

**WOL007-2023**

**East End Gateway Parking Lot  
Expansion and Reconstruction**

March 2024



A cultivated experience for the mind, body, and soil

Closing: Thursday, March 28, 2024 (14:00)

<b>TITLE</b>	<b>SECTION</b>	<b>REVISION DATE</b>
Use of Standard Contract and Specification		February 2024
Information to Tenderers	00 21 00	February 2024
Tender Form	00 41 43	February 2024
Form of Agreement	00 53 43	February 2024
Supplementary Specifications	00 74 00	February 2024

APPENDIX A – Town of Wolfville Contractor Safety Forms

APPENDIX B – Town of Wolfville Award Document Submission Checklist (for reference only)

*DRAWING LIST*

**EAST END GATEWAY PARKING LOT**

- C001 – Existing Conditions and Removals
- C002 – Proposed Parking Layout and Grading
- C003 – Parking Profile and Sections
- E001 – Electrical and Lighting Site Plan and Details
- E002 – Electrical and Lighting Details

1. Overview .1 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 Nova Scotia Road Builders Association (NSRBA) - Consulting Engineers of Nova Scotia (CENS) **Joint Committee on Contract Documents**. Copies of the Standard Specifications for Municipal Services are available from the Joint Committee on Contract Documents, 18 Laurier Street, Dartmouth, NS, B3A 2G7; Telephone: (902) 233-9362 or email at [nsmunicipalservices@gmail.com](mailto:nsmunicipalservices@gmail.com).  
  
It is acknowledged that the Standard Specifications for Municipal Services is a general resource tool and reference document for Municipal Works undertaken within various locations across Nova Scotia and may not include all requirements for any given project. Additional specification requirements will be provided as *Supplementary Specifications*.
2. Updating and Feed-back The Standard Specifications for Municipal Services will be updated periodically according to feedback from users, industry needs and changes in codes and regulations.
3. Registration of Tenderers Interested parties must register with the *Owner* to obtain paper or electronic copies of the tender documents. Contact *Owner* in accordance with 00 21 00.

\*\*\*\* End Use of Standard Contract and Specification \*\*\*\*

**PROJECT:** Tender No. WOL007-2023  
East End Gateway Parking Lot Expansion and Reconstruction  
Wolfville, Nova Scotia

**OWNER:** Town of Wolfville  
359 Main Street  
Wolfville, NS B4P 1A1

**ENGINEER:** Hatch Corporation  
Suite 1009, 1809 Barrington Street  
Halifax, Nova Scotia, B3J 3K8  
(902) 332-3609  
Attn: Jeffrey Theriault, P.Eng.

## 1. Tender Documents

1. Non-watermarked electronic tender documents can be requested without cost by email to [kouterleys@wolfville.ca](mailto:kouterleys@wolfville.ca). Prospective bidders are required to register with the company name, representative name, and contact information to obtain documentation.
2. Printed paper copies of tender documents cannot be obtained from the *Owner*.

## 2. Tender Submission

1. Tenders will be received up to 2:00 p.m., local time, **Thursday, March 28, 2024**.
2. Tender submissions shall be delivered to Wolfville Town Hall in a sealed envelope bearing the label below. **This shall be the only accepted method of tender submission.** The completed tender form **must be accompanied** by originals of all required documentation indicated herein, signed under seal where required.

**TENDER**

East End Gateway Parking Lot Expansion and Reconstruction  
Contract #WOL007-2023

Closing 14:00 (local time),  
Thursday, March 28, 2024

Town of Wolfville  
ATTN: Mr. Alexander de Sousa, P.Eng.  
359 Main Street  
Wolfville, Nova Scotia B4P 1A1

3. Late tenders shall not be opened.

4. All tenders shall be and remain valid for acceptance for 60 days from the time of tender closing, unless withdrawn prior to the designated closing time.

### **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.

### **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*.

### **5. Tender Opening**

1. Tenders will be opened publicly in Council Chambers at the Wolfville Town Hall approximately 15 minutes following tender closing deadline. An abstract of results for the tender submissions and pricing will be available the following business day by request to [kouterleys@wolfville.ca](mailto:kouterleys@wolfville.ca).

### **6. Accuracy of Referencing**

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

### **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, Subsection 3.9 for a complete list of *Contract Documents*.

### **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.

## 9. Clarification and Addenda

1. All questions concerning this tender shall be directed to the following: Alexander de Sousa, P.Eng.; Director of Engineering & Public Works; [adesousa@wofville.ca](mailto:adesousa@wofville.ca). Any attempt by the Proponent or any of its employees, agents, contractors, or representatives to contact members of Town Council or Town staff not identified in this clause may lead to disqualification.
2. Notify *Owner* not less than four (4) *Working Days* before tender closing of omissions, errors or ambiguities found in *Contract Documents*. If *Owner* considers that correction, explanation, or interpretation is necessary; a written addendum will be issued.
3. All addenda will form part of the *Contract Documents*.
4. Any changes to this tender shall be stated in writing by Addenda. Verbal statements made by Town staff or their representatives shall not be binding unless included in an Addendum.
5. Confirm in Tender Form that all addenda have been received.

## 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.

## 11. Taxes

1. Include all taxes in prices except Harmonized Sales Tax (HST).

## 12. Tender Security

1. *Provide* tender security in the minimum amount of ten percent (10%) of total price including HST. *Provide* security with tender in the form of a certified cheque or money order payable to the *Owner*, a bid bond on CCDC Form 220, or other *Owner-Approved* form.

## 13. Contract Security

1. Refer to Section 00 72 45 – General Conditions, subsection GC11.2 – CONTRACT SECURITY for form of *Contract* security. Refer to *Project Documents* for amount of *Contract* security.

## 14. Insurance

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

## 15. Form of Agreement

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

## 16. Retain Tender Security

1. Original tender security will be retained by:
  1. All except the three lowest acceptable tenderers for a minimum of five (5) *Working Days* after tender opening.
  2. Two (2) remaining unsuccessful tenderers for a minimum of ten (10) *Working Days* after date of award.
  3. Successful tenderer, for immediate submission to *Owner* (by courier) in award document package with original Tender Form and addenda forms (if applicable) as specified in Document Submission Checklist. Tender security will be returned to successful tenderer at kick-off meeting when *Contract* security documents become due and are submitted.

## 17. 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 [Name of Project/Contract] [Contract number, if applicable]". Sign as required for tender and submit by email to the address given for receipt of tenders. In order to be considered, submissions shall be received prior to time of tender closing.

## 18. Offer, Acceptance, Rejection

1. The *Owner* reserves the right to accept or reject any or all tenders and to award the *Contract* to whomever the *Owner* deems appropriate, and the *Owner* may award a portion or all of the *Work* to one or more *Contractors*. The *Owner* will not be responsible for any costs incurred by any tenderer in preparing its tender.
2. The *Owner* specifically reserves the right to reject all tenders if none are considered to be satisfactory and, in that event, at its option, to call for additional tenders. The *Project* award is subject to funding and regulatory *Approval* from various agencies. Without limiting the generality of any other provision hereof, the *Owner* reserves the right to reject any tender:
  1. that contains any irregularity, formality or informality, or is considered in the opinion of the *Owner* to be unbalanced;
  2. that is not accompanied by the security documents required;
  3. that is not properly signed by or on behalf of the tenderer;
  4. that contains an alteration in the quoted price that is not initialed by or on behalf of the tenderer;
  5. that is incomplete or ambiguous; or
  6. that does not strictly comply with the requirements contained in these instructions.

Notwithstanding the foregoing, the *Owner* shall be entitled, in its sole discretion, to waive any irregularity, formality, informality, or nonconformance with these instructions in any tender received by the *Owner*.

3. The *Owner* also reserves the right to reject any or all tenders based on the tenderer's lack of proven experience, performance on similar projects, or the suitability of proceeding with the execution of the *Work*.
4. The *Owner* reserves the right to suspend or cancel the tendering process and reject all tenders at any time and for any reason prior to the award of a *Contract* without incurring any liability to affected tenderers. The *Owner* has the right at any time prior to the award of a *Contract* to decide not to award a *Contract* for any reason, and may decide not to proceed with the *Work*, issue a new call for tenders, or seek to have the *Work* or any part of it completed through another means.
5. No term or condition shall be implied based upon any industry or trade practice or custom, any practice or policy of the *Owner*, or otherwise, which is inconsistent with the provisions contained herein.

\*\*\*\* End 00 21 00 \*\*\*\*

SAMPLE



**1. SALUTATION:**

.1 To: Alexander de Sousa, Director of Engineering and Public Works  
Town of Wolfville  
359 Main Street  
Wolfville, NS B4P 1A1

.2 For: Tender No. WOL007-2023  
East End Gateway Parking Lot Expansion and Reconstruction  
Wolfville, Nova Scotia

.3 From:

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**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.

**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* and the estimated quantities in Subsection 4 hereunder.
- .3 That this Tender is valid for acceptance for 60 days from tender closing.
- .4 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 22 00 - Measurement and Payment.
- .5 To provide evidence of ability and experience within five (5) *Working 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. This information may be taken in consideration at the time of *Contract Award*.

- .6 To execute in duplicate the Agreement and forward same together with the specified *Contract* security, insurance documents, and other submissions specified in the Document Submission Checklist to the *Owner* at the earlier of either within fifteen (15) *Working Days* of written notice of award, or at the construction kick-off meeting.
- .7 That failure to enter into a formal *Contract* and submit specified documents and *Contract* security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .8 That if tender security is enforced, *Owner* will retain difference in money between amount of tender and amount for which *Owner* legally *Contracts* with another party to perform the *Work* and will refund balance, if any, to tenderer.
- .9 That the *Contract Documents* include:
  - .1 Standard Specifications for Municipal Services (*Standard Specification*) latest edition.
  - .2 *Project Documents*, to be read in conjunction with the *Standard Specification*
    - .1 Information to Tenderers (00 21 00)
    - .2 Tender Form (00 41 43)
    - .3 Form of Agreement (00 53 43)
    - .4 *Supplementary Specifications* (00 74 00)
    - .5 *Drawings*
      - C001 – Existing Conditions and Removals
      - C002 – Proposed Parking Layout and Grading
      - C003 – Parking Profile and Sections
      - E001 – Electrical and Lighting Site Plan and Details
      - E002 – Electrical and Lighting Details
    - .6 Addenda as issued and as confirmed in subsection 2.4 of this section
    - .7 Town of Wolfville checklists as attached.

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

No.	Item	Unit	Est. Qty	Unit Price	Amount
<b><u>EARTHWORKS</u></b>					
1.	Clearing and Grubbing	LS	1		
3.	Mass Excavation and Embankment	m <sup>3</sup>	175		
6.	Borrow	m <sup>3</sup>	500		
<b><u>STORM SEWER SYSTEM</u></b>					
33.	Catch Basins				
	.1 1050mm Dia. Precast	Ea	1		
	.2 600x600mm Precast (Provisional)	Ea	1		
34.	Catch Basin Leads				
	.1 200mm PVC DR35	m	55		
36.	Connection to Existing Main				
	.1 Core and connect to existing CB	Ea	1		
<b><u>STREET CONSTRUCTION</u></b>					
41.	Gravels – Type 1				
	.1 Type 1 – 150mm thick	t	1100		
	.2 Type 2 – 200mm thick	t	1500		
43.	Asphalt Concrete				
	.1 Type C-HF – 75mm thick	t	525		
	.2 Type C-HF – 75mm thick @ Legion (Provisional)	t	35		
44.	Curb				
	.1 Barrier Curb	m	320		
	.2 Curb and Gutter (Main Street)	m	8		
45.	Walkway and Pad				
	.1 Concrete, 150mm thick	m <sup>2</sup>	215		
46.	Tactile Walking Surface Indicators (set)	Ea	2		
51.	Adjust Existing Catch Basin Frames and Covers – approx. 500mm	Ea	1		
53.	Replace MH/CB Frame and Cover/Grate	Ea	1		
54.	Site Removals & Relocations				
	.1 Existing Asphalt Removal and Disposal	m <sup>2</sup>	1950		
	.2 Existing Concrete Barrier Curb	m	20		
	.3 Chain Link Fencing	m	30		
	.4 Monitoring Well Decommissioning	Ea	4		
	.5 Driveway Apron and Curb Removal	Ea	1		
	.6 Catchbasin Removal and Relocation	Ea	1		
55.	Geotextile	m <sup>2</sup>	3100		
56.	Pavement Markings	LS	1		
<b><u>LANDSCAPING</u></b>					
61.	Topsoil and Sod	m <sup>2</sup>	200		
66.	Bark Mulch	m <sup>2</sup>	80		
<b><u>ADDITIONAL ITEMS</u></b>					
71.	Trench Excavation – Rock (Provisional)	m <sup>3</sup>	20		
76.	25' Light Pole c/w Base, LED Fixtures	Ea	3		
77.	12' Light Pole Base	Ea	4		
78.	12' Light Pole c/w LED Fixtures and Receptacles (Provisional)	Ea	4		

**SCHEDULE OF QUANTITIES AND UNIT PRICES (continued)**

No.	Item	Unit	Est. Qty	Unit Price	Amount
79.	Electrical Underground (conduit, wiring, stub outs, etc)	LS	1	_____	_____
80.	Power Point Installation	LS	1	_____	_____

**CONTINGENCY ALLOWANCE** \$ 10,000

**TOTAL ESTIMATED CONTRACT PRICE (excluding HST)** \$ \_\_\_\_\_

**ADD HARMONIZED SALES TAX (15%)** \$ \_\_\_\_\_

**TOTAL PRICE** \$ \_\_\_\_\_

TENDERER'S HST REGISTRATION NUMBER \_\_\_\_\_

**5. COMPLETION TIME**

- .1 Tenderer agrees to achieve *Substantial Completion of the Work* to the satisfaction of the *Engineer* by June 30, 2024.

**6. DETAILS OF TENDERERS EXPERIENCE**

The tenderer shall furnish details of three similar contracts which they have successfully carried to completion. The projects referenced should be similar in nature and size to the *Work* tendered for.

	Owner / Contact Info	Description	Year	Value
1				
2				
3				

**SIGNATURE\***

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_ .

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

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Witness

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

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

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Seal

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

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_ .

**BY AND BETWEEN**

Town of Wolfville  
359 Main Street  
Wolfville, NS B4P 1A1

hereinafter called the "*Owner*"

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the "*Contractor*"

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

**ARTICLE A1 - THE WORK**

The *Contractor* shall:

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

East End Gateway Parking Lot Expansion and Reconstruction – Contract WOL007-2023 located in Wolfville, NS for which the Agreement has been signed by the parties, and for which;

Hatch Ltd.  
Suite 1009, 1809 Barrington Street  
Halifax, NS B3J 3K8

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

- .2 Do and fulfil everything indicated by this Agreement;
- .3 Attain *Substantial Performance of the Work* as certified by the *Engineer* by June 30, 2024.

**ARTICLE A2 – AGREEMENTS AND AMENDMENTS**

This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A3 of the Agreement.

## ARTICLE A3 - CONTRACT DOCUMENTS

The following is an exact list of the *Contract Documents* referred to in 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 (*Standard Specification*), latest edition.
- .2 *Project Documents* to be read in conjunction with the *Standard Specification*
  - .1 Information to Tenderers (00 21 00)
  - .2 Tender Form (00 41 43)
  - .3 Form of Agreement (00 53 43)
  - .4 *Supplementary Specifications* (00 74 00)
  - .5 *Drawings*
    - C001 – Existing Conditions and Removals
    - C002 – Proposed Parking Layout and Grading
    - C003 – Parking Profile and Sections
    - E001 – Electrical and Lighting Site Plan and Details
    - E002 – Electrical and Lighting Details
  - .6 Addenda as issued and as confirmed in subsection 2.4 of section 00 41 43 – Form of Tender.

## ARTICLE A4 - CONTRACT PRICE

- .1 The estimated *Contract Price* is the sum of the *Products* of the estimated quantities multiplied by the appropriate *Unit Prices* in the Tender Form excluding the amount of Harmonized Sales Tax.
- .2 The estimated *Contract Price* is \$ \_\_\_\_\_, excluding HST.
- .3 All amounts shall be in Canadian funds.
- .4 The amounts shall be subject to adjustment 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* 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 .3.2 and .3.3 of this Article.
  - .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 .3.4 of this Article.
  - .6 To the amount calculated above, the Harmonized Tax will be added.
- .4 The last day of the payment period shall be the last calendar 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 GC5.8 – PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.
  - .6 Upon the issuance of the final certificate for payment 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 GC5.10 – FINAL PAYMENT.
  - .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the *Contractor* in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC11.1 - INSURANCE.
  - .8 If the *Owner* fails to make payment to the *Contractor* as it becomes due under the terms of the *Contract*, interest shall be payable as follows:
    - .1 The annual interest rate applicable to the *Contract* is 2% compounded 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 will be addressed to the recipient at the address set out below.
- .2 The delivery of a notice in writing will be by hand, by courier, by prepaid first-class mail, or by facsimile or e-mail during the transmission of which no indication of failure of receipt is communicated to the sender.
- .3 A notice in writing delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five (5) *Working Days* after the date on which it was mailed.
- .4 A notice in writing sent by facsimile or e-mail shall be deemed to have been received on the date of its transmission provided that such day is a *Working Day*. If such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission 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* next 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 Town of Wolfville (c/o Alexander de Sousa)  
359 Main Street  
Wolfville, NS B4P 1A1
- .2 The *Contractor* at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- .3 The *Engineer* at Hatch Ltd. (c/o Jeffrey Theriault)  
Suite 1009, 1809 Barrington Street  
Halifax, NS B3J 3K8

#### ARTICLE A7 - QUANTITIES AND MEASUREMENT

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

#### ARTICLE A8 - SUCCESSION

- .1 The aforesaid *Contract Documents* are to be read into and form part of the Agreement and the whole shall constitute the *Contract* between the parties and subject to law and the provisions of the *Contract Documents* shall inure 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 the essence of the *Contract*.

#### ARTICLE A11 – ADMINISTRATION OF THE CONTRACT

- .1 The *Owner* will provide administration of the *Contract* per the requirements of 00 72 45 – GENERAL CONDITIONS, PART 2 – ADMINISTRATION OF THE CONTRACT.
- .2 The *Owner* appoints its member of staff, Alexander J. de Sousa, P.Eng., Manager of Engineering, as *Contract Administrator*, having all authority granted to, and fulfilling the obligations of the *Engineer* under 00 72 45 - GENERAL CONDITIONS.

- .3 While fulfilling the commitments of *Contract Administrator*, the individual described above shall waive his obligation to act as a faithful agent or trustee of his employer, and will instead act with objectivity, fairness, and justice to all parties of this *Contract*, showing no partiality to either the *Owner* or the *Contractor*.
- .4 Where the *Contract Administrator* and the *Contractor* are unable to resolve a dispute by amicable negotiations, the parties agree to provide, without prejudice, frank, candid, and timely disclosure of relevant facts, information, and documents to facilitate third-party review by the *Engineer* specified in Article A1.1 to allow for further negotiations. If the dispute remains unresolved after reasonable efforts have been made by all parties to negotiate, the matter shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.

SAMPLE

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 Wolfville**

*Name of Owner*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title of Person Signing*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title of Person Signing*

*CONTRACTOR*

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title of Person Signing*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title of Person Signing*

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

**PART 1 General**

**1.1 INTENT**

- .1 The *Work* of this *Contract* is to be constructed in accordance with the Standard Specification for Municipal Services (2023 Revision) as developed and published by the Nova Scotia Road Builders Association and the Consulting Engineers of Nova Scotia Joint Committee on Contract Documents, except as modified herein.
- .2 These Supplementary Specifications modify and take precedence over the *Standard Specification* sections to which they refer.
- .3 These Supplementary Specifications replace Standard Specification section 00 73 00 – Supplementary General Conditions, as noted in this section.

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

Delete Section 00 21 00 in its entirety and replace with new Section 00 21 00 provided in *Project Documents*.

**SECTION 00 41 43 – TENDER FORM**

Delete Section 00 41 43 in its entirety and replace with new Section 00 41 43 provided in *Project Documents*.

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

Delete Section 00 53 43 in its entirety and replace with new Section 00 53 43 provided in *Project Documents*.

**SECTION 00 71 00 - DEFINITIONS**

Delete definition number four (4), for the term *Consultant*. Where this term is used elsewhere in 00 71 00 - DEFINITIONS, and 00 72 45 - GENERAL CONDITIONS, revise to read "*Engineer*", as defined in this section.

Add the following definitions:

**28. Approved or Approval**

“Approved” or “Approval” is defined as acceptance by the *Engineer* in accordance with the *Engineer’s* responsibilities described in Clause GC 2.2 - ROLE OF THE ENGINEER.

**29. Contract Administrator**

An individual or corporate entity, when duly appointed as set forth in the *Contract Documents*, will act in the capacity of *Contract Administrator*, having some or all authority given to, and fulfilling some or all obligations of the *Engineer* under 00 72 45 - GENERAL CONDITIONS.

**30. Delay Charges**

*Delay Charges* is defined as the sum of all charges incurred by the *Owner*, and payable by the *Contractor* in connection with the *Period of Delay*, as described in GC 6.5 - DELAYS.

**31. Engineer**

An individual or corporate entity, when duly appointed as set forth in the *Contract Documents*, will act in the capacity of engineer for *the Project*. This individual or entity shall be licenced to practice and carry out business in the province or territory of *the Place of the Work*. The term *Engineer* means the *Engineer* or the *Engineer's* delegate or authorized representative.

**32. Period of Delay**

*Period of Delay* is defined as the period of time from the *Substantial Performance of the Work* date stated in Article A1 of the Agreement - THE WORK, and the actual date of *Substantial Performance of the Work*; if any.

**33. Project Documents**

*Project Documents* consist of those documents prepared to supplement the *Standard Specification* for the *Work* on a specific *Project*. Where applicable, they consist of the *Information for Tenderers*, Tender Form, Form of Agreement, Supplementary Specifications, drawings, and addenda.

**34. Site**

The *Site* is defined as the geographical location(s) of the *Work* identified in the *Contract Documents*.

**35. Standard Specification**

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

**36. Supplementary Specifications**

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

**37. Total Amount Payable**

*Total Amount Payable* is defined as the sum of the *Contract Price* in the Tender Form, subject to adjustments made in accordance with the provisions of the *Contract Documents* plus the amount of *Value Added Taxes*.

**SECTION 00 72 45 - GENERAL CONDITIONS**

**GC 2.4 – DEFECTIVE WORK**

Within clause 2.4.3, delete the following words in the last sentence at the end of the clause:

"they shall refer the matter to the *Engineer* for a determination."

... and replace with the following:

"then the matter shall be resolved in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION."

#### GC 3.4 - DOCUMENT REVIEW

Add clause 3.4.2 as follows:

“3.4.2 Each party has had an opportunity to evaluate this *Agreement* with counsel of its choosing and, in the event an ambiguity or question of intent or interpretation arises, this *Agreement* will be enforced and construed as if drafted jointly by the parties and no presumption or burden of proof will arise favouring or disfavouring either party or its construction or interpretation of this *Agreement* by virtue of the authorship of any of the terms of provisions of this *Agreement*.”

#### GC 3.5 - CONSTRUCTION SCHEDULE

Add clause 3.5.2 as follows:

“3.5.2 If, at any time, it should appear to the *Owner* or the *Engineer* that the actual progress of the *Work* is behind the accepted schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Engineer* pursuant to clause 3.5.1.3, the *Contractor* shall take reasonable steps to cause the actual progress of the *Work* to conform to the accepted schedule, or minimize the resulting *Period of Delay*, and shall produce and submit to the *Engineer* a recovery plan based on a good knowledge of the project progress that provides a reasonable and attainable approach for the *Contractor* to regain lost time. 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.”

#### GC 3.6 – SUPERVISION

Delete clause 3.6.1, and replace with the following:

“3.6.1 The *Contractor* shall provide all necessary supervision to effectively direct and supervise the *Work* being performed by the *Contractor*'s own forces, any *Subcontractors* engaged in the *Work*, and during any other activities required by the *Contract Documents*. The appointed representative shall be in attendance at the *Place of the Work* while any *Work* is being performed, and shall not be changed without the written consent of the *Engineer*.”

...and add clause 3.6.3 as follows:

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

### GC 3.7 – LAYOUT OF THE WORK

Delete clause 3.7.1 in its entirety, and replace with the following:

“3.7.1 The *Contractor* shall have reference points established at the *Site* by a Professional Engineer or land surveyor licenced to practice in the province of Nova Scotia, at no additional cost to the *Owner*.”

### GC 3.11 – SHOP DRAWINGS

Add the following to existing clause 3.11.1:

... “or as requested by the *Owner*.”

Add the following to existing clause 3.11.4:

“The *Contractor*'s schedule shall allow for a minimum review period of two (2) *Working Days* by the *Owners Representative*.”

### GC 3.15 - CLOSEOUT SUBMITTALS

Add GC 3.15 - CLOSEOUT SUBMITTALS as follows:

- “3.15.1 Fifteen (15) *Working Days* before an application for *Substantial Performance* is made, submit the following closeout documents to the *Engineer* for review:
- .1 Record Drawings (or, if required, As-Built Drawings) and related survey data.
  - .2 Any other documentation identified as a submittal requirement in Section 01 10 00.
- 3.15.2 Should the *Contractor* fail to submit any of the required closeout documents, this will be considered a contractual deficiency in an amount determined by the *Engineer* and will be subject to finishing holdback procedures granted by the Builders' Lien Act of Nova Scotia.”

### GC 5.4 – BASIS OF PAYMENT FOR COST PLUS WORK

Delete clause 5.4.1, and replace with the following:

“5.4.1 Payment for cost plus work shall be based on the cost of such work, as provided in paragraph 5.4.2, plus a fee calculated as a single percentage of the cost of such work, for the *Contractor's* combined overhead and profit. The percentage amount shall be **five percent (5%)** of the cost plus work, but shall not be applied to the cost of *Construction Equipment* or *Products* when such cost is based on rates which already include overhead and profit. The percentage fee shall be **five percent (5%)** for total *Contractor* markup on work or *Products* provided by *Supplier* and/or *Subcontractor* forces.”

After Clause 5.4.6, add the following clause:

“5.4.7 Any discounts, refunds, or rebates not reflected in the invoice costs, and any salvage value of reusable materials shall be deducted for determining costs.”

#### GC 5.5 - APPLICATIONS FOR PROGRESS PAYMENT

Delete Clause 5.5.2, and replace with the following:

“5.5.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed at that date. Applications for payment shall be accompanied by updated construction schedule per the requirements of the *Project Documents*.”

Delete clause 5.5.3, and replace with the following:

“5.5.3 Where the basis of payment of the *Contract Price* is *Unit Prices*, the *Contractor* shall propose interim quantity measurements in preparation of applications for payment, which shall include any other data requested by the *Engineer* to assist the *Engineer* in evaluating the application and verifying quantity measurements. Prior to submission of progress payment application, all parties must agree to proposed quantities.”

#### GC 5.6 - PROGRESS PAYMENT

In the first line of clause 5.6.1, revise "5 working days" to read "15 working days", and in the second line revise "GC 5.2" to read "GC 5.5".

Delete clause 5.6.2 in its entirety, and replace with the following:

“5.6.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT no later than thirty (30) calendar days after the date of a certificate for payment issued by the *Engineer*.”

After clause 5.6.3, add the following new clause:

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

#### GC 5.8 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Revise all instances of “sworn or affirmed statement” to read “Statutory Declaration on CCDC Form 9A, latest edition”

After clause 5.8.1.2, add the following sub-clauses:

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



- 5.8.1.4 Submit a certificate of clearance from the Nova Scotia Worker’s Compensation Board, certifying the *Contractor’s* compliance with the requirements of the applicable act and legislation.
- 5.8.1.5 Submit a valid letter of Good Standing issued by the Nova Scotia Construction Safety Association and the Nova Scotia Department of Labour.
- 5.8.1.6 Submit a statement of all outstanding claims against the *Contract* which precede the date of application for payment of the holdback amount. Any outstanding claims not disclosed shall later be rejected.
- 5.8.1.7 Submit any outstanding closeout submittals per the requirements of GC 3.15 - CLOSEOUT DOCUMENTS, and Section 01 10 00.
- 5.8.1.8 Date all such documents not earlier than the expiry of the lien period as stipulated by the Builders' Lien Act of Nova Scotia.”

In clause 5.8.4, add the following new sub-clause:

- “5.8.4.1 If, within sixty (60) days after the issue of the *Certificate of Substantial Performance*, the *Contractor* has not corrected all the documented deficiencies, the *Owner* shall retain sufficient monies, as determined by the *Engineer*, 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 Builders' Lien Act of Nova Scotia.”

#### GC 5.10 – FINAL PAYMENT

Delete clause 5.10.1 in its entirety and replace with the following:

- “5.10.1 When the *Contractor* considers that the *Work* is completed, the *Contractor* shall make such an attestation in an application for final payment submitted to the *Engineer*. The *Contractor’s* application for final payment will only be accepted by the *Engineer* when the following has occurred:
  - .1 *Work* has been completed and inspected for compliance with the *Contract Documents*, and the *Engineer* has agreed that all the requirements of the *Contract* have been fulfilled by the *Contractor*;
  - .2 Where the basis of payment of the *Contract Price* is *Unit Prices*, all parties must agree to proposed final quantities;
  - .3 Defects have been corrected and deficiencies have been completed;
  - .4 Equipment and systems have been tested, adjusted, and balanced and are fully operational, and written reports and manuals as outlined in the *Contract Documents* have been provided to the *Owner*, and are to the *Owner’s* satisfaction;
  - .5 Certificates required by utilities, authorities having jurisdiction, manufacturers, and inspectors have been submitted and accepted;
  - .6 Spare parts, maintenance materials, record drawings, warranties and applicable bonds have been provided.”

Add the following new Clauses after 5.10.1:

- “5.10.2 If, in the opinion of the *Engineer*, the above requirements are not complete, then the *Engineer* will not accept the application, and request resubmission.
- 5.10.3 If, in the opinion of the *Engineer*, it is not expedient to correct defective work or *the Work* has not been performed in accordance with the requirements of the *Contract*, the *Owner* may deduct from the *Contract Price* the difference in value between work performed and that called for by the *Contract Documents*, the amount of which shall be determined by the *Engineer*.”

... and renumber existing clauses 5.10.2, 5.10.3, and 5.10.4 to 5.10.4, 5.10.5, and 5.10.6 respectively.

In renumbered clause 5.10.6, revise "5 working days" to read "15 working days".

### GC 6.2 - CHANGE ORDER

Following clause 6.2.3, add the following:

- “6.2.4 If the method of adjustment of the *Contract Price* presented by the *Contractor* is a lump sum or a unit price quotation as described in 6.2.2.2, the following shall apply:
- .1 Maximum *Contractor* markup for overhead and profit shall be:
    - .1 Ten percent (10%) for *Work* performed by the *Contractor's* own forces, unless rates already include overhead and profit, in which case rates will not be marked up further;
    - .2 Five percent (5%) for *Work* performed by the *Subcontractor*;
    - .3 Five percent (5%) for *Products* provided by the *Supplier*.
  - .2 Upon request by the *Engineer*, the *Contractor* shall prepare a detailed cost summary for proposed lump sum or unit price costs associated with the change which will include at minimum the following breakdown:
    - .1 Labour rates;
    - .2 Equipment rates, including operators;
    - .3 Supervisory staff rates;
    - .4 *Subcontractor* and *Supplier* invoices (where applicable);

Price will be assessed by the *Engineer* based on the prevailing rates in the locality of the *Place of the Work*.

  - .3 All *Subcontractors* and *Suppliers* performing a part or parts of the *Work*, or supplying Labour and/or *Products* (described in GC 3.9) required by the change, shall have a direct contract with the *Contractor*, and upon request, produce a detailed cost summary and/or written quotations as described in 6.2.4.2.
- 6.2.5 No compensation for extra *Work*, *Product*, *Construction Equipment*, or delays shall be allowed unless *such Work*, *Product*, and/or *Construction Equipment* is ordered in writing by the *Engineer*, and any associated delays are evaluated and approved by the same.
- 6.2.6 While executing an approved *Change Order*, the *Contractor* shall, each *Working Day*, report to the *Engineer* in writing and in full detail as described in 6.2.4.2, the amount and costs associated with carrying out such work on the preceding working day. No claim for

compensation shall be considered or allowed unless such reports have been made. The *Engineer* shall not allow any compensation for the cost of repairs to *Construction Equipment* or in respect of *Construction Equipment* of any kind idle on the *Site* except as directed and approved by the *Engineer* in writing.

- 6.2.7 The price applicable to any *Work* omitted from the *Contract*, which shall be deducted from the *Contract Price*, will be mutually agreed upon by the *Contractor* and the *Engineer*. The price will be assessed by the *Engineer* based on the prevailing rates in the locality of the *Place of the Work*.”

### GC 6.3 - CHANGE DIRECTIVE

Within clause 6.3.8, delete the following words at the end of the clause:

"the adjustment shall be referred to the *Engineer* for a determination."

... and replace with the following:

"the matter shall be resolved in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION."

### GC 6.5 – DELAYS

Within clause 6.5.2, delete the last sentence of the 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."

Following Clause 6.5.5, add the following new Clauses:

“6.5.6 Should the *Contractor* fail to obtain *Substantial Performance* of the *Work* by the date indicated in Article A1, subclause 3, in the AGREEMENT BETWEEN OWNER AND CONTRACTOR, the period of time from this agreed date to the actual date on the certificate of *Substantial Performance* of the *Work* as determined by the *Engineer*, 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*, as determined by the *Engineer*, such charges hereby termed as *Delay Charges*. The *Owner* may deduct the amount of such *Delay Charges* from further payments.”

### GC 6.6 – CLAIMS

Following clause 6.6.5, add the following new clause:

“6.6.6 The *Owner* may make claims arising out of the costs incurred for additional services provided by the *Engineer* resulting from the *Contractor*’s failure to reasonably perform the *Work* in accordance with the *Contract*, including the *Contractor*’s issuance of unnecessary Contemplated/Requested Change Orders (CCOs or RCOs) and Requests for Information

(RFIs). The *Engineer* will notify the *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause delay. The *Owner* shall make claims based on the *Engineer's* invoices.”

#### GC 10.1 - TAXES AND DUTIES

Following clause 10.1.2, add the following new clause:

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

#### GC 10.2 - LAWS, NOTICES, PERMITS AND FEES

Delete clause 10.2.2, and replace with the following:

- “10.2.2 Except for the permits and fees which the *Contract Documents* specify as the responsibility of the *Owner*, the *Contractor* shall obtain all permits, such as those from the Department of Transportation; licenses; letters of approval, and certificates, and pay the fees required for the performance of the *Work* which are in force at the date of tender closing. This shall not include obtaining of permanent easements or rights-of-way.”

For clause 10.2.3, add the following sentence to the end of the clause:

- “Some jurisdictions may require posting refundable and/or non-refundable fees before excavations are carried out within public rights-of-way. The *Contractor* is responsible for the determination of the requirement for each specific project and for the payment of any required deposits.”

#### GC 11.1 – INSURANCE

In Clauses 11.1.1.1, 11.1.1.2, and 11.1.1.3, change the \$2,000,000 policy limits to \$10,000,000; and in Clauses 11.1.1.1 and 11.1.1.4(1), change the \$2,500 deductible to \$5,000.

#### GC 11.2 - CONTRACT SECURITY

Delete clause 11.2.1 in its entirety, and replace with the following:

- “11.2.1 Prior to commencement of the *Work*, and on the earlier of either fifteen *Working Days* following notice of award, or at the construction kick-off meeting, provide to the *Owner* original certificates of contract security. The required contract security is a **Performance Bond** and a **Labour & Materials Bond**, each in the amount of 50% of the *Total Amount Payable*. Include the cost of providing this surety in the *Contract Price*.”

Renumber existing clause 11.2.2 to 11.2.3, and insert the following clause:

- “11.2.2 Should it become apparent that the final cost of the *Work* will exceed the *Total Amount Payable* by more than 10%, or if the *Approved Period of Delay* causes the contract surety to expire prior to fulfillment of *the Contract*, the *Contractor* shall arrange to have the required surety extended and reissued based on the projected final *Total Amount Payable* and *Contract* fulfillment date.”

#### GC 12.1 - INDEMNIFICATION

In clause 12.1.2, change all occurrences of \$2,000,000 indemnification limits to \$10,000,000.

#### GC 12.3 – WARRANTY

Following clause 12.3.6, add the following clause:

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

#### **00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS**

Delete *Standard Specification* section 00 73 00 in its entirety, and refer to supplementary general conditions provided in this section.

#### **01 10 00 - GENERAL REQUIREMENTS**

In Part 1 - General, delete subsection 2 and replace with the following:

##### **“1.2 Summary of the Work**

- “1.1 The *Project* is located in the Town of Wolfville. The *Work* consists of the reconstruction of the East End Gateway Parking Lot and is generally described as follows:
1. Reconstruction of the East End Gateway Parking Lot, including site removals and relocations, cut/fill to match finished subgrade, backfilling, supply, placement and compaction of all granulars and asphalt.
  2. Concrete curbing and islands.
  3. Drainage improvements
  4. Concrete 2-way All Ages & Abilities (AAA) Active Transportation corridor (3.2m wide) from Main Street to Trail Head.
  5. Parking lot area lighting and AAA Active Transportation corridor decorative lighting complete with new power point.
  6. *Contractor* to *Provide* all traffic control required during the *Project*, per Section 1.12.

7. All environmental protection necessary in accordance with Section 01 57 00 and Nova Scotia Environment (NSE) requirements.
8. *Contractor* to coordinate pole support requirements with Nova Scotia Power Inc. as part of the *Work*.
9. Relocate any survey markers, monuments, and survey pins disturbed during construction activities under the direction of a qualified provincial land surveyor. Include costs for these services in *Contract Price*.”

Delete subsection 1.3.1, and replace with the following:

- .1 Submit at the earlier of either within fifteen (15) Working Days of date of award, or at the construction kick-off meeting, a detailed draft schedule for planned operations and performance requirements of the *Work* by completion date. Revise, update, and submit schedule for initial approval by *Engineer*, and maintain schedule by furnishing monthly updates to *Engineer* as the *Work* progresses.”

Following 1.3.4, add the following:

- “.5 *Contractor* shall backfill, grade, and clean up the *Work* as the installation proceeds, to limit disruption to affected land owners and users.
- .6 The *Contractor* shall temporarily install factory-made caps to the ends of all pipes included in the *Work* at the end of each *Working Day* to prevent infiltration of water and debris.
- .7 The *Contractor* shall strive to minimize effects of the *Work* on the *Owners*, tenants, or users of *Project* lands and adjacent properties, and shall repair any damage promptly as directed by the *Engineer*.
- .8 Safe access shall be maintained through the *Site* at all times for emergency vehicles, local residents, and Acadia University staff (when applicable). Any temporary access limitations to private property resulting from the requirements of the *Work* must be disclosed by the *Contractor* to owners of private property (and/or tenants) a minimum of 24 hours prior to the access limitation, and acknowledged by the same. Coordinate communications with *Owner* and utilize Portable Variable Message Signs (PVMS) when the requirements of the *Work* require complete access restrictions, such as during concrete placement.
- .9 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*.
- .10 Unless agreed to by the residents and the *Owner*, equipment shall not be operated before 7:00 am and after 7:00 pm. The *Owner* shall be notified if the *Contractor* intends to *Work* on holidays. No *Work* shall take place before 12:00 noon on November 11.
- .11 Use of private property for *Site* access, staging, laydown areas, disposal of excess materials, etc. shall be negotiated solely by the *Contractor* and confirmed in writing, signed by the affected property owner, and submitted 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*.
- .12 Notwithstanding the provisions of Section 00 72 45, GC 5.7, *Substantial Performance of the Work* will not be certified until all reinstatement is complete.”

Delete Section 1.4 in its entirety and replace with the following:

**“1.4 Setting Out the Work**



- .1 The *Contractor* shall establish, maintain, and protect reference control points, and is responsible for layout of the *Work*, per 00 72 45 – GC 3.7 – LAYOUT OF THE WORK.
- .2 The *Contractor* shall 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*.
- .3 The *Contractor* shall take measurements and cross-sections and record all information before and after changes in construction for determination of quantities for measurement. All such information shall be provided to the *Engineer* for his review and acceptance before proceeding to the next stage. The costs of all materials, labour and equipment required for all surveying on the *Contract* shall be included in the amount of the tender. No additional or direct payment will be made for any part of these services.”

Add the following to Section 1.5:

- “3 Relocate any survey markers, monuments, and survey pins disturbed during construction activities under the direction of a qualified provincial land surveyor. Include costs for these services in *Contract Price*.
- .4 The existence and location of signs is not guaranteed. Document the location and condition of all signs, and reinstall them as near as possible to their original location.
- .5 Maintain the integrity of all ditches, culverts, and flow paths encountered during the execution of the *Work*. Existing ditches, culverts, or flow paths shall not be blocked, filled, or prevented from providing proper discharge, unless indicated otherwise in *Project Documents* and/or *Drawings*.
- .6 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*, the *Contractor* shall be responsible for confirming 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 The *Contractor* shall be responsible for notifying the appropriate company, department, person or persons, of his intention to carry out his operations. The *Contractor* shall 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 Excavation in the vicinity of existing structures and utilities shall be carefully performed. The *Contractor* shall 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, such utilities shall be properly shored to prevent settlement. Shoring to be left in place until backfilled. 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 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 shall be included in the *Contract* price.
- .8 *Contractor* to 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 completion of the *Work*, any utilities or structures that have been disturbed.
- .7 Documentation of Existing Conditions:
  - .1 Prior to the commencement of *Work*, the *Contractor* shall take photographs of the place of *Work* and those properties adjacent to the place of *Work*, and take written notes to document any existing conditions that may affect execution of the *Work* or cause disputes throughout.
  - .2 Prior to commencement of the *Work*, the *Engineer* may take or arrange for photographs and/or scans to be taken of the *Site* and those properties adjacent to the *Site*. The *Contractor* may request to accompany the *Engineer* or *Engineer's* delegate during the taking of photographs and/or scans to make any comments on the conditions of the *Site* or adjacent properties based on his own notes.
  - .3 The *Owner*, or an authorized representative of the *Owner*, may be present during the taking of the photographs/scans and documentation of initial conditions to make comments on the conditions of the *Site*.
  - .4 These photographs and scans, together with any collected by parties retained by the *Owner*, will serve as a record of *Site* conditions prior to the commencement of *Work*. The *Engineer* will retain photographs, together with a written report, on the condition of existing roads, sidewalks, trees, lawns, and adjacent properties as a record of existing conditions prior to the start of the *Work*.”

Delete Section 1.7, Subsection 1 in its entirety replace with the following:

**“1.7**

**Submittals**

- .1 Electronic Documents
  - .1 Submit electronic versions of all required submittals to the *Engineer* in original PDF format. Original PDF files are generated at the source; scans of paper copies will not be accepted for this purpose. Where it is not possible or practical to provide electronic copies as described, submit three (3) paper copies of documents to the *Engineer* with prior approval.
- .2 Shop Drawings
  - .1 Subject to the requirements of 00 72 45 – GC 3.11 – SHOP DRAWINGS, 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 commissioned for manufacturing, or are incorporated into the *Work*.

- .1 This review of *Shop Drawings* by *Engineer* is for the sole purpose of ascertaining conformance with the general design concept.
  - .2 This review shall not mean the *Engineer* approves the detailed design depicted in the *Shop Drawings*, the responsibility for which shall remain with the *Contractor* submitting them, and such review shall not relieve the *Contractor* of responsibility for errors and/or omissions in *Shop Drawings*, or of responsibility for meeting all requirements of the *Contract Documents*.
  - .3 The *Contractor* is responsible for dimensions to be confirmed and correlated at the *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* per 1.7.1.
  - .3 Submit *Shop Drawings* with such promptness as not to cause delay in this *Work*, or of the *Works* of any *Sub-Contractors*.
  - .4 The information submitted shall clearly show the dimensions, materials or construction, performance, finish, service and installation requirements and other characteristics in sufficient detail to permit the *Engineer* to evaluate the suitability of the articles for the use intended.
  - .5 Make corrections required by the *Engineer* as noted and resubmit corrected copies to the *Engineer* for review before manufacturing or 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 information 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*. In such instances, the *Engineer* may reject the submission, and request removal or redaction of irrelevant information prior to re-submission.
  - .8 Provide the section number of the specification with each submitted *Shop Drawing* for the purpose of identification.
- .3 Samples
    - .1 Submit samples where specified in the *Project Documents*, indicating details of sampling methods, date/time, and locations of sources.
    - .2 Do not deliver products requiring sample *Approval* to *Site* prior to receiving written *Approval*.
  - .4 Mix Design and Material Verification Reports
    - .1 Submit mix design formula for each discrete mix type of **concrete** to *Engineer* for acceptance prior to incorporating material into the *Work*, and to quality control personnel for in-field verification. Mix design submissions shall incorporate descriptive notes indicating which portion or component of the *Work* each mixture will be supplied for.
    - .2 Submit mix design formula for each discrete mix type of **asphalt** to *Engineer* for acceptance prior to incorporating material into the *Work*, and to quality control

- laboratory for compliance verification during execution. Submit any revisions or updated mix formulas to *Engineer* and quality control personnel as *Work* progresses.
- .3 Submit laboratory test reports for each discrete **granular material** to *Engineer* for acceptance prior to incorporating material into the *Work*. Test reports to indicate source of material, the dates sampled and tested, and shall confirm each lot of material conforms to the gradation, fractured particles, and physical properties requirements specified for each material type per the NSTIR Standard Specification for Highway Construction and Maintenance.
  - .4 Submit Standard Proctor test reports for each discrete **granular material** to *Engineer* for acceptance prior to incorporating material into the *Work*, in accordance with the requirements of Section 31 20 00 - EARTHWORK. Laboratory reports to establish control density targets for each granular material to be incorporated into the *Work*. Results also to be shared with quality control personnel for in-field verification during execution.
  - .5 Design Verification of *Temporary Work*
    - .1 Submit plans sealed by a professional engineer licenced to practice in the Province of Nova Scotia for *Temporary Work* as required by governing legislation.
  - .6 Operating and Maintenance Data
    - .1 Submit the following prior to application for final payment:
      - .1 General description, list of equipment including nameplate information, installation, operation and maintenance instructions, included parts list, and spare parts recommendations.
      - .2 Names, addresses, and phone numbers of *Subcontractors*, *Suppliers*, and manufacturers.
      - .3 Certificates of guarantees and warranties.
    - .2 Typed lists and notes using drawings, diagrams, and manufacturer's literature.
  - .7 Test Results
    - .1 Submit certificates and/or reports of the results of monitoring, testing, and inspections where specified in *Project Documents*."

Delete Section 1.8 in its entirety, and replace with the following:

**“1.8 Record Drawings**

- .1 After award of *Contract*, *Contractor* will maintain a set of As-Built Drawings for the purpose of providing red-line markups to assist the *Engineer* in generating Record Drawings. Accurately and neatly record any deviations from *Contract Documents* caused by *Site* conditions and changes ordered by *Engineer*.
- .2 Identify Drawings as "Project As-Built Copy". Maintain in good condition and make available for inspection on *Site* by *Engineer*.

- .3 *Contractor* is responsible for full-time construction surveying throughout execution of the *Work* for the purposes of collecting digital data suitable for the *Engineer* to produce and certify final record drawings. Discrete survey measurement points to be collected linearly, and at the location of each individual component of the *Work* – pipe installation to be recorded at each bell, flange, fitting, and stub end. Locations of utilities and all other structures of any nature which intersect or are about the line of the *Work* must be recorded. Data points, in PNEZD, to contain a unique numerical point number, northing and easting (NAD83 CSRS 2010 v6, Nova Scotia MTM Zone 5 – EPSG 8083), vertical elevation (to CGVD 2013), and a descriptor. Horizontal and vertical measurements to be in meters to a precision of one one-thousandth (0.001), and descriptors should be logical and not require interpretation, or include a descriptive code legend or guide.
- .4 Do not backfill pipework, appurtenances, or other portions of the *Work* until necessary measurements have been taken.
- .5 Prior to application for *Substantial Performance of the Work*, as described in 00 72 45 – General Conditions, submit as-built documents and survey point CSV file to *Engineer*.”

Delete Section 1.9 in its entirety replace with the following:

“1.9

**Quality Control**

- .1 All costs related to the testing requirements specified in 1.9.3 will be arranged and paid for by the *Owner* and will be conducted by an independent third-party agency. The *Contractor* will be expected to coordinate with the *Engineer* and the agency and provide access to the *Work* for testing and sample collection.
- .2 Within fifteen (15) *Working Days* following notice of award, the *Owner* will submit to the *Contractor* a Quality Control Testing and Inspection Plan covering all phases of the *Work*. The plan shall include, but not be limited to the following:
  - .1 Identification and description of inspection and required test procedures to be used to fulfil the conditions of the *Contract*;
  - .2 The names and certifications of the individuals or testing firms selected to fulfil the requirements of this section.
- .3 In accordance with the accepted Quality Control Testing and Inspection Plan described above, the *Contractor* shall appoint, pay for, and coordinate quality control testing and inspection for the following, for verification and acceptance into the *Work*:
  - .1 Ready-mix **Concrete**, as follows:
    - .1 In-field testing of concrete deliveries in accordance with *Specifications* and CSA A23.1-19/A23.2-19 to verify temperature, slump, and air content of each load is within the appropriate ranges specified by the accepted mix design. Verbally report results of each test to *Engineer*'s delegate immediately for field acceptance of concrete deliveries and submit written report of test results to *Engineer* for *Project* records.
    - .2 Assist the testing agency in casting QA and QC compressive strength verification specimens for 7-day and 28-day test results for the first delivery of each *Working Day* and submit laboratory results to *Engineer* for acceptance. The QA specimens shall have descriptive labelling applied to the outside of each specimen after curing and shall be delivered to the *Owner*. The specimens will be retained for independent testing at a qualified laboratory agreed to by all parties, should a dispute arise.

- .2 **Construction aggregates and engineered fill materials** as follows:
  - .1 Sampling and laboratory testing of construction aggregates per the requirements of 1.7.3.3 and 1.7.3.4 above, if not provided by the *Supplier* of such materials.
  - .2 Full-time, in-field nuclear densometer compaction testing during bedding and backfilling operations, and during installation of road gravels. The quality control testing personnel shall communicate insufficient compaction results to *Engineer's* delegate and *Contractor* immediately. Corrective measures and the results of any re-tested areas to be verified as having achieved minimum compaction requirements and shall be reported in deliverables.
  - .3 Where laboratory control densities are unable to be achieved, a new control density for the material may be determined by the quality control personnel in accordance with the NSTIR Standard Specification for Highway Construction and Maintenance, Division 3, Section 5, after having received prior written consent from the *Engineer*. Verbally report results to *Engineer's* delegate immediately for field acceptance of new control density and submit results to *Engineer* for *Project* records.
  - .4 The testing agency will submit a detailed test location sketches and reports of all results to *Engineer* for acceptance once minimum compaction is achieved in all areas tested.
- .3 **Road asphalt** as follows:
  - .1 Prior to paving, final (fine) grading shall be certified, witnessed, and approved by the *Engineer* and/or the testing agency to ensure compliance with *Project Drawings* for crown and slope.
  - .2 Bulk sampling, coring, and laboratory testing per the NSTIR Test Methods Manual and the Standard Specification for Highway Construction and Maintenance, Division 4, Section 19, to determine conformance with *Specifications* and parameters established in accepted asphalt mix design formula.

In accordance with TM-3, collect a minimum of two (2) sample sets on each day of paving for each road asphalt mix type for the following tests:

    - .1 Mix testing, per Table 2, Series D and E only;
    - .2 Asphalt density, per 6.2.4;
    - .3 Asphalt thickness, per 6.2.5.

One (1) of the above sample sets shall have descriptive labelling applied to the outside of each bulk sample container and asphalt core, and shall be delivered to the *Owner*. The sample set will be retained for independent testing at a qualified laboratory agreed to by all parties, should a dispute arise.
  - .3 All testing results shall be submitted to the *Engineer* for acceptance and payment adjustment calculation (if required) in accordance with Table 4.
- .4 If requested, ensure *Owner* and *Engineer* have adequate access to the *Work* and to locations where products being incorporated into the *Work* are being prepared.
- .5 Cooperate and assist *Engineer* in conducting necessary tests when requested.
- .6 Arrange for inspections and tests by authorities other than the *Engineer* when required.

- .7 Do not backfill pipework, appurtenances, or other portions of the *Work* until necessary inspections by the *Engineer* are completed, QC and other required tests are completed, and passing results are achieved.
- .8 The *Engineer* may order any buried *Work* to be uncovered for examination, if necessary. Correction of defective *Work* shall be paid for by *Contractor*. If *Work* was previously *Approved* and no defects are found, the *Owner* will reimburse the *Contractor* for their costs.

Delete Subsection 1.10.3, and replace with the following:

“.3 *Engineer’s Site* office is not required.”

Delete Subsections 1.10.6 and 1.10.7, and replace with the following:

- .6 The *Contractor* shall make arrangements and pay for any temporary power, if required. Coordinate with the electrical utility when arranging for, and installing temporary power.
- .7 Temporary water piping and connections to be *Provided* by the *Contractor* in coordination with the *Owner*. Water to be supplied by the *Owner* when necessary.”

After replaced Subsection 1.10.7, add new Subsection 1.10.8 & 1.10.9 as follows:

- .8 Ensure temporary reinstatement is maintained throughout construction *Site* for the duration of the *Project* until final reinstatement.
- .9 Access to and from all properties may be required at any time. By the end of each *Working Day*, all driveway access must be either temporarily or permanently reinstated unless otherwise directed.”

Delete Subsection 1.11.1, and replace with the following:

- .1 Confine *Construction Equipment, Products*, and operations to within the boundaries of streets, specified right-of-way, or *Site* limits shown or *Site* secured by the *Contractor* as an operations base. Use of private property outside of the limits specified here shall be as per 1.3.11”

After Subsection 1.11.2, add the following:

- .3 *Site* shall be kept neat and tidy and undergo a thorough cleanup at the end of each *Working Day* (or more frequent intervals if required), to the satisfaction of the *Engineer*. This includes, but is not limited to, the following:
  - .1 Removal of gravel/soils/debris from paved and landscaped areas;
  - .2 Removal and disposal of waste materials/garbage;
  - .3 Grading (and gravelling, if required) of travelled ways to ensure a smooth unimpeded passage of vehicles;
  - .4 Application and maintenance of dust control measures, as required, and as *Approved* by the *Engineer*;
  - .5 Maintenance of safety and traffic control equipment (signs, barricades, cones, etc.).”

Delete Subsection 1.12.1, and replace with the following:

- "1 While the *Work* is being carried out, *Provide* continuous traffic control in accordance with Temporary Workplace Traffic Control Manual, latest edition, as issued by the Nova Scotia Department of Transportation and Infrastructure Renewal. A Temporary Workplace Signer certified by the province of Nova Scotia is required to prepare traffic control plans and oversee traffic control operations for all *Work* performed within the right-of-way.

The basic objective of each traffic control plan is to permit the *Contractor* to *Work* within the right-of-way efficiently and effectively, while maintaining a safe and efficient movement of vehicles and pedestrians around or through temporary workplaces, and to protect workers in temporary workplaces from errant vehicles.

Traffic control plans shall be submitted to the *Engineer* for *Approval* a minimum of five (5) *Working Days* prior to commencement of the *Work* requiring the traffic control activity. Coordinate proposed traffic control activities with Acadia University during preparation of traffic control plan (where required). Plans must consider access to campus buildings and residences, especially during the **final weekend in August when students move in to begin classes in September**. Any plans found incomplete, ambiguous, or unclear will be returned for revision and re-submittal.

Any requests for full street closures are to be submitted to the *Owner* in writing at least 48 hours in advance of the proposed closure, and *Approved* in writing by the *Owner*, with notifications and public messaging per section 1.3."

After Subsection 1.14.1, add the following:

- "2 Comply with all *Owner* Health and Safety requirements for *Contractors*. Complete and return Health and Safety Checklist."

Delete Subsection 1.16.1, and replace with the following:

- "1 Prepare a Waste Management Plan, including source separating plan and waste disposal plan indicating anticipated waste types, disposal methods, and disposal locations. Plan shall be submitted to the *Engineer* for *Approval* a minimum of five (5) *Working Days* prior to commencement of the *Work*."

## 01 22 00 – MEASUREMENT AND PAYMENT

Delete *Standard Specification* section 01 22 00 in its entirety, and replace it with new Section 01 22 00 included with these *Project Documents*.



### 01 57 00 – ENVIRONMENTAL PROTECTION

After Section Subsection 1.3.2, add the following:

- “3 Catch basin protection:
  - .1 Install *Approved* sediment traps on all existing catch basins remaining in service within and adjacent to *Work* areas to ensure sediment does not enter stormwater system.
  - .2 Inspect and maintain sediment traps throughout execution of the *Work*, and remove sediment traps at completion.”

Delete subsection 1.5.4, and replace with the following:

- “4 Control emissions from equipment by employing the following mitigation best practices:
  - .1 Procure fuel-efficient equipment models, equipped with run-time indicators where possible, to assist in monitoring and lowering fuel consumption and cost;
  - .2 Encourage reduced idling by use of automatic shut-off mechanisms where possible, and through driver training programs;
  - .3 Assess the capacity of the equipment being considered, and use only equipment that meets minimum size requirements, to reduce unnecessary fuel consumption;
  - .4 Regularly maintain vehicles and equipment to ensure efficient operation (e.g. regularly checking tire pressure, and conducting operational maintenance on the basis of engine hours);
  - .5 Vehicle route planning to take the shortest transportation route possible;
  - .6 Install energy efficient security and task lighting (e.g., LED lights);
  - .7 Minimize areas of disturbance, where possible;
  - .8 Arrange site toolbox talks to encourage compliance with the mitigation measures listed above, and to raise awareness of the benefits of the mitigation measures.”

### SECTION 03 30 00 – CONCRETE

Delete Subsection 2.2.1, and replace with the following:

- “1 *Provide* in accordance with CSA A23.1, Table 5, Alternate (1) Performance.”

### SECTION 31 10 00 – CLEARING AND GRUBBING

At the end of Section 3.1 – General, add the following new subsections:

- “7 Where topsoil is to be reused for landscaping fill, take measures to ensure all deleterious materials are removed and the resulting material meets the requirements of 32 91 19 – 2.1.
- .8 The *Contractor* shall take all reasonable precautions to protect mature trees in the work area in accordance with 32 91 10. Mature trees having a breast diameter of 100mm or larger shall not be disturbed unless directed by the *Engineer*. Notify the *Engineer* of the presence of any such trees or their root systems in the *Work* area that may impede *Work*.”

## SECTION 31 20 00 - EARTHWORK

At the end of this specification section, add new sections as follows:

“3.12 Disposal of Surplus Excavated Material

- .1 Dispose of surplus excavated material as directed by the *Engineer* to disposal *Sites Approved* by the Town of Wolfville.

3.13 Restoration

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

## SECTION 32 98 00 - REINSTATEMENT

Following Section 1.3, add new Section 1.4 as follows:

“1.4 PAYMENT

- .1 Payment for reinstatement of street asphalt, pavement marking, driveways, walkways, gravel, and landscaped/vegetated surfaces within 6m on either side of the *Work* disturbed during construction is to be included as an incidental to the *Work*, unless specified under *Contract* items within 01 22 00 – MEASUREMENT AND PAYMENT.”

Add the following to Section 3.1:

- “3.1.3 All disturbances are to be maintained such that do not pose a safety risk to the public at all times including weekends and holidays.”

### PART 2 Products

2.1 NOT USED

- .1 Not used.

### PART 3 Execution

3.1 NOT USED

- .1 Not used.



**PART 1 General**

1. *Unit Prices* and lump sum 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 water main, sanitary sewer, and storm sewer items, the following are included (but are not limited to) as required where individual quantities are not provided in the Tender Form: clearing, grubbing, common excavation, shoring, dewatering, geotextile, bedding, backfilling, compaction, disposal of surplus materials, joint restraints, thrust blocks, thrust anchors, zinc anodes, insulation, polyethylene encasement, flushing, pressure, vacuum and mandrel testing, disinfection, dechlorination, cleaning, closed circuit television inspections, marker stakes, marker tape, tracer wire and test stations.
3. For earthwork, street construction and landscaping include all of the following as required where individual quantities are not provided in the Tender Form: clearing and grubbing, removals, borrow, common excavation, backfilling, compaction, disposal of surplus material, pavement markings, tree removal, traffic control, all incidentals and reinstatement as specified
4. All measurement shall be along a horizontal plane unless otherwise indicated. Scale tickets for gravels and asphaltic concrete shall be provided within 48 hours, when requested by the Engineer, regardless of the unit of measurement.
5. The quantities listed in the Schedule of Quantities and *Unit Prices* are approximate only and are for the purpose of tendering. Payment to the Contractor will be based on actual quantities of work completed in accordance with the drawings and specifications.
6. The numbers of the items described below correspond to the numbers of the items in Section 00 41 43, Part 4 - Schedule of Quantities and *Unit Prices*.
7. Provisional items shall be included in the estimated *Contract Price* as tendered. The *Owner* reserves the right to alter quantities and/or delete all or portions of provisional items from the estimated *Contract Price* without change to any tendered unit rates.

## EARTHWORKS

1. Clearing and Grubbing

Unit of Measurement: Lump Sum (LS)

This item includes: cutting and disposal of all trees and brush, removal and disposal of all stumps, roots, downed timber, embedded logs, rootmat, humus, and topsoil from areas indicated.

3. Mass Excavation and Embankment

Unit of Measurement: cubic meter (m<sup>3</sup>) of cut

Method of Measurement: surface-to-surface volume method between topographical survey taken after asphalt removal, grubbing and topsoil removal and lines and elevations indicated.

This item includes: excavation, placement and compaction to lines and elevations indicated, and disposal of surplus or unsuitable material.

6. Borrow

Unit of Measurement: cubic meter (m<sup>3</sup>)

Method of Measurement: surface-to-surface volume method between topographical survey taken before placement of borrow and lines and elevations indicated.

This item includes: supply of suitable fill material meeting requirements of *Project Documents*, placement and compaction.

## STORM SEWER

33. Catch Basins

Unit of Measurement: Each (Ea)

Method of Measurement: number of units installed by type and size.

This item includes: Installation of catch basins complete with frame and grate, inspection, including all required excavation, backfilling, compaction, supply and installation of all frames and grates and adjustment to finished grade. Min. 450 mm sump depth.

34. Catch Basin Leads

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe from centre of catchbasin to centre of main sewer, centre of manhole, or termination point indicated.

This item includes: excavation, removal and disposal of existing pipe within or partially within theoretical trench, bedding and backfilling, supply and placement of pipe complete with all fittings, connections and reinstatement up to and including subgrade as specified.

35. Connection to Existing Main

Unit of Measurement: each (Ea)

This item includes: locating existing line or structure and supply and installation of all fittings, catch basin, or manhole, coring of existing structures as indicated. This item also includes excavation, bedding, backfilling, connections and reinstatement up to and including subgrade as specified.

**STREET CONSTRUCTION**

41. Gravels

Unit of Measurement: tonne (t)

Method of Measurement: scale tickets signed by Engineer.

This item includes: supply, placement and compaction of gravel as indicated.

43. Asphalt Concrete

Unit of Measurement: tonne (t)

Method of Measurement: scale tickets signed by Engineer.

This item includes: supply, placement and compaction as indicated including tack coat.

44. Curb

Unit of Measurement: metre (m)

Method of Measurement: along top face of curb.

This item includes: concrete curb, including dowels/reinforcement as required, heating/hoarding and other cold weather incidentals (when required), curing and backfill to subgrade as indicated. Note that supply/placing/compaction of 150mm Type 1 granular base (extend 300mm beyond back of curb for street curbing, 150mm behind curb elsewhere) will be paid under Item 41 – Gravels.

45. Walkway and Pad

.1 Cast-in-Place Concrete

Unit of Measurement: square metre (m<sup>2</sup>)

Method of Measurement: slope measure of indicated area.

This item includes: This item includes: sidewalk, including dowels/reinforcement as required, heating/hoarding and other cold weather incidentals (when required), curing, supply/placing/compaction of base gravels and backfill as indicated. Sidewalk to be 150mm thick at all locations. Control joints to be sawcut on 1.6m x 1.6m pattern. Expansion joints at max. 50m spacing.

46. Tactile Walking Surface Indicators (set)

Unit of Measurement: Each (ea.)

This item includes: Supply and installation of tactile walking surface indicator sets at location specified on *Drawings*. Each set includes 5 plates unless indicated otherwise on *Drawings*.”

51. Adjust Existing Catch Basin Frames and Covers – approx. 500mm

Unit of Measurement: Each

This item includes: excavation and backfill, removal of existing shafting material and intermediate sections, supply and installation of required pre-cast concrete sections, supply and placement of cast-in-place concrete as required, setting of frame and grate to finished grade. This item also includes the removal and disposal of all debris accumulated during construction.

53. Replace MH/CB Frame and Cover/Grate

Unit of Measurement: Each

This item includes: excavation and backfill, removal of existing frame and cover/frame, removal and disposal of shaft section or grade rings, supply and installation of new adjustable frame and grate or cover as specified, reconstruction with pre-cast sections and cast-in-place concrete as specified, setting of frame and cover/grate to finished grade. Existing frame and cover/frame to become property of owner unless directed otherwise.

54. Site Removals

All disposal of removed materials to be in accordance with *Contractor’s Waste Management Plan* (01 10 00 – 1.16.1).

.1 Existing Asphalt Removal, Embankment and Disposal

Unit of Measurement: square meter (m<sup>2</sup>)

Method of Measurement: slope measure of indicated area.

This item includes: removal and disposal of asphalt. Also includes saw cutting at limits to be removed, and milling as required for step joint where new asphalt is to meet existing.

2. Existing Concrete Curb

Unit of Measurement: meter (m)

Method of Measurement: slope measure along top of curb.

This item includes: excavation, removal and disposal of existing concrete curb. This item also includes backfilling and compaction as required.

3. Chain Link Fencing

Unit of Measurement: meter (m)

Method of Measurement: slope measure along top rail.

This item includes: excavation, removal and disposal of chain link fencing including posts, gates, rails, fabric, fittings, accessories and concrete footings. This item also includes backfilling and compaction as required.

.4 Monitoring Well Decommissioning

Unit of Measurement: Each (Ea)

This item includes: the decommissioning of groundwater environmental monitoring wells by properly and permanently filling in and sealing in accordance with Nova Scotia Environment and Labour Environmental Monitoring Well Decommissioning Fact Sheet. Casings shall be totally removed or be cut off a minimum of 0.3 m below grade prior to grouting.

.5 Driveway Apron and Curb Removal

Unit of Measurement: Each (Ea)

This item includes: excavation, removal and disposal of concrete apron and curb and gutter. This item also includes any saw cutting of concrete and/or asphalt, backfilling and compaction to subgrade as required.

.6 Catchbasin Removal and Relocation

Unit of Measurement: Each (Ea)

This item includes: excavation, removal/salvage of existing catchbasin, frame & grate and adjustment rings, re-installation of catch basin at new location complete with frame and grate, inspection, including all required excavation, backfilling, compaction, and installation of all frames and grates and adjustment to finished grade.

55. Geotextile

Unit of Measurement: square meter (m<sup>2</sup>)

Method of Measurement: slope measure of area to receive geotextile.

This item includes: supply, installation of Propex Geotex 351 geotextile where shown on the *Project Drawings* or as directed by *Engineer*.

56. Pavement Markings

Unit of Measurement: Lump Sum (LS)

This item includes: the supply and application of paint in the colours, sizes, and configurations shown on the drawings and as specified by the Engineer. Parking lot lines shall be 100mm wide solid yellow. Accessible Parking symbols shall be white on a blue background.

## LANDSCAPING

61. Topsoil and Sod

Unit of Measurement: square meter (m<sup>2</sup>)

Method of Measurement: slope measure.

This item includes: excavation, supply 150 mm topsoil, lime, fertilizer, sod, required accessories, and maintenance/watering as required through establishment period.”

66. Bark Mulch

Unit of Measurement: square meter (m<sup>2</sup>)

This item includes: excavation, supply, placement of 100 mm thick bark mulch and non-woven filter fabric.

**ADDITIONAL ITEMS**

71. Trench Excavation - Rock (Provisional)

Unit of Measurement: cubic meter (m<sup>3</sup>)

Method of Measurement: surface-to-surface volume method between topographical survey taken after rock is exposed and theoretical trench dimensions as indicated in Section 39 00 00 - Standard Detail 01 22 00 - 01.

Boulders larger than one-half cubic meter, any portion of which is within theoretical trench, will be classified as rock. Boulders removed from trench shall be measured along the three maximum perpendicular axes.

This item includes: all incremental work for rock excavation and disposal of surplus material over and above cost of common excavation which is included in price for pipe and related items.

76. 25' Light Pole c/w Base, LED Fixtures

Unit of Measurement: Each (Ea)

Method of Measurement: number of units installed

This item includes: the supply and installation of the parking lot area lighting as shown on the drawings including pole, reinforced concrete base and LED fixtures. This item also includes all connections, grounding, final wiring, testing, demonstration and commissioning, bedding and backfilling to subgrade.

77. 12' Light Pole Base

Unit of Measurement: Each (Ea)

Method of Measurement: number of units installed

This item includes: the supply and installation of the decorative lighting reinforced concrete base, bedding and backfilling to subgrade. Also includes anchor bolts for poles (Valmont Standard 4" Round Standard Duty Pole (12' height) with matching square base cover, or equivalent) and integration of conduits.

78. 12' Light Pole c/w LED Fixtures and Receptacle (Provisional)

Unit of Measurement: Each (Ea)

Method of Measurement: number of units installed

This item includes: the supply and installation of the decorative lighting as shown on the drawings including pole, LED fixture, fuse and in-line fuse holder and GFI receptacle. This item also includes all connections, grounding, final wiring, testing, demonstration

and commissioning. Acceptable Materials: Luminaires to be Holophane Utility Arlington Series Full Cutoff LED 2 Model No. AUCL2 035HO 4K AS BKL 3 S H PCS to match recently installed decorative lighting within the Town. Poles to be Valmont Standard 4" Round Standard Duty Pole (12' height) with matching square base cover, or equivalent with GFI receptacle 6" from top of pole.

79. Electrical Underground (conduit, wiring, stub outs, etc)

Unit of Measurement: Lump Sum (LS)

This item includes: common excavation, backfilling, bedding, compaction, marker tape, 35mm PVC conduit and wiring as indicated, end caps on stub outs, reinstatement to match existing including gravels, asphalt, curbing, topsoil, sod, etc. necessary to complete the work. Wiring as indicated on the drawings. Stubs to extend min. 2m from pole/base or to limits indicated on drawings.

80. Power Point Installation

Unit of Measurement: Lump Sum (LS)

This item includes: Supply and install of all power point components as indicated on drawings including, meter socket base, panel enclosure complete with main breaker and breakers as shown on drawings, grounding, service mast/head on utility pole complete with concrete surround at base, conduit from utility pole to meter and wiring. Also includes coordination with NSPI for installation of new underground power feed, meter and connection. Work to be complete as per NSPI standard requirements.

**CONTINGENCY ALLOWANCE**

No payment will be made under this item unless authorized by the *Engineer*.

Expenditures under the contingency allowance shall be authorized in accordance with Part 6, CHANGES – in the General Conditions.

***Any portion of the contingency allowance remaining upon completion of the Contract shall not form part of the final Contract Price.***

\*\*\*\* End 01 22 00 \*\*\*\*

**Appendix A**  
**Town of Wolfville Contractor Safety Forms**





**Town of Wolfville  
Occupational Health and Safety  
Contractor Health and Safety Requirements**



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**CONTRACTOR HEALTH & SAFETY REQUIREMENTS**

**OVERVIEW**

The Town of Wolfville has set high standards for health and safety performance, and requires those same high standards from all contractors.

All contractors are required to read and comply with this program.

**GENERAL RESPONSIBILITIES**

**Responsibilities of the Town of Wolfville:**

- Ensure that the scope of work is clearly outlined to contractors before the start of any contract.
- Inform contractors of any extraordinary hazards associated with the work.

**Responsibilities of Contractors:**

- Have the training, knowledge and experience to perform the work safely and properly.
- Possess, and maintain current, all necessary licenses, permits, registrations and insurances (including workers' compensation insurance).
- Comply with all relevant occupational health and safety and environmental laws, including:
  - the Nova Scotia Occupational Health and Safety Act and regulations, and
  - the Transportation of Dangerous Goods Act and other relevant federal legislation.
- Ensure that all sub-contractors hired by them to perform work for the Town of Wolfville comply with all relevant occupational health and safety laws and this program.

**SELECTION OF CONTRACTORS**

1. Health and safety performance will be strongly considered by the Town of Wolfville when selecting contractors. Based on previous experience, observations, and references, all contractors must be competent to perform the work safely and properly.
2. The Town of Wolfville may request proof of compliance with the relevant health and safety laws. Contractors may need to provide copies of a safety policy and/or program and proof that they have established a safety representative and/or a health and safety committee.

**CONTRACTING OUT BY CONTRACTORS**

1. Contractors must inform the Town of Wolfville if they intend to sub-contract any part of the work.

# Town of Wolfville

## Occupational Health and Safety

### Contractor Health and Safety Requirements



2. The Town of Wolfville must approve all sub-contractors before work begins on a job, or as soon as the need for sub-contracting arises.
3. Contractors must ensure that their own sub-contractors are aware of and comply with all Town of Wolfville health and safety requirements and relevant health and safety laws.
4. The Town of Wolfville has the right to require the removal and/or replacement of sub-contractors to ensure acceptable health and safety performance. If that occurs, the Town of Wolfville will suffer no penalty.

#### **BEFORE WORK BEGINS**

##### **Before work begins, contractors must:**

- perform a hazard assessment and ensure that proper controls are in place (for example: establishing safe work procedures and use of appropriate safety materials, equipment, devices and clothing).
- discuss with the Town of Wolfville any special considerations necessary to perform the work safely.
- sign and return the Contractor Safety Checklist to the Town of Wolfville OHS Coordinator to indicate that the safety requirements are understood and will be complied with. Contractors will be expected to complete and return the checklist, and all required documentation, on an annual basis.
- provide the OHS Coordinator with a copy of a current clearance letter from the Workers' Compensation Board of Nova Scotia verifying that coverage is in place.
- provide satisfactory proof of licenses, permits, registrations, Certificate of Recognition, certificates of competency, other insurances, etc.

#### **WORKPLACE RESPONSIBILITIES**

1. Contractors are responsible to provide and properly use all safety materials, equipment, devices and clothing prescribed by regulations and necessary to do the work in a safe, healthy, and environmentally responsible manner.
2. Contractors must provide adequate supervision of their employees and their sub-contractors, and ensure that they are properly trained to perform the work safely. This includes possessing all required certificates of competency and training, and meeting all requirements to designate competent persons.
3. Contractors shall ensure that their employees receive adequate rest so that they are able to perform their tasks safely and properly.
4. Contractors must perform ongoing hazard assessments to ensure that work is performed safely.
5. Contractors shall provide instructions on how to perform specific work tasks and provide training and ongoing supervision in the activities for which such contractors have been hired

# Town of Wolfville

## Occupational Health and Safety

### Contractor Health and Safety Requirements



and shall not expect such instruction, training or supervision to be provided by the Town of Wolfville.

6. The Town of Wolfville or its representatives may inspect contractors' facilities, equipment, and work practices at any time to confirm that health and safety requirements are being met.
7. If contractors are not meeting the health and safety requirements outlined in this program, the Town of Wolfville Chief Administrative Officer, OHS Coordinator and/or department heads have the authority to intervene. Contractors may be required to take steps such as provide additional training, supervision, materials, equipment, devices, or clothing. If necessary, The Town of Wolfville may stop the work until contractors have corrected the situation. If the non-compliance continues, the contract may be cancelled. There will be no penalty to The Town of Wolfville for any of these actions taken to ensure a safe and healthy workplace.

#### **REPORTING ACCIDENTS, LEGAL ACTIONS & ORDERS**

1. Contractors must immediately investigate and report to the Town of Wolfville all lost-time accidents, all environmental spills, and all equipment/property damage in excess of \$500 relating to work performed on behalf of the Town of Wolfville. Serious near-misses should also be investigated by contractors.
2. Contractors must immediately report to the Town of Wolfville all legal actions (including orders or charges laid by compliance officers) relating to work performed on behalf of the Town of Wolfville.
3. Contractors are responsible to indemnify the Town of Wolfville for any losses, including fines and legal expenses, arising from their health, safety or environmental liability or the health, safety or environmental liability of their sub-contractors while performing work for the Town of Wolfville.

**Town of Wolfville  
Occupational Health and Safety  
Contractor Health and Safety Checklist**



**CONTRACTOR HEALTH & SAFETY CHECKLIST**

*Contractors must review the attached information and complete this checklist before performing work for the Town of Wolfville. This checklist will be required on an annual basis.*

*Return completed checklist and required documents to:*

OHS Coordinator  
Town of Wolfville  
200 Dykeland Street  
Wolfville, NS B4P 1A2

Name of contractor/company: \_\_\_\_\_

Name of health and safety contact: \_\_\_\_\_

- Are you currently registered and in good standing with the Workers' Compensation Board of NS? Yes  No

If yes, include copy of current clearance letter when returning this checklist.

- Are you currently carrying business liability insurance? Yes  No

Amount of coverage: \_\_\_\_\_

- Copies of other documents (licenses, permits, registrations, Certificate of Recognition, certificates of competency, proof of insurances) required by the Town of Wolfville:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Town of Wolfville  
Occupational Health and Safety  
Contractor Health and Safety Checklist**



**I confirm that I have received a copy of the Town of Wolfville Contractor Health & Safety Requirements, that I have reviewed and will comply with that document, and that I will provide to the Town of Wolfville, on an ongoing basis, copies of the documents described above as being required by it.**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

SAMPLE

**Appendix B**  
**Award Document Submission Checklist**





**--- DOCUMENT SUBMISSION CHECKLIST ---**

Please complete this checklist and include a copy with submitted documents.

The following is a list of administrative documents required for project initiation. Electronic originals or other documents not requiring embossed seals and/or signatures can be submitted electronically.

Item	Due	Method/Date Submitted
<input type="checkbox"/> Original <b>Tender Form</b> (00 41 43), signed and sealed by tenderer	<i>With tender submission</i>	
<input type="checkbox"/> Tender addenda forms (if applicable), signed and acknowledged	<i>With tender submission</i>	
<input type="checkbox"/> Original <b>Tender Security</b> , signed and sealed by tenderer (if applicable)	<i>With tender submission</i>	
<input type="checkbox"/> Current WCB Clearance Letter (GC 10.4)	<i>With tender submission</i>	
<input type="checkbox"/> Current WCB safety accreditation or Certificate of Recognition from Construction Safety Association (GC 9.5)	<i>With tender submission</i>	
<input type="checkbox"/> Certificates of insurance demonstrating confirmation of all required coverage (GC 11.1)	At kick-off meeting, or email prior	
<input type="checkbox"/> Town of Wolfville OHS Contractor Health and Safety Checklist	At kick-off meeting, or email prior	
<input type="checkbox"/> <u>Two</u> original copies of the executed <b>Form of Agreement</b> (00 53 43), as received following award	Originals due at kick-off meeting	
<input type="checkbox"/> <b>Contract Security</b> (GC 11.2) – original bonding documents	Originals due at kick-off meeting	
<input type="checkbox"/> Draft construction schedule indicating anticipated start date and planned operations to completion (GC 3.5/01 10 00-1.3.1)	At kick-off meeting, or email prior	
<input type="checkbox"/> Completed Project Contractor Contacts form	At kick-off meeting, or email prior	
<input type="checkbox"/> Completed Document Submission Checklist (this document)	At kick-off meeting	

ISSUED BY:

**Alexander J. de Sousa, P.Eng.**  
 Director of Engineering & Public Works  
 Town of Wolfville

\_\_\_\_\_  
 Representative Signature

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Date