

Infrastructure & Operations

REQUEST FOR CONSTRUCTION

Stormwater Upgrades - East Hants Aquatic Centre
RFC50841

Release date: November 27, 2025

Tenders will be received up to
2:00:00 pm local time on Friday, December 19, 2025

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: (902) 883-6232
Email: procurement@easthants.ca



EAST HANTS
We live it!

PREFACE

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 NOVA SCOTIA ROAD BUILDERS' ASSOCIATION - CONSULTING ENGINEERS OF NOVA SCOTIA **JOINT COMMITTEE ON CONTRACT DOCUMENTS**. COPIES OF THE STANDARD SPECIFICATION ARE AVAILABLE FROM THE JOINT COMMITTEE ON CONTRACT DOCUMENTS, 18 LAURIER STREET, DARTMOUTH, NOVA SCOTIA B3A 2G7; TELEPHONE: (902) 233-9362 OR e-mail at nsmunicipalservices@gmail.com

- Project -

STORMWATER UPGRADES – EAST HANTS AQUATIC CENTRE

- Owner -

MUNICIPALITY OF EAST HANTS
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

- Engineer –

ABLE ENGINEERING SERVICES INC.
5209 St. Margarets Bay Road
Upper Tantallon, NS B3Z 1E3

1. TENDER SUBMISSION

- .1 Tenders will be received up to 2:00:00 p.m. local Nova Scotia time on **Friday, December 19th, 2025** by **electronic submission only**, in accordance with the Electronic Submission Protocol on the East Hants website.
2. Go to <https://www.easthants.ca/procurement/>, select the applicable competition, and register using a valid email address. The online procurement application will generate an automatic email which will provide a link to the competition dashboard through which a bidder may download documents and submit responses.
- .3 The Tenderer is responsible for uploading and submitting all documents by closing time. The Tenderer must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Tenderer releases East Hants from, any damage or loss of any kind whatsoever related to Tenderer's failure to submit documents by closing time for any reason.
- .4 Remember to sign the Tender form. Electronic signatures are acceptable.
- .5 It is recommended that a Bidder should not upload a response until after the deadline for questions has passed. If East Hants issues an addendum which provides new information or changes the terms of the competition, the Bidder may have to upload a replacement submission in order to be compliant (acknowledge addenda) and to ensure their bid reflects the newly posted information.
- .6 Prior to submitting their Tender, Tenderers are to review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.
- .7 Tenders can only be withdrawn by email to procurement@easthants.ca. The Tenderer must provide the unique identifying number they received when submitting the Tender in order to withdraw the Tender.
- .8 Once a Tender has been submitted, it cannot be modified. The Tenderer must submit

a new Tender and then contact the East Hants as above to withdraw the Tender which is no longer valid.

- .9 The request to withdraw a Tender may occur at any time, but certain competitions may contain tender security or other requirements which may impact a Tenderer's legal responsibilities once the competition has closed, so withdrawal of a Tender, where possible, should occur prior to closing.
- .10 New or replacement Tenders must be submitted before the Tender deadline.

2. POST TENDER SUBMISSION

- .1 Submit post-tender submission documents by email no later than two (2) working days after tender closing. Failure to provide such documents may constitute grounds for forfeiture of tender security.
- .2 Safety Certificate of Recognition:
 - .1 Submit PDF copy of tenderer's current and valid accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.
 - .2 Out of province companies with a current and valid COR from a Canadian Federation of Construction Safety Associations recognized safety association shall obtain and submit a COR from Construction Safety Nova Scotia.
- .3 Workers' Compensation Board Clearance:
 - .1 Submit a PDF copy of tenderer's current valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
 - .2 Out-of-province tenderers will be required to register with the Workers' Compensation Board of Nova Scotia to be eligible to receive award of Contract. The Owner may, at its sole discretion, accept proof of registration for Workers' Compensation coverage from a jurisdiction with a reciprocal agreement with Nova Scotia.

3. TENDER OPENING

- .1 The East Hants' Procurement Officer will open all submissions. There will be no public opening. The intent is to post the results on the Nova Scotia procurement website.

4. DOCUMENT FEE

- .1 Not Applicable.
- .2 **DO NOT** return Project Documents with tender.

5. ACCURACY OF REFERENCING

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

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 3.9 for a complete list of Contract Documents.

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.

8. CLARIFICATION AND ADDENDA

- .1 Notify Owner by 2:00:00 p.m. local Nova Scotia time, on **Tuesday, December 16th, 2025**, of omissions, errors or ambiguities found in Contract Documents. If Owner considers that correction, explanation or interpretation is necessary; a written addendum will be issued. All addenda will form part of the Contract Documents.
- .2 The Owner reserves the right to amend the Contract Documents at any time and for any reason prior to tender closing by way of written addenda.
- .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.

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.

10. TAXES

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

11. TENDER SECURITY

- .1 Provide tender security in the minimum amount of ten percent (10%) of total price in the form of a digital e-bond produced by a reputable e-bond provider and sent via email, in lieu of a paper bond. East Hants reserves the right to verify bonds.

12. CONTRACT SECURITY

- .1 Refer to Section 00 72 45, General Conditions, Subsection GC 11.2 and to Section 00 73 00, Supplementary General Conditions for form and amount of contract security. East Hants will only accept digital bonds produced by a reputable e-bond provider and sent via email, in lieu of a paper bond. East Hants reserves the right to verify bonds.

13. INSURANCE

- .1 Refer to Section 00 72 45, General Conditions, Subsection GC 11.1 and Subsection GC 12.1 modified per Section 00 73 00 and Section 00 60 00 for insurance required.

14. FORM OF AGREEMENT

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

15. [NOT USED]

16. OFFER, ACCEPTANCE, REJECTION

- .1 The Owner reserves the right to accept or reject any or all tenders and not to accept the lowest tender. The Owner may accept any tender which it considers to be in its best interests. The Owner may cancel the tendering process and reject all tenders at any time prior to the award of Contract without incurring any liability to affected tenderers.
- .2 The Owner does not bind itself to accept any Tender, but may accept any Tender, in whole or in part, or discuss with any Tenderer different or additional terms to those described in the Tender documents or in such Tenderer's Tender. The owner may:
 - reject any or all of the Tenders;
 - accept any Tender;
 - if only one Tender is received, choose to accept or reject it;
 - chose not to accept the lowest tender price; or
 - alter the schedule, process, or any other aspect of the Tender, as it may determine in its sole and absolute discretion.
- .3 The Owner may accept any Tender or any portion of any Tender that may be considered to be in the best interests of the Owner. The Owner reserves the right to reject any Tenders that, in its sole discretion, are not in the Owner's best interests.
- .4 Any Tender that does not include all of the information required in this Tender will be considered incomplete and may be rejected. The Owner will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if the Owner believes they have sufficient information to evaluate, it may proceed to do so.
- .5 All tenders become the property of the Owner once submitted.
- .6 Late tenders will be rejected.

- .7 Tenderers undertake any expenditure related to the submission of a tender at their own risk and the Tenderer is solely responsible for all costs associated with preparing and submitting this Tender.
- .8 This tendering process neither expresses nor implies any obligation on the part of the Owner to enter into a contract with any party submitting a response or responses.
- .9 The Owner reserves the right to amend this Tender document at any time before the Tender's Closing Date and will issue an addendum in the event of a change.
- .10 The Owner reserves the right to waive formality, informality or technicality in any tender. This includes the right to accept a tender that is not strictly compliant with the instructions in the Project Documents.
- .11 The Owner reserves the right to negotiate, after tender closing, with any tenderer and to finalize service arrangements in the best interests of the Owner.
- .12 In the event that all compliant Tenders exceed the estimated price budgeted to complete the Work, the Owner may, in their sole discretion, utilize one or more methods specified in the *Construction Contract Guidelines*, Nova Scotia, 2017, Section 6.7 "*Effect of Bids Higher than the Estimated Contract Value*", in determining how to proceed.
- .13 The Owner may, in its sole discretion, accept or reject any tender which relies on alternatives or counter proposals which were not approved, in a written addendum, prior to the tender closing.
- .14 The Owner will consider alternatives or equivalents for approval after award of the Contract. Only alternatives or equivalents that provide a benefit to the Owner, such as, but not limited to, reduced cost or improved schedule, will be considered.
- .15 Where there is a conflict between the unit prices and the extended price in a tender, the Owner will rely on the unit price in evaluating the tender.
- .16 Without limiting the foregoing, the Owner reserves the right to interpret any and all aspects of a tender as may be most favorable to the Owner.
- .17 The Owner shall not be bound by trade or custom in dealing with and/or evaluating tenders and accepting or rejecting the same.
- .18 It is the responsibility of the Tenderer to be sure they understand the requirements prior to submitting a Tender and before the deadline for questions has passed. Should a Tenderer find any discrepancies, errors, or omissions in the Tender documents, or if a Tenderer is unsure as to the meaning of anything in this Tender, they are to advise the Owner in writing; the Owner may, in its sole discretion, respond to such written inquiry, to all Tenderers, in an addendum.

- .19 In providing a Tender, the Tenderer warrants that their Tender is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Tender is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Owner. Tenderers must also advise the Owner, in writing, of any potential conflict of interest that may affect, or appear to affect, the Tender process, including the influence of award.
- .20 Vendors or suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this Tender and any Tender which features a subcontractor who is disqualified from bidding may also be rejected.
- .21 Tenderers are advised that no commitment to purchase Goods or Services shall exist until the successful Tenderer is advised by the owner, in writing, of an award.
- .22 The tenderer, in submitting a tender response, has accepted the reservation of rights as set out herein and agrees to be bound by same.
- .23 Tenderers are advised that the Owner may make public the names and the values of the tenders submitted by any or all Tenderers and intends to publish the name of the successful Tenderer and the total value of any contract entered into with the successful Tenderer.
- .24 In submitting a Tender, the Tenderer has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for compensation of any kind whatsoever as a result of participating in this Tender, and by submitting a Tender, each Tenderer shall be deemed to have agreed that it has no claim.
- .25 Submitting a Tender shall be deemed proof that the Tenderer was aware of and understood the requirements, the terms and conditions, and all other provisions of the Tender. The Owner will not be liable for any claims made by a Tenderer that they were uninformed or unaware of the requirements, terms or conditions of this Tender.
- .26 One or more of the following trade agreements may apply to this solicitation:
 - Canada Free Trade Agreement (CFTA)

19. APPROVALS

- .1 Award of the Contract is subject to the approval of Municipal Council and/or the Chief Administrative Officer.

* * * End Section 00 21 00 * * *

1. SALUTATION

- .1 To: Municipality of East
Hants Attention:
Michael Hatfield Box
230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5
- .2 For: **RFC50841 Stormwater Upgrades – East Hants Aquatic Centre**
- .3 From: _____

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 the Contract Documents and Addenda No. ____to____ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this tender.

3. TENDERER AGREES

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated Contract Price shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 4 hereunder excluding Harmonized Sales Tax (HST).
- .3 That this tender is valid for acceptance for thirty (30) 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 and the Project Document supplement thereto.
- .5 [Not used]

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- .6 To execute the agreement and forward same together with the specified contract security and insurance documents to the Owner within ten (10) working days of written notice of award.
- .7 The following will constitute grounds for forfeiture of tender security:
- Failure to provide post-tender submission documents.
 - Failure to enter into a formal contract and give specified insurance documents and contract security within time required.
- .8 [Not used]
- .9 That the Contract Documents include:
- .1 *STANDARD SPECIFICATION FOR MUNICIPAL SERVICES* as listed in Table of Contents, dated January 2024.
- .2 Project Documents
- .1 Tender Form, Section 00 41 43
- .2 Form of Agreement, Section 00 53 43
- .3 Supplementary Specifications as follows:
- .1 Supplementary General Conditions, Section 00 73 00
- .2 Supplementary General Requirements, Section 01 10 00
- .3 Supplementary Measurement and Payment, Section 01 22 00
- .4 Supplementary Specifications, Section 00 60 00
- .4 Drawings:
- .1 **PDF titled, '2025.10.03 - Aquatic Center - East Hants - Architectural - IFT.**
- .2 **PDF titled, '250117-46 - East Hants Aquatic Centre - Civil Design - IFT.**
- .3 **PDF titled, 'East Hants Aquatic Centre - Mechanical-IFT.**
- .5 Addenda as issued and confirmed in Subsection 2.4 of this Section.

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

EARTHWORK					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
1	Clearing	Hectare (ha)	0.005	\$	\$
2	Grubbing	Hectare (ha)	0.007	\$	\$
Subtotal Earthwork					\$

STORM SEWER					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
31.a	200mm PVC DR35	m	8	\$	\$
31.b	250mm PVC DR35	m	70	\$	\$
31.c	450mm PVC DR35	m	7	\$	\$
38	Closed Circuit Television Inspection	Lump Sum (L.S.)	1	\$	\$
39	450mm Concrete Headwall	ea.	1	\$	\$
40.a	100mm HDPE Flap Gate BFP	ea.	1	\$	\$
40.b	Removal of Existing Storm Infrastructure	Lump Sum (L.S.)	1	\$	\$
40.c	Trench Drain	m	60	\$	\$
40.d	300mm Duck Bill Check Valve	ea.	1	\$	\$
40.e	Spillway Modification	Lump Sum (L.S.)	1	\$	\$
40.f	Additional Settling Pit Drain	Lump Sum (L.S.)	1	\$	\$
40.g	Reroute Stormwater Sump Vent Line	Lump Sum (L.S.)	1	\$	\$
40.h	Stormwater Settling Pit Dry Hydrant	Lump Sum (L.S.)	1	\$	\$
Subtotal Storm Sewer					\$

STREET CONSTRUCTION					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
41.a	100mm Type 1 (Sidewalk)	m ²	119	\$	\$
41.b	200mm Type 2 (Sidewalk)	m ²	119	\$	\$
41.c	150mm Type 1 (Gravel Path)	m ²	31	\$	\$
45	Sidewalk	m ²	119	\$	\$
Subtotal Street Construction					\$

LANDSCAPING					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
61	Topsoil and Sod	m ²	65	\$	\$
66	Wooden Split Rail Fence Reinstatement	Lump Sum (L.S.)	1	\$	\$
Subtotal Landscaping					\$

ADDITIONAL ITEMS					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
76	Wooden Stage Breakdown & Removal	Lump Sum (L.S.)	1	\$	\$
77	Eavestrough Selective Demolition & Removal	Lump Sum (L.S.)	1	\$	\$
78	Steel Supports	Lump Sum (L.S.)	1	\$	\$
79	Concealed Eavestrough System	Lump Sum (L.S.)	1	\$	\$
80.a	Building Envelope Modifications	Lump Sum (L.S.)	1	\$	\$
80.b	Snow Guards	Lump Sum (L.S.)	1	\$	\$
Subtotal Additional Items					\$

SUMMARY

SUBTOTAL EARTHWORK	\$ _____
SUBTOTAL STORM SEWER	\$ _____
SUBTOTAL STREET CONSTRUCTION	\$ _____
SUBTOTAL LANDSCAPING	\$ _____
SUBTOTAL ADDITIONAL ITEMS	\$ _____
ESTIMATED CONTRACT PRICE (EXCLUDING HST)	\$ _____
ADD HARMONIZED SALES TAX (14%)	\$ _____
TOTAL PRICE	\$ _____

TENDERER'S HST REGISTRATION NO. _____

5. COMPLETION TIME

- .1 Tenderer agrees to complete the Work within _____ weeks of written notification of award.

6. SIGNATURES

DATED THIS _____ DAY OF _____, 2025.

Name of Firm Tendering

Witness

Signature of Signing Officer

Name and Title (printed)

Witness

Signature of Signing Officer

Name and Title (printed)

Company Address

Contact Person

Telephone

Email

N.B. Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

* * * End Section 00 41 43 * * *

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

BY AND BETWEEN

MUNICIPALITY OF THE DISTRICT OF EAST HANTS

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 – THE WORK

The Contractor shall:

- .1 Perform the Work required by the Contract Documents for
STORMWATER UPGRADES – EAST HANTS AQUATIC CENTRE
for which the Agreement has been signed by the parties and for which
ABLE ENGINEERING SERVICES INC.
is acting and is hereinafter called the "Engineer"
- .2 do and fulfill everything indicated by this Agreement, and
- .3 commence the Work by the ____ day of _____ in the year _____ and attain Ready-for-Takeover of the Work as confirmed by the Engineer by the ____ day of _____ in the year _____.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

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

ARTICLE A3 – CONTRACT DOCUMENTS

- .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 Tender Form
- .3 Form of Agreement
- .4 Supplementary Specifications
 - .1 Supplementary Specifications, Section 00 60 00
 - .2 Supplementary General Conditions, Section 00 73 00
 - .3 Supplementary General Requirements, Section 01 10 00
 - .4 Supplementary Measurement and Payment, Section 01 22 00
- .5 Drawings:
 - .1 **PDF titled, '2025.10.03 - Aquatic Center - East Hants - Architectural – IFT'.**
 - .2 **PDF titled, '250117-46 - East Hants Aquatic Centre - Civil Design – IFT'.**
 - .3 **PDF titled, 'East Hants Aquatic Centre - Mechanical-IFT'**
- .6 Addenda
- .7 Correspondence as follows:

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 (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 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 GC 5.6, - SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK
- .6 Upon 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 5.7 – 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 GC 11.1- INSURANCE.
- .8 If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:
 - .1 The annual interest rate applicable to the Contract is 0% compounded monthly.
 - .2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- .1 Notices in writing will be addressed to the recipient at the address set out below.
 - .1 The Owner at Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5
 - .2 The Contractor at
 - .3 The Engineer at 5209 St. Margarets Bay Road
Upper Tantallon, NS B3Z 1E3

- .2 The delivery of a notice in writing will be by electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. Electronic communications are to be sent to jmullett@easthants.ca.
- .3 A notice in writing sent by electronic communication 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 on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day following the transmission thereof.
- .4 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.

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

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

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.
- .2 The Contractor agrees to deploy all necessary resources to ensure that the Work is completed in accordance with the agreed schedule.

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

Municipality of the District of East Hants

Witness

Signature

Name and Title

Witness

Signature

Name and Title

CONTRACTOR

Company Name

Witness

Signature

Name and Title

Witness

Signature

Name and Title

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

INTENT

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

SECTION 00 73 00: SUPPLEMENTARY GENERAL CONDITIONS

GC 1.1 CONTRACT DOCUMENTS

Page 8, add the following:

- 1.1.12 Except for the provisions of article 12.3.6, nothing contained in the *Contract Documents* shall create any contractual relationship between:
- .1 the *Owner* and a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.
 - .2 the *Consultant* and the *Contractor*, a *Subcontractor*, a *Supplier*, or their agent, employee, or other person performing any of the *Work*.

Page 8, add the following:

GC 1.1A DOCUMENTS AT THE SITE

- 1A.1.1 The *Contractor* shall keep one copy of current *Contract Documents*, submittals, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.

GC 3.4 CONSTRUCTION SCHEDULE

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

GC 3.6 LAYOUT OF THE WORK

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

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

GC 3.9 SHOP DRAWINGS

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

- 3.9.2 Prepare and submit to the *Consultant* for review, a schedule of the dates for provision, review and return of Shop Drawings. Provide this submission a minimum of two (2)

Working Days after to the project start-up meeting.

Page 15, add the following:

GC 5.5A BASIS OF PAYMENT FOR COST PLUS WORK

5A.1.1 Payment for cost plus work shall be based on the cost of such work, plus a fee calculated as a percentage of the cost of such work, for the *Contractor's* overhead and profit. The percentage amount shall be as provided in the *Contract Documents* but shall not be applied to the cost of *Construction Equipment* when such cost is based on rates which already include the *Contractor's* overhead and profit.

5A.1.2 The cost of cost plus work shall be at rates prevailing in the locality of the *Place of the Work* and shall include the following cost elements as applicable to such work:

- .1 wages and benefits paid for labour in the direct employ of the *Contractor* under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the *Owner* and *Contractor*;
- .2 salaries, wages, and benefits of the *Contractor's* personnel, when stationed at the field office in whatever capacity employed; or personnel at shops or on the road, engaged in expediting the production or transportation of materials or equipment;
- .3 contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Contractor* and included in the cost of the *Work*.
- .4 travel and subsistence expenses of the *Contractor's* personnel.
- .5 the cost of all *Products* including cost of transportation thereof;
- .6 the cost of materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation, and maintenance thereof, which are consumed in the performance of the *Work*; and cost less salvage value on such items used but not consumed, which remain the property of the *Contractor*;
- .7 the cost of all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work*, whether rented from or provided by the *Contractor* or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery cost thereof;
- .8 deposits lost;
- .9 the amounts of all subcontracts;
- .10 the cost of quality assurance such as independent inspection and testing services;
- .11 charges levied by authorities having jurisdiction at the *Place of the Work*;
- .12 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefor subject always to the *Contractor's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 - PATENT FEES;
- .13 any adjustment in premiums for all bonds and insurance which the *Contractor* is required, by the *Contract Documents*, to purchase and maintain;
- .14 any adjustment in taxes and duties for which the *Contractor* is liable;
- .15 charges for long distance telephone and facsimile communications, courier services, expressage, and petty items incurred in relation to the performance of the *Work*;
- .16 the cost of removal and disposal of waste products and debris; and
- .17 cost incurred due to emergencies affecting the safety of persons or property.

5A.1.3 The *Contractor* shall obtain the *Owner's* approval prior to subcontracting or entering

into other agreements for cost plus work.

5A.1.4 The *Consultant* may refuse to certify payment for all or part of the cost of any item under any cost element, where the item in question was unsuitable, unnecessary or the cost was otherwise improperly incurred in the performance of the *Work*.

5A.1.5 The *Contractor* shall keep full and detailed accounts and records necessary for the documentation of the cost of cost plus work and shall provide the *Consultant* with copies thereof when requested.

5A.1.6 The *Owner* shall be afforded reasonable access to all of the *Contractor's* books, records, correspondence, instructions, drawings, receipts, vouchers, and memoranda related to the cost of cost plus work, and for this purpose the *Contractor* shall preserve such records for a period of one year from the date of *Substantial Performance of the Work*.

GC 5.7 FINAL PAYMENT

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

GC 6.2 CHANGE ORDER

Page 16, after clause 6.2.3, add the following:

6.2.4 The mark-up on agreed upon changes are as follows:

- .1 Work performed by the Contractor's own forces will be the cost of the work plus ten (10%) percent overhead and profit.
- .2 Work performed by the Subcontractor's force will be the cost of the work plus 15% overhead and profit. Where the work can be done by the Contractor's forces, as solely determined by the Consultant, but is done by the Subcontractor's forces, the mark-up for overhead and profit will be limited to ten (10%) percent.

6.2.5 Before the approval of any Change Order over \$1,000 in value the Contractor is responsible to provide, at a minimum, the following breakdown of cost associated with such Change Order:

- .1 Labour rates, excluding operators.
- .2 Equipment rates including operators.
- .3 Supervisory staff rates.
- .4 Subcontractor and material or equipment invoices where applicable.
- .5 Overhead costs including worker's compensation, Site trailer cost as applicable, insurance, bonding, small tool expenses, CPP, and EI contributions.

6.2.6 No compensation for extra work or material shall be allowed unless the Consultant issues a Notice in Writing authorizing such work or material to be ordered in the form of a Change Order, Change Directive or Supplemental Instruction.

6.2.7 No compensation will be allowed for the cost of repairs to equipment or in respect of Construction Equipment of any kind idle on the Site except as directed by the Consultant in writing or for damage to anything used in performing any such extra

work or making any such alteration.

- 6.2.8 The price applicable to any work deleted from the Contract, shall be deducted from the Contract Price and shall be mutually agreed upon by the Contractor and the Owner. The price shall be comparable to prices quoted on work of similar nature.

GC 6.5 DELAYS

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

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

Page 19, after clause 6.5.5, add the following new clauses:

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

GC 6.7 QUANTITY VARIATIONS

Page 19, delete clause 6.7.1 and replace with the following:

- 6.7.1 The *Owner* or the *Contractor* may request an adjustment to a *Unit Price* contained in a *Schedule of Prices* included in the *Contract* provided that the actual quantity of the item in the *Schedule of Prices* exceeds or falls short of the estimated quantity by more than 25% excluding items identified as provisional. Neither the *Owner* nor the *Contractor* may request an adjustment to a *Unit Price* for an item identified as provisional.

Page 19, make the following changes:

- 6.7.2 Replace '15%' with '25%' and '115%' with '125%'.
- 6.7.3 Replace '15%' with '25%'.

GC 10.1 TAXES AND DUTIES

Page 25, add the following:

- 10.1.3 Any increase or decrease in costs to the *Contractor* must be requested in writing in accordance with the change provisions of the *Contract*. Such change must be

accompanied by proof acceptable to the *Owner*, acting reasonably, that the change in taxes or duties applied to the subject matter of the change request, that the change occurred after the bid closing, and that the amount being requested is limited to the actual increase or decrease incurred and only on the costs of goods impacted.

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

GC 11.1 INSURANCE

Page 27, add the following:

- 11.1.9 All required insurance policies must include provisions for contractor's pollution liability (environmental impairment liability) and such coverage must include Difference of Conditions, Difference in Limits, products, and completed operations.

Page 29, add the following:

GC 13A DAMAGES AND MUTUAL RESPONSIBILITY

- 13A.1.1 If either party to the Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom the other party is responsible in law, then that party shall be reimbursed by the other party for such damage.
- 13A.1.2 If the *Contractor* has caused damage to the work of another contractor on the *Project*, the *Contractor* shall upon due notice in writing settle with the other contractor by negotiation or arbitration. If the other contractor makes a claim against the *Owner* on account of damage alleged to have been so sustained, the *Owner* shall notify the *Contractor* in writing and may require the *Contractor* to defend the action at the *Contractor's* expense. The *Contractor* shall satisfy a final order or judgement against the *Owner* and pay the costs incurred by the *Owner* arising from such action.
- 13A.1.3 If the *Contractor* becomes liable to pay or satisfy a final order, judgement, or award against the *Owner*, then the *Contractor*, upon undertaking to indemnify the *Owner* against any and all liability for costs, shall have the right to appeal in the name of the *Owner* such final order or judgement to any and all courts of competent jurisdiction.

SECTION 01 10 00: GENERAL REQUIREMENTS

2. Summary of Work

Replace with the following:

- .1 The Work to be completed under this contract includes (but is not limited to) the following items:
- .1 Clearing and grubbing of existing vegetation within project area;
 - .2 Removal of existing infiltration trench and storm infrastructure;
 - .3 Removal of wooden stage;

- .4 Supply and placement of Type I and Type II gravels;
- .5 Supply and placement of concrete sidewalk;
- .6 Supply and placement of Spillway Modification;
- .7 Supply and installation of storm sewer pipe, trench drain, check valve, back flow preventor and concrete headwall;
- .8 Supply and placement of clean fill material;
- .9 Supply and placement of topsoil and sod;
- .10 Reinstatement of existing gravel and fencing;
- .11 Miscellaneous Site Work. Contractor to allow for mobilization costs, permit costs (if required). Any damage to existing infrastructure is to be reinstated to existing or better conditions.
- .12 Supply and placement of additional overflow pipe from sand settling pit to storm sump pit;
- .13 Supply and placement of pump dry hydrant;
- .14 Supply and relocation of sanitary pump station vent pipe;
- .15 Supply and placement of new concealed eavestrough system (including thermally broken steel brackets, new metal siding and soffit, gutter screens and associated metal and membrane flashing), and, snow guards, and downspouts.

3. Scheduling and Coordination

Add the following:

- .5 Work shall not commence before 7:00 a.m. and shall not extend beyond 7:00 p.m. without prior written approval of the Owner.
- .6 Notify residents at least forty-eight (48) hours in advance of proposed work which may impact their driveway or street access, etc. Minimize the length of necessary disruptions.
- .7 Contractor to provide twenty-four (24) hours' notice to the Engineer and Owner prior to conducting works that require the presence of a representative for the Engineer and/or Owner.
- .8 The Contractor is to schedule the Work such that the works are completed during the 2026 season (**Ready-for-Takeover by July 31st, 2026**), and work must not extend over next season, unless agreed otherwise with the Owner.
- .9 Contractor will carry out tests and necessary inspections and will take measurements required for record Drawings.

4. Setting Out the Work

Add the following:

- .3 The Contractor shall carry out excavation to determine the exact location of existing services and identify any conflicts to the Engineer one (1) week prior to construction.

5. Existing Site Conditions

Add the following:

- .3 Do not remove nor disturb survey monuments, iron bars, or markers representing property

boundaries and locations which may be encountered during the execution of the Work, without written permission from the Owner. Replace disturbed monuments unless written permission for removal has been obtained.

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

7. Submittals

7.1 Shop Drawings

Add the following:

- .8 In addition to items identified on the Drawings and elsewhere herein, submit the following:
 - .1 Project Documentation:
 - .1 Traffic control plan
 - .2 Detailed project schedule and work plan
 - .3 Hazard analysis
 - .4 Site safety meeting minutes
 - .5 Incident reports
 - .6 Nova Scotia Labour and Advanced Education inspection reports
 - .2 Shop drawings:
 - .1 Fittings
 - .2 Valves
 - .3 Hydrants
 - .4 Thrust Restraint
 - .5 Miscellaneous Metals

.6 Additional drawings as requested by the Engineer

8. Record Drawings

Replace the indicated subsections with the following:

- .1 The Contractor shall provide measurements to the Engineer to ensure that sufficient information is recorded to allow the Owner to update their existing record information.
- .2 The Engineer, at their discretion, may take measurements to confirm the Contractor's measurements. This shall not relieve the Contractor of its responsibility for as-built information. If the Contractor backfills or buries various pipe works and appurtenances or other portions of the work without the consent of the Engineer, the Contractor will be required to expose the buried work at its own expense.

9. Quality Control

Replace indicated subsection with the following:

- .7 The Contractor will arrange and pay for all geotechnical and materials testing. The Contractor shall engage an independent testing firm satisfactory to the Owner to provide materials analysis, compaction tests and asphalt testing. The frequency of testing shall be in accordance with the applicable CSA standard or as necessary to establish compliance to the satisfaction of the Engineer. The results of all tests shall be forwarded to the Owner. The Owner reserves the right to carry out its own testing.

Add the following:

- .8 The Contractor must notify the Engineer and Owner of the testing schedule at least twenty four (24) hours prior to undertaking any testing.

12. Traffic Control

Add the following:

- .6 Maintain vehicular and pedestrian access to properties on a continuous basis.
- .7 Ensure emergency vehicle access/egress is maintained throughout the duration of the Work and ensure emergency service vehicles are directed through the site as quickly and efficiently as possible.
- .8 Provide traffic control plans in consultation with the Owner.

Add the following subsections:

17. Utilities

- .1 Contractor is responsible for obtaining permits from all utilities such as a Safe Clearance Report from NS Power for Work near utilities.

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

18. Flotation and Flooding

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

19. Damage and Injury

- .1 Immediately inform the Engineer of any damage or injury to any persons, property, services, or materials.
- .2 Reinstate survey markers, monuments, and survey pins disturbed or covered during construction under the direction of a qualified provincial land surveyor.
- .3 Any Municipal, TIR, or Nova Scotia Power infrastructure that is moved or damaged, shall be reinstated to their specifications and standards.

SECTION 01 22 00: MEASUREMENT AND PAYMENT

EARTHWORK

Delete subsection 1 and replace with the following:

1. Clearing

Unit of Measurement: hectare (ha)

Method of Measurement: slope measure of indicated area.

This item includes: cutting and disposal of all trees (including stumps) and brush from areas indicated. Large trees must be removed by a certified Arborist.

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 manholes.

This item includes: supply and installation of pipe complete with all fittings and required compacted gravels, including bedding and pipe embedment. Type 1 gravel backfill and reinstatement of the existing surface materials.

Delete subsection 38 and replace with the following:

38. Closed Circuit Television Inspection

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

Method of Measurement: along centreline of pipe through manholes.

This item includes: television inspections, records and reports. Exact locations to be approved by the Engineer.

Delete subsection 39 and replace with the following:

39. Concrete Headwall

Unit of Measurement: each (ea.)

This item includes: Supply of precast concrete headwall including excavation, backfilling and bedding.

Delete subsection 40 and replace with the following:

40a. HDPE Flap Gate Back Flow Prevention Device

Unit of Measurement: each (ea.)

This item includes: Supply and installation of HDPE Flap Gate Back Flow Prevention Device (BFP). Product to be submitted to engineer for review and approval.

40b. Removal of Existing Storm Infrastructure

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

This item includes: complete removal and disposal of all existing stormwater infrastructure noted within the project area.

40c. Trench Drain

Unit of Measurement: metre (m)

Method of Measurement: Along centreline of trench drain.

This item includes: Supply and installation of trench drain, complete with all fittings.

40d. Duck Bill Check Valve

Unit of Measurement: each (ea.)

This item includes: Supply and installation of Duck Bill Check Valve. Product to be submitted to engineer for review and approval.

40e. Spillway Modifications

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

This item includes: Reconstruct existing spillway as per design drawings. Replace, supply and grade riprap rock.

40f. Additional Settling Pit Drain

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

This item includes: supply and installation of 200mm drain line between existing sand settling sump, and the stormwater sump pit, includes all modifications to existing sump pits.

40g. Reroute Stormwater Sump Vent Line

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

This item includes: supply and installation of materials and labour to disconnect the existing vent termination inside the mechanical room, and extend the vent out through the exterior wall, terminating above grade.

40h. Stormwater Settling Pit Dry Hydrant

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

This item includes: supply and installation of materials and labour to provide a 150mm diameter dry hydrant to facilitate supplemental pumping.

STREET CONSTRUCTION

Delete subsection 41 and replace with the following:

41. Gravels

Unit of Measurement: square metre (m2)

Method of Measurement: Slope measure of indicated area at specified mean depth.

This item includes: excavation, compaction of sub-base, and supply, placement and compaction of Type 1 and Type 2 gravels for sidewalk construction and asphalt, as per the contract drawings.

Delete subsection 45 and replace with the following:

45. Sidewalks

Unit of Measurement: square metre (m2)

Method of Measurement: Slope measure of indicated area.

This item includes: supply and placement of concrete sidewalk as per the contract drawings.

LANDSCAPING

Delete subsection 66 and replace with the following:

66. Wooden Split Rail Fence Reinstatement

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

This item includes: supply and installation of wooden fence, including installation of footings, posts and beams, as per the contract drawings. Equivalent to existing.

ADDITIONAL ITEMS

Delete subsection 76 and replace with the following:

76. Wooden Stage Breakdown & Removal

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

This item includes: Breakdown and removal of existing wooden stage structure.

Delete subsection 77 and replace with the following:

77. Eavestrough Selective Demolition & removal

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

This item includes: removal of existing eavestrough, removal of existing security cameras (to be reinstated), and selective demolition and removal of building envelope back to structural steel where indicated and removal of existing semi-rigid insulation (to be reinstated) as per the contract drawings.

Delete subsection 78 and replace with the following:

78. Steel Supports

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

This item includes: supply and installation of HSS and steel plate support including high density plastic thermal breaks as per contract drawings.

Delete subsection 79 and replace with the following:

79. Concealed Eavestrough System

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

This item includes: supply and installation of new controlled flow gutter system and all associated anchoring, blocking, access, demo, restoration, trims, membranes, flashings, sealants, custom rectangular downspouts, and accoutrements as per contract drawings.

Delete subsection 80 and replace with the following:

80a. Building Envelope Modifications

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

This item includes: supply and of new framing, sheathing, standing seam metal siding, metal soffit, weather membranes, all associated trims, flashing, sealants and closures and all labor and material required to tie into existing building; patch, repair and make good surrounding existing building envelope as per contract drawings. Reinstall security cameras, modify as required to be fully functional.

80b. Snow Guards

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

This item includes: supply and installation of double pipe snowguards and all brackets, anchoring, sealants, and accessories: see contract drawings.