

Town of Lunenburg



WWTP Flood Protection


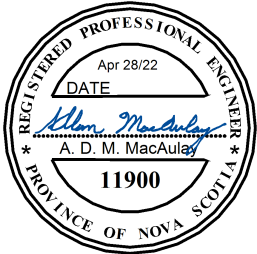
Issued for Tender

APRIL 2022

Contract No. 210803.04

Town of Lunenburg

WWTP Flood Protection

Issued for Tender	Rick Giffin	April 28, 2022	Sarah Ensslin
Issued for 95% Review	Rick Giffin	April 20, 2022	Sarah Ensslin
Issued for 60% Review	Rick Giffin	April 6, 2022	Sarah Ensslin
<i>Issue or Revision</i>	<i>Reviewed By:</i>	<i>Date</i>	<i>Issued By:</i>
			

THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH **THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES** AS PUBLISHED BY THE NOVA SCOTIA ROAD BUILDERS ASSOCIATION - CONSULTING ENGINEERS OF NOVA SCOTIA AND THE **JOINT COMMITTEE ON CONTRACT DOCUMENTS**. COPIES OF THESE DOCUMENTS ARE AVAILABLE FROM THE JOINT COMMITTEE ON CONTRACT DOCUMENTS, 18 LAURIER STREET, DARTMOUTH, NS, B3A 2G7; PHONE: (902)233-9362 OR BY EMAIL AT: NSMUNICIPALSERVICES@GMAIL.COM

The Table of Contents includes sections applicable to this project and also indicates those sections in the Standard Specification for Municipal Services that have revisions and new sections added.

<u>SUBJECT</u>	<u>SECTION</u>
<u>BIDDING AND CONTRACT REQUIREMENTS</u>	
Information to Tenderers	00 21 13
Tender Form - Stipulated Price	00 41 42
Form of Agreement	00 53 43
Supplementary General Conditions	00 73 10
<u>SUPPLEMENTARY SPECIFICATIONS</u>	
General Requirements (Revised)	01 10 00
Environmental Protection (Revised)	01 57 00
Earthwork (Revised)	31 20 00
Asphalt Concrete Paving (Revised)	32 12 16
Storm Sewers and Culverts (Revised)	33 40 00
Standard Details (Revised)	39 00 00

**BIDDING AND CONTRACT
REQUIREMENTS**

1. A complete Tender is comprised of the following:
 - a) The Tender Form in its entirety, with all pages and spaces for entry of information by Tenderers filled in as instructed.
 - b) Acknowledgment of addenda received by the Tenderer during the tendering period.
 - c) Tender Security (refer to clause 12 herein).
2. Sealed, hard copy tenders must be clearly marked "WWTP Flood Protection Tender" and must be submitted to Katie MacMillan, Business Coordinator at 119 Cumberland Street, Lunenburg, NS B0J 2C0 before **2:00 p.m. local time on Tuesday May 24, 2022** (the "Closing Time"). Tenders submitted by email, fax, or by any other method may be rejected unopened in the sole and absolute unfettered discretion of the Town of Lunenburg (the "Town"). The Town shall have the right in its absolute and unfettered discretion to determine whether a tender has been received prior to the Closing Time. An electronic submission in pdf file format on a USB is also required to be submitted with the hard copy tender. Tender prices must remain open and available for acceptance by the Town for 90 days after the Closing Time
3. Tender opening will occur at Town Hall following Tender Closing. Tender opening will be public.
4. Before tendering, Tenderers shall have examined the *Site* of the work and shall have satisfied themselves as to the working conditions, including labour conditions and labour rules, the nature and kind of work to be done, any special risks associated therewith and all other matters which may be necessary in order to form a proper conception under which the work will be required to be performed. Tenderers shall not be entitled to claim at any time after closing of tenders that there was any misunderstanding in regard to all such conditions.
5. When forming their estimates and preparing their tenders, Tenderers shall take full cognizance of the content of all the Contract Documents listed in Section 00 41 42 - Tender Form - Stipulated Price.
6. Any additional information or questions regarding the Tender or Contract documents must be in writing and addressed to Katie MacMillan, Business Coordinator, (902) 634-4416 (fax), purchasing@townoflunenburg.ca Questions with respect to the technical aspects of the Specifications etc. must be in writing and addressed to the *Consultant* at 1505 Barrington Street, Suite 901, PO Box 606, Halifax, NS, B3J 2R7, Attention: Allan MacAulay, P.Eng., at amacaulay@cbcl.ca or Fax: 902-423-3938, not less than two (2) working days before Tender Closing. Tenderers will be advised simultaneously of any decisions on such matters as necessary by means of addenda (which will be serially numbered) and all addenda issued shall be incorporated into the Contract Documents.
7. Tenderer shall fill in the Completion Time and is notified that the completion date based on this may be taken into account in considering

the tenders.

8. The Agreement is included in the Contract Documents at the time of tendering and is provided for information only and shall not be completed at the time of tendering.
 9. The appending of any qualifying clauses to the tender or failure to comply with these instructions and with all other relevant provisions contained in the documents in the completing of any tender may render such tender liable to disqualification as determined by the *Owner*.
 10. Contract Price to exclude HST. Harmonized sales tax shall be indicated as a separate amount and included in the *Total Amount Payable*.
 11. Each tender shall be accompanied by Tender Security in the amount of ten percent (10%) of the *Total Amount Payable* in evidence of the bona fide nature of the tender.
 12. Tender Security shall be in favour of the *Owner* and shall be in the form of a Certified Cheque, irrevocable Letter of Credit or a Bid Bond which shall guarantee to the *Owner* that in the event of the successful Tenderer declining to enter into a formal agreement with the *Owner* as called for in the Contract Documents, or declining or neglecting to provide the Insurance or Contract Security required by the Contract Documents, then the *Owner* will be reimbursed the additional cost of accepting another tender or Tender Security amount, whichever is the lesser.
 - .1 The bonds shall be issued by a company whose guarantee bonds are acceptable to the Government of Canada. Use the latest edition of CCDC Form 220.
 13. The Tender Security of the unsuccessful Tenderers will be returned to them after the *Owner* enters into a formal agreement with the successful Tenderer or the expiration of validity of their tenders, whichever occurs first.
 14. On the written acceptance by the *Owner* of a tender, that tender becomes the Contract and the Tenderer who has submitted it becomes the Contractor. The Contractor will be required to enter into a formal agreement with the *Owner* following receipt of a written notice of acceptance from the *Owner*. The written notice of acceptance forms a Contract Agreement until the formal "Agreement" is executed.
 15. Within seven (7) days of written acceptance of a tender provide Contract Security in the amount and form as specified in Section 00 73 00, GC 11.2.1.
-

16. Complete the Tender Form and have corrections initialled by the individual signing the tender.
17. The Owner will not defray any expenses whatsoever incurred by Tenderers in the preparation and submission of their tenders. The Owner reserves the right to waive any formality or technicality in any tender.
18. The Town reserves the right to reject any and all tenders. Neither the lowest nor any tender will necessarily be accepted. The Town reserves the right to accept a tender other than the lowest tender based on any criteria and/or accept a tender which may in any way be non-compliant which in its sole and absolute discretion the Town deems to be in its best interest. The Town reserves the right in its sole and absolute discretion to reject a tender on any basis whatsoever including if a tender is incomplete, conditional or obscure, or which contains additions not called for, or for irregularities of any kind. Not to limit the generality of the foregoing, if the Town has (in its sole and absolute discretion) any concerns about any internal budget or other issues that may arise in light of the amounts and/or other criteria set out in the tenders it receives, then the Town may cancel the tender process and may (in its sole and absolute discretion) negotiate directly with any tenderer or other person as the Town deems fit. By participating in this tender process, each tenderer is deemed to have waived any and all rights to make any type of claim whatsoever against the Town arising out of this tender process.
19. Tenders, which in the opinion of the Owner are considered to be informal or unbalanced, may be rejected.
20. Tenders may be amended or withdrawn without penalty, by letter, or facsimile, (902)634-4416, prior to Tender Closing. Amendments shall not disclose either original or revised total price.
 - .1 Head amendment or withdrawal as follows: "[Amendment]/[Withdrawal] of Tender for the "Town of Lunenburg, WWTP Flood Protection, Tender No. 210803.04". Sign and seal as required for tender and submit at fax number provided above. All Submissions must be received prior to Tender Closing.
 - .2 For response submitted by fax, responders may revise their bid by facsimile or letter, provided that the revision is received prior to Closing. Revisions by facsimile must be sent to the facsimile number as indicated above. The Owner will not be responsible for any failure attributable to the mechanical or electronic transmission or reception of the facsimile.
21. Tenderers are encouraged to attend a non-mandatory *site* meeting, held at the **Site at 10:00am on Monday May 9, 2022**. Questions may be asked and description of the Work may be discussed during this meeting, however no minutes of the meeting will be distributed. Modifications made by way of addenda, to tendering requirements or the Contract Documents, shall be binding.
22. The Contractor shall comply with the requirements of all relevant Federal and Provincial legislation and regulations. In particular, the

Contractor, prior to the execution of the contract, shall file with the Town a certification that they carry Workers Compensation benefits for their employees and shall also comply with all other relevant Federal and Provincial legislation and regulations with respect to their employees, including the Nova Scotia Occupational Health and Safety Act and its regulations. The Contractor must provide proof of current Construction Safety Nova Scotia Association Certificate of Recognition (COR) Certification, if applicable. The successful Bidder shall be solely responsible for safety and for compliance with the rules, regulations, and practices required by the applicable health and safety legislation and shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work, including any and all orientation and regular meetings throughout.

23. The Contractor shall not be entitled to assign or transfer this contract or any rights or obligations thereunder. The Contractor cannot subcontract out any portion of the work under this contract except with the express written consent of the Town. This contract may be cancelled by the Town in its sole and absolute discretion, with or without prior notice to the Contractor.
24. Should there be any questions regarding the interpretation of the Tender or Contract documents, the Lunenburg Town Council shall decide on the correct interpretation.
25. Contractor must be of legal age to sign contracts in the Province of Nova Scotia.
26. Award is subject to Town council approval for all tenders over \$100,000.00 (plus HST).

TO: Town of Lunenburg

FROM: _____

The undersigned Tenderer, having carefully read and examined the undermentioned Contract Documents prepared by CBCL Limited for the completion of the Town of Lunenburg, WWTP Flood Protection, Tender No. 210803.04, which comprise all the tender documents in accordance with the following documents:

Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2022
Tender Form - Stipulated Price
Agreement Between Owner and Contractor
Definitions
General Conditions of the Stipulated Price Contract - CCDC 18-2001
Supplementary General Conditions
Supplementary Specifications
Drawings
Addendum/Addenda

hereby accepts the same as part and parcel of the Contract herein referred to, and having carefully examined the locality and site of Work and having full knowledge of the work required and of the materials to be furnished and used, does hereby Tender and offer to enter into a contract to perform and complete, the whole of the said Work and provide all necessary labour, plant, tools, materials and equipment and pay all applicable taxes, as set forth and in strict accordance with the Specifications, Drawings and other Contract Documents and to do all therein called for on the terms and conditions and under the provisions therein set forth as follows.

CONTRACT PRICE \$ _____

ADD HST (15% OF CONTRACT PRICE) \$ _____

TOTAL AMOUNT PAYABLE \$ _____

Tenderer's HST Registration No. _____

COMPLETION TIME

1. Tender agrees Substantial Performance of the Work within _____ weeks from written notification of Award, but in no case later than **August 19, 2022.**

UNIT RATES FOR EXTRA WORK

Provide a unit rate for the following item in the event the following scope additions are required. Include labour, material, Contractor's overhead, and profit. Do not include HST.

1. Excavation and disposal off Site unsuitable material as defined in Section 31 20 00 beyond the lines shown on the Project Drawings and replacement with LPF as defined in Section 31 20 00:

\$ _____ / m³

The Undersigned Tenderer:

- .1 Declares that this tender is valid for acceptance until _____, 202____ (being sixty (60) calendar days from the Tender Closing).
- .2 Declares that the Contract Price set forth in the Tender Form has been correctly computed for the purposes of this tender and that it includes and covers all duties, and handling charges; transportation; and all other charges. Harmonized sales tax is not to be included in the Contract Price.
- .3 Hands you herewith by way of Tender Security a Bid Bond or Certified Cheque or irrevocable Letter of Credit in the amount of ten percent (10%) of the Total Amount Payable on the understanding that in the event of this tender not being accepted by you, then this Tender Security will be returned to the undersigned Tenderer either at the time that the Contract is entered into with some other Tenderer, or at the expiration of validity of this tender, whichever is the sooner.
- .4 Undertakes in the event of your acceptance of this tender, to execute a formal agreement in the form hereto attached, within seven (7) days of written acceptance and further agrees to provide the Contract Security in the amount and for as specified in GC 11.2 and as supplemented in Section 00 73 10, and Insurance as specified in GC 11.1.
- .5 Undertakes, in the event of your acceptance of the Tender, to achieve Substantial Performance of the Work within the number of weeks of written notification of Award indicated above.
- .6 Upon request, provide evidence of ability and experience within seven (7) days of request, including experience in similar work, work currently in progress, senior supervisory staff available for the Work, equipment available for the Work, and financial resources.
- .7 Agrees that in the event of failing or neglecting either to provide the Contract Security and Insurance and/or to execute the Agreement in the manner herein before undertaken, then the Tender Security shall be forfeited.
- .8 Agrees that unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding Contract between us.
- .9 Understands and agrees that the Owner is not bound to accept the lowest or any tender which they may receive.
- .10 Agrees to provide, maintain, and pay for the insurance coverages specified in the Contract Documents. One copy of all insurance policies

of the Contractor and two copies of certificates of insurance, certifying to the issuance of all insurance policies, shall be furnished to the Owner. Each and every insurance policy shall name the Contractor, Owner and Consultant as being insured in the full amount of the insurance.

- .11 Declares to have personal knowledge of the location of the proposed Work and is informed as to the actual conditions and requirements, including labour conditions and labour rules and shall not claim at any time after execution of the Agreement that there was any misunderstanding in regard to such conditions and requirements.
- .12 Declares to have carefully examined the documents and Addenda No. _____ to _____ referred to in the first paragraph of this Tender Form, and the Tenderer hereby accepts and agrees to the same as forming a part of the Contract.
- .13 Understands that in the event that the tendered Contract Price is not within the project budget, the Owner has the right to negotiate the Contract with the low bidder or reject all tenders received.
- .14 Agrees that the Warranty Period defined in the Contract Documents shall be for a period of one (1) year from the date of Substantial Performance of the Work.
- .15 Understands that Substantial Performance of the Work will be established in accordance with General Conditions of the Contract and applicable lien legislation.
- .16 Understands that after the issuance of the certificate of Substantial Performance of the Work by the Consultant, provided that the Contractor has relieved the Owner from any and all claims, demands and lien claims for and in respect of the Contract, and has completed all outstanding items and corrected all deficiencies, the Contractor shall submit an application for Final Payment and the Consultant will thereafter prepare the Final Certificate for payment in accordance with the General Conditions of the Contract and applicable lien legislation
- .17 Understands that the payment of holdback will be in accordance with the General Conditions of the Contract and subject to the provisions of the lien legislation applicable to the Place of Work.
- .18 Understands the occupational Health and Safety Legislation and any Workers or Workplace compensation legislation applicable to the Place of the Work and declares that they are in good standing and have all necessary certification as required by such legislation.
- .19 Agrees that time shall be construed as being of the essence of the Contract.

Town of Lunenburg
WWTP Flood Protection
Tender No. 210803.04

TENDER FORM -
STIPULATED PRICE

Section 00 41 42
Page 4
April 2022

DATED THIS _____ DAY OF _____, 202____.

[Seal]

Name of Firm Tendering

Signature of Signing Officer

Witness

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

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

END

This Agreement made on the ____ day of ____ in the year 2022.

BY AND BETWEEN

Town of Lunenburg

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

The Contractor shall:

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

WWTP Flood Protection

Tender No. 210803.04

located at Lunenburg, NS for which the Agreement has been signed by the parties, and for which

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

and

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

- .3 commence the Work by the ____ day of ____ in the year 2022 and complete the Work by **August 19, 2022**. Tender agrees Substantial Performance of the Work within ____ weeks from written notification of Award.

ARTICLE A2 - AGREEMENTS AND AMENDMENTS

The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the work, including the bidding documents that are not expressly listed in Article 3 of the Agreement.

ARTICLE A3 - CONTRACT DOCUMENTS

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

- .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2022.
- .2 Tender Form - Stipulated Price
- .3 Form of Agreement
- .4 General Conditions of the Civil Work Contract
- .5 Supplementary General Conditions
- .6 Supplementary Specifications
- .7 Drawings

<u>Dwg. No.</u>	<u>Title</u>
C00	Cover
C01	Site Upgrades - Plan Views
C02	Proposed Upgrades - Profiles and Sections
C03	Details

- .8 Addenda ____ through ____.

ARTICLE A4 - CONTRACT PRICE

- .1 The estimated Contract Price, excluding the amount of HST is:

_____/100 dollars _____

- .2 All amounts are in Canadian funds.
- .3 These amounts shall be subject to adjustments 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 in accordance with the Cost Breakdown table of items specified in Section 01 10 00.
 - .2 For each pay item a percent completion will be provided by the Contractor and confirmed by the Owner or Engineer. The Contractor

- will be paid in accordance with this confirmed amount. The percent completion will be multiplied against the value of the pay item.
- .3 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items.
 - .4 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under subsection 6.3.4 of this section.
 - .5 To the total amount calculated in 5.3.3 above, the Harmonized Tax will be added.
- .4 The last day of the payment period shall be the last day of the month.
 - .5 Upon Substantial Performance of the Work as certified by the Engineer the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC5.8 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.
 - .6 Upon the issuance of the final certificate for payment, Work as certified by the Engineer the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45 - General Conditions, subsection GC5.10 - 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 payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:
 - .1 The annual interest rate applicable to the contract is 2% compounded semi-annually.
 - .2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- .1 Notices in writing shall be addressed to the recipient at the address set out below.
- .2 The delivery of a notice in writing shall be by hand, courier, prepaid first class mail, 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 119 Cumberland Street, Lunenburg, NS B0J 2C0

.2 The Contractor at _____

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

ARTICLE A7 - SUCCESSION

The Contract Documents listed in Article A3 herein are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE A8 - RIGHTS AND REMEDIES

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

ARTICLE A9 - TIME

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

Town of Lunenburg

Name of Owner

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

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

END

THESE SUPPLEMENTARY GENERAL CONDITIONS AMEND THE DEFINITIONS AND GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT (CCDC 18 - 2001).

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Page 4, after Article A-8 insert the following new articles:

"ARTICLE A-9 SEVERABILITY

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

ARTICLE A-10 TIME OF THE ESSENCE

10.1 Time shall be deemed to be of the essence."

DEFINITIONS

Where the term "Consultant" appears in the General Conditions, revise to read "Engineer"

Page 7, after definitions for Specifications, add new definitions for Standard Specification as follows and renumber subsequent definitions:

19. Standard Specification

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

Page 7, after definitions for Supplemental Instruction, add new definitions for Supplemental Specifications as follows:

23. Supplementary Specifications

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

Page 7, after definitions for Working Day, add new definitions for Project Documents as follows:

27. Approved or Approval

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

28. Total Amount Payable

Total Amount Payable means the sum of the Contract Price in the Tender Form, subject to adjustments made in accordance with the provisions of the Contract Documents plus the amount of Value Added Taxes.

29. Period of Delay

The period of time from the date stated in the Agreement and the actual date of Substantial Performance; if any.

30. Project Documents

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

31. Site

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

SECTION 00 72 45 - GENERAL CONDITIONS OF CONTRACT

GC 2.4 - DEFECTIVE WORK

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

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

GC 3.4 DOCUMENT REVIEW

Page 12, add clause 3.4.2 as follows:

"3.4.2 Each party has had an opportunity to evaluate this Agreement with counsel of its choosing and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be enforced and construed as if drafted jointly by the parties and no presumption or burden of proof will arise favouring or disfavouring either party or its construction or interpretation of this Agreement by virtue of the authorship of any of the terms of provisions of this Agreement.

GC 3.5 CONSTRUCTION SCHEDULE

Page 13, add new clause 3.5.2 as follows:

"3.5.2 If, at any time, it should appear to the *Owner* or the *Engineer* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Engineer* pursuant to clause 3.5.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Engineer* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.6 - CLAIMS FOR A CHANGE IN CONTRACT PRICE."

GC 3.6 SUPERVISION

Page 13, add new clause 3.6.3 as follows:

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

GC 3.7 - LAYOUT OF THE WORK

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

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

GC 3.11 - SHOP DRAWINGS

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

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

Page 15, add new GC 3.15 as follows:

GC 3.15 CLOSEOUT DOCUMENTS

"3.15.1 Fifteen working days before the application for Substantial

Performance is made, submit the following closeout documents to the Engineer for review if required by the Contract Documents:

- .1 Record Drawing/As-Built Drawings.
- .2 Any other documentation identified as a Closeout document in Section 01 10 00.

- 3.15.2 Should the Contractor fail to submit any of the required documents above this will constitute a contractual deficiency in an amount determined by the Engineer and will be subject to finishing holdback procedures granted under the lien legislation at the Place of Work.

GC 5.4 - BASIS OF PAYMENT FOR COST PLUS WORK

Page 17, after clause 5.4.2, add the following clause and renumber subsequent subclauses:

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

GC 5.6 - PROGRESS PAYMENT

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

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

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

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

- "5.6.4 The Contractor shall agree interim percent completion associated with individual pay items with the Engineer for the purposes of progress payment claims, prior to submission of progress payment application.
- "5.6.5 The Contractor shall pay promptly any and all accounts for labour, services and materials used for the purpose of the fulfillment of this Contract as and when such accounts become due and payable and shall furnish the Engineer with proof of payment of such accounts in such form and as often as the Engineer may request."
-

GC 5.8 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

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

Page 18, after clause 5.8.1.2, add the following:

- "5.8.1.3 Submit a certificate by deed search to the Owner by a solicitor licensed to practice law in the Province of the Place of Work, certifying that no lien associated with the Work exists against the Owner's property or Work;
- 5.8.1.4 Submit a clearance letter from the Workers' Compensation Board.
- 5.8.1.5 All such documents shall be dated not earlier than the expiry of the lien period as stipulated by the lien legislation in the *Place of Work*."

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

Page 19, add new clause 5.8.4.1 as follows:

- "5.8.4.1 If, within sixty (60) days after the issue of the Certificate of Substantial Performance, the Contractor has not corrected all the documented deficiencies, the Owner shall retain sufficient monies, as determined by the Engineer, to cover the cost of completing said deficiencies. These monies shall be held in addition to holdback monies retained in accordance with the provisions of the Contract and subject to the terms of the Lien legislation of the Place of Work."

GC 5.10 - FINAL PAYMENT

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

- "5.10.1 *Contractor's* application for final payment will only be recommended for payment by the *Engineer* when the following have been performed:
 - .1 *Work* has been completed and inspected for compliance with the Contract Documents, and the *Engineer* has agreed that all the requirements of the Contract have been fulfilled by the *Contractor*.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Equipment and systems have been tested, adjusted and balanced and are fully operational, and written reports as outlined in the *Contract Documents* have been provided to the Owner.
 - .4 Certificates required by utility companies, manufacturer's and inspectors have been submitted.
 - .5 Spare parts, maintenance materials, record drawings,

warranties and applicable bonds have been provided.

- 5.10.2 If, in the opinion of the *Engineer*, the above requirements are not complete, then the *Engineer* will not accept the application, and request resubmission.
- 5.10.3 If, in the opinion of the *Engineer*, it is not expedient to correct defective work or work is not performed in accordance with the requirements of the Contract, the Owner may deduct from the Contract Price the difference in value between work performed and that called for by the Contract Documents, the amount of which shall be determined by the *Engineer*."

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

GC 6.2 - CHANGE ORDER

Page 20, within clause 6.2.2.1 after "the Work" add "to the limits set forth in GC 6.7 - Quantity Variations".

Page 20, add new clauses 6.2.4 and 6.2.5 as follows:

- "6.2.4 The mark-up of agreed upon changes are as follows:
 - .1 Work performed by the Contractor's own forces will be the cost of the Work plus ten (10%) percent overhead and profit.
 - .2 Work performed by the subcontractor's force will be the cost of work plus 15% overhead and profit. Where the Work can be done by the Contractor's forces, as determined by the *Engineer*, but is done by the subcontractor's forces, the mark-up for overhead and profit will be limited to ten (10%) percent.
- 6.2.5 Before the approval of any change order over \$1,000 in value the *Engineer* is entitled to receive, upon request, at a minimum the following breakdown of cost associated with such change order:
 - .1 Labour rates, excluding operators.
 - .2 Equipment rates including operators.
 - .3 Supervisory staff rates.
 - .4 Subcontractor invoices where applicable.
 - .5 Overhead costs including worker's compensation, site trailer, cost as applicable, insurance, bonding, small tool expenses, CPP, EI contributions.
- 6.2.6 No compensation for extra work or material shall be allowed unless such work or material is ordered in writing by the *Engineer*.
- 6.2.7 Whenever any extra work or claim for extra work is in progress, the Contractor shall, each working day, report to the *Engineer* in writing and in full detail, the amount and cost of the labour and materials used in carrying out such work on the preceding working

day and no claim for compensation for such work or materials shall be considered or allowed unless such report shall have been made. The Engineer shall not allow any compensation for the cost of repairs to equipment or in respect of construction equipment of any kind idle on the Site except as directed by the Engineer in writing or for damage to anything used in performing any such extra work or making any such alteration.

- 6.2.8 The price applicable to any work omitted from the Contract, which shall be deducted from the Contract Price, shall be mutually agreed upon by the Contractor and the Engineer in which case the price shall be comparable to prices quoted on work of similar nature."

GC 6.3 - CHANGE DIRECTIVE

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

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

GC 6.4 - CONCEALED OR UNKNOWN CONDITIONS

Page 21, add a new clause 6.4.5 as follows:

- "6.4.5 If the *Contractor* was given access to the *Place of Work* and/or professional reports relating thereto (including, without limitation, environmental, geotechnical, and structural reports) prior to the submission of the bid on which the Contract was awarded, then the *Contractor* confirms that it carefully investigated the *Place of Work* and, in doing so, applied to that investigation the degree of care and skill required by clause 3.4 herein. In those circumstances, notwithstanding the provisions of clause 6.4.1, the Contractor is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the Contractor will have the burden of establishing that it could not have discovered the materially different conditions from a careful investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*."

GC 6.5 - DELAYS

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

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

Page 22, after Clause 6.5.5, add the following new Clauses:

"6.5.6 Should the *Contractor* fail to obtain *Substantial Performance* of the Work by the date indicated in Article A-1, Clause 1.3 in the AGREEMENT BETWEEN OWNER AND CONTRACTOR, the period of time from this agreed date to the actual Date on the certificate of *Substantial Performance* of the Work as determined by the *Engineer*, shall be termed the *Period of Delay*.

6.5.7 In the event there is a *Period of Delay*, the *Contractor* shall be liable for and shall pay to the Owner the cost of continuance of supervision during the *Period of Delay*, and all additional fees, disbursements and costs incurred by the *Owner* as a result of the *Period of Delay*, such charges hereby termed as *Delay Charges*. The *Owner* may deduct the amount of such *Delay Charges* from further progress payments."

GC 6.6 CLAIMS

Page 22, add the following new as Clause 6.6.6 and renumber subsequent clause:

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

GC 10.1 TAXES AND DUTIES

Page 25, after Clause 10.1.2, add new Clause 10.1.3 as follows:

"10.1.3 Indicate on each application for payment as a separate amount, the appropriate value added tax the *Owner* is legally obliged to pay. This amount will be paid to the *Contractor* in addition to the amount certified for payment under the *Contract*."

GC 10.2 - LAWS, NOTICES, PERMITS AND FEES

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

"10.2.2 The Contractor shall obtain all permits, such as those from the Department of Highways; licenses; letters of approval and certificates and pay the fees required for the performance of the Work which are in force at the date of tender closing, but this shall not include the obtaining of permanent easements or rights-of-way."

Page 28, in clause 10.2.3, add new sentences to end of clause as follows:

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

GC 11.2 - CONTRACT SECURITY

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

"11.2.1 Prior to commencement of the *Work*, provide to the Owner a Performance Bond and a Labour and Materials Bond, each in the amount of 50% of the *Total Amount Payable* or an Irrevocable Letter of Credit in the amount of 20% of the *Total Amount Payable*. The Irrevocable Letter of Credit shall be issued by a certified financial institution and must be valid until the expiration of the warranty period. Include the cost of providing the Irrevocable Letter of Credit in *Contract Price*. Should it become apparent that the final cost of the project will exceed the *Total Amount Payable* by more than 10%, arrange to have bonds reissued, based on the projected final cost."

Page 31, add new clause GC 11.2.3 as follows:

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

GC 12.3 - WARRANTY

Page 32, add new clause GC 12.3.7 as follows:

"12.3.7 All work of repair or replacement carried out during the Warranty Period shall be maintained for a period of one (1) year from the date of the Engineer's acceptance of the work of repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the Owner."

Add new GC 13 EASEMENTS as follows

GC 13 EASEMENTS

- .1 The acquisition or obtaining of easements in respect of the lands comprising the Site will be effected by the *Owner*.
- .2 If the *Contractor* deems it advisable to acquire the right or rights to use, enjoy or occupy any additional or adjacent land or lands in order to facilitate the execution of the Works, the *Contractor* shall obtain such right or rights at their own expense and shall, at all times, indemnify and save harmless the Authority from any and all claims arising from the acquisition of such right or rights or the use, enjoyment or occupancy of such lands or land.

SUPPLEMENTARY SPECIFICATIONS

INTENT OF THE SUPPLEMENTARY SPECIFICATIONS

- .1 The Work of this Contract is to be constructed in accordance with the Standard Specifications for Municipal Services dated January 2022 as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein.
- .2 These Supplementary Specifications modify the specification sections to which they refer.
- .3 The Supplementary Specifications take precedence over the Specification to which they refer.

SECTION 00 21 00 - INFORMATION TO TENDERERS

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

SECTION 00 41 43 - TENDER FORM - STIPULATED PRICE

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

SECTION 00 53 43 - FORM OF AGREEMENT

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

SECTION 00 73 10 - SUPPLEMENTARY GENERAL CONDITIONS

Delete Section 00 73 10 in its entirety and replace with new section attached.

SECTION 01 10 00 - GENERAL REQUIREMENTS

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

- | | |
|--------------------------------|--|
| <u>1.2 Summary of the Work</u> | <ul style="list-style-type: none">.1 The project is principally located in the Town of Lunenburg, NS more specifically, the wastewater treatment plant located at 125 Starr Street. The Work can be described as follows:<ul style="list-style-type: none">.1 Construction of flood control berms.2 Supply and installation of new storm drainage infrastructure as required..3 Revision to the vertical alignment of the plant driveway..4 Reinstatement of all disturbed surfaces and services. |
|--------------------------------|--|

.5 All related work and incidentals associated with the above work, including traffic control.

Page 1, add new subsections 1.4.3 through 1.4.5 as follows:

- 1.4 Setting Out The Work
- .3 Confirm the accuracy of all positions, levels, dimensions, grades and alignments of all parts of the Work.
 - .4 If the Contractor, during the course of the Work, finds any discrepancies, errors or omissions between the Drawings and the physical conditions of the locality or the survey data, immediately inform the Engineer in writing. Any Work done involving such a discrepancy will be considered to have been executed at the Contractor's risk.
 - .5 The cost of all materials, labour and equipment required for all surveying on the Contract will be held to have been included in the amount of the Tender and no additional or direct payment will be made for any part of these services.

Page 1, add new subsections 1.5.3 through 1.5.5 as follows:

- 1.5 Existing Site Conditions
- .3 The locations of buried municipal services and other utilities as shown on drawings are approximate only and may not be complete. Confirm actual locations of services and utilities prior to construction as necessary in the performance of the work. Arrange for representatives from all relevant utility service providers (NSPI, Bell, etc.) to determine whether underground utilities exist in the area.
 - .4 Costs of utility locates and inspections are considered incidental to the work.
 - .5 No payments will be made for temporary support of utility poles to facilitate construction at the request of the Contractor to the utility.

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

- 1.7 Submittals
- .1 Shop Drawings

.1 Submit shop detail or working drawings and manufacturer's data for all items requiring fabrication, on or off the Site, and for all proprietary equipment to the Engineer for review before any such items or equipment are incorporated into the Works. This review of Shop Drawings by Engineer is for the sole purpose of ascertaining conformance with the general design concept. This review does not mean that Engineer approves the detailed design inherent in the Shop Drawings, responsibility for which will remain with the Contractor submitting them, and such review will not relieve the Contractor of responsibility for errors or omissions in Shop Drawings or of responsibility for meeting all requirements of the Construction and Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation, and for co-ordination of the work of all sub-trades.

.2 Submit electronic copies of all relevant shop drawings to the Engineer in PDF format. Where it is not practical to provide electronic copies and where approved by the Engineer, submit three (3) paper copies of shop drawings.

.3 Submit shop drawings with such promptness as not to cause delay in this work, or of the works of any Sub-Contractors.

.4 The information submitted shall clearly show the dimensions, materials or construction, performance, finish, service and installation requirements and other characteristics in sufficient detail to permit the Engineer to evaluate the suitability of the articles for the use intended.

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

.6 The Engineer will mark comments on one (1) copy of each drawing or document submitted and will return this as an electronic copy for the Contractor's purposes.

- .7 The Engineer will not review shop drawings and other material involving a large amount of work in those instances where it is evident that the Contractor has not used all the information contained in, or where such details are obviously not consistent with the Contract Documents.
- .8 Provide the section number of the specification with each submitted shop drawing for the purpose of identification.
- .9 At a minimum, provide shop drawings and product data for the following:
 - .1 Catch basin(s)
 - .2 Frames, grates, and covers
 - .3 Storm sewer piping and fittings
 - .4 Any other appurtenance as requested by the Engineer

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

1.8 Record Drawings

- .1 Provide Engineer with record drawings containing information on the Issued for Construction drawings revised to reflect the "as-recorded" information.
- .2 Maintain Project Record Drawings and record accurately deviations from Contract Drawings caused by site conditions and changes ordered by the Engineer.
- .3 Mark changes in red on one set of Issued for Construction whiteprints.
- .4 Provide Engineer with electronic copy (.txt or .csv) of coordinates.
- .5 Do not bury pipe work and appurtenances or other portion of Works until necessary measurements have been taken and recorded by the Contractor.
- .6 At a minimum, record the following:
 - 1. Provide a table indicating coordinates (northings, eastings, and elevations) for all pipe centerlines at maximum spacing of 20m and at any deflections in alignment. Coordinate system and datum to match that of indicated project benchmark;
 - 2. Provide a table indicating coordinates (northings, eastings, and elevations)

- for all pipe fittings. Coordinate system and datum to match that of indicated project benchmark.
3. Complete topographic survey of all finished ground surfaces.
 4. Field changes of dimensions;
 5. Other significant deviations which are concealed in construction and cannot be identified by visual inspection.

Page 3, add new subsection 1.9.8, as follows:

- 1.9 Quality Control .8 Provide and pay for all services related to materials testing.

Page 3, add new subsections 1.12.6 through 1.12.13 as follows:

- 1.12 Traffic Control .6 Contractor is to maintain at least single lane access on roadways at all times. Traffic flow shall be bi-directional (stop-and-go) and controlled through the use of traffic control persons or signals.
- .7 Contractor is responsible for notifying the public and local businesses of traffic interruptions.
- .8 Contractor is to maintain public access (vehicular and pedestrian) to all properties.
- .9 Pedestrian traffic and access to adjacent properties is to be maintained in a safe and organized manner to allow the movement of pedestrians around and through temporary workplaces and, as well, to protect and pedestrians from errant vehicles.
- .10 All excavations are to be secured during non-working hours.
- .11 Maintain a temporary usable road surface at the site. This includes supply and maintenance of temporary road materials as required which are considered incidental to the contract.
- .12 Monitor and maintain temporary road surface at a minimum on a daily basis or as directed by the Owner or Engineer including evenings, holidays and weekends.

- .13 Submit a traffic control plan to Owner for review and approval.

Page 4, add new subsections 1.18 through 1.22 as follows:

1.18 Photographs

- .1 Prior to commencement of the Works, the Engineer may arrange for photographs to be taken of the site and those properties adjacent to the site.
- .2 Accompany Engineer during the taking of photographs to make any comments on the conditions of the site or adjacent properties.
- .3 Engineer will retain photographs, together with a written report, on the condition of existing roads, sidewalks, trees, lawns, and adjacent properties as determined by mutual agreement as a record of existing conditions prior to the start of the Work.

1.19 Noise

- .1 Operate construction equipment such that there is a minimum amount of noise and vibration.

1.20 Flootation and Flooding

- .1 Prevent flotation and flooding during construction of the Work. Repair damage to pipes or structures caused by flotation and flooding at no extra cost to the Contract.
- .2 Dewater all excavations and remove accumulations of water prior to backfilling. The preferred method of dewatering is to pre-excavate sump pits outside of the proposed mass excavation area and lower the water table to the required depth prior to undertaking the mass excavation. Pumps installed in the sump pits backfilled with clear stone would be required for this operation.
- .3 Dispose of water drained or pumped such that the Work and adjacent properties are not damaged.

1.21 Utilities

- .1 Do not operate valves, electrical and telephone controls on or connected to existing utility systems.
- .2 Apply to the utility having jurisdiction for permission to operate such systems if it becomes necessary, and only operate such system in accordance with and in the presence of a representative of the utility company affected.
- .3 Include an amount in the contract price to cover the cost of having a utility company representative present when the Work passes under or in close proximity to underground cables, structures or utility poles.
- .4 Provide a letter from the utility affected stating that any services damaged during construction have been repaired to the utility company's approval.

1.22 Damage and Injury

- .1 Protect the Work, adjacent property, and persons from damage and injury.
- .2 Immediately inform Engineer of any damage or injury to any persons, property, services or materials.
- .3 Relocate survey markers, monuments, and survey pins disturbed during construction under the direction of a qualified provincial land surveyor. Include costs in Contract Price.

SECTION 01 57 00 - Environmental Protection

Page 2, add new subsection 1.5.8 and 1.5.9 as follows:

1.5 Pollution Control

- .8 Exercise effective dust control measures at all times. Do not allow dust to be a nuisance to site abutters/neighbours. Dust and debris shall be cleaned up daily during the Work or as required by the Owner and the Engineer, including evenings, holidays and weekends.
- .9 Streets used for trucking shall be kept clean of spilled debris, mud, dust, etc. at

all times by the Contractor. Make good any damage to roads, streets, access routes, etc. resulting from Contractor's activities at Contractor's expense.

SECTION 31 20 00 - Earthwork

Page 4, add new subsection 2.1.11 as follows:

- .11 Low Permeability Fill (LPF):
 - .1 Material obtained from locations outside the work area and required for construction of earthen berms.
 - .2 LPF to have a permeability of less than 1×10^{-6} cm/s and be free of subsoil, clay, lumps, brush, objectionable weeds and other litter and free from cobbles, stumps, roots and other objectionable material larger than 50mm in any dimension.
 - .3 Control moisture content of materials so that specified compaction may be obtained.

Page 7, delete subsection 3.9.6 and renumber subsequent clauses accordingly.

Page 8, add new subsections 3.11.4 through 3.11.6 as follows:

- 3.11 Road Gravels
 - .4 Control moisture content of materials so that specified compaction may be obtained.
 - .5 Take at least one field density test for each gravel type for every 10 metres of roadway construction.
 - .6 Submit results of laboratory and field density tests to the Engineer within 48 hours of testing.

Page 8, add new subsection 3.12 and 3.13 as follows:

- 3.12 Low Permeability Fill (LPF)
 - .1 Break material down to sizes suitable for compaction and mix for uniform moisture to full depth of layer.
 - .2 Place and compact to full width in layers not exceeding 300 mm loose thickness. Engineer may authorize thicker lifts if specified compaction can be achieved.

- .3 Compact each layer to minimum 97% Standard Proctor Density.
 - .4 Control moisture content of materials so that specified compaction may be obtained.
- 3.13 Low Permeability Fill (LPF) Testing
- .1 Carry out all quality control sampling and testing at third party laboratory to show complete conformance of the fill materials with this specification. These records shall be made available to the Engineer.
 - .2 The minimum testing frequency for LPF is:
 - .1 One gradation test per 1000 cubic metres placed.
 - .2 Two field density tests per 100 cubic metres placed and a minimum of two per berm.
 - .3 Results of laboratory and field density tests shall be submitted to the Engineer within 48 hours of testing.

SECTION 32 12 16 - Asphalt Concrete Paving

Page 2, add new subsection 3.7 as follows:

- 3.7 Testing
- .1 Perform a minimum of one series of tests per day for each asphalt type placed. Additional tests will be required on each asphalt type for quantities exceeding 500 tonnes and multiples thereof (i.e., three tests required for quantities between 1000 tonnes and 1500 tonnes).
 - .2 Series of tests on asphalt to include all of the following:
 - .1 Marshall Stability, kN
 - .2 Marshall Flow, x 0.25 mm
 - .3 Air Voids, %
 - .4 VMA, %
 - .5 Asphalt Cement Content, %
 - .6 Gradation of Extracted Aggregate
 - .3 Conduct at least one density test per day for every 10 metres of asphalt roadway construction.
 - .4 Record test results and forward to the Engineer within 48 hours of testing.

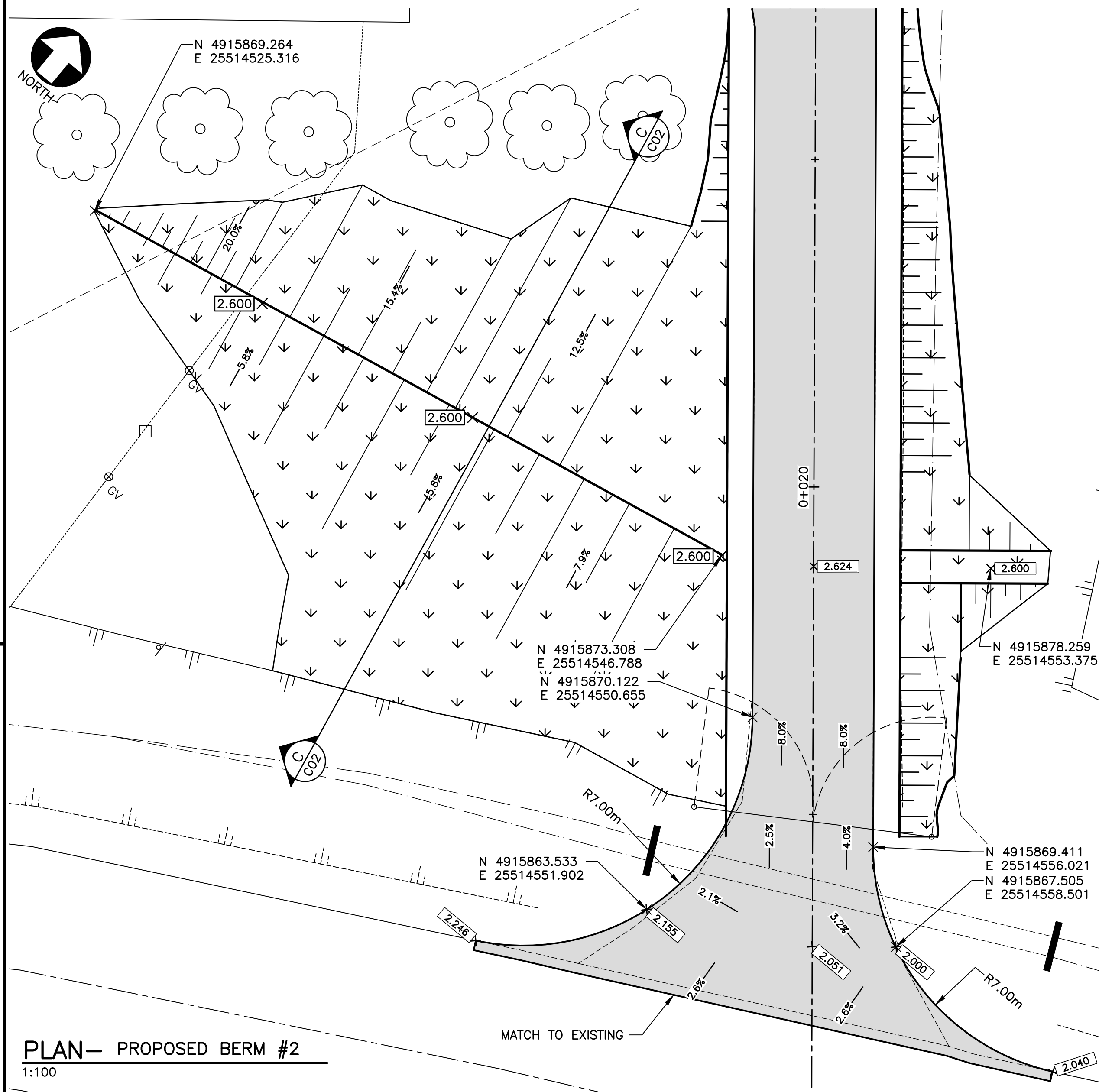
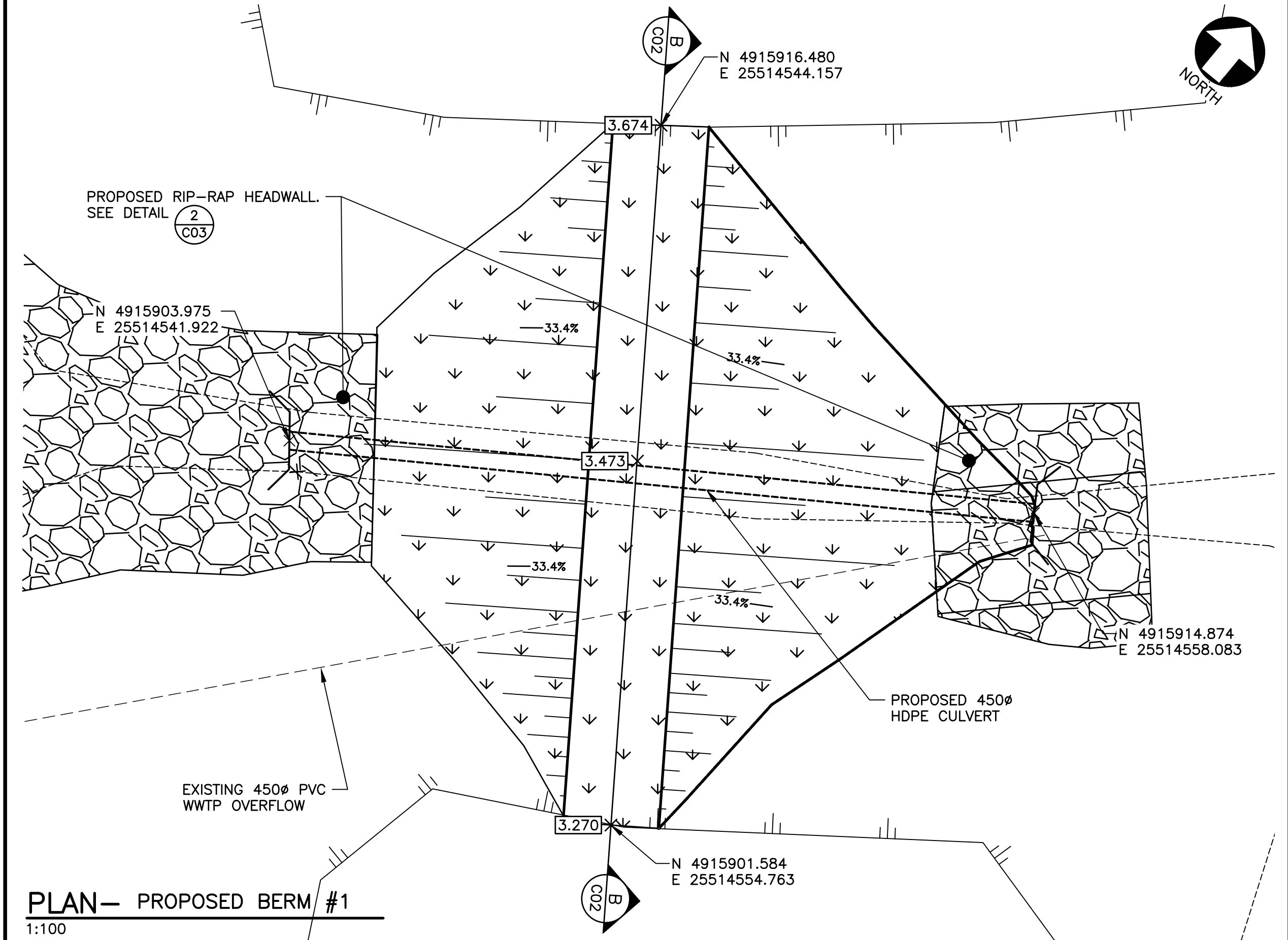
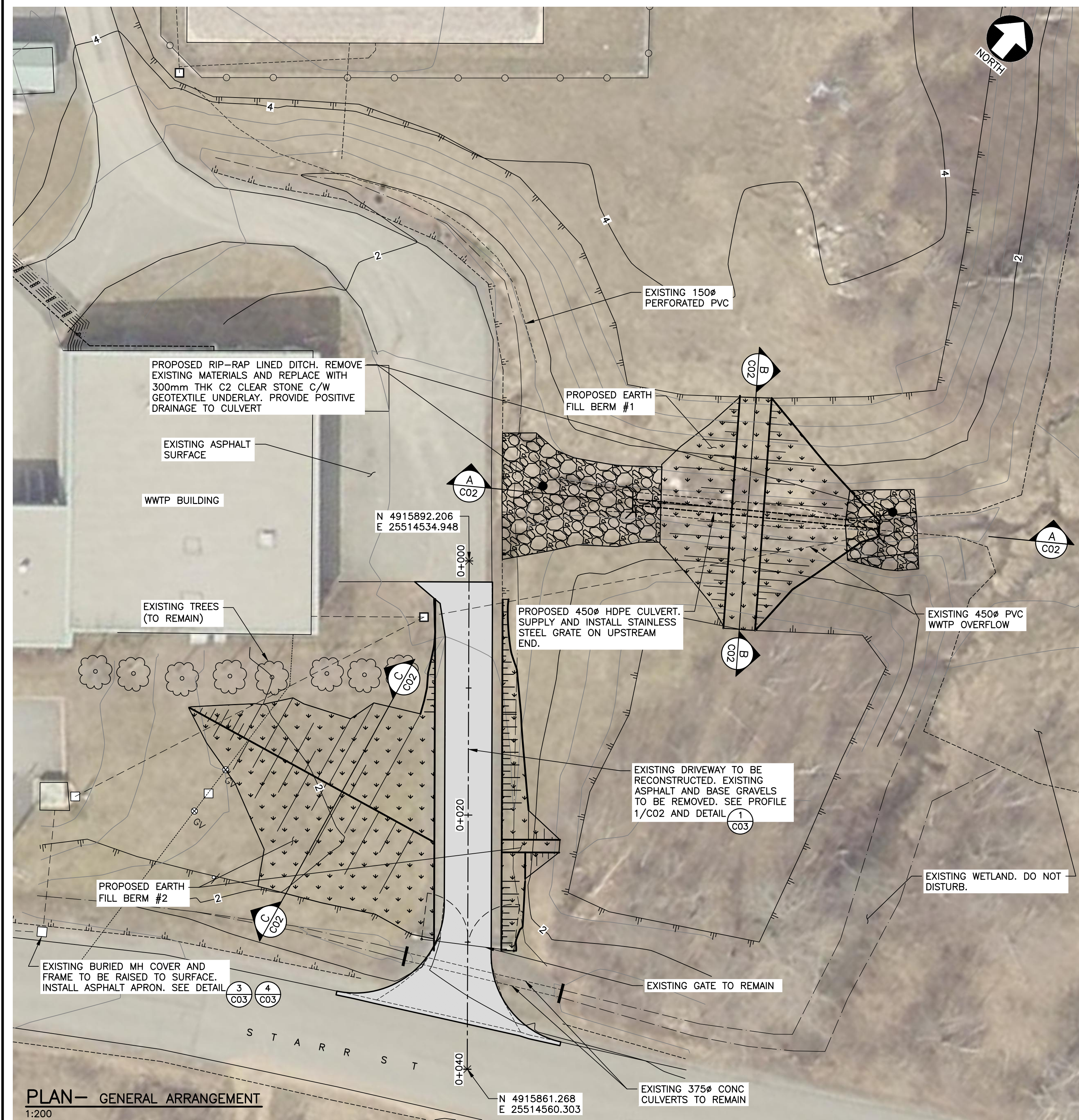
SECTION 33 40 00 - Storm Sewers and Culverts

Page 2, add subsection 2.4.3 and 2.4.4 as follows:

- | | |
|--------------------------------------|--|
| 2.4 HDPE Pipe and
<u>Fittings</u> | .3 Strength Class 320 kPa |
| | .4 Couplers: watertight with integrated
gasket. |

SECTION 39 00 00 - STANDARD DETAILS

Delete standard details as applicable and replace with new details on the Project Drawings.



LEGEND:

- PROPOSED STORM PIPE
- EXISTING STORM PIPE
- EXISTING SANITARY SEWER
- EXISTING SANITARY FORCEMAIN
- EXISTING WATER
- EXISTING BURIED ELECTRICAL
- EXISTING BURIED ODOR PIPE
- EXISTING FENCE
- EXISTING DITCH
- EXISTING CONTOUR (MAJ.)
- EXISTING CONTOUR (MIN.)
- EXISTING TOP OF SLOPE
- EXISTING BOTTOM OF SLOPE
- PROPOSED TOP OF SLOPE
- EXISTING MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED CULVERT OUTLET
- FINISHED GROUND ELEVATION
- FINISHED GROUND SLOPE
- EXISTING VALVE
- EXISTING SIGN
- EXISTING TREE
- PROPOSED ASPHALT
- PROPOSED TOPSOIL AND SOD
- PROPOSED C2 STONE

GENERAL NOTES:

- BENCHMARK: NSCM 216725
NORTHING: 4918793.08m
EASTING: 25512792.556m
ELEVATION: 1.419m (CGVD_2013)
DATUM: NAD83 CSRS 2010.0
PROJECTION: 3' MTM (ZONE 5)
- CONTRACTOR TO DETERMINE ACCURATE LOCATION OF ALL EXISTING UTILITIES AND MUNICIPAL SERVICES PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR SHALL MAKE THEMSELVES FULLY AWARE OF EXISTING SITE CONDITIONS THAT SHALL AFFECT THE WORK.
- NEW CONSTRUCTION TO BE BLENDED TO EXISTING AT PROJECT LIMITS.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE REINSTATED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING BEFORE CONSTRUCTION.
- JOINTS BETWEEN NEW ASPHALT AND EXISTING ASPHALT SHALL BE PLANNED AND TACKED. SEE DETAIL 6/C03.
- ALL FINISHED SURFACES SHALL HAVE POSITIVE DRAINAGE AND BE FREE FROM STANDING WATER.
- CONTRACTOR TO ENSURE ACCESS IS MAINTAINED TO THE SITE.
- CONTRACTOR TO OBTAIN ALL PERMITS/LOCATES REQUIRED FOR EXCAVATION IN PROXIMITY OF BURIED UTILITIES.
- CONTRACTOR SHALL CARRY OUT ENVIRONMENTAL PROTECTION METHODS IN ACCORDANCE WITH NOVA SCOTIA EROSION AND SEDIMENTATION CONTROL MANUAL FOR USE ON CONSTRUCTION SITE (LATEST EDITION) AND IN ACCORDANCE WITH THE NOVA SCOTIA DEPARTMENT OF ENVIRONMENT.
- EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL VEGETATIVE SURFACE TREATMENTS HAVE GROWN SUFFICIENTLY TO PREVENT SOIL EROSION.

No.	Description	Date	By
0	ISSUED FOR TENDER	APR 27/22	AMA

Revision or Issue

TOWN OF LUNenburg

WWTP FLOOD PROTECTION

CIVIL

SITE UPGRADES

PLAN VIEWS

CBCL

Contract No.	Contract No.
210803.04	210803.04

Date	Scale
APR 2022	AS NOTED

Designed	Drawn
AMA	AMA

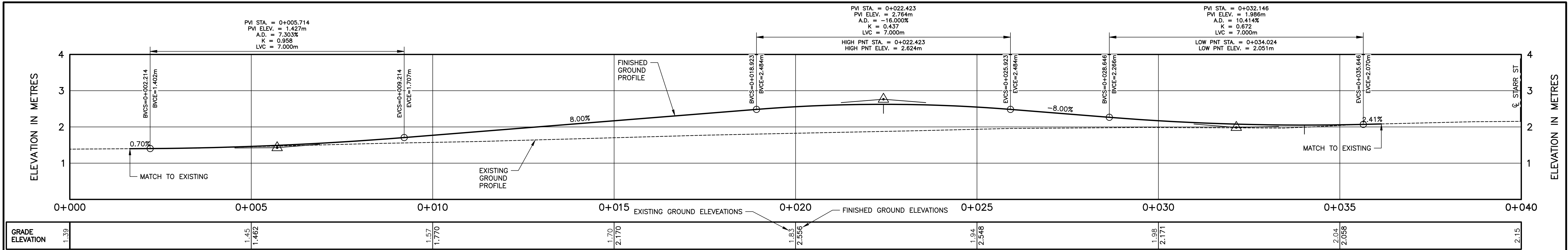
Checked	Approved
RG	SE

Sheet No.	of
1	3

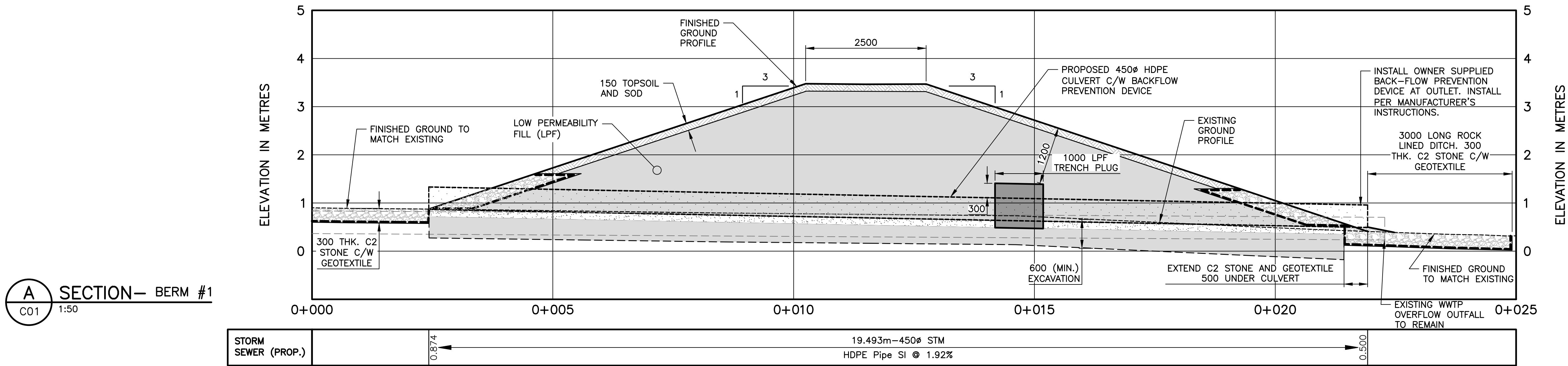
Drawing No

C01

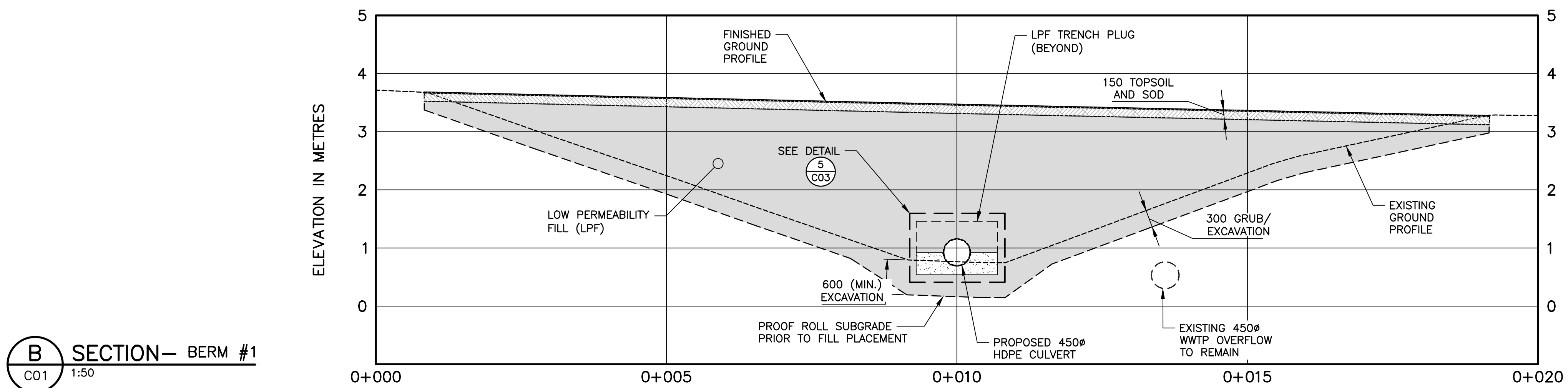
PROFESSIONAL ENGINEER
A. D. M. MacAulay
11900
NOVA SCOTIA



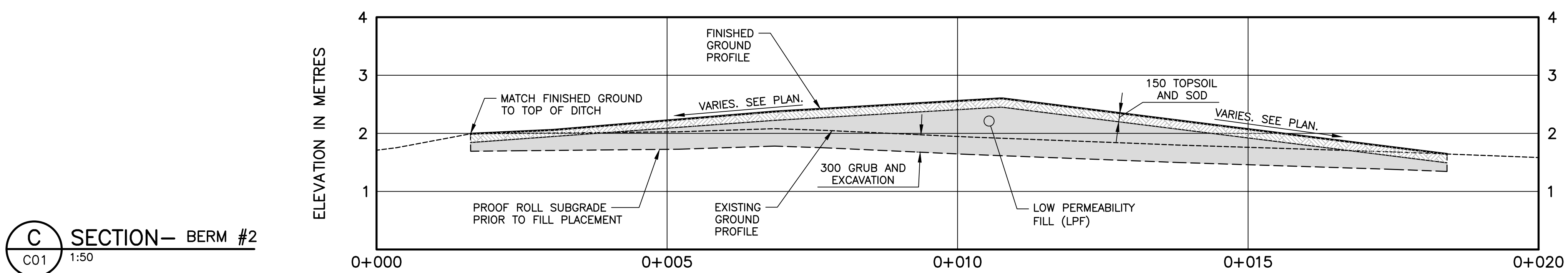
1 PROFILE— DRIVEWAY
C01 1:50



A SECTION— BERM #1
C01 1:50



B SECTION— BERM #1
C01 1:50



C SECTION— BERM #2
C01 1:50

- NOTES:
- SEE C01 FOR GENERAL NOTES.
 - DIMENSIONS SHOWN IN mm UNLESS NOTED OTHERWISE.
 - CHAINAGE STATIONING SHOWN IN METRES.

0	ISSUED FOR TENDER	APR 27/22	AMA
No.	Description	Date	By

Revision or Issue

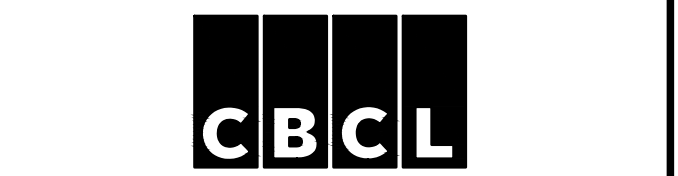
TOWN OF LUNENBURG

WWTP FLOOD PROTECTION

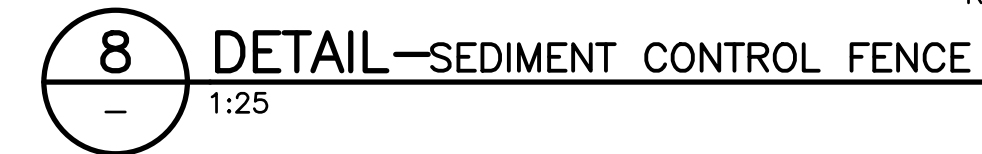
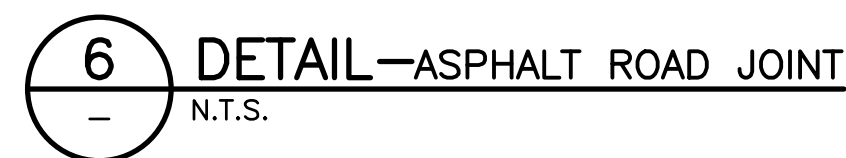
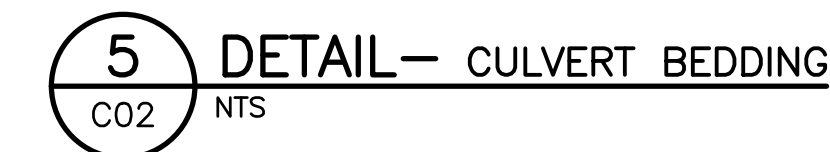
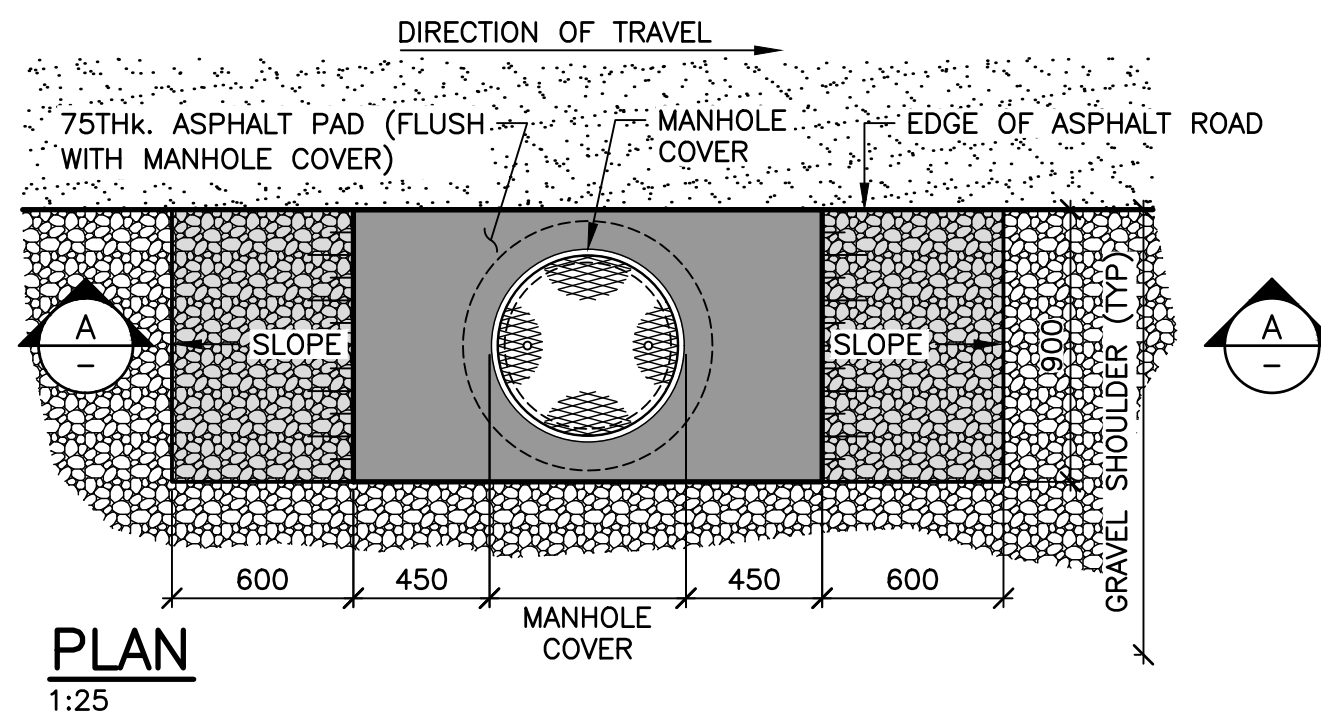
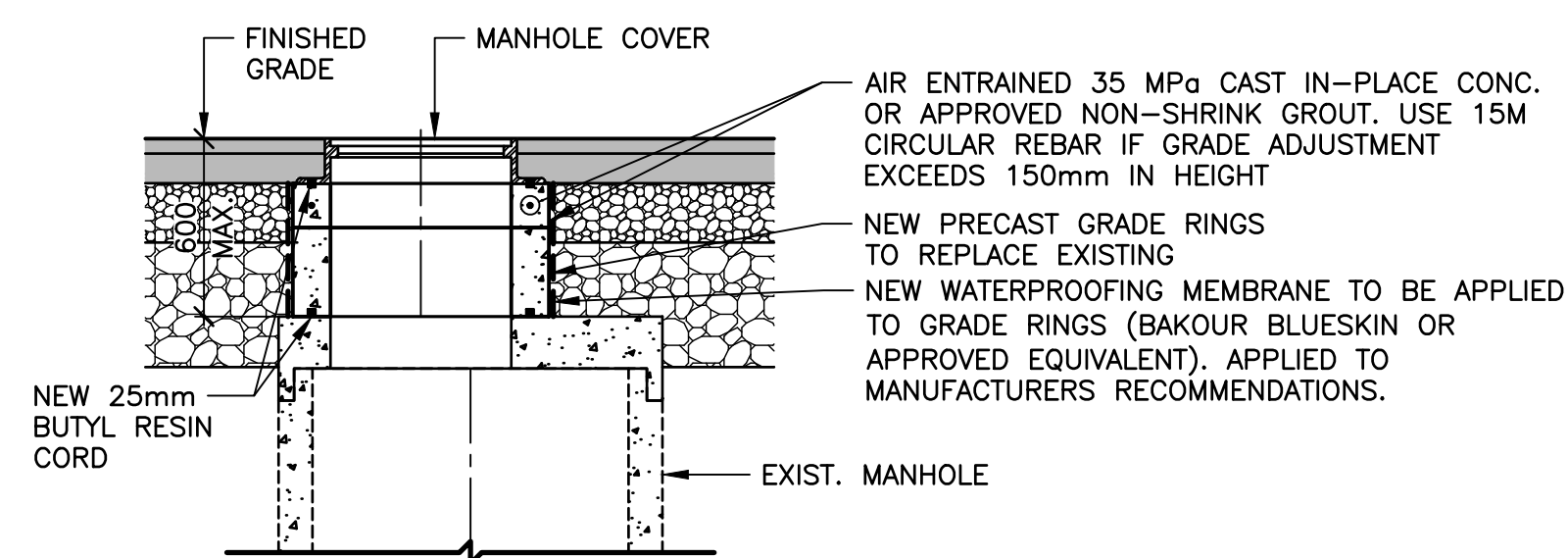
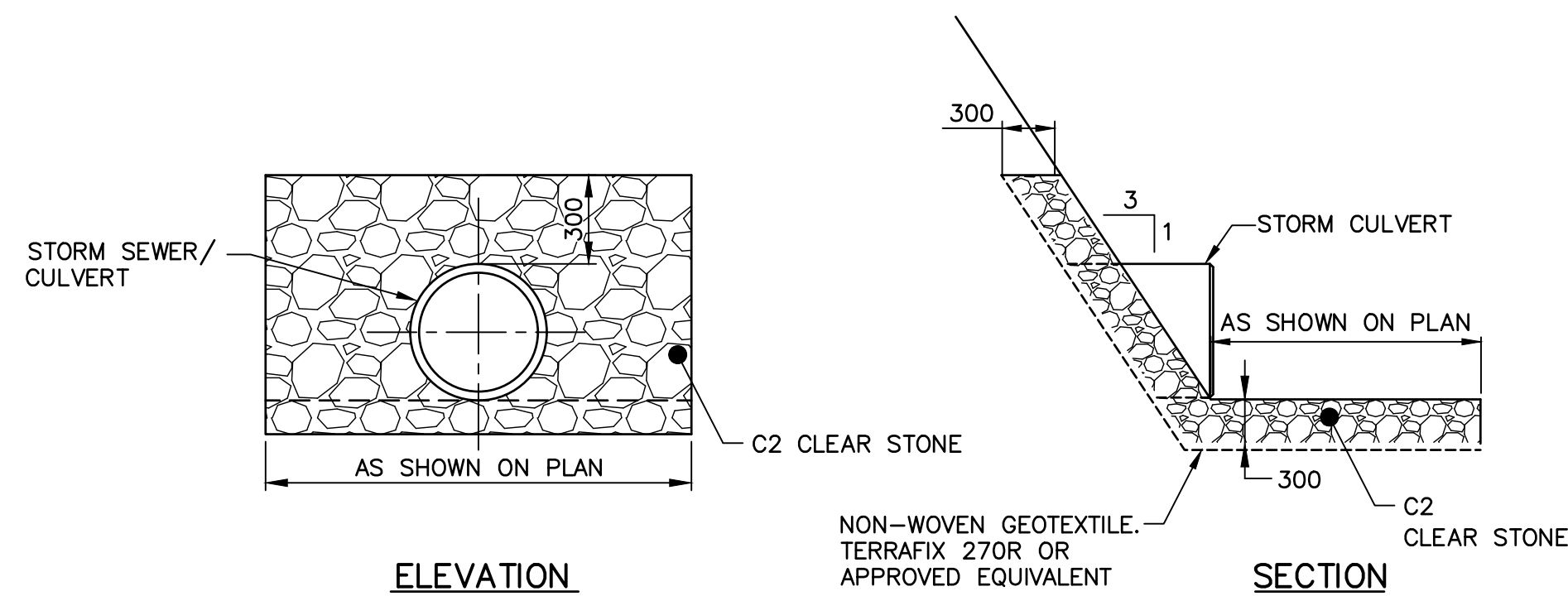
CIVIL

PROPOSED UPGRADES

PROFILES AND SECTIONS



Contract No. 210803.04	Contract No. -
Date APR 2022	Scale AS NOTED
Designed AMA	Drawn AMA
Checked RG	Approved SE
Sheet No. 2	of 3
Drawing No. C02	

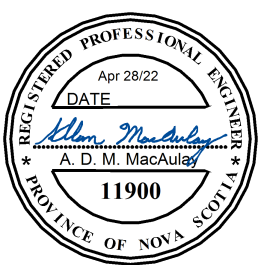
Revision or Issue

TOWN OF LUNENBURG

WWTP FLOOD PROTECTION

CIVIL

DETAILS



CBCL No 210803.04	Contract No -
Date APR 2022	Scale AS NOTED
Designed AMA	Drawn AMA
Checked RG	Approved SE
Sheet No 3 of 3	
Drawing No	

C03