

Infrastructure & Operations

REQUEST FOR CONSTRUCTION

Lantz Wastewater Infrastructure Replacement - RFC50584

Release date: May 18, 2023

Tenders will be received up to
2:00:00 pm local time on Friday, June 16, 2023

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: (902) 883-6232
Email: mhatfield@easthants.ca



EAST HANTS
We live it!

PREFACE

THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH THE **STANDARD SPECIFICATION FOR MUNICIPAL SERVICES** AS PUBLISHED BY THE NOVA SCOTIA ROAD BUILDERS' ASSOCIATION - CONSULTING ENGINEERS OF NOVA SCOTIA **JOINT COMMITTEE ON CONTRACT DOCUMENTS**. COPIES OF THE STANDARD SPECIFICATION ARE AVAILABLE FROM THE JOINT COMMITTEE ON CONTRACT DOCUMENTS, 18 LAURIER STREET, DARTMOUTH, NOVA SCOTIA B3A 2G7; TELEPHONE: (902) 233-9362 OR e-mail at nsmunicipalservices@gmail.com

- Project -

LANTZ WASTEWATER INFRASTRUCTURE REPLACEMENT

- Owner -

MUNICIPALITY OF EAST HANTS
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

- Engineer –

DESIGNPOINT ENGINEERING & SURVEYING LIMITED
90 Western Parkway
Suite 500
Bedford, NS B4B 2J3

1.1 Tender Submission

- .1 Tenders will be received up to 2:00:00 p.m. local Nova Scotia time on June 16, 2023 by **electronic submission only**, in accordance with the [Electronic Submission Protocol](#) on the East Hants website.
- .2 East Hants will be sole authority on whether a bid is received on time.

1.2 Safety Certification

- .1 Submit with tender a copy of tenderer's current and valid safety accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.
- .2 Out-of-province tenderers with a current and valid COR from a Canadian Federation of Construction Safety Associations member shall obtain and submit, with tender, a current and valid letter of Good Standing from Construction Safety Nova Scotia.

1.3 Workers' Compensation

- .1 Submit with tender a copy of tenderer's current and valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
- .2 Out-of-province tenderers shall submit, with tender, a current and valid clearance letter from a government workers' compensation board but must register with the Nova Scotia Workers' Compensation Board prior to being awarded the Contract.

1.4 Tender Opening

- .1 The East Hants' Procurement Officer will open all submissions. There will be no public opening. The intent is to post the results on the Nova Scotia procurement

website.

1.5 Accuracy of Referencing

- .1 Indexing and cross-referencing are for convenience only.

1.6 Conditions of Tendering

- .1 Take full cognizance of content of all Contract Documents in preparation of tender. Refer to Section 00 41 43 - Tender Form, Subsection 1.3.8 for a complete list of Contract Documents.

1.7 Tenderers to Investigate

- .1 Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

1.8 Clarification and Addenda

- .1 Notify Owner by 2:00:00 p.m. local Nova Scotia time, on June 13, 2023, of omissions, errors or ambiguities found in Contract Documents. If Owner considers that correction, explanation or interpretation is necessary, a written addendum will be issued. All addenda will form part of Contract Documents.
- .2 The Owner reserves the right to amend the Contract Documents at any time and for any reason prior to tender closing by way of written addenda.
- .3 Confirm in the tender form that all addenda have been received. Tenderers are solely responsible to obtain and acknowledge the receipt of addenda at time of tender closing.

1.9 Preparation of Tender

- .1 Legibly complete tender form provided with Project Documents. Tender all items and fill in all blanks. Have corrections initialed by person signing tender.

1.10 Taxes

- .1 Include all taxes in prices except Harmonized Sales Tax (HST).

1.11 Tender Security

- .1 Provide tender security in the minimum amount of ten percent (10%) of total price including HST. The security must be submitted with the tender and must be in the form of a digital e-bond produced by a reputable e-bond provider. East Hants reserves the right to verify bonds.

1.12 Contract Security

- .1 Refer to Section 00 72 45 - General Conditions, subsection GC 11.2 – CONTRACT SECURITY for form of contract security. Refer to Project Documents for amount of contract security. East Hants will only accept digital bonds produced by a reputable e-bond provider and sent via email, in lieu of a paper bond. East Hants reserves the right to verify bonds.

1.13 Insurance

- .1 Refer to Section 00 72 45 - General Conditions, subsection GC 11.1 – INSURANCE, and CCDC 41 for insurance requirements.

1.14 Form of Agreement

- .1 Form of Agreement is attached for information purposes only until the execution of the Contract.

1.15 [Not used]

1.16 Amendment or Withdrawal of Tender

- .1 New or replacement tenders must be submitted before the Tender Submission deadline.
- .2 Once a tender has been submitted, it cannot be modified. The tenderer must submit a replacement tender and then (or concurrently) contact the Procurement Officer to withdraw the tender which is no longer valid.
- .3 Tenders can only be withdrawn by contacting the Procurement Officer. In order to verify that the person contacting East Hants is authorized to withdraw the tender, the tenderer must provide the unique identifying number they received when the tender was uploaded.
- .4 The request to withdraw a tender should occur prior to the Tender Submission deadline to avoid any Contract A obligations which may arise.

1.17 Offer, Acceptance, Rejection

- .1 All Tenders become the property of the Owner once submitted.
- .2 Late Tenders will be rejected.
- .3 Any Tender that does not include all of the information required in this Tender will be considered incomplete and may be rejected. The Owner will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if the Owner believes they have sufficient information to evaluate, it may proceed to do so.

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- .4 The Owner may cancel the Tender process at any time, for any reason, in its sole discretion. In the event that the Tender process is cancelled, the Owner will not be obligated to pay any costs, damages, or claims of any type to any Tenderer or potential Contractor or Tenderer.
 - .5 Tenderers undertake any expenditure related to the submission of a Tender at their own risk and the Tenderer is solely responsible for all costs associated with preparing and submitting this Tender.
 - .6 This Request for Tenders neither expresses nor implies any obligation on the part of the Owner to enter into a contract with any party submitting a response or responses.
 - .7 The Owner reserves the right to waive formality, informality or technicality in any Tender. This includes the right to accept a Tender that is not strictly compliant with these instructions.
 - .8 The Owner reserves the right to amend this Tender document at any time before the Tender's Closing Date and will issue an addendum in the event of a change.
 - .9 The owner reserves the right to negotiate, after the Tender Closing Date, with any Tenderer for services and to finalize service arrangements in the best interests of the Owner.
 - .10 In applying this privilege clause, the Owner shall not be bound by trade or custom in dealing with and/or evaluating the Tenders.
 - .11 The Owner reserves the right to interpret any and all aspects of this Tender as may be most favourable to the Owner.
 - .12 It is the responsibility of the Tenderer to be sure they understand the requirements prior to submitting a Tender and before the deadline for questions has passed. Should a Tenderer find any discrepancies, errors, or omissions in the Tender documents, or if a Tenderer is unsure as to the meaning of anything in this Tender, they are to advise the Owner in writing; the Owner may, in its sole discretion, respond to such written inquiry, to all Tenderers, in an addendum.
 - .13 The Owner may, in its sole discretion, accept or reject any tender which relies on alternatives or counter proposals which were not approved, in a written addendum, prior to the tender closing.
 - .14 In providing a Tender, the Tenderer warrants that their Tender is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Tender is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Owner. Tenderers must also advise the Owner, in writing, of any potential conflict of interest that may affect, or appear to affect, the Tender process, including the influence of award.
 - .15 Vendors or suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this Tender and any Tender which features a subcontractor who is disqualified from bidding may also be rejected.

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- .16 Tenderers are advised that no commitment to purchase Goods or Services shall exist until the successful Tenderer is advised by the owner, in writing, of an award.
- .17 In the event that all compliant tenders exceed the estimated price budgeted to complete the Work, the Owner may, in their sole discretion, utilize one or more methods specified in the *Construction Contract Guidelines*, Nova Scotia, 2017, Section 6.7 "*Effect of Bids Higher than the Estimated Contract Value*", in determining how to proceed.
- .18 The Owner may, in its sole discretion, accept or reject any tender which relies on alternatives or counter proposals which were not approved, in a written addendum, prior to the tender closing. The Owner may consider alternatives or equivalents for approval after award of the Contract. Only alternatives or equivalents that provide a benefit to the Owner, such as, but not limited to, reduced cost or improved schedule, will be considered.
- .19 Where there is a conflict between the unit prices and the extended price in a tender, the Owner will rely on the unit price in evaluating the tender.
- .20 The Owner may accept any Tender or any portion of any Tender that may be considered to be in the best interests of the Owner. The Owner reserves the right to reject any Tenders that, in its sole discretion, are not in the Owner's best interests.
- .21 The Owner does not bind itself to accept any Tender, but may accept any Tender, in whole or in part, or discuss with any Tenderer different or additional terms to those described in the Tender documents or in such Tenderer's Tender. The owner may:
- reject any or all of the Tenders;
 - accept any Tender;
 - if only one Tender is received, choose to accept or reject it;
 - chose not to accept the lowest tender price; or
 - alter the schedule, process, or any other aspect of the Tender, as it may determine in its sole and absolute discretion.
- .22 One or more of the following trade agreements may apply to this solicitation:
- Canada Free Trade Agreement (CFTA)
- .23 Tenderers are advised that the Owner may make public the names and the values of the tenders submitted by any or all Tenderers and intends to publish the name of the successful Tenderer and the total value of any contract entered into with the successful Tenderer.
- .24 In submitting a Tender, the Tenderer has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for compensation of any kind whatsoever as a result of participating in this Tender and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

- .25 Submitting a Tender shall be deemed proof that the Tenderer was aware of and understood the requirements, the terms and conditions, and all other provisions of the Tender. The Owner will not be liable for any claims made by a Tenderer that they were uninformed or unaware of the requirements, terms or conditions of this Tender.

1.18 Geotechnical Report

- .1 A geotechnical report titled, 'Geotechnical Investigation – Proposed Wastewater Upgrade Green Road Ext. to 1369 Hwy. 2, Lantz, NS' by BME Engineering Ltd. Is attached for information. The Owner does not represent or warranty the information in this report.

1.19 Approvals

- .1 The Work requires the approval of the Nova Scotia Department of Public Works, Nova Scotia Department of Environment and Climate Change, and Canadian National Railways (CN). Such approvals have not been received as of the date of publication of this tender. Award of the Contract is subject to receiving approval from these regulatory agencies.
- .2 Award of the Contract is subject to the approval of Municipal Council and/or the Chief Administrative Officer.

END OF SECTION

1.1 SALUTATION

- .1 To: Municipality of East Hants
Attention: Michael Hatfield
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5
- .2 For: RFC50584 – LANTZ WASTEWATER INFRASTRUCTURE REPLACEMENT
- .3 From: _____

1.2 TENDERER DECLARES

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the tenderer was familiar with local conditions.
- .4 That the Contract Documents and Addenda No. ____ to ____ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this tender.

1.3 TENDERER AGREES

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 1.4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated Contract Price shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 1.4 hereunder excluding Harmonized Sales Tax (HST).
- .3 That this tender is valid for acceptance for thirty (30) days from tender closing.
- .4 That measurement and payment for items listed in Subsection 1.4 hereunder shall be in accordance with corresponding items in Section 01 22 00 Measurement and Payment and the Project Document supplement thereto.
- .5 To execute the agreement and forward same together with the specified contract security and insurance documents to the Owner within ten (10) Working Days of written notice of award.
- .6 The following will constitute grounds for forfeiture of tender security:
- Failure to provide post-tender submission documents.
 - Failure to enter into a formal contract and give specified insurance documents and contract security within time required.
- .7 [Not used]

- .8 That the Contract Documents include:
 - .1 *STANDARD SPECIFICATION FOR MUNICIPAL SERVICES* as listed in Table of Contents, dated January 2023.
 - .2 Tender Form
 - .3 Form of Agreement
 - .4 Supplementary Specifications:
 - .1 Supplementary General Conditions, Section 00 73 00
 - .2 Supplementary General Requirements, Section 01 10 00
 - .3 Supplementary Measurement and Payment, Section 01 22 00
 - .4 Supplementary Specifications, Section 00 60 00
 - .5 Drawings:
 - PDF titled, 'Lantz Wastewater Infrastructure Replacement (Issued for Tender)'
 - .6 All addenda as issued and confirmed in Subsection 1 of this Section.

1.4 SCHEDULE OF QUANTITIES AND UNIT PRICES

EARTHWORK					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
9	Exploratory Excavation	LS	1	\$	\$
10	Geotechnical Inspection	LS	1	\$	\$
SUBTOTAL EARTHWORK					\$

WATER SYSTEM					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
11	Pipe				
.1	150mm dia. PVC DR18	m	20	\$	\$
.2	200mm dia. PVC DR18	m	105	\$	\$
14	Direct Buried Valves				
.1	150mm dia. Gate Valve	each	1	\$	\$
.2	200mm dia. Gate Valve	each	2	\$	\$
15	Services				
.1	Lateral Reconnection	each	9	\$	\$
.2	25mm dia. PEXa Service Lateral	m	135	\$	\$
16	Connections to Existing Main				
.1	Connection to Existing Main – Mader Street (1+170)	LS	1	\$	\$
.2	Connection to Existing Main – Highway 2 (1+175)	LS	1		
.3	Connection to Existing Main – Highway 2 (1+277)	LS	1		
18	Temporary Water	LS	1	\$	\$
SUBTOTAL WATER SYSTEM					\$

SANITARY SYSTEM					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
21	Gravity Pipe				
.1	450mm dia. PVC DR35	m	672	\$	\$
.2	525mm dia. PVC DR35	m	600	\$	\$
23	Manholes				
.1	1050mm dia. Precast Concrete Manhole	each	14	\$	\$
.2	1200mm dia. Precast Concrete Manhole	each	1	\$	\$
.3	1200mm dia. Precast Concrete Drop Manhole	each	4	\$	\$
24	Services				
.1	Lateral Reconnection	each	54	\$	\$
.2	100mm dia. PVC DR28	m	624	\$	\$
.2	200mm dia. PVC DR35	m	12	\$	\$
.3	250mm dia. PVC DR35	m	7	\$	\$
25	Connections to Existing Main				
.1	Connection to Existing Pumping Station (0+000)	each	1	\$	\$
.2	Connection to Existing Main (0+009)	LS	1	\$	\$
.3	Connection to Existing Main (0+297)	LS	1	\$	\$
.4	Connection to Existing Main (0+552)	LS	1	\$	\$
.5	Connection to Existing Main (1+183)	LS	1	\$	\$
.6	Connection to Existing Main (1+276)	LS	1	\$	\$
28	Trenchless Pipe Installation				
.1	Trenchless Installation – Culvert (0+560)	LS	1	\$	\$
.2	Trenchless Installation – CN Rail (0+880)	LS	1	\$	\$
29	Pumping Station Upgrades	LS	1	\$	\$
SUBTOTAL SANITARY SYSTEM					\$

STREET CONSTRUCTION					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
53	Surge (Provisional)	m ³	600	\$	\$
SUBTOTAL STREET CONSTRUCTION					\$

SUMMARY

SUBTOTAL EARTHWORK \$ _____

SUBTOTAL WATER SYSTEM \$ _____

SUBTOTAL SANITARY SYSTEM \$ _____

SUBTOTAL STREET CONSTRUCTION \$ _____

ESTIMATED CONTRACT PRICE (EXCLUDING HST) \$ _____ (A)

ADD HARMONIZED SALES TAX (15% of Estimated Contract Price) \$ _____ (B)

TOTAL PRICE (A + B) \$ _____

TENDERER'S HST REGISTRATION NO. _____

1.5 COMPLETION TIME

- .1 Upon receipt of written notification of award, which shall be issued no later than June 30, 2023, Tenderer agrees to commence work by _____ and shall complete the work within _____ weeks.

1.6 SIGNATURES

DATED THIS _____ DAY OF _____, 2023.

Name of Firm Tendering

Witness

Signature of Signing Officer

Name and Title (printed)

Witness

Signature of Signing Officer

Name and Title (printed)

Company Address

Contact Person

Telephone

Email

N.B. Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

END OF SECTION

This Agreement made on the _____ day of _____ in the year of 2023.

BY AND BETWEEN

MUNICIPALITY OF THE DISTRICT OF EAST HANTS

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 – THE WORK

.1 The Contractor shall:

- .1 Perform the Work required by the Contract Documents for
LANTZ WASTEWATER INFRASTRUCTURE REPLACEMENT
for which the Agreement has been signed by the parties and for which
DESIGNPOINT ENGINEERING & SURVEYING LIMITED
is acting and is hereinafter called the "Engineer"
- .2 do and fulfill everything indicated by this Agreement, and
- .3 complete the various components of the Work and the total Work within the times
specified in subsection 1.5 of Section 00 41 43 TENDER FORM.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

- .1 This Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work, including the bidding documents that are not expressly listed in Article A3 of the Agreement.

ARTICLE A3 – CONTRACT DOCUMENTS

- .1 The following is an exact list of the Contract Documents referred to in Article A1.1 of this Agreement and as defined in Subsection 6 of Section 00 71 00 DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.
 - .1 *STANDARD SPECIFICATION FOR MUNICIPAL SERVICES* as listed in Table of Contents, dated January 2023.

- .2 Tender Form
- .3 Form of Agreement
- .4 Supplementary Specifications:
 - .1 Supplementary General Conditions, Section 00 73 00
 - .2 Supplementary General Requirements, Section 01 10 00
 - .3 Supplementary Measurement and Payment, Section 01 22 00
 - .4 Supplementary Specifications, Section 00 60 00
- .5 Drawings:

PDF titled, 'Lantz Wastewater Infrastructure Replacement (Issued for Tender)'
- .6 All addenda as issued and confirmed in Subsection 1 of Section 00 41 43
TENDER FORM.
- .7 Correspondence as follows:

ARTICLE A4 – CONTRACT PRICE

- .1 The estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the tender form excluding the amount of Harmonized Sales Tax (HST).
- .2 The estimated Contract Price is \$_____.
- .3 All amounts shall be in Canadian funds.
- .4 The amounts shall be subject to adjustment as provided in the Contract Documents.

ARTICLE A5 – PAYMENT

- .1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.
- .2 The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Engineer, subject to a 10% holdback.
- .3 The amount of the monthly payments shall be calculated as follows:
 - .1 The quantity for each pay item on which actual work has been performed shall be measured.
 - .2 For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.

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- .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
- .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from 3.2 and 3.3 of this Article.
- .5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under 3.4 of this Article.
- .6 To the amount calculated above, the Harmonized Tax shall be added.
- .4 The last day of the payment period shall be the last day of the month or as mutually agreed upon.
- .5 Upon Substantial Performance of the Work, as certified by the Engineer, the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of Section 00 72 45, General Conditions, subsection GC 5.8 – PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.
- .6 Upon the issuance of the final certificate for payment, as certified by the Engineer, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45 - General Conditions, subsection GC 5.10 – FINAL PAYMENT.
- .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC 11.1 – INSURANCE.
- .8 If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:
- .1 The annual interest rate applicable to the Contract is 0%.
- .2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- .1 Notices in writing will be addressed to the recipient at the address set out below.
 - .1 The Owner at Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5
 - .2 The Contractor at
 - .3 The Engineer at 90 Western Parkway,
Suite 500
Bedford, NS B4B 2J3
- .2 The delivery of a notice in writing will be by electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. Electronic communications are to be sent to **lblanchard@easthants.ca**.
- .3 A notice in writing sent by electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day following the transmission thereof.
- .4 An address for a party may be changed by notice in writing setting out the new address delivered to the other party in accordance with this Article.

ARTICLE A7 - QUANTITIES AND MEASUREMENT

- .1 The quantities shown in Section 00 41 43 Tender Form - Schedule of Quantities and Unit Prices are estimated.
- .2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with Section 01 22 00 - Measurement and Payment.

ARTICLE A8 - SUCCESSION

- .1 The aforesaid Contract Documents are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE A9 - RIGHTS AND REMEDIES

- .1 No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A10 - TIME

- .1 Time shall be construed as being of the essence of the Contract.
- .2 The Contractor agrees to deploy all necessary resources to ensure that the Work is completed in accordance with the agreed schedule.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

In the presence of:

OWNER

Municipality of the District of East Hants

Witness

Signature

Name and Title

Witness

Signature

Name and Title

CONTRACTOR

Company Name

Witness

Signature

Name and Title

Witness

Signature

Name and Title

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership.

END OF SECTION

INTENT

- .1 The work of this Contract is to be constructed in accordance with the Standard Specifications for Municipal Services as developed and published by the Nova Scotia Road Builders Association and Consulting Engineers of Nova Scotia Joint Committee on Contract Documents, except as modified herein.
- .2 These Supplementary Specifications modify the Standard Specification Sections to which they refer.
- .3 These Supplementary Specifications take precedence over the Standard Specification Sections to which they refer.

SECTION 00 73 00: SUPPLEMENTARY GENERAL CONDITIONS

GC 5.4 BASIS OF PAYMENT FOR COST PLUS WORK

Page 16, delete clause 5.4.1 and replace with the following:

- 5.4.1 Payment for cost plus work shall be based on the cost of such work, as provided in paragraph 5.4.2, plus a fee calculated as a percentage of the cost of such work, for the Contractor's overhead and profit. The percentage amount shall be 10% for work done by the Contractor's own forces and 5% for work done by Subcontractors but shall not be applied to the cost of Construction Equipment when such cost is based on rates which already include the Contractor's overhead and profit.

GC 5.8 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Page 19, delete clause 5.8.3 in its entirety.

GC 5.10 FINAL PAYMENT

Page 19, replace with the following:

- 5.10.4 Replace '5 Working Days' with '20 Working Days'.

GC 6.7 QUANTITY VARIATIONS

Page 22, delete clause 6.7.1 and replace with the following:

- 6.7.1 The Owner or the Contractor may request an adjustment to a Unit Price contained in a Schedule of Prices included in the Contract provided that the actual quantity of the item in the Schedule of Prices exceeds or falls short of the estimated quantity by more than 25% excluding items identified as provisional. Neither the Owner nor the Contractor may request an adjustment to a Unit Price for an item identified as provisional.

Page 22 and Page 23, make the following changes:

- 6.7.2 Replace '15%' with '25%' and '115%' with '125%'.

6.7.3 Replace '15%' with '25%'.

SECTION 00 74 25: GENERAL CONDITION

GC 11.1 INSURANCE

Makes the following changes:

11.1.1 Replace 'the Owner' with 'the Owner, Canadian National Railway, and its subsidiaries'.

11.1.2 Replace 'the Owner' with 'the Owner, Canadian National Railway, and its subsidiaries'.

11.1.3 Replace 'the Owner' with 'the Owner, Canadian National Railway, and its subsidiaries'.

Add the following:

11.1.6 The Contractor shall provide to the Owner a certificate of insurance evidencing the General Liability Insurance requirements as outlined in Clause 11.1.1 which shall include the following:

- a) A waiver of subrogation in favour of the Owner, Canadian National Railway, and its subsidiaries;
- b) A cross liability and severability of interest clause;
- c) Specific liability for operations within or around railroads and railway tracks;
- d) Sudden and accidental pollution liability or alternatively, a contractor's pollution liability policy; and
- e) 30 days' written notice of cancellation, modification, or material change in coverage.

GC 12.1 INDEMNIFICATION

Make the following changes:

Replace 'the Owner' with 'the Owner, Canadian National Railway, and its subsidiaries'.

SECTION 01 10 00: GENERAL REQUIREMENTS

1.2 Summary of The Work

Replace with the following:

- .1 The work is located in Lantz, Nova Scotia. The limits of construction are identified on the drawings titled, 'Lantz Wastewater Infrastructure Replacement (Issued for Tender)'.

-
- .2 Work under this Contract consists of the following:
- .1 Replacement of municipal water and wastewater system infrastructure along Green Road Extension, Mader Street, and Highway 2 as noted on the drawings, which includes:
- Replacement of municipal water and wastewater systems as noted on the drawings;
 - Connection to existing water and wastewater infrastructure including a pumping station and live mains;
 - Replacement of components of an active wastewater pumping station; Work shall be coordinated to allow for continuous pumping station operation;
 - Provision of temporary service to affected users of the water and wastewater system;
 - Locating existing infrastructure including but not limited to laterals, mains, and utilities;
 - Provision of environmental protection for the duration of the project, including one year following project substantial completion;
 - Obtaining all necessary approvals and permits from the appropriate regulatory bodies as well as any associated costs;
 - All traffic control and detours as per the Nova Scotia Department of Public Works (NSDPW) Temporary Workplace Traffic Control Manual;
 - Shoring and relocation of utility poles, as needed;
 - Excavation of common and importing of fill;
 - Reinstatement of Green Road Extension, Mader Street, and Highway 2 to NSDPW specifications;
 - Coordination with utilities for location of any existing infrastructure and alteration of this infrastructure;
 - Shoring and dewatering of excavations; and
 - Crossing of an existing CN railway. Contractor to use caution when working near existing infrastructure and utilities.
- .2 All miscellaneous work and incidentals associated with the above items.
- .3 The Work includes all traffic control and detours as per the Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) Temporary Workplace Traffic Control Manual.
- .4 The Work includes working with The Municipality to:
- Obtain permits for work within NSDPW right-of-way and comply with permit conditions; and
 - Coordinate work for the CN right-of-way crossing with CN and comply with permit conditions.
- .5 The Work includes reinstatement of all disturbed areas to pre-construction condition or better.

1.3 Scheduling and Coordination

Replace indicated subsections with the following:

- .4 Engineer will carry out site inspections, review and respond to shop drawings and submittals, witness pressure and leakage tests, and generally observe the execution of the work.

Add the following:

- .6 Work shall not commence before 7:00 a.m. and shall not extend beyond 7:00 p.m. without prior written approval of the Owner.
- .7 Notify businesses, schools and **residents** at least **forty-eight (48) hours in advance of proposed work** which may impact their driveway or street access, etc. Minimize the duration and frequency of necessary disruptions.
- .8 Contractor to provide a minimum of twenty-four (24) hours' notice to the Owner prior to conducting works that require the presence of a representative for the Engineer and/or Owner.
- .9 Contractor to engage an independent geotechnical Engineer to establish levels of effort required to achieve specified compaction of fills, bedding, backfill and road construction and reinstatement materials and to provide random checking to ensure that required level of compaction is being achieved. Copies of recommendations to achieve required compaction and of compaction checks, and re-checks if required compaction is not achieved are to be submitted to the Engineer as the work proceeds, with particular emphasis on the first sections of work until required levels of compaction effort are established; and within existing roads and streets.
- .10 Contractor's surveyor shall take all appropriate measurements for record drawing purposes. All fittings, valves, and similar pipeline appurtenances as well as culverts, existing pipes, and/or service laterals encountered, modified service laterals, changes in surface materials along trench route, etc. are to be located using three-dimensional (3-D) coordinates. Horizontal coordinates shall be referenced to NAD83 CSRS UTM Zone 20N and elevations shall be relative to geodetic datum CGVD2013. All coordinated information shall be compatible with The Municipality's GIS system and is to be supplied to the Engineer in a survey point file compatible with AutoCAD Civil 3D.
- .11 Make arrangements in advance with The Municipality's water utility personnel for the operation of any valves on the existing water system. Do not remove existing thrust blocks, restraining harnesses, caps or plugs on existing system, and do not cut into existing mains to make connections until the water supply has been shut off and the pressure bled down. Use taps if necessary to bleed off pressure in existing mains after water has been turned off. Permanently plug any such taps when they are no longer required.

1.7 Submittals

- .1 Shop Drawings

Add the following:

- .8 In addition to items identified on the Drawings and elsewhere herein, submit the following:

.1 Project Documentation:

- .1 Traffic control plan
- .2 Detailed project schedule and work plan
- .3 Hazard analysis
- .4 Site safety meeting minutes
- .5 Incident reports
- .6 Nova Scotia Labour and Advanced Education inspection reports

1.8 Record Drawings

Replace indicated subsection with the following:

- .1 The Contractor shall provide measurements to the Engineer to ensure that sufficient information is recorded to allow the Owner to update their existing record information.
- .2 The Engineer, in their discretion, may take measurements to confirm the Contractor's measurements. This shall not relieve the Contractor of their responsibility to provide as-built information. If the Contractor backfills or buries various pipe works or appurtenances or other portions of the work without the consent of the Engineer, the Contractor will be required to expose the buried work at their own expense.

1.9 Quality Control

Replace indicated subsection with the following:

- .7 The Contractor will arrange and pay for all geotechnical and materials testing. The Contractor shall engage an independent testing firm satisfactory to the Owner to provide materials analysis, compaction tests and asphalt testing. The frequency of testing shall be in accordance with the applicable CSA standard or as necessary to establish compliance to the satisfaction of the Engineer. The results of all tests shall be forwarded to the Owner. The Owner reserves the right to carry out its own testing.

1.10 Temporary Site Facilities

Replace indicated subsection with the following:

- .3 An Engineer's Site Office is not required.

1.12 Traffic Control

Add the following:

- .6 Maintain vehicle access to commercial establishments on a continuous basis.
- .7 Provide traffic control plans in consultation with the Owner prior to the start of

construction.

Add the following subsections:

1.18 Utilities

- .1 Contractor is responsible for obtaining permits from all utilities such as a Safe Clearance Report from NS Power for work near utilities.
- .2 Repair immediately all piping conduits, cables, and all other structures damaged by the Contractor's operations. Provide a letter from the utility stating that any services damaged during construction have been repaired to the utility company's satisfaction. Replace all signs as near as possible to their original location.

1.19 Damage and Injury

- .1 Immediately inform the Engineer of any damage or injury to any persons, property, services, or materials.
- .2 Reinstate survey markers, monuments, and survey pins disturbed or covered during construction under the direction of a qualified provincial land surveyor. Include costs in Contract Price.
- .3 Any Municipal, NSPW, or NSPI infrastructure that is moved or damaged, shall be reinstated in accordance with their specifications and standards.

SECTION 01 22 00: MEASUREMENT AND PAYMENT

1.1 General

Replace indicated subsection with the following:

- .2 For every item, include all of the following as required by the Project Documents where individual quantities are not provided in the Tender Form: project sign, mobilization, demobilization, traffic control, assistance to Engineer, coordination with all utilities, environmental protection, protection of existing trees, reinstatement, and all incidentals required to complete the Work including materials testing.
- .3 Additionally, for water main, sanitary sewer, and storm sewer, include all of the following as required where individual quantities are not provided in the Tender Form: clearing, grubbing, shop drawings, submittals, common excavation, shoring, reinstatement (including but not limited to surface features, street signs, and storm/culvert system), dewatering, geotextile, benching, bedding, backfilling, compaction, disposal of surplus materials, waterproofing membrane, vent piping, joint restraints, thrust blocks, thrust anchors, zinc anodes, insulation, flushing, pressure testing, vacuum testing, mandrel testing, disinfection, de-chlorination, cleaning, closed circuit television inspections, marker stakes, marker tape, tracer wire, and test stations.
- .4 All measurements shall be along a horizontal plane unless otherwise indicated. Quantities

listed in Section 00 41 43, subsection 1.4 – Schedule of Quantities and Unit Prices are based on placed and compacted material and truck counts will not be an allowed form of measurement.

The numbers of the items described below correspond to the numbers of the items in Section 00 41 43, subsection 4 – Schedule of Quantities and Unit Prices.

EARTHWORK

Add the following subsections:

9. Exploratory Excavations

Unit of Measurement: each (ea)

This item includes: Excavation to confirm the horizontal and vertical locations of the existing water, wastewater, and storm infrastructure, coordination with the Municipality and NSDPW, and reinstatement. Locations to be provided to the Engineer for review and approval (allow one week for review).

10. Geotechnical Inspection

Unit of Measurement: lump sum (LS)

This item includes: Provision of on-site inspection and testing by qualified geotechnical field personnel. All excavation, backfill, Karst topography cavern reinstatement (if required), material placement, bedding, gravel, asphalt, and concrete placement to be inspected. All inspections to be certified by a professional engineer (licensed to practice in NS) that the works completed are in accordance with the project specifications and industry standards.

WATER SYSTEM

Delete subsection 11 and replace with the following:

11. Pipe

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe through fittings, valves, and valve chambers.

This item includes: Removal and disposal of existing water infrastructure (including but not limited to pipes, valves, hydrants, laterals, and fittings, as well as appropriate disposal of asbestos material including tipping fees), supply and installation of pipe complete with all fittings, insulation, excavation, removal and disposal of surplus and/or unsuitable material, reinstatement, bedding, backfill, testing, thrust restraint, tracer wire, test stations, flushing, disinfection, any associated environmental protection, and any other work or materials shown on the drawings not included in any other pay item.

Delete subsection 14 and replace with the following:

14. Direct Buried Valves

Unit of Measurement: each (ea)

This item includes: Supply and installation of direct buried valves complete with valve boxes, appurtenances, anodes, anchors, and reinstatement. Gate valves to be Mueller NRS Resilient Seal A2370-23 or approved equivalent.

Add the following subsection:

15.1. Lateral Connection

Unit of Measurement: each (ea)

This item includes: reconnection of existing water services including location and identification of service, supply and installation of saddle as required, tapping, corporation stop, couplings (if required), fittings, and anode. For services greater than 50mm in diameter this shall include tee, valve, and fittings.

Delete subsection 18 and replace with the following:

18. Temporary Water

Unit of Measurement: lump sum (LS)

This item includes: Design, supply, installation, and subsequent removal of temporary water piping, fittings, and valves, backflow preventer, insulation and protection from freezing, chlorination/de-chlorination of line, testing (including bacteria and pressure), maintenance, reinstatement, coordination with property owners, preparation and distribution of shutdown notices, temporary laterals, and all fittings and incidentals necessary for a complete installation.

SANITARY SYSTEM

Delete subsection 21 and replace with the following:

21. Gravity Pipe

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe through manholes.

This item includes: Removal and disposal of existing sanitary sewer infrastructure (including but not limited to mains, manholes, and laterals), abandonment of existing infrastructure where noted, supply and installation of pipe complete with all fittings, insulation, excavation, removal and disposal of surplus and/or unsuitable material, reinstatement, bedding, backfill, any associated environmental protection, temporary servicing and/or pumping, and any other work or materials shown on the drawings not included in any other pay item. This item also includes locating existing laterals and connecting those laterals to the proposed main or manhole including any fittings or lateral extension as required.

Delete subsection 21 and replace with the following:

23. Manholes

Unit of Measurement: each (ea)

This item includes: Manhole, frame, cover, drop structure, grout, and grade adjustments

Add the following subsection:

24.1. Lateral Connection

Unit of Measurement: each (ea)

This item includes: Reconnection of existing sanitary service including location and identification of lateral, supply and installation of fittings, and connection to main.

Add the following subsection:

28. Trenchless Installation

Unit of Measurement: lump sum (LS)

This item includes: All additional work and materials including directional drilling/auguring/jacking, shoring, casing, coordination with authorities, and associated works related to trenchless installation at the noted crossing over and above the work included in Item 21 (Gravity Pipe). The Contractor will receive payment for this item as a lump sum in addition to the per metre price of Item 21. Contractor to prepare an implementation plan for review and approval by the Municipality, Engineer, NSDPW, NSE, and CN. This plan is to include pollution prevention and environmental controls as applicable.

Add the following subsection:

29. Pumping Station Upgrades

Unit of Measurement: lump sum (LS)

This item includes: Diagnosis, testing, and refurbishing of existing pumps, coordination with Municipal staff, and level setting adjustment. Also includes supply and installation of precast concrete chamber cover, access frame and grate, check valves, fittings, piping extensions, internal connections, vent stack, lifting anchor, underground conduit, level sensor assembly, junction box, and electrical and control panel c/w generator receptacle as well as modification of and/or connection to existing guide rails and supports.

This includes all equipment and materials necessary for the decommissioning of existing infrastructure as described on the drawings and all reinstatement and restoration work, the supply, fabrication, and installation of new mechanical and electrical equipment. This also includes re-wiring pump and sensor cables, including all incidentals and electrical service entrance re-wiring and relocation.

This item also includes the supply and installation of all new fittings, connectors, and incidentals, such as adaptors, nipples, unions, and flanges required to reconnect to the

existing discharge piping. All work required to acquire, receive delivery, unload, store, and install all equipment. This item includes all costs to install the precast concrete chamber cover and access hatch with associated metals and appurtenances; required excavation and dewatering, removal of surplus material, import of material, bedding, backfilling and compaction; concrete work; all external and internal piping, valves, fittings and appurtenances, ventilation piping and mast arrangement, miscellaneous metal items and fabrications, waterproofing; electrical work inside chambers, electrical supply to the chambers, commissioning, reinstatement of disturbed surfaces, pressure testing, temporary pumping to maintain service, and all other incidentals for a complete and operational structure, and also includes the supply of labour and material required for testing and commissioning in accordance with Owner and Manufacturer specifications.

This item also includes the supply and installation of all pipe complete with all fittings, pipe protection gravel, rigid insulation, excavation, bedding, backfilling, pre-cast concrete equipment mounting pedestal and cast-in-place foundations, the supply and installation electrical conduit, wiring, connections, panels, and support structures.

PROVISIONAL ITEMS (only as directed by the Engineer)

Note, for Provisional Items:

- Measurement and payment for the listed items will be in accordance with its item number in the Standard Specifications SECTION 01 22 00 Measurement and Payment or as noted above and will only be paid if approved in advance by the Owner.
- Provisional items are indicated as such in the Tender Form (Section 00 41 43).

END OF SECTION