

**SPECIAL TOWN COUNCIL MEETING  
Town Hall – Council Chambers & Facebook Live  
Monday, July 7, 2025 – Immediately following the  
Committee of the Whole meeting**



**AGENDA:**

- 1. CALL TO ORDER**
  
- 2. APPROVAL OF THE AGENDA**
  
- 3. NEW BUSINESS**
  - 3.1. Committee of the Whole Recommendations
    - a. RFD 033-2024 Award of Tender for the School Street Waterline Project – Director of Public Works
  
- 4. ADJOURNMENT**

**REQUEST FOR DECISION**  
**School Street Water Main Upgrade**  
**RFD#: 033-2025**



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**To:** COTW and Town Council  
**From:** Ashley Crocker, CAO  
**Date:** July 7, 2025  
**Subject:** School Street Water Main Upgrade

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**Guiding Principles for Decision-Making**

**Accountability   Transportation   Diversity   Sustainability   Engaged   Informed**

References/Attachments

- CBCL Tender documents for School Street Water Main
- Tender from Meisner Excavation (2020) Ltd.
- Town of Middleton UARB request for approval
- UARB Project Approval

Legislation

- N/A

Recommendation

That Council award the tender for the School Street Waterline Project to Meisner Excavation (2020) Ltd. for \$548,000 + HST.

Background

Over the last 2 years the water line on School Street has had 8 breaks with several of those breaks causing the Regional High School to close early. The water line on School Street between Main Street and Marshal Ave also changes from 200mm dia. to 150mm dia. to 100mm dia. and back to 200mm dia. causing development, fire flow and pressure issues. In 2024 the Town hired CBCL to design the new water line and oversee the tender process for the construction and replacement of the water line on School Street. The tender closed on May 27, 2025. There were 4 bids on the tender and Meisner Construction was the low bid and recommended contractor by CBCL. Because the project was more than \$250,000 the Town needed to seek approval from the UARB to complete the project. On June 27, 2025, the UARB approved the project. The Town still awaits confirmation from its application to the Provincial Capital Assistance Program (PCAP) for funding for this project.

**REQUEST FOR DECISION**  
**School Street Water Main Upgrade**  
**RFD#: 033-2025**



Financial Implications

The construction project will be funded \$259,600 from the Water Depreciation Reserve, and the balance of \$309,600 from the Water Surplus account – a total of \$569,200 including the non-rebateable HST. If any PCAP grant funding is received, less money will be funded from the Water Surplus account.

Strategic Plan/Operating Plan Alignment

Check Applicable	Strategic Priority Area	Comments
X	Environment	
X	Infrastructure	
	Economy	
	Community	
	Governance	
X	Council Strategic Initiative	

Alternatives

N/A

Community Engagement/Communication

N/A

CAO Comments

The CAO supports the recommendation of staff.

CAO Initials: AC

Target Decision Date: July 7, 2025

**1. SALUTATION:**

- .1 To: Town of Middleton  
131 Commercial Street  
BOS 1P0
- .2 For: Middleton School Street Watermain Replacement  
Contract No. 241039.00
- .3 From: Meisner Excavation (2020) Ltd.  
100 Parker Mountain Road, Granville Ferry N.S  
BOS 1A0

**2. TENDERER DECLARES:**

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 To have personal knowledge of the location of the proposed Work and is informed as to the actual conditions and requirements, including labour conditions and labour rules and shall not claim at any time after execution of the Agreement that there was any misunderstanding in regard to such conditions and requirements.
- .4 That Contract Documents and Addenda No. 0 to 0 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 multiplied by the estimated quantities in Subsection 4 hereunder.
- .3 That this Tender is valid for acceptance for sixty (60) calendar days from the time of 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 Upon request to provide evidence of ability and experience within seven (7) calendar 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 fourteen (14) calendar 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 Understands that in the event that the tendered Contract Price is not within the project budget, the Owner has the right to negotiate the Contract with the low bidder or reject all tenders received.
- .10 Agrees that the Warranty Period defined in the Contract Documents shall be for a period of one (1) year from the date of Ready-for-Takeover.
- .11 Understands that Substantial Performance of the Work will be established in accordance with General Conditions of the Contract and applicable lien legislation.
- .12 Understands that after the issuance of the certificate of Substantial Performance of the Work by the Consultant, provided that the Contractor has relieved the Owner from any and all claims, demands and lien claims for and in respect of the Contract, and has completed all outstanding items and corrected all deficiencies, the Contractor shall submit an application for Final Payment and the Consultant will thereafter prepare the Final Certificate for payment in accordance with the General Conditions of the Contract and applicable lien legislation
- .13 Understands that the payment of holdback will be in accordance with the General Conditions of the Contract and subject to the provisions of the lien legislation applicable to the Place of Work.
- .14 Understands the occupational Health and Safety Legislation and any Workers or Workplace compensation legislation applicable to the Place of the Work and declares that they are in good standing and have all necessary certification as required by such legislation.
- .15 Agrees that time shall be construed as being of the essence of the Contract.
- .16 That the Contract Documents include:
  - .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2024.
  - .2 Tender Form
  - .3 Form of Agreement
  - .4 General Conditions of the Civil Work Contract
  - .5 Supplementary General Conditions
  - .6 Supplementary Specifications
  - .7 Drawings

Dwg. No. Title

C01	Existing Conditions and Removals
C02	Proposed Plan and Profile (Sheet 1 of 2)
C03	Proposed Plan and Profile (Sheet 2 of 2)
C04	Miscellaneous Details (Sheet 1 of 2)
C05	Miscellaneous Details (Sheet 2 of 2)

.8 Addenda as issued and as confirmed in subsection 2.4 of this section.

**4. SCHEDULE OF QUANTITIES AND UNIT PRICES**

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
1.	200 mm dia. PVC DR18	m	<u>375</u>	<u>960</u>	<u>360,000</u>
2.	Valves				
.1	200 mm dia. GV	Ea	<u>7</u>	<u>5,500</u>	<u>38,500</u>
.2	250 mm dia. GV	Ea	<u>4</u>	<u>6,500</u>	<u>26,000</u>
3.	Hydrants	Ea	<u>2</u>	<u>12,000</u>	<u>24,000</u>
4.	Temporary Water	LS	<u>1</u>	<u>15,000</u>	<u>15,000</u>
5.	Connection to Existing Watermain at Main St. and School St.	LS	<u>1</u>	<u>25,000</u>	<u>25,000</u>
6.	Connection to Existing Watermain at Marshall St.	LS	<u>1</u>	<u>12,000</u>	<u>12,000</u>
7.	Re-connection of Existing 19mm Water Services	Ea	<u>9</u>	<u>3,167</u>	<u>28,500</u>
8.	Re-connection of Existing 100mm Water Services	Ea	<u>2</u>	<u>9,500</u>	<u>19,000</u>
			<b>SUBTOTAL\$</b>	<u>548,000</u>	

**TENDER SUMMARY**

<b>ESTIMATED CONTRACT PRICE (Excluding HST)</b>	\$ <u>548,000</u>
Add HST (14% of the Estimated Contract Price)	\$ <u>76,720</u>
<b>TOTAL AMOUNT PAYABLE</b>	\$ <u>624,720</u>

TENDERER'S HST REGISTRATION NO. 74759 4273 RT0001

**5. COMPLETION TIME**

1. Tenderer agrees to achieve Ready-for-Takeover of the Work within 30 weeks from written notification of Award.

6. SIGNATURE \*

DATED THIS 27 DAY OF May, 2025.

[Seal]

Meisner Excavation (2020) LTD.  
Name of Firm Tendering

Jacob Meisner  
Signature of Signing Officer

Jacob Meisner CEO  
Name and Title (Printed)

[Signature]  
Witness

Tara Polkable  
Witness

\_\_\_\_\_  
Signature of Signing Officer  
\_\_\_\_\_  
Name and Title (Printed)

600 Packer Mountain Road, Granville Ferry N.S  
Company Address

(902) 526-0253  
Telephone No.

\_\_\_\_\_  
Fax No.

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

END OF SECTION



June 27, 2025

[acrocker@town.middleton.ns.ca](mailto:acrocker@town.middleton.ns.ca)

Ashley Crocker, MBA, CPA  
Chief Administrative Officer  
Town of Middleton  
131 Commercial Street  
PO Box 340  
Middleton, NS B0S 1P0

Dear Ms. Crocker:

### **M12302 - Middleton Water Utility – School St. Waterline Replacement**

On May 30, 2025, the Middleton Water Utility asked the Board to approve \$664,000 in capital spending to replace the School Street Waterline. This amount includes a 10% contingency and net HST.

In its request, the Utility explained that the waterline in question sustained eight breaks in the past 18 months, causing service disruptions in the area. In several cases, these disruptions required the local high school to close for health and safety reasons. The waterline is over 60 years old and made up of various diameters of piping ranging from 100mm to 200mm, which is limiting the ability for future development and causing water pressure issues. In addition, several valves in the area are not working properly. This project will replace 380 metres of watermain with 200 mm diameter PVC pipe, 10 gate valves, 2 hydrants, and various connections to the existing system.

Originally, as included in the Utility's rate application, currently under review, the Utility planned to do this work in 2026/27 and use depreciation funds exclusively. Due to the recent breaks, it prefers to do the work in 2025/26. The Utility plans to fund the project using a \$259,644 Provincial Capital Assistance Program (PCAP) grant, which has been applied for but not yet confirmed. The rest would be funded from the depreciation fund. If the grant is not approved, the Utility may use money from the CCBF capital reserve instead. Moving the project up in the schedule will also allow the Utility to include its costs in the water rates for the year the work will now occur. Since the depreciation fund isn't as large now as it is expected to be in 2026/27, the grant is important for funding the project.

Board staff issued Information Requests (IRs) on June 3, 2025. The Utility provided its responses to the Board on June 24 and June 25, 2025. In its IR responses, the Utility confirmed that the lowest of the three tender bids has been selected and it will award the job once the Board approves the application. Work is expected to start on July 2, 2025, and finish by August 31, 2025.

In its IR responses, the Utility also indicated that if the PCAP grant funding is not available, it will use a portion of its accumulated surplus as a funding source. The Utility will also fund

any cost overruns that do not meet the threshold for Board approval with its accumulated surplus.

In response to IR-3b), the Utility provided an updated cost estimate, which reflects a decrease in the cost of engineering services during construction. The updated total project is now estimated to cost \$661,433.

Based upon the information provided, the Board approves this project and its funding at the revised total of \$661,433.

Yours truly,



Julia E. Clark, LL.B.  
Vice Chair





Office of the  
**Chief Administrative Officer**  
**Ashley Crocker**  
Ph: (902)825-4841 | Fax: (902)825-6460  
Email: [acrocker@town.middleton.ns.ca](mailto:acrocker@town.middleton.ns.ca)  
[www.discovermiddleton.ca](http://www.discovermiddleton.ca)

May 30, 2025

**Nova Scotia Regulatory and Appeals Board**

1601 Lower Water Street, Suite 300  
PO Box 1692, Unit "M"  
Halifax, NS B3J 3P6  
Via email: [board@novascotia.ca](mailto:board@novascotia.ca)

**RE: MIDDLETON WATER UTILITY SCHOOL ST WATERLINE APPROVAL REQUEST**

Good afternoon:

Please accept the following application for capital expenditure approval for the Middleton Water Utility to construct a replacement of a section of waterline on School Street for a total estimated cost of \$664k.

**Background:**

The Middleton Water Utility provides water to the Regional High School (600+students), seven residences and eight local businesses along a 380-metre section of School Street in Middleton. Over the past 18 months, the Town has had eight watermain breaks on this section of School Street, causing disruption to water service in the area. In six of those instances, the breaks have required the High School to close for health and safety reasons.

The pipe is over 60 years old and of multiple diameters (100mm, 150mm and 200mm DIA), at times causing pressure issues and limiting any future development. There are also several water valves in the area that are not working properly.

The Utility sent an RFP to 3 engineering firms and had the design work completed, for a total cost of \$23k, including non-rebateable HST. The Utility plans to replace the deteriorated sections and upgrade the line so that it is all 200mm diameter to help reduce pressure issues and support future developments needing sprinkler systems for fire suppression.

The Utility issued tenders for the construction phase of the project. The RFP closed on May 27, 2025, and several bids were received. The contract will not be awarded until the project is approved by the Board.



Office of the  
**Chief Administrative Officer**  
**Ashley Crocker**  
 Ph: (902)825-4841 | Fax: (902)825-6460  
 Email: [acrocker@town.middleton.ns.ca](mailto:acrocker@town.middleton.ns.ca)  
[www.discovermiddleton.ca](http://www.discovermiddleton.ca)

The Utility submitted a grant application under the Provincial Capital Assistance Program (PCAP), requesting a grant equal to 50% of the then-estimated cost of the project. We have not been advised on the status of our grant application.

If successful in obtaining the grant, the balance of the cost would be funded from the Water Depreciation Reserve. In the absence of grant approval, the Utility would either use an equivalent amount from the Town’s Canada Community Building Fund, (CCBF) Capital Reserve, or delay the project until such time as the Water Depreciation Reserve account contained sufficient funds.

### Project Description:

The Engineering Design work has been completed. The project will replace 380m of watermain with 200 mm dia. PVC DR-18, 10 gate valves, 2 hydrants, and the various connections with the existing system and existing water services. Other components include temporary water service, testing and commissioning, environmental protective measures, etc.

### Project Cost by Major Category:

The table below assumes the contractor is responsible for the cost of materials and labor.

<b>Category</b>	<b>Cost</b>	<b>Previous Spending</b>	<b>Project Total</b>
Construction costs	548,000		548,000
Construction contingency	54,800		54,800
Engineering costs	10,650		10,650
Engineering contingency	1,065		1,065
Engineering and design		22,260	22,260
Subtotal	614,515	22,260	636,775
Non-rebateable HST	23,700	1,000	27,300
	638,215	23,260	664,075



Office of the  
**Chief Administrative Officer**  
**Ashley Crocker**  
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[www.discovermiddleton.ca](http://www.discovermiddleton.ca)

## Project Funding:

Previous Spending of \$23k plus HST was funded from the Water Depreciation Reserve.

As previously noted, the Utility applied for a PCAP grant for \$259,644, being 50% of the previously estimated cost of construction. The balance of the project would be funded from the Water Depreciation Reserve.

The Utility had previously planned to fund 100% of the project from the Water Depreciation Reserve, but the project was not scheduled to occur until 2026/27, when the Reserve would have accumulated sufficient funds to cover the project cost.

However, given the urgency of the project, if the PCAP grant application is not successful, then the equivalent amount could be funded from the CCBF Capital Reserve fund. This will require a Council Resolution, as the draft capital budget assumes receiving PCAP funding.

## Impacts of the Project on the revenues and expenditures of the water utility plus an estimate of the impact on the water rates:

The watermain replacement will not generate any new revenue. However, it will permit the Town to reliably support new housing or commercial developments, which will generate additional revenue for the water utility.

The estimated annual depreciation expense is \$9k. However, operating expenses related to water main breaks are expected to be reduced, which will offset a portion of the cost. As a result, the Utility expects nominal impact on the water rates.

No debt is required for this project. The primary financial consequence will be the reduction in the Depreciation Reserve account balance, leaving less funds available for other future projects. However, none of the other capital projects planned for future years are as critical as this project.

Thank you for your consideration of this project.

Yours sincerely,

*Ashley Crocker*

Ashley Crocker, MBA, CPA  
Chief Administrative Officer

**Town of Middleton**


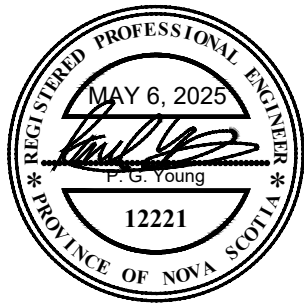


**Middleton School Street  
Watermain Replacement**

**Issued for Tender**

**May 2025  
Contract No. 241039.00**

# Middleton School Street Watermain Replacement

A	Issued for Tender	PY	May 6/25	AE
Rev.	Issue	Reviewed By:	Date	Issued By:
 <p>This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third party use of this document.</p>				

THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH **THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES** AS PUBLISHED BY THE NOVA SCOTIA ROAD BUILDERS ASSOCIATION - CONSULTING ENGINEERS OF NOVA SCOTIA AND THE **JOINT COMMITTEE ON CONTRACT DOCUMENTS**. COPIES OF THESE DOCUMENTS ARE AVAILABLE FROM THE JOINT COMMITTEE ON CONTRACT DOCUMENTS, 455 COLBY DRIVE, DARTMOUTH, NS, B2V 2K4; PHONE: (902)233-9362 OR BY EMAIL AT: [NSMUNICIPALSERVICES@GMAIL.COM](mailto:NSMUNICIPALSERVICES@GMAIL.COM). Visit [www.standardspec.ca](http://www.standardspec.ca) for more information and to place an order for these specifications.

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

BIDDING AND CONTRACT REQUIREMENTS

Information to Tenderers	00 21 13
Tender Form (New)	00 41 43
Form of Agreement	00 53 43
Civil Works Contract CCDC 18-2023	
Supplementary General Conditions	00 73 00

SUPPLEMENTARY SPECIFICATIONS

General Requirements (Revised)	01 10 00
Measurement and Payment (New)	01 22 00
Environmental Protection (Revised)	01 57 00
Erosion and Sediment Control (Revised)	31 15 53
Earthwork (Revised)	31 20 00
Reinstatement (Revised)	32 98 00
Watermain (Revised)	33 11 00
Standard Details (Revised)	39 00 00

END OF SECTION

1. A complete Tender is comprised of the following:
  - a) The Tender Form in its entirety, with all pages and spaces for entry of information by Tenderers filled in as instructed.
  - b) Acknowledgment of addenda received by the Tenderer during the tendering period.
  - c) Tender Security (refer to clause 12 herein).

**2. Submission:**

All tender submissions must be uploaded electronically to [Middleton School Street Watermain Replacement](https://cbcl.bonfirehub.ca/projectDrafts/92978/details). <https://cbcl.bonfirehub.ca/projectDrafts/92978/details>  
The closing date and time are included in the Bonfire opportunity posting.

Hard copy submissions will not be accepted. All submissions and accompanying documentation will become the property of the Owner and may not be returned. Late proposals will not be accepted, nor will additional time be granted to any individual Tenderer. Any extensions to the closing date will be made only via addendum.

You must register your company with Bonfire to access opportunities. Registration is free. If you have any challenges registering, you can contact Bonfire Support at [support@gobonfire.com](mailto:support@gobonfire.com). For instructions on how to register go to [Vendor Registration](#). When you are ready to register, please go to our eProcurement portal at [CBCL \(bonfirehub.ca\)](https://cbcl.bonfirehub.ca)

For a quick tutorial on how to upload a submittal, visit: [Creating and Uploading a Submission to Bonfire](#)

3. Tender opening will occur 15 minutes following Tender Closing. A Microsoft Teams link can be requested by any bidder that wishes to attend the opening by contacting Alan Ehrenholz, P.Eng. at [aehrenholz@cbcl.ca](mailto:aehrenholz@cbcl.ca) a minimum of 3 hours before Tender Closing. Bids will be opened during a videoconference available to all bidders who request the link and virtually attend the opening.
4. Before tendering, Tenderers shall have examined the *Site* of the Work and shall have satisfied themselves as to the working conditions, including labour conditions and labour rules, the nature and kind of work to be done, any special risks associated therewith and all other matters which may be necessary in order to form a proper conception under which the work will be required to be performed. Tenderers shall not be entitled to claim at any time after closing of tenders that there was any misunderstanding in regard to all such conditions.
5. When forming their estimates and preparing their tenders, Tenderers shall take full cognizance of the content of all the Contract Documents listed in Section 00 41 43 – Tender Form – Unit Rate.

6. Any ambiguities, inconsistencies, or uncertainties in the Contract Documents which may become apparent to Tenderers when tendering shall be advised via email to the *Consultant* at [aehrenholz@cbcl.ca](mailto:aehrenholz@cbcl.ca), not less than two (2) working days before Tender Closing. Tenderers will be advised simultaneously of any decisions on such matters as necessary by means of addenda (which will be serially numbered) and all addenda issued shall be incorporated into the Contract Documents.
7. Tenderer shall fill in the Completion Time and is notified that the completion date based on this may be taken into account in considering the tenders.
8. All tenders shall be valid for acceptance for sixty (60) calendar days from the Closing Date.
9. The Agreement is included in the Contract Documents at the time of tendering and is provided for information only and shall not be completed at the time of tendering.
10. The appending of any qualifying clauses to the tender or failure to comply with these instructions and with all other relevant provisions contained in the documents in the completing of any tender may render such tender liable to disqualification as determined by the *Owner*.
11. Contract Price to exclude HST. Harmonized sales tax shall be indicated as a separate amount and included in the *Total Amount Payable*.
12. Each tender shall be accompanied by Tender Security in the amount of ten percent (10%) of the *Total Amount Payable* (inclusive of *Value Added Taxes*) in evidence of the bona fide nature of the tender. Tender Security must satisfy the same requirements of Contract Security as set forth in clause 13 herein.
13. Tender and Contract Security shall be in favour of the *Owner* and shall be in the form of a Certified Cheque, irrevocable Letter of Credit or a Bond. Tender Security shall guarantee to the *Owner* that in the event of the successful Tenderer declining to enter into a formal agreement with the *Owner* as called for in the Contract Documents, or declining or neglecting to provide the Insurance or Contract Security required by the Contract Documents, then the *Owner* will be reimbursed the additional cost of accepting another tender or Tender Security amount, whichever is the lesser.
  - .1 A scan of a hard copy bond, certified cheque, or irrevocable letter of credit is permitted provided the original is provided in the subsequent hard copy submission
  - .2 The bonds shall be issued by a company whose guarantee bonds are acceptable to the Government of Canada. Use the latest edition of CCDC Form 220 for a Bid Bond, a CCDC Form 221 for a Performance Bond, and a Form 222 for a Labour and Material Bond.
  - .3 Bonds may be submitted in an electronic or digital format provided it meets the following criteria:
    - .1 The version submitted by the Tenderer must be verifiable by the *Owner* with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
    - .2 The version submitted must be viewable, printable, and storable in standard electronic file formats acceptable to the *Owner*, and in a single file. Allowable formats include pdf.

- .3 The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
  - .4 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding subsection 13.3.1 above.
  - .5 Bonds failing the verification process will NOT be considered to be valid.
  - .6 Bonds passing the verification process will be treated as original and authentic.
14. The Tender Security of the unsuccessful Tenderers will be returned to them after the *Owner* enters into a formal agreement with the successful Tenderer or the expiration of validity of their tenders, whichever occurs first.
15. On the written acceptance by the *Owner* of a tender, that tender becomes the Contract and the Tenderer who has submitted it becomes the Contractor. The Contractor will be required to enter into a formal agreement with the *Owner* following receipt of a written notice of acceptance from the *Owner*. The written notice of acceptance forms a Contract Agreement until the formal "Agreement" included herein is executed.
16. Within seven (7) days of written acceptance of a tender, the Contractor shall provide Contract Security in the amount and form as specified in Section 00 73 00 – Supplementary General Conditions, and Insurance as specified in CCDC 18-2023, GC 11.1 and supplemented in CCDC 41-2020.
17. Complete the Tender Form and have corrections initialled by the individual signing the tender.
18. Where manufactured articles are described or specified in the Contract Documents by name, catalogue number of a manufacturer or supplier, Tenderers shall tender on the basis of using only such articles. Procedure concerning substitution of a specified article with another shall be in accordance with equivalents and alternates in Section 01 10 00 – General Requirements.
19. The *Owner* will not defray any expenses whatsoever incurred by Tenderers in the preparation and submission of their tenders. The *Owner* reserves the right to waive any formality or technicality in any tender.
20. The *Owner* reserves the right to accept or to reject any or all tenders received, or to select a tender which is deemed by the *Owner* to be in its best interests. The *Owner* reserves the right to negotiate with the lowest compliant tenderer in the event that all tendered prices are higher than anticipated.
21. Tenders, which in the opinion of the *Owner* are considered to be informal or unbalanced, may be rejected.
22. Tenders may be amended or withdrawn without penalty, by accessing [Middleton School Street Watermain Replacement](https://cbcl.bonfirehub.ca/projectDrafts/92978/details). <https://cbcl.bonfirehub.ca/projectDrafts/92978/details> prior to Tender Closing.
  - .1 The *Owner* will not be responsible for any failure attributable to the transmission or reception of the submission. The time stamp of the uploaded submission received

by [Middleton School Street Watermain Replacement](https://cbcl.bonfirehub.ca/projectDrafts/92978/details)  
<https://cbcl.bonfirehub.ca/projectDrafts/92978/details> will be used to determine if  
the submission was received in time – not the time it was emailed sent by the  
sender. Last minute submissions are not recommended

**END OF SECTION**

**1. SALUTATION:**

- .1 To: Town of Middleton  
131 Commercial Street  
B0S 1P0
- .2 For: Middleton School Street Watermain Replacement  
Contract No. 241039.00
- .3 From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. TENDERER DECLARES:**

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 To have personal knowledge of the location of the proposed Work and is informed as to the actual conditions and requirements, including labour conditions and labour rules and shall not claim at any time after execution of the Agreement that there was any misunderstanding in regard to such conditions and requirements.
- .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 multiplied by the estimated quantities in Subsection 4 hereunder.
- .3 That this Tender is valid for acceptance for sixty (60) calendar days from the time of 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 Upon request to provide evidence of ability and experience within seven (7) calendar 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 fourteen (14) calendar 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 Understands that in the event that the tendered Contract Price is not within the project budget, the Owner has the right to negotiate the Contract with the low bidder or reject all tenders received.
  - .10 Agrees that the Warranty Period defined in the Contract Documents shall be for a period of one (1) year from the date of Ready-for-Takeover.
  - .11 Understands that Substantial Performance of the Work will be established in accordance with General Conditions of the Contract and applicable lien legislation.
  - .12 Understands that after the issuance of the certificate of Substantial Performance of the Work by the Consultant, provided that the Contractor has relieved the Owner from any and all claims, demands and lien claims for and in respect of the Contract, and has completed all outstanding items and corrected all deficiencies, the Contractor shall submit an application for Final Payment and the Consultant will thereafter prepare the Final Certificate for payment in accordance with the General Conditions of the Contract and applicable lien legislation
  - .13 Understands that the payment of holdback will be in accordance with the General Conditions of the Contract and subject to the provisions of the lien legislation applicable to the Place of Work.
  - .14 Understands the occupational Health and Safety Legislation and any Workers or Workplace compensation legislation applicable to the Place of the Work and declares that they are in good standing and have all necessary certification as required by such legislation.
  - .15 Agrees that time shall be construed as being of the essence of the Contract.
  - .16 That the Contract Documents include:
    - .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2024.
    - .2 Tender Form
    - .3 Form of Agreement
    - .4 General Conditions of the Civil Work Contract
    - .5 Supplementary General Conditions
    - .6 Supplementary Specifications
    - .7 Drawings

Dwg. No. Title

C01	Existing Conditions and Removals
C02	Proposed Plan and Profile (Sheet 1 of 2)
C03	Proposed Plan and Profile (Sheet 2 of 2)
C04	Miscellaneous Details (Sheet 1 of 2)
C05	Miscellaneous Details (Sheet 2 of 2)

.8 Addenda as issued and as confirmed in subsection 2.4 of this section.

**4. SCHEDULE OF QUANTITIES AND UNIT PRICES**

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
1.	200 mm dia. PVC DR18	m	375		
2.	Valves				
	.1 200 mm dia. GV	Ea	7		
	.2 250 mm dia. GV	Ea	4		
3.	Hydrants	Ea	2		
4.	Temporary Water	LS	1		
5.	Connection to Existing Watermain at Main St. and School St.	LS	1		
6.	Connection to Existing Watermain at Marshall St.	LS	1		
7.	Re-connection of Existing 19mm Water Services	Ea	9		
8.	Re-connection of Existing 100mm Water Services	Ea	2		
			<b>SUBTOTAL\$</b>		

**TENDER SUMMARY**

**ESTIMATED CONTRACT PRICE (Excluding HST)** \$ \_\_\_\_\_

Add HST (14% of the Estimated Contract Price) \$ \_\_\_\_\_

**TOTAL AMOUNT PAYABLE** \$ \_\_\_\_\_

TENDERER'S HST REGISTRATION NO. \_\_\_\_\_

**5. COMPLETION TIME**

1. Tenderer agrees to achieve Ready-for-Takeover of the Work within \_\_\_\_\_ weeks from written notification of Award.

**6. SIGNATURE \***

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

[Seal]

\_\_\_\_\_  
Name of Firm Tendering

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

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

END OF SECTION

This Agreement made on the \_\_\_ day of \_\_\_ in the year \_\_\_.

**BY AND BETWEEN**

Town of Middleton

---

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

Middleton School Street Watermain Replacement

Contract No. 241039.00

---

located at Middleton, Nova Scotia for which the Agreement has been signed by the parties, and for which

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

and

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

- .3 commence the Work by the \_\_\_ day of \_\_\_\_\_ in the year 202\_\_ and attain Ready-for-Takeover of the work as certified by the Engineer by the \_\_\_ day of \_\_\_\_\_ in the year 202\_\_.

**ARTICLE A2 – AGREEMENTS AND AMENDMENTS**

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

**ARTICLE A3 - CONTRACT DOCUMENTS**

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

- .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2024.
- .2 Tender Form
- .3 Form of Agreement
- .4 General Conditions of the Civil Work Contract
- .5 Supplementary General Conditions
- .6 Supplementary Specifications
- .7 Drawings

<u>Dwg. No.</u>	<u>Title</u>
C01	Existing Conditions and Removals
C02	Proposed Plan and Profile (Sheet 1 of 2)
C03	Proposed Plan and Profile (Sheet 2 of 2)
C04	Miscellaneous Details (Sheet 1 of 2)
C05	Miscellaneous Details (Sheet 2 of 2)

- .8 Addenda \_\_\_\_\_ through \_\_\_\_\_.

**ARTICLE A4 - CONTRACT PRICE**

- .1 The estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Price in the Tender Form excluding the amount of HST. The estimated Contract Price is:

\_\_\_\_\_  
\_\_\_\_\_/100 dollars \$ \_\_\_\_\_

- .2 All amounts are in Canadian funds. Unit Prices exclude HST and Total Amount Payable includes HST.
- .3 These amounts shall be subject to adjustments as provided in the Contract Documents.
- .4 The final Contract Price will be the sum of the products of the actual final quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, multiplied by the appropriate Unit Prices from the Tender Form together with any adjustments that are made in accordance with the provisions of the Contract Documents plus the amount of HST.

**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 subsection A5.3.2 and A5.3.3 of this section.
  - .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 subsection A5.3.4 of this section.
  - .6 To the amount calculated above, the Harmonized Tax will be added.
- .4 The last day of the payment period shall be the last day of the month.
  - .5 Upon Substantial Performance of the Work as certified by the Engineer the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC5.6 –SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK.
  - .6 Upon the issuance of the final certificate for payment, Work as certified by the Engineer the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45 - General Conditions, subsection GC5.7 – FINAL PAYMENT.
  - .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC11.1 - INSURANCE.
  - .8 If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:
    - .1 The annual interest rate applicable to the contract is 2% compounded semi-annually.
    - .2 Interest shall be calculated on the overdue balance from the due date.

**ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

- .1 Notices in writing shall be addressed to the recipient at the address set out below.
- .2 The delivery of a notice in writing shall be by hand, courier, prepaid first class mail, facsimile or e-mail.
- .3 A notice in writing delivered by one party in accordance with this Contract shall be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five (5) Working Days after the date on which it was mailed.
- .4 A notice in writing sent by facsimile or e-mail shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day following the transmission thereof.
- .5 An address for a party may be changed by notice in writing setting out the new address delivered to the other party in accordance with this Article.

.1 The Owner at \_\_\_\_\_ 131 Commercial Street \_\_\_\_\_

\_\_\_\_\_ B0S 1P0 \_\_\_\_\_

.2 The Contractor at \_\_\_\_\_

\_\_\_\_\_

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

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

#### **ARTICLE 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 A-10 TIME OF THE ESSENCE**

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

#### **ARTICLE A11 - SEVERABILITY**

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

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

SIGNED AND DELIVERED

In the presence of:

OWNER

Town of Middleton

*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 OF SECTION

These Supplementary Conditions amend the Stipulated Price Contract – CCDC 18 – 2023. Where a portion of the Contract is modified or deleted by these Supplementary General Conditions, the unaltered portions of the Contract shall remain in effect.

### **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**Page 4, delete the first bullet point within Article 4.1 and replace with the following:**

\*Unit Prices from the basis for payment of the *Contract Price*. Quantities in the Schedule of Unit Prices within Section 00 41 43 – Tender Form are estimated. The estimated *Contract Price*, which is the total extended amount indicated in the Schedule of Unit Prices within Section 00 41 43 – Tender Form, exclusive of taxes is:

**Page 4, after Article A-8 insert the following new Articles A-9 and A-10:**

#### **“ARTICLE A-9 SEVERABILITY**

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

#### **ARTICLE A-10 TIME OF THE ESSENCE**

10.1 Time shall be deemed to be of the essence of the *Contract*.

### **DEFINITIONS**

**Page 6, Add the following new Definitions:**

#### **Approved or Approval**

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

#### **Period of Delay**

The period of time from *Ready-for-Takeover* date specified in Article A-1, subclause 1.3, and the actual *Ready-for-Takeover* date; if any.

#### **Site**

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

#### **Total Amount Payable**

*Total Amount Payable* means the sum of the *Contract Price* as stipulated in Article A-4, subclause 4.3 subject to adjustments made in accordance with the provisions of the *Contract Documents* plus the amount of *Value Added Taxes*.

**Page 7, add new definitions as follows:**

### **Standard Specification**

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

### **Supplementary Specifications**

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

## **GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT**

### **PART 2 – ADMINISTRATION OF THE CONTRACT**

#### **GC 2.3 REVIEW AND INSPECTION OF THE WORK**

**Page 10, delete clause 2.3.3 and replace with the following:**

- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* one (1) electronic file, in pdf file format, of certificates and inspection reports related to the *Work*. The *Contractor* will be required to provide hard copies, in the quantity requested, only upon request of the *Consultant* or *Owner*.

**Page 10, within clause 2.3.5, add the following sentence at the end of the clause:**

“If the *Consultant’s* determination is not accepted by either party, then the matter shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.”

### **PART 3 – EXECUTION OF THE WORK**

#### **GC 3.4 CONSTRUCTION SCHEDULE**

**Page 12, in Clause 3.4.1.1, delete “prior to the first application for payment” and replace with “not later than two (2) weeks after receipt of the notice of award”.**

**Page 12, add new clause 3.4.2 as follows:**

- “3.4.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to clause 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If

the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.”

### **GC 3.5 SUPERVISION**

**Page 12, add new clause 3.5.3 as follows:**

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

### **GC 3.6 – LAYOUT OF THE WORK**

**Page 12, delete clause 3.6.1 in its entirety and replace with the following:**

“3.6.1 The *Contractor* shall have all reference points established on site by a licensed surveyor, at the *Place of the Work*, at no additional cost to the *Owner*.”

### **GC 3.8 LABOUR AND PRODUCTS**

**Page 13, delete clause 3.8.2 and replace with the following:**

“3.8.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*. Water, heat, light, and power will be provided by the party identified in Division 01 of these *Specifications*.”

### **GC 3.9 SHOP DRAWINGS**

**Page 13, delete Clause 3.9.2 and replace with the following:**

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

## **PART 4 - ALLOWANCES**

### **GC 4.1 CASH ALLOWANCES**

**Page 14, delete Clause 4.1.7 and replace with the following:**

“4.1.7 The *Contractor* shall prepare a schedule, acceptable to the *Consultant*, that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.”

**Page 14, add the following new Clause:**

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the Work, to be paid for from cash allowances.”

**PART 5 - PAYMENT**

**GC 5.5 – PAYMENT**

**Page 15, delete clause 5.5.1.2 in its entirety and replace with the following:**

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

**Page 15, after clause 5.5.1,2 add the following new clauses:**

“5.5.1.3 The *Contractor* shall agree interim quantities with the *Consultant* for the purposes of progress payment claims, prior to submission of progress payment application.

“5.5.1.4 The *Contractor* shall pay promptly any and all accounts for labour, services and materials used for the purpose of the fulfilment of this Contract as and when such accounts become due and payable and shall furnish the *Consultant* with proof of payment of such accounts in such form and as often as the *Consultant* may request.”

**GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK**

**Page 15, after Clause 5.6.1.2, add the following:**

“5.6.1.3 Submit a certificate by lien search to the *Owner* by a solicitor licensed to practice law in the Province of the Nova Scotia, certifying that no lien associated with the Work exists against the *Owner's* property or *Work*;

5.6.1.4 Submit a clearance letter from the Workers' Compensation Board or provincially equivalent regulatory body; and

5.6.1.5 All such documents shall be dated not earlier than the expiry of the lien period as stipulated by the lien legislation in the Province of Nova Scotia.”

“5.6.1.6 The *Consultant* will provide an electronic copy of the Certificate of *Substantial Performance* and instruct the *Contractor* to post the certificate at the Site and to website indicated by the lien legislation of the place of *Work*. “

**Page 15, delete Clause 5.6.3 and replace with the following:**

5.6.3 Subject to the requirements of the Payment Legislation of the *Place of the Work*, all holdback prescribed by the applicable lien legislation for completed *Work* shall become due and payable

to the *Contractor* no later than ten (10) Working Days following the expiration of the sixty (60) holdback period. If, within sixty (60) calendar days after the issue of the certificate of *Substantial Performance of Work*, the *Contractor* has not corrected all the documented deficiencies, the *Owner* shall retain sufficient monies, as determined by the *Consultant*, to cover the cost of completing said deficiencies. These monies shall be held in addition to holdback monies retained in accordance with the provisions of the Contract and subject to the terms of the lien legislation in the Province of Nova Scotia.”

## GC 5.7 FINAL PAYMENT

Page 16, Clause 5.7.4, in line 2, change “5 calendar days” to “20 calendar days”.

## PART 6 – CHANGES IN THE WORK

Page 16, add new clause 6.1.1.3 as follows:

6.1.1.3 Changes that do not affect the Contract Price and time by Supplemental Instruction.

Page 16, within clause 6.2.2.1 after “the Work” add “to the limits set forth in GC 6.7 – Quantity Variations”.

## GC 6.2 CHANGE ORDER

Page 16, after Clause 6.2.3, add the following:

- 6.2.4 The mark-up on agreed upon changes are as follows:
- .1 *Work* performed by the *Contractor*’s own forces will be the cost of the *Work* plus ten (10%) percent that is attributable to overhead and profit.
  - .2 *Work* performed by the subcontractor’s force will be the cost of *Work* plus 15% that is attributable to overhead and profit. Where the *Work* can be done by the *Contractor*’s forces, as solely determined by the *Consultant*, but is done by the Subcontractor’s forces, the mark-up for overhead and profit will be limited to ten (10%) percent.
- 6.2.5 Before the approval of any *Change Order* over \$1,000 in value the *Consultant* is entitled to receive, upon request, at a minimum, the following breakdown of cost associated with such *Change Order*:
- .1 Labour rates, excluding operators.
  - .2 Equipment rates including operators.
  - .3 Supervisory staff rates.
  - .4 Subcontractor and material or equipment invoices where applicable.
  - .5 Overhead costs including worker’s compensation, site trailer cost as applicable, insurance, bonding, small tool expenses, CPP, and EI contributions.
- 6.2.6 No compensation for extra *Work* or material shall be allowed unless the *Consultant* issues a Notice in Writing authorizing such *Work* or material to be ordered in the form of a *Change Order*, *Change Directive* or *Supplemental Instruction*.
- 6.2.7 No compensation will be allowed for the cost of repairs to equipment or in respect of construction equipment of any kind idle on the Site except as directed by the *Consultant* in

writing or for damage to anything used in performing any such extra *Work* or making any such alteration.

- 6.2.8 The price applicable to any Work deleted from the Contract, shall be deducted from the *Contract Price* and shall be mutually agreed upon by the Contractor and the *Consultant*. The price shall be comparable to prices quoted on Work of similar nature.

### **GC 6.3 – CHANGE DIRECTIVE**

**Page 18, in clause 6.3.12, add the following sentence at the end of the paragraph:**

“If such determination by the *Consultant* is not accepted by either party, then the decision shall be made in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.”

### **GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS**

**Page 18, add a new clause 6.4.5 and 6.4.6 as follows:**

- “6.4.5 If the *Contractor* was given access to the Place of Work and/or professional reports relating thereto (including, without limitation, environmental, geotechnical, and structural reports) prior to the submission of the bid on which the Contract was awarded, then the *Contractor* confirms that they have investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required. In those circumstances, notwithstanding the provisions of clause 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the *Contractor* by such investigation, or which could have been reasonably inferred from the material provided with the Contract Documents. In those circumstances, should a claim arise, the Contractor will have the burden of establishing that it could not have discovered the materially different conditions from an investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.
- 6.4.6 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS, and GC 9.5 – MOULD.”

### **GC 6.5 DELAYS**

**Page 18, clause 6.5.2, delete last sentence of paragraph and replace with the following sentence:**

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

**Page 19, after Clause 6.5.5, add the following new Clauses:**

- “6.5.6 Should the *Contractor* fail to attain *Ready-for-Takeover* for the *Work* by the date indicated in Article A-1, Clause 1.3 in the AGREEMENT BETWEEN OWNER AND CONTRACTOR, the period of time from this agreed date to the actual date when the *Consultant* confirms the *Work* is *Ready-for-Takeover*, shall be termed the *Period of Delay*.

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

## **GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

**Page 18, add the following new Clause as 6.6.6 and renumber the subsequent clause:**

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

## **PART 9 - PROTECTION OF PERSONS AND PROPERTY**

### **GC 9.4 – CONSTRUCTION SAFETY**

**Page 24, after GC 9.4.5, add the following:**

- “9.4.6 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, *Consultant*, successors, appointees and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the applicable occupational health and safety legislation in the *Place of the Work*, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this clause shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect, or special damages.”

## **PART 10 - GOVERNING REGULATIONS**

### **GC 10.1 TAXES AND DUTIES**

**Page 25, delete clause 10.1 in its entirety and replace with the following:**

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

- “10.1.3 Indicate on each application for payment as a separate amount, the appropriate *Value Added Tax* the *Owner* is legally obliged to pay. This amount will be paid to the *Contractor* in addition to the amount certified for payment under the *Contract*.”

### **GC 10.2 – LAWS, NOTICES, PERMITS AND FEES**

**Page 25, add the following to clause 10.2.3 after the first sentence:**

“Various jurisdictions have requirements for posting non-refundable fees before excavations are carried out within public rights-of-way. The *Contractor* is responsible for the determination of the requirement for each specific project and for any required deposits. The *Contractor* shall obtain all permits, such as those from the Department of Highways; licenses; letters of approval and certificates and pay the fees required for the performance of the *Work* which are in force at the date of tender closing, but this shall not include the obtaining of permanent easements or rights-of-way.”

**PART 12 – OWNER TAKEOVER**

**GC 12.3 WARRANTY**

**Page 26, add new clause 12.3.5 as follows and renumber subsequent clauses:**

“12.3.5 All *Work* of repair or replacement carried out during the Warranty Period shall be maintained for a period of one (1) year from the date of the *Consultant’s* acceptance of the *Work* of repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the *Owner*.”

**PART 13 – INDEMNIFICATION AND WAIVER**

**GC 13.1 INDEMNIFICATION**

**Page 26, Clause 13.1.1, in line 2, after “hold harmless the other” replace with “hold harmless the other and the *Consultant*.”**

**Add new GC 14 as follows:**

**PART 14 – CONTRACT SECURITY**

**GC 14.1 CONTRACT SECURITY**

**Page 28, add new clauses 14.1 and 14.2 as follows:**

“14.1 The *Contractor* shall, prior to commencement of the *Work*, provide to the *Owner* a Performance Bond and a Labour and Materials Bond, each in the amount of 50% of the Total Amount Payable or

an Irrevocable Letter of Credit in the amount of 20% of the Total Amount Payable. The Irrevocable Letter of Credit shall be issued by a certified financial institution for a period of no less than twelve (12) months after the issue of Substantial Performance Certificate. Include the cost of providing the Irrevocable Letter of Credit in Contract Price. Should it become apparent that the final cost of the project will exceed the Total Amount Payable by more than 10%, the Contractor shall arrange to have his bonds or Irrevocable Letter of Credit reissued, based on the projected final cost.”

14.2 The Contract Security will be retained until the expiration of the Warranty Period.”

**END OF SECTION**

**INTENT OF THE SUPPLEMENTARY SPECIFICATIONS**

- .1 The Work of this Contract is to be constructed in accordance with the Standard Specifications for Municipal Services (2024 Revision) as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein.
- .2 These Supplementary Specifications modify the specification sections to which they refer.
- .3 The Supplementary Specifications take precedence over the Specification to which they refer.

**SECTION 00 21 00 – INFORMATION TO TENDERERS**

Delete in its entirety and replace with new section 00 21 13 included in this document.

**SECTION 00 41 43 – TENDER FORM**

Delete in its entirety and replace with new section included in this document.

**SECTION 00 53 43 – FORM OF AGREEMENT**

Delete in its entirety and replace with new section included in this document.

**SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS**

Delete in its entirety and replace with new section included in this document

**SECTION 01 10 00 - GENERAL REQUIREMENTS**

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

- 1.2 Summary of Work .1 The project is located in the Town of Middleton on School Street. The Work includes but is not necessarily limited to the following: removal or abandonment of existing watermain pipe to accommodate new watermain piping as required; supply and installation of a new watermain piping complete with hydrants, valves, bends, tees, caps, thrust blocks, services, and all fittings and appurtenances; environmental protection, site reinstatement to preconstruction condition, as well as all work as shown on the Project Drawings and as specified herein. The Work also includes the provision, maintenance, and subsequent removal of a temporary water system or system(s) as required to maintain water service to all affected residents and businesses.

**Page 1, add new subsection 1.3.6 as follows:**

- .6 Provide notice to residents a minimum of one (1) week prior to the provision of temporary water. Notice to include duration of temporary system, assurance of being potable, and Contractor contact information should any problems arise. See Section 33 11 00 for additional requirements for temporary water.

**Page 1, add new subsection 1.5.3 and 1.5.4 as follows:**

- 1.5 Existing Site Conditions
- .3 Do not remove nor disturb survey monuments, iron bars, and markers representing property boundaries and locations which may be encountered during the execution of the work, without written permission from the Engineer. Replace disturbed monuments unless written permission for removal has been obtained.
  - .4 Contractor to indemnify and hold 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 structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

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

- .1 Shop Drawings:
  - .1 Submit shop detail or working drawings and manufacturer's data for all items requiring fabrication, on or off the Site, and for all proprietary equipment to the Engineer for review before any such items or equipment are incorporated into the Works. This review of Shop Drawings by Engineer is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that Engineer approves the detailed design inherent in the Shop Drawings, responsibility for which remains with the Contractor submitting them, and such review shall not relieve the Contractor of responsibility for errors or omissions in Shop Drawings or of responsibility for meeting all requirements of the Construction and Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation, and for co-ordination of the work of all sub-trades.
  - .2 Submit electronic copies of all relevant shop drawings to the Engineer in PDF format. Where it is not practical to provide electronic copies and where approved by the Engineer, submit three (3) paper copies of shop drawings.
  - .3 Submit shop drawings with such promptness as not to cause delay in this work, or of the works of any Sub-Contractors.
  - .4 The information submitted shall clearly show the dimensions, materials or construction, performance, finish, service and installation requirements and other characteristics in sufficient detail to permit the Engineer to evaluate the suitability of the articles for the use intended.
  - .5 Make corrections required by the Engineer as noted and resubmit corrected copies to the Engineer for review before fabrication.
  - .6 The Engineer will mark comments on one (1) copy of each drawing or document submitted and will return this as an electronic copy for the Contractor's purposes.
  - .7 The Engineer will not review shop drawings and other material involving a large amount of work in those instances where it is evident that the Contractor has not used all the information

- contained in, or where such details are obviously not consistent with the Contract Documents.
- .8 Provide the section number of the specification with each submitted shop drawing for the purpose of identification.

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

- 1.8 Record Drawings .1 Provide a survey showing all infrastructure that is installed during construction (including, but not limited to: shots on each bell, laterals at main line and property line, pipe inverts within manholes and top of manholes). Record drawings must be submitted in AutoCAD “.dwg” or “.dxf” format. Drawings must have a projected coordinate system of NAD 1983 CSRS UTM Zone 20N, North American Datum. Failure to comply with this clause will result in a holdback of \$7,500 + HST.

**SECTION 01 22 00 – MEASUREMENT AND PAYMENT**

Delete in its entirety and replace with new Section 01 22 00 – Measurement and Payment, attached.

**SECTION 01 57 00 - ENVIRONMENTAL PROTECTION**

Page 1, add new subsections 1.1 and 1.2 as follows, and renumber subsequent subsections:

- 1.1 Work Included .1 This section specifies requirements for providing temporary erosion and sedimentation control measures.
- 1.2 Related Work .1 Earthwork: Section 31 20 00

Page 1, delete subsection 1.3.1 and replace with the following:

- 1.3 Disposal of Wastes .1 Dispose of rubbish and waste materials at authorized off-site location as directed by the Engineer.

Page 2, add new subsection 1.8.4 as follows:

- .4 When required, submit erosion and sediment control plans for approval by Nova Scotia Environment and Owner prior to start of construction and present them for review at the project pre-construction meeting.

**SECTION 31 15 53 – EROSION AND SEDIMENT CONTROL**

Page 1, add new subsection 2.1.2 as follows:

- .2 Acceptable Products: Terrafence by Terrafix, Layfield Construction Products Silt Fence, Silt Fence by Nillex, or approved equivalent.

**SECTION 31 20 00 - EARTHWORK**

**Page 2, add new subsection 1.6 as follows:**

- 1.6 Existing Structures and Underground Services
- .1 Furnish temporary support, adequate protection and maintenance of all underground and surface structures, water mains, drains, sewers, power lines and other existing site items affected by the Works. Notify Engineer before altering or supporting an existing structure.
  - .2 Restore, upon completion of the work structures which have been disturbed.
  - .3 Proceed with caution in excavation and preparation of trenches so exact location of all buried pipes and services and underground structures may be determined and be responsible for repair of pipes, services, and structures when broken or otherwise damaged.
  - .4 During progress of the Works, do not unreasonably interfere with flow of sewage or water in any existing sewer or drain. Do not jeopardize the public health in any way. Wherever sanitary sewage is pumped or diverted, it shall be carried entirely in closed pipes. Temporary diversion of sanitary sewage through open channel will not be permitted.
  - .5 Whenever it is necessary to explore and excavate to determine the location of existing underground utility structures, make such examination and excavation at no additional cost to the Contract.

**Page 2, delete subsection 2.1.1 and replace with the following:**

- .1 Selected Backfill: common which is free from stumps, trees, roots, sod, organics; rocks, boulders, and masonry larger than 200 mm in any dimension, any other deleterious materials. Material is to be of a moisture content that will allow compaction to the specified densities.

**Page 4, delete subsection 2.1.9, and replace with the following:**

- .9 Granular bedding material: Type 1 gravel as per Section 31 20 00 unless indicated otherwise on the Project Drawings or 25mm clearstone as directed by the Engineer.

**Page 4, add new subsections 2.1.11 and 2.1.12 as follows:**

- .11 Geotextile separator: non-woven, needle-punched, polyester filter fabric. Permittivity shall be in the range of 1.4-1.75 sec<sup>-1</sup> with a flow rate in the range of 75-88L/sec/m<sup>2</sup>. Material shall have a minimum grab strength of 670N, puncture strength of 350N and an apparent opening size between 0.15 and 0.21 mm.
  - .1 Acceptable products: Trevira 1120, Terrafix 360R, Armtec 200 or approved equivalent.
- .12 Rigid Insulation: to CAN/ULC-S701, Type 4, expanded polystyrene, minimum compressive strength of 40 psi.

- .1 Acceptable products: Dow Styrofoam HI40, Foamular 400 by Owens Corning, or approved equivalent.

**Page 5, delete subsection 3.4 and replace with the following:**

- 3.4 Blasting .1 No blasting will be permitted. Rock, if encountered must be removed by mechanical means.

**Page 6, delete subsection 3.7.7.3 and replace as follows:**

- .3 Pipe bedding material to 98% standard Proctor density.

**Page 8, add new subsections 3.11.4 to 3.11.8 as follows:**

- .4 Proof roll subgrade in presence of Geotechnical Engineer to determine if the surge rock is required under the sub-base gravels. Over excavate any soft spots and backfill with compacted approved granular fill. Place granular sub-base after subgrade is inspected and approved by Engineer.
- .5 The Owner will be responsible for engaging the services of a qualified geotechnical engineer, registered in Nova Scotia to carry out compaction inspection and testing.
- .6 Tests will be conducted every 50 feet left, right and centre on the subgrade base and sub-base material.
- .7 They will provide both the Contractor and the Engineer one (1) copy of Test Reports each.
- .8 Contractor will be responsible to coordinate testing with the Geotechnical Engineer.

**Page 8; add new subsections 3.12, 3.13, and 3.14 as follows:**

- 3.12 Disposal of Surplus Excavated Material .1 Dispose of surplus excavated material as directed by Engineer to sites approved by the Owner.
- 3.13 Restoration .1 Reinstate disturbed areas to condition, elevation and thickness equal to or better than that which existed before excavation, as specified in Section 32 98 00
- 3.14 Insulation .1 Place rigid insulation in trench where indicated or as required in areas where pipe cover is less than 1500mm. Do not disturb or break boards during backfilling.

**SECTION 32 98 00 - REINSTATEMENT**

**Page 2, delete subsection 3.1.1 and replace with the following:**

- 3.1 General .1 Reinstate all disturbed surfaces using existing material types to the levels, elevations and dimensions which existed prior to construction and as detailed on the Drawings.

**SECTION 33 11 00 - WATERMAIN**

**Page 3, add new subsection 1.8 as follows:**

- 1.8 Temporary Water .1 Prior to commencing the Work submit a temporary water plan for review by the Engineer. The plan must clearly show how water service will be maintained to all residents and businesses until the new water system is ready for operation. It must also indicate chlorination and de-chlorination procedures, backflow prevention measures, and tie in point details to the existing system. Work will not be permitted to commence until the Engineer has provided their approval of this plan.

**Page 3, delete subsection 2.1.1 and replace with the following:**

- 2.1 General .1 Watermain to be PVC DR18.

**Page 4, add new subsection 2.7.8 as follows:**

- .8 Canada Valve Century fire hydrant or approval equal. Drain plug to be plugged.

**SECTION 39 00 00 – STANDARD DETAILS**

**Delete standard details and replace with new details on Drawings.**

**END OF SECTION**

PART 1 - GENERAL

1. Unit prices for all items in the Schedule of Quantities and 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.
2. For all items include all of the following as required where individual quantities are not provided in the Tender Form: traffic control, location of inground services by external utilities and coordination of work by external utilities (Water, Electrical, Gas, etc.), environmental protection, erosion control devices, protection of existing trees, clearing, grubbing, trench and mass excavation, shoring, dewatering, backfilling, bedding, compaction, disposal of surplus materials, protective coatings, marker tape, connection to existing system, reinstatement of all disturbed surfaces with matching materials and thicknesses, painting of traffic lines, testing, pipe cleaning, pipe sleeves, disinfection, marker stakes, recording as-constructed features, video inspection, and all incidentals.
3. The unit and lump sum prices for all items in the Form of Tender "Schedule of Quantities and Unit Prices" shall include the cost for furnishing all materials, labour, tools, and equipment necessary to complete the work in accordance with the Contract, the Drawings and Specification, and shall cover all costs of surety, permits, assistance to the Consultant and site offices and other general costs. Each item shall include for all necessary supervision, labour, materials, plant and services, security provisions, survey and all operations and allowances customary and necessary to complete each item and the Contract as a whole notwithstanding the fact that not every such necessary operation is mentioned or included specifically for measurement.
4. All measurement shall be along a horizontal plane unless otherwise indicated.
5. The numbers of items described below correspond to the numbers of the items in Section 00 41 43, subsection 4, Schedule of Quantities and Unit Prices.
6. Provisional items shall mean that the unit price as tendered shall be included in the estimated Contract Price and that the Owner reserves the right to delete all or portions of this item from the estimated Contract Price.

PART 2 – ITEMS

.1 200 mm dia. PVC DR18 Pipe

Unit of Measurement: metre (m)

Method of Measurement: along centerline of pipe through fittings.

This item includes: removal or abandonment of any water piping that inhibits the Work; supply and installation of pipe complete with all fittings; stub piping complete with caps and couplings.

.2 Valves

Unit of Measurement: Each (Ea)

This item includes: supply and install of valves complete with valve box and appurtenances.

.3 Hydrants

Unit of Measurement: Each (Ea)

This item includes: supply and installation of hydrants complete with lead, gate valve and valve box.

.4 Temporary Water

Unit of Measurement: Lump Sum (LS)

This item includes: notification of the provision of temporary water to affected residents; creation and submission of temporary water plan to the Engineer; supply, installation, maintenance, and subsequent removal of temporary water system.

.5 Connection to Existing Watermain at Main St. and School

Unit of Measurement: Lump Sum (LS)

This item includes locating the existing watermain; supply and installation of pipe, fittings, and incidentals for complete for a complete connection.

.6 Connection to Existing Watermain at Marshall St.

Unit of Measurement: Lump Sum (LS)

This item includes locating the existing watermain; supply and installation of pipe, fittings, and incidentals for complete for a complete connection.

.7 Re-connection of Existing 19mm Water Services

Unit of Measurement: Each (Ea)

This item includes: disconnection of existing 19mm water service (size to be confirmed in the field), reconnection of water services to new water main complete with new corporation stop, piping, and couplings as required.

.8 Re-connection of Existing 100mm Diameter Water Services

Unit of Measurement: Each (Ea)

This item includes: disconnection of existing water 100mm diameter service (size to be confirmed in the field), reconnection of the water service to new water main complete with new tee, thrust block, piping, and couplings as required.

**END OF SECTION**

Project No. 241039.00

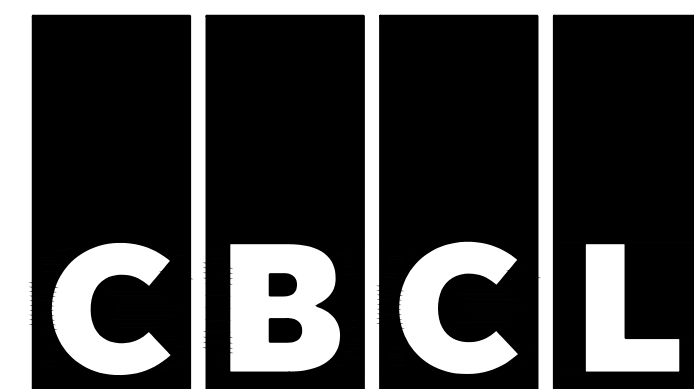
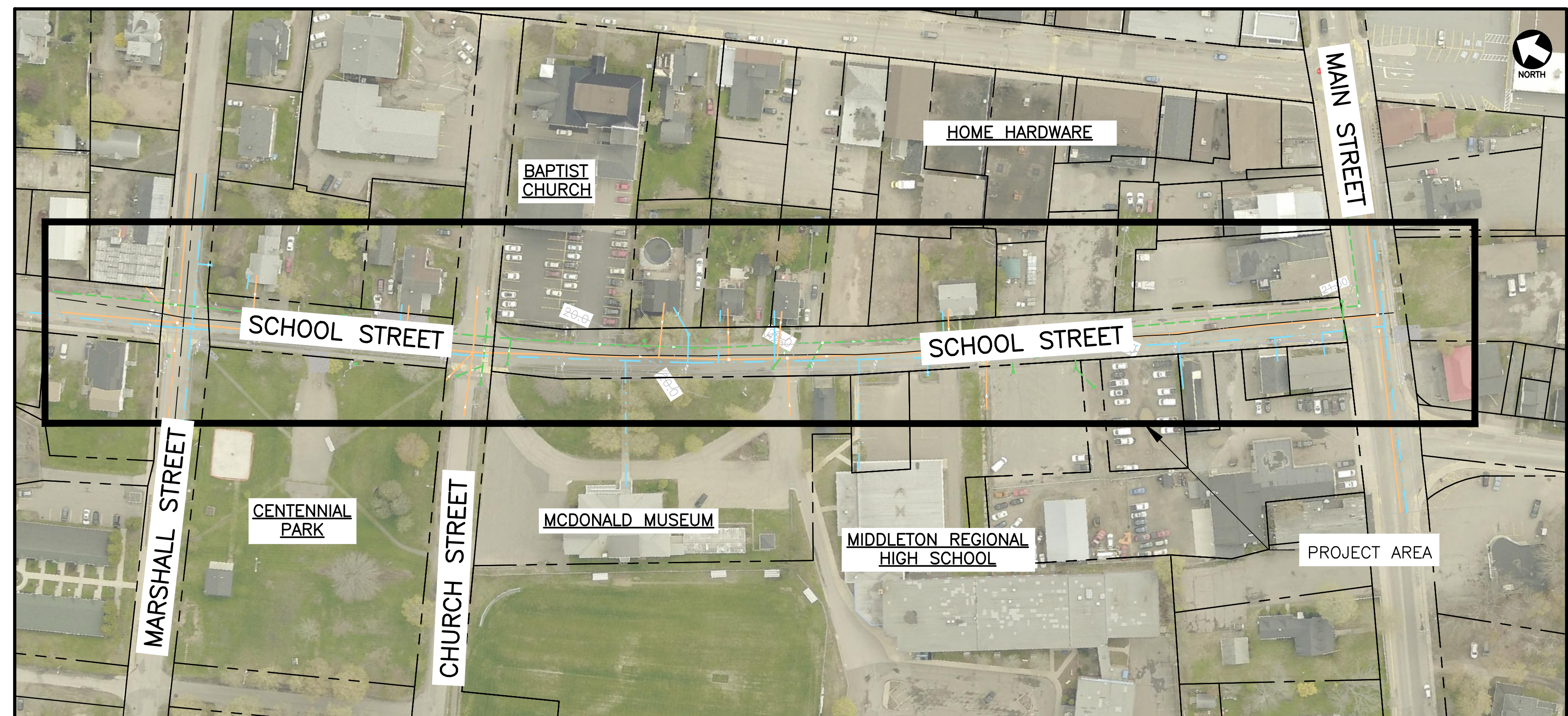
# TOWN OF MIDDLETON



Sheet Number	Sheet Title
C00	COVER SHEET
C01	EXISTING CONDITIONS AND REMOVALS
C02	PROPOSED PLAN AND PROFILE (SHEET 1 OF 2)
C03	PROPOSED PLAN AND PROFILE (SHEET 2 OF 2)
C04	MISCELLANEOUS DETAILS (SHEET 1 OF 2)
C05	MISCELLANEOUS DETAILS (SHEET 2 OF 2)

## MIDDLETON SCHOOL STREET WATERMAIN REPLACEMENT

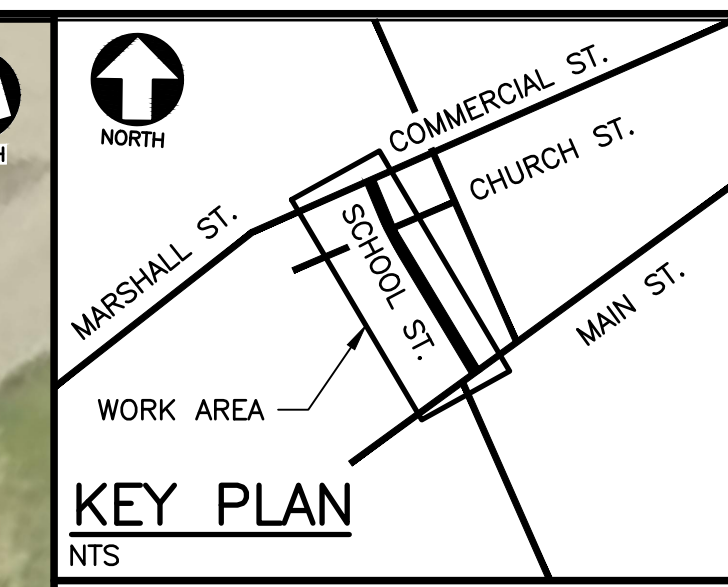
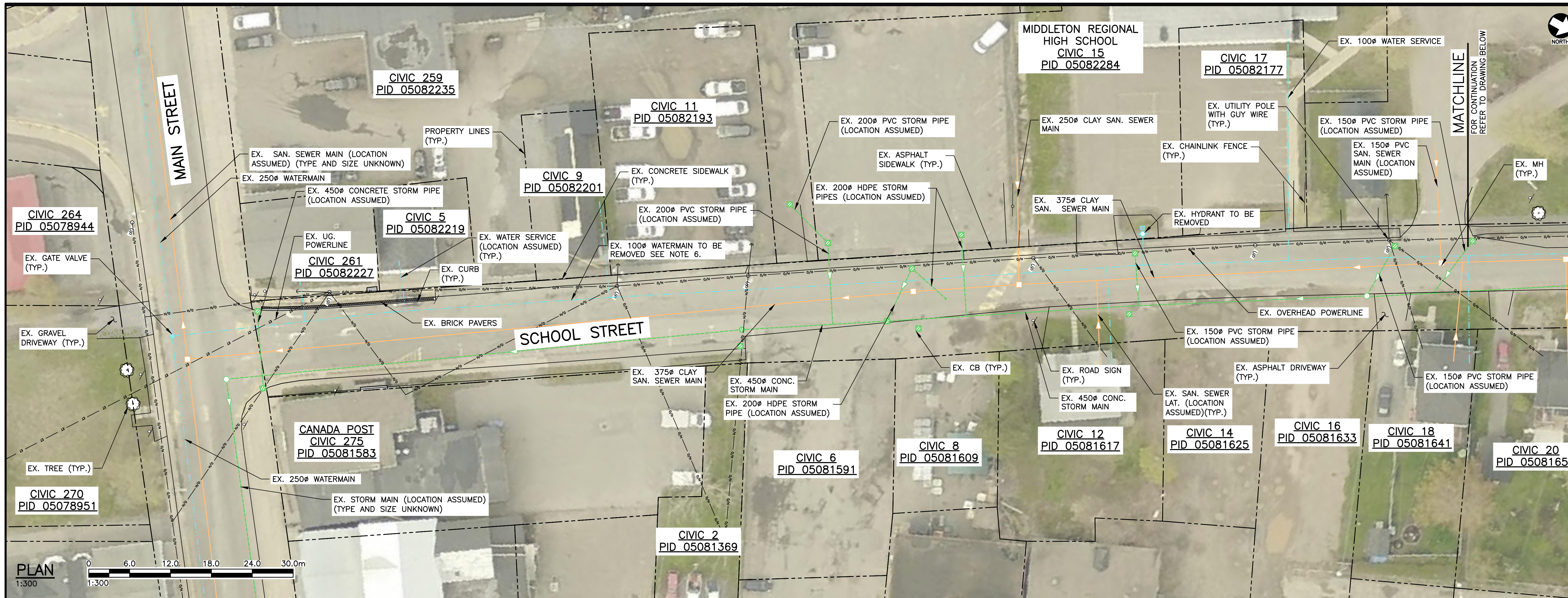
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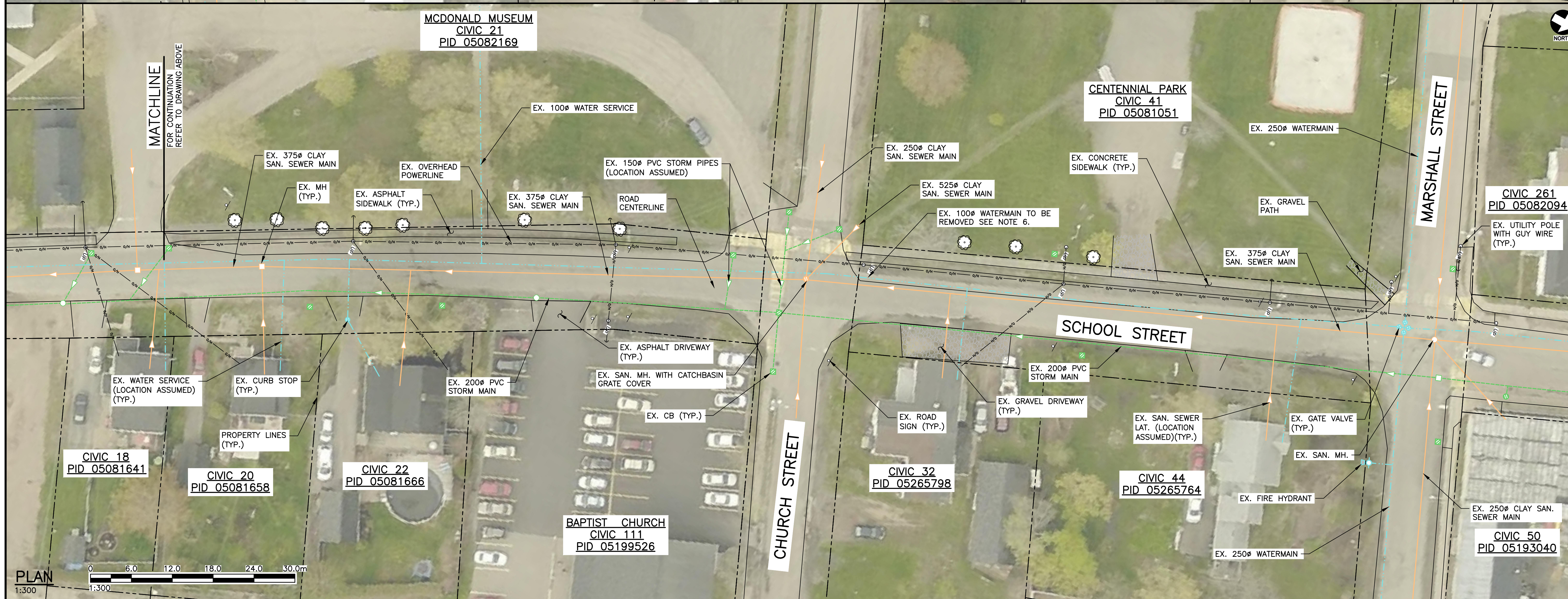
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**LEGEND**

- PROPERTY LINE (EX.)
- SANITARY SEWER (EX.)
- STORM SEWER (EX.)
- WATERMAIN (EX.)
- STORM CATCHBASIN (RND.) (EX.)
- SANITARY MH (EX.)
- STORM MH (EX.)
- STORM CATCHBASIN (SQ.) (EX.)
- GATE VALVE (EX.)
- FIRE HYDRANT (EX.)
- TREE (HARDWOOD) (EX.)
- CHAINLINK FENCE (EX.)
- ROAD SIGN (SM.) (EX.)
- UTILITY POLE W GUY WIRE (EX.)
- U/G POWER (EX.)
- O/H POWER (EX.)
- UTILITY POLE (EX.)

**NOTES**  
 1. REFER TO DRAWING C02 FOR GENERAL NOTES.



**NOT FOR CONSTRUCTION**

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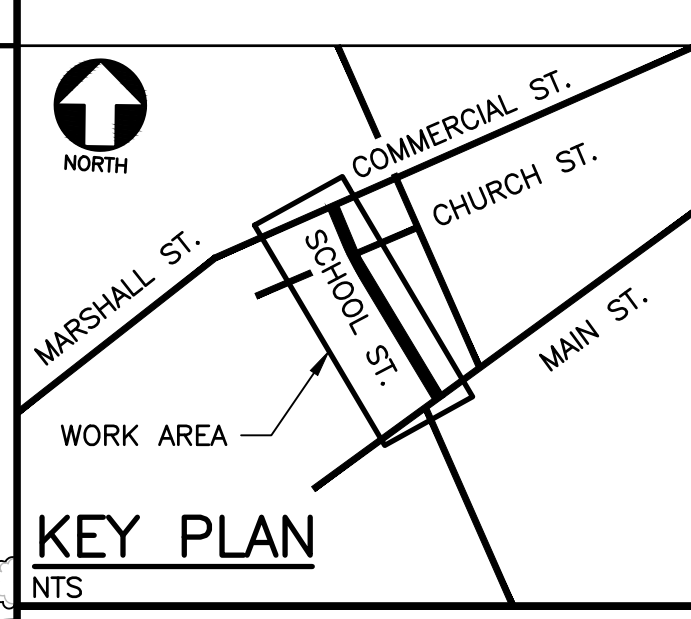
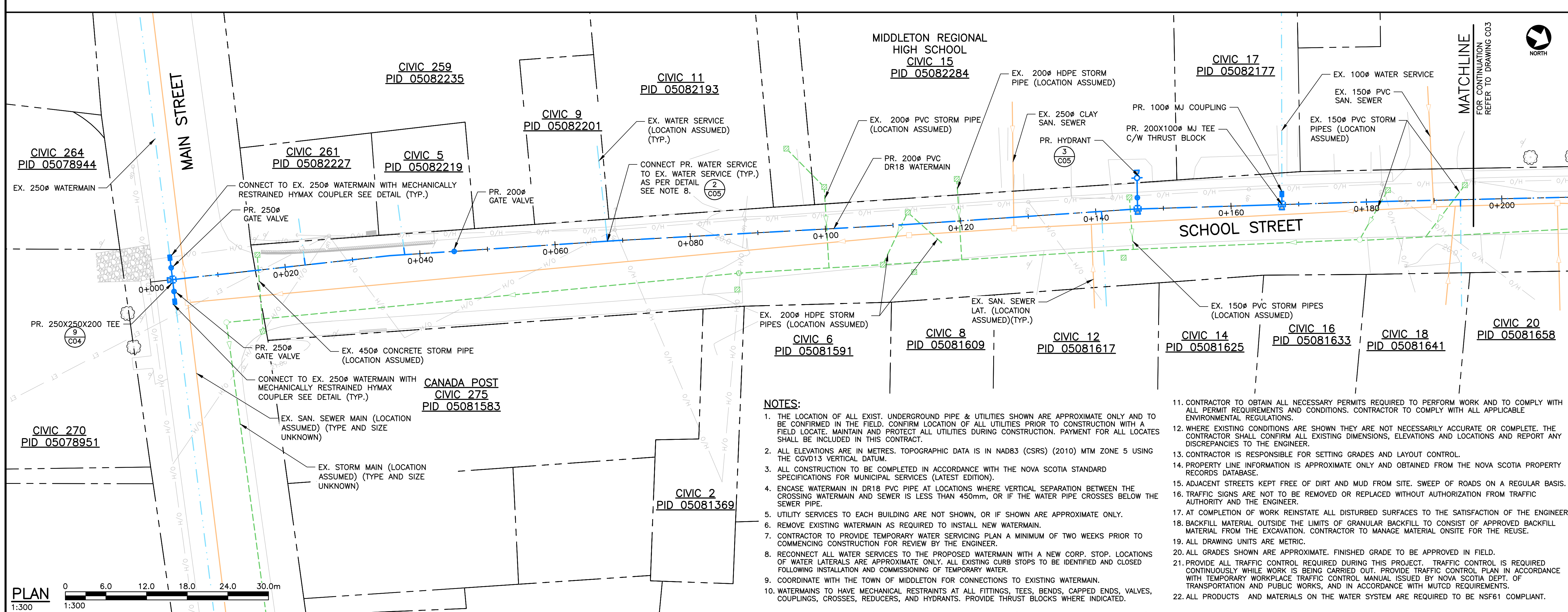


**TOWN OF MIDDLETON**  
 MIDDLETON SCHOOL STREET  
 WATERMAIN REPLACEMENT

CIVIL  
 EXISTING CONDITIONS AND  
 REMOVALS

**CBCL**

CBCL No. 241039.00	Contract No.	Date JAN 2025	Scale AS NOTED
Designed RWM	Drawn RWM/AK	Checked PY	Approved AE
Sheet No. 1 of 5		<b>C01</b>	



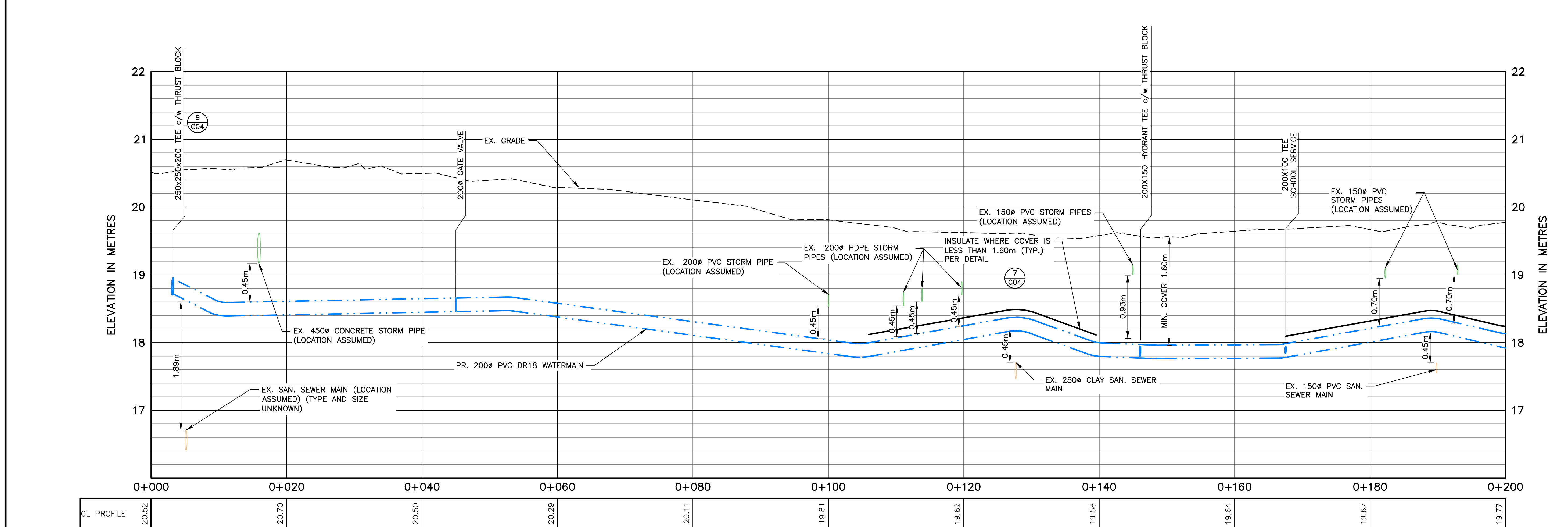
**LEGEND**

- WATERMAIN (PR.)
- PROPERTY LINE (EX.)
- SANITARY SEWER (EX.)
- STORM SEWER (EX.)
- WATERMAIN (EX.)
- STORM CATCHBASIN (RND.) (EX.)
- SANITARY MH (EX.)
- STORM MH (EX.)
- STORM CATCHBASIN (SQ.) (EX.)
- GATE VALVE (EX.)
- GATE VALVE (PR.)
- FIRE HYDRANT (EX.)
- FIRE HYDRANT (PR.)
- TREE (HARDWOOD) (EX.)
- CHAINLINK FENCE (EX.)
- ROAD SIGN (SM.) (EX.)
- UP UTILITY POLE WITH GUY WIRE (EX.)
- ET U/G POWER (EX.)
- O/H U/G POWER (EX.)
- UTILITY POLE (EX.)
- WATERMAIN FITTINGS (PR.)



**NOTES:**

1. THE LOCATION OF ALL EXIST. UNDERGROUND PIPE & UTILITIES SHOWN ARE APPROXIMATE ONLY AND TO BE CONFIRMED IN THE FIELD. CONFIRM LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION WITH A FIELD LOCATE. MAINTAIN AND PROTECT ALL UTILITIES DURING CONSTRUCTION. PAYMENT FOR ALL LOCATES SHALL BE INCLUDED IN THIS CONTRACT.
2. ALL ELEVATIONS ARE IN METRES. TOPOGRAPHIC DATA IS IN NAD83 (CSRS) (2010) MTM ZONE 5 USING THE CGVD13 VERTICAL DATUM.
3. ALL CONSTRUCTION TO BE COMPLETED IN ACCORDANCE WITH THE NOVA SCOTIA STANDARD SPECIFICATIONS FOR MUNICIPAL SERVICES (LATEST EDITION).
4. ENCASE WATERMAIN IN DR18 PVC PIPE AT LOCATIONS WHERE VERTICAL SEPARATION BETWEEN THE CROSSING WATERMAIN AND SEWER IS LESS THAN 450mm, OR IF THE WATER PIPE CROSSES BELOW THE SEWER PIPE.
5. UTILITY SERVICES TO EACH BUILDING ARE NOT SHOWN, OR IF SHOWN ARE APPROXIMATE ONLY.
6. REMOVE EXISTING WATERMAIN AS REQUIRED TO INSTALL NEW WATERMAIN.
7. CONTRACTOR TO PROVIDE TEMPORARY WATER SERVICING PLAN A MINIMUM OF TWO WEEKS PRIOR TO COMMENCING CONSTRUCTION FOR REVIEW BY THE ENGINEER.
8. RECONNECT ALL WATER SERVICES TO THE PROPOSED WATERMAIN WITH A NEW CORP. STOP. LOCATIONS OF WATER LATERALS ARE APPROXIMATE ONLY. ALL EXISTING CURB STOPS TO BE IDENTIFIED AND CLOSED FOLLOWING INSTALLATION AND COMMISSIONING OF TEMPORARY WATER.
9. COORDINATE WITH THE TOWN OF MIDDLETON FOR CONNECTIONS TO EXISTING WATERMAIN.
10. WATERMANS TO HAVE MECHANICAL RESTRAINTS AT ALL FITTINGS, TEES, BENDS, CAPPED ENDS, VALVES, COUPLINGS, CROSSES, REDUCERS, AND HYDRANTS. PROVIDE THRUST BLOCKS WHERE INDICATED.
11. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM WORK AND TO COMPLY WITH ALL PERMIT REQUIREMENTS AND CONDITIONS. CONTRACTOR TO COMPLY WITH ALL APPLICABLE ENVIRONMENTAL REGULATIONS.
12. WHERE EXISTING CONDITIONS ARE SHOWN THEY ARE NOT NECESSARILY ACCURATE OR COMPLETE. THE CONTRACTOR SHALL CONFIRM ALL EXISTING DIMENSIONS, ELEVATIONS AND LOCATIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
13. CONTRACTOR IS RESPONSIBLE FOR SETTING GRADES AND LAYOUT CONTROL.
14. PROPERTY LINE INFORMATION IS APPROXIMATE ONLY AND OBTAINED FROM THE NOVA SCOTIA PROPERTY RECORDS DATABASE.
15. ADJACENT STREETS KEPT FREE OF DIRT AND MUD FROM SITE. SWEEP OF ROADS ON A REGULAR BASIS.
16. TRAFFIC SIGNS ARE NOT TO BE REMOVED OR REPLACED WITHOUT AUTHORIZATION FROM TRAFFIC AUTHORITY AND THE ENGINEER.
17. AT COMPLETION OF WORK REINSTATE ALL DISTURBED SURFACES TO THE SATISFACTION OF THE ENGINEER.
18. BACKFILL MATERIAL OUTSIDE THE LIMITS OF GRANULAR BACKFILL TO CONSIST OF APPROVED BACKFILL MATERIAL FROM THE EXCAVATION. CONTRACTOR TO MANAGE MATERIAL ONSITE FOR THE REUSE.
19. ALL DRAWING UNITS ARE METRIC.
20. ALL GRADES SHOWN ARE APPROXIMATE. FINISHED GRADE TO BE APPROVED IN FIELD.
21. PROVIDE ALL TRAFFIC CONTROL REQUIRED DURING THIS PROJECT. TRAFFIC CONTROL IS REQUIRED CONTINUOUSLY WHILE WORK IS BEING CARRIED OUT. PROVIDE TRAFFIC CONTROL PLAN IN ACCORDANCE WITH TEMPORARY WORKPLACE TRAFFIC CONTROL MANUAL ISSUED BY NOVA SCOTIA DEPT. OF TRANSPORTATION AND PUBLIC WORKS, AND IN ACCORDANCE WITH MUTCD REQUIREMENTS.
22. ALL PRODUCTS AND MATERIALS ON THE WATER SYSTEM ARE REQUIRED TO BE NSF61 COMPLIANT.



**PROFILE**  
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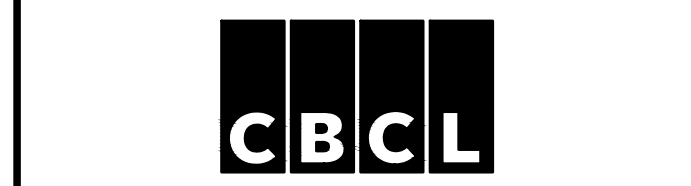
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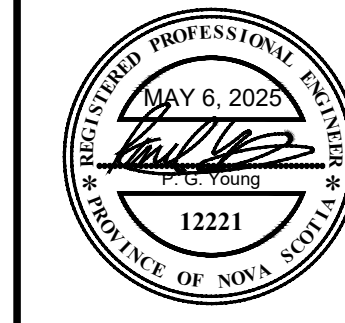
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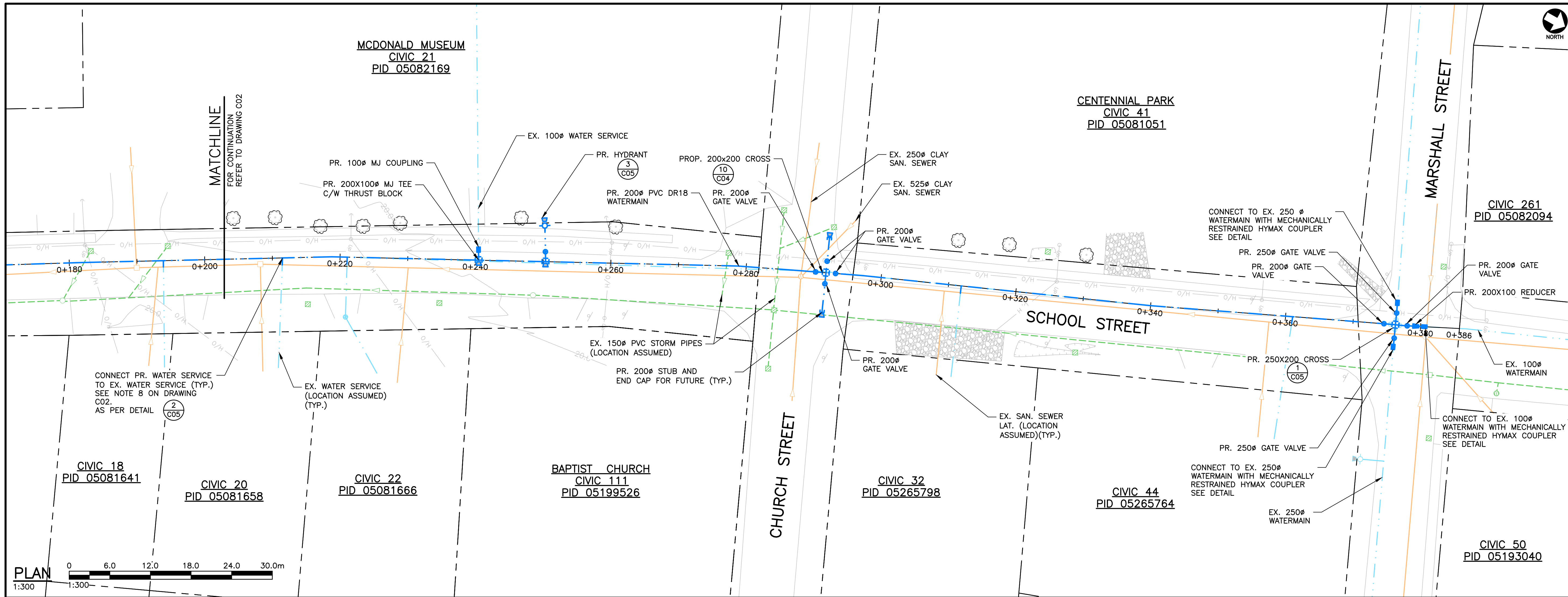
  
**TOWN OF MIDDLETON**  
 MIDDLETON SCHOOL STREET  
 WATERMAIN REPLACEMENT

CIVIL  
**PROPOSED PLAN AND PROFILE**  
 (SHEET 1 OF 2)



CBCL No 241039.00	Contract No	Date JAN 2025	Scale AS NOTED
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Sheet No 2 of 5		Drawing No C02	

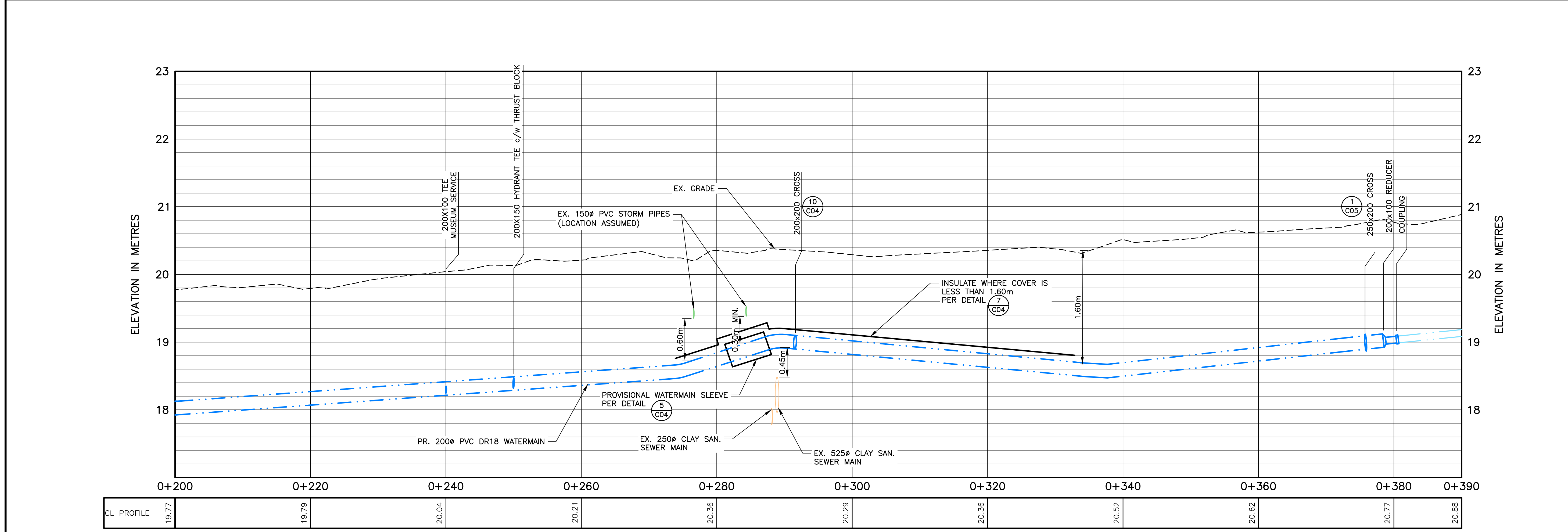
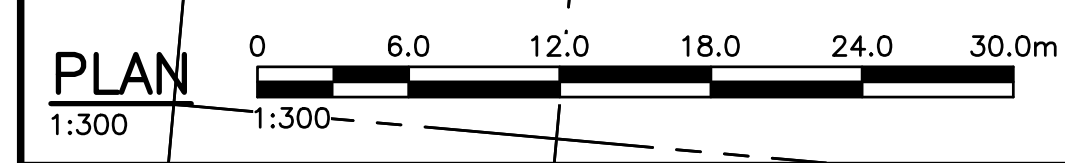




**LEGEND**

- WATERMAIN (PR.)
- PROPERTY LINE (EX.)
- SANITARY SEWER (EX.)
- STORM SEWER (EX.)
- WATERMAIN (EX.)
- STORM CATCHBASIN (RND.) (EX.)
- SANITARY MH (EX.)
- STORM MH (EX.)
- STORM CATCHBASIN (SQ.) (EX.)
- GATE VALVE (EX.)
- GATE VALVE (PR.)
- FIRE HYDRANT (EX.)
- FIRE HYDRANT (PR.)
- TREE (HARDWOOD) (EX.)
- CHAINLINK FENCE (EX.)
- ROAD SIGN (SM.) (EX.)
- UTILITY POLE WITH GUY WIRE (EX.)
- U/G POWER (EX.)
- O/H POWER (EX.)
- UTILITY POLE (EX.)
- WATERMAIN FITTINGS (PR.)

**NOTES**  
 1. REFER TO DRAWING C02 FOR GENERAL NOTES.



NOT FOR CONSTRUCTION

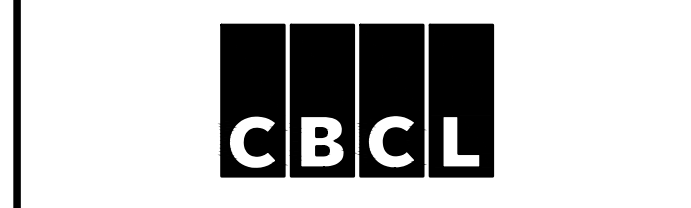
No.	Description	Date	By
0	ISSUED FOR TENDER	MAY 06/25	AE

Revision or Issue



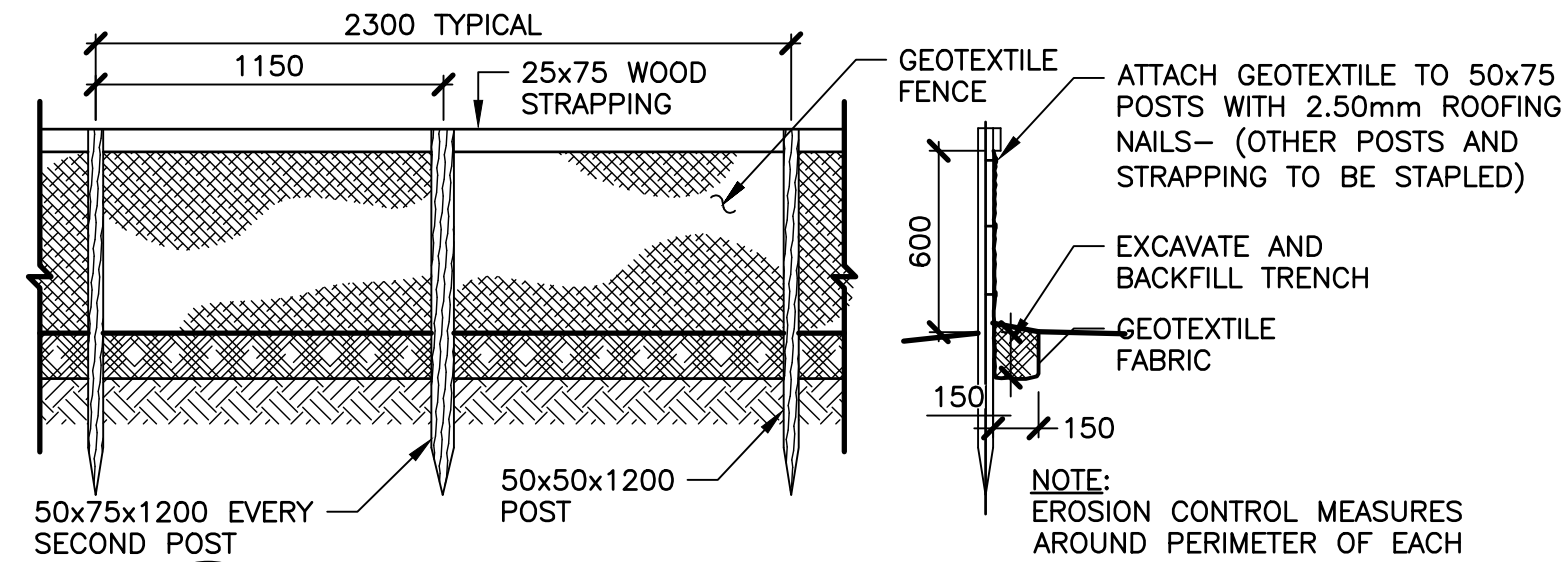
**TOWN OF MIDDLETON**  
 MIDDLETON SCHOOL STREET  
 WATERMAIN REPLACEMENT

CIVIL  
 PROPOSED PLAN AND  
 PROFILE  
 (SHEET 2 OF 2)

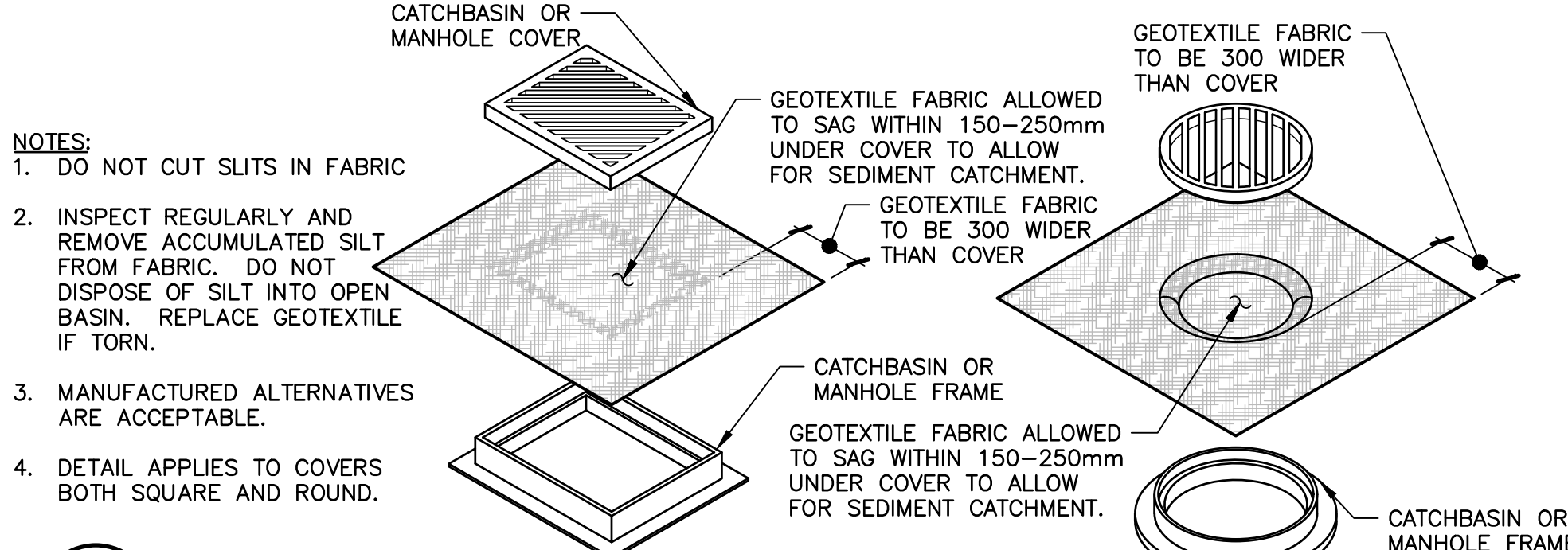


CBCL No 241039.00	Contract No	Date JAN 2025	Scale AS NOTED
Designed RWM	Drawn RWM/AK	Checked PY	Approved AE
Sheet No 3 of 5		Drawing No 12221	

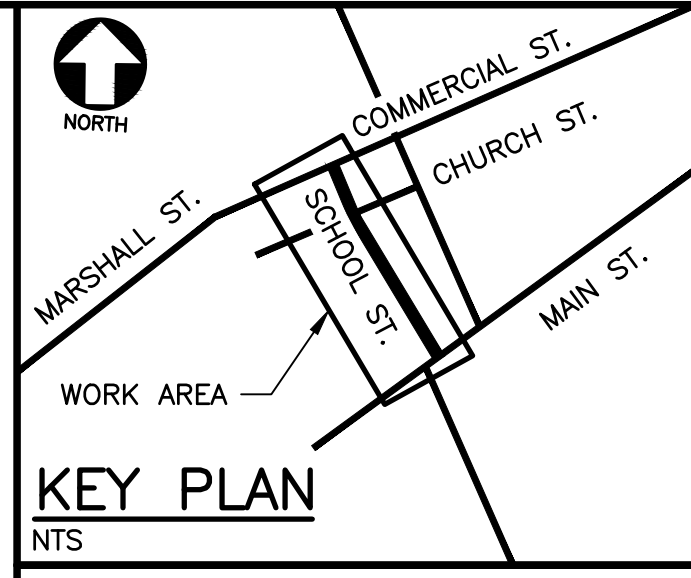
**C03**



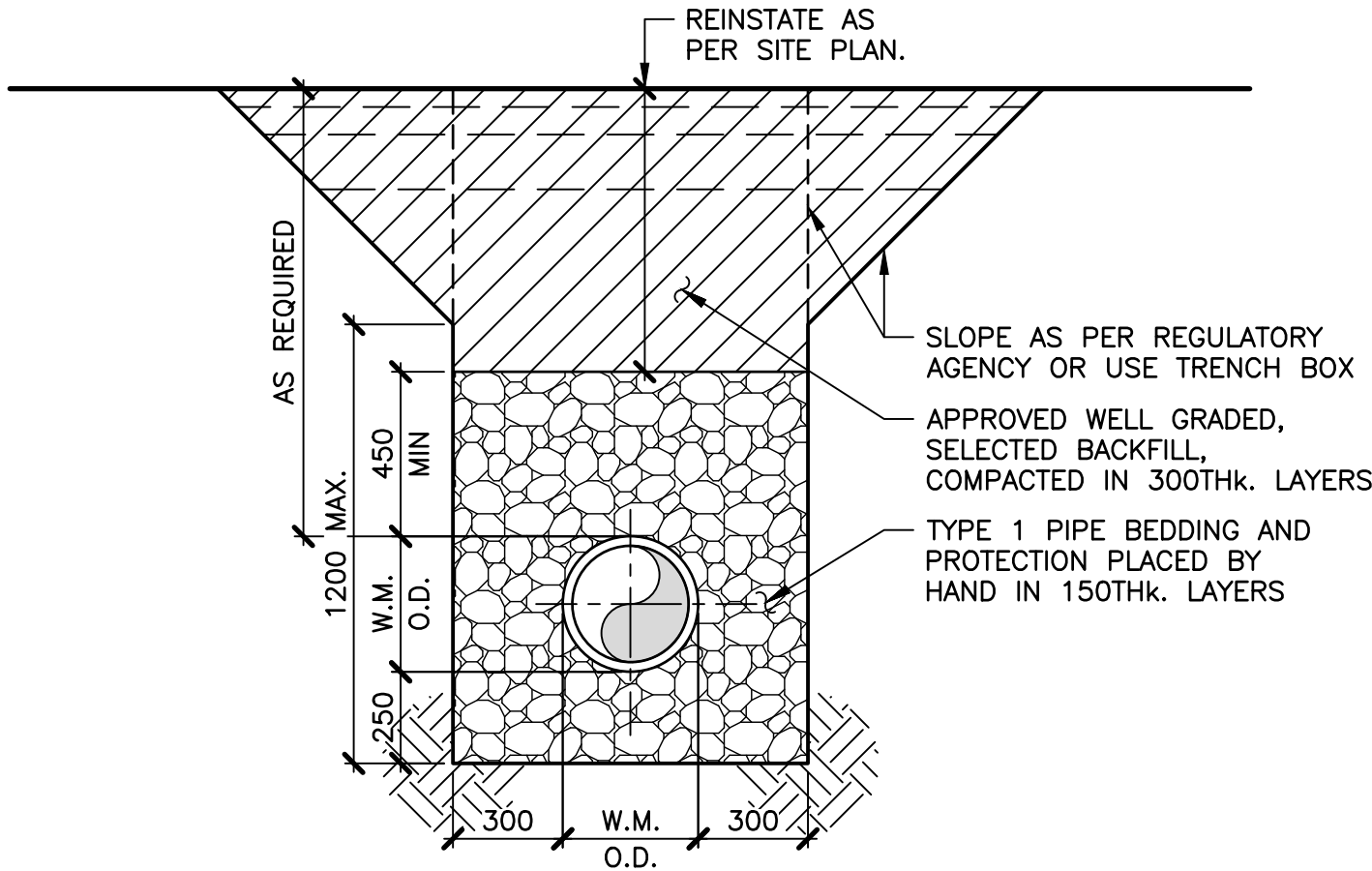
**1 DETAIL—SEDIMENT CONTROL FENCE**  
C02 1:25



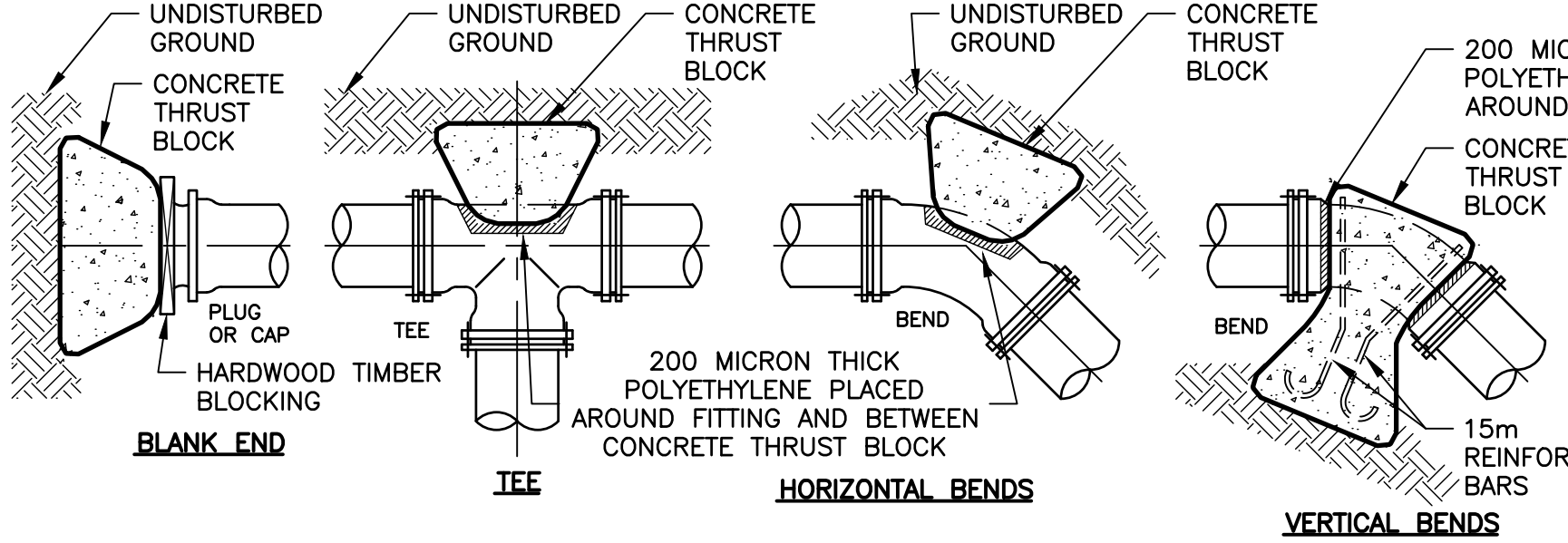
**2 DETAIL—SEDIMENT CONTROL INTO STORM STRUCTURES**  
C02 1:1



**KEY PLAN**  
NTS



**3 DETAIL—TYP. WATERMAIN TRENCH**  
C02 1:20



**MINIMUM CONTACT AREAS FOR CONC. THRUST BLOCKS**

PIPE Ø	AREA m² FOR SOIL SUPPORTING CAPACITY OF 100 kPa
100	0.25
150	0.48
200	0.80
250	1.28
300	1.76

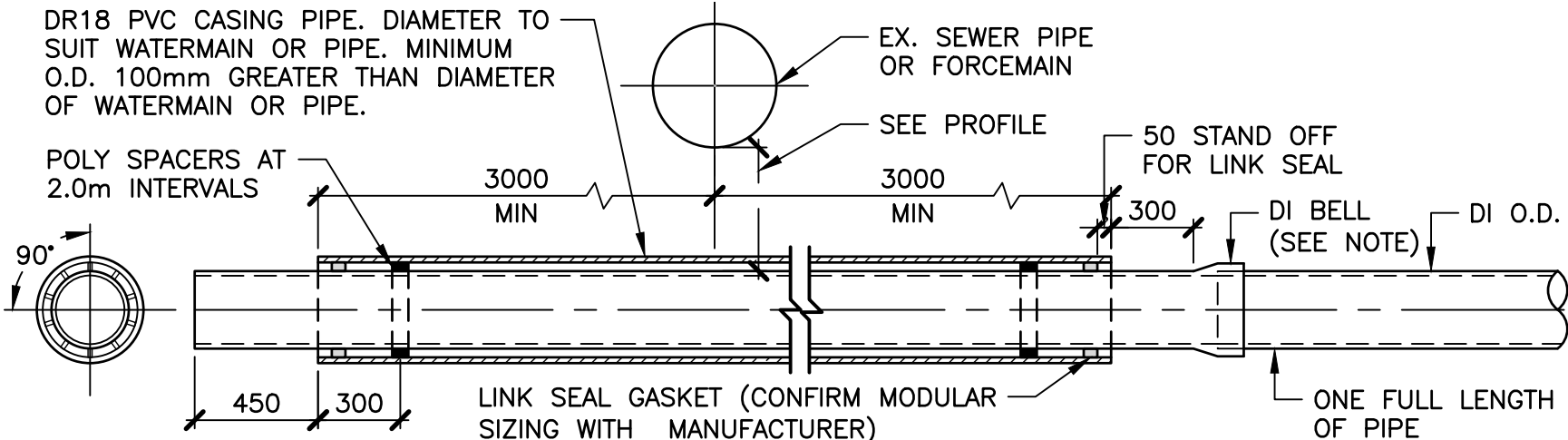
**MINIMUM DISTANCE FROM FITTING TO UNDISTURBED GROUND**

PIPE Ø mm	mm
100	450
150	450
200	450
250	600
300	750

**VERTICAL THRUST BLOCKS THRUST COMPENSATED BY MASS OF CONCRETE (m³)**

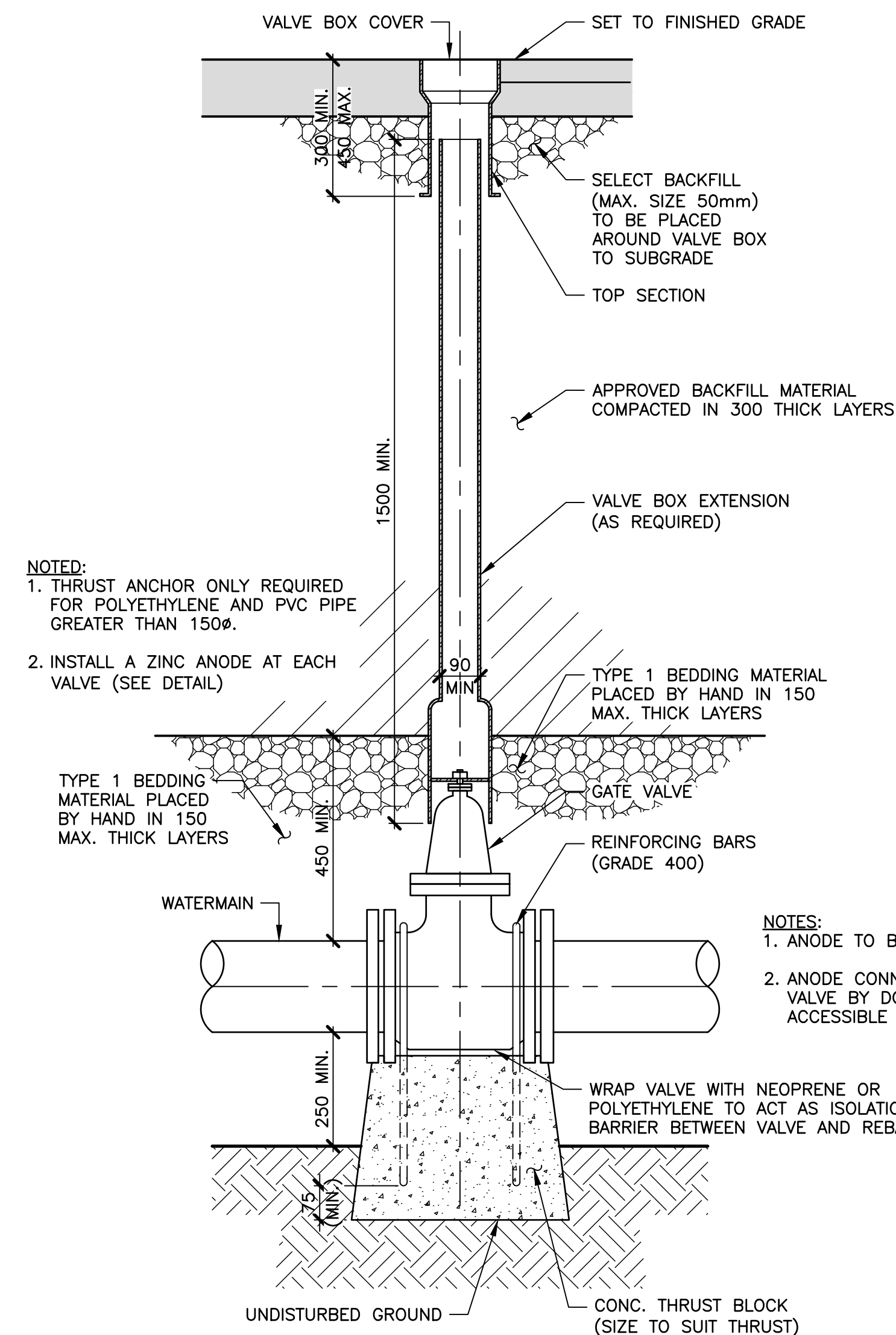
PIPE Ø mm	45° BEND	22.5° BEND	1.25° BEND
100	0.40	0.20	0.20
150	0.80	0.40	0.40
200	1.40	0.70	0.70
250	2.10	1.10	1.10
300	3.00	1.50	1.50

**4 DETAIL—CONCRETE THRUST BLOCKS**  
C02 1:1

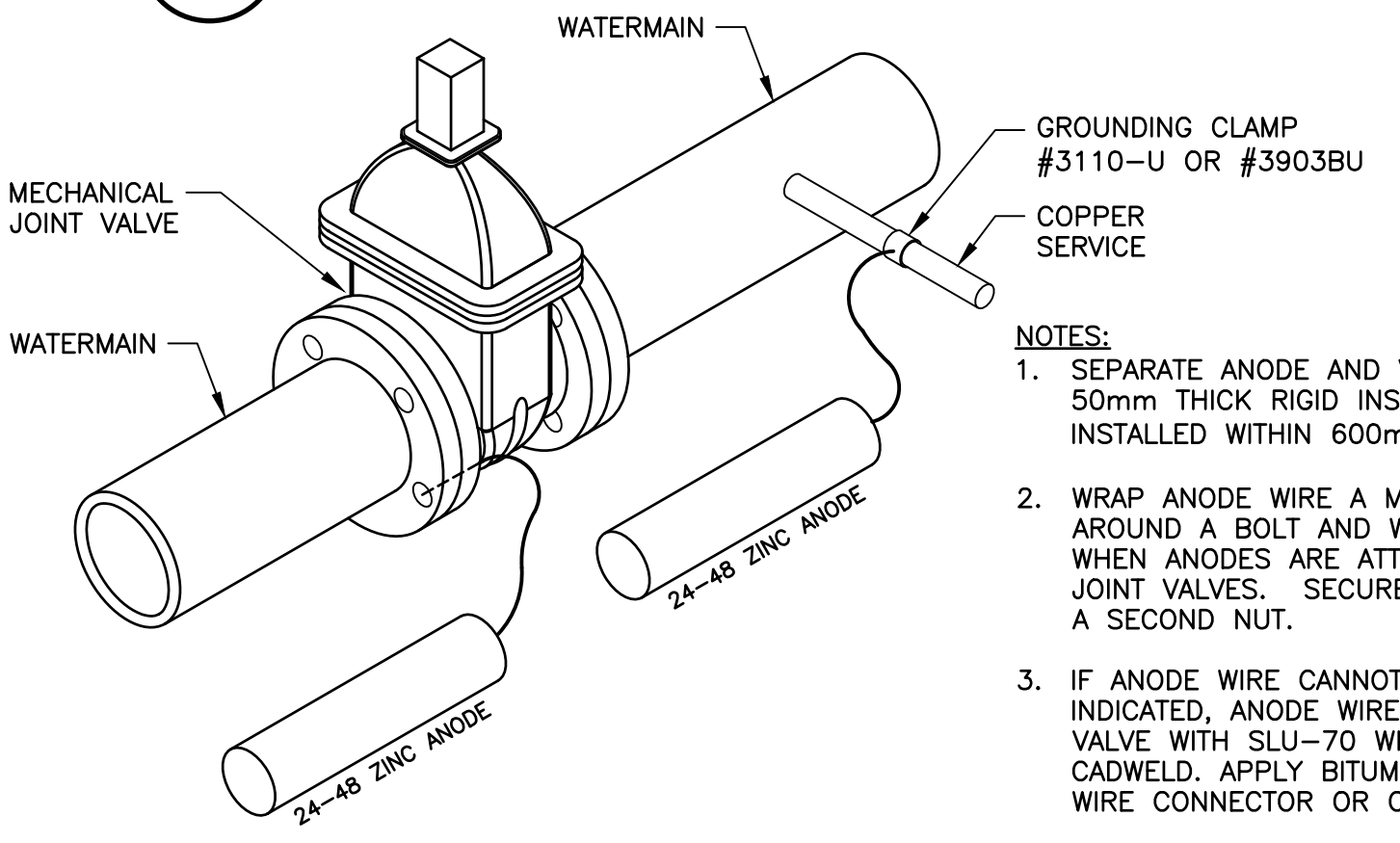


**5 DETAIL—PROVISIONAL WATERMAIN SLEEVE**  
C02 1:25

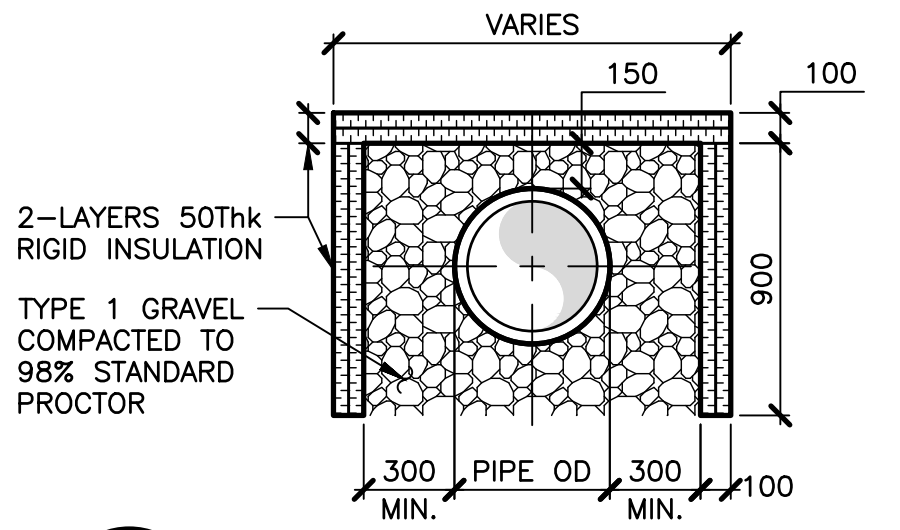
DI PIPE Ø	CASING PIPE Ø SINGLE DI PIPE LENGTH	CASING PIPE Ø MULTIPLE DI PIPE LENGTHS
200	350 DR18	400 DR18



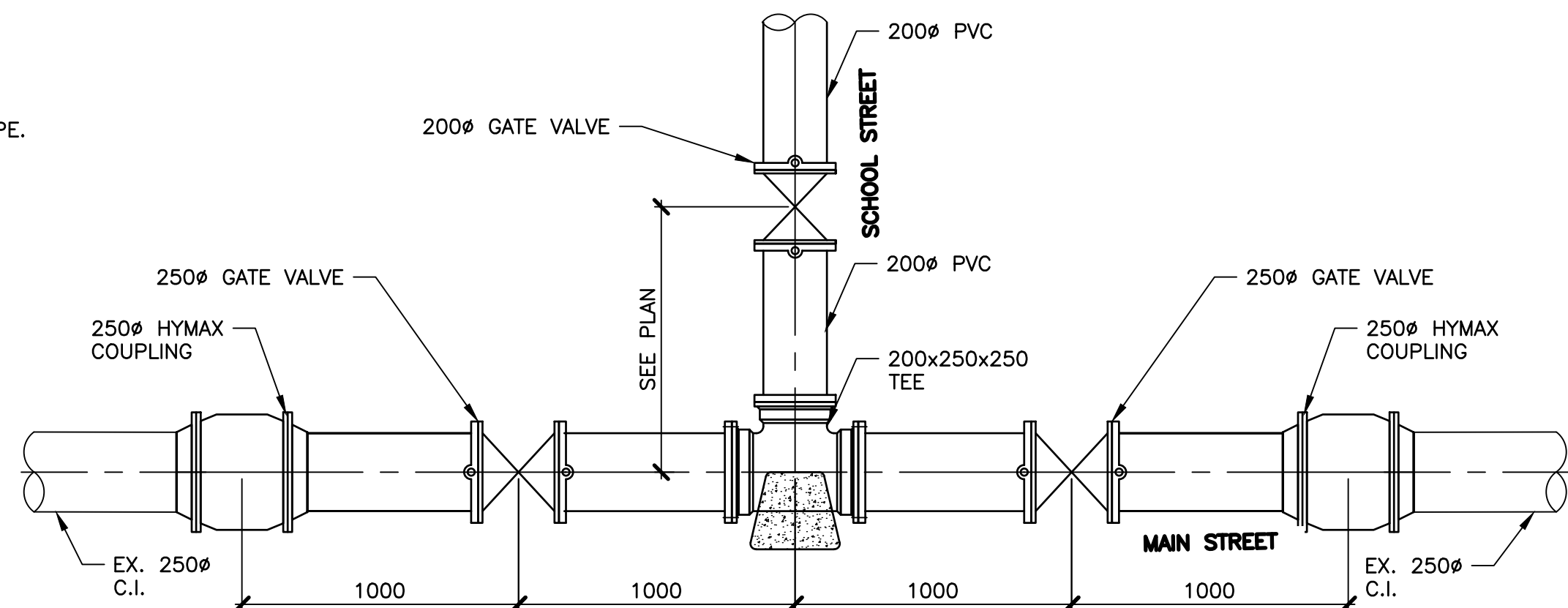
**8 DETAIL—GATE VALVE AND BOX**  
C02 1:10



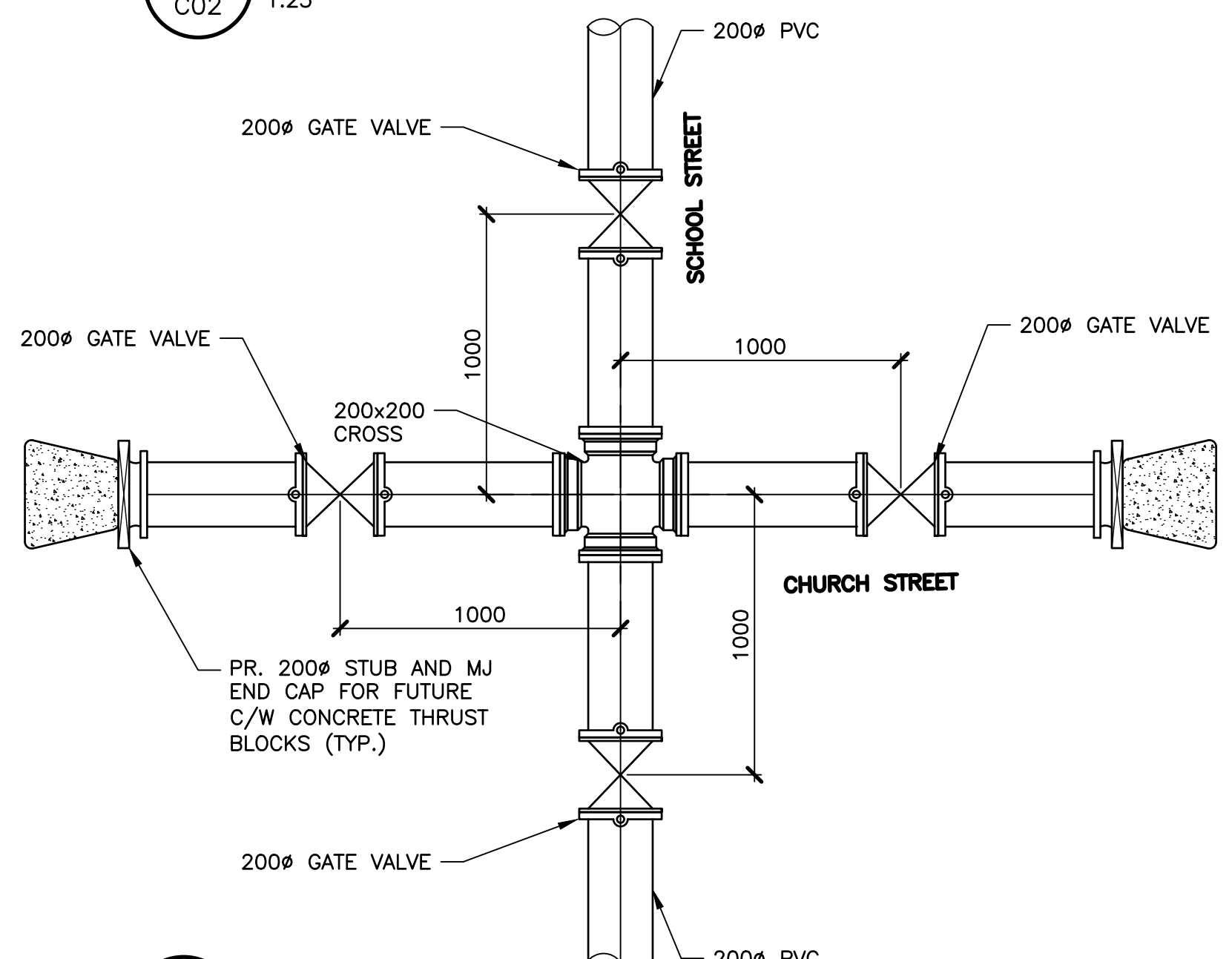
**6 DETAIL—WATERMAIN ZINC ANODE**  
C02 1:1



**7 DETAIL—PIPE INSULATION**  
C02 1:25



**9 DETAIL—CONNECTION TO EXISTING WATERMAIN AT MAIN STREET**  
C02 1:20



**10 DETAIL—WATERMAIN CONNECTION AT CHURCH STREET**  
C03 1:20

**NOT FOR CONSTRUCTION**



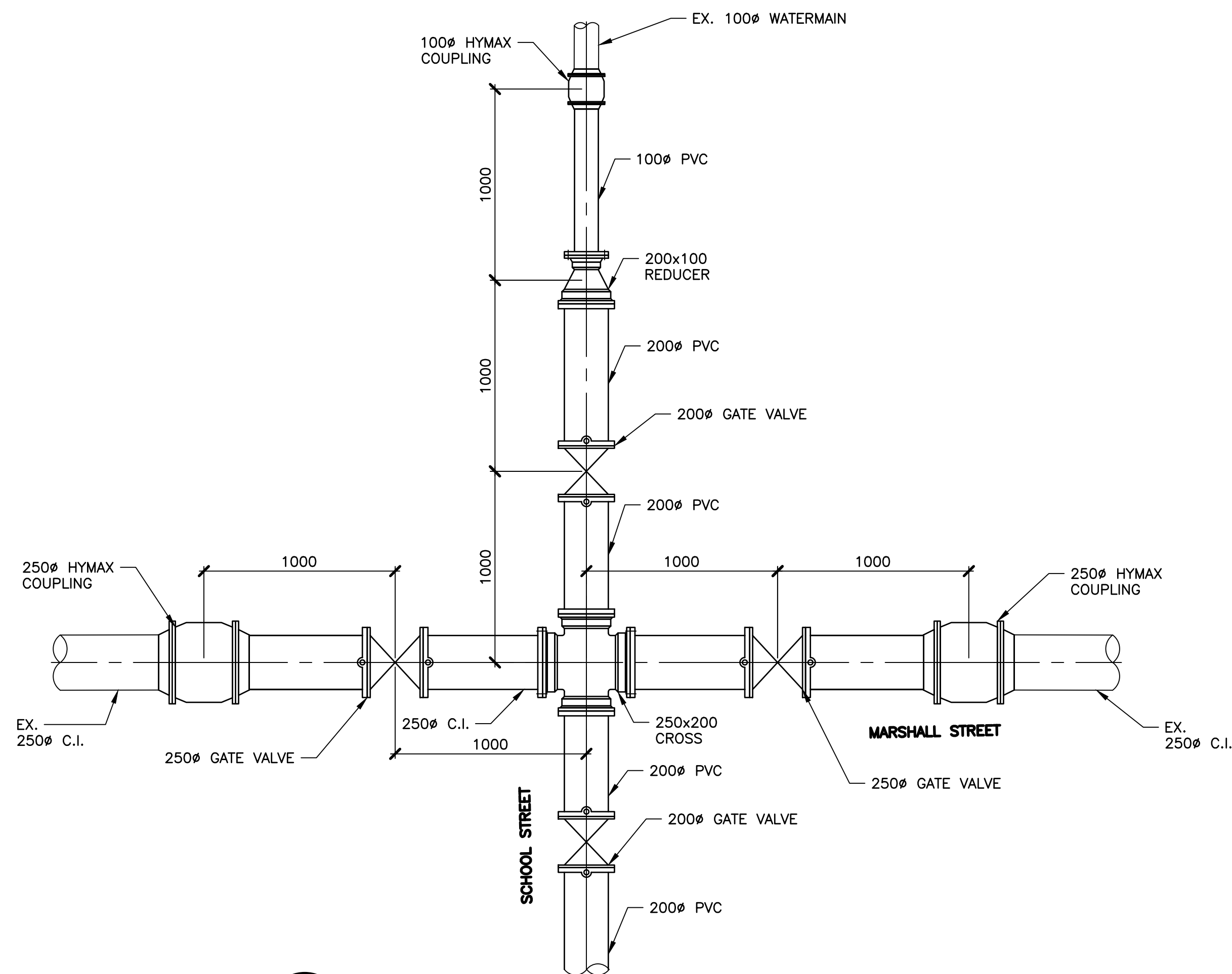
**TOWN OF MIDDLETON**  
MIDDLETON SCHOOL STREET WATERMAIN REPLACEMENT

CIVIL  
MISCELLANEOUS DETAILS  
(SHEET 1 OF 2)

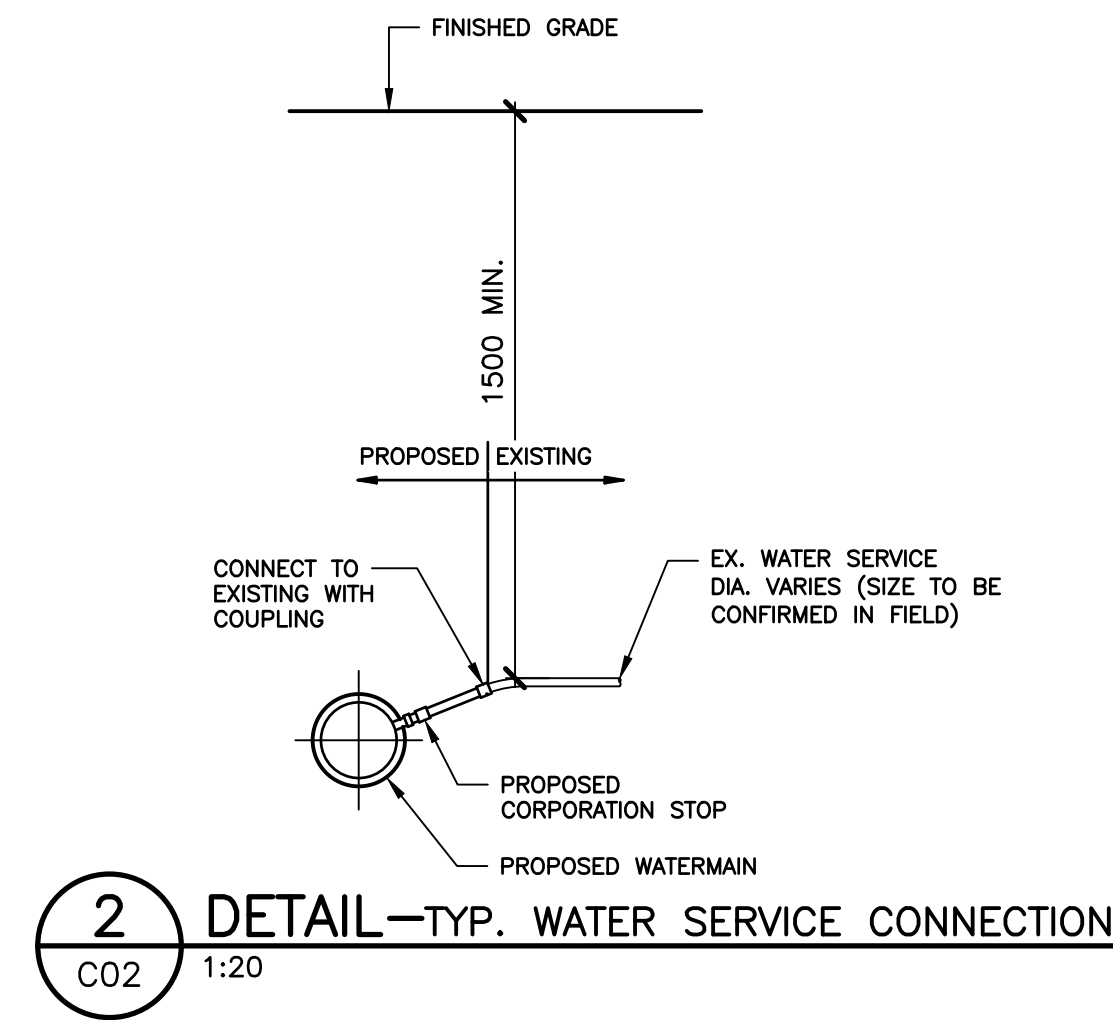
**CBCL**

Contract No. 241039.00	Date JAN 2025	Scale AS NOTED
Designed RWM	Drawn RWM/AK	Checked PY
Approved AE	Sheet No. 4 of 5	Drawing No. 12221

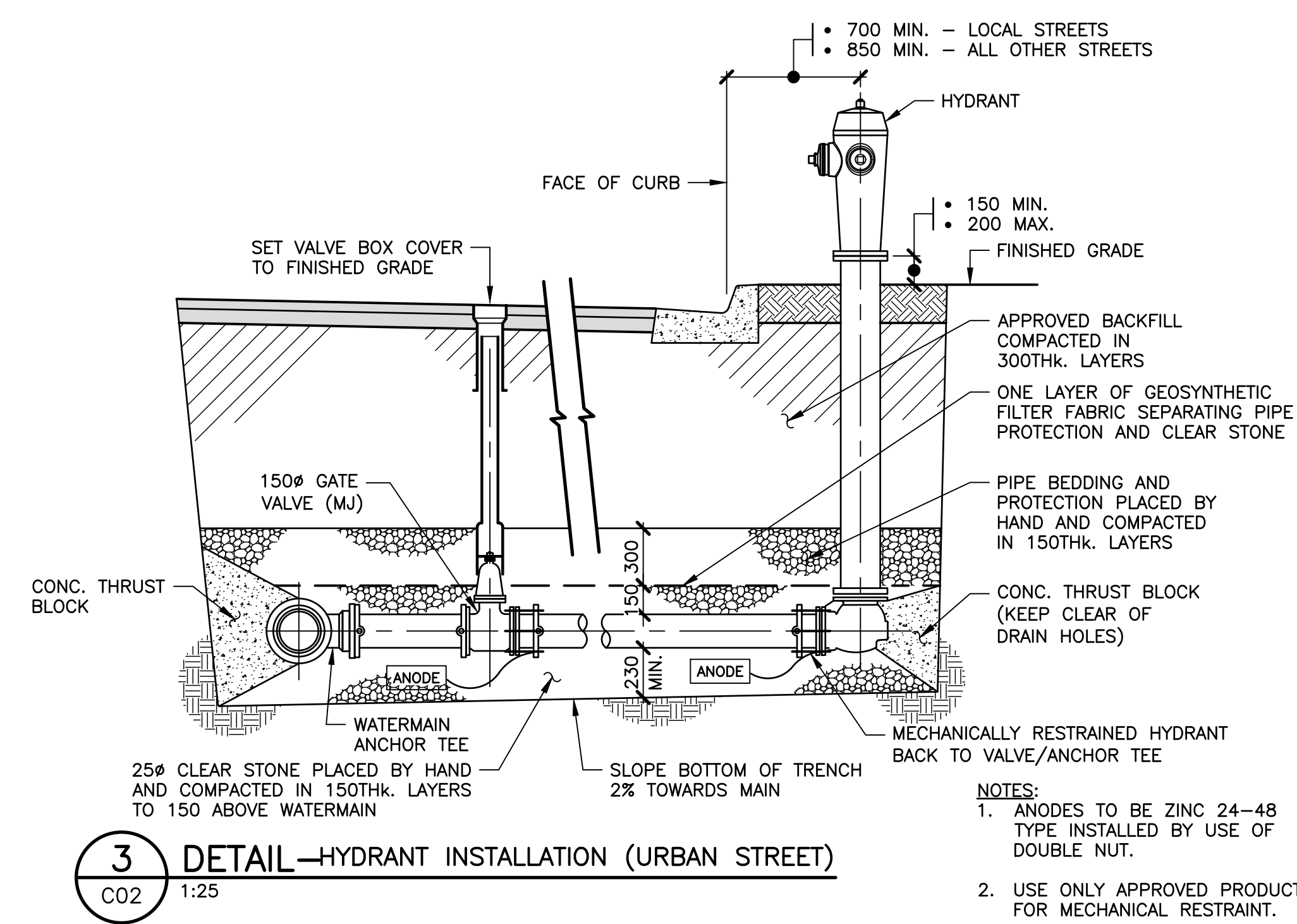
**C04**



**1** DETAIL—CONNECTION TO EXISTING WATERMAIN AT MARSHALL STREET  
C03 1:20

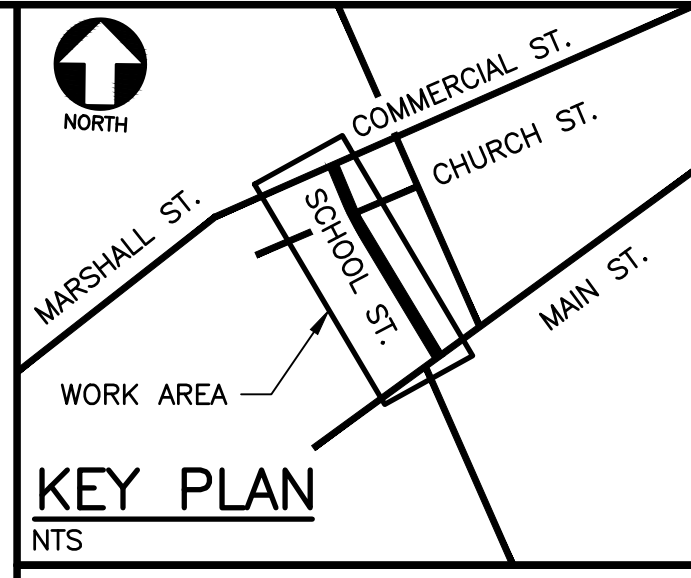


**2** DETAIL—TYP. WATER SERVICE CONNECTION  
C02 1:20

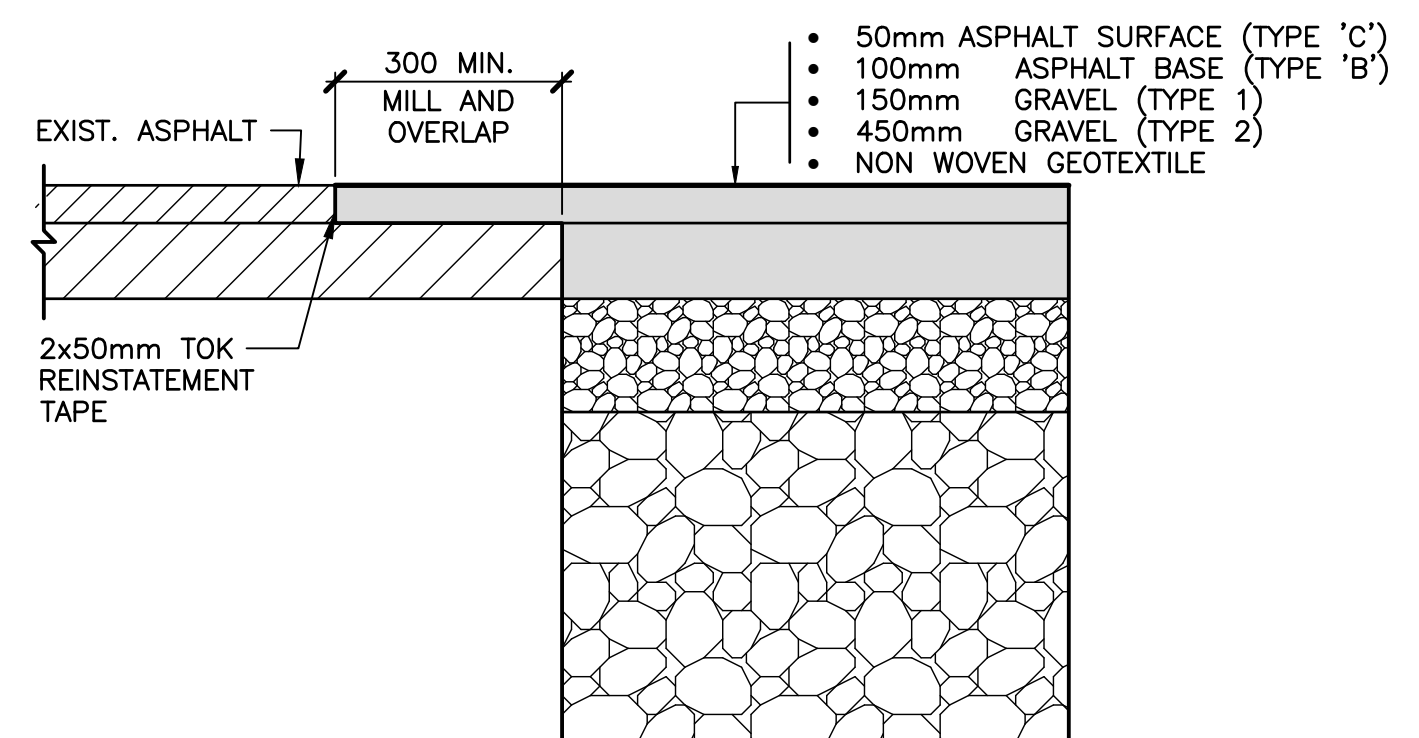


**3** DETAIL—HYDRANT INSTALLATION (URBAN STREET)  
C02 1:25

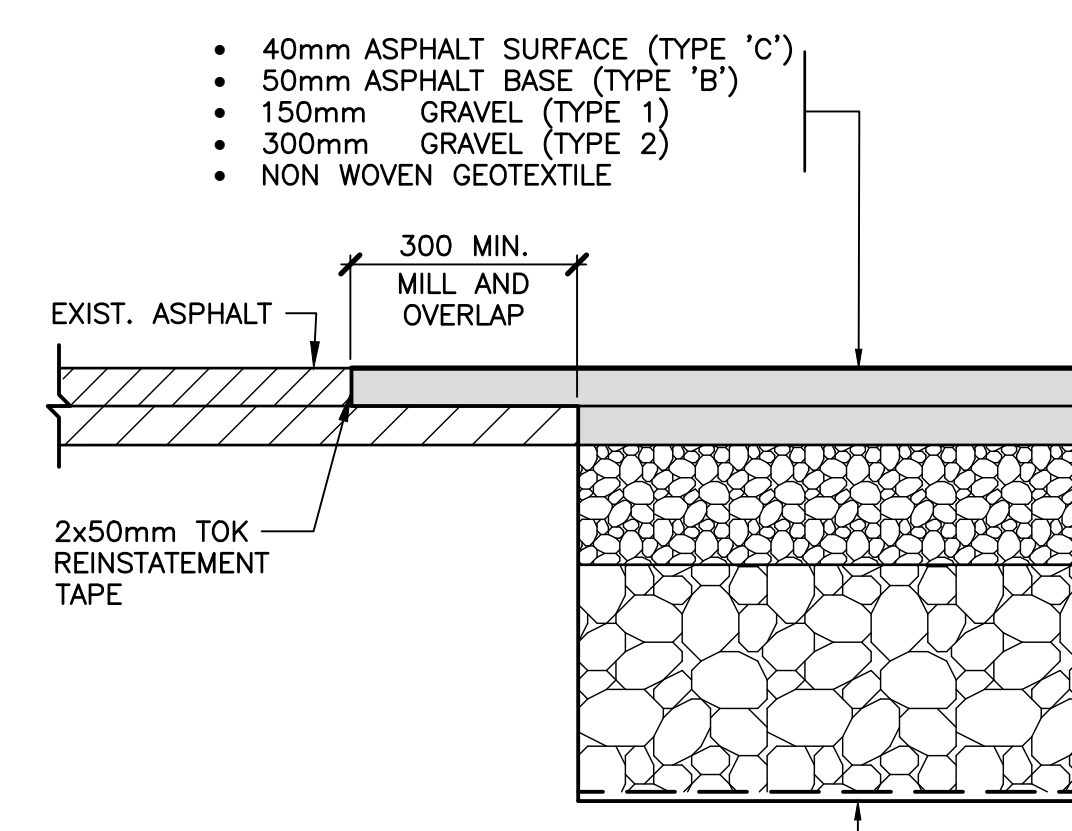
- NOTES:
- ANODES TO BE ZINC 24-48 TYPE INSTALLED BY USE OF DOUBLE NUT.
  - USE ONLY APPROVED PRODUCTS FOR MECHANICAL RESTRAINT.



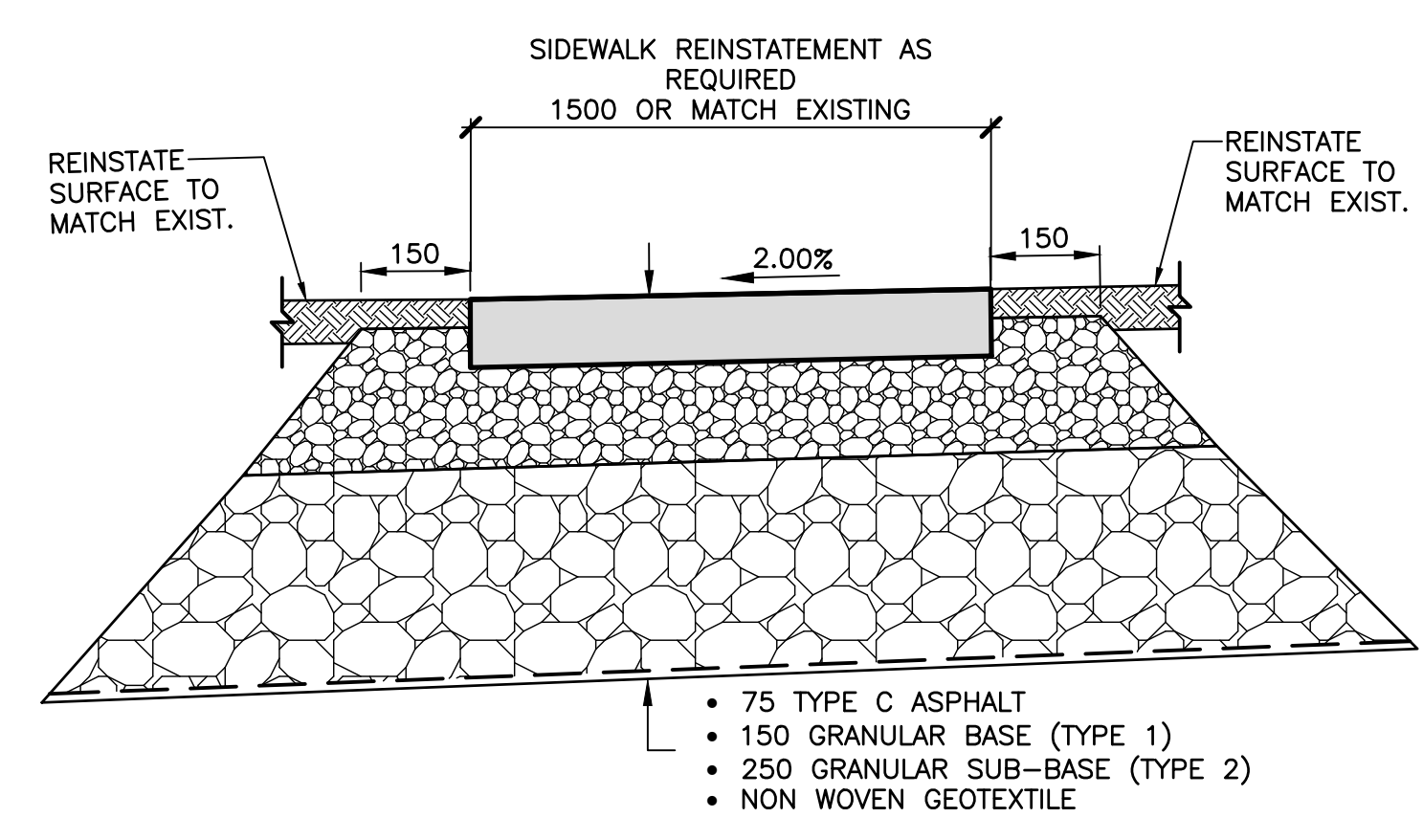
KEY PLAN  
NTS



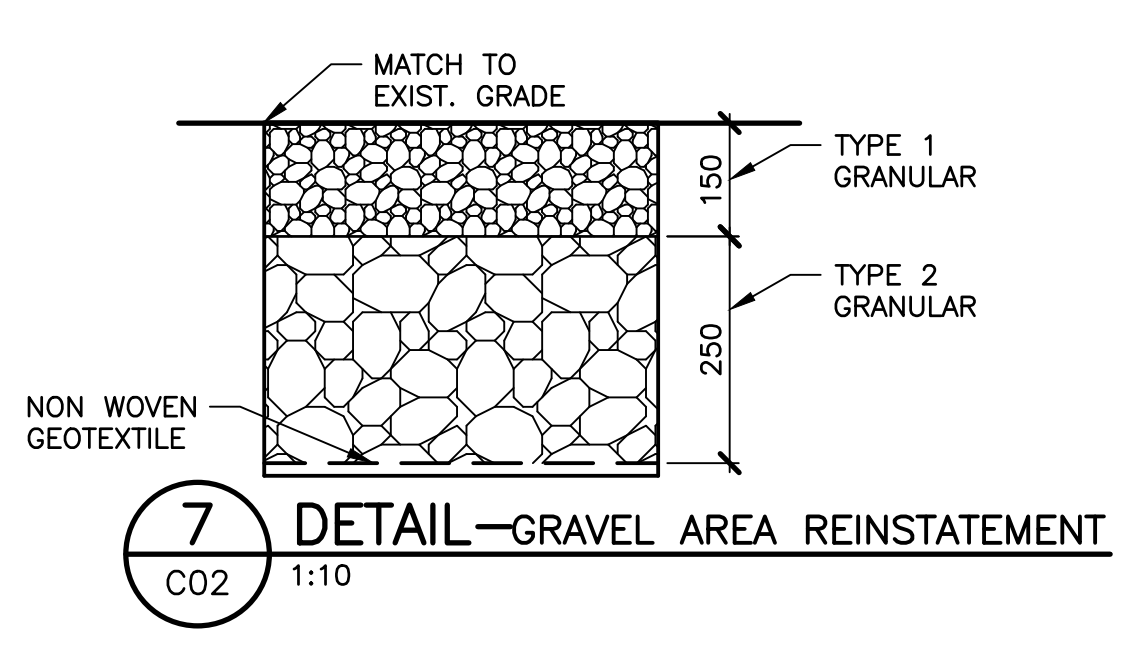
**4** DETAIL—ASPHALT ROAD REINSTATEMENT AT MAIN STREET  
C02 1:10



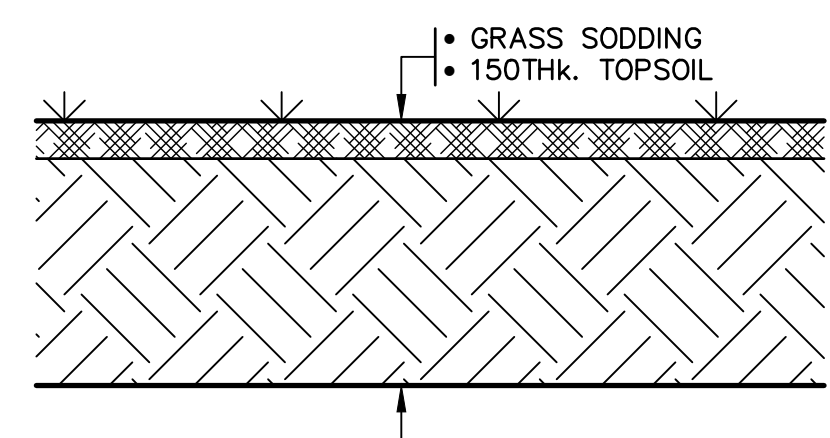
**5** DETAIL—ASPHALT ROAD REINSTATEMENT AT SCHOOL STREET AND ALL DRIVEWAYS  
C02 1:10



**6** DETAIL—ASPHALT SIDEWALK REINSTATEMENT FOR SCHOOL STREET  
C02 1:10



**7** DETAIL—GRAVEL AREA REINSTATEMENT  
C02 1:10



**8** DETAIL—LAWN REINSTATEMENT  
C02 1:5

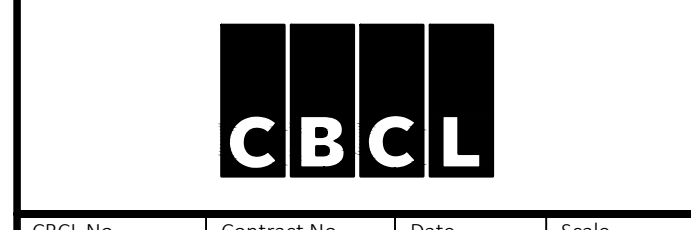
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No.	Description	Date	By
0	ISSUED FOR TENDER	MAY 06/25	AE



TOWN OF MIDDLETON  
MIDDLETON SCHOOL STREET  
WATERMAIN REPLACEMENT

CIVIL  
MISCELLANEOUS DETAILS  
(SHEET 5 OF 5)



CBCL No.	Contract No.	Date	Scale
241039.00		JAN 2025	AS NOTED
Designed	Drawn	Checked	Approved
RWM	RWM/AK	PY	AE
Sheet No.	5 of 5		
Drawing No.	12221		
<b>C05</b>			