Contractor for performance of Contractor's obligations under the Contract Documents the sum of _____ Canadian Dollars (CA\$_____) plus GST/HST/PST/QST, where imposed (the "Contract Sum"). This Contract Sum includes all labour, materials, equipment, tools, costs, expenses, work and services of Contractor and its subcontractors necessary to perform the Work in accordance with the terms of this Agreement, including without limitation travel, communications, and copying costs.

5. **Payment.**

- a. If the Contract Sum is over CA\$100,000 or if otherwise requested by Owner, Contractor will submit to Owner a schedule of values which allocates the Contractor's Bid Proposal Amount to various portions of the Work. This schedule, when accepted by Owner will be used as a basis for reviewing Contractor's payment requests.
- b. Not more than once each month, Contractor will submit a payment request to Owner. Owner will pay Contractor for work completed plus GST/HST/PST/QST, where imposed, within thirty (30) days after Owner receives:
 - 1) Contractor's payment request for work to date;
 - 2) a certification by Contractor that Contractor has paid for all labour, materials, and equipment relating to the Work covered by prior payment requests and that Contractor will pay for all labour, materials, and equipment relating to the Work covered by the current payment request;
 - 3) releases of all mechanics' liens and claims of subcontractors, labourers, or material suppliers who supplied labour and/or materials for the Work covered by the payment request;
 - 4) up to date evidence of compliance with applicable workers compensation legislation and as provided herein and a statement from the provincial authority administering workers compensation authorizing payment and release of the requested funds;
 - 5) Statutory Declarations on Forms CCDC 9A and/or 9B (2001), as applicable, by Contractor and its subcontractors; and
 - 6) updated Construction Schedule.
- c. Owner may modify or reject the payment request if, in Owner's opinion, the Work for which payment is requested is not acceptable or is less complete than represented on the payment request.

- d. Contractor will timely pay subcontractors their portion of fees and expenses that Owner has paid to Contractor.
6. **Extras and Change Orders.**
- a. Owner may order changes in the Work by altering, adding to, or deducting from the Work. In the event of such a change, the Contract Sum and/or the time of completion will be adjusted to reflect the change by means of a written Change Order signed by Contractor and Owner. Contractor will not commence work on any change until either: (a) Contractor and Owner have executed a Change Order; or (b) Owner has issued a written order for the change acknowledging that there is a dispute regarding the compensation adjustment relating to the change. If Contractor proceeds with a change in the Work without complying with the preceding sentence, Contractor agrees that it will not be entitled to any additional compensation for such change.
 - b. For any Change Order, Contractor will timely furnish a proposal for the Change Order containing a price breakdown itemized as required by Owner. The break down will be in sufficient detail to allow Owner to determine any increase or decrease in the Contractor's direct out of pocket cost to perform the Change Order Work. Any amount claimed for Subcontractors will be supported by a similar price breakdown and will itemize the Subcontractor's direct out of pocket costs as well as profit and overhead charges resulting from the Change in the Work. Profit and overhead will be subject to the following limitations:
 1. The Subcontractor's profit and overhead will not exceed eight (8%) percent of Subcontractor's Direct Costs.
 2. Contractor's profit and overhead mark-up on work performed by its own crews will not exceed five (5%) percent of Contractor's direct out of pocket costs for such work.
 3. Contractor's profit and overhead mark up on work performed by Subcontractors will not exceed five percent (5%).
 4. Amounts due Owner as a result of a credit change will be the actual net decrease in the Contractor's direct out of pocket costs to perform the Work as a result of the Change in the Work. Overhead and profit for the Change Order will be calculated based on the net increase or decrease in Contractor's direct out of pocket costs resulting from the Change in the Work.
7. **Warranty and Correction of Work.** For all Work, services, labour, materials, products, and equipment provided under the Contract Documents, Contractor provides and extends to Owner all statutory, common law, and standard industry warranties as well as those warranties set forth in Owner's Contract Documents. Unless a longer period is specified by Owner's Contract Documents or otherwise, Contractor, at a minimum and in addition to all other warranties, warrants all Work under the Contract Documents for at least one year. Specifically, and without limitation, Contractor will promptly correct at its own expense:
- a. any portion of the Work which
 - 1) fails to conform to the requirements of the Contract Documents, or
 - 2) is rejected by the Owner as defective or because it is damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
 - b. any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of completion of the Work or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents.
8. **Time of Completion.** Contractor will complete the Work and have it ready for Owner's inspection within _____ (_____) calendar days from Notice to Proceed issued by Owner. Time is of the essence. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner, or by changes in the Work, or by strikes, lockouts, unusual delay in transportation, unavoidable casualties, or acts of nature beyond Contractor's control, then the time for completion will be extended by the time that completion of the Work is delayed. However, Contractor expressly waives any damages for any such delays.
9. **Owner Provided Items.** Owner may provide furnishings, equipment, and/or other items for the Project. Contractor will install items furnished by Owner and/or receive, store, and protect such items on site until the date Owner accepts the Project.
10. **Product Requirements.** Contractor will provide products that comply with Contract Documents, are undamaged, and, unless otherwise indicated, are new and unused at time of installation. Contractor will provide products complete with accessories, trim, finish, safety guards, and other devices and details needed

for complete installation and for intended use and effect.

11. **Permits, Surveys, and Taxes.** Contractor will obtain and pay for all permits and licenses, and also pay any applicable taxes. Contractor will also obtain and pay for any surveys it needs to perform the Work.
12. **Independent Contractor Relationship.** Contractor is not an agent or employee of Owner but is an independent contractor.
13. **Comply with Laws.** Contractor will comply and ensure that all subcontractors comply with all applicable laws, ordinances, rules, regulations, covenants, and restrictions.
14. **Indemnity and Hold Harmless.**
 - a. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, liens, damages, liability, demands, costs, judgments, awards, settlements, causes of action, losses and expenses (collectively "Claims" or "Claim"), including but not limited to legal fees (on a solicitor and his own client basis), consultant fees, expert fees, copy costs, and other costs and expenses, arising out of or resulting from performance of or failure to perform the Work, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Owner from all losses or injury to Owner's property, except to the extent that such loss or injury arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to completion of the Work. In the event that any Claim is caused in part by a party indemnified hereunder, that party will bear the cost of such Claim to the extent it was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. Contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party.
 - b. In addition to the foregoing, Contractor will be liable to defend Owner in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Owner's property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate provincial and/or local jurisdiction and provide Owner with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Owner in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.
 - c. In addition to the foregoing, Contractor will indemnify and hold Owner harmless from any claim of any other contractor resulting from the performance, nonperformance or delay in performance of the Work by Contractor.
 - d. The indemnification obligation herein will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts.
15. **Work Restrictions.** Contractor will ensure that Contractor, its agents, employees, and subcontractors:
 - a. Do not use or consume alcohol or cannabis, or illegally use drugs, on the Project Site or enter on or perform any Work on the Project Site while under their influence.
 - b. Do not smoke or vape anything on the Project Site. Do not use tobacco in any form on the Project Site.
 - c. Do not perform Work on the Project Site on Sundays except for emergency work.
 - d. Refrain from using profanity or being discourteous or uncivil to others on the Project Site or while performing Work under this Agreement.
 - e. Do not view or allow pornographic or other indecent materials on the Project Site.
 - f. Do not play obnoxious and/or loud music on the Project Site. Do not play any music within existing facilities.
 - g. Refrain from wearing immodest, offensive, or obnoxious clothing, while on the Project Site.

- h. Do not bring weapons on the Project Site.
16. **Safety Hazards.** Contractor will ensure that no work or services will be performed that may pose an undue safety hazard to Contractor, Contractor's employees, or any other person.
17. **Contractor's Insurance.** Prior to performing any work, Contractor will obtain and maintain during the term of this Agreement the following insurance:
- a. Workers Compensation Insurance (or evidence of exemption) for Contractor in the Province in which the Project is located. The Contractor will provide to Owner a "Certificate of good standing" from the Contractor's applicable Provincial Safety and Insurance Board. In addition, Contractor will ensure, and collect evidence thereof, that each subcontractor obtains and maintains Workers Compensation Insurance for all persons of each Subcontractor.
 - b. Commercial General Liability Insurance. The insurance coverage will not be less than the insurance required by IBC Form 2100, or its equivalent replacement, provided that IBC Form 2100 will contain the latest edition of the relevant Canadian Construction Documents Committee ("CCDC") endorsement form. To achieve the desired limit, umbrella or excess liability insurance may be used. The policy will provide primary coverage in the event of any Occurrence, Claim, or Suit, with limits of the greater of: (1) Contractor's actual coverage amounts or (2) One Million Canadian Dollars (CA\$1,000,000) per occurrence and Two Million Canadian Dollars (CA\$2,000,000) in the aggregate, Five Hundred Thousand Canadian Dollars (CA\$500,000) non owned automobile, and One Million Canadian Dollars (CA\$1,000,000) Employer's Liability Insurance. Contractor's insurer will add Owner as an additional insured on this policy by endorsement or its equivalent.
 - c. Automobile Liability Insurance (1) having a combined single limit per occurrence for bodily injury, death, and damage to property in the amount of no less than Five Hundred Thousand Canadian Dollars (CA\$500,000), and (2) covering all licensed vehicles owned or leased by Contractor. Where the policy has been issued pursuant to a government operated automobile insurance system, Contractor will provide Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

Contractor will provide evidence of these insurance coverages to Owner by providing a CSIO insurance certificate or its equivalent: (1) listing Owner as the Certificate Holder and Additional Insured on the general liability and any excess liability policies, (2) listing the insurance companies providing coverage (all companies must either i) be included on the Office of the Superintendent of Financial Institution – OSFI listing of Federally regulated Financial Institutions, or ii) be in AM Best's guide and have a rating of B+ VII or better), (3) attaching the endorsements set forth above for the certificate of liability insurance, and (4) bearing the name, address and telephone number of the producer and signed by an authorized representative of the producer. Notwithstanding the foregoing, Owner may, in writing and at its sole discretion, modify these insurance requirements.

18. **Resolution of Disputes.** In the event there is any dispute arising under the Contract Documents which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to Director of Architecture, Engineering, and Construction, 50 East North Temple, Salt Lake City, Utah 84150, who will convene a dispute resolution conference within thirty (30) days. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference or be time barred. Submission of the dispute to the Director as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the Director, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and expenses (including legal fees on a solicitor and his own client basis) incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses. Pending final resolution of a dispute hereunder, Contractor will proceed diligently with the performance of its obligations pursuant to this Agreement.

19. **Termination by Contractor.** In the event Owner materially breaches any term of the Contract Documents, Contractor will promptly give Written Notice of the breach to Owner. If Owner fails to cure the breach within ten (10) days of the Written Notice, Contractor may terminate this Agreement by giving Written Notice to Owner and recover from Owner the percentage of the Contract Sum represented by the Work completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation or damages as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
20. **Termination by Owner for Cause.** Should Contractor fail to timely provide Owner with the certificates of insurance, make a general assignment for the benefit of its creditors, fail to apply enough properly skilled workmen or specified materials to properly prosecute the Work in accordance with Contractor's schedule, or otherwise materially breach any provision of the Contract Documents, then Owner may, without any prejudice to any other right or remedy, give Contractor Written Notice thereof. If Contractor fails to cure its default within ten (10) days, Owner may terminate this Agreement by giving Written Notice to Contractor. In such case, Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor and/or take possession of the premises and all materials, tools, equipment, and appliances thereon, and finish the Work by whatever method Owner deems expedient. Contractor will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, including compensation for additional administrative, architectural, consultant, and legal services (including without limitation legal fees on a solicitor and his own client basis, expert fees, copy costs, and other expenses), such excess will be paid to Contractor, less any offsets. If such expense exceeds the unpaid balance, Contractor will pay the difference to Owner. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
21. **Termination by Owner for Convenience.** Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in its absolute discretion, terminate this Agreement at any time. In the event of such termination, Contractor will be entitled to recover from Owner the percentage of the Contract Sum equal to the percentage of the Work which Owner and/or its consultant determines has been completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
22. **Enforcement.** In the event either party commences legal action to enforce or rescind any term of this Agreement, the prevailing party will be entitled to recover its legal expenses (including legal fees on a solicitor and his own client basis, consultant fees, expert fees, copy costs, and other costs and expenses), incurred in that action and on all appeals, from the other party.
23. **Ownership of Materials, Products, and Intellectual Property Rights.** Owner will retain ownership and intellectual property rights in all plans, designs, drawings, documents, concepts, and materials provided by or on behalf of Owner to Contractor and to all work products of Contractor and its subcontractors for products, services, and Work provided under this Agreement, such products, services, and Work of Contractor and its subcontractors constituting works made for hire. Neither Contractor nor its subcontractors will reuse any portion of such items provided by Owner or work products developed by Contractor or its subcontractors for Owner pursuant to this Agreement or disclose any such items to any third party without the prior written

consent of Owner. Owner may withhold its consent in its absolute discretion. Contractor shall obtain the written agreement of each of its subcontractors to the terms of this section prior to permitting the subcontractor to perform any services contemplated by this Agreement.

24. **Comply with Intellectual Property Rights of Others.** Contractor represents and warrants that no Work or services (with its means, methods, goods, and services attendant thereto), provided to Owner will infringe or violate any right of any third party and that Owner may use and exploit such Work, means, methods, goods, and services without liability or obligation to any person or entity (specifically and without limitation, such Work, means, methods, goods, and services will not violate rights under any patent, copyright, trademark, or other intellectual property right or application for the same).
25. **Ownership and Use of Renderings and Photographs.** Renderings, photographs, and/or other images of or representing the services, Work, or any improvement on or relative to the Project Site, whether created before, during, or at completion of construction (and whether created by Owner, Contractor, or Contractor's subcontractors), are the property of the Owner. Contractor hereby transfers and assigns to Owner all ownership and intellectual property rights that Contractor and/or its subcontractors may have in and to all such renderings, photographs, and other images. The Owner reserves all rights including copyrights and other intellectual property rights to such renderings, photographs, and other images. No such renderings, photographs, or other images shall be used or distributed without written consent of the Owner.
26. **Public Statements.** Contractor will not make any statements or provide any information to the media about the Project or Work without the prior written consent of Owner. If Contractor receives any requests for information from media, Contractor will refer such requests to Owner.
27. **Confidentiality.** Contractor shall ensure that Contractor and its subcontractors, and the employees, agents and representatives of Contractor and its subcontractors, maintain in strict confidence, and shall use and disclose only as authorized by Owner all Confidential Information of Owner that Contractor receives in connection with the performance of this Agreement. Notwithstanding the foregoing, Contractor may use and disclose any information to the extent required by an order of any court or governmental authority, but only after it has notified Owner and Owner has had an opportunity to obtain reasonable protection for such information in connection with such disclosure. For purposes of this Agreement, "Confidential Information" means:
- a. The name or address of any affiliate, customer or contractor of Owner or any information concerning the transactions of any such person with Owner;
 - b. Any contracts, agreements, business plans, budgets or other financial information, renderings, photographs, and materials provided by Owner, relating to the Work or any improvement on the Project Site to the extent such has not been made available to the public by the Owner;
 - c. Any other information that is marked or noted as confidential at the time of its disclosure.
28. **No Commercial Use of Transaction or Relationship.** Without the prior written consent of Owner, which Owner may grant or withhold in its sole discretion, neither Contractor nor Contractor's affiliates, officers, directors, agents, representatives, shareholders, members, Subcontractors, or employees shall make any private commercial use of their relationship to Owner or the Project, including, without limitation:
- a. By referring to the Owner or Project verbally or in any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials except as may be necessary for Contractor to perform Contractor's obligations under the terms of this Agreement;
 - b. By using or allowing the use of any photographs of the Work or Project or any part thereof, or of any service marks, trademarks or trade names or other intellectual property now or which may hereafter be associated with, owned by or licensed by Owner, in connection with any work, service or product; or
 - c. By contracting with or receiving money or anything of value from any person or commercial entity to facilitate such person or entity obtaining any type of commercial identification, advertising or visibility in connection with the Owner or Project.
- Notwithstanding the foregoing, Contractor may include a reference to Owner or the Project in a professional résumé or other similar listing of Contractor's references without seeking Owner's written consent in each instance, provided that such reference to Owner or the Project is included with at least several other similar references to projects of different owners and is given no more prominence than such other references.

29. **Entire Agreement.** This Agreement contains the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the Project. This Agreement may be amended only by a writing signed by both parties. This Agreement will not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Contractor.
30. **Assignment.** Contractor will not assign any right or obligation hereunder without the prior written consent of the Owner, which consent may be granted or withheld in Owner's absolute discretion.
31. **Governing Law.** The parties acknowledge that the Contract Documents have substantial connections to the province of Alberta. The Contract Documents will be deemed to have been made, executed, and delivered in the province of Alberta. To the maximum extent permitted by law, (i) the Contract Documents and all matters related to their creation and performance will be governed by and enforced in accordance with the laws of the province of Alberta, excluding conflicts of law rules; and (ii) all disputes arising from or related to the Contract Documents will be decided only in a local court of Alberta and not in any other court, province, or territory. Toward that end, the parties hereby consent to the jurisdiction of the local courts of Alberta and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.
32. **Effective Date.** The effective date of this Agreement is the date indicated by Owner's signature.
33. **English / French Contract Documents.** When any of the Contract Documents are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English language version will prevail. The Contract Documents are drawn in English, by agreement and at the request of the parties. (Les documents contractuels sont rédigés en anglais par consentement à la demande des parties.)

OWNER:

The Church of Jesus Christ of Latter-day Saints in Canada, an Alberta special act corporation.

CONTRACTOR:

(company)

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Address:

Address:

Telephone No:

Telephone No:

Facsimile No:

Facsimile No:

Email:

Email:

Effective Date:

GST/HST/PST/QST No.:

License No:

Reviewed By:

Date Signed:

Sample Form of Agreement

SUPPLEMENTARY CONDITIONS

FOR SMALL PROJECT AGREEMENT BETWEEN OWNER AND CONTRACTOR (Canada)

ITEM 1 - GENERAL

1. Conditions of the Small Project Agreement Between Owner and Contractor (Canada) apply to each Division of the Specifications.
2. Provisions contained in Division 01 apply to all Divisions of the Specifications.

ITEM 2 - LIQUIDATED DAMAGES PAYABLE TO OWNER

This section may be included as a separate additional paragraph to the Small Project Agreement Between Owner and Contractor (Canada), at Owner's discretion:

Delay in Completion of the Work. For each day after the expiration of the designated Time of Completion that Contractor has not completed the Work, Contractor will pay Owner the amount of Three Hundred Forty Canadian Dollars (CA\$340.00) per day as liquidated damages for Owner's loss of use and the added administrative expense to Owner to administer the Project during the period of delay. In addition, Contractor will reimburse Owner for any additional Architect's fees, attorneys' fees, expert fees, consultant fees, copy costs, and other expenses incurred by Owner as a result of the delay. Owner may deduct any liquidated damages or reimbursable expenses from any money due or to become due to Contractor. If the amount of liquidated damages and reimbursable expenses exceeds any amounts due to Contractor, Contractor will pay the difference to Owner within ten (10) days after receipt of a written request from Owner for payment.

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DIVISION 01 MAINTENANCE PROJECT

GENERAL REQUIREMENTS

- 01 1000 SUMMARY**
- 01 1200 MULTIPLE CONTRACT SUMMARY**
- 01 1400 WORK RESTRICTIONS**
- 01 3000 ADMINISTRATIVE REQUIREMENTS**
- 01 3100 PROJECT MANAGEMENT AND COORDINATION**
- 01 3300 SUBMITTAL PROCEDURES**
- 01 4000 QUALITY REQUIREMENTS**
- 01 4301 QUALITY ASSURANCE – QUALIFICATIONS**
- 01 4523 TESTING AND INSPECTING SERVICES**
- 01 5000 TEMPORARY FACILITIES AND CONTROLS**
- 01 6100 PRODUCT REQUIREMENTS**
- 01 6200 PRODUCT OPTIONS**
- 01 6400 OWNER-FURNISHED PRODUCTS**
- 01 6600 DELIVERY, STORAGE, AND HANDLING REQUIREMENTS**
- 01 7000 EXECUTION REQUIREMENTS**
- 01 7400 CLEANING AND WASTE MANAGEMENT**
- 01 7800 CLOSEOUT SUBMITTALS**

SECTION 01 1000 SUMMARY

- A. Provisions contained in Division 01 apply to all other sections and divisions of Specifications. All instructions contained in Specifications are directed to Contractor. Unless specifically provided otherwise, all obligations set forth in Specifications are obligations of Contractor.
- B. Comply with applicable laws and regulations.
- C. Owner may provide furnishings and/or equipment for Project. Contractor will receive, store, and protect such items on site until the date Owner accepts Project.
- D. Work by Owner: Owner may furnish and install some portions of the Work with its own forces. Complete the Work necessary to accommodate the Work to be performed by Owner before scheduled date for performance of such Work.

SECTION 01 1200 MULTIPLE CONTRACT SUMMARY

- A. Separate contracts may be issued by Owner for performance of certain construction operations at Project site. Contractor will afford other contractors reasonable opportunity to place and store their materials and equipment on site and to perform their work and will properly connect and coordinate its work with theirs where applicable.

SECTION 01 1400 WORK RESTRICTIONS

- A. During construction period, Contractor will have use of premises for construction operations. Contractor will ensure that Contractor, its employees, subcontractors, and employees comply with following requirements:
 - 1. Confine operations to areas within Contract limits shown on Drawings. Do not disturb portions of site beyond Contract limits.
 - 2. Do not allow alcoholic beverages, illegal drugs, or persons under their influence on Project Site.
 - 3. Do not allow use of tobacco in any form or vaping on Project Site.
 - 4. Do not allow pornographic or other indecent materials on site.
 - 5. Do not allow work on Project Site on Sundays except for emergency work.
 - 6. Refrain from using profanity or being discourteous or uncivil to others on Project Site or while performing The Work.
 - 7. Wear shirts with sleeves, wear shoes, and refrain from wearing immodest, offensive, or obnoxious clothing, while on Project Site.

8. Do not allow playing of obnoxious and loud music on Project Site. Do not allow playing of any music within existing facilities.
9. Do not build fires on Project Site.
10. Do not allow weapons on Project Site, except those carried by law enforcement officers and/or other uniformed security personnel who have been retained by Owner or Contractor to provide security services.

B. Existing Facilities:

1. Owner will occupy existing building, reasonably accommodate use of existing facilities by Owner.

C. During the construction period, the building will remain fully occupied and must be available for daily use and on evenings and weekends.

1. Building and site must be cleaned at the end of each day.
2. Provide dust control for all construction activities to limit dust to area of construction.
3. Contractor to provide a schedule of work for the Areas of Work. Accommodation will be made to not occupy this area during demolition / construction work.

SECTION 01 3000 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate construction activities to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations that are dependent upon each other for proper installation, connection, and operation. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

SECTION 01 3100 PROJECT MANAGEMENT AND COORDINATION

A. Multiple Contract Coordination:

1. Contractor shall be responsible for coordination of Temporary Facilities and Controls, Construction Waste Management and Disposal services, and Final Cleaning for entire Project unless directed otherwise by Owner's Representative for those who perform work on Project from Notice to Proceed to date of Substantial Performance.

B. Preconstruction Conference:

1. Attend preconstruction conference and organizational meeting scheduled by Project Manager at Project site or other convenient location.
2. Be prepared to discuss items of significance that could affect progress, including such topics as:
 - a. Construction schedule, equipment deliveries, general inspection of tests, preparation of record documents and O&M manuals, project cleanup, security, shop drawings, samples, use of premises, work restrictions, and working hours.

SECTION 01 3300 SUBMITTAL PROCEDURES

- A. Coordination preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently before performance of related construction activities to avoid delay.
- B. Allow sufficient review time so installation will not be delayed by time required to process submittals.
- C. Place permanent label or title block on each submittal for identification. Include name of entity that prepared each submittal on label or title block.
- D. Package each submittal appropriately for transmittal and handling.

SECTION 01 4000 QUALITY REQUIREMENTS

- A. Testing and inspecting services are used to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

- B. **Conflicting Requirements:** If compliance with two or more standards is specified and standards establish different or conflicting requirements for minimum quantities or quality levels, comply with most stringent requirement.
- C. **Minimum Quantity or Quality Levels:** Quantity or quality level shown or specified shall be the minimum provided or performed. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits.
- D. **Quality Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to verify compliance and guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- E. **Quality Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements performed by Contractor. They do not include inspections, tests or related actions performed by Project Manager, Owner, governing authorities or independent agencies hired by Owner or Project Manager.
 - 1. Where services are indicated as Contractor's responsibility, engage qualified Testing Agency to perform these quality control services.
 - a. Contractor will not employ same testing entity engaged by Owner, without Owner's written approval.
- F. Notify Owner immediately if asbestos-containing materials or other hazardous materials are encountered while performing the Work.
- G. Submit to Owner permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records establishing compliance with standards and regulations bearing upon performance of the Work.
- H. **Repair And Protection:**
 - 1. On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 2. Protect construction exposed by or for Quality Assurance and Quality Control activities.
 - 3. Repair and protection are Contractor's responsibility, regardless of assignment of responsibility for Quality Assurance and Quality Control Services.

SECTION 01 4301 QUALITY ASSURANCE - QUALIFICATIONS

- A. **Qualifications:** Qualifications in this Section establish minimum qualification levels required; individual Specification Sections specify additional requirements:
 - 1. **Fabricator / Supplier / Installer Qualifications.**
 - a. Firm experienced in producing products similar to those indicated for this Project and with record of successful in-service performance, as well as sufficient production capacity to produce required units:
 - 1) Where heading '*VMR (Value Managed Relationship) Suppliers / Installers*' is used to identify list of specified suppliers or installers, Owner has established relationships that extend beyond requirements of this Project. No other suppliers / installers will be acceptable. Follow specified procedures to preserve relationships between Owner and specified suppliers / installers and advantages that accrue to Owner from those relationships.
 - 2) Where heading '*Acceptable or Approved Suppliers / Installers / Fabricators*' is used to identify list of specified suppliers / installers / fabricators, use only one of listed suppliers / installers / fabricators. No others will be acceptable.
 - 2. **Factory-Authorized Service Representative Qualifications:**
 - a. Authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - 3. **Installer Qualifications:**
 - a. Firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with record of successful in-service performance.
 - 4. **Manufacturer Qualifications:**

- a. Firm experienced in manufacturing products or systems similar to those indicated for this Project and with record of successful in-service performance, as well as sufficient production capacity to produce required units.
5. Manufacturer's Field Services Qualifications:
 - a. Experienced authorized representative of manufacturer to inspect field-assembled components and equipment installation, including service connections.
6. Professional Engineer Qualifications:
 - a. Professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of kind indicated. Engineering services are defined as those performed for installations of system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
7. Specialists:
 - a. Certain sections of Specifications require that specific construction activities will be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and will be engaged for activities indicated. Requirement for special will not supersede building codes and regulations governing the Work.
8. Testing Agency Qualifications:
 - a. Independent Testing Agency with experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

SECTION 01 4523 TESTING AND INSPECTION SERVICES

A. Submittals:

1. Certificates: Testing Agency will submit certified written report of each inspection, test, or similar service.
2. Tests and Evaluation Reports:
 - a. Testing Agency or Agencies will prepare logs, test reports, and certificates applicable to specific tests and inspections and deliver copies to Owner's Representative and to each of following if involved on project: Architect, Consulting Engineers (Engineer of Record), General Contractor, Authorities Having Jurisdiction (if required).
3. Testing Agency:
 - a. Qualifications of Testing Agency management, personnel, inspector and technicians designated to project.
 - b. Provide procedures for non-destructive testing.

B. Quality Assurance:

1. Owner or Owner's designated representative(s) will perform quality assurance. Owner's quality assurance procedures may include observations, inspections, testing, verification, monitoring and any other procedures deemed necessary by Owner to verify compliance with Contract Documents.
2. Owner will employ independent Testing Agencies to perform certain specified testing, as Owner deems necessary.
3. Certification:
 - a. Product producers and associations, which have instituted approved systems of quality control and which have been approved by document approval agencies, are not required to have further testing.
4. Written Practice for Quality Assurance:
 - a. Testing Agency will maintain written practice for selection and administration of inspection personnel, describing training, experience, and examination requirements for qualification and certification of inspection personnel.
 - b. Written practice will describe testing agency procedures for determining acceptability of structure in accordance with applicable codes, standards, and specifications.
 - c. Written practice will describe Testing Agency inspection procedures, including general inspection and material controls.

C. Quality Control:

1. **Quality Control will be sole responsibility of Contractor.** Contractor will be responsible for testing, coordination, start-up, operational checkout, and commissioning of all items of the Work included in Project. All costs for these services will be included in Contractor's cost of the Work.
2. Notify results of all Testing and Inspection performed by Contractor's independent Testing Agencies to Architect and/or Owner's Representative within 24 hours of test or inspection having been performed:

- a. Testing and Inspection Reports will be distributed as follows:
 - 1) 1 copy to Owner's Representative.
 - 2) 1 copy to Architect.
 - 3) 1 copy to Consulting Engineer(s) (Engineer of Record).
 - 4) 1 copy to Authorities Having Jurisdiction (if required).
3. Contractor's Responsibility:
 - a. Owner's employment of an independent Testing Agency does not relieve Contractor of Contractor's obligation to perform the Work in strict accordance with requirements of Contract Documents.
 - b. Tests and inspections that are not explicitly assigned to Owner are responsibility of Contractor.
 - c. Cooperate with Testing Agency(s) performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify Testing Agency before operations to allow assignment of personnel. Auxiliary services required include but are not limited to:
 - 1) Providing access to the Work and furnishing incidental labor, equipment, and facilities deemed necessary by Testing Agency to facilitate inspections and tests at no additional cost to Owner.
 - 2) Taking adequate quantities of representative samples of materials that require testing or helping Testing Agency in taking samples.
 - 3) Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - 4) Providing Testing Agency with preliminary design mix proposed for use for materials mixes that require control by Testing Agency.
 - d. For any requested inspection, Contractor will complete prior inspections to ensure that items are ready for inspection.
 - e. All Work is subject to testing and inspection and verification of correct operation.
 - f. Comply:
 - 1) Upon completion of Testing Agency's inspection, testing, sample-taking, and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
 - 2) Comply with Contract Documents in making such repairs.
 - g. Data:
 - 1) Furnish records, drawings, certificates, and similar data as may be required by testing and inspection personnel to assure compliance with Contract Documents.
 - h. Defective Work (Non-Conforming Work): Non-conforming Work as covered in General Conditions applies, but is not limited to following requirements Protection:
 - 1) Where results of inspections, tests, or similar services show that the Work does not comply with Contract Document requirements, correct deficiencies in the Work promptly to avoid work delays.
 - 2) Where testing personnel take cores or cut-outs to verify compliance, repair prior to acceptance.
 - 3) Contractor will be responsible for any and all costs incurred resulting from inspection that was scheduled prematurely or retesting due to failed tests.
 - 4) Remove and replace any Work found defective or not complying with contract document requirements at no additional cost to Owner.
 - 5) Should test return unacceptable results, Contractor will bear all costs of retesting and re-inspection as well as cost of all material consumed by testing, and replacement of unsatisfactory material and/or workmanship.
 - i. Protection:
 - 1) Protect construction exposed by or for quality assurance and quality control service activities, and protect repaired construction.
 - j. Scheduling: Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities:
 - 1) Schedule testing and inspections in advance so as not to delay the Work and to eliminate any need to uncover the Work for testing or inspection.
 - 2) Notify Testing Agency and Architect or Owner as noted in Sections in Division 01 thru Division 50 prior to any time required for such services.
 - 3) Incorporate adequate time for performance of all inspections and correction of noted deficiencies.
 - 4) Schedule sequence of activities to accommodate required services with minimum of delay.
 - 5) Schedule sequence of activities to avoid necessity of removing and replacing construction to accommodate testing and inspections.
 - k. Test and Inspection Log:

- 1) Provide system of tracking all field reports, describing items noted, and resolution of each item. Prepare record of tests and inspections. Include following requirements:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect or Owner Representative.
 4. Identification of Testing Agency or inspector conducting test or inspection.
- 2) Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's or Owner's reference during normal working hours.

D. Tests And Inspections - General:

1. Testing specifically identified to be conducted by Owner, will be performed by an independent entity and will be arranged and paid for by Owner.
2. Individual Sections in Division 01 through Division 50 indicate if Owner will provide testing and inspection of the Work of that Section.
3. Owner may engage additional consultants for testing or other special services:
 - a. Activities of any such Owner consultants are in addition to Contractor testing of materials or systems necessary to prove that performance is in compliance with Contract requirements.
 - b. Contractor must cooperate with persons and firms engaged in these activities.
4. Tests include but not limited to those described in detail in 'Field Quality Control' in Part 3 of Individual Sections in Divisions 01 through Division 50.
5. Taking Specimens:
 - a. Only testing laboratory shall secure, handle, transport, or store any samples and specimens for testing.
6. Scheduling Testing Agency:
 - a. Contractor will coordinate the Work and facilitate timeliness of such testing and inspecting services so as not to delay the Work.
 - b. Contractor will notify Testing Agency and Architect or Owner Representative to schedule tests and / or inspections.

E. Testing Agency Services And Responsibility:

1. Testing Agency, including independent testing laboratories, will be licensed and authorized to operate in jurisdiction in which Project is located:
 - a. Approved Testing Agency Qualifications: Requirements of Section 01 4301 apply.
2. Testing and Inspection Services:
 - a. Testing Agency will not release, revoke, alter, or increase Contract Document requirements or approve or accept any portion of the Work.
 - b. Testing Agency will not give direction or instruction to Contractor.
 - c. Testing Agency will have full authority to see that the Work is performed in strict accordance with requirements of Contract Documents and directions of Owner's Representative and/or Architect.
 - d. Testing Agency will not provide additional testing and inspection services beyond scope of the Work without prior approval of Owner's Representative and/or Architect.
3. Testing Agency Duties:
 - a. Independent Testing Agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual specification Sections will cooperate with Architect or Owner Representative and Contractor in performance of its duties and will provide qualified personnel to perform required inspections and tests.
 - b. Testing Agency will test or obtain certificates of tests of materials and methods of construction, as described herein or elsewhere in technical specification.
 - c. Testing Agency will provide management, personnel, equipment, and services necessary to perform testing functions as outlined in this section.
 - d. Testing Agency must have experience and capability to conduct testing and inspecting indicated by ASTM standards and that specializes in types of tests and inspections to be performed.
 - e. Testing Agency will comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, ASTM D3666, ASTM D3740, and other relevant ASTM standards.
 - f. Testing Agency must calibrate all testing equipment at reasonable intervals (minimum yearly) with accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.
4. Testing and Inspection Reports:
 - a. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.

- b. Laboratory Reports: Testing Agency will furnish reports of materials and construction as required, including:
 - 1) Description of method of test.
 - 2) Identification of sample and portion of the Work tested:
 - (a) Description of location in the Work of sample.
 - (b) Time and date when sample was obtained.
 - (c) Weather and climatic conditions at time when sample was obtained.
 - 3) Evaluation of results of tests including recommendations for action.
- c. Inspection Reports:
 - 1) Testing Agency will furnish "Inspection at Site" reports for each site visit documenting activities, observations, and inspections.
 - 2) Include notation of weather and climatic conditions, time and date conditions and status of the Work, actions taken, and recommendations or evaluation of the Work.
- d. Reporting Testing and Inspection (Conforming Work):
 - 1) Submit testing and inspection reports as required within twenty four (24) hours of test or inspection having been performed.
- e. Reporting Testing and Inspection Defective Work (Non-Conforming Work):
 - 1) Testing Agency, upon determination of irregularities, deficiencies observed or test failure(s) observed in the Work during performance of its services of test or inspection having been performed, will:
 - (a) Verbally notify results to Architect, Contractor, and Owner's Representative within one hour of test or inspection having been performed (if Defective Work (Non-Conforming Work) is incorporated into project).
 - (b) Submit written inspection report and test results as required within twenty four (24) hours of test or inspection having been performed.
- f. Final Report:
 - 1) Submit final report of tests and inspections at Substantial Performance, which identify unresolved deficiencies.

F. Architect's Responsibility:

- 1. Architect Duties:
 - a. Notify Owner's Representative before each test and/or inspection:

G. Field Quality Control:

- 1. Field Tests And Inspections:
 - a. Field Test and Inspection requirements are described in detail in 'Field Quality Control' in Part 3 Execution' of individual Sections in Division 01 thru Division 49.

SECTION 01 5000 TEMPORARY FACILITIES AND CONTROLS

- A. Owner will provide electric power for construction activities within limits available at existing facility.
- B. Exercise caution to avoid fire damage. Do not build fires on site.
- C. Permanent mechanical system may be operated upon following conditions:
 - 1. Do not interfere with normal set-back temperature patterns except as approved by Project Manager.
 - 2. Do not operate system when the Work causing airborne dust is occurring or when dust caused by such Work is present without first installing temporary filtering system.
- D. Existing lighting system may be used by Contractor.
- E. Contractor may use existing water supply for construction purposes to extent of existing facilities.
- F. Existing restroom facilities MAY NOT be used by Contractor. Provide portable washrooms for contractor use.
- G. Erect adequate barricades, warning signs, and lights necessary to protect persons from injury or harm.
 - 1. Maintain exit routes from building during all occupied times throughout construction. Provide temporary board walks and bridges as required, with handrails.
- H. Contractor is responsible for security of materials, tools, and equipment. Do not permit others to use building

keys provided by Owner. Safeguard building and contents while the Work is being performed and secure building when the Work is finished for day.

- I. Protect existing trees and plants. Remove and replace vegetation that dies or is damaged beyond repair due to construction activities.
- J. Provide temporary enclosures at exterior building openings for security and protection from weather, theft, and vandalism. Erect and maintain dust-proof partitions and enclosures as required to prevent spread of dust and fumes to occupied portions of building.
- K. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and reduce possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near site. Protect the Work, materials, apparatus, and fixtures from injury due to weather, theft, and vandalism.

SECTION 01 6100 PRODUCT REQUIREMENTS

- A. Provide products that comply with Contract Documents, are undamaged, and, unless otherwise indicated, are new and unused at time of installation. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect:

SECTION 01 6200 PRODUCT OPTIONS

- A. Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include:
 - 1. Substitutions And Equal Products:
 - a. Generally speaking, substitutions for specified products and systems, as defined in Uniform Commercial Code, are not acceptable. However, equal products may be approved upon compliance with Contract Document requirements.
 - b. Approved Products / Manufacturers / Suppliers / Installers:
 - 1) Category One:
 - a) Owner has established 'Value Managed Relationships' that extend beyond requirements of this Project. No substitutions or equal products will be allowed on this Project.
 - b) Follow specified procedures to preserve relationships between Owner and specified manufacturers / suppliers and advantages that accrue to Owner from those relationships.
 - 2) Category Two:
 - a) Owner has established National Contracts that contain provisions extending beyond requirements of this Project. No substitutions or equal products will be allowed on this Project.
 - b) Follow specified procedures to preserve relationships between Owner and specified manufacturers / suppliers and advantages that accrue to Owner from those relationships.
 - 3) Category Three:
 - a) Specified products are provided to Church Projects under a National Account Program. Use these products to preserve advantages that accrue to Owner from those programs. No substitutions or equal products will be allowed on this Project.
 - 4) Category Four:
 - a) Provide only specified products available from manufacturers listed. No substitutions, private-labeled, or equal products, or mixing of manufacturers' products is allowed on this Project.
 - b) In Sections where lists recapitulating Manufacturers previously mentioned in Section are included under heading 'Manufacturers' or 'Approved Manufacturers', this is intended as convenience to Contractor as listing of contact information only. It is not intended that all manufacturers in list may provide products where specific products and manufacturers are listed elsewhere in Section.
 - c. Acceptable Products / Manufacturers / Suppliers / Installers:
 - 1) Type One: Use specified products / manufacturers unless approval to use other products / manufacturers has been obtained from Project Manager by Addendum.

- 2) Type Two: Use specified products / manufacturers unless approval to use other products and manufacturers has been obtained from Project Manager in writing before installing or applying unlisted or private-labeled products.
- 3) Use 'Equal Product Approval Request Form' to request approval of equal products, manufacturers, or suppliers before bidding or before installation, as noted in individual Sections.
- d. Quality / Performance Standard Products / Manufacturers:
 - 1) Class One: Use specified product / manufacturer or equal product from specified manufacturers only.
 - 2) Class Two: Use specified product / manufacturer or equal product from any manufacturer.
 - 3) Products / manufacturers used will conform to Contract Document requirements.

SECTION 01 6400 OWNER-FURNISHED PRODUCTS

- A. Install items furnished by Owner or receive and store in safe condition items purchased directly by Owner according to requirements of Contract Documents.

SECTION 01 6600 DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

- A. Deliver, store, and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
- B. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- C. Deliver products to site in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- D. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- E. Store products at site in manner that will simplify inspection and measurement of quantity or counting of units.
- F. Store heavy materials away from Project structure so supporting construction will not be endangered.
- G. Store products subject to damage by elements above ground, under cover in weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

SECTION 01 7000 EXECUTION REQUIREMENTS

- A. Design, furnish, and install all shoring, bracing, and sheathing as required for safety and for proper execution of the Work and, unless otherwise required, remove same when the Work is completed.
- B. Require installer of each major component to inspect both substrate and conditions under which the Work is to be done. Notify Owner in writing of unsatisfactory conditions. Do not proceed until unsatisfactory conditions have been corrected.
- C. Provide attachment and connection devices and methods necessary for securing the Work. Secure the Work true to line and level. Allow for expansion and building movement.
- D. Recheck measurements and dimensions before starting each installation.
- E. Where mounting heights are not shown, install individual components at standard mounting heights recognized within industry or local codes for that application. Refer questionable mounting height decisions to Owner for final decision.
- F. Cover and protect furniture, equipment, and fixtures from soiling and damage when demolition the Work is performed in rooms and areas from which such items have not been removed.
- G. Completion Inspection:

1. Upon 100 percent completion of Project, Contractor will request Substantial Performance Inspection.
2. Contractor will notify Owner in writing when items have been corrected.

SECTION 01 7400 CLEANING AND WASTE MANAGEMENT

A. Disposal Of Waste:

1. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in landfill or incinerator acceptable to authorities having jurisdiction:
 - a. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site
 - b. Remove and transport debris in manner that will prevent spillage on adjacent surfaces and areas.
2. Burning: Do not burn waste materials.
3. Disposal: Transport waste materials off Owner's property and legally dispose of them.

B. Progress Cleaning:

1. Keep premises broom-clean during progress of the Work.
2. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Performance.
3. Clean and maintain completed construction as frequently as necessary throughout construction period.
4. Remove waste materials and rubbish caused by employees, subcontractors, and contractors under separate contract with Owner and dispose of legally.

C. Final Cleaning:

1. Clean each surface or unit to condition expected in normal, commercial-building cleaning and maintenance program. Comply with manufacturer's instructions. Remove all rubbish from under and about building and leave building clean and habitable.
2. In addition to general cleaning noted above, perform cleaning for all trades at completion of the Work in areas where construction activities have occurred.
3. If Contractor fails to clean up, Owner may do so and charge cost to Contractor.

SECTION 01 7800 CLOSEOUT SUBMITTALS

A. Operations And Maintenance Data:

1. Copy of complete Project Manual including Addenda, Modifications as defined in General Conditions, and other interpretations issued during construction.
 - a. Mark these documents to show variations in actual Work performed in comparison with text of specifications and Modifications. Show substitutions, selection of options, and similar information, particularly on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 - b. Note related record drawing information and Product Data.
2. Architect and Owner will conduct Substantial performance Inspection in presence of Contractor and furnish list of items to be corrected.
3. Certifications required by Contract Documents.
4. Copies of warranties required by Contract Documents.

B. Warranties:

1. When written guarantees beyond one year after substantial performance are required by Contract Documents, secure such guarantees and warranties properly addressed and signed in favor of Owner. Include these documents in Operations & Maintenance Manuals specified above.
2. Delivery of guarantees and warranties will not relieve Contractor from obligations assumed under other provisions of Contract Documents.

C. Project Record Documents:

1. Do not use record documents for construction purposes. Protect from deterioration and loss in secure, fire-resistive location. Provide access to record documents for Project Manager's reference during normal Working hours.
2. Maintain clean, undamaged set of Drawings. Mark set to show actual installation where installation varies from the Work as originally shown. Give particular attention to concealed elements that would be difficult

to measure and record at later date:

- a. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
- b. Mark new information that is important to Owner, but was not shown on Drawings.
- c. Note related Change Order numbers where applicable.

END OF SECTION

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