

- (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 GC57.2.2 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 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 The amount of a security deposit referred to in GC57.2.2 shall not exceed \$250,000, regardless of the contract amount referred to in the Articles of Agreement.
- 57.5 A security deposit referred to in GC57.2.2, shall be in the form of
  - 57.5.1 "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
  - 57.5.2 A certified cheque or bank draft from a bank acceptable to the Owner and made payable to the Owner.
- 57.6 The "letter(s) of irrevocable guarantee" referred to in GC57.5.1 shall be
  - 57.6.1 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.
- 57.7 The certified cheque as referred to in GC57.5.2 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 two 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

## Contents

Section 01005	General Instruction	1 to 9
Section 01340	Shop Drawings, Samples and Mock - Ups	1 to 2
Section 01545	Safety Requirements	1
Section 01561	Environmental Protection	1 to 2
Section 01600	Material and Equipment	1 to 3
Section 01720	Project Record Drawings	1
Section 01730	Operations and Maintenance Manual	1 to 4
Section 01735	Commissioning	1 to 5
Section 02701	Aggregates: General	1 to 3
Section 02721	Granular Base	1 to 3
Section 02723	Granular Sub-base	1 to 4
Section 03100	Concrete Forms and Accessories	1 to 3
Section 03302	Cast-In-Place Concrete	1 to 3
Section 06101	Rough Carpentry Short Form	1 to 2
Section 06171	Prefabricated Wood Trusses	1 to 2
Section 07160	Vapour/Weather Barrier	1 to 2
Section 07210	Building Insulation	1 to 3
Section 07413	Preformed Metal Roofing	1 to 3
Section 07465	Preformed Metal Siding	1 to 3
Section 07840	Fire Stopping and Smoke Seals	1 to 3
Section 08110	Steel Doors and Frames	1 to 4
Section 08520	Aluminum Windows	1 to 4
Section 08710	Finish Hardware	1 to 3

Section 08800	Glazing	1 to 5
Section 09250	Gypsum Board	1 to 4
Section 09652	Sheet Flooring	1 to 3
Section 09900	Painting and Finishing	1 to 5
Section 13010	Process Description	1 to 2
Section 13100	Process Piping	1 to 15
Section 13105	Detailed Piping Specification Sheets	1 to 5
Section 13110	Process Valves	1 to 5
Section 13200	Instrumentation and Control	1 to 11
Section 13300	Programming	1 to 32
Section 13670	Packaged Water Treatment Plant	1 to 3
Section 13680	Chemical Feed System	1 to 2
Section 13685	Laboratory Equipment	1
Section 13910	Identification	1 to 4
Section 13950	Disinfection of Structures and Piping	1 to 3
Section 15010	Mechanical General Requirements	1 to 6
Section 15011	Factory Pre-Insulated Piping Systems	1 to 12
Section 15062	Non-Process System Bases, Hangers and Supports	1 to 7
Section 15082	Thermal Insulation for Ducting	1 to 6
Section 15131	Pumps - Hydronic Systems	1 to 2
Section 15142	Domestic Water Piping Copper	1 to 4
Section 15152	Drainage Waste and Vent Piping - Plastic	1 to 2
Section 15181	Hydronic Specialities	1 to 3
Section 15183	Hydronic Systems: Steel	1 to 6
Section 15401	Plumbing Specialities and Accessories	1 to 5

Section 15510	Packaged Boilers	1 to 6
Section 15551	Breeching and Chimneys	1 to 3
Section 15762	Convectors and Finned Tube Radiation	1 to 2
Section 15765	Unit Heaters	1 to 2
Section 15820	Duct Accessories	1 to 3
Section 15821	Dampers - Balancing	1 to 2
Section 15822	Dampers - Operating	1 to 2
Section 15852	Grilles, Registers and Diffusers	1 to 2
Section 15950	Testing, Adjusting and Balancing (TAB) of Mechanical Systems	1 to 6
Section 16010	Electrical - General Requirements	1 to 8
Section 16062	Grounding - Secondary	1 to 3
Section 16071	Fastenings and Supports	1 to 3
Section 16122	Wires and Cables 0 - 1000V	1 to 2
Section 16131	Splinters, Junction, Pull Boxes and Cabinets	1 to 2
Section 16132	Outlet Boxes, Conduit Boxes and Fittings	1 to 2
Section 16133	Conduits, conduit Fastenings and Conduit Fittings	1 to 4
Section 16141	Wiring Devices	1 to 3
Section 16151	Wire and Connectors, 0-1000V	1 to 4
Section 16221	Motors-Fractional Horsepower	1 to 2
Section 16223	Motor Starters	1 to 3
Section 16225	Motor Control Centre	1 to 6
Section 16232	Diesel Electric Generating Units	1 to 20
Section 16282	Automatic Transfer Switch	1 to 4
Section 16412	Moulded Case Circuit Breakers	1 to 2
Section 16414	Disconnect Switches - Fused and Non-Fused	1 to 2

Section 16441	Panelboards Breaker Type	1 to 2
Section 16465	Connection to Mechanical and Process Equipment	1
Section 16491	Fuses - Low Voltage	1 to 2
Section 16493	Ground Fault Circuit Interrupters - Class "A"	1
Section 16900	Controls	1 to 4
Section 17000	Spare Parts	1 to 2



## Contents

Section 01005	General Instruction	1 to 9
Section 01340	Shop Drawings, Samples and Mock - Ups	1 to 2
Section 01545	Safety Requirements	1
Section 01561	Environmental Protection	1 to 2
Section 01600	Material and Equipment	1 to 3
Section 01720	Project Record Drawings	1
Section 01730	Operations and Maintenance Manual	1 to 4
Section 01735	Commissioning	1 to 5

## **1.0 General**

### **1.1 REFERENCES**

- .1 National Building Code of Canada (NBC) latest edition including all amendments up to tender closing date, including any other code of Territorial or local application provided that in any case of conflict or discrepancy, the more recent requirement shall apply.
- .2 The term Engineer shall read Project Officer or Engineer throughout this document.

### **1.2 DESCRIPTION OF WORK**

- .1 Work under this contract shall include, but not be limited to the construction of the following:
  - .1 Construction of Earthworks and concrete foundation for new Water Treatment Plant (WTP).
  - .2 Construction of new building including office space.
  - .3 Supply and installation of a water storage tank.
  - .4 Supply and installation of a mixed media pressure filter plant.
  - .5 Supply and installation of a standby diesel fired generator.
  - .6 Supply and installation of diesel fired boiler system and heat exchangers.
  - .7 Supply and installation of new HDPE intake line and pump system.
  - .8 Supply and installation of mechanical, electrical and control systems.

### **1.3 SITE KNOWLEDGE**

It is the Contractor's responsibility to familiarize himself with the site, scope of work, and actual site conditions prior to bidding on this contract. The Contractor shall have no claim on account of his failure to familiarize himself with local site conditions.

### **1.4 CODES**

- .1 Meet or exceed requirements of:
  - .1 contract documents.
  - .2 specified standards, codes and referenced documents.

## **1.5 PERMITS, LICENCES, REGULATIONS AND ACTS**

may .1 The Contractor shall be responsible for obtaining and paying for all permits or licences as be required for any portion of this Contract, unless noted otherwise.

Services .2 The GN has obtained the required land use permits, Department of Health and Social

.3 The contractor is required to complete works in compliance with the above permits and approvals.

## **1.6 DEFINITION OF TRADES**

For convenience of reference only, the Specification is separated into titled sections. Sections are identified by title and a five digit numbering system. Responsibility as to which trade provides required materials or articles and work rests solely with the Contractor.

In the case of a dispute, the Contractor will decide which subtrade is to supply and install required materials or equipment. Extras will not be considered for differences in interpretation of the Specification as to which trades do the work.

## **1.7 EASEMENTS AND RIGHTS-OF-WAY**

The Contractor shall confine his work, men, materials, and equipment to the road allowances, rights-of-way, or easements made available by the Owner for carrying out this work. Where private property must be crossed, the Owner shall obtain easements and right of entry to permit construction to proceed. The Contractor shall ensure that all machinery, excavated materials, materials to be incorporated in the work, and employee access be maintained within the prescribed limits. Damages to adjacent property shall be borne by the Contractor as set out in the General Conditions of the Contract.

If the Contractor feels that additional property is required to facilitate his operations under this contract he shall obtain the appropriate written permission of the property owner and the Engineer prior to entering the property. No claim shall be made by the Contractor due to such permission not being granted. The contractor shall not unreasonably encumber the access road.

## **1.8 SIGNS AND WARNINGS**

The Contractor, shall, at his own expense, supply and maintain all requisite barriers, fences and warning signs or other precautions to protect the workmen and general public against accidents or injury. All excavations or obstructions shall be clearly marked between sunset and sunrise with proper warning flares or lights. Local or Municipal bylaws governing warning flares or lights shall be strictly observed.

## **1.9 EXISTING POLES AND LAMPS**

Any poles that require moving, solely to facilitate the Contractor's operation shall be moved and replaced at the Contractor's expense.

#### **1.10 WATER SUPPLY**

The Contractor shall be responsible for the supply of all water necessary for the work.

#### **1.11 CONTINUITY OF WATER DISPENSING**

- .1 The Contractor shall ensure that the existing water dispensing, treating and metering facilities are fully operational throughout the project, during normal dispensing hours. Temporary shutdowns of the water dispensing system, during normal business hours must be approved by the Hamlet, if required for critical construction work. Prior notification and approval of the Hamlet is required.
- .2 All shutdowns must be coordinated with the Hamlet and GN. The Contractor shall notify the Hamlet, 48 hours prior to any shutdowns. The Hamlet, Fire Department and Engineer must be advised at least 48 hours in advance of a proposed shutdown, with complete details of the nature of the shutdown, i.e. piping, equipment and metering devices affected, and the proposed timing and duration of the shutdown. The Contractor must receive the approval of both the Hamlet and the Engineer before proceeding with the shutdown.
- .3 The Contractor shall be responsible for any delays in water delivery resulting from facilities not being able to receive water due to the Contractor's operations and scheduling. The Contractor shall pay any and all charges resulting from such delays.

#### **1.12 RESTORATION OF LEGAL MONUMENTS**

Any legal monuments, iron bars, etc. destroyed or disturbed during the work shall be restored by a Dominion Land Surveyor at the Contractor's expense.

#### **1.13 SITE SECURITY**

The Contractor shall be responsible for site security during the contract period.

#### **1.14 DOCUMENTS REQUIRED**

- .1 Maintain at job site, one copy each of following:
  - .1 Contract drawings. (1 set strictly reserved for record drawings and not to be used for other daily use, to be submitted to Engineer at completion of works.)
  - .2 Specifications.
  - .3 Addenda.
  - .4 Reviewed shop drawings.
  - .5 Change orders.
  - .6 Other modifications to Contract.
  - .7 Field test reports.
  - .8 Copy of approved work schedule.

- .9 Manufacturers' installation and application instructions
- .10 NU Safety Act.

#### **1.15 WORK SCHEDULE**

- .1 Provide within 10 working days after Contract award, a bar chart schedule showing anticipated progress stages and final completion of work within time period required by Contract documents.
- .2 Interim reviews of work progress based on work schedule will be conducted as decided by Engineer and schedule updated by Contractor in conjunction with and to approval of Engineer.
- .3 The GN requires the work to commence in the year 2003, and for the facility to be completed, and commissioned by September 1, 2004 .
- .4 The extent of the work completed by January 30, 2004 will include all Civil works, foundations, and building envelope.
- .5 A provision has been made in the tender unit price table in the amount of \$100,000 to facilitate the use of air freight to allow the start of the construction prior to the arrival of the barge.
- .6 Failure by the Contractor to meet the above interim, and final completion dates will result in the forfeit of the amount described in .5 above.

#### **1.16 COST BREAKDOWN**

- .1 Submit breakdown of contract price in detail using trade categories within 14 days of award. After approval by the Engineer, cost breakdown will be used as the basis for progress payment.

#### **1.17 MEASUREMENT FOR PAYMENT**

- .1 In accordance with the Terms of Payment as provided under the Construction Tender, Contract Based on Lump Sum. Contractor shall prepare his progress claims considering the percentage of work complete. These will be reviewed by the Engineer prior to submission to the Owner along with recommendation regarding payment or revision of claims.
- .2 Payment will only be made for actual work completed and on materials complete and delivered to site in Gjoa Haven, NU.
- .3 Mobilization and Demobilization:
  - .1 Mobilization shall include the delivery and storage of all materials, equipment, personnel etc. to the site which are required to complete the work. It shall also include the submission of miscellaneous project requirements such as schedules, shop drawings, project signage, etc.
  - .2 Demobilization shall include the return of all equipment, materials, personnel, etc. from the site following the final completion of the project.

- .3 No payment will be made until all shop drawings, schedules, and other submissions have been submitted to the satisfaction of the Engineer.

#### **1.18 CONTRACTOR'S USE OF SITE**

- .1 Use of site is limited to those areas in which work is to be done. Obtain written authorization from Local Council authorities for use of areas outside the immediate boundaries of the construction zone.
- .2 Ensure access to existing facilities, and water supply equipment, and utilities are maintained for authorized PW&S, CG&T, and Hamlet personnel.
- .3 Do not unreasonably encumber site with materials or equipment.
- .4 Obtain and pay for use of additional storage or work areas needed for operations.
- .5 Contractor to co-ordinate use of site with other Contractors working on site.
- .6 Contractor to complete work in a manner so as not to cause damage to public and private property.

#### **1.19 CLIENT DEPARTMENT**

- .1 The following persons have been designated by the Department of Public Works and Services for project issues:

Mr. Guntis Rozitis, Project Officer  
Department of Public Works and Services  
Cambridge Bay, Nunavut  
Ph: (867) 983-4144

#### **1.20 PROJECT MEETINGS**

##### **.1 Preconstruction Meeting:**

- .1 Within fourteen (14) days after Award of Contract, the Engineer will request a meeting in Gjoa Haven to discuss and resolve administrative procedures and responsibilities. The Project Officer will notify of time and place at contract award.
- .2 Senior representatives of the Owner, Engineer, Hamlet, Contractor and major Subcontractors will attend.
- .3 The agenda will include the following:
  - .1 Appointment of official representatives of participants in the work.

- .2 Construction Safety.
- .3 Schedule of work, progress scheduling.
- .4 Inspections and Site Meetings
- .5 Local Involvement.
- .6 Schedule of submission of shop drawings and samples.
- .7 Delivery schedule of specified materials.
- .8 Contemplated change notice, change orders, procedures, approvals required, administrative requirements.
- .9 Owner provided products.
- .10 Record drawings/O&M Manuals.
- .11 Take-over procedures, acceptance, warranties, progress claims, administrative procedures, photographs, holdbacks.
- .12 Appointment of inspection and testing agencies or firms.
- .13 Insurances, transcript of policies.
- .14 Other business.
- .4 The Engineer will chair the meeting and record discussion and decisions and will circulate minutes to all parties present.

**.2 Progress Meetings:**

- .1 During the course of work, progress meetings may be held as required by the project and will be called by the Engineer.
- .2 The Contractor, major Subcontractors, the Engineer and the Owner are to be in attendance.
- .3 Parties will be notified by the Engineer a minimum of five (5) days prior to the initial meeting;
- .4 The Engineer will chair and record minutes of meetings and circulate to those attending parties and others affected within five (5) days after the meeting.
- .5 The Agenda will include the following:
  - .1 Review, approval of minutes of previous meeting.

- .2 Review of work progress since previous meeting.
- .3 Field observations, problems, conflicts.
- .4 Problems which impede construction schedule.
- .5 Progress, schedule, during succeeding work period.
- .6 Maintenance of quality standards.
- .7 Pending changes and substitutions.
- .8 Review proposed changes for effect on construction schedule and on completion date.
- .9 Review "Project Record Copy" of drawings.
- .10 Other business.

#### **1.21 SETTING OUT OF WORK**

- .1 The Contractor shall: Assume full responsibility for and execute complete layout of work to locations, lines and elevations indicated.
- .2 Provide devices needed to lay out and construct work.
- .3 Supply such devices as straight edges and templates required to facilitate Engineer's inspection of work.
- .4 Supply stakes, nails, flagging, and other survey markers required for laying out work.
- .5 The Contractor shall notify the Engineer five days in advance of the layout of the site control. The Engineer shall be permitted 5 days to review this control prior to commencing the major works of the contract.

#### **1.22 LOCATION OF EQUIPMENT AND FIXTURES**

- .1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate. This includes the existing intake and discharge lines.
- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- .3 Inform Engineer of impending installation and obtain his approval for actual location.



- .4 Submit field drawings to indicate relative position of various services and equipment when required by Engineer.

### **1.23 CUTTING, AND PATCHING**

- .1 Obtain Engineer's approval before cutting, boring or sleeving load-bearing members.
- .2 Cut and patch as required to make work fit.
- .3 Make cuts with clean, true, smooth edges.
- .4 Where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.

### **1.24 ADDITIONAL DRAWINGS**

- .1 Engineer may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in Contract documents.

### **1.25 FINAL CLEANING**

All building surfaces, lights, doors, shelves, and equipment are to be left vacuum clean and are to be cleaned of all soil.

The final cleaning shall be completed prior to occupation of the building or to issuance of the Certificate of Substantial Completion.

**END OF SECTION**

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**END OF SECTION**

**PART 1 GENERAL**

**1.1 Section Includes**

- .1 Cash allowances.
- .2 Contingency allowance.

**1.2 Contingency Allowance**

- .1 Include in Contract Price a contingency allowance of \$ 50,000.00.
- .2 Do not include in Contract Price, additional contingency allowances for products, installation, overhead or profit.
- .3 Expenditures under contingency allowance will be authorized in accordance with procedures provided in GC 29, Changes in the Work.

**PART 2 PRODUCTS**

**2.1 Not Used**

- .1 Not Used.

**PART 3 EXECUTION**

**3.1 Not Used**

- .1 Not Used.

END OF SECTION