



TOWN OF LUNENBURG
Request for Tender (RFT)
FOR
Dares Lake Dam and Spillway Upgrades
Lunenburg, Nova Scotia

Tender No. TOL2025004

Closing:
March 20, 2025, at 2:00 pm AST

Addressed to:
Curtis Bell
Procurement Coordinator
Town of Lunenburg
119 Cumberland St
PO Box 129
Lunenburg NS B0J 2C0

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Preface

Statement

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

Updating and Feedback

The Standard Specifications for Municipal Services will be updated periodically according to feedback from users, industry needs, and changes in codes and regulations.

End of Section 00 01 03

Section 00 21 00

Instructions to Tenderers

Project: Dares Lake Dam and Spillway Upgrades – TOL2025004

Owner

Town of Lunenburg
119 Cumberland St, PO Box 129
Lunenburg, NS B0J 2C0
902-634-4410
purchasing@townoflunenburg.ca

Engineer

GEMTEC Consulting Engineers and Scientists Limited
11 Akerley Boulevard, Suite 450
Dartmouth, NS B3B 1V7
902-832-5999
rob.haineault@gemtec.ca

1. INVITATION

.1 Tender Call:

- .1 Ensure offers are signed under seal, executed, and dated and are received by the Owner located at 119 Cumberland St, PO Box 129 Lunenburg, NS B0J 2C0 before Closing Time local time on Closing Day.
- .2 Offers will be open UNTIL 2:00pm local time on Closing Day, at office of the Owner.
- .3 Offers submitted after above time may be returned to Tenderer unopened.
- .4 Offers will be opened privately. Bid abstracts will be issued by request.
- .5 Amendments to submitted offer will be permitted if received in writing prior to Tender closing and if endorsed by same party or parties who signed and sealed offer.

2. INTENT

- .1 The intent of this Tender call is to obtain an offer to perform Work to complete the Dares Lake Dam and Spillway Upgrades Project as indicated in Contract Documents under Stipulated Price Contract, in accordance with Contract Documents.

3. CONTRACT/PROJECT DOCUMENTS

.1 Agreement Form.

.2 Definitions:

- .1 Contract Documents: As defined in CCDC 18-2001.
- .2 Bid, Offer, Tender, Tendering or Bidding: act of submitting an offer under seal.
- .3 Bid Price, Tender Price: monetary sum identified in Bid Form as an offer to perform Work.
- .4 Bidders, Tenderers: used interchangeably and meaning the same.

.5 Other definitions as provided in DEFINITIONS Section of CCDC 18-2001 and Supplementary Specifications (if applicable).

.3 Queries/Addenda:

.1 Direct questions to Curtis Bell, Procurement Coordinator by e-mail at purchasing@townoflunenburg.ca.

.2 Addenda may be issued during Tendering period. Addenda will become part of Contract Documents. Include costs in Tender Price. 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.

.3 Verbal answers are only binding when confirmed by written addenda.

.4 Clarifications requested by Tenderers must be in writing not less than three (3) Working Days before date set for receipt of Tenders. Reply will be in form of an addendum. Copy of addendum will be forwarded to known Tenderers no later than two (2) Working Days before receipt of Tenders.

4. SITE ASSESSMENT

.1 Site Examination:

.1 There will be a non-mandatory site visit on **Friday March 7 at 10:00 am AST** at the project site location.

.2 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.

.3 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.

QUALIFICATIONS

.1 Contractors:

.1 Any contractor carrying out watercourse alteration works on Site must be recognized by Nova Scotia Environment and Climate Change (NSECC) as a licensed Watercourse Alteration Installer.

.2 Subcontractors:

.1 Owner reserves right to reject proposed Subcontractor for reasonable cause.

5. TENDER SUBMISSION

.1 Submit tenders to the Owner in a sealed envelope marked as follows:

TENDER
Dares Lake Dam and Spillway Upgrades
Contract #TOL2025004
2:00pm (AST),
Thursday March 20, 2025
Town of Lunenburg
Curtis Bell, Procurement Coordinator
119 Cumberland St, PO Box 129
Lunenburg NS B0J 2C0

.2 Tender Ineligibility:

- .1 Tenders that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared informal at Owner's discretion.
- .2 Tenders with Tender Forms and enclosures which are improperly prepared may be declared informal at Owner's discretion.
- .3 Tenders that fail to include security deposit or insurance requirements will be declared informal at Owner's discretion.

.3 Submissions:

- .1 Tenderers are solely responsible for delivery of their Tenders in manner and time prescribed.
- .2 Submit one completed Tender Form (Section 00 41 43) signed and with corporate seal together in one sealed envelope, clearly identified with Tenderer's name, Project name, and Owner's name on outside.
- .3 Improperly completed information, irregularities in Tender security, may be cause not to open Tender envelope and declare Tender informal.
- .4 An abstract of submitted Tenders will be made available to Tenderers following Tender opening.

6. TENDER ENCLOSURES/REQUIREMENTS

.1 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.

.2 Insurance:

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

.3 Safety Certification

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

.4 Worker's 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 a current and valid clearance letter from a government workers' compensation board but must register with the Nova Scotia Workers' Compensation Board prior to being awarded the Contract.

.5 Tender Form Requirements:

- .1 State in Tender Form, time required to complete Work. Completion date in Agreement must be completion time added to commencement date.
- .2 Tenderer, in submitting an offer, accepts time period stated in Contract Documents for performing Work. Completion date in Agreement is completion time added to commencement date.
- .3 Tenderer, in submitting an offer, agrees to complete Work by date indicated in Contract Documents, but may propose a revision to Contract Time with or without adjustment to Tender price.
- .4 Consideration may be given to time of completion when reviewing Tenders submitted.
- .5 Include all taxes in prices except HST.

.6 Tender Signing:

- .1 Tender Form to be signed under seal by Tenderer.
- .2 Sole Proprietorship: signature of sole proprietor in presence of witness who shall also sign. Insert words "Sole Proprietor" under signature. Affix seal.
- .3 Partnership: signature of all partners in presence of witness who shall also sign. Insert word 'Partner' under each signature. Affix seal to each signature.
- .4 Limited Company: signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Tender is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Tender in Tender envelope.
- .5 Incorporated Company: signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Tender is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Tender in Tender envelope.
- .6 Joint Venture: each party of joint venture must execute Tender under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership.

7. OFFER ACCEPTANCE/REJECTION

.1 Duration of Offer:

- .1 Tenders to remain open to acceptance, and irrevocable for ninety (90) days after Tender closing date.

.2 Acceptance of Offer:

- .1 Owner reserves the right to accept or reject any or all offers 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. Owner may re-tender all or parts of the Work at a later date without incurring any liability to affected Tenderers.

.2 The Town reserves the right to reject any and all tenders. Neither the lowest nor any tender will necessarily be accepted. The Town reserves the right to accept a tender other than the lowest tender based on any criteria and/or accept a tender which may in any way be non-compliant which in its sole and absolute discretion the Town deems to be in its best interest. The Town reserves the right in its sole and absolute discretion to reject a tender on any basis whatsoever including if a tender is incomplete, conditional, or obscure, or which contains additions not called for, or for irregularities of any kind. Not to limit the generality of the foregoing, if the Town has (in its sole and absolute discretion) any concerns about any internal budget or other issues that may arise in light of the amounts and/or other criteria set out in the tenders it receives, then the Town may cancel the tender process and may (in its sole and absolute discretion) negotiate directly with any tenderer or other person as the Town deems fit. By participating in this tender process, each tenderer is deemed to have waived any and all rights to make any type of claim whatsoever against the Town arising out of this tender process.

.3 Form of Agreement

.1 Section 00 53 43 – Form of Agreement has been included for informational purposes only until execution of Contract.

8. TERMS AND CONDITIONS

.1 Accuracy of Referencing:

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

.2 Conditions of Tendering:

.1 Take full cognizance of content of all Contract Documents in preparation of tender. Refer to Section 00 41 43 Part 3.8 for a complete list of Contract Documents.

.3 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 Dares Lake Dam and Spillway Upgrades TOL2025004”. Sign as required for tender and submit by email to the address given for receipt of tenders. In order to be considered, submissions shall be received prior to time of tender closing.

.4 Contract Not Transferable/Cancellation of Contract

.1 The Contractor shall not be entitled to assign or transfer this contract or any rights or obligations thereunder. The Contractor cannot subcontract out any portion of the work under this contract except with the express written consent of the Town. This contract may be cancelled by the Town in its sole and absolute discretion, with or without prior notice to the Contractor.

.5 Interpretation

.1 Should there be any questions regarding the interpretation of the Tender or Contract documents, the Lunenburg Town Council shall decide on the correct interpretation.

.6 Legal Age

.1 Contractor must be of legal age to sign contracts in the Province of Nova Scotia.

.7 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.

.8 Statutory Compliance

- .1 The Contractor shall comply with the requirements of all relevant Federal and Provincial legislation and regulations. In particular, the contractor, prior to the execution of the contract, shall file with the Town a certification that they carry Workers Compensation benefits for their employees and shall also comply with all other relevant Federal and Provincial legislation and regulations with respect to their employees, including the Nova Scotia Occupational Health and Safety Act and its regulations. The Contractor must provide proof of current Construction Safety Nova Scotia Association Certificate of Recognition (COR) Certification, if applicable.
- .2 The successful Bidder shall be solely responsible for safety and for compliance with the rules, regulations, and practices required by the applicable health and safety legislation and shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work, including any and all orientation and regular meetings throughout.
- .3 Refer to the following website for reference to the Dares Lake Protected Water Area Regulations: <https://novascotia.ca/just/regulations/regs/envdareslakeregs.htm>

.9 Indemnity

- .1 The Contractor shall indemnify and hold the Town and all its officers, agents and employees harmless against all risks, liabilities and damages which in any way arise from the Contractor's performance of this contract.

End of Section 00 21 00

Section 01 22 00

Measurement and Payment

- .1 Unit Prices and lump sum prices are full compensation for the Work necessary to complete each item in the Contract and in combination for all work necessary to complete the Work as a whole.
- .2 For every item, include all of the following as required where individual quantities are not provided in the Tender Form: Project signage, mobilization, demobilization, traffic control, assistance to the Engineer, location of in-ground services by external utilities and coordination of work by external utilities (Town of Lunenburg, NSPI, Aliant, etc.), environmental protection, protection of existing trees, clearing, grubbing, excavation, shoring, dewatering, backfilling, bedding, compaction, disposal of surplus materials, protective coatings, marker tape, reinstatement of all disturbed surfaces to existing or with materials and thicknesses as indicated on the Project Drawings, pipe cleaning, disinfection, pressure testing, marker stakes, topographic survey to record as-constructed features, video inspection, and all incidentals.
- .3 All measurement shall be along a horizontal plane unless otherwise indicated.
 1. Dewatering
Unit of Measurement: lump sum (LS)
This item includes: supply, installation, and maintenance of cofferdam and dewatering measures for the duration of the project and post-construction cofferdam removal.
 2. Erosion and Sediment Control – Sediment Control Fence
Unit of Measurement: metre (m)
Method of Measurement: along centerline of sediment control fence acceptable installed.
This item includes: the supply, installation, maintenance, and removal of the sediment control fence, and any additional Erosion and Sediment Control measures necessary to comply with applicable environmental regulations.
 3. Trench Excavation and Backfilling
Unit of Measurement: cubic metre (m³)
Method of Measurement: surface to surface volume method between topographical survey taken post grubbing/topsoil removal and once excavation is complete, as directed by the engineer.
This item includes: excavation within the limits of work of soil and all other materials not classified as solid rock for the purpose of box culvert installation, including disposal, and supply, placement, and compaction of approved backfill material as required.
 4. Common Excavation, Backfill, and Compaction
Unit of Measurement: cubic metre (m³)
Method of Measurement: surface to surface volume between topographical survey taken post grubbing/topsoil removal/excavation and lines and elevations indicated.
This item includes: excavation within the limits of work, and supply, placement, and compaction of approved in-situ or imported fill material for the purpose of raising dam crest elevation.
 5. Precast Concrete Box Culvert
Unit of Measurement: lump sum (LS)
This item includes: supply and placement of the precast concrete spillway and components, including but not limited to waterproofing, stoplogs, cutoff liner, and safety railing.

6. Geotextiles
Unit of Measurement: square metre (m²)
Method of Measurement: slope measure of indicated area.
This item includes: supply and placement of non-woven geotextile in compliance with project specifications.
7. Riprap – Type I
Unit of Measurement: cubic metre (m³)
Method of Measurement: surface to surface volume between topographical survey taken post grubbing/topsoil removal/excavation and lines and elevations indicated.
This item includes: supply and installation of riprap in compliance with project specifications.
8. Riprap – Type II Mixed
Unit of Measurement: cubic metre (m³)
Method of Measurement: surface to surface volume between topographical survey taken post grubbing/topsoil removal/excavation and lines and elevations indicated.
This item includes: supply and installation of mixed riprap in compliance with project specifications.
9. Hydroseeding
Unit of Measurement: square metre (m²)
Method of Measurement: slope measure of indicated area.
This item includes: supply and placement of hydroseed consistent with Nova Scotia Highway Seed Mix; includes soil preparation and hay mulching.
10. Eel Ramp
Unit of Measurement: lump sum (LS)
This item includes: assembly, supply, and installation of the eel ramp.
11. Gear Lift
Unit of Measurement: lump sum (LS)
This item includes: supply and installation of gear lift system and accompanying lift rods; includes placement of cast in place concrete for gear lift wedges.

End of Section 01 22 00

Section 00 41 43

Tender Form

Part 1 SALUTATION:

.1 To: Town of Lunenburg
119 Cumberland Street, PO Box 129
Lunenburg, NS B0J 2C0

.2 For: Dares Lake Dam and Spillway Upgrades
TOL2025004
Lunenburg, NS B0J 2C0

.3 From: _____

Part 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 is familiar with local conditions.
- .4 That Contract Documents and Addenda No. ___ to ___ inclusive were carefully examined.
- .5 That all the above have been taken into consideration in the preparation of this tender.

Part 3 TENDERER AGREES:

- .1 To enter into a Contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the Unit Prices stated in subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated Contract Price shall be the sum of the Products of the tendered Unit Prices multiplied by the estimated quantities in subsection 4 hereunder excluding HST.
- .3 That this tender is valid for acceptance for ninety (90) days from tender closing.
- .4 That measurement and payment for items listed in subsection 4 hereunder shall be in accordance with corresponding items in Section 01 22 00 – Measurement and Payment.
- .5 To execute 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, without interest, to Tenderer.
- .8 That Contract Documents include:
 - .1 Standard Specification for Municipal Services – Revision 2023
 - .2 Instructions to Tenderers (00 21 00)
 - .3 Tender Form (00 41 43)
 - .4 Form of Agreement (00 53 43)
 - .5 Supplementary Specifications (00 74 00)
 - .6 Measurement and Payment (01 22 00)
 - .7 Drawings
 - .1 101263.002 C1 Project Overview
 - .2 101263.002 C2 Dissipation Pool Plan and Sections
 - .3 101263.002 C3 Spillway Plan and Section View
 - .4 101263.002 C4 Spillway Sections and Details
 - .5 101263.002 C5 Eel Passage Structure Plan and Details
 - .6 101263.002 C6 Eel Passage Sections and Details
 - .7 101263.002 C7 Miscellaneous Details
 - .8 Addenda as issued and confirmed in subsection 2.4.
- .9 In addition to the information required to be submitted, the Town of Lunenburg may require further information to be provided within 7 days of request, which information may include: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on project, and financial resources.

Part 4 SCHEDULE OF QUANTITIES AND UNIT PRICES:

Unit prices and lump sum prices are full compensation for the work necessary to complete each item in the Contract and in combination for all work necessary to complete the work as a whole.

For every item, include all the following as required, where individual quantities are not provided in the Tender: mobilization, demobilization, assistance to Engineer, coordination with all utilities, environmental protection, reinstatement, and all incidentals.

Item No.	Description	Unit	Estimated Quantity	Unit Price (\$)	Item Total (\$)
1	Dewatering	LS	1		
2	Erosion and Sediment Control – Sediment Control Fence	m	110		
3	Trench Excavation and Backfilling	m ³	250		
4	Common Excavation, Backfill, and Compaction	m ³	1750		
5	Precast Concrete Box Culvert	LS	1		
6	Geotextiles	m ²	370		
7	Riprap – Type I	m ³	330		
8	Riprap – Type II Mixed	m ³	500		
9	Hydroseeding	m ²	640		
10	Eel Ramp	LS	1		
11	Lift Gear	LS	1		

CONTRACT PRICE (EXCLUDING HST) \$ _____ (A)

ADD HARMONIZED SALES TAX \$ _____ (B)

TOTAL (PRICE A + B) \$ _____

Tenderer's HST Registration No. _____

Part 5 COMPLETION TIME:

.1 Tender agrees to complete the Work within ____ weeks of written notification of award.

Part 6 SIGNATURES:

DATED THIS _____ DAY OF _____, 20__.

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).

Section 00 53 43

Form of Agreement

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

BY AND BETWEEN

Town of Lunenburg

hereinafter called the "Owner"

and

[Contractor]

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
Dares Lake Dam and Spillway Upgrades TOL2025004
located at 767 Northwest Rd (Hwy 324), Lunenburg NS

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

GEMTEC Consulting Engineers and Scientists Limited
(Insert above the name of the Engineer)

is acting as and is hereinafter called the "Engineer"

and

- .2 do and fulfill everything indicated by this Agreement, and
- .3 commence the Work by the ___ day of _____ in the year ____ and attain Substantial Performance of the work as certified by the Engineer by the ___ day of _____ in the year ____.

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 – Revision 2023

.2 Instructions to Tenderers (00 21 00)

.3 Tender Form (00 41 43)

.4 Form of Agreement (00 53 43)

.5 Supplementary Specifications (00 74 00)

.6 Measurement and Payment (01 22 00)

.7 Drawings

.1 101263.002 C1 Project Overview

.2 101263.002 C2 Dissipation Pool Plan and Sections

.3 101263.002 C3 Spillway Plan and Section View

.4 101263.002 C4 Spillway Sections and Details

.5 101263.002 C5 Eel Passage Structure Plan and Details

.6 101263.002 C6 Eel Passage Sections and Details

.7 101263.002 C7 Miscellaneous Details

.8 Addenda if required.

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 HST.

.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 ten percent (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 ten percent (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 HST shall be added.
- .4 The last day of the payment period shall be the last Working 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 GC 5.8 – PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.
- .6 Upon the issuance of the final certificate for payment as certified by the Engineer, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45 – General Conditions, subsection GC 5.10 – FINAL PAYMENT.

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 PO Box 129, Lunenburg, NS, B0J 2C0
 - .2 The Contract at [Address of Contractor]

.3 The Engineer at 11 Akerley Blvd, Suite 450, Dartmouth, NS B3B 1V7

ARTICLE A7 – QUANTITIES AND MEASUREMENT

- .1 The quantities shown in Section 00 41 43 – 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 00 53 43

Supplementary Specifications

1. INTENT

- .1 The Work of this Contract is to be constructed in accordance with the Standard Specification for Municipal Services – Revision 2021 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 the specification sections to which they refer.
- .3 The Supplementary Specifications take precedence over the Standard Specification to which they refer.