

- 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 Consulting Engineers of Nova Scotia Joint Committee on Contract Documents, except as modified herein.
 - .2 These Supplementary Specifications modify the specification sections to which they refer.
 - .3 The Supplementary Specifications take precedence over the specification to which they refer.

2. SECTION 00 53 43 – FORM OF AGREEMENT CCDC 2 2020 Stipulated Price Contract

GC 5.8 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT HOLDBACK

- .1 Add the following:

“5.8.6 Holdback monies shall not be released until the Contractor has submitted the following documents, each in a form satisfactory to the Consultant 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 Consultant.

- .1 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 except for amounts properly retained as a holdback or as an identified amount in dispute.
- .2 A certificate of clearance from the Workers' Compensation Board of the Province 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 in which the Work is being performed, including any payment due thereunder.
- .3 All warranties required under the provision of this contract, whether originating from the Contractor or Sub-Contractors or Suppliers.
- .4 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 Labour.
- .5 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.

- .6 A letter of release from the Surety Company.
- .7 Submission of Final Record Drawings.”

GC 5.10 – FINAL PAYMENT

- .1 Add the following:

“5.10.5 Sixty days after the contract is substantially performed the holdback amount may be reduced to two and one-half (2.5) percent of the value of the work, service and materials actually done, placed or finished and this balance of two and one-half percent shall be retained until all required work, including warranty work, is performed completely. The two and one-half (2.5) percent shall be in addition to the two and one half (2.5) percent Warranty Holdback noted below in Subsection 5.8.4.”

GC 6.4 - CONCEALED OR UNKNOWN CONDITIONS

- .1 Add Clause 6.4.5

"6.4.5 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.

Further, there are an unknown number of concrete blocks at the bottom of Cell #1.”

GC 6.5 - DELAYS

- .1 Add Clause 6.5.6

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

“6.5.7 In the event of there being a Period of Delay, the Contractor shall be liable for and shall pay to the Owner the cost of continuance of supervision during the Period of Delay, and all additional fees, disbursements and costs incurred by the Owner by reason of there being such period of delay. The said sum or sums in view of the difficulty of ascertaining the losses which the Owner may suffer by reason of delay in the performance of the said Works, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the Owner will suffer by reason of said delay and default and not as a penalty. The value of the liquidated damages shall be \$750.00 per day for the duration of the Period of Delay. The Owner may deduct the amount of such liquidated damaged from any monies payable to the Contractor under the Contract.”

GC 9.5 - CONSTRUCTION SAFETY

.1 Add the following:

"9.5.2 The Contractor shall develop and be responsible for the implementation of a comprehensive safety program covering all aspects of the Work. A copy of this program shall be delivered to the Owner prior to any work being conducted on the project."

3. SECTION 01 10 00 - GENERAL REQUIREMENTS

SUBSECTION 2 - SUMMARY OF WORK

Add the following:

"2 The work to be completed under this contract includes the dredging of sludge from Cell 1 of the municipal wastewater treatment lagoon in New Minas, Nova Scotia. Dewatering to be performed as outlined in the Contractor's Technical Submission submitted in connection with Non-Binding Request for Proposals, Project Reference #23-01 Regional STP Cell #1 Desludging, issued January 6, 2023."

SUBSECTION 5 - EXISTING SITE CONDITIONS

.1 Add the following new Subsection:

".4 Locations of existing buried utilities as indicated on the drawings are approximate only. Contractor is responsible to confirm actual locations of utilities prior to construction. Contractor is to arrange for a locate company to provide underground locate services whether underground piping and electrical cable exists in the area."

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 new subsections:

".6 Contractor is to maintain at least single lane access on roads at all times. The Contractor shall comply with the temporary traffic control manual and all other specific requirements stipulated by Nova Scotia Department of Public Works.

".7 The Contractor is responsible for notifying the public and local businesses of traffic interruptions and/or detours. Notices shall include newspaper and radio advisories as well as traffic control signage for the public and direct contact with affected business owners.

- .8 The Contractor shall not interfere with the movement of waste delivery vehicles and waste delivery vehicles shall be given the right-of-way on all roads.”

4. SECTION 01 22 00 - MEASUREMENT AND PAYMENT

1. Replace Section 01 22 00 with the following:

1.0 GENERAL

- .1 Unit Prices and Lump Sum Prices are full compensation for the work necessary to complete each item in the Contract in combination with all other work necessary to the completion of the Work as a whole and not bid as a separate item.
- .2 Include all of the following as required where individual quantities are not provided in the Form of Tender: environmental protection, clearing and grubbing, excavation (except rock), shoring, dewatering, bedding, backfilling, compaction, disposal of surplus common, marker stakes, reinstatement, traffic control, and all incidentals.
- .3 All measurements shall be along a horizontal plane unless otherwise indicated.**
- .4 The numbers of the items described below correspond to the numbers of the items in Contractor’s Cost Submission submitted in connection with Non-Binding Request for Proposals, Project Reference #23-01 Regional STP Cell #1 Desludging, issued January 6, 2023., where applicable.
- .5 Additional instructions for measurement and/or payment for items of the Work may be contained in specific sections of the Technical Specifications Divisions 1 through 31 where appropriate. In the case of a conflict between the instructions for measurement and payment contained in this section and another section, the requirements of this section shall govern.
- .6 The Contractor shall provide a reliable and accurate method of measuring sludge extracted from the lagoons. Methods shall be able to be monitored by the Owner through confirmation of feed solids flow and concentration. All data collected shall be turned over to the Owner on a daily basis so that the progress can be tracked and adjustments made to the solids removal program as required. Contractors shall assume that the Owner or its representatives will not be responsible for collecting this data.

2.0 SCHEDULE ‘A’ ITEMS

Under ‘Additional Items’, add the following:

“1. Desludging and Dewatering

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

Item Includes: All equipment, supply, transport and installation of materials, health and safety, testing, calibration, commissioning, labour and restoration for the complete

removal of the existing lagoon aeration equipment and subsequent removal and dewatering of sludge from Cell #1. This includes supply and placement of dewatering equipment, quality control testing, chemical supply & calibration. It also includes mobilization of all material, personnel, equipment necessary to complete the work associated with the contract and demobilization/cleanup after the work associated with the contract is completed.

***** END OF SECTION 00 60 00 *****

