T-MCC-2303

ATHOL ROAD WATERLINE REPLACEMENT

SPRINGHILL, NS

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

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

March 22, 2023

Closing: April 5th, 2023, at 2:00 pm

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Tender Drawings:

Athol Road Waterline Replacement prepared by DesignPoint Engineering & Surveying Ltd., Revision 3, Re-Issued for Tender

Sheet 1 / Cover Sheet
Sheet 2 / Athol Road Plan & Profile Sta. -0+010 to 0+300
Sheet 3 / Athol Road Plan & Profile Sta. 0+300 to 0+600
Sheet 4 / Athol Road Plan & Profile Sta. 0+600 to 0+840
Sheet 5 / Beaton's Lane Plan & Profile Sta. -0+010 to 0+190
Sheet 6 / Construction Notes and Details

END OF SECTION

OVERVIEW

This document is a Supplementary Specification to The Standard Specification for Municipal Services as published by the Joint Committee on Contract Documents in association With Nova Scotia Roadbuilders Association, Consulting Engineers of Nova Scotia and Landscape Nova Scotia.

The Municipality of the County of Cumberland has decided to use the Standard Specification in an effort to regulate their specification practices, simplify the review and approval process, and standardize the specifications written by their consultants.

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 Joint Committee on Contract Documents in association With Nova Scotia Roadbuilders Association, Consulting Engineers of Nova Scotia and Landscape Nova Scotia. Copies of the Standard Specification are available from Spectech Limited, 18 Laurier Street, Dartmouth, NS, B3A 2G7; telephone: (902) 233-9362; e-mail: nsmunicipalservices@gmail.com; or visit: www.standardspec.ca.

END OF SECTION

Athol Road Waterline Replacement
Springhill, Nova Scotia
Owner: Municipality of the County of Cumberland, 1395 Blair Lake Road, Upper Nappan NS B4H 3Y4
Engineer: DesignPoint Engineering & Surveying Ltd., 90 Western Parkway Suite 500, Bedford NS B4B 2J3

1.1 Tender Submission

.1 Submit completed tender form for above project in sealed envelope marked as follows:

TENDER

Tender # T-MCC-2303
Athol Road Waterline Replacement

Closing up to 2:00 PM local time, Wednesday, April 5th, 2023

Municipality of the County of Cumberland

Attn: Kellie Seaman, Procurement Officer

Upper Nappan Service Center
1395 Blair Lake Road Upper Nappan Nova Scotia B4H 3Y4

1.2 Post-Tender Submission

.1 Submit post-tender submission documents no later than two (2) working days after tender closing. Failure to provide such documents may constitute grounds for forfeiture of tender security.

.2 Safety Certification

.1 Submit with tender a copy of tenderer's current and valid safety accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.

.2 Out-of-province tenderers with a current and valid COR from a Canadian Federation of Construction Safety Associations member shall obtain and submit a current and valid Letter of Good Standing from Construction Safety Nova Scotia.

.3 Workers' Compensation

.1 Submit a copy of tenderer's current and valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.

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

1.3 Tender Opening

.1 Tenders will be opened at 2:00 PM local time on Wednesday, April 5th, 2023, after tender close at the offices of the Municipality of the County of Cumberland, 1395 Blair Lake Road, Upper Nappan. Opening will be public.

.2 Tender amendments will be disclosed at public openings.

1.4 Accuracy of Referencing

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

1.5 Conditions of Tendering

.1 Take full cognizance of content of all Contract Documents in preparation of tender. Refer to Section 00 41 43 – Tender Form, Subsection 1.3.9 for a complete list of Contract Documents.

1.6 Tenderers to Investigate

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

1.7 Clarification and Addenda

.1 All questions concerning this tender shall be directed to the following: Logan King, P. Eng, at (902)-832-5597 or logan.king@designpoint.ca.

.2 Notify Engineer not less than two (2) Working Days before tender closing of omissions, errors, or ambiguities found in Contract Documents. If Engineer considers that correction, explanation, or interpretation is necessary, a written addendum will be issued. All addenda will form part of Contract Documents.

.3 Confirm in the tender form that all addenda have been received. Tenderers are solely responsible to obtain and acknowledge the receipt of addenda at time of tender closing.

1.8 Preparation of Tender

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

1.9 Taxes

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

1.10 Tender Security

.1 Provide tender security in the minimum amount of ten percent (10%) of total price including HST. Provide security with tender in the form of a certified cheque or money order payable to the Owner, a bid bond on CCDC Form 220, or other Owner-approved form.

1.11 Contract Security

.1 Refer to Section 00 72 45 – General Conditions, subsection GC11.2 – CONTRACT SECURITY for form of contract security. Refer to Project Documents for amount of contract security or alternate type of contract security, if applicable.

1.12 Insurance

.1 Refer to Section 00 72 45, General Conditions, subsection GC11.1 - INSURANCE, and CCDC 41 for insurance requirements.

1.13 Form of Agreement

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

1.14 Return of Tender Security

.1 Tender security will be returned to:

.1 All except the three lowest acceptable tenderers within five (5) Working Days of tender opening.

.2 Two (2) remaining unsuccessful tenderers within ten (10) Working Days of date of award.

.3 Successful tenderer following receipt by Owner of executed agreement, specified contract security, and insurance documents.

1.15 Amendment or Withdrawal of Tender

.1 Tenders may be amended or withdrawn prior to tender closing.

.2 Amendment of individual Unit Prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.

.3 Head amendment or withdrawal as follows: "[Amendment/Withdrawal] of tender for Athol Road Waterline Replacement T-MCC-2303". Sign as required for tender and submit to the address given for receipt of tenders. In order to be considered, submissions shall be received prior to time of tender closing.

1.16 Offer, Acceptance, Rejection

.1 The Owner reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without incurring any liability to affected tenderers.

1.17 Scope of Work

.1 The Work described in the Project Documents will be carried out in full or in part subject to available funding. The project will be completed in full or in part or not proceed.

END OF SECTION

1.1 SALUTATION:

.1 To: Municipality of the County of Cumberland
Upper Nappan Service Centre
1395 Blair Lake Road, Upper Nappan Nova Scotia B4H 3Y4

.2 For: T-MCC-2303
Athol Road Waterline Replacement
Springhill, Nova Scotia

.3 From:

1.2 TENDERER DECLARES:

.1 That this tender was made without collusion or fraud.

.2 That the proposed work was carefully examined.

.3 That the tenderer was familiar with local conditions.

.4 That Contract Documents and Addenda No. __ to __ inclusive were carefully examined.

.5 That all the above were taken into consideration in preparation of this tender.

1.3 TENDERER AGREES:

.1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 1.4 hereunder, Schedule of Quantities and Unit Prices.

.2 That the estimated Contract Price shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 1.4 hereunder excluding Harmonized Sales Tax (HST).

.3 That this tender is valid for acceptance for sixty (60) days from tender closing.

.4 That measurement and payment for items listed in Subsection 1.4 hereunder shall be in accordance with corresponding items in Section 01 22 00 Measurement and Payment.

.5 To provide evidence of ability and experience within five (5) working days of request, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.

.6 To execute in triplicate the Form of Agreement and forward same together with the specified contract security and insurance documents to the Owner within ten (10) Working Days of written notice of award.

.7 That failure to enter into a formal contract and provide specified insurance documents and contract security within time required will constitute grounds for forfeiture of tender security.

.8 That if tender security is forfeited, Owner will retain difference in money between amount of tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to tenderer.

.9 That Contract Documents include:

.1 Standard Specification for Municipal Services listed in Table of Contents Page Dated January 2022.

.2 Overview

.3 Information to Tenderers

.4 Tender Form

.5 Supplementary Tender Information

.6 Form of Agreement

.7 Supplementary Specifications

.1 Section 00 74 00 – Supplementary Specifications

.2 Attachment 'A'

.8 Drawings

Athol Road Waterline Replacement prepared by DesignPoint Engineering & Surveying Ltd., Revision 3, Re-Issued for Tender

Sheet 1 / Cover Sheet
Sheet 2 / Athol Road Plan & Profile Sta. -0+010 to 0+300
Sheet 3 / Athol Road Plan & Profile Sta. 0+300 to 0+600
Sheet 4 / Athol Road Plan & Profile Sta. 0+600 to 0+840
Sheet 5 / Beaton's Lane Plan & Profile Sta. -0+010 to 0+190
Sheet 6 / Construction Notes and Details

.9 All addenda as issued and as confirmed in subsection 1 of this section.

1.4 SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
EARTHWORK					
5.	Mass Excavation - Unsuitable Material	m^3	100		
8.	Geotechnical Investigation	L.S.	1		
9.	Field Data Collection and Record Information	L.S.	1		
			SUBTOTAL EARTHWORK:	$	
WATER MAIN					
11.	Pipe				
	.1 50 mm PEX	m	170		
	.2 200 mm PVC DR18	m	803		
12.	Fire Hydrants				
	.1 Installation of Fire Hydrant	ea	7		
	.2 Removal of Fire Hydrant	ea	2		
13.	Valve Chambers				
	.1 ARV (1500 mm dia.)	ea	1		
14.	Direct Buried Valves				
	.1 200 mm Gate Valve	ea	5		
15.	Services				
	.1 Set of Fittings - 25 mm	ea	65		
	.2 Service Pipe - 25 mm PEX-A	m	542		
	.3 Pipe Sleeve (encasement pipe)	ea.	10		
16.	Connections to Existing Main				
	.1 200 mm, Sta. 0+025	ea	1		
18.	Temporary Water	L.S.	1		
19.	Pipe Sleeve (encasement pipe)	ea	1		
20.	Pipe Abandonment	m	365		
			SUBTOTAL WATER MAIN:	$	

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
	STORM SYSTEM				
37.	Culverts				
.1	450 mm Corrugated HDPE	m	6		
.2	500 mm PVC DR18	m	17		
.3	525 mm RCP CSA A257.2 65D	m	16		
	SUBTOTAL STORM SEWER:			$	
	STREET CONSTRUCTION				
41.	Gravels				
.1	Type 1	m^2	3060		
.2	Type 2	m^2	3060		
.3	Type 1s	m^2	740		
43.	Asphalt Concrete				
.1	Type C-HF	m^2	3940		
.2	Type B-HF	m^2	3060		
53.	Full Depth Road Structure Removal	m^2	1507		
	SUBTOTAL STREET CONSTRUCTION:			$	
	ENVIRONMENTAL PROTECTION				
90.	Environmental Measures	L.S.	1		
	SUBTOTAL ENVIRONMENTAL PROTECTION:			$	

SUBTOTAL EARTHWORK $_____

SUBTOTAL WATER MAIN $_____

SUBTOTAL STORM SEWER $_____

SUBTOTAL STREET CONSTRUCTION $_____

SUBTOTAL ENVIRONMENTAL PROTECTION $_____

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

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

TOTAL PRICE (A + B) $_____

TENDERER'S HST REGISTRATION NO. _____

1.5 GENERAL REQUIREMENTS

.1 Refer to Supplementary Specifications and the Tender Drawings for general requirements required to complete the work that shall be included in the Tenderer's total price (i.e. traffic control, coordination with utility owners during construction, pavement markings, etc.).

1.6 COMPLETION TIME

.1 Tenderer agrees to complete the Work during the year of 2023, and to begin the work no later than May 1, 2023. Substantial completion for the Works to be achieved on or before October 31, 2023.

1.7 SIGNATURES*

DATED THIS _____ DAY OF_____ , 20_____.

[Seal]

_____
Name of Tenderer

_____ _____
Witness Signature of Signing Officer

_____
Name and Title (Printed)

_____ _____
Witness Signature of Signing Officer

_____
Name and Title (Printed)

_____
Company Address

_____
Telephone No.

_____
Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer(s) or agent(s).

END OF SECTION

1. This Section is required to be completed and submitted at the time of tendering with all information requested completed in full. Failure to submit the information requested in this Section may be cause for Municipality of Cumberland to treat your Tender as non-compliant.

2. Submit with Tender the following:

   .1 Name and address of the chartered Canadian bank or reputable financial institutions to vouch for firm's financial status.

   .2 Name and address of the company who has agreed to underwrite the bonds for Performance and for Labour and Material Payment.

   .3 Name and address of the company who will underwrite the contract insurance required.

   .4 Particulars of recent contracts successfully completed or progressing towards completion.

   .5 A list of equipment to be used.

   .6 A list of project personnel.

   .7 A list of subcontractors.

   .8 A program of the work.

3. Submittals

   .1 Confirmation of Tenderer's financial status.

   Name _____

   _____

   Address _____

   _____

   Contact Person _____ Telephone _____

.2 Name and address of company who has agreed to underwrite the bonds for Performance and for Labour and Material Payment. These bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the Province of Nova Scotia.

Name _____

_____

Address _____

_____

Contact Person _____ Telephone _____

.3 Name and address of company who has agreed to underwrite insurance, the type, and amount. This insurance shall be issued by a company having insurance adjusting representation in Nova Scotia.

Name _____

_____

Address _____

_____

Contact Person _____ Telephone _____

Type of Insurance	Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

.4 Particulars of recent contracts. Furnish particulars of a minimum of three contracts successfully carried out or in the process of being constructed. Projects listed shall be approximate in nature to the work being tendered for and be comparable or greater in size.

Customer	Description	Date	Contract Value
_____	_____	from _____ to _____	$_____
_____	_____	from _____ to _____	$_____
_____	_____	from _____ to _____	$_____
_____	_____	from _____ to _____	$_____

.5 List of equipment to be used on this project.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

.6 List of project personnel.

Include below the names, qualifications and previous experience of those employees who will be directly involved with this project.

Name	Title/Role	Related Experience

.7 List of Subcontractors

Enter the name and address of each Subcontractor used in making up this Tender. Only name one Subcontractor for each part of the Work to be sublet.

Upon acceptance of a Tender by the Municipality of the County of Cumberland, the Contractor shall not substitute another Subcontractor in place of the one named without the written approval from the Municipality.

Subtrade	Subcontractor Name and Address	Extent of Work	Value of Work

.8 Program of the Works

Insert a brief description of the proposed method of operation and phasing to ensure completion in the period set forth in Section – 00 74 00 – Supplementary Specifications, General Requirements, Subsection 1.3 – Scheduling and Coordination.

_____

_____

_____

_____

_____

_____

_____

_____

.9 References

Bidders shall supply two (2) references from past projects similar in nature to the Athol Road Waterline Replacement project. Each reference shall include a brief description of the project, estimated construction cost, name and contact information for the Owner/Client. The Owner reserves the right to review and evaluate the reference information provided by Bidders as part of the Tender Selection process. The lowest price will not necessarily be selected for award.

Reference 1

Project Name & Location:	
Year Completed:	
Construction Value:	$
Owner Name:	
Project Contact Name:	
Project Contact Phone:	
Project Contact Email:	
Project Description:	

Reference 2

Project Name & Location:	
Year Completed:	
Construction Value:	$
Owner Name:	
Project Contact Name:	
Project Contact Phone:	
Project Contact Email:	
Project Description:	

END OF SECTION

This Agreement made on the ___ day of ____ in the year 2023.

BY AND BETWEEN

The Municipality of the County of Cumberland

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

.1 The Contractor shall:

.1 Perform the Work required by the Contract Documents for

Athol Road Waterline Replacement T-MCC-2303

located at Athol Road, Springhill, Nova Scotia

for which the Agreement has been signed by the parties, and for which

DesignPoint Engineering & Surveying Ltd.

is acting as and is hereinafter called the “Engineer”

and

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

.3 commence the Work by the ___ day of _____in the year _____ and attain Substantial Performance of the work as certified by the Engineer by the 31st day of October in the Year 2023.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

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

.2 All contracts entered into by the Recipient with a Contractor for the implementation of the Project shall include the following provisions:

.1 The Contractor will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of each

Project it participates in for at least six (6) years after the Agreement End Date and that Canada and the Province has the contractual right to audit such accounts and records.

.2 All applicable labour, environmental, and human rights legislation is respected.

.3 The Province, Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of a Contract and any records and accounts respecting each Project and will have free access to each Project site and to any documentation relevant for the purpose of audit.

.4 The Contractor shall be solely responsible for and shall save harmless and indemnify Canada, the Province and their Ministers, officers, employees and agents from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

.1 The Project.

.2 The performance of the contract or the breach of any term or condition of the contract by the Contractor or its officers, employees or agents.

.3 The on-going operation, maintenance and contract or the breach of any term of condition of the contract by the Contractor or its officers, employees or agents.

.4 Any omission or any willful or negligent act of the Contractor or its officers, employees or agents.

ARTICLE A3 - CONTRACT DOCUMENTS

.1 The following is an exact list of the Contract Documents referred to in Article A1.1 of this Agreement and as defined in subsection 6 of Section 00 71 00 DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

.1 STANDARD SPECIFICATION FOR MUNICIPAL SERVICES.
Table of Contents Dated January 2022.

.2 Overview

.3 Information to Tenderers

.4 Tender Form

.5 Supplementary Tender Information

.6 Form of Agreement

.7 Supplementary Specifications

.1 Section 00 74 00 – Supplementary Specifications

.2 Attachment ‘A’ – Terms and Conditions

.8 Drawings:
Athol Road Waterline Replacement prepared by DesignPoint Engineering & Surveying Ltd., Revision 3, Re-Issued for Tender
Sheet 1 / Cover Sheet
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Sheet 5 / Beaton’s Lane Plan & Profile Sta. -0+010 to 0+190
Sheet 6 / Construction Notes and Details

.9 Addenda

ARTICLE A4 - CONTRACT PRICE

.1 The estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the tender form excluding the amount of Harmonized Sales Tax.

.2 The estimated Contract Price is $ _____

.3 All amounts shall be in Canadian funds.

.4 The amounts shall be subject to adjustment as provided in the Contract Documents.

ARTICLE A5 - PAYMENT

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

.2 The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Engineer, subject to a 10% holdback.

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

.1 The quantity for each pay item on which actual work has been performed shall be measured.

.2 For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.

.3 For each lump sum item, multiply the percent complete by the value of the lump sum item.

.4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from 3.2 and 3.3 of this Article.

.5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under 3.4 of this Article.

.6 To the amount calculated above, the Harmonized Tax shall be added.

.4 The last day of the payment period shall be the last Friday of the month.

.5 Upon Substantial Performance of the Work as certified by the Engineer, the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC5.8 – PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.

.6 Upon the issuance of the final certificate for payment as certified by the Engineer, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45 - General Conditions, subsection GC5.10 – FINAL PAYMENT.

.7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC11.1 - INSURANCE.

.8 If the Owner fails to make payment to the Contractor as it becomes due under the terms of the Contract, interest shall be payable as follows:

.1 The annual interest rate applicable to the contract is 5% compounded monthly.

.2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

.1 Notices in writing shall be addressed to the recipient at the address set out below.

.2 The delivery of a notice in writing shall be by hand, courier, prepaid first class mail, facsimile or e-mail.

.3 A notice in writing delivered by one party in accordance with this Contract shall be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five (5) Working Days after the date on which it was mailed.

.4 A notice in writing sent by facsimile or e-mail shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day following the transmission thereof.

.5 An address for a party may be changed by notice in writing setting out the new address delivered to the other party in accordance with this Article.

.1 The Owner at Upper Nappan Service Centre

1395 Blair Lake Road, Upper Nappan NS B4H 3Y4

.2 The Contractor at _____

_____

.3 The Engineer at 90 Western Parkway Suite 500, Bedford NS B4B 2J3

_____

ARTICLE A7 - QUANTITIES AND MEASUREMENT

.1 The quantities shown in Section 00 41 43 Tender Form - Schedule of Quantities and Unit Prices are estimated.

.2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with Section 01 22 00 - Measurement and Payment.

ARTICLE A8 – SUCCESSION

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

ARTICLE A9 - RIGHTS AND REMEDIES

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

ARTICLE A10 - TIME

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

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

SIGNED AND DELIVERED
In the presence of:

OWNER

Name of Owner

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

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

END OF SECTION

INTENT

.1 Construct the Work of this Contract in accordance with the Standard Specification for Municipal Services as developed by the Nova Scotia Joint Committee on Contract Documents in association with the Nova Scotia Road Builders Association, the Consulting Engineers of Nova Scotia and Landscape Nova Scotia, except as modified herein.

.2 These Supplementary Specifications modify the specification sections to which they refer.

.3 The Supplementary Specifications take precedence over the Standard Specification to which they refer.

Section 00 72 45: GENERAL CONDITIONS

GC 5.8 – PAYMENT OF HOLDBACK UPON SUBSTATIONAL PERFORMANCE

Add Clause GC 5.8.6 as follows:

.6 If, within sixty (60) days after the issue by the Engineer of the Certificate of Substantial Performance, the Contractor has not corrected all the deficiencies, the Owner shall retain sufficient money to cover the cost of completing the said deficiencies, as determined by the Engineer, in addition to holding monies retained in accordance with the Contract and subject to appropriate legislation of Nova Scotia.

GC 6.5 – DELAYS

Add the following clauses:

.6 Notwithstanding the above, time shall be construed as being of the essence of the Contract. The date of expiring of the time allowed in accordance with the Contract for substantial performance of the Work shall be termed the Date for Completion. Should the Contractor fail to substantially perform the Work by the Date of Completion, the period of time from the Date for Completion to the date of Substantial Performance of the Work as determined by the Engineer, shall be termed the Period of Delay.

.7 In the event of there being a Period of Delay, the Contractor shall be liable for and shall pay to the Owner the cost of continuance of supervision during the Period of Delay, and all additional fees, disbursements and costs incurred by the Owner by reason of there being such a period of delay. The said sum or sums in view of the difficulty of ascertaining the losses which the Owner may suffer by reason of delay in the Performance of the said Works, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the Owner will suffer by reason of said delay and default and not as a penalty. The value of the liquidated damages shall be $1000.00 per day for the duration of the Period of Delay. The Owner may deduct the amount of such liquated damaged from any monies payable to the Contractor under the contract.

GC 11.2 – CONTRACT SECURITY

Delete Subsection GC 11.2 – Contract Security and replace with the following:

.1 The Contractor shall provide to the owner within ten (10) working days of acceptance of the Tender a Performance Bond and a Labour and Materials Bond each in the amount of 50% of the Estimated Contract Price.

GC 12.3 – WARRANTY

Add the following sections:

.7 The Contract requires an operational combination of several components comprising the Work which are customarily guaranteed by their suppliers. Under the terms of this Contract, the Contractor shall provide a guarantee of the Works for a period of One (1) year following the date of Substantial Performance of Work. The terms of the guarantee shall be as follows:

.1 Where failure or incipient failure of the material is apparent, the Contractor shall actively commence repair or other remedy not more than twenty-four (24) hours after receiving due notice.

.2 If the Contractor on being notified does not for any reason commence repairs within twenty-four (24) hours, the Owner shall have the right to have repairs made by others as necessary to restore, complete, or continue service. The cost of such repairs by others is to be borne by the Contractor. The Owner shall at all times inform or attempt to inform the Contractor before hiring others to affect any repairs and it shall be at all times the Contractor's right to be informed as soon as possible of difficulties and proposed remedial action by others and to make or where practical to complete such repairs at any other time of the guarantee period in preference to others.

.3 The employment of some other person or persons for reasons set out shall in no way affect the Contractor's obligations or liability hereunder or relieve him of the performance and fulfilment of any or all of his covenants, undertakings, obligations or duties under the Contract.

.4 After the acceptance by the Owner and during the guarantee period, the burden of maintenance shall fall upon the Owner. In the event of damage, failure or incipient failure of any part or parts directly attributable to inadequate or improper maintenance, the Contractor shall be responsible for remedial action, but the cost of such repairs will be reimbursed by the Owner.

.5 If the Contractor arranges that the manufacturer of some component or some other party approved by the Owner provide the guarantee on a sub-contract basis, he may designate the direct implementer of the guarantee as his agent under the Contract in which case due notice to the agent will be taken as due notice to the Contractor. This will be a matter for Contractor's convenience only, and shall in no way affect the Contractor's obligations and liabilities hereunder or relieve him from the performance and fulfilment of any or all of his covenants, undertakings, or duties under this contract.

.6 In emergency situations, the Owner reserves the right to make appropriate repairs at the Contractor's expense.

SECTION 01 10 00: GENERAL REQUIREMENTS

1.2. Summary Of The Work

Replace with the following:

.1 The Athol Road Waterline Replacement project is located along Athol Road in Springhill, NS. The project includes installation of new watermain along the south side of Athol Road from McGee Street to approx. Civic 2347 (approximately 805 metres) and approximately 170 metres along Beaton's Lane.

.2 The Work includes obtaining all necessary approvals and permits from the appropriate regulatory bodies as well as any associated costs, and compliance with all approvals and permits.

.3 The Work includes the installation and testing of municipal water infrastructure, as well as supply and installation of all materials, services, and labour required to complete the reinstatement of all disturbed areas as indicated on the drawings and specifications or to existing or better condition, including, but

not limited to, topsoil and sodding, gravel, driveways, asphalt pavement, and asphalt line painting.

.4 The Work includes temporary water supply to all customers connected to the affected water mains, as required.

.5 The work includes removal, disposal, and replacement of existing services encountered during excavation.

.6 The Work includes the provision of environmental protection for the duration of the project, including one (1) year following project substantial completion.

.7 The work includes testing of services in accordance with the Standard Specification for Municipal Services (Latest Edition).

.8 Dewatering of any and all excavations, erosion and sediment control including silt fences, flow checks, ground covers, water treatment, and all other environmental controls required during the course of the Work.

.9 The Work includes all traffic control and detours as per the Municipality of the County of Cumberland and Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) Temporary Workplace Traffic Control Manual.

.10 The Work includes reinstatement of all disturbed areas to pre-construction condition or better.

.11 The Work includes shoring of utility poles as needed.

.12 The Work includes clearing, grubbing (disposed of off-site), excavation of common, removal and off-site disposal of surplus material, and importing of fill.

.13 The Work includes coordination with utilities for location of any existing infrastructure and alteration of this infrastructure. Contractor to notify Engineer of any discrepancies and allow one (1) week for review.

.14 The contractor shall maintain safe access to driveways and properties for the duration of the project.

.15 The Work includes provision of record information to include a coordinated record survey (to a geodetic datum) to include physical features of installed infrastructure.

.16 All incidental items and costs associated with completing the work.

.17 Protection of all existing utilities, including notification and coordination with all relevant utilities (including, but not limited to, Nova Scotia Power, Bell Aliant and Eastlink), and obtaining all related approvals.

1.3 Scheduling And Coordination

Add the following:

.6 The Contractor is to schedule the work such that the works are completed by October 31st, 2023 unless agreed otherwise with the Owner.

.7 The Contractor is to be familiar with Spring Weight Restrictions and plan accordingly.

1.7 Submittals

.1 Shop Drawings

Add the following:

.8 This review will not mean that the Engineer approves the detailed design inherent in the shop drawings, responsibility remains with the Contractor, and such review does not relieve the Contractor from his responsibility for meeting all requirements of the Contract Documents.

.9 If pre-ordered materials and equipment form part of the Work, make own arrangements with suppliers for the provision of shop drawings and be responsible for obtaining further information required to facilitate and ensure correct installation of materials and equipment.

1.8 Record Drawings

Replace the indicated subsections with the following:

.1 The Contractor shall maintain project Record Drawings and accurately record significant deviations from Contract Drawings caused by site conditions and changes ordered by the Engineer.

.2 Assist the Engineer in collecting data during construction.

.3 Do not bury pipework and appurtenances or other portions of the Work until all necessary measurements have been taken by the Engineer.

.4 Submit as-built information and drawings to Engineer at the end of construction.

1.9 Quality Control

Add the following:

.8 Provide assistance, labour, and materials as are normally required for examining, testing, and measuring the quality, weight, or quantity of any material used and supply samples of material requested before incorporation into the Work.

.9 Include costs for providing assistance and samples for testing and of arranging tests in Contract Price.

.10 Provide the Engineer with assistance for tests and inspections.

1.10 Temporary Site Facilities

Replace with the following:

.1 Temporary Site Facilities are not required for this project.

1.12 Traffic Control

Add the following:

.6 Provide access to all properties during work.

.7 Prior to any street closures, a Traffic Control Plan MUST be provided to the Municipality and NSDPW a minimum of one week before work commences for review and approval. The traffic control plan must conform to the NSDPW Temporary Workplace Traffic Control Manual and show all street closures and detour routes and be signed off by the Contractor and/or traffic control contractor.

.8 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.

.9 Provide and maintain all necessary street closure and detour signage. Failure to comply with these requirements will result in the Municipality shutting work down until the traffic control requirements are fully complied with.

Add the following subsections:

17. Utilities

.1 Contractor is responsible for obtaining permits from all utilities such as a Safe Clearance Report from Nova Scotia Power for Work near utilities.

.2 The existence, location and elevation of underground utilities, utility poles, guy wires and signs are not guaranteed, and notwithstanding any provision in the Contract Documents, the Contractor shall be responsible for determining the location and elevation of all sewer, water or other such structures or utilities. The contractor shall coordinate and include in the contract price any required service supplied by any utility, company or provincial department.

.3 Unless designated for removal under this Contract, sustain in place and protect from damage any

and all piping, conduits, cables and all other structures in the work area, carefully excavate by hand, or similar means to expose these buried services or structures. Any utilities which cross an excavation must be properly supported or shored to prevent settlement. Where trenching is to be done under existing utilities, such utilities shall be shored before excavation commences and shoring be left in place. Notify the owners of such utilities or services prior to excavation.

.4 Repair immediately all piping conduits, cables and all other structures damaged by the Contractor's operations. Provide a letter from the utility stating that any services damaged during construction have been repaired to the utility company's approval. Replace all signs as near as possible to their original location.

.5 The work includes coordination with underground and overhead utility owners to allow excavation in close proximity to their utilities. The contractor shall allow for all incidental costs arising from excavations near existing utility poles, underground utilities and overhead utilities. Coordination with utilities will also be required during the work as the overhead utilities and poles within the work site may require shoring during the course of construction. No claim of delay will be accepted based on coordination activities between the contractor and the utilities.

18. Floatation and Flooding

.1 Prevent floatation and flooding during construction of the Work. Make good any damage to pipes or structures caused by floatation and flooding at no extra cost to the Contract.

.2 De-water all excavations and remove accumulations of water prior to backfilling.

.3 Dispose of water drained or pumped such that the Work and adjacent properties are not damaged, ensuring that discharged water meets environmental guidelines.

19. Damage and Injury

.1 Immediately inform the Engineer of any damage or injury to any persons, property, services or materials.

.2 Reinstate survey markers, monuments and survey pins disturbed or covered during construction under the direction of a qualified provincial land surveyor. Include costs in Contract Price.

.3 Any Municipal, NSDPW, or Nova Scotia Power infrastructure that is moved or damaged, shall be reinstated to their specifications and standards.

Section 01 22 00: MEASUREMENT AND PAYMENT

GENERAL

Replace with the following:

1. Unit prices shall be full compensation for the work necessary to complete each item in the Contract and in combination for all work necessary to complete the Work as a whole.

2. For every item, include all of the following as required where individual quantities are not provided in the Tender Form: project sign, mobilization, demobilization, traffic control, assistance to the Engineer, coordination with all utilities including the gas utilities, NSPI charges when working under transmission lines, environmental protection, protection of existing trees, clearing and grubbing, common and rock excavation, shoring, dewatering, protection and shoring of existing pipes and infrastructure, utility pole shoring, bedding, backfilling, compaction, removal and disposal of surplus material, removal and disposal of unsuitable material, importation of material, joint restraints and thrust blocks, sleeving, insulation, polyethylene encasement, protective coatings, flushing, pressure testing, vacuum and mandrel testing, disinfection, de-chlorination, cleaning, marker stakes, tracer wire, all electrical wiring, reinstatement, record drawings, shop drawings, manhole and catchbasin frames, rocklining, covers, grade

adjustment rings, contingency plan and materials to address an existing watermain break, all incidentals, and any other work and materials as indicated on the project drawings.

3. All measurement shall be along a horizontal plane unless otherwise indicated.

4. The numbers of the items described below correspond to the numbers of the items in Section 00 41 43, subsection 1.4 – Schedule of Quantities and Unit Prices.

EARTHWORK

Delete subsection 5 and replace with the following:

5. Mass Excavation – Unsuitable Material

Unit of Measurement: cubic metre (m^3)

This item includes: all excavation of unsuitable material, disposal and replacement with structural fill. Written authorization of Engineer required.

Add the following subsections:

8. Geotechnical Inspection

Unit of Measurement: Lump Sum (L.S)

This item includes: Provision of on-site inspection and testing by qualified geotechnical field personnel. All excavation, backfill, material placement, bedding, asphalt and concrete placement to be inspected. All inspections to be certified by a professional engineer (licensed to practice in NS) that the Works completed are in accordance with the project specifications and industry standards. The level of effort of inspection must be sufficient for the geotechnical engineer to confirm that project requirements were met and that existing site conditions were reviewed and considered. At the completion of construction, a report summarizing test results and stating compliance with project specifications is to be completed and delivered to the Owner.

9. Field Data Collection and Record Information

Unit of Measurement: Lump Sum (LS)

This item includes: field collection of survey data of the constructed works, preparation of point files, red line markup of drawings, and provision of all record information to the Owner.

WATER SYSTEM

Delete subsection 11 and replace with the following:

11. Pipe

Unit of Measurement: metre (m)

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

This item includes: supply and installation of pipe complete with all fittings and thrust restraints, insulation, tracer wire, anodes, excavation, removal and disposal of surplus and/or unsuitable material, removal and disposal of existing water infrastructure, import of material, bedding and pipe protection gravels, backfilling, testing, test stations, chlorination and de-chlorination, flushing, disinfection, protection and reinstatement of driveways and culverts, any associated environmental protection, dewatering, trench support, stabilization, reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and landscaped areas), and any other work or materials shown on the project drawings not included in any other pay

item.

Delete subsection 12 and replace with the following:

12.1 Fire Hydrants

Unit of Measurement: each (ea)

This item includes: supply and installation of hydrant complete with lead, anchor tee, gate valve, valve box, anodes, polyethylene encasement, thrust blocks, insulation, bedding and pipe protection gravels, tracer wire, excavation, backfilling, geosynthetic fabric, rip-rap apron as indicated in project drawings, and reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and landscaped areas).

12.2 Fire Hydrant Removal

Unit of Measurement: each (ea)

This item includes: excavation, backfilling, removal of existing fire hydrant complete with reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and landscaped areas). Hydrants shall be returned to the Owner.

Delete subsection 13 and replace with the following:

13. Valve Chambers

Unit of Measurement: each (ea)

This item includes: supply and install valve chamber and components as indicated on the project drawings including concrete chamber, access cover, all auxiliary piping, valves, fittings, drains, vent pipes, insulation, grouting, miscellaneous metals, all incidentals, excavation, bedding gravels, backfilling and reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and landscaped areas).

Delete subsection 14 and replace with the following:

14. Direct Buried Valves

Unit of Measurement: each (ea)

This item includes: supply and install direct buried valve complete with valve box, appurtenances, anodes, common excavation, backfilling, finish grade adjustment and reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and landscaped areas).

Delete subsection 15.2 and replace with the following:

15.2 Services

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe from centre of main to the termination point indicated.

This item includes: removal and disposal of existing water lateral infrastructure, supply and installation of lateral pipe complete with insulation, excavation, removal and disposal of surplus and/or unsuitable material, import of material, bedding and pipe protection gravels, backfill, testing, tracer wire, sleeves, flushing, disinfection, any associated environmental protection, dewatering, trench support, connection at new curb stop, reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and

landscaped areas), and any other work or materials shown on the project drawings not included in any other pay item.

Add new subsection 15.3 as follows:

15.3 Pipe Sleeve (encasement pipe)

Unit of Measurement: each (ea)

This item includes: supply and install DR18 pipe sleeves for service pipes in minimum 6 metre lengths, centered at pipe crossing, complete with all necessary appurtenances including, but not limited to, modular mechanical seals (such as Link-Seal or approved equivalent) at each end, as well as supply and placement of non-shrink grout at pipe crossing. Sites requiring pipe sleeve may be directed by the Engineer.

Delete subsection 16 and replace with the following:

16. Connections to Existing Main

Unit of Measurement: each (ea)

This item includes: locating existing main and supply and installation of pipe, nipples, reducers, fittings, excavation, backfilling, and reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and landscaped areas). This item also includes producing and distributing temporary shutdown notices to affected customers.

Delete subsection 18 and replace with the following:

18. Temporary Water

Unit of Measurement: lump sum (L.S.)

This item includes, but is not limited to: the supply of all labour, material and equipment required for installation, maintenance and removal of a temporary main line (minimum 50 mm diameter) and service laterals complete with pipe, valves, backflow prevention device (sized to match temporary main line diameter), vacuum breakers at the connection to homes, insulation and protection from freezing, chlorination/de-chlorination of line, temporary laterals and all fittings necessary for a complete installation. Coordinate connection to homes with homeowners. Limits of temporary water service may extend outside the limits of construction. Larger temporary lines may be required to ensure that an adequate supply of water is provided to all customers. Submit a proposed plan 2 weeks prior to installation for review by the Owner and the Engineer. This item also includes installation of approved vehicle and pedestrian crossing protective measures. This item also includes producing and distributing temporary shutdown notices to affected customers.

Add new subsection 19 as follows:

19. Pipe Sleeve (encasement pipe)

Unit of Measurement: each (ea)

This item includes: supply and install DR18 pipe sleeves for water main in minimum 6 metre lengths, centered at pipe crossing, complete with all necessary appurtenances including, but not limited to, modular mechanical seals (such as Link-Seal or approved equivalent) at each end. Sites requiring pipe sleeve may be directed by the Engineer.

Add new subsection 20 as follows:

20. Pipe Abandonment

Unit of Measurement: metre (m)

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

This item includes: supply and placement of grout and caps, ground disturbance as required to install grout and release air, excavation, backfill, and reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and landscaped areas).

STORM SYSTEM

Delete subsection 37 and replace with the following:

37. Culverts

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe.

This item includes: supply and installation of culverts complete with all fittings, insulation, excavation, removal and disposal of surplus material, pipe bedding, backfilling, and reinstatement of all disturbed areas not covered by other items (including, but not limited to, gravels, asphalt, sidewalk, and landscaped areas).

STREET CONSTRUCTION

Delete subsection 41 and replace with the following:

41. Gravels

Unit of Measurement: square metre (m^2)

Method of Measurement: slope measure of indicated area at specified mean depth.

This item includes: mass excavation and embankment, supply, placement, and compaction of gravel as indicated. Reinstatement shall be done to standard road cross section detail on drawing.

Delete subsection 43 and replace with the following:

43. Asphalt Concrete

Unit of Measurement: square metre (m^2)

Method of Measurement: slope measure of indicated area at specified depth.

This item includes: mass excavation and embankment –cleaning, supply, placement, and compaction of asphaltic concrete as indicated including dry sweeping milled surfaces prior to tacking, tack coat, temporary pavement markings, and saw cutting as necessary. Reinstatement shall be done to standard road cross section detail on drawing. This item also includes supply, placement and compaction of asphalt concrete ramps installed at all limits including side streets and pedestrian ramps using hot mix asphalt (or approved equivalent) and a bond separator. Asphalt ramps are to be installed before work is completed for the day, and before the area is opened to live traffic. Asphalt ramps to be constructed to at least a 20 to 1 horizontal to vertical ratio.

Add new subsection as follows:

53. Full Depth Road Structure Removal

Unit of Measurement: square metre (m^2)

Method of Measurement: slope measure of indicated area.

This item includes: the supply of all necessary materials, labour and equipment required for the full depth asphaltic concrete removal and delivery of all milled material to the Contractors location of choice, cleaning of all milled surfaces, removal and disposal of existing road gravels, temporary pavement markings and all other work as designated by the Engineer.

ENVIRONMENTAL PROTECTION

Add new subsection as follows:

90. Environmental Measures:

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

This item includes: supply and installation of all environmental protection measures required to complete the project works, including all erosion and sedimentation control measures. Erosion and sedimentation control measures shall be in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites by Nova Scotia Environment, most recent edition.

END OF SECTION

ATTACHMENT "A"

NOTE: These Terms and Conditions and the Supplements for the Municipality of the County of Cumberland 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 of Cumberland and the successful bidder following approval of the Contract by the Municipality of Cumberland, and the settlement, execution and delivery of the same by each party to the Contract.

Electronic Bid – a Bid submitted through e-mail as an electronic file in pdf format.

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- An original 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 time obtained by searching 'time' in google 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 Cumberland, procurement@cumberlandcounty.ns.ca (as identified in the Invitation documents).

Bids will not be opened publicly. The public may request a copy of the bid results.

3. Methods of Submission

General

Bids shall be submitted as Electronic Bid with Subject to read 'T-MCC-2303 Athol Road Waterline Replacement – Do NOT open until after 2:00 PM local time on Wednesday, April 5th, 2023'.

Attachments shall be pdf format and shall not exceed 20 MB in size. The Paper Bid (original) shall be mailed immediately following the close of tender period to the following address.

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

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

Paper Bids shall be identical to the Electronic Bid sent via e-mail. Electronic Bids shall be considered the governing document and any discrepancies noted between the Electronic Bid and the Paper Bid will be corrected to match the Electronic Bid.

Paper Bids must be enclosed in a sealed, opaque envelope or package. The Bidder's name and the Invitation number 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 of Cumberland 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 of Cumberland.

Notices of tenders are viewed on the Municipality of Cumberland website at https://www.cumberlandcounty.ns.ca/rfp-and-tenders.html 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 of Cumberland.

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 of Cumberland 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 of Cumberland, if any. The Municipality of Cumberland will not defray any costs incurred by a Bidder in responding to an Invitation.

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

The Municipality of Cumberland 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 Provincial website at **www.gov.ns.ca/tenders** . Bidders are responsible for ensuring that they are aware of and have complied with any Addenda. 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 of Cumberland 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 MC 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 of Cumberland.

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 of Cumberland 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 of Cumberland 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 of Cumberland will be the sole judge of whether a Bid is accepted or rejected.

The Municipality of Cumberland 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 of Cumberland 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 of Cumberland 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 of Cumberland reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The Municipality of Cumberland 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 of Cumberland 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 of Cumberland.

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 of Cumberland 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 of Cumberland 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 of Cumberland. 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 Mun icipality 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 of Cumberland.

The Municipality of Cumberland 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 of Cumberland 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 of Cumberland will be considered correct.

Information, offers, commitments or instructions obtained from any source other than the Municipality of Cumberland 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 of Cumberland.

25. Accuracy of the Invitation; Right to Clarify

While the Municipality of Cumberland 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 of Cumberland 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 of Cumberland 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 of Cumberland'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.

Sub-contracting 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 OF CUMBERLAND AGAINST LAWSUITS

.1 Release

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

.1 any alleged (or judicially imposed) breach by the Municipality of Cumberland of the Tender (it being acknowledged and agreed that to the best of the parties' knowledge, the Municipality of Cumberland 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 of Cumberland occurring in the course of conducting this Tender process;

.3 the Bidder preparing and submitting its Tender;

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

.5 the manner in which the Municipality of Cumberland:

(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 of Cumberland enters a Contract.

.2 Indemnity

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

.1 any alleged (or judicially imposed) breach by the Municipality of Cumberland or its officials or employees of the Tender (it being agreed to that, of the best of the parties' knowledge, the Municipality of Cumberland 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 of Cumberland 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 of Cumberland breaches 29.3 – *Limitation,* Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of Information*), the Municipality of Cumberland 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 Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Bidder or its Sub-contractors or agents on any basis or legal principle of any kind, the Municipality of Cumberland 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 of Cumberland 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 of Cumberland and any bidder with whom the Municipality of Cumberland 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 Tender Form 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 of Cumberland.

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 TENDER FORM IN THE MANNER AND SPACE SET OUT BELOW:

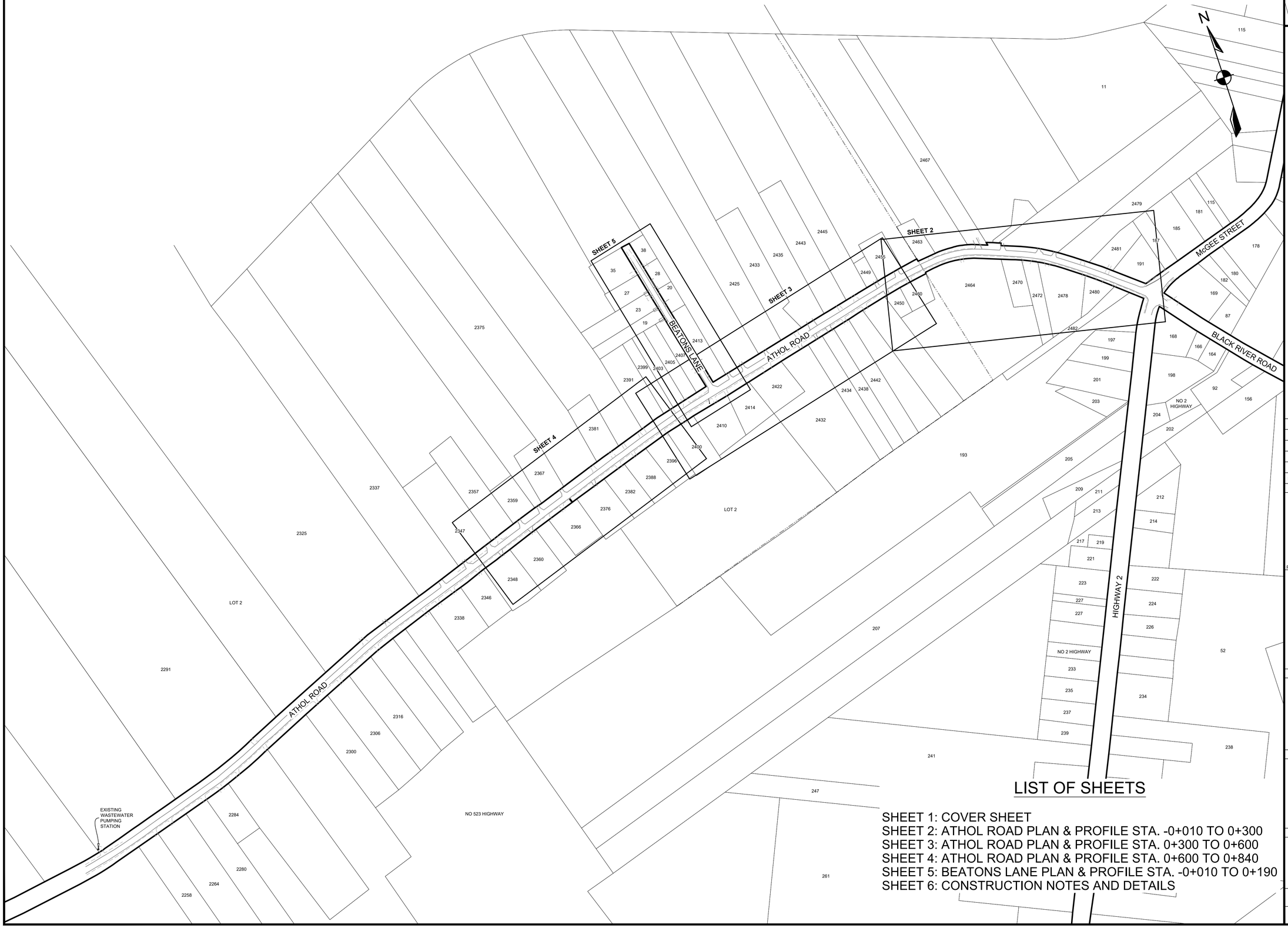
_____ _____
Authorized Signatory for the Bidder Date

_____
Print Name and Title

END OF SECTION

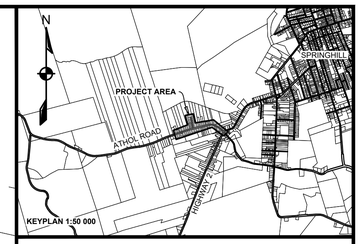
ATHOL ROAD WATERLINE REPLACEMENT

SPRINGHILL, NOVA SCOTIA



LIST OF SHEETS

SHEET 1: COVER SHEET
SHEET 2: ATHOL ROAD PLAN & PROFILE STA. -0+010 TO 0+300
SHEET 3: ATHOL ROAD PLAN & PROFILE STA. 0+300 TO 0+600
SHEET 4: ATHOL ROAD PLAN & PROFILE STA. 0+600 TO 0+840
SHEET 5: BEATONS LANE PLAN & PROFILE STA. -0+010 TO 0+190
SHEET 6: CONSTRUCTION NOTES AND DETAILS



ALL BEARINGS ARE GRID BASED ON THE NOVA SCOTIA 3° MODIFIED TRANSVERSE MERCATOR PROJECTION, ZONE 5. CENTRAL MERIDIAN 64°30' WEST LONGITUDE. THE HORIZONTAL REFERENCE FRAME USED HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (CSRS), EPOCH 2010.0 AND WERE DERIVED FROM NRCAN PRECISE POINT POSITIONING (PPP).

ELEVATIONS ARE METRIC AND REFERENCED TO THE CANADIAN GEODETIC VERTICAL DATUM OF 2013 (CGVD2013)

Metres
60 0 60 120
1:2000

ISSUE	DATE	DESCRIPTION
3	MAR. 22, 2023	RE-ISSUED FOR TENDER
2	FEB. 2, 2018	ISSUED FOR TENDER
1	NOV. 15, 2017	PRELIMINARY REVIEW

CONSULTANT

DESIGNPOINT
engineering • surveying • solutions
PHONE: 902 832 5597
www.designpoint.ca

REGISTERED PROFESSIONAL ENGINEER
DATE MAR 22 2023
A. J. SKETCHLEY
11560
PROVINCE OF NOVA SCOTIA

REGISTERED PROFESSIONAL ENGINEER
DATE MAR 22 2023
L. A. KING
20200507
PROVINCE OF NOVA SCOTIA

CLIENT

municipality of cumberland

PROJECT DESCRIPTION

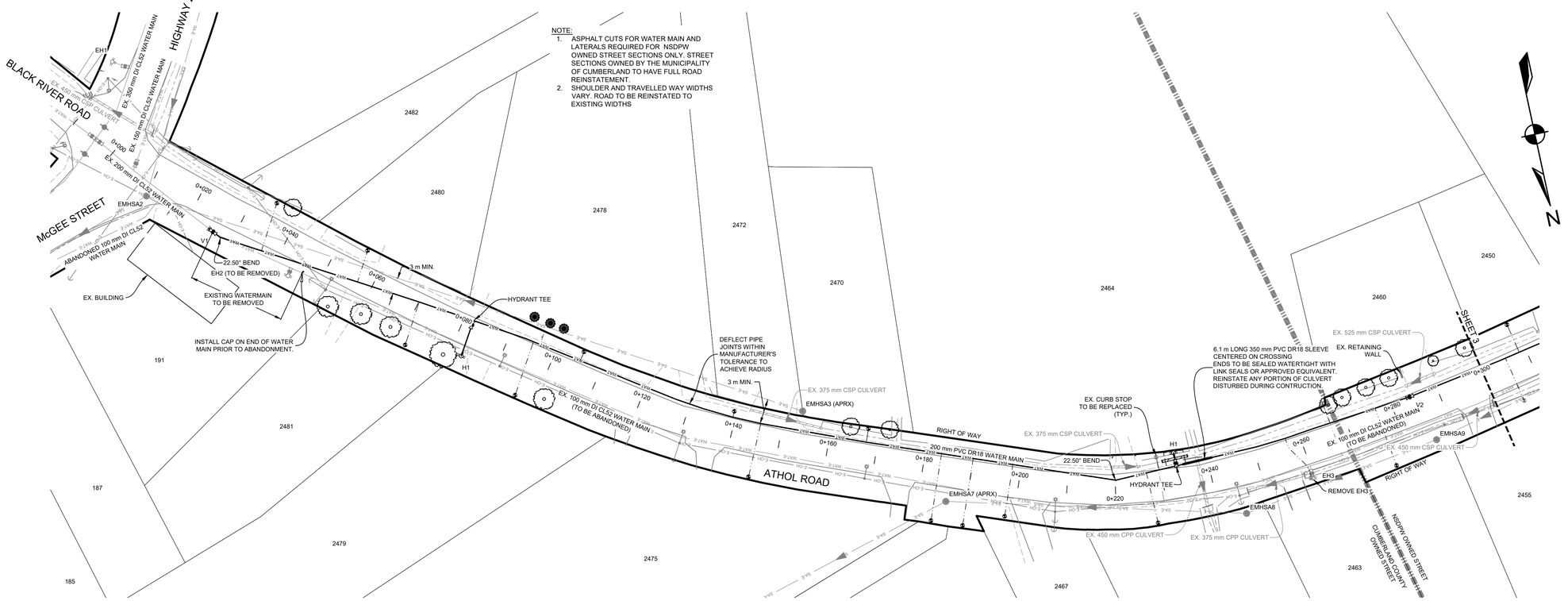
ATHOL ROAD WATERLINE REPLACEMENT

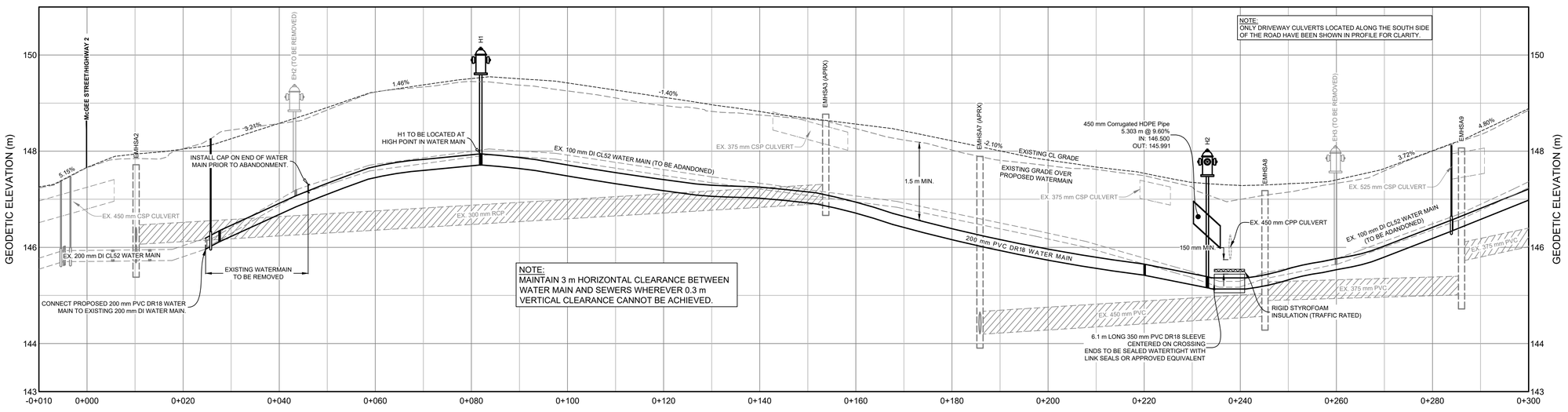
SPRINGHILL, NOVA SCOTIA

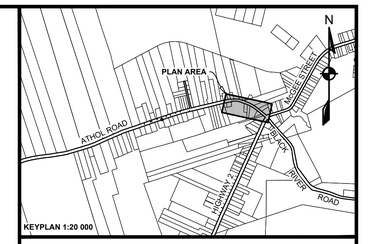
SHEET DESCRIPTION

COVER SHEET

Drawn: J. DWYER	Engineer: L. KING	Project No.: 17-121	Drawing No.: 1 OF 7
Date of 1st Issue: NOV. 15, 2017	Scale: 1:2000	Filename: 17-121T1.dwg	







LEGEND

DESIGN GRADE			
EXISTING GRADE			
EASEMENT			
WATER PIPE	WAT WAT WAT WAT		
SANITARY PIPE	SA SA SA SA		
DITCH CENTERLINE			
ROCK LINING			
CULVERT			
WATERCOURSE			
20 m BUFFER			
TOP OF SLOPE			
BOTTOM OF SLOPE			
OVERHEAD LINE	OH OH OH OH		
FENCELINE	X X X X		
PRECAST HEADWALL		UTILITY POLE	
CURBSTOP		WATER VALVE	
REDUCER		HYDRANT	
TREES		STREET SIGN	

NOTE:
MANHOLES MARKED "(APRX)" WERE NOT FOUND DURING TOPOGRAPHIC SURVEY, THEREFORE LOCATIONS AND INVERTS OF CONNECTED PIPES ARE APPROXIMATE.

LOCATIONS OF ALL OTHER EXISTING UNDERGROUND INFRASTRUCTURE (INCLUDING WATER LINE AND FORCEMAIN) ARE APPROXIMATE.

Metres
15 0 15 30
1:500

ISSUE	DATE	DESCRIPTION
3	MAR. 22, 2023	RE-ISSUED FOR TENDER
2	FEB. 2, 2018	ISSUED FOR TENDER
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CONSULTANT

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PHONE: 902.832.5597
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REGISTERED PROFESSIONAL ENGINEER
DATE MAR 22, 2023
A. J. SKETCHLEY
11560
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REGISTERED PROFESSIONAL ENGINEER
DATE MAR 22, 2023
L. A. KING
20200507
PROVINCE OF NOVA SCOTIA

CLIENT

municipality of cumberland

PROJECT DESCRIPTION

ATHOL ROAD WATERLINE REPLACEMENT

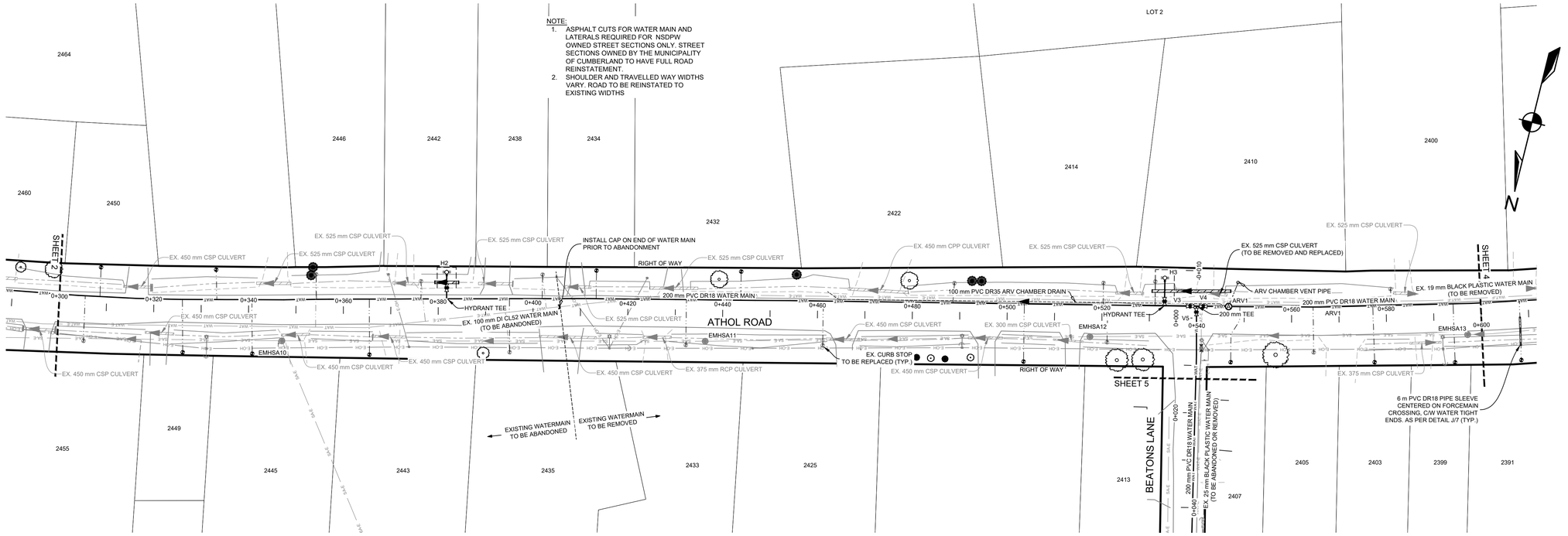
SPRINGHILL, NOVA SCOTIA

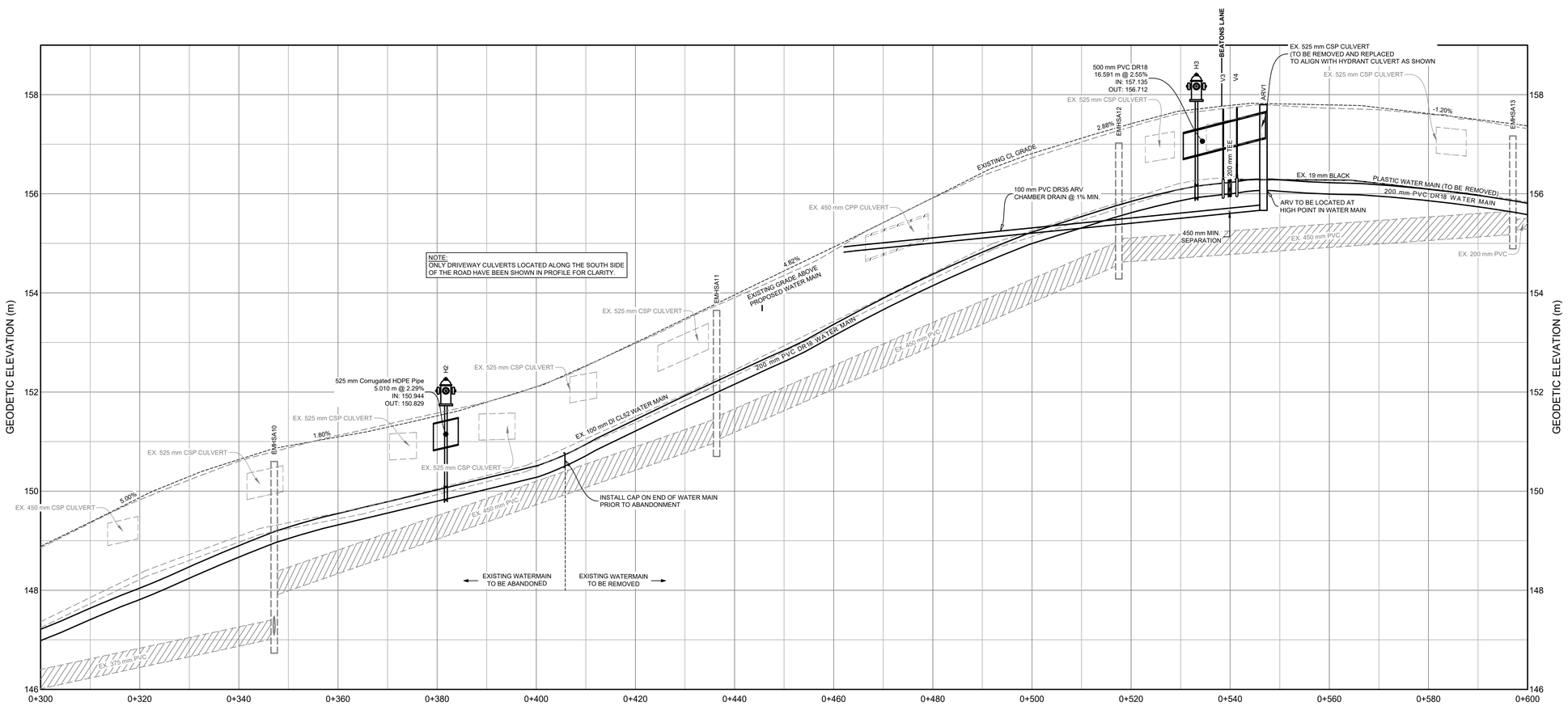
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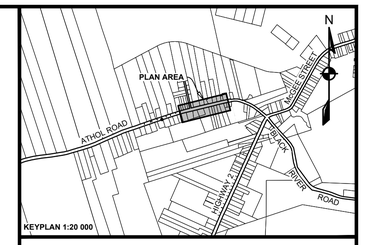
ATHOL ROAD
PLAN & PROFILE
-0+010 TO 0+300

Drawn: J. DWYER	Engineer: L. KING	Project No.: 17-121	Drawing No.: 2 OF 7
Date of 1st Issue: NOV. 15, 2017	Scale: 1:500 H, 1:50 V	Filename: 17-121PP2.dwg	

NOTE:
1. ASPHALT CUTS FOR WATER MAIN AND LATERALS REQUIRED FOR NSDPW OWNED STREET SECTIONS ONLY. STREET SECTIONS OWNED BY THE MUNICIPALITY OF CUMBERLAND TO HAVE FULL ROAD REINSTATEMENT.
2. SHOULDER AND TRAVELLED WAY WIDTHS VARY. ROAD TO BE REINSTATED TO EXISTING WIDTHS







LEGEND

DESIGN GRADE			
EXISTING GRADE			
EASEMENT			
WATER PIPE	WAT WAT WAT WAT		
SANITARY PIPE	SA SA SA SA		
DITCH CENTERLINE			
ROCK LINING			
CULVERT			
WATERCOURSE			
20 m BUFFER			
TOP OF SLOPE			
BOTTOM OF SLOPE			
OVERHEAD LINE	OH OH OH OH		
FENCELINE	X X X X		
PRECAST HEADWALL		UTILITY POLE	
CURBSTOP		WATER VALVE	
REDUCER		HYDRANT	
TREES		STREET SIGN	

NOTE:
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Metres
15 0 15 30
1:500

ISSUE	DATE	DESCRIPTION
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2	FEB. 2, 2018	ISSUED FOR TENDER
1	NOV. 15, 2017	PRELIMINARY REVIEW

CONSULTANT

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PHONE: 902.832.5597 www.designpoint.ca

REGISTERED PROFESSIONAL ENGINEER
DATE MAR. 22, 2023
A. J. SKETCHLEY
11560
PROVINCE OF NOVA SCOTIA

REGISTERED PROFESSIONAL ENGINEER
DATE MAR. 22, 2023
L. A. KING
20200507
PROVINCE OF NOVA SCOTIA

CLIENT

municipality of cumberland

PROJECT DESCRIPTION

ATHOL ROAD WATERLINE REPLACEMENT

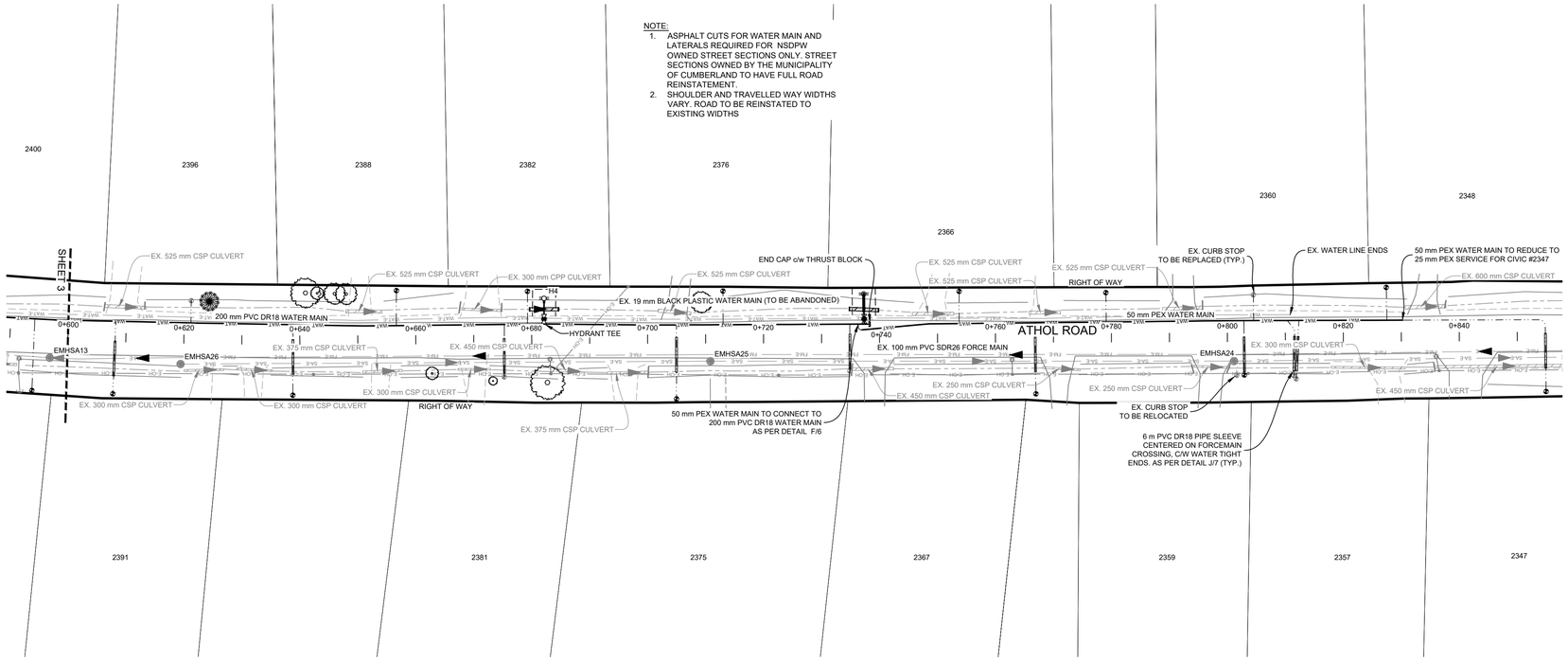
SPRINGHILL, NOVA SCOTIA

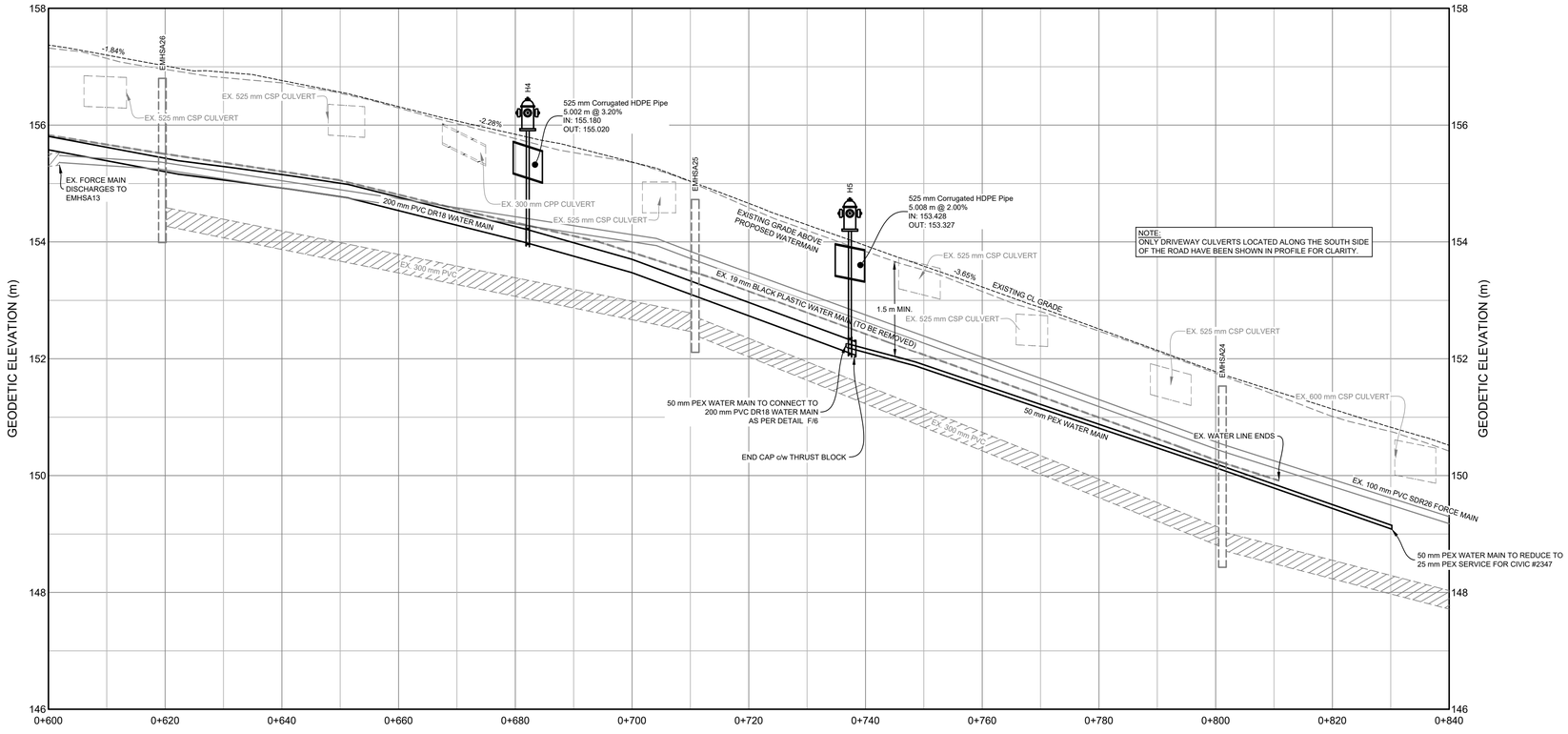
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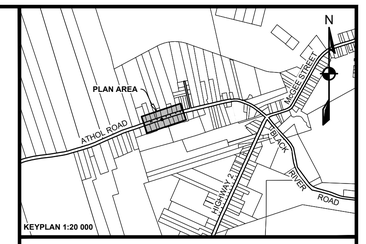
ATHOL ROAD
PLAN & PROFILE
0+300 TO 0+600

Drawn J. DWYER	Engineer L. KING	Project No. 17-121	Drawing No. 3 OF 7
Date of 1st Issue NOV. 15, 2017	Scale 1:500 H, 1:50 V	Filename 17-121PP3.dwg	

NOTE:
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LEGEND

DESIGN GRADE			
EXISTING GRADE			
EASEMENT			
WATER PIPE	WAT		
SANITARY PIPE	SA		
DITCH CENTERLINE			
ROCK LINING			
CULVERT			
WATERCOURSE			
20 m BUFFER			
TOP OF SLOPE			
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1:500

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REGISTERED PROFESSIONAL ENGINEER
DATE MAR. 22, 2023
A. J. SKETCHLEY
11560
PROVINCE OF NOVA SCOTIA

REGISTERED PROFESSIONAL ENGINEER
DATE MAR. 22, 2023
L. A. KING
20200507
PROVINCE OF NOVA SCOTIA

CLIENT

municipality of cumberland

PROJECT DESCRIPTION

ATHOL ROAD WATERLINE REPLACEMENT

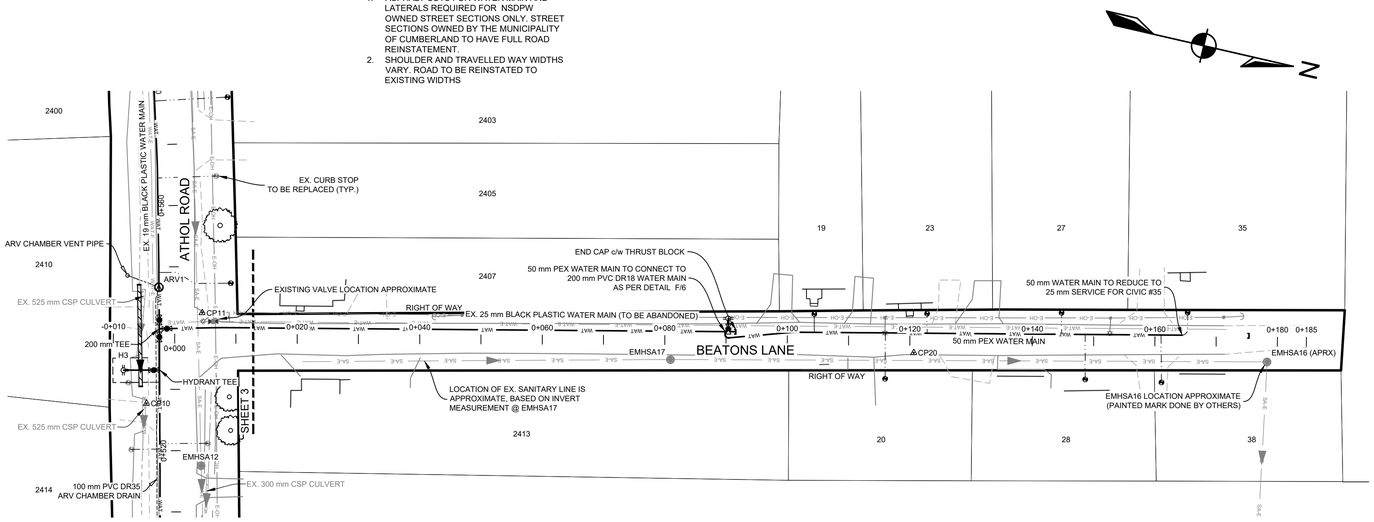
SPRINGHILL, NOVA SCOTIA

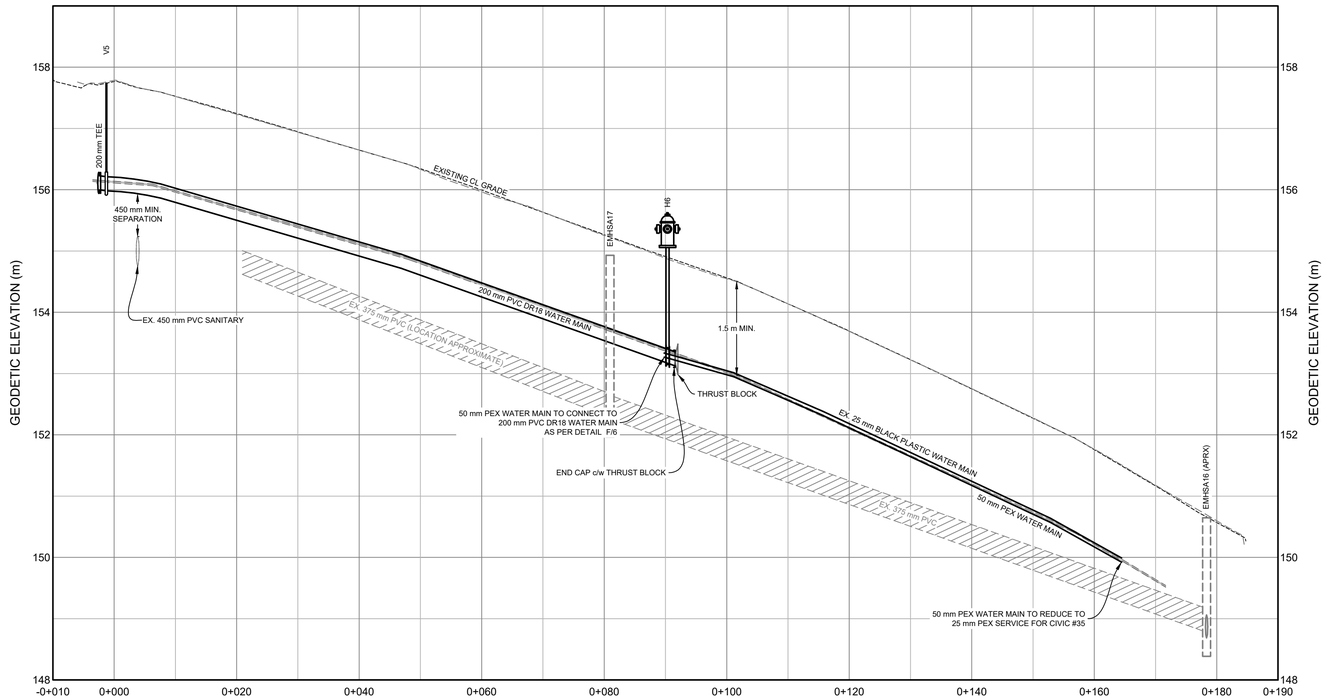
SHEET DESCRIPTION

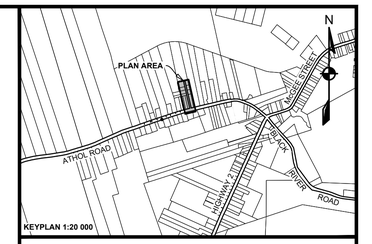
ATHOL ROAD
PLAN & PROFILE
0+600 TO 0+840

Drawn: J. DWYER	Engineer: L. KING	Project No.: 17-121	Drawing No.: 4 OF 7
Date of 1st Issue: NOV. 15, 2017	Scale: 1:500 H, 1:50 V	Filename: 17-121PP4.dwg	

NOTE:
1. ASPHALT CUTS FOR WATER MAIN AND LATERALS REQUIRED FOR NSDPW OWNED STREET SECTIONS ONLY. STREET SECTIONS OWNED BY THE MUNICIPALITY OF CUMBERLAND TO HAVE FULL ROAD REINSTATEMENT.
2. SHOULDER AND TRAVELLED WAY WIDTHS VARY. ROAD TO BE REINSTATED TO EXISTING WIDTHS







LEGEND

DESIGN GRADE			
EXISTING GRADE			
EASEMENT			
WATER PIPE	WAT WAT WAT WAT		
SANITARY PIPE	SA SA SA SA		
DITCH CENTERLINE			
ROCK LINING			
CULVERT			
WATERCOURSE			
20 m BUFFER			
TOP OF SLOPE			
BOTTOM OF SLOPE			
OVERHEAD LINE	OH OH OH OH		
FENCELINE	X X X X		
PRECAST HEADWALL		UTILITY POLE	
CURBSTOP		WATER VALVE	
REDUCER		HYDRANT	
TREES		STREET SIGN	

NOTE:
MANHOLES MARKED "(APRX)" WERE NOT FOUND DURING TOPOGRAPHIC SURVEY, THEREFORE LOCATIONS AND INVERTS OF CONNECTED PIPES ARE APPROXIMATE.

LOCATIONS OF ALL OTHER EXISTING UNDERGROUND INFRASTRUCTURE (INCLUDING WATER LINE AND FORCEMAIN) ARE APPROXIMATE.

Metres
15 0 15 30
1:500

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2	FEB. 2, 2018	ISSUED FOR TENDER
1	NOV. 15, 2017	PRELIMINARY REVIEW

CONSULTANT

DESIGNPOINT
engineering • surveying • solutions
PHONE: 902.832.5597 www.designpoint.ca

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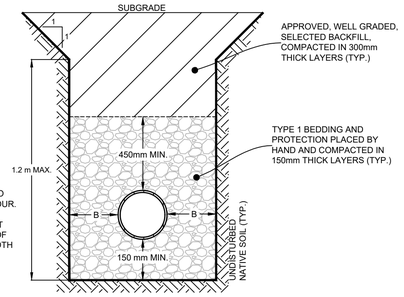
SHEET DESCRIPTION

BEATONS LANE PLAN & PROFILE -0+010 TO 0+190

Drawn J. DWYER	Engineer L. KING	Project No. 17-121	Drawing No. 5 OF 7
Date of 1st Issue NOV. 15, 2017	Scale 1:500 H, 1:50 V	Filename 17-121PP7.dwg	

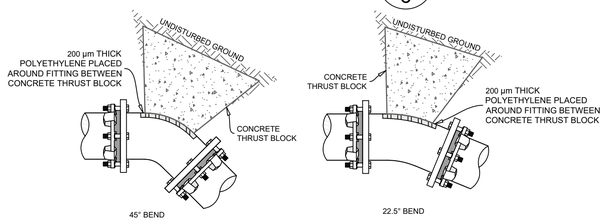
TRENCH AND BACKFILL CROSS SECTION (A, 6) N.T.S.

PIPE SIZE NOM. DIA.	DIMENSION B (mm)
UP TO 375 mm	300
376 TO 500 mm	300
501 TO 750 mm	400
751 TO 1200 mm	400
BEDDING REQUIREMENTS SHALL BE THE GREAT OF 150 mm OR 25% OF PIPE DIAMETER.	



NOTES
1. SIDES OF TRENCHES TO BE EXCAVATED TO REQUIREMENTS OF DEPARTMENT OF LABOUR.
2. ASPHALT CUTS REQUIRED FOR NSDPW OWNED STREETS SECTIONS ONLY. STREET SECTIONS OWNED BY THE MUNICIPALITY OF CUMBERLAND TO HAVE FULL ASPHALT WIDTH REPLACEMENT.

THRUST BLOCK DETAILS (D, 6) N.T.S

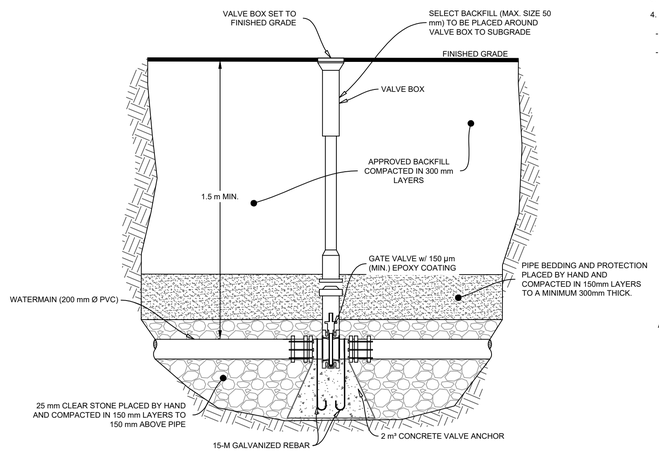


MINIMUM THRUST BLOCK CONTACT AREA (m²)

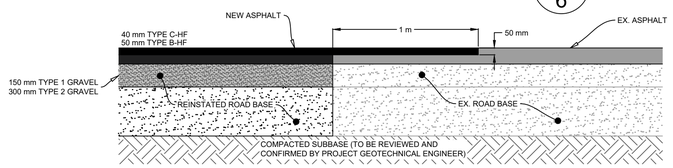
BASED ON SOIL BEARING CAPACITY OF 100 kPa AND INTERNAL PIPE PRESSURE OF 1035 kPa.

PIPE DIAMETER (mm)	CAP	TEE	45° BEND	22.5° BEND	11.25° BEND
150	0.48	0.48	0.40	0.24	0.16
200	0.80	0.80	0.64	0.32	0.16
250	1.28	1.28	0.96	0.48	0.24

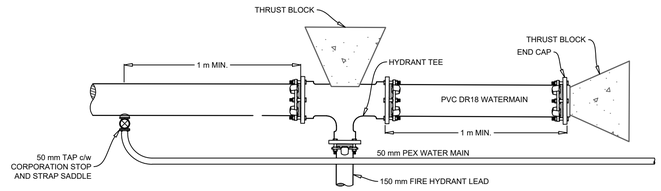
STANDARD GATE VALVE CONNECTION (B, 6) N.T.S.



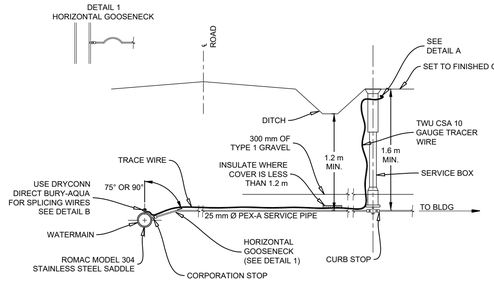
PAVEMENT REINSTATEMENT DETAIL (E, 6) N.T.S



WATER MAIN DEAD-END TRANSITION DETAIL (F, 6) N.T.S.



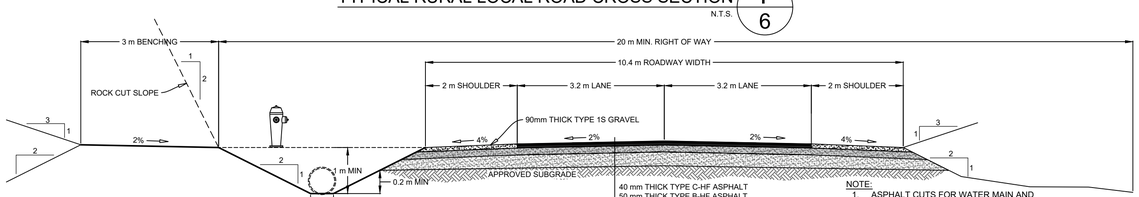
TYPICAL RURAL SERVICE CONNECTION TO HOUSE PLUMBING (G, 6) N.T.S.



NOTES:

1. MINIMUM 300 mm VERTICAL AND HORIZONTAL SEPARATION TO BE MAINTAINED BETWEEN WATER AND WASTEWATER / STORMWATER PIPES.
2. SERVICES BOXES TO HAVE S.S. OPERATING RODS AND COTTER PINS.
3. PLACE SELECT BACKFILL MATERIAL, MAX. 50 mm AROUND SERVICE BOX TO SUB GRADE.
4. PROVIDE 6.0 m HORIZONTAL SEPARATION FROM ANY PORTION OF A WASTEWATER DISPOSAL FIELD.
5. BACKFILLING OF SERVICE TRENCH TO BE IN ACCORDANCE WITH SECTION 33 11 00 (3.2.1.1)
6. MINIMUM SERVICE SIZE OF MUNICIPEX SERVICE PIPE IS 25 mm

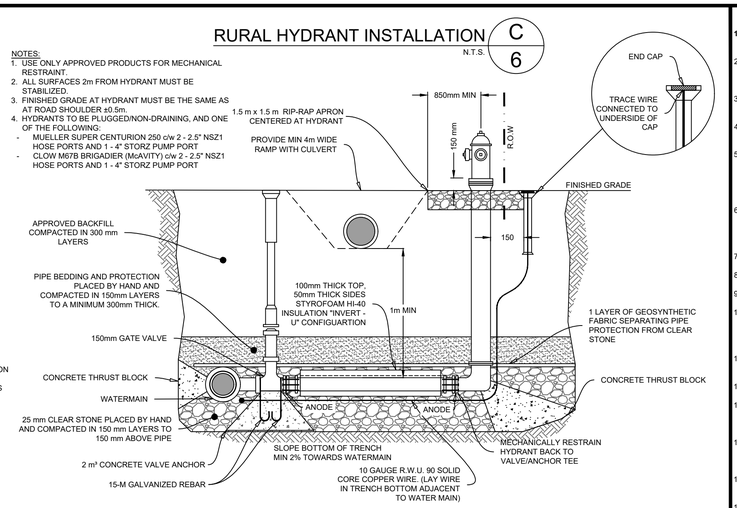
TYPICAL RURAL LOCAL ROAD CROSS SECTION (I, 6) N.T.S.



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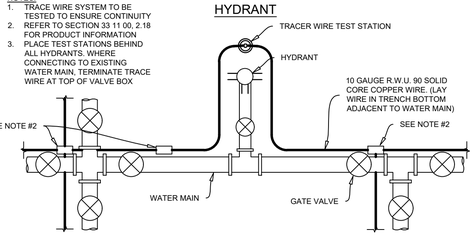
RURAL HYDRANT INSTALLATION (C, 6) N.T.S.

NOTES:
1. USE ONLY APPROVED PRODUCTS FOR MECHANICAL RESTRAINT.
2. ALL SURFACES 2m FROM HYDRANT MUST BE STABILIZED.
3. FINISHED GRADE AT HYDRANT MUST BE THE SAME AS AT ROAD SHOULDER ±0.5m.
4. HYDRANTS TO BE PLUGGED/NON-DRAINING, AND ONE OF THE FOLLOWING:
   - MUELLER SUPER CENTURION 250 c/w 2 - 2.5" NSZ1 HOSE PORTS AND 1 - 4" STORZ PUMP PORT
   - CLOW M67B BRIGADIER (McAVITY) c/w 2 - 2.5" NSZ1 HOSE PORTS AND 1 - 4" STORZ PUMP PORT



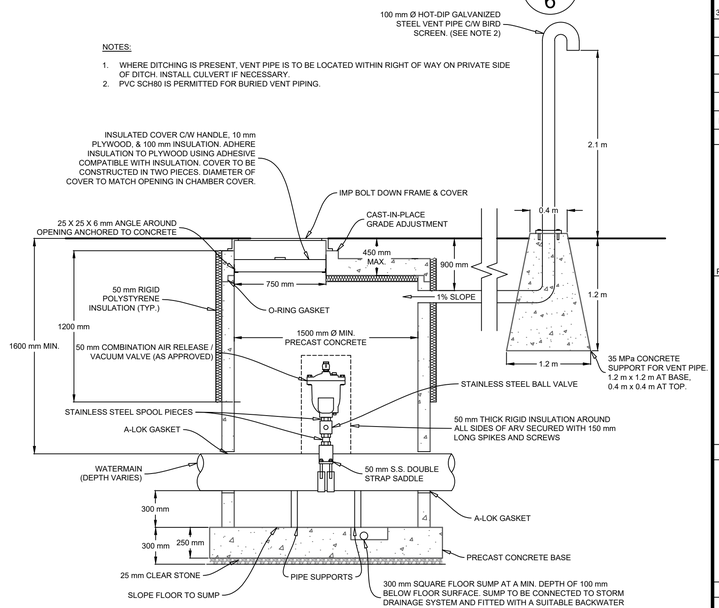
NOTES:
1. TRACE WIRE SYSTEM TO BE TESTED TO ENSURE CONTINUITY
2. REFER TO SECTION 33 11 00, 2.18 FOR PRODUCT INFORMATION
3. PLACE TEST STATIONS BEHIND ALL HYDRANTS. WHERE CONNECTING TO EXISTING WATER MAIN, TERMINATE TRACE WIRE AT TOP OF VALVE BOX

HYDRANT

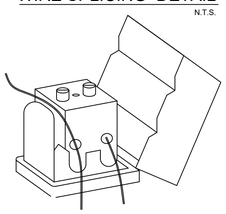


AIR RELEASE VALVE CHAMBER (50 mm) (H, 6) N.T.S.

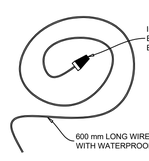
NOTES:
1. WHERE DITCHING IS PRESENT, VENT PIPE IS TO BE LOCATED WITHIN RIGHT OF WAY ON PRIVATE SIDE OF DITCH. INSTALL CULVERT IF NECESSARY.
2. PVC SCH80 IS PERMITTED FOR BURIED VENT PIPING.



WIRE SPLICING DETAIL N.T.S.



COILED WIRE ENDS DETAIL N.T.S.



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3. ALL WORKS TO BE IN ACCORDANCE WITH REQUIREMENTS OF ALL PERMITS AND REGULATIONS AS ISSUED BY THE NOVA SCOTIA DEPARTMENT OF ENVIRONMENT.
4. CONTRACTOR TO NOTIFY DESIGNPOINT AND MUNICIPALITY OF CUMBERLAND REGARDING CONSTRUCTION SCHEDULING PRIOR TO COMMENCING CONSTRUCTION.
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6. ALL DISTURBED AREAS NOT STABILIZED BY GRAVEL, ASPHALT, CONCRETE, OR SOD ARE TO BE STABILIZED WITH 100mm TOPSOIL AND HYDROSEEDED. HYDROSEEDED AREAS TO BE COVERED WITH HAY MULCH (MIN. 3500 kg/Ha). HYDROSEEDED AREAS THAT DO NOT SHOW ACTIVE GROWTH WITHIN THE FIRST GROWING SEASON TO BE RE-STABILIZED.
7. MATERIALS SHALL NOT BE SUBSTITUTED UNLESS PRIOR APPROVAL IS PROVIDED BY THE ENGINEER.
8. SHOP DRAWINGS TO BE PROVIDED FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO CONSTRUCTION.
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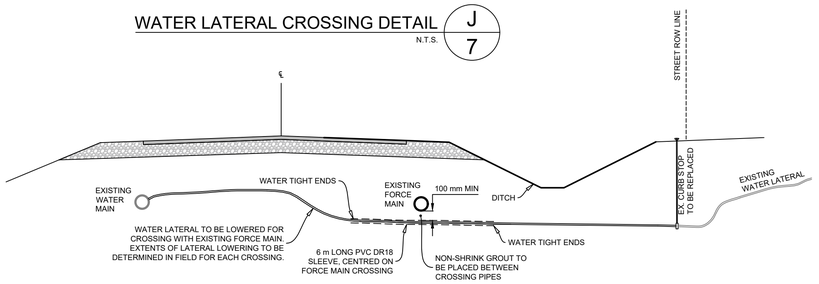
CONSTRUCTION NOTES AND DETAILS

Drawn	Engineer	Project No.	Drawing No.
J. DWYER	L. KING	17-121	6 OF 7
Date of 1st Issue	Scale	Filename	
NOV. 15, 2017	N.T.S.	17-121D.dwg	

WATER LATERAL CROSSING DETAIL

J / 7

N.T.S.



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32. ABANDONED WATER MAIN TO BE CAPPED AND FILLED WITH GROUT.

ISSUE	DATE	DESCRIPTION
3	MAR. 22, 2023	RE-ISSUED FOR TENDER
2	FEB. 2, 2018	ISSUED FOR TENDER
1	NOV. 15, 2017	PRELIMINARY REVIEW

CONSULTANT

DESIGNPOINT
engineering • surveying • solutions
PHONE: 902.832.5597
www.designpoint.ca

REGISTERED PROFESSIONAL ENGINEER — DATE MAR. 22, 2023 — A. J. SKETCHLEY — 11560 — PROVINCE OF NOVA SCOTIA

REGISTERED PROFESSIONAL ENGINEER — DATE MAR. 22, 2023 — L. A. KING — 20200507 — PROVINCE OF NOVA SCOTIA

CLIENT

municipality of cumberland

PROJECT DESCRIPTION

ATHOL ROAD WATERLINE REPLACEMENT

SPRINGHILL, NOVA SCOTIA

SHEET DESCRIPTION

CONSTRUCTION NOTES AND DETAILS

Drawn	Engineer	Project No.	Drawing No.
J. DWYER	L. KING	17-121	7 OF 7
Date of 1st Issue: NOV. 15, 2017	Scale: N.T.S.	Filename: 17-121D.dwg	