

WOL013-2025

Harvest Moon Trail Connection & Upgrades

May 2025



A cultivated experience for the mind, body, and soil



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Supplementary Specifications

- Section 00 74 00 – Supplementary Specifications
- Cherry Lane and Kent Avenue – Bike Boulevards Report prepared by DesignPoint Engineering & Surveying Ltd., dated May 7, 2025

Tender Drawings:

- **Harvest Moon Trail Connection & Upgrades prepared by DesignPoint Engineering & Surveying Ltd., Revision 1, Issued for Tender**
Sheet 1: C-01 Site Plan
Sheet 2: C-02 Plan & Profile 0+000 – 0+120
Sheet 3: C-03 Plan & Profile 0+120 – 0+280
Sheet 4: C-04 Plan & Profile 0+280 – 0+420
Sheet 5: C-05 Plan & Profile 0+420 – 0+570
Sheet 6: C-06 Plan & Profile 0+570 – 0+720
Sheet 7: G-01 Grading Sheet 1
Sheet 8: G-02 Grading Sheet 2
Sheet 9: D-01 Construction Details 1
Sheet:10 D-02 Construction Details 2
- **Cherry Lane Crossing prepared by DesignPoint Engineering & Surveying Ltd., Revision 1, Issued for Tender June 21, 2024**
Sheet 1 / C-01 / Crossing Plan

END OF SECTION

OVERVIEW

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

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

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

END OF SECTION

Harvest Moon Trail Connection & Upgrades
Wolfville, Nova Scotia

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

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

1.1 Tender Submission

- .1 Submit completed tender form for above project in sealed envelope marked as follows:

TENDER

Tender No. WOL013-2025
Wolfville AT Connection

Closing up to 2:00 p.m. local time on Friday, May 23, 2025

Town of Wolfville

Attn: Devin Lake, Director of Planning & Development

359 Main Street, Wolfville NS, B4P 1A1

1.2 Safety Certification

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

1.3 Workers' Compensation

- .1 Submit with tender a copy of tenderer's current and valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
- .2 Out-of-province tenderers shall submit, with tender, a current and valid clearance letter from a government workers' compensation board but must register with the Nova Scotia Workers' Compensation Board prior to being awarded the *Contract*.

1.4 Tender Opening

- .1 Tenders will be opened on Friday, May 23, 2025 at 2:15 p.m. local time at the Wolfville Town Hall at 359 Main Street, Wolfville. Opening will be public.
- .2 Tender amendments will be disclosed at public openings.

1.5 Accuracy of Referencing

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

1.6 Conditions of Tendering

- .1 Take full cognizance of content of all *Contract Documents* in preparation of tender. Refer to Section 00 41 43 – Tender Form, Subsection 1.3.8 for a complete list of *Contract Documents*.

1.7 Tenderers to Investigate

- .1 Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the *Contract*. No plea of ignorance of

such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

1.8 Clarification and Addenda

- .1 All questions concerning this tender shall be directed to the following:
Devin Lake
(902)-599-3210
dlake@wolfville.ca
- .2 Notify *Engineer* not less than two (2) *Working Days* before tender closing of omissions, errors, or ambiguities found in *Contract Documents*. If *Engineer* considers that correction, explanation, or interpretation is necessary, a written addendum will be issued. All addenda will form part of *Contract Documents*.
- .3 Confirm in the tender form that all addenda have been received. Tenderers are solely responsible to obtain and acknowledge the receipt of addenda at time of tender closing.

1.9 Preparation of Tender

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

1.10 Taxes

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

1.11 Tender Security

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

1.12 Contract Security

- .1 Refer to Section 00 72 45 – General Conditions, subsection GC 14 – CONTRACT SECURITY for form of contract security. Refer to *Project Documents* for amount of contract security.

1.13 Insurance

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

1.14 Form of Agreement

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

1.15 Return of Tender Security

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

1.16 Amendment or Withdrawal of Tender

- .1 Tenders may be amended or withdrawn prior to tender closing.



- .2 Amendment of individual *Unit Prices* is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.
- .3 Head amendment or withdrawal as follows: "[Amendment/Withdrawal] of tender for Wolfville AT Connection, Tender # WOL013-2025". Sign as required for tender and submit to the address given for receipt of tenders. In order to be considered, submissions shall be received prior to time of tender closing.

1.17 **Offer, Acceptance, Rejection**

- .1 The *Owner* reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of *Contract* without incurring any liability to affected tenderers.

END OF SECTION

**1.1 SALUTATION:**

- .1 To: Town of Wolfville
359 Main Street, Wolfville Nova Scotia B4P 1A1

- .2 For: Tender # WOL013-2025
Harvest Moon Trail Connection & Upgrades
Wolfville, Nova Scotia

- .3 From:

1.2 TENDERER DECLARES:

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

1.3 TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the *Work* as described and specified herein for the unit prices stated in Subsection 1.4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated *Contract Price* shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 1.4 hereunder excluding Harmonized Sales Tax (HST).
- .3 That this tender is valid for acceptance for sixty (60) days from tender closing.
- .4 That measurement and payment for items listed in Subsection 1.4 hereunder shall be in accordance with corresponding items in Section 01 22 00 Measurement and Payment.
- .5 To execute in triplicate the Form of Agreement and forward same together with the specified contract security and insurance documents to the *Owner* within ten (10) *Working Days* of written notice of award.
- .6 That failure to enter into a formal contract and provide specified insurance documents and contract security within time required will constitute grounds for forfeiture of tender security.
- .7 That if tender security is forfeited, *Owner* will retain difference in money between amount of tender and amount for which *Owner* legally contracts with another party to perform the *Work* and will refund balance, if any, to tenderer.

- .8 That *Contract Documents* include:
- .1 Standard Specification for Municipal Services listed in Table of Contents Page Dated January 2024.
 - .2 Overview
 - .3 Information to Tenderers
 - .4 Tender Form
 - .5 Form of Agreement
 - .6 Supplementary Specifications
 - .1 Section 00 74 00 – Supplementary Specifications
 - .2 Cherry Lane and Kent Avenue – Bike Boulevards Report prepared by DesignPoint Engineering & Surveying Ltd., dated May 7, 2025
 - .7 Drawings
 - .1 **Harvest Moon Trail Connection & Upgrades prepared by DesignPoint Engineering & Surveying Ltd., Revision 2, Issued for Tender**
 - Sheet 1: C-01 Site Plan
 - Sheet 2: C-02 Plan & Profile 0+000 – 0+120
 - Sheet 3: C-03 Plan & Profile 0+120 – 0+280
 - Sheet 4: C-04 Plan & Profile 0+280 – 0+420
 - Sheet 5: PP-04 Plan & Profile 0+400 – 0+540
 - Sheet 6: PP-05 Plan & Profile 0+540 – 0+680
 - Sheet 7: G-01 Grading Sheet 1
 - Sheet 8: G-02 Grading Sheet 2
 - .2 **Cherry Lane Crossing prepared by DesignPoint Engineering & Surveying Ltd., Revision 2, Issued for Tender**
 - Sheet 1 / C-01 / Crossing Plan
 - .8 All addenda as issued and as confirmed in subsection 1.2 of this section.



1.4 SCHEDULE OF QUANTITIES AND UNIT PRICES

HARVEST MOON TRAIL CONNECTION & UPGRADES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
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EARTHWORK

5.	Mass Excavation – Unsuitable Material (Provisional)	m ³	15		
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SUBTOTAL EARTHWORK: \$

STORM SEWER

31.	Pipe				
.1	Pipe				
.1	100 mm PVC DR35	m	4		
.2	200 mm PVC DR35	m	53		
.4	750 mm RCP CSA 65D	m	24		
.2	Perforated Pipe				
.1	100 mm PVC DR35	m	410		
.2	200 mm PVC DR35	m	5		
32.	Manholes				
.1	1500 mm	ea	3		
33.	Catch Basins				
.1	S361 Grate	ea	1		
.2	S401 Grate	ea	1		
.3	Pyramid Grate	ea	5		
36.	Connection to Existing				
.1	Pipe	ea	1		
.2	Catch Basin or Manhole	ea	5		
40.	Discharge Swale	m	25		

SUBTOTAL STORM SEWER: \$

STREET CONSTRUCTION

44.	Curb				
.1	Concrete	m	215		



Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
<u>STREET CONSTRUCTION CONTINUED</u>					
45.	Sidewalk				
.1	Concrete				
.1	100mm Concrete	m ²	480		
46.	Tactile Walking Surface Indicators	ea	30		
49.	Adjust Existing Valve Box Covers	ea	1		
50.	Adjust Existing Manhole Frames and Covers	ea	1		
54.	Active Transportation Trail	m	580		
55.	Traffic Sign Base	ea	24		
56.	Traffic Signs	ea	24		
57.	Traffic Calming				
.1	Speed Hump	ea	1		
.2	Raised Crosswalk	ea	2		
.3	Raised RA-4 Crossing with RRFB	ea	1		
58.	Pedestrian Gates	ea	4		
59.	Removal and Repainting of Reconfigured Parking Lot Lines				
.1	Festival Theatre	L.S.	1		
60.	Painted Markings				
.1	Single Line (Yellow)	m	580		
.2	Single Line (White)	m	58		
.3	Stop bar	m	9		
.4	Midblock Crossing	m	27		
.5	Sharrow	ea	6		
.6	Shared-Use Path Marking	ea	12		
.7	Speed Hump/Table Markings	ea	4		

SUBTOTAL STREET CONSTRUCTION: \$ _____



Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
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LANDSCAPING

61.	Topsoil and Sod				
	.1 100mm	m ²	1600		
	.2 150mm	m ²	410		
66.	Vegetation Clearing (Provisional)	L.S.	1		

SUBTOTAL LANDSCAPING: \$ _____

ADDITIONAL ITEMS

71.	Trench Excavation – Rock (Provisional)	m ³	5		
72.	Trench Excavation – Unsuitable Material (Provisional)	m ³	5		
73.	Replacement of Unsuitable Material With Surge Rock (Provisional)	m ³	5		
77.	Removal of Ex. Fence	m	430		

SUBTOTAL ADDITIONAL ITEMS: \$ _____

ENVIRONMENTAL PROTECTION

90.	Environmental Protection	L.S.	1		
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SUBTOTAL ENVIRONMENTAL PROTECTION: \$ _____

SUBTOTAL HARVEST MOON TRAIL CONNECTION & UPGRADES: \$ _____



CHERRY LANE/KENT AVENUE BIKE BOULEVARDS

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
<u>STREET CONSTRUCTION</u>					
44.	Curb				
.1	Concrete	m	9		
45.	Sidewalk				
.1	Concrete				
.2	150mm Concrete	m ²	14		
.2	Asphalt Walkway	m ²	12		
46.	Tactile Walking Surface Indicators	ea	9		
55.	Traffic Sign Base	ea	8		
56.	Traffic Signs	ea	20		
57.	Traffic Calming				
.1	Speed Hump	ea	4		
.2	Raised Crossing	ea	1		
60.	Painted Markings				
.3	Midblock Crossing	m	1		
.4	Sharrow	ea	20		
.6	Speed Hump/Table Markings	ea	5		

SUBTOTAL STREET CONSTRUCTION: \$ _____

LANDSCAPING

61.	Topsoil and Sod				
.1	100mm	m ²	30		

SUBTOTAL LANDSCAPING: \$ _____

ENVIRONMENTAL PROTECTION

90.	Environmental Protection	L.S.	1		
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SUBTOTAL ENVIRONMENTAL PROTECTION: \$ _____

SUBTOTAL CHERRY LANE/ KENT AVENUE BIKE BOULEVARDS: \$ _____



SUBTOTAL HARVEST MOON TRAIL CONNECTION & UPGRADES	\$ _____
SUBTOTAL CHERRY LANE/ KENT AVENUE BIKE BOULEVARDS	\$ _____
ESTIMATED CONTRACT PRICE (EXCLUDING HST)	\$ _____ (A)
ADD HARMONIZED SALES TAX (15% of Estimated Contract Price)	\$ _____ (B)
TOTAL PRICE (A + B)	\$ _____
TENDERER'S HST REGISTRATION NO.	_____

1.5 COMPLETION TIME

- .1 Tenderer agrees to attain Substantial Completion of the work by November 29, 2025.



1.6 SIGNATURES*

DATED THIS _____ DAY OF _____, 2025

Name of Tenderer

Witness

Signature of Signing Officer

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

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

END OF SECTION



This Agreement made on the __ day of ____ in the year__.

BY AND BETWEEN

The Town of Wolfville

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

.1 The Contractor shall:

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

HARVEST MOON TRAIL CONNECTION & UPGRADES, Tender # WOL013-2025

located at Main Street, 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 attain Substantial Performance of the work as certified by the Engineer by the 29th day of November in the Year 2025.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

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

ARTICLE A3 - CONTRACT DOCUMENTS

- .1 The following is an exact list of the *Contract Documents* referred to in Article A1.1 of this Agreement and as defined in subsection 6 of Section 00 71 00 DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the *Contract Documents*.
- .1 STANDARD SPECIFICATION FOR MUNICIPAL SERVICES.
Table of Contents Dated January 2024.
 - .2 Overview
 - .3 Information to Tenderers
 - .4 Tender Form
 - .5 Form of Agreement
 - .6 Supplementary Specifications
 - .1 Section 00 74 00 – Supplementary Specifications
 - .2 Cherry Lane and Kent Avenue – Bike Boulevards Report prepared by DesignPoint Engineering & Surveying Ltd., dated May 7, 2025
 - .7 Drawings
 - .1 **Harvest Moon Trail Connection & Upgrades prepared by DesignPoint Engineering & Surveying Ltd., Revision 2, Issued for Tender**
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Sheet 8: G-02 Grading Sheet 2
 - .2 **Cherry Lane Crossing prepared by DesignPoint Engineering & Surveying Ltd., Revision 2, Issued for Tender**
Sheet 1 / C-01 / Crossing Plan
 - .8 Addenda

ARTICLE A4 - CONTRACT PRICE

- .1 The estimated *Contract Price* is the sum of the products of the estimated quantities multiplied by the appropriate *Unit Prices* in the tender form excluding the amount of Harmonized Sales Tax.
- .2 The estimated *Contract Price* is \$ _____
- .3 All amounts shall be in Canadian funds.
- .4 The amounts shall be subject to adjustment as provided in the *Contract Documents*.

ARTICLE A5 - PAYMENT

- .1 The *Owner* shall pay the *Contractor* in Canadian funds for the performance of the *Contract*.
- .2 The *Owner* shall make monthly payments on account to the *Contractor* for the Work performed, as certified by the *Engineer*, subject to a 10% holdback.
- .3 The amount of the monthly payments shall be calculated as follows:

- .1 The quantity for each pay item on which actual work has been performed shall be measured.
- .2 For each *Unit Price* item this quantity shall be multiplied by the applicable *Unit Price* as provided in the Tender Form.
- .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
- .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from 3.2 and 3.3 of this Article.
- .5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under 3.4 of this Article.
- .6 To the amount calculated above, the Harmonized Tax shall be added.
- .4 The last day of the payment period shall be the last day of the month.
- .5 Upon *Substantial Performance of the Work* as certified by the *Engineer* the *Owner* shall pay to the *Contractor* the holdback monies then due in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC5.6 –SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK.
- .6 Upon the issuance of the final certificate for payment as certified by the *Engineer*, the *Owner* shall pay to the *Contractor* the balance of monies then due in accordance with the provision of Section 00 72 45 - General Conditions, subsection GC5.7 – FINAL PAYMENT.
- .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the *Contractor* in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC11.1 - INSURANCE.
- .8 If the *Owner* fails to make payment to the *Contractor* as it becomes due under the terms of the *Contract*, interest shall be payable as follows:
 - .1 The annual interest rate applicable to the *Contract* is 5% compounded monthly.
 - .2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

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

- .1 The *Owner* at _____ 359 Main Street, Wolfville NS B4P 1A1 _____
- .2 The *Contractor* at _____
- .3 The *Engineer* at _____ 90 Western Parkway Suite 500, Bedford NS B4B 2J3 _____

ARTICLE A7 - QUANTITIES AND MEASUREMENT

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

ARTICLE A8 – SUCCESSION

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

ARTICLE A9 - RIGHTS AND REMEDIES

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

ARTICLE A10 - TIME

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



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

Name of Owner

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for 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.

END OF SECTION

INTENT

- .1 The *Work* of this *Contract* is to be constructed in accordance with the Standard Specification for Municipal Services (2024 Edition) as developed and published by the Nova Scotia Road Builders Association and the Consulting Engineers of Nova Scotia Joint Committee on Contract Documents, except as modified herein.
- .2 These *Supplementary Specifications* modify and take precedence over the *Standard Specification* sections to which they refer.
- .3 These *Supplementary Specifications* replace *Standard Specification* section 00 73 00 – Supplementary General Conditions, as noted in this section.

SECTION 00 21 00 – INFORMATION TO TENDERERS

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

SECTION 00 41 43 – TENDER FORM

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

SECTION 00 53 43 – FORM OF AGREEMENT

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

SECTION 00 71 00 - DEFINITIONS

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

Add the following definitions:**Approved or Approval**

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

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.

Delay Charges

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

Engineer

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

Period of Delay

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

Project Documents

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

Site

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

Standard Specification

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

Supplementary Specifications

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

Total Amount Payable

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

SECTION 00 72 45 - GENERAL CONDITIONS**GC 2.4 DEFECTIVE WORK**

Page 11, within clause 2.4.3, delete the following words in the last sentence at the end of the clause:

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

...and replace with the following:

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

GC 3.4 CONSTRUCTION SCHEDULE

Page 12, revise clause 3.1.1.1 as follows:

- “.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 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 the accepted schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Engineer* pursuant to clause 3.4.1.3, the *Contractor* shall take reasonable steps to cause the actual progress of the *Work* to conform to the accepted schedule, or minimize the resulting *Period of Delay*, and shall produce and submit to the *Engineer* a recovery plan based on a good knowledge of the *Project* progress that provides a reasonable

and attainable approach for the *Contractor* to regain lost time. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with 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*.”

...and add clause 3.5.3 as follows:

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

GC 3.6 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 land surveyor licenced to practice in the province of Nova Scotia, at no additional cost to the *Owner*.”

GC 3.9 SHOP DRAWINGS

Page 13, add the following to existing clause 3.9.1:

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

Add the following to existing clause 3.9.7:

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

GC 5.4 - APPLICATIONS FOR PAYMENT

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

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

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, in clause 5.5.1.1, revise:

"10 calendar days" to read "15 working days".

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

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."

Delete clause 5.6.4, and 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) 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 Nova Scotia Worker's Compensation Board, certifying the *Contractor's* continued compliance with the requirements of the applicable act and legislation. p
 - .3 A valid letter of current Good Standing issued by the Nova Scotia Construction Safety Association and the Nova Scotia Department of Labour.
 - .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 *Work* has been completed, and is Ready-for-Takeover in accordance to 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, and written reports and manuals as outlined in the *Contract Documents* have been provided to the *Owner*, and are to the *Owner's* satisfaction;
 - .5 Certificates required by utilities, authorities having jurisdiction, manufacturers, and inspectors have been submitted and accepted;
 - .6 Spare parts, maintenance materials, record drawings, warranties and applicable bonds have been provided."

Add the following new Clauses after 5.7.1:

- "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 *the Work* has not been performed in accordance with the requirements of the *Contract*, the *Owner* may deduct from the *Contract Price* the difference in value between work performed and that called for by the *Contract Documents*, the amount of which shall be determined by the *Engineer*."

... and renumber existing clauses 5.7.2, 5.7.3, and 5.7.4 to 5.7.4, 5.7.5, and 5.7.6 respectively.

Page 16, in renumbered clause 5.7.6, revise

..."5 calendar days" to read "15 working days".

GC 6.2 CHANGE ORDER

Page 16, following clause 6.2.3, add the following:

- "6.2.4 If the method of adjustment of the *Contract Price* presented by the *Contractor* is a lump sum or a *Unit Price* quotation as described in 6.2.2.2, the following shall apply:
 - .1 The *Contractor* shall prepare a detailed cost summary for the 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* in GC 3.8 LABOUR AND PRODUCTS;
 - .2 Itemized *Subcontractor* and *Supplier* costs (where applicable).

Prices will be accessed by the *Engineer* based on the prevailing rates in the locality of the *Place of Work*.
 - .2 The unit rates submitted for 6.2.4.1.1 shall be the *Contractor's* standard chargeout 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.
- 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

Delete clause 6.3.6.3, and replace with the following:

- .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.”

After Clause 6.3.6.3, add the following clauses:

- “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*.
- .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 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 6.5 DELAYS

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

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

Following Clause 6.5.5, add the following new Clauses:

"6.5.6 Should the *Contractor* fail to attain *Ready-for-Takeover* by the date indicated in Article A1, subclause 3, in the FORM OF AGREEMENT, the period of time from this agreed date to the actual date of *Ready-for-Takeover* as determined by the *Engineer*, shall be termed the *Period of Delay*.

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

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

Following clause 6.6.6, add the following new clause:

"6.6.7 The *Owner* may make claims arising out of the costs incurred for additional services provided by its engineering consultants resulting from the *Contractor's* failure to reasonably perform the Work in accordance with the *Contract*, including the *Contractor's* issuance of unnecessary Contemplated / Requested / Proposed *Change Orders* (CCOs, RCOs, or PCOs) and Requests for Information (RFIs). The *Engineer* will notify the *Contractor* if it determines that additional services will be required, or have been provided in order not to cause delay. The *Owner* shall make claims based on the invoices of its engineering consultants."

GC 10.1 TAXES AND DUTIES

Following clause 10.1.2, add the following new clause:

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

GC 10.2 LAWS, NOTICES, PERMITS AND FEES

Delete clause 10.2.2, and replace with the following:

"10.2.2 Except for the permits and fees which the *Contract Documents* specify as the responsibility of the *Owner*, the *Contractor* shall obtain all permits, such as those from NS Department of Public Works, Nova Scotia Power, Nova Scotia Environment, 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."

Delete clause 10.2.3, 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."

Rename PART 11 – INSURANCE to PART 11 – INSURANCE AND CONTRACT SECURITY, and add new GC 11.2 - CONTRACT SECURITY, with the following clauses:

“GC 11.2 CONTRACT SECURITY

- 11.2.1 Prior to commencement of the Work, and on the earlier of either fifteen (15) *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.”

GC 12.1 READY-FOR-TAKEOVER

Add the following subclauses to 12.1.1:

- “.9 All reinstatements as required by the *Contract Documents*.
- .10 Any outstanding closeout submittals per the requirements of Section 01 10 00.

GC 12.3 WARRANTY

Following clause 12.3.6, add the following clause:

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

00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS

Delete *Standard Specification* section 00 73 00 in its entirety and refer to Supplementary General Conditions provided in this section.

01 10 00 - GENERAL REQUIREMENTS

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

“1.2 Summary of the Work

- .1 The Harvest Moon Trailway is a trail that passes through Wolfville, Nova Scotia. This *Project* includes the replacement of approximately 440 m of the gravel trail with a dual-lane asphalt active transportation trail from Harbourside Drive to the west side of the Wolfville Farmer's Market, as well as construction of an active transportation connection approximately 270 m long between the west side of the Wolfville Farmer's Market and the intersection of Highland Avenue and Main Street. The *Project* also includes the construction of a zebra crossing and concrete ramps at the intersection of Cherry Lane

and Main Street and bike boulevards along Cherry Lane and Kent Avenue.

The *Project* includes supply and installation of the active transportation trail, raised crosswalks, RA-4 crossing, speed hump, traffic signs including bases, pavement markings, concrete curb, concrete sidewalk, French underdrain, manholes, catch basins, stormwater pipe, discharge swale, adjustment of existing infrastructure to finished grade, realignment of parking stalls in existing parking lots including line painting, removal of existing infrastructure as required, and reinstatement. The *Project* also includes a provisional item for vegetation clearing.

- .2 The *Work* includes obtaining all necessary approvals and permits from the appropriate regulatory bodies as well as any associated costs, and compliance with all approvals and permits.
- .3 The *Work* includes all traffic control and detours as per the Town of Wolfville requirements and Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) *Temporary Workplace Traffic Control Manual*.
- .4 The *Work* includes erosion control, protection and reinstatement of all disturbed areas to pre-construction condition or better.
- .5 The *Work* includes coordination with utilities for location of any existing infrastructure and alteration of this infrastructure.
- .6 The *Work* includes shoring and relocation of utility poles and anchors, as needed.
- .7 The *Work* is subject to approval by Nova Scotia Environment."

Delete subsection 1.3.1, and replace with the following:

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

Following 1.3.5, add the following:

- "6 *Contractor* shall backfill, grade, and clean up the *Work* without delay as the installation proceeds, to limit disruption to affected landowners and users.
- .7 The *Contractor* shall temporarily install factory-made caps to the ends of all pipes included in the *Work* at the end of each *Working Day* to prevent infiltration of water and debris.
- .8 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*.
- .9 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.
- .10 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*.
- .11 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.

- .12 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*.

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

“1.4 Setting Out the Work

- “.1 The *Contractor* shall establish, maintain, and protect reference control points, and is responsible for layout of the *Work*, per 00 72 45 – GC 3.6 – LAYOUT OF THE WORK, for the entire duration of the *Contract Time*.
- .2 The *Contractor* shall assist the *Engineer* to check the line and grade of the *Work* to perform measurements for payment by providing casual labour and convenient means of access to all parts of the *Work*.
- .3 The *Contractor* shall take measurements and cross-sections and record all information before and after changes in construction for determination of quantities for measurement. All such information shall be provided to the *Engineer* for his review and acceptance before proceeding to the next stage. The costs of all materials, labour and equipment required for all surveying on the *Contract* shall be included in the amount of the tender. No additional or direct payment will be made for any part of these services.”

Add the following to Section 1.5:

- “.3 Relocate any survey markers, monuments, and survey pins disturbed during construction activities under the direction of a qualified provincial land surveyor. Include costs for these services in *Contract Price*.
- .4 The existence and location of signs is not guaranteed. Document the location and condition of all signs, and reinstall them as near as possible to their original location.
- .5 Maintain the integrity of all ditches, culverts, and flow paths encountered during the execution of the *Work*. Existing ditches, culverts, or flow paths shall not be blocked, filled, or prevented from providing proper discharge, unless indicated otherwise in *Project Documents* and/or *Drawings*.”

Delete Section 1.7 in its entirety replace with the following:

“1.7 Submittals

- .1 Electronic Documents
- .1 Submit electronic versions of all required submittals to the *Engineer* in original PDF format. Original PDF files are generated at the source; scans of paper copies will not be accepted for this purpose. Where it is not possible or practical to provide electronic copies as described, submit three (3) paper copies of documents to the *Engineer* with prior approval.
- .2 Shop Drawings
- .1 Subject to the requirements of 00 72 45 – GC 3.9 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 manufacturing or fabrication.
- .7 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.
- .8 Provide the section number of the specification with each submitted *Shop Drawing* for the purpose of identification.
- .3 Samples
 - .1 Submit samples where specified in the *Project Documents*, indicating details of sampling methods, date/time, and locations of sources.
 - .2 Do not deliver *Products* requiring sample *Approval* to *Site* prior to receiving written *Approval*.
- .4 Mix Design and Material Verification Reports
 - .1 Submit mix design formula for each discrete mix type of **concrete** to *Engineer* for acceptance prior to incorporating material into the *Work*, and to quality control personnel for in-field verification. Mix design submissions shall incorporate descriptive notes indicating which portion or component of the *Work* each mixture will be supplied for.
 - .2 Submit mix design formula for each discrete mix type of **asphalt** to *Engineer* for acceptance prior to incorporating material into the *Work*, and to quality control laboratory for compliance verification during execution. Submit any revisions or updated mix formulas to *Engineer* and quality control personnel as *Work* progresses.

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

Delete Section 1.8 in its entirety replace with the following:

"1.8

Record Drawings

- .1 After award of *Contract*, *Contractor* will maintain a set of As-Built Drawings for the purpose of providing red-line markups to assist the *Engineer* in generating Record Drawings. Accurately and neatly record any deviations from *Contract Documents* caused by *Site* conditions and changes ordered by *Engineer*.
- .2 Identify *Drawings* as "Project As-Built Copy". Maintain in good condition and make available for inspection on *Site* by *Engineer*.
- .3 *Contractor* is responsible for full-time construction surveying throughout execution of the *Work* for the purposes of collecting digital data suitable for the *Engineer* to produce and certify final record drawings. Discrete survey measurement points to be collected linearly, and at the location of each individual component of the *Work* – pipe installation to be recorded at each bell, flange, fitting, and stub end. Locations of utilities and all other 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.
- .4 Do not backfill pipework, appurtenances, or other portions of the *Work* until necessary

measurements have been taken.

- .5 Prior to application for *Ready-for-Takeover*, submit as-built documents and survey point CSV file to *Engineer*.”

Delete Section 1.9 in its entirety replace with the following:

“1.9 Quality Control

- .1 All 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.
- .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.
- .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 NS 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 NS Public Works *Test Methods Manual* and the *Standard Specification for Highway Construction and Maintenance*, Division 4, Section 19, to determine conformance with *Specifications* and parameters established in accepted asphalt mix design formula.

In accordance with TM-3, 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, QC and other required tests are completed, and passing results are achieved.
- .8 The *Engineer* may order any buried *Work* to be uncovered for examination, if necessary. Correction of defective *Work* shall be paid for by *Contractor*. If *Work* was previously *Approved* and no defects are found, the *Owner* will reimburse the *Contractor* for their costs."

Delete Subsection 1.10.3, and replace with the following:

- "3 *Engineer's* Site office is not required."

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

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

Owner. Water to be supplied by the *Owner* when necessary.”

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

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

Delete Subsection 1.11.1, and replace with the following:

- “1 Confine *Construction Equipment, Products*, and operations to within the boundaries of streets, specified right-of-way, or *Site* limits shown or *Site* secured by the *Contractor* as an operations base. Use of private property outside of the limits specified here shall be as per 1.3.12”

After Subsection 1.11.2, add the following:

- “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.).
- .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.”

Delete Subsection 1.12.1, and replace with the following:

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

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

Traffic control plans shall be submitted to the *Engineer* for *Approval* a minimum of five (5) *Working Days* prior to commencement of the *Work* requiring the traffic control activity. Coordinate proposed traffic control activities with 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.””

After Subsection 1.14.1, add the following:

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

Delete Subsection 1.16.1, and replace with the following:

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

After Subsection 1.14.1, add the following:

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

Delete Subsection 1.16.1, and replace with the following:

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

Delete Subsections 1.18.1 through 1.18.3, and replace with the following:

- “.1 Prior to the commencement of *Work*, the *Contractor* shall take photographs of the *Place of Work* and those properties adjacent to the *Place of Work*, and take written notes to document any existing conditions that may affect execution of the *Work* or cause disputes throughout.”
- .2 Prior to commencement of the *Work*, the *Engineer* may take or arrange for photographs and/or scans to be taken of the *Site* and those properties adjacent to the *Site*. The *Contractor* may request to accompany the *Engineer* or *Engineer's* delegate during the taking of photographs and/or scans to make any comments on the conditions of the *Site* or adjacent properties based on his own notes.
- .3 The *Owner*, or an authorized representative of the *Owner*, may be present during the taking of the photographs/scans and documentation of initial conditions to make comments on the conditions of the *Site*. 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*.”

Add the following Subclauses after 1.19.4:

- “.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.
- .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*.
- .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.
- .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.

- .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.
- .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.
- .11 Restore, upon completion of the *Work*, any utilities or structures that have been disturbed."

Section 01 22 00: MEASUREMENT AND PAYMENT

Delete Subsection 1.1 – GENERAL and replace with the following:

1.1 GENERAL

1. *Unit Prices* shall be 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 as shown on the drawings.
2. For every item, include all of the following as required where individual quantities are not provided in the Tender Form: project sign, mobilization, demobilization, traffic control including preparation of traffic control plan, assistance to the *Engineer*, coordination with all utilities, coordination with property owners, NSPI or other utility charges when working under transmission lines on in the proximity of power or communication infrastructure, removal and disposal of existing infrastructure as required including but not limited to rail lines, fences, curb, concrete sidewalks, asphalt, and signs as indicated, environmental protection, protection of existing trees, reinstatement, clearing and grubbing, common excavation, backfilling, removal and disposal of surplus material, importation and placement of material, compaction, and all incidentals.
3. For water, sanitary sewers, and storm sewer systems (including culverts) include all of the following as shown on the drawings or as required where individual quantities are not provided in the Tender Form: protection and shoring (pipes, utility poles, banks, etc.), locating existing infrastructure (including but not limited to service laterals, crossings, and connection points), removal and disposal of existing infrastructure as required including but not limited to pipes and structures, dewatering, geotextile, bedding, backfilling, importation and placement of material, joint restraints, thrust blocks, thrust anchors, zinc anodes, insulation, polyethylene encasement. testing, flushing, pressure testing, vacuum testing, mandrel testing, disinfection, dechlorination, cleaning, video inspection prior to *Substantial Performance of the Work* and at the end of the Warranty Period, marker states, marker tape, tracer wire, test stations, *Shop Drawings*, manhole and catch basin frames and covers, rocklining, valve covers, grade adjustment rings, waterproofing membrane, and all incidentals.
4. All measurement shall be along a horizontal plane unless otherwise indicated.
5. The numbers of the items described below correspond to the numbers of the items in Section 00 41 43, subsection 4 – Schedule of Quantities and Unit Prices.

EARTHWORK

Delete subsection 5 and replace with the following:

5. Mass Excavation – Unsuitable Material (Provisional)

Unit of Measurement: cubic metre (m³)

Method of Measurement: average end area method of volume of unsuitable material between cross sections taken before and after excavation.

This item includes: all excavation of unsuitable material and disposal. **Written authorization of Engineer required.**

STORM SEWER

Delete subsection 31 and replace with the following:

31. Pipe

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe through structures.

.1 Pipe

This item includes: supply and installation of pipe complete with fittings, excavation, disposal of surplus material, bedding and pipe protection gravels, backfilling, shoring, dewatering, reinstatement of all disturbed areas, and any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

.2 Perforated Pipe

This item includes: supply and installation of pipe complete with fittings, clearstone, and geotextile as specified in the *Project Drawings*, excavation, disposal of surplus material, bedding and pipe protection gravels, backfilling, any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item. This item also includes connection to proposed catch basins or manholes as required.

Delete subsection 32 and replace with the following:

32. Manholes

Unit of Measurement: each (ea)

This item includes: removal and disposal of existing manholes, supply and installation of manholes as indicated, excavation, disposal of surplus material, bedding, backfilling, adjustment to finished grade, *Shop Drawings*, re-connection of existing pipes, and any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

Delete subsection 33 and replace with the following:

33. Catch Basins

Unit of Measurement: each (ea)

This item includes: supply and installation of catch basins as indicated, excavation, disposal of surplus material, bedding, backfilling, adjustment to finished grade, *Shop Drawings*, re-connection of existing pipes, and any other

work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

Delete subsection 36 and replace with the following:

36. Connection to Existing

Unit of Measurement: each (ea)

.1 Connection to Existing Pipe

This item includes: supply and installation of cast-in-place concrete collar including wire mesh, cinderblocks, Blueskin membrane, formwork, and all other incidentals as required, excavation, disposal of surplus material, bedding and pipe protection gravels, backfilling, and any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

.2 Connection to Existing Catch Basin or Manhole

This item includes: supply and installation of all fittings, core drilling and sealing as indicated, excavation, disposal of surplus material, bedding and pipe protection gravels, backfilling, and any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

Add subsection 40 as follows:

40. Discharge Swale

Unit of Measurement: metre (m)

Method of Measurement: along centreline of swale.

This item includes: supply and installation of pipe complete with fittings, excavation, disposal of surplus material, bedding, clearstone gravels, and geotextile as specified for the inverted French drain in the *Project Drawings*. All excavation, grading, supply and installation of materials and removal and disposal of waste material (including vegetation) required to complete construction of discharge swale as per the *Project Drawings* and as directed by the *Engineer* in the field.

STREET CONSTRUCTION

Delete subsection 43 and replace with the following:

44. Farmers Marker Parking Lot Regrading and Paving

Unit of Measurement: square metre (m²)

Method of Measurement: horizontal measure of indicated area.

This item includes: all works and materials to regrade and pave the Farmers Market parking lot as shown on the *Drawings* including excavation, removal and disposal of surplus material, supply and placement of Type 1 and Type 2 gravels, supply and placement of asphalt, supply and placement of shoulder gravels, and any other work shown on the *Project Drawings*, not included in any other pay items.

Delete subsection 44 and replace with the following:44. Curb

Unit of Measurement: metre (m)

Method of Measurement: along top face of curb.

This item includes: removal and disposal of existing curb, supply and installation of all concrete curb and base gravels as per the *Project Drawings*, including excavation, disposal of surplus material, supply and placement of backfill as indicated and blending back to existing curbs as required.

Delete subsection 45 and replace with the following:45. SidewalkUnit of Measurement: square metre (m²)

Method of Measurement: horizontal measure of indicated area.

.1 Concrete Sidewalk

This item includes: supply and installation of concrete sidewalk as per the *Project Drawings* including all concrete and base gravels, wire mesh where required, reinforcing where required, backfill, and blending to existing sidewalks as required.

.2 Asphalt Walkway

This item includes: supply and installation of asphalt walkway as per the *Project Drawings*, including all asphalt and base gravels, backfill, and blending to existing sidewalks as required.

Delete subsection 46 and replace with the following:46. Tactile Walking Surface Indicators

Unit of Measurement: each (ea)

This item includes: supply and installation of Duralast Cast Iron Detectable Warning Plate tactile walking surface indicators as per manufacturer's instructions and as indicated on the *Project Drawings*. This item also includes any TWSI wedges or incidentals as required.

Delete subsection 49 and replace with the following:49. Adjust Existing Valve Box Covers

Unit of Measurement: each (ea)

This item includes: common excavation and backfill, raising or lowering existing valve box covers to grades as indicated on the *Project Drawings*, supply and installation of replacement valve box sections if required for adjustment, and removal and disposal of all debris accumulated during construction.

Delete subsection 50 and replace with the following:50. Adjust Existing Manhole Frames and Covers

Unit of Measurement: each (ea)

This item includes: common excavation and backfill, supply and installation of grade rings and grout, raising and lowering existing frames and covers to grades as indicated on the *Project Drawings*, and removal and disposal of all debris accumulated during construction.

Delete subsection 51 and replace with the following:

51. Adjust Existing Catch Basin Frames and Covers

Unit of Measurement: each (ea)

This item includes: common excavation and backfill, supply and installation of cast-in-place concrete as required, raising and lowering existing frames and covers to grades as indicated on the *Project Drawings*, and removal and disposal of all debris accumulated during construction.

Add subsection 53 as follows:

53. Replace Frames and Grates or Covers

Unit of Measurement: each (ea)

This item includes: common excavation and backfill, supply and installation of new adjustable frame and grate or cover as specified, reconstruction with pre-cast sections and cast-in-place concrete as required, setting of frame and cover to finished grade, and removal and disposal of all debris accumulated during construction.

Add subsection 54 as follows:

54. Active Transportation Trail

Unit of Measurement: square metre (m)

Method of Measurement: horizontal distance along the centreline up the trail measure of asphalt trail area.

This item includes: all works and materials to build the trail as shown on the *Drawings* including excavation, removal and disposal of surplus material, supply and placement of gravels Type 1 and Type 2, supply and placement of asphalt, supply and placement of shoulder gravels, and any other work shown on the *Drawings* not included in any other pay items.

Add subsection 55 as follows:

55. Traffic Sign Base

Unit of Measurement: each (ea)

This item includes: supply and installation of concrete bases (including provision of *Shop Drawings* for *Approval* by the Town of Wolfville), galvanized posts and hardware, common excavation, infill soil, and any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

Add subsection 56 as follows:

56. Traffic Signs

Unit of Measurement: each (ea)

This item includes: supply and installation of retroreflective street signs conforming to the Manual on Uniform Traffic Control Devices and as per the *Project Documents*, and any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

Add subsection 57 as follows:57. Traffic Calming

Unit of Measurement: each (ea)

.1 Speed Hump

This item includes: supply and installation of asphalt speed hump as per detail HRM143 (enclosed), including supply and application of paint in the colours, sizes, and configurations as required, layout and premarking for on-site review and *Approval* by the *Engineer* or Town of Wolfville representative. Cross sections of every speed hump are to be surveyed per Town of Wolfville specifications to verify that speed hump has been constructed as intended and falls within required tolerance range. *Contractor* to provide survey information to the *Engineer* for review. Speed hump will be acceptable only if it forms a shape relative to the design curve within the tolerance limits. *Contractor* shall be responsible to take steps necessary to correct any deficiencies that fall outside of required tolerance range. This item also includes any other associated work or materials shown on the *Drawings* not included in any other pay item.

.2 Raised Crosswalk

This item includes: supply and installation of raised crosswalk as per Town of Wolfville specifications, including supply and application of paint in the colours, sizes, and configurations as required, layout and premarking for on-site review and *Approval* by the *Engineer* or Town of Wolfville representative. Cross sections of every constructed raised crosswalk are to be surveyed per Town of Wolfville specifications to verify that raised crosswalk has been constructed as intended and falls within required tolerance range. *Contractor* to provide survey information to the *Engineer* for review. Raised crosswalk will be acceptable only if it forms a shape relative to the design curve within the tolerance limits. *Contractor* shall be responsible to take steps necessary to correct any deficiencies that fall outside of required tolerance range. This item also includes any other associated work or materials shown on the *Drawings* not included in any other pay item.

.3 Raised Crosswalk with RRFB

This item includes: removal of existing RA-5 crosswalk as indicated in the *Project Drawings*, and supply and installation of raised crosswalk as per Town of Wolfville specifications, including supply and application of paint in the colours, sizes, and configurations as required, layout and premarking for on-site review and *Approval* by the *Engineer* or Town of Wolfville representative. Cross sections of every constructed raised crosswalk are to be surveyed per Town of Wolfville specifications to verify that raised crosswalk has been constructed as intended and falls within required tolerance range. *Contractor* to provide survey information to the *Engineer* for review. Raised crosswalk will be acceptable only if it forms a shape relative to the design curve within the tolerance limits. *Contractor* shall be responsible to take steps necessary to correct any deficiencies that fall outside of required tolerance range. Include the supply and installation of two (2) Rectangular Rapid Flashing Beacons (RRFB) as per the *Project Drawings*, including all appurtenances and incidentals required for a complete and functioning installation and any other associated work or materials shown on the *Drawings* not included in any other pay item.

Add subsection 58 as follows:58. Pedestrian Gates

Unit of Measurement: each (ea)

This item includes: supply and installation of pedestrian gates as indicated in the *Project Drawings* and as per

Halifax Regional Municipality Standard Detail 119 (Pedestrian Gate). Item also includes but is not limited to excavation, backfill, and any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item. Also includes layout for on-site review and *Approval* by the *Engineer* or Town of Wolfville representative prior to installation.

Add subsection 59 as follows:

59. Removal and Repainting of Reconfigured Parking Lot Lines (Festival Theatre)

Unit of Measurement: lump sum (L.S.)

This item includes: supply and installation of all materials required to remove pavement markings as required, and supply and application of paint in the colours, sizes, and configurations as required to facilitate the adjustment of parking stalls as indicated on the *Project Drawings*, including but not limited to painted lines, painted hatched boxes, and accessible parking stalls. Also includes layout and premarking for on-site review and *Approval* by the *Engineer* or Town of Wolfville representative.

Add subsection 60 as follows:

60. Painted Markings

Unit of Measurement: as indicated in *Project Documents*.

This item includes: supply and application of paint in the colours, sizes and configurations shown on the *Project Drawings* and as specified by the *Engineer*. Also includes layout and premarking for on-site review and *Approval* by the *Engineer* or Town of Wolfville representative.

LANDSCAPING

Delete subsection 61 and replace with the following:

61. Topsoil and Sod

Unit of Measurement: square metre (m²)

Method of Measurement: horizontal measure of indicated area.

This item includes: excavation, scarification of the existing soil, supply, placement and compaction of topsoil at thickness indicated, lime, fertilizer, sod, required accessories, and maintenance.

Add the following subsection 66:

66. Vegetation Clearing (Provisional)

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

This item includes: removal and disposal of existing vegetation as indicated on the *Project Drawings* and as directed by the *Engineer*. **Written authorization of *Engineer* required.**

ADDITIONAL ITEMS

Delete subsection 71 and replace with the following:

71. Trench Excavation – Rock (Provisional)

Unit of Measurement: cubic metre (m³)

Method of Measurement: surface-to-surface volume method between topographical survey taken before and after excavation of rock.

This item includes: rock breaking, excavation, and disposal of surplus or unsuitable material. All rock to be disposed of as per Nova Scotia Department of Environment and Climate Change (NSECC) guidelines. Should rock be suspected of being sulphide bearing, complete testing as per NSECC requirements. **Written authorization of Engineer required.**

Delete subsection 72 and replace with the following:

72. Trench Excavation – Unsuitable Material (Provisional)

Unit of Measurement: cubic metre (m³)

Method of Measurement: average end area method for volume of unsuitable material less theoretical trench volume.

This item includes: all excavation and disposal of unsuitable material beyond limits of the theoretical trench as per the Standard Specification for Municipal Services (latest edition). **Written authorization of Engineer required.**

Delete subsection 73 and replace with the following:

73. Replacement of Unsuitable Material with Surge Rock (Provisional)

Unit of Measurement: cubic metre (m³)

Method of Measurement: average end area method for volume of unsuitable material less theoretical trench volume.

This item includes: supply and placement of surge rock in locations where unsuitable material has been excavated from the trench beyond the limits of the theoretical trench as per the Standard Specification for Municipal Services (latest edition). This item also includes compaction of the material and placement of filter fabric. **Written authorization of Engineer required.**

Add subsection 76 as follows:

76. Sign Relocation

Unit of Measurement: each (ea)

This item includes: removal and relocation of existing signs as indicated on the *Project Drawings*. Item also includes but is not limited to excavation, backfill, and any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

Add subsection 77 as follows:

77. Removal of Ex. Fence

Unit of Measurement: metre (m)

Method of Measurement: horizontal length along fence.

This item includes: removal and disposal of existing fence indicated on the *Project Drawings*. This item also

includes any other work or materials shown on the *Drawings* related to the installation and supply of this item not included in any other pay item.

ENVIRONMENTAL PROTECTION

Add subsection 90 as follows:

90. Environmental Protection

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

This item includes: supply and installation of all environmental protection measures required to complete the *Project Works*, including all erosion and sedimentation control measures required as per the *Erosion and Sedimentation Control: Handbook for Construction Sites* as published by NSECC.









01 57 00 – ENVIRONMENTAL PROTECTION

Delete subsection 1.5.4, and replace with the following:

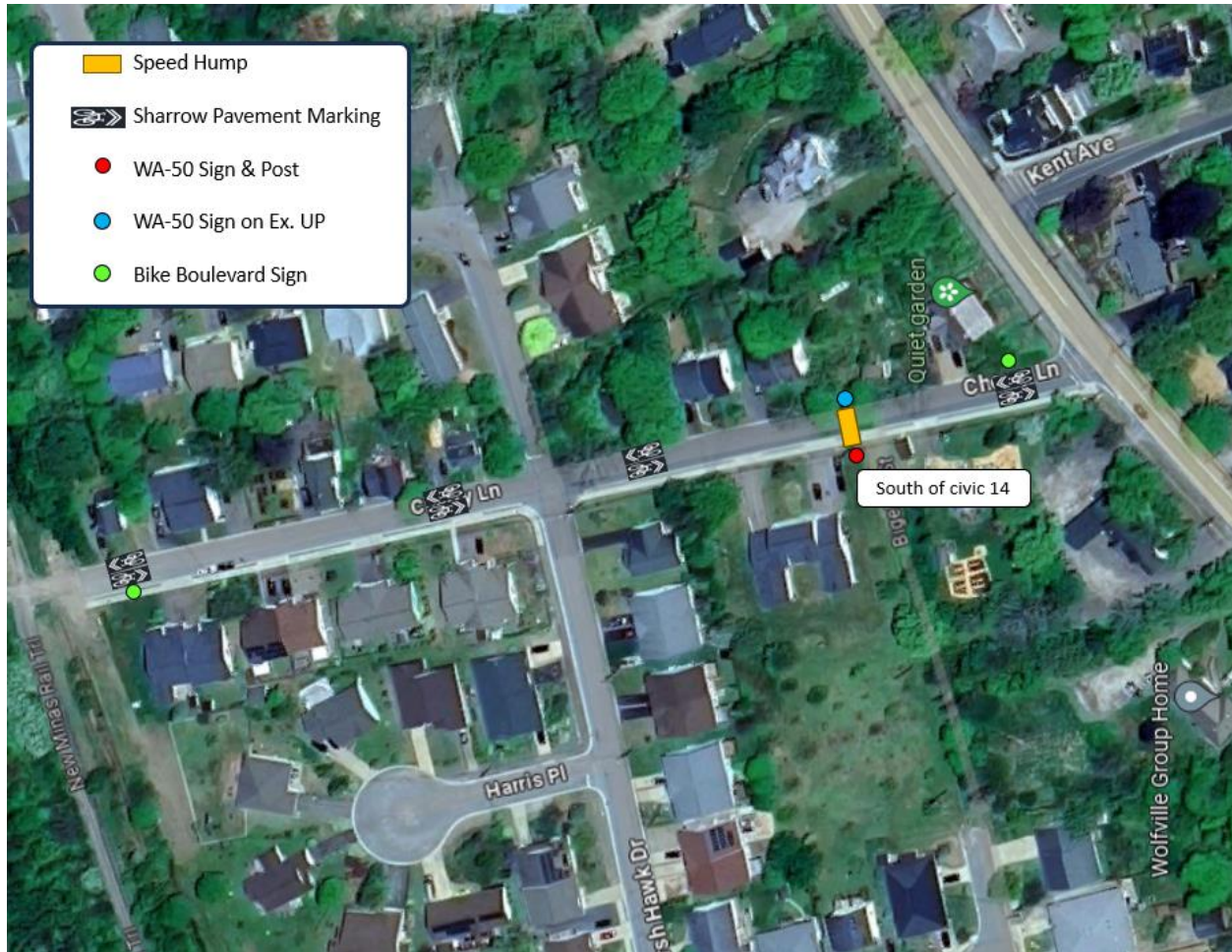
- “4. Control emissions from equipment by employing the following mitigation best practices:
 - .1 Procure fuel-efficient equipment models, equipped with run-time indicators where possible, to assist in monitoring and lowering fuel consumption and cost;
 - .2 Encourage reduced idling by use of automatic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

END OF SECTION

Cherry Lane and Kent Avenue – Bike Boulevards

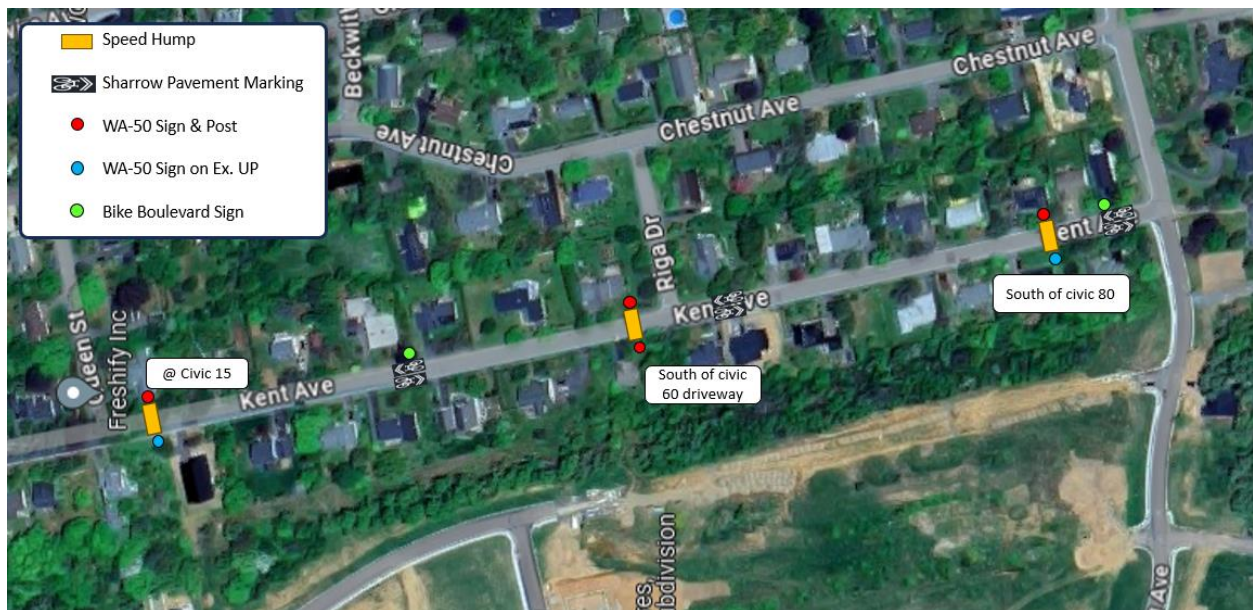
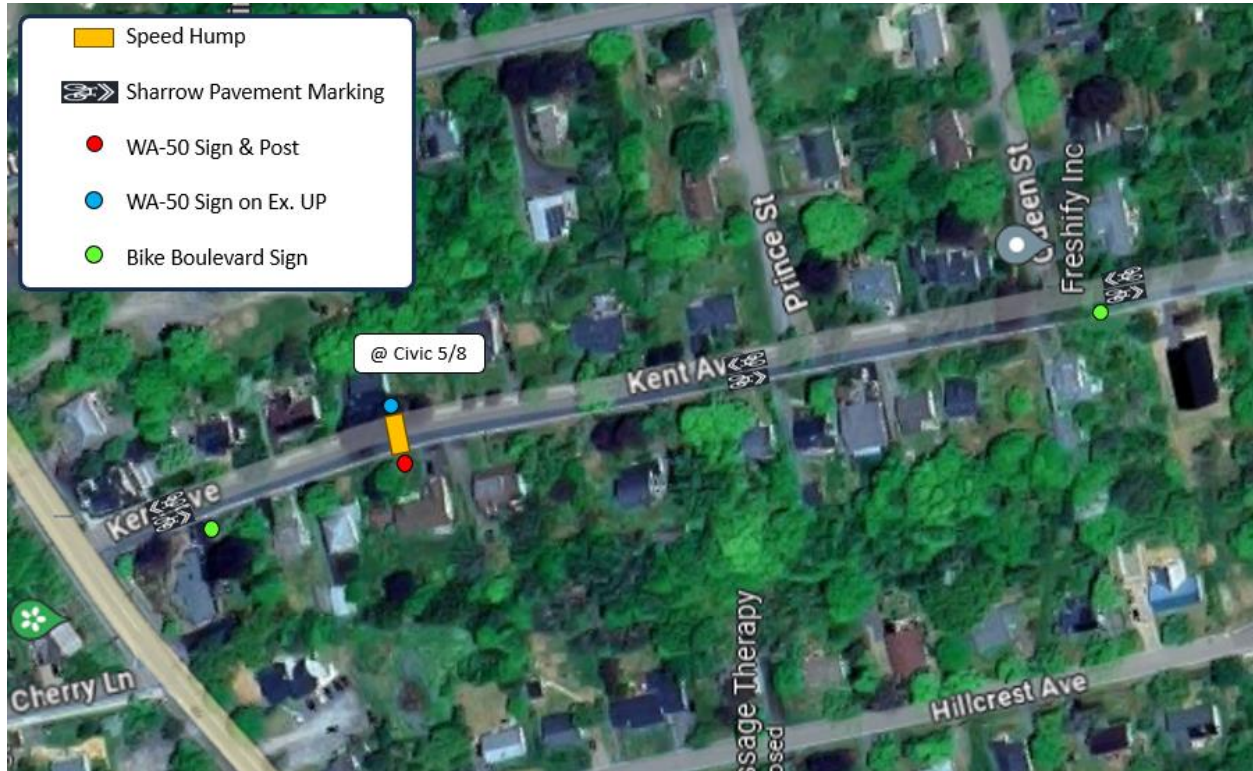
Traffic Device	Drawing Schematic	Quantity
Speed Hump (Installation as per Town of Wolfville standard)		5
Sharrow Pavement Marking		20
WA-50 Sign & Post 		6
WA-50 Sign on Existing Utility Pole 		4
Bike Boulevard Sign (Placement to be confirmed in field to utilize ex. utility poles where feasible) 		6

Cherry Lane Bike Boulevard



Kent Avenue Bike Boulevard

Road slopes at proposed speed hump locations to be confirmed as less than 8% prior to installation.



Town of Wolfville

Occupational Health and Safety

Contractor Health and Safety Requirements



CONTRACTOR HEALTH & SAFETY REQUIREMENTS

OVERVIEW

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

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

GENERAL RESPONSIBILITIES

Responsibilities of the Town of Wolfville:

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

Responsibilities of Contractors:

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

SELECTION OF CONTRACTORS

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

CONTRACTING OUT BY CONTRACTORS

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

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

BEFORE WORK BEGINS

Before work begins, contractors must:

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

WORKPLACE RESPONSIBILITIES

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

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

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

REPORTING ACCIDENTS, LEGAL ACTIONS & ORDERS

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

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



CONTRACTOR HEALTH & SAFETY CHECKLIST

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

*Return completed checklist and
required documents to:*

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

Name of contractor/company: _____

Name of health and safety contact: _____

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

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

- **Are you currently carrying business liability insurance?** Yes ☐ No ☐

Amount of coverage: _____

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

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Contractor Health and Safety Checklist**



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

Authorized signature

Date