

Town of Wolfville



**Wolfville Raw Water
Transmission Main
Extension**

Issued for Tender

**April 2026
Contract No. WOL001-2026**

Wolfville Raw Water Transmission Main Extension

0	Issued for Tender	JAB	Apr. 2/26	RWM
Rev.	Issue	Reviewed By:	Date	Issued By:



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Section Title

Division 00 - Procurement and Contracting Requirements

00 21 13	INFORMATION TO TENDERERS
00 41 43	TENDER FORM (UNIT RATE)
00 53 43	FORM OF AGREEMENT
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00 73 10	SUPPLEMENTARY GENERAL CONDITIONS FOR CCDC 18 - 2001

Supplementary Specifications

01 10 00	GENERAL REQUIREMENTS (REVISED)
01 22 00	MEASUREMENT AND PAYMENT (NEW)
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31 15 53	EROSION AND SEDIMENT CONTROL (REVISED)
31 20 00	EARTHWORK (REVISED)
32 98 00	REINSTATEMENT (REVISED)
33 11 00	WATERMAIN REVISED)
39 00 00	STANDARD DETAILS(NEW)

END OF SECTION

1. A complete Tender is comprised of the following:
 - a) The Tender Form in its entirety, with all pages and spaces for entry of information by Tenderers filled in as instructed.
 - b) Acknowledgment of addenda received by the Tenderer during the tendering period.
 - c) Tender Security (refer to clause 12 herein).

2. The tender shall be submitted in a sealed envelope marked as follows:

TENDER FOR

Town of Wolfville
Wolfville Raw Water Transmission Main Extension
Contract No. WOL001-2026

and must be delivered to the following address **up until 2:00 p.m.**, local time, on **Thursday, April 16, 2026**, hereinafter referred to as the Tender Closing.

Town of Wolfville
359 Main Street
Wolfville, Nova Scotia B4P 1A1

Attention: Martin Kehoe, Manager of Environmental Services

3. Tender opening will occur following Tender Closing. Tender opening will be public.
4. Before tendering, Tenderers shall have examined the *Site* of the Work and shall have satisfied themselves as to the working conditions, including labour conditions and labour rules, the nature and kind of work to be done, any special risks associated therewith and all other matters which may be necessary in order to form a proper conception under which the work will be required to be performed. Tenderers shall not be entitled to claim at any time after closing of tenders that there was any misunderstanding in regard to all such conditions.
5. When forming their estimates and preparing their tenders, Tenderers shall take full cognizance of the content of all the Contract Documents listed in Section 00 41 43 – Tender Form – Unit Rate.
6. Any ambiguities, inconsistencies, or uncertainties in the Contract Documents which may become apparent to Tenderers when tendering shall be advised via email to the *Consultant* at rmaclellan@cbcl.ca, not less than three (3) working days before Tender Closing. Tenderers will be advised simultaneously of any decisions on such matters as necessary by means of addenda (which will be serially numbered) and all addenda issued shall be incorporated into the Contract Documents.
7. Tenderer shall fill in the Completion Time and is notified that the completion date based on this may be taken into account in considering the tenders.
8. All tenders shall be valid for acceptance for sixty (60) calendar days from the Closing Date.
9. The Agreement is included in the Contract Documents at the time of tendering and is provided for information only and shall not be completed at the time of tendering.

10. The appending of any qualifying clauses to the tender or failure to comply with these instructions and with all other relevant provisions contained in the documents in the completing of any tender may render such tender liable to disqualification as determined by the *Owner*.
11. Contract Price to exclude HST. Harmonized sales tax shall be indicated as a separate amount and included in the *Total Amount Payable*.
12. Each tender shall be accompanied by Tender Security in the amount of ten percent (10%) of the *Total Amount Payable* (inclusive of *Value Added Taxes*) in evidence of the bona fide nature of the tender. Tender security must satisfy the same requirements of Contract Security as set forth in clause 13 herein.
13. Tender and Contract Security shall be in favour of the Owner and shall be in the form of a Certified Cheque, irrevocable Letter of Credit or a Bond. Tender Security shall guarantee to the Owner that in the event of the successful Tenderer declining to enter into a formal agreement with the Owner as called for in the Contract Documents, or declining or neglecting to provide the Insurance or Contract Security required by the Contract Documents, then the Owner will be reimbursed the additional cost of accepting another tender or Tender Security amount, whichever is the lesser.
.1 The bonds shall be issued by a company whose guarantee bonds are acceptable to the Government of Canada. Use the latest edition of CCDC Form 220.
14. The Tender Security of the unsuccessful Tenderers will be returned to them after the *Owner* enters into a formal agreement with the successful Tenderer or the expiration of validity of their tenders, whichever occurs first.
15. On the written acceptance by the *Owner* of a tender, that tender becomes the Contract and the Tenderer who has submitted it becomes the Contractor. The Contractor will be required to enter into a formal agreement with the *Owner* following receipt of a written notice of acceptance from the *Owner*. The written notice of acceptance forms a Contract Agreement until the formal "Agreement" included herein is executed.
16. Within seven (7) days of written acceptance of a tender, the Contractor shall provide Contract Security in the amount and form as specified in Section 00 73 00 – Supplementary General Conditions, and Insurance as specified in CCDC 18-2023, GC 11.1 and supplemented in CCDC 41-2020.
17. Complete the Tender Form and have corrections initialled by the individual signing the tender.
18. Where manufactured articles are described or specified in the Contract Documents by name, catalogue number of a manufacturer or supplier, Tenderers shall tender on the basis of using only such articles. Procedure concerning substitution of a specified article with another shall be in accordance with equivalents and alternates in Section 01 10 00.
19. The *Owner* will not defray any expenses whatsoever incurred by Tenderers in the preparation and submission of their tenders. The *Owner* reserves the right to waive any formality or technicality in any tender.
20. The *Owner* reserves the right to accept or to reject any or all tenders received, or to select a tender which is deemed by the *Owner* to be in its best interests. The *Owner* reserves the right to negotiate with the lowest compliant tenderer in the event that all tendered prices are higher than anticipated.
21. Tenders, which in the opinion of the *Owner* are considered to be informal or unbalanced, may be rejected.
22. Tenders may be amended or withdrawn in the same manner as prescribed above in clause 2.

.1 Submit in a sealed envelope as follows: “[Amendment]/[Withdrawal] of Tender for [Contract No.]”. Sign as required for tender and submit in same manner as prescribed in Clause 2. In order to be considered, submissions must be received prior to time of Tender closing.

23. Tenderers are encouraged to attend a non-mandatory *site* meeting, held at 14 Wickwire Avenue at 10:00AM on Monday, April 13th, 2026. Questions may be asked and description of the Work may be discussed during this meeting, however no minutes of the meeting will be distributed. Modifications made by way of addenda, to tendering requirements or the Contract Documents, shall be binding.

END OF SECTION

1. SALUTATION:

- .1 To: Town of Wolfville
359 Main St.
Wolfville, NS B4P 1A1
- .2 For: Wolfville Raw Water Transmission Main Extension
Contract No. 251084.00
- .3 From: _____

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 To have personal knowledge of the location of the proposed Work and is informed as to the actual conditions and requirements, including labour conditions and labour rules and shall not claim at any time after execution of the Agreement that there was any misunderstanding in regard to such conditions and requirements.
- .4 That Contract Documents and Addenda No. __ to __ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this Tender.

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 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 4 hereunder.
- .3 That this Tender is valid for acceptance for sixty (60) calendar days from the time of Tender Closing.
- .4 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 22 00 Measurement and Payment.
- .5 Upon request to provide evidence of ability and experience within seven (7) calendar days of request, including experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.
- .6 To execute in triplicate the Agreement and forward same together with the specified contract

- security and insurance documents to the Owner within fourteen (14) calendar days of written notice of award.
- .7 That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .8 That if certified cheque is forfeited, Owner will retain difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.
- .9 Declares to have carefully examined the documents and Addenda No. ___ to _____ referred to in the first paragraph of this Tender Form, and the Tenderer hereby accepts and agrees to the same as forming a part of the Contract.
- .10 Understands that in the event that the tendered Contract Price is not within the project budget, the Owner has the right to negotiate the Contract with the low bidder or reject all tenders received.
- .11 Agrees that the Warranty Period defined in the Contract Documents shall be for a period of one (1) year from the date of Ready-for-Takeover.
- .12 Understands that Substantial Performance of the Work will be established in accordance with General Conditions of the Contract and applicable lien legislation.
- .13 Understands that after the issuance of the certificate of Substantial Performance of the Work by the Consultant, provided that the Contractor has relieved the Owner from any and all claims, demands and lien claims for and in respect of the Contract, and has completed all outstanding items and corrected all deficiencies, the Contractor shall submit an application for Final Payment and the Consultant will thereafter prepare the Final Certificate for payment in accordance with the General Conditions of the Contract and applicable lien legislation
- .14 Understands that the payment of holdback will be in accordance with the General Conditions of the Contract and subject to the provisions of the lien legislation applicable to the Place of Work.
- .15 Understands the occupational Health and Safety Legislation and any Workers or Workplace compensation legislation applicable to the Place of the Work and declares that they are in good standing and have all necessary certification as required by such legislation.
- .16 Agrees that time shall be construed as being of the essence of the Contract.
- .17 That the Contract Documents include:
- .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2024.
 - .2 Tender Form
 - .3 Form of Agreement
 - .4 General Conditions of the Civil Work Contract
 - .5 Supplementary General Conditions
 - .6 Supplementary Specifications
-

- .7 Drawings
- | <u>Dwg. No.</u> | <u>Title</u> |
|-----------------|---|
| C01 | Main Street Existing Site Plan & Removals |
| C02 | Main Street Proposed Plan & Profile |
| C03 | Wickwire Drive Profile, Connection at Skyway Dr., Details and Well House Pipe Modifications |
| C04 | Detail Sheet (1 of 2) |
| C05 | Detail Sheet (2 of 2) |
- .8 Addenda as issued and as confirmed in subsection 2.4 of this section.

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
1.	Water System				
.1	200mm PVC DR18 Pipe	m	405		
.2	Connection to Existing System at Wickwire, Westwood And Mainstreet	L.S.	1		
2.	Well House Pipe Modifications	L.S.	1		
3.	Skyway Drive Tee Connection	L.S.	1		
4.	Exploratory Work on Wickwire Ave.	Ea	1		
5.	Curb Replacement	m	300		
6.	Trench Rock Excavation - Provisional	m ³	20		
7.	Unsuitable Trench Excavation - Provisional	m ³	20		
SUBTOTAL\$					

TENDER SUMMARY

ESTIMATED CONTRACT PRICE (Excluding HST) \$ _____

Add HST (14% of the Estimated Contract Price) \$ _____

TOTAL AMOUNT PAYABLE \$ _____

TENDERER'S HST REGISTRATION NO. _____

5. COMPLETION TIME

1. Tenderer agrees to achieve Ready-for-Takeover of the Work within _____ weeks from written notification of Award.

6. SIGNATURE *

DATED THIS ____ DAY OF _____, 202__.

[Seal]

Name of Firm Tendering

Signature of Signing Officer

Witness

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed 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 ___.

BY AND BETWEEN

Town of Wolfville

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

The Contractor shall:

- .1 Perform the Work required by the Contract Documents for

Wolfville Raw Water Transmission Main Extension

Contract No. 251084.00

located at the Town of Wolfville for which the Agreement has been signed by the parties, and for which

CBCL Limited is acting as and is hereinafter called the "Engineer",

and

- .2 do and fulfill everything indicated by this Agreement, and
- .3 commence the Work by the ___ day of _____ in the year 202__ and attain Ready-for-Takeover of the work as certified by the Engineer by the ___ day of _____ in the year 202__.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

The 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 3 of the Agreement.

ARTICLE A3 - CONTRACT DOCUMENTS

The following are the Contract Documents referred to in Article A1 of the Agreement – THE WORK:

- .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2024.
- .2 Tender Form
- .3 Form of Agreement
- .4 General Conditions of the Civil Work Contract
- .5 Supplementary General Conditions
- .6 Supplementary Specifications
- .7 Drawings

<u>Dwg. No.</u>	<u>Title</u>
C01	Main Street Existing Site Plan & Removals
C02	Main Street Proposed Plan & Profile
C03	Wickwire Drive Profile, Connection at Skyway Dr., Details and Well House Pipe Modifications
C04	Detail Sheet (1 of 2)
C05	Detail Sheet (2 of 2)
- .8 Addenda _____ through _____.

ARTICLE A4 - CONTRACT PRICE

- .1 The estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Price in the Tender Form excluding the amount of HST. The estimated Contract Price is:

_____/100 dollars \$ _____
- .2 All amounts are in Canadian funds. Unit Prices exclude HST and Total Amount Payable includes HST.
- .3 These amounts shall be subject to adjustments as provided in the Contract Documents.
- .4 The final Contract Price will be the sum of the products of the actual final quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, multiplied by the appropriate Unit Prices from the Tender Form together with any adjustments that are made in accordance with the provisions of the Contract Documents plus the amount of HST.

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.

- .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 subsection A5.3.2 and A5.3.3 of this section.
 - .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 subsection A5.3.4 of this section.
 - .6 To the amount calculated above, the Harmonized Tax will be added.
- .4 The last day of the payment period shall be the last day of the month.
 - .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 GC5.6 –SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK.
 - .6 Upon the issuance of the final certificate for payment, Work 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 GC5.7 – 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 GC11.1 - 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 2% compounded semi-annually.
 - .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 shall be addressed to the recipient at the address set out below.
- .2 The delivery of a notice in writing shall be by hand, courier, prepaid first class mail, facsimile or e-mail.
- .3 A notice in writing delivered by one party in accordance with this Contract shall be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five (5) Working Days after the date on which it was mailed.
- .4 A notice in writing sent by facsimile or e-mail 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 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.
- .5 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.

.1 The Owner at _____ 359 Main St. Wolfville, NS B4P 1A1 _____

.2 The Contractor at _____ [Address of Contractor] _____

.3 The Engineer at _____ 1505 Barrington Street Suite 901, Halifax NS B3J 2R7 _____

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

The Contract Documents listed in Article A3 herein 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 endure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE A9 - RIGHTS AND REMEDIES

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 A-10 TIME OF THE ESSENCE

Time shall be construed as being of the essence of the Contract.

ARTICLE A11 - SEVERABILITY

Each and every paragraph, section, clause, sub-clause or other component of the *Contract* is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs or parts thereof are null and void, the validity of the remaining paragraphs or parts thereof shall not be affected.

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

Town of Wolfville
Name of Owner

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for (a) 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; or (b) the affixing of a corporate seal, this Agreement should be properly sealed.

END

These Supplementary Conditions amend the Stipulated Price Contract – CCDC 18 – 2023. Where a portion of the Contract is modified or deleted by these Supplementary General Conditions, the unaltered portions of the Contract shall remain in effect.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Page 4, delete the first bullet point within Article 4.1 and replace with the following:

*Unit Prices from the basis for payment of the *Contract Price*. Quantities in the Schedule of Unit Prices within Section 00 41 43 – Tender Form are estimated. The estimated *Contract Price*, which is the total extended amount indicated in the Schedule of Unit Prices within Section 00 41 43 – Tender Form, exclusive of taxes is:

Page 4, after Article A-8 insert the following new Articles A-9 and A-10:

“ARTICLE A-9 SEVERABILITY

9.1 Each and every paragraph, section, clause, sub-clause or other component of the *Contract* is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs or parts thereof are null and void, the validity of the remaining paragraphs or parts thereof shall not be affected.

ARTICLE A-10 TIME OF THE ESSENCE

10.1 Time shall be deemed to be of the essence of the *Contract*.”

DEFINITIONS

Page 6, Add the following new Definitions:

Approved or Approval

Approved or *Approval* means acceptance by the *Consultant* in accordance with the *Consultant's* responsibilities described in Clause GC 2.2 ROLE OF THE *CONSULTANT*.

Period of Delay

The period of time from *Ready-for-Takeover* date specified in Article A-1, subclause 1.3, and the actual *Ready-for-Takeover* date; if any.

Site

The *Site* means the geographical location of the *Work* identified in the *Contract Documents*

Total Amount Payable

Total Amount Payable means the sum of the *Contract Price* as stipulated in Article A-4, subclause 4.3 subject to adjustments made in accordance with the provisions of the *Contract Documents* plus the amount of *Value Added Taxes*.

Page 7, add new definitions as follows:

Standard Specification

The Standard Specifications consist of Definitions, General Conditions, Supplementary General Conditions, Measurement and Payment, General Requirements, other Technical Specifications and standard details developed by the Nova Scotia Road Builders Association and the Consulting Engineers of Nova Scotia Joint Committee on Contract Documents and published with the title of Standard Specifications for Municipal Services.

Supplementary Specifications

Supplementary Specifications are the specifications for a specific project which amend or add to the Standard Specifications.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 2 – ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

Page 10, delete clause 2.3.3 and replace with the following:

- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* one (1) electronic file, in pdf file format, of certificates and inspection reports related to the *Work*. The *Contractor* will be required to provide hard copies, in the quantity requested, only upon request of the *Consultant* or *Owner*.

Page 10, within clause 2.3.5, add the following sentence at the end of the clause:

“If the *Consultant’s* determination is not accepted by either party, then the matter shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.”

PART 3 – EXECUTION OF THE WORK

GC 3.4 CONSTRUCTION SCHEDULE

Page 12, in Clause 3.4.1.1, delete “prior to the first application for payment” and replace with “not later than two (2) weeks after receipt of the notice of award”.

Page 12, add new clause 3.4.2 as follows:

- “3.4.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to clause 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a

recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.”

GC 3.5 SUPERVISION

Page 12, add new clause 3.5.3 as follows:

“3.5.3 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the Site or the *Owner’s* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint a replacement acceptable to the *Owner* and *Consultant*.”

GC 3.6 – LAYOUT OF THE WORK

Page 12, delete clause 3.6.1 in its entirety and replace with the following:

“3.6.1 The *Contractor* shall have all reference points established on site by a licensed surveyor, at the *Place of the Work*, at no additional cost to the *Owner*.”

GC 3.8 LABOUR AND PRODUCTS

Page 13, delete clause 3.8.2 and replace with the following:

“3.8.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*. Water, heat, light, and power will be provided by the party identified in Division 01 of these *Specifications*.”

GC 3.9 SHOP DRAWINGS

Page 13, delete Clause 3.9.2 and replace with the following:

“3.9.2 Prepare and submit to the *Consultant* for review, a schedule of the dates for provision, review and return of Shop Drawings. Provide this submission a minimum of two (2) working days prior to the project start-up meeting.”

PART 4 - ALLOWANCES

GC 4.1 CASH ALLOWANCES

Page 14, delete Clause 4.1.7 and replace with the following:

“4.1.7 The *Contractor* shall prepare a schedule, acceptable to the *Consultant*, that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.”

Page 14, add the following new Clause:

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances.”

PART 5 - PAYMENT

GC 5.5 – PAYMENT

Page 15, delete clause 5.5.1.2 in its entirety and replace with the following:

“5.5.1.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before twenty (20) calendar days after the later of:
.1 receipt by the *Consultant* of the application for payment; or
.2 the last day of the monthly payment period covered by the application for payment.”

Page 15, after clause 5.5.1,2 add the following new clauses:

“5.5.1.3 The *Contractor* shall agree interim quantities with the *Consultant* for the purposes of progress payment claims, prior to submission of progress payment application.

“5.5.1.4 The *Contractor* shall pay promptly any and all accounts for labour, services and materials used for the purpose of the fulfillment of this Contract as and when such accounts become due and payable and shall furnish the *Consultant* with proof of payment of such accounts in such form and as often as the *Consultant* may request.”

GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

Page 15, after Clause 5.6.1.2, add the following:

“5.6.1.3 Submit a certificate by lien search to the *Owner* by a solicitor licensed to practice law in the Province of the Place of *Work*, certifying that no lien associated with the *Work* exists against the *Owner's* property or *Work*;

5.6.1.4 Submit a clearance letter from the Workers' Compensation Board or provincially equivalent regulatory body; and

5.6.1.5 All such documents shall be dated not earlier than the expiry of the lien period as stipulated by the lien legislation in the *Place of the Work*.”

“5.6.1.6 The *Consultant* will provide an electronic copy of the Certificate of *Substantial Performance* and instruct the *Contractor* to post the certificate at the Site and to website indicated by the lien legislation of the place of *Work*. “

Page 15, delete Clause 5.6.3 and replace with the following:

5.6.3 Subject to the requirements of the Payment Legislation of the *Place of the Work*, all holdback prescribed by the applicable lien legislation for completed *Work* shall become due and payable to the *Contractor* no later than ten (10) Working Days following the expiration of the sixty (60) holdback period. If, within sixty (60) calendar days after the issue of the certificate of *Substantial Performance of Work*, the *Contractor* has not corrected all the documented deficiencies, the *Owner* shall retain sufficient monies, as determined by the *Consultant*, to cover the cost of completing said deficiencies. These monies shall be held in addition to holdback monies retained in accordance with the provisions of the Contract and subject to the terms of the lien legislation in the *Place of the Work*.”

GC 5.7 FINAL PAYMENT

Page 16, Clause 5.7.4, in line 2, change “5 calendar days” to “20 calendar days”.

PART 6 – CHANGES IN THE WORK

Page 16, add new clause 6.1.1.3 as follows:

6.1.1.3 Changes that do not affect the Contract Price and time by Supplemental Instruction.

Page 16, within clause 6.2.2.1 after “the Work” add “to the limits set forth in GC 6.7 – Quantity Variations”.

GC 6.2 CHANGE ORDER

Page 16, after Clause 6.2.3, add the following:

“6.2.4 The mark-up on agreed upon changes are as follows:

.1 *Work* performed by the *Contractor’s* own forces will be the cost of the *Work* plus ten (10%) percent overhead and profit.

.2 *Work* performed by the subcontractor’s force will be the cost of *Work* plus 15% overhead and profit. Where the *Work* can be done by the *Contractor’s* forces, as solely determined by the *Consultant*, but is done by the Subcontractor’s forces, the mark-up for overhead and profit will be limited to ten (10%) percent.

6.2.5 Before the approval of any *Change Order* over \$1,000 in value the *Consultant* is entitled to receive, upon request, at a minimum, the following breakdown of cost associated with such *Change Order*:

.1 Labour rates, excluding operators.

.2 Equipment rates including operators.

.3 Supervisory staff rates.

.4 Subcontractor and material or equipment invoices where applicable.

.5 Overhead costs including worker's compensation, *site* trailer cost as applicable, insurance, bonding, small tool expenses, CPP, and EI contributions.

- 6.2.6 No compensation for extra Work or material shall be allowed unless the Consultant issues a Notice in Writing authorizing such Work or material to be ordered in the form of a *Change Order*, *Change Directive* or *Supplemental Instruction*.
- 6.2.7 No compensation will be allowed for the cost of repairs to equipment or in respect of construction equipment of any kind idle on the Site except as directed by the *Consultant* in writing or for damage to anything used in performing any such extra *Work* or making any such alteration.
- 6.2.8 The price applicable to any Work deleted from the Contract, shall be deducted from the *Contract Price* and shall be mutually agreed upon by the Contractor and the *Consultant*. The price shall be comparable to prices quoted on Work of similar nature.

GC 6.3 – CHANGE DIRECTIVE

Page 18, in clause 6.3.12, add the following sentence at the end of the paragraph:

“If such determination by the *Consultant* is not accepted by either party, then the decision shall be made in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.”

GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS

Page 18, add a new clause 6.4.5 and 6.4.6 as follows:

- “6.4.5 If the *Contractor* was given access to the Place of Work and/or professional reports relating thereto (including, without limitation, environmental, geotechnical, and structural reports) prior to the submission of the bid on which the Contract was awarded, then the *Contractor* confirms that they have investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required. In those circumstances, notwithstanding the provisions of clause 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the *Contractor* by such investigation, or which could have been reasonably inferred from the material provided with the Contract Documents. In those circumstances, should a claim arise, the Contractor will have the burden of establishing that it could not have discovered the materially different conditions from an investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.
- 6.4.6 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS, and GC 9.5 – MOULD.”

GC 6.5 DELAYS

Page 18, clause 6.5.2, delete last sentence of paragraph and replace with the following sentence:

“The *Contractor* will not be reimbursed by the Owner for costs incurred by the *Contractor* as a result of such delay.”

Page 19, after Clause 6.5.5, add the following new Clauses:

- “6.5.6 Should the *Contractor* fail to attain *Ready-for-Takeover* for the *Work* by the date indicated in Article A-1, Clause 1.3 in the AGREEMENT BETWEEN OWNER AND CONTRACTOR, the period of time from this agreed date to the actual date when the *Consultant* confirms the *Work* is *Ready-for-Takeover*, shall be termed the *Period of Delay*.
- 6.5.7 In the event there is a *Period of Delay*, the *Contractor* shall be liable for and shall pay to the Owner the cost of continuance of supervision during the *Period of Delay*, and all additional fees, disbursements and costs incurred by the *Owner* as a result of the *Period of Delay*, such charges hereby termed as Delay Charges. The Owner may deduct the amount of such Delay Charges from further progress payments.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

Page 18, add the following new Clause as 6.6.6 and renumber the subsequent clause:

- “6.6.6 The *Owner* may make claims arising out of the costs incurred for additional services provided by the *Consultant* resulting from the *Contractor's* failure to reasonably perform the *Work* in accordance with the terms and conditions of the Contract, including the *Contractor's* issuance of unnecessary Requests for Information (RFI's). The *Consultant* will notify the *Owner* and *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause a delay. The *Owner* shall make claims based on the *Consultant's* invoices.”

PART 9 - PROTECTION OF PERSONS AND PROPERTY

GC 9.4 – CONSTRUCTION SAFETY

Page 24, after GC 9.4.5, add the following:

- “9.4.6 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, *Consultant*, successors, appointees and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the applicable occupational health and safety legislation in the *Place of the Work*, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this clause shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect, or special damages.”

PART 10 - GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

Page 23, after Clause 10.1.2, add new Clauses 10.1.3 and 10.1.4 as follows:

- 10.1.3 Indicate on each application for payment as a separate amount, the appropriate *Value Added Tax* the *Owner* is legally obliged to pay. This amount will be paid to the *Contractor* in addition to the amount certified for payment under the *Contract*.”
- 10.1.4 In the event that any new tariffs, taxes or trade restrictions are imposed or revoked by either the Canadian or US government on materials, goods or services related to this project after the date of bid closing, that affect the cost or availability of goods and services necessary for the performance of the work under this Agreement, the parties agree to negotiate in good faith an adjustment to the schedule and contract price resulting solely and directly from such changes. The Contractor shall provide written notice to the Client within five (5) days of the imposition or revocation of such tariffs, outlining the associated specific cost increase in the case of imposition, or decrease in the case of revocation, and schedule impacts to the project.

GC 10.2 – LAWS, NOTICES, PERMITS AND FEES

Page 25, add the following to clause 10.2.3 after the first sentence:

“Various jurisdictions have requirements for posting non-refundable fees before excavations are carried out within public rights-of-way. The *Contractor* is responsible for the determination of the requirement for each specific project and for any required deposits. The *Contractor* shall obtain all permits, such as those from the Department of Highways; licenses; letters of approval and certificates and pay the fees required for the performance of the *Work* which are in force at the date of tender closing, but this shall not include the obtaining of permanent easements or rights-of-way.”

PART 12 – OWNER TAKEOVER

Page 25, add new clause 12.1.1.9 as follows:

.9 Any other documentation identified as a closeout or Ready-for-Takeover document as specified in Section 01 78 00.

GC 12.3 WARRANTY

Page 26, add new clause 12.3.5 as follows and renumber subsequent clauses:

- “12.3.5 All *Work* of repair or replacement carried out during the Warranty Period shall be maintained for a period of one (1) year from the date of the *Consultant’s* acceptance of the *Work* of repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the *Owner*.”

PART 13 – INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

Page 26, Clause 13.1.1, in line 2, after “hold harmless the other” replace with “hold harmless the other and the *Consultant*.”

PART 14 – CONTRACT SECURITY

GC 14.1 CONTRACT SECURITY

Page 28, add new clause 14.1 as follows:

- “14.1 The *Contractor* shall, prior to commencement of the *Work*, provide to the *Owner* a Performance Bond and a Labour and Materials Bond, each in the amount of 50% of the Total Amount Payable or an Irrevocable Letter of Credit in the amount of 20% of the Total Amount Payable. The Irrevocable Letter of Credit shall be issued by a certified financial institution for a period of no less than twelve (12) months after the issue of Substantial Performance Certificate. Include the cost of providing the Irrevocable Letter of Credit in Contract Price. Should it become apparent that the final cost of the project will exceed the Total Amount Payable by more than 10%, the Contractor shall arrange to have his bonds or Irrevocable Letter of Credit reissued, based on the projected final cost.”
- “14.2 The Contract Security will be retained until the expiration of the Warranty Period.”

END OF SECTION

INTENT OF THE SUPPLEMENTARY SPECIFICATIONS

- .1 The Work of this Contract is to be constructed in accordance with the Standard Specifications for Municipal Services (2024 Revision) as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein.
- .2 These Supplementary Specifications modify the specification sections to which they refer.
- .3 The Supplementary Specifications take precedence over the Specification to which they refer.

SECTION 00 21 00 – INFORMATION TO TENDERERS

Delete in its entirety and replace with new section 00 21 13 included in this document.

SECTION 00 41 43 – TENDER FORM

Delete in its entirety and replace with new section included in this document.

SECTION 00 53 43 – FORM OF AGREEMENT

Delete in its entirety and replace with new section included in this document.

SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS

Delete in its entirety and replace with new section included in this document

SECTION 01 10 00 - GENERAL REQUIREMENTS

Page 1, delete subsection 1.2 and replace with the following:

- | | | |
|----------------------------|----|---|
| <u>1.2 Summary of Work</u> | .1 | The project is located in Wolfville, Nova Scotia on Main Street. The Work includes but is not necessarily limited to the following: supply and installation of new watermain piping complete gate valves, hydrants and connection to existing watermain; driveway and walkway reinstatement; and the supply, installation, maintenance and subsequent removal of a sediment control fence; site reinstatement to preconstruction condition, as well as all work as shown on the Project Drawings and as specified herein. |
|----------------------------|----|---|

Page 1, delete subsection 1.4 and replace with the following:

- | | | |
|---------------------------------|----|---|
| <u>1.4 Setting Out the Work</u> | .1 | Set out the Work complete with sufficient survey reference points to identify the site on the ground and maintain these, or re-establish them as required during the Contract period. |
|---------------------------------|----|---|

Page 1, add new subsection 1.5.3 and 1.5.4 as follows:

- | | | |
|-------------------------------------|----|---|
| <u>1.5 Existing Site Conditions</u> | .3 | Do not remove, nor disturb, survey monuments, iron bars, and markers representing property boundaries and locations which may be encountered during the execution of the work, without written permission from the Engineer. Replace disturbed monuments unless written permission for removal has been obtained. |
|-------------------------------------|----|---|

- .4 Contractor to indemnify and hold harmless the Owner and Engineer against damages for consequential loss and against any claim made against the Owner or the Engineer by the owner of any main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

Page 1, delete subsection 1.7.1 and replace with the following:

- .1 Shop Drawings:
 - .1 Submit shop detail or working drawings and manufacturer's data for all items requiring fabrication, on or off the Site, and for all proprietary equipment to the Engineer for review before any such items or equipment are incorporated into the Works. This review of Shop Drawings by Engineer is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that Engineer approves the detailed design inherent in the Shop Drawings, responsibility for which remains with the Contractor submitting them, and such review shall not relieve the Contractor of responsibility for errors or omissions in Shop Drawings or of responsibility for meeting all requirements of the Construction and Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation, and for co-ordination of the work of all sub-trades.
 - .2 Submit electronic copies of all relevant shop drawings to the Engineer in PDF format. Where it is not practical to provide electronic copies and where approved by the Engineer, submit three (3) paper copies of shop drawings.
 - .3 Submit shop drawings with such promptness as not to cause delay in this work, or of the works of any Sub-Contractors.
 - .4 The information submitted shall clearly show the dimensions, materials or construction, performance, finish, service and installation requirements and other characteristics in sufficient detail to permit the Engineer to evaluate the suitability of the articles for the use intended.
 - .5 Make corrections required by the Engineer as noted and resubmit corrected copies to the Engineer for review before fabrication.
 - .6 The Engineer will mark comments on one (1) copy of each drawing or document submitted and will return this as an electronic copy for the Contractor's purposes.
 - .7 The Engineer will not review shop drawings and other material involving a large amount of work in those instances where it is evident that the Contractor has not used all the information contained in, or where such details are obviously not consistent with the Contract Documents.
 - .8 Provide the section number of the specification with each submitted shop drawing for the purpose of identification.

Page 2, delete subsection 1.8 and replace with the following:

1.8 Record Drawings

- .1 Provide a survey showing all infrastructure that is installed during construction (including, but not limited to: shots on each bell, laterals at main line and property line, pipe inverts within manholes and top of

manholes). Record drawings must be submitted in AutoCAD “.dwg” or “.dxf” format. Drawings must have a projected coordinate system of NAD 1983 CSRS UTM Zone 20N, North American Datum. Failure to comply with this clause will result in a holdback of \$7,500 + HST.

Page 4, delete subsection 1.12 and replace with the following:

- 1.12 Traffic Control .1 Maintain a minimum of two (2) lanes of vehicular traffic open at all times throughout the duration of construction, except where temporary closures are expressly approved in writing by the Town.

SECTION 01 22 00 – MEASUREMENT AND PAYMENT

Delete in its entirety and replace with new Section 01 22 00 – Measurement and Payment, attached.

SECTION 01 57 00 - ENVIRONMENTAL PROTECTION

Page 1, add new subsections 1.1 and 1.2 as follows, and renumber subsequent subsections:

- 1.1 Work Included .1 This section specifies requirements for providing temporary erosion and sedimentation control measures.
- 1.2 Related Work .1 Earthwork: Section 31 20 00

Page 2, add new subsection 1.8.4 as follows:

- .4 When required, submit erosion and sediment control plans for approval by Nova Scotia Environment and Owner prior to start of construction and present them for review at the project pre-construction meeting.

Page 2, add new subsection 1.9 as follows:

- 1.9 Disposal of Wastes .1 Dispose of rubbish and waste materials at authorized off-site location as directed by the Engineer.
- .2 Do not dispose of waste, volatile, or deleterious materials into waterways, storm, or sanitary sewers.
- .3 Regulated wastes shall be disposed of in accordance with applicable municipal, provincial, and federal requirements.

SECTION 31 15 53 – EROSION AND SEDIMENT CONTROL

Page 1, add new subsection 2.1.2 as follows:

- .2 Acceptable Products: Terrafence by Terrafix, Layfield Construction Products Silt Fence, Silt Fence by Nilex, or approved equivalent.

SECTION 31 20 00 - EARTHWORK

Page 2, add new subsection 1.6 as follows:

- 1.6 Existing Structures and Underground Services
- .1 Furnish temporary support, adequate protection and maintenance of all underground and surface structures, water mains, drains, sewers, power lines and other existing site items affected by the Works. Notify Engineer before altering or supporting an existing structure.
 - .2 Restore, upon completion of the work structures which have been disturbed.
 - .3 Proceed with caution in excavation and preparation of trenches so exact location of all buried pipes and services and underground structures may be determined and be responsible for repair of pipes, services, and structures when broken or otherwise damaged.
 - .4 During progress of the Works, do not unreasonably interfere with flow of sewage or water in any existing sewer or drain. Do not jeopardize the public health in any way. Wherever sanitary sewage is pumped or diverted, it shall be carried entirely in closed pipes. Temporary diversion of sanitary sewage through open channel will not be permitted.
 - .5 Whenever it is necessary to explore and excavate to determine the location of existing underground utility structures, make such examination and excavation at no additional cost to the Contract.

Page 2, delete subsection 2.1.1 and replace with the following:

- .1 Selected Backfill: common which is free from stumps, trees, roots, sod, organics; rocks, boulders, and masonry larger than 200 mm in any dimension, any other deleterious materials. Material is to be of a moisture content that will allow compaction to the specified densities.

Page 4, delete subsection 2.1.9, and replace with the following:

- .9 Granular bedding material: Type 1 gravel as per Section 31 20 00 and where specified on drawing. 25mm clear stone as specified in Section 31 20 00 and where indicated on Project Drawings.

Page 4, add new subsections 2.1.11 and 2.1.12 as follows:

- .11 Geotextile separator: non-woven, needle-punched, polyester filter fabric. Permittivity shall be in the range of 1.4-1.75 sec⁻¹ with a flow rate in the range of 75-88L/sec/m². Material shall have a minimum grab strength of 670N, puncture strength of 350N and an apparent opening size between 0.15 and 0.21 mm.
 - .1 Acceptable products: Trevira 1120, Terrafix 360R, Armtec 200 or approved equivalent.
- .12 Rigid Insulation: to CAN/ULC-S701, Type 4, expanded polystyrene, minimum compressive strength of 40 psi.
 - .1 Acceptable products: Dow Styrofoam HI40, Foamular 400 by Owens Corning, or approved equivalent.

Page 5, delete subsection 3.4 and replace with the following:

- 3.4 Blasting .1 No blasting will be permitted. Rock, if encountered must be removed by mechanical means.

Page 6, delete subsection 3.7.7.3 and replace as follows:

- .3 Pipe bedding material to 98% standard Proctor density.

Page 8, add new subsections 3.11.4 to 3.11.8 as follows:

- .4 Proof roll subgrade in presence of Geotechnical Engineer to determine if the surge rock is required under the sub-base gravels. Over excavate any soft spots and backfill with compacted approved granular fill. Place granular sub-base after subgrade is inspected and approved by Engineer.
- .5 The Owner will be responsible for engaging the services of a qualified geotechnical engineer, registered in Nova Scotia to carry out compaction inspection and testing.
- .6 Tests will be conducted every 50 feet left, right and centre on the subgrade base and sub-base material.
- .7 They will provide both the Contractor and the Engineer one (1) copy of Test Reports each.
- .8 Contractor will be responsible to coordinate testing with the Geotechnical Engineer.

Page 8; add new subsections 3.12, 3.13, and 3.14 as follows:

- 3.12 Disposal of Surplus Excavated Material .1 Dispose of surplus excavated material as directed by the Engineer to disposal sites approved by the Owner.

- 3.13 Restoration .1 Reinstate disturbed areas to condition, elevation and thickness equal to or better than that which existed before excavation, as specified in Section 32 98 00

- 3.14 Insulation .1 Place rigid insulation in trench where indicated or as required in areas where pipe cover is less than 1,500 mm. Do not disturb or break boards during backfilling.

SECTION 32 98 00 - REINSTATEMENT

Page 2, delete subsection 3.1.1 and replace with the following:

- 3.1 General .1 Reinstate all disturbed surfaces using existing material types to the levels, elevations and dimensions which existed prior to construction and as detailed on the Drawings.

SECTION 33 11 00 – WATERMAIN

Page 3, add new subsection 1.8 as follows:

- 1.8 Connection to Existing And Temporary Water .1 Wickwire Well Building Connection: The connection to the Westwood Well House shall be completed as detailed on the drawings. Care shall be taken to properly isolate the system prior to commencing work. Operate valves under the supervision of Municipal staff. The well pump shall not be operated while the existing watermain is open or during connection to avoid blowoff or uncontrolled discharge. Any water drained from the system shall be controlled and managed to prevent flooding, erosion, or adverse impacts to downstream properties, and shall be disposed of in accordance with Municipal requirements.
- .2 Skyway Drive Tee Connection: The connection at Skyway may be completed without a temporary water supply provided the connection between the new PVC watermain and the existing main to the treatment plant is completed within a maximum outage duration of eight (8) hours. The reservoir shall be filled by the Town prior to commencement of connection work. It is recommended that the connection be complete overnight to minimize the risk of distribution to water service. The well pumps shall not be operated while the existing watermain is open or during connection activities. Any water drained from the system shall be controlled and managed to prevent flooding, erosion, or adverse impacts to the downstream properties, and shall be disposed of in accordance with Municipal requirements.
- .3 Exploratory work shall be completed at the beginning of construction to confirm existing pipe sizes and locations to ensure the proper fittings are made available for when the connections are made. A detailed plan outlining the proposed connection to the existing system shall be submitted to the Engineer for review a minimum of two (2) weeks prior to completing the connection.
- .4 Temporary water supply is not anticipated to be required at either connection point; however, the Contractor may provide a temporary water setup is deemed necessary to facilitate connection to the existing system. Where a temporary water system is proposed, the Contractor shall submit a temporary water plan to the Engineer for review and approval a minimum of two (2) weeks prior to the scheduled start of temporary water system construction. Construction of the temporary water system shall not proceed until written approval has been provided by the Engineer.
- .5 Inform all affected residences and businesses one (1) week before switching the system to temporary water and provide Contractor contact information for those receiving temporary water to bring forth concerns regarding water quality.
- 1.9 Testing and Commissioning .1 All new watermains shall be pressure tested for leakage. Flush, prior to connection to the existing system. Cap test sections and adequately restrained to prevent movement or blowoff during testing. Submit a testing plan to the Engineer for review prior to testing, including proposed test

section limits, locations of test ports, and the source of water to be used for testing. Where municipal water is used, install an approved backflow prevention device between the municipal system connection and the test section.

Page 3, delete subsection 2.1.1 and replace with the following:

- 2.1 General
- .1 Watermain to be PVC DR18.
 - .2 Valves to be Muller or Clow.

Page 9, add new subsection 3.4 as follows and renumber subsequent subsections:

- 3.4 Connecting to AC Pipe
- .1 Do not cut AC mains unless it is done in accordance with all relevant OH&S and NSE requirements. Provide a written plan prior to cutting any AC mains.
 - .2 Excavate and remove one (1) pipe length. Connect end to existing AC pipe with appropriate coupling.
 - .3 Collect and dispose of asbestos material in accordance with all relevant OH&S and NSE requirements.
 - .4 Undertake all effort possible to prevent the airborne transmission of asbestos.
 - .5 Do not damage AC pipe that is to remain in service. Should any damage occur, repair or replace at no additional cost to the Contract.

SECTION 39 00 00 – STANDARD DETAILS

Delete standard details and replace with new details on Drawings.

END OF SECTION

PART 1 - GENERAL

1. Unit prices for all items in the Schedule of Quantities and Unit Prices are full compensation for the work necessary to complete each item in the contract and in combination for all work necessary to complete the Work as a whole.
2. For all items include all of the following as required where individual quantities are not provided in the Tender Form: traffic control, location of inground services by external utilities and coordination of work by external utilities (Water, Electrical, Gas, etc.), environmental protection, protection of existing trees, clearing, grubbing, trench and mass excavation, shoring, dewatering, backfilling, bedding, compaction, disposal of surplus materials, protective coatings, tees, bends, anodes, marker tape, connection to existing system, reinstatement of all disturbed surfaces with matching materials and thicknesses, painting of traffic lines, testing, pipe cleaning, disinfection, marker stakes, recording as-constructed features, video inspection, and all incidentals.
3. The unit and lump sum prices for all items in the Form of Tender "Schedule of Quantities and Unit Prices" shall include the cost for furnishing all materials, labour, tools, and equipment necessary to complete the work in accordance with the Contract, the Drawings and Specification, and shall cover all costs of surety, permits, assistance to the Engineer and site offices and other general costs. Each item shall include for all necessary supervision, labour, materials, plant and services, security provisions, survey and all operations and allowances customary and necessary to complete each item and the Contract as a whole notwithstanding the fact that not every such necessary operation is mentioned or included specifically for measurement.
4. All measurement shall be along a horizontal plane unless otherwise indicated.
5. The numbers of items described below correspond to the numbers of the items in Section 00 41 43, subsection 4, Schedule of Quantities and Unit Prices.
6. Provisional items shall mean that the unit price as tendered shall be included in the estimated Contract Price and that the Owner reserves the right to delete all or portions of this item from the estimated Contract Price.

PART 2 – ITEMS

1. Water System

.1 200mm PVC DR18 Pipe

Unit of Measurement: metre (m)

Method of Measurement: along the centreline of pipe from centre of manhole or coupling sleeve as applicable to outlet end of pipe.

This item includes: supply and installation of pipe complete with fittings and valves, tracer wire, concrete thrust blocks, and any required casing pipe complete with link seals.

.2 Connection to Existing System at Wickwire, Westwood and Mainstreet

Unit of Measurement: Lump Sum (L.S.)

This item includes: locating the existing watermain for connections at Westwood Ave, 619 Main Street, and Wickwire Avenue; supply and installation of pipe, fittings, end caps and incidentals for a complete connection.

2. Well House Pipe Modifications

Unit of Measurement: Lump Sum (L.S.)

This item includes: Piping modifications inside the Well House as shown on Drawing C03 including but not limited to removing section pipe, capping existing pipe and installing blind flange at valve as shown. This item also includes locating the existing watermain outside the well house and supplying and installing all pipe, fittings and incidents for complete connection.

3. Skyway Drive Tee Connection

Unit of Measurement: Lump Sum (L.S.)

This item includes: locating and connecting the water lines as shown on Drawing C03 including but not limited to supply and installation of pipe complete with fittings and valves, tracer wire, concrete thrust blocks, and any required casing pipe complete with link seals.

4. Exploratory Work on Wickwire Ave.

Unit of Measurement: Lump Sum (L.S.)

This item includes: the supply of all required equipment and the execution of work to expose the watermain on Wickwire Avenue. The work includes recording the location, material type, diameter, and elevation (CGVD2013) of the exposed utilities and providing this information to the Engineer.

5. Curb Replacement

Unit of Measurement: Metre (m)

This item includes: saw-cutting, removal and off-site disposal of existing concrete curb, excavation, supply and placement of new concrete curb, backfilling, compaction, curing, and protection of the concrete, and restoration of disturbed areas by hydroseeding, along Main Street from Station 0+25 to

Station 0+325. Curb outside this area damaged during installation of the watermain to be replaced and paid for under the watermain unit rate.

6. Trench Rock Excavation – Provisional

Unit of Measurement: cubic metre (m³)

Method of Measurement: surface-to-surface volume method between topographical survey taken once rock is exposed and after rock is removed.

Boulders larger than one-half cubic metre, any portion of which is within theoretical trench, will be classified as rock. Boulders removed from trench shall be measured along the three maximum perpendicular axes.

This item includes: all incremental work for rock excavation and disposal of surplus material over and above cost of common excavation which is included in price for pipe and related items. Written authorization of Engineer required.

7. Unsuitable Trench Excavation - Provisional

Unit of Measurement: cubic metre (m³)

Method of Measurement: truck measure or surface-to-surface volume method between topographical survey once unsuitable material is exposed and after unsuitable is removed.

This item includes: all excavation of unsuitable material outside the limit of the theoretical trench and off Site disposal. Written authorization of Engineer required.

END OF SECTION