

TOWN OF OXFORD
MAIN ST. WATERMAIN REPLACEMENT
Tender #2019-02

Oxford, Nova Scotia

Tender Documents

Issued: September 5th, 2019

Closing: September 23rd, 2019 @ 2:00pm local time



OXFORD
Nova Scotia



PREFACE

These project documents have been prepared for use with and require being read in conjunction with the Standard Specification for Municipal Services as published by the 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, Nova Scotia B3A 2G7; Telephone: (902) 233-9362; e-mail: nsmunicipalservices@gmail.com; or visit www.standardspec.ca

TOWN OF OXFORD
MAIN ST. WATERMAIN REPLACEMENT

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DRAWINGS

<u>Sheet</u>	<u>Description</u>
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3	Miscellaneous Notes & Details

Dated: September 2019

**Town of Oxford
Main St. Watermain Replacement
Oxford, NS**

Owner: Town of Oxford

Contact: Rachel Jones, NACLAA, CMM
Chief Administrative Officer
105 Lower Main Street, P.O. Box 338
Oxford, NS
B0M 1P0
(902) 447-2130
cao@town.oxford.ns.ca

Engineer: Dillon Consulting Limited

Contact: Kyle MacIntyre, P.Eng.
Project Engineer
137 Chain Lake Drive, Suite 100
Halifax, NS
B3S 1B3
(902) 450-4000
kmacintyre@dillon.ca

1. Tender Submission

1. Submit completed Tender Form for above, signed and sealed to the Town of Oxford at the address listed below:

Attn: Rachel Jones, Chief Administrative Officer.
Town of Oxford
Tender #2019-02
Main St. Watermain Replacement

Closing up to 2:00 pm local time, September 23rd, 2019

*TOWN OF OXFORD
Attn: Rachel Jones, Chief Administrative Officer
105 Lower Main Street
Oxford, NS
B0M 1P0*

2. Post-Tender Submission

1. Submit post-tender submission documents no later than forty-eight (48) hours after tender closing to be eligible to receive award of Contract.
2. Certificate of Recognition:

1. Submit copy of Tenderer's current and valid Certificate of Recognition issued by a Workers' Compensation Board-approved audit company.
 2. Out of province companies shall submit a current and valid Certificate of Recognition from their province of origin or from a recognized safety.
 3. Workers' Compensation Board Clearance:
 1. Submit a copy of Tender's current valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
 2. Out of province Tenderers will have to satisfy a Workers' Compensation Board approved audit company in respect to their safety status prior to being awarded a contract.
3. Tender Opening
1. Tenders will be opened following closing. Opening will be private.
4. Document Fee
1. Documents may be viewed and/or picked up at Dillon Consulting Limited in Halifax or Town Hall in Oxford. Notify minimum four (4) working hours in advance. A document fee in the amount of \$25 cash or cheque is required, made payable to the Town of Oxford.
5. Accuracy of Referencing
1. Indexing and cross-reference are for convenience only.
6. Conditions of Tendering
1. Take full cognizance of content of all contract documents in preparation of Tender. Refer to Section 00 41 43 – Tender Form, subsection 3.9 for a complete list of contract documents.
7. Tenderers to Investigate
1. Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
 2. The Tenderer must examine the site of the Work before submitting his Tender, either personally or through a representative and satisfy himself as to the nature and location of the Work, local conditions, soil structure and topography at the site of the Work, the nature and quality of the materials to be used, the equipment and facilities needed preliminary and during the prosecution of the Work, the means and access to the site, on-site accommodations, existing infrastructure including underground and overhead works, all necessary information as to the risks, contingencies and circumstances as may affect the Tender, and all other matters which can in any way affect the Work under the Contract. The Tenderer is fully responsible for obtaining all information required for the preparation of their Tender and for the execution of the work.
8. Clarification and Addenda
1. Notify Owner no less than three (3) working days before Tender Closing of omissions, errors or

ambiguities found in Contract Documents. If Owner considers that correction, explanation or interpretation is necessary, a written addendum will be issued. All addenda will form part of Contract Documents.

2. Confirm in the Tender Form that all addenda have been received.
3. All inquiries are to be submitted in writing to the appropriate contact. Verbal inquiries will not be accepted and will not constitute clarification or addenda.

9. Preparation of Tender

1. Complete Tender Form provided with the project documents in ink. Tender all items and fill in all blanks. Have corrections initialed by person signing Tender.

10. Taxes

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

11. Tender Security and Bonding

1. A Tender Security in the amount of ten percent (10%) of the contract price is required with Tender Submission in the form of a Certified Cheque or Money Order payable to the Owner, or a Bid Bond on CCDC Form 220.

12. Contract Security

1. Refer to Section 00 72 45 – General Conditions, subsection GC 11.2 and to Section 00 73 00 – Supplementary General Conditions for form and amount of Contract Security.

13. Insurance

1. Refer to Section 00 72 45 – General Conditions, Subsection GC 11.1 modified herein, for insurance required.

14. Form of Agreement

1. Form of Agreement is attached for information purposes only.

15. Holdbacks

1. Statutory legislation in Nova Scotia states that the Mechanic's Lien holdback percentage is 10% of contract payment. This holdback is in addition to any bonds supplied at the start of the contract.

16. Return of Tender Security

1. Tender Security will be returned to:
 1. All unsuccessful Tenderers within seven (7) days of Award.
 2. Successful Tenderer following receipt by Owner of the executed Agreement, specified Contract Security, and Insurance Documents.

17. Amendment or Withdrawal of Tender

1. Tenders may only be amended or withdrawn by letter. Amendment or withdrawal by facsimile or email is not permitted.
2. Amendment of individual unit prices is the only acceptable price amendment. Amendment shall not disclose either original or revised total price.
3. Head amendment or withdrawal as follows: "[Amendment]/[Withdrawal] of [Tender Name]". Sign and seal as required for Tender, and submit at address given for receipt of Tenders prior to Tender Closing. In order to be considered, submissions must be received prior to Tender Closing.

18. 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.

19. Approvals

1. Work is conditional upon receipt of provincial funding and approval. The Owner reserves the right to cancel and delay the tendering process without incurring liability if approval is not given.

1. Salutation:

1. To: Town of Oxford
Attn: Rachel Jones, Chief Administrative Officer
105 Lower Main Street, P.O. Box 338
Oxford, NS
B0M 1P0

2. For: Main St. Watermain Replacement
Oxford, NS

3. From: _____

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.

3. Tenderer agrees:

1. To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
2. That the Estimated Contract Price shall be the sum of the products of the tendered unit prices times the estimated quantities in Subsection 4 hereunder.
3. That this Tender is valid for acceptance for 60 days from Tender Closing.
4. That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 22 00 - Measurement and Payment.
5. 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 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 give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
8. That if certified cheque is forfeited, Owner will retain difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.
9. That the Contract Documents include:
 1. Standard Specifications for Municipal Services published by the Joint Committee on Contract Documents, latest version.
 2. Information to Tenderers
 3. Tender Form
 4. Form of Agreement
 5. Supplementary Specifications
 6. Temporary Utilities
 7. Drawings as listed in the tender package:
 - 0 Cover Sheet
 - 1 Plan and Profile
 - 2 Connection Details
 - 3 Miscellaneous Details and Notes
 8. Addenda as issued and as confirmed in subsection 2.4 of this section.

4. Schedule A - Schedule Of Quantities And Unit Prices

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
11	Pipe				
.1	200 ø PVC DR18	m	150		
15	Services				
.1	Set of Fittings	ea	15		
.2	Service Pipe	m	30		
16	Connections to Existing Main				
.1	Main and Ellis	ea	1		
.2	Main and James	ea	1		
.3	Main and Rideau	ea	1		
.4	Main Street West	ea	1		

.5	Main Street East	ea	1		
19	Testing, Cleaning and Commissioning	LS	1		
20	Abandonment of Existing	LS	1		

SUB TOTAL SCHEDULE A: \$ _____

Schedule B* - Provisional Items To Be Completed By All Bidders

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
4	Mass Excavation and Embankment – Rock	m ³	25		
5	Mass Excavation – Unsuitable Material (USM)	m ³	25		
8	Materials Testing Allowance	LS	1	\$5,000	\$5,000
9	Replacement of USM/Rock with Pit-Run Material	m ³	25		
28	Watermain Insulation (75mm thick)	m	10		

SUB TOTAL SCHEDULE B* (PROVISIONAL ITEMS): \$ _____

***The Tenderer agrees that no part of the Provisional Sums in Schedule B of Prices shall be expended without the written direction of the Engineer, and any part not expended shall be deducted from the Total Tender Price.**

SUB TOTAL SCHEDULE A ITEMS \$ _____

SUB TOTAL SCHEDULE B ITEMS (PROVISIONAL ONLY) \$ _____

CONTINGENCY ALLOWANCE (10% of SCHEDULE A)** \$ _____

ESTIMATED CONTRACT PRICE (EXCLUDING HST) \$ _____

ADD HARMONIZED SALES TAX (15%) \$ _____

TOTAL PRICE \$ _____

TENDERER'S HST REGISTRATION NO. _____

****The Tenderer agrees that no part of the specified Contingency Allowance shall be expended without the written direction of the Engineer, and any part not expended shall be deducted from the Total Tender Price.**

5. Completion Time

.1 Tenderer agrees to complete the Work within ___ weeks of written notification of award.

6. Signatures*

DATED THIS _____ DAY OF _____, 20__.

[Seal]

Name of Firm Tendering

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 or agent.

This Agreement made on the __ day of ____ in the year 2019.

BY AND BETWEEN

Town of Oxford

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

Main St. Watermain Replacement

located at: Oxford, Nova Scotia

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

Dillon Consulting 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 _____ and attain Substantial Performance of the work as certified by the Engineer by the __ day of _____ in the Year 2019.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

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

ARTICLE A3 - CONTRACT DOCUMENTS

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, latest edition.
2. Information to Tenderers
3. Tender Form
4. Form of Agreement
5. Supplementary Specifications
6. Temporary Utilities
7. Drawings
8. Addenda as issued.

ARTICLE A4 - CONTRACT PRICE

1. The 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 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 will be added.
4. The last day of the payment period shall be the last working 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 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 2.0% 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 will be addressed to the recipient at the address set out below.
2. The delivery of a Notice in Writing will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
3. A Notice in Writing delivered by one party in accordance with this Contract will 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 other form of electronic communication shall be deemed to have been received on the date of its transmission provided that is such day is not a Working Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day next 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:
Town of Oxford, 105 Lower Main Street
Oxford, NS B0M 1P0
- .2 The Contractor at:

- .3 The Engineer at:
Dillon Consulting Limited, 137 Chain Lake Drive Suite 100. Halifax, NS. B3S 1B3

ARTICLE A7 - QUANTITIES AND MEASUREMENT

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

ARTICLE A8 - SUCCESSION

The 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

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

Time shall be construed as being 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.

1. Intent

1. The work of this contract is to be constructed in accordance with the Standard Specifications for Municipal Services as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein. It is noted that the above noted document utilizes the Nova Scotia department of Transportation Standard Specification (metric edition) as the reference specification for all roadwork to be carried out under the contract described by these documents.
2. These Supplementary Specifications modify the specification sections to which they refer.
3. These Supplementary Specifications take precedence over the Specification to which they refer.

2. Section 00 21 00 – Information To Tenderers

1. Delete in its entirety, replace with Section 00 21 00 found in this Tender Document.

3. Section 00 41 43 – Tender Form

1. Delete in its entirety, replace with Section 00 41 43 found in this Tender Document.

4. Section 00 53 43 – Form Of Agreement

1. Delete in its entirety, replace with Section 00 53 43 found in this Tender Document.

5. Section 00 71 00 – Definitions

1. Revise the following definitions:

Owner: The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Contractor in writing, but does not include the Consultant. For the purpose of these documents, the Owner shall be the *Town of Oxford*.

Consultant: The Consultant is the Engineer or other entity licensed to practice in the province or territory of the place of the work. The term Consultant means the Consultant or the Consultant's authorized representative. For the purpose of these documents, the Consultant shall be *Dillon Consulting Limited*.

Contractor: The term Contractor means the Contractor or the Contractor's authorized representative as designated to the Owner in writing.

Selected Backfill: The term selected backfill means Non-engineered fill approved for use where indicated on the drawings.

Add the following definitions:

Engineer: The terms Engineer and Consultant shall be used interchangeably.

NSE: Nova Scotia Department of Environment

6. Section 00 72 45 – General Conditions

1. Part 1 General Provisions add the following:

“GC 1.1.11 The Contractor shall review the Contract Documents and shall promptly report to the Engineer any error, inconsistency or omission he may discover. If he does discover any error, inconsistency or omission in the Contract Documents, he shall not proceed with the work affected until he has received correct or missing information from the Engineer.”

2. Replace GC 5.4.1 with the following:

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

3. Delete subsection 5.5.2 and replace with the following:

“Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the contract, of work performed to that date.”

4. Delete GC 5.5.6 in its entirety.

5. Change Subsection 5.6.1 by replacing “5 Working Days” with “10 Working Days” and “GC5.2” with “GC 5.5”

6. Change subsection 5.6.2 by replacing “5 Working Days” with “20 Working Days”

7. Delete subsection 5.8.1 and replace with the following:

“Holdback monies shall not be released until the Contractor has submitted the following documents, each in a form satisfactory to the Engineer and dated after the expiration of sixty days from the date of Substantial Performance of the Work as specified in the Certificate of Substantial Performance issued by the Engineer.

1. A Certificate to the Owner by a solicitor qualified to practice law in the Province in which the Work is being performed to the effect that no lien associated with the Work exists against the Owner's property and the Work under the applicable lien legislation of the Province or Provinces in which the Work is being performed.
2. Statutory Declarations verifying that all liabilities incurred by the Contractor and his Sub-Contractors in carrying out the Work have been paid and there are no outstanding liens, garnishees, attachments or claims relating to the Work.
3. A certificate of clearance from the Workers' Compensation Board of the Province or Provinces in which the Work is being performed certifying the Contractor's compliance with the requirements, if any, of the Workers Compensation Act of the Province or Provinces in which the Work is being performed, including any payment due thereunder.

4. All warranties required under the provision of this contract, whether originating from the Contractor or Sub-Contractors or Suppliers.
5. A copy of the Tenderer's current and valid Letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association and the Province of Nova Scotia Department of Environment and Labour."
8. Delete Subsection 5.8.3.
9. Replace Subsection 5.8.4 with the following:

"The Owner shall make payment to the Contractor on account no later than 30 Days after the date of a certificate for payment issued by the Engineer."
10. Change subsection 5.10.2 by replacing "15 Working Days" with "10 Working Days" and change subsection 5.10.4 by replacing "5 Working Days" with "20 Working Days".
11. Replace GC 6.7.1 with the following:

"The Owner or the Contractor may request an adjustment to a Unit Price contained in a Schedule of Prices included in the Contract provided that the actual quantity of the item in the Schedule of Prices exceeds or falls short of the estimated quantity by more than 25% excluding items identified as provisional. Neither the Owner nor the Contractor may request an adjustment to a Unit Price for an item identified as provisional."
12. 6.7.2 Replace '15%' with '25%' and '115%' with '125%'.
13. 6.7.3 Replace '15%' with '25%'.
14. Add the following subsection to GC9.5 – Construction Safety

"9.5.2 The Contractor shall develop and be responsible for the implementation of a comprehensive safety program covering all aspects of the Work."
15. Delete Subsections 9.1.1, 9.1.2, and 9.1.3, 9.1.4 and replace with the following:

"Utilities of various types as well as structures immediately adjacent to the line of the work have been shown on the Drawings. The locations of these utilities, buildings, and structures are shown using the best information available but no guarantee is given that the locations are absolutely accurate or that utilities or structures other than those shown are not present.

The Contractor shall carefully examine the location of the work and make special enquiry of the companies or individuals owning, controlling or operating any services and structures, and determine to his own satisfaction the location of such services and structures. The Contractor shall not make any claims against the Owner for damages or additions to the Work caused or occasioned by his relying upon such information.

The Contractor shall, at his own cost and expense, sustain in their places and protect from injury any and all services, structures or property in the vicinity of his work, whether over or

underground, or which appear within the excavation, and he shall assume all costs and expenses for damages which may be occasioned by injury to any of them. He shall at all times have sufficient quantity of timber and plank, chains, etc., on the site and shall use the same as required for sheathing or sheet-piling and bracing the sides, roofs and ends of excavations, and for sustaining or supporting any and all the structures that are endangered.

If damage of any structure, utility or improvement occurs, even though special precautions have been employed, the Contractor shall be entirely responsible for such damage and all such damage shall be satisfactorily rectified at the Contractor's expense.

Should the location or position of any service, utility or other underground structure be such as, in the opinion of the Engineer, to require its removal, realignment or change, or if the locations be such that they intersect a pipe line structure, the work of removal, realignment or change only shall be without cost to the Contractor, but such structure shall be stripped or uncovered, and supported or sustained, by the Contractor, at his own cost and expense, before such removal or before and after such realignment or change, as constituting part of the Contract. The Contractor shall not become entitled to claim any damage or extra compensation from or on account of the presence of such structure or on account of any delay due to removal or rearrangement of the same, but the Contractor shall be entitled to such an extension of the time for completion of the Contract as the Engineer shall decide is equivalent to the time that the work has been delayed by any delay in the removal, realignment or change of any such obstructions."

16. Replace Subsection 11.1 insurance clauses with the following:

It shall be understood that the Contractor, Owner and Engineer are NAMED insureds of the policy. A policy in the name of the Contractor with the Owner and Engineer listed as additional insureds will not be acceptable.

2. Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall provide, maintain and pay the premiums for any insurance he is required by law to provide, marine cargo insurance (if applicable) and the insurance coverages listed in this Section 6.11 unless otherwise stipulated in the Contract Documents:
 1. General Liability Insurance: General Liability Insurance shall be in the joint name of the Contractor, the Owner and the Engineer with limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof. The insurance coverage and the form of this insurance shall be at least equal to the latest edition of IBC Form 2100, or its equivalent replacement, and shall be maintained continuously from commencement of the Work until the date of the Final Certificate of Completion, and with respect to Completed Operations Coverage for a period of not less than twelve (12) months from the date of the Final Acceptance Certificate.
 2. Automobile Liability Insurance: Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property, in the following forms endorsed to provide the Owner with not less than thirty (30) days written notice in advance of any cancellation or change or amendment restricting coverage:
 - (a) Standard Non-Owned Automobile Policy including Standard Contractual

Liability Endorsement.

- (b) Standard Owner's Form Automobile Policy providing Third Party Liability and Accident Benefits Insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor.
3. Aircraft and Watercraft Liability Insurance: Aircraft and Watercraft Liability Insurance with respect to owned or non-owned aircraft and watercraft if used directly or indirectly in the performance of the Work, including use of additional premises, shall be subject to limits of not less than one million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than one million dollars for Aircraft Passenger Hazard. Such insurance shall be in a form acceptable to the Owner. The policies shall be endorsed to provide the Owner with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.
4. Property Insurance:
- (a) All Risk Property Insurance shall be in the joint names of the Contractor, the Owner and the Engineer, insuring not less than the sum of the amount of the Contract Price and the full value, as stated in the General Requirements, of products that are specified to be provided by the Owner for incorporation into the Work. The insurance coverage and the form of insurance shall be at least equal to the latest edition of IBC form 4042, or its equivalent replacement, and latest edition of the relevant CCDC endorsement form and shall be maintained continuously until ten (10) days after the date of the Final Certificate of Completion.
 - (b) The Policies shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss or damage payment with the Insurers. When the extent of the loss or damage is determined the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor will be entitled to such reasonable extension of time for completion of the Work as the Engineer may decide.
 - (c) Payment for Loss or Damage:
 - (i) When the property insurance has been obtained by the Contractor in accordance with the requirements of this Section 6.11.

The Contractor shall be entitled to receive from the payments made by the Insurer the amount of his interest in the restoration of the Work. In addition the Contractor shall be entitled to receive from the Owner (in addition to the amount due under the Contract) the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid upon receipt of payment or payments from the

Insurance in accordance with the Engineer's certificates for payment.

- (ii) When the property insurance has been obtained by the Owner pursuant to the terms of the Contract Documents:

The Contractor shall be entitled to receive from the payments made by the Insurer the amount of the Contractor's interest in the restoration of the Work. In addition the Contractor shall be entitled to receive from the Owner (in addition to the amount due under the Contract) the amount at which the Owner's interest in restoration of the Work has been appraised, such amount to be paid as the restoration of the Work proceeds and in accordance with the requirements of NSRBA Sections GC 5.5 and GC 5.6.

- (d) The Contractor shall be responsible for deductible amounts under the policies.

- 5. Contractors' Equipment Insurance: All Risks Contractors' Equipment Insurance covering construction machinery and equipment owned or rented and used by the Contractor and/or Sub-contractors for the performance of the Work, including Boiler Insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the Insurer against the Owner. The policies shall be endorsed to provide the Owner with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.
- 6. General Insurance Provisions:
 - (a) Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the Final Certificate of Completion.
 - (b) The Contractor shall provide the Owner with proof of insurance prior to commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the Insurer to determine the cost of the insurance. The Contractor shall obtain and comply with all the Owner's and the insurers' requirements, including, but not limited to, allowable classes of vessels, maximum value concentrations, reports and claims handling procedures.
 - (c) If the Contractor fails to provide or maintain insurance as required hereunder or elsewhere in the Contract Documents, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor and the Engineer. The cost thereof shall be payable by the Contractor to the Owner on demand or the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.

17. Add GC 13 LIQUIDATED DAMAGES

13.1.1 The date of expiring of the time allowed in accordance with the Contract for completion of the Works shall be termed the Date for Completion.

13.1.2 Should the Contractor fail to complete the works by the Date for Completion, the period of time from the Date for Completion to the date of Substantial Performance of the Works, as determined by the Consultant shall be termed the Period of Delay.

13.1.3 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 period of delay for each and every day that the work shall remain unfinished after the time so specified. 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 said Works, is hereby agreed upon, fixed and determined by the parties as the amount so stated in Article A10 of the Agreement as liquidated damages that the Owner will suffer by reason for said delay and default and not as penalty. The Owner may deduct the amount of such liquidated damages from any monies payable to the Contractor under the Contract.

7. SECTION 01 10 00 - GENERAL REQUIREMENTS

SUBSECTION 2 – SUMMARY OF WORK

1. Add the following:

- “2 The work to be completed under this contract includes supply of all equipment, materials and labour to complete the replacement of a watermain on Main Street. Specific works include, but are not limited to, the following:
1. Traffic control and regulatory permits.
 2. All required utility locates.
 3. Notifying residents nearby the project site of road/lane closures, water shutoffs or other disturbances.
 4. Erosion and sedimentation control.
 5. Temporary water (if required) and notifying residents of any disruptions to driveway access or water supply minimum 48 hours in advance.
 6. Locating and connecting to existing main.
 7. Supply and installation of new watermain.
 8. Testing, cleaning and commissioning of all installed infrastructure.
 9. Abandonment of existing main complete with non-shrink grout, end caps, and appurtenances as described in the Contract Documents.
 10. Supply and installation of all valves, thrust blocks, and appurtenances as described herein and identified on the Project Drawings.
 11. Complete reinstatement of all disturbed surfaces to meet or exceed existing conditions.
 12. Coordination and progress updates to Owner as requested.
 13. All related work and incidentals associated with carrying out the contract.

2. General

1. Supply all labour, materials and equipment to complete work as specified and shown on the Drawings.

3. Work shall be completed in accordance with the codes and standards listed in the specification. Whenever there is a conflict between two or more codes, standards, specifications or guidelines, the most stringent shall apply.”

SUBSECTION 3 – SCHEDULING AND COORDINATION

1. Delete Subclause .3.
2. Add the following Subclauses:
 1. The contract is expected to be awarded on or before September 27th, 2019. The Contractor must achieve substantial completion within four (4) weeks of written award.
 2. The Contractor shall hand deliver a letter of notification approved by the Owner to residents abutting the work at least three (3) working days prior to the start of construction.
 3. The Owner’s premium cost of overtime inspection beyond forty-five (45) hours per week and on Saturdays, Sundays and Statutory Holidays shall be deducted from payments due to the Contractor. The premium cost of overtime inspection shall be \$100 per hour plus expenses.
 4. Work shall not commence before 7:00 am and shall not extend beyond 7:00 pm without prior approval of the Engineer and the Town.

SUBSECTION 5 – EXISTING SITE CONDITIONS

1. Add the following new subclauses:
 - “.3 Locations of existing buried utilities as indicated on the drawings are approximate only. The Contractor is responsible to locate all utilities present prior to construction. Contractor is to arrange for a representative from Eastlink, Aliant, gas utilities, Town of Oxford, NSPI and other utility owners to determine whether underground utilities exist in the area. If underground utilities are present they must be positively located before any work commences.”
 - “.4 The Contractor shall carry out excavation to determine the exact location and condition of existing utilities and shall ensure that any adjustments required to the new work are identified to the Engineer prior to construction. The Owner reserves the right to realign or regrade watermain”

SUBSECTION 7 – SUBMITTALS, 7.1 – SHOP DRAWINGS

1. Replace subsection 7.1.4 with “Submit a PDF original print by electronic mail for review. Where the PDF is illegible, as determined by the reviewer, three paper copies shall be submitted for review. GC 7.1.5 shall only apply to hard copy submission.”
2. Change subsection 7.1.5 by replacing “four copies” with “one (1) copy” and adding “The Contractor is responsible for making his own copies of returned shop drawings. Electronic shop drawings shall be returned in PDF format and hard copy submissions will be returned as PDF scan”.

3. Add the following new Subsection:

- “8. Submit, for review, shop drawings for:
- i. Pipe, fittings, valves and appurtenances;
 - ii. Geotechnical analysis of road materials and backfill;
 - iii. All other items specified herein that typically require shop drawing submittal.”
- “9. Submit for review, project documentation for:
- i. Traffic Control Plan
 - ii. Detailed project schedule and work plan
 - iii. Site specific health and safety plan
 - iv. Site specific contingency plan for potential problems.

SUBSECTION 8 – RECORD DRAWINGS

1. Delete entire Clause and replace with the following:

- “8. Record Drawings
1. Keep and maintain on-site two (2) sets of full-size whiteprints for Record Drawings purposes.
 2. Maintain Project Record Drawings and record accurately significant deviations from Contract Drawings caused by site conditions and changes ordered by the Engineer.
 3. Mark changes in red on one set of whiteprints.
 4. Record the following significant deviations:
 1. Depths of various elements of works in relation to geodetic elevation.
 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface features such as foundation corners, etc. to the satisfaction of the Engineer.
 3. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 4. Field changes of dimensions.
 5. Other significant deviations which are concealed in construction and cannot be identified by visual inspection.
 5. At completion of project and prior to final inspection, neatly transfer records to second set of whiteprints using fine, red marker. Neatly print lettering and number in size to match original. Lines may be drawn free-hand, but shall be neat and accurate.
 6. Add at each Drawing Title Block Note: AS-RECORDED.
 7. Submit this set of Record Drawings to the Engineer.
 8. If project is completed without significant deviations from Contract Drawings, declare this in writing and submit to the Engineer in lieu of Record Drawings.”

SUBSECTION 9 – QUALITY CONTROL

1. Add the following:

“9.7 The quality of workmanship and materials shall be in accordance with the contract and the work shall present a neat and attractive appearance when finished. Should the work and/or materials prove to be defective in any respect the Contractor shall remove and make good all defective work and/or materials, and shall bear the expense of making good of defective work and/or materials.”

2. Delete Section 10.2 and replace with:

“.1 Engineer’s site office is not required.”

3. Delete section 10.3 and replace with:

“.3 The Contractor shall provide and maintain temporary facilities for all workers including shelters, sanitary facilities, drinking water and washing facilities. Ensure a sufficient number of portable fire extinguishers are available to ensure emergency fire protection for the entire Construction Period.”

4. Add Section 10.5:

“10.5 Identify locations and obtain written permission from surrounding property owners for any temporary equipment and materials storage.”

SUBSECTION 11 – DELIVERY OF MATERIALS AND USE OF THE SITE

1. Revise Subsection 11.1 to read:

“.1 Confine equipment, products and operations to within the boundaries of roads, specified right-of-way of the Owner, or site limits shown.”

SUBSECTION 12 – TRAFFIC CONTROL

1. Add the following:

“12.6 Proceed with the work in such a manner as to minimize traffic interruption. The Contractor shall maintain at least single lane access at all times. If interruption of the normal flow of traffic is necessary then before interruption takes place, notify The Owner of the proposed interruption and obtain approval of the intended method of traffic diversion, location of signs, barricades, and flagmen. Having obtained approval from the Owner, then inform the Fire Department and other Emergency services of the area affected by the construction within seventy-two (72) hours in advance of any program of street blockage and detour.”

“12.7 Maintain vehicle access to commercial establishments on a continuous basis and limit disruptions to residential vehicle access to 24 hours maximum unless directed otherwise by the Engineer, DTIR or the Town. Provide minimum 48 hours’ notice to residents prior to disruption.”

SUBSECTION 18 – HEALTH AND SAFETY

1. Add Subsection 18. as follows:

“1.1 The Contractor and his sub-contractors, as applicable, shall, at all times, have in effect a clearance certificate from Workers Compensation Board (WCB) and a Letter of Good Standing of the Certificate of Recognition Program from the Nova Scotia Construction Safety Association. The Letter of Good Standing shall indicate the Contractor’s or the Sub-Contractor’s current standing falls into one of the following categories:

Certificate of Recognition
Audit Pending
In the Process”

SUBSECTION 19 – LOCAL CONTEST AND EMPLOYMENT

1. Add Subsection 19 as follows:

“1.1 The Contractor shall engage leased equipment, hire personnel required to supplement key personnel and purchase supplies and materials to the maximum extent practical from the local area.”

8. Section 01 57 00 – Environmental Protection

SUBSECTION 3 – DRAINAGE

1. Add the following:

“3.3 Dewater excavations and provide any other pumping and drainage necessary at the sites for the proper construction and commissioning of the work. Dispose of all groundwater and surface runoff including that from snow and ice in a manner approved by the Governmental Authorities. Install environmental protections including but not limited to silt fencing as shown and detailed in the tender drawings.”

SUBSECTION 5 – POLLUTION CONTROL

1. Add the following:

“9.9 Submit erosion and sedimentation control plans for approval to Nova Scotia Environment (NSE) and Owner minimum three (3) weeks’ prior to start of construction.”

9. Section 01 22 00 – Measurement And Payment

“SCHEDULE A” ITEMS

Modify the following items:

- “11. Pipe

Unit of Measurement: metre (m)
Method of Measurement: plan distance along centreline of pipe through fittings, valves and valve chambers.

This item includes: excavation of native materials necessary to lay pipe to grades and depth specified by the contract documents or Engineer. Supply, placement and compaction of all backfill; supply and installation of all pipe and installation, fittings, bends, tees, thrust blocks, bedding material, marker tape and reinstatement of all disturbed surfaces to pre-construction condition or better as identified in the contract documents.

“16. Connections to Existing Main

Unit of Measurement: ea
Method of Measurement: n/a

This item includes: excavation and backfill, locating and connecting to existing main and supply and installation of all pipe, reducers, nipples, fittings, isolation valves, tees, bends, thrust blocks and incidentals, and supply and placement of road granulars and asphalt.”

“19. Testing, Cleaning and Commissioning

Unit of Measurement: lump sum (LS)
Method of Measurement: % of work completed

This item includes: supply of all labour, materials, chemicals, equipment and incidentals to complete hydrostatic/leak testing, flushing, disinfection and start-up of water mains, services, valves, tees, etc.”

“20. Abandonment of Existing

Unit of Measurement: lump sum (LS)
Method of Measurement: % of work completed

This item includes: supply of all materials, labour and equipment to fill all abandoned infrastructure with non-shrinkable grout and capping all termination points.”

“SCHEDULE B” ITEMS*

*The tenderer agrees that the Schedule B items are provisional only and require written direction of the Engineer.

Add the following items:

“8. Materials Testing Allowance

Unit of Measurement: lump sum (LS)
Method of Measurement: % of work completed and submitted invoices

This item includes: provision for a third party (not affiliated with the contractor and subject to

Owner's approval) representative to carry out inspection and testing services related to gravels, asphalt, concrete, bedding, backfill, general excavation and other duties as requested by the Engineer. The contractor will be responsible for coordinating with the inspection company to have an inspector present for testing of general excavation, pipe bedding, backfill, road granulars and asphalt as requested by the Engineer. All results and invoices are to be provided within two (2) business days of receipt to the Engineer."

"9. Replacement of USM with Pit-Run Material

Unit of Measurement: cubic metre (m³)
Method of Measurement: average end area method

This item includes: replacement of unsuitable material with pit run gravel, 6" minus including supply, compaction and placement of materials."

"28. Watermain Insulation

Unit of Measurement: metre (m), based on 75mm thick
Method of Measurement: length alone pipe centreline

This item includes supply and placement of watermain insulation along the proposed water piping as specified by the contract documents or Engineer."

10. SECTION 31 20 00 – EARTHWORK

Delete Subsection 1.1.1 and replace with the following:

“.1 This Section specifies requirements for all earthwork operations. Work includes supply of products and environmental protection, clearing and grubbing, excavating, bedding, backfilling, compacting, shoring, dewatering, disposal of unsuitable and surplus material, testing, supply and installation of trench cage, reinstatement and all incidentals.”

.2 Delete Subsection 1.4.3 and replace with the following:

“1.4.3 Common: All excavated soil excepting rock and topsoil.”

.6 Subsection 3.7, add the following:

“3.7.13 The use of jumping jacks shall not be permitted.”

.7 Add Clause 3.11.3 as follows:

“3.11.3 Prior to placement of subbase gravel, proof-roll the existing subgrade to identify any loose or soft areas prior to placement of subbase.”

.8 Add Clause 3.11.4 as follows:

“3.11.4 Ensure all necessary environmental protection measures are executed during

earthwork.”

11. Section 32 98 00 – Reinstatement

.1 Subsection 3.1 General, add the following:

“3.1.3 Reinstatement all existing grassed areas with sod, reinstatement remaining disturbed vegetated areas with hydroseed and maintain until the end of the construction period.

.2 Revise Subsection 3.3.5 as follows:

“... to Section 32 12 16, to match existing thickness or to the following thickness:”

12. Add The Following Drawings

As referenced in the Table of Contents.

13. Add The Following Standard Details

As referenced in the Table of Contents.

14. Contingency Allowance

The Contingency Allowance is to be used if unforeseen conditions occur during construction. Written authorization is required from Engineer. Contingency sum included in the Form of Tender is for the convenience of the Owner. Tenderers shall not construe that the inclusion of the allowance implies that any part of all of the allowance shown will be expended or paid to the Tenderer to whom a contract is awarded.

15. Schedule B

The Tenderer agrees that any item specified as “Schedule B” is provisional only and must be specified by the Engineer in writing prior to use or payment. The cost of any provisional item not used will be removed from the total tender price.

*** END 00 60 00 ***

1. Section Includes
 - .1 Temporary utilities.
2. Related Sections
 - .1 Section 01 52 00 – Construction Facilities.
 - .2 Section 01 56 00 – Temporary Barriers and Enclosures.
3. Installation And Removal
 - .1 Provide temporary utilities in order to execute work expeditiously.
 - .2 Remove from site all such work after use.
4. Dewatering
 - .1 Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.
5. Water Supply
 - .1 Provide continuous supply of potable water for construction use.
 - .2 Arrange for connection with appropriate utility company and pay all costs for installation, maintenance and removal.
 - .3 Pay for utility charges at prevailing rates.
6. Temporary Power And Light
 - .1 Provide and pay for temporary power during construction for temporary lighting and operating of power tools.
 - .2 Arrange for connection with appropriate utility company. Pay all costs for installation, maintenance and removal.
 - .3 Provide and maintain temporary lighting throughout project. Ensure level of illumination on all floors and stairs is not less than 162 lx.
7. Temporary Communication Facilities
 - .1 Provide and pay for temporary telephone, fax and data lines necessary for own use and use of Engineer.
8. Fire Protection
 - .1 Provide and maintain temporary fire protection equipment during performance of Work required by insurance companies having jurisdiction and governing codes, regulations and bylaws.

9. Products

.1 Not Used

.1 Not Used.

10. Execution

.1 Not Used

.1 Not Used.

*****END 01 50 00 *****