

- 49.2.3 assessments payable under any statutory authority relating to worker's compensation, unemployment insurance, pension plan or holidays with pay;
- 49.2.4 rent that is paid for plant or an allowance for depreciation of plant owned by the Contractor that is necessary for and used in the performance of the work, if that rent or allowance is reasonable and use of that plant has been approved by the Engineer;
- 49.2.5 payments for maintaining and operating plant is necessary for and used in the performance of the work, and payments for effecting such repairs thereto as, in the opinion of the Engineer, are necessary for the proper performance of the contract other than payments for any repairs to the plant arising out of defects existing before its allocation to the work;
- 49.2.6 payments for material that is necessary for and incorporated in the work, or that is necessary for and consumed in the performance of the contract;
- 49.2.7 payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the plant and material necessary for and used in the performance of the contract;
- 49.2.8 any other payments made by the Contractor with the approval of the Engineer that are necessary for the performance of the contract.

GC50 RECORDS TO BE KEPT BY CONTRACTOR

- 50.1 The Contractor shall
 - 50.1.1 maintain full records of his estimated and actual costs of the work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto;
 - 50.1.2 make all records and material referred to in GC50.1.1 available to audit and inspection by the Owner and the Comptroller General of the Government of the Nunavut or by persons acting on behalf of either or both of them when requested;
 - 50.1.3 allow any of the persons referred to in GC50.1.2 to make copies of and to take extracts from any of the records and material referred to in GC50.1.1; and
 - 50.1.4 furnish any person referred to in GC50.1.2 with information he may require from time to time in connection with such records and material.
- 50.2 The records maintained by the Contractor pursuant to GC50.1.1 shall be kept intact by the Contractor until the expiration of two years after the date that a Final Certificate of Completion referred to in GC43.1 was issued or until the expiration of such other period of time as the Owner may direct.
- 50.3 The Contractor shall cause all subcontractors and all other persons directly or indirectly having control of the Contractor to comply with GC50.1 and GC50.2 as if they were the Contractor.

GC51 LITIGATION

- 51.1 This contract shall be deemed to have been made in Nunavut and shall be governed by the laws of Nunavut as far as applicable.
- 51.2 In the event of any legal action arising out of this agreement, the Contractor, if originating such action, may sue the Government of Nunavut in the name and style of "The Government of Nunavut" and the Government of Nunavut, if originating such action, may commence the action against the Contractor in his own behalf in the name and style of "The Government of Nunavut".

GC52 REQUIREMENTS FOR INUIT, LOCAL AND NUNAVUT CONTENT

- 52.1 The Contractor shall, in the performance of the Work, employ Inuit, Local and Nunavut workers and use Inuit, Local and Nunavut content to the greatest extent possible and at a minimum, no less than the amounts tendered by the Contractor in Appendix "B-2" of the tender. Workers shall meet all levels of proficiency, qualification and expertise as dictated by the authorities having jurisdiction and/or as defined in the contract documents.
- 52.2 The Contractor shall provide a schedule indicating the anticipated total monthly value of all Inuit, Local and Nunavut content and Labour to be expended in the execution of the Work. This schedule shall provide the benchmark for ensuring compliance by the Contractor with the requirements for the use of Inuit, Local and Nunavut content during the project.
- 52.3 For the Inuit Labour bonus or penalty, as set out in the Nunavummi Nangminiqagtunik Ikajuuti (NNI) Policy, the benchmark shall be the minimum prescribed level for Inuit Labour identified on page 4 of Appendix K of the tender.

GC53 REQUIREMENT FOR COMMUNITY MEETINGS

- 53.1 The Contractor shall arrange meetings on a monthly basis, or other basis as may be mutually agreed by the parties to this contract, to monitor the use of Inuit, Local and Nunavut Labour and Inuit, Local and Nunavut content. The Contractor shall give the owner 3 to 5 days notice of all meetings called under GC53. The Contractor shall take reasonable steps to ensure that these meetings include the following representatives:
- (a) A community representative who has been designated to speak on behalf of the community (if available),
 - (b) A community manpower representative (if available),
 - (c) The Contractor,
 - (d) The Owner's representative.
- 53.2 The Contractor shall arrange a Community Meeting prior to the start of construction and at that meeting shall:
- (a) provide a schedule referred to in GC52.2 above to the community representative, or if no community representation is designated, shall provide a copy of this schedule to the Owner's representative,
 - (b) identify specific types of workers required during the project such as plumbers, painters or electricians and how many of those workers are required and when they are required and based on information received in accordance with GC53.2 (c) maintain a list of community manpower,
 - (c) request from the community manpower representative or from the Owner if no community manpower representative has been delegated, a list of workers available in the community,
- 53.3 The Owner shall attend all community meetings organized by the Contractor in accordance with GC53.3.2(c) and when requested by the Contractor shall:
- (a) identify and contact potential community workers who may be available to be employed on the Work, identify alternate workers if those workers initially identified are not available to work, and assist in confirming the residency of local workers.
- 53.4 The Contractor shall arrange Community Meeting as required by GC53.1 and at those meetings shall:
- (a) provide employment reports identifying workers used during the past month (to substantiate information provided on Appendix B-2),

- (b) provide an amended schedule referred to in GC53.2, if necessary
- (c) provide a consolidated report at the time of substantial completion, which shall confirm the total amount of Inuit, Local and Nunavut content used. This report will identify Inuit, Local and Nunavut payroll separately. This consolidated report shall be a condition precedent to the release of payment.

GC54 MONITORING THE LEVEL OF INUIT, LOCAL AND NUNAVUT LABOUR

54.1 The contractor is responsible to insure that every worker identified as Local or Nunavut meets the qualifying requirements of being ordinarily resident in Nunavut for the past 12 months, and for Local being a Nunavut resident ordinarily residing in the subject community for the past 4 months. The contractor may be required to provide proof of residency at any time throughout the project.

54.1.1 Reasonable proof of Nunavut and Local residency shall be any of the following:

- a) is on the Nunavut Tunggavik Inc. (NTI) enrolment list and provides a physical address where residing,
- or
- b) has spent the last 12 months ordinarily resident in Nunavut and
 - i) has a valid Nunavut Health Care Card effective at least 9 months prior to start date of employment on the project;
 - and/or
 - ii) other accepted proof of residency such as: a Nunavut General Hunting License, a Nunavut Driver's Licence, a lease or rental receipt, or a certified Schedule T222 Income Tax return from the previous year or proof that Income Tax was paid in the Nunavut during the previous tax year;
 and provides a physical address where residing.
- or
- c) is included on a list of approved Local or Nunavut residents verified by the municipality of their residence.

54.1.2 The Contractor is responsible to ensure that every worker identified as Inuit is on the NTI Inuit enrolment list, or would qualify to be on the list.

54.2 If requested by the Owner to do so, the contractor shall obtain a signed consent form from a worker which verifies their residency and permits the Owner to obtain any and all information required to support the worker's claim of residency and/or Inuit status. A standard consent form is attached as page 4 of Appendix "B" of the tender. A worker does not need to comply with the requirements of this clause 54.2 if the worker meets the requirements of GC54.1.1 (c).

GC55 FAILURE TO COMPLY WITH PROPOSED INUIT, LOCAL AND NUNAVUT CONTENT

55.1 The parties to this agreement recognize the high cost of living in Nunavut, and the need to build capacity of Inuit Firms and Labour in Nunavut, which is compensated for by the Owner through the provision of bid adjustments for the use of Inuit, Local and Nunavut Labour and other Inuit, Local and Nunavut content, and the provision of bonuses under the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy. It is a priority of the Owner to maximize the opportunities for Inuit, Local and Nunavut workers and businesses to benefit from government contracts and the Owner may pay a premium in awarding its contracts to support this important objective.

Therefore, it is a fundamental requirement of this contract that the Contractor shall achieve, by the completion of the contract, at least the amounts tendered on Appendix B-2 of the tender, with the exception of decreasing Nunavut content with a corresponding equal or larger increase in Local content, specifically

- (a) the amount of Inuit Labour,
- AND
- (b) (i) the amount of Local Labour and the amount of Nunavut Labour,
- or
- (ii) the amount of Local Labour and the total amount of Local and Nunavut Labour

which the Contractor has identified in Appendix B-2 of the Tender,

AND at least

- (c) the amount of Inuit Content excluding the Labour of Inuit Firms,
- AND
- (d) (i) the amount of Local Content (excluding Local Labour) and the amount of Nunavut content (excluding Nunavut Labour),
- or
- (ii) the amount of Local Content (excluding Local Labour) and the total amount of Local and Nunavut content (excluding Local and Nunavut Labour),

which the Contractor has identified in Appendix B-2.

55.2 In the event that the amounts of Inuit, Local and Nunavut expenditures actually achieved by the Contractor are less than the amounts identified in clauses GC55.1 then the Owner MAY adopt one or more of the following remedies.

- (a) withhold from any progress payment an amount equal to:
 - (i) the difference between the amounts identified in clause GC55.1 (a), (b)(i), or (b)(ii) and the amount identified in the Schedule referred to in GC52.2 and
 - (ii) the difference between the amounts identified in clause GC55.1 (c), (d)(i) or (d)(ii) and the amount identified the Schedule referred to in GC52.2.

This amount may be released to the contractor if at the date of a subsequent request the difference has been eliminated.

- (b) deduct from the approved contract payment at the time of substantial or final completion an amount equal to:
 - (i) 25% of the difference between the amounts identified in clause GC55.1 (i), GC55.1. (ii), or GC55.1 (iii) and the amount identified in Appendix B-2 and
 - (ii) 25% of the difference between the amounts identified in clause GC55.1 (iv), GC55.1 (v), or GC55.1 (vi) and the amount identified in Appendix B-2 of the Tender.

- (c) take the contract out of the Contractor's hands, in accordance with Clause 37 and GC38

55.3 In the event that the amount of difference identified in GC55.2 is 15% or less of the amount proposed in Appendix B-2 of the tender, the Owner, at its sole discretion, may waive the provisions of clause 55.2.

55.4 In the event that the minimum prescribed level of Inuit Labour set out in Appendix K of the tender is not met, then for future tenders where there are similar minimum prescribed levels for Inuit Labour, the Contractor may be deemed not "responsible" as defined in the Government Contract Regulations.

GC56 OBLIGATION TO PROVIDE CONTRACT SECURITY

56.1 Where the contract amount referred to in the Articles of Agreement is

- 56.1.1 less than \$100,000, the Engineer may require at the expense of the Owner the Contractor to provide contract security prescribed in GC57.
- 56.1.2 \$100,000 or more, the Contractor shall, at his own expense, provide one or more of the forms of contract security prescribed in GC57.
- 56.2 If the Contractor is required to provide contract security pursuant to GC57, the security shall be delivered to the Engineer within 14 days after the date that the Contractor receives notice that his tender or offer was accepted by the Owner.

GC57 PRESCRIPTION OF ACCEPTABLE CONTRACT SECURITY

- 57.1 If the Contractor is required to provide contract security pursuant to GC56, the Owner shall accept from the Contractor one or more of the forms of security prescribed in GC57.2. to GC57.6.
- 57.2 A Contractor shall deliver to the Owner:
 - 57.2.1 A performance bond and a labor and material payment bond each in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, or,
 - 57.2.2 **A security deposit in an amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.**
- 57.3 A performance bond and a labour and material payment bond referred to in GC57.2.1 shall be in a form as approved by the Federal Treasury Board (Federal Contracts) and be issued by a bonding or surety company that is approved by the Owner.
- 57.4 A security deposit referred to in GC57.2.2, shall be in the form of
 - 57.4.1 "A letter of irrevocable guarantee" in the form authorized by the contract authority payable to the Owner that is drawn on a bank to which the Bank Act or the Quebec Savings Banks Act applies; or
 - 57.4.2 A certified cheque or bank draft from a bank acceptable to the Owner and made payable to the Owner.
- 57.5 The "letter(s) of irrevocable guarantee" referred to in GC57.4.1 shall be
 - 57.5.1 Held uncashed until 14 days prior to their expiry date, unless the expiry date is extended for a further term, beyond the contract completion date stated in the Articles of Agreement.
- 57.6 The certified cheque as referred to in GC57.4.2 shall be deposited by the Owner into the Owner's bank account

GC58 COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRMENTS

- 58.1 Comprehensive General Liability Insurance with **limits of not less than five million dollars inclusive** per occurrence for bodily injury, death, and damage to property including loss of use thereof. This insurance shall be maintained continuously from commencement of the work until not less than twelve (12) months from the date of the Final Certification of Completion. The Owner is not to be added as an Insured under this policy. Such insurance shall include but is not limited to:
 - 58.1.1 Premises, Property and Operations Liability;
 - 58.1.2 Products and Completed Operations Liability;
 - 58.1.3 Owners' and Contractors' Protective Liability;

- 58.1.4 Blanket Written Contractual Liability;
- 58.1.5 Non-Owned Automobile Liability;
- 58.1.6 Broad Form Property Damage Extension;
- 58.1.7 Use of explosives for blasting, shoring, excavating, underpinning, demolition, removal, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable;
- 58.1.8 Contingent Employer's Liability;
- 58.1.9 Person Injury Liability;
- 58.1.10 Employees As Additional Insureds;
- 58.1.11 Cross Liability With Respect To Additional Insureds;
- 58.1.12 Asbestos Abatement Liability, as applicable.

GC59 AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS

- 59.1 Automobile Liability Insurance in respect of Contractor's owned and leased vehicles shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property. And when applicable:
 - S.E.F. No. 4a Explosives Endorsement;
 - S.E.F. No. 21b Blanket Fleet Endorsement.

GC60 AIRCRAFT AND WATER CRAFT LIABILITY INSURANCE REQUIREMENTS

- 60.1 Aircraft and Watercraft Liability Insurance with respect to owned or non-owned aircraft and watercraft if used directly in or indirectly in the performance of the Work, including use of airport premises, with limits of not less than one million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than one million dollars for Aircraft Passenger Hazard. Such insurance shall be in a form acceptable to the Owner.

GC61 GENERAL INSURANCE CONDITIONS

- 61.1 **Deductible:** Amount of deductible on any insurance provided by Contractor shall be borne in its entirety by Contractor.
- 61.2 **Waiver of Recourse:** Contractor waives all rights of recourse against the Owner for damages to Contractor's property or property of others for which Contractor is responsible and Contractor's Insurers have no right of subrogation against the Owner.
- 61.3 **Notice of Cancellation:** All required insurance shall be endorsed to provide the Owner with 30 days advance written notice of material change, cancellation or termination. Such notices shall be addressed to: The Owner (as noted on the Contractor's Certificate of Insurance).
- 61.4 **Other Insurance:** Contractor shall provide, maintain and pay for any additional insurance which is required to be provided by the Contract Documents, or by law, or which he considers necessary to cover risks not otherwise covered by insurance specified in these conditions.
- 61.5 Contractor's Certificate of Insurance: The Contractor shall complete the attached form "Contractor's Certificate of Insurance", and shall within 14 days after the acceptance of the tender deliver this completed certificate to the Owner. Substitute certificates will not be accepted; the Contractor must

use this certificate.

GC62 PROPERTY INSURANCE (All "Risks" Course of Construction Insurance)

62.1 Insurance has been purchased by the Owner on a very broad basis, to protect as Insureds, all those who have direct participation in the construction project, for claims which may arise as a result of loss or damage during course of construction.

62.2 **Coverage:** "All Risks" of physical loss or damage or destruction while said project is in course of construction, site preparation, reconstruction, repair, erection, fabrication, testing, and including all materials, equipment machinery, structures, property, fitting, fixtures, betterment, and supplies of any nature whatsoever to enter into and form part of the finished project while at the site of operations or elsewhere in Canada or the Continental United States or America, all the property of the Insureds or the property of others for which the insureds have assumed responsibility, or for whom the Insured are required to carry insurance, including while on a river or lake crossing ferry in connection with land transportation..

62.3 **Exclusions:** This policy does not cover goods in transit to the site. This is the contractor's risk, which he may or may not wish to insure.

62.3.1 This policy does not cover the following types of construction and/or maintenance contracts:

a) Highways & Ferries;

b) Water & Sewer Contracts With No Buildings;

62.4 **Term:** From the commencement of work to the date of the Substantial Completion as certified by the Owner.

62.5 **Limit of Liability:** The limit of liability at the project site is the estimated full completed value of the project including, but not limited to, owner-supplied labour or materials, reasonable profit, insurance costs, overhead, taxes, labour, administrative fees and all other expenses which are incurred as additional costs as a result of a partial or total loss.

62.6 **Deductible:**

62.6.1 The Contractor shall be responsible for a deductible, which shall be equal to 5% of the considered insurable loss to a maximum of \$10,000 per occurrence.

END OF GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

UTILIDOR REPLACEMENT
AREA 1
RANKIN INLET, NU

GNU PROJECT NO. 00-3049

Draft

PERMIT TO PRACTICE EARTH TECH (CANADA) INC.
Signature _____
Date _____
PERMIT NUMBER: P 005
<small>The Association of Professional Engineers, Geologists and Geophysicists of the NWT/NU</small>



April 2004

Prepared by:

Earth Tech (Canada) Ltd.
4916 – 47th Street
P.O. Box 1259
Yellowknife, NT X1A 2N9

ET Project No. 74532

List of Drawings

Drawing No.	Drawing Title	Rev
	Cover Sheet	
74532 - 001	Site Plan	0
74532 - 002	System Schematic	0
74532 - 101	Plan Profile, Rear Lot Line, Sta 0+004 to 0+114	0
74532 - 102	Plan Profile, Inulik (14 th St), Sta 0+000 to 0+227	0
74532 - 103	Plan Profile, Attami (13 th St), Sta 0+013 to 0+181	0
74532 - 104	Plan Profile, Nauya (14 th Ave), Sta 0+010 to 0+141	0
74532 - 105	Plan Profile, Nauya (14 th Ave), Sta 0+010 to 0+74	0
	Plan Profile, Majurvik (13 th Ave), Sta 0+010 to 0+106	0
74532 - 106	Plan Profile, Pisugvuk (11 th St), Sta 0+000 to 0+115	0
74532 - 201	Access Vaults, Standard Details	0
74532 - 202	Access Vaults Miscellaneous Details	0
74532 - 203	Access Vaults, Standard Details	0
74532 - 204	Typical Water Service Details	0
74532 - 205	Typical Sewer Details	0
74532 - 206	Miscellaneous Service Details	0
74532 - 207	Trench Details	0
74532 - 230	Access Vault Schematics AV B-17, AV B-18	0
74532 - 231	Access Vault Schematics AV B-19, AV 01-1	0
74532 - 232	Access Vault Schematics AV 01-2, AV 01-3	0
74532 - 233	Access Vault Schematics AV 01-4, AV 01-5	0
74532 - 234	Access Vault Schematics AV 01-6, AV 01-7	0

DIVISION 1 - GENERAL REQUIREMENTS

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3. Work Sequence
4. Contractor Use of Premises
5. Occupancy Requirements

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2. Addendum
3. Bid Revision
4. Contemplated Change Notice (CCN)
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6. Field Order (FO)
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2. Documents/Instructions
3. Project Coordination

SECTION 01050

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3. Survey Reference Points
4. Survey Requirements
5. Records
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2. Applicable Codes/Standards
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1. Preconstruction Meeting
2. Progress Meetings

DIVISION 1 - GENERAL REQUIREMENTS, cont'd

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2. Samples
3. Operating/Maintenance Manuals
4. Record Drawings
5. Photographs and Publicity

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1. Schedule
2. Progress Reports
3. Manpower/Overtime
4. Changes in Schedule

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5. Tests

SECTION 01500

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3. Construction Aids
4. Barriers and Enclosures
5. Security and Protection
6. Access Roads and Parking
7. Temporary Controls
8. Project Identification and Signs
9. Storage
10. Installation/Removal

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2. Workmanship
3. Measurement

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4. Removal of Temporary Facilities
5. Project Commissioning
6. Inspection/Takeover Procedures
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TRENCHING, BACKFILLING AND COMPACTION

1. General
2. Products
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SERVICE CONNECTIONS

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SEWER MAINS AND FITTINGS

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3. Execution

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SECTION 16940

RELAY PANELS

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3. Execution

END OF SECTION

1.0 WORK COVERED BY CONTRACT DOCUMENTS

- 1.1 Work of this Contract comprises general replacement construction of water mains, sewer mains, access vaults, water and sewer services and related road rehabilitation at Area 1, Rankin Inlet, NU.
- 1.2 Contractors are advised that the maximum amounts payable for each fiscal year is as follows: 2004/05 – 45% of Total Contract Price; 2005/06 – 55% of Total Contract Price.
- 1.3 Work includes, but is not necessarily limited to, the supply and installation of:
 - .1 Water and sewer mains on Streets 11, 13 and 14 and Avenues 12, 13 and 14..
 - .2 Access vaults along the main routing and replacement of AV's B17, B18 and B19.
 - .3 Services on affected properties.
 - .4 Minor roadway work.
- 1.4 **Fire Hydrants**
 - .1 Coordinate fire hydrants removed from service and access to all fire hydrants in the construction area with the Hamlet of Rankin Inlet Fire Department. The number of hydrants allowed to be off-line at any one time shall be at the Fire Chief's sole discretion.
- 1.5 **Incidental Work**
 - .1 When performing work adjoining property lines, Contractor is responsible for making good fences, landscaping, driveways, etc. affected by his operations.
 - .2 Contractor must dispose of removed asphalt, concrete, and all other materials as directed by the Engineer.
- 1.6 **Service Connections**
 - .1 Contractor must provide continuity of water supply to all buildings by means of temporary water line hook-ups. Sewer service discharges must be accommodated and re-directed to live sanitary sewers to minimize contamination.
 - .2 Where sprinkler systems exist in affected buildings, the Contractor shall provide temporary water service to the satisfaction of the Fire Marshall.
 - .3 Disinfect all temporary water lines in accordance with these Specifications prior to placing in service.
 - .4 Locate all services indicated on the Contract Drawings prior to construction. The Engineer shall be present for all locations and allowed access for applicable location measurements.

1.7 Continuity of Access to Properties

- .1 When unavoidable disruption of vehicle access to buildings is necessary, the Contractor must provide a reasonably close parking area and safe pedestrian access to each building.
- .2 Work must be scheduled to minimize the length of disruption of access to each building.
- .3 Emergency fire lanes must be maintained where required by the Fire Chief.

1.8 Salvage

- .1 All hydrants, valves, manhole frames and covers, etc. removed under this contract remain the property of the Owner and must be returned to the Owner's stores or disposed of as directed by the Engineer.

2.0 CONTRACT METHOD

- 2.1 Construct the Work under a Unit Price contract.

3.0 WORK SEQUENCE

- 3.1 Construct Work in stages to accommodate Owner's continued use of the water and sewer utilities during construction.
- 3.2 Prepare Progress Schedule and coordinate with Owner occupancy during construction.

4.0 CONTRACTOR USE OF PREMISES

- 4.1 Contractor shall limit use of premises for Work, for storage, and for access to allow:
 - .1 Owner occupancy
 - .2 Public usage.
- 4.2 Coordinate use of premises under direction of Engineer.
- 4.3 Assume full responsibility for protection and safekeeping of materials and/or products under this Contract.
- 4.4 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.

5.0 OCCUPANCY REQUIREMENTS

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

-
- 5.2 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

END OF SECTION

1.0 GENERAL

- 1.1 Refer to GC 29.1 to GC 29.6, inclusive, regarding changes to the Work.

2.0 ADDENDUM

- 2.1 Is issued prior to Tender closing to provide for certain revisions as noted therein. All such revisions will become part of the Contract and the effects shall be included in the Tender Price. All work shall be performed in accordance with the Contract Documents.

3.0 BID REVISION

- 3.1 Is issued after acceptance of a Tender but prior to executing the Agreement to provide a detailed description of Contract Document amendments mutually agreed upon between the Owner and the successful Bidder. All work shall be performed in accordance with the Contract Documents.

4.0 CONTEMPLATED CHANGE NOTICE (CCN)

- 4.1 Is issued after award of Contract, does NOT constitute an order to perform the change but is a notice of a proposed change only. Submit to the Engineer within fourteen (14) days after receipt of "Contemplated Change Notice" a statement of cost adjustments and effect upon construction schedule required by the proposed change. Itemize statement in accordance with all items separately listed.

5.0 FIELD INSTRUCTION

- 5.1 A field Instruction is used to clarify specific items or give additional instructions which will not affect the Contract Price nor the Contract Time. If it does involve extra costs the matter will be dealt with through an emergency Field Order or a CCN.

6.0 FIELD ORDER (FO)

- 6.1 During Construction, the Engineer may issue a Field Order to authorize a change or additional work of an emergency nature. A firm total cost (extra or credit) or a method for determining this cost must be included (unit price, cost plus or time basis).

7.0 CHANGE ORDER (CO)

- 7.1 After receipt of the statement of cost adjustment and Owner's approval of same, the Engineer will issue a "Change Order" in the amount of the approved cost adjustment which will authorize the Contractor to proceed with the change to the Work, or alternatively will notify the Contractor that the proposed change is canceled.

END OF SECTION

1.0 SITE CONDITIONS/LIMITS

1.1 Examination of Site

- .1 Prior to commencing actual construction work:
 - inspect field conditions, including existing service conditions and type;
 - obtain and confirm actual site dimensions; and
 - examine surface conditions as required to insure correct execution of the Work.
- .2 Commencement of construction constitutes acceptance of existing conditions and means dimensions have been considered, verified and are acceptable.

2.0 DOCUMENTS/INSTRUCTIONS

2.1 Documents Provided

- .1 The Engineer will provide, without charge, a maximum of ten (10) sets of the Contract Documents or parts thereof as are reasonably necessary for the performance of the Work for each construction year. Any additional sets required by the Contractor shall be provided to the Contractor at a cost of \$50.00 (Fifty Dollars) per set.

2.2 Discrepancies/Omissions

- .1 Notify the Engineer immediately upon discovery of discrepancies or omissions in the Contract Documents or of any doubt as to the meaning or intent of any part thereof.

2.3 Documents on the Site

- 1 Maintain one copy of all current Contract Documents and all shop drawings on site, in good order and available to the Engineer or his representatives.
- 2 This requirement does not include the executed Contract Documents.

2.4 Definition of Trades/Jurisdiction

- .1 For convenience of reference only, the specifications are separated into titled sections (see Table of Contents). Sections are identified by title and a five digit numbering system.
- .2 In the case of a dispute, the General Contractor shall decide which Subcontractor supplies and installs required materials or equipment. Extras will not be considered on the grounds of differences in interpretation of the specifications as to which Subcontractor does what work.

3.0 PROJECT COORDINATION

3.1 Construction Organization and Start-up

- .1 Comply with instructions of the Engineer for use of temporary utilities and construction facilities.
- .2 Coordinate field engineering and layout work with the Engineer.

3.2 Close-out Procedures

- .1 Notify the Engineer when Work is considered ready for Inspection for Substantial Completion for each phase of the work.
- .2 Accompany the Engineer on preliminary inspection to determine and list items for completion or correction.
- .3 Comply with the Engineer's instructions for correction of items of work listed in the Certificate of Substantial Completion.
- .4 Notify the Engineer when items of work listed in Certificate of Substantial Completion are corrected.
- .5 Once the Engineer is satisfied, the Certificate of Final Completion will be executed as per GC 43 and GC 44.

END OF SECTION

1.0 REQUIREMENTS INCLUDED

- 1.1 Survey services to establish (and confirm) invert measurements for the Work.
- 1.2 Subsurface conditions.

2.0 RELATED REQUIREMENTS

- 2.1 Record Documents: Section 01300
- 2.2 Owner's identification of existing survey control points and property limits.

3.0 SURVEY REFERENCE POINTS

- 3.1 Existing base horizontal and vertical control points shall be provided by the Engineer.
- 3.2 Locate, confirm and protect control points. Preserve permanent reference points during construction.
- 3.3 Make no changes or relocations without prior written notice to the Engineer.
- 3.4 Report to Engineer when a reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

4.0 SURVEY REQUIREMENTS

- 4.1 The Engineer will establish temporary bench marks on site, referenced to established bench marks, and survey control points. Establish all other required lines and grades from the Engineer's reference points.
- 4.2 Provide one (1) survey helper, full time when requested, to assist the Engineer with survey requirements.
- 4.3 One (1) set only of reference points will be established for any one stretch of line.
- 4.4 Do not disturb reference points. Pay for resetting if displaced or removed.
- 4.5 Give forty-eight (48) hours notice of need for reference points and ensure that line for reference points has been cleared.
- 4.6 Supply all stakes, batter boards, pins, templates, flagging, etc. required for the work.

5.0 RECORDS

- 5.1 The Engineer will maintain a complete, accurate log of control and survey work as it progresses.