

Halifax Regional School Board






Sambro Elementary School Wastewater Treatment System Replacement

Issued for Quotation

February 2017

CBCL Contract: 160818.02Q

Sambro Elementary School Wastewater Treatment System Replacement

Issued for Quotation	<i>W.D.E.</i>	Feb 8/17	<i>JHE</i>
Issued for Quotation Review	W. D'E.	Aug 9/16	S.E.
<i>Issue or Revision</i>	<i>Reviewed By:</i>	<i>Date</i>	<i>Issued By:</i>
 			

<u>TITLE</u>	<u>SECTION</u>
<u>BIDDING AND CONTRACT REQUIREMENTS</u>	
Information to Equipment Suppliers	00 21 14
Form of Quotation	00 41 01
<u>DIVISION 33 - UTILITIES</u>	
Precast Structures	33 05 14
<u>DIVISION 44 - POLLUTION AND WASTE CONTROL EQUIPMENT</u>	
Packaged Wastewater Treatment Facility	44 42 11
Attachment SK01 - Proposed Site Layout	
<u>APPENDIX A (FOR INFORMATION)</u>	
Supplementary General Conditions	00 73 00

1.0 PROJECT DESCRIPTION

1.1 This project includes the quotation for the supply of one (1) packaged wastewater treatment system complete with precast concrete tank(s), control panel complete with enclosure, treatment unit(s), pumps, risers, lids, switches, valves and flow instruments. Equipment will be pre-selected by the Owner and purchased and installed by the Contractor as part of the General Contract that will be tendered later as a separate Contract.

2.0 DEFINITIONS

- 2.1 **"Owner"** means the Halifax Regional School Board and includes the Owner's personal representatives or successors.
- 2.2 **"Consultant"** means CBCL Limited or its duly appointed representative or such other consultant as the Owner may appoint.
- 2.3 **"Equipment Supplier"** means a person, firm or corporation who proposes to submit, or who has submitted a quotation for the supply of the equipment, or part thereof, referred to herein.
- 2.4 **"Supplier"** means the Equipment Supplier, whose equipment has been selected by the Owner, referred to herein, and whom guarantees delivery to the job site.
- 2.5 **"Contractor"** means the person or persons, firm or company, whose bid for the installation of the works will be accepted by the Owner pursuant to a General Contract.
- 2.6 **"General Contract"** means the Advertisement, Information to Bidders, Tender, Agreement, General Provisions, Special Provisions, Technical Specifications, Contract Drawings and all interpretations or addenda issued by the Owner, or Consultant with permission of the Owner for preliminary treatment equipment for the Sambro Elementary School Wastewater Treatment System Replacement installation package.
- 2.7 **"Delivery Period"** means the period commencing on the date of mailing of the Purchaser's official order to the Supplier and ending on the date when delivery to the site designated for delivery, covered by the purchase order, has been complete.
- 2.8 **"Purchase Order"** means the document prepared by the Contractor and submitted to the Supplier for the purchase and delivery of the equipment described herein within the General Contract.
- 2.9 **"Purchaser"** is the party responsible for the payment of the equipment in conformance with the General Conditions of the General Contract and the payment schedule on the Form of Quotation. The Contractor will be the Purchaser of pre-selected equipment.
- 2.10 **"Equipment Manufacturer's Representative"** means a person employed by the Supplier, who is trained and is experienced in the proper installation, start-up, training and maintenance of the equipment or system to be supplied.
-

2.11 **"Provisional"** means that the Halifax Regional School Board may elect not to purchase the item.

3.0 QUOTATION SUBMISSION

3.1 Submit completed quotation for equipment listed in the Form of Quotation in sealed envelope marked as follows:

QUOTATION - HALIFAX REGIONAL SCHOOL BOARD
SAMBRO ELEMENTARY SCHOOL
WASTEWATER TREATMENT SYSTEM REPLACEMENT
QUOTATION #3877

and addressed to: Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, Nova Scotia, B3B 1X7

Telephone: (902) 464-2000 ext. 2223
Fax: (902) 464-0161

Attention: Jennifer King, Buyer

and must be delivered to the above address no later than **2:00:00 p.m.**, local time on **Wednesday, February 22nd, 2016.**

3.2 Submit quotations on the Form of Quotation provided. Completely fill out forms. The completed form shall be without interlineation, alterations, or erasures. Signatures must be witnessed.

3.3 No other form of Quotation will be acceptable. The appending of any qualifying clauses to the Quotation or failure to comply with these instructions in the completing of any quotations renders such quotation liable to disqualification. The quotation as originally submitted shall be essentially complete to permit a full analysis without the need for additional information. No supplementary explanation is assumed or intended.

3.4 Quotation shall be valid for acceptance for a period of 120 days from the date set for its delivery to the Consultant.

3.5 The Owner will not defray any expenses whatsoever incurred by Equipment Suppliers in the preparation and submission of their quotations.

4.0 QUERIES AND ADDENDA

4.1 Notify the Owner in writing at jlking@hrsb.ca of omissions, errors or ambiguities found in the Quotation Documents. If Consultant considers that correction, explanation or interpretation is necessary, a written addendum will be issued. All addenda will form part of Quotation Documents.

4.2 No oral explanation in regard to the meaning of the quotation documents will be made and no oral instructions will be given before the selection of equipment.

- 4.3 Address technical questions to both the Owner at either jlking@hrsb.ca or (902)464-0161 and Sarah Ensslin, P.Eng., at CBCL Limited, 1489 Hollis Street, Halifax, NS B3J 2R7, telephone: (902) 421-7241, ext. 2238, fax: (902) 423-3938, e-mail: sensslin@cbcl.ca.

5.0 PURPOSE AND PROCEDURE

- 5.1 The purpose of receiving quotations in accordance with these documents is to permit examination of a variety of equipment on a comparable basis in order to select the equipment best fulfilling the Owner's requirements.
- 5.2 The Owner is interested in receiving and assessing quotations for alternative systems. Where named products, trade names, technologies or characteristics particular to a specific manufacturer are mentioned, they are so mentioned to clarify the anticipated quality, operating requirements and general physical arrangements of the system.
- 5.3 The procedure, in general, will be as follows:
- .1 Receive and assess quotations for equipment. Request and receive additional information as necessary.
 - .2 Select equipment.
 - .3 Notify Supplier of intent to specify their equipment manufacturer as a sole source.
 - .4 Place order for shop drawings preparation and submittal.
 - .5 Receive, examine, approve and return shop drawings.
 - .6 Complete contract documents, and call Tenders for General Contract.
 - .7 Award a General Contract in which the Contractor becomes the Purchaser of the pre-selected equipment, and who then becomes responsible for payment for the equipment per the Payment Schedule in the Form of Quotation. The Supplier is responsible for the supply, delivery and guarantee of the equipment in accordance with the requirements of this Quotation, the subsequent correspondence, and the General Contract.
 - .8 Contractor places Purchase Order for equipment.
 - .9 The Contractor will carry out or arrange for the installation of the equipment under the terms of the General Contract.
 - .10 Equipment Manufacturer's Representative assists in testing, commissioning of equipment and provides operational training to facility staff.

6.0 INFORMATION WITH QUOTATION

- 6.1 Quotations to be accompanied by two (2) copies of the following information:
- .1 Descriptive literature, specifications engineering and operating requirements and data on every item of equipment quoted.
 - .2 Dimensional drawings, plans, details of every item of equipment quoted showing general construction and assembly, principal dimensions, materials of construction, material thickness, and finishes.
 - .3 Description of assembly required at the site including equipment, manpower, and time required.
 - .4 Performance curves or data on the full range of design conditions.
 - .5 Complete materials and parts list included with the equipment quoted, with recommended spare parts lists complete with prices.

- Provide manufacturer's name and model numbers for equipment components and materials.
- .6 Location of nearest qualified manufacturer's service facility and parts stock to Halifax, NS.
 - .7 Size, number and weight of the shipped packages containing the equipment, and method of shipment.
 - .8 Dimensioned information concerning clear space required around equipment for regular servicing and maintenance.
 - .9 Any additional information as may be identified in the technical specification for any equipment item.
 - .10 Price, delivery and site services information as requested in the Form of Quotation.
 - .11 Detailed and quantitative description of the various items of work required to be performed by the Contractor to install the equipment in the field.
 - .12 List of previous installations and contact persons for the proposed equipment.
 - .13 Description of quality assurance/control program, if applicable, employed by the fabricator for this project.
 - .14 Description of what type and quality of lubricants are required for installation, start-up and permanent operation of the pre-selected equipment.
- 6.2 The Supplier shall provide recommended spare parts within their scope of supply for pre-selected equipment. Include the cost to provide said spare parts as requested in the Form of Quotation.
- 6.3 Submit with the quotation, a written description of the system operation.
- 6.4 The Supplier agrees that submission of the foregoing data constitutes a guarantee that the units proposed conform thereto, and are in accordance with, these specifications.
- 6.5 The Supplier shall fill out a Form of Quotation for each system proposed. Supplier may submit more than one quotation and must complete a Form of Quotation for each proposed equipment component. The Section number specific to the equipment being quoted must be filled out on the Form of Quotation along with identification to allow separate quotations to be differentiated.
- 7.0 PRICES**
- 7.1 Quoted prices to include for delivery to the site of the works. Unloading at the site and equipment storage shall be carried out by the Contractor.
- 7.2 Quoted prices to exclude Harmonized Sales Tax.
- 7.3 The fixed quoted prices shall be in Canadian dollars, and shall include and cover all contingencies and provisional sums; all patents and licensing fees, duties, and handling charges, transportation and all other charges.
- 7.4 The prices contained in quotations shall be fixed and open for acceptance for a period of 120 days after the Closing Date for receipt of quotations. It is anticipated that the project timeline will result in

delivery of equipment in mid 2017. Provided that a written Purchase Order for the equipment is placed by the Contractor within the above-mentioned period of validity of the quotation, there shall be no increase in the quoted price of the equipment.

- 7.5 Notwithstanding that it may be known at the time of submission of a quotation that increased or decreased foreign exchange will become chargeable on the equipment in the near future, only foreign exchange applicable on the closing date for receipt of quotations shall be included by the Supplier in the quoted price. Any increase or decrease in the foreign exchange applicable to the said equipment between the closing date and date of Purchase Order shall result in a corresponding increase or decrease in the price charged by the Supplier save that no change in price shall be made if the net amount of increase or decrease is less than \$500. Any increase or decrease in price shall be claimed by the Supplier through the Owner and debited or credited. The Supplier will state foreign exchange rate used in preparation of the quotation on the Form of Quotation.
- 7.6 The Supplier shall notify the Purchaser and the Consultant promptly of relevant changes in rate of import duty or foreign exchange.
- 7.7 If, in the opinion of the Owner, the net increase in price as a result of any change in the rate of import duty or foreign exchange will be such as to affect the relative standing of the pre-selected equipment in relation to equipment offered by other Suppliers, the Owner may at its discretion, and provided that a written order has not already been placed for the said pre-selected equipment, reject the pre-selected equipment and direct that other equipment be ordered instead.
- 7.8 The Supplier shall submit the quotation on the Form of Quotation without any connection, comparison of figures with, or knowledge of any other corporation, firm or person making a quotation for similar equipment for this project and the proposal shall be in all respects fair and without collusion or fraud.
- 8.0 SHOP DRAWINGS AND PRODUCT INFORMATION MATERIAL**
- 8.1 Within three (3) weeks of the Owner placing an order for the equipment shop drawings, the Supplier shall submit to the Consultant for approval, detailed shop drawings and product information for the equipment to be supplied as noted in the technical specifications.
- 8.2 Provide separate price for supply of certified shop drawings and product information as noted in Form of Quotation.
- 8.3 Submit electronic shop drawings for all items of equipment being supplied and shall be complete in every detail and show clear compliance with the specifications. Electronic copies must be high quality and suitable for reproduction at 8.5" x 11" or 11" x 17" paper size. Submit original information in lieu of scanned copies. Illegible or low quality shop drawings will be rejected. The Consultant will return an electronic copy of mark-ups with shop drawing stamp.
- 8.4 The Consultant will review and mark comments as required on a single scanned electronic copy of the material and return them to the Supplier
-

- indicating "no apparent errors", "apparent error noted", "rejected - see remarks", or "revise and resubmit". Review of Supplier's shop drawings by the Consultant shall not relieve the Supplier of the responsibility for the correctness thereof nor for the results arising from any error or omission in details of the design. Resubmit all drawings marked "rejected - see remarks" or "revise and resubmit".
- 8.5 Review of shop drawings and acceptance of the equipment shall in any case be subject to final approval of the equipment and materials after they have been commissioned, all guarantees being fulfilled and the general operation of the equipment and materials having been found satisfactory by the Consultant.
- 8.6 After the drawings, information and material have been reviewed by the Consultant, no change shall be made in them without the Consultant's written permission. In the event of any alterations or changes being authorized, a single electronic file of each of the final drawings and specifications indicating these changes shall be immediately furnished at the Supplier's expense.
- 8.7 The Owner will not accept responsibility for cost of changes necessary if any equipment is fabricated without prior review of shop drawings. Review of shop drawings does not relieve the Supplier of responsibility to meet the requirements of the specifications.
- 8.8 The Supplier shall not ship for delivery any equipment to the job site until suitable reviewed shop drawings have been released by the Consultant, until required factory testing is completed and until the installing Contractor has requested shipment.
- 8.9 Material and drawing information to include:
- .1 Dimensional outlines, sections and detail of all equipment, anchor bolt location plan, size of recommended concrete equipment pad and required clearances.
 - .2 General assembly drawing with weights, service requirements, points of connection, flush water flow requirements, recommended clearances, and complete parts list.
 - .3 Information concerning any proprietary components outsourced and fitted, such as electric motors and other electrical devices, drive mechanisms, valves, controls and the like.
 - .4 Control panel or junction box layout drawing including block wiring diagram and Bill of Materials. Provide complete wiring and field interconnection drawings.
 - .5 Detailed instruction for the erection of equipment.
 - .6 Recommended spare parts.
 - .7 Detailed information on equipment lubricants.
- 8.10 The Supplier shall provide recommended spare parts within their scope of supply for pre-selected equipment. The cost to provide said spare parts shall be included in the price quoted in the Form of Quotation for pre-selected equipment.
- 8.11 The Supplier shall confirm what type and quantity of lubricants are required for the installation, startup and permanent operation of the pre-selected equipment. The installing Contractor will be responsible for supplying and installing such lubricants.
-

9.0 OPERATIONS AND MAINTENANCE MANUALS

- 9.1 The Supplier shall furnish operations and maintenance manuals containing information or specifying instructions for the following:
- .1 reviewed shop drawings;
 - .2 receiving, handling, storage;
 - .3 installation, alignment checks;
 - .4 electrical connections;
 - .5 instrumentation requirements;
 - .6 operation;
 - .7 servicing and maintenance procedures;
 - .8 relevant drawings;
 - .9 detailed spare parts list complete with current price list;
 - .10 safety instructions; and
 - .11 tests and Supplier inspection procedures.
- 9.2 A complete copy of the operations, installation, and maintenance information shall be provided in pdf file format on a clearly labelled CD. Provide three (3) copies of the CD.
- 9.3 Provide material not later than the date when installation of equipment will commence. Include cost of providing this material in quoted price for supply of equipment.

10.0 INSPECTION AT FACTORY/TOUR OF OPERATIONAL FACILITY

- 10.1 The Consultant or Owner may, before or after pre-selection of equipment has been made, inspect the manufacturing, assembling and testing facilities at the Supplier's factory or at the factory of a proposed sub-supplier of the Supplier, and be satisfied of the capability and facilities to manufacture and test the required equipment.
- 10.2 The Consultant or Owner may inspect the equipment or the process of manufacture or testing of the equipment at the Supplier's factory or at the factory of a sub-supplier of the Supplier at any reasonable time. The Consultant may notify the Supplier at any time of unsatisfactory materials, workmanship or processes.
- 10.3 The Supplier shall provide every reasonable facility, access and co-operation to assist the Consultant in carrying out inspection or testing at the factory or plant.
- 10.4 Alternatively, the Consultant may request inspection of an operational facility.
- 10.5 The Supplier is to provide a provisional cost for a tour of a factory/operational facility for up to three (3) individuals.
- 10.6 Shop tests shall not constitute a waiver of requirements to meet actual field operating conditions or relieve the Supplier of their responsibility.

11.0 TESTING

- 11.1 Where witnessed testing at the factory is specified, the Supplier shall give the Consultant reasonable written notice, with copies to the Owner
-

of the date when the equipment will be ready for such testing. Equipment is not to be delivered to the Site until such testing has been completed satisfactory, as specified.

- 11.2 Where certified factory testing of the equipment or any component part thereof is specified, the Supplier shall furnish copies of the required certified test reports, showing that the equipment complies with the specifications, to the Consultant and the Owner before the equipment is delivered to Site.

12.0 DELIVERY, STORAGE AND HANDLING

- 12.1 Ship all equipment completely assembled where possible. Ship large fabricated assemblies in sub-assemblies as large as practical from the point of view of moving them into and about the structures, and piece-marked to facilitate field erection.
- 12.2 The Supplier shall cooperate with the Contractor in the matter of packaging, time of delivery and shipping.
- 12.3 The Supplier shall quote a guaranteed delivery period from the date of the purchase order for each item of equipment for which a quotation is submitted.
- 12.4 The quoted delivery period shall allow for:
- .1 The time required by the Purchaser's official order to reach the Supplier by mail.
 - .2 A three (3) week period for Supplier to submit shop drawings.
 - .3 A four (4) week period for Consultant to review and comment on the Supplier's shop drawings for the equipment to be supplied.
 - .4 The Supplier will be entitled to an extension of the quoted delivery period on account of the following:
 - .1 The Consultant taking more than four (4) weeks to review and return to the Supplier the Supplier's shop drawings, provided that the excess time involved was not due to the shop drawings containing errors or omissions or not complying with the requirements of the specifications.
 - .2 Delay attributable to acts of God or other matters which were not the fault of the Supplier and over which the Supplier had no control provided that the Supplier or manufacturer took all possible action to reduce delays and notified the Owner promptly of the occurrence of such delays.
 - .5 Delivery of anchor bolts and parts to be embedded which are required in advance of taking delivery of equipment shall be made when required by the Purchaser.
- 12.5 The equipment and appurtenances shall be delivered to the Site of the work in a condition satisfactory to the Consultant and the Owner and any omissions, discrepancies or damage evident on delivery shall be made good by the Supplier.
- 12.6 The Contractor at the Site shall sign the carrier's pro bill to indicate receipt of the required number of crates, packages, and shall note any apparent shortages of or visible damage to such crates and packages. The Supplier shall furnish to the Contractor lists showing the contents of the crates and packages available at the job site when delivery of the
-

equipment and appurtenances is made. Within seven (7) days after the date of delivery to the job site, the Contractor will notify the Supplier in writing of shortages or damage in the equipment delivered.

13.0 SERVICES REQUIRED AT SITE

- 13.1 The Supplier shall supply the services of a competent, factory-trained technical representative for the minimum period specified in the technical specification, at no additional cost to the Contract, to commission the equipment. Additional commissioning service shall be at the quoted price per day as outlined in the Form of Quotation.
- 13.2 The technical representative shall provide the services stated in the relevant technical sections and shall operate and demonstrate the equipment to the Owner's operating and maintenance staff.
- 13.3 The Supplier shall provide to the Consultant, a letter or certificate stating that the qualified representative has found the installation to be in accordance with the manufacturer's requirements.

14.0 EVALUATION OF QUOTATIONS

- 14.1 Quotations will be evaluated based on durability and reliability of equipment construction, information submitted with the quotation, control methodology, infrastructure requirements, capital and installation cost, operating and maintenance cost, performance records and references, Canadian and local content, and other factors, which may affect the overall cost and performance of the final product.

15.0 NOTIFYING RESULTS

- 15.1 When the selection of equipment has been made, the Consultant will send to each of the Suppliers who submitted a valid quotation, a letter notifying them of the outcome of the selection process. Detail pricing and proposal information of the selected equipment will not be made available to non-successful suppliers.

16.0 AMENDMENT OR WITHDRAWAL OF QUOTATION

- 16.1 Quotations may be amended or withdrawn prior to the closing date by sending amendment via fax: (902) 464-0161 or e-mail: jlking@hrrsb.ca
- 16.2 Head amendment or withdrawal as follows: "Amendment/Withdrawal of Quotation for Equipment, Halifax Regional School Board, Sambro Elementary School Wastewater Treatment System Replacement, Quotation for Equipment, Quotation #3877". Sign and seal as required for Quotation, and submit at address given for receipt of quotations prior to time of closing.
- 16.3 It is recommended that the intention to submit an amendment to the Quotation be conveyed to the Purchasing Manager prior to making the submission.
-

16.4 An amendment of Quotation shall show the amount to be added to or subtracted from the bid price for items.

17.0 INFORMAL OR UNBALANCED QUOTATION

17.1 Quotations, which in the opinion of the Owner are considered to be informal or unbalanced, may be rejected.

18.0 RIGHT TO ACCEPT OR REJECT ANY QUOTATION

18.1 The Owner will select a Supplier based on the total technical, delivery, warranty and commercial content of the tender packages. The low quotation will not necessarily be selected by the Owner. The Owner reserves the right to reject any or all Quotations.

18.2 A quotation is binding and irrevocable on the Supplier(s) submitting the quotation until such time as he/she receives formal notification by mail or e-mail of the acceptance or rejection of his/her requires of proposal.

18.3 The Owner reserves the right, in the event that the successful Supplier fails to comply with the conditions as listed, to cancel any agreement in place regarding this proposal and award it to another Supplier without penalty or action against the Owner.

19.0 PROPRIETARY INFORMATION

19.1 The Owner may reproduce any of the Supplier's quotation and supporting documents for internal use or for any other purposes required by law.

19.2 If the Supplier includes proprietary information in the quotation response, it must be marked as such. The Owner will take all reasonable steps to prevent disclosure of this information, prior to the award of the contract, however, please be advised that the successful proposal may be disclosed and treated as a public document at a regular meeting of the Board, if required.

19.3 Information about the Owner obtained by a Supplier through this quotation process must not be disclosed unless authorized by the Owner. It is agreed that this obligation of confidentiality will survive to the termination of the request for quotation process and any contract that might arise between the parties.

19.4 This Quotation document is the property of the Owner and is not to be copied or distributed without the prior written approval of the Owner.

20.0 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

20.1 The General Conditions of the Construction Contract will be based on CCDC 2 - 2008 Stipulated Price Contract published by Canadian Construction Document Committee. The Supplier should review the CCDC 2 - 2008 prior to the Closing date.

- 20.2 The General Conditions of the Construction Contract will be amended with Supplementary General Conditions. A copy of Supplementary General Conditions typically used by the Owner is appended to this Quotation Document as Appendix A. The Supplier should review this Supplementary General Conditions section prior to Closing date.
- 20.3 The General Conditions of the Construction Contract and its Supplementary General Conditions, which will be part of the Contract between the Owner and the Contractor, will govern the relationship between the Contractor and the Supplier.
- 20.4 If differences arise between the CCDC 2 - 2008 and the actual General Conditions for the executed Construction Contract between the Owner and the Contractor and if these differences result in an increase or decrease in the price charged by the Supplier or the delivery of the equipment, then the Supplier shall notify the Contractor and the Consultant promptly. Any change in price or delivery shall be claimed by the Supplier through the Contractor. If, in the opinion of the Owner, the price or delivery change will be such as to affect the relative standing of the pre-selected equipment in relation to equipment offered by other Suppliers, the Owner may at its discretion, and provided that a written order has not already been placed for the said pre-selected equipment, reject the pre-selected equipment and direct that other equipment will be ordered instead.

21.0 GEOTECHNICAL INFORMATION

- 21.1 A Geotechnical investigation has been carried out for the Site. Geotechnical Report titled "Geotechnical Investigation - Proposed Wastewater Treatment Plant Sambro Elementary School, Sambro, NS" dated July 14, 2016 by Conquest Engineering is available for viewing at the offices of the Consultant upon request. Any interpretation or extrapolation of its contents are at sole discretion of the Supplier and the Consultant will not be held liable from such interpretations and extrapolations.

1.0 SALUTATION

1.1 To: Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, Nova Scotia
Canada B3B 1X7

Attention: Jennifer King, Buyer

1.2 For: Halifax Regional School Board
Sambro Elementary School
Wastewater Treatment System Replacement
Quotation #3877

1.3 From: _____

2.0 DECLARATION

We, the undersigned Supplier, having carefully examined the Quotation Documents in respect to quotations for the equipment listed in the Form of Quotation, and Specifications herewith submit in accordance with the terms set out in the documents our quotation for the specified equipment.

We agree that, in case of any conflict between the terms and conditions set out in our accompanying quotation and the terms and conditions set out in the quotation documents, the provisions of the quotation documents shall take precedence and shall govern.

We declare that our quotation for the equipment is made without any connection, comparison of figures, or arrangements with or knowledge of any other corporation, firm or person making a quotation for similar equipment for this project and is in all respects fair, without collusion or fraud.

We undertake to keep our quotation valid and open for acceptance for a period of 120 days after the closing date for submission of quotations, and to make the equipment quoted on hereunder, or any item thereof available for sale to the Owner during the said period at the price and delivery stated herein.

3.0 DESCRIPTION OF EQUIPMENT AND EXPERIENCE

3.1 Particulars of Equipment Suppliers Recent Installations

(1) Owner: _____
Owner Representative (Contact Name): _____
Phone No.: _____
Brief Description: _____

Date: _____
Approx. Value: \$ _____

(2) Owner: _____
Owner Representative (Contact Name): _____
Phone No.: _____
Brief Description: _____

Date: _____
Approx. Value: \$ _____

(3) Owner: _____
Owner Representative (Contact Name): _____
Phone No.: _____
Brief Description: _____

Date: _____
Approx. Value: \$ _____

3.2 Description of Equipment Including Local Content and/or Local Manufacturing if Applicable.

4.0 QUOTATION BREAKDOWN

The prices quoted shall be in Canadian dollars and shall include and cover all provisional sums; all duties, and handling charges, transportation to the Site and all other contingencies. Prices exclude Harmonized Sales Tax.

4.1 Name of Firm Quoting _____

Section No. _____

Section Title _____

Name of System _____

- .1 Preparation and submission of all Required shop drawings and product Information: \$ _____
- .2 Equipment Price complete as specified (excluding cost of shop drawings): \$ _____
 - (a) Duty chargeable at closing included above: \$ _____
 - (b) Foreign Exchange Rate Applicable at closing included above: \$ _____
- .3 Price for recommended spare parts. Provide separate list with your Submission (Provisional): \$ _____
- .4 Price for tour of factory/operational facilities (Provisional): \$ _____
- .5 Delivery Period: _____ weeks
- .6 Inspection of Installation, field Testing and maintenance instruction, Including travelling and other expenses for each 8 hour day in excess of that specified: \$ _____ per day

5.0 PAYMENT SCHEDULE

5.1 Payment for equipment will be through the successful Contractor and claimed by way of submission of approved progress claims.

5.2 Equipment payment will be allowed for at the following milestones during the execution of the General Contract:

- .1 20% due upon the issuance of approved shop drawings.
- .2 50% due upon delivery of equipment to the construction site.
- .3 20% due upon installation of equipment into the works of the treatment plant.

Halifax Regional School Board
Sambro Elementary School
Wastewater Treatment
System Replacement
Quotation #3877

Form of
Quotation

Section 00 41 01
Page 4

February 2017

.4 10% due upon successful completion of trial testing,
commissioning and operator training.

Signature of Supplier

Name and Title (Printed)

6.0 SIGNATURE

DATED THIS _____ DAY OF _____, 20____.

Name of Firm Quoting

[Seal]

Address

Telephone

Address

Fax

Signature

Name and Title (Printed)

Signature

Name and Title (Printed)

Witness

Name and Title (Printed)

*NOTE: Quotations submitted by or on behalf of any Corporation must be signed in the name of such corporation by a duly authorized officer or agent, who shall also subscribe own name and office. Affix seal.

PART 1 - GENERAL

- 1.1 WORK INCLUDED .1 This Section specifies requirements for supplying precast concrete process tanks. Work includes supplying and transporting precast concrete sections, risers, all appurtenances metal castings and testing.
- 1.2 RELATED WORK .1 Packaged Wastewater Treatment Equipment: Section 44 42 11.
- 1.3 REFERENCES .1 ASTM D698-2012, Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft² (600 kN-m/m²)).
- .2 CAN/CSA B66-2010, Design, Material and Manufacturer Requirements for Prefabricated Septic Tanks and Sewage Holding Tanks.
- .3 CSA A23.4-09(R2014), Precast Concrete, Materials and Construction.
- 1.4 SHOP DRAWINGS .1 Submit shop drawings in accordance with Section 00 21 14.
- .2 Submit manufacturer's test data and certification that materials meet requirements of this section. Include manufacturer's drawings, information, size of components, dimensions and details where pertinent.
- 1.5 HANDLING AND STORAGE .1 Prevent damage to materials during storage and handling.
- .2 Store gaskets in cool location out of direct sunlight, and away from petroleum products.
-

PART 2 - PRODUCTS

2.1 MATERIALS

- .1 Septic Tanks:
 - .1 To CAN/CSA B66.
 - .2 Joints: watertight using butyl rope or equivalent.
 - .3 Septic Tank: 15,900L capacity with three (3) risers to surface, complete with riser adapters as required.
 - .4 Recirculation Tank (if required): 4750L capacity with three (3) risers to surface (complete with riser adapters as required, without a partition.
- .2 Acceptable Products: Shaw, Stresscon, Campbell's or approved equivalent.

PART 3 - EXECUTION

3.1 DELIVERY

- .1 Coordinate delivery to the Site with the Consultant and the installing Contractor.
- .2 Inspect, jointly with the Consultant and the installing Contractor, the precast structures upon arrival to the Site. Repair or replace any damaged units at no additional expense to the Contract.

3.2 INSTALLATION

- .1 Installation will be done by others.

PART 1 - GENERAL

1.1 WORK INCLUDED

- .1 This Section specifies requirements for supplying the recirculating textile filter packaged wastewater treatment equipment to suit the Site constraints and as specified. This includes commissioning and confirming the installation. Coordinate the delivery of the equipment with the Consultant and the installing Contractor.

1.2 REFERENCES

- .1 ASTM A123-2015, Standard Specification for Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.
- .2 ASTM D698-2012E1, Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (600 kN-m/m³).
- .3 ASTM D1785-2015, Standard Specification for PolyVinyl Chloride Plastic Pipe.
- .4 ASTM D3034-2016, Standard Specification for Type PSM PolyVinyl Chloride Sewer Pipe and Fittings.
- .5 ASTM D2321-2014A, Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.

1.3 DESIGN
PARAMETERS

- .1 Site power supply available: 120V single phase or 208V three phase (preferred). Site currently has 30A capacity and up to 60A is available.
- .2 Sewer invert elevation and outfall elevation is shown on Drawing SK-01, which included herein as an attachment to this section.
- .3 Area of Site available is shown on Drawing SK-01. All equipment must fit inside this area and must be accessible, operable and maintainable with a chain link fence installed on the perimeter of this area.
-

- .4 Average design wastewater flow: 2.5 m³/d (650 USgpd).
- .5 Peak wastewater flow = 5 m³/d (1300 USgpd).
- .6 Waste Type: typical school wastewater with septic tank.
- .7 Influent BOD: approx. 300mg/L
- .8 Effluent to be discharged to existing marine outfall, with the following effluent objective:
 - .1 BOD: 20 mg/L.
 - .2 TSS: 20 mg/L.
 - .3 E.Coli: 200 count/100mL
 - .4 pH: 6.5-9.

1.4 SUBMITTALS

- .1 Submit in accordance with Section 00 21 14.
- .2 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for all equipment and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Shop Drawings:
 - .1 Submit shop drawings including:
 - .1 Design calculations for items designed by manufacturer.
 - .2 Finishing schedules.
 - .3 Methods of handling and erection.
 - .4 Storage facilities.
 - .5 Openings, sleeves, inserts and related reinforcement.

1.5 DELIVERY,
STORAGE AND
HANDLING

- .1 Deliver, store and handle materials in accordance with manufacturer's written instructions. Coordinate delivery with the Consultant and the installing Contractor.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address, unload, store and protect on-site.

- .3 Storage and Handling Requirements:
 - .1 Store materials in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
 - .2 Store and protect Equipment from nicks, scratches, and blemishes.
 - .3 Replace defective or damaged materials with new.

PART 2 - PRODUCTS

2.1 METALS

- .1 Stainless steel: Type 316.
- .2 Steel: to CSA G40.21, 300W.
- .3 Galvanizing: non-stainless steel metal components to be galvanized by hot-dip method with minimum zinc coating of 600 g./m² conforming to ASTM A123.

2.2 TREATMENT UNITS

- .1 Treatment units: prefabricated package treatment system to treat wastewater as defined in subsection 1.3 above.
 - .2 Provide treatment unit(s) complete with FRP enclosure, concrete utility vault or shed as required and have access covers to allow for visual inspection of entire media surface. Secure the access covers to the unit(s) with stainless steel fasteners.
 - .3 Media to be synthetic type. Spray nozzles must be removable. Inlet piping to have a ball valve and pressure gauge connection for use in setting inlet pressure. Provide an active ventilation system complete with heater and carbon filter. Provide three (3) replacement carbon filters, or bulk carbon as appropriate for three (3) replacements of carbon media.
 - .4 Acceptable manufacturers: Orenco, Waterloo Biofilter, Quanics.
-

2.3 RECIRCULATING AND
DISCHARGE PUMP SYSTEMS

- .1 Pumping System: Packages which do not require effluent discharge pumps are preferred.
 - .1 Submersible effluent duplex pumps for recirculation and if required, discharge: max. 1/2 Hp, to suit site electrical supply, and rated for a minimum 300 on/off cycles per day.
 - .2 Pumps housed in filtered pump vault if recommended by the manufacturer. Refer to subsection 2.4 herein.
- .2 Pump discharge assemblies to be suitable for operation in winter conditions. Provide barbed fitting and tubing to direct drain back flow into tank. Make connections to the pump discharge and the pressure sewer with PVC Schedule 40 unions. Provide the configuration such that the pumps may easily be removed.
- .3 Pump Power Cable: factory fitted with 6m power cable.
- .4 Pump to have built-in thermal overload protection and current sensors in the control panel.
- .5 Pumps to be UL and CSA listed as an effluent pump and be provided with a non-prorated, five year warranty.

2.4 EFFLUENT FILTERS

- .1 Supply septic tank effluent filter and, if recommended, pump vault filter complete with handle and rail mounted to allow easy removal from finished grade, including all accessories and apparatus.
- .2 Filter must be capable of removing all solids greater than 3mm in size at designed flow conditions. Size filter to allow for removal by one person once a year for cleaning.
- .3 Locate filter inlet holes at 50% of liquid depth.
- .4 Provide float switch to detect high liquid level indicating dirty filter and give high level alarm signal.

2.5 ACCESS RISERS
WITH ACCESS LIDS

- .1 Risers: ribbed PVC or HDPE to CSA B182.4. Allow for 1.2m length (to be confirmed on shop drawings) and a 750mm diameter, unless otherwise recommended by the manufacturer. Provide complete with bolt-down access lids.
 - .1 Supply three (3) risers for septic tank, three (3) risers for recirculation tank (if required) for treatment unit(s) as recommended by the manufacturer, one (1) for flow meter and one (1) for UV system.
- .2 Access lids: constructed of fibreglass, or reinforced polyester, or PVC. Provide a gasketed watertight fit on the top of the riser and at connection to tank, and provide four (4) stainless steel bolts to secure each lid as well as 50mm insulation fastened with stainless steel fasteners.
- .3 Where piping penetrates the access risers, seal the penetration using grommets of a diameter equivalent to that of the pipe.
- .4 Acceptable Products: Orenco Systems Inc., Quanics, Polylok, Soleno, or approved equivalent.

2.6 FLOAT SWITCHES

- .1 Provide one (1) float switch to signal high level alarm in septic tank, and four (4) float switches in recirculation tank to control pumps (off, on/off, override, high level alarm).
- .2 Mechanical type with small drawdown
- .3 Supply float switches with 6m cables, intrinsically safe.
- .4 Floats may be mounted as single assembly on float stem with float collars, or top mounted.
- .5 One (1) SPDT contact, rated for at least 5 amps at 120 VAC (continuous use).

2.7 RECIRCULATION
SPLITTER VALVE

- .1 Provide splitter valve if required. Valve to be corrosion resistant. Provide Schedule 40 PVC unions and couplings to match treatment

system effluent piping. Valve to direct all flow to recirculation tank at low flows and discharge 20% to effluent at high flows.

2.8 VALVES

- .1 Ball Valves: PVC body with EPDM seals and PTFE seats. True union design rated at 150 psi.
- .2 Ball Check Valves: PVC body with EPDM seals. True union design rated at 150 psi, but operable at low head (3-30 ft).
- .3 Gate valves: high impact PVC type II body with polypropylene paddle and non-rising stem.

2.9 FLOW INSTRUMENTS

- .1 Magnetic flow meter as specified below.
 - .1 Flow tube must be hard rubber of the "formed" type, complete with SS grid backing. Flow tube diameter to suit typical effluent flow rate.
 - .2 Minimum 316 SS, self-cleaning electrodes.
 - .3 Supply grounding hardware in accordance to manufacturer's recommendations.
 - .4 Provide flow tube to be complete with remote flow transmitter.
 - .5 Flow tube to have a minimum enclosure rating of NEMA 6P. Flow transmitter to have a minimum NEMA 4X rated enclosure.
 - .6 Flow transmitter to be programmable locally using keypad via simple menu-driven software, and to be complete with integral display showing flow rate with engineering units, and totalized flow.
 - .7 Online diagnostics of flow sensor and electronics, including process checks, linearity and calibration checks. Operator alarm notification via transmitter display, relay outputs, and output signal (4-20 mA upscale/downscale manipulation).
 - .8 4-20 mA output of flow rate, self-powered, isolated. Frequency pulse output (dry contact) for flow totalization.
 - .9 Minimum system flow accuracy to $\pm 0.5\%$ of reading.
 - .10 Have adjustable damping ability.
 - .11 An adjustable low flow cutoff.
 - .12 Transmitter language to be English.
 - .13 Flow instrument to be enclosed in a 760mm
-

diameter access riser with cover. The riser and lid combination must be watertight, secured with four (4) stainless steel bolts and have 50mm of rigid closed-cell insulation mechanically fastened with corrosion-resistant fasteners to lid.

.14 Acceptable manufacturers: ABB, Siemens, Foxboro, Krohne, Rosemount, or approved equivalent. Inclusion in this list does not exempt the requirement that any proposed model must be compliant with the above equipment specifications.

2.10 TREATMENT
SYSTEM CONTROL
PANEL

.1 Provide RTF system controls in an insulated stainless steel NEMA 4X enclosure suitable for post-mounting outdoors. Power supply is to match design parameters in subsection 1.3 herein, provided by others.

- .2 Control panel to be assembled as follows:
- .1 Panel to have inner swing door, through which the HMI, Reset buttons, data port, GFI receptacle and door disconnect are mounted.
 - .2 Enclosure to contain a main fuse type disconnect, motor starters, primary and secondary fused control transformers, microprocessor, anti-condensation heater, GFI receptacle, and all associated control components. Provide module for internet connection to School.
 - .3 Panel to have HAND/OFF/AUTO selector switch for each pump. In AUTO, start/enable command initiated from microprocessor.
 - .4 The control panel microprocessor and I/O cards must have the ability to communicate via an Ethernet communications network or serial communications with Modbus RTU protocol. Include surge and lightning protection for the processor and field I/O power supplies. Provide I/O cards. Adequate digital and analog I/O for this process plus 25% spare for each I/O type (provide a minimum of 4 spare for each I/O type). Wire I/O to an identified field wiring terminal strip.
 - .1 Provide the Owner with the latest electronic copy of the PLC logic.
 - .5 Control panel to contain a panel-mounted local operator interface to facilitate local
-

control (start/stop, set point adjustments, etc.), monitoring (equipment and process status), and troubleshooting (alarms, diagnostics, etc.) of the RTF treatment system equipment and controls. Interface to be accessible by operator without opening inner swing door.

.6 Recirculation System Control:

.1 Control panel microprocessor to control the timed and intermittent filter dosing and recirculation of effluent through the treatment units by activating the recirculation pumps in response to a timer and level control float inputs. Recirculation will be accomplished by pumping in an alternating duplex fashion on a timer with off, on, override, and high level alarm control floats. All timer functions must be capable of automatic trending and adjustment by the panel or manual operation and adjustment by the operator.

.2 UV alarm to be monitored and displayed on the HMI.

.3 Panel to monitor flow meter output, summarizing and data logging daily totalized flow while also displaying real-time or frequently updated flow readings on the system's HMI.

.7 Vendor to provide all system control and operator interface programming.

.8 All components must be NEMA design as manufactured by Square D or Allen Bradley, including door mounted pilot devices. Include motor current monitoring. All components must be CSA approved.

.9 Provide a main, heavy duty, fused disconnect switch for disconnection of power to the main control panel. Disconnect switch to be a quick-make, quick-break type of ampere rating and number of poles to match the load requirements of the control panel. Fuse holders must be suitable without adapters for the size and type of fuse installed. The disconnect switch must be operable from either the front or side without opening the enclosure inner door and there must be provision for padlocking the disconnect switch

in the off position by a minimum of three padlocks. Disconnect switch to have a defeatable door interlock to prevent the inner door from opening when the operating handle is on.

.10 Motor starters to be single phase magnetic starters, sized in accordance with manufacturer's instructions for the motor being controlled. Motor starters must be NEMA design. IEC equipment or half size motor starters are not acceptable. Motor starters to have a 120V, 60 Hz operating coil and have a minimum of one (1) spare normally open and one (1) spare normally closed run contact. Overload relays must be solid state with visible trip indication, adjustable overload protection, phase loss protection and ground fault protection. Re-settable without opening the inner door.

.11 Control transformers must have primary and secondary fuses. Transformer VA rating shall have 50% extra capacity in excess of the total operating requirements. Secondary fuses shall be HRC, Class CC. Primary fuses to be HRC, class J.

.12 Power fuses must be high rupturing capacity (HRC) type, minimum 200 kA interrupting rating (momentary RMS symmetrical). Use Class J, fast acting type for the main disconnect switch and for non-motor load circuits. Use Class J, time delay type (capable of carrying 500% of its rated current for 10 seconds minimum) for motor loads.

.13 Provide Phoenix UK5N or equal field wiring terminal strips. Colour code and identify all interwiring at both ends.

.14 Provide black and white phenolic name tags for inner door mounted devices.

.15 Provide recommended spare parts.

.16 Operator interface shall include the following as a minimum:

.1 Messages with multi-character display.

.2 Interface to display switches, timers, counter, lights, and alarm indication.

.2 Clearance of all microprocessor faults without use of external

- programmer.
- .3 Display flow rate and daily totalized flow.
 - .4 Display system status parameters including but not limited to alarm status and history, pump status, float status, pump run times, pump cycle counts, average recirculation flow, discharge flow, daily average pump amp draw and UV status alarm.
 - .5 Log system parameters and operational data for one (1) year, and allow operator to download data using data port mounted through inner door, in readily accessible file format.
 - .6 Display motor run time in hours and pump start counters for all unit motors. Hour and start counter shall be pass-code non-resettable.
 - .7 Pump timer settings for normal and override conditions to be fully adjustable by operator and also automatically adjustable based on flow trending.
 - .8 Display specific alarm condition in words to facilitate troubleshooting.
 - .9 Alarm silence and alarm reset pushbuttons.
 - .10 Programming with security pass-code.
 - .17 Control panel functions and displays must be remotely accessible to allow operator to operate plant through Ethernet connection to internet.
 - .1 All data must be viewable and all adjustable parameters must be adjustable through remote, password-secured connection.
 - .2 Alarms must be automatically called out to operator.
 - .3 No proprietary computer software needed for remote monitoring and control.
 - .18 Submit with the quotation, a written description of the system operation.
 - .19 Provide shop drawings that include a dimensional drawing of the outer and inner door, a single line diagram and a complete set of component shop drawings.
-

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION.1
ASSISTANCE

- .1 Handle and install equipment in strict accordance with manufacturer's instructions. Issue instructions at time of shop drawing issue and make available on site when required.
- .2 Provide concrete equipment attachments as required by the equipment and as shown on the Drawings.
- .3 Provide small connecting pipework, fittings and valves whether shown on the Drawings or not but required for proper functioning and servicing of the equipment. Do work in accordance with the manufacturer's instructions at no additional cost to the Contract. Where pipe is connected to equipment, fit pipe in a manner such that neither pipe nor equipment is strained during the joining procedure.

3.2 LUBRICATION

- .1 Provide complete initial lubrication of all equipment in accordance with the equipment manufacturer's recommendations.

3.3 RESPONSIBILITY
OF TEMPORARY TRIAL
USAGE

- .1 Obtain written permission from the Consultant to use and test permanent equipment and systems prior to acceptance by the Consultant.
 - .2 The guarantee period must not be affected by temporary trial use of the equipment.
 - .3 Clean and renew equipment and systems used before acceptance. Restore to original or new working condition.
 - .4 Protect equipment and systems openings from dirt, dust and other foreign materials during temporary usage.
-

3.4 INSPECTION,
TESTING AND
START-UP

- .1 Assist the installing Contractor by providing the services of competent servicemen, mechanics or other trained personnel of the equipment supplier's or manufacturer's to check the complete installation and be present for start-up of the equipment. Submit a written report signed by the equipment manufacturer's representative to the Consultant stating the following:
 - .1 That a satisfactory installation of equipment has been performed and outlining any modifications that have been made as a result of the commissioning or testing of the equipment at no additional cost to the Contract.
 - .2 That the equipment is now ready for permanent operation;
 - .3 Test installed equipment with actual plant operation to verify hydraulic balancing, head loss and effluent quality. Sampling to demonstrate effluent quality shall be performed 4-6 weeks after initial commissioning. Make adjustments required to place equipment into operation and to optimize the treated water quality.
- .2 The equipment manufacturer's representative will fully instruct the permanent operator of the equipment in the proper operation and maintenance of all equipment at no additional cost to the Contract.
- .3 Advise in writing at least one (1) week in advance of the proposed date for testing and start-up. Conduct all tests in the presence of the Consultant.
- .4 Replace defective material or equipment with new material or equipment. Bear costs including re-testing and repairing.
- .5 A minimum period of four (4) days on site for skilled supervision and instruction and a minimum of two (2) trips to the site should be assumed by the equipment manufacturer. Provide as many trips and days on site to complete the installation and put the equipment into satisfactory operation, including time at site required to inspect the progress of the

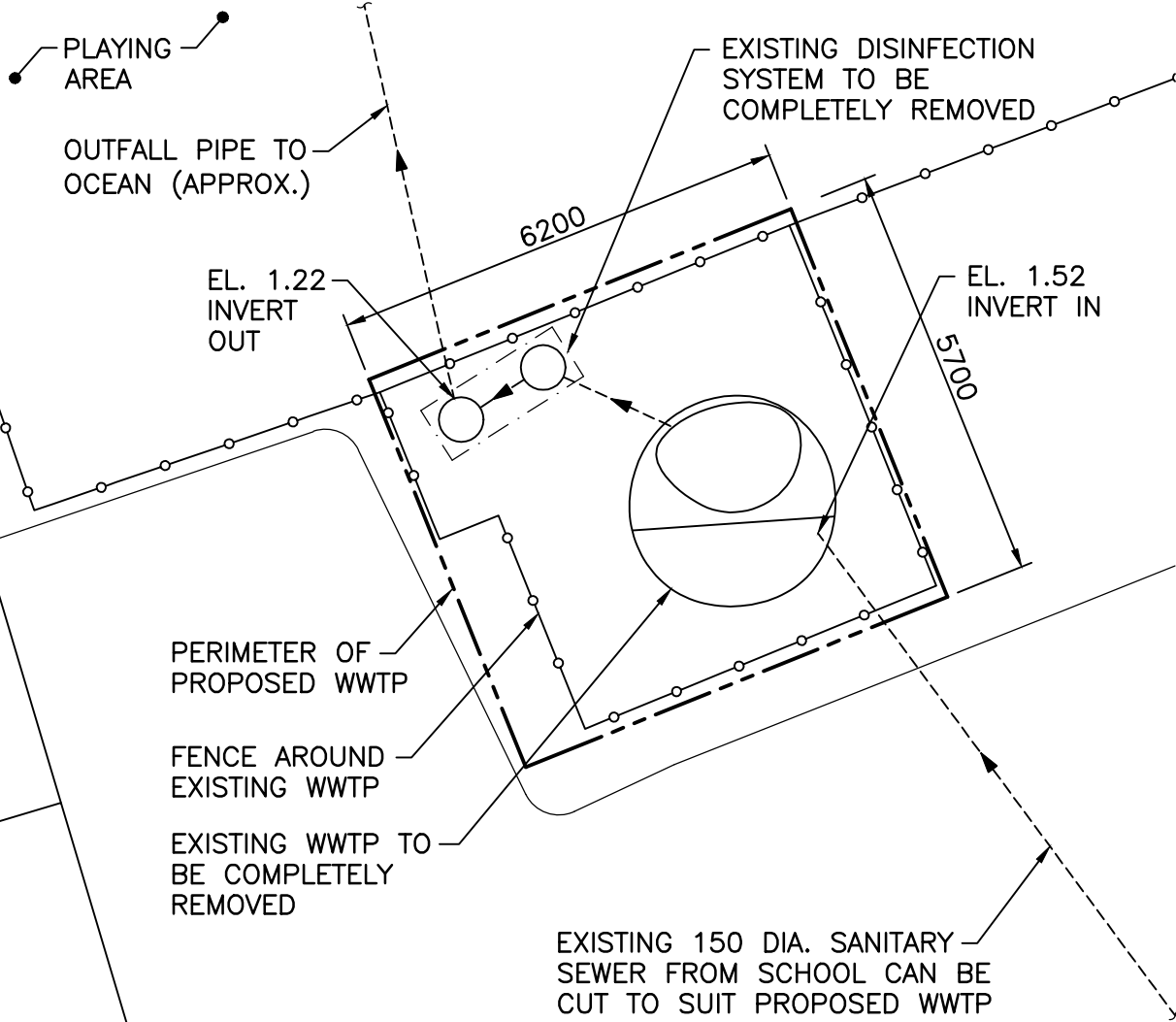
construction works as it pertains to said equipment.

.6 Provide training and demonstration of the equipment to the facility's maintenance staff.

3.5 IDENTIFICATION

.1 Locate manufacturer's nameplates so that they are easily read. Do not paint over plates.

DRAWING_NAME: K:\PROJECTS\160818.02 HRSB-DESIGN AND TENDER SAMBRO ELEMENTARY\20 CAD\01 CIVIL\160818.02-SK01.DWG LAYOUT_NAME: SK01 PLOT_DATE: August-10-16 4:17:02 PM CAD_OPERATOR: MALLISON



NOTES:

1. SITE POWER SUPPLY AVAILABLE: 208 VAC 3 PHASE (PREFERRED) OR 120 VAC 1 PHASE. SITE POWER CAPACITY 30 AMPS BUT COULD BE UPGRADED TO 60 AMPS IF REQUIRED.
2. REQUIRED TREATMENT PLANT PACKAGE IS DESCRIBED IN THE REQUEST FOR QUOTATIONS "SAMBRO ELEMENTARY SCHOOL WASTEWATER TREATMENT SYSTEM REPLACEMENT 160818.02Q".

Date AUG 2016	Scale 1:100	Designed SHE	Drawn MAA	Checked -	Approved -	CBCL No. 160818.02	Contract -
------------------	----------------	-----------------	--------------	--------------	---------------	-----------------------	---------------

SAMBRO ELEMENTARY SCHOOL
WASTEWATER TREATMENT SYSTEM REPLACEMENT

PROPOSED SITE LAYOUT

Sketch

SK01

APPENDIX A

**HRSB SUPPLEMENTARY GENERAL CONDITIONS TO
CCDC 2 - 2008:**

CCDC2 – 2008 – Supplementary General Conditions

The Canadian Standard Construction Document for Stipulated Price Contract (CCDC 2, 2008 version), Definitions and General Conditions governing same, shall be used by the project. The following Supplementary General Conditions are intended to supplement or amend the General Conditions, and where conflicts occur, the Supplementary Conditions shall take precedence.

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

ARTICLE A-5 PAYMENT

Delete paragraph 5.1 in its entirety and insert:

5.1 "Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10%) including the HST (Harmonized Sales Tax), the Owner shall:"

- .1 Make progress payments to the Contractor on account of the Contract Price (work performed) when due in the amount certified by the Consultant together with Value Added Taxes as may be applicable to such payments, and
- .2 Upon Substantial Performance of the Work as certified by the Consultant, pay to the Contractor the unpaid balance of monies then due, excepting that amounts as certified by the Consultant to rectify deficiency items, or incomplete portions of individual work items may be retained by the Owner pending Total Performance of the work or other authorization for the release by the Consultant, and
- .3 Upon Total performance of the Work as certified by the Consultant pay to the contractor the unpaid balance of monies due together with such Value Added Taxes as may be applicable to such payment.

Change 5.3.1 (1) to read: "1% per annum above the prime rate."

Delete 5.3.2 (2) in its entirety.

DEFINITIONS

Add subparagraph 19a to definitions:

19a. Submittals

Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

- 1 Shop Drawings, samples, models, mock-ups to include details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
- 2 As-built drawings and manuals to provide instructions to the operation and maintenance of the Work.

GC 1.1 CONTRACT DOCUMENTS

Add to the end of subparagraph 1.1.2.2:

1.1.2.2 Except where the Consultant shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3.

Add subparagraph 1.1.7.5:

1.1.7.5 Should conflicts occur between Contract Documents and any work is done without consulting the Consultant for his decision, the Contractor shall assume full responsibility.

Add subparagraph to 1.1.7.6:

1.1.7.6 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the Contract Documents.

Delete paragraph 1.18 in its entirety and insert:

1.18 "The Contractor will be provided with up to a maximum of ten (10) copies, without charge, of the Contract Documents or parts thereof for the performance of the work. Extra copies may be obtained for cost of printing and mailing."

GC 2.4 DEFECTIVE WORK

Add new subparagraphs 2.4.1.1 and 2.4.1.2:

2.4.1.1 The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Consultant.

2.4.1.2 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day to day operation of the Owner.

GC 3.1 CONTROL OF THE WORK

Add new paragraph 3.1.3:

3.1.3 Prior to commencing individual procurement, fabrication, and construction activities, the Contractor shall verify, at the Place of work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the Consultant before proceeding with any part of the affected work.

GC 3.4 DOCUMENT REVIEW

Delete paragraph 3.4.1 in its entirety and substitute new paragraph:

3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant and error, inconsistency or omission the Contractor may discover. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not have reasonably have discovered. If the Contractor does discover any error, inconsistency, or omission in the Contract Documents the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Consultant.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

Add the following paragraph 3.7.7:

- 3.7.7 A copy of the agreement between Contractor and any subcontractor(s) shall be provided to the Consultant if so requested.

GC 3.8 LABOUR AND PRODUCTS

Add the following paragraph 3.8.4:

- 3.8.4 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

GC 3.10 SHOP DRAWINGS

Add the words “AND OTHER SUBMITTALS” to the Title after SHOP DRAWINGS in GC 3.10.

Add “and submittals” after the words “Shop Drawings” in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11 and 3.10.12.

Delete 3.10.3 in its entirety and substitute new paragraph:

- 3.10.3 Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and any Submittals.

Add the following subparagraph 3.10.6.1:

- 3.10.6.1 The following paragraph shall apply to each shop drawing and submittals reviewed in connection with the project. This review shall not mean that the Consultant approved the detailed design inherent in the shop drawings, responsibility for which shall remain with the Contractor submitting same. The Contractor is responsible for information that pertains solely to fabricated processes or to techniques of construction and installation, and for coordination of the work of all sub trades.

Delete and insert the words in paragraph 3.10.12

3.10.12 “with reasonable promptness so as to cause no delay in the performance of the Work” and replace with “within ten (10) working days or such longer period as may be reasonably required”

PART 3 EXECUTION OF THE WORK

Add new GC 3.14 as follows:

GC 3.14 CONTRACTOR RESPONSIBILITY FOR WATER TIGHTNESS

GC 3.14.1 The drawings and specifications are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the contractor is in the best position to verify that all construction is completed in a manner which will provide a watertight structure. The contractor has the sole responsibility for ensuring the watertight integrity of the structure.

Add new GC 3.15 as follows:

GC 3.15 PERFORMANCE BY CONTRACTOR

GC 3.15.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor’s obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any products, personnel, or procedures which it may recommend to the Owner.

The Contractor further represents, covenants and warrants to the Owner that:

1. The personnel it assigns to the Project are appropriately experienced;
2. It has sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner’s approval, in the event of death, incapacity, removal or resignation.

GC 4.1 CASH ALLOWANCES

Delete paragraph 4.1.4 in its entirety and substitute:

4.1.4 Where cost under a cash allowance exceed the amount of the allowances, unexpended amounts from other cash allowances shall be reallocated at the *Consultant's* direction to cover the shortfall.

Delete paragraph 4.1.5 in its entirety and substitute:

4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order.

Delete paragraph 4.1.7 in its entirety and substitute:

4.1.7 At the commencement of the work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items call for under cash allowances and items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work.

Add new paragraph 4.1.8:

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.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete section GC 5.1 in its entirety.

GC 5.2 APPLICATION FOR PROGRESS PAYMENT

Add the following at the end of paragraph 5.2.2:

5.2.2 Such applications shall be accompanied by one or more of the following documents: a Statutory Declaration Waiver of Lien or receipt stating that the holdback monies claimed have been paid to the particular party or parties so named or referred to in the Declaration. Form of Statutory Declaration shall meet the approval of the Consultant.

Add the following paragraph 5.2.8:

5.2.8 The reference to payment for products delivered to the place of work in Article 5.2.7 shall not be construed as covering day-to-day financing of the project. Products delivered to the place of work shall be construed to mean major items of equipment or quantities of items that are essential for the expedient conduct of the work.

GC 5.3 PROGRESS PAYMENT

Supplement paragraph 5.3.1 by adding the following:

5.3.1 A holdback percentage of ten (10) percent (%) shall apply to progress payments. The sworn statement by the Contractor for release of holdback monies shall be in the form of a Statutory Declaration meeting the approval of the Consultant. Amounts as certified by the Consultant to rectify deficiency items, or incomplete portions of individual work items, may be retained by the Owner after Substantial Performance has been obtained, pending Total Performance of the work or other authorization for release by the Consultant.

Amend subparagraph 5.3.1.3 as follows:

5.3.1.3 Delete "20" and replace with "30."

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

Add the following paragraph 5.4.4:

5.4.4 Before the Contractor submits his application for Substantial Performance of the Work, all Operations and Maintenance Manual materials shall be submitted in accordance with the Contract Documents. The Certificate of Substantial Performance will not be issued until this requirement is met.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF WORK

Add the following subparagraphs 5.5.1.3 and 5.5.1.4:

5.5.1.3 Submit a certificate from barrister stating that there are no Builders' Liens filed relating to the Contract Works.

5.5.1.4 Submit a clearance letter from the Workers' Compensation Board.

GC 5.7 FINAL PAYMENT

Add the following subparagraphs 5.7.1.1, 5.7.1.2, 5.7.1.3, 5.7.1.4 and 5.7.1.5:

5.7.1.1 Contractor's application for final payment is considered to be valid when the following have been performed:

1. Work has been completed and inspected for compliance with Contract Documents, and the Consultant is satisfied that all the requirements of the Contract have been fulfilled by the Contractor.
2. Defects have been corrected and deficiencies have been completed.
3. Equipment and systems have been tested, adjusted and balanced and are fully operational, and written reports as outlined in the Contract Documents have been provided to the Consultant.
4. Certificates required by Utility companies, manufacturer's representative and inspectors have been submitted.
5. Spare parts, maintenance materials, warranties and bonds have been provided.

5.7.1.2 If Work is deemed incomplete by Consultant, complete outstanding items and request re-inspection.

5.7.1.3 If in opinion of the Consultant, it is not expedient to correct defective work or Work is not performed in accordance with the requirements of the Contract, the Owner may deduct from Contract Price difference in value between work performed and that called for by Contract Documents, amount of which shall be determined by the Consultant.

5.7.1.4 If, within sixty (60) days after the issue by the Consultant of the Certificate of the Substantial Performance, the Contractor has not corrected all the deficiencies, the Owner will retain sufficient money to cover the cost of completing said deficiencies, as determined by the Consultant, in addition to holding monies retained in accordance with the Contract and subject to the provisions of the Builders' lien legislation of Nova Scotia.

5.7.1.5 Neither the final certificate nor the payment thereunder, nor any provision in the Contract Documents shall relieve the Contractor from responsibility for faulty material or workmanship which shall appear within a period of one (1) year from the date of Substantial Performance of the Work and he shall remedy any defects due thereto and pay for any damage to other Work resulting therefrom which shall appear within such period of one year. The Owner shall give notice of observed defects promptly. This article shall not be deemed to restrict any liability of the Contractor arising out of any law in force in the Province of Nova Scotia.

GC 6.2 CHANGE ORDER

Add the following paragraphs 6.2.3, 6.2.4, 6.2.5, 6.2.5, 6.2.6 and 6.2.7:

- 6.2.3 All contemplated changes in the work shall be issued by the Consultant on a "Contemplated Change Order" form.
- 6.2.4 For lump sum pricing, the Contractor shall, upon receipt of the Contemplated Change Order, submit to the Consultant for approval within seven (7) days, a quotation for changes in the work.
- 6.2.5 Quotation for changes shall be priced in sufficient detail (GC6.6 applies).
- 6.2.6 Consultant shall, within five (5) working days, notify the Contractor whether estimates are accepted by Owner or further information required. Acceptance of Owner shall be indicated by writing, and a signed copy of form (Change Order) returned to Contractor.
- 6.2.7 Contractor shall take reasonable measures to stop work or minimize the work in areas affected by or related to the contemplated changes.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

Add new paragraph 6.4.5:

- 6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.15.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

GC 6.5 DELAYS

Delete the period at the end of paragraph 6.5.1 and substitute the following words:

- 6.5.1 “, but excluding any consequential, indirect or special damages.”

Add new paragraph 6.5.6:

6.5.6 If the Contractor is delayed in the performance of the Work by any act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant's services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of Substantial Performance of the Work achieved by the Contractor.

Add new paragraph 6.5.7:

6.5.7 If the Contractor is delayed in the completion of the Work by any act or neglect of: The School Board, any employee or either any other Contractor employed by The School Board, changes ordered in the Work, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, any other cause of any kind whatsoever beyond the Contractor's control or by any cause within the Contractor's control which the Consultant shall decide as justifying the delay, then the time of completion shall be extended for such reasonable time as the Consultant may decide.

Add new paragraph 6.5.8:

6.5.8 No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Consultant, provided however that in the case of a continuing cause of delay, only one (1) claim shall be necessary.

Add new paragraph 6.5.9:

6.5.9 If no schedule is made, no claim for delay shall be allowed on account of failure to furnish such schedule until two (2) weeks after demand for such schedule and not then unless such claim be reasonable.

Add new paragraph 6.5.10:

6.5.10 The Consultant shall not, except by written notice to the Contractor, stop or delay any part of the main Contract Work pending decisions or proposed changes.

GC6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

Amend paragraph 6.6.5 as follows:

6.6.5 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” and add the words “and the consultant”, at the end.

GC 6.7 VALUATION OF CHANGES

Add the following Header and paragraphs 6.7.1, 6.7.2, 6.7.3 and 6.7.4 in their entirety:

GC 6.7 VALUATION OF CHANGES

- 6.7.1 The value of any change shall be determined in one or more of the following way as determined by the Consultant:
- (a) By estimate and acceptance in a lump sum, submitted with sub-contractors’ and suppliers’ signed quotations and breakdown estimates including itemized material and labour lists. For changes where the individual trade cost is anticipated to be less than \$1000, the requirement for the detailed cost breakdown may be waived, but individual trade quotation must be supplied.
 - (b) By unit prices agreed upon or as listed in the contract.
 - (c) Cost of work and percentage or by cost and fixed fee.
- 6.7.2 In cases of additional work to be paid for under method “c”, the Contractor shall keep and present in such form as the Consultant may direct, a correct account of the net cost of labour and materials, together with vouchers. In any case, the Consultant shall certify to the amount due to the Contractor including the profit and overhead. Pending final determination of value, payments on account of changes shall be made on the Consultant’s certificate.
- 6.7.3 In determination of method “.1(a) or “.1(c) above, the labour costs to be calculated by the actual estimated hours at an hourly rate determined as follows:

The hourly labour rate to be total payroll costs including hourly wage, statutory contributions to UIC, WCB, CPP, Training Funds, Health Benefits and other applicable labour burdens paid directly by the employer such as vacation pay, holiday pay, pension plan etc.

The School Board reserves the right to verify the payroll cost by independent audit.

To the total payroll cost the following percentage factors will be recognized.

- small tools/expenditures 5% (on payroll costs)
- site supervision 5% (on payroll costs)

(d) In determination of methods “.1(a)” and “.1(c)” above, the material costs to be calculated as follows:

Contractors net costs, including contractor discounts from suppliers, FOB the project site plus applicable taxes.

(e) In determination of methods “.1(a)” and “.1(c)” above, equipment rental costs for major pieces of equipment required will be at local industry rates.

(f) In determination of methods “.1(a)” and “.1(c)” above, overhead and fees shall be calculated as follows:

The cost of any authorized change shall be determined by the net total of labour and material or equipment as outlined in “.3(a)”, “.3(b)” and “.3(c)” above on which the percentage markup shall be determined as follows:

For Extras Up to \$5,000:

Sub-Contractors Own Work	- Overhead & Fee – 15% total
General Contractors Own Work	- Overhead & Fee – 15% total
General Contractors on Sub Contractors work	- 10% total
(No percentage markup shall be applied to deductions)	

For Extras Above \$5,000:

Sub-Contractors Own Work	- Overhead & Fee – 10% total
General Contractors Own Work	- Overhead & Fee – 10% total
General Contractors on sub contractor’s work	- 8% total
(no percentage markup shall be applied to deductions)	

6.7.4 Submit to the Consultant and The School Boards representative detailed breakdown of the hourly labour rate as defined in paragraph “.3(a)”.

GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION

Add the following paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12, 8.2.13, 8.2.14, and 8.3:

- 8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:
- a) a copy of the notice of arbitration;
 - b) a copy of supplementary conditions 8.2.9 to 8.2.14 of this contract, and;
 - c) any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.
- 8.2.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:
- a) has a vested or contingent financial interest in the outcome of the arbitration;
 - b) gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
 - c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and;
 - d) agrees to be bound by the arbitral award made in the arbitration.
- 8.2.11 If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 8.2.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may:
- a) on application of the Owner or the Contractor, determine whether the Consultant has satisfies the requirements of paragraph 8.2.10, and;
 - b) make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.
- 8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant.
- 8.2.14 In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.
- 8.3 An application for arbitration shall be accompanied by security in the amount of \$1000 to apply to the cost of arbitration. Any claims of excess costs must be submitted in writing to the Consultant within two weeks of completion or alleged completion of the work. No claims shall be

accepted after this date and, also, no claims shall be accepted for disputed work unless the Consultant has been notified as specified.

GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete subparagraph 9.1.1.1 in its entirety and substitute the following new paragraph 9.1.1.1:

9.1.1.1 errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.15.1.

Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.12 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an Inspection of the Place of Work exercising the degree of care and skill described in paragraph 3.15.1.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Add in paragraph 9.2.6 after the word “responsible”, the following new words:

9.2.6 Or whether any toxic or hazardous substances or materials already at the Place of Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner and others,

Add in subparagraph 9.2.7.4:

9.2.7.4 “and the Consultant” after “Contractor”:

Add in paragraph 9.2.8 after the word “responsible”, the following new words:

9.2.8 or that any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirement, or which threatens, humane health and safety or the environment, or material damage to the property of the Owner or others.

GC 9.5 MOULD

Add in subparagraph 9.5.3.4:

9.5.3.4 “and the Consultant” after “Contractor”

GC 10.1 TAXES AND DUTIES

Add the following paragraph 10.1.3:

10.1.3 The Contractor shall indicate on each application for payment as a separate amount, the appropriate Harmonized Sales 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

Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words:

10.2.5 “Subject to paragraph 3.15.1, the”

GC 10.4 WORKERS' COMPENSATION

Add the following paragraphs 10.4.3, 10.4.4, and 10.4.5:

10.4.3 The contractor is referred to regulations, as applicable, under the Worker's Compensation Act of Nova Scotia.

10.4.4 Registration with Worker’s Compensation Board shall be continuous during the contract. Should registrations be scheduled to expire during the contract period, the Contractor shall submit a copy of registration renewal one month prior to the expiration of the current certificate.

10.4.5 The Contractor shall furnish evidence of coverage under the Worker’s Compensation Act, R.S.N.S. and a clearance Certificate providing proof of registration with Worker’s Compensation Board prior to commencement of work. (A photocopy of the Contractors registration certificate is

acceptable proof). On-going proof of good standing with the Worker's Compensation Board during the term of the contract is required.

GC 11.1 INSURANCE

Delete sentences and replace with the following in subparagraph 11.1.1.1:

11.1.1.1 "General liability insurance shall be maintained from the commencement of the work until one year from the date of Substantial Performance of the Work. Liability coverage shall be provided for completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of 6 years following the Substantial Performance of the Work" **and replace with:** " General Liability Insurance or Wrap- Up Liability Insurance, (as detailed in the Information to Tenders section under "Insurance Requirements"), shall be maintained from the commencement of the work until final completion and acceptance of the work including the making good of faulty work or materials, except that coverage of completed operations liability shall in any event be maintained for twelve (12) months from date of Substantial Performance of the work as certified from the Consultant, and approved by the Owner".

Add the following subparagraphs 11.1.1.1.1, 11.1.1.1.2, and 11.1.1.2.1:

11.1.1.1.1 The general liability insurance to be maintained by the Contractor shall include Commercial General Liability Insurance covering Premises and Operations Liability, elevators, board form property damage, board from automobile, owners and contractors protective, blanket contractual, personal injury, completed operations liability contingent employers liability, cross liability clause, non-owned automobile liability, and a 30 day notice of cancellation clause.

11.1.1.1.2 All liability insurance policies shall be written in such terms as will fully protect the Contractor and
The School Board as an additional named insured.

11.1.1.2.1 Liability coverage of not less than two million dollars (\$2,000,000) is required with regard to operations of owned automobiles.

Delete subparagraph 11.1.1.4 in its entirety and insert the following subparagraphs:

11.1.1.4 Broad Form (All Risks) Builders Risk Coverage - Prior to the commencement of any Work the Contractor shall maintain and pay for Broad Form (All Risks) Builders Risk Coverage in

the joint names of The School Board and the Contractor totalling not less than one hundred percent (100%) of the total value of the Work done and materials delivered on the site (contract value), so that any loss under such policies of insurance will be payable to The School Board and the Contractor as their respective interests appear. The Builders Risk Insurance shall include all materials related to the work while in transit or at other locations.

- 11.1.1.4.1 Should a loss be sustained under the Builders Risk Coverage, the Contractor shall act on behalf of The School Board and Contractor for the purpose of adjusting the amount of such loss with the insurance companies. As soon as such adjustment has been satisfactorily completed, the Contractor shall proceed to repair the damage and complete the Work and shall be entitled to receive from The School Board in addition to any sum due under the Contract, the amount at which The School Board interest has been appraised in the adjustment made with the insurance companies as referred to above, said amount to be paid to the Contractor as the Work of restoration proceeds. Any loss or damage which may occur shall not affect the rights and obligations of either party under the Contract except as aforesaid and except that the Contractor shall be entitled to a reasonable extension of time for the performance of the Work, as The School Board may decide.
- 11.1.1.4.2 Upon approval by The School Board of the Substantial Performance certificate issued by the Consultant, the Contractor's obligation to maintain Builder Risk Insurance shall cease and The School Board shall assume full responsibility for insuring the whole of the Work against loss or damage.
- 11.1.1.4.3 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors* The "Broad form" property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
- 11.1.4.3.1 Ten (10) Calendar days after the date of *Substantial Performance of the Work*;
 - 11.1.4.3.2 on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square meter in area, or parking purposes, or for the installation, testing and commissioning or equipment forming part of the *Work*; and
 - 11.1.4.3.3 when left unattended for more than thirty (30) consecutive calendar days or when construction activity has ceased for more than thirty (30) consecutive calendar days.

Paragraph 11.1.2 is clarified as follows:

11.1.2 Submit Certified true copies of each insurance policy to the Owner's Contract Authority within seven (7) working days after notification of award or in any event prior to payment of the first progress claim. Such copies shall be exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. Prior to the commencement of any work, the Contractor shall file with the Owner a certified copy of each insurance policy and certificate required.

Delete 11.1.5 in its entirety and replace with the following:

11.1.5 Insurance contracts shall be procured from and the premiums paid to a resident agent of an insurance Company licensed to underwrite insurance in the Province of Nova Scotia.

Add the following paragraph 11.1.9:

11.1.9 All of the insurance policies shall contain a clause stating that no change in terms and conditions or cancellation may at any time be made without the full knowledge and consent of the owner.

GC 11.2 CONTRACT SECURITY

Add the following subparagraph 11.2.2.1:

11.2.2.1 "Bonds shall be procured from a Nova Scotia resident agent of an insurance company licensed to do business in Nova Scotia and shall be maintained in good standing and held by the Owner until one (1) year after Substantial Performance of the Work.

Add the following paragraph 11.2.3:

11.2.3 If a Certified Cheque is held as contract security it shall be in an amount equal to ten (10) percent (%) of the Contract Price. Supplement the Certified Cheque as necessary to maintain the amount equal to ten (10) percent (%) of the total amount payable (Contract Price plus HST).

- .1 The Certified Cheque will be deposited at the chartered bank holding The School Board deposits.
- .2 The School Board will return the cheque amount to the Contractor upon satisfactory completion of the contract and duration as specified in the Tender documents.
- .3 Should Contractor default, total amount payable under the Certified Cheque will be the face value of the cheque plus all accrued interest.

- .4 Payment for completion of work, due to failure of performance of the Contractor, shall include all reasonable obligations under the Contract, including architectural and engineering costs arising because of the default of the Contractor.
- .5 Payment for labour and materials shall be limited to those who have a direct contract with the Contractor for the provision of labour and/or material (which includes equipment rental).

GC 12.3 INDEMNIFICATION

Add the following paragraph 12.1.1.3:

- 12.1.1.3 The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceeding by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of six (6) years from the date of Substantial Performance of the Work, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the Place of Work.

GC 12.3 WARRANTY

Delete from the first line the word, "The" and substitute the words in paragraph 12.3.2:

12.3.2 "Subject to paragraph 3.15.1, the..."

Add the following paragraph 12.3.7:

- 12.3.7 Warranty repairs or replacements which arise during warranty period which affect the operation of the system shall be attended to immediately upon notification from the Consultant.

END OF SECTION 00 73 00