



## ADDENDUM

PROJECT TITLE: Fundy Quay – Site Works	ADD. NO: 1
TENDER NO: 2021-081202T	DATE: December 2, 2021
PAGE 1 of 7 (Including Confirmation Sheet)	

Make the following modifications to the above project. Include in the amount of the Tender, any additions to or deductions from the cost of the work by reason of these instructions.

**Sign and attach this Addendum to the Tender documents and submit with your Tender. Failure to do so may result in the rejection of your Tender.**

### **Item No. 1 – Questions and Answers**

**Q1.** Is it possible to have the structural drawings and/or more cross sections of the existing coast guard buildings foundation and pile caps that needs to be removed since the information and sections provided are really vague? We do not know what the perimeter walls for the building look like, how deep the wall is outside pile caps, if there is a smaller footing outside of the pile caps and if any interior walls/footing that need to be removed. Please clarify.

*A1. Detail C4 on Sheet C11 of the Tender Drawings was developed from the partial demolition drawings for the former coast guard buildings. These are the only drawings available containing details of the existing foundations. The Partial Demolition Drawings for the foundations are attached for reference.*

**Q2.** Is it possible to have the structural drawings and/or more information on the existing infrastructure tunnel to be removed since the information and picture provided are really vague?

*A2. There are no record drawings available for the existing infrastructure tunnel, and the tunnel is currently inaccessible. Contractors are to bid the removal based on the information provided in the Tender documents.*

**Q3.** For items J1a to J1f, for any contaminated material encountered when completing these items. Would the disposal of the contaminated material be incidental to these items, or would it fall under items J1i to J1k? Or since the material would stay on-site is it possible to put it back in place?

*A3. Wherever possible, contaminated soils removed while excavating for Items J1a to J1f would be*

### **SIGN AND RETURN THIS ADDENDUM WITH YOUR TENDER**

---

Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management

---

Contractor Signature



## ADDENDUM

PROJECT TITLE: Fundy Quay – Site Works	ADD. NO: 1
TENDER NO: 2021-081202T	DATE: December 2, 2021
PAGE 2 of 7 (Including Confirmation Sheet)	

*placed back in the bottom of the trench from which the contaminated soil was removed and shall be included as part of that Item. Should contaminated soil excavated under Items J1a to J1f require relocation or disposal, the relocation or disposal would be paid for under Items J1h, J1i and J1k as directed.*

**Q4.** Will St. Patrick Street and Water Street be restricted under provincial weight restrictions?

*A4. The City of Saint John By-Law Number MV-17 Respecting Weight Restrictions Within the City of Saint John will be enforced and applies to all streets listed in Schedule A of By-Law MV-17.*

**Q5.** Can the design engineer please provide a TOPO of existing site?

*A5. The existing 1m contours have been provided on Sheet C5 Site Grading Plan and further details pertaining to existing ground elevations have been provided in the Grading Profile Sections on Sheets C6 to C9. No further topographic information will be provided at this time.*

**Q6.** Watermain relocation - On drawing C3 it describes that all work must happen within a 1 day shutdown, meaning this would be treated as an emergency repair. However the BOQ's show 50mm x 2 main stops for flushing and chlorination. The time frame shown on C3 would not allow for any disinfection work. Please confirm if chlorination is required or if this will be treated as an emergency repair.

*A6. The water shutdown must occur all in one day as specified, such that the water main is pressurized and returned to service at the end of the day. All new and existing water main pipes, fittings, appurtenances and connections used for the water main relocation work shall be spray or swab disinfected in accordance with AWWA C651 (latest edition) and the City of Saint John General Specifications. The 50mm Corporation Stop assemblies will be used for flushing and sampling purposes following water main relocation work.*

**Q7.** Please provide Geotech report

*A7. Bore hole logs and the corresponding location plan for geotechnical investigation completed*

### **SIGN AND RETURN THIS ADDENDUM WITH YOUR TENDER**

Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management

Contractor Signature



## ADDENDUM

PROJECT TITLE: Fundy Quay – Site Works	ADD. NO: 1
TENDER NO: 2021-081202T	DATE: December 2, 2021
PAGE 3 of 7 (Including Confirmation Sheet)	

*across the site in 2006 have been attached for reference.*

**Q8.** Will tipping fees for asbestos pipe be paid for by city

*A8. Tipping fees for asbestos pipe will be paid for by the City under the disposal and tipping fees at Crane Mountain under J1h.*

**Q9.** Does the excavation handling and hauling of the contaminated material within the utility trench get paid under the utility removal item or disposal to C&D site for material 90mm and over?

*A9. Wherever possible, contaminated soils removed while excavating for Items J1a to J1f would be placed back in the bottom of the trench from which the contaminated soil was removed and shall be included as part of that Item. Should contaminated soil excavated under Items J1a to J1f require relocation or disposal, the relocation or disposal would be paid for under Items J1h, J1i and J1k as directed.*

**Q10.** I am inquiring to see if quality control is to be included in our bid? The bid documents reference the city General Specifications 13.5.13 which indicates it should be included.

*A10. Table 13.9 in the general specifications along with Division 3. Items 3.1.21 and 3.1.22 identify quality control requirements for granular materials. There are other quality control requirements for the contract, concrete and asphalt being examples. Those are as specified in the general specifications.*

**Q11.** Can Phase 4 placement of topsoil, be done or partially completed, as the other phases are finished? Is it anticipated that the entire site will receive topsoil and hydroseed? Or is the intention to not have any topsoil and seeding done until after the entire project is completed? Will the future developer be working on any of these areas that are planned to be topsoiled and hydroseeded? Could there be areas of the site that could have access restrictions for placement of topsoil and seed, because of other work that might be taking place?

*A11. Placement of topsoil and hydroseed may be partially completed with progression of the Work so long as the areas are fully completed, are not required to be accessed for future phases of the Work*

### **SIGN AND RETURN THIS ADDENDUM WITH YOUR TENDER**

Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management

Contractor Signature



## ADDENDUM

PROJECT TITLE: Fundy Quay – Site Works	ADD. NO: 1
TENDER NO: 2021-081202T	DATE: December 2, 2021
PAGE 4 of 7 (Including Confirmation Sheet)	

*and the timing of hydroseeding is favorable to establish vegetation before dormant season. All hydroseeded areas must be protected for the duration of the Work and any hydroseed or vegetation damaged as a result of the Contractors work progression or lack of protection shall be reinstated at no cost to the City. The Engineer shall review and approve all areas to receive topsoil and hydroseed in advance of placement. Currently, the entire site is scheduled to receive topsoil and hydroseed and the Contractor shall prepare and submit their tender on that basis. A reduction or elimination of hydroseeding area within Phase 1 may be considered at a later date at the sole discretion of the Engineer should the developer be ready to mobilize in the summer of 2022.*

*The Site Works Contract is phased to follow the existing seawall Work and currently access limitations are not anticipated; however, the Contractor must phase topsoil and hydroseed with the progression of the Work as required to maintain adequate space to execute remaining phases of the Work and as necessary to maintain site access routes and laydown areas for the duration of the Contract.*

**Q12.** Cost of moving of the lighthouse is greatly dependant on final location. Routing, overhead wires, etc. are all major components to the cost. Would it be possible to disclose the final location for delivery before the tender closes? Alternatively, according to the plaque on the lighthouse, it was built in 1984, with the top section and inside light mechanism salvaged from older, more historical sites. Given the internal condition of the wooden structure, might it be more economical to remove the top historic portions, and mount them on a new structure at a later date?

**A12.** *For tendering purposes, the Contractor shall assume that the lighthouse shall be relocated to the area bound between Tin Can Beach, Sydney Street, Vulcan Street and Charlotte Street in Saint John, NB.*

**Q13.** Do pile caps need to be saw cut, or can they just be broken off the top of the piles?

**A13.** *Pile caps do not need to be saw cut, simply broken off at the top of the piles to the limits shown on the drawings. Exposed rebar remaining at the top of the pile after cap removal shall be cut flush to abandoned concrete pile.*

**Q14.** What are the properties that differentiate the contaminated materials? Which ones will go to

### **SIGN AND RETURN THIS ADDENDUM WITH YOUR TENDER**

\_\_\_\_\_  
Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management

\_\_\_\_\_  
Contractor Signature



## ADDENDUM

PROJECT TITLE: Fundy Quay – Site Works	ADD. NO: 1
TENDER NO: 2021-081202T	DATE: December 2, 2021
PAGE 5 of 7 (Including Confirmation Sheet)	

Crane Mountain, which to Envirem or equivalent?

*A14. It is anticipated that the majority of contaminated soil requiring disposal will be directed to Crane Mountain as day cover. While all scenarios cannot be foreseen, soils having high silt content or heavily saturated, soils that may contain significantly higher concentrations of known contaminants than anticipated or soils containing contaminants not previously identified may be directed to Envirem or equivalent. Soil disposal locations will be determined onsite at the sole discretion of the Engineer based on site conditions.*

**Q15.** Screening of contaminated material is to be done with a 90mm screen. Would it not be safe to assume that some of the oversize material screened off might still be contaminated, or contain contaminated residue? If so, would this oversize material go to the same disposal site?

*A15. The intent of screening the excavated soil is to separate debris, pipe and other large items from the contaminated soil prior to backfilling or disposal. Based on soil properties observed, it is anticipated that the debris, pipe and other material separated from the soil should be free of soil and residue; however, the Contractor will be required to sort and separate materials screened out of the soil and direct to the appropriate disposal facilities as directed onsite by the Engineer. If contaminated soil is adhering to the screened debris, that debris shall be stockpiled onsite to dry, and then rescreened to uncouple soils from debris prior to disposal.*

**Q16.** Do any creosote timbers and wood encountered, go to Crane Mountain?

*A16. In general, creosote timbers and wood encountered will be diverted to Crane Mountain as garbage. Should concerns arise related to creosote leaching, those timbers of concern will be stockpiled and tested for leachability. Disposal options for timbers of concern would be determined based on timber quantities and analytical results.*

**Q17.** Do all interior fence boundaries have to be installed before work can begin on any phase, or can each phase be fenced off as work is being performed on it?

**SIGN AND RETURN THIS ADDENDUM WITH YOUR TENDER**

\_\_\_\_\_  
Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management

\_\_\_\_\_  
Contractor Signature



## ADDENDUM

PROJECT TITLE: Fundy Quay – Site Works	ADD. NO: 1
TENDER NO: 2021-081202T	DATE: December 2, 2021
PAGE 6 of 7 (Including Confirmation Sheet)	

*A17. Interior fence boundaries may be erected with the progression of the Work. Fence phasing plans shall be reviewed and approved by the Engineer at the outset of the project. The Engineer reserves the right to have the Contractor install missing interior fencing at anytime throughout the project should site conflicts or issues arise as a result of missing interior fencing.*

### **Item No. 2 – General**

**2.1.** Please note, the “payment certifier” for Contract No. 2021-081202T Fundy Quay – Site Works is Michael Baker, P. Eng. 175 Rothesay Avenue, Saint John NB.

**2.2.** Division 2 – As a result of the COVID-19 pandemic, the City of Saint John is implementing adjustments to the tender submission procedure as follows:

Section 2.6.01 Location of Tender Box for the Submission of Tender  
175 Rothesay Avenue, Saint John, New Brunswick

The tender box will be available at the main building entrance for submission of tenders by the Tenderer between the hours of 9:30 am and 2:30 pm only on the above tender closing date. Tenderers shall maintain physical distancing from others when depositing their tender in the tender box.

There will not be a public tender opening. Registered Bidders will receive an email invitation to view the Tender Opening using Microsoft Teams software. Email invitations will be sent to the address provided on the Official Bidder’s List. The Tender Opening Committee will conduct the evaluation of the tenders and Compliant tenders will be included in the summary of bids on the City’s Tenders & Proposals website within 1 business day following the tender closing.

**2.3.** Division 6 – Tenderers are to replace Division 6 in the tender documents with the attached revised Division 6.

### **SIGN AND RETURN THIS ADDENDUM WITH YOUR TENDER**

Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management

Contractor Signature



## ADDENDUM

PROJECT TITLE: Fundy Quay – Site Works	ADD. NO: 1
TENDER NO: 2021-081202T	DATE: December 2, 2021
PAGE 7 of 7 (Including Confirmation Sheet)	

## CONFIRMATION - RECEIPT OF ADDENDUM

**Upon receipt of this document, fax this page to  
(506) 658-4742 to confirm receipt of this addendum.**

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

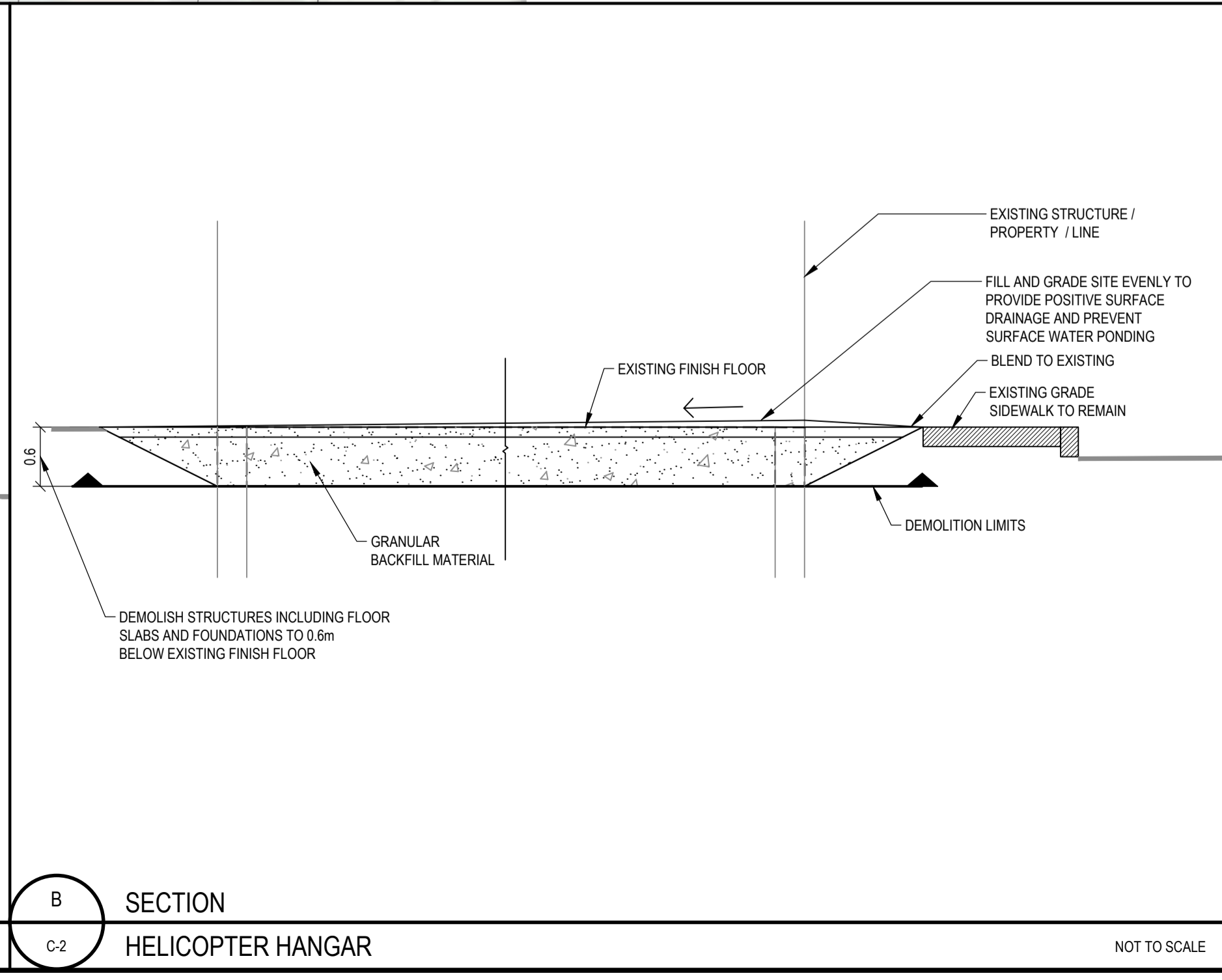
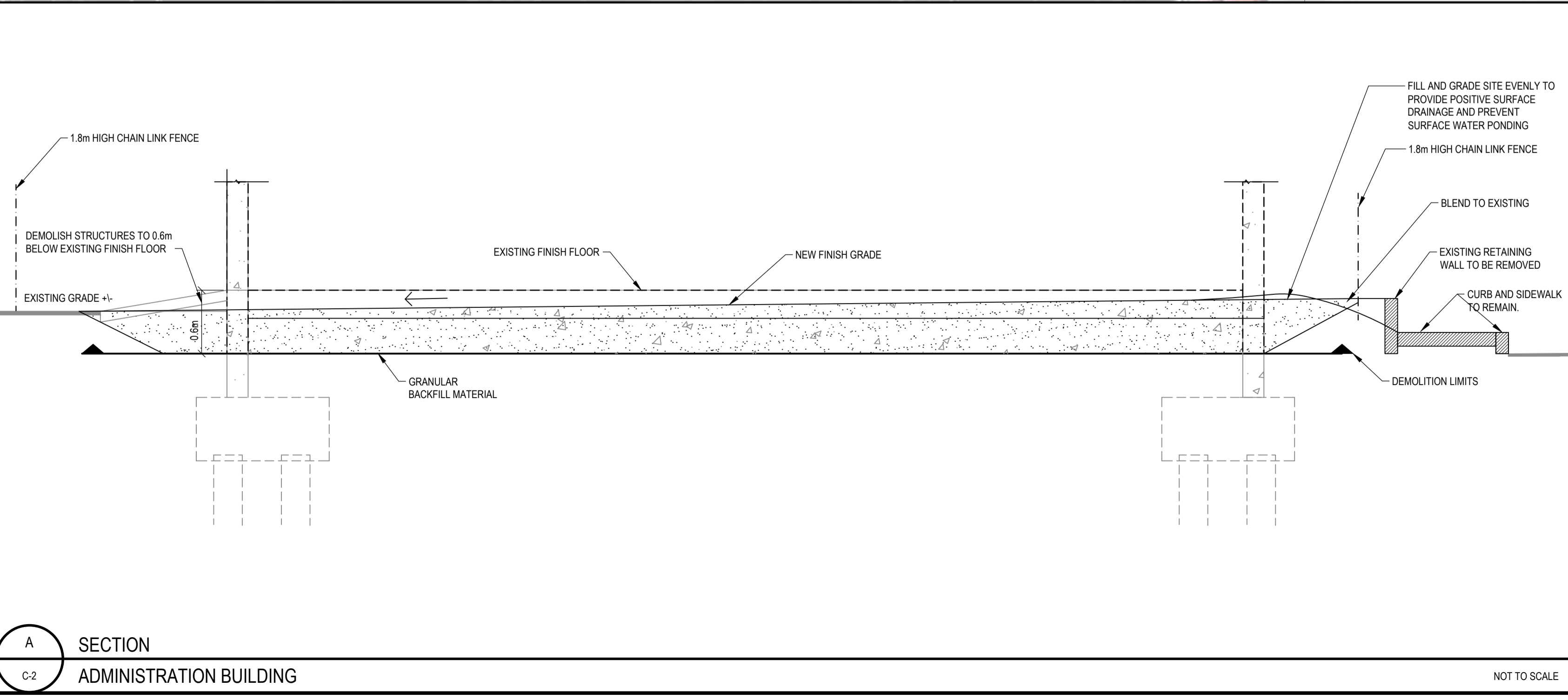
RECEIVER NAME (PRINT) \_\_\_\_\_

RECEIVER SIGNATURE: \_\_\_\_\_



UTROW.COM/PROJECTS/SNB-00246827-000 PROJECT EXECUTION/01 CAD/CIVIL\_PL\_2/C-2

2100NY CANADA



A SECTION  
C-2 ADMINISTRATION BUILDING

B SECTION  
C-2 HELICOPTER HANGAR

NOT TO SCALE

NOT TO SCALE

EXP Services Inc.  
 T: +1 506 646 8020 F: 1 506 646 8025  
 602 Robney Avenue  
 Saint John, N.B. E2H 2H1  
 CANADA  
 www.exp.com

• BUILDINGS • EARTH & ENVIRONMENT • ENERGY •  
 • INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY •

CAUTION: DO NOT SCALE DRAWINGS.  
 THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.  
 © EXP, 2018

No.	Issue	Date
1	ISSUED FOR TENDER	2019-03-04

**LEGEND**

PROPOSED	EXISTING	
—	—	WATER
—	—	SANITARY
—	—	STORM
○	○	CATCH BASIN
○	○	STORM MANHOLE
○	○	SANITARY MANHOLE
○	○	UTILITY POLE
—	—	EDGE OF ASPHALT
—	—	CULVERT
—	—	DITCH / SWALE
—	—	PROPERTY LINE
—	—	TOP OF SLOPE
—	—	BOTTOM OF SLOPE
○	○	LIGHT POLE
—	—	UNDERGROUND ELECTRICAL
—	—	FENCE
—	—	TELEPHONE CABLES
—	—	OVERHEAD POWER
—	—	GAS MAIN
—	—	PIPE CAP
—	—	SURFACE DRAIN AGE DIRECTION

**GENERAL NOTES** - SEE DRAWING C-1 FOR GENERAL NOTES.

No.	Revision	Date
-----	----------	------

**ISSUED FOR TENDER**

Professional Seal(s)

Drawn By: JDG - OSE  
 Dwg Standards Ckd By:  
 Designed By: ACM  
 Design Checked By:  
 Scale: 1:250

Project Title  
**FORMER COAST GUARD SITE PARTIAL DEMOLITION**

Dwg. Title  
**REINSTATEMENT SITE PLAN**

Project No. **SNB-00246827-A0**

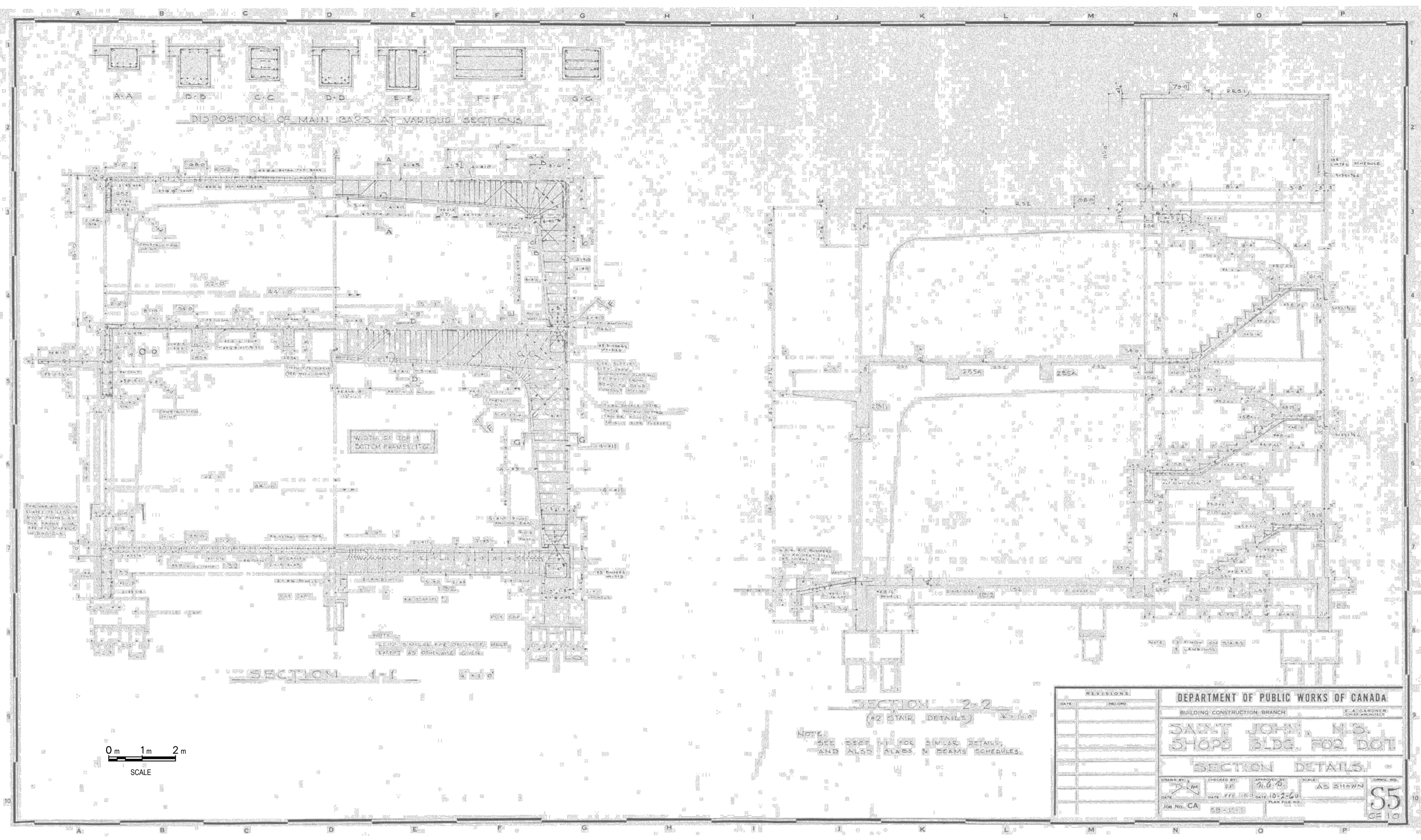
Dwg. No. **C-2** Rev. No. **0**

3/20/19 5:58 PM



VITROV COMPLECTS/SNB/0246827-A0/PROJECT EXECUTION/1 CAD/ARCHITECTURAL COAST GUARD\_V2

JHONY GAMBA



**1** SECTION  
 WS-4 EXISTING (SHOPS) BUILDING # 2



EXTERIOR PERSPECTIVE 01 - LOOKING WEST (5/9/2018)



EXTERIOR PERSPECTIVE 02 - LOOKING WEST (5/9/2018)



EXTERIOR PERSPECTIVE 03 - LOOKING SOUTHEAST (5/9/2018)

**2** PHOTOS  
 WS-4 EXISTING (SHOPS) BUILDING # 2

EXP Services Inc.  
 T: +1 506.452.9000 | F: +1 506.459.3954  
 1133 Regent Street, Suite 300  
 Fredericton, NB, E3B 3Z2  
 CANADA  
 www.exp.com



• BUILDINGS • EARTH & ENVIRONMENT • ENERGY •  
 • INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY •

CAUTION: DO NOT SCALE DRAWINGS.  
 THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.  
 © EXP, 2018

No.	Issue	Date
1	ISSUED FOR TENDER	2019/06/04

**NOTE:**  
 DRAWING • PHOTOS SHOWN HEREIN ARE FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE RELIED UPON AS "AS BUILT" CONDITIONS. GENERAL CONTRACTOR IS RESPONSIBLE TO TOUR THE BUILDINGS AND SITE TO DETERMINE THE "AS FOUND" CONDITIONS TO THEIR SATISFACTION.

No.	Revision	Date

**FOR INFORMATION ONLY**

Professional Seal(s)

Drawn By: JDG / AO

Dwg Standards Ckd By:

Designed By: MJL

Design Checked By:

Scale: AS SHOW

Project Title

FORMER  
 COAST GUARD SITE  
 PARTIAL DEMOLITION

Dwg. Title

**(SHOPS) BUILDING #2  
 EXISTING BUILDING  
 INFORMATION**

Project No. SNB-00246827-A0

Dwg. No. **WS-4** Rev. No. **0**

©2018 2:28 PM



## **APPENDIX A**

### **SYMBOLS & TERMS USED ON BOREHOLE AND TEST PIT RECORDS**

#### **BOREHOLE RECORDS**



LEGEND

BOREHOLE LOCATION



BOREHOLE LOCATION PLAN  
 COAST GUARD TERMINAL DEVELOPMENT  
 SAINT JOHN, NB

**CONQUEST  
 ENGINEERING  
 Ltd.**  
 575 CROWN STREET  
 SAINT JOHN, NEW BRUNSWICK, CANADA  
 E2L 5E9



THIS DRAWING IS THE PROPERTY OF  
 CONQUEST ENGINEERING LTD. LOANED  
 TO THE RECIPIENT WHO AGREES THAT IT  
 SHALL NOT BE GIVEN OUT, COPIED  
 OR DUPLICATED FOR THE USE OF  
 ANOTHER, BUT SHALL BE USED ONLY  
 BY THE RECIPIENT FOR THE PURPOSE  
 TO WHICH IT REFERS.

DATE: 2006-04-10

SCALE: NTS

PROJECT No.: 130-001

FIGURE: 1



## SYMBOLS AND TERMS USED ON BOREHOLE AND TEST PIT RECORDS

### SOIL DESCRIPTION

Terminology describing common soil genesis:

- |                |   |
|----------------|---|
| <i>Topsoil</i> | - mixture of soil and humus capable of supporting good vegetative growth                        |
| <i>Peat</i>    | - fibrous aggregate of visible and invisible fragments of decayed organic matter                |
| <i>Till</i>    | - unstratified glacial deposit which may range from clay to boulders                            |
| <i>Fill</i>    | - any materials below the surface identified as placed by humans<br>(excluding buried services) |

Terminology describing soil structure:

- |                         |   |
|-------------------------|---|
| <i>Desiccated</i>       | - having visible signs of weathering by oxidation of clay minerals, shrinkage cracks, etc.    |
| <i>Fissured</i>         | - having cracks, and hence a blocky structure   |
| <i>Varved</i>           | - composed of regular alternating layers of silt and clay                                     |
| <i>Stratified Layer</i> | - composed of alternating successions of different soil types, e.g. silt and sand<br>- >75 mm |
| <i>Seam</i>             | - 2 mm to 75 mm   |
| <i>Parting</i>          | - < 2 mm  |
| <i>Well Graded</i>      | - having wide range in grain sizes and substantial amounts of all intermediate particle sizes |
| <i>Uniformly Graded</i> | - predominantly of one grain size   |

Terminology describing soils on the basis of grain size and plasticity is based on the Unified Soil Classification System (USCS) (ASTM D-2488). The classification excludes particles larger than 76 mm (3 inches). This system provides a group symbol (e.g. SM) and group name (e.g. silty sand) for identification.

Terminology describing materials outside the USCS, (e.g. particles larger than 76 mm, visible organic matter, construction debris) is based upon the proportion of these materials present:

- |                             |                  |
|-----------------------------|------------------|
| <i>Trace, or occasional</i> | Less than 10%    |
| <i>Some</i>                 | 10-20%           |
| <i>Frequent</i>             | Greater than 20% |

The standard terminology to describe cohesionless soils includes the compactness (formerly “relative density”), as determined by laboratory test or by the Standard Penetration Test ‘N’ – value.

Relative Density	‘N’ Value	Compactness %
<i>Very Loose</i>	<4	<15
<i>Loose</i>	4-10	15-35
<i>Compact</i>	10-30	35-65
<i>Dense</i>	30-50	65-85
<i>Very Dense</i>	>50	>85

The standard terminology to describe cohesive soils includes the consistency, which is based on undrained shear strength as measured by insitu vane tests, penetrometer tests, unconfined compression tests, or occasionally by standard penetration tests.



Consistency	Undrained Shear Strength		'N' Value
	Kips/sq.ft.	KPa	
<i>Very Soft</i>	< 0.25	< 12.5	< 2
<i>Soft</i>	0.25 – 0.5	12.5 – 25	2 – 4
<i>Firm</i>	0.5 – 1.0	25 – 50	4 – 8
<i>Stiff</i>	1.0 – 2.0	50 – 100	8 – 15
<i>Very Stiff</i>	2.0 – 4.0	100 – 200	15 – 30
<i>Hard</i>	> 4.0	> 200	> 30

## ROCK DESCRIPTION

### Rock Quality Designation (RQD)

The classification is based on a modified core recovery percentage in which all pieces of sound core over 100 mm long are counted as recovery. The smaller pieces are considered to be due to close shearing, jointing, faulting, or weathering in the rock mass and are not counted. RQD was originally intended to be done on N-size (45 mm) core; however, it can be used on different core sizes if the bulk of the fractures caused by drilling stresses are easily distinguishable from in situ fractures.

RQD	ROCK QUALITY
90 – 100	Excellent, intact, very sound
75 – 90	Good, massive, moderately jointed or sound
50 – 75	Fair, blocky and seamy, fractured
25 – 50	Poor, shattered and very seamy or blocky, severely fractured
0 – 25	Very poor, crushed, very severely fractured

Terminology describing rock mass:

Spacing (mm)	Bedding, Laminations, Bands	Discontinuities
2000 – 6000	<i>Very Thick</i>	<i>Very Wide</i>
600 – 2000	<i>Thick</i>	<i>Wide</i>
200 – 600	<i>Medium</i>	<i>Moderate</i>
60 – 200	<i>Thin</i>	<i>Close</i>
20 – 60	<i>Very Thin</i>	<i>Very Close</i>
< 20	<i>Laminated</i>	<i>Extremely Close</i>
< 6	<i>Thinly Laminated</i>	

Strength Classification	Uniaxial Compressive Strength (MPa)
<i>Very Weak</i>	1 – 25
<i>Weak</i>	25 – 50
<i>Strong</i>	50 – 100
<i>Very Strong</i>	100 – 250
<i>Extremely Strong</i>	> 250

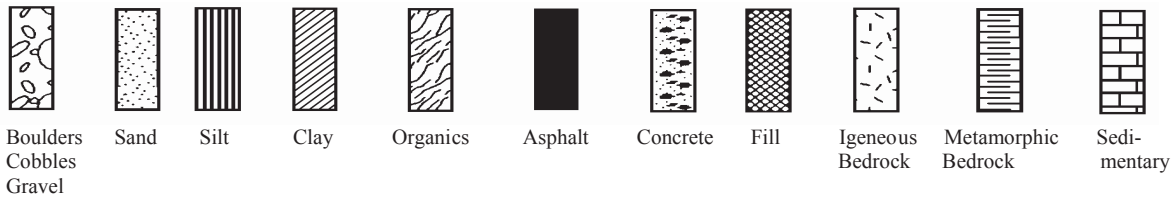
Terminology describing weathering:

- Slight* - Weathering limited to the surface of major discontinuities. Typically iron stained.
- Moderate* - Weathering extends throughout rock mass. Rock is not friable.
- High* - Weathering extends throughout rock mass. Rock is friable.



## STRATA PLOT

Strata plots symbolize the soil or bedrock description. They are combinations of the following basic symbols:



## WATER LEVEL MEASUREMENT



Borehole or Standpipe



Piezometer

## SAMPLE TYPE

SS	Split spoon sample (obtained by performing the standard Penetration Test)	AS	Auger Sample
ST	Shelby tube or thin wall tube	BS	Bulk Sample
PS	Piston sample	WS	Wash Sample
DC	Dynamic Cone Penetration	HQ, NQ, BQ, etc.	Rock core samples obtained with the use of standard size diamond drilling bits
SV	Field Shear Vane		

## N- VALUE

Numbers in this column are the results of the Standard Penetration Test: the number of blows of a 140 pound (64kg) hammer falling 30 inches (760 mm), required to drive a 2 inch (50.8 mm) O.D. split spoon sampler one foot (305 mm) into the soil. For split spoon samples where insufficient penetration was achieved and 'N' values cannot be presented, the number of blows are reported over sampler penetration in millimeters (e.g. 50/75).

## OTHER TESTS

Symbols in this column indicate that the following laboratory tests have been carried out and the results are presented separately.

S	Sieve analysis	H	Hydrometer analysis
G <sub>s</sub>	Specific gravity of soil particles	γ	Unit weight
k	Permeability	C	Consolidation
⌋	Single packer permeability test; test interval from depth shown to bottom of borehole	CD	Consolidation drained triaxial
⌋	Double packer permeability test; Test interval as indicated	CU	Consolidated undrained triaxial with pore pressure measurements
⊙	Falling head permeability test using casing	UU	Unconsolidated undrained triaxial
⊙	Falling head permeability test using well point or piezometer	DS	Direct shear
		Q <sub>u</sub>	Unconfined compression
		I <sub>p</sub>	Point Load Index (I <sub>p</sub> on Borehole Records equals I <sub>p</sub> (50); the index corrected to a reference diameter of 50 mm)





















# BOREHOLE RECORD

**Project Name:** Coast Guard Terminal Development  
**Project No.:** 130-001  
**Client:** The Hardman Group Limited  
**Location:** Saint John, NB  
**Water Level:** 12 ft on March 28, 2006

**BH - 09**  
**Page 1 of 1**  
**Date Drilled:** March 28, 2006  
**Datum:** LWOST

Depth (ft)	Water Level (ft)	Sample Type	Sample Number	N Value or RQD %	Recovery (in)	Symbols	SOIL DESCRIPTION	Elevation (ft)	Pocket Penetrometer		Moisture						
									2500	7500							
								SPT (N)		Wp  ---O---  WL							
								Blows/ft									
								5	15	25	35	45	10	30	50	70	90
0								31.9									
2		SS	1	45	11		Loose to dense brown sand with gravel and trace of silt: FILL										
4		SS	2	17	8												
6		SS	3	13	10												
8		SS	4	27	10												
10		SS	5	9	8												
12	▼	SS	6	21	10												
14		SS	7	25	24												
16		SS	-	13	0												
18		SS	8	8	7												
20		SS	9	12	14												
22		SS	10	38	9												
24																	
26																	
28																	
30																	
32		SS	11	6	8												
34																	
36																	
38																	
40																	
42		SS	-	15	2												
44																	
46																	
48																	
50																	
52		SS	12	11	8												
54																	
56								-24.1									
58							Compact to dense dark grey to brown silty clayey SAND with gravel (SC/SM): TILL										
60																	
62		SS	13	50+	8												
64								-31.1									
66							End of Borehole BH-09										
68							Probable bedrock at a depth of 63 ft										
70																	













# BOREHOLE RECORD

**Project Name:** Coast Guard Terminal Development  
**Project No.:** 130-001  
**Client:** The Hardman Group Limited  
**Location:** Saint John, NB  
**Water Level:** Tidal

**BH - 14**  
**Page 1 of 1**  
**Date Drilled:** March 27, 2006  
**Datum:** LWOST

Depth (ft)	Water Level (ft)	Sample Type	Sample Number	N Value or RQD %	Recovery (in)	Symbols	SOIL DESCRIPTION	Elevation (ft)	Pocket Penetrometer		Moisture
									psf	psf	
									SPT (N)		Wp  ---O---  WL
									Blows/ft		
									5 15 25 35 45		10 30 50 70 90
0								32.1			
2		SS	1	45	18		Compact to very dense brown sand with gravel and trace of silt: FILL				
4		SS	2	65	15						
6	2	SS	3	23	17						
8		SS	4	21	8						
10		SS	5	13	10						
12		SS	6	11	10						
14	4	SS	7	16	13			17.3			
16		SS	8	50+	17		WOOD from 14.8 ft to 36 ft				
18											
20	6	SS	9	50+	17						
22											
24											
26	8										
28											
30											
32	10	SS	10	7	14						
34											
36											
38	12						Loose to compact brown to black silt with organics: FILL	-3.9			
40											
42		SS	11	18	8						
44											
46	14	RC	12	29%	63%		Severely fractured to sound black SHALE with occasional quartz seams, horizontal to 60° fractures and extremely close to moderate discontinuities				
48		RC	13	68%	100%						
50											
52	16	RC	14	75%	100%						
54											
56							End of Borehole BH-14 at 55 ft	-22.9			
58	18										
60											
62											
64											
66	20										
68											
70											

**BY-LAW NUMBER MV-17  
A BY-LAW RESPECTING WEIGHT  
RESTRICTIONS  
WITHIN THE CITY OF SAINT JOHN  
ENACTED  
UNDER THE AUTHORITY OF SECTION  
262(1) OF  
THE MOTOR VEHICLE ACT**

**ARRÊTÉ N° MV-17  
ARRÊTÉ CONCERNANT LES  
LIMITATIONS DE POIDS DANS  
THE CITY OF SAINT JOHN  
ÉDICTÉ  
EN VERTU DU PARAGRAPHE 262(1) DE LA  
LOI SUR LES VÉHICULES À MOTEUR**

Be it enacted by the Common Council of The City of Saint John, as follows:

Le conseil communal de The City of Saint John édicte :

**1** This By-Law may be cited as the “*Saint John Weight Restrictions By-Law*”.

**1** Le présent arrêté peut être cité sous le titre : *Arrêté de Saint John concernant les limitations de poids.*

**2** Except as provided herein, vehicles may be operated within The City of Saint John with each axle weight not exceeding eighty percent (80%) of the axle weights permitted under the Motor Vehicle Act (Chap. M-17) provided that each axle weight does not exceed that upon which the registered vehicle weight of the vehicle is based.

**2** Sauf disposition contraire dans le présent arrêté, il est permis de conduire dans la cité de Saint John un véhicule dont le poids par essieu ne dépasse pas quatre-vingts pour cent du poids permis en vertu de la *Loi sur les véhicules à moteur* (chapitre M-17), à la condition que le poids par essieu ne dépasse pas le poids pour lequel le véhicule est immatriculé.

**3** The weight restriction herein applies during the weight restriction period or periods of time specified and published each year by the Minister of Transportation pursuant to section 36 of the Highway Act (Chap. H-5) as applicable for Saint John County.

**3** Les limitations de poids ci-prévues s’appliquent pendant la période ou les périodes de limitation de poids fixées et publiées chaque année par le ministre des Transports en vertu de l’article 36 de la *Loi sur la voirie* (chapitre H-5) et qui s’appliquent au comté de Saint-Jean.

**4** The weight restriction herein does not apply to the highways described in Schedule “A”.

**4** Les limitations de poids ci-prévues ne s’appliquent pas aux routes énumérées à l’annexe A.

**5(a)** Where a person operates a motor vehicle on a highway within The City of Saint John with respect to which the weight restriction is in effect and the weight per axle is in excess of the weight restriction, that person commits an offence.

**5(a)** Commet une infraction quiconque conduit sur une route dans la cité de Saint John à laquelle s’applique la limitation de poids en vigueur un véhicule dont le poids par essieu dépasse la limitation de poids.

**5(b)** A person who commits an offence under this by-law is liable to a fine of not less than \$25.00 and not more than \$50.00. He may make a voluntary payment of the minimum fine to the Chief of Police any time prior to the laying of the information and upon such payment is not liable to be prosecuted therefore.

**5(b)** Une personne qui commet une infraction au présent arrêté est passible d’une amende minimale de 25 \$ et d’une amende maximale de 50 \$. Elle peut acquitter volontairement l’amende minimale auprès du chef de police en tout temps avant le dépôt de la dénonciation, après quoi elle n’est plus passible de poursuite à cet égard.

**6** Should extensive deterioration occur on

**6** Si une route dans la cité de Saint John

any highway within The City of Saint John, the Chief City Engineer or someone designated by him to act on his behalf, may reduce the allowable axle load or temporarily close the highway to all trucking by posting on the highway a notice to that effect.

devait se détériorer gravement, l'ingénieur municipal en chef, ou une personne désignée par lui pour agir pour son compte, peut réduire le poids par essieu autorisé ou fermer temporairement la route à tout le camionnage en plaçant sur la route un avis à cet effet.

7 Passenger buses and service vehicles are exempt from these restrictions.

7 Ces limitations ne s'appliquent pas aux autobus pour le transport des passagers ni aux véhicules de service.

8 The operator of a vehicle which is found to have an axle weight exceeding the weight restriction herein shall not proceed until all axle weights of the vehicle are within the weight restrictions herein, either by redistribution of load or by off-loading onto another vehicle. It is an offence to fail to comply with this section.

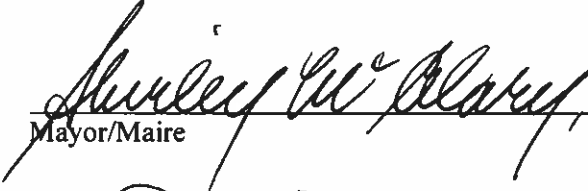
8 Il est interdit au conducteur d'un véhicule dont il est constaté que le poids par essieu dépasse la limitation de poids ci-prévue de poursuivre sa route tant que le poids par essieu du véhicule n'est pas rendu conforme aux limitations de poids ci-prévues, soit en redistribuant la charge, soit en transférant une partie dans un autre véhicule. Constitue une infraction le fait de ne pas se conformer au présent article.


9 A by-law of The City of Saint John enacted on the eleventh day of March, 1996 entitled "By-Law Number MV-121 A By-Law Respecting Weight Restrictions Within The City Of Saint John Enacted Under The Authority Of Section 262(1) Of The Motor Vehicle Act is repealed on the coming into force of this by-law.

9 L'arrêté de The City of Saint John édicté le 11 mars 1996 et intitulé *By-Law Number MV-121 A By-Law Respecting Weight Restrictions Within The City Of Saint John Enacted Under The Authority Of Section 262(1) Of The Motor Vehicle Act* est abrogé dès l'entrée en vigueur du présent arrêté.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the 5<sup>th</sup> day of April, A.D. 2004 and signed by:

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le 5 avril 2004, avec les signatures suivantes :

  
\_\_\_\_\_  
Mayor/Maire

  
\_\_\_\_\_  
Common Clerk/Greffier communal

First Reading - March 1, 2004  
Second Reading - April 5, 2004  
Third Reading - April 5, 2004

Première lecture - le 1 mars 2004  
Deuxième lecture - le 5 avril 2004  
Troisième lecture - le 5 avril 2004



## SCHEDULE A

### Route to the Port & Digby Ferry

Ludlow Street (Route 1 Ramp to  
King Street West)

King Street West

Market Place

St. John Street

Lancaster Street (St. John St. to  
Digby Ferry Road)

Digby Ferry Road

### Routes to Industrial Parks & interior streets

King William Road

Stinson Drive

Bayside Drive

Grandview Avenue (Bayside Drive to  
Industrial Drive)

Old Black River Road (Grandview Avenue  
to McAllister  
Industrial Park)

Industrial Drive

Dedication Street

Expansion Avenue

McIlveen Drive

Whitebone Way

### Route 100

Ocean Westway between Manawagonish  
Road and the exit from Route 7

Manawagonish Road (Ocean Westway to  
Fairville Boulevard)

Fairville Boulevard

## ANNEXE A

### Route menant au port et au traversier de Digby

Rue Ludlow (bretelle d'accès de la route 1 à  
la rue King Ouest)

Rue King Ouest

Place Market

Rue St. John

Rue Lancaster (de la rue St. John au chemin  
Digby Ferry)

Chemin Digby Ferry

### Routes menant aux parcs industriels et aux rues intérieures

Chemin King William

Promenade Stinson

Promenade Bayside

Avenue Grandview (de la promenade  
Bayside à la promenade Industrial)

Chemin Old Black River (de l'avenue  
Grandview au parc industriel McAllister)

Promenade Industrial

Rue Dedication

Avenue Expansion

Promenade McIlveen

Voie Whitebone

### Route 100

Voie Ouest Ocean entre le chemin  
Manawagonish et la sortie de la route 7

Chemin Manawagonish (de la Voie Ouest  
Ocean au boulevard Fairville)

Boulevard Fairville

Harding Street

Rue Harding

Main Street West (Simms Corner to  
Harding Street)

Rue Main Ouest (de Simms Corner à la rue  
Harding)

Bridge Road

Chemin Bridge

Chesley Drive

Promenade Chesley

Main Street (Chesley Drive to Union Street)

Rue Main (de la promenade Chesley à la rue  
Union)

Union Street (Main Street to Smythe Street)

Rue Union (de la rue Main à la rue Smythe)

Smythe Street (Union Street to Station  
Street)

Rue Smythe (de la rue Union à la rue Station)

Station Street

Rue Station

City Road

Chemin City

Rothesay Avenue

Avenue Rothesay

Rothesay Road

Chemin Rothesay

#### **Connection Routes**

#### **Routes de raccordement**

Hilyard Street

Rue Hilyard

Paradise Row

Rang Paradise

Russell Street

Rue Russell

Thorne Avenue

Avenue Thorne

Loch Lomond Road (Bayside Drive to  
McAllister Drive)

Chemin Loch Lomond (de la promenade  
Bayside à la promenade McAllister)

McAllister Drive

Promenade McAllister

Crown Street

Rue Crown

Broad Street

Rue Broad

Prince William Street

Rue Prince William

Water Street

Rue Water

Saint Patrick Street

Rue Saint Patrick

Courtenay Bay Causeway

Pont-jeté Courtenay Bay

**BY-LAW NUMBER MV-17  
A LAW TO AMEND A BY-LAW  
RESPECTING WEIGHT RESTRICTIONS  
WITHIN THE CITY OF SAINT JOHN  
ENACTED UNDER THE AUTHORITY  
OF SECTION 262(1) OF THE MOTOR  
VEHICLE ACT**

Be it enacted by the Common Council of  
The City of Saint John as follows:

A By-Law of The City of Saint John  
entitled "a By-Law Respecting Weight Restrictions  
Within The City of Saint John Enacted Under The  
Authority of Section 262(1) of The Motor Vehicle  
Act" enacted on the 5<sup>th</sup> day of April, A.D. 2004, is  
hereby amended as follows:

**1** Schedule A is amended by adding the  
following words under the following headings:

**Connection Routes**

Union Street between Crown Street and  
Wentworth Street only between March 28,  
2017 and April 3, 2017 inclusive

Wentworth Street between Union Street and  
King Street East only between March 28,  
2017 and April 3, 2017 inclusive

IN WITNESS WHEREOF The City of Saint John  
has caused the Corporate Common Seal of the said  
City to be affixed to this by-law the 27<sup>th</sup> day  
March, A.D. 2017 and signed by:



\_\_\_\_\_  
Mayor/Maire

\_\_\_\_\_  
Common Clerk / Greffier communal

First Reading - March 20, 2017  
Second Reading - March 20, 2017  
Third Reading - March 27, 2017

**ARRÊTÉ N° MV-17  
ARRÊTÉ CONCERNANT LES  
LIMITATIONS DE POIDS DANS  
THE CITY OF SAINT JOHN  
ÉDICTÉ EN VERTU DU  
PARAGRAPHE 262(1) DE LA LOI SUR  
LES VÉHICULES À MOTEUR**

Lors d'une réunion du conseil communal,  
The City of Saint John a décrété ce qui suit :

Par les présentes, l'arrêté de The City of  
Saint John intitulé « Arrêté concernant les  
limitations de poids dans the city of Saint John  
édicte en vertu du paragraphe 262(1) de la *loi sur  
les véhicules à moteur* », édicte le 5 avril 2004, est  
modifié comme suit :

**1** L'annexe A est modifiée par l'adjonction des  
mots suivants sous les titres suivants :

**Routes de raccordement**

rue Union entre rue Crown et rue  
Wentworth entre le 28 mars 2017 et le 3  
avril 2017 inclusivement

rue Wentworth entre rue Union et rue  
King Est entre le 28 mars 2017 et le 3  
avril 2017 inclusivement

EN FOI DE QUOI The City of Saint John a fait  
apposer son sceau communal sur le présent arrêté  
le 27 mars 2017, avec les signatures suivantes :

Première lecture - le 20 mars 2017  
Deuxième lecture - le 20 mars 2017  
Troisième lecture - le 27 mars 2017

**BY-LAW NUMBER MV-17  
A LAW TO AMEND A BY-LAW  
RESPECTING WEIGHT RESTRICTIONS  
WITHIN THE CITY OF SAINT JOHN  
ENACTED UNDER THE AUTHORITY  
OF SECTION 262(1) OF THE MOTOR  
VEHICLE ACT**

Be it enacted by the Common Council of  
The City of Saint John as follows:

A By-Law of The City of Saint John  
entitled "A By-Law Respecting Weight  
Restrictions Within The City of Saint John Enacted  
Under The Authority of Section 262(1) of The  
Motor Vehicle Act" enacted on the 5<sup>th</sup> day of April,  
A.D. 2004, is hereby amended as follows:

1 Schedule A is amended by adding the  
following words under the following headings:

**Connection Routes**

King Square South between Charlotte Street  
and Sydney Street only between April 27,  
2019 and April 28, 2019, inclusive, and  
between May 4, 2019 and May 5, 2019,  
inclusive

Sydney Street between King Square South  
and Union Street only between April 27,  
2019 and April 28, 2019, inclusive, and  
between May 4, 2019 and May 5, 2019,  
inclusive

Union Street between Sydney Street and  
Crown Street only between April 27, 2019  
and between April 28, 2019, inclusive, and  
May 4, 2019 and May 5, 2019, inclusive

IN WITNESS WHEREOF The City of Saint John  
has caused the Corporate Common Seal of the said  
City to be affixed to this by-law the 23<sup>rd</sup> day April,  
A.D. 2019 and signed by:

  
\_\_\_\_\_  
Mayor/Maire

  
\_\_\_\_\_  
Common Clerk / Greffier communal

First Reading - April 8, 2019  
Second Reading - April 8, 2019  
Third Reading - April 23, 2019

**ARRÊTÉ N° MV-17  
ARRÊTÉ CONCERNANT LES  
LIMITATIONS DE POIDS DANS  
THE CITY OF SAINT JOHN  
ÉDICTÉ EN VERTU DU  
PARAGRAPHE 262(1) DE LA LOI SUR  
LES VÉHICULES À MOTEUR**

Lors d'une réunion du conseil communal,  
The City of Saint John a décrété ce qui suit :

Par les présentes, l'arrêté de The City of  
Saint John intitulé « Arrêté concernant les  
limitations de poids dans the city of Saint John  
édicte en vertu du paragraphe 262(1) de la *loi sur  
les véhicules à moteur* », édicte le 5 avril 2004, est  
modifié comme suit :

1 L'annexe A est modifiée par l'adjonction des  
mots suivants sous les titres suivants :

**Routes de raccordement**

carré King Sud entre rue Charlotte et rue  
Sydney entre le 27 avril 2019 et le 28 avril  
2019, inclusivement, et entre le 4 mai  
2019 et le 5 mai 2019, inclusivement

rue Sydney entre carré King Sud et rue  
Union entre le 27 avril 2019 et le 28 avril  
2019, inclusivement, et entre le 4 mai  
2019 et le 5 mai 2019, inclusivement

rue Union entre rue Sydney et rue Crown  
entre le 27 avril 2019 et le 28 avril 2019,  
inclusivement, et entre le 4 mai 2019 et le  
5 mai 2019, inclusivement

EN FOI DE QUOI The City of Saint John a fait  
apposer son sceau communal sur le présent arrêté  
le 23 avril 2019, avec les signatures suivantes :



Première lecture - le 8 avril 2019  
Deuxième lecture - le 8 avril 2019  
Troisième lecture - le 23 avril 2019



City of Saint John

## **GENERAL SPECIFICATIONS**

### **DIVISION 6**

#### **GENERAL ADMINISTRATION OF CONTRACT**



City of Saint John

## TABLE OF CONTENTS

### **DIVISION 6 – GENERAL ADMINISTRATION OF CONTRACT**

<u>Section</u>	<u>Page</u>
6.1	Definitions and Interpretations ..... 6-1
6.2	Extent of Contract and Adherence to Drawings and Specifications ..... 6-4
6.3	Authority of the Engineer ..... 6-4
6.3.01	General ..... 6-4
6.3.02	Orders of the Engineers ..... 6-4
6.3.03	Construction Methods and Equipment..... 6-5
6.3.04	Unauthorized Work ..... 6-5
6.3.05	Work to the Satisfaction of the Engineer ..... 6-5
6.3.06	Alterations, Additions and Deletions ..... 6-5
6.4	Contract Documents ..... 6-6
6.4.01	Interpretation of Contract Documents ..... 6-6
6.4.02	Interpretation of Plans and Contract Specifications ..... 6-6
6.4.03	Verification of Measurements and Dimensions ..... 6-6
6.4.04	Distribution of Contract Documents ..... 6-6
6.5	Sufficiency of Tender ..... 6-7
6.6	Assignment ..... 6-7
6.7	Bonds ..... 6-7
6.7.01	Performance Bond..... 6-7
6.7.02	Labour and Material Payment Bond ..... 6-8
6.7.03	Duration of Bonds ..... 6-8
6.8	Insurance and WorkSafeNB ..... 6-8
6.8.01	Liability Insurance ..... 6-8
6.8.02	Automobile Insurance ..... 6-9
6.8.03	WorkSafeNB ..... 6-9
6.8.04	Insurance Policies and Certificates ..... 6-9
6.9	Indemnity ..... 6-10
6.9.01	Agreement to Indemnify and Hold Harmless ..... 6-10
6.9.02	Loss or Damage ..... 6-10



City of Saint John

## TABLE OF CONTENTS

### **DIVISION 6 – GENERAL ADMINISTRATION OF CONTRACT**

<b><u>Section</u></b>	<b><u>Page</u></b>
6.10 Labour, Materials, Workmanship and Testing .....	6-10
6.11 Engineer's Representative .....	6-11
6.12 Contractor's Representative.....	6-11
6.13 Schedule of Work.....	6-12
6.14 Commencement of Work, Possession of Site, Easements, Permits and Licences.....	6-12
6.15 Time For Completion.....	6-13
6.16 Measurement of the Quantities of Work .....	6-13
6.17 Changes in the Work.....	6-14
6.18 Maintenance Period .....	6-15
<b>6.19</b> Response to Defect, Fault or Deficiency Identified Prior To or During Maintenance Period .....	6-15
<b>6.20</b> <b>Completion</b> .....	<b>6-15</b>
<b>6.20.01</b> <b>Definition of Substantial Completion</b> .....	<b>6-15</b>
<b>6.20.02</b> <b>Deficiency Retention</b> .....	<b>6-16</b>
<b>6.20.03</b> <b>Certificate of Substantial Completion</b> .....	<b>6-16</b>
<b>6.20.04</b> <b>Completion Retention and Holdback</b> .....	<b>6-16</b>
<b>6.20.05</b> <b>Certificate of Final Completion</b> .....	<b>6-17</b>
<b>6.20.06</b> <b>Certificate of Final Acceptance</b> .....	<b>6-17</b>
<b>6.21</b> Payment Certificates .....	<b>6-17</b>
<b>6.21.01</b> <b>Interim Payments</b> .....	<b>6-17</b>
<b>6.21.02</b> <b>Holdback Release</b> .....	<b>6-18</b>
<b>6.21.03</b> <b>Final Payment</b> .....	<b>6-19</b>
<b>6.22</b> Liquidated Damages for Late Completion .....	<b>6-19</b>
<b>6.23</b> Books and Records of the Contractor and Subcontractors .....	<b>6-20</b>
<b>6.24</b> Contractor to Pay Promptly .....	<b>6-20</b>
<b>6.25</b> Wages .....	<b>6-20</b>





City of Saint John

## TABLE OF CONTENTS

### **DIVISION 6 – GENERAL ADMINISTRATION OF CONTRACT**

<u>Section</u>	<u>Page</u>
6.26 Suspension of Work and Inclement Weather .....	6-20
6.27 Dismissal of Contractor .....	6-21
6.28 Bankruptcy and Insolvency .....	6-22
6.29 Standard Specifications .....	6-22
6.30 Contract Documents Available On Site.....	6-23
6.31 Notices .....	6-23
6.32 <b>Notice of Lien .....</b>	<b>6-23</b>
6.33 Waiver .....	6-23
6.34 Disputes - Arbitration.....	6-23
6.34.01 Engineer to Decide Contract Related Issues.....	6-23
6.34.02 Notice of Claim for Additional Time or Money .....	6-24
6.34.03 Barred Claims .....	6-24
6.34.04 Engineer’s Decision .....	6-24
6.34.05 Contractor’s Obligations Following the Engineer’s Decision .....	6-24
6.34.06 Arbitration.....	6-24
6.35 <b>Construction Remedies Act Liens .....</b>	<b>6-25</b>
6.36 Equivalentents .....	6-26
6.37 Verbal Arrangements .....	6-27
6.38 Others’ Rights .....	6-27
6.39 Claims of Contractors.....	6-27
6.40 Elected Members .....	6-28
6.41 Night, Saturday, Sunday and Holiday Work .....	6-28
6.42 Right of Set Off.....	6-28

## 6.1 DEFINITIONS AND INTERPRETATIONS

In this Contract the following capitalized words and expressions shall have the following meanings:

**“ADDENDA”** or **“ADDENDUM”** means each and every written document issued by the Authorized Enquiry Contact or the Designated Alternate Contact for the purpose of responding to an enquiry, amending or clarifying the Tender Documents and Tendering Process.

**"APPROVED"** or **"APPROVAL"** refer to approval by the Engineer unless otherwise stated.

**“AUTHORIZED ENQUIRY CONTACT”** means the person(s) identified in section 2.5.01.

**“AUTHORITY”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over this Agreement; and **Authorities** means all such authorities, agencies, bodies and departments.

**"CITY"** and **"OWNER"** means The City of Saint John, a municipality in the Province of New Brunswick.

**“CLAIM”** means any claim, demand, liability, damage, loss, suit, action, or cause of action or other proceedings by whomsoever claimed and all costs and expenses relating thereto and **Claims** shall have a corresponding meaning.

**“COMMISSIONING”** means verification that all materials, equipment, and systems installed in the Work may be put into continuous operation and shall perform as required under the Contract.

**“COMMON COUNCIL”** means the elected municipal council of the City.

**“COMPLETION RETENTION”** has the meaning as set forth in section 6.20.04.

**“CONSULTANT”** means a consulting engineer or engineering firm or an architect or architectural firm who or which is currently licensed to practice within the Province of New Brunswick and has been designated or approved by the Chief City Engineer to carry out engineering or architectural services required to complete the project.

**“CONTRACT”** means a written contract to be entered into between the Contractor and the City and includes the Contract Specifications (Project Description (Division 1), the Instructions To Tenderers and Tendering Procedures (Division 2), the Particular Specifications (Division 3), the duly completed Form of Tender (Division 4), the Form of Agreement (Division 5), the General Specifications (Divisions 6 through 31), the Plans and Drawings, and all addenda.

**“CONTRACTOR”** means the selected Tenderer who entered into the Contract with the City, and includes a person who, the Contractor has advised the City in writing, is authorized to act as the representative of the Contractor.

## 6.1 DEFINITIONS AND INTERPRETATIONS (Cont'd)

"**CONTRACT PRICE**" means the sum that has been approved by Common Council and is set out in the Contract for the construction, erection, completion, testing and maintenance of the Work subject to such additions thereto or deductions therefrom as may be made pursuant to the Contract.

"**CONSTRUCTION EQUIPMENT**" means all fixed or mobile machines, tools or other things, whether owned or rented by the Contractor, which are required in the execution of the Work but does not include equipment, materials, or other things forming or intended to form part of the permanent Work.

"**DEFICIENCY RETENTION**" has the meaning as set forth in section 6.20.02.

"**DESIGNATED ALTERNATE CONTACT**" means the person(s) as identified in section 2.5.01.

"**DISQUALIFIED**" means exclusion of a Tenderer's Tender by the City from the Tendering Process and **Disqualification** shall have a corresponding meaning and **Disqualify** shall have a corresponding meaning.

"**DRAWINGS**" or "**PLANS**" means the drawings or plans referred to in the Contract and any modification thereto approved in writing by the Engineer, for the purpose of the Contract.

"**ENGINEER**" includes the Chief City Engineer, or any Engineer who is employed by the City and has been designated by the Chief City Engineer to act on **their** behalf, or a Consultant which has been retained in writing by the Chief City Engineer or the Engineer acting on behalf of the Chief City Engineer.

"**ENGINEER'S REPRESENTATIVE**" means any person who is employed by the City and had been designated by the Engineer to act on **their** behalf.

"**EQUIPMENT DOWNTIME**" means time during which Construction Equipment used in the carrying out the Work must remain idle because of decisions made by the City, or investigations, clarifications or changes in the Work required by the City.

"**INCIDENTAL SERVICES OR ITEMS**" refer to any items of work, material, labour or equipment necessary to complete the Work in accordance with the Contract, or otherwise required by a manufacturer or in accordance with recognized standards and procedures for which there is no particularly or specified item under the Contract, and for which no payment will be made.

"**LABOUR AND MATERIAL PAYMENT BOND**" has the meaning as set forth in section 2.2.06 and 6.7.02;

"**MACHINERY CONTRACTOR**" means a person with whom the City has or will enter into a Machinery Contract or has placed or will place an order for item(s) of electrical and/or mechanical plant and/or equipment for incorporation in the Work.

"**PERFORMANCE BOND**" has the meaning as set forth in sections 2.2.06 and 6.7.01.

"**PERFORMANCE GUARANTEES**" means both the Labour and Material Payment Bond and the Performance Bond.

## 6.1 **DEFINITIONS AND INTERPRETATIONS (Cont'd)**

"**PLANT**" includes all implements, machinery, vehicles, buildings, structures, equipment, articles, etc. required for the execution of the Work.

"**SCHEDULE OF QUANTITIES AND UNIT PRICES**" means the various rates and prices entered by the Contractor in the *Schedule of Quantities and Unit Prices* attached as Appendix 4A to Division 4 – Form of Tender at the time of tendering.

"**SITE**" means the lands and other places, on, under, in or through which the Work, in whole or in part, is to be executed or carried out and any other lands owned by the City for the purpose of the Contract.

"**SPECIFICATIONS**" means the Project Description (Division 1), the Instructions to Tenderers and Tendering Procedures (Division 2), the Particular Specifications (Division 3), the Form of Tender (Division 4), the Form of Agreement (Division 5) and the General Specifications (Division 6-31).

"**SUBSTANTIAL COMPLETION**" has the meaning set forth at section 6.20.01.

"**SUBSTANTIALLY COMPLETE**" shall have the same meaning as "Substantial Completion".

"**SUBSTANTIAL PERFORMANCE**" as defined in *Construction Remedies Act* shall for the purpose of the within Contract corresponds to "**Substantial Completion**" as defined above.

"**TENDER**" means a tender submitted by a Tenderer in response to this Tendering Process, and **Tender Submission(s)** shall have a corresponding meaning.

"**TENDER (BID) BOND**" has the meaning set forth in section 2.6.02(c) *above*.

"**TENDER BOX**" means the locked box for receipt of Tenders, located at 175 Rothesay Avenue, 1<sup>st</sup> Floor, Saint John, New Brunswick.

"**TENDER CLOSING**" means the time and date for submission of Tenders as set forth in section 2.3.

"**TENDER DOCUMENTS**" has the meaning set forth at section 4.2.

"**TENDER OPENING COMMITTEE**" consists of a chairman (Purchasing Agent or a designate), and two members (Chief City Engineer or a designate and a member of staff designated by the City Manager) designated to evaluate each Tender.

"**TENDER OPENING LOCATION**" means 175 Rothesay Avenue, 1<sup>st</sup> Floor Boardroom, Saint John, New Brunswick.

"**TENDER PRICE**" has the meaning set forth at section 4.2.

"**TENDERER**" means any entity, including a company, firm, consortium, joint venture or partnership, which responds to Tendering Process, who is registered with the City as having taken or received Tender Documents relating to the project.

## **6.1 DEFINITIONS AND INTERPRETATIONS (Cont'd)**

“**TENDERING PROCESS**” means the overall process for the selection of a Tenderer to provide the type and standard of Work in conformance with the Specifications and Drawings as contemplated in this process.

“**WORK**” means the Work that is described in the Contract and is to be carried out in accordance with the Contract.

“**WORKING DAY**” means a day other than a Saturday, Sunday or statutory holiday in New Brunswick.

## **6.2 EXTENT OF CONTRACT AND ADHERENCE TO DRAWINGS AND SPECIFICATIONS**

The Work consists of the construction, completion, testing and maintenance of the Work that is described in the Contract, and the provision of everything required to complete the Work, including labour, materials, equipment, and temporary work.

The Contractor shall carry out the Work strictly in accordance with the Drawings and Specifications, and with any supplementary directions, details or Change Orders issued or approved by the Engineer as being required for the proper completion of the Work.

## **6.3 AUTHORITY OF THE ENGINEER**

### **6.3.01 General**

The Engineer has full authority to define the meanings of the Drawings and other Contract Documents. The Engineer, either personally or through the Engineer's Representative, shall be the sole judge of the workmanship and materials in respect of both quality and quantity and has full powers to examine, inspect and approve or reject materials, methods of procedure and workmanship provided or used in the execution of the Contract and to determine whether or not materials and workmanship are of the character required by the intent and meaning of the Drawings and other Contract Documents.

Subject to section 6.34 (Disputes – Arbitration), the Engineer's decision shall be final and binding upon the Contractor.

### **6.3.02 Orders of the Engineer**

- a) The Contractor shall promptly and efficiently comply with all orders, directions and instructions given at any time by the Engineer with respect to the Work or the conduct thereof;
- b) If the Contractor disagrees with any order, direction or instruction given at any time by the Engineer, they shall perform the Work as instructed and shall serve notice in accordance with the terms set out at section 6.34.02.

### **6.3.03 Construction Methods and Equipment**

- a) Equipment and methods used shall be appropriate to perform the Work outlined in the Contract Documents.
- b) The Engineer reserves the right to order the discontinuance or use of any Construction Equipment or method which fails to consistently produce satisfactory results.

### **6.3.04 Unauthorized Work**

- a) Any work done or material supplied by the Contractor which is beyond the lines, grades, or descriptions detailed in the Contract Documents, or established by the Engineer by written notification, shall be considered as unauthorized and may not be measured for payment.
- b) Upon order of the Engineer, unauthorized Work or materials shall be remedied, removed or replaced by the Contractor, at **their** own expense.
- c) If the Contractor fails to comply promptly with any order made under this section, the Engineer may cause unauthorized Work or material to be remedied, removed or replaced in accordance with the terms of this Division 6.

### **6.3.05 Work to the Satisfaction of the Engineer**

The Contractor shall construct, complete, test and maintain the Work in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with, and adhere strictly to, the Engineer's instructions and directions on any matter that the Engineer deems relevant and in the best interest of the City, whether mentioned in the Contract or not. The Contractor shall take instructions and directions only from the Engineer, or where applicable, from the Engineer's Representative.

### **6.3.06 Alterations, Additions and Deletions**

The Engineer may order variations or changes to the form, quality or quantity of the Work. The Contractor shall, upon receipt of a written Change Order from the Engineer to this effect, do any of the following as may be necessary in order to comply with said order:

- a) Increase or decrease the quantity of any work included in the Contract;
- b) Delete any such work;
- c) Change the character or quality or kind of any such work;
- d) Change the levels, lines, position, and dimensions of any part of the work; and
- e) Execute additional work of any kind necessary for the completion of the Work.

No such variation or change will be made by the Contractor without first obtaining a written Change Order from the Engineer, which shall set out the general authority

### **6.3.06 Alterations, Additions and Deletions (Cont'd)**

to perform the same, the details of the work to be performed and the amount or basis upon which the Contractor will be paid for same.

All the provisions of this Contract shall apply to any change ordered by the Engineer to the same extent as to the Work described in the Contract. The valuation of such variations or changes shall be made pursuant to Section 6.17, "Changes in the Work".

## **6.4 CONTRACT DOCUMENTS**

### **6.4.01 Interpretation of Contract Documents**

- a) in the event of discrepancies or conflicts between the Drawings, the Contract Specifications and the "General Specifications Division 6 - General Administration of Contract", the "General Specifications Division 6 - General Administration of Contract" shall govern; and
- b) in the event of discrepancies or conflicts between the General Specifications – Divisions 7 through 30 - and the "Contract Specifications Division 3 - Particular Specifications", the "Contract Specifications Division 3 - Particular Specifications" shall govern.

### **6.4.02 Interpretation of Plans and Contract Specifications**

- a) In the event of discrepancies or conflicts between the Drawings and the Contract Specifications, the Contract Specifications shall govern;
- b) in the event of discrepancies or conflicts between Drawings, the Drawings drawn with the largest scale shall govern; and
- c) in the event discrepancies between figured dimensions and scaled dimensions, the figured dimensions shall govern.

### **6.4.03 Verification of Measurements and Dimensions**

The Contractor shall verify all measurements and dimensions and report any discrepancies to the Engineer.

### **6.4.04 Distribution of Contract Documents**

The Drawings, Contract Specifications, and associated documents shall remain the sole property of the City, but two (2) copies thereof shall be provided to the Contractor at no charge. The Contractor shall promptly give notice in writing to the Engineer of any further drawings or plans or Contract Specifications required for the proper execution of the Work pursuant to the Contract and these will be provided to the Contractor at cost price. The Engineer may supply to the Contractor from time to time during the progress of the Work such further additional or substitute drawings or plans and instructions as the Engineer considers to be necessary or desirable for the purpose of the proper and adequate execution and maintenance of the Work.



## **6.5 SUFFICIENCY OF TENDER**

Tenderers shall inspect and examine the site and its surroundings before submitting a tender. A Tenderer who submits a tender is deemed to be satisfied as to the nature of the ground and subsoil, the form and nature of the Site, the quantities and nature of the Work, the materials necessary for the completion of the Work, the means of access to the Site, any accommodation which may be required, and in general to have obtained all necessary information as to the proposed Work and as to any risks, contingencies, and other circumstances affecting the Work.

The Tenderer shall be deemed to have satisfied **itself** before submitting a Tender as to the correctness and sufficiency of the Tender and the prices entered in the Schedules of Quantities and Unit Prices, Division 4 of the Contract Specifications, and such prices shall be deemed to cover and include all obligations under the Contract.

## **6.6 ASSIGNMENT**

The Contractor shall not assign any of the rights, benefits or obligations under the Contract without the written consent of the City. The consent of the City does not relieve the Contractor from liability under the Contract.

Notwithstanding the foregoing, the Contractor shall, where required under the Contract, employ specialized subcontractors for execution of those parts of the Work requiring special skills. The Contractor is responsible to the City for all work done by its subcontractors and all work performed by subcontractors shall comply with the Contract.

The Contractor shall comply, or bring about compliance, with all orders, notices, etc. given to it by the Engineer with respect to the execution of the Work by the Contractor or its subcontractors.

## **6.7 BONDS**

The Contractor shall deliver the following bonds or certified cheques to the City within five (5) Working Days following the City's notice of selection:

### **6.7.01 Performance Bond**

The Contractor shall provide to the City a Performance Bond covering the faithful performance of the Contract, including the period of maintenance, satisfactory to the City as to form and issuer. **The Performance Bond shall comply with the *Construction Remedies Act* and the Regulations thereunder.**

The bond shall be for fifty percent (50%) of the contract price and shall be with a Guarantee Surety company that is satisfactory to the City and is authorized to carry on business in the Province of New Brunswick. The City shall, upon receiving and approving the Performance Bond, return the Tender (Bid) Bond or certified cheque in lieu thereof.

**Where permitted by the *Construction Remedies Act*, the City may allow alternate forms of security. Alternate forms of security, if any, shall be specified through the Particular Specifications.**

### **6.7.02 Labour and Material Payment Bond**

The Contractor shall provide to the City a Labour and Material Payment Bond satisfactory to the City as to form and issuer. ~~The Labour and Material Payment Bond shall comply with the *Construction Remedies Act* and the Regulations thereunder.~~

The bond shall be for fifty percent (50%) of the contract price and shall be with a Guarantee Surety company that is satisfactory to the City and is authorized to carry on business in the Province of New Brunswick.

~~Where permitted by the *Construction Remedies Act*, the City may allow alternate forms of security. Alternate forms of security, if any, shall be specified through the Particular Specifications.~~

### **6.7.03 Duration of Bonds**

The Performance Bond and the Labour and Material Payment Bond shall remain in effect until the Engineer issues the Certificate of Final Acceptance pursuant to section 6.20.06.

### ~~**6.7.04 Certified Cheque(s) In Lieu of Bonds**~~

~~The Contractors may provide a certified cheque in the amount of twenty percent (20%) of the contract price in lieu of the Performance Bond and the Labour and Material Payment Bond.~~

~~Sixty (60) days after issuing the Certificate of Substantial Completion pursuant to section 6.19.01, the City shall release seventy-five percent (75%) of the certified cheque. The remaining twenty-five percent (25%) shall not be released until after the Certificate of Final Acceptance has been issued.~~

## **6.8 INSURANCE AND WORKSAFENB**

### **6.8.01 Liability Insurance**

The Contractor shall supply and keep in force for the full term of this Contract, a Wrap up Liability policy against liability for bodily and property damage that may arise with respect to the Work being performed under the Contract. This policy shall include the following:

- a) Coverage shall be on an occurrence basis with inclusive limits of at least five million dollars (\$5,000,000);
- b) The City of Saint John, the Sub-Contractors, the Engineer and the Architect, shall be named as Additional Insured with respect to the operations of the Contractor;
- c) Contractual Liability with respect to this Contract;
- d) Coverage for bodily injury and property with the amount set forth;
- e) A Cross Liability Clause;

#### **6.8.01 Liability Insurance (Cont'd)**

- f) Contingent Employers Liability coverage;
- g) Non-Owned Automobile or licensed vehicle Liability coverage;
- h) Completed Operations coverage, with respect to this Contract, that shall remain in force for the duration of the guarantee period (maintenance period) which is a period of twelve (12) months from the date of issuance of the Certificate of Final Completion;
- i) Thirty (30) days' written notice shall be given to the City of Saint John in the event of the cancellation, substantial amendment, or lapse, of this policy.
- j) Coverage for Broad Form property damage; and

A separate policy endorsement shall be provided if any blasting is to be carried out under the Contract.

#### **6.8.02 Automobile Insurance**

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage caused by motor vehicles owned by the Contractor and used with respect to the Work. Such insurance shall have an inclusive limit of at least five million dollars (\$5,000,000). For the purposes of this Contract, the definition of a "motor vehicle" shall be the same as the definition of a "motor vehicle" in the *Motor Vehicle Act*, RSNB 1973, c. M-17, and amendments thereto.

#### **6.8.03 WorkSafeNB**

The Contractor shall pay such assessments as will protect the Contractor and the City from claims under the New Brunswick *Workplace Health, Safety and Compensation Commission Act*, 1994, S.N.B., c. W-14, and amendments thereto. The Contractor shall provide to the City a letter from WorkSafeNB stating that the Contractor is in good standing and is fully covered under said Act, pursuant to section 6.8.04.

#### **6.8.04 Insurance Policies and Certificates**

The Contractor shall, within five (5) Working Days following the City's notice of selection deliver the following:

- a) Insurance Certificates, acceptable to the City, indicating compliance with the Liability and Automobile Insurance requirements set out in the Contract;
- b) A certificate from WorkSafeNB which confirms that the Contractor is in good standing under the *Workplace Health, Safety and Compensation Commission Act*, 1994, S.N.B. c. W-14, and amendments thereto;

The WorkSafeNB certificate shall also be delivered:

- (i) At intervals of six (6) months during the course of the Contract;

- (ii) Sixty (60) days after the Certificate of Substantial Completion has been issued, and
  - (iii) At the time of Final Payment.
- c) A Business Corporations Act Certificate which confirms proper registration with the Province of New Brunswick - Corporate Affairs of which the Contractor must be in good standing;
  - d) For Contracts with a Tender Price exceeding \$250,000.00 (inclusive of HST), the Contractor shall provide a current Letter of Good Standing or a Letter of Good Standing "In Process" under the Certificate of Recognition Program issued by the New Brunswick Construction Safety Association. Out-of-province Tenderers shall supply an equivalent from the Tenderer's province of origin, acceptable to the Engineer.

## **6.9 INDEMNITY**

### **6.9.01 Agreement to Indemnify and Hold Harmless**

The Contractor hereby indemnifies, defends and saves harmless the City, its employees, officers, agents, successors and assigns, from and against any and all losses, costs, claims, demands, expenses, proceedings and actions of every nature and kind for injury or damages, including indirect, consequential and incidental damages, to persons or property which are or may be in any way related to, or connected or associated with the Work done or purported to be done in any manner under the Contract.

### **6.9.02 Loss or Damage**

The Contractor hereby releases and forever discharges the City from and against any and all losses, costs, claims, demands, expenses, proceedings and actions of every nature and kind for injury or damages, including direct, consequential and incidental damages to the Work or to any material, equipment or similar item to be used or incorporated in the Work, which are or may be in any way related to or caused by fire or any like circumstances. The Contractor shall properly guard the Work and make good all loss or damage of whatever nature or origin that may arise, until the Work is completed and the Certificate of Substantial Completion has been issued. After Substantial Completion and during the Maintenance Period the Contractor shall remain responsible to make good on all loss or damage to the Work except where such loss or damage is a result of negligence by the City.

## **6.10 LABOUR, MATERIALS, WORKMANSHIP AND TESTING**

The Contractor shall employ qualified personnel and pay wages in accordance with all applicable Federal and Provincial rules, requirements and legislation.

All equipment, materials and workmanship described in the Contract shall be of the highest quality and in accordance with the Engineer's instructions and shall be subjected from time to time to such standard tests as the Engineer may direct at the place of manufacture or fabrication or on the Site. The Engineer may forbid the use of any materials if, upon delivery, they are found to be defective or if the Engineer considers them unsuitable for use or incorporation in the Work.



The Contractor shall keep the Engineer fully advised of the order and delivery dates of materials.

The Contractor shall, at no cost to the City, provide such assistance, instruments, machines, labour, and materials as are normally required for examining, measuring and testing the Work and the quality, weight or quantity of any material used for the Work. The Contractor shall also supply samples of materials before use or incorporation in the Work for testing, as may be required by the Engineer. The cost of doing so shall be deemed to have been distributed among and included in the Schedule of Quantities and Unit Prices.

The Contractor hereby releases and forever discharges the City from and against any costs, claims, expenses, proceedings and actions of every nature and kind for injury or damages, including indirect, consequential and incidental damages to persons or property which are, or may be in any way related to, or connected or associated with the rejection by the Engineer of such materials, and the removing of such materials from the Work and / or the Site.

The Contractor is not required to provide for testing the material of any equipment obtained from Machinery Contractors, unless, in the opinion of the Engineer, such equipment has suffered, or may reasonably be assumed to have suffered, damage while in the care of the Contractor.

#### **6.11 ENGINEER'S REPRESENTATIVE**

The duties of the Engineer's Representative are to watch over and supervise the Work and also to supervise the testing and examination of all materials to be used, or workmanship employed, in connection with the Work. Except as expressly provided in the Contract, the Engineer's Representative does not have any authority to relieve the Contractor of any of the Contractor's duties or obligations under the Contract, to order any work involving delay or extra cost to the City or to make variations in the Work.

The Engineer may from time to time in writing delegate to the Engineer's Representative any of the powers and authorities vested in the Engineer, and shall provide to the Contractor a copy of all such written delegations of powers and authorities. Only those written instructions or written approval given by the Engineer's Representative to the Contractor within the terms of such delegation shall bind the Contractor and the City as though it had been given by the Engineer.

Failure of the Engineer's Representative to disapprove any work or materials shall not prevent the Engineer from disapproving such work or materials and ordering the pulling down, removal or breaking up thereof.

The Contractor may, if **the Contractor** is not satisfied with a decision of the Engineer's Representative, refer the matter to the Engineer who may confirm, rescind or vary such decision.

#### **6.12 CONTRACTOR'S REPRESENTATIVE**

The Contractor shall, at all times during the continuation of the Contract, keep in full-time employment on the Site a competent Superintendent, Foreman or Agent who shall act as the Contractor's Representative and be fully empowered to act for and on behalf of and bind the Contractor in all matters pertaining to the Contract. Any explanation, order, instruction, direction or request given to the said representative shall be deemed to have been given to the Contractor. The appointment of any Superintendent Foreman or Agent as the Contractor's Representative shall be subject to the approval of the Engineer, and such approval may be withdrawn at any time. The Contractor's Representative shall, if the Engineer so requires, be solely employed for work directly connected with the Contract.

## **6.12 CONTRACTOR'S REPRESENTATIVE (Cont'd)**

The Contractor shall upon request of the Engineer remove from the Work any Superintendent, Foreman, Agent or any other person employed by the Contractor to do work on the Contract who, in the opinion of the Engineer, is incompetent or has been conducting **themselves** improperly. The Contractor shall not allow a person so removed by the Engineer to remain on the Site of the Work.

The Contractor's representative shall be available to be contacted at any time on weekends, holidays or after working hours. This representative shall carry a pager or mobile telephone at all times and shall answer all calls made by the Engineer or the Engineer's Representative. The Contractor's Representative will be expected to receive and handle calls regarding conditions of the construction Site, safety, traffic, etc. The pager, telephone or mobile telephone number of the Contractor's Representative shall be given to the Engineer prior to commencement of the Work.

Should the City be unable to contact the Contractor's representative, the City may, in its sole discretion, correct any deficient conditions on the Work Site as are deemed necessary by the Engineer, and recover the cost of doing so from the Contractor. The City may set off such costs against any monies owed to the Contractor under the Contract.

## **6.13 SCHEDULE OF WORK**

The Contractor shall as soon as is practicable, and in any case not later than ten (10) Working Days after the City has issued its Notice of Selection, submit to the Engineer for approval a schedule showing the order in or procedure and method according to which the Contractor proposes to carry out the Work. The Contractor shall, whenever required by the Engineer, provide particulars in writing of the Contractor's arrangements for the carrying out of the Work of the construction plant and temporary works which the Contractor intends to supply, use or construct as the case may be. The submission to and approval by the Engineer of such information shall not relieve the Contractor of its obligations under the Contract, nor shall it preclude the Engineer from ordering and directing at any time in what order or where the Work shall proceed.

## **6.14 COMMENCEMENT OF WORK, POSSESSION OF SITE, EASEMENTS, PERMITS AND LICENCES**

The Contractor shall commence the Work within ten (10) Working Days after receipt of an order in writing to this effect from the Engineer and shall proceed with the same diligently, in accordance with the Engineer's directions and the schedule approved by the Engineer.

The Contractor shall take possession of the Site as soon as practicable after receipt of the Engineer's orders to commence the Work.

The City shall acquire all easements necessary for the Contractor to complete the Work.

Subject to section 7.12 "Environmental Compliance", the Contractor, at the Contractor's own expense, shall obtain all permits, permissions, licences, and approvals in connection with the Contract and shall deliver these to the Engineer.

When the Contractor is constructing an above ground structure, or an underground structure with electrical works, the Contractor shall obtain and pay for building permits and electrical permits.

All permits and approvals shall be applied for so they are obtained well in advance of the time they will be required. This includes but is not limited to electrical permits, building permits, demolition permits, and excavation permits.

#### **6.14 COMMENCEMENT OF WORK, POSSESSION OF SITE, EASEMENTS, PERMITS AND LICENCES (Cont'd)**

If the Contractor deems it advisable to acquire the right or rights to use, enjoy or occupy any additional or adjacent land or lands in order to facilitate the execution of the Work, the Contractor shall obtain such right or rights at the Contractor's expense, and the Contractor shall at all times indemnify and save harmless the City from any and all claims arising from the acquisition of such right or rights, or the use, enjoyment or occupancy of such land or lands. The Contractor shall supply to the City a signed statement of such rights obtained from the parties involved.

The Contractor shall supply to the Engineer all forms, permits, certificates, licenses or other documentation as required to complete the Work, including those referred to in the General Specifications.

#### **6.15 TIME FOR COMPLETION**

The Work shall be completed within the time stated in the Contract calculated from the date of the Engineer's written order to commence the Work or the date at which the Contractor received the Form of Agreement duly executed by both parties.

If the Contractor wishes to extend the prescribed time for completion of the Work because of delays occasioned by extra work, **epidemic, pandemic**, strikes, lockouts, fires, insurrection, acts of God, or delay in delivery of equipment, the Contractor shall give notice in writing to the Engineer within ten (10) Working Days after any such delay or other event listed above has first arisen stating the reason for the request and, in such an event, the Engineer may, in **their** absolute discretion, determine what extension of time, if any, will be allowed.

The Contractor hereby releases and forever discharges the City from any claim, demand, action, suit, or petition whatsoever for any damage suffered by the Contractor which are or may in any way be related to or connected or associated with delays from whatever cause arising in the progress of the Work, whether or not the Engineer exercised **their** discretion to allow an extension of time for completion.

#### **6.16 MEASUREMENT OF THE QUANTITIES OF WORK**

The quantities set out in the *Schedule of Quantities and Unit Prices*, are the estimated quantities of the Work only, and they are not to be taken as the actual and final quantities of the Work to be executed by the Contractor in fulfillment of the Contractor's obligations under the Contract. The City reserves the right, through the Engineer, to increase, decrease or eliminate entirely the quantities of all or any of the items in the *Schedule of Quantities and Unit Prices*.

Monthly measurements of the work being carried out under the Contract shall be made jointly by the Engineer's Representative and the Contractor's Representative at the end of each calendar month. The Contractor's Representative shall attend upon, and assist the Engineer's Representative in taking such measurements and shall provide all particulars required by the Engineer's Representative. The Engineer's Representative will notify the Contractor when such measurements are to be made.

The said monthly measurements shall not bind the Engineer in any manner in the preparation of the Final Measurement of the Works constructed by the Contractor under this Contract.

## **6.16 MEASUREMENT OF THE QUANTITIES OF WORK (Cont'd)**

The Final Measurement (see section 6.20.05, “Certificate of Final Completion”) shall similarly be made in detail as soon as is practicable after the Certificate of Substantial Completion has been issued pursuant to section 6.20.03, or as soon as the whole of the Work has been completed, and this Final Measurement shall be approved and accepted in writing by the Engineer and the Contractor before the Final Payment Certificate (see section 6.21.02, “Holdback Release”) is processed.

## **6.17 CHANGES IN THE WORK**

The Engineer shall determine the amount, if any, to be added to, or deducted from, the Tender Price, in respect of any additional work done, or work deleted pursuant to the Engineer’s order. The Engineer shall, in **their** absolute discretion, determine whether all such work shall be valued using the *Schedule of Quantities and Unit Prices*.

If the Contract does not contain an item in the *Schedule of Quantities and Unit Prices*, applicable to the additional work, then reasonable prices shall be fixed by the Engineer. These prices shall be based on the sum of the following six (6) items:

- a) The necessary cost to the Contractor of the material required for the work, as provided by the Contractor and delivered by the Contractor to the Site. All invoices are to be supplied by the Contractor as directed by the Engineer.
- b) Basic wages or salaries paid for labour plus a mark-up of twenty-five percent (25%) (or more if submitted documents substantiate that additional payroll levies were paid by the Contractor), which shall be compensation for all payroll levies and burdens, small tools and other related items. No charge shall be made for personnel beyond the class of Foreman.
- c) Cost of consumable tools, other than tools customarily provided by tradesmen (small tools), necessary for and used in the execution of the Work.
- d) Fifteen percent (15%) of the sum of items (a), (b), and (c) which shall be considered as covering all other expenses and profit.
- e) Use of Construction Equipment other than small tools, at the rate set out in Regulation 82-113 under the *New Brunswick Crown Construction Contracts Act (Machine Rental Regulation)*. The rates set out in the *Machine Rental Regulation* shall apply to the Contractor’s Construction Equipment whether said equipment is owned or rented.
- f) All applicable taxes.

The Engineer may at the Engineer’s sole discretion approve payment of additional work based on a quotation which has been received in writing from the Contractor.

No compensation for additional work or material shall be allowed unless such work or material is ordered, in writing, by the Engineer.

When the additional work, which was not valued in the *Schedule of Quantities and Unit Prices*, is carried out by the Contractor’s approved subcontractor, the price for this work shall be based on the subcontractor’s approved invoice plus ten percent (10%) of the amount of this invoice, which additional ten percent (10%) shall be considered as covering all the Contractor’s expenses and profit.



## **6.17 CHANGES IN THE WORK (Cont'd)**

Whenever any extra work is in progress, the Contractor shall, each Working Day agree with the Engineer, in writing, in full detail as to the amount of the labour, equipment and materials used in carrying out each order for extra work on the preceding Working Day, and the City shall not pay for such extra work or materials unless such agreement has been made.

Equipment Downtime will be paid at fifty percent (50%) of the rate set out in the *Machine Rental Regulation*. This rate shall apply to all the Contractor's equipment whether the equipment is owned or rented.

## **6.18 MAINTENANCE PERIOD**

The maintenance period commences on the date on which the Certificate of Final Completion is issued and ends exactly twelve (12) months later.

## **6.19 RESPONSE TO DEFECT, FAULT OR DEFICIENCY IDENTIFIED PRIOR TO OR DURING MAINTENANCE PERIOD**

The Contractor is responsible for and shall, at the Contractor's own expense and upon the Engineer's request, execute to the Engineer's satisfaction all work, repair, alterations, reconstruction or replacement required to remedy any defect, fault or deficiency (collectively referred to as "Deficiency") which develop or are detected in the Work at any time between the date when the Work begins and the date when the Certificate of Final Acceptance is issued.

The Contractor shall remedy or caused to be remedied deficiencies of a non-emergency nature within five (5) Working Days after receiving the Engineer's written notice to remedy. The Contractor shall remedy or cause to be remedied those deficiencies which are deemed by the Engineer to be of an urgent nature immediately upon receipt of the Engineer's Notice to Remedy. In the event the Contractor does not remedy the deficiencies within the timeframes above noted, the City may cause the deficiencies to be remedied and recover the cost of doing so against the Contractor. The City may set off said costs against any monies owed to the Contractor under the Contract.

At the request of the Engineer, the Contractor shall search for the cause of any defect or fault and carry out remedial work directed by the Engineer, including reinstatement work. The cost associated with finding the reason for and the cost of remedying a defect or fault shall be borne by the Contractor if the Engineer determines that the Contractor is responsible for the defect or fault.

Those same costs shall be borne by the City if the Engineer determines that the City was responsible for the defect or fault.

## **6.20 COMPLETION**

### **6.20.01 Definition of Substantial Completion**

"SUBSTANTIAL COMPLETION" of the Work shall have been reached when;

- a) the Work is ready for use or is being used for the purpose intended and is so certified by the Engineer;
- b) the Work has passed any final tests required under the Contract;

- c) the Contractor has given a written undertaking to complete any outstanding work expeditiously;
- d) the Operations and Maintenance (O&M) manuals have been received and accepted by the Engineer and all necessary Commissioning has successfully been completed; and,
- e) 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.

#### **6.20.02 Deficiency Retention**

The amount deducted from the Contract Price for the purpose of ensuring the completion of a Deficiency in the Work shall be referred to as the “Deficiency Retention”.

If a Deficiency is identified in the Work, the City may retain as a Deficiency Retention sufficient funds to allow the proper completion of the Work by others, including the use of the City’s own forces or another contractor. The amount retained shall be no less than an amount equal to twice the Engineer’s estimate of the cost of remedying the Deficiency. The amount shall be retained until the Deficiency is remedied to the satisfaction of the Engineer.

#### **6.20.03 Certificate of Substantial Completion**

The Engineer shall issue a Certificate of Substantial Completion once the Engineer is satisfied that the Work has been substantially completed, and the Work has passed any final tests required under the Contract, and the Contractor has given a written undertaking to complete any outstanding portion of the Work expeditiously. The Engineer may, in **their** sole discretion, issue a Certificate of Substantial Completion with respect to portions of the Work.

In addition to the Certificate of Substantial Completion, the Engineer shall issue a Form 7 pursuant to the *Construction Remedies Act, Regulation 2021-81*.

The Contractor shall post and deliver the Form 7 within the time specified and as required by the *Construction Remedies Act*.

#### **6.20.04 Completion Retention and Holdback**

When the Work, in the opinion of the Engineer, is ready for use or is being used for the purposes intended, but the Contractor is unable to complete the Work within the agreed schedule, the Engineer may, in its sole discretion, allow the Contractor to revise the schedule to complete a portion of the Work expeditiously and within the revised schedule.

The value of the portion of incomplete Work may be deducted from the Contract Price in determining Substantial Completion but this does not relieve the Contractor from completing the Work. The amount deducted from the Contract Price for the purpose of the determination of Substantial Completion shall be referred to as the “Completion Retention”.

The Completion Retention shall be subject to a Holdback under the *Construction Remedies Act*.

#### **6.20.05 Certificate of Final Completion**

The Engineer shall issue a Certificate of Final Completion once the agreement of final measurement has been approved and accepted in writing by both the Engineer and the Contractor, and the Contractor has, in writing, released the City from any further claims with respect to the Contract.

A Certificate of Final Completion will not be issued if the Work has a known defect unless the value of the defect in the opinion of the Engineer is less than one percent (1%) of the Contract Price and can be remedied expeditiously by the Contractor.

#### **6.20.06 Certificate of Final Acceptance**

The Engineer shall issue a Certificate of Final Acceptance after the Maintenance Period has expired and the Engineer is satisfied that the Contractor has fulfilled all the requirements under the Contract.

### **6.21 PAYMENT CERTIFICATES**

#### **6.21.01 Interim Payments**

At the end of each calendar month, the Contractor shall submit to the Engineer, for verification of the measurement, a fully itemized statement showing the estimated value of the work executed up to the end of the month. The itemized statement shall be broken down into the same sections as the *Schedule of Quantities and Unit Prices*. A fully itemized statement of the values of the major items of materials on the Site which are intended for incorporation into the Work may be submitted at the end of each calendar month, accompanied with receipts for all items submitted. Payment for major items of materials on site but not yet incorporated into the Work shall be at the Engineer's sole discretion.

The statements shall be submitted on forms approved by the City and shall include:

- a. The amount of HST component included in the payment certificate;
- b. The Contractor's HST registration number; and
- c. The signature of an authorized representative of the Contractor.

With each statement, the Contractor shall provide a Statutory Declaration (in a form satisfactory to the City) to the effect that all expenses incurred by the

Contractor in carrying out the Contract as at a date not greater than forty-five (45) days prior to the date of the statement have been paid.

From each monthly statement, except the final statement, the Engineer will prepare and submit to the City an Interim Payment Certificate and will include

therein an amount which the Engineer considers firm and reasonable in respect of the value of the Work executed and of the major items of materials on Site.

The City shall retain money in the amount of ten percent (10%) as a Holdback in accordance with the New Brunswick *Construction Remedies Act*, and amendments thereto.

~~For work done in respect of or upon, through or under a highway, including any road, road allowance, street, lane, thoroughfare, bridge and pier, the City shall retain from each progress payment an amount of fifteen percent (15%).~~

A certificate issued under this clause is not to be considered as either an approval by the City of the Work or materials or as a waiver by the City of any rights it has arising under the Contract against the Contractor.

The Interim Payment Certificate will show the Engineer's gross valuation of the Work and materials and the deduction of the appropriate amount of the Holdback and of the previous payments to the Contractor.

No Interim Payment Certificate shall be held to bind the Engineer in valuation of the Work for the purposes of the Final Payment Certificate, and the Engineer, may by any Payment Certificate, make correction or modification to any previous Interim Payment Certificate which the Engineer may have issued.

The City reserves the right to refuse to process any Interim Payment Certificates, or the payment of a Final Payment Certificate, if, in the opinion of the Engineer, the progress of the Work or the conduct of the Contractor is not satisfactory or the Contractor has done or neglected to do something which may prevent the Contractor from completing the Work in accordance with the Contract.

The City may retain from the Contract Price the amounts required as a Completion Retention and a Deficiency Retention. The City may retain additional amounts, under the contract, for any known claims, unpaid amounts due to subcontractors, labourers or suppliers, defective workmanship, equipment, materials, penalties and liquidated damages.

#### **6.21.02 Holdback Release**

- a) Subject to paragraphs b) and c), the City shall, upon receipt of the following documents, release the *Construction Remedies Act* Holdback (10% of monies due to the Contractor) sixty-one (61) days after the Certificate of Substantial Completion has been issued:
  - (i) A Statutory Declaration (in a form satisfactory to the City) to the effect that;
    - 1) all expenses incurred by the Contractor in carrying out the Contract have been paid except for statutory holdbacks properly retained;

- 2) *The Construction Remedies Act, Regulation 2021-81, Form 7 was posted in the manner and within the time required by the Construction Remedies Act, and,*
  - 3) *The Contractor is not aware of any Claim for Lien made with respect to the public owner's holdback as contemplated by the Construction Remedies Act.*
- (ii) A certificate issued to the City of Saint John by a lawyer who is in good standing with the Law Society of New Brunswick wherein the lawyer certifies that no ~~Mechanics'~~ liens have been filed in the Registry Office with respect to the Work and/or the Site which remain outstanding sixty-one (61) days after the Certificate of Substantial Completion has been issued; and
- (iii) A Clearance Certificate from WorkSafeNB.
- b) *The City may retain such further amounts from the Contractor under the Construction Remedies Act as allowed pursuant to that Act.*
  - c) *The City may retain from the Contract Price the amounts required as a Completion Retention and a Deficiency Retention. The Completion Retention and a Deficiency Retention are subject to a further Construction Remedies Act Holdback in the amount of ten percent (10%) of monies due to the Contractor for a period sixty-one (61) days after the Certificate of Final Completion has been issued.*
  - d) Where the Contractor does not provide a Statutory Declaration or does not complete the Work as directed by or to the satisfaction of the Engineer, the City may withhold payment of the monies which would otherwise have become due, and during this time, the City shall not be required to pay interest.
  - e) The City may retain additional amounts, under the contract, for any known claims, unpaid amounts due to subcontractors, labourers or suppliers, defective workmanship, equipment, materials, penalties and liquidated damages.

#### **6.21.03 Final Payment**

The Final Payment Certificate will be issued after the Work has been completed to the satisfaction of the Engineer and as soon as the Contractor provides an up-to-date Clearance Certificate from WorkSafeNB and releases in writing the City from any and all further claims relating to the Contract.

#### **6.22 LIQUIDATED DAMAGES FOR LATE COMPLETION**

Time is of the essence.

In the event that the Contractor fails to complete the Work on the day fixed in the Contract for completion, or on the day to which the time for completion may be extended by the Engineer, the Contractor shall forfeit and pay to the City the sum of one thousand dollars (\$1,000) for each calendar day of delay, as liquidated damages and not as a penalty. The payment recognizes both the extra cost to the City of the continued observation of the Work by the Engineer, and/or the loss of revenue or additional cost incurred by the City by virtue of the delay. The City may deduct the



amount of such Liquidated Damages from any monies payable to the Contractor under the Contract.

### **6.23 BOOKS AND RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS**

The Contractor shall keep proper books and records showing names, trades and addresses of all workers in the Contractor's employ and wages paid to and the time worked by such workers. Also records, books and invoices showing all costs and expenditures related to the Work must be made available to the Engineer upon request.

All records of the Contractor, relevant to the evaluation of the Work, including payrolls, time books, books of account, invoices and statements, shall be maintained on the Site, or at some other place approved by the Engineer, and shall be open at all reasonable times for inspection by the Engineer. The Contractor shall in every way assist such inspection for the purpose of establishing and determining labour costs, the cost of additional work, and progress payments to be made.

The Contractor shall require that any subcontractors, doing part of the Work in this Contract, shall keep proper books and records and make such books and records available for inspection in the manner as is required of the Contractor.

### **6.24 CONTRACTOR TO PAY PROMPTLY**

The Contractor shall pay any and all accounts for labour, services, and materials used by the Contractor for the purpose of the fulfillment of this Contract as and when such accounts become due and payable and shall provide the Engineer with proof of payment of such accounts in such form and as often as the Engineer may request.

### **6.25 WAGES**

The Contractor shall pay fair wages in accordance with the New Brunswick *Employment Standards Act*, and amendments thereto, and shall pay rates of wages and allowances to various classes of labour not less favorable than those prevailing in the areas where the Work is being performed.

Vacation Pay, Provincial Social Service and Education taxes, where applicable, shall be the responsibility of the Contractor. The Contractor shall comply with all laws and regulations in any way affecting those engaged or employed upon or in the conduct of the Work. The Contractor shall indemnify and save harmless the City from and against all claims or demands arising out of or based on the violation of any such laws or regulations.

### **6.26 SUSPENSION OF WORK AND INCLEMENT WEATHER**

The Contractor shall obtain the written permission of the Engineer before making any interruption to the agreed Schedule of Work.

The Engineer may, by an order in writing, at any time stop or suspend any part of the Work, or direct any portion to be commenced or completed in priority to any other part or portion, or may cancel the order to proceed with the Work, or with any part thereof, and the Contractor shall not thereby be entitled to any additional payment, or to claim for loss of profit or anticipated profit, or for damages or for any other loss whatsoever caused by reason of such order. The Contractor shall, in the event that the Engineer has ordered or permitted work to be done during freezing weather, or has ordered work to be discontinued for the winter, forthwith place the Work in proper and satisfactory condition for the safety and accommodation of the public and for its effectual protection against damage from rain, snow, frost, ice or other causes upon receiving a notice from

the Engineer to do so, and shall so maintain it for as long as is necessary without any additional cost to the City.

The Contractor shall, when work is ordered or permitted by the Engineer to be done during freezing weather, provide the means needed for heating all the materials required in the Work. In a situation where any work may suffer damage as a result of frost or in a situation where the Engineer is of the opinion that work should not proceed because of weather conditions or lack of materials, the Contractor shall at its own expense put the Work into a condition that is satisfactory to the Engineer and maintain and protect it against damage by frost, unless otherwise directed in writing by the Engineer. Work that has been suspended due to freezing weather shall not be resumed without written direction from the Engineer.

### **6.27 DISMISSAL OF CONTRACTOR**

If the Contractor does not comply with the provisions of the Contract to the satisfaction of the Engineer, the City may enter on the Site and all equipment, temporary works and materials located thereon and intended to form part of the Work shall immediately become the property of the City. The City may discharge the Contractor from further execution of the Work and employ some other person or persons to complete and maintain the Work. In the event that the City discharges the Contractor, the City shall not, under any circumstances, be liable for the loss of or damages to any of the Construction Equipment, equipment, temporary works, or materials used by the Contractor in the performance of the Work.

The entire cost of the employment of such other person or persons as may be necessary to complete and maintain the Work shall be chargeable to and recoverable from the Contractor, and may be set off against monies owed to the Contractor under the Contract.

The employment of such other person or persons shall in no way relieve the Contractor of any of the Contractor's obligations under the Contract, nor limit the rights and remedies of the City under the Contract.

In the event of the dismissal of the Contractor in accordance with this section:

- a) The City shall not pay any monies due to the Contractor under the Contract until all costs and charges to the City for the completion and maintenance of the Work, including damages for delay (if any) in the completion of the Work, are paid to the City by the Contractor.
- b) The City may set off the cost incurred for completing and maintaining the Work against any monies owed to the Contractor under the Contract.
- c) If the costs incurred by the City exceed the amount to which the Contractor is entitled under the Contract, the difference shall be a debt due by the Contractor to the City.
- d) The Contractor may reclaim the Construction Equipment, and any surplus of the temporary works and materials located on the Site at the dismissal of the Contractor if, in the Engineer's opinion, they are no longer required for the purpose of the Work.

The removal of said equipment and materials from the Work Site shall be at the discretion of the City and at the expense of the Contractor.

## 6.28 **BANKRUPTCY AND INSOLVENCY**

Should the Contractor become bankrupt, or insolvent, or compound with creditors, or propose any composition or scheme to creditors for the settlement of the Contractor's debts, or shall commit any act of insolvency, the City may request the Bonding Company (see section 6.7, "Bonds") without previous notice and without process or suit at law, to take the Work or any part of the Work out of the hands of the Contractor, and either assign the same to any other person without being previously advertised or employ workers and provide materials, construction equipment, and other necessary things at the expense of the Contractor, or take such other steps as may be considered necessary, in order to secure the completion of the Work, in accordance with the Contract.

## 6.29 **STANDARD SPECIFICATIONS**

The properties of all materials and the design, performance and construction of all items for this Contract shall, where not otherwise specified, comply with the latest applicable Canadian Standards, and if no Canadian Standards exist with the latest applicable American or British Standards.

Recognized authorities for these Standard Specifications are listed below together with accepted abbreviations of their names:

**Table 6.1: Recognized Authorities**

RECOGNIZED AUTHORITIES	ABBREVIATIONS
American Association of State Highway and Transportation Officials	AASHTO
American Concrete Institute	ACI
American National Standards Institute	ANSI
American Standards Association	ASA
American Water Works Association	AWWA
American Society of Mechanical Engineers	ASME
American Society for Testing and Materials	ASTM
British Standards Specification	BSS
Canadian General Standards Board	CAN/CGSB
Canadian Standard Association	CAN/CSA
Corrugated Steel Pipe Institute	CSPI
Dominion Board of Insurance Underwriters	DBIU
Factory Mutual	FM
National Electrical Manufacturers Association	NEMA
National Sanitation Federation	NSF
New Brunswick Department of Transportation and Infrastructure	NBDTI
Underwriters Laboratories	UL

All electrical, plumbing, building, etc. materials, equipment, methods of installation and general Works shall comply with the requirements of the applicable codes, latest editions.

### **6.30 CONTRACT DOCUMENTS AVAILABLE ON SITE**

The Contractor shall, during the Contract, keep one (1) set of all Drawings and Specifications, etc. on the Work Site. Such Drawings and Specifications, etc. shall be available at all reasonable times for the inspection and use of the Engineer. The Contractor shall have a copy of the latest edition of the City of Saint John General Specifications available on site, at all times, during construction.

### **6.31 NOTICES**

Any notice, order or instructions issued by the City to the Contractor may be served electronically (email) to the Contractor or by delivering the document to the Contractor at its principal place of business or to the Contractor's Representative at the Work Site office, or by sending the document by prepaid mail or prepaid courier to the Contractor at its principal place of business or to the Contractor's Representative at the Work Site office.

Any notice to be given by the Contractor to the City under the Contract shall be served electronically (email) to the Engineer or by delivering it to the office of the Engineer or by sending it by prepaid mail or prepaid courier to the Engineer at the Engineer's office.

A document that is sent by prepaid mail or prepaid courier shall be deemed to have been served on the third day following the date that the document was sent.

### **6.32 NOTICE OF LIEN**

If the Contractor files a lien pursuant to the *Construction Remedies Act*, the Contractor is required to properly serve the Clerk of the City. In addition, the Contractor is required to simultaneously provide notice to the Engineer and the office of the General Counsel by electronic means with a request to acknowledge receipt. In the event the office of the General Counsel or the Engineer does not acknowledge receipt, notice shall be provided by personal service at the office of the General Counsel and the office of the Engineer.

### **6.33 WAIVER**

No action or want of action on the part of the City or Engineer to exercise any right or remedy conferred upon them under the Contract shall be deemed to be a waiver of such right or remedy.

### **6.34 DISPUTES - ARBITRATION**

#### **6.34.01 Engineer to Decide Contract Related Issues**

If at any time before the Work has been completed and the Engineer has issued their Certificate of Final Completion, any question arises as to whether anything has been done as required by the Contract or as to what the Contractor is required by the Contract to do, and in particular, and without limiting the generality of the foregoing, as to

- a) the meaning of anything in the plans and specifications,
- b) the meaning to be given to the plans and specifications in case of any error therein, and omission therefrom, or an obscurity or discrepancy in the wording or intention thereof,

- c) whether the quality or quantity of any material or workmanship meets the requirements of the Contract,
- d) whether the plan, material or workmen provided by the Contractor for executing the Work and carrying out the Contract are adequate to ensure that the Work will be executed in accordance with the Contract and that the Contract will be carried out in accordance with its terms,
- e) what quantity of any kind of Work has been completed by the Contractor, or
- f) the timing and scheduling of the various phases of the execution of the Work, the question shall be decided by the Engineer whose decision is final and binding.

#### **6.34.02 Notice of Claim for Additional Time or Money**

The Contractor shall, where **the Contractor** intends to submit a claim for additional time or money arising out of the construction of the Work, give written notice of **an** intention to claim

- a) In the case of changes or alterations of the Work ordered by the Engineer, within ten (10) Working Days of receipt of the Notice of Change, and
- b) In the case of a dispute arising out of the interpretation of the Contract, within twenty (20) Working Days of the first occurrence of the circumstances giving rise to the dispute.

#### **6.34.03 Barred Claims**

The Contractor may submit a claim for additional time or money only on those matters covered by the Notice of Intention to Claim given under section **6.34.02** and such claim if not submitted within twenty (20) Working Days of the occurrence of the portion of the Work out of which the claim arises shall be barred.

#### **6.34.04 Engineer's Decision**

The Engineer shall within twenty (20) Working Days of receipt of a Notice of Claim under this section render **their** decision in writing to the Contractor.

#### **6.34.05 Contractor's Obligations Following the Engineer's Decision**

The Contractor shall construct the Work in accordance with the decisions and directions of the Engineer given under this section and in accordance with any consequential decisions and directions given by the Engineer.

#### **6.34.06 Arbitration**

- a) After the procedure outlined at sections **6.34.01** to **6.34.05** has been completed and the Contractor received the Engineer's decision pursuant to section **6.34.04**, either party to the Contract may, upon written notice to the other, refer the dispute for determination to a Board of Arbitration (the "Tribunal") consisting of three persons, one chosen by and on behalf of the City, one chosen by and on behalf of the Contractor and the third chosen by these two.



### **6.34.06 Arbitration (Cont'd)**

- b) In case of failure of the two arbitrators appointed by the Parties hereto to agree upon a third arbitrator, such third arbitrator shall be appointed by a Judge of the Court of Queen's Bench of New Brunswick.
- c) No one shall be appointed or act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work or in the business or other affairs of either Party.
- d) Notwithstanding the provisions of the New Brunswick *Arbitration Act*, and amendments thereto, the Tribunal, upon such terms as are deemed by it to be appropriate, may allow a Party to amend or supplement its claim, defence or reply at any time prior to the date at which the Parties have been notified of the arbitration hearing date, unless the Tribunal considers the delay in amending or supplementing such statements to be prejudicial to a Party. The Tribunal will not permit a Party to amend or supplement its claim, defence or reply once the arbitration hearing has been scheduled.
- e) The Tribunal may encourage settlement of the Dispute and, with the written agreement of the Parties, may order that mediation, conciliation or other procedures be used by the Parties at any time during the arbitration proceedings to encourage settlement.
- f) If, during the arbitration proceedings, the Parties settle the Dispute, the Tribunal shall, upon receiving confirmation of the settlement or determining that there is settlement, terminate the proceedings and, if requested by the Parties, record the settlement in the form of an arbitration award on agreed terms.
- g) Subject to paragraph (h), any determination made by the Tribunal shall be final and binding upon the Parties and the cost of such determination shall be apportioned as the Tribunal may decide.
- h) Either Party may appeal an arbitration decision to The Court of Queen's Bench of New Brunswick: (i) on a question of law; or (ii) on a question of fact; or (iii) on a question of mixed fact and law.
- i) The place of arbitration shall be the City of Saint John and Province of New Brunswick and the provisions of the *Arbitration Act*, New Brunswick, shall apply to the arbitration.

### **6.35 CONSTRUCTION REMEDIES ACT LIENS**

The Contractor will pay promptly all indebtedness for labour, services, materials, tools and equipment used in the supply and performance of Work and Contractor will observe and comply with, and cause all Subcontractors to observe and comply with, all statutory holdback, trust and deemed trust obligations pursuant to applicable Laws. Before the Contractor is entitled to receive any payment, it will (if required, or if requested by the City) furnish evidence satisfactory to the City including, without limitation, Statutory Declarations of full payment of such indebtedness.

Contractor will not permit any lien, charge or encumbrance to attach to the Work, City property, or the Holdback. If any lien, charge or encumbrance do attach, the Contractor will immediately discharge, bond or otherwise secure against, and cause all Subcontractors and suppliers to

immediately discharge, bond or otherwise secure against, any liens, charges or encumbrances which may arise in connection with the Work. All payments by the City to Contractor hereunder will be in accordance with, and subject to, all applicable Laws, including any applicable holdback requirements under *Construction Remedies Act*, sales tax or other laws.

If any lien, charge or encumbrance do attach, the City may, without notice, discharge such lien, charge or encumbrance by securing the discharge, bond or otherwise by application to Court. The City may withhold payment from the Contractor to the extent of such lien, charge or encumbrance exist and the City shall be entitled to deduct the costs of such application including legal fees on a solicitor and client basis.

### **6.36** **EQUIVALENTS**

Where any particular brand of manufactured articles is specified, it is to be regarded as a standard, but another brand equally as good may be accepted, at the discretion of the Engineer. No change in the Specification will be made prior to the acceptance of the Tenders. A written ruling on equivalents prior to tender opening may be obtained from the Engineer upon request from a tenderer. All requests for equivalents must be submitted in writing to the Engineer at least five (5) Working Days prior to the Tender Closing. Such requests will be accompanied by complete descriptive and technical information so that a proper evaluation can be made. The evaluation shall be made only with the information received. Only Tenderers can request a ruling on equivalents.

When a request for approval of an equivalent product is made, the Engineer may grant approval and will issue a notification to this effect to Tenderers. If an item is approved as an equivalent, Tenderers may use that item in place of the specified item. In submission of bids incorporating approved equivalents to products specified, Tenderers shall include in their bid price any changes required in the Work to accommodate such approvals. Tenderers shall not have any claim against the City for an addition to the Contract price because of changes in work necessitated by use of approved equivalents.

If the Contractor wishes to substitute an equivalent after the Contract has been awarded, the Contractor shall, seek in writing, the Engineer's permission, stating differences in cost in each case. The Contractor will be held to the terms of the Contract unless **they have** received the Engineer's permission in writing to substitute an equivalent. No change or substitution can be made without the written consent of the Engineer.

Proposals for substitution will only be considered by the Engineer if:

- a) Products selected by Tenderer from those specified, are not available; or
- b) Delivery date of products selected from those specified would unduly delay completion of Contract; or
- c) Alternative products to those specified, which are brought to the attention of and considered by the Engineer as equivalent to those specified, will result in a credit to the Contract in an amount acceptable to the City, or the quality of the product is deemed by the Engineer to be superior to those specified.

Where the Contractor proposes to use an item of equipment or product other than that specified or detailed on the Drawings, and which requires any redesign of the structure, partitions, foundations, piping, wiring or any other part of the mechanical, electrical or civil layout, all such redesign, and

all new drawings and detailing required therefor, shall be prepared by the Contractor at the Contractor's own expense for approval by the Engineer. If a product is accepted as an equivalent, the Contractor shall be responsible for all related costs associated with any required modifications.

### **6.37 VERBAL ARRANGEMENTS**

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The Contractor shall produce written authority from the City in support of the Contractor's contentions, and shall advance no claim in the absence of such written authority, or use, attempt to use, any conversation with any parties against the City, or in prosecuting any claim against the City.

This Contract contains and constitutes the entire agreement between the parties with respect to the Work; and supersedes all prior proposals, negotiations, commitments, representations, undertakings or agreements of any kind with reference thereto. Contractor acknowledges and agrees that neither has made any representations, promises or warranties to induce the execution of this Contract except as expressly set forth in this Contract or the Tender Documents.

### **6.38 OTHERS' RIGHTS**

The Contractor shall allow reasonable access to other Contractors and their employees who are carrying out work, and to person(s) owning or operating any railway, tramway, wires, pipes or conduits, or works, or property on, along or near where the Work is being carried out. The Contractor shall notify all such owners and operators before interfering with any of their property rights, or privileges, and must work in harmony with them. The Contractor shall notify the Engineer in writing as to any difficulty which **they have** encountered with such persons and has not been able to overcome. The Engineer shall attempt to resolve any such problem and the Contractor shall abide by the Engineer's decision and direction.

The Contractor shall handle with care any property which the Engineer requires the Contractor to move. The Contractor shall neatly pile and preserve such property in such a manner as to prevent injury or loss to any persons and shall return the property to its appropriate place at the appropriate time. All such work must be done by the Contractor to the satisfaction of the Engineer and without extra charge to the City.

The Engineer has the right at all times to grant permission for an opening to be made or left by the Contractor in the ground or roadway, as the said Engineer may deem advisable, for the purpose of examining, repairing or laying any water, sewer, gas or other pipe, drain, tract or other underground or surface construction or to cause any such work as the Engineer may deem necessary or advisable to be done. Such permission, or the exercise of such rights, either by the Engineer or by the other person(s) or corporation having the requisite authority (either statutory or otherwise) shall not relieve the Contractor from any liability, nor shall the opening up of any portion of the Work for these or any other purposes, or by any other parties, relieve the Contractor of such liability.

### **6.39 CLAIMS OF CONTRACTORS**

It is intended that every allowance to which the Contractor is fairly entitled will be included in the Engineer's monthly certificate but, should the Contractor at any time have additional claims of any kind which are not included in the said monthly certificate, such additional claims shall be made in writing to the Engineer within seven (7) Working Days of the discovery of said additional claim for work performed that month. Failure to present such additional claims in writing to the Engineer within the specified time will invalidate said additional claim, and cause the Contractor to lose its

right to recover same. The Contractor, in presenting claims of the kind referred to above, must accompany them with satisfactory evidence of their accuracy and the reasons why the Contractor thinks they should be allowed.

#### **6.40 ELECTED MEMBERS**

No member of the Legislative Assembly of the Province of New Brunswick shall be entitled to any share or part of the Contract or to any benefit arising therefrom.

No member of the House of Commons of Canada and the Senate of Canada shall be entitled to any share or part of the Contract or to any benefit arising there from if Government of Canada funds are involved, whether directly or indirectly, in the payment for or financing of such Contract.

#### **6.41 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK**

The Engineer may order or the Contractor may request, Work to proceed in whole or in part at night, on Saturdays, Sunday or holidays if it is deemed necessary or expedient in order to preserve and maintain traffic over or on any street or road or to complete any work that are of an urgent nature. Such night or overtime work shall be performed by the Contractor at no additional cost to the City.

The Contractor shall, as far as possible, refrain from performing the Work on statutory holidays in the Province of New Brunswick. If work must be carried out on such a holiday the Contractor must notify the Engineer in writing at least four (4) Working Days in advance of such holiday stating those places where work will be conducted and what Engineering assistance may be required.

If the Contractor fails to give such notice in advance of any holiday, no Work requiring the presence of the Engineer is to be done by the Contractor on such a holiday.

#### **6.42 RIGHT OF SET OFF**

Without restricting any right of set off given or implied by law, the City may set off against any amounts payable to the Contractor under the Contract, any payment due to the City by the Contractor under this Contract or the Engineer's estimate of the dollar value of deficiencies which **the Engineer** identified under this Contract. Without restricting the generality of the foregoing, the City may, when making payment pursuant to section 6.21 - "Payment Certificates", deduct from the amount payable by virtue of the right of set off from the Contractor.