

Part 1 - General

1.01 Description

- .1 This Section specifies requirements for maintenance and repairs on new work during construction, maintenance and warranty periods.

1.02 Related Specifications

- .1 OPS General Conditions of Contract
- .2 Subdivision Agreement, where applicable

1.03 General

- .1 For all subdivision work, the developer shall be responsible for all maintenance and rectification of deficiencies during progress of the work and during the maintenance period as specified in the subdivision agreement.
- .2 For all other infrastructure work, the Contractor shall be responsible for all maintenance during the progress of the work up to the date of completion as issued by the Contract Administrator. The Contractor shall also be responsible for rectification of deficiencies during the warranty period.

Part 2 - Products- Not applicable

Part 3 - Execution

3.01 Maintenance During Construction

- .1 Maintain all surfaces in good condition.
- .2 Keep temporary road surfaces over backfilled excavations free from potholes.
- .3 Mud Control
 - .1 Be responsible for all dirt and mud that is tracked onto the roadways from vehicles entering or leaving the job site. Upon request from the Contract Administrator, immediately proceed with clean-up operations at Contractor's expense. If, after written instruction, or if, in the opinion of the Contract Administrator, the Contractor has not, or cannot, sufficiently

remove mud from the road, the Contract Administrator may arrange the necessary clean-up with all costs being charged to the Contractor.

- .2 Comply with all Local Municipalities by-laws regarding mud control.
- .3 Public roadways shall be kept clean and free of mud unless closed to through traffic with the permission of the Contract Administrator.

3.02 Repairs During Warranty Period

- .1 Immediately perform all repairs required upon receipt of verbal or written notices from Contract Administrator.
- .2 Immediately repair or make good settlements and defects on surfaces of backfilled trench or excavations.
- .3 Repair all damages to structures caused by settlement of ground adjacent to or over excavation.
- .4 All deficient work shall be rectified within two (2) weeks of receipt of the written deficiency report from the Contract Administrator. If the Contractor fails to repair all noted deficiencies to the Contract Administrator's satisfaction within this time, the Region shall have the right to have any and all outstanding repairs completed at the Contractor's expense. On Region of Durham-tendered work, the Region may invoke GC 4.06 of the General Conditions in this event.

3.03 Maintenance By Owner

- .1 The Region of Durham shall, without giving notice to Contractor, repair deficiencies or defects which are dangerous in nature and constitute an extreme emergency. Contractor is to be notified of less serious conditions prior to work being performed.
- .2 Contract Administrator shall notify Contractor of emergency work performed by Owner.
- .3 Cost of labour, equipment and material to perform emergency work to be charged to Contractor.

END OF SECTION