
COMMON REQUIREMENTS

PART 1 GENERAL

- 1.01 OTHER CONTRACT DOCUMENTS The General Conditions of the Contract, General Requirements and Supplemental Conditions attached hereto shall apply to and be a part of this Section.
- 1.02 DESCRIPTION OF WORK The Work described herein is in addition to the provisions of the other Sections of the Specifications.
- 1.03 RELATED DOCUMENTS Section 01300 Submittals
Section 01500 Temporary Facilities
Section 01545 Safety
Section 01570 Traffic Control
Section 01600 Material and Equipment
Section 01700 Contract Closeout
Section 01710 Cleanup
- 1.04 PAYMENT All the Work described in each Section of Division 1 General Requirements including items called for in the Contract Documents but not provided for in the Unit Price Schedule shall be considered incidental to the General Requirements for which no additional payment will be made.

PART 2 PRODUCTS None required.

PART 3 EXECUTION

- 3.01 HOURS OF WORK Work inside the limits of the City of Brandon shall be confined to between the hours of 7:00 am and 7:00 pm on weekdays and Saturday unless other arrangements are made between the City and the Contractor. Any Work performed inside an existing City of Brandon facility shall be between the hours of 8:00 am and 5:00 pm on weekdays only, unless other arrangement are made between the City and the Contractor.
- Night Work will only be allowed if in accordance with existing City of Brandon By-Laws and the operations have been approved by the Engineer. When Work is carried out at night, the Contractor shall supply, at his own cost, a sufficient number of electric or other approved lights to enable the Work to be done in an efficient and satisfactory manner. No Work

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shall be done if, in the opinion of the Engineer, there is insufficient light to perform the Work safely and satisfactorily.

**3.02 DOCUMENTS
PROVIDED**

The City will, without charge, supply to the Contractor, a maximum of five (5) copies of unsigned Contract Documents or parts thereof as are reasonably necessary for the performance of the Work. Should the Contractor require additional sets of Drawings or Documents, these will be supplied to him at cost.

The Contractor shall keep at the Site and in good order, one (1) complete set of current Contract Documents, approved permits, submittals, change orders, and reviewed shop drawings.

3.03 SITE LIMITS

The location on the Site at which the Contractor commences the Work and the sequence of operations shall be as approved by the Engineer. The Contractor shall confine all equipment, Plant, storage of materials, and operations to the Site and shall not unnecessarily encumber the Site with products and/or materials.

The Contractor shall not permit any public ceremony in connection with the Work, or erect or permit the erection of any sign or advertising on the Work or the Site without the prior approval of the Engineer.

The Contractor shall obtain the consent of adjoining property owners regarding the need for any temporary access or use. Where temporary easements are required, or where encroachment over adjacent property occurs, the Contractor shall obtain the written consent of the affected property owner and shall be responsible for providing and registering any agreements required. Upon completion of the Work, the Contractor shall remove any agreements and make good any damage to the adjoining property all to the satisfaction of the affected property owner.

The City will obtain easements and right of entry to construct those Works which are proposed to cross private property. The Contractor shall ensure that all excavated materials, material to be incorporated in the Work, and employee access be maintained within the prescribed limits. No Work whatsoever

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shall be performed in easements or other non-owned property unless authorized in writing by the Engineer and no claim shall be made by the Contractor on account of such authorization being denied.

3.04 EXISTING WORKS

Prior to the commencement of the Work, the Contractor shall inspect the Site, obtain and confirm dimensions, examine all available records and contact all utilities to establish the location and condition of all existing surface features and underground works which may be affected by the Work. The Contractor shall proceed under the direction of the respective utility owner and/or the Engineer to provide temporary support, adequate protection and maintenance of all existing surface features and underground works which may be encountered during the progress of the Work.

The Contractor shall arrange with utility companies and municipal departments for the removal, relocation, replacement or protection of any existing pipeline, conduit, drain line, wiring or structure, whether underground, on the surface or overhead which may be in conflict with the Work. Any utility which requires moving or temporary relocation solely to facilitate the Contractor's operations shall be moved and replaced at the Contractor's expense. Unless stated otherwise in Section 01001 Supplemental Conditions or shown on the Drawings, any utility which, in the opinion of the Engineer, requires permanent relocation as a result of the Work, will be moved at the City's expense.

Any utility or structure which is damaged during the progress of the Work or during the warranty period will be repaired by the owning utility at the Contractor's expense.

3.05 DISRUPTION OF SERVICES

Two (2) weeks prior to performing any tie-in or connection to an existing system the Contractor shall submit for the Engineer's review, a detailed written description of how the tie in will be made and the maximum length of any required shutdown of existing plant. The Contractor shall not proceed with the connection unless approval to do so is given by the Engineer.

No valve, switch or other control of an existing utility shall be operated for any purpose by the Contractor without the approval of the Engineer and the respective utility. Prior to any

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interruption of service a minimum of 24 hours notice shall be provided to all affected utility consumers by the Contractor. Such notice shall be in a manner as directed by the Engineer and the utility company.

**3.06 CUTTING, FITTING
AND PATCHING**

The Contractor shall do all cutting, fitting or patching of Work that may be required to make its several parts come together properly and fit to receive or be received by work of other contractors shown on, or reasonably implied by, the Contract Documents. The Contractor shall not damage or endanger any existing work by cutting, digging or otherwise and shall not cut or alter the Work of any other contractor without the approval of the Engineer. The Contractor shall not cut, drill or otherwise sleeve any load bearing structural member, unless shown specifically on the Drawings or stated in the Specifications without the written approval of the Engineer. The Contractor shall submit a written request in advance of cutting or alteration which affects; the structural integrity of any element of the Work; the integrity of weather exposed or moisture resistant elements; the efficiency, maintenance, or safety of any operational element; the visual qualities of sight exposed elements; or work of other contractors. Beginning of cutting or patching means acceptance by the Contractor of the existing conditions.

The Contractor shall perform cutting and remedial work using qualified specialists familiar with the materials affected. Rigid materials shall be cut with clean, true, smooth edges using a power saw or core drill, pneumatic or impact tools will not be allowed if their use damages or endangers any portion of the Work. Openings shall not be cut larger than required for installation of the Work. The Contractor shall restore the Work with new products in accordance with the Contract Documents, fit work airtight to pipes, sleeves ducts, conduits and other penetrations through surfaces and at penetration of fire rated wall ceiling, or floor construction, completely seal voids with fire rated material through the full thickness of construction element. The Contractor shall properly prepare surfaces to receive patching and finishing and make matches inconspicuous in the final assembly and refinish surfaces to match adjacent finishes and for continuous surfaces refinish to nearest intersection of an assembly or refinish the entire unit.

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**3.07 ENVIRONMENTAL
CONSIDERATIONS**

The Contractor shall obtain the Engineers approval of refuelling areas and carry out refuelling, except the refuelling of backhoes and shovels, at the approved refuelling areas. If requested by the Engineer, the Contractor shall submit for review, prior to starting the Work, procedures for the interception and rapid clean-up and disposal of fuel spillage and ensure materials required for the clean up of a fuel spillage are readily accessible on Site. Refuelling of backhoes or shovels will be allowed at locations other than the approved refuelling areas but no closer than fifty (50) metres from any watercourse. The Contractor shall prevent accumulation of wastes which create hazardous conditions and shall store volatile waste in covered metal containers, and removed from the Site at the end of each Working Day. The Contractor shall ensure no volatile materials, such as mineral spirits, oil or paint thinner, oils, or waste Products rubbish, spoil or debris of any kind from the Work is pushed over, washed down, felled or deposited on land adjacent to the Site or into sanitary sewers, land drainage sewers, drains, channels, waterways and culverts. In the event that it happens, such materials shall be removed immediately and the affected land and areas restored to it's previous state at no additional cost to the Work.

The Contractor shall provide and maintain temporary drainage and pumping facilities ,including well points if necessary, to keep all excavations and the Site free of water at all times. The Contractor shall not permit ponding of water on the Site and shall not discharge drainage water containing suspended materials or other harmful substances in suspension into waterways, sewers, drainage systems or across adjacent properties without the written approval of the Engineer.

The Contractor shall not operate construction equipment in waterways or use waterway beds for borrow material or dump waste material or debris into waterways. The Contractor shall follow erosion control methods outlined in the 'Recommended Fish Protection Procedures for Stream Crossings in Manitoba' published by the Manitoba Department of Conservation.

The Contractor shall control emissions from equipment and plant.

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**3.08 CHANGE ORDER
PROCEDURE**

The Engineer will give advice of a contemplated Change in Work by an itemized Proposed Change Notice (PCN). A PCN is NOT an order to perform the change but is only a notice of a proposed change. The Contractor shall not proceed with any portion of the Work affected by such changes unless instructed otherwise by the Engineer, but shall suspend work on affected items until such time as instructions to proceed are issued.

The Contractor shall submit details of quantities, prices and fees, as itemized in the PCN, and its effect upon the Schedule of the Work, together with substantiating documentation within fourteen (14) days of the Engineer's request, and all prices shall remain valid for sixty (60) days from the date of receipt of a full and correct submittal. Claims for delay for changes will not be considered if the Contractor neglects to respond promptly to the PCN. After review of the submittal, the Engineer will either issue a Change Order which may amend the Contract Time and/or Contract Price which will authorize the Contractor to proceed with the Change in Work, or alternatively the Engineer will notify the Contractor the PCN is cancelled. The Contractor shall acknowledge Change Orders by returning a signed copy to the Engineer, when requested. If the submittal is not received within the allotted time period or is considered final but unacceptable in whole or in part, the Engineer may elect to issue direction as outlined elsewhere in the Contract Documents.

3.09 TESTING

The Contractor shall supply and deliver to the Engineer representative samples of materials incorporated into the Work, for the purpose of testing and quality control, with reasonable promptness and in an orderly sequence so as not to cause any delay in the Work, as outlined in the Contract Documents or when requested by the Engineer

The Contractor shall provide all samples at no additional cost to the Work, and shall provide all labour and facilities to obtain, handle, and securely store and cure test samples and materials on the Site.

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The Contractor shall provide the Engineer with a minimum of 48 hours notice for the performance of any test required by the Contract Documents.

The City will pay for the first test. If the first test fails to meet the requirements of the Contract Documents, the Contractor will pay the cost of all additional tests performed by the Engineer until an acceptable result is obtained.

3.10 SURVEYING

Not all existing horizontal and vertical control points, survey posts, monuments, property pins or bars are indicated on the Drawings, and, if the Contractor is in doubt about the location of any of the above mentioned survey control points on the Site, he shall verify their location with the Engineer before commencing the Work. Property pins may only be referenced or moved by a Manitoba Land Surveyor, and the Contractor shall give timely notice to the Engineer to have this done at the City's expense.

The Contractor shall exercise proper care in the protection and preservation of all horizontal and vertical control points, survey posts, monuments, property pins, bars, bench marks, reference points, and stakes and in the case of willful or careless destruction or disturbance, he shall be fully responsible for any mistakes caused by their unnecessary loss or disturbance in addition to the expense of their restoration or replacement. The Contractor shall immediately notify the Engineer when a reference point is lost or destroyed. The Contractor shall have no claim for extra compensation on account of delay caused thereby.

Unless otherwise specified in the Contract Documents, the Engineer will provide the initial construction survey to set horizontal and vertical control for the Work. The Contractor shall give at least five (5) calendar days notice to the Engineer prior to requiring any survey work from the Engineer. The Contractor shall be responsible for additional surveys, during the course of the Work and shall provide and set in place all necessary batter boards, hubs, stakes and marks by instrumentation and shall assume full responsibility for dimensions and elevations transferred from such batter boards, sight rails, stakes and marks to the Work. If, in the opinion of

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the Engineer, the Contractor's method of setting lines and grade is inaccurate or insufficient, the Engineer may direct that a more suitable method be used to ensure accurate grade and/or alignment is maintained.

The Contractor shall maintain a completed and accurate record of control and survey work as it progresses. And on request of the Engineer, submit documentation to verify accuracy of field Engineering work certifying that elevations and locations of completed Work are in conformance or non-conformance with the Contract Documents.

The Contractor shall provide such assistance as may be required by the Engineer in establishing or checking the vertical and horizontal control including a fully qualified rod person. No compensation shall be paid to the Contractor for any required assistance in setting lines and grades or for any loss of time on account of such necessary suspension of the Work or otherwise on the account of the requirements of this Section.

**3.11 LOCATION OF
EQUIPMENT AND
FIXTURES**

The location of any equipment, fixtures and distribution systems shown on the Drawings or as specified in the Contract Documents shall be considered as approximate. The Contractor shall locate equipment, fixtures and distribution systems to provide minimum interference, maximum use of space all in accordance with the manufacturer's recommendations for safety, access and maintenance or as directed by the Engineer. If required by the Engineer the Contractor shall submit for review shop drawings to indicate relative position of various fixtures and equipment. The Contractor shall inform the Engineer of any impending installation and obtain his direction for the final location.

END OF SECTION