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DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

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END OF SECTION

1. PROPERTY PINS

- .1 It will be the responsibility of the Contractor to protect and maintain existing property pins throughout the entire contract unless they are in the excavation limits for the pipe work. If there are property pins in pipe work excavation limits, they are to be identified to the Consultant prior to beginning the work.
- .2 Contractor will be charged \$1,000.00 for each pin removed. This will be held back on the progress claim.

2. WORKING HOURS

- .1 The Contractor shall inform the Consultant of his normal working hours and shall give a reasonable notice (48 hours minimum) of any alterations to them.
- .2 No night work will be allowed unless it is an emergency or special conditions which have been previously allowed, in writing, by the Owner or the Consultant. This item also applies for work done too early in the morning or too late in the evening.
- .3 Work will not be permitted on Sundays.

3. CONTRACTOR'S AVAILABILITY OUTSIDE WORKING HOURS

- .1 The Contractor is hereby notified that he shall appoint a representative that will be available outside working hours, including nights and weekends, to answer to issues that may arise (i.e.: signs and barricades fallen due to the wind, ruts in roadway, access to driveways, etc.) and address them no later than two (2) hours after receiving the notice from the Consultant or Owner's representatives.
- .2 If after two (2) hours, the Contractor has not responded to the issue, the Owner will take care of the situation and invoice the Contractor at the Owner's standard rates including all overtime premium fees, when applicable.
- .3 This item will not be measured for payment, but will be considered incidental to the work.

4. EXCESSIVE NOISE

- .1 The Contractor shall conform to all applicable local by-laws or ordinances concerning excessive noise. The Contractor shall take all necessary measures and reasonable precautions to limit the amount of excessive noise to a minimum.

5. REMOVAL OF CONTRACTOR'S EMPLOYEES

- .1 The Contractor shall, at the request of the Consultant, remove from the work any person employed on the work, who, in the opinion of the Consultant, is incompetent or has been conducting himself improperly and the Contractor shall not permit a person so removed to return to the work site.
- .2 No person under the influence or intoxicated will be tolerated or permitted to remain on the work site. Any such person could be fired.
- .3 The present item also applies to staff or directing personnel of the Contractor.

6. SCALES AND WEIGHING PROCEDURES

- .1 The Contractor is responsible to ensure that all material which are paid per tonne be weighed and a copy of the ticket be submitted to the Consultant.

7. CHANGES IN ALIGNMENTS AND GRADES

- .1 The Consultant reserves the right to effect such changes to the alignments and elevations as may prove necessary, during the progress of the work.

8. WORK PLAN

- .1 The contractor shall present a work plan for approval by the Consultant and it shall include:
 - .1 A sediment control plan to show how the potential drainage water will stay within the work area;
 - .2 The laydown area for the equipment and materials if any;
 - .3 The operation process to excavate the material and place in the trucks;
 - .4 The existing earth berm can be modified to serve as a truck loading area or use and other method.

9. TRAFFIC ON THE EXISTING ROAD

- .1 The Contractor shall be responsible to coordinate his work with the Wharf Manager. An access and traffic plan will be required for approval by the Wharf Manager and the Consultant. The plan shall make sure the Fish Plan parking, access to parking and delivery truck route is not affected by the work and it shall include:
 - .1 The point of access by truck during the haulage operations.
 - .2 The proposed barrier system to separate the work area from Wharf operations.
- .2 The Contractor shall ensure that the condition of the lanes used by the public is acceptable for safe operation without damaging vehicles. The Entrepreneur will be liable for damage to vehicles caused by poor road conditions.
- .3 The Contractor shall ensure that there is constant and safe access to vehicles, pedestrians and merchants affected by the construction zone.
- .4 The Contractor will be responsible for restoring the site and access to an equivalent or better condition.
- .5 The above works will not be measured for payment but shall be considered as an incidental to the work.

10. CONTRACT QUANTITIES

- 1. Contract quantities may be extended or reduced depending on contract prices and budget available. There shall be no price adjustment within a variation of plus au minus 25% of the contract quantities.

11. SNOW REMOVAL

- .1 The Contractor will be responsible for snow removal from the site and access to the site from the public street. Snow removal work will not be measured for payment purposes but will be considered incidental to the work.

END OF SECTION

Part 1 General

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work under this Contract covers, but is not limited to the following:
 1. All labour, all products (i.e.: materials, machinery, equipment and appliances), all construction materials and all services that may be necessary for the execution of the work in accordance with the contractual documents.
- .2 The work covered by this contract includes, but is not limited to:
 - .1 Preparation of a truck loading pad;
 - .2 Excavate the existing dredging material in the confinement cell;
 - .3 Haulage of the excavated material to the disposal site;
 - .4 Restore the site and access to the site
 - .5 Clean the site access path and road.
- .3 Acceptable landfills are the following sites:
 1. Envirem Organics at 325 Perimeter rd, Miramichi, NB;
 2. Envirem Organics at the end of Hodgins Street, Belledune NB.
- .4 The Contractor will be responsible for contacting the Landfill Manager to select the landfill site for this project. The Miramichi landfill is closer to Lamèque, but if the Belledune site is more advantageous for its operations, the Contractor may coordinate with the Manager.

1.2 MEASUREMENT FOR PAYMENT

- .1 The work under this section will not be measured for payment but shall be considered incidental to the work.
- .2 Notify Consultant sufficiently in advance of operations to permit required measurements for payment. All measurements for payment shall be done by the Consultant. Quantities shall be as calculated by the Consultant.
- .3 Give the chance to, and assist, the Consultant for doing all measurement for payment work. No claim shall be entertained for any delay in work progress that might occur due to the measurement for payment activities.
- .4 Measurement for payment is to be done when work items are completed, installed, constructed or others, as the case may be, and approved by the Consultant.

- .5 All measurements for payment are to be for materials in place, be it either per unit, lineal metre, cubic metre, square metre or tonnes. Measurements in square metres are to be in square metres of contact area, to the prescribed thicknesses.
- .6 No payment shall be made for materials installed to a thickness less than or in excess of the prescribed one unless it has been directed or ordered by the Consultant in writing.

1.3 CONTRACT TIME

- .1 The Work must be substantially completed within **fifteen 15 days** after commencement of construction. Construction is to begin no later than **one (1) week** after the Contract has been awarded.

1.4 CONTRACT METHOD

- .1 Construct Work under unit price contract.

1.5 WORK SEQUENCE

- .1 Construct Work in stages to accommodate Owner's intermittent use of premises during construction.
- .2 Coordinate Progress Schedule and coordinate with Owner's intermittent use of premises during construction.
- .3 Construct Work in stages to provide for continuous public usage.
- .4 Maintain fire access/control.

1.6 CONTRACTOR USE OF PREMISES

- .1 Use of site: Limited to the right-of-ways for the execution of the works. The Contractor shall have all stockpiling and storage areas approved by landowners and Consultant.
- .2 Coordinate use of premises under direction of the Consultant.
- .3 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .4 Remove or alter existing work to prevent injury or damage to portions of existing work which remain.
- .5 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by the Consultant.
- .6 At completion of operations condition of existing work: equal to or better than that which existed before new work started.

1.7 OWNER OCCUPANCY

- .1 Owner will occupy premises during entire construction period for execution of normal operations.
- .2 Co-operate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

1.8 SUPPLY OF MATERIALS

- .1 Contractor shall supply all materials and equipment required to complete the contract work.

1.9 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING SITE

- .1 Execute work with least possible interference or disturbance to site operations, consumers/occupants, public and/or normal use of premises. Arrange with Consultant to facilitate execution of work.
- .2 Where security is reduced by work, provide temporary means to maintain security.

1.10 EXISTING SERVICES

- .1 Conduct a cable locate of underground power and utility prior to beginning the work.
- .2 Notify Consultant and utility companies of intended interruption of services and obtain required permission.
- .3 Provide alternative routes for personnel, pedestrian, and vehicular traffic.
- .4 Establish location and extent of service lines in area of work before starting Work. Notify Consultant of findings.
- .5 Submit schedule to and obtain approval from the Consultant for any shut-down or closure of active service or facility including power and communications services. Adhere to approved schedule and provide notice to affected parties.
- .6 Where unknown services are encountered, immediately advise the Consultant, and confirm findings in writing.
- .7 Construct barriers to secure the work site where required.

1.11 DOCUMENTS REQUIRED

- .1 Maintain at job site, one copy of each document as follows:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.

- .4 Reviewed Shop Drawings.
- .5 List of Outstanding Shop Drawings.
- .6 Change Orders.
- .7 Other Modifications to Contract.
- .8 Field Test Reports.
- .9 Copy of Approved Work Schedule.
- .10 Health and Safety Plan and Other Safety Related Documents.
- .11 All documents related to the New Brunswick Construction Remedies Act (Regulation 2021-81)
- .12 Other documents as specified.

1.12 CODES

- .1 Perform work in accordance with the current National Building Code of Canada (NBC) and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- .2 Meet or exceed requirements of:
 - .1 Contract Documents,
 - .2 Specified standards, codes and referenced documents.

1.13 SETTING OUT OF WORK

- .1 The Consultant reserves the right to affect such changes to the alignment and elevations as may prove necessary, during the progress of the work.
- .2 Consultant will set stakes for layout purposes and to establish benchmarks for the contractor's use. Give Consultant reasonable notice of requirements for construction layout.
- .3 Contractor will establish alignment and grades for all structures including roadway materials. Contractor is to have personnel on site qualified to perform this work and is to identify this person at the pre-construction meeting.
- .4 Assist Consultant for all survey work required to check grades and elevations, for measurement of quantities, to collect as-built information or others.
- .5 Supply stakes, paint, ribbons, markers ne required for laying out work.

1.14 ADDITIONAL DRAWINGS

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

1.15 SPECIAL REQUIREMENTS

- .1 Ensure that Contractor personnel employed on site becomes familiar with and obey regulations including safety, fire, traffic, and security regulations.

1.16 SOIL CONDITIONS

- .1 Information about the dredging material in the confinement cell is in Appendix A.
- .2 The boreholes indicate soil conditions at the exact locations when they were done. This does not guarantee that soils conditions will be the same between borehole locations.

1.17 CONSTRUCTION MEETING

- .1 Within five (5) days after award of Contract, a preconstruction meeting of parties in contract will be organized to discuss and resolve administrative procedures and responsibilities. Establish time and location of progress meeting, if required.
- .2 Senior representatives of Consultant, Contractor, major Subcontractors, field inspectors and supervisors will be in attendance.
- .3 Preconstruction meeting agenda to include:
 - .1 Appointment of official representative of participants in the Work.
 - .2 Schedule of Work
 - .3 Schedule of submission of shop drawings;
 - .4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences;
 - .5 Delivery schedule if required;
 - .6 Site security;
 - .7 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.
 - .8 Monthly progress claims, administrative procedures, photographs, hold backs.
 - .9 Appointment of inspection and testing agencies or firms.
- .4 Progress construction meeting agenda to 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 Review of off-site fabrication delivery schedules.
 - .6 Corrective measures and procedures to regain projected schedule.
 - .7 Revision to construction schedule.
 - .8 Progress schedule, during succeeding work period.
 - .9 Review submittal schedules: expedite as required.

- .10 Maintenance of quality standards.
- .11 Review proposed changes for affect on construction schedule and on completion date.
- .12 Other business.

END OF SECTION

Part 1 General

1.1 SECTION INCLUDES

- .1 Health and safety considerations required to ensure that Contractor shows due diligence towards health and safety on construction sites, and meets the requirements laid out in the Occupational Health and Safety Regulations.

1.2 REFERENCES

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .3 Province of New Brunswick
 - .1 Occupational Health and Safety Act, (O.C. 91-1035).

1.3 MEASUREMENT FOR PAYMENT

- .1 Work under this section will not be measured for payment but shall be considered as incidental to the work.

1.4 GENERAL REQUIREMENTS

- .1 Perform site specific safety hazard assessment related to project.
- .2 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
- .3 Consultant may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.

1.5 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.6 COMPLIANCE REQUIREMENTS

- .1 Comply with Occupational Health and Safety Act, General Regulation, N.B.
- .2 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.

- .3 In case of a difference in any of the above regulations or policies, the most stringent one will apply.

1.7 UNFORSEEN HAZARDS

- .1 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction and advise Consultant verbally and in writing.

1.8 HEALTH AND SAFETY CO-ORDINATOR

- .1 Employ and assign to Work, competent and authorized representative as Health and Safety Co-ordinator. Health and Safety Co-ordinator must:
 - .1 Have site-related working experience specific to activities associated with the Work.
 - .2 Have working knowledge of occupational safety and health regulations.
 - .3 Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.
 - .4 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.
 - .5 Be on site during execution of work and report directly to and be under direction of site supervisor.

1.9 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with Consultant.

1.10 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Consultant.
- .2 Provide Consultant with written report of action taken to correct non-compliance of health and safety issues identified.
- .3 Consultant may stop Work if non-compliance of health and safety regulations is not corrected.

1.11 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

Part 2 Products

2.1 NOT USED

.1 Not used.

Part 3 Execution

3.1 NOT USED

.1 Not used.

END OF SECTION

Part 1 General

1.1 DEFINITIONS

- .1 Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade environment aesthetically, culturally and/or historically.
- .2 Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction.

1.2 MEASUREMENT FOR PAYMENT

- .1 Work or materials described in this section shall not be measured for payment, but shall be considered as incidental to the work.

1.3 FIRES

- .1 Fires and burning of rubbish on site not permitted.

1.4 DISPOSAL OF WASTES

- .1 Do not bury rubbish and waste materials on site.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.5 DRAINAGE

- .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- .2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

1.6 WORK ADJACENT TO WATERWAYS

- .1 It is **strictly forbidden** to refuel or oil of any piece of equipment or machinery within 30 meters of any watercourse.

1.7 POLLUTION CONTROL

- .1 Maintain temporary erosion and pollution control features installed under this contract.
- .2 Control emissions from equipment and plant to local authorities' emission requirements.
- .3 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.8 REFUELLING

- .1 Contractor is to have at his disposal all necessary materials and equipment needed for cleaning up a gas or oil spill.

1.9 RESTORATION OF THE SITE

- .1 In general, the area of work should be restored to its original or better condition.
- .2 Site restoration should be undertaken as work progresses not only when the entire project is completed.

1.10 NOTIFICATION

- .1 Consultant will notify Contractor in writing of observed noncompliance with Federal, Provincial or Municipal environmental laws or regulations, permits, and other elements of Contractor's Environmental Protection plan.
- .2 Contractor: after receipt of such notice, inform Consultant of proposed corrective action and take such action for approval by Consultant.
 - .1 The Contractor must wait until it has obtained the written approval of the Consultant before proceeding with the implementation of the proposed measures.
- .3 Consultant will issue stop order of work until satisfactory corrective action has been taken.
- .4 No time extensions granted or equitable adjustments allowed to Contractor for such suspensions.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 CLEANING

1. Cleaning during work: carry out the cleaning work in accordance with section 01 74 11 - Cleaning.
 1. Leave the premises clean at the end of each working day.
2. Final cleaning: remove surplus materials/materials, waste, tools and equipment from the construction site in accordance with section 01 74 11 - Cleaning.

END OF SECTION

Part 1 General

1.1 RELATED WORK

- .1 Section 31 23 33.01 - Excavating, Trenching and Backfilling.

1.2 MEASUREMENT FOR PAYMENT

- .1 Work under this section will not be measured for payment but shall be considered as incidental to the work.

1.3 REFERENCES

- .1 NBDTI - "Work Area Traffic Control Manual".

1.4 PROTECTION OF PUBLIC TRAFFIC

- .1 Comply with requirements of Acts, Regulations and By-Laws in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out work or haul materials or equipment.
- .2 When working on travelled way:
 - .1 Place equipment in position to present minimum of interference and hazard to travelling public.
 - .2 Keep equipment units as close together as working conditions permit and preferably on same side of travelled way.
 - .3 Do not leave equipment on travelled way overnight.
- .3 Do not close any lanes of road without approval of Consultant. Before re-routing traffic erect suitable signs and devices in accordance with instructions contained in NBDTI - "Work Area Traffic Control Manual". Provide sufficient gravel to ensure a smooth riding surface during work.
- .4 Keep travelled way graded, free of pot holes and of sufficient width for required number of lanes of traffic.
 - .1 Provide minimum 7 m wide temporary roadway for traffic in two-way sections through work and on detours.
 - .2 Provide minimum 5 m wide temporary roadway for traffic in one-way sections through work and on detours.
- .5 As required, provide gravel detours or temporary roads to facilitate passage of traffic around restricted area. Provide and maintain signs, lights and roadway.
- .6 Provide and maintain road access and egress to property fronting along work under Contract and in other areas as indicated, unless other means of road access exist that meet approval of Consultant.

1.5 INFORMATIONAL AND WARNING DEVICES

- .1 Provide and maintain signs, flashing warning lights and other devices required to indicate construction activities or other temporary and unusual conditions resulting from project work which requires road user response.
- .2 Supply and erect signs, delineators, barricades and miscellaneous warning devices as specified in NBDTI - Work Area Traffic Control Manual".
- .3 Place signs and other devices in locations recommended in NBDTI manual.
- .4 Meet with Consultant prior to commencement of work to prepare list of signs and other devices required for project. If situation on site changes, revise list to approval of Consultant.
- .5 Continually maintain traffic control devices in use by:
 - .1 Checking signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.
 - .2 Removing or covering signs which do not apply to conditions existing from day to day.

1.6 CONTROL OF PUBLIC TRAFFIC

- .1 Provide flag persons, trained in accordance with, and properly equipped as specified in, NBDTI - "Work Area Traffic Control Manual" in the following situations:
 - .1 When public traffic is required to pass working vehicles or equipment which block all or part of travelled roadway.
 - .2 When it is necessary to institute one-way traffic system through construction area or other blockage where traffic volumes are heavy, approach speeds are high and traffic signal system is not in use.
 - .3 When workmen or equipment are employed on travelled way over brow of hills, round sharp curves or at other locations where oncoming traffic would not otherwise have adequate warning.
 - .4 Where temporary protection is required while other traffic control devices are being erected or taken down.
 - .5 For emergency protection when other traffic control devices are not readily available.
 - .6 In situations where complete protection for workmen, working equipment and public traffic is not provided by other traffic control devices.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

.1 Not Used.

END OF SECTION

Part 1 General

1.1 RELATED SECTIONS

- .1 Section 31 23 33.01 – Excavating, Trenching and Backfilling.

1.2 MEASUREMENT FOR PAYMENT

- .1 Work under this section will not be measured for payment but shall be considered as incidental to the work.

1.3 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris.
- .2 Remove waste materials from site daily at regularly scheduled times or dispose of as directed by Consultant. Do not burn waste materials on site.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Provide on-site containers for collection of waste materials and debris.
- .5 Dispose of waste materials and debris off site.
- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .7 Maintain adjacent streets that would be affected by construction activity by mechanically sweeping on a daily basis.

1.4 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Remove waste products and debris other than that caused by others, and leave site clean.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Perform a final sweeping of affected streets to the satisfaction of the Consultant.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

.1 Not Used.

END OF SECTION

Part 1 General

1.1 MEASUREMENT FOR PAYMENT

- .1 Work under this section will not be measured for payment but shall be considered as incidental to the work.

1.2 INSPECTION AND DECLARATION

- .1 Contractor's Inspection: Contractor and all Subcontractors: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
 - .1 Notify Consultant in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
 - .2 Request Consultant's Inspection.
- .2 Consultant's Inspection: Consultant and Contractor will perform inspection of Work to identify obvious defects or deficiencies. Contractor to correct Work accordingly.
- .3 Completion: submit written certificate that following have been performed:
 - .1 Work has been completed and inspected for compliance with Contract Documents.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Equipment and systems have been tested, adjusted and balanced and are fully operational.
 - .4 Operation of systems have been demonstrated to Owner's personnel.
 - .5 Work is complete and ready for final inspection.
- .4 Final Inspection
 - .1 when items noted above are completed, request final inspection of Work by Owner, Consultant and Contractor.
 - .2 If Work is deemed incomplete by Owner and Consultant, complete outstanding items and request reinspection.
- .5 Declaration of Substantial Performance: The Substantial Completion will be determined as follows:
 - (a) when the improvement under the contract is ready for use or is being used for the purposes intended, and
 - (b) when the improvement is capable of completion or, if there is a known defect, of correction, at a cost of not more than
 - (i) 3% of the first \$250,000 of the contract price,
 - (ii) 2% of the next \$250,000 of the contract price, and
 - (iii) 1% of the balance of the contract price.

When defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance.
- .6 Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty

period and commencement of lien period unless required otherwise by lien statute of Place of Work.

- .7 Payment of Holdback: after issuance of certificate of Substantial Performance of Work, apply for payment of holdback amount in accordance with the New Brunswick Construction Remedies Act (Regulation 2021-81)
- .8 Final Payment: when Owner and Consultant consider final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. Refer to the New Brunswick Construction Remedies Act (Regulation 2021-81). If Work is deemed incomplete by Owner and Consultant, complete outstanding items and request re-inspection.

Part 2 Products

2.1 NOT USED

- .1 Not Used.

Part 3 Execution

3.1 NOT USED

- .1 Not Used.

END OF SECTION

Part 1 General

1.1 RELATED REQUIREMENTS

- .1 Section 01 35 43 – Environmental Procedures.
- .2 Section 01 53 00 – Traffic Control.

1.2 MEASUREMENT PROCEDURES

- .1 Excavation of dredge spoil: Measured per tonne calculated from the weighing tickets provided by the landfill manager and verified by the Consultant. Payment is to include the excavation, haulage, and disposal at the designated disposal site. Disposal site fees and the coordination with the disposal site manager shall be the responsibility of the Contractor.
- .2 The preparation of a loading area for the truck will not be measured for payment but will be considered incidental to the work. If imported material is used, quantities should be minimized and the justification for use of imported materials shall be approved by the Consultant.
- .3 The mobilization and demobilization will not be measured for payment but will be considered incidental to the work.

1.3 DEFINITIONS

- .1 Common Excavation: excavation of materials of whatever nature other than rock excavation and is identified Excavation of Dredge Spoil in the Tender Form.

1.4 EXISTING CONDITIONS

- .1 Examine soil information.
- .2 Buried services:
 - .1 Before commencing work establish location of buried services on and adjacent to site.
 - .2 Prior to beginning excavation Work, notify applicable authorities having jurisdiction to establish location and state of use of buried utilities and structures and clearly mark such locations to prevent disturbance during Work.
 - .3 Confirm locations of buried utilities by careful test excavations.
 - .4 Maintain and protect from damage, water, sewer, gas, electric, telephone and other utilities and structures encountered.
- .3 Existing buildings and surface features:
 - .1 Conduct condition survey of existing buildings, trees and other plants, lawns, fencing, service poles, wires, rail tracks, pavement, survey benchmarks and monuments which may be affected by Work.

- .2 Protect existing buildings and surface features from damage while Work is in progress. In event of damage, immediately make repair as directed by Consultant at no cost to Owner.
- .3 Where required for excavation, cut roots or branches as directed by Consultant.

Part 2 Products

2.1 NOT USED

- .1 Not used.

Part 3 Execution

3.1 SITE PREPARATION

- .1 Remove obstructions, ice and snow, from surfaces to be excavated within limits indicated.
- .2 Cut pavement or sidewalk neatly along limits of proposed excavation in order that surface may break evenly and cleanly.

3.2 EXCAVATION

- .1 Carry out excavation work according to the dimensions, alignments, dimensions and levels indicated.
- .2 Remove concrete, masonry, walks, roadway culverts, driveway culverts and other obstructions encountered during excavation and dispose off site to an approved construction and demolition site.
- .3 Excavation must not interfere with bearing capacity of adjacent foundations.
- .4 Keep excavated and stockpiled materials safe distance away from edge of trench as directed by Consultant.
- .5 Restrict vehicle operations directly adjacent to open trenches.
- .6 Notify Consultant when bottom of excavation is reached.
- .7 Obtain Consultant approval of completed excavation.

3.3 RESTORATION

- .1 Upon completion of Work, remove waste materials and debris, trim slopes, and correct defects as directed by Consultant.
- .2 Clean and reinstate areas affected by Work as directed by Consultant.

END OF SECTION