

GENERAL INSTRUCTIONS

1. SCOPE OF WORK

The Work of this Contract consists of the supply, installation and construction of the work shown on the Detailed Engineering Plans in conformance with the Detailed Specifications and City of Estevan Standard Drawings and includes all materials, products, plant, equipment, labour, supplies, superintendence and all work incidental to a complete installation. The Work shall not be deemed complete until all constituent components have been installed as specified and are operating satisfactorily.

2. CONTRACTOR

The Work of this Contract shall be deemed the responsibility of the General Contractor as a single construction contract. The General Contractor is advised to ensure that all his subcontractors have furnished performance and guarantee bonds, labour and material payment bonds and course of construction and liability insurance.

3. SPECIFICATIONS AND CONTRACT DOCUMENTS

3.1 Abbreviated sentences with phrases such as “the Contractor shall” deliberately omitted shall be read as though they are complete with the phrases included. The words such as “provide” or “install” shall mean “supply and install”.

Wherever standard specifications (CSA, ASTM, etc.) are referred to in the specifications or drawings, the most current edition shall apply.

In the event of clear conflicts or ambiguities between the Detailed Specifications and other sections of the Contract Documents, the Engineering Services Division shall, in the first instance, issue an interpretation of the intent of the Contract.

3.2 The Contractor shall maintain a full set of Contract Documents, Shop Drawings, Detailed Drawings, construction schedule, construction records, manufacturers’ instructions, Occupational Health and Safety Regulations and meeting minutes, field test reports, change orders, Material Safety Data Sheets and other such reference documentation on site.

The Owner will provide the Contractor with three (3) copies of drawings and specifications for construction and reference purposes.

3.3 Payment for completed items of work shall be based upon measurements done by the Engineering Services Division using generally accepted field survey or quantity take-off methods. Quantity measurements requiring the use of survey stakes or grade sheets shall be based upon stake intervals not exceeding 20 meters.

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4.0 MOBILIZATION AND DEMOBILIZATION

- 4.1 The cost of mobilization and demobilization shall be deemed incidental to the unit prices in the tender form for items of work, unless identified as a separate item in the Schedule of Unit Prices. Mobilization includes bonding, insurance, permits, moving personnel, materials and equipment to the site of the work, compliance with the provision of the Contract Documents not otherwise identified in the Detailed Specifications, temporary facilities, materials and equipment storage and all other preparation for the performance of the work. Demobilization includes the removal of all personnel, materials, equipment, final submittals and final clean up.
- 4.2 When mobilization and demobilization is included in the Schedule of Unit Prices as a work and payment item, the lump sum price bid therefore shall be relative to the costs involved but shall not exceed ten (10%) percent of the Contract Amount. Payment shall be made by the Owner on the basis of sixty (60%) percent of the contract lump sum unit price with the first progress payment and the balance forty (40%) percent of the contract lump sum unit price with the final payment upon completion of construction.
- 4.3 Mobilization and demobilization shall include an allowance for completion during the year of commencement, unless otherwise specified in the Contract Agreement. There will be no extra payment for this work for work left outstanding in any subsequent years.

5.0 MATERIALS

All materials incorporated into the work shall be new, not damaged nor defective, shall conform to the requirement of the respectedetailed specifications and when not specifically indicated as Owner supplied, shall be furnished by the Contractor.

In the case of disputes regarding the quality, fitness or defect in products, materials or workmanship the Engineering Services Division's decision shall be final.

The Engineering Services Division may order more readily available substitutions at no increase in the Contract Amount, if delays are encountered in the delivery of materials furnished by the Contractor.

Materials shall be stored in a manner as to prevent damage, deterioration, soiling, contamination, damage from weather or moisture, block surface water flow, prevent injury to workers or the public, orderly fashion to enhance the work flow and to prevent rise in temperature so as to cause ignition. Materials shall be stored in manufacturer's bundles or packages with seals and labels intact, covered with waterproof tarpaulins, heated or ventilated as required, staked as recommended by manufacturers with sheet goods on flat solid supports clear of grade.

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All materials furnished by the Contractor for incorporating into the work shall vest in and become property of the Owner upon delivery to the site of the work, but shall be deemed to remain in the Contractor's custody until Final Completion.

Materials specifically indicated as furnished by the Owner shall be examined by the Contractor for defects, quality and fitness and accepted in writing by the Contractor. Such material shall thereupon be deemed to be in the Contractor's custody for incorporation into the work. The Contractor shall conform to the requirements for storage, handling, protection and incorporation of all such Owner supplied materials into the work.

Private property shall not be used for storage or materials unless written permission, from the owner or occupant of such property, has first been obtained by the Contractor and copied to the Engineering Services Division.

6.0 REGULATORY COMPLIANCE

6.1 The Contractor shall comply with the laws and regulations of the place of the Work including the bylaws of the City of Estevan, the Public Health Act, the Builder's Lien Act, the Occupational Health and Safety Act, the Environmental Protection and Management Act, the Water Corporation Act, the statutes governing power, natural gas, telephone and cable television utilities, Workers' Compensation Act and any regulations there under. Without limiting the extent of provincial and federal statutes cited herein, the Contractor shall also conform to the requirements of any other provincial or federal statutes or regulations that may apply to the work of this Contract.

6.2 The Contractor shall apply, pay for and obtain any permits, approvals or licenses under the provisions of such statutes or regulations including business licenses.

7.0 SUBMITTALS

7.1 The Contractor shall provide for the Engineering Services Division's review of all submittals with promptness and in orderly sequence, after conducting his own review of such submittals. Submission to the Engineering Services Division shall represent that the Contractor has verified measurements, construction criteria, materials, catalogue and reference numbers and similar data. Delays caused by the insufficiency of the Contractor's review shall not be considered sufficient reason for extensions in the Contract time.

All submittals shall be legible and comprise of at least two (2) copies, unless specified otherwise in the Special Provisions of these Contract Documents, submitted in accordance with a schedule pre-arranged with the Engineering Services Division for submission, review and return with comments.

Work affected by submittals shall not commence until reviews have been completed. The Engineering Services Division's review of submittals shall be for general conformity with the Contract Documents, design intent, construction

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completion dates and general arrangement only and shall not relieve the Contractor of the responsibility for errors, omissions, deviations from the requirements of the Contract Documents, correlation on the site or accuracy of details for submittals pertaining to fabrication, means and methods of construction, installation, workmanship and the co-ordination of subcontractors.

7.2 Submittals, without limiting the generality of the following information include:

- .1 Test results shall identify product or material, supplier, date of manufacture, reference standard, compliance criteria, test results, dates of tests, mix designs, gradations.
- .2 Product data shall indicate assembly drawings, materials listing, principal dimensions, components, parts, reference standards, compliance criteria, operation data and curves, operation manuals, product date, model number, manufacturer, supplier, dates of manufacture/testing.
- .3 Shop drawings drawn in the SI system of metric units to a sufficiently large scale showing pertinent features, methods of connection, dimensions, design and fabrication details, parts and component details, materials listing.
- .4 Site records shall indicate progress of work, dates of commencement and completion of each phase; site visitors, inspectors, measured and computed quantities, daily weather conditions, materials delivery, equipment and workmen in each category or trade employed on site and duration of respective work, safety meetings, permits, licenses, bonds, insurance, accidents, grade sheets and site instructions.
- .5 Construction schedule in the form of bar charts for each trade or phase of work showing commencement and completion dates and other contract schedules.
- .6 Construction record drawings marked up to indicate changes, deviations and actual dimensions where the Contractor has been instructed to affect a change.
- .7 Operation and maintenance manuals shall be prepared and submitted in conformance with the Detailed Specifications.

8.0 QUALITY CONTROL

The Contractor shall be responsible for the quality of material and workmanship and shall perform such inspections and tests as are necessary to conform to the requirements of the Contract Documents including the compliance with codes, laws and bylaws, laboratory and mill testing to ensure product and material quality control.

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The Owner (unless otherwise specified in the Special Provisions) will pay for and carry out inspections, survey layout and laboratory testing such as gradation of granular materials, compacted densities of earthwork, road construction and paving materials, concrete compressive strength, slump and entrained air contents which testing shall not be construed to be on behalf of the Contractor nor to provide quality control nor will it relieve the Contractor of his obligations under the Contract Documents.

The Contractor shall provide samples to the Owner's testing agency at no cost and shall facilitate the inspections and sampling by allowing full access to the work, coordinating notifications well in advance of covering up and making good work disturbed by such inspections and tests, at no additional cost to the Owner.

The cost of retests incurred by the Owner for materials that fail to conform to these Contract Documents shall be borne by the Contractor.

9.0 SETTING OUT OF THE WORK

9.1 The Contractor shall provide the Engineering Services Division with sufficient notification, prior to commencement of construction of the work of the Contract or portions thereof, to provide the Engineering Services Division sufficient time to lay out the work by survey stakes and prepare grade sheets.

The times shall not include week-ends or statutory public holidays.

9.2 The Engineering Services Division will provide horizontal and vertical control reference points by means of wooden hubs and stakes offset from the work, indicating station and offset distance and at a maximum of 20 meter spacing. Grade sheets indicating hub or stake station, cut or fill elevation or distance and offset distance will be provided to the Contractor.

9.3 The Contractor shall satisfy himself that the hubs and stakes are correctly marked, representing the correct locations and grades and report any discrepancies to the Engineering Services Division. No claim for extensions in time or additional costs for delays or replacement of incorrect installations shall be allowed due to the Contractor's failure to check hubs and stakes.

9.4 The Contractor shall preserve all stakes, hubs, reference marks and survey monuments and replace, at his own cost, any that are destroyed or removed.

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10.0 EXAMINATION OF SITE

The Contractor shall examine the site of the work and satisfy himself as to the nature and location of the work, local conditions, soil conditions and topography and probable conditions to be encountered. Commencement of construction signifies that the Contractor has accepted all risks to be encountered in the performance of the work. The Contractor shall notify the Engineering Services Division immediately in writing of any conditions that may prejudice a proper installation.

11.0 COMPLETION AND MAINTENANCE

11.1 The time required for completion of the work of this Contract shall be of the essence. The Contractor shall commence construction of the work within seven (7) days of the date of Notice to Proceed issued by the Engineering Services Division, unless otherwise agreed to by the Owner.

The work shall be completed and possession thereof given to the Owner on or prior to the completion date of the Contract Agreement, unless the completion date is altered by the Engineering Services Division due to extensions of time which may be granted and for which written applications have been made by the Contractor. Failure of the Contractor in making applications for contract time extensions at the time of event, where an extension is justified, will result in the Contractor waiving his rights of obtaining extensions.

11.2 Failure by the Contractor to complete the work by the completion date or any extensions granted thereto, shall result in the Contract Amount being set off for the costs incurred by the Owner for additional engineering, inspections, maintenance, delay to following contracts, etc. affect to and as liquidated damages at a rate of \$500.00 per day for the time taken to complete the work beyond the contract completion date.

11.3 The Contractor shall warrant and maintain the work of this contract for a period of one (1) year from the date of the Certificate of Completion issued by the Engineer.

12.0 HOLIDAYS AND NIGHT WORK

The Contractor shall not work on any day normally observed as a statutory public holiday or at night without written permission by the Engineering Services Division. When night work is authorized, the Contractor shall supply a sufficient number of electric lighting to enable effective, safe and efficient work.

13.0 PROTECTION OF PROPERTY

The Contractor shall carry out his work in a manner that causes the least possible damage to abutting property and shall protect all grass, shrubs, landscaping, walk, trees, posts, poles and other features unless their removal has been authorized.

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The Contractor shall confine his work to the land or rights-of-way provided by the City. Land occupied or used in any way outside of the prescribed limits shall require consent of the property owner and the Contractor shall restore any damage to public or private property caused by the construction and not specifically authorized herein, at his own cost and expense at a condition as good as or better than its pre-existing conditions.

14.0 WORK SEQUENCE

The Work of this Contract shall be executed in a sequence that best meets the intent of the detailed drawings and shall conform to the special requirements, if applicable.

15.0 PROVISIONAL WORK

Work or pay items identified in the Schedule of Unit Prices as provisional items are not representative of construction quantities expected to be encountered during performance of the work and may be deleted in their entirety by the Owner. Variations or deletions in the quantities of such provisional items shall not constitute just cause for claims by the Contractor under the provisions of this Contract.

16.0 TEMPORARY FACILITIES, AIDS AND CONTROL

16.1 Temporary Utilities:

The Contractor shall provide at his own cost for the performance of the work all temporary utilities including power, natural gas, fuels, water, lighting, telephones, heating, ventilation, temporary offices for the Contractor's use, storage of materials, protection of the work, heating and curing concrete or asphaltic materials and ventilate or cool storage areas. The Contractor shall furnish temporary toilets, shelters and sanitary conveniences for his workers as well as temporary fire protection for his equipment and abutting properties where required including extinguishers.

16.2 The Contractor shall furnish, install and maintain all required construction aids including temporary enclosures such as tarpaulins, barricades, canopies, steps, platforms; temporary access roads and temporary extreme weather condition protection.

16.3 The Contractor shall be responsible for the location, protection, removal and restoration of existing utilities and structures or for the damage which may occur to such utilities and features including pipes, culverts, ditches, gas lines, power lines, traffic signals, telephone lines, television lines, sidewalks, curbs, gutters, poles, fences from performance of the work.

The Contractor shall provide the utility companies and owners of surface features and structures at least 48 hours advance written notification before commencing work in the vicinity of existing utilities and structures.

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The Contractor shall pay the costs for the protection and inspection of existing utilities and structures. The Contractor shall be responsible for the costs of restoring damage to any utilities or structures except where the Owner has previously agreed in writing to assume the costs of relocation of such utilities and structures.

No extensions to the contract time shall be allowed due to delays caused by the time taken to repair unauthorized damage to utilities and structures.

Information regarding existing utilities and structures may be shown on the drawings as information only, for design purposes and is not necessarily complete, correct or current.

16.4 The Contractor shall pay the costs for the following temporary control:

- .1 Noise: in conformance with the bylaws of the City of Estevan.
- .2 Dust: water or palliatives shall be used to prevent the production of objectionable amounts of dust.
- .3 Wastes: disposal containers shall be provided and wastes hauled away to the City's landfill site.
- .4 Pollution: in conformance with City of Estevan bylaws, and government statutes and regulations.
- .5 Worker and Public Safety: in conformance with the Canadian Construction Safety Code, Workers' Compensation Board Regulations, the Occupational Health and Safety Act and Regulations and City of Estevan bylaws regarding safety in construction and work zones.
- .6 Traffic:

The Contractor shall provide temporary traffic control and the maintenance of temporary vehicular and pedestrian access to private properties and businesses affected by the performance of the work. The Contractor shall supply and maintain all temporary traffic control devices including warning signs, flares, barricades, guard rails, flag persons, watchmen and other such devices and services as may be required to warn and protect workers and the public from work in progress and site traffic.

These devices shall not be removed until all danger to the public, workers or traffic has been abated. Roadways or pedestrian walks which have been disturbed by the work shall be made safe for the passage of traffic prior to the removal of temporary traffic control.

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Where the complete closure of public roadways and detours to all traffic have been approved by the City, the City will assist the Contractor with the co-ordination of such closures and diversion of traffic on detour roads only to the extent of notification to the public, police, ambulance and fire services. The Contractor shall undertake the balance of the work required therefore.

All rules, regulations and directives of the City shall be observed. The procedures, services and devices specified in the Uniform Traffic Control Devices for Canada for temporary traffic control and accommodation shall be followed as adapted to the site conditions by the Engineering Services Division.

- .7 Drainage: temporary drainage and pumping as necessary to keep excavations and site free from surface and ground water. Water containing pollutants and heavy sediment loads shall not be discharged into the sewers or waterways.

17.0 INTERRUPTION AND TEMPORARY DISRUPTION OF MUNICIPAL AND FRANCHISE UTILITY SERVICES

The Contractor shall endeavor to maintain uninterrupted Municipal Water and Sewer Utility services to the City's utility customers and Franchise (gas, power, telephone and cable television) Utility services to their customers during performance of the work of this Contract.

In the event that interruption or disruption of utility services becomes necessary to accommodate construction, the Contractor shall, after receiving written approvals from the utilities, do so in conformance with the conditions of such approval.

Interruption to municipal utility services requiring the provision of temporary services, shall be as prescribed in the Detailed Specifications and in conformance with the City's Water and Wastewater Bylaw. Interruptions of services to the City's residential customers may be permitted between the hours of 08:00 and 16:00 weekdays only, provided that every affected residential customer has been provided the prescribed advance notification. Utility services must be restored outside the aforementioned hours.

18.0 CONSTRUCTION SITE

The Owner will provide the lands upon which the work of this Contract is to be constructed. All work, equipment, excavation, stockpiles, surplus materials, etc. shall be contained within the public right of way or other approved sites. Other contracts related to the work may be in progress during the work of this Contract. The Contractor shall ascertain the boundaries of the site of the Work, private properties upon which the Owner has obtained easements and rights-of-way for the Work and other contracts which will require co-ordination by the Contractor.

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19.0 CLEAN UP

The Contractor shall maintain his work areas at the site of the work in a clean state as the work progresses and upon completion remove all remaining waste materials, temporary facilities and haul to waste or surplus to designated disposal areas or salvaged materials to the City Yards.