T-MCC-2106

PARSSBORO WATERLINE REPLACEMENT – LAYTON STREET

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

UPPER NAPPAN SERVICE CENTRE
1395 BLAIR LAKE ROAD
UPPER NAPPAN, NS
B4H 3Y4

June 29, 2021

Closing July 13, 2021 at 2:00 pm

TABLE OF CONTENTS

Standard Specification for Municipal Services Reference 1

Section 00 21 00 - INFORMATION TO TENDERERS

1.0 General Instructions 2

2.0 Scope of Work 5

3.0 Tender Requirements 5

Attachment "A" – Terms & Conditions 7

Section 00 41 43 - FORM OF TENDER 19

Section 00 53 43 - FORM OF AGREEMENT 22

Section 00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS 27

SUPPLEMENTARY SPECIFICATIONS 34

Section 01 22 00 MEASUREMENT AND PAYMENT 41

Tender Drawings

Dwg No.	Title
C001	Overall Site Plan
C200	Layton Street
C400	Details
C401	Details

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
and the
CONSULTING ENGINEERS OF NOVA SCOTIA JOINT COMMITTEE ON CONTRACT DOCUMENTS.

COPIES OF THE STANDARD SPECIFICATION ARE AVAILABLE FROM:

THE JOINT COMMITTEE ON CONTRACT DOCUMENTS
455 COLBY DRIVE, DARTMOUTH, NS B2V 2K4

TELEPHONE: 902-430-2534
OR
E-MAIL: nsmunicipalservices@gmail.com

1.0 GENERAL INSTRUCTIONS

TENDER SUBMISSION

Submit completed Form of Tender for this project by 2:00 p.m. local time, **Tuesday July 13, 2021** in a sealed envelope clearly marked as follows:

TENDER: **T-MCC-2106 – PARRSBORO WATERLINE REPLACEMENT – LAYTON STREET**

MUNICIPALITY OF THE COUNTY OF CUMBERLAND
UPPER NAPPAN SERVICE CENTRE
1395 BLAIR LAKE ROAD
UPPER NAPPAN, NS
B4H 3Y4

ATTENTION: **KELLIE SEAMAN**
PROCUREMENT OFFICER

Any tenders submitted by fax, email or telephone will not be accepted under any circumstances.

All costs associated with the presentation of the tender and any supplemental information shall be borne solely by the bidder (or tenderer), and shall not be passed on to the Municipality under any circumstances.

TENDER OPENING

Tenders opening will occur immediately following tender closing. Tender opening will be public.

TIME

Time is of the essence in all matters arising under this order.

REVISION OF TENDER

Revisions shall be submitted only by signed letter delivered. Only the bidder's entries on the delivered tender offer may be revised. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words. The revision shall not include the total bid price.

COMPLETION/DELIVERY/CANCELLATION

Time is of the essence and the specified completion/delivery dates should be carefully considered before bidders enter a promised date on this form. Failure to meet promised completion/delivery dates may result in cancellation of any subsequent order.

AMBIGUITIES, INCONSISTENCIES OR UNCERTAINTIES

Any ambiguities, inconsistencies, or uncertainties in the Contract Documents which may become apparent to Tenderers when tendering shall be advised IN WRITING to the Municipality of the County of Cumberland (the Municipality) Contact person: Kellie Seaman, Procurement Officer, at kseaman@cumberlandcounty.ns.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 Tender Documents.

Addenda will be posted on the NS Procurement site as well as the Municipality's procurement webpage. Plan takers will be solely responsible to obtain and acknowledge the receipt of all addenda.

Failure to acknowledge addenda on the tender form will result in the disqualification of bid.

ERRORS

Tender as received shall be considered final and no tender shall be altered, amended or withdrawn after the specified closing date.

FORM

Quotations will not be accepted unless properly signed and submitted on this form in ink. Qualifying clauses or exceptions may result in rejection of the quotation.

LIABILITY

The Tenderer acknowledges that he is an independent Contractor and shall indemnify, protect and save harmless the Purchaser, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Vendor, its agents or employees, of the materials covered by this order or incidental or ancillary thereto.

EVALUATION

In evaluating the Tender, the Municipality may consider criteria, including:

- the proposed price;
- the proposed completion date
- the Tenderer's ability to complete the work within the scheduled time;
- the Tenderer's ability to effectively manage and perform the work;
- the Tenderer's ability to cooperate and work effectively with the Municipality, its consultants and representatives;
- the Tenderer's ability to present cost saving opportunities which may be appropriate and acceptable to the Consultant and to the Corporation; and
- the financial strength and capability of the Tenderer.

RESERVATION OF RIGHTS

The Municipality of the County of Cumberland (the Municipality) reserves the right to waive technicalities, reject any or all tenders, or any portion thereof, to advertise for new tenders, to proceed to do the work otherwise, or to abandon the work, if in the best interests of the Municipality. The tender with the lowest bid will not necessarily be accepted.

The Municipality reserves the right to request clarification of information submitted and to request additional information, if required.

The Municipality reserves the right to cancel the contract immediately upon written notice, if, in the opinion of h e Chief Administrative Officer, the successful Proponent is not fulfilling the terms, conditions and specifications of the contract. All fees will be paid up to the date the work terminates, based on the work plan submitted and actual work completed.

TRAFFIC CONTROL

The Contractor will be responsible for providing traffic control in accordance with the latest edition of the Nova Scotia Department of Transportation and Public Works Infrastructure Renewal Temporary Workplace Traffic Control Manual.

The current document is available at the following link: https://novascotia.ca/tran/tcm/traffic-control-manual-2018-01-25.pdf

Collector and local streets may be blocked off during contract work provided any commercial business or emergency service vehicles have continual access from at least one direction.

Prior to any street closures, a Traffic Control Plan MUST be provided to the Municipality for review a minimum of five (5) business days before work commences. The traffic control plan must conform to the Temporary Workplace Traffic Control Manual and show all street closures, detour routes, traffic control devices, signage and be signed off by the traffic signer.

Failure to comply with these requirements will result in the Municipality shutting work down until the traffic control requirements are fully complied with.

TENDERERS TO INVESTIGATE

Tenderers will be deemed to have familiarized themselves with the existing working conditions which may affect the performance of the Contract. No claims for extra compensation resulting from failure to investigate will be paid.

SUPERVISION AND COMMUNICATION

The Contractor **MUST** have a project manager on site at all times who is fully qualified to properly direct the project and is experienced with all aspects of the work for complete and proper application.

SCHEDULING OF WORK/SITE INSPECTOR/DELIVERY SLIPS

The Contractor may arrange to do the work in sections or all at once, however, the Municipality **must** be contacted two full business days prior to the commencement of any portion of the job. All delivery slips for asphalt/gravel must be signed as received by the Municipality before invoices are submitted for payment.

NOTIFICATION

Contractor is responsible for contacting gas, electricity and telephone/communication providers as deemed necessary prior to excavating.

CONTACT INFORMATION

All questions related to this tender are to be directed to:

Kellie Seaman, Procurement Officer
Phone: 902-664-9243
kseaman@cumberlandcounty.ns.ca

2.0 SCOPE OF WORK

The scope of work is replacement of the existing waterline with a new waterline, including replacement of water laterals between curb stop and main, connection of water laterals, provision of temporary potable water service and roadway resurfacing. A site visit can be scheduled to review the proposed work locations. Dimensions and areas are approximate and will vary.

Roadway resurfacing is provisional. Provisional items may or may not be included at the Municipality's sole discretion. A decision on roadway resurfacing will be provided at time of award.

The Municipality reserves the right to adjust the scope of the work to fit within the Municipality's budget.

The Contractor must get Municipality approval of proposed construction sequencing and schedules prior to beginning construction. Contractor shall, whenever possible, maintain access for all residents to their homes and **must** give 24 hours' notice of access removal to residents.

3.0 TENDER REQUIREMENTS

TENDER DEPOSIT

The Tenderer forwards herewith a certified cheque, Bid Bond or irrevocable letter of credit in the amount of ten percent (10%) of the Contract Price, payable to the Municipality, and the Tenderer agrees this amount may be forfeited as liquidated damages in the event that the tender is withdrawn after closing or the Tenderer fails to comply with any other provisions of this Tender. The deposit shall be returned to the unsuccessful Tenderer(s) after a Contract has been signed with the successful Tenderer.

PERFORMANCE GUARANTEE

The successful Contractor is to provide a performance bond for the value of the work (or) the Municipality will retain the tender deposit until the work has been substantially completed, as determined by the Engineer.

SAFETY CERTIFICATION

1. Submit <u>with Tender</u> a copy of Tenderer's current and valid Letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association, or a recognized safety certified company such as the Nova Scotia Construction Safety Association, and the Province of Nova Scotia Department of Labor.
2. Out of province companies shall submit, <u>with their Tender</u>, a current and valid Letter of Good Standing from their province of origin or from a recognized Safety Association which utilizes an external audit element.
3. Out of province companies may obtain a Letter of Good Standing from the Nova Scotia Construction Safety Association, or a recognized safety certified company, upon submission of documentation verifying training and compliance with the NS OH&S Act and Regulations
4. **<u>In any event, out of province Tenderers will have to satisfy and provide proof from the Nova Scotia Construction Association in respect to their safety status prior to being awarded a contract.</u>**

WORKERS' COMPENSATION

A certificate of good standing with the Workers' Compensation Board of Nova Scotia **must** be provided by the successful bidder prior to execution of the Articles of Agreement.

INSURANCE CERTIFICATE

A valid certificate showing at least $5,000,000 liability, **with the Municipality of the County of Cumberland named under additional insured, must** be provided by the successful bidder prior to the execution of the Articles of Agreement.

CONTRACTOR EXPERIENCE

Bidders **must** include a corporate overview outlining their experience in the contracting business. Contractor shall indicate the total number of employees required to do the work and the number of local employees to be hired.

ATTACHMENT "A"

NOTE: These Terms and Conditions and the Supplements for the Municipality of the County of Cumberland (Municipality) shall apply to those documents that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations. If Bidders have questions regarding any of these Terms and Conditions, they must call the contact person named on the Invitation form. To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the Invitation documents will reference any such documents, in addition to these Terms and Conditions.

Failure to completely comply with these Terms and Conditions could cause the Bidder's Bid to be disqualified.

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1. Definitions

Bid- Bidder's written offer to provide the required goods or services at a given price or rate, or any similar document issued in reply to an Invitation. May also be referred to as a Proposal, Tender, Quotation, Submission, Response or similar name.

Bidder- Any person, business or Consortium that submits a bid.

Broader Public Sector- Any governmental or government-funded entity within a Province, including the MASH sector (Municipal governments, Academic institutions such as universities and community colleges, School boards and Hospitals). This includes all government departments, agencies, boards, offices and commissions and Crown Corporations.

Consortium- Two or more Bidders having no formal corporate links, who submit a joint bid.

"Contract" -The legal agreement, if any, entered into between the Municipality and the successful bidder following approval of the Contract by the Municipality, and the settlement, execution and delivery of the same by each party to the Contract.

Fax Bid- A Bid submitted by means of facsimile transmission over telephone lines.

Invitation- A formal request for prices or responses, in printed form, with sealed Bids, faxed Bids or similar responses opened at a given time. May also be referred to as a Tender, Request for Quotations, Request for s, Request for Information, Pre-Qualification, Request for Expression of Interest or similar name. The Invitation incorporates any addenda that may be issued.

"Losses"- Means in respect of any matter all:

(a) direct or indirect, as well as
(b) consequential,

Claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

Paper Bid- A Bid submitted in printed form, not through facsimile or other electronic medium.

Denotations: The words "may" "could" or "should" denote the permissive. The words "must", "shall" or "will" denote the imperative.

2. Date, Time and Place of Closing and Opening; Late Bids

Invitations will close at the time, date and location specified in the Invitation documents.

All Bids must be received in their entirety *at or before* the closing time specified; Bidders are responsible for ensuring that their Bid, however submitted, is received on time and at the location specified.

All times are local times (Atlantic Standard Time).

Bids received late, or not received completely by the closing time will not be considered; the Reception Area time clock (located at Upper Nappan Service Centre, 1395 Blair Lake Road, Upper Nappan, NS) will be assumed to be correct in the event of dispute. Late bids will be rejected and returned.

All Bids must be sent to the Municipality of the County of Cumberland, Upper Nappan Service Centre (as identified in the Invitation documents), and will be opened there, in accordance with the Municipality's Procurement Policy rules for opening Bids.

Bids will be opened publicly at the time and date specified in the Invitation. The public is allowed to attend Bid openings for most publicly advertised Invitations - the website Invitation Notice, advertisement and/or **the Invitation document itself will specify if the Bid opening can be attended by the public**.

3. Methods of Submission

General

Bids must be legible and complete, must include the Invitation number and identify the Bidder's full legal name and address and supply all information requested; incomplete or illegible Bids are subject to rejection.

All bids received must be signed and dated by the authorized signatory for the bidder, with name and title clear and legible, on signature page of Attachment A.

All questions or areas on the Invitation form must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable, and may result in rejection of Bidder's Bid.

Where the price summaries of the Bid do not fully explain the cost implications of an item, additional pricing detail should be attached, and shall form part of the Bid.

Prices should be broken down as requested; if the cost of an item has been included in some other item, enter "Included in Item [nn]".

Paper Bids

Bids must be enclosed in a sealed, opaque envelope or package.

The Bidder's name, the Invitation number and the Invitation closing date should be clearly visible on the outside of the envelope or package.

The Bid must be signed by an appropriate authorized official of the firm submitting the Bid.

Fax Bids

No bids will be accepted by facsimile (fax).

4. Obtaining Documents

Bids are to be submitted on the official Invitation forms as issued through the Municipality office; failure to use the correct forms could result in the Bid being rejected.

It is the Bidder's responsibility to obtain Invitation documents at their cost.

Bidders must not alter any portion of the Invitation or associated documents, with the exception of adding the information requested by the Invitation. Bids containing clauses additional to the Invitation that are "qualified" or "conditional" may be rejected.

The Invitation, or any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder for any purpose other than the submission of Bids without the permission of the Municipality.

Notices of tenders are viewed on the Municipality website at www.cumberlandcounty.ns.ca and the Nova Scotia Public Tenders website at www.gov.ns.ca/tenders.

The Invitation, or any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder for any purpose other than the submission of Bids without the permission of the Municipality.

It is the responsibility of the proponent to ensure all addenda have been received. Addenda will be posted at the above noted locations.

5. Vendor Registration

Bidder Registration: There is no requirement for Bidders to register with the Municipality Supplier Registry to receive Invitation documents or submit Bids.

Corporate Registration: All Bidders must comply with the Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. Bidders located outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions. Verification of registration and good standing may be required before an award is made to a successful Bidder.

All Bidders must maintain their tax status in good standing. Verification of tax status with the Department of Finance and/or Canada Customs and Revenue Agency (GST/HST) may be required before an award is made to a successful Bidder.

6. Liability for Costs

Bidders are responsible for their own expenses in preparing, delivering or presenting a Bid and for subsequent negotiations with the Municipality, if any. The Municipality will not defray any costs incurred by a Bidder in responding to an Invitation.

The Municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by the Bidder as a result of, or arising out of, the submission of any Bid, or due to the Municipality not accepting or rejecting any Bid.

7. Supporting Documents

A brief supplementary statement may be included with the response to an item to give the evaluators a clear understanding of the products/ personnel proposed and their ability to perform the specified tasks.

In addition to the responses requested in the Invitation, Bidders may include specifications on some or all proposed items for evaluation purposes.

Supporting documents should be suitably cross-referenced to the Invitation.

8. Unit Prices and Extensions; Taxes excluded; Currency; Shipping Costs

All prices should be extended and totaled. The extended price is derived by multiplying the unit price by the quantity of units required.

In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Bid evaluation and contract administration.

Do not include any Provincial or Federal sales taxes in the price.

All prices should be quoted in Canadian dollars unless other currencies are specifically requested.

Shipping, cartage, loading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price, i.e. FOB to the destination(s) listed in the Invitation. The Municipality will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Invitation.

Unless stated otherwise in the Invitation, a firm, all-inclusive price is required, i.e. hourly rates or "Time and Materials" are not acceptable responses.

9. Duration of Bid/Award Prices

If the Bid is accepted, prices must remain firm for the duration of the Contract unless otherwise specified.

Unless stated otherwise in the Invitation, Bids must remain open to acceptance and are irrevocable for a period of 90 days after the Invitation closing date.

10. Payment Terms and Discounts

If special payment terms or schedules are required, these must be specified in the Bid; otherwise, the Municipality payment terms (net 30 days) will apply.

Early payment discount terms (minimum period 10 days) may be considered in the evaluation of a Bid.

Payment of term discount invoices will be calculated from the date the invoice or goods/services have been received, whichever is later.

Discount terms must appear on the Bid, and on the invoice.

11. Delivery

Where the Invitation includes a mandatory delivery schedule, the Municipality will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).

If Bidders wish to specify a delivery schedule different from that requested in the Invitation, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. Bids that do not meet the delivery schedule as requested in the Invitation may be rejected.

Time is of the essence, and Bidder's delivery schedule is legally binding. The Municipality reserves the right to assess penalties or cancel awards to Bidders who fail to meet their stated delivery or completion dates.

12. Quality/Complete Product

Unless otherwise stated in the Invitation, all material included in the Bid must be new, first quality goods; used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Invitation specifically requests or otherwise states that such goods will be allowed.

By submitting a Bid, Bidder guarantees that, unless the Invitation specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to the Municipality.

Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.

13. Substitutions and Equivalents, Discontinued Items

The specifications in the Invitation define the minimum acceptable goods and/or services required. Minor deviations from the specifications may or may not be permitted at the sole discretion of the Municipality.

The Invitation may specify items by brand name and/or model number to designate the design, type of construction, quality, functional capability and/or performance level of the product requested.

If an item has been discontinued during the Invitation process, or is otherwise unavailable, the Municipality will cancel the Invitation, or will issue an Addendum to update the specification. Bidders should notify the Municipality immediately when they become aware of any discontinuation of specified items.

If Bidders feel that they can provide items with equivalent or better functionality at the same or lower cost, they may be able to offer a substitute item. Substitutions offered must be of equal or better quality and clearly identified, and accompanied by brochures and technical information to permit evaluation of the item being offered. Substitution items must be identified by manufacturer's stock/part number and other descriptive information to establish equivalency. Substitutions offered without documentation sufficient to determine equivalency may be rejected as non-compliant.

The Municipality reserves the right to inspect or test any product bid to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. The Municipality will be the sole judge of equivalency.

Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

14. Standards and Certification

Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada, etc.), and/or must be approved by the appropriate Provincial agency (e.g. Office of the Fire Marshal).

15. Addenda, Corrections or Extensions of the Invitation

The Municipality reserves the right to modify the terms of the Invitation at any time prior to closing, at its sole discretion.

Verbal answers to queries are **NOT** binding. Responses to inquiries by the Municipality shall be in the form of addenda which will form part of the Contract Documents.

The Municipality will make information available to the public regarding any changes made to the Invitation, or any change in the closing date or time by posting the addenda on the Municipality of Cumberland official web site at **www.cumberlandcounty.ns.ca** and the Provincial website at **www.gov.ns.ca/tenders**. Bidders are responsible for ensuring that they are aware of and have complied with any Addenda. The Municipality will not bear any responsibility for the failure of potential bidders to obtain all bid documents before submitting a bid. All addenda will form part of the Contract Documents.

When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable Bid preparation time.

16. Environmental Considerations

The Municipality may seek to purchase recycled and/or environmentally sensitive products where practical and effective.

Where appropriate, the integration of environmental considerations into Invitations may be noted in the specifications; the specifications will identify these considerations to ensure that suppliers have a full understanding of the conditions to be met.

17. Warranty & Warranty of Title

The Bidder must describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods.

If the Bidder provides any additional/ supplementary warranty coverage, describe this as well.

If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Bid price unless the Invitation specifically states that the upgrade is a mandatory requirement.

If local service is a requirement of the Invitation, describe the means by which this will be accomplished, i.e. by "own forces" or through a contractual arrangement with a third party (which must be identified - see Section 20 "Subcontractors and Consortium Bids").

Title to all materials and equipment shall be furnished free and clear of all liens, charges or other encumbrances.

18. No Restriction on Fair Use

The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Bidder agrees to indemnify and save harmless the Municipality from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark, or other right.

19. Subcontractors and Consortium Bids

The use of a Subcontractor is permitted, and encouraged where this will result in skills and technology transfer to the Municipality.

Names of all Subcontractors and/or Consortium members, and the services they will provide, must be listed on or attached to the Bid, if requested.

If a Consortium Bid is being submitted, one of the Bidders must be prepared to take overall responsibility for successful provision of the goods or services, and this must be defined in the Bid. Failure to do so may result in disqualification of the Bid.

"Own Forces" may only be named as Subcontractors when the Bidder is equipped to carry out and normally carries out the work noted.

If Subcontractors (including "own forces") are named, work must be carried out by the named forces and substitution of others will not be allowed without prior approval of the Municipality.

20. Right to Reject; Financial Stability; Non-Compliance

Failure to comply with any of the mandatory terms or conditions contained or referenced in the Invitation documents may result in the rejection of the Bid.

All of the terms, conditions and/or specifications stated or referenced in the Invitation are assumed to be accepted by the Bidder and incorporated in the Bid.

Bidders may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Invitation requirements. The Municipality reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

The Municipality reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Municipality will be the sole judge of whether a Bid is accepted or rejected.

The Municipality reserves the right to split an award amongst Bidders as deemed in the best interests of the Municipality.

21. Cancellation; No Award

Issuing an Invitation implies no obligation on the Municipality to accept any Bid, or a portion of any Bid submitted. **The lowest or any Bid may not necessarily be accepted**.

Invitations may be cancelled in whole or in part without penalty, when a) the price Bid exceeds the funds allocated for the purchase; b) there has been a substantial change in the requirements after the Invitation has been issued; c) information has been received by the Municipality after the Invitation has been issued that the Municipality feels has substantially altered the procurement; or d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.

If no compliant Bids are received in response to an Invitation, the Municipality reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The Municipality will be the sole judge of whether there is sufficient justification to cancel any Invitation.

No action or liability will lie or reside against the Municipality in its exercise of its rights under this section.

22. Governing Laws and Trade Agreements

Unless the Invitation documents specifically state otherwise, the Invitation, all Bids, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Invitation was issued.

Invitations subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, or any other inter-provincial agreement, will be specifically identified as such in the public notice and/or the Invitation documents.

Copies of any applicable trade or procurement agreements and/or legislation can be obtained by contacting the Municipality.

Bidders agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province of Nova Scotia.

The Municipality may consider and evaluate any Bids from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar Bid from a supplier located in this Province. The Municipality will be the sole judge of whether these conditions will be used and the extent to which they will be applied.

Vendors registered to do business in any Atlantic Province can bid on Invitations issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.

Under Canadian law (and international agreements), your Bid must be arrived at separately and independently, without conspiracy, collusion or fraud; see **http://www.competitionbureau.gc.ca/internet/index.cfm** for further information.

23. Confidentiality and Freedom of Information

All Bids submitted become the property of the Municipality. By submitting a Bid, the Bidder hereby grants the Municipality a license to distribute, copy, print or translate the Bid for the purposes of the Invitation. Any attempt to limit the Municipality's right in this area may result in rejection of the Bid.

Bidder's Bid package may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. The Municipality cannot guarantee the confidentiality of the complete content of any Bid after the procurement has been awarded to the successful Bidder.

During the delivery and installation of goods and/or services, the Bidder or Bidder's staff may have access to confidential information belonging to the Municipality. Should this occur, the Bidder must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or the Bidder's disqualification from any further Invitations issued by the Municipality.

The Municipality is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for the Municipality and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. For more information on this Act please click here.
*(**http://www.gov.ns.ca/just/IAP/governing_law.asp**)*

24. Enquiries and Contacts

In case of any dispute over the completeness, accuracy and/or interpretation of any Invitation documents, the versions of such documents held by the Municipality will be considered correct.

Information, offers, commitments or instructions obtained from any source other than the Municipality will not be binding on the Municipality.

Enquiries regarding the Invitation must be made to the contact(s) named in the Invitation documents (or their designates); quote the Invitation number on any correspondence.

If an envelope was included with the Invitation documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the closing time for receipt of Bids.

Enquiries and the responses given may be recorded and may be distributed to all other Bidders as Addenda. No response shall be binding on the Municipality unless made in writing.

All enquiries regarding the interpretation of these Terms and Conditions, general procurement policy or procedures must be made to the Municipality.

25. Accuracy of the Invitation; Right to Clarify

While the Municipality has tried to ensure accuracy in the Invitation, it is not guaranteed or warranted by the Municipality to be accurate, nor is it necessarily comprehensive or exhaustive.

The Municipality will assume that all Bidders have resolved any questions they might have about the Invitation and have informed themselves as to existing conditions and limitations, site restrictions, etc. before submitting their Bids.

Nothing in the Invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Invitation or its associated documents.

The Municipality reserves the right in its sole discretion to clarify any Bid after closing by seeking further information from that Bidder, without becoming obligated to clarify or seek further information from any or all other Bidders. However, Bidders are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

The Municipality and follows the Atlantic Standard Terms & Conditions for Goods and Services. Any discrepancy between this document and the Atlantic Standard Terms and Conditions; the Atlantic Standard Terms and Conditions shall prevail. Failure to comply with these Terms and Conditions could cause the Bidder's Bid to be disqualified.

26. Language

Unless specifically requested otherwise, all Bids, supporting materials, operation manuals and documentation must be in English, or both English and French.

27. Eligibility and Conflict of Interest

A Bid may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in the Municipality's opinion, give rise to a conflict of interest in connection with a project.

Bidders are cautioned that acceptance of their Bid may preclude them from bidding on subsequent phases where a conflict of interest may arise; Bidders should study the project implementation strategy to determine whether or not they plan to submit Bids on subsequent phases.

If the Bid covers the first phase of what may prove to be a multi-phased project, the successful Bidder on the initial phase may be permitted to bid on subsequent phases as long as, in the Municipality's opinion, no conflict of interest would be created in performance of the work by that Bidder.

Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Municipality's opinion, give rise to a conflict of interest in connection with this acquisition will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Invitation documents.

28. PROTECTION OF MUNICIPALITY AGAINST LAWSUITS

.1 Release

Except only and to the extent that the Municipality is in breach of Section 24 –*Confidentiality and Freedom of Information*, the Bidder now releases the Municipality from all liability for any Losses in respect of:

.1 any alleged (or judicially imposed) breach by the Municipality of the Tender (it being acknowledged and agreed that to the best of the parties' knowledge, the Municipality has no obligation or duty under the Tender which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

.2 any unintentional tort of the Municipality occurring in the course of conducting this Tender process;

.3 the Bidder preparing and submitting its Tender;

.4 the Municipality accepting or rejecting its Tender or any other submission;

.5 the manner in which the Municipality:

(a) reviews, considers, evaluates or negotiates any Tender,
(b) deals with or fails to deal with any Tender or Tenders, or
(c) decides to enter into a Contract or not enter into any Contract; and
(d) the bidder(s), if any, with whom the Municipality enters a Contract.

.2 Indemnity

Except only and to the extent that the Municipality breaches Section 24 –*Confidentiality and Freedom of Information,* the Bidder now indemnifies and will protect and save the Municipality harmless from and against all Losses, in respect to any claim or threatened claim by the Bidder or any of its Subcontractors or agents alleging or pleading.

.1 any alleged (or judicially imposed) breach by the Municipality or its officials or employees of the Tender (it being agreed to that, of the best of the parties' knowledge, the Municipality has no obligation or duty under the Tender which it could breach other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially),

.2 any unintentional tort of the Municipality or its officials or employees occurring in the course of conducting this Tender process, or

.3 liability on any other basis related to this Tender or the Tender process.

.3 Limitation

In the event that, with respect to anything relating to the Request for Tenders or this Tender process (except only and to the extent that the Municipality breaches 29.3 – *Limitation,* Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of Information*), the Municipality or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Bidder or its Subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Bidder or its Subcontractors or agents on any basis or legal principle of any kind, the Municipality liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

.4 Dispute Resolution

Any dispute relating in any manner to this Request for Tenders or the Tender process (except only and to the extent that the Municipality breaches Section 29.3 – *Limitation*, Section29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of information*, and also excepting any disputes arising between the Municipality and any bidder with whom the Municipality has entered a Contract) will be resolved by arbitration in accordance with the CCDC 40.

29. Survival/Legal Effect of Tender Contract

All of the terms of this Attachment A to this Form of Tender which by their nature require performance or fulfillment following the conclusion of the Tender process will survive such issuance and will remain legally enforceable by and against the Bidder and the Municipality.

AS EVIDENCE OF THE BIDDER'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A, THE BIDDER HAS EXECUTED AND DELIVERED THIS ATTACHMENT 'A', AS AN INTEGRAL PART OF ITS FORM OF TENDER IN THE MANNER AND SPACE SET OUT BELOW:

_____ _____

Authorized Signatory for the Bidder Date

_____

Print Name and Title

1. SALUTATION

To: Municipality of the County of Cumberland
Upper Nappan Service Centre
1395 Blair Lake Road
Upper Nappan, NS
B4H 3Y4

ATTENTION: Kellie Seaman
Procurement Officer

For: **T-MCC-2106 PARRSBORO WATERLINE REPLACEMENT – LAYTON STREET**

From: _____

_____

_____

2. TENDERER DECLARES:

That this tender was made without collusion or fraud.

That he has carefully examined the proposed work; familiarized himself with local conditions, including labor conditions; carefully examined the Contract Documents and taken all the foregoing into consideration in preparation of this Tender.

That addenda numbers _____ to _____ inclusive were carefully examined.

3. TENDERER AGREES:

To enter into a contract to supply all labour, material and equipment and to do all work necessary for the price stated in Subsection 4 here under, Schedule of Quantities and Unit Prices.

That this Tender is valid for acceptance for 90 days from Tender Closing.

To provide evidence of ability and experience with the Tender, 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.

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.

That if certified cheque is forfeited, Owner will retain the 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.

That the Contract Documents include:

.1 Standard Specifications for Municipal Services listed in Table of Contents, latest revision.

.2 Project Documents
- .1 Section 00 41 43 Tender Form
- .2 Section 00 53 43 Form of Agreement
- .3 General Conditions of the Civil Work Contract
- .4 Section 00 73 00 Supplementary General Conditions of the Civil Work Contract
- ,5 Supplementary Specifications
- .6 Section 01 22 00 Measurement and Payment
- .7 Drawings

Dwg No.	Title
C001	Overall Site Plan
C200	Layton Street
C400	Details
C401	Details

.3 Addenda as issued and as confirmed in 2. Tenderer Declares.

4. QUANTITIES AND MEASUREMENT

The quantities shown in the Form of Tender - Schedule of Quantities and Unit Prices are estimated.

Measurements for the actual quantities used to determine payments and Contract Price shall be in accordance with the section Measurement and Payment.

5. SCHEDULE OF QUANTITIES AND UNIT PRICES

ITEM NO	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Pipe and Connections				
	.1 150 mm dia. water main	m	200		
	.2 Water Service Lateral Replacement	Ea	9		
2	Fire hydrants	Ea	1		
3	Direct Buried Valves				
	.1 150 mm Gate Valve	Ea	1		
4	Roadway Resurfacing (Provisional)				
	.1 Repair Over Trench Excavation – Section 2/C400	m^2	600		
	.2 Roadway Resurfacing – Section 4/C400	m^2	1,200		
	.3 Gravel Reinstatement	m^2	600		
5	Trench Excavation - Unsuitable (Provisional)	m^3	20		

SUBTOTAL (Excluding HST) $ _____

HST $ _____

TOTAL $ _____

6. PROJECT COMPLETION

Tenderer agrees that all work will be completed on or before October 29, 2021.

Start Date: _____

Finish Date: _____

7. SIGNATURES

DATED THIS ____ DAY OF_____, 2021.

[Seal]

_____
Full Name of Firm Tendering

_____
Signature of Signing Officer

_____ _____
Witness Name and Title (Printed)

_____ _____
Witness 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.

This Agreement made on the _____ day of _____ in the year 2021.

BY AND BETWEEN

MUNICIPALITY OF THE COUNTY OF CUMBERLAND
hereinafter called the "Owner"

and

_____
hereinafter called the "Contractor"

Witnesses that the parties agree as follows:

1. **THE WORK**

The Contractor shall:

.1 perform the Work required by the Contract Documents for **T-MCC-2106 Parrsboro Waterline Replacement – Layton Street** for which the Agreement has been signed by the parties and

.2 do and fulfil everything indicated by this Agreement, and

.3 commence the work by the _____ day of _____ in the year 2021 and attain Substantial Performance of the work as certified by the Engineer by the _____ day of _____ in the year _____.

2. **THE ENGINEER**

The Engineer is Jon Eppell, P. Eng. or as designated.

3. **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 4. Contract Documents of the Agreement.

4. CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in subsection 1.1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

.1 Standard Specifications for Municipal Services, latest revision.

.2 Project Documents:

- .1 Section 00 41 43 Tender Form
- .2 Section 00 53 43 Form of Agreement
- .3 General Conditions of the Civil Work Contract
- .4 Section 00 73 00 Supplementary General Conditions of the Civil Work Contract
- .5 Supplementary Specifications

.6 Section 01 22 00 Measurement and Payment

.7 Drawings

Dwg No.	Title
C001	Overall Site Plan
C200	Layton Street
C400	Details
C401	Details

.7 Addenda _____ through _____ .

5. QUANTITIES AND MEASUREMENT

.1 The quantities shown in the Form of Tender - Schedule of Quantities and Unit Prices are estimated.

.2 Measurements for the actual quantities used to determine payments and Contract Price shall be in accordance with the section Measurement and Payment.

6. CONTRACT PRICE

.1 The Contract Price shall be the sum of the products of the actual 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 Form of Tender together with any adjustments that are made in accordance with the provisions of the Contract Documents.

.2 The Estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the Form of Tender.

.3 The Estimated Contract Price is:

ITEM NO	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Pipe and Connections				
	.1 150 mm dia. water main	m	200		
	.2 Water Service Lateral Replacement	Ea	9		
2	Fire hydrants	Ea	1		
3	Direct Buried Valves				
	.1 150 mm Gate Valve	Ea	1		
4	Roadway Resurfacing (Provisional)				
	.1 Repair Over Trench Excavation – Section 2/C400	m^2	600		
	.2 Roadway Resurfacing – Section 4/C400	m^2	1,200		
	.3 Gravel Reinstatement	m^2	600		
5	Trench Excavation - Unsuitable (Provisional)	m^3	10		

SUBTOTAL (Excluding HST) $ _____

HST $ _____

TOTAL $ _____

7. PAYMENT

.1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.

.2 The total payment shall be the Contract Price as defined in subsection 6 - Contract Price, of the Agreement.

.3 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.

.4 The amount of the monthly payments shall be calculated as follows:

- .1 The quantity of each pay item on which actual work has been performed shall be measured.
- .2 For each item this quantity shall be multiplied by the ratio of the work completed to the work required under Measurement and Payment.
- .3 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 6.4.2 of this section.
- .4 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 6.4.3 of this section.

.5 The last day of the payment period shall be the last calendar day of the month.

.6 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 **General Conditions**, subsection GC14- CERTIFICATES AND PAYMENTS.

.7 Upon Total Performance of the 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 720 - General Conditions, subsection GC14 - CERTIFICATES AND PAYMENTS.

.8 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 **General Conditions,** subsection GC 20 -INSURANCE in the Supplementary Specifications.

.9 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.

8. RIGHTS AND REMEDIES

.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

.2 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.

9. RECEIPT OF AND ADDRESSES FOR NOTICES

.1 Communications in writing between the parties or between them and the Engineer shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, or if sent by post or by telegram, to have been delivered within five (5) working days of the date of the mailing, dispatch or of delivery to the company when addressed as follows:

.2 The Owner at
Director, Engineering and Operations at Nappan Service Centre, 1395 Blair Lake Road, Upper Nappan, NS, B4H 3Y4

.3 The Contractor at
_____

10. SUCCESSION

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 enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

11. ASSIGNMENT

Neither party to the Contract shall assign the Contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

14. TIME

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

15. SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

Municipality of the County of Cumberland	_____
OWNER	**CONTRACTOR**
Mr. Greg Herrett, CAO	_____
name and title	name and title
_____	_____
signature	signature
_____	_____
witness	witness
_____	_____
name and title	name and title

(Where either the Owner or Contractor calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, parties to this Agreement, should be attached.)

THESE SUPPLEMENTARY GENERAL CONDITIONS AMEND THE DEFINITIONS AND GENERAL CONDITIONS

DEFINITIONS

1. Page 2, after definitions for Project, add new definitions for ProjectDocuments as follows:

   Project Documents
   Project Documents are those documents prepared to supplement the Standard Specifications for the Work on a specific Project. Where applicable, they consist of the Information for Tenderers, Tender Form,Form of Agreement, Supplementary Specifications, drawings and addenda.

2. Page 3, after definitions for Specifications, add new definitions forStandard Specification 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.

3. Page 3, after definitions for Supplemental Instruction, add new definitions for Supplemental Specifications as follows:

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

4. Where the term "Consultant" is used throughout the General Conditions,revise to read "Engineer".

5. Page 6, delete Definition 7 and replace with the following new definition:

   "7. The Contract Price shall be the sum of the products of the actualfinal quantities that are incorporated in, or made necessary by theWork, 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 Harmonized Sales Tax."

SECTION 00 72 45 - GENERAL CONDITIONS OF CONTRACT

1. GC 2.4 – DEFECTIVE WORK

Page 11, clause 2.4.3, add the following sentence at the end of the clause:

"If the Engineer determination is not accepted by either party, then thematter shall be settled in accordance with the requirements of Part 8 ofthe General Conditions – DISPUTE RESOLUTION."

2. GC 3.7 – LAYOUT OF THE WORK

Page 13, delete clause 3.7.1 in its entirety and replace with the following:

"3.7.1 The Contractor shall have all reference points established onsite by a licensed surveyor, at the place of the Work, at no additional cost to the Owner."

3. GC 3.11 – SHOP DRAWINGS

Page 14, clause 3.11.4, delete second sentence and replace to read:

"Contractor shall prepare and jointly review with Engineer, a schedule ofdates for submission of shop drawings."

4. GC 5.4 – BASIS OF PAYMENT FOR COST PLUS WORK

Page 16, after clause 5.4.2, add the following:

"5.4.3 The percentage fee as stated in clause 5.4.1 shall be ten percent (10%) of the cost plus work, but shall not be appliedto the cost of construction equipment when such cost is basedon rates which already include overhead and profit."

5. GC 5.6 – PROGRESS PAYMENT

Page 18, in clause 5.6.1, line 1, change "5 working days" to read "10calendar days" and in line 2, change "GC5.2" to read "GC 5.5".

Page 18, delete clause 5.6.2 in its entirety and replace with the following:

"5.6.2 The Owner shall make payment to the Contractor on account asprovided in Article A-5 of the Agreement – PAYMENT on or before twenty (20) calendar days after the later of:
.1 receipt by the Engineer of the application for

payment; or
.2 the last day of the monthly payment period covered by theapplication for payment."

Page 18, after clause 5.6.3, add the following additional clause:

"5.6.4 The Contractor shall agree interim quantities with the Engineer for the purposes of progress payment claims, prior tosubmission of progress payment application.

"5.6.5 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 becomedue and payable and shall furnish the Engineer with proof of payment of such accounts in such form and as often as the Engineer may request."

6. GC 5.7 – SUBSTANTIAL PERFORMANCE OF THE WORK

Page 18, after clause 5.7.4, add the following additional clause:

"5.7.5 Fifteen (15) days before the Contractor submits the application for Substantial Performance of the Work, all Operations and Maintenance Manual materials shall be submittedto the Engineer in accordance with the Contract Documents. TheCertificate of Substantial Performance will not be issued until the Engineer received the required documents."

7. GC 5.8 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Page 18, clause 5.8.1.2, first line change "sworn or affirmed statement"to read "Statutory Declaration on CCDC Form 9A, latest edition"

Page 18, after clause 5.8.1.2, add the following:

"5.8.1.3 Submit a clearance letter from the Workers' CompensationBoard.

5.8.1.4 All such documents shall be dated not earlier than the expiryof the lien period."

Page 18, clause 5.8.2, first line, change "sworn or affirmed statement"to read "Statutory Declaration on CCDC Form 9A, latest edition"

8. GC 5.10 – FINAL PAYMENT

Page 19, delete clause 5.10.1 in its entirety and replace with the following:

"5.10.1 When the Contractor considers that the Work is completed, the Contractor shall submit an application for final payment. The Contractor's application for final payment is considered to be valid when:

.1 Work has been completed in compliance with the ContractDocuments and the Engineer is satisfied that all the requirements of the Contract have been fulfilled by the Contractor.

.2 Defects have been corrected and deficiencies have beencompleted.

.3 Equipment and systems have been tested, adjusted and balanced and are fully operational and written reportsas outlined in the Contract Documents have been providedto the Engineer.

.4 Certificates required by utility companies, manufacturer's representative and inspectors have beensubmitted.

.5 Spare parts, maintenance materials, warranties and bondshave been provided.

5.10.2 If Work is deemed incomplete by the Engineer, complete outstanding items and request re-inspection.

5.10.3 If, in the opinion of the Engineer, it is not expedient to correct defective work or work is not performed in accordancewith the requirements of the Contract, the Owner may deductfrom the Contract Price the difference in value between work performed and that called for by the Contract Documents, the amount of which shall be determined by the Engineer."

Page 19, renumber existing clauses 5.10.2, 5.10.3 and 5.10.4 to 5.10.4,5.10.5, and 5.10.6 respectively. In renumbered clause 5.10.6, change "5 working days" to read "20 calendar days".

9. GC 6.2 – CHANGE ORDER

Page 20, add new clause 6.2.4 as follows:

"6.2.4 If the method of adjustment of the Contract Price presented bythe Contractor is a lump sum or a unit price quotation as indicated in 6.2.2.2, the mark-up on changes shall be as follow:

.1 Work performed by Contractor's own forces: cost plus tenpercent (10%) overhead plus ten percent

(10%) fee.

.2 Work performed by Subcontractor's forces: cost plus tenpercent (10%) overhead plus five percent (5%) fee.

10. GC 6.3 – CHANGE DIRECTIVE

Page 21, in clause 6.3.8, add the following sentence at the end of theparagraph:

"If such determination by the Engineer is not accepted by either party, then the decision shall be made in accordance with Part 8 of the GeneralConditions – DISPUTE RESOLUTION."

11. GC 6.5 – DELAYS

Page 21, clause 6.5.2, delete last sentence of paragraph and replace withthe following sentence:

"The Contractor will not be reimbursed by the Owner for costs incurred bythe Contractor as a result of such delay."

12. GC 9.5 – CONSTRUCTION SAFETY

Page 22, after GC 9.5.1, add the following:

"9.5.2 W.H.M.I.S. – Workplace Hazardous Materials Information Systems& Hazardous Products Act – Government of Canada Regulations under the Hazardous Products Act and the regulation regarding the handling and storage of hazardous materials must be complied with (reference: Regulation 88-221). These regulations stipulate that employees must be trained in the proper handling of workplace hazardous material."

13. GC 10.1 – TAXES AND DUTIES

Page 28, after clause 10.1.2, add the following:

"10.1.3 The Contractor shall indicate on each application for payment,as a separate amount, the appropriate Harmonized Sales Tax that the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified forpayment under the Contract."

14. GC 10.2 – LAWS, NOTICES, PERMITS AND FEES

Page 28, delete paragraph 10.2.2 and replace with the following:

"10.2.2 The Contractor shall obtain the permits, including (if required) the permit for Breaking of Soil of Highways from the Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR); 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."

Page 28, in paragraph 10.2.3, add new sentences to end of paragraph asfollows:

"Various jurisdictions have requirements for posting non-refundable feesbefore excavations are carried out within public rights-of-way. The Contractor is responsible for the determination of the requirement foreach specific project and for any required deposits."

15. GC 11.2 - CONTRACT SECURITY

Page 31, delete GC 11.2.1 in its entirety and replace with the following:

"11.2.1 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 AmountPayable or an Irrevocable Letter of Credit in the amount of20% of the Total Amount Payable. The Irrevocable Letter of Credit shall be issued by a certified financial institutionfor 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 costof the project will exceed the Total Amount Payable by morethan 10%, the Contractor shall arrange to have his bonds orIrrevocable Letter of Credit reissued, based on the projectedfinal cost."

Page 31, add new clause GC 11.2.3 as follows:

"11.2.3 The Contract Security will be retained until the expirationof the Warranty Period."

16. GC 12.3 – WARRANTY

Page 22, add new clause GC 12.3.7 as follows:

"12.3.7 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 Engineer's acceptance of the workof repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said year. Thisclause shall not apply to normal operation maintenance, which shall be carried out by the Owner."

17. Add new GC as follows:

GC 13 - EASEMENTS

.1 The acquisition or obtaining of easements in respect of the lands comprising the Site will be effected by the Owner.

.2 If the Contractor deems it advisable to acquire the right or rights touse, enjoy or occupy any additional or adjacent land or lands in orderto facilitate the execution of the Works, the Contractor shall obtain such right or rights at own expense and shall, at all times, indemnifyand save harmless the Authority from any and all claims arising from theacquisition of such right or rights or the use, enjoyment or occupancyof such lands or land.

INTENT OF THE SUPPLEMENTARY SPECIFICATIONS

.1 The Work of this Contract is to be constructed in accordance with theStandard Specifications for Municipal Services (2019 Revision) as developed and published by the Nova Scotia Road Builders Association - Consulting Engineers of Nova Scotia and the Joint Committee on Contract Documents, except as modified herein.

.2 These Supplementary Specifications modify the specification sections towhich they refer.

.3 The Supplementary Specifications take precedence over the Specificationto which they refer.

SECTION 00 21 00 – INFORMATION TO TENDERERS

Delete Section 00 21 00 in its entirety and replace with new section attached.

SECTION 00 41 43 – TENDER FORM

Delete Section 00 41 43 in its entirety and replace with new section attached.

SECTION 00 53 43 – FORM OF AGREEMENT

Delete Section 00 53 43 in its entirety and replace with new section attached.

SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS

Delete Section 00 73 00 in its entirety and replace with new section attached.

SECTION 01 10 00 - GENERAL REQUIREMENTS

Page 1, delete subsection 2 and replace with the following:

2. SUMMARY OF WORK .1 The project is located on Layton street in Parrsboro, Nova Scotia. The Work consists of the supply and installation of new watermain complete with valves, laterals, services connections as well as connections to existing system; reinstatement of roadway surface (provisional) and underlying gravels, and the

supply, maintenance and subsequent removal of temporary environmental protection including sediment control fences. Provisional items may or may not proceed at the Municipality's sole discretion.

Page 1, delete subsection 4 and replace with the following:

4. SETTING OUT THE WORK

.1 Set out the Work. Before the work of the Contract starts the Engineer will once only provide sufficient reference points to identify the site on the ground and maintain these, or re-establish themas required by a licenced surveyor as indicated in Section 00 73 00, clause 3.7.1, during the Contractperiod. Reference points to identify the site on the ground are provided on Project Drawings.

Page 2, delete subsection 7.1 and replace with the following:

7.1 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 incorporatedinto the Works. This review of Shop Drawings by Engineer is for the sole purpose of ascertaining conformance with the general design concept. Thisreview 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 shallnot 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 Contractoris 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 isnot 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

tocause 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 andother characteristics in sufficient detail to permit the Engineer to evaluate the suitability ofthe articles for the use intended.

.5 Make corrections required by the Engineer as noted,and resubmit corrected copies to the Engineer forreview before fabrication.

.6 The Engineer will mark comments on one (1) copy ofeach drawing or document submitted and will returnthis 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 inthose 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 ofidentification.

Page 3, add new subsection 8.3 as follows:

.3 Record Drawings:

.1 After award of Contract, Engineer will provide a three hard copies and one electronic Autocad file for purpose of maintaining record drawings. Accurately record deviations from Contract Documents caused by site conditions and changes orderedby Engineer.

.2 Identify drawings as "Project Record Copy".Maintain in new condition and make availablefor inspection on site by Engineer.

.3 On completion of Work and prior to final inspection, submit record documents to Engineer.

Page 5, add new subsection 12.6 as follows:

.6 Maintain one way traffic flow at all times.

Page 7, after subsection 16, add new subsections as follows:

17. PHOTOGRAPHS

.1 Prior to commencement of the Works, the Engineer may arrange for photographs to be taken of the siteand those properties adjacent to the site.

.2 Accompany the Engineer during the taking of photographs to make any comments on the conditionsof the site or adjacent properties.

.3 Engineer will retain photographs, together with awritten report, on the condition of existing roads,sidewalks, trees, lawns, and adjacent properties asdetermined by mutual agreement as a record of existing conditions prior to the start of the Work.

18. UTILITIES

.1 Do not operate valves, electrical and telephone controls on existing utility systems.

.2 Apply to the utility having jurisdiction for permission to operate such systems if it becomes necessary, and only operate such system in accordance with and in the presence of a representative of the utility company affected.

.3 Include an amount in the contract price to cover the cost of having a utility company representative present when the Work passes under or in close proximity to underground cables, structures or utility poles.

.4 Provide a letter from the utility affected stating that any services damaged during construction have been repaired to the utility company's approval.

SECTION 01 22 00 – MEASUREMENT AND PAYMENT

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

SECTION 01 57 00 - ENVIRONMENTAL PROTECTION

Page 1, add new subsections 1 and 2 as follows, and renumber subsequent subsections:

1. WORK INCLUDED

.1 This section specifies requirements for providing temporary erosion and sedimentation control measures, if required or directed.

2. RELATED WORK

.1 Earthwork: Section 31 20 00

Page 3, add new subsection 8.4 as follows:

.4 When required, erosion and sediment control plans to be submitted for approval of Nova Scotia Environment (NSE) and the Owner prior to start of construction and should be reviewed at the project pre-construction meeting.

SECTION 31 20 00 - EARTHWORK

Page 3, add new subsections 1.6 and 1.7 as follows:

1.6 EXISTING STRUCTURES AND UNDERGROUND SERVICES

.1 Furnish temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers, power lines and other existing site items affected by the Works. Notify Engineer before altering or supporting an existingstructure.

.2 Restore, upon completion of the Work, structures that have been disturbed.

.3 Proceed with caution in excavation and preparationof 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 unreasonablyinterfere with flow of sewage or water in any existing sewer or drain. Do not jeopardize the public health in any way. Wherever sanitary sewageis pumped or diverted, it shall be carried entirelyin closed pipes. Temporary diversion of sanitary sewage through open channel shall not be permitted.

.5 Whenever it is necessary to explore and excavate todetermine the location of existing underground utility structures, make such examination and excavation at no additional cost to the Contract.

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

.1 Selected Backfill: common material from site excavation, free from stumps, trees, roots, sod,organics, rocks, boulders, masonry and any otherdeleterious materials. Material to be well

graded having a maximum particle size not exceeding 150mm with 40% to 60% of the material retained on 75mm sieve.

Page 6, delete subsection 2.1.5 and replace with the following:

.5 Gravels: Crushed and screened rock. Material shall consist of hard and durable stone particles meeting the physical requirements of Division 3, Section 2 of the Nova Scotia Transportation and Public Works Standard Specification for Highway Construction and Maintenance. Gradation shall be dense, well graded and as follows:

Page 6, delete subsection 2.1.8 and replace with the following:

.8 Pipe bedding material: type 1 gravel, as specified.

Page 6, add new subsection 2.1.10 as follows:

.10 Insulation: Below grade insulation: extruded, closed cell, cellular foamed polystyrene to CAN/ULC S701, Type 3, thickness indicated, shiplapped edges.

.1 Acceptable product: Styrofoam SM by Dow Chemical Canada Inc., Celfort 300 as manufactured by Owens Corning, or approved equivalent.

Page 7,add new subsection 3.1.15 as follows:

.15 Leave hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes, manhole covers and other utility controls unobstructed and accessible at all times.

Page 7, delete subsection 3.4 in its entirety. Blasting will not be permitted. Remove rock, if encountered, by mechanical means.

Page 9, delete subsection 3.7.7.3 and replace as follows:

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

Page 11, add new subsection 3.11.3 and 3.11.4 as follows:

.3 Proof roll subgrade in presence of Geotechnical Engineer to determine if the surge rock is requiredunder the sub-base gravels. Over

excavate any soft spots and backfill with compacted approved granularfill. Place granular sub-base after subgrade is inspected and approved by Engineer.

.4 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.

.1 Tests will be conducted every 50 feet left,right and centre on the subgrade base and sub-base material.
.2 They will provide both the Contractor and the Engineer one (1) copy of Test Reports each.
.3 Contractor will be responsible to coordinatetesting with the Geotechnical Engineer.

Page 11, add new subsections 3.12 and 3.13 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 Municipality of Cumberland.

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.

SECTION 32 98 00 - REINSTATEMENT

Page 1, delete subsection 2.1.1 and replace with the following:

2.1 MATERIALS

.1 Gravel: Type indicated as specified in Section 31 20 00.

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 andas detailed on the Drawings.

SECTION 39 00 00 – STANDARD DETAILS

Delete Standard Details as applicable and replace with new details on the Drawings.

MEASUREMENT AND PAYMENT

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 contractand in combination for all work necessary to complete the Work as a whole.

2. **Include all of the following as required where individual quantities are not provided in the Tender Form: mobilization, demobilization, traffic control,location of in-ground services by external utilities and coordination of workby external utilities (NSPI, Aliant, etc.), environmental protection, protection of existing trees, clearing, grubbing, common excavation, shoring, dewatering, backfilling, bedding, compaction, disposal of surplus materials, protective coatings, thrust blocks, anodes, mechanical joint restraints, marker tape, reinstatement of all disturbed surfaces with matching materials and thicknesses, temporary potable water service, 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 ofQuantities 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 coverall costs of surety, mobilization, 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 specificallyfor 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 inSection 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.

.1. Pipe and Connections

.1 150mm dia. Water Main

Unit of Measurement: metre (m)

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

This item includes: locating existing main and supply and installation of pipe, fittings, and insulation as required.

.2 Water Service Lateral Replacement

Unit of Measurement: Each (Ea)

This item includes: replacement of existing water lateral between watermain and curb stop, disconnection from old curb stop and connection to curb stop and new watermain.

2. Fire Hydrants

Unit of Measurement: Each (Ea)

This item includes: removal of existing hydrant, valves, and piping and supply and installation of new hydrant complete with lead, gate valve andvalve box, fittings, and all incidentals for a complete connection to watermain.

3. Direct Buried Valves

Unit of Measurement: Each (Ea)

This item includes: removal of existing gate valve and the supply and installation of replacement gate valves where shown on the Project Drawings.

4. Roadway Resurfacing (Provisional)

Unit of Measurement: square metre (m^2)

Method of Measurement: slope measure of indicated area.

.1 Repair Over Trench Excavation – Section 2/C400

This item includes: supply, placement and compaction of bedding gravel and asphalt to match existing top of asphalt elevation including tack coat.

.2 Roadway Resurfacing – Section 4/C400

This item includes: excavation, supply, placement and compaction of bedding gravel and asphalt to match existing top of asphalt elevation (Eastern Avenue, Willow Street and driveways) including tack coat.

.3 Gravel Reinstatement

This item includes: proof roll of subgrade, supply, placement and compaction of 240 mm gravel Type 1 to match existing top of asphalt.

5. Trench Excavation – Unsuitable (Provisional)

Unit of Measurement: cubic metre (m^3)

Method of Measurement: surface to surface volume method as confirmed by topographical survey readings taken before and after removal of unsuitablematerial.

This item includes: excavation and off Site disposal of unsuitable material as directed by the Engineer. This item also includes the supply and placement of type 2 gravel or surge rock to attain proper subgrade elevationas indicated on the Project Drawings.

NORTH

MILL STREET C300

EASTERN AVENUE C301

MILL STREET, EASTERN AVENUE & BEAVER DAM ROAD WATERMAINS SEE C300 SERIES FOR PLAN DRAWINGS

LAYTON STREET WATERMAIN SEE C200 FOR PLAN DRAWING

LAYTON STREET C200

HAWKS ROAD WATERMAIN SEE C100 SERIES FOR PLAN DRAWINGS

HAWKS ROAD C100

HAWKS ROAD C101

PLAN
1:5000

0 100 200 300 400 500m
1:5000

GENERAL NOTES

1. ALL ELEVATIONS ARE IN METRES TO CANADIAN GEODETIC DATUM. BENCHMARK FOR SURVEY IS N.S.H.P.M. #212709, LOCATED AT N5030363.930, E395385.431 (UTM20).
2. TOPOGRAPHIC INFORMATION IS FROM SURVEY COMPLETED BY CBCL LIMITED ON JUNE 7, 2019 AND RAYWORTH & ROBERTS SURVEYS LTD. ON JUNE 4, 2019.
3. PROPERTY LINE INFORMATION PROVIDED BY COUNTY OF CUMBERLAND AND IS APPROXIMATE ONLY.
4. HOUSE LOCATIONS SHOWN ARE FROM SATELLITE IMAGERY AND ARE APPROXIMATE ONLY.
5. EXISTING UTILITY INFORMATION, INCLUDING POSITION OF SERVICE LATERALS SHOWN, IS APPROXIMATE ONLY. CONTRACTOR TO CONFIRM LOCATION AND SIZE OF ALL EXISTING INFRASTRUCTURE AND NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN DESIGN AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE NOVA SCOTIA STANDARD SPECIFICATION FOR MUNICIPAL SERVICES (LATEST EDITION) AND TO THE PROJECT SPECIFICATIONS. WHEN CONFLICTS BETWEEN THE DOCUMENTS OCCUR, THE MORE STRINGENT SHALL APPLY AS DIRECTED BY THE ENGINEER.
7. INSTALL TEMPORARY CONSTRUCTION SIGNAGE IN ACCORDANCE WITH THE NOVA SCOTIA TEMPORARY WORKPLACE TRAFFIC CONTROL MANUAL (LATEST EDITION) AND IN ACCORDANCE WITH LOCAL CONSTRUCTION PRACTICES.
8. ARRANGE FOR AND PAY FOR ALL TEMPORARY SERVICES SUCH AS POWER, SANITARY SEWER AND WATER SUPPLY DURING CONSTRUCTION AS REQUIRED.
9. EXISTING OVERLAND WATER SERVICE FOR HAWKS ROAD NOT SHOWN AND IS TO REMAIN IN SERVICE DURING CONSTRUCTION. TO BE LOCATED AND PROTECTED FROM DAMAGE AND ANY DAMAGES ARE TO BE REIMBURSED. OVERLAND SERVICE TO BE TERMINATED BY THE COUNTY.
10. EXISTING WATERMAINS IN LAYTON STREET AND MILL STREET TO BE REMOVED AND DISPOSED OF OFF SITE.
11. ALL DISTURBED SURFACES IN LAYTON STREET AND MILL STREET AREAS OF WORK TO BE REINSTATED TO MATCH EXISTING CONDITION. IN HAWKS ROAD AREA OF WORK, TRAVELED AREAS TO BE REINSTATED WITH GRAVEL (SEE DETAIL 3–GRAVEL AREA REINSTATEMENT) AND OTHER DISTURBED SURFACES TO BE REINSTATED AS A GRASSED AREA (SEE DETAIL 5–GRASSED AREA REINSTATEMENT). GROOM FULL WIDTH OF HAWKS ROAD TRAVELLED AREAS TO PROVIDE A SMOOTH SURFACE AT COMPLETION OF THE PROJECT.
12. OBTAIN DATA NECESSARY FOR RECORD DRAWINGS (IE: ELEVATION DATA, NORTHINGS, EASTINGS, MARK–UP'S, ETC.). RECORD ALL NECESSARY INFORMATION PRIOR TO BURIAL OF SITE SERVICES.
13. THERE SHOULD BE A MINIMUM OF 450mm OF VERTICAL SEPARATION ON ALL CROSSINGS BETWEEN WATER AND SEWER LINES, WITH THE WATER LINE LOCATED ABOVE THE SEWER LINE. WHERE THE WATER LINE IS LESS THAN THIS VERTICAL SEPARATION AND LIES ABOVE THE SEWER OR WHERE THE SEWER CROSSES OVER THE WATERMAIN A FULL LENGTH OF CASING PIPE c/w LINK SEALS CENTERED OVER THE INFRINGEMENT AREA IS TO BE USED.
14. MAINTAIN A MINIMUM OF 500MM OF HORIZONTAL SEPARATION BETWEEN WATER AND SEWER LINES AND A MINIMUM OF 300MM OF HORIZONTAL SEPARATION BETWEEN SANITARY AND STORM SEWER LINES.
15. ALL VALVE CASINGS ARE TO BE INSTALLED FLUSH WITH THE TOP OF THE FINISHED SURFACES.
16. AN ELECTRONIC COPY OF THE LAYOUT IN AUTOCAD FORMAT WILL BE SUPPLIED, VERIFY ALL DIMENSIONS AND COORDINATES, AND REPORT ANY DISCREPANCIES TO ENGINEER PRIOR TO CONSTRUCTION.
17. WATER SERVICE LATERALS TO BE 19ø TYPE K COPPER UNLESS OTHERWISE NOTED.
18. PRIOR TO PLACING GRANULAR FILL, GEOTECHNICAL ENGINEER TO CONFIRM SUBGRADE IS SUITABLE.
19. CONTRACTOR TO SURVEY ELEVATION OF EXISTING ROCK (IF ENCOUNTERED) IN FIELD PRIOR TO ROCK EXCAVATION AND PROVIDE INFORMATION TO THE ENGINEER. A FINAL ROCK SURVEY IS TO BE CONDUCTED WHEN ROCK EXCAVATION IS COMPLETED.
20. CONTRACTOR TO PROVIDE EROSION AND SEDIMENT CONTROL.
21. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORKS AND TO COMPLY WITH ALL PERMIT REQUIREMENTS AND CONDITIONS. CONTRACTOR TO COMPLY WITH ALL APPLICABLE ENVIRONMENTAL GUIDELINES.
22. NOTIFY AND COORDINATE WITH RESIDENTS AND BUSINESSES POTENTIALLY AFFECTED BY DISRUPTIONS TO WATER SERVICE AND/OR DRIVEWAY ACCESS. ENSURE THAT DISRUPTIONS ARE MINIMAL AND RECTIFIED AS SOON AS POSSIBLE.

municipality of cumberland

No.	Description	Date	By
C	ISSUED FOR TENDER	AUG 02/19	AD
B	ISSUED FOR APPROVAL	JUL 09/19	AD
A	ISSUED FOR 90% REVIEW	JUN 20/19	AD

Revision or Issue

MUNICIPALITY OF CUMBERLAND

PARRSBORO – VARIOUS WATERMAINS

CIVIL

OVERALL SITE PLAN

CBCL LIMITED
Consulting Engineers

CBCL No	Contract No	Date	Scale
191014.00	T–MCC–1905	JUN 2019	AS NOTED

Designed	Drawn
AD	LM
Checked	Approved
JAB	JAB

REGISTERED PROFESSIONAL ENGINEER – PROVINCE OF NOVA SCOTIA – Aug 02/19 – A.D. DOYLE – 12193

Sheet No 1 of 8

Drawing No **C001**

DRAWING NAME: K:\PROJECTS\191014.00 PARRSBORO – VARIOUS WATERMAINS\20 CAD\01 CIVIL\04 DRAWING SHEETS\191014.00 – C01 SITEPLAN.DWG LAYOUT NAME: C001 PLOT DATE: August–02–19 11:11:23 AM CAD OPERATOR: LMACDONNELL

EASTERN AVENUE

EX. HYDRANT

EX. 250ø CAST IRON WATERMAIN

0+210

0+200

PROP. 150ø DR18 PVC WATERMAIN TO REPLACE EX. 150ø CAST IRON WATERMAIN. REMOVE EX. PIPING.

EX. PROPERTY LINE (TYP.)

EX. VALVE

0+180

0+160

0+140

0+120

0+100

0+080

0+060

0+040

0+020

0+000

CS

17

29

3919

41

30

67

58

72

78

LAYTON STREET

WILLOW STREET

EX. 150ø D.I. CL50 WATERMAIN

APPROX. LOCATION OF EX. 150ø CAST IRON WATERMAIN

APPROX. LOCATION OF EXISTING WATER LATERAL (TYP.) (NOTE 3) (DETAIL 10/C400)

REINSTATE ASPHALT (DETAIL 2/C400)

EX. HYDRANT, LATERAL AND VALVE TO BE REPLACED (DETAIL 13 & 15/C401)

LOCATION OF EX. VALVE TO BE REMOVED

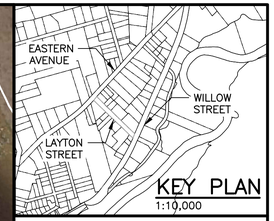
NEW VALVE (NOTE 4) (DETAIL 15/C401)

EX. VALVE

0 10.0 20.0 30.0 40.0 50.0m

1:500

NORTH



KEY PLAN
1:10,000

NOTES

1. REFER TO C001 FOR GENERAL NOTES.
2. CONTRACTOR TO PROVIDE TEMPORARY WATER.
3. LATERALS TO BE DISCONNECTED FROM EXISTING MAIN AND RE-CONNECTED TO PROPOSED WATERMAIN.
4. VALVE AND WATERMAIN CONNECTING THE VALVE TO THE TEE ON WILLOW STREET TO BE REPLACED PRIOR TO ANY OTHER WORK ON LAYTON STREET. DURATION OF DISRUPTION OF WATER SERVICE TO BE MINIMIZED DURING THE ISOLATION OF THE LINE AND REPLACEMENT OF THE VALVE.

LEGEND

- PROPERTY LINE (EX.)
- WATERMAIN (EX.)
- WATERMAIN (PROP.)
- LATERAL (PROP.)
- CS — CURB STOP (EX.)
- GATE VALVE (EX.)
- GATE VALVE (PROP.)
- WATERMAIN FITTINGS (EX.)
- WATERMAIN FITTINGS (PROP.)
- WATERMAIN BENDS (EX.)
- WATERMAIN BENDS (PROP.)
- FIRE HYDRANT (EX.)
- FIRE/YARD HYDRANT (PROP.)

municipality of cumberland

No.	Description	Date	By
C	ISSUED FOR TENDER	AUG 02/19	AD
B	ISSUED FOR APPROVAL	JUL 09/19	AD
A	ISSUED FOR 90% REVIEW	JUN 20/19	AD

Revision or Issue

MUNICIPALITY OF CUMBERLAND

PARRSBORO – VARIOUS WATERMAINS

CIVIL

LAYTON STREET

CBCL LIMITED
Consulting Engineers

CBCL No	Contract No	Date	Scale
191014.00	T-MCC-1905	JUN 2019	1:500

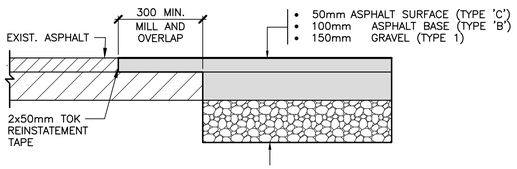
Designed	Drawn
AD	LM
Checked	Approved
JAB	JAB

REGISTERED PROFESSIONAL ENGINEER PROVINCE OF NOVA SCOTIA — Aug 02/19 — J. A. BOOLE — 12193

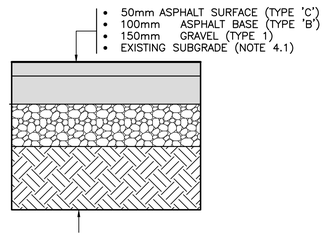
Sheet No 4 of 8

Drawing No **C200**

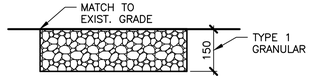
DRAWING NAME: K:\PROJECTS\191014.00 PARRSBORO – VARIOUS WATERMAINS\20 CAD\01 CIVIL\03 DESIGN FILES\191014.00 BASEPLAN-UPDATED.DWG LAYOUT NAME: LAYTON ST PLOT DATE: August-02-19 11:12:31 AM CAD OPERATOR: LMCDONNELL



1 DETAIL—ASPHALT TIE IN TO EXISTING
1:10



2 DETAIL—ASPHALT ROAD REINSTATEMENT
1:10



3 DETAIL—GRAVEL AREA REINSTATEMENT
1:10

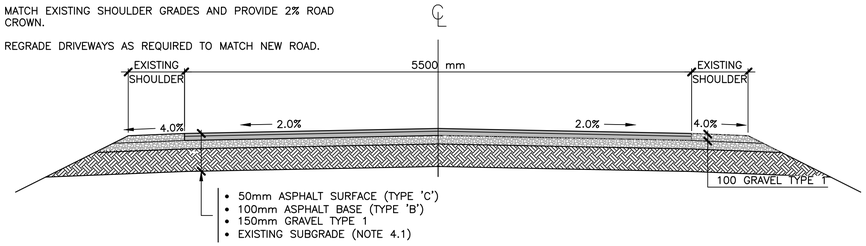
NOTES:
4.1 CONTRACTOR TO PROOF ROLL EXISTING SUBGRADE IN THE PRESENCE OF A GEOTECHNICAL ENGINEER PRIOR TO PLACING GRANULARS.

4.2 ROAD TO BE REINSTATED TO MATCH EXISTING CONDITION, INCLUDING LINE PAINTING.

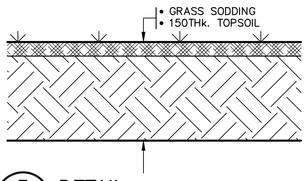
4.3 ROAD WIDTHS ARE APPROXIMATE AND ARE TO BE VERIFIED.

4.4 MATCH EXISTING SHOULDER GRADES AND PROVIDE 2% ROAD CROWN.

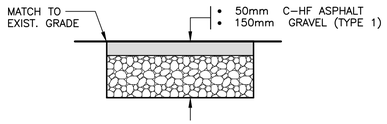
4.5 REGRADE DRIVEWAYS AS REQUIRED TO MATCH NEW ROAD.



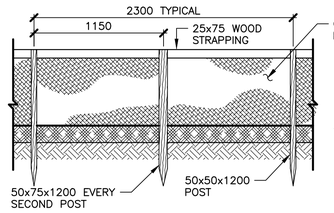
4 SECTION—ASPHALT ROAD REINSTATEMENT—CROSS SECTION
1:50

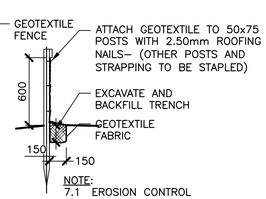


5 DETAIL—GRASSED AREA REINSTATEMENT
1:5



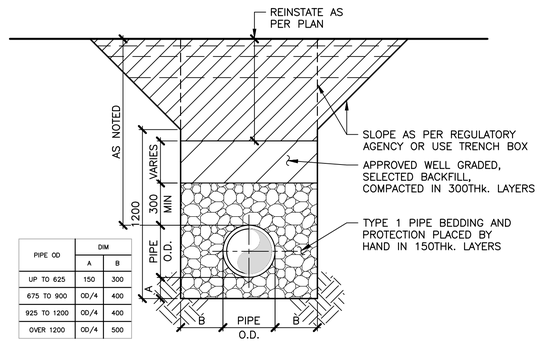
6 DETAIL—ASPHALT DRIVEWAY REINSTATEMENT
1:10





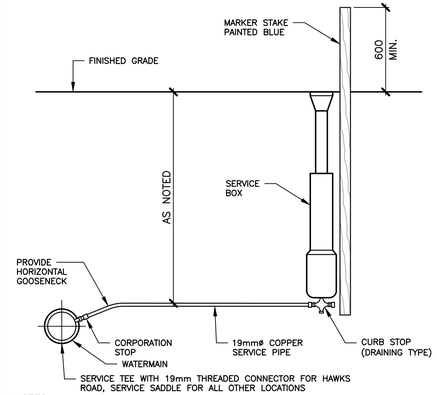
NOTE:
7.1 EROSION CONTROL MEASURES AROUND PERIMETER OF EACH SITE TO INCLUDE SILT FENCE

7 DETAIL—SEDIMENT CONTROL FENCE
1:25



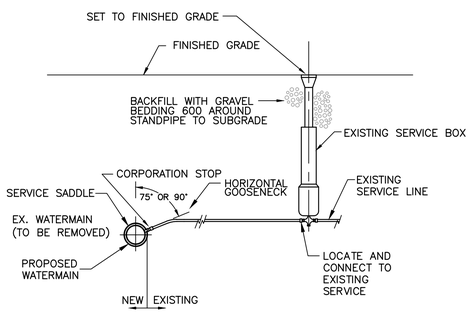
PIPE OD	DIM	
	A	B
UP TO 625	150	300
675 TO 900	OD/4	400
925 TO 1200	OD/4	400
OVER 1200	OD/4	500

8 DETAIL—TYPICAL TRENCH FOR ONE PIPE
1:20



NOTES:
9.1 SERVICE CONNECTIONS SHALL BE FITTED WITH ZINC ANODES. (DETAIL 12)

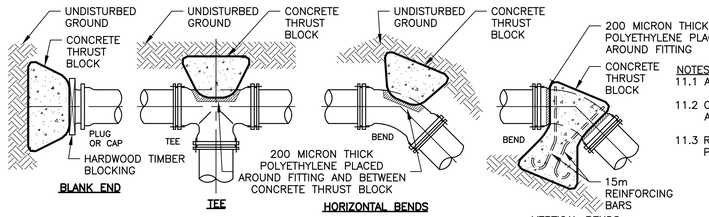
9 DETAIL—NEW WATER SERVICE CONNECTION
1:20



NOTES:
10.1 EXISTING SERVICE PIPE TO BE DISCONNECTED FROM THE EXISTING WATERMAIN AND RECONNECTED TO THE PROPOSED WATERMAIN.

10.2 SERVICE CONNECTIONS SHALL BE FITTED WITH ZINC ANODES. (DETAIL 12)

10 DETAIL—RECONNECTED WATER SERVICE TO NEW WATERMAIN
N.T.S.



NOTES:
11.1 ALL CONCRETE 25MPa

11.2 CONC. COVER TO BE MIN. 75 OVER BARS AND FITTINGS.

11.3 REINFORCING BARS ARE TO BE PRESHAPED PRIOR TO INSTALLATION

MINIMUM CONTACT AREAS FOR CONC. THRUST BLOCKS

PIPE ø	AREA m² FOR SOIL SUPPORTING CAPACITY OF 100 kPa					
mm	CAP/PLUG	TEE	90° BEND	45° BEND	22.5° BEND	11.25° BEND
100	0.25	0.25	0.32	0.20	0.16	0.16
150	0.48	0.48	0.64	0.40	0.24	0.16
200	0.80	0.80	1.12	0.64	0.32	0.16
250	1.28	1.28	1.76	0.96	0.48	0.24
300	1.76	1.76	2.56	1.44	0.72	0.40

MINIMUM DISTANCE FROM FITTING TO UNDISTURBED GROUND

PIPE ø mm	mm
100	450
150	450
200	450
250	600
300	750

VERTICAL THRUST BLOCKS THRUST COMPENSATED FOR BY MASS OF CONCRETE (m³)

PIPE ø mm	45° BEND	22.5° BEND	11.25° BEND
100	0.40	0.20	0.20
150	0.80	0.40	0.40
200	1.40	0.70	0.70
250	2.10	1.10	1.10
300	3.00	1.50	1.50

11 DETAIL—CONCRETE THRUST BLOCKS
N.T.S.

NOTES
1. FOR GENERAL NOTES SEE DRAWING C001.
2. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE NOTED.

municipality of cumberland

No.	Description	Date	By
C	ISSUED FOR TENDER	AUG 02/19	AD
B	ISSUED FOR APPROVAL	JUL 09/19	AD
A	ISSUED FOR 90% REVIEW	JUN 20/19	AD

Revision or Issue

MUNICIPALITY OF CUMBERLAND

PARRSBORO – VARIOUS WATERMAINS

CIVIL

DETAILS

CBCL LIMITED
Consulting Engineers

CBCL No	Contract No	Date	Scale
191014.00	T-MCC-1905	JUN 2019	AS NOTED

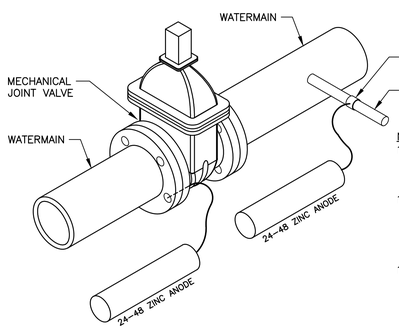
Designed	Drawn
AD	LM
Checked	Approved
JAB	JAB

Sheet No 7 of 8

Drawing No C400

REGISTERED PROFESSIONAL ENGINEER PROVINCE OF NOVA SCOTIA — Aug 02/19 — A.D. DOYLE — 12193

DRAWING NAME: K:\PROJECTS\191014.00 PARRSBORO – VARIOUS WATERMAINS\20 CAD\01 CIVIL\04 DRAWING SHEETS\191014.00-DETAILS.DWG LAYOUT NAME: DETAILS-1 PLOT DATE: August-02-19 11:13:56 AM CAD OPERATOR: LMACDONNELL



NOTES:

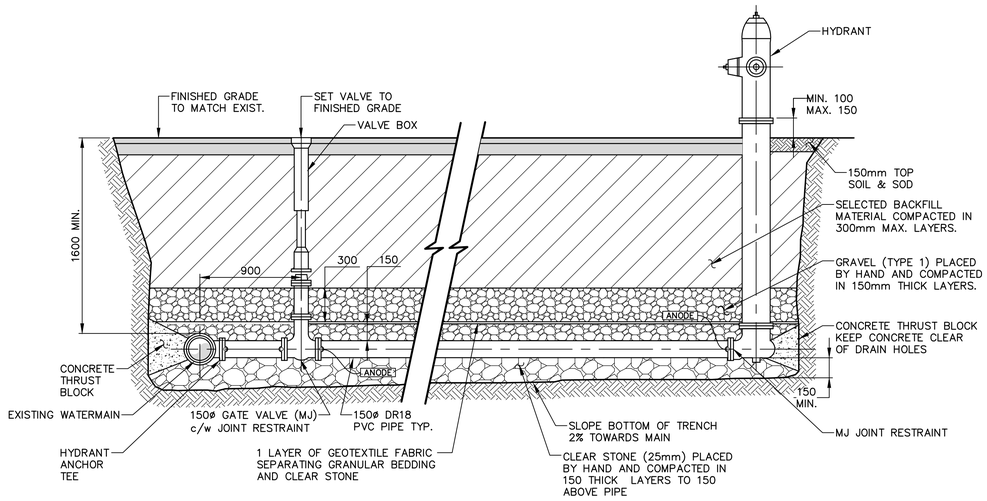
12.1 SEPARATE ANODE AND VALVE / SERVICE USING 50mm THICK RIGID INSULATION IF ANODE IS INSTALLED WITHIN 600mm OF VALVE / SERVICE.

12.2 WRAP ANODE WIRE A MINIMUM OF THREE (3) TIMES AROUND A BOLT AND WRAP WITH NEOPRENE TAPE WHEN ANODES ARE ATTACHED TO MECHANICAL JOINT VALVES. SECURE WIRE TO BOLT BY USING A SECOND NUT.

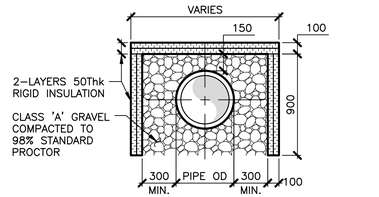
12.3 IF ANODE WIRE CANNOT BE ATTACHED AS INDICATED, ANODE WIRE MUST BE ATTACHED TO VALVE WITH SLU-70 WIRE CONNECTOR OR CADWELD. APPLY BITUMINOUS COATING TO SLU-70 WIRE CONNECTOR OR CADWELD.

12.4 GROUNDING CLAMP TO BE #3110-U FOR 19mm TO 25mm DIAMETER SERVICES OR #3903BU FOR 32mm TO 50mm DIAMETER SERVICES.

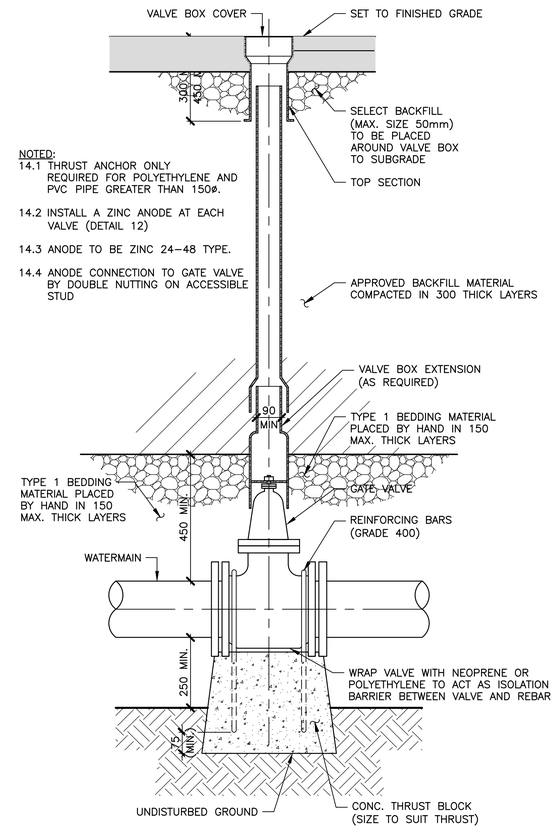
12 DETAIL—WATERMAIN ZINC ANODE
N.T.S.



13 DETAIL—HYDRANT CONNECTION (TYP.)
1:25



14 DETAIL—PIPE INSULATION
1:25 (WHERE COVER LESS THAN 1.6m)



NOTED:

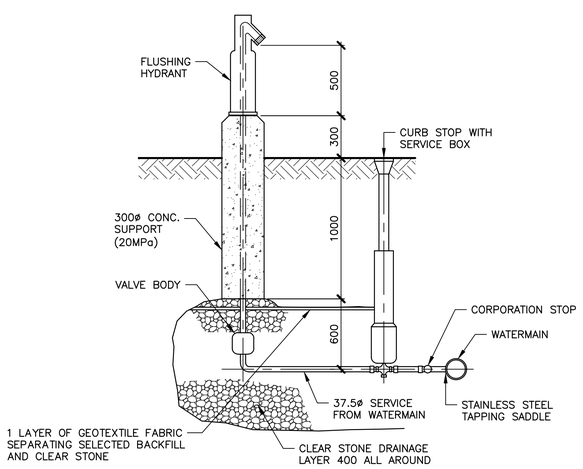
14.1 THRUST ANCHOR ONLY REQUIRED FOR POLYETHYLENE AND PVC PIPE GREATER THAN 150ø.

14.2 INSTALL A ZINC ANODE AT EACH VALVE (DETAIL 12)

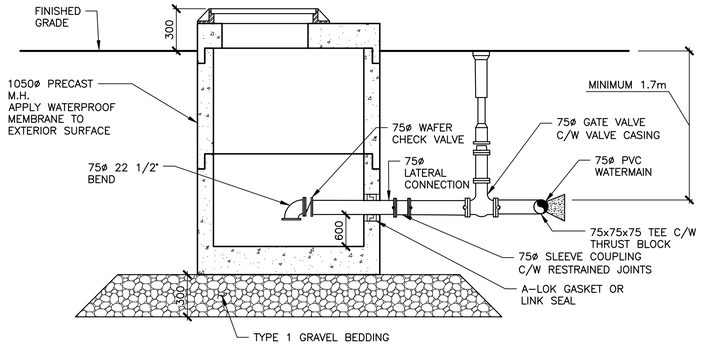
14.3 ANODE TO BE ZINC 24-48 TYPE.

14.4 ANODE CONNECTION TO GATE VALVE BY DOUBLE NUTTING ON ACCESSIBLE STUD

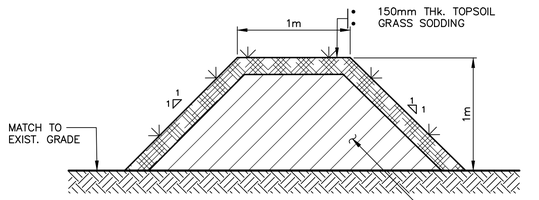
15 DETAIL—GATE VALVE AND BOX
1:10



16 DETAIL—YARD HYDRANT
1:20



17 DETAIL—DRAIN MANHOLE
N.T.S.



18 DETAIL—BERM
1:25

NOTES
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Designed	Drawn
AD	LM
Checked	Approved
JAB	JAB

Sheet No 8 of 8

Drawing No C401

REGISTERED PROFESSIONAL ENGINEER PROVINCE OF NOVA SCOTIA — Aug 19/19 — A.D. DOYLE — 12193

DRAWING NAME: K:\PROJECTS\191014.00 PARRSBORO – VARIOUS WATERMAINS\20 CAD\01 CIVIL\04 DRAWING SHEETS\191014.00-DETAILS.DWG LAYOUT NAME: DETAILS-2 PLOT DATE: August-02-19 11:14:10 AM CAD_OPERATOR: LMACDONNELL