



Request for Tender  
2026-YAR-RFT-01  
ROUTE 304 & TRUNK 1 PAVING

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**Issue Date**

June 11<sup>th</sup>, 2026

**Closing Date & Time**

July 2<sup>nd</sup>, 2026

2:00pm AST

**Client**

Town of Yarmouth  
400 Main Street  
Yarmouth, NS B5A 4H5

THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH THE TOWN OF YARMOUTH SUBDIVISION BY-LAW AND 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.**

THE TOWN OF YARMOUTH SUBDIVISION BY-LAW CAN BE FOUND AT  
<https://www.townofyarmouth.ca/town-hall/bylaws/40-subdivision-by-law/file>

COPIES OF THE STANDARD SPECIFICATIONS ARE AVAILABLE FROM THE JOINT COMMITTEE ON CONTRACT DOCUMENTS C/O SPECTECH LIMITED, 455 COLBY DRIVE, DARTMOUTH, NOVA SCOTIA, B2V 2K4, TEL: (902) 430-2534, (902) 497-0718.

<b><u>TITLE</u></b>	<b><u>SECTION</u></b>
<i>BIDDING AND CONTRACT REQUIREMENTS</i>	
Invitation to Tender	00 11 00
Information to Tender	00 21 00
Tender Form	00 41 43
Form of Agreement	00 53 43
Supplementary General Conditions	00 73 00

<b><u>DRAWING TITLE</u></b>
2026-YAR-RFT-01 – Route 304 and Trunk 1 Paving

Sealed Tenders marked as below:

"2026-YAR-RFT-01 - Route 304 & Trunk 1 Paving"

Town of Yarmouth  
400 Main Street  
Yarmouth, Nova Scotia, B5A 1G2

ATTN: Mr. Jean-Guy LeBlanc, P.Eng., Project Engineer

**Tenders will be received up to 2:00 p.m., local time, Thursday, July 2<sup>nd</sup>, 2026.**

The *Work* of this *Contract* generally includes the supply and installation of all labour, services, materials, testing and equipment to complete the work as indicated on the drawings and work indicated herein. The *Work* shall include, but is not limited to:

- Asphalt milling of approximately 2-1/2" deep
- Granular subgrade repairs if/where necessary
- Asphalt levelling lift (drag coat), 25mm (nominal thickness) Type C-HF
- Asphalt re-cap, 38mm Type C-HF
- Manhole, catch basin & valve height adjustments
- Shouldering
- Curb replacements
- Driveway tie-ins
- Line painting
- Traffic control

The area includes Route 304 (Vancouver Street) from the town limit to near the intersection at Vancouver St. / Main Street and Trunk 1 (Main Street) from the town limit to intersection at Vancouver St. / Main Street.

Tender documents will be posted on the Nova Scotia Procurement website. No document deposit required. Tenders must be accompanied by a Bid Bond or Certified Cheque for ten percent (10%) of the tendered price as bid security as outlined in the *Tender Documents. Contract Security* in the form of a *Performance Bond* and a *Labour and Materials Bond* will be required from the successful tenderer. The *Owner* reserves the right to waive any formalities or informalities, or to reject any or all tenders based on the *Tenderer's* lack of proven experience, performance on similar projects, or the suitability of proceeding with the execution of the work.

By submitting a *Tender*, the bidder agrees to public disclosure of its contents subject to the provisions of the *Municipal Government Act* relating to *Freedom of Information and Protection of Privacy*. Anything submitted in the *Tender* the bidder considers "personal information" or "confidential information" of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the *Municipal Government Act* as noted above.

\*\*\*\*\*END OF SECTION 00 11 00\*\*\*\*\*

PROJECT NAME: 2026-YAR-RFT-01 - Route 304 & Trunk 1 Paving

LOCATION: Yarmouth, NS

OWNER: Town of Yarmouth  
400 Main Street  
Yarmouth, Nova Scotia  
B5A 1G2

ENGINEER: Project Engineer, Town of Yarmouth

**1.1 A complete *Tender* includes the following:**

- .1 The *Tender Form* in its entirety, with all pages and spaces for entry of information by *Tenderers* filled in as instructed.
- .2 Acknowledgment of addenda received by the *Tenderer* during the tendering period.
- .3 *Tender Security* (refer to applicable clause herein).

**1.2 Hard Copy Tender Submission**

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

TENDER

2026-YAR-RFT-01 - Route 304 & Trunk 1 Paving

Town of Yarmouth

Jean-Guy LeBlanc, P.Eng.

400 Main Street  
Yarmouth, Nova Scotia  
B5A 1G2

and must be delivered to the following address **up until 2:00 p.m.**, local\_time, on **July 2<sup>nd</sup>, 2026**, hereinafter referred to as the *Tender Closing*.

400 Main Street  
Yarmouth, Nova Scotia  
B5A 1G2

Attention: Jean-Guy LeBlanc, P.Eng.

**1.3 Electronic Tender Submission**

- .1 Tenders shall be submitted exclusively by email to jean-guy.leblanc@townofyarmouth.ca **until 2:00 p.m., local time, on Thursday, July 2<sup>nd</sup>, 2026, hereinafter referred to as the *Tender Closing***. Subject heading of email to read "2026-YAR-RFT-01 – TENDER SUBMISSION." The time stamp of the email received by jean-guy.leblanc@townofyarmouth.ca will be used to determine if the submission was received on time – not the time it was emailed by the sender. Last minute submissions are not recommended.

#### 1.4 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.

#### 1.5 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.

#### 1.6 Tender Opening

- .1 Tenders will be opened on Thursday, July 2<sup>nd</sup>, 2026 at the Yarmouth Town Hall, 400 Main St. immediately following the *Tender Closing*. Opening will be private.
- .2 Tender amendments will be disclosed at public openings.

#### 1.7 Accuracy of Referencing

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

#### 1.8 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*.
- .2 By submitting a *Tender*, the bidder agrees to public disclosure of its contents subject to the provisions of the *Municipal Government Act* relating to *Freedom of Information and Protection of Privacy*. Anything submitted in the *Tender* the bidder considers to be "personal information" or "confidential information" of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the *Municipal Government Act* as noted above.

#### 1.9 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.

#### 1.10 Clarification and Addenda

- .1 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*.
- .2 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.

#### 1.11 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.

### 1.12 Tender Security

- .1 Provide *Tender Security* in the minimum amount of ten percent (10%) of total price including HST, shall be in favour of the *Owner*, and shall be in the form of a *Certified Cheque*, irrevocable *Letter of Credit* or a *Bid Bond* which shall guarantee to the *Owner* that in the event of the successful *Tenderer* declining to enter into a formal agreement with the *Owner* as called for in the *Contract Documents*, or declining or neglecting to provide the *Insurance* or *Contract Security* required by the *Contract Documents*, then the *Owner* will be reimbursed the additional cost of accepting another tender or *Tender Security* amount, whichever is the lesser.
- .2 Where a *Bid Bond* is submitted it may be submitted in a digital format provided it meets the following criteria:
  - .1 The version submitted by the *Tenderer* must be verifiable by the *Owner* with respect to the totality and wholeness of the *Bond Form*, including: the content; all digital signatures; all digital seals; with the *Surety Company*, or an approved verification service provider of the *Surety Company*.
  - .2 The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to the *Owner*, and in a single file. Allowable formats include pdf.
  - .3 The verification may be conducted by the *Owner* immediately or at any time during the life of the bond and at the discretion of the *Owner* with no requirement for passwords or fees.
  - .4 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding the requirements contained herein.
  - .5 Bonds failing the verification process will NOT be considered to be valid.
  - .6 Bonds passing the verification process will be treated as original and authentic.

### 1.13 Contract Security

- .1 Refer to Section 00 73 00 – Supplementary General Conditions, GC 14 – CONTRACT SECURITY for form and amount of contract security required.

### 1.14 Insurance

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

### 1.15 Form of Agreement

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

### 1.16 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.

### 1.17 Amendment or Withdrawal of Tender

- .1 Tenders may be amended or withdrawn prior to tender closing.
- .2 Amendment of individual *Unit Prices* is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.

- .3 Head amendment or withdrawal as follows: "[Amendment/Withdrawal] of tender for 2026-YAR-RFT-01 - Route 304 & Trunk 1 Paving". All submissions must be received prior to *Tender Closing*.

**1.18 Informal or Unbalanced Tender**

- .1 Tenders which, in the opinion of the *Owner* are considered to be informal or unbalanced may be rejected at the *Owner's* sole discretion.

**1.19 Right to Accept or Reject Any Tender**

- .1 The *Town* reserves the right to suspend or cancel this tender at any time for any reason without penalty.
- .2 The *Town* reserves the right to reject any and all bids or accept any bid or part thereof and may award all or a portion of the work to one or more contractors.
- .3 The *Town* reserves the right to waive any formalities or informalities, or to reject any or all tenders based on the *Tenderer's* lack of proven experience, performance on similar projects, or the suitability of proceeding with the execution of the work.
- .4 In the event that a number of suppliers submits bids in substantially the same amount, the *Town* may, at its discretion, call upon those *Tenderers* to submit further bids.
- .5 No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the *Town* or otherwise, which are inconsistent with the provisions contained herein.

**1.20 Safety Certification**

- .1 Submit with tender, a copy of *Tenderer's* current and valid *Letter of Good Standing* issued jointly by the *Nova Scotia Construction Safety Associated* and the *Province of Nova Scotia Department of Labour*.

**1.21 Clearance Letter from Workers Compensation**

- .1 Submit a copy of *Tenderer's* current valid *Clearance Letter*, issued by the *Worker's Compensation Board of Nova Scotia*.

**1.22 Contingency Allowance**

- .1 A *Contingency Allowance* of 10% is included in Section 00 41 43 – Tender Form. This amount covers any cost for extra work as directed by the *Engineer* which is not included in the items in the *Schedule of Quantities* and *Unit Prices*. Specific information regarding the use of this *Contingency Allowance* is provided in Section 00 72 45 – General Conditions, Subsection GC4.2 – CONTINGENCY ALLOWANCE of the *Standard Specification for Municipal Services*.

**1.23 Funding**

- .1 In the event that the tendered *Contract Price* is within the project budget, the *Owner* will award the *Contract*. In the event of a shortfall, the *Owner* reserves the right to negotiate the *Contract* with the selected contractor or withdraw from the *Tender*.

\*\*\*\*\*END OF SECTION 00 21 00\*\*\*\*\*

**1.1 SALUTATION:**

- .1 To: ATTN: Mr. Jean-Guy LeBlanc, P.Eng.  
Town of Yarmouth  
400 Main Street  
Yarmouth, Nova Scotia  
B5A 1G2
- .2 For: 2026-YAR-RFT-01 - Route 304 & Trunk 1 Paving  
Town of Yarmouth

.3 From: [Name of Contractor]

[Address]

**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 provide evidence of ability and experience within 7 days of request, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.
- .6 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.
- .7 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.
- .8 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.

- .9 That Contract Documents include:
  - .1 Standard Specification for Municipal Services, Table of Contents, most recent addition at time of tender closing.
  - .2 Tender Form
  - .3 Form of Agreement
  - .4 Supplementary General Conditions
  - .5 Drawings
    - .1 2026-YAR-RFT-01 - Route 304 & Trunk 1 Paving
  - .6 All addenda as issued and as confirmed in subsection 1.2.4 of this section.

**1.4 SCHEDULE OF QUANTITIES AND UNIT PRICES**

**.1 ROUTE 304 (VANCOUVER STREET)**

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
<u>STREET CONSTRUCTION</u>					
42.	Prime (Tack Coat)	m <sup>2</sup>	<u>5,600</u>	_____	_____
43.	Asphalt Concrete				
.1	Milling, 63mm (2-12") depth	m <sup>2</sup>	<u>150</u>	_____	_____
.2	63mm Type C-HF	m <sup>2</sup>	<u>150</u>	_____	_____
.3	Drag Coat, 25mm Type C-HF	m <sup>2</sup>	<u>5,400</u>	_____	_____
.4	Re-Cap, 38mm Type C-HF	m <sup>2</sup>	<u>5,400</u>	_____	_____
44.	Curb				
.1	Concrete Curb	m	<u>12</u>	_____	_____
.2	Concrete Curb & Gutter	m	<u>0</u>	_____	_____
.3	Semi-mountable Concrete Curb & Gutter	m	<u>0</u>	_____	_____
49.	Adjust Existing Valve Box Covers	ea	<u>22</u>	_____	_____
50.	Adjust Existing Manhole Frames and Covers	ea	<u>6</u>	_____	_____
51.	Adjust Existing Catch Basin Frames and Covers	ea	<u>5</u>	_____	_____
53.	Excavate & Patch	m <sup>2</sup>	<u>300</u>	_____	_____
54.	Shouldering	m <sup>3</sup>	<u>66</u>	_____	_____
55.	Line Painting	L.S.	<u>1</u>	_____	_____
<u>ADDITIONAL ITEMS</u>					
76.	Traffic Control	L.S.	<u>1</u>	_____	_____
SUBTOTAL ROUTE 304				\$	_____

**.2 TRUNK 1 (MAIN STREET, VANCOUVER St. to TOWN LIMIT)**

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Item Total
<u>STORM SEWER</u>					
37.	Culverts				
.1	700mm dia, Concrete	m	20		
<u>STREET CONSTRUCTION</u>					
42.	Prime (Tack Coat)	m <sup>2</sup>	4810		
43.	Asphalt Concrete				
.1	Milling, 63mm (2-12") depth	m <sup>2</sup>	750		
.2	63mm Type C-HF	m <sup>2</sup>	750		
.3	Drag Coat, 25mm Type C-HF	m <sup>2</sup>	4060		
.4	Re-Cap, 38mm Type C-HF	m <sup>2</sup>	4060		
44.	Curb				
.1	Concrete Curb	m	57		
.2	Concrete Curb & Gutter	m	108		
.3	Semi-mountable Concrete Curb & Gutter	m	22		
49.	Adjust Existing Valve Box Covers	ea	6		
50.	Adjust Existing Manhole Frames and Covers	ea	9		
51.	Adjust Existing Catch Basin Frames and Covers	ea	8		
53.	Excavate & Patch	m <sup>2</sup>	46		
54.	Shouldering	m <sup>3</sup>	64		
55.	Line Painting	L.S.	1		
<u>ADDITIONAL ITEMS</u>					
76.	Traffic Control	L.S.	1		
SUBTOTAL TRUNK 1				\$	

SUBTOTAL ROUTE 304	\$ _____
SUBTOTAL TRUNK 1	\$ _____
SUBTOTAL ROUTE 304 & TRUNK 1	\$ _____
CONTINGENCY ALLOWANCE (10%)	\$ _____
ESTIMATED CONTRACT PRICE (EXCLUDING HST)	\$ _____ (A)
ADD HARMONIZED SALES TAX (14% of Estimated Contract Price)	\$ _____ (B)
TOTAL PRICE (A + B)	\$ _____
TENDERER'S HST REGISTRATION NO.	_____

**1.5 COMPLETION TIME**

.1 Tenderer agrees to complete the Work within \_\_\_\_ weeks of written notification of award.

**1.6 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).

**1.7 SUPPLEMENTARY TENDER INFORMATION**

List of Subcontractors:

List all subcontractors. The provision of the subcontractor list is an undertaking by the contractor to use the listed subcontractor on the project. Obtain the Engineer's approval to add or delete named subcontractors from the above list after the tenders have closed. Award will not be dependent on the subcontractor list.

**1.8 TENDERERS CHECKLIST**

**Prior to submitting tender, ensure the following have been completed:**

- |  |       |
|--|-------|
| 1. Has the Form of Tender been signed, sealed and witnessed?                                   | Y / N |
| 2. Has the required bid bond or certified cheque been mailed?                                  | Y / N |
| 3. Has the Agreement to Bond (signed and Sealed by surety) been mailed?                        | Y / N |
| 4. Have all schedules in the Form of Tender been completed?                                    | Y / N |
| 5. Has all addenda been acknowledged?  | Y / N |
| 6. Has the Completion Time (in weeks) been completed?  | Y / N |
| 7. Has the Supplementary Tender Information (sub-contractors, equipment, rates) been enclosed? | Y / N |

\*\*\*\*\*END OF SECTION 00 41 43\*\*\*\*\*

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**BY AND BETWEEN**

TOWN OF YARMOUTH

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 *Route 304 & Trunk 1 Paving*, located in Yarmouth, Nova Scotia for which the *Agreement* has been signed by the parties, and for which the Town of Yarmouth 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 15<sup>th</sup> day of July in the year 2026 and attain *Ready-for-Takeover* of the work as confirmed by the *Engineer* by the 15<sup>th</sup> day of October in the year 2026.

**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 Project Documents:

.1	TENDER FORM	00 41 43
.2	FORM OF AGREEMENT	00 53 43
.3	GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT (CCDC 18-2023)	00 72 45
.4	SUPPLEMENTARY GENERAL CONDITIONS	00 73 00
.5	SUPPLEMENTARY SPECIFICATIONS	
	General Requirements	01 10 00
	Measurement and Payment	01 22 00
.6	DRAWINGS	
	Route 304 & Trunk 1 Paving	
.7	Addenda _____ to _____.	

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

**ARTICLE A5 - PAYMENT**

- .1 The *Owner* shall pay the *Contractor* in *Canadian* funds for the performance of the *Contract*.
- .2 The *Owner* shall make monthly payments on account to the *Contractor* for the *Work* performed, as certified by the *Engineer*, subject to a 10% holdback.
- .3 The amount of the monthly payments shall be calculated as follows:
  - .1 The quantity for each pay item on which actual work has been performed shall be measured.
  - .2 For each *Unit Price* item this quantity shall be multiplied by the applicable *Unit Price* as provided in the *Tender Form*.
  - .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
  - .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from 5.3.2 and 5.3.3 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 5.3.4 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 end 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 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at two percent (2%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a semi-annual basis. The bank rate shall be the rate established by the *Bank of Canada* and the minimum rate at which the *Bank of Canada* makes short term advances to the chartered banks.
  - .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.8.1 of this *Article* on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, has it not been in dispute, until it is paid.

**ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES**

- .1 Notices in writing between the parties or between them and the *Engineer* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand, or by registered post; or if sent by regular post, to have been delivered within five (5) working days of the date of the mailing when addressed as follows:
  - .1 The Owner / Engineer at:      ATTN: Jean-Guy LeBlanc, P.Eng.  
  Town of Yarmouth  
  400 Main Street  
  Yarmouth, NS, B5A 1G2
  
  - .2 The Contractor at:                     \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

**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**

- .2 Time shall be construed as being of the essence of the Contract. The Work will be completed by the date indicated in Article A1 herein and shall be referred to as the Date of Completion.

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\*\*\*\*\*

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

## SECTION 00 71 00 - DEFINITIONS

.1 After definition for *Project*, add definition for *Project Documents* as follows:

### 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.

.2 After definition for *Specifications*, add definition for *Standard Specification* as follows:

### 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*. Technical specifications should also be in accordance with the *Town of Yarmouth's Municipal Planning Strategy* and *Subdivision By-law*.

.3 After definition for *Supplemental Instruction*, add definition for *Supplementary Specifications* as follows:

### Supplementary Specifications

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

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

.5 Add new definition as follows:

#### 28. Provisional Items

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

## SECTION 00 72 45 - GENERAL CONDITIONS

.6 GC2.3 REVIEW AND INSPECTION OF THE WORK

delete clause 2.3.3 and replace with the following:

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

.7 GC3.5 CONSTRUCTION SCHEDULE

delete clause 3.5.1.1 and replace with the following:

"3.5.1.1 prepare and submit to the *Owner* and *Consultant* prior to the commencement of the *Work*, a construction schedule that indicates the timing of the major events of the *Work* and provide sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time*.

**delete clause 3.5.1.2 and replace with the following:**

"3.5.1.2 monitor the progress of the *Work* relative to the construction schedule and update the schedule on a weekly basis; and

.8 GC3.7 LAYOUT OF THE WORK

**delete clause 3.7.1 and replace with the following:**

"3.7.1 Before the *Work* of the *Contract* begins, the *Engineer* will, once only, provide the data for sufficient reference points to identify the *Works* on the ground. 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*.

.9 GC3.9 SHOP DRAWINGS

**delete clause 3.9.2 and replace with the following:**

"3.9.2 The *Contractor* shall 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 prior to the project start-up meeting."

.10 GC5.4 APPLICATIONS FOR PAYMENT

**delete clause 5.4.2 and replace with the following:**

"5.4.2 Applications for payment shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed at that date.

**add clause 5.4.8 as follows:**

"5.4.8 The *Contractors* application shall show the total progress made to date and the progress on the last claim; the claimed progress being the difference. The application shall show the total amount claimed and the amount claimed for the progress made. The claim for payment shall indicate the total holdback to date and the holdback made on the payment claimed. HST shall apply to the amount of payment after the holdback is removed.

.11 GC5.6 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT HOLDBACK

**clause 5.6.2, change "20 calendar days" to read "21 Working Days".**

**clause 5.6.3, add the following:**

"5.6.3 If the *Work* is agreed to be substantially complete then the certificate shall reflect the date on which the application was made.

**add clauses 5.6.7, 5.6.8 and 5.6.9, as follows:**

- "5.6.7           The *Engineer* will review the *Contractors* comprehensive list of items to be completed or corrected (deficiency list). If the list is found to be incomplete, a finding that the project is substantially complete may be withheld until a comprehensive deficiency list is established to the satisfaction of the *Consultant*. If the *Engineer* generates a list of deficiencies, the *Engineer* shall value each item based on experience. The *Engineer* may also ask the *Contractor* for information necessary to establish values for items on the deficiency list. If the *Contractor* disputes the value of any item, then the *Contractor* must submit a detailed cost estimate for the value of each item in accordance with GC 5.4 for the *Cost Plus Work* or otherwise agreed upon with the *Engineer*. The value of deficiencies may be withheld from payment of the holdback money.
- "5.6.8           If, within 60 days after the issue by the *Engineer* of the *Certificate of Substantial Performance*, the *Contractor* has not corrected all deficiencies, the *Owner* will retain sufficient money to cover the cost of completing the said deficiencies, as determined by the *Engineer*, in addition to holding monies retained in accordance with the *Contract* and subject to appropriate legislation of *Nova Scotia*.
- "5.6.9           Notwithstanding the provisions of the preceding paragraphs, a warranty holdback in the amount of two and a half percent (2.5%) of the final contract price shall be retained by the *Owner* until the expiry of the warranty period of 12 months from the date of *Substantial Completion of Work*. This amount will be released within 28 calendar days following the expiry of the *Warranty Period*, provided that the *Contractor* has fulfilled all the requirements of the *Contract*.

.12   GC5.7 FINAL PAYMENT

**clause 5.7.2, change "10 calendar days" to read "21 Working Days".**

**clause 5.7.4, change "5 calendar days" to read "20 Calendar Days".**

.13   GC6.5 DELAYS

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

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

.14   GC6.7 QUANTITY VARIATION

**add clause 6.7.6, as follows:**

- "6.7.6           Should it be determined that a change in the *Contract* time is required solely as a result of *Quantity Variation(s)*, the time extension shall not form the basis of a claim. The *Contract Unit Price* or renegotiated *Unit Price* is deemed to be compensation in full for any changes in *Contract* time.

.15   GC10.1 TAXES AND DUTIES

**add clauses 10.1.3 and 10.1.4, as follows:**

- "10.1.3          The *Contractor* shall indicate on each application for payment, as a separate amount, the appropriate *Harmonized Sales 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*.

"10.1.4 The *Owner* may be applying for a refund of the tax paid on goods and services qualifying for tax exemption. The *Contractor* shall provide all relevant documents to the *Owner* so as to enable the *Owner* to recover all applicable taxes. The *Contractor* shall assist the *Owner* in every way to complete these dealings in a reasonable period of time.

.16 GC10.2 LAWS, NOTICES, PERMITS AND FEES

**clause 10.2.3, add the following to the end of paragraph as follows:**

"10.2.8 Various areas of Nova Scotia have requirements for posting non-refundable fees before excavations are carried out within public right-of-way. The *Contractor* is responsible for the determination of the requirement for each specific project and for the required deposits.

**add clause 10.2.8, as follows:**

"10.2.8 The *Contractor* shall schedule his work in accordance with permits issued and any stipulations contained therein. The *Contractor* shall notify the *Owner* and the *Engineer* of any restrictions placed on the work schedule by such permits. The *Contractor* shall notify the *Engineer* of any difficulty in obtaining permits and their impact on the schedule. Notification to the *Engineer* does not relieve the *Contractor* of his obligations.

.17 GC12.3 WARRANTY

**add clause 12.3.7, as follows:**

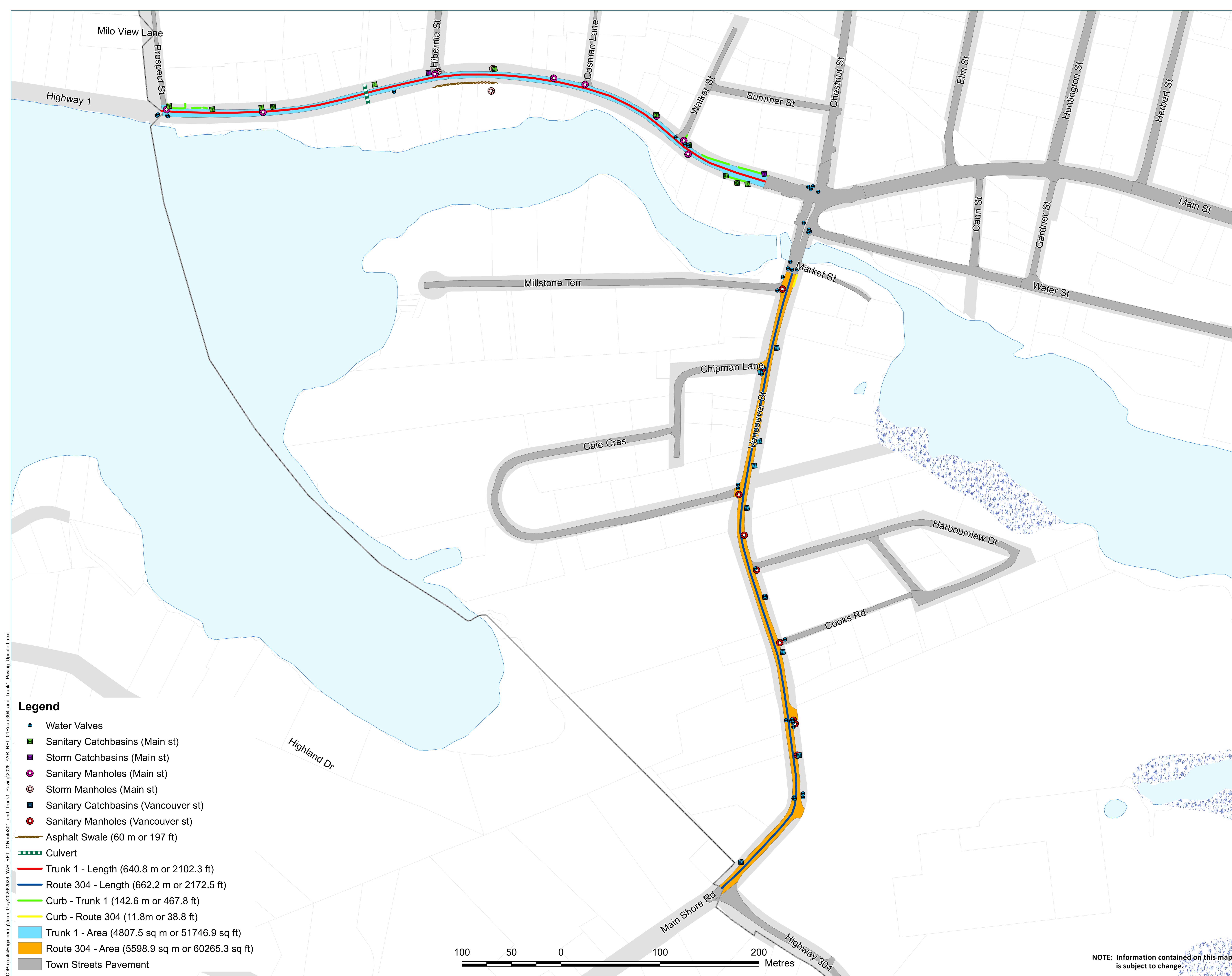
"12.3.7 All *Work* of repair or replacement carried out during the Warranty Period shall be maintained for a period of one (1) year from the date of the *Consultant's* acceptance of the *Work* of repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said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

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

# Town of Yarmouth

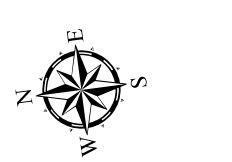


## 2026 - YAR - RFT - 01 Route 304 and Trunk 1 Paving



### Legend

- Water Valves
- Sanitary Catchbasins (Main st)
- Storm Catchbasins (Main st)
- Sanitary Manholes (Main st)
- Storm Manholes (Main st)
- Sanitary Catchbasins (Vancouver st)
- Sanitary Manholes (Vancouver st)
- Asphalt Swale (60 m or 197 ft)
- Culvert
- Trunk 1 - Length (640.8 m or 2102.3 ft)
- Route 304 - Length (662.2 m or 2172.5 ft)
- Curb - Trunk 1 (142.6 m or 467.8 ft)
- Curb - Route 304 (11.8 m or 38.8 ft)
- Trunk 1 - Area (4807.5 sq m or 51746.9 sq ft)
- Route 304 - Area (5598.9 sq m or 60265.3 sq ft)
- Town Streets Pavement



Date: June 10, 2026

PROPERTY BOUNDARY MAPPING SOURCE:  
E1:10 000 NSP/05 NOVIA SCOTIA GEOMATICS CENTRE, AMHERST, CURRENT TO 3 JUNE, 2026.  
TOPOGRAPHIC MAPPING SOURCE:  
I1:2 000 NOVIA SCOTIA GEOMATICS CENTRE, AMHERST, COMPILED FROM AERIAL PHOTOGRAPHY FLOWN 2010-2011.  
ROAD MAPPING SOURCE:  
I1:5000 NOVIA SCOTIA GEOMATICS CENTRE, AMHERST, CURRENT TO 1 JUNE, 2026.

**NOTE: Information contained on this map is subject to change.**

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