



Town of Lunenburg
119 Cumberland St, Lunenburg, NS B0J 2C0

REQUEST FOR TENDER

Tender No.: TOL2026011

Pelham Street Sidewalk Renewal

Lunenburg, NS

Closing: Thursday July 23, 2026 at 2:00 PM AST

Prepared By: DesignPoint Engineering & Surveying Ltd.
90 Western Parkway, Suite 500
Bedford, NS

PELHAM STREET SIDEWALK RENEWAL

TENDER No. TOL2026011

Issued For	By	Date
Issued for Pre-Tender Review	Adam Leahy, P.Eng.	April 24, 2026
Issued for Tender	Adam Leahy, P.Eng.	June 22, 2026

This tender was prepared by DesignPoint Engineering & Surveying Ltd. for the Owner using the care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances on similar projects in Nova Scotia.

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*** END OF SECTION 00 01 08 ***

ITEM	SPECIFICATION SECTION	TITLE
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2.	Section 00 01 10	TABLE OF CONTENTS
4.	Section 00 20 00	OVERVIEW
5.	Section 00 21 00	INFORMATION TO TENDERERS
6.	Section 00 41 43	TENDER FORM
7.	Section 00 53 43	FORM OF AGREEMENT
8.	Section 00 73 00	SUPPLEMENTARY GENERAL CONDITIONS
9.	Section 00 74 00	SUPPLEMENTARY SPECIFICATIONS
10.	Section 01 22 00	MEASUREMENT AND PAYMENT
11.	DRAWINGS:	

ITEM	DRAWING NO.	TITLE
1.	C-T01	Cover Sheet
2.	C-PP02	Plan, Section, & Profile Pelham Street 0+000 to 0+150
3.	C-PP03	Plan, Section, & Profile Pelham Street 0+150 to 0+300
4.	C-PP04	Plan, Section, & Profile Pelham Street 0+300 to 0+390
5.	C-D05	Details

*** END OF SECTION 00 01 10 ***

This document is a Supplementary Specification to *The Standard Specifications for Municipal Services* as published by the Joint Committee on Contract Documents in association with Nova Scotia Road Builders Association, Consulting Engineers of Nova Scotia and Landscape Nova Scotia.

The Town of Lunenburg has decided to use the *Standard Specifications* in an effort to regulate their specification practices, simplify the review and approval process, and standardize the *Specifications* written by their consultants.

These *Project Documents* have been prepared for use with and require being read in conjunction with *The Standard Specifications for Municipal Services* as published by the Joint Committee on Contract Documents. Copies of The Standard Specification are available from the Joint Committee on Contract Documents, c/o Spectech Limited, 18 Laurier Street, Dartmouth, NS, B3A 2G7; telephone: (902) 233-9362; e-mail: nsmunicipalservices@gmail.com; or visit: www.standardspec.ca.

***** END OF SECTION 00 20 00 *****

Project: PELHAM STREET SIDEWALK RENEWAL
Tender No.: TOL2026011

Owner: Town of Lunenburg
119 Cumberland St
Lunenburg, NS B0J 2C0

Engineer: DesignPoint Engineering & Surveying Ltd.
90 Western Parkway, Suite 500
Bedford, NS, B4B 2J3

1.1 A complete Tender includes the following:

- .1 The Tender Form in its entirety, with all pages and spaces for entry of information by Tenderers filled in as instructed.
- .2 Acknowledgment of addenda received by the Tenderer during the tendering period.
- .3 Tender Security as per Section 1.11.
- .4 Certificate of Recognition as per Section 1.3.
- .5 Letter of Good Standing with the Workers Compensation Board of Nova Scotia as per Section 1.4.
- .6 Proof of Insurance as per Section 1.13.

1.2 Tender Submission

1. Tenders to be submitted exclusively by email to purchasing@townoflunenburg.ca until **2:00 pm local time on Thursday July 23, 2026** hereinafter referred to as Tender Closing. Subject heading of email to read "Tender No. TOL2026011-Tender Submission." The time stamp of the email received by purchasing@townoflunenburg.ca will be used to determine if the submission was received on time- not the time it was emailed by the sender. Last-minute submissions are not recommended.

1.3 Safety Certification

1. Submit with tender a copy of tenderer's current and valid safety accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.
2. Out-of-province tenderers with a current and valid COR from a Canadian Federation of Construction Safety Associations member shall obtain and submit, with tender, a current and valid Letter of Good Standing from Construction Safety Nova Scotia.

1.4 Workers' Compensation

- .1 Submit with tender a copy of tenderer's current and valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
- .2 Out-of-province tenderers shall submit, with tender, a current and valid clearance letter from

a government workers' compensation board but must register with the Nova Scotia Workers' Compensation Board prior to being awarded the *Contract*.

1.5 Tender Opening

- .1 Tenders will be opened on Thursday July 23, 2026 after 2:00pm local time. There will not be a public opening.

1.6 Accuracy of Referencing

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

1.7 Conditions of Tendering

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

1.8 Tenderers to Investigate

- .1 Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the *Contract*. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- .2 A pre-tender site meeting will be held on **Thursday July 16, 2026, at 10:00 am**. Bidders are asked to confirm their attendance a minimum of 24 hours before the meeting by contacting Tyson Joyce at tjoyce@townoflunenburg.ca. Attendees are required to meet at the Site. No attendance will be taken nor minutes distributed. Questions may be asked however no answers will be provided that affect tender documents. Should there be a requirement to change the tender documents as a result of such questions addenda will be issued. Please see clause 9 below for further information.

1.9 Clarification and Addenda

- .1 Notify the *Engineer* not less than two (2) *Working Days* before tender closing of omissions, errors, or ambiguities found in *Contract Documents*. If *Engineer* considers that correction, explanation, or interpretation is necessary, a written addendum will be issued. All addenda will form part of *Contract Documents*.
- .2 Confirm in the tender form that all addenda have been received. Tenderers are solely responsible to obtain and acknowledge the receipt of addenda at time of tender closing.

1.10 Preparation of Tender

- .1 Legibly complete tender form provided with *Project Documents*. Tender all items and fill in all blanks. Have corrections initialed by person signing tender.

1.11 Tender Security

- .1 Provide tender security in the minimum amount of ten percent (10%) of total price including HST, shall be in favour of the *Owner*, and shall be in the form of a Certified Cheque, irrevocable Letter of Credit or a Bid Bond which shall guarantee to the *Owner* that in the event of the successful Tenderer declining to enter into a formal agreement with the *Owner*

as called for in the *Contract Documents*, or declining or neglecting to provide the Insurance or Contract Security required by the Contract Documents, then the *Owner* will be reimbursed the additional cost of accepting another tender or Tender Security amount, whichever is the lesser.

- .2 Where a bid bond is submitted it may be submitted in a digital format provided it meets the following criteria:
 - .1 The version submitted by the Tenderer must be verifiable by the *Owner* with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - .2 The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to the *Owner*, and in a single file. Allowable formats include pdf.
 - .3 The verification may be conducted by the *Owner* immediately or at any time during the life of the bond and at the discretion of the *Owner* with no requirement for passwords or fees.
 - .4 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding the requirements contained herein.
 - .5 Bonds failing the verification process will NOT be considered to be valid.
 - .6 Bonds passing the verification process will be treated as original and authentic.

1.12 Contract Security

- .1 Refer to Section 00 73 00 – Supplementary General Conditions, GC 14 – CONTRACT SECURITY for form and amount of contract security required.

1.13 Insurance

- .1 Refer to Section 00 72 45, General Conditions, subsection GC11.1 – INSURANCE, and CCDC 41 for insurance requirements.

1.14 Form of Agreement

- .1 Form of Agreement is attached for information purposes only until execution of the *Contract*.

1.15 Return of Tender Security

- .1 Tender security will be returned to:
 - .1 All except the three lowest acceptable tenderers within five (5) *Working Days* of tender opening.
 - .2 Two (2) remaining unsuccessful tenderers within ten (10) *Working Days* of date of award.
 - .3 Successful tenderer following receipt by *Owner* of executed agreement, specified contract security, and insurance documents.

1.16 Amendment or Withdrawal of Tender

- .1 Tenders may be amended or withdrawn prior to tender closing.
- .2 Amendment of individual *Unit Prices* is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.
- .3 Head amendment or withdrawal as follows: “[Amendment/Withdrawal] of tender for Tender No. TOL2026011, Pelham Street Sidewalk Renewal”. Sign as required for tender and submit to the address given for receipt of tenders. In order to be considered, submissions shall be received prior to time of tender closing.

1.17 Offer, Acceptance, Rejection

- .1 The *Owner* reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of *Contract* without incurring any liability to affected tenderers.
- .2 Should Tender prices come in over the *Owner's* budget, the *Owner* reserves the right to negotiate with the bidders to reduce scope and bring *Work* to within the *Owner's* budget. Such negotiations will follow recommendations as set forth in CCDC 23-2018, A Guide to Calling Bids and Awarding Contracts.
- .3 Where the *Owner*, in their sole discretion, deems a bid to be imbalanced, reserves the right to have the bidder balance the unit rates without an effect on the total *Contract Price*.

***** END OF SECTION 00 21 00 *****

1.1 SALUTATION

- .1 To: _____ Town of Lunenburg
_____ 119 Cumberland St, Lunenburg, NS B0J 2C0

- .2 For: _____ Pelham Street Sidewalk Renewal
_____ Tender No. TOL2026011
_____ Lunenburg, Nova Scotia

- .3 From: _____

1.2 TENDERER DECLARES

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed *Work* was carefully examined.
- .3 That the tenderer was familiar with local conditions.
- .4 That *Contract Documents* and Addenda No. ____ to ____ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this tender.

1.3 TENDERER AGREES

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the *Work* as described and specified herein for the unit prices stated in Subsection 1.4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated *Contract Price* shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 1.4 hereunder excluding Harmonized Sales Tax (HST).
- .3 That this tender is valid for acceptance for sixty (60) days from tender closing.
- .4 That measurement and payment for items listed in Subsection 1.4 hereunder shall be in accordance with corresponding items in Section 01 22 00 Measurement and Payment.
- .5 Upon request to provide evidence of ability and experience within seven (7) calendar days of request, including experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the *Work*, and financial resources.
- .6 To execute in triplicate the Form of Agreement and forward same together with the specified contract security and insurance documents to the *Owner* within ten (10) *Working Days* of written notice of award.
- .7 That failure to enter into a formal contract and provide specified insurance documents and contract security within time required will constitute grounds for forfeiture of tender

security.

- .8 That if tender security is forfeited, *Owner* will retain difference in money between amount of tender and amount for which *Owner* legally contracts with another party to perform the *Work* and will refund balance, if any, to tenderer.
- .9 Declares to have carefully examined the documents and addenda attested to in 1.2.4 above, and the Tenderer hereby accepts and agrees to the same as forming a part of the *Contract*.
- .10 Understands that in the event that the tendered *Contract Price* is not within the project budget, the *Owner* has the right to negotiate the *Contract* with the low bidder or reject all tenders received.
- .11 Agrees that the warranty period defined in the *Contract Documents* shall be for a period of one (1) year from the date of *Ready-for-Takeover*.
- .12 Understands that Substantial Performance of the *Work* will be established in accordance with General Conditions of the *Contract* and applicable lien legislation.
- .13 Understands that after the issuance of the certificate of *Substantial Performance of the Work* by the *Engineer*, provided that the *Contractor* has relieved the *Owner* from any and all claims, demands and lien claims for and in respect of the *Contract*, and has completed all outstanding items and corrected all deficiencies, the *Contractor* shall submit an application for Final Payment and the *Engineer* will thereafter prepare the Final Certificate for payment in accordance with the General Conditions of the *Contract* and applicable lien legislation.
- .14 Understands that the payment of holdback will be in accordance with the General Conditions of the *Contract* and subject to the provisions of the lien legislation applicable to the *Place of Work*.
- .15 Understands the occupational Health and Safety Legislation and any Workers or Workplace compensation legislation applicable to the *Place of the Work* and declares that they are in good standing and have all necessary certification as required by such legislation.
- .16 Agrees that time shall be construed as being of the essence of the *Contract*.
- .17 That *Contract Documents* include:
 - .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2026.
 - .2 Section 00 41 43 - Tender Form.
 - .3 Section 00 53 43 - Form of Agreement.
 - .4 Section 00 73 00 - Supplementary General Conditions.
 - .5 Section 00 74 00 - Supplementary Specifications
 - .6 Drawings
 - C-T01 Cover Sheet
 - C-PP02 Plan, Section, & Profile Pelham Street 0+000 to 0+150
 - C-PP03 Plan, Section, & Profile Pelham Street 0+150 to 0+300
 - C-PP04 Plan, Section, & Profile Pelham Street 0+300 to 0+390
 - C-D05 Details
 - .7 Addenda _____ through _____.

1.4 SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
STORM SEWER					
49.	Replace Existing Catch Basin Frame and Cover	ea	1		
SUBTOTAL STORM SEWER:					
STREET CONSTRUCTION					
51.	Roadway Reinstatement	m ²	850		
52.	Concrete Curb and Gutter				
	.1 Highback	m	135		
	.2 Mountable	m	270		
53.	Concrete Sidewalk				
	.1 100mm Thick	m ²	700		
	.2 150mm thick	m ²	100		
54.	Tactile Walking Surface Indicators	ea	10		
57.	Adjust Existing Valve Box Covers				
	.1 Hydrant/Water Valve Adjustments	ea	3		
	.2 Curb Stop Adjustments	ea	4		
59.	Catch Basin Frames Adjustments	ea	1		
61.	Crosswalk Removal & Reinstatement	L.S.	1		
63.	Traffic Signal Systems				
	.2 RRFB	L.S.	1		
65.	Driveway Reinstatements				
	.1 Asphalt	m ²	40		
	.2 Gravel	m ²	10		
	.3 Concrete	m ²	10		
	.4 Brick	m ²	10		
66.	Asphalt Swales – 70 mm thick type C-HF	m ²	5		
SUBTOTAL STREET CONSTRUCTION:					
LANDSCAPING					
71.	Topsoil and Sod	m ²	700		
76.	Tree Removal	L.S.	1		
SUBTOTAL LANDSCAPING:					

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
ADDITIONAL ITEMS					
84.	Closeout Submittals	L.S.	1		
SUBTOTAL ADDITIONAL ITEMS:					

Summary Table

SUBTOTAL STORM SEWER	
SUBTOTAL STREET CONSTRUCTION	
SUBTOTAL LANDSCAPING	
SUBTOTAL ADDITIONAL ITEMS	
ESTIMATED CONTRACT PRICE (EXCLUDING HST)	
ADD HARMONIZED SALES TAX (14% of Estimated Contract Price)	
TOTAL AMOUNT PAYABLE	

TENDERER'S HST REGISTRATION NO. _____

1.5 COMPLETION TIME

- .1 Tenderer agrees to achieve *Ready-for-Takeover* within _____ weeks of award but in no case later than **October 15, 2026**.

1.6 SIGNATURES *

DATED THIS _____ DAY OF _____, 2026.

[Seal]

Name of Firm Tending

Witness

Signature of Signing Officer

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone Number

Fax Number

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

***** END OF SECTION 00 41 43 *****

This Agreement made on the ____ day of _____ in the year 2026.

BY AND BETWEEN

Town of Lunenburg

hereinafter called the "*Owner*"

and

hereinafter called the "*Contractor*"

The *Owner* and the *Contractor* agree as follows:

ARTICLE A1 – THE WORK

.1 The Contractor shall:

.1 Perform the *Work* required by the *Contract Documents* for

Pelham Street Sidewalk Renewal, Tender No. TOL2026011

located at Lunenburg, Nova Scotia

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

DesignPoint Engineering & Surveying Ltd.

Is acting as and is hereinafter called the *Engineer*, and

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

.3 commence the *Work* by the ____ day of _____ in the year ____ and attain
Ready-for-Takeover of the *Work* as confirmed by the *Engineer* by the 15th day of
October in the year 2026.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

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

ARTICLE A3 – CONTRACT DOCUMENTS

.1 The following is an exact list of the *Contract Documents* referred to in Article A1.1 of this Agreement and as defined in subsection 6 of Section 00 71 00 DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the *Contract Documents*:

.1 Standard Specifications for Municipal Services listed in Table of Contents Page
Dated January 2026.

.2 Section 00 41 43 - Tender Form.

- .3 Section 00 53 43 - Form of Agreement.
- .4 Section 00 73 00 - Supplementary General Conditions.
- .5 Section 00 74 00 - Supplementary Specifications
- .6 Drawings
 - C-T01 Cover Sheet
 - C-PP02 Plan, Section, & Profile Pelham Street 0+000 to 0+150
 - C-PP03 Plan, Section, & Profile Pelham Street 0+150 to 0+300
 - C-PP04 Plan, Section, & Profile Pelham Street 0+300 to 0+390
 - C-D05 Details
- .7 Addenda _____ through _____.

ARTICLE A4 – CONTRACT PRICE

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

ARTICLE A5 – PAYMENT

- .1 The *Owner* shall pay the *Contractor* in Canadian funds for the performance of the *Contract*.
- .2 The *Owner* shall make monthly payments on account to the *Contractor* for the *Work* performed, as certified by the *Engineer*, subject to a 10% holdback.
- .3 The amount of the monthly payments shall be calculated as follows:
 - .1 The quantity for each pay item on which actual work has been performed shall be measured.
 - .2 For each *Unit Price* item this quantity shall be multiplied by the applicable *Unit Price* as provided in the Tender Form.
 - .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
 - .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from subsection 3.2 and 3.3 of this section.
 - .5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under subsection 3.4 of this section.
 - .6 To the amount calculated above, the Harmonized Sales Tax will be added.

- .4 The last day of the payment period shall be the last day of the month.
- .5 Upon *Substantial Performance of the Work* as certified by the *Engineer* the *Owner* shall pay to the *Contractor* the holdback monies then due in accordance with the provisions of Section 00 72 45 – General Conditions, subsection GC5.6 – SUBSTANTIAL PERFORMANCE AND PAYMENT OF HOLDBACK.
- .6 Upon the issuance of the final certificate for payment, *Work* as certified by the *Engineer* the *Owner* shall pay to the *Contractor* the balance of monies then due in accordance with the provision of Section 00 72 45 – General Conditions, subsection GC5.7 – FINAL PAYMENT.
- .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the *Contractor* in accordance with the provisions of Section 00 72 45 – General Conditions, subsection GC11.1 – INSURANCE.
- .8 If the *Owner* fails to make payments to the *Contractor* as they become due under the terms of the *Contract*, interest shall be payable as follows:
 - .1 The annual interest rate applicable to the contract is 1.5% compounded monthly.
 - .2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- .1 Notices in writing shall be addressed to the recipient at the address set out below.
- .2 The delivery of a notice in writing shall be by hand, courier, prepaid first class mail, or e-mail. The preferred method of delivery of a notice in writing is by email.
- .3 A notice in writing delivered by one party in accordance with this *Contract* shall be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received upon date of acceptance signature or a maximum of five (5) *Working Days* after it was mailed in the absence of a signature.
- .4 A notice in writing sent by e-mail shall be deemed to have been received on the date of its transmission provided there is no indication of failure of receipt communicated to the sender and that if such day is not a *Working Day* or if it is received after the end of normal business hours at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* following the transmission thereof.
- .5 An address for a party may be changed by notice in writing setting out the new address delivered to the other party in accordance with this Article.
 - .1 The *Owner* at: 119 Cumberland St, Lunenburg, NS B0J 2C0
 - .2 The *Contractor* at: _____
 - .3 The *Engineer* at: 90 Western Parkway, Suite 500, Bedford, Nova Scotia, B4B 2J3

ARTICLE A7 – QUANTITIES AND MEASUREMENT

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

ARTICLE A8 – SUCCESSION

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

ARTICLE A9 – RIGHTS AND REMEDIES

- .1 No action or failure to act by the *Owner, Engineer, or Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A10 – TIME

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

ARTICLE A11 – SEVERABILITY

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

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

SIGNED AND DELIVERED

In the presence of:

OWNER

Town of Lunenburg

Name of Owner

Witness Signature

Signature of Signing Officer

Name and Title of Witness (Printed)

Name and Title of Signing Officer (Printed)

Witness Signature

Signature of Signing Officer

Name and Title of Witness (Printed)

Name and Title of Signing Officer (Printed)

CONTRACTOR

Name of Contractor

Witness Signature

Signature of Signing Officer

Name and Title of Witness (Printed)

Name and Title of Signing Officer (Printed)

Witness Signature

Signature of Signing Officer

Name and Title of Witness (Printed)

Name and Title of Signing Officer (Printed)

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or (b) the affixing of a corporate seal, this Agreement should be properly sealed.

*** END OF SECTION 00 53 43 ***

These Supplementary General Conditions amend Section 00 71 00 – DEFINITIONS and Section 00 72 45 – GENERAL CONDITIONS of the Standard Construction Document – CCDC 18-2023. Where a portion of the Document is modified or deleted by these Supplementary General Conditions, the unaltered portions of the Document shall remain in effect.

SECTION 00 71 00 – DEFINITIONS

Page 6, delete the definition for Consultant and replace with the following:

Consultant

The *Consultant* is the person or entity engaged by the *Owner* and identified as such in the Agreement. The term *Consultant* is used interchangeably with the term *Engineer* and both are deemed have the same meaning, rights, roles, and obligations. The *Consultant* is the licenced professional permitted to practice in the province of the *Place of Work*.

Page 7, Add the following new Definitions:

Approved or Approval

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

Period of Delay

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

Site

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

Total Amount Payable

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

Standard Specifications

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

Supplementary Specifications

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

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 – GENERAL PROVISIONS

Page 8, add new clause 1.1.5.6 as follows:

- 1.1.5.6 Notwithstanding the other clauses in Subsection 1.1.5, any permits or directives issued by Nova Scotia Environment, Nova Scotia Public Works or other applicable regulatory agencies for this project shall govern over all *Contract Documents*.

PART 2 – ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

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

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

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

PART 3 – EXECUTION OF THE WORK

GC 3.4 CONSTRUCTION SCHEDULE

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

Page 12, delete Clause 3.4.1.2 and replace with the following:

- “3.4.1.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a bi-weekly basis; and”

Page 12, add new clause 3.4.2 as follows:

- “3.4.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to clause 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.”

GC 3.5 SUPERVISION

Page 12, add new clause 3.5.3 as follows:

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

GC 3.6 LAYOUT OF THE WORK

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

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

GC 3.8 LABOUR AND PRODUCTS

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

- “3.8.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*. Water, heat, light, and power will be provided by the party identified in Section 01 10 00 of these *Specifications*.

Page 13 add Clause 3.8.4 as follows:

- “3.8.4 Provided products shall comply with all relevant codes/standards (CSA, ULC, FM, ASTM, etc.) applicable to the product being supplied regardless of whether such code/standard is specifically referenced herein. Installation of products shall comply with good industry practice.”

GC 3.9 SHOP DRAWINGS

Page 13, add the following to the end of clause 3.9.1:

- “...or as requested by the *Engineer*.”

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

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

PART 4 - ALLOWANCES

GC 4.1 CASH ALLOWANCES

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

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

Page 14, add new Clause 4.1.8 as follows:

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

PART 5 - PAYMENT

GC 5.4 APPLICATIONS FOR PAYMENT

Page 14, delete Clause 5.4.2 and replace with the following:

- "5.4.2 Applications for payment shall be dated the last day of the agreed payment period and the amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed at that date."

Page 15, add new clause 5.4.8 as follows:

- "5.4.8 Accompany each application for payment with the following:
- .1 A valid Letter of Good Standing for a Certificate of Recognition Program from NSCSA or equivalent, and
 - .2 A valid Clearance Letter from the WCB."

GC 5.5 PAYMENT

Page 15, delete Clauses 5.5.1.1 and 5.5.1.2 and replace with the following:

- "5.5.1.1 The *Consultant* will issue to the *Owner* no later than five (5) *Working Days* after the receipt of an application for payment from the *Contractor*, submitted in accordance with GC 5.4 – APPLICATIONS FOR PAYMENT, a certificate for payment in the amount applied for, or such other amount as the *Consultant* determines to be properly due. If the *Consultant* amends the application, the *Consultant* will promptly notify the *Contractor*, in writing, giving reasons for the amendment.
- 5.5.1.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 – PAYMENT of the Agreement no later than twenty (20) *Working Days* after the date of a certificate of payment issued by the *Consultant*."

Page 15, add new clauses 5.5.1.3 and 5.5.1.4 as follows:

- "5.5.1.3 The *Contractor* shall agree interim quantities with the *Consultant* for the purposes of progress payment claims, prior to submission of progress payment application.
- 5.5.1.4 The *Contractor* shall pay promptly any and all accounts for labour, services and materials used for the purpose of the fulfilment of this *Contract* as and when such accounts become due and payable and shall furnish the *Consultant* with proof of payment of such accounts in such form and as often as the *Consultant* may request."

GC 5.6 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

Page 15, after Clause 5.6.1.2, add the following:

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

- 5.6.1.4 Submit a clearance letter from the Workers' Compensation Board or provincially equivalent regulatory body; and
- 5.6.1.5 All such documents shall be dated not earlier than the expiry of the lien period as stipulated by the lien legislation in the *Place of the Work*."
- 5.6.1.6 The *Consultant* will provide an electronic copy of the Certificate of *Substantial Performance* and instruct the *Contractor* to post the certificate at the *Site* and to www.substantialperformance.com. "

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

- 5.6.3 Subject to the requirements of the *Payment Legislation* of the *Place of the Work*, all holdback prescribed by the applicable lien legislation for completed *Work* shall become due and payable to the *Contractor* no later than ten (10) *Working Days* following the expiration of the sixty (60) holdback period. If, within sixty (60) calendar days after the issue of the certificate of *Substantial Performance of Work*, the *Contractor* has not corrected all the documented deficiencies, the *Owner* shall retain sufficient monies, as determined by the *Consultant*, to cover the cost of completing said deficiencies. These monies shall be held in addition to holdback monies retained in accordance with the provisions of the *Contract* and subject to the terms of the lien legislation in the *Place of the Work*."

GC 5.7 FINAL PAYMENT

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

PART 6 – CHANGES IN THE WORK

Page 16, add new clause 6.1.1.3 as follows:

- 6.1.1.3 Changes that do not affect the *Contract Price* and time by *Supplemental Instruction*. *Supplemental Instructions* (SIs) are written instructions issued by the *Engineer* for the purpose of recording clarifications or interpretations of the *Contract Documents* or giving direction resulting from field conditions. SIs are subject to the provisions of the *Contract Document* and unless stated in the SI and specifically co-authorized by the Client, shall not affect the terms and conditions of the *Contract*. Should the *Contractor* believe a change in the *Contract Price* or *Time of Completion* is required as a result of an SI, they shall submit to the *Engineer* within five (5) calendar days of the date of issuance of the *Supplemental Instruction*, an itemized proposal, but if SI work shall take place before the five days, the *Contractor* shall notify the *Engineer* that a price or time change is indicated at least three (3) calendar days before proceeding with the work. If the proposal is accepted by the *Owner*, the *Supplemental Instruction* shall be superseded by a *Change Order*."

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

GC 6.2 CHANGE ORDER

Page 16, after Clause 6.2.3, add the following:

- "6.2.4 The mark-up on agreed upon changes are as follows:
 - .1 *Work* performed by the *Contractor's* own forces will be the cost of the *Work* plus ten

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

GC 6.3 CHANGE DIRECTIVE

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

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

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

- "6.4.5 If the *Contractor* was given access to the *Place of Work* and/or professional reports relating thereto (including, without limitation, environmental, geotechnical, and structural reports) prior to the submission of the bid on which the *Contract* was awarded, then the *Contractor* confirms that they have investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and skill required. In those circumstances, notwithstanding the provisions of clause 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the *Contractor* will have the burden of establishing that it could not have discovered the materially different conditions from an investigation

because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

- 6.4.6 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS, and GC 9.5 – MOULD.”

GC 6.5 DELAYS

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

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

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

- “6.5.6 Should the *Contractor* fail to attain *Ready-for-Takeover* for the *Work* by the date indicated in Article A-1, Clause 1.3 in the AGREEMENT BETWEEN OWNER AND CONTRACTOR, the period of time from this agreed date to the actual date when the *Consultant* confirms the *Work* is *Ready-for-Takeover*, shall be termed the *Period of Delay*.
- 6.5.7 In the event there is a *Period of Delay*, the *Contractor* shall be liable for and shall pay to the *Owner* the cost of continuance of supervision during the *Period of Delay*, and all additional fees, disbursements and costs incurred by the *Owner* as a result of the *Period of Delay*, such charges hereby termed as Delay Charges. The *Owner* may deduct the amount of such Delay Charges from further progress payments.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

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

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

GC 6.7 – QUANTITY VARIATIONS

Page 19, delete clauses 6.7.1, 6.7.2, and 6.7.3 and replace with the following:

- “6.7.1 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in a *Schedule of Prices* included in the *Contract* provided that the actual quantity of the item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 25%.
- 6.7.2 Where the actual quantity exceeds the estimated quantity by more than 25%, a *Unit Price* adjusted pursuant to clause 6.7.1 only applies to the quantity that exceeds 125% of the estimated quantity.
- 6.7.3 Where the actual quantity falls short of the estimated quantity by more than 25%, a *Unit Price* adjustment pursuant to clause 6.7.1 shall not exceed the *Unit Price* that will cause the extended amount to equal the original extended amount derived from the original *Unit Price* and

estimated quantity. “

PART 9 - PROTECTION OF PERSONS AND PROPERTY

GC 9.4 CONSTRUCTION SAFETY

Page 24, add new Clause 9.4.6 as follows:

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

PART 10 - GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

Page 25, add new Clauses 10.1.3 and 10.1.4 as follows:

- "10.1.3 Indicate on each application for payment as a separate amount, the appropriate *Value Added Tax* the *Owner* is legally obliged to pay. This amount will be paid to the *Contractor* in addition to the amount certified for payment under the *Contract*.
- 10.1.4 The *Owner* may be applying for a refund of the tax paid on goods and services qualifying for tax exemption. The *Contractor* shall provide all relevant documents to the *Owner* so as to enable the *Owner* to recover all applicable taxes. The *Contractor* shall assist the *Owner* in every way to complete these dealings in a reasonable period of time."

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

Page 25, add new clauses 10.2.8 through 10.2.11 as follows:

- "10.2.8 The acquisition or obtaining of easements in respect of the lands comprising the *Site* will be effected by the *Owner*. If the *Contractor* deems it advisable to acquire the right or rights to use, enjoy or occupy any additional or adjacent land or lands in order to facilitate the execution of the *Work*, obtain such right or rights at no additional expense to the *Contract* and at all times, indemnify and save harmless the *Owner* from any and all claims arising from the acquisition of such right or rights or the use, enjoyment or occupancy of such lands or land
- 10.2.9 No building or structure shall be constructed nor will any change in final grade be permitted on municipal or provincial easements without prior approval of the easement holder.
- 10.2.10 Various areas of Nova Scotia have requirements for posting non-refundable fees before excavations are carried out within public right-of-way. Determine the requirements for each specific project and for the required deposits.
- 10.2.11 Schedule the *Work* in accordance with permits issued and any stipulations contained therein. Notify the *Owner* and the *Engineer* of any restrictions placed on the work schedule by such

permits. Notify the *Engineer* of any difficulty in obtaining permits and their impact on the schedule.”

PART 12 – OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

Page 27, add new clause 12.1.1.9 and 12.1.1.10 as follows:

- “12.1.1.9 All deficiencies as noted in the certificate of *Substantial Performance* or other written correspondence.
- 12.1.1.10 Any other documentation identified as a closeout or *Ready-for-Takeover* document as specified in the project documents.”

GC 12.3 WARRANTY

Page 28, add new clauses 12.3.7 as follows:

- “12.3.7 The *Contract* requires an operational combination of several components comprising the Work which are customarily guaranteed by their suppliers. Under the terms of this *Contract*, provide a guarantee for the *Works* for a period of one (1) year following the date of continuous operation. The terms of the guarantee shall be as follows:
- .1 Where failure or incipient failure of the material is apparent, the *Contractor* shall actively commence repair or other remedy not more than twenty-four (24) hours after receiving due notice of trouble.
 - .2 If the *Contractor* on being notified does not for any reason commence repairs within twenty-four (24) hours, the *Owner* will have the right to have repairs made by others as necessary to restore or continue service. The cost of such repairs by others is to be borne by the *Contractor*. The *Owner* will at all times inform or attempt to inform the *Contractor* before hiring others to effect any repairs and it shall be at all times the *Contractor's* right to be informed as soon as possible of difficulties and proposed remedial action by others and to make or where practical to complete such repairs at any other time of the guarantee period in preference to others.
 - .3 The employment of some other person or persons for reasons set out will in no way affect the *Contractor's* obligations or liability hereunder or relieve them of the performance and fulfilment of any or all of his covenants, undertakings, obligations, or duties under the *Contract*.
 - .4 After the acceptance by the *Engineer* and during the guarantee period, the burden of maintenance falls upon the *Owner*. In the event of damage, failure or incipient failure of any part or parts directly attributable to inadequate or improper maintenance, the *Contractor* will be responsible for remedial action but the cost of all such repairs will be reimbursed by the *Owner*.
 - .5 If the *Contractor* arranges that the manufacturer of some component or some other party approved by the *Engineer* provide the guarantee on a sub-contract basis, he may designate the direct implementer of the guarantee as his agent under the *Contract* in which case due notice to the agent will be taken as due notice to the *Contractor*. This will be a matter for *Contractor's* convenience only and will in no way affect the *Contractor's* obligations and liabilities hereunder or relieve them from the performance and fulfilment of any or all of their covenants, undertakings, or duties

- under this *Contract*.
- .6 In emergency situations the *Owner* reserves the right to make appropriate repairs at the *Contractor's* expense.

PART 13 – INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

Page 28, Clause 13.1.1, line 2, after “hold harmless the other” replace with “hold harmless the other and the *Consultant*.”

PART 14 – CONTRACT SECURITY

Page 30, add new clause 14 as follows:

GC 14 CONTRACT SECURITY

- “14.1 The *Contractor* shall, prior to commencement of the *Work*, provide to the *Owner* a Performance Bond and a Labour and Materials Bond, each in the amount of 50% of the *Total Amount Payable* or an Irrevocable Letter of Credit in the amount of 20% of the *Total Amount Payable*. The Irrevocable Letter of Credit shall be issued by a certified financial institution for a period of no less than twelve (12) months after the issue of Ready for Takeover as defined in GC 12.1 herein. Include the cost of providing the Irrevocable Letter of Credit in *Contract Price*.
- 14.2 Should it become apparent that the final cost of the project will exceed the *Total Amount Payable* by more than 10%, the *Contractor* shall arrange to have their bonds or Irrevocable Letter of Credit reissued, based on the projected final cost.”
- 14.3 The *Contract* security will be retained until the expiration of the warranty period.”

***** END OF SECTION 00 73 00 *****

INTENT OF THE SUPPLEMENTARY SPECIFICATIONS

- .1 The *Work* of this *Contract* is to be constructed in accordance with the Standard Specifications for Municipal Services (2026 Revision) as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein.
- .2 These Supplementary Specifications modify the specification sections to which they refer.
- .3 The Supplementary Specifications take precedence over the Specification to which they refer.

SECTION 00 21 00 – INFORMATION TO TENDERERS

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

SECTION 00 41 43 – TENDER FORM

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

SECTION 00 53 43 – FORM OF AGREEMENT

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

SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS

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

SECTION 01 10 00 – GENERAL REQUIREMENTS

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

1.2 Summary of Work

- .1 The project is located in Lunenburg, Nova Scotia on Pelham Street and small portions of Burma Road and Shipyard Hill Road. The *Work* includes the construction of a new concrete sidewalk complete with new curb and gutter. The *Work* also includes, but not necessarily limited to, the supply and installation of tactile walking surface indicators, a rectangular rapid flashing beacon signal system; valve, walkway, curb stop, and catch basin height adjustments; topsoil and sod; reinstatement of driveways, reconstruction of a portion of asphalt roadway complete with new bedding gravels; a crosswalk; construction of asphalt swales; and all *Work* shown on the *Drawings* and as specified herein. All *Work* is to be in accordance with the Standard Specifications for Municipal Services, and Nova Scotia Environment and Climate Change's permit and requirements. The *Work* also includes the following:
 - .1 Obtaining approval and necessary permits from the appropriate regulatory bodies, as well as any associated costs, and compliance with all approvals and permits.
 - .2 All Environmental Protection, including but not limited to dewatering, erosion and sedimentation control measures including silt fences, flow checks, ground covers, water treatment, and all other environmental controls required during the course of the *Work* in accordance with Nova Scotia Environment and Climate Change requirements and ongoing site requirements based on weather and site conditions.
 - .3 Provision of environmental protection for the duration of the *Work*.
 - .4 Traffic control as per Nova Scotia Department of Public Works Temporary Workplace

- Traffic Control Manual requirements and the management of a safe work site.
- .5 A written traffic control plan is required to be submitted to the *Owner*, and to be approved by the *Owner* prior to the start of construction.
 - .6 Protection of all existing infrastructure and utilities, including notification and coordination with all relevant utilities (including, but not limited to, Nova Scotia Power, Bell Aliant, Eastlink, Town of Lunenburg, and obtaining all related approvals).
 - .7 Shoring of utility poles, as needed.
 - .8 Coordinate construction with adjacent property owners. Maintain safe access to driveways and properties for the duration of the *Work*. Provision of temporary access to all residents affected by the *Work*, as required and directed by the *Owner*.

1.3 Scheduling and Coordination

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

- .1 Submit, two (2) weeks of notice of date of award, a detailed draft schedule for planned operations and performance requirements of the *Work* by *Ready-for-Takeover* date. Revise, update, and submit schedule for initial approval by *Engineer*, and maintain schedule by furnishing monthly updates to *Engineer* as the *Work* progresses.

Page 1, add new subsections 1.3.6 through 1.3.11 as follows:

- .6 Adhere to spring weight restrictions and plan accordingly.
- .7 Carry out tests and necessary inspections and take measurements required for record drawings.
- .8 Notify *Owner*, appropriate agencies, and inspectors prior to commencing, and during the *Work*. No work is authorized to commence without express written consent from the *Owner* following review and acceptance of the schedule by the *Engineer*.
- .9 *Work* must not commence before 7:00 am or after 7:00 pm without the approval of the *Owner*. Notify the *Owner* if the *Contractor* intends to work on holidays. No work shall take place before 12:00 noon on November 11.
- .10 Negotiate the use of private property for *Site* access, staging, laydown areas, disposal of excess materials, etc., and provide confirmation in writing, signed by the affected property owner, and submit to the *Engineer* for their records. The *Owner* assumes no liability for any claims or costs resulting from the use of private property by the *Contractor*.
- .11 Notify businesses and residents a minimum of 48 hours in advance of *Work* that may affect driveway or street access. Minimize the duration and frequency of necessary disruptions.

Page 1, delete subsection 1.4 and replace with the following:

1.4 Setting Out the Work

- .1 Set out the *Work* complete with sufficient survey reference points to identify the site on the ground and maintain these, or re-establish them, as required during the *Contract Time*.
- .2 Assist the *Engineer* to check the line and grade of the *Work* to perform measurements for payment by providing casual labour and convenient means of access to all parts of the *Work*.

1.5 Existing Site Conditions

Page 1, add new subsections 1.5.3 through 1.5.9 as follows:

- .3 Do not remove nor disturb survey monuments, iron bars, or markers representing property boundaries and locations which may be encountered during the execution of the *Work*, without written permission from the *Owner*. Replace disturbed monuments under the direction of a qualified provincial land surveyor unless written permission for removal has been obtained. Include costs for these services in *Contract Price*.
- .4 Maintain the integrity of all ditches, culverts, and flow paths encountered during the execution of the *Work*. Do not block, fill, or prevent proper discharge of existing ditches, culverts, or flow paths unless indicated otherwise in *Project Documents* and/or *Drawings*.
- .5 Utilities, Existing Structures, and Underground Services:
 - .1 The existence, location, and elevation of underground utilities, utility poles, and guy wires, are not guaranteed, and notwithstanding any provision in the *Contract Documents*, confirm the location and elevations of all sewers, water or other mains, services or lines, steam, electrical power or telephone conduits, or other such structures or utilities.
 - .2 Whenever it is necessary to explore and excavate to determine the location of existing underground utilities, services, or structures, make such examination and excavation at no additional cost to the *Contract*.
 - .3 Notify the appropriate company, department, person or persons, of their intention to carry out operations. Deposit with the *Engineer* a letter or letters from the appropriate authority of the utility or utilities involved stating that the *Contractor* has made satisfactory arrangements with the utility for the location, protection, and inspection of the utility involved.
 - .4 Carefully perform excavation in the vicinity of existing structures and utilities. Furnish temporary support and provide adequate protection and maintenance of any underground utilities which cross an excavation, underground and surface structures, drains, sewers, power lines and other existing *Site* items affected by the *Work*. Where trenching is to be done under existing utilities, before excavation commences, properly shore such utilities to prevent settlement. Leave shoring in place until backfilling. Notify *Engineer* before altering or supporting an existing underground utility or structure.
 - .5 Do not operate valves, electrical, or telephone controls on any existing utility systems.
 - .6 Apply to the utility having jurisdiction for permission to operate such systems if it becomes necessary and only operate such system in accordance with and in the presence of a representative of the utility affected.
 - .7 Include the cost of having a utility company representative present when the *Work* passes under or in close proximity to underground cables, structures or utility poles in the *Contract Price*.
 - .8 Organize the moving or supporting of any utility poles, or the installation of any spreader bars for guy wires, with the utility having authority. Coordinate with utility for pole replacement, new guy wire installation, or the moving of any wires or services, if required.
 - .9 If any services are damaged or disrupted during the *Work*, submit to the *Engineer* a letter from the utility affected stating that services damaged during construction have been repaired to the satisfaction of the utility.
 - .10 Restore, upon *Ready-for-Takeover* of the *Work*, any utilities or structures that have

been disturbed.

- .6 Indemnify and safe harmless the *Owner* and *Engineer* against damages for consequential loss and against any claim made against the *Owner* or *Engineer* by the owner of any main, line, conduit, or other such structure or utility, in any way caused by the operations of the *Contractor* in the performance of this *Contract*.
- .7 The existence and location of rocks, shrubs, trees and signs are not guaranteed. Verify in the field prior to commencing work and notify the *Engineer* of any errors or omissions. Utility pole relocations, where applicable, will be conducted by the appropriate utility.
- .8 Take videos and photographs to record the condition of the work site adequately prior to and during construction. Share the evidence with the *Engineer* and the *Owner* as requested.
- .9 Carefully dig exploratory holes to determine locations and depths of buried infrastructure, where applicable, which may affect the work of the contract. Dig these holes sufficiently far in advance of the work so as to permit proper planning and scheduling of the *Work*.

1.7 Submittals

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

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

consistent with the *Contract Documents*.

- .8 Provide the section number of the specification with each submitted shop drawing for the purpose of identification.

1.8 Record Drawings

Page 1, add new subsections 1.8.6, 1.8.7, and 1.8.8 as follows:

- .6 Maintain one (1) separate set of drawings on site. Reserve these drawings exclusively as record drawings. Have these drawings marked up daily to record any alterations made during construction to the *Contract Drawings*. Transmit these drawings to the *Engineer* at *Substantial Performance of the Work*. The submission of an acceptable set of record drawings to the *Engineer* is a condition of issuance of *Substantial Performance of the Work*. The *Contractor* will be supplied with a separate set of drawings specifically for the purpose of keeping records.
- .7 Collect record information and have it checked by the *Engineer* or the *Owner*.
- .8 Provide a digital file at the end of the project with coordinates of all record information collected including all underground and aboveground infrastructure. Failure to do so will prevent the closeout documentation pay item from being able to be claimed in progress payments and substantial performance being achieved. Acceptable submissions would include AutoCAD drawing with all elevations, inverts, etc., included on the drawing. An excel point file with code descriptions, i.e. GS = Grade Shot, could also be included.

1.9 Quality Control

Page 3, add new subsections 1.9.8 and 1.9.9 as follows:

- .8 Bear the expense of additional tests required due to defective work or under-strength concrete at no additional cost to the *Contract*.
- .9 *Owner* will pay for and schedule all materials testing during the course of construction. Coordinate with the *Owner's* representative (*Engineer* or site inspector) in advance of work so that proper scheduling can take place.

Page 3, delete subsection 1.10 – Temporary Site Facilities and replace with the following:

1.10 Temporary Site Facilities

- .1 Access:
 - .1 Provide and maintain adequate access to project site.
 - .2 Build and maintain temporary roads and walks as required.
 - .3 Provide access for pedestrians to property and premises adjacent to the Work
- .2 No *Engineer's* site office is required.
- .3 Provide and maintain sanitary facilities for site personnel.
- .4 Remove temporary facilities from site when no longer required.
- .5 Provide any temporary water, power, and lighting for the Work.

1.12 Traffic Control

Page 4, add new subsections 1.12.6 through 1.12.9 as follows:

- .6 Provide access to all properties during work.
- .7 Provide detour plans as required in consultation with the *Owner* and the traffic authority.
- .8 Place signs as directed by the regulator having authority indicating that the area is under construction and use is limited to local traffic only.
- .9 Provide at minimum one lane of traffic flow at all times, unless approved by the traffic authority.

1.19 Utilities

Page 5, add new subsection 1.19.5 through 1.19.9 as follows:

- .5 Obtain and pay for permits from all utilities such as a Safe Clearance Report from Nova Scotia Power for work near utilities.
- .6 The existence, location, and elevation of underground utilities, utility poles, guy wires, and signs are not guaranteed, and notwithstanding any provision in the *Contract Documents*, determine the location and elevation of all water, sewer or other such structures or utilities. Coordinate and include in the contract price any required service supplied by any utility, company or provincial department.
- .7 Unless designated for removal under this *Contract*, sustain in place and protect from damage any and all piping, conduits, cables, and all other structures in the approximate locations of buried services or structures, carefully excavate by hand, or similar means to expose these buried services or structures. Any utilities which cross an excavation must be properly supported or shored to prevent settlement. Where trenching is to be done under existing utilities, shore such utilities before excavation commences and leave shoring in place. Notify the owners of such utilities or services prior to excavation.
- .8 Repair immediately all piping conduits, cables, and all other structures damaged by the *Contractor's* operations. Provide a letter from the utility stating that any services damaged during construction have been repaired to the utility company's approval. Replace all signs as near as possible to their original location.
- .9 The *Work* includes coordination with underground and overhead utility owners to allow excavation in close proximity to their utilities. Allow for all incidental costs arising from excavations near existing utility poles, underground utilities, and overhead utilities. Coordination with utilities will also be required during the *Work* as the overhead utilities and poles within the work site may require shoring during the course of construction. No claim of delay will be accepted based on coordination activities between the contractor and the utilities.

Page 5, add new subsection 1.20 – Flotation and Flooding:

1.20 Flotation and Flooding

- .1 Prevent flotation and flooding during construction of the *Work*. Make good any damage to pipes or structures caused by flotation and flooding at no extra cost to the *Contract*.
- .2 De-water all excavations and remove accumulations of water prior to backfilling.
- .3 Dispose of water drained or pumped such that the *Work* and adjacent properties are not

damaged.

Page 5, add new subsection 1.21 – Damage and Injury:

1.21 Damage and Injury

- .1 Immediately inform the *Owner* and *Engineer* of any damage or injury to any persons, property, services, or materials.
- .2 Reinstate survey markers, monuments, and survey pins disturbed or covered during construction under the direction of a qualified provincial land surveyor. Include costs in *Contract Price*.
- .3 Any infrastructure owned or maintained by Nova Scotia Power or other utilities that is moved or damaged, shall be reinstated to their specifications and standards.

SECTION 01 22 00 – MEASUREMENT AND PAYMENT

Delete in its entirety and replace with new Section 01 22 00 included in this document

SECTION 01 57 00 – ENVIRONMENTAL PROTECTION

1.6 Permits

Page 2, add new subsection 1.6.4 as follows:

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

SECTION 31 15 53 – EROSION AND SEDIMENT CONTROL

2.1 Sediment Control Fence

Page 1, add new subsection 2.1.2 as follows:

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

SECTION 31 20 00 – EARTHWORK

Page 2, add new section 1.6 Existing Structures and Underground Services as follows:

1.6 Existing Structures and Underground Services

- .1 Furnish temporary support, adequate protection and maintenance of all underground and surface structures, water mains, drains, sewers, power lines and other existing site items affected by the Works. Notify *Engineer* before altering or supporting an existing structure.
- .2 Restore, prior to *Ready-for-Takeover* of the *Work* structures which have been disturbed.

Page 2, add new subsection 1.7 Third Party Compaction Testing as follows:

1.7 Third Party Compaction Testing

- .1 Arrange and pay for an independent third-party compaction firm to provide compaction testing as set forth in this section. The firm must be approved by the Engineer. Include the cost of this service in the Contract price.
- .2 Provide compaction testing results to the Owner and the Engineer promptly once they become available.

3.1 Excavation

Page 4, delete subsection 3.1.1 and replace with the following:

- .1 Excavate all types of materials to lines and elevations indicated and as necessary for construction. If grounds at indicated elevations are not sound, excavate until sound natural ground is reached.

3.4 Blasting

Page 5, delete section 3.4 Blasting and replace with the following:

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

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

3.12 Disposal of Surplus Excavated Material

- .1 Dispose of surplus material as directed by the *Engineer* sites approved by the *Owner*.

3.13 Restoration

- .1 Reinstall disturbed areas to condition, elevation and thickness equal to or better than that which existed before excavation, as specified in Section 32 98 00.

3.14 Site Preparation, Excavation and Earthworks

- .1 Excavate to lines, grades, elevations and depths indicated on the *Drawings*. If grounds at indicated elevations are not sound, excavate until sound natural ground is reached.
- .2 Maintain excavations free of water while work is in progress. Protect open excavations against flooding and damage due to surface runoff. Dispose of water in an environmentally acceptable manner and in accordance with applicable codes-of-practice.
- .3 Earthworks inspections, to confirm that methods and materials are in compliance with project specifications, will be carried out by the *Engineer*. Provide assistance and access as required for inspections. Do not cover materials requiring inspections without reasonable prior notice.

SECTION 32 98 00 – REINSTATEMENT

3.1 General

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

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

SECTION 39 00 00 – STANDARD DETAILS

Delete those standard details which have been replaced with new details indicated on the *Drawings*.

***** END OF SECTION 00 74 00 *****

PART 1 – GENERAL

1.1 GENERAL

- .1 *Unit Prices* for all items in the Schedule of Quantities and *Unit Prices* are full compensation for the work necessary to complete each item in the *Contract* and in combination for all work necessary to complete the *Work* as a whole.
- .2 For each item include all the following as required where individual quantities are not provided in the Tender Form:
- Any work shown on the drawings for that item
 - Assistance to the *Engineer*
 - Disposal of surplus materials
 - Site office, site security & project sign
 - All measures required to maintain safety on *Site*
 - Preparation of traffic control plan
 - Traffic control
 - Utility pole shoring
 - Locating existing infrastructure
 - Mobilization & demobilization
 - Common Excavation
 - Arranging and obtaining all necessary permits
 - Utility charges associated with *Work*
 - Protection of existing trees and shrubs
 - Provision of insurance and surety
 - Protection of trees
 - Marker stakes
 - Shop drawings
 - Reinstatement of all disturbed surfaces to preconstruction condition with matching materials and thicknesses
 - Grubbing
 - Supply, placement, and compaction of both bedding and backfilling materials
- .3 Additionally, all water main, sanitary sewer, pressure sewer, and storm sewer pay items, include all the following as required by the *Contract Documents* where individual quantities are not provided in the Tender Form:
- Any work shown on the drawings for that item
 - Pipe cleaning
 - Removal & disposal of existing infrastructure (as required)
 - Cleaning & video inspection prior to end of warranty period
 - Shoring & protection of infrastructure
 - Dewatering and disposal of water
 - Geotextile & geosynthetic fabric
 - Fittings, tees, bends, couplings, reducers, and insulation
 - Thrust blocks & joint restraints
 - Protective coatings and corrosion protection
 - Polyethylene encasement
 - Grade rings & finished grade adjustments
 - Pressure, vacuum, and mandrel testing
 - Cleaning & video inspection prior to Ready-for-Takeover
- .4 The unit and lump sum prices for all items in the Form of Tender "Schedule of Quantities and Unit Prices" shall include the cost for furnishing all materials, labour, tools, and equipment necessary to complete the *Work* in accordance with the *Contract*, the *Drawings* and *Specifications*, and shall cover all costs of surety, mobilization, permits, assistance to the *Engineer* and site offices and other general costs. Each item shall include for all necessary supervision, labour, materials, plant and services, security provisions, survey and all operations and allowances customary and necessary to complete each item and the *Contract* as a whole notwithstanding the fact that not every such necessary operation is mentioned or included specifically for measurement.

- .5 Where required, the *Contractor* is responsible to provide traffic control as per the Nova Scotia Temporary Workplace Traffic Control Manual, current edition and all other applicable local specifications.
- .6 The *Contractor* is responsible for provision of temporary wastewater service during the Work, including all equipment, materials, and incidentals. *Contractor* shall provide a work plan prior to commencement of the *Work*.
- .7 The *Contractor* shall be responsible for materials testing for the *Work*. The *Contractor* shall be responsible to obtain and include in the individual quantities the cost of all other inspections and testing to perform the *Work*.
- .8 All measurements shall be along the horizontal plane unless otherwise indicated.
- .9 All volume calculations of trench measurements are based on theoretical trench limits.
- .10 All area calculations related to type 1 gravels, type 2 gravels, and base lift asphalt pay items related to trenching work, will be measured and paid based on theoretical trench.
- .11 Provisional Items are included in the *Contract Price*, and the *Owner* reserves the right to delete all or portions of the *Provisional Items* from the *Contract Price*.

PART 2 – ITEMS

STORM SEWER

59. Replace Existing Catch Basin Frame and Cover

Unit of Measurement: Each (ea)

This item includes: removal of the existing frame, cover and grade rings; supply and installation of catch basin frame and cover, grade rings or intermediate precast sections in order to adjust catchbasin frames and covers to the required grade.

STREET CONSTRUCTION

51. Roadway Reinstatement

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth

This item includes: asphalt milling and off Site disposal of millings; supply, placement, and compaction of granular material, and asphalt concrete including keyway and tack coat all to the lines and elevations shown on the Drawings.

52. Concrete Curb and Gutter

Unit of Measurement: metre (m)

Method of Measurement: along centerline of the top face of curb through curb cuts.

This item includes: supply and construction of cast in place concrete curb and gutter complete with formwork and reinforcement.

53. Concrete Sidewalk

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth.

This item includes: supply and construction of cast in place concrete sidewalk complete with formwork and reinforcement. This item also includes grubbing and mass filling to achieve the grades necessary to construct sidewalk as shown on the *Drawings*.

54. Tactile Walking Surface Indicators

Unit of Measurement: Each (ea)

This item includes: supply and installation of tactile walking surface indicator plates, wedges, directional arrows and incidentals as required

57. Adjust Existing Valve Box Covers

.1 Hydrant/Water Valve Adjustments

Unit of Measurement: Each (ea)

This item includes: supply and installation of any material required to raise or lower hydrant and gate valve box to grades indicated.

.2 Curb Stop Adjustments

Unit of Measurement: Each (ea)

This item includes: supply and installation of any material required to raise or lower curb stops to grades indicated.

59. Adjust Existing Catch Basin Frames and Covers

Unit of Measurement: Each (ea)

This item includes: supply and installation of grade rings or intermediate precast sections in order to adjust catchbasin frames and covers to the required grade.

61. Crosswalk Removal & Reinstatement

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

This item includes: removal of existing markings, pre-marking of new crosswalk markings, placement of new permanent crosswalk markings.

63. Traffic Signal System

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

This item includes: supply and installation of rectangular rapid flashing beacon complete with concrete base, solar panel, battery, LED lights, push buttons, post, signage, cabinet, sonotube, internal wiring, brackets and hardware all as shown on the Project Drawings.

65. Driveway Reinstatements

.1 Asphalt

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth

This item includes: supply, placement and proof rolling of asphalt to the lines and elevations shown on the Drawings.

.2 Gravel

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth

This item includes: supply, placement and compaction of gravel to the lines and elevations shown on the Drawings.

.3 Concrete

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth

This item includes: supply and placement of concrete driveway complete with formwork and reinforcement.

.4 Brick

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth

This item includes: removal, storage, and protection of existing removed brick; re-placement of brick. In the event there is not enough salvaged brick to complete this item the supply and installation of new brick that matches the existing brick as closely as possible is to be included in this item.

66. Asphalt Swales – 70 mm thick type C-HF

Unit of Measurement: square metre (m²)

This item includes: supply, placement and proof rolling of asphalt to the lines and elevations shown on the Drawings.

LANDSCAPING

71. Topsoil and Sod

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth.

This item includes: supply, placement and maintenance of topsoil, lime, fertilizer, mulch, erosion control agent, sod, and accessories.

76. Tree Removal

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

This item includes: mass excavation, removal and disposal of all trees including stumps and roots, backfill, and all reinstatement to match surrounding materials and thicknesses where indicated on the *Drawings*.

ADDITIONAL ITEMS

84. Closeout Documentation

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

This item includes: provision of all closeout documentation identified as prerequisites to *Ready for Takeover* as stipulated in GC 12.1.1 and as supplemented in the Supplementary General Conditions. The bid amount must be equal to or greater than 2.5% of the *Contract Price*.

END OF SECTION