



Contract Documents and Specifications Yarmouth WWTP – Structural and Electrical Short- Term Upgrades

Town of Yarmouth

Type of Document:

Issued for Construction

Project Name:

Yarmouth WWTP – Structural and Electrical Short-Term Upgrades
Yarmouth, Nova Scotia

Project Number:

HFX-24009128-A0

Prepared By:

EXP Services Inc.
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Approved By:

Matt Fennell, P.Eng.
Practice Manager - Sydney

Date Submitted:

2024-11-05

Section	Section Number	Supplementary Specifications
.1 Invitation to Tender		
.2 Information to Tenderers	00 21 00	
.3 Tender Form	00 41 43	
.4 Form of Agreement	00 53 43	
.5 Applicable Specifications		
Definitions	00 71 00	00 71 00ss
General Conditions of the Civil Work Contract	00 72 45	00 74 45ss
Supplementary General Conditions	00 73 00	
General Requirements	01 10 00	01 10 00ss
Measurement and Payment	01 22 00	01 22 00ss
Environmental Protection	01 57 00	01 57 00ss
Concrete	03 30 00	
Metal Fabrications	05 50 00	

Note:

Structural and electrical specifications are covered with notes and details within the drawing set.

.6 Drawings		
Number	Title	
S-101	SLAB-ON-GRADE PLAN	
S-102	LEVEL 1 FLOOR PLAN	
E-101	SITE REFERENCE, LEGEND, AND EXISTING ELECTRICAL MAIN BUILDING	
E-102	EXISTING ELECTRICAL LAYOUTS	
E-103	NEW ELECTRICAL MAIN BUILDING	

Project Name: Yarmouth WWTP - Structural and Electrical Short-Term Upgrades

Location: Yarmouth, Nova Scotia

Owner: Town of Yarmouth

Engineer: EXP Services Inc.

1.1 TENDER SUBMISSION

.1 Submit completed Tender Form for above project in sealed envelope marked as follows:

TENDER

for

Yarmouth WWTP – Structural and Electrical Short-Term Upgrades

TO

Mr. Robert P. Chetwynd, CET
Chief Operator Water/Wastewater Treatment
Town of Yarmouth
400 Main Street
Yarmouth, NS B5A 1G2

1.2 TENDER CLOSING/OPENING

.1 Tender period will close on Wednesday, November 20th, 2024 at 2:00pm, local time.
Tenders will be accepted as scanned copies of the originals via e-mail to Rob Chetwynd at chiefoperator@townofyarmouth.ca.

1.3 DOCUMENT DEPOSIT

.1 There is no document deposit.

1.4 ACCURACY OF REFERENCING

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

1.5 CONDITIONS OF TENDERING

.1 Take full cognizance of content of all Contract Documents in preparation of Tender.
Refer to Section 00 41 43 – Tender Form, Subsection 3.9 for a complete list of Contract Documents.

1.6 TENDERER TO INVESTIGATE

- .1 Tenderer 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 There will be a non-mandatory site meeting on Wednesday November 13th at 10:30 am. Meeting place will be in the Yarmouth Wastewater Treatment Plant parking lot, 1 Water Street, Yarmouth, Nova Scotia.

1.7 CLARIFICATION AND ADDENDA

- .1 Notify Engineer not less than four (4) working days before Tender Closing of omissions, errors or ambiguities found in Contract Documents. If the Engineer considers that correction, explanation or interpretation is necessary; a written addendum will be issued. All addenda will form part of Contract Documents. Contact: Rob Chetwynd via email at chiefoperator@townofyarmouth.ca.
- .2 Confirm in tender that all addenda have been received.

1.8 PREPARATION OF TENDER

- .1 Complete Tender Form provided with Project Documents in ink or by typewriter. Tender all items and fill in all blanks. Have corrections initialed by person signing Tender.
- .2 Any provisional item added to the Tender Form has been identified as not being necessary for this project and the decision to proceed with any such item will be contingent on bid price versus available budget. The final decision to proceed with these item(s) will be by the Owner and the Engineer.

1.9 TAXES

- .1 Include all taxes in prices except Harmonized Sales Tax (HST) in tender unit prices. Add HST in the amount of fifteen percent (15%) at the indicated location on the Schedule of Quantities and Unit Prices in the Tender Form.
- .2 The Contractor will indicate on each application for payment, as a separate amount, the appropriate HST the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified for the payment under the Contract and will therefore not affect the Contract Price.

1.10 TENDER SECURITY

- .1 Provide Tender Security in the amount of ten percent (10%) of the tendered price with tender in the form of a Certified Cheque payable to Owner or Bid Bond on CCDC Form 220. Scanned copy shall be e-mailed to Rob Chetwynd at

chiefoperator@townofyarmouth.ca and the original to be mailed to Town Hall (address above).

1.11 CONTRACT SECURITY

- .1 Contract security will be required in the form of a bond or, as an alternate at the Owner's sole discretion, a certified cheque or an irrevocable letter of credit may be accepted. IF a bond is to be used, include in the Tender a Consent of Surety by a firm legally entitled to do work in Nova Scotia and whose worth, over and above its present liabilities, is greater than the total amount of the bonds provided. Contract Security shall be submitted within 14 days of award of Contract and shall include a Performance Bond and a Labour and Materials Bond, each in the amount of fifty percent (50%) of the Tender Price. The cost of the bonds shall be borne by the Tenderer. Certified cheques or letters of credit shall be for fifteen percent (15%) of the contract value and made payable to the Owner.
- .2 Digital copies should be included with the tender package submission and hard copies should be mailed to the Town Hall (address above).

1.12 INSURANCE

- .1 Refer to Section 00 72 45, General Conditions, subsection GC11.1 – INSURANCE, for insurance required.
- .2 Digital copies should be included with the tender package submission and hard copies should be mailed to Town Hall (address above).

1.13 FORM OF AGREEMENT

- .1 The Form of Agreement, which will form the basis of the contract, is attached for information purposes only at this stage. No action is required during the tender process.

1.14 RETURN OF TENDER SECURITY

- .1 Tender Security will be returned to:
 - .1 All except the three lowest acceptable Tenderers within 7 days of Tender Opening.
 - .2 Two remaining unsuccessful Tenders within 7 days of date of Award.
 - .3 Successful Tenderer following receipt by Owner of executed Agreement, specified Contract Security, and Insurance documents.

1.15 AMENDMENT OR WITHDRAWAL OF TENDER

- .1 Tenders may be amended or withdrawn by sealed letter. Amendment or withdrawal must be by e-mail to Rob Chetwynd at chiefoperator@townofyarmouth.ca.
- .2 Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.

- .3 Head amendment or withdrawal as follows: “(Amendment)/(Withdrawal) of **Tender for Yarmouth WWTP – Structural and Electrical Short-Term Upgrades**”. Sign and seal as required for Tender and submit at address given for receipt of Tenders prior to time of Tender Closing.

1.16 INFORMAL OR UNBALANCED TENDERS

- .1 Tenders which, in the opinion of the Owner, are informal or unbalanced may be rejected at the owner’s discretion. The Owner reserves the right to waive formality and technicality.

1.17 RIGHT TO ACCEPT OR REJECT ANY TENDER

- .1 The Owner reserves the right to: reject all tenders or any tender; not necessarily accept the lowest tender price; waive any irregularities, formalities, informalities, or technicalities; and to accept or reject any offer whatsoever as considered by the owner to be in its best interest.
- .2 The Owner reserves right to evaluate all aspects of a tender. The Owner reserves the right to assess the contractor’s and his subcontractor’s capabilities to complete the work; to deliver a high quality built project; to complete the project on time and within the budget; and to assess these and other relevant factors along with price in selecting the contractor and defining the overall cost of the project.
- .3 The Owner reserves the right to accept or reject all or any tenders based on the Owner’s sole assessment of the adequacy of the bidders proposed work plan.
- .4 Award of the tender will be subject to gaining all regulatory approvals and permits.

1.18 SAFETY CERTIFICATION

- .1 Construction site safety is the responsibility of the Contractor. The Contractor shall name and appoint a site safety supervisor to coordinate and ensure appropriate construction and WHMIS safety procedures are observed and followed on the construction site. All work will be conducted in strict compliance with the NS OH&S Act and Regulations.
- .2 Submit **with Tender**, a copy of 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 Labour.
- .3 Out of province companies shall submit, with their Tender, a current and valid Letter of Good Standing from their province of origin, or from a recognized Safety Association which utilizes an external audit element.
- .4 Out of province companies may obtain a Letter of Good Standing from Nova Scotia Construction Safety Association upon submission of documentation verifying training and compliance with the NS OH&S Act and Regulations.
- .5 In any event, out of province Tenderers will have to satisfy the Nova Scotia Construction Safety Association in respect to their safety status prior to being awarded a contract.

1.19 CLEARANCE LETTER FROM WORKERS COMPENSATION BOARD

- .1 Submit **with Tender**, a copy of Tenderer's current valid clearance letter, issued by the Workers Compensation Board of Nova Scotia.

1.20 UNITS OF MEASUREMENT

- .1 This is a metric unit project. Metric units of measure take precedence over imperial units. Where conflicts may arise, notify the Engineer for clarification. No Claims for compensation due to conflicting units will be considered.

END

resources. The Owner reserves the right to reject any staff proposed for use on this project.

- .6 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within fourteen (14) 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 Refer to Section 00 10 00 Project Documents for a complete list of Contract Documents.
- .10 That the work under this contract shall start on December 4th, 2024. A construction schedule shall be prepared to show a continuous and concentrated effort to complete the work. Close adherence to the schedule is a requirement of this Contract and coordination with Owner's Personnel is a requirement of this Contract when establishing the schedule. Start-up shall also be contingent on receiving all pertinent approvals from regulatory authorities.
- .11 That the Owner reserves the right to: reject all tenders or any tender; not necessarily accept the lowest tender; waive any irregularities, formalities, informalities, or technicalities; and to accept or reject any offer whatsoever as considered by the owner to be in its best interest.

The Owner reserves the right to evaluate all aspects of a tender. The owner reserves the right to assess the Contractor's capabilities to complete the work; to deliver a high quality built project; to complete the project on time and within the budget; and to assess these and other relevant factors along with price in selecting the contractor and defining the overall cost of the project.

The information provided in section Supplementary Tender Information will be used in making such evaluations. As such, the Contractor must provide complete and accurate Supplementary information. The Owner reserves the right to pursue leads arising from investigation of the supplementary information or request additional supplementary information from the contractor.

- .12 Prior to submitting tender, Contractor to complete submission checklist attached at the end of this section.

1.4 SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
<u>STRUCTURAL</u>					
a.	Concrete slab floor clean and repaint	m ²	180		
b.	Concrete foundation wall scrape/paint repair	m ²	70		
c.	Concrete slab crack repair	m	35		
d.	Concrete foundation wall crack repair	m	60		
e.	Concrete wall panel base joint compound repair	m	6		
f.	Post hole patch in concrete wall	Each	24		
g.	Masonry wall crack repair	m	15		
h.	Steel handrail replacement	m	135		
i.	Steel floor grate replacement	m ²	5		
j.	Steel stair refinishing	LS	2		
k.	Refinish steel roof framing and steel roof deck	m ²	10		
l.	Steel crane rail assembly refinish (including base plate repair)	LS	1		
m.	Exterior roof assembly/membrane repair	m ²	5		
n.	Roof hatch repair	LS	1		
<u>ELECTRICAL</u>					
o.	Electrical demolition work, all buildings	LS	1		
p.	New electrical wiring, devices, and controls work, all buildings	LS	1		
q.	New lighting fixtures and related work – Main Building	LS	1		
r.	New lighting fixtures and related work – Digester Building	LS	1		
s.	New lighting fixtures and related work – Exterior Poles	LS	1		
t.	New lighting fixtures and related work – Maintenance Work Shop Building	LS	1		
<u>ADDITIONAL ITEMS</u>					
76.	Additional Items	LS	1		

TOTAL SUMMARY

SUBTOTAL STRUCTURAL	_____
SUBTOTAL ELECTRICAL	_____
SUBTOTAL ADDITIONAL ITEMS	_____
CONTINGENCY (15%)	_____
ESTIMATED CONTRACT PRICE (EXCLUDING HST)	=====
ADD HARMONIZED SALES TAX (15%)	_____
TOTAL PRICE	=====
TENDERER'S HST REGISTRATION NO.	_____

1.5 COMPLETION TIME

- .1 Tenderer agrees to complete the Work within 8 weeks of the December 4th, 2024 start date.
- .2 All work, including deficiencies, must be completed no later than March 15th, 2025.

1.6 SIGNATURES

DATED THIS _____ DAY OF _____, 20__.

[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.

1.7 SUPPLEMENTARY TENDER INFORMATION:

- .1 List of Subcontractors:

List all subcontractors. The provision of the subcontractor list is an undertaking by the contractor to use the listed subcontractor on the project. Obtain the Engineer's approval to add or delete named subcontractors from the above list after the tenders have closed. Award will not be dependent on the sub-contractor list.

- .2 List of all Equipment type that will be used on the project together with marked-up operated hourly rates including operator and also marked-up hourly labour rates - to assess resources applied to the project and establish charge-out rates if extra work is required.

Attach a separate sheet with this information.

1.8 SUPPLEMENTARY INFORMATION

If requested, provide the following additional information prior to award.

- .1 Financial references.
.2 Project references - last three projects undertaken, plus two relevant projects complete with contact information.

- .3 List of material and equipment suppliers - incorporated into the work.
- .4 List of key personnel, title, experience.

END

Prior to submitting tender, ensure the following have been completed:

- | | |
|--|-------|
| 1. Has the Form of Tender been signed, sealed and witnessed? | Y / N |
| 2. Has the required bid bond or certified cheque been mailed ? | Y / N |
| 3. Has the Agreement to Bond (signed and Sealed by surety) been mailed ? | Y / N |
| 4. Have all schedules in the Form of Tender been completed? | Y / N |
| 5. Has all addenda been acknowledged? | Y / N |
| 6. Has the Completion Time (in weeks) been completed? | Y / N |
| 7. Has the Supplementary Tender Information (sub-contractors, equipment, rates) been enclosed? | Y / N |

END

This Agreement made on the _____ day of _____ in the year 2024.

BY AND BETWEEN

The Town of Yarmouth

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 the **Yarmouth Wastewater Treatment Plant** located in Yarmouth, Nova Scotia for which the agreement has been signed by the parties, and for which **EXP Services Inc.** 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 4th day of December, 2024 and attain Substantial Performance of the work as certified by the Engineer by the 15th day of March, 2025.

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 A3 of the Agreement.

ARTICLE A3 – CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in subsection 1.1 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 Specifications for Municipal Services (“The Blue Book”) – Latest Edition.
- .2 Project Documents (section numbers are found in the NSRBA “Blue Book: ss are supplementary specifications contained within this document).

Section	Section Number	Supplementary Specifications
.1 Invitation to Tender		
.2 Information to Tenderers	00 21 00	
.3 Tender Form	00 41 43	
.4 Form of Agreement	00 53 43	
.5 Applicable Specifications		
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Concrete	03 30 00	
Metal Fabrications	05 50 00	

Note:
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.6 Drawings

Number	Title
S-101	SLAB-ON-GRADE PLAN
S-102	LEVEL 1 FLOOR PLAN
E-101	SITE REFERENCE, LEGEND, AND EXISTING ELECTRICAL MAIN BUILDING
E-102	EXISTING ELECTRICAL LAYOUTS
E-103	NEW ELECTRICAL MAIN BUILDING

.7 Addenda

ARTICLE A4 - CONTRACT PRICE

- .1 The Estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the Tender Form excluding the amount of Harmonized Sales Tax.
- .2 The Estimated Contract Price is \$ _____.
- .3 All amounts shall be in Canadian funds and exclude value added taxes.
- .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 ten percent (10%) holdback.
- .3 The amount of the monthly payments shall be calculated as follows:
 - .1 The quantity for each pay item on which actual work has been performed shall be measured.
 - .2 For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.
 - .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
 - .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from subsection 5.3.2 and 5.3.3 of this section.
 - .5 The amount of the monthly payment shall be determined by deducting the ten percent (10%) holdback and the total of all previous payments from the total value of such completed work as determined under subsection 5.3.4 of this section.
 - .6 To the amount calculated above, the Harmonized Sales Tax will be added.
- .4 The payment period shall be the last day of each 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 GC 5.8 - PAYMENTS OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.
- .6 Upon Total Performance of the Work as certified by the Engineer the Owner shall pay to the Contractor the balance of monies then due in accordance with the provisions 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 GC 11.1 - 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 two percent (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

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

Town of Yarmouth
Attn: Mr. Robert P. Chetwynd, CET

400 Main Street
Yarmouth, NS B5A 1G2
Phone: (902) 740-4749 (Mobile)
Facsimile: (902) 742-6532

.2 The Contractor at:

.3 The Engineer at:

EXP Services Inc.
Attn: Mr. Matt Fennell, P.Eng.
301 Alexandra Street
Sydney, NS B1S 2E8
Phone: (902) 562-2394 (Office)
Email: matthew.fennell@exp.com

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

ARTICLE A9 - RIGHTS AND REMEDIES

- .1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- .2 No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A10 - TIME

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

- .2 The Contractor agrees to complete the work on or before the completion time set out in the Tender Form and defined in paragraph 1.3 of this Agreement, which date is hereinafter referred to as the Time of Completion.

- .3 The Contractor acknowledges and agrees that the Time of Completion was a factor of the Owner when awarding the Contract.

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

SIGNED, SEALED AND DELIVERED

In the presence of:

OWNER

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

Delete Clause 20 and replace with the following:

20. Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the place of work. To be ready for use, and is so certified by the Engineer/Owner.

Add Clause 28 Provisional/Contingency Items, as follows:

28. Provisional/Contingency Items

Provisional/Contingency Items means the pay items in the Tender Form to pay for possibly unexpected situations, which might be encountered and does not form part of the contract price until approved by the Engineer/Owner.

Add Clause 29 Total Performance of the Work, as follows:

29. Total Performance of the Work

Total Performance of the Work means that all the work of the contract, change orders and deficiencies have been completed and are so certified by the Engineer/Owner.

END

INTENT

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

GC 3.11 SHOP DRAWINGS

Refer to SECTION 01 10 00 ss GENERAL REQUIREMENTS for Shop Drawing submittal requirements.

GC 5.4 BASIS OF PAYMENT FOR COST PLUS WORK

5.4.1 The following percentages are the allowances for overhead and profit on the value of cost-plus work, including equipment, labour and materials:

- .1 By the General Contractor: 10%
- .2 By the General Contractor on Sub-Contractors: 10%
- .3 By Sub-Contractors: 10%

Items such as company taxes, insurance, duties, bonding, payroll burden, utilities, private and company vehicles and the like are deemed contract overhead and will not be considered separately for mark-up.

5.4.2 Rates for machinery and equipment for cost plus work, referred to in the Standard GC 5.4.1 Clause, shall be that provided in the Tender Form.

Add Clause 5.13 Documents Required at Holdback Release

GC 5.5 APPLICATIONS FOR PROGRESS PAYMENT

Add clause 5.5.7 as follows:

5.5.7 The Contractors application shall show the total progress made to date and the progress on the last claim; the claimed progress being the difference. The application shall show the total amount claimed and the amount claimed for the progress made. The claim for payment shall indicate the total holdback to date and the holdback made on the payment claimed. HST shall apply to the amount of payment after the holdback is removed.

GC 5.6 PROGRESS PAYMENT

5.6.1 Replace “5 Working Days” with “20 Working Days”.

5.6.2 Replace “5 Working Days” with “20 Working Days”.

GC 5.7 SUBSTANTIAL PERFORMANCE OF THE WORK

5.7.2 Replace “15 Working Days” with “21 Working Days”.

5.7.3 Add the following:

If the work is agreed to be substantially complete then the certificate shall reflect the date on which the application was made.

Add clause 5.7.5 as follows:

5.7.5 The Engineer will review the Contractors comprehensive list of items to be completed or corrected (deficiency list). If the list is found to be incomplete, a finding that the project is substantially complete may be withheld until a comprehensive deficiency list is established to the satisfaction of the Consultant. If the Engineer generates a list of deficiencies, the Engineer shall value each item based on experience. The Engineer may also ask the Contractor for information necessary to establish values for items on the deficiency list. If the Contractor disputes the value of any item, then the Contractor must submit a detailed cost estimate for the value of each item in accordance with GC 5.4 for the Cost Plus Work or otherwise agreed upon with the Engineer. The value of deficiencies may be withheld from payment of the holdback money.

GC 5.8 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.8.3 Replace “5 Working Days” with “10 Working Days”.

Add clause 5.8.6 and 5.8.7 as follows:

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

5.8.7 Notwithstanding the provisions of the preceding paragraphs, a warranty holdback in the amount of two and a half percent (2.5%) of the final contract price shall be retained by the Owner until the expiry of the warranty period of 12 months from the date of substantial completion of work. This amount will be released within 21 days following the expiry of the warranty period, provided that the Contractor has fulfilled all of the requirements of the contract.

GC 5.10 FINAL PAYMENT

5.10.2 Replace “15 Working Days” with “21 Working Days”.

Add GC 5.13 as follows:

GC 5.13 DOCUMENTS REQUIRED AT HOLDBACK RELEASE

At each time the contractor applies for release of holdback (GC 5.7 to 5.10 inclusive), he shall provide the following documentation. Release of holdback will be subject to receipt of the documentation:

- Statutory Declaration (CCDC Document 9A).
- Bonding company acknowledgement and statement of bond status.
- Statutory Declaration by deed search of any liens filed on the Owner's property from work of the contract.
- Nova Scotia Construction Safety Association letter of good standing.
- Worker's Compensation letter of good standing.
- Statement of all outstanding claims against the contract which precede the date of holdback application. Outstanding claims not listed at the date of Release application will later be rejected.
- O&M Manual.

GC 6 CHANGES

Further to Section 00 71 00 Clause 21, add Clause 6.4 Supplemental Instructions as follows:

GC 6.3b SUPPLEMENTAL INSTRUCTIONS

Supplemental Instructions (SIs) are written instructions issued by the Engineer for the purpose of recording clarifications or interpretations of the Contract Documents or giving direction resulting from field conditions. SIs are subject to the provisions of the Contract Document and unless stated in the SI and specifically co-authorized by the Client, will not affect the terms and conditions of the Contract. Should the Contractor believe a change in the contract price or Time of Completion is required as a result of an SI, he shall submit to the Engineer within five (5) days of the date of issuance of the Supplemental Instruction an itemized proposal but if SI work will take place before the five days, the Contractor shall notify the Engineer that a price or time change is indicated at least one (1) working day before proceeding with the work. If the proposal is accepted by the Owner, the Supplemental Instruction will be superseded by a Change Order.

GC 6.7 QUANTITY VARIATION

Add Clause 6.7.6

- 6.7.6 Should it be determined that a change in the contract time is required solely as a result of quantity variation(s), the time extension shall not form the basis of a claim. The contract unit price or re-negotiated unit price is deemed to be compensation in full for any changes in contract time.

GC 10.1 TAXES AND DUTIES

Add Clause .3 and .4 as follows:

- .3 The Contractor shall pay the Harmonized Sales Tax (HST), with respect to its obligation under the Contract.
- .4 The Owner may be applying for a refund of the tax paid on goods and services qualifying for tax exemption. The Contractor shall provide all relevant documents to the Owner so as to enable the

Owner to recover all applicable taxes. The Contractor shall assist the Owner in every way to complete these dealings in a reasonable period of time.

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

10.2.3 Include obtaining utility permits (phone, power, etc.) and their fees, license, inspections, certificates, co-ordination, scheduling and costs in the tender price & the scope of work. Where a utility or agency requires that an application be made by the Owner, advise the Owner sufficiently far in advance so as not to delay the work and thereafter act as the Owner's agent in scheduling and co-ordinating the utility/agency with those of the work. Co-ordinate and pay for adjustment of utility poles and their supports, if required for the purposes of the work, with/to the utility having jurisdiction. Carry ongoing utility costs until Substantial Performance.

Add Clause 10.2.9

10.2.9 The Contractor shall schedule his work in accordance with permits issued and any stipulations contained therein. The Contractor shall notify the Owner and the Engineer of any restrictions placed on the work schedule by such permits. The Contractor shall notify the Engineer of any difficulty in obtaining permits and their impact on the schedule. Notification to the Engineer does not relieve the Contractor of his obligations.

GC 11.1 INSURANCE

Add Clause 11.1.1.6 as follows:

11.1.1.6 The Contractor shall add the Owner and Engineer as joint insured parties (co-insured) in the insurance policies.

GC 11.2 CONTRACT SECURITY

Add Clause 11.2.3 as follows:

11.2.3 The Contractor shall provide to the Owner the bonding as specified in Section 00 21 00 Information to Tenderers.

GC 12.1 INDEMNIFICATION

Add to clause 12.1.1 the following:

The indemnification shall cover both the Federal and Provincial governments as funding agencies.

GC 12.3 WARRANTY

Add clause 12.3.7 as follows:

12.3.7 Equipment warranty: all equipment shall be warrantied by the manufacturer for a period of 12 months from the date of successful commissioning and placing in service.

END

2. SUMMARY OF WORK

Delete Clause .1 and replace with the following:

- .1 The work generally includes but is not limited to the items listed in the Invitation to Tender.
- .2 Provisional items as may become evident during the course of the project.

3. SCHEDULING AND COORDINATION

Delete Clause .3 and replace with the following:

- .3 Engineer will carry out necessary tests and inspections. Contractor will take measurements required for record drawings. Refer to Clause 8. "Record Drawings" of this Section.

Add the following:

- .5 The work is taking place in an active wastewater treatment plant. Contractors will need to ensure that there will be no disruptions to facility operations during execution of repairs and installation. Contractors will be required to coordinate work with operations staff, wear appropriate PPE, and submit a hazards assessment for the work, as required. The Contractor is to work closely with the property owners, the Town, the Construction Inspector, and the Engineer to schedule and carry out the work to ensure no disruption to regular activities. Contractor shall respect the surrounding area.

4. SETTING OUT THE WORK

Add the following:

- .4 The Contractor shall take all measurements and record all information before and after changes in construction for determination of quantities for measurement where applicable. All such information shall be provided to the Engineer for his review and acceptance before proceeding to the next stage.

5. EXISTING SITE CONDITIONS

Add the following:

- .4 Do not remove nor disturb survey monuments, iron bars, round iron pipes and stakes representing property boundaries and locations which may be encountered during the execution of the work, without written permission from the Engineer. Replace all disturbed monuments unless written permission for such removal is granted by the Engineer.
- .5 The Contractor shall indemnify and save harmless the Owner and Engineer against damages for consequential loss and against any claim made against the Owner or the Engineer by the owner of any main, line, conduit, or other such structures or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

6. PROJECT MEETINGS

Add the following:

- .2 Allow for bi-weekly meetings, or if the situation warrants more frequent meetings, as called for by the Engineer.
- .3 The Contractor's Project Manager and Foreman shall attend site meetings, which may be on-site or at the Town office. Subcontractors shall allow for bi-weekly meetings but may not attend the meetings at the discretion of the Engineer.

7. SUBMITTALS

7.1 Shop Drawings

Delete .4 and replace with the following:

- .4 Submit shop drawings (digital submissions are acceptable) to the Engineer for review. Engineer will mark up drawings for return to the Contractor. Contractor to make copies as he requires, from the returned shop drawings.

Add the following:

7.7 Project Documentation

- .1 On award of the project, submit the following to the Engineer:
 - detailed project schedule and work plan.
 - Health and Safety plan.
- .2 Submit shop drawings for:
 - Steel work
 - Electrical infrastructure

8. RECORD DRAWINGS

Delete .1 and .2 and replace with the following:

- .1 Obtain data necessary to prepare record drawings.

Add the following:

- .3 Maintain one separate set of drawings on site. These drawings shall be reserved exclusively as record drawings. Have these drawings marked up daily to record any alterations made during construction to the contract drawings. Transmit these drawings to the Engineer at substantial Completion. The submission of an acceptable set of record drawings to the Engineer is a condition of issuance of Substantial Performance. The Contractor will be supplied with a separate set of drawings specifically for the purpose of keeping records.

Add the following:

- .4 All record information will be collected by the Contractor and checked by the Resident Inspector on behalf of the Engineer and the Owner.

- .5 Contractor shall provide a digital file at the end of the project with coordinates of all record information collected including all underground and aboveground infrastructure. Failure to do so will result in \$5,000 held back from the contract. Acceptable submissions would include AutoCAD drawing with all elevations, invert etc., included on the drawing. An excel point file with code descriptions, i.e. GS = Grade Shot, could also be included.

9. QUALITY CONTROL

Add the following:

- .8 The expense of additional tests required due to defective work or under-strength concrete shall be borne by the Contractor.
- .9 Owner (the Town of Yarmouth) will pay for all materials testing during the course of construction. The Contractor shall schedule materials testing in advance of work.

10. TEMPORARY FACILITIES

Delete requirements of Clause 10.2

Add the following:

- .5 Carry ongoing utility costs until Substantial Performance (if applicable).

END

GENERAL

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

All materials testing during construction shall be coordinated between the Contractor and the Engineer. The cost of materials testing will be the responsibility of the Owner.

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

Refer to structural and electrical drawings for specific information on items listed in the Schedule of Quantities and Unit Prices. “Additional Items” refers to any items required to complete the work that are not listed in the Schedule of Quantities and Unit Prices, i.e. mobilization/demobilization, etc.

PROVISIONAL ITEMS (only as directed by the Engineer)

Note, for Provisional Items:

Provisional items are indicated as such in the Tender Form (Section 00 41 43).

END

6. Permits and Approvals

Delete and replace with the following:

- .1 Review and comply with all conditions contained in permits and/or approvals from regulatory authorities.

8. Protection of Property

- .1 Contractors shall identify and protect property not designated for removal. Contractors shall restore and make good all damages as a result of the failure to protect or construction activities.

END