

PART 1 REFERENCES

This specification refers to the following standards, specifications, or publications:

Government of Newfoundland and Labrador, Department of Transportation and Infrastructure (TI), Municipal Infrastructure Division:

Equipment Rental Rate Schedule

ASTM International

D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft/lbf/ft³ (600 kN/m/m³))

PART 2 GENERAL

2.1 DOCUMENTS REQUIRED ON SITE

.1 Maintain at job site, one copy each of following:

- .1 Contract Documents, including this specifications document
- .2 Amendments
- .3 Reviewed shop drawings
- .4 Shop drawing log and list of outstanding shop drawings
- .5 Change Orders
- .6 Other modifications to contract
- .7 Request for Information (RFI)
- .8 Field test reports
- .9 Copy of approved work schedule
- .10 Manufacturers' installation and application instructions
- .11 Occupational Health and Safety Act and Regulations
- .12 Training certificates
- .13 Material Safety Data Sheet (MSDS)
- .14 All applicable approvals, certificates, and permits from the various Authorities Having Jurisdiction required to complete the Work. E.g. Departments of Environment and Climate Change, Transportation and Infrastructure, Industry, Energy and Technology~~Natural Resources~~, etc.
- .15 Guide to OHS Legislation NL – Trenching and Excavating
- .16 Transportation of Dangerous Goods Certificates
- .17 Site Specific Safety Plan including:
 - .1 WHMIS and MSDS

- .2 Copies of Site Inspections
- .3 Copies of Hazard Assessments
- .4 Copies of Tool Box Meetings Minutes with list of attendees
- .18 Copy of Contractor's Safety Manual including a valid Certificate of Recognition (COR) certified from the Newfoundland and Labrador Construction Safety Association (NLCSA) and Accident Investigations
- .19 All OH&S Meeting Minutes
- .20 Emergency contact numbers
- .21 Emergency Rescue or Response Plans and Equipment
- .22 TI Traffic Control Manual or Approved Municipality Traffic Control Manual

2.2 DATUM

- .1 All levels refer to the datum defined on the Contract Drawings.
- .2 Establish bench marks on the site. The Contractor is fully responsible for this and verification will not be by the Owner. The Contractor is to notify the Owner of any errors found immediately.

2.3 PRIVATE LANDS

- .1 The Contractor shall not enter upon, or occupy, with workers, equipment, tools, or materials of any nature, any lands other than public streets and roadways, except for the rights-of-way shown on the drawings, or other areas designated by the Owner and required for the performance of the Work, without the written permission of the owner of the land to be used. The Contractor shall pay for the temporary use of any such private land if requested by the property owner. This cost is incidental to the work.
- .2 The overall widths of the rights-of-way shall not be greater than that shown on the drawings, unless the Contractor has obtained consent from the proper parties and a certified copy of such consent shall be furnished to the Owner.

2.4 CODES AND NATIONAL STANDARDS

- .1 Perform Work in accordance with the latest edition of any code of national, provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- .2 Materials and quality of Work shall be in accordance with applicable standards of American Association of State Highway and Transportation Officials (AASHTO), American Society of Mechanical Engineers (ASME International), American Society for Testing and Materials (ASTM)

International), American Water Works Association (AWWA), Canadian General Standards Board (CGSB) and Canadian Standards Association (CSA Group), Transportation Association of Canada (TAC) and other referenced organizations.

- .3 Conform to latest revisions of dated referenced standards, as reaffirmed or revised to date of tender. Standards or Codes not dated shall be deemed editions in force on date of specifications.

2.5 SETTING OUT OF WORK

- .1 The Owner will provide only those survey control points and set such stakes as necessary to define general location, alignment and elevations of Work. Give the Owner reasonable notice of requirements for such control points and stakes.
- .2 Before the commencement of any Work, the accuracy of the lines, positions, elevations, and grades shown on the drawings shall be checked and agreed upon at the site jointly by the Contractor and the Owner.
- .3 Set grades and lay out Work in detail from control points and grades established.
- .4 Assume full responsibility for and execute complete layout of Work to locations, lines and elevations indicated.
- .5 Provide devices, including stakes and survey markers, required to lay out and construct Work.
- .6 The checking of, or setting out, of lines or levels by the Owner shall not in any way relieve the Contractor of their responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, profiles and other things used in setting out the Works. If at any time during the progress of the Works, any error shall appear or arise in the Works, the Contractor shall at their own expense rectify such error to the satisfaction of the Owner, unless such error is based on incorrect data supplied in writing by the Owner.
- .7 The Contractor shall keep the Owner informed a reasonable time in advance of the time and places at which he wishes to do the Work in order that information lines, elevations and grades may be confirmed and necessary measurements for record and payment purposes may be made with the minimum of inconvenience. No payment shall be made for the cost to the Contractor of any Work or delay occasioned by establishing or checking lines and grades or making other measurements and no extensions of time shall be allowed for any delay occasioned thereby.

2.6 NATURE OF SITE

- .1 Investigate and become familiar with the nature of the ground in which the Works are to be constructed and all other matters affecting the installation of the Works.
- .2 The ground water table on part of the site may be at such a level as to cause flotation or other damage to the structures. Observe all precautions against flotation of the structures during construction, and be responsible for any damage caused by flotation.
- .3 Excavate any trial holes and do any other Work necessary for locating existing structures, pipelines, cables and other obstructions, shown on the contract documents, affecting the construction of the Works.

2.7 LOCATION OF EQUIPMENT AND FIXTURES

- .1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.
- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- .3 Inform the Owner of impending installation and obtain their approval for actual location.
- .4 Submit field drawings to indicate relative position of various services and equipment when required by the Owner.

2.8 CONCEALMENT

- .1 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.
- .2 Before installation, inform the Owner if there is a contradictory situation. Install as directed by the Owner.

2.9 EXISTING UNDERGROUND SERVICES

- .1 Where Work involves breaking into or connecting to existing services, carry out Work at times directed by the Owner, with minimum disturbance to pedestrian and vehicular traffic.
- .2 Before commencing Work, establish location and extent of known service lines, pipelines, cables, structures and other obstructions in area of Work and notify the Owner of findings. Protect all known underground services affected by operations under this contract and repair any damage caused by such operations, either directly or indirectly, and pay all costs.

- .3 Submit schedule to, and obtain approval from, the Owner for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.
- .4 Where unknown services are encountered, immediately advise the Owner and confirm findings in writing.
- .5 Remove abandoned service lines within 2 m of structures. Cap or otherwise seal lines at cut-off points as directed by the Owner.
- .6 Record locations of maintained, re-routed and abandoned service lines.
- .7 Protect, relocate or maintain existing active services as required. When inactive services are encountered, cap off in a manner approved by Authorities Having Jurisdiction over service.
- .8 Should it be necessary to connect to lines which are controlled by another utility company other than the Owner, carry out such connections in accordance with the specific instructions of the representative of the utility concerned.
- .9 No valve or other control on any existing water system or other utility shall be operated for any purpose by the Contractor without the prior written approval of the Owner. Such approval requires 4 days written notice unless otherwise specified by the Owner. The Owner or representatives of the Owner or operator of the utility will be present when these controls are operated.
- .10 Where a Contractor is required to install storm or sanitary sewer mains beginning at an existing maintenance hole or section of main, the Contractor shall install temporary 6 mm mesh screen over the outlet pipe of the first downstream maintenance hole to prevent silt and gravel from entering the existing system from the new Work. If this location is not appropriate, the Owner may chose a more suitable location.

2.10 ALTERATIONS, ADDITIONS OR REPAIRS

- .1 Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with the Owner to facilitate execution of work.
- .2 Where security has been reduced by work of contract, provide temporary means to maintain security.
- .3 Provide temporary dust screens, barriers, warning signs in locations where work is adjacent to facilities used by public.

2.11 RELICS AND ANTIQUITIES

- .1 Relics and antiquities and items of historical or scientific interest such as cornerstones and contents, commemorative plaques, inscribed tablets, and similar objects found on site or in buildings to be demolished, shall remain the property of Owner. Protect such articles and request directives from the Owner.
- .2 Give immediate notice to the Owner if evidence of archaeological finds are encountered during construction, and await their written instructions before proceeding with Work in this area.
- .3 If Work cannot proceed elsewhere then the work may be paused without penalty to the Owner or Contractor until approval to proceed is received.

2.12 EQUIPMENT RENTAL

- .1 Make available to the Owner upon written request, available equipment which the Owner may wish to rent to carry out Work beyond the scope of bid items. Rental rates will be in accordance with current Government of Newfoundland and Labrador, Department of Transportation & Infrastructure, Municipal Infrastructure Division Equipment Rental Rate Schedule and Section 01610. Hourly rental of equipment will be measured in actual working time and necessary travelling time of equipment within limit of project.

2.13 EXCESS EXCAVATION MATERIALS

- .1 The priority of claim for use of excess waste material shall be:
 - .1 First: Other areas of the project where there is a deficiency of material.
 - .2 Second: Areas designated in the contract drawings. (Maximum quantities shall be specified.)
 - .3 Third: Other locations selected by the Owner as a dump site.
 - .4 Fourth: Other locations selected by the Contractor and approved as a dump site by the Owner.
- .2 The dump site or sites shall be graded by the Contractor and left in a condition acceptable to the Owner. The Contractor shall also ensure that approved disposal sites are available so that the Work shall not be delayed.

2.14 OVERHAUL

- ~~3.1~~ Overhaul shall only apply to subsections 2.13.1.1 and 2.13.1.3 listed above and 2.13.1.2 when maximum quantities are exceeded and only to that portion over the quantities specified.
- ~~4~~ Where indicated in the specifications, additional payment will be made for excavated materials hauled in excess of the free haul limit. Clearing and Grubbing, Clearing, Grubbing, Granular Base Courses, Asphaltic Courses, etc., are not considered excavated materials, and no payment for overhaul will be made in connection with these items. ~~Overhaul distance will be measured in one kilometre units from the end of the two kilometre free haul limit. Fractional kilometres will be allowed as full kilometres.~~
- ~~5.2~~ ~~Overhaul will be at the Unit Price bid for each cubic metre for each additional kilometre beyond the free haul limit for rock or other material.~~
- ~~6.1~~ ~~The dump site or sites shall be graded by the Contractor and left in a condition acceptable to the Owner. The Contractor shall also ensure that approved disposal sites are available so that the Work shall not be delayed.~~

2.142.15 TEMPORARY SUPPLY OF WATER AND SEWER SERVICES TO OCCUPANTS

- .1 Where buildings have wells which are used as a source of potable water and should loss of water occur in individual wells as a result of lowering of the ground water table due to carrying out the Work, the Owner will supply affected occupants with water on a temporary basis. If the Owner requires that the Contractor supply water on a temporary basis, the Contractor shall be paid for this additional Work as a Cash Allowance item. The method of payment shall be in accordance with Section 01020. The Contractor will not be responsible for finding an alternative supply. The Contractor will test the temporary system as required by the Owner.
- .2 If it is not feasible, as determined by the Owner, to maintain the existing system and the Contractor is required to install and operate a temporary system; the Contractor shall be paid for this additional Work as a Cash Allowance item. The method of payment shall be in accordance with Section 01020.

2.152.16 MAINTAIN EXISTING SUPPLY OF WATER OR SEWER SERVICES TO OCCUPANTS

- .1 Where buildings are supplied potable water by a piped system that is indicated on the drawings, the Contractor shall be responsible to maintain the existing system. The method of payment to the Contractor for

maintaining the existing system shall be a lump sum item as per the MERX Schedule of Quantities and Prices.

- .2 Where buildings are serviced by a piped system that is indicated on the drawings, the Contractor shall be responsible to maintain the existing system. The method of payment to the Contractor for maintaining the existing system shall be a lump sum item as per the MERX Schedule of Quantities and Prices.

2.162.17 FIRE COMMISSIONER'S BULLETINS

- .1 All Work and installations shall comply with installation, safety and fire requirements of the Provincial Fire Commissioner.

2.172.18 ATTENDANCE UPON THE OWNER'S REPRESENTATIVE

- .1 The Contractor shall provide, at the Owner's request, whatever assistance is required to aid the Owner in their measurement and inspection of the Work.

2.182.19 COMPACTION DENSITIES

- .1 Unless otherwise specified, ~~otherwise~~ all compaction densities shall be a minimum of ~~are~~ 95 % Standard Proctor Density, determined in accordance with ASTM D698 and corrected as specified in accordance with Section 02501 – Corrected Maximum Dry Density].

2.192.20 REQUESTS FOR INFORMATION (RFI)

- .1 In the event that the General Contractor or any Subcontractor involved in the Work, determines that some portion of the drawings, specifications, or other contract documents requires clarification or interpretation by the Owner, the General Contractor shall submit a Request for Information (RFI) in writing to the Owner.
- .2 RFI's may only be submitted by the General Contractor and shall only be submitted on the RFI Form as required by the Owner. Any RFI's submitted, not on the official RFI Form will be returned to the Contractor unreviewed.
- .3 In the RFI, the General Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Owner.
- .4 In the RFI, the General Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.

- .5 The Owner will review all RFI's to determine whether they are valid RFI's. If it is determined that the document is not a valid RFI, it will be returned to the General Contractor, unreviewed, with an explanation why it was deemed not valid.
- .6 An RFI Response shall be issued within five (5) business days of receipt of the request from the General Contractor unless the Owner determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Owner, the Owner will, within five (5) business days of receipt of the request, notify the General Contractor of the anticipated response time.
- .7 If the General Contractor submits an RFI on an activity with five (5) business days or less of float on the current project schedule, the General Contractor shall not be entitled to any time extension due to the time it takes the Owner to respond to the request provided that the Owner's responds within the five (5) business days set forth above.
- .8 An RFI Response from Owner will not change any requirement of the Contract Documents. In the event the General Contractor believes that the RFI Response will cause a change to the requirements of the Contract Documents, the General Contractor shall within five (5) business days give written notice to the Owner stating that the General Contractor believes the RFI Response will result in a Change Order and the Contractor intends to submit a "Proposed Change Order" request. Failure to give such written notice of five (5) business days shall waive the General Contractor's right to seek additional time or cost under the requirements of the Contract Documents.

PART 3 PRODUCTS

3.1 NOT APPLICABLE

PART 4 EXECUTION

4.1 NOT APPLICABLE

PART 5 PAYMENT

5.1 MEASUREMENT FOR PAYMENT

- .1 Overhaul will be at the Unit Price bid for each cubic metre for each additional kilometre beyond the free haul limit for rock or common material.

- .1 Overhaul distance will be measured in one kilometre units from the end of the two kilometre free haul limit. Fractional kilometres will be allowed as full kilometres.

PART 65.2 BASIS OF PAYMENT

- .1 With the exception Overhaul (Parts 2.14), Temporary Supply of Water and Sewer Services to Occupants and (2.15), and Maintain Existing Supply of Water or Sewer Services to Occupants (2.16), no separate or direct payment will be made for Work as outlined in this specification.
- .2 Temporary supply of water and sewer services to occupants (-Parts 2.145 of this section), and 2.15, if required, shall be paid for in accordance with Section 01020 - Cash Allowances. will be included as pay items in the MERX Schedule of Quantities and Prices either under this specification or 01020 as indicated.
- .3 Maintaining the existing supply of water or sewer services to occupants (2.16 of this section) shall be paid for at the completion of the Work.
- .4 Costs of all other Work specified in this section is deemed to be included in the lump sum and unit prices quoted in the MERX Schedule of Quantities and Prices.