

KENT AVENUE NEW SIDEWALK

TENDER
WOL004-2025

February 24, 2025



A cultivated experience for the mind, body and soil.



Town of Wolfville
Kent Avenue
New Sidewalk

Information for Tenderers
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TOWN OF WOLFVILLE

INFORMATION TO TENDERERS – SECTION - 00 21 13

Agency : Town of Wolfville
359 Main Street
Wolfville, Nova Scotia, B4P 1A1

Contact Persons: Alexander de Sousa, P.Eng.
Director of Engineering & Public Works
adesousa@wolfville.ca

1. A complete Tender is comprised of the following:
 - .1 The Tender Form in its entirety, with all pages and spaces for entry of information by Tenderers filled in as instructed.
 - .2 Acknowledgment of addenda received by the Tenderer during the tendering period.
 - .3 Tender Security (refer to clause 1.17 herein).
2. Only hard copy tender submissions will be accepted up to but no later than 2:00:00 pm on **March 20th, 2025**, at the following address:

**359 Main Street
Wolfville, Nova Scotia, B4N 1A1
Attn: Alexander de Sousa, P.Eng.**
3. All tenders received will remain unopened until 2:15pm on the stated closing date
4. Tenderers must have a current and valid Letter of Good Standing issued by the Construction Safety Nova Scotia or an approved Workers' Compensation Board of Nova Scotia Safety Certifying partner to undertake the *Work*. Evidence of compliance with this requirement will need to be submitted before a notice to proceed will be given. Out of province companies must have a current and valid letter of Good Standing as a member of the Canadian Federation of Construction Safety Associations (CFCSA) or from a recognized safety association which utilizes an external audit element. Evidence of compliance with this requirement will need to be submitted before a notice to proceed will be given.
5. Tenderers must be in possession of a Certificate of Good Standing from the Workers' Compensation Board of Nova Scotia. Evidence of compliance with this requirement will need to be submitted before a notice to proceed will be given.
6. Tenderers must have personnel that have completed the Nova Scotia Environment and Climate Change Watercourse Alteration Installers course and hold valid certification.



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7. Before tendering, Tenderers shall have examined the site of the work and shall have satisfied themselves as to the working conditions, including labour conditions and labour rules, the nature and kind of work to be done, any special risks associated therewith and all other matters which may be necessary in order to form a proper conception under which the work will be required to be performed. Tenderers shall not be entitled to claim for extra compensation of time or costs at any time after closing of tenders on the basis that there was any misunderstanding in regard to all such conditions.
8. Complete the Tender Form and have corrections initialed by the individual signing the tender.
9. When forming their estimates and preparing their tenders, Tenderers shall take full cognizance of the content of all the *Contract Documents* listed in Section 00 41 43 – Tender Form – Unit Rate.
10. Official electronic bid submission must be submitted in accordance with clause 2 herein. Notify the *Owner* not less than five (5) *Working Days* before bid closing of omissions, errors, questions, or ambiguities found in the *Contract Documents*. If the *Owner* determines a correction, explanation, or interpretation is necessary; a written addendum will be issued not less than two (2) *Working Days* before tender closing. All addenda will form part of the *Contract Documents*. Tenderers will be advised simultaneously of any decisions on such matters as necessary by means of addenda (which will be serially numbered) and all addenda issued shall be incorporated into the *Contract Documents*.
11. Tenderer shall fill in the completion time and is notified that the completion date based on this may be taken into account in considering the tenders.
12. All tenders shall be valid for acceptance for sixty (60) calendar days from the closing date.
13. The Agreement is included in the *Contract Documents* at the time of tendering and is provided for information only and shall not be completed at the time of tendering.
14. The appending of any qualifying clauses to the tender or failure to comply with these instructions and with all other relevant provisions contained in the documents in the completing of any tender may render such tender liable to disqualification as determined by the *Owner*.
15. Any attempt by the tenderer or any of its employees, agents, contracts, or representatives to contact members of Town Council or Town staff not identified in this clause may lead to disqualification.
16. *Contract Price* to exclude Harmonized Sales Tax (HST). HST shall be indicated as a separate amount and included in the *Total Amount Payable*.
17. Each tender shall be accompanied by tender security in the amount of ten percent (10%) of the *Total Amount Payable* in evidence of the bona fide nature of the tender.



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18. Electronic bonds (E-bonds) will be permitted. The requirements as stated in clause 17 above apply in addition to the following:
 - .1 A bid bond may be submitted in an electronic or digital format provided it meets the following criteria:
 - .1 The version submitted by the Tenderer must be verifiable by the *Owner* with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company.
 - .2 The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to the *Owner*, and in a single file. Allowable formats include pdf.
 - .3 The verification may be conducted by the *Owner* immediately or at any time during the life of the bond and at the discretion of the *Owner* with no requirement for passwords or fees.
 - .4 The results of the verification must provide a clear, immediate and printable indication of pass or fail.
 - .5 Bonds failing the verification process will NOT be considered to be valid.
 - .6 Bonds passing the verification process will be treated as original and authentic.
19. The tender security of the unsuccessful Tenderers will be returned after the *Owner* enters into a formal agreement with the successful Tenderer or the expiration of validity of their tenders, whichever occurs first.
20. On the written acceptance by the *Owner* of a tender, that tender becomes the *Contract* and the Tenderer who has submitted it becomes the *Contractor*. The *Contractor* will be required to enter into a formal agreement with the *Owner* following receipt of a written notice of acceptance from the *Owner*. The written notice of acceptance forms a *Contract* until the formal "Agreement" is executed.
21. Within seven (7) days of written acceptance of a tender contractor shall provide contract security in the amount and form as specified in GC 11.2 and as supplemented in Section 00 73 00, and Insurance as specified in GC 11.1.
22. Where manufactured articles are described or specified in the *Contract Documents* by name, catalogue number of a manufacturer or supplier, Tenderers shall tender on the basis of using only such articles. Procedure concerning substitution of a specified article with another shall be in accordance with equivalents and alternates in Section 01 10 00.



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23. The *Owner* will not defray any expenses whatsoever incurred by Tenderers in the preparation and submission of their tenders. The *Owner* reserves the right to waive any formality or technicality in any tender.
24. The *Owner* reserves the right to accept or to reject any or all tenders received, or to select a tender which is deemed by the *Owner* to be in its best interests. The *Owner* reserves the right to negotiate with the lowest compliant tenderer in the event that all tendered prices are higher than anticipated.
25. Tenders, which in the opinion of the *Owner* are considered to be informal or unbalanced, may be rejected.
26. The *Owner* reserves the right to reject all proposals, cancel and re-tender in the event of a bid process over the Council approved budget amount.
27. The *Owner* shall not be bound by trade or custom in dealing with and/or evaluating the responses to this tender. The *Owner* reserves the right to interpret any and all aspects of this tender as may be most favourable to the *Owner*.
28. In submitting a tender, the tenderer has accepted the reservations of rights as set out herein and agrees to be bound by the same.
29. Tenders may be amended or withdrawn without penalty, prior to tender closing. Amendments shall not disclose either original or revised total price.
 - .1 Sealed envelope with a subject line of amendment or withdrawal to read as follows: “[Amendment]/[Withdrawal] of **Kent Avenue New Sidewalk No. WOL004-2025**”. Provide an electronic signature and submit at email address provided above. All submissions must be received prior to tender closing.
30. By submitting a tender, the tenderer agrees to the public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the bid, which the tenderer considers personal information, confidential information, or a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.

***** End of Section 00 21 13 *****



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TENDER FORM – SECTION - 00 41 43

1. SALUTATION:

- .1 To: Town of Wolfville
359 Main Street
Wolfville, Nova Scotia, B4P 1A1
- .2 For: Kent Avenue
Tender No. WOL004-2025
Wolfville, Nova Scotia
- .3 From:

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 To have personal knowledge of the location of the proposed *Work* and is informed as to the actual conditions and requirements, including labour conditions and labour rules and shall not claim at any time after execution of the Agreement that there was any misunderstanding in regard to such conditions and requirements.
- .4 That *Contract Documents* and addenda No. ____ to ____ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this tender.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the *Work* as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated *Contract Price* shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 4 hereunder.
- .3 That this tender is valid for acceptance for sixty (60) calendar days from the time of tender closing.



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- .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. Upon request to provide evidence of ability and experience within seven (7) calendar days of request, including experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the *Work*, and financial resources.
- .5 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the *Owner* within fourteen (14) calendar days of written notice of award.
- .6 That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .7 That if certified cheque is forfeited, *Owner* will retain difference in money between amount of Tender and amount for which *Owner* legally contracts with another party to perform the *Work* and will refund balance, if any, to Tenderer.
- .8 Declares to have carefully examined the documents and addenda No. ____ to ____ referred to in the first paragraph of this Tender Form, and the Tenderer hereby accepts and agrees to the same as forming a part of the *Contract*.
- .9 Understands that in the event that the tendered *Contract Price* is not within the project budget, the *Owner* has the right to negotiate the *Contract* with the low bidder or reject all tenders received.
- .10 Agrees that the warranty period defined in the *Contract Documents* shall be for a period of one (1) year from the date of *Ready-for-Takeover*.
- .11 Understands that *Substantial Performance of the Work* will be established in accordance with General Conditions of the *Contract* and applicable lien legislation.
- .12 Understands that after the issuance of the certificate of *Substantial Performance of the Work* by the *Engineer*, provided that the *Contractor* has relieved the *Owner* from any and all claims, demands and lien claims for and in respect of the *Contract*, and has completed all outstanding items and corrected all deficiencies, the *Contractor* shall submit an application for Final Payment and the *Engineer* will thereafter prepare the Final Certificate for payment in accordance with the General Conditions of the *Contract* and applicable lien legislation.
- .13 Understands that the payment of holdback will be in accordance with the General Conditions of the *Contract* and subject to the provisions of the lien legislation applicable to the *Place of the Work*.



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- .14 Understands the occupational Health and Safety Legislation and any Workers or Workplace compensation legislation applicable to the *Place of the Work* and declares that they are in good standing and have all necessary certification as required by such legislation.
- .15 Agrees that time shall be construed as being of the essence of the *Contract*.
- .16 That the *Contract Documents* include:
 - .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2024.
 - .2 Wolfville Municipal Standards and Specifications.
 - .3 Tender Form.
 - .4 Form of Agreement.
 - .5 General Conditions of the Civil Works Contract.
 - .6 Supplementary General Conditions.
 - .7 Supplementary Specifications.

<u>Section</u>	<u>Section Number</u>
General Requirements	01 10 00
Measurement and Payment	01 22 00
Environmental Protection	01 57 00
Erosion and Sediment Control	31 15 53
Earthwork	31 20 00
Reinstatement	32 98 00
Standard Details	39 00 00

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.8 Drawings

Kent Avenue New Sidewalk, Wolfville, Nova Scotia, Issued for Tender Drawings 1 to 5, Revision 2, dated February 19, 2025, prepared by DesignPoint Engineering & Surveying Ltd.

Drawing No. Title

C-T01	Cover Street
C-PP02	Plan & Profile – Kent Avenue – 0+000 to 0+160
C-PP03	Plan & Profile – Kent Avenue – 0+160 to 0+320
C-PP04	Plan & Profile – Kent Avenue – 0+320 to 0+480
C-PP05	Plan & Profile – Kent Avenue – 0+480 to 0+540

.9 Addenda _____ through _____.

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4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
<u>EARTHWORK</u>					
1.	Clearing	L.S.	<u>1</u>	_____	_____
2.	Grubbing	L.S.	<u>1</u>	_____	_____
8.	Imported Material	m ³	<u>100</u>	_____	_____
SUBTOTAL EARTHWORK:				\$	_____
<u>STREET CONSTRUCTION</u>					
41.	Gravels				
	.1 Type 1 – 150 mm	t	<u>60</u>	_____	_____
43.	Asphalt				
	.1 Type D – 65 mm	m ²	<u>240</u>	_____	_____
44.	Curb				
	.1 Curb and Gutter (Provisional)	m	<u>220</u>	_____	_____
45.	Sidewalk				
	.1 Concrete – 100 mm	m ²	<u>770</u>	_____	_____
	.2 Concrete – 150 mm	m ²	<u>250</u>	_____	_____
46.	Tactile Walking Surface Indicators	ea	<u>20</u>	_____	_____
53.	Sign Base	ea	<u>1</u>	_____	_____
SUBTOTAL STREET CONSTRUCTION:				\$	_____
<u>LANDSCAPING</u>					
61.	Topsoil & Sod	m ²	<u>580</u>	_____	_____
65.	Interlocking Concrete Pavers	m ²	<u>30</u>	_____	_____
SUBTOTAL LANDSCAPING:				\$	_____



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SUBTOTAL EARTHWORK \$ _____

SUBTOTAL STREET CONSTRUCTION \$ _____

SUBTOTAL LANDSCAPING \$ _____

ESTIMATED CONTRACT PRICE (Excluding HST) \$ _____

Add HST (15% of the Estimated Contract Price) \$ _____

TOTAL AMOUNT PAYABLE \$ _____

TENDERER'S HST REGISTRATION NO. _____

5. COMPLETEION TIME

- .1 Tenderer agrees to achieve *Ready-for-Takeover* no later than **October 1st, 2025**.

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6. SIGNATURES *

DATED THIS _____ DAY OF _____, 2025.

[Seal]

Name of Firm Tending

Witness

Signature of Signing Officer

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone Number

Fax Number

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

***** End of Section 00 41 43 *****



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FORM OF AGREEMENT – SECTION - 00 53 43

This Agreement made on the _____ day of _____ in the year 2025.

BY AND BETWEEN

Town of Wolfville

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

Kent Avenue New Sidewalk

Tender No. WOL004-2025

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

DesignPoint Engineering & Surveying Ltd. is acting as and is hereinafter called the *Engineer*,

and

- .2 do and fulfill everything indicated by this Agreement, and
- .3 complete the *Work* and attain *Ready-for-Takeover* as approved by the *Engineer* by **October 01, 2025**, and the *Work* must not extend over next season, unless agreed otherwise with the *Owner*.



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ARTICLE A2 – AGREEMENTS AND AMENDMENTS

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

ARTICLE A3 - CONTRACT DOCUMENTS

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

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

<u>Section</u>	<u>Section Number</u>
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.8 Drawings

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C-PP04	Plan & Profile – Kent Avenue – 0+320 to 0+480
C-PP05	Plan & Profile – Kent Avenue – 0+480 to 0+540

.9 Addenda _____ through _____.

ARTICLE A4 - CONTRACT PRICE

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

_____ /100 dollars \$ _____

.2 All amounts are in Canadian funds. *Unit Prices* exclude HST and *Total Amount Payable* includes HST.

.3 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

.4 The final *Contract Price* will be the sum of the products of the actual final quantities that are incorporated in, or made necessary by the *Work*, as confirmed by count and measurement, multiplied by the appropriate *Unit Prices* from the Tender Form together with any adjustments that are made in accordance with the provisions of the *Contract Documents* plus the amount of HST.

ARTICLE A5 - PAYMENT

.1 The *Owner* shall pay the *Contractor* in Canadian funds for the performance of the *Contract*.

.2 The *Owner* shall make monthly payments on account to the *Contractor* for the work performed, as certified by the *Engineer*, subject to a 10% holdback.



- .3 The amount of the monthly payments shall be calculated as follows:
 - .1 The quantity for each pay item on which actual work has been performed shall be measured.
 - .2 For each *Unit Price* item this quantity shall be multiplied by the applicable *Unit Price* as provided in the Tender Form.
 - .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
 - .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from subsection A5.3.2 and A5.3.3 of this section.
 - .5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under subsection A5.3.4 of this section.
 - .6 To the amount calculated above, the Harmonized Sales Tax will be added.
- .4 The last day of the payment period shall be the last day of the month.
- .5 Upon *Substantial Performance of the Work* as certified by the *Engineer* the *Owner* shall pay to the *Contractor* the holdback monies then due in accordance with the provisions of Section 00 72 45 - GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT, subsection GC 5.6 – SUBSTANTIAL PERFORMANCE AND PAYMENT OF HOLDBACK.
- .6 Upon the issuance of the final certificate for payment, *Work* as certified by the *Engineer* the *Owner* shall pay to the *Contractor* the balance of monies then due in accordance with the provision of Section 00 72 45 – GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT, subsection GC 5.7 – FINAL PAYMENT.
- .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the *Contractor* in accordance with the provisions of Section 00 72 45 - GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT, subsection GC 11.1 – INSURANCE.



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- .8 If the *Owner* fails to make payments to the *Contractor* as they become due under the terms of the *Contract*, interest shall be payable as follows:
 - .1 The annual interest rate applicable to the contract is 1% compounded monthly.
 - .2 Interest shall be calculated on the overdue balance from the due date.
- .9 The *Owner* shall pay invoices no later than **30** days from date of receipt.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- .1 Notices in writing shall be addressed to the recipient at the address set out below.
- .2 The delivery of a notice in writing shall be by hand, courier, prepaid first class mail, facsimile or e-mail.
- .3 A notice in writing delivered by one party in accordance with this *Contract* shall be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five (5) *Working Days* after the date on which it was mailed.
- .4 A notice in writing sent by e-mail shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* following the transmission thereof.
- .5 An address for a party may be changed by notice in writing setting out the new address delivered to the other party in accordance with this Article.
 - .1 The *Owner* at: 359 Main Street, Wolfville, Nova Scotia, B4P 1A1
 - .2 The *Contractor* at: _____
 - .3 The *Engineer* at: 90 Western Parkway, Suite 500, Bedford, Nova Scotia, B4B 2J3

ARTICLE A7 - QUANTITIES AND MEASUREMENT

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



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ARTICLE A8 – SUCCESSION

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

ARTICLE A9 - RIGHTS AND REMEDIES

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

ARTICLE A10 - TIME

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

ARTICLE A11 – SEVERABILITY

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

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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

Signature of Signing Officer

Name and Title of Witness (Printed)

Name and Title of Signing Officer (Printed)

Witness Signature

Signature of Signing Officer

Name and Title of Witness (Printed)

Name and Title of Signing Officer (Printed)

CONTRACTOR

Name of Contractor

Witness Signature

Signature of Signing Officer

Name and Title of Witness (Printed)

Name and Title of Signing Officer (Printed)

Witness Signature

Signature of Signing Officer

Name and Title of Witness (Printed)

Name and Title of Signing Officer (Printed)

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

***** End of Section 00 53 43 *****



TOWN OF WOLFVILLE

SUPPLEMENTARY GENERAL CONDITIONS – SECTION – 00 73 00

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

SECTION 00 71 00 – DEFINITIONS

1. Page 6, before the definition for *Change Directive*, add new definition for *Approved or Approval*:

“Approved or Approval

Is acceptance by the *Consultant* in accordance with the *Consultant’s* responsibilities described in clause GC 2.2 – ROLE OF THE ENGINEER.”

2. Page 6, after the definition for *Change Order*, add new definition for *Contract Administrator*:

“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 OF THE CIVIL WORKS CONTRACT.”

3. Page 6, after the definition for *Contractor*, add new definition for *Delay Charges* Item as follows:

“Delay Charges

Are 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.”

4. Page 6, after the definition for *Drawings*, add new definition for *Engineer* Item as follows:

“Engineer

An individual or corporate entity, when duly appointed as set forth in the *Contract Documents*, will act in the capacity of the *Engineer for the Project*. This individual or entity shall be licensed 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.”

5. Page 7, after the definition for *Payment Legislation*, add new definition for *Period of Delay* as follows:

“Period of Delay

Is the period of time from *Ready-for-Takeover* date specified in Article A1, subclause .3, and the actual *Ready-for-Takeover* date; if any.”



6. Page 7, after the definition for *Project*, add new definition for *Project Documents* as follows:

“Project Documents

Project Documents consist of those documents prepared to supplement the *Standard Specifications* 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.”

7. Page 7, after the definition for *Project Documents*, add new definition for *Provisional Item* as follows:

“Provisional Items

Provisional Items are for *Work* that may be required in the execution of the *Contract* but are not anticipated at the tendering stage. Provisional items, if applicable, are listed in Section 00 41 43 – Tender Form, Subsection 4 – Schedule of Quantities and Unit Prices, and are not included in the Estimated Contract Price. No payment will be made for *Provisional Items* unless authorized by the *Engineer*.”

8. Page 7, after definition for *Shop Drawings*, add new definition for *Site* as follows:

“Site

Is the geographical location of the *Work* identified in the *Contract Documents*.”

9. Page 7, after the definition for *Specifications*, add new definition for *Standard Specification* as follows:

“Standard Specifications

The *Standard Specifications* consist of DEFINITIONS, GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT, SUPPLEMENTARY GENERAL CONDITIONS, MEASUREMENT AND PAYMENT, GENERAL REQUIREMENTS, other Technical Specifications and standard details developed by the Nova Scotia Road Builders Association and the Consulting Engineers of Nova Scotia Joint Committee on Contract Documents and published with the title of Standard Specifications for Municipal Services.”

10. Page 7, after definition for *Supplemental Instruction*, add new definition for *Supplemental Specifications* as follows:

“Supplementary Specifications

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

11. Page 7, after definition for *Temporary Work*, add new definition for *Total Amount Payable* as follows:

“Total Amount Payable

Is the sum of the *Contract Price* as stipulated in Article A4, subclause .3 subject to adjustments made in accordance with the provisions of the *Contract Documents* plus the amount of *Value Added Taxes*.”

12. Where the term “*Consultant*” is used throughout the General Conditions, revise to read “*Engineer*”.



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GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

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

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

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

GC 2.4 DEFECTIVE WORK

Page 11, delete clause 2.4.3 and replace with the following:

“2.4.3 If in the opinion of the *Engineer* it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Contractor* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Owner* and the *Contractor* do not agree on the difference in value, then the matter shall be resolved in accordance with the requirements of **PART 8 – DISPUTE RESOLUTION.**”

PART 3 EXECUTION OF THE WORK

GC 3.4 CONSTRUCTION SCHEDULE

Page 12, delete clause 3.4.1.1, and replace with the following:

“3.4.1.1 prepare and submit to the *Owner* and the *Engineer* for discussion at the first project stakeholder (“kickoff”) meeting, a construction schedule that indicates the timing of the major activities of the *Work* and provides sufficient detail of the critical events and their interrelationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*;”



Page 12, add new clause 3.4.2 as follows:

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

GC 3.5 SUPERVISION

Page 12, delete clause 3.5.1, and replace with the following:

- “3.5.1 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*.”

Page 12, add new clause 3.5.3 as follows:

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

GC 3.6 LAYOUT OF THE WORK

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

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



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GC 3.8 LABOUR AND PRODUCTS

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

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

GC 3.9 SHOP DRAWINGS

Page 13, add to clause 3.9.1 as follows:

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

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

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

Page 13, add to clause 3.9.7 as follows:

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

PART 5 PAYMENT

GC 5.5 APPLICATIONS FOR PAYMENT

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

“5.4.2 Applications for payment shall be dated the last day of the monthly payment period. 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.”



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Page 14, delete clause 5.4.3, and replace with the following:

“5.4.3 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 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 5.5 PAYMENT

Page 15, revise clause 5.5.1.1, revise "10 Working Days" to read "15 Working Days".

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

“5.5.1.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A5 of the Agreement – PAYMENT on or before twenty (20) calendar days after the later of:

- .1 receipt by the *Engineer* of the application for payment; or
- .2 the last day of the monthly payment period covered by the application for payment.”

Page 15, after clause 5.5.1.2 add the following new clauses:

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

5.5.1.4 The *Contractor* shall pay promptly any and all accounts for labour, services and materials used for the purpose of the 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.”

Page 15, after clause 5.5.2 add the following new clause:

“5.5.3 The *Contractor* shall pay promptly, and in compliance with *Payment Legislation*, any and all accounts for labour and services, equipment, and/or materials used in the *Work*, and shall furnish the *Engineer* with proof of payment of such accounts in such form and as often as the *Engineer* may request.”



GC 5.6 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

Page 15, delete clause 5.6.2, and renumber existing 5.6.1 to 5.6.2. Add new clause 5.6.1 as follows:

“5.6.1 The *Contractor* shall make application to the *Engineer* for *Substantial Performance of the Work*. The proposed date of *Substantial Performance of the Work* shall allow sufficient time for inspection and evaluation of the *Work* by the *Engineer* and *Owner*, and payment of the holdback within the timeframes mandated by *Payment Legislation*, and specified elsewhere in the *Contract Documents* if *Substantial Performance of the Work* is to be approved for the date applied.”

Page 15, after clause 5.6.1.2, add the following:

- “5.6.1.3 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*.
- 5.6.1.4 Submit a certificate of clearance from the Workers’ Compensation Board of Nova Scotia, certifying the *Contractor’s* compliance with the requirements of the applicable act and legislation.
- 5.6.1.5 Submit a valid Letter of Good Standing issued by the Construction Safety Nova Scotia and the Nova Scotia Department of Labour, Skills and Immigration.
- 5.6.1.6 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.
- 5.6.1.7 Submit any outstanding closeout submittals per the requirements of GC 12.1 – READY-FOR-TAKEOVER, and Section 01 10 00.
- 5.6.1.8 Date all such documents not earlier than the expiry of the lien period as stipulated by the Builders’ Lien Act of Nova Scotia.”

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

- “5.6.3 Subject to the requirements of the *Payment Legislation* of the *Place of the Work*, all holdback prescribed by the applicable lien legislation for completed *Work* shall become due and payable to the *Contractor* no later than ten (10) *Working Days* following the expiration of the sixty (60) holdback period. If, within sixty (60) calendar days after the issue of the certificate of *Substantial Performance of Work*, the *Contractor* has not corrected all the documented deficiencies, the *Owner* shall retain sufficient monies, as determined by the *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 lien legislation in the *Place of the Work*.”

Page 15, delete clause 5.6.4, add replace with the following:

- “5.6.4 The *Contractor* shall submit an application for payment of the holdback amount in accordance with GC 5.5 – PAYMENT, such that the *Owner* has sufficient time to pay the holdback amount in full within five (5) *Working Days* of the expiration of the lien period stipulated by the Builders' Lien Act of Nova Scotia. Include the following with application:
- .1 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*;
 - .2 A certificate of clearance from the Workers' Compensation Board of Nova Scotia, certifying the *Contractor's* continued compliance with the requirements of the applicable act and legislation.
 - .3 A valid letter of current Good Standing issued by the Construction Safety Nova Scotia and the Nova Scotia Department of Labour, Skills and Immigration.
 - .4 A Statutory Declaration on CCDC Form 9A, latest edition, affirming that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and any other indebtedness which may have been incurred by the *Contractor* in the *Substantial Performance of the Work*, and for which the *Owner* may in any way be held responsible, have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute. Any outstanding claims not disclosed shall later be rejected.”

GC 5.7 FINAL PAYMENT

Page 15, delete clause 5.7.1 in its entirety and replace with the following:

- “5.7.1 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 The *Work* has been completed, is *Ready-for-Takeover* in accordance with GC 12.1 – READY-FOR-TAKEOVER, has been 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 All identified defects and deficiencies have been corrected and completed.



- .4 Equipment and systems have been tested, adjusted and balanced and are fully operational, written reports, and manuals as outlined in the *Contract Documents* have been provided to the *Owner*, and meets the *Owner's* satisfaction.
 - .5 Certificates required by utility companies, 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.
- 5.7.2 If, in the opinion of the *Engineer*, the above requirements are not complete, then the *Engineer* will not accept the application, and request resubmission.
- 5.7.3 If, in the opinion of the *Engineer*, it is not expedient to correct defective work or work is not performed in accordance with the requirements of the *Contract*, the *Owner* may deduct from 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*."

Page 15/16, renumber existing clauses 5.7.2, 5.7.3 and 5.7.4 to 5.7.4, 5.7.5, and 5.7.6 respectively. In renumbered clause 5.7.4, change "10 calendar days" to read "15 Working Days".

Page 16, in renumbered clause 5.7.6, in line 2, change "5 calendar days" to "15 Working Days".

PART 6 CHANGES IN THE WORK

Page 16, add new clause 6.1.1.3 as follows:

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

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

GC 6.2 CHANGE ORDER

Page 16, after clause 6.2.3, add the following:

- "6.2.4 If the method of adjustment of the *Contract Price* proposed by the *Contractor* is a lump sum or unit price quotation as described in 6.2.2.2, the following shall apply:
- .1 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 Itemized quantities and unit rates for *Contractor*-supplied labour and *Products* defined in GC 3.8 – LABOUR AND PRODUCTS;
 - .2 Itemized *Subcontractor* and *Supplier* costs (where applicable);
 - .2 The unit rates submitted for 6.2.4.1.1 shall be the *Contractor's* standard charge out rates, and shall already include all overhead and profit. The extended totals shall be the only compensation the *Contractor* is entitled to for any and all overhead, profit, incidental, and/or administrative costs related to the change in the *Work*, including but not limited to any costs related to management and supervision, shop drawing production, estimating, site office and home office expenses, workers tools, temporary facilities and controls, and/or coordination of any and all activities related to the change in the *Work*.
 - .3 Under 6.2.4.1.2, the maximum *Contractor* markup shall be **Five percent (5%)** net of taxes for all **Products, Construction Equipment, Temporary Work, Subcontracts, and Others**, as defined in 6.3.7;
 - .4 All *Subcontractors* and *Suppliers* performing a part or parts of the *Work*, or supplying labour and/or *Products* described in GC 3.8 and 6.3.7 which are required by the change, shall have a direct contract with the *Contractor* subject to the requirements of the *Contract Documents*, and upon request, produce a detailed cost summary and/or written quotations as described in 6.2.4.1. A *Subcontractor* may not subcontract and invoice the *Contractor* for any portion of their scope in respect of any change in the *Work* unless agreed by the *Owner*.
- 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* using the cost-plus method, the *Contractor* shall, each *Working Day*, report to the *Engineer* in writing and in full detail, the amount and costs associated with carrying out such work on the preceding working day in the form of daily work records. No claim for compensation shall be considered or allowed unless such reports have been made and verified on a daily basis by the *Engineer*. 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.



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- 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

Page 17, delete clause 6.3.6.3, add replace with the following:

- “6.3.6.3 The *Contractor’s* markup fee shall be **fifteen percent (15%)** for the actual costs of labour performed by the *Contractor’s* own forces, net of taxes, on the first \$20,000, and **ten percent (10%)** thereafter. The *Contractor’s* markup shall be **five percent (5%)** for the costs, net of taxes, for all *Products, Construction Equipment, Temporary Work, Subcontracts*, and others, as defined in 6.3.7, and subject to the limitations of 6.3.6.5.

Page 17, following clause 6.3.6.3, add new clauses 6.3.6.4, 6.3.6.5 and 6.3.6.6 as follows:

- “6.3.6.4 All subcontracts shall be with the *Contractor* directly, with the conditions of 6.3.6 being applicable to the *Subcontractor*. A *Subcontractor* may not subcontract and invoice the *Contractor* for any portion of their scope in respect of any change in the *Work* unless agreed by the *Owner*.
- 6.3.6.5 In the event that any of the change in the *Work* contains items or parts that, in the opinion of the *Engineer*, are the same as, or equivalent to items in the *Schedule of Prices*, then the unit prices in the *Schedule of Prices* shall be the prices paid by the *Owner*, without markup, for the work or parts of the work in respect of any change in the *Work*, subject to GC 6.7 – QUANTITY VARIATIONS.
- 6.3.6.6 The markups provided for in 6.3.6 shall be the only compensation the *Contractor* is entitled to for any and all overhead, profit, incidental, and/or administrative costs related to the change in the *Work*, including but not limited to any costs related to management and supervision, shop drawing production, estimating, site office and home office expenses, workers tools, temporary facilities and controls, and/or coordination of any and all activities related to the change in the *Work*.”



GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

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

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

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

GC 6.5 DELAYS

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

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

Page 19, following clause 6.5.5, add new clauses 6.5.6 and 6.5.7 as follows:

“6.5.6 Should the *Contractor* fail to attain *Ready-for-Takeover* for the *Work* by the date indicated in Article A-1, Clause 1.3 in the Agreement between the *Owner* and the *Contractor*, the period of time from this agreed date to the actual date when the *Engineer* confirms the *Work* is *Ready-for-Takeover*, shall be termed the *Period of Delay*.

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



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GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

Page 19, following 6.6.6, add new clause 6.6.7 as follows:

"6.6.7 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 terms and conditions of the *Contract*, including the *Contractor's* issuance of unnecessary Requests for Information (RFI's). The *Engineer* will notify the *Owner* and *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause a delay. The *Owner* shall make claims based on the *Engineer's* invoices."

GC 6.7 QUANTITY VARIATIONS

Page 19, delete GC 6.7 in its entirety and replace with the following:

"6.7.1 The *Work* will be completed subject to funding approvals. *Unit Prices* issued at the time of tender close will be final and will not be subject to adjustment upon quantity variation."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.4 CONSTRUCTION SAFETY

Page 24, after clause 9.4.5, add new clause 9.4.6 as follows:

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



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PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

Page 25, after clause 10.1.2, add new clause 10.1.3 as follows:

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

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

Page 25, delete clause 10.2.2 in its entirety 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, inspections, licenses, letters of approval, and certificates, such as those from the Nova Scotia Department of Public Works, Nova Scotia Power, Nova Scotia Environment and Climate Change, and shall 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, if required.”

Page 25, delete clause 10.2.3 in its entirety and replace with the following:

- “10.2.3 The *Contractor* shall post or pay any refundable and/or non-refundable fees, where required, before proceeding with the *Work*. The *Contractor* is responsible for the determination of the requirement for each specific project and for the payment of any required deposits.”

PART 11 INSURANCE

Page 26, rename PART 11 – INSURANCE to PART 11 – INSURANCE AND CONTRACT SECURITY

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

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



Page 26, delete clause 11.1.2 in its entirety and replace with the following:

“11.1.2 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*.”

Page 26, after clause 11.1.3, add new clause 11.1.4 as following:

“11.1.4 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.”

Page 27, add new GC 11.2 CONTRACT SECURITY

GC 11.2 CONTRACT SECURITY

Page 27, add new clauses 11.2.1, 11.2.2, 11.2.3 and 11.2.4 as follows:

“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 surety bonds, the costs for which shall be included in the *Contract Price*:

11.2.1.1 **Performance Bond** in the amount of 50% of the *Total Amount Payable*; and

11.2.1.2 **Labour & Materials Bond**, in the amount of 50% of the *Total Amount Payable*.

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.

11.2.3 Bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

11.2.4 The *Contract* security will be retained until the expiration of the warranty period.”



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PART 12 OWNER TAKEOVER

GC 12.1 READY-FOR-TAKEOVER

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

“12.1.1.9 All reinstatement as required by the *Contract Documents*.

12.1.1.10 any other documentation identified as a closeout or *Ready-for-Takeover* document as specified in Section 01 10 00.”

GC 12.3 WARRANTY

Page 28, after clause 12.3.6, add new clause 12.3.7 as follows:

“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 operation maintenance, which shall be carried out by the *Owner*.”

PART 13 INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

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

Page 28, within clauses 13.1.2, change all occurrences of \$2,000,000 indemnification limits to \$5,000,000.

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



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TOWN OF WOLFVILLE

SUPPLEMENTARY SPECIFICATIONS

INTENT OF THE SUPPLEMENTARY SPECIFICATIONS

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

SECTION 00 21 00 – INFORMATION TO TENDERERS

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

SECTION 00 41 43 – TENDER FORM

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

SECTION 00 53 43 – FORM OF AGREEMENT

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

SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS

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

SECTION 01 10 00 - GENERAL REQUIREMENTS

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

1.2 Summary of Work

- .1 The project is located in **Wolfville, Nova Scotia**. This *Work* includes excavation, removal and disposal of existing materials, preparation of base gravels, supply, placement and finishing of concrete sidewalk, reinstatement of existing driveways, concrete curb and gutter, and landscaping and all work indicated on the *Drawings*. All work is to be in accordance with Town of Wolfville specifications, the Standard Specifications for Municipal Services requirements. The *Work* generally consists of the following:
 - .1 Locate all existing infrastructure prior to construction and provide one week for review by the *Owner*.



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- .2 All earthwork including but not limited to mass excavation, import of material, export of material, and removal and disposal of unsuitable material. Grade changes to be approved by the *Engineer*. The *Engineer* and *Owner* will not unreasonably refuse grade change requests. The *Contractor* is to pay for design fees for re-design of grades. All borrow, disposal of excess fill, disposal of grubblings and unsuitable fill will be off-site.
- .3 Obtaining approval and necessary permits from the appropriate regulatory bodies, as well as any associated costs, and compliance with all approvals and permits.
- .4 All Environmental Protection, including but not limited to dewatering, erosion and sedimentation control measures including silt fences, flow checks, ground covers, water treatment, and all other environmental controls required during the course of the *Work* in accordance with Nova Scotia Environment and Climate Change requirements and ongoing site requirements based on weather and site conditions.
- .5 Provision of environmental protection for the duration of the *Work*, including one year following *Ready-for-Takeover* acceptance by the *Owner*.
- .6 Traffic control as per Town of Wolfville and Nova Scotia Department of Public Works Temporary Workplace Traffic Control Manual requirements and the management of a safe work site.
- .7 A written traffic control plan is required to be submitted to the *Owner*, and to be approved by Town of Wolfville prior to the start of construction.
- .8 Protection of all existing infrastructure and utilities, including notification and coordination with all relevant utilities (including, but not limited to, Nova Scotia Power, Bell Aliant, Eastlink, Town of Wolfville, and obtaining all related approvals).
- .9 Shoring of utility poles, as needed.
- .10 All work shown on the *Drawings* is included in this contract.
- .11 All incidental items and costs associated with completing the *Work*.
- .12 Coordinate construction with adjacent property owners. Maintain safe access to driveways and properties for the duration of the *Work*. Provision of temporary access to all residents affected by the *Work*, as required and directed by the *Owner*.



1.3 Scheduling and Coordination

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

"1.3.1 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."

Page 1, following subsections 1.3.5, add 1.3.6 through 1.3.15 as follows:

"1.3.6 *Contractor* shall backfill, grade, and clean up the *Work* without delay as the installation proceeds, to limit disruption to affected landowners and users.

1.3.7 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*.

1.3.8 Safe access shall be always maintained through the *Site* for emergency vehicles, local traffic, and Acadia University staff and operations (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) as necessary when the requirements of the *Work* require complete access restrictions, such as during concrete placement.

1.3.9 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*.

1.3.10 Unless agreed to by the *Owner*, equipment shall not be operated before 7:00 am or after 7:00 pm. The *Contractor* shall notify the *Owner* if intending to perform *Work* on holidays. No *Work* shall take place before 12:00 noon on November 11.

1.3.11 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*.

1.3.12 The *Contractor* is to complete the *Work* and attain *Ready-for-Takeover* as approved by the *Engineer* by **October 01, 2025**, and the *Work* must not extend over next season, unless agreed otherwise with the *Owner*.

1.3.13 *Contractor* is to adhere with spring weight restrictions and plan accordingly.



- 1.3.14 *Contractor* will carry out tests and necessary inspections and will take measurements required for record drawings.
- 1.3.15 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.”

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

1.4 Setting Out the Work

- “1.4.1 The *Contractor* shall establish, maintain, and protect reference control points, and is responsible for layout of the *Work*, per 00 72 45 – GC 3.6 – LAYOUT OF THE WORK, for the entire duration of the *Contract Time*.
- 1.4.2 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*.
- 1.4.3 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.”

Page 1, add new subsections 1.5.3 through 1.5.10 as follows:

1.5 Existing Site Conditions

- “1.5.3 Do not remove nor disturb survey monuments, iron bars, or markers representing property boundaries and locations which may be encountered during the execution of the work, without written permission from the *Owner*. Replace disturbed monuments under the direction of a qualified provincial land surveyor unless written permission for removal has been obtained. Include costs for these services in *Contract Price*.
- 1.5.4 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.
- 1.5.5 The *Contractor* shall indemnify and safe harmless the *Owner* and *Engineer* against damages for consequential loss and against any claim made against the *Owner* or *Engineer* by the owner of any main, line, conduit, or other such structure or utility, in any way caused by the operations of the *Contractor* in the performance of this *Contract*.



- 1.5.6 The existence and location of rocks, shrubs, trees and signs are not guaranteed. *Contractor* to verify in the field prior to commencing work and notify the *Engineer* of any errors or omissions. Utility pole relocations, where applicable, will be conducted by the appropriate utility.
- 1.5.7 Take videos and photographs to record the condition of the work site adequately prior to and during construction. Share the evidence with the *Engineer* and the *Owner* as requested.
- 1.5.8 Carefully dig exploratory holes to determine locations and depths of buried infrastructure, where applicable, which may affect the work of the contract. Dig these holes sufficiently far in advance of the work so as to permit proper planning and scheduling of the *Work*.
- 1.5.9 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.
- 1.5.10 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*."

Page 1, section 1.7 in its entirety, and replace with the following:

"1.7 Submittals

1.7.1 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.

1.7.2 Shop Drawings:

- .1 Subject to the requirements of 00 72 45 – GC 3.9 – SHOP DRAWINGS, submit shop detail or working drawings and manufacturer's data in electronic form for all items requiring fabrication, on or off the *Site*, and for all proprietary equipment to the *Engineer* for review prior to any such items or equipment are commissioned for manufacturing, or are incorporated into the *Work*. Clearly show in detail the dimensions, materials of construction, finish, performance, service and installation requirements, and other pertinent information
 - .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 Check shop drawings prior to submission. Determine and verify all field measurements, field construction criteria, materials, catalogue numbers, and similar data, and check and coordinate each shop drawing with the requirements of the *Work* and *Contract Documents*. Sign and date each shop drawing to confirm compliance with the above requirements.
- .3 Submit *Shop Drawings* with such promptness as not to cause delay in this work, or of the works of any *Subcontractors*.
- .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. The *Engineer* will not review *Shop Drawings* where it is evident they do not meet the requirements of the *Contract Documents*.
- .5 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
- .6 Make corrections required by the *Engineer* as noted and resubmit corrected copies to the *Engineer* for review before fabrication.
- .7 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.
- .8 The *Engineer* will mark comments on one (1) copy of each *Drawing* or document submitted and will return this as an electronic (PDF) copy for the *Contractor's* purposes.
- .9 Provide the section number of the specification with each submitted shop drawing for the purpose of identification.

1.7.3 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*.

1.7.4 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 NSDPW 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.

1.7.5 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.

1.7.6 Operating and Maintenance Data

- .1 Submit electronic copies of the following prior to application for *Ready-for-Takeover*:
 - .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.



1.7.7 Test Results

- .1 Submit certificates and/or reports of the results of monitoring, testing, and inspections where specified in *Project Documents*."

Page 2, section 1.8 in its entirety, and replace with the following:

1.8 Record Drawings

- 1.8.1 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*.
- 1.8.2 Identify *Drawings* as "Project As-Built Copy". Maintain in good condition and make available for inspection on site by *Engineer*.
- 1.8.3 *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 pipes or 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.
- 1.8.4 Do not backfill pipework, appurtenances, or other portions of the *Work* until necessary measurements have been taken.
- 1.8.5 Prior to application for *Ready-for-Takeover*, submit as-built documents and survey point CSV file to *Engineer*."

Page 3, section 1.9 in its entirety, and replace with the following:

1.9 Quality Control

- 1.9.1 All testing requirements specified in 1.9.3 shall be arranged by the *Engineer* and paid for by the *Owner*, and may be conducted by an independent third-party agency. The *Contractor* shall coordinate with staff of the *Engineer* and the testing agency, and shall provide reasonable notice and access to the *Work* for in-situ testing and sample collection.



- 1.9.2 Within fifteen (15) *Working Days* following receipt of the construction schedule as defined in GC 3.4 – CONSTRUCTION SCHEDULE, the *Engineer* shall submit to the *Contractor* a Quality Control Testing and Inspection Plan (QCTIP) 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.
- 1.9.3 In accordance with the QCTIP described above, the *Engineer* shall 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 delivered loads 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 Cast QA and QC compressive strength verification specimens for 7-day and 28-day test results for the first delivery of each *Working Day* (or as specified in the QCTIP) 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 1.7.4.3 and 1.7.4.4 above, if not provided by the *Supplier* of such materials.
 - .2 In situ 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 testing agency in accordance with the Nova Scotia Department of Public Works' [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 Submit detailed test location sketches and reports of all results to *Engineer* for acceptance once required compaction is achieved in all areas tested.
- .3 **Road asphalt** as follows:
 - .1 Prior to paving, compacted final (fine) grading shall be certified, witnessed, and approved by the *Engineer* ensuring compliance with *Project Drawings* for crown and slope.
 - .2 Bulk sampling, coring, and laboratory testing per the Nova Scotia Department of Public Works [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, a minimum of two (2) sample sets will be collected 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*, *Engineer*, and any testing agency personnel have adequate access to the *Work* and to locations where products being incorporated into the *Work* are being prepared.



- .5 Cooperate and assist 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, quality control 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."

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

1.10 Temporary Site Facilities

- 1.10.1 Temporary site facilities are not required for the *Work*.
- 1.10.2 Ensure temporary reinstatement is maintained throughout construction *Site* for the duration of the *Project* until final reinstatement.
- 1.10.3 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."

Page 3, delete subsection 1.11 – Delivery of Materials and Use of the Site in its entirety and replace with the following:

1.11 Delivery of Materials and Use of the Site

- 1.11.1 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 shall be as per 1.3.11"
- 1.11.2 Deliver, store and maintain materials so as to avoid damage.
- 1.11.3 Site shall be kept secure, neat, and tidy, and shall 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 access, safety, and traffic control equipment (signs, barricades, cones, etc.).

1.11.4 Remove or relocate any privately owned vehicles from *Site* during the *Contract Time* at no additional cost to the *Owner*. Immediately notify the *Owner*, and keep record of any such removals or relocations.”

Page 4, delete subsection 1.12 – Traffic Control in its entirety and replace with the following:

1.12 Traffic Control

1.12.1 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 local transit authorities and Acadia University during preparation of traffic control plan (where required). Plans must consider transit routes and 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.”



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Page 4, add the following to subsection 1.14 – Health and Safety:

1.14 Health and Safety

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

Page 4, delete subsection 1.16.1 and replace with the following:

1.16 Waste Management and Disposal

- 1.16.1 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*."

Page 5, delete subsection 1.18 – Photographs in its entirety and replace with the following:

1.18 Photographs

- 1.18.1 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.
- 1.18.2 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.
- 1.18.3 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*. 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*."



Page 5, add the following to subsection 1.19 – Utilities:

1.19 Utilities

- 1.19.5 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.
- 1.19.6 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*.
- 1.19.7 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.
- 1.19.8 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.
- 1.19.9 *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.
- 1.19.10 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.
- 1.19.11 Restore, upon completion of the *Work*, any utilities or structures that have been disturbed.”



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Add the following subsection 1.20 – Flotation and Flooding:

20. Flotation and Flooding

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

Add the following subsection 1.21 – Damage and Injury:

21. Damage and Injury

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

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SECTION 01 22 00 – MEASUREMENT AND PAYMENT

Delete subsection 1.1 – General and replace with the following:

1.1 GENERAL

- .1 Unit prices for all items in the Schedule of Quantities and Unit Prices are full compensation for the work necessary to complete each item in the contract and in combination for all work necessary to complete the *Work* as a whole.
- .2 For each item include all the following as required where individual quantities are not provided in the Tender Form:
 - Any work shown on the drawings for that item
 - Assistance to the *Engineer*
 - Site office, site security & project sign
 - Preparation of traffic control plan
 - Traffic control
 - Coordination with landowners
 - Coordination with all utilities
 - Utility pole shoring
 - Locating existing infrastructure
 - Mobilization & demobilization
 - Utility charges associated with Work
 - Environmental protection
 - Protection of trees
 - Marker stakes
 - Shop drawings
 - Record information of as-builts
 - All incidentals
 - Reinstatement of all disturbed surfaces with matching materials and thicknesses
- .3 Additionally, all water main, sanitary sewer, pressure sewer, and storm sewer pay items, include all the following as required by the *Contract Documents* where individual quantities are not provided in the Tender Form:
 - Any work shown on the drawings for that item
 - Clearing & grubbing
 - Removal & disposal of existing infrastructure (as required)
 - Common excavation
 - Shoring & protection of infrastructure
 - Dewatering
 - Geotextile & geosynthetic fabric
 - Connections to existing laterals
 - Supply, placement, and compaction of both bedding and backfilling materials
 - Fittings, tees, bends, and insulation
 - Thrust blocks & joint restraints
 - Protective coatings and corrosion protection
 - Polyethylene encasement
 - Grade rings & finished grade adjustments
 - Disinfection, dechlorination, & flushing
 - Pressure, vacuum, and mandrel testing
 - Installation & removal of testing stations
 - Cleaning & video inspection prior to *Ready-for-Takeover*
 - Cleaning & video inspection prior to end of warranty period



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- .4 The unit and lump sum prices for all items in the Form of Tender "Schedule of Quantities and Unit Prices" shall include the cost for furnishing all materials, labour, tools, and equipment necessary to complete the *Work* in accordance with the *Contract*, the *Drawings* and *Specifications*, and shall cover all costs of surety, mobilization, permits, assistance to the *Engineer* and site offices and other general costs. Each item shall include for all necessary supervision, labour, materials, plant and services, security provisions, survey and all operations and allowances customary and necessary to complete each item and the *Contract* as a whole notwithstanding the fact that not every such necessary operation is mentioned or included specifically for measurement.
- .5 Where required, the *Contractor* is responsible to provide traffic control as per the Nova Scotia [Temporary Workplace Traffic Control Manual](#), current edition and all other applicable local specifications.
- .6 The *Contractor* is responsible for provision of temporary water service during the *Work*, including all equipment, materials, and incidentals. *Contractor* shall provide a work plan prior to commencement of the *Work*.
- .7 The *Owner* shall be responsible for materials testing for the *Work*. All materials testing during construction shall be coordinated between the *Contractor* and the *Owner*. The *Contractor* shall be responsible to obtain and include in the individual quantities the cost of all other inspections and testing to perform the *Work*.
- .8 All measurements shall be along the horizontal plane unless otherwise indicated
- .9 All volume calculations of trench measurements are based on theoretical trench limits.
- .10 All area calculations related to type 1 gravels, type 2 gravels, and base lift asphalt pay items related to trenching work, will be measured and paid based on theoretical trench.
- .11 *Provisional Items* are included in the *Contract Price* and the *Owner* reserves the right to delete all or portions of the *Provisional Items* from the *Contract Price*.
- .12 The numbers of items described below correspond to the numbers of the items in Section 00 41 43, subsection 4, Schedule of Quantities and Unit Prices.

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EARTHWORK

Delete subsection .1 and replace with the following:

.1 Clearing

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

This item includes: Cutting and off-site disposal of above ground obstructions (trees, brush, shrubs and non-municipal chattels) within the established work zone and within the rights-of-way, as shown on the *Project Drawings*.

Delete subsection .2 and replace with the following:

.2 Grubbing

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

This item includes: removal and off-site disposal of all above ground obstructions (stumps, roots, downed timber, embedded logs, rootmat, and humus) within the established work zone and within the rights-of-way, as shown on the *Project Drawings*. Excavation and disposal of topsoil is included in this pay item, if individual quantities are not provided.

Add subsection .3 with the following:

.8 Imported Material

Unit of Measurement: cubic metre (m³)

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

This item includes: Supply, placement and compaction to lines and elevations indicated, with suitable material within the established work zone and within the rights-of-way, as indicated by the *Owner* or *Engineer*.

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Add subsection .53 as follows:

.53 Sign Base

Unit of Measurement: Each

This item includes: common excavation, backfill, supply and installation of concrete, reinforcing steel, iron pipe sleeve, sign post and water tight cap as per the *Drawings*. This item also includes surface reinstatement to original condition or better.

This item does not include the supply and installation of signs. If applicable, this item also includes the temporary connection of the removed sign post (and sign) to the new sign post.

SECTION 01 57 00 - ENVIRONMENTAL PROTECTION

Page 1, add new section 1.0 General and include the following:

1.0 General

- .1 This section specifies requirements for providing temporary erosion and sedimentation control measures.
- .2 The Work is related to Earthwork: Section 31 20 00

1.2 Disposal of Wastes

Page 1, add new subsection .3 to section 1.2 Disposal of Wastes as follows:

- 1.2.3 Regulated wastes shall be disposed of in accordance with applicable municipal, provincial, and federal requirements.

1.5 Pollution Control

Page 2, delete subsection 1.5.4, and replace with the following:

- 1.5.4 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.”

1.6 Permits and Approvals

Page 2, add new subsection .4 to section 1.6 Permits and Approvals as follows:

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

SECTION 31 20 00 - EARTHWORK

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

1.6 Existing Structures and Underground Services

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

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

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

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

3.4 Blasting

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

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

3.12 Disposal of Surplus Excavated Material

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



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3.13 Restoration

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

3.14 Site Preparation, Excavation and Earthworks

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

SECTION 32 98 00 - REINSTATEMENT

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

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

SECTION 39 00 00 – STANDARD DETAILS

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

*******END OF SUPPLEMENTARY SPECIFICATIONS*******