

CONTRACT INFORMATION SHEET

Name of Project: **Nashwaak Rural Community
TENDER No. 25027
Nashwaak River Trail**

Time of Tender Closing: 4:00:00 PM local time, Friday, October 23, 2026

Name of Obligee: Nashwaak Rural Community

Completion Date: **All work to be completed by November 30, 2026.**
(See Section 2.1 "General Instructions" for details).

Holdback Amount: A holdback of **10 percent** will apply to monthly progress payments and will include the HST component. The holdback will be released no sooner than 61 days after the Date of Substantial Completion.

This tender is currently waiting on lease approval. If approval is not received in time for this year, work may be extended to 2027.

CLARIFICATION

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**BID FORM - Contractor's Qualifications
(References; Subcontractors; and Project Superintendent/Foreman)**

- It is essential that the Contractor fill out **all** pages of this section, providing the detail requested.
- Subcontractors to be used must be listed. If subcontractors are not to be used, then the section should be noted as "**not applicable – using own forces.**"
- The information submitted for all the sections **will be used** as part of the assessment of submissions for award.
- If information requested in the Contractor's Qualifications portion of the Bid Form is not provided, this will affect the award of the tender.

The Contractor will be required to submit safety certification in the form of a Letter of Good Standing – In Process under the Certification of Recognition Program issued by the NB Construction Safety Association (NBCSA), or an approved equivalent, if the tender price is over \$100 000.

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Closing Date & Time:

**Friday October 23rd, 2026
4:00:00 PM Local Time**

NOTICE OF TENDER

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Bids will be received by email addressed to John Cormier, john@nashwaak.ca until 4:00:00 pm local time, Friday, October 23rd, 2026. The Company's name, project title and tender closing date and time shall also be indicated on the subject line of the email.

Proposed work involves the construction of a trail in the Stanley Village Park in the Nashwaak Rural Community. This trail will connect Centennial Street to Main Street and is approximately 230 m long. The Work involves the installation of a 9.75 m 1200 mm reinforced concrete pipe with a railing. The work includes the installation of a 9.14 m London Boulder retaining wall along the Nashwaak River. Work will include installation of riprap, topsoil, hydroseed and mulching.

Additional work will include regrading the existing trail from Main Street to Bridge Street and placement of 50 mm of crusher dust.

Conditions of WAWA Permit # XX-XXXX must be adhered to.

The lowest or any tender will not necessarily be accepted.

This tender is currently waiting on lease approval. If approval is not received in time for this year, work may be extended to 2027.

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1. INVITATION

.1 BID CALL

- .1 Offers signed and dated, will be received by email addressed to John@nashwaak.ca until 4:00:00 pm local time, Friday, October 23rd, 2026.

.2 INTENT

- .1 Proposed work involves the construction of a trail in the Stanley Village Park in the Nashwaak Rural Community. This trail will connect Centennial Street to Main Street and is approximately 230 m long. The Work involves the installation of a 9.75 m 1200 mm reinforced concrete pipe with a railing. The work includes the installation of a 9.14 m London Boulder retaining wall along the Nashwaak River. Work will include installation of riprap, topsoil, hydroseed and mulching.
- .2 Additional work will include regrading the existing trail from Main Street to Bridge Street and placement of 50 mm of crusher dust.
- .3 Conditions of WAWA Permit # XX-XXXX must be adhered to.
- .4 **This tender is currently waiting on lease approval. If approval is not received in time for this year, work may be extended to 2027.**
- .5 Commence and perform the work according to the schedule and completion date stated in Section 2.1.

2. CONTRACT / BID DOCUMENTS

.1 DEFINITIONS

- .1 Contract Documents: Defined in CCDC 2-2020 Definitions with General Conditions.
- .2 Bid Documents: Contract Documents supplemented with Instructions to Contractors, Bid Form, Bid Securities and Bid Appendices.
- .3 In this tender, except where otherwise qualified, these terms will be defined as follows:
- .1 "Business Day" means a day other than a Saturday, Sunday or statutory

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holiday in New Brunswick.

- .2 "NRC" means Nashwaak Rural Community.
- .3 "Closing Date" means 4:00:00 pm., Tuesday, October 13th, 2026 – Local (Fredericton, NB, Canada) Time.
- .4 "Consultant" means SurTek Group Ltd. on behalf of Nashwaak Rural Community.
- .5 "Contractor" and "Supplier" means the vendor or bidder or company or person submitting a tender under this tender.
- .6 "Project Manager" means: Mr. John Cormier,
Phone (506) 260-6512
email: john@nashwaak.ca.
- .7 "Tender" means this tender, including all schedules attached hereto and any addendum of clarifications issued hereafter by the Consultant.
- .8 The "Owner" means Nashwaak Rural Community.

.2 AVAILABILITY

- .1 Bid Documents are made available for the purpose of obtaining offers for this project and shall not be used for other purposes.

.3 EXAMINATION

- .1 Bid Documents can be viewed at the office of SurTek Group Ltd.
- .2 Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents.

.4 QUERIES

- .1 Direct questions concerning Terms and Conditions and all technical questions to:
Mr. John Cormier
Phone (506) 260-6512
email to John@nashwaak.ca.

.5 ADDENDA

- .1 Addenda may be issued during the Bid Period. All addenda become part of the

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Contract Documents. Include the cost of all addenda items in the Bid Price.

- .2 Bidders must sign addenda and include copy in Bid envelope.
- .3 Clarifications requested by bidders must be in writing not less than seven (7) calendar days before date set for receipt of bids. The reply will be made in the form of an addendum, a copy of which will be forwarded to persons registered with the Consultant as having Contract documents. No other type of interpretation or explanation is valid.
- .4 Although reasonable effort will be made to ensure that each addendum is circulated to the bidders registered with the Consultant as having received the bid documents from the Consultant, it is the bidder's responsibility to contact the Consultant to ensure that they have received each addendum.

3. SITE ASSESSMENT

.1 SITE EXAMINATION

- .1 The Contractor shall visit and carefully examine the project site and surrounding area of the proposed work in conjunction with the Plans, Specifications and other Tender Documents before submitting a bid.

4. TENDER SUBMISSION

.1 TENDER SUBMISSIONS

- .1 Tender submission shall be sent in an email clearly showing the Tender Title and Number, Tender Closing Date and Time, and Company's Name on the subject line of the email.
- .2 Contractors shall be solely responsible for the delivery of their submissions in the manner and time prescribed. It is recommended contractors send their submissions well ahead of the closing date and get confirmation of receipt; last hour submission is not recommended.
- .3 Submissions must be in English only or in English and French.
- .4 Tender submissions must be dated and signed by an authorized signing authority for the Contractor.
- .5 Tenders will only be received from Contractors registered with the Consultant as

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having received the tender documents.

.2 AMENDMENT TO TENDER SUBMISSION

- .1 Contractors submitting a tender may amend their tender subsequent to the deposit of the tender and prior to the closing date and time by sending such amendment via:
 - .1 Letter or email sent by the person signing the original tender on deposit.
 - .2 Email of amendment shall be forwarded to destey@surtek.ca.
 - .3 The Owner will not accept responsibility for the receipt of amendments by the prescribed date and time due to equipment failure, or for any other reason.
 - .4 Amendment must clearly indicate, and make reference to, this tender title and number.
 - .5 It is recommended that the intention to submit an amendment to the tender be conveyed to destey@surtek.ca.
- .2 Amendment must clearly state the amount to be added to or subtracted from the unit bid price for each item to be amended in the case of a unit price contract.
- .3 Submission of amendment may be required if it is illegible or is not properly signed by the bidder.
- .4 Submission of amendment may be required if it does not include the Contractor's Qualification Statement.
- .5 Notwithstanding the foregoing, the Owner will be entitled, at their sole discretion, to waive any irregularity, informality, or non- conformance with these instructions in any tender received by the Owner.
- .6 Submission of amendment may be required if it contains minor irregularities. The Owner will be the sole judge as to what constitutes a minor irregularity or what is considered a major irregularity which constitutes a rejection of the tender.

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5. TENDER ENCLOSURES/REQUIREMENTS

.1 BID FORM REQUIREMENTS

- .1 The Contractor, in submitting the Bid accepts the time periods and completion date stated in the Contract Documents in Section 1.1, Item 2 Work Schedule, for performing the Work.
- .2 The commencement date is the day the bidder receives written notification of Bid Acceptance.
- .3 The bid price shall include all applicable taxes and duties. Refer to Supplementary Conditions for inclusion of taxes.

.2 BID SIGNING

- .1 The bid shall be signed and dated by the bidder.

.3 APPENDICES TO BID FORM

- .1 Appendix "A" - Bid Documents: Complete listings and scheduled.

6. BID ACCEPTANCE

.1 DURATION OF OFFER

- .1 Bids shall remain open to acceptance and will be irrevocable for a period of thirty (30) days after the bid closing date.

.2 ACCEPTANCE OF OFFER

- .1 The Owner reserves the right to award in their best interest. Tenders with the lowest price or any need not necessarily be accepted. The Owner will reserve the option to not award should prices not meet the Owners budgetary requirements. Information included in the Contractor's Qualification Statement will be an integral part of the evaluation process. **The Owner reserves the right to check references listed and may also perform other background checks. The Owner reserves the right to award to a bidder other than the lowest bidder based on factors including quality, service and price. The Owner will consider factors such as:**

- .1 **Qualifications of contractors, subcontractors and project superintendent or foreman.**

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.2 **Past performance.**

.3 **Total overall cost to The Owner.**

- .2 After acceptance by The Owner, a written Bid Acceptance will be forwarded to the successful Bidder.
- .3 The bid securities of the unsuccessful bidders will be returned to the respective bidders.

7. CONTRACTOR'S QUALIFICATION STATEMENT

- .1 Contractors submitting tenders shall be actively engaged in the lines of work required by the Specifications and shall be able to refer to work of a similar character performed by them.
- .2 A statement including a list and description of the last three projects executed by the Contractor of similar nature shall accompany the Bid. The projects listed shall have been executed within the last two years. The description shall include the name of the project owner, contact name, year completed, project superintendent/foreman, and a scope description in sufficient detail to describe the nature of the work.
- .3 A list of subcontractors (if any) proposed to execute the work shall accompany the Bid. No substitution of these subcontractors shall be permitted without the approval of the Consultant.
- .4 The name and qualifications of the project superintendent/foreman shall accompany the Bid. No substitutions of this superintendent shall be permitted without the approval of the Consultant.
- .5 A list of the last three projects the superintendent/foreman worked on, along with references, must also be included.

8. PROPRIETARY INFORMATION

- .1 The Owner may reproduce any of the Contractor's Tender and supporting documents for internal use or for any other purposes required by law.
- .2 If the Contractor includes proprietary information in the Tender response, it must be marked as such. The Owner will take all reasonable steps to prevent disclosure of this information, prior to the award of the contract, however, please be advised that the

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successful Tender may be disclosed.

- .3 Information about the Owner obtained by a Contractor through the Tender process must not be disclosed unless authorized by the Owner. It is agreed that this obligation of confidentiality will survive to the termination of the Tender and any contract that might arise between the parties.
- .4 The Tender is the property of the Owner and is not to be copied or distributed without the prior written approval of the Owner.

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SUBMITTED TO: Nashwaak Rural Community

We/I _____

(Company Name)

(Business Address)

Having examined the tender documents as listed in Section 1.3, Appendix "A" to this Tender, and Addenda No. ____ to No. ____ inclusive, all as issued by SurTek Group Ltd., hereinafter called the Engineer, and having visited the project site; hereby offer to enter into a contract, to perform the Work required by the Tender Documents for the amount set in the attached which forms part of this tender.

The prices in Canadian Funds includes all Federal, Provincial and Municipal taxes in force at this date, all materials, plant, labour and equipment and all permits and licenses as required for the total completion of the Work.

It is distinctly understood that no departure from the Work covered by the Plans and Specifications, or the tender price stated herein, will be made except upon written approval of the Engineer.

APPENDICES TO BID:

The information provided in the attached Appendices forms an integral part of this Bid.

DECLARATIONS:

We hereby declare that:

- a) This tender is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the same work.
- b) This Bid is open to acceptance and is irrevocable for a period of thirty (30) days from the date of the bid closing.
- c) We agree to perform the Work within ____ consecutive weeks from the start of construction; (including delay time due to weather), in compliance with the required completion schedule stated in the Contract Documents.

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- d) We will submit a bar type construction schedule for the project within seven (7) days after the award of the Contract.
- e) We agree to submit the following documentation prior to the commencement of any work in this contract:
 - i. List of hourly rates as anticipated in Supplementary Conditions 2.14 Change Order (GC 6.2),
 - ii. Signed contracts,
 - iii. Contract securities,
 - iv. Insurance documentation,
 - v. WorkSafe NB documentation, and
 - vi. Safety certification.

MARK-UPS:

For authorized changes to the contract work, our charge to Owner will be the actual cost of the work, as outlined in GC6.2 Change Order, plus the following:

- a) Fifteen percent (15%) for the cost of general work; and
- b) Five percent (5%) for the cost on subcontract work.

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SIGNATURES:

Signed and submitted for and on behalf of:

COMPANY:

(Name)

(Street Address or Postal Box Number)

(City, Province, & Postal Code)

(Telephone Number)

(Fax Number)

SIGNATURE

Name (Printed)

Title (Printed)

SIGNATURE OF WITNESS

Name (Printed)

Title (Printed)

Dated: _____ day of _____, 2026

Attach proof of authority to execute this Bid in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign this Bid for and on behalf of the Corporation or Partnership.

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Contract Price \$ _____
(In Figures)

HST at 15% Contract \$ _____
(In Figures)

Total Contract Price \$ _____
(Total of above) (In Figures)

_____ Dollars

and _____ Cents.

(Price must be typewritten, printed, or written in ink in words)

TAXES

Bidder's HST Registration Number _____

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CONTRACTOR'S QUALIFICATIONS

References:

Last three projects of similar construction work – Completed within the last two years.

	Project Description	Owner, Contact Name, and Telephone Number	Year Complete	Project Super/Foreman
1.				
2.				
3.				

SUBCONTRACTORS

	Trade	Subcontractor
1.	_____	_____
2.	_____	_____
	_____	_____

PROJECT SUPER / FOREMAN

Name: _____

Years of Construction Experience: _____

	Last Three Projects (Project Description)	Reference (Name and Telephone Number)
1.		
2.		
3.		

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BID SUBMITTED BY: _____

(COMPANY NAME)

LIST OF BID AND CONTRACT DOCUMENTS

The following is a list or description of the Bid Documents referred to in the Bid for the above named Project.

1. Instructions to Contractors
2. Bid Form
3. Supplement to Bid Form (Appendix "A")
4. Agreement and General Conditions (CCDC 2, 2020)
5. Supplementary Conditions
6. Drawings as Listed in Drawing Index
7. General Requirements
8. Technical Specifications
9. Addenda (issued prior to Bid Closing Date)
10. Post-Bid Addenda (issued prior to Award Date)
11. New Brunswick Department of Transportation – Standard Specifications, 2023
12. Work Area Traffic Control Manual (Latest Edition) – WATCM, and all applicable rev.

Note: Item 4 is not bound with this document.
Item 6 is bound separately.
Items 11 and 12 are not bound with this document.

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1. GENERAL

- .1 For this project the Canadian Standard Construction Document, CCDC 2, 2020 version for Stipulated Price Contract, Definitions and General Conditions governing the same, shall be used. The Supplementary Conditions are to supplement or amend the General Conditions of the Stipulated Price Contract and where conflicts occur, the Supplementary Conditions take precedence.
- .2 **Amend the General Conditions as follows: Article numbers in brackets refer to articles of the General Conditions in the Canadian Standard Construction Document CCDC 2-2020 Stipulated Price Contract.**

2. CONTRACTS (STANDARD CONSTRUCTION DOCUMENT CCDC2-2020)

.1 GENERAL

- .1 This section is to be read in conjunction with the Standard Construction Document (CCDC2-2020) for Stipulated Price Contracts which shall form a part of the agreement to be entered into between the Contractor and Nashwaak Rural Community. This section shall take precedence over and modify the standard document (CCDC2-2020).

.2 THE WORK ARTICLE A-1 AND ROLE of THE CONSULTANT (GC 2.2)

- .1 For the purposes of the proposed work, the Consultant as defined in the Contract Documents is SurTek Group Ltd. on behalf of the Owner, Nashwaak Rural Community.

.3 PAYMENT ARTICLE A-5 (5.1)

- .1 The holdback percentage will be 10 percent (10%).

.4 PAYMENT ARTICLE A-5 (5.1.2)

- .1 Delete 5.1.2 and replace with the following:

Upon Substantial Performance of the Work, as certified by the Consultant, pay to the Contractor the unpaid balance of monies then due, excepting that amounts as certified by the Consultant to rectify deficiency items, or incomplete portions of individual work items may be retained by the owner pending Total Performance of the Work or other authorization for release by the Consultant.

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.5 PAYMENT ARTICLE A-5 (5.2.1)

- .1 The prime rate shall be the rate of interest quoted by: Bank of Canada

.6 DOCUMENTS (GC 1.1)

- .1 Add subparagraph 1.1.4.1 as follows:

In the event of conflicts between drawings and specifications, and any work is done without consulting the Consultant for his decision or direction, the Contractor assumes full responsibility for the same.

- .2 Add subparagraph 1.1.12 as follows:

The Contractor will be provided with up to a maximum of one (1) digital copies, without charge, of the Contract Documents or parts thereof for the performance of the Work.

Extra copies may be obtained for cost of printing and mailing.

.7 ADDITIONAL INSTRUCTION (GC 2.2)

- .1 Add to 2.2.12:

Contractor shall notify Consultant a minimum of five (5) business days in advance of any requirements for Supplemental Instructions where no schedule is prepared.

.8 SUBCONTRACTORS (GC 3.6)

- .1 At the end of subparagraph 3.6.1.2 insert the following sentence:

A copy of the agreement between the Contractor and any Subcontractor(s) will be provided to the Consultant if so requested.

.9 LABOUR AND PRODUCTS (GC 3.7)

- .1 Add paragraph 3.7.4 as follows:

All materials and products used must be as specified, unless written approval authorizing an alternative or substitution is obtained from the Consultant.

- .2 Add paragraph 3.7.4.1 as follows:

The Consultant's decision regarding alternatives or substitutions is final.

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.10 SHOP DRAWINGS (GC3.8)

.1 Add the following paragraphs:

3.8.8 The Consultant shall retain two (2) copies of the reviewed shop drawings.

3.8.9 Only shop drawings stamped by the Contractor and Consultant shall be permitted on the project site.

.11 APPLICATIONS FOR PROGRESS PAYMENT (GC 5.2)

.1 Add subparagraph 5.2.1.1 as follows:

All applications for the second and subsequent payments are to be accompanied by a Statutory Declaration.

.2 Add subparagraph 5.2.2.1 as follows:

Applications for payment shall be submitted to the Consultant for final approval no later than seven (7) business days after the last day of the payment period. Payment for work in the applications for payment that are received later than seven (7) business days after the last day of a payment period will be deferred to the following month at no additional cost to the Owner.

.3 Add subparagraph 5.2.10 as follows:

Products delivered to the place of work as referenced in Article 5.2.3.3 shall be construed to mean major items of equipment or quantities of items that are essential for the expedient conduct of the Work.

.4 Add subparagraph 5.2.11 as follows:

The reference to payment for products delivered to the place of work in Article 5.2.3.3 and Article 5.2.9 shall not be construed as covering day-to-day financing of the project.

.12 PROGRESS PAYMENT (GC 5.3)

.1 Add subparagraph 5.3.3 as follows:

A holdback percentage of 15 percent (15%) shall apply to monthly progress payments.

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.2 Add subparagraph 5.3.4 as follows:

Amounts as certified by the Consultant to rectify deficiency items, or incomplete portions of individual work items, may be retained by the Owner after Substantial Performance has been obtained, pending Total Performance of the Work or other authorization for release by the Consultant.

.13 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK (GC 5.4)

.1 Add subparagraph 5.4.1.3 as follows:

Such applications shall be accompanied by one or more of the following documents: a Statutory Declaration, Waiver of Lien or receipt stating that the holdback monies claimed have been paid to the particular party so named or referred to in the Declaration. Form of the Statutory Declaration shall meet the approval of the Consultant.

.14 CHANGE ORDER (GC 6.2)

.1 Add subparagraph 6.2.1.1 as follows:

When a change in the Work is proposed or required, no work as contemplated by such change in the work shall proceed without the authorization of the Consultant.

.2 Add subparagraph 6.2.1.2 as follows:

The Contractor shall take reasonable measures to stop work or minimize the work in areas affected by or related to the contemplated changes.

.3 Add paragraph 6.2.4 as follows:

In the case where the Consultant issues a Change Order requesting a unit price quotation for changes in the work, the Contractor shall submit the same for approval within seven (7) business days. The unit price shall include all overhead and profit and no additional mark-up shall be permitted.

Within (5) business days the Consultant shall notify the Contractor whether the Quotation is acceptable or if further information is required. Acceptance by the Owner shall be indicated in writing, a signed copy of the form returned to the Contractor.

Invoicing for approved amounts for Extra Work completed shall be submitted monthly, with the regular progress billing.

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.4 Add paragraph 6.2.5 as follows:

In the case where the Consultant issues a Change Order requesting a lump sum quotation for changes in the work, the Contractor shall submit the same for approval within seven (7) business days. The quotation is to provide sufficient detail and include:

- .1 Net Material trade prices (not list prices);
- .2 Labour costs of all classes of labour (including operators) to be used for the changes in the work (including the various payroll levies and burden paid by the Contractor on the employee's wages);
- .3 Equipment Rental (Schedule A – Machine Rental of NB Reg. 82-113*)

* Includes overhead and profit, no additional mark-up permitted;

.4 Mark-up percentages, for overhead, profit and supervision is limited to:

- .1 15% of the actual cost of General Work (exclusive of equipment rentals);
- .2 5% of the actual cost of Subcontract work.

Within five (5) business days the Consultant shall notify the Contractor whether the quotation is acceptable or if further information is required. Acceptance by the Owner shall be indicated in writing, and a signed copy of the form returned to the Contractor.

Invoicing for approved amounts for Extra Work completed will be submitted monthly, with the regular progress billing.

.5 Add paragraph 6.2.6 as follows:

In the case where the Consultant issues a Change Order requesting Extra Work to be completed on a time and materials basis, or in the case where the Contractor intends to claim for Extra Work, to be completed by a cost and a fixed or percentage fee, the Extra Work, when authorized (subject to 6.2.6.5 Daily Submittals) in writing by the Consultant, shall be subject to the following limitations:

6.2.6.1 Labour

- .1 The Contractor shall list the Hourly Rates to be charged for each of the different classes of labour (including equipment operators). No charge shall be made for

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personnel beyond the class of foreman. The Hourly Rates shall include the various payroll levies and burdens paid by the Contractor on the employee's wages, plus a 15% mark-up.

- .2 The Contractor shall submit the list of the various Hourly Rates to be charged for the different classes of labour along with the signed contract, contract securities, insurance documentation, WorkSafe NB documentation, and Safety Certification. The information is to be verified whenever there is a change in any levies paid or as otherwise requested by the Owner.
- .3 The Contractor must be prepared to substantiate wage rates shown on the Extra Work Invoices.

6.2.6.2 Materials

- .1 The actual invoice price of materials incorporated in the Extra Work plus a 15% mark-up.

6.2.6.3 Machinery and Equipment

- .1 Rates for Equipment shall be as set out in the Machine Rental Regulation (82-113) under the Crown Construction Contracts Act of the Province of New Brunswick. Rates for Equipment not listed in the Machine Regulation will be determined by the Consultant upon application, in writing, by the Contractor. Equipment rental rates as published by the Province of New Brunswick shall be considered to include for overhead and profit.
- .2 The number of hours to be paid for machine and operator shall be the actual number of hours worked on the Extra Work by each machine (rounded to the nearest half hour) and in accordance with Section 2(7) of the Machine Rental Regulation. A service allowance of one-half (1/2) hour service time per Day shall be paid at the full approved rates for machine and operator, provided the machine works 8 hours or more per Day of Extra Work. Service allowance does not apply to trucks, floats and other equipment not normally serviced daily.
- .3 The number of hours to be paid for the vehicle used by the Supervisor shall be paid for commensurate with the time of supervising on the Extra Work.

6.2.6.4 Transportation

- .1 Transportation costs will be paid for equipment that has to be brought on the job to carry out the Extra Work. Transportation shall be paid from the Contractor's head office to the site, or, as agreed between the Contractor and the Consultant, from another location.

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- .2 Transportation costs shall not be paid for equipment that was on site at the time the Extra Work was ordered.
- .3 Standby time will be paid for at half the applicable rate for the equipment brought onto the Work Site specifically for Extra Work. Standby time will not be paid for equipment that was on the site at the time Extra Work was ordered.

6.2.6.5 Daily Submittals

- .1 At the end of each day or shift the Contractor shall submit to the Consultant a copy of the hours he/she is claiming for labour and equipment and the materials he/she is claiming for the Consultant's review and approval. Only those times and materials agreed to by the Consultant on a daily basis will be considered for payment by the Owner.
- .2 Invoicing for approved amounts for Extra Work completed shall be submitted monthly, with the regular progress billing.

.15 CHANGE DIRECTIVE (GC 6.3)

- .1 Delete 6.3.6.3 and replace with the following:

The Contractor's percentage fee shall be 15% of the cost exclusive of the equipment rentals. Equipment rental rates as published by the Province of New Brunswick shall be paid for equipment approved use on such extra work and such published rates shall be considered to include for overhead and profit.

.16 CONCEALED OR UNKNOWN CONDITIONS (GC 6.4)

- .1 Add paragraph 6.4.5 as follows:

The Contractor must satisfy himself as to the character of the Work to be executed, the nature of the soil, the general form of the surface of the ground, water conditions, site access and generally of all matters which can in any way influence his bid, and any information on any such matter derived from the Specifications or obtained from the Consultant or from test borings made by the Owner shall not in any way relieve the Contractor from all risks or from fulfilling all the terms of the Contract. No allowance shall be made subsequently to the Contractor for any error or negligence in connection on their part.

.17 DELAYS (GC 6.5)

- .1 Add paragraph 6.5.6 as follows:

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Where the Contractor is reimbursed for reasonable costs incurred as outlined under paragraphs 6.5.1, 6.5.2 and 6.5.3 herein above, the rate for the applicable equipment shall be the standby rate, which is half the applicable equipment rate.

.18 QUANTITY VARIATIONS (GC 6.7)

Delete this section in its entirety.

.19 NEGOTIATION, MEDIATION AND ARBITRATION (GC 8.3)

.1 Add paragraph 8.3.9 as follows:

In the case where both parties agree to arbitration in the settlement of dispute specified under paragraph 8.1.1 herein above, each party shall appoint an arbitrator, and the two arbitrators so appointed in turn shall appoint a third arbitrator or umpire. The decision of the arbitrators shall be final and binding upon the Owner, the Contractor and the Consultant.

.2 Add paragraph 8.3.10 as follows:

An application for arbitration shall be accompanied by security in the amount of \$500 to apply to the cost of the arbitration.

.3 Add paragraph 8.3.11 as follows:

Any claims for excess costs must be submitted in writing to the Consultant within two weeks of completion or alleged completion of the Work. No claims shall be accepted after this date and also no claims shall be accepted for disputed work unless the Consultant has been notified as specified.

.20 TAXES AND DUTIES (GC 10.1)

.1 Add paragraph 10.1.3 as follows:

This project is subject to the fifteen percent (15%) Harmonized Sales Tax (HST). The 15% HST must be added to the **ESTIMATED CONTRACT PRICE** in the location(s) indicated in the **BID FORM**.

.21 WORKERS' COMPENSATION (GC 10.4)

.1 Add paragraph 10.4.2 as follows:

The Contractor is referred to Regulation 82-13 under the Workers' Compensation Act of New Brunswick.

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.2 Add paragraph 10.4.3 as follows:

Registration with Workplace Health, Safety and Compensation Commission of N.B. ("WHSCC") doing business as WorkSafe NB shall be continuous during the Contract. Should registration be scheduled to expire during the contract period, the Contractor shall submit a copy of registration renewal one month prior to the expiration of the current certificate.

.3 Add paragraph 10.4.4 as follows:

The Contractor shall provide proof of registration with the WHSCC prior to commencement of work. (A photocopy of the Contractor's registration certificate is acceptable proof). Ongoing proof of registration with WHSCC during the term of the Contract is required.

.4 Add paragraph 10.4.5 as follows:

The Contractor shall comply with the provisions of the *Workers' Compensation Act* and its regulations.

10.4.5.1 The Contractor shall provide The Consultant with a Clearance Certificate from WorkSafe NB to confirm registration and that the account of the employer is in good standing. The Contractor shall provide such Clearance Certificate at any time as requested by The Consultant.

.22 INSURANCE (GC 11.1)

All references to General Liability Insurance shall be changed to read "Comprehensive General Liability Insurance".

.1 In subparagraph 11.1.1.1 amend the text in the first line to read as follows:

Comprehensive General Liability Insurance, with limits of not less than three million dollars (\$3,000,000), in the name of the Contractor....

.2 In subparagraph 11.1.1.2 amend the text in the first line to read as follows:

Automobile Liability Insurance, with limits of not less than three million dollars (\$3,000,000), from the date

.3 Delete paragraph 11.1.2 and replace with the following:

Proof of insurance shall be provided to the Owner within fourteen (14) days after notification of award, or prior to any work starting if the start of work is less than

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~~fourteen (14) days after award~~ Certified true copies of each insurance policy shall be delivered to the Owner within thirty (30) days after notification of award or in any event prior to payment of the first progress claim. Such copies shall be exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance.

.4 Add paragraph 11.1.9 as follows:

All of the insurance policies shall contain a clause stating that no change in terms and conditions may at any time be made without the full knowledge and consent of the Owner.

.5 Add paragraph 11.1.10 as follows:

Each insurance policy shall contain a provision that the policy shall not be canceled or permitted to lapse unless the insurer notifies the Owner in writing at least thirty (30) days prior to the date of cancellation or lapse.

.6 Add paragraph 11.1.11 as follows:

Insurance contracts shall be procured from and premiums paid to a resident agent of an Insurance Company licensed to do business in the Province of New Brunswick.

.23 WARRANTY (GC 12.3)

.1 Add paragraph 12.3.7 as follows:

Prior to expiration of the warranty period, the City of Fredericton shall inspect the work to determine any repair or replacement items to be covered by the warranty. A list of items shall be prepared and issued to the Contractor for correction.

.2 Add paragraph 12.3.8 as follows:

Warranty repairs or replacements which arise during the warranty period which affect the operation of the facility shall be attended to immediately upon notification of the Consultant.

DRAWING TITLE

DRAWING No.

Cover Page

Existing Condition Site Plan

25027-A1-01

Plan – Profile Sta. 0+000 to 0+140

25027-A1-02

Plan – Profile Sta. 0+140 to 0+234

25027-A1-03

Repair Plan

25027-A1-04

Typical Details

25027-A1-05

Cross Sections

25027-A1-XS1

Cross Sections

25027-A1-XS2

Cross Sections

25027-A1-XS3

Cross Sections

25027-A1-XS4

Cross Sections

25027-A1-XS5

Cross Sections

25027-A1-XS6

Cross Sections

25027-A1-XS7

Cross Sections

25027-A1-XS8

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1. SCOPE OF WORK

- .1 Proposed work involves the construction of a trail in the Stanley Village Park in the Nashwaak Rural Community. This trail will connect Centennial Street to Main Street and is approximately 230 m long. The Work involves the installation of a 9.75 m 1200 mm reinforced concrete pipe with a railing. The work includes the installation of a 9.14 m London Boulder retaining wall along the Nashwaak River. Work will include installation of riprap, topsoil, hydroseed and mulching.
- .2 Additional work will include regrading the existing trail from Main Street to Bridge Street and placement of 50 mm of crusher dust.
- .3 Conditions of WAWA Permit # XX-XXXX must be adhered to.

2. WORK SCHEDULE

- .1 Submit for review, a complete schedule within seven (7) days after award of Contract. Show starting and completion date for all major items of the work including delivery dates for all major material and/or equipment items.
- .2 Change schedule as requested to meet approval of Engineer.
- .3 Interim reviews of work progress will be conducted at the discretion of the Engineer. If deemed necessary by the Engineer the work schedule shall be updated by the Contractor, to the Engineers approval.
- .4 The Contractor is to complete all work no later than November 30th, 2026. If the Contractor fails to complete the work within the allotted time period, the Contractor will be required to pay the cost of engineering inspection services for however many days it takes to complete all the work.

3. LAYOUT OF THE WORK

- .1 The Engineer will be responsible for the initial layout of the lines, grades, control points and benchmarks for the project. Layout will consist of providing the Contractor with the centerline, manholes, bends and other miscellaneous markings as necessary for the Contractor to perform their work. The Contractor will be responsible for all layout after the initial layout.
- .2 It is the Contractor's responsibility to review the layout and to undertake the necessary reviews and checks to confirm agreement with the layout. The Contractor is responsible

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for Quality Control which includes verification that the progress of work is in agreement with the layout and the Contract Documents. Failure to do so will not be accepted as a claim for replacing incorrectly installed work.

- .3 The Engineer and Contractor are to agree on the amount of initial layout required to initiate the work. The Contractor is to provide a minimum of forty-eight (48) hours of notice to the Engineer for additional layout. The Contractor will not be compensated for any delay of work claims within this 48-hour period for layout information missing.
- .4 The Contractor is responsible to provide an assistant to the Engineer if so requested to aid in performing layout activities. The assistant will have experience in municipal infrastructure work to be able to effectively provide assistance. Should the assistant be deemed not capable of providing the required assistance by the Engineer, the Engineer can request a replacement from the Contractor.
- .5 A number of control points will be set by the Engineer prior to the start of construction. These control points are essential for the layout of the work and must be protected and maintained by the Contractor at all times. Any control points damaged by the Contractor due to a lack of care will result in the Contractor being charged for replacement.
- .6 Work stoppages which may be required to set lines and grades will be kept as short as possible. The Contractor is not entitled to receive any additional compensation for delays due to layout work.

4. WORK SITE CONDITION and DUST CONTROL

- .1 The site shall be kept clean and tidy. Remove surplus materials and construction equipment from the site.
- .2 Maintain existing streets used for access to the work site to the satisfaction of the Maintenance Manager of Nashwaak Rural Community.
- .3 Provide street cleaning and dust control when and as directed by the Consultant (including holidays and weekends). Contractor shall sweep dust and dirt from streets as deemed necessary by the Consultant. The Contractor shall also be responsible for the supply and placement of calcium chloride as well as having a water truck available at all times for wetting down streets affected by the work. Calcium chloride is only to be used during evenings and weekends. Water is to be used throughout the day. Buffer areas of sand or crushed rock, periodic cleaning and other means shall be used to reduce the problems caused by traffic to and from the work site. **If the Contractor fails to provide dust control to the satisfaction of the Owner, the Owner will provide such controls as necessary. Costs for such measures will be deducted from the final progress claim.**
- .4 Secure the site during non-work hours and provide all the necessary signing and

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barricades to protect the Public.

5. GENERAL PROTECTION

- .1 All employees for the Contractor shall wear the following safety clothing while on the construction site:
 - .1 Hard hats (CSA approved) to be worn at ALL times except when in a vehicle.
 - .2 Safety boots (CSA approved) to be worn at ALL times.
 - .3 Long pants and a shirt are required at ALL times.
 - .4 On any street right-of-way safety vests, safety T-shirts or orange coveralls must be worn.
 - .5 Orange coveralls are not acceptable for night time operations or for traffic control persons.
- .2 The entire work is at the Contractor's risk, and he shall be held responsible for all accidents or injury which may happen to the work and individuals until the job is formally taken over by the Nashwaak Rural Community.

6. TREE PROTECTION

- .1 The Contractor shall protect all trees from deliberate injury within the construction zone. Tearing of the root structure or damage to the trunk and foliage with the backhoe bucket or any other equipment will not be tolerated.

Protect all trees adjacent to the limit of contract, edge of right-of-way, easements, etc., above and below grade, and all vegetation not directly affected by the installation of new work.

Report any damage to trees immediately to Nashwaak Rural Community.

Equipment is not to be parked or driven on the boulevard area under the drip line of any tree. Materials of any kind are not to be stockpiled on the boulevard area under the drip line of any tree.

7. PROPERTY PINS

- .1 If the property pins have been placed prior to the work and once the project is substantially complete, the Consultant shall take an inventory of all property pins. Any pins which are missing, damaged, buried, etc. must be replaced. The Contractor is responsible for having

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the property pins replaced by a licensed NB Land Surveyor, and all costs associated with the same.

8. TRAFFIC ACCESS

- .1 The Contractor shall conduct the Work in such a manner that access can be maintained through the work area at all times for local traffic and permit all emergency vehicles to pass at all times. Access to individual driveways shall be maintained insofar as practical and in no case shall be left cut off after working hours.

9. UTILITIES

- .1 Protect existing underground and above ground facilities that shall be encountered in the areas of construction. Contractor shall be responsible to maintain liaison with the utility authorities to insure that no damage is affected to these facilities.
- .2 Utilities to be protected, but not limited to, shall include: water, sewer, gas lines, telephone, telegraph, electrical power lines (above ground and underground), cables, poles, conduits, culverts and manholes.
- .3 No claim shall be entertained for any damage or any slowdown of work due to the aforementioned.

10. ITEMS TO BE SUPPLIED BY THE OWNER

- .1 The Owner shall supply the site as it exists at time of Tendering.

11. ITEMS TO BE SUPPLIED BY THE CONTRACTOR

- .1 The Contractor shall supply everything necessary to complete the work shown on the drawings and detailed in the specifications and all standard construction and traffic control signs and barricades.

12. SITE RESTRICTIONS

- .1 The Contractor shall execute this work with as little damage and disturbance outside the immediate area of work as is possible.

13. STORAGE OF MATERIALS

- .1 The Contractor shall store all construction materials in a location approved by the Engineer. The Contractor shall be completely responsible for the material and supplies and shall make any deficiencies in the material occasioned by loss, theft or other reasons at his own expense. All materials shall be stored in strict accordance with the

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manufacturer's requirements.

14. JOB MEETINGS

- .1 The Contractor's representatives shall be required to attend job meetings at site with SurTek's Site Inspector and Project Engineer as requested by the Consultant. The Contractor shall be required to attend one Pre-Construction meeting with the Consultant and an additional meeting with the Consultant if requested by the Consultant.

15. DISPOSAL AREAS

- .1 Disposal areas for surplus materials shall be off site unless permission is obtained from the Consultant.
- .2 It shall be the responsibility of the Contractor to obtain disposal areas.

16. MATERIALS TESTING

- .1 The Contractor shall provide acceptance testing for aggregate materials. Should the proposed source fail to meet specifications or the Contractor choose to change sources, all additional acceptance testing costs shall be paid for by the Contractor.
- .2 The Contractor shall supply all soil testing services for quality control during construction excluding settlement monitoring.

17. SITE RESTORATION

- .1 Contractor is fully responsible for restoration of roadways, curbs, sidewalks, driveways, landscaping, etc., that have been damaged by the work but not designated for reconstruction.
- .2 Contractor is fully responsible for restoration of any damage of roadway, service laterals, curbs, sidewalks, driveways, landscaping, etc. outside the immediate area of work.
- .3 Restore all damaged or destroyed items to their original or better condition.
- .4 Unless otherwise specified all restoration work is considered incidental and shall not be measured for payment.

18. PROTECTION OF WORK

- .1 Contractor is fully responsible for the protection of the work completed or in progress. Contractor shall repair all damaged work at his expense.

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19. TEMPORARY SERVICES

- .1 All temporary services and utilities which are required due to the work shall be provided, maintained and paid for by the Contractor including flagging, temporary traffic signing and detours.

20. SPILL MANAGEMENT

.1 Environmental Concerns:

- .1 An accidental release of petroleum products or other chemicals represents a potential source of contamination to the Nashwaak River.

.2 Environmental Protection Measures:

- .1 The Contractor is required to submit a Spill Management Program which details how spills due to construction activities will be handled. Minimum requirements include those listed below.
- .2 The Contractor will ensure that equipment used during the construction be mechanically sound, having no leaking fuel tanks or hydraulic systems and that all necessary precautions be taken to prevent the discharge or loss of any contaminant on the work site including, but not limited to: creosote, hydrocarbons, biocides, or paint.

.3 Mitigation Measures:

- .1 Eliminate fire danger by shutting off any power supply and source of ignition at the spill location.
- .2 Evacuate people and restrict access to the spill site, if required.
- .3 Contain the spill to the extent possible by spreading absorbent products, blocking drainage ditches and catch basins, digging trenches or creating dykes.
- .4 Notify local authorities and appropriate regulatory agencies within four (4) hours of the spill.
- .5 The Engineer shall be notified immediately. The Engineer shall immediately contact the New Brunswick Department of the Environment.

- .1 Local DENV Inspection (506) 444-5149

- .2 Stewardship Branch of Environmental Management Division (506) 453-7945

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- .6 The Contractor's Site Representative shall complete a Spill Report Form (detailing clean-up activities) immediately upon discovery of a spill. The Report shall be forwarded to the Operations Manager, the City Wellfield Protection Officer, the Regional DENV office and other appropriate regulatory authorities, within two (2) working days.

.4 Fuel and Chemical Spills:

- .1 Fuel storage (other than that located in vehicle tanks) greater than 25 litres is not permitted in Zone A. Gasoline, diesel, lubricants and other fuels required shall be stored on level terrain in appropriate containers with containment required.
- .2 Equipment shall be mechanically sound with no leaking fuel tanks or hydraulic systems. Regular inspection of the hydraulic and fuel systems of all on-site heavy equipment shall be made. Protective covering of the ground beneath equipment shall be performed in areas of increased risk such as Zone A.
- .3 No chlorinated solvents shall be permitted in a Wellfield Protected Area.
- .4 Local authorities and appropriate regulatory agencies are to be notified within four (4) hours of the spill. The City Wellfield Protection Officer shall also be notified of the spill as soon as appropriate to the situation, through Engineering & Operations Dispatch.

.5 Sewage Spills:

- .1 Excavated material contaminated with sewage shall be disposed of at a site approved by the local Department of Environment Inspector.
- .2 Hydrated lime shall be used to cover the area soiled with raw sewage.
- .3 The Contractor assumes the overall responsibility of coordinating the clean-up of the spill and remediation of the site without delay.

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1. ADMINISTRATIVE

- .1 Submit to Consultant requested submittals for review. Submit with reasonable promptness and in an orderly sequence so to not cause delay in the Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2 Work affected by the submittal will not proceed until review is complete.
- .3 Review submittals prior to submission to the Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and the Contract Documents. Submittals not stamped, signed, dated and identified as to the specific project will be returned without being examined and will be considered rejected.
- .4 Verify field measurements and affected adjacent Work are coordinated.
- .5 Contractor's responsibility for errors and omissions in submission is not relieved by Consultant review of submittals.
- .6 Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Consultants review.
- .7 Keep one reviewed copy of each submission on site.

2. SHOP DRAWINGS AND PRODUCT DATA

- .1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.
- .2 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of the Section under which the adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .3 Adjustments made on shop drawings by the Consultant are not intended to change the Contract Price. If adjustments affect the value of Work, state such in writing to the Consultant prior to proceeding with the Work.

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- .4 Make changes in shop drawings as the Consultant may require, consistent with Contract Documents. When resubmitting, notify the Consultant in writing of any revisions other than those requested.
 - .5 Number of shop drawings submitted will be as required by the Consultant. The Consultant will retain two (2) copies.
 - .6 Submit shop drawings for each requirement requested in specification sections and as the Consultant may reasonably request.
 - .7 Submit copies of product data sheets or brochures for requirements requested in specification section and as the Consultant may reasonably request where shop drawings will not be prepared due to standardized manufacture of product.
 - .8 If upon review by the Consultant no errors or omissions are discovered or if only minor corrections are made, the copies will be returned, and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through the same procedure indicated above, will be performed before fabrication and installation of Work may proceed.

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1. REFERENCE STANDARDS

- .1 Within the specifications the following standards may be referred. Conform to these standards as specifically stated in the specifications.

ACI	- American Concrete Institute
AISC	- American Institute of Steel Construction
ASTM	- American Society of Testing and Materials
CEC	- Canadian Electrical Code (published by CSA)
CGSB	- Canadian General Standards Board
CISC	- Canadian Institute of Steel Construction
CPCI	- Canadian Prestressed Concrete Institute
CRCA	- Canadian Roofing Construction Association
CSA	- Canadian Standards Association
NAAMM	- National Association of Architectural Metal Manufacturers
NBC	- National Building Code
NEMA	- National Electrical Manufacturer's Association
TTMAC	- Terrazzo, Tile and Marble Association of Canada
ULC	- Underwriter's Laboratories of Canada

2. QUALITY

- .1 Products, materials and equipment incorporated in the Work shall be new, not damaged or defective, and of the best quality (compatible with specifications) for the purpose intended. If requested, furnish evidence as to type, source and quality of Products provided.
- .2 Defective Products, whenever identified prior to the completion of Work, shall be rejected, regardless of previous inspections. Inspection does not relieve responsibility but is a precaution against oversight or error. Remove and replace defective Products at own expense and be responsible for delays and expenses caused by rejection.
- .3 Should any dispute arise as to the quality or fitness of Products, the decision rests strictly with the Consultant based upon the requirements of the Contract Documents.

3. STORAGE, HANDLING AND PROTECTION

- .1 Handle and store Products in a manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.

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- .2 Store packaged or bundled Products in original and undamaged condition with manufacturer's seals and labels intact. Do not remove from packaging or bundling until required in the Work.
- .3 Store products subject to damage from weather in weatherproof enclosures.
- .4 Be responsible for damage incurred due to lack of or improper protection.
- .5 Remove and replace damaged Products at own expense and to the satisfaction of the Consultant.

4. MANUFACTURER'S INSTRUCTIONS

- .1 Unless otherwise indicated in the specifications, install or erect Products in accordance with manufacturer's instructions.
- .2 Notify the Consultant in writing of conflicts between the specifications and manufacturer's instructions, so that the Consultant may establish a course of action.
- .3 Improper installation or erection of Products, due to failure in complying with these requirements, authorizes the Consultant to require removal and re-installation at no increase in Contract Price.

5. WORKMANSHIP

- .1 Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. Immediately notify the Consultant if required Work is such as to make it impractical to produce required results.
- .2 Do not employ any unfit person or anyone unskilled in their required duties.
- .3 Decisions as to the quality of fitness of workmanship in cases of dispute rest solely with the Consultant whose decision is final.
- .4 Assume full responsibility for the quality and workmanship of all subcontractors.

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6. CO-ORDINATION

- .1 Ensure co-operation of workers in laying out Work. Maintain efficient and continuous supervision.
- .2 Be responsible for co-ordination and placement of openings, sleeves and accessories, to avoid cutting and patching.
- .3 Ensure co-operation between various trades.
- .4 Perform field check, correlate and process shop and equipment drawings. Provide instructions as required to prevent interferences.

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1. FINAL CLEANING

- .1 When the Work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work.
- .2 Remove waste materials and debris from the site at regularly scheduled times or dispose of as directed by the Consultant. Do not burn waste materials on site.

2. REINSTATEMENT

- .1 Where applicable reinstate all lawns, curb and gutters, sidewalks, shrubs, trees, roads, and driveways disrupted or destroyed as a result of this project to original or better condition.

3. INSPECTION/TAKEOVER PROCEDURES

- .1 Prior to application for a Certificate of Substantial Performance, carefully inspect the work to ensure it is complete, that major and minor construction deficiencies are complete and/or corrected and that the site is clean and in condition for Nashwaak Rural Community takeover. Notify the Consultant in writing, of satisfactory completion of the Work and request an inspection. Complete project commissioning and systems demonstrations prior to making application for certificate of Substantial Performance.
- .2 During the Consultant's and Nashwaak Rural Community's inspection, a list of deficiencies and defects shall be tabulated. Contractor to correct all deficiencies at no additional cost to the Owner.
- .3 When the Consultant considers deficiencies and defects have been corrected and all change orders are completed and it appears requirements of the Contract have been performed, make application for Certificate of Substantial Performance.

4. CERTIFICATE OF TOTAL PERFORMANCE OF THE WORK

- .1 When all work, requirements, terms and conditions of the contract documents have been satisfied, the Contractor may apply for a Certificate of Total Performance of the Work. If at this time no outstanding deficiencies are identified the Consultant shall issue a Certificate of Total Performance.

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5. WARRANTY INSPECTION

- .1 An inspection of the work shall be conducted by the Nashwaak Rural Community, Consultant and Contractor, thirty (30) days prior to the expiration of the one-year warranty period.
- .2 Any defects and/or deficiencies identified during this inspection must be corrected by the Contractor in an expeditious manner.
- .3 The Consultant shall confirm in writing when the project is complete.

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PART 3.1 – EARTHWORKS AND SUBGRADE

3.4.1.1 DESCRIPTION

- .1 This Item specifies requirements for the excavation and placement of materials to grade for the purpose of constructing the Nashwaak River Trail, ditches and swales, the disposal or placement of excess and/or waste materials, while conforming to lines, grades, dimensions and typical cross-sections shown on the drawings or specified by the Consultant.

3.4.1.2 DEFINITION:

- .1 **Rock Excavation:** Rock excavation is defined as excavation in solid rock or boulders, concrete, or masonry exceeding 3.0 m³ in volume. Soft, reasonably hard, layered or broken rock, which can be removed by a 2.0 m³ hydraulic backhoe bucket equipped with rock teeth, working reasonably hard, is not classified as rock excavation.
- .2 **Common Excavation:** Excavation of materials of whatever nature which can be used in the works or stockpiled on the site and which are not included under definitions of rock or bog including topsoil, dense tills, hardpan, frozen materials and partially cemented materials which can be ripped and excavated with heavy construction equipment.
- .3 **Borrow Material:** Material that does not originate from on-site excavations and is used for embankment or subgrade construction in fill sections or sub-excavated areas.
- .4 Should Rock be encountered **blasting will not be permitted.** The Contractor is to use a mechanical rock hammer or hydraulic breaker if rock is encountered.

3.4.1.3 MATERIALS

- .1 Suitable Fill Material:
 - .1 All excavated material from Common Excavation must be approved by the Consultant before the Contractor can use the material to complete the Work as described in the Contract Documents.
- .2 Borrow 'A1':
 - .1 Borrow 'A1' material must meet New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction 2023 Item 121.2.

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- .2 The Contractor shall provide test results, upon request, to prove to the Consultant that the material meets the aforementioned requirements for Borrow 'A1'.

3.4.1.4 CONSTRUCTION

- .1 Construction methods shall New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction 2023 Item 106.4.

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PART 3.2 – GRANULAR MATERIALS

3.2.1 DESCRIPTION

- .1 Work under this Item shall consist of supply and placement of Aggregate Base/Subbase, Crusher Dust and placement of Random Riprap where required for the completion of the Work as indicated on the Drawings or as directed by the Consultant.

3.2.2 MATERIALS

- .1 All materials shall be supplied and placed by the Contractor.
- .2 Aggregate Base/Subbase shall conform to the requirements of the latest version of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction Item 203.2 and shall be the type and size as indicated in the Contract Documents.
- .3 Crusher dust shall conform to the latest version of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction Item 201.2.6 – Cover Material.
- .4 Random Riprap shall conform to the requirements of the latest version of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction Item 608.2 and shall be the type and size as indicated in the Contract Documents.

3.2.3 SUBMITTALS

- .1 The Contractor shall provide test results for any Granular Materials to prove the material meets the aforementioned specifications at the request of the Consultant.

3.2.4 CONSTRUCTION

- .1 Aggregate Base/Subbase and Crusher Dust construction methods shall meet the requirements of the New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction Item 203.4.
- .2 Random Riprap construction methods shall meet the requirements of the New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction Item 608.4.

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PART 3.3 – Concrete Pipe

3.4.2.1 DESCRIPTION

- .1 Work under this Item shall consist of supply and placement of 1200 mm reinforced concrete pipe as indicated on the Drawings or as directed by the Consultant.

3.4.2.2 MATERIALS

- .1 All materials shall be supplied and placed by the Contractor.
- .2 Concrete pipe shall conform to the requirements of the latest version of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction Item 140.2 size as indicated in the Contract Documents.

3.4.2.3 CONSTRUCTION

- .1 Construction methods shall meet the requirements of the New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction Item 140.4.

Nashwaak River Trail

TENDER No. 25027

Page 1 of 1

PART 3.4 – LANDSCAPING

3.4.1 DESCRIPTION

- .1 Work under this item shall consist of supplying equipment, labour, and materials to topsoil, hydroseed and mulch in accordance with the New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction.

3.4.2 MATERIALS

- .1 Topsoil shall meet the requirements of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction 2023 Item 613.2.
- .2 Hydroseed shall meet the requirements of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction 2023 Item 614.2.
- .3 Mulch shall meet the requirements of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction 2023 Item 616.2.

3.4.3 CONSTRUCTION

- .1 Topsoil construction methods shall meet the requirements of the Mulch shall meet the requirements of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction 2023 Item 613.4.
- .2 Hydroseed construction methods shall meet the requirements of Mulch shall meet the requirements of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction 2023 Item 614.4.
- .3 Mulch construction methods shall meet the requirements of New Brunswick Department of Transportation and Infrastructure Standard Specifications for Highway Construction 2023 Item 616.4.

PART 3.4 – LONDON BOULDER

3.4.1 DESCRIPTION

- .1 Work under this item shall consist of supplying equipment, labour, and materials to install London Boulder retaining wall as shown on the Drawings in accordance with the manufacturer's specifications.

3.4.2 MATERIALS

- .1 London Boulder shall meet the requirements of the manufacturer specifications.

3.4.3 CONSTRUCTION

- .1 London Boulder shall meet the requirements of the manufacturer specifications.

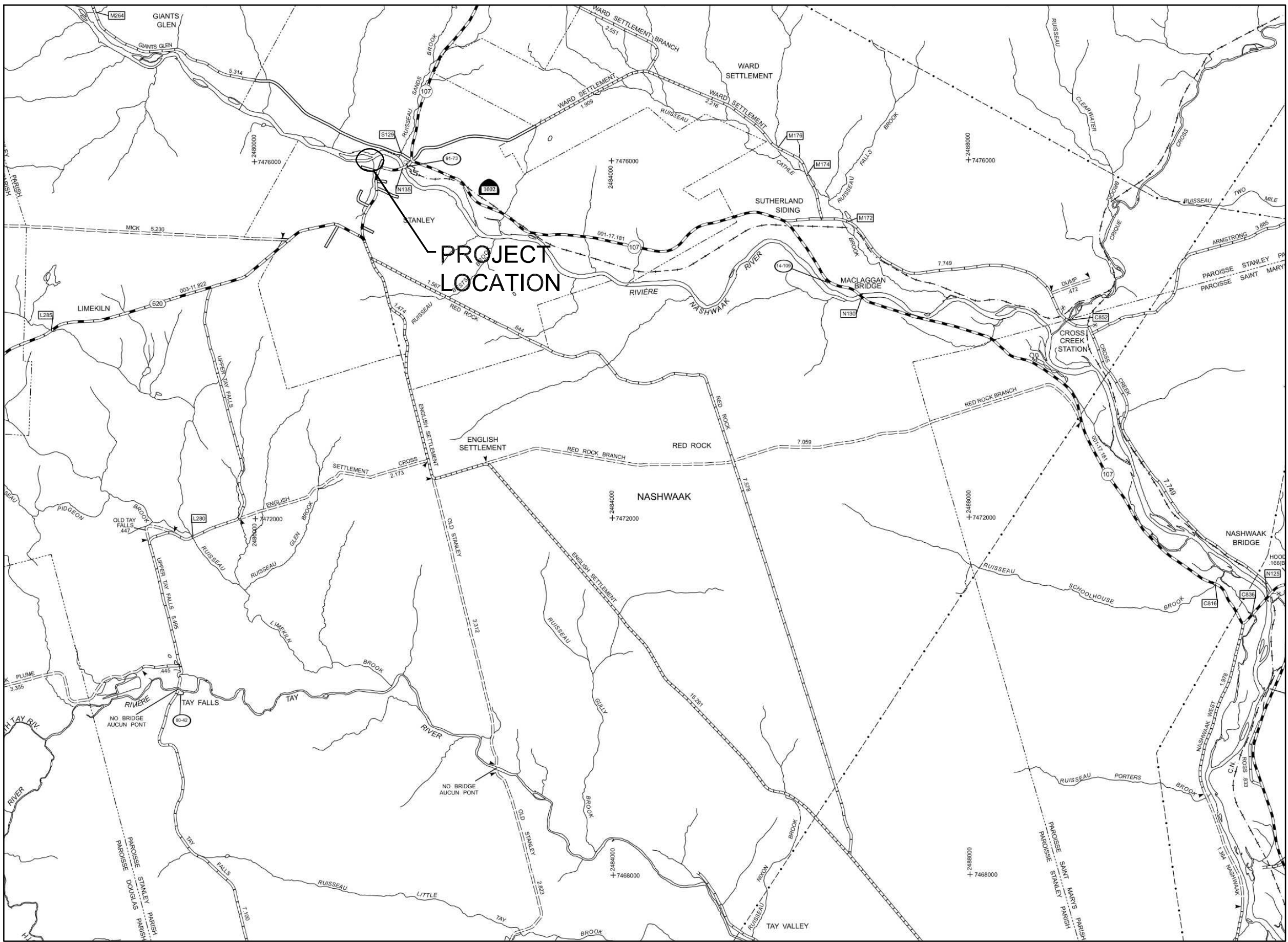
NASHWAAK RURAL COMMUNITY STANLEY

DETAIL PLANS FOR THE CONSTRUCTION OF

NASHWAAK RIVER TRAIL

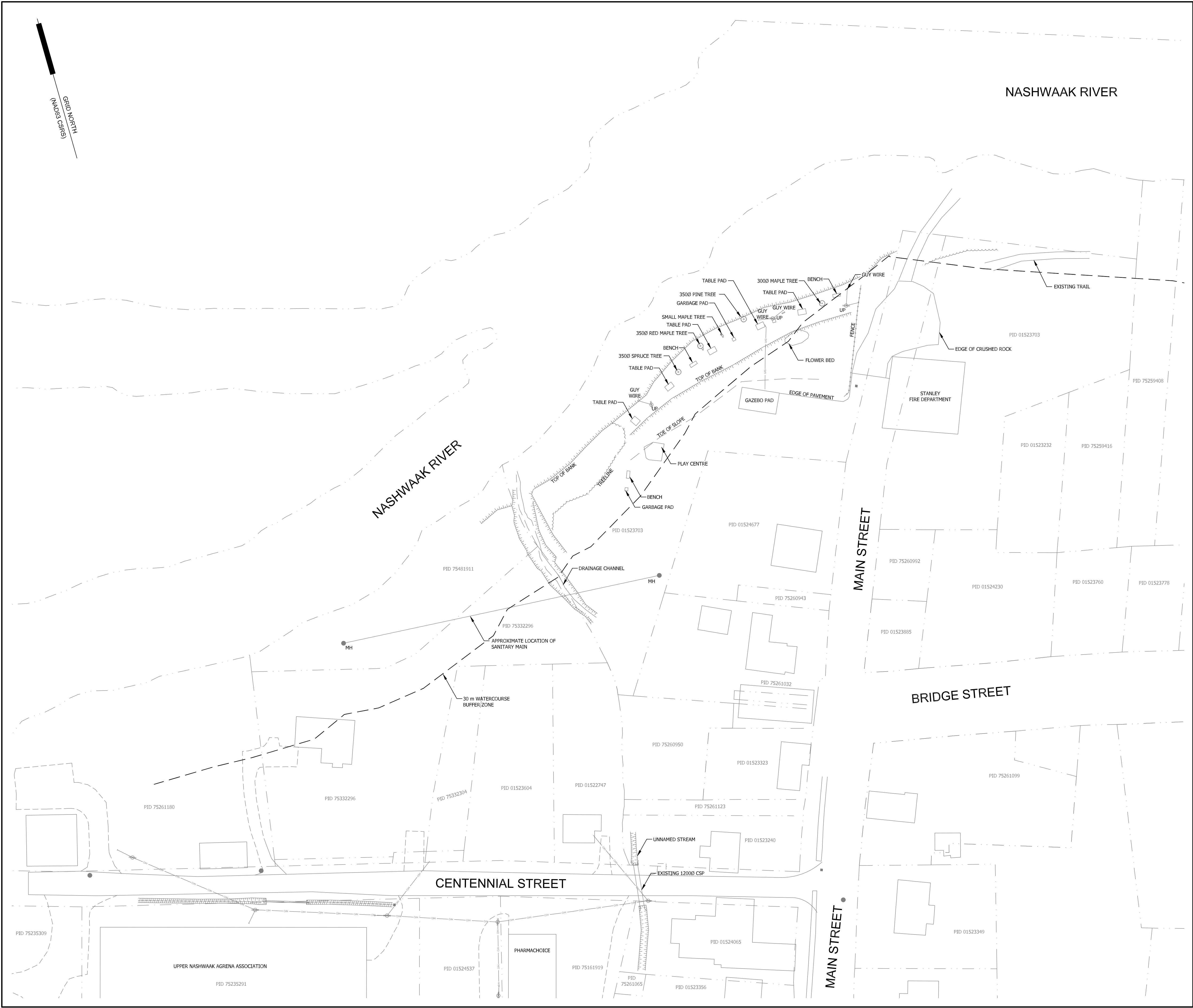
YORK COUNTY

PROJECT No. 25027



DRAWING LIST	
DRAWING TITLE	DRAWING No.
NASHWAAK RIVER TRAIL EXISTING CONDITIONS SITE PLAN	25027-A1-01
NASHWAAK RIVER TRAIL PLAN / PROFILE STA. 0+000 TO 0+140	25027-A1-02
NASHWAAK RIVER TRAIL PLAN / PROFILE STA. 0+140 TO 0+235	25027-A1-03
NASHWAAK RIVER TRAIL REPAIR PLAN	25027-A1-04
NASHWAAK RIVER TRAIL TYPICAL DETAILS	25027-A1-05
NASHWAAK RIVER TRAIL CROSS SECTIONS	25027-A1-XS1 TO 25027-A1-XS8

FOR CONSTRUCTION
October 1, 2026



GENERAL NOTES:

- LOCATION OF EXISTING SERVICES, UNDERGROUND INFRASTRUCTURE, STRUCTURES AND BUILDINGS ARE APPROXIMATE ONLY AND ARE TO BE CONFIRMED IN THE FIELD PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING FIELD LOCATES AND CLEARANCE CERTIFICATES FROM NB POWER, ALIANT, ROGERS, LIBERTY AND ANY OTHER UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- ALL WORK TO BE COMPLETED AND MATERIALS ARE TO BE IN ACCORDANCE WITH NBDTI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2023).
- LONDON BOULDER RETAINING WALL TO BE CONSTRUCTED FOLLOWING MANUFACTURERS INSTALLATION GUIDELINES.

0	Client	Construction (2026/10/05)	
A	Client	Review (2026/01/08)	
Rev.	Issued To	Issued For	

DOCUMENT HISTORY

LEGEND

- EXISTING PROPERTY LINE
- EXISTING BUILDINGS
- EXISTING CULVERT
- TOP OF SLOPE

No.	Description	By	Date
REVISIONS			

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FOR CONSTRUCTION
October 1, 2026

CONSULTING ENGINEERS & SURVEYORS

SURTEK GROUP LTD.

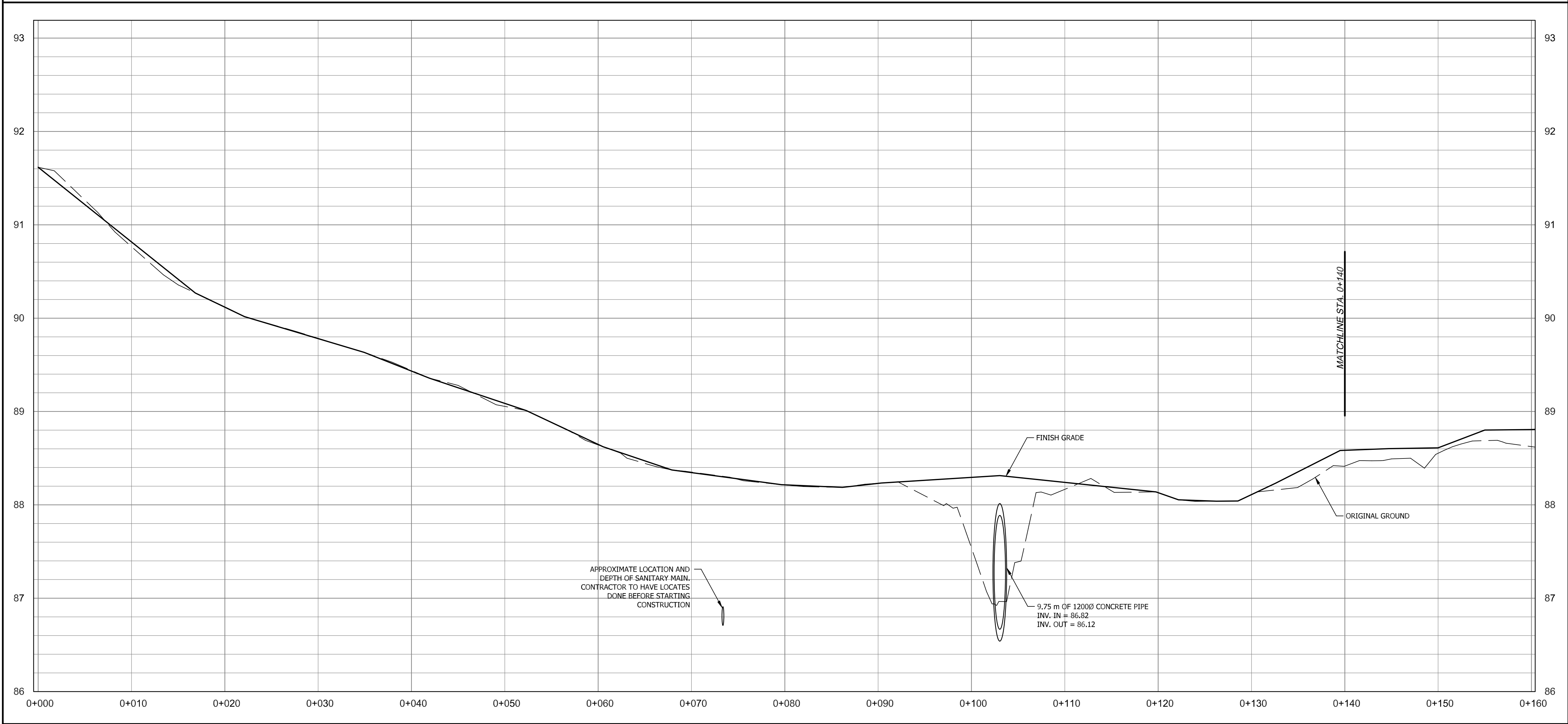
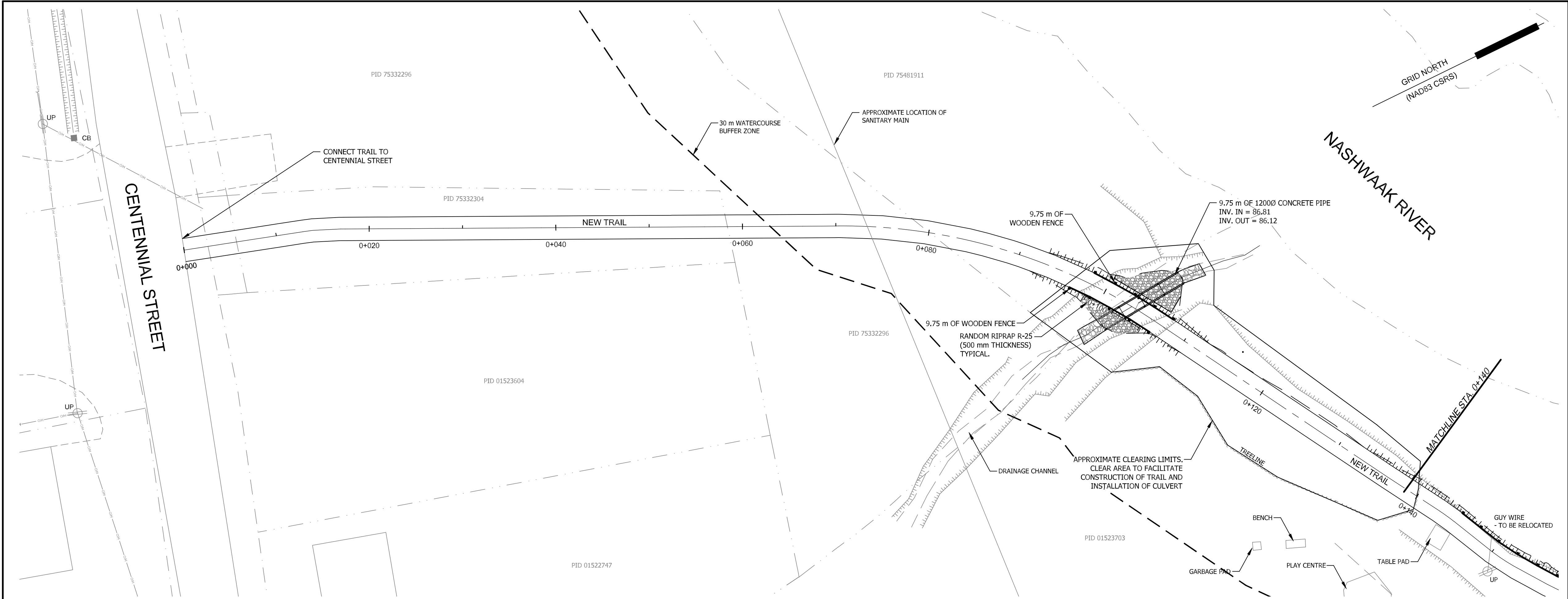
101-411 St. Mary's Street
Fredericton, NB E3A 8H4

Phone: 454-7044
Email: Office@SurTek.ca

NASHWAAK RURAL COMMUNITY

NASHWAAK RIVER TRAIL EXISTING CONDITION SITE PLAN

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	1:500	Drawing No.:	25027-A1-01
Job No.:	25027		



- GENERAL NOTES:**
1. LOCATION OF EXISTING SERVICES, UNDERGROUND INFRASTRUCTURE, STRUCTURES AND BUILDINGS ARE APPROXIMATE ONLY AND ARE TO BE CONFIRMED IN THE FIELD PRIOR TO CONSTRUCTION.
 2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING FIELD LOCATES AND CLEARANCE CERTIFICATES FROM NB POWER, ALIANT, ROGERS, LIBERTY AND ANY OTHER UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
 3. ALL WORK TO BE COMPLETED AND MATERIALS ARE TO BE IN ACCORDANCE WITH NBDT1 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (2023).
 4. LONDON BOULDER RETAINING WALL TO BE CONSTRUCTED FOLLOWING MANUFACTURERS INSTALLATION GUIDELINES.

0	Client	Construction (2026/10/05)
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DOCUMENT HISTORY

- LEGEND**
- EXISTING PROPERTY LINE
 - EXISTING BUILDINGS
 - EXISTING CULVERT
 - NEW CULVERT
 - TOP OF SLOPE
 - OVERHEAD UTILITY LINES
 - TRAIL CENTRELINE
 - TOP OF TRAIL SLOPE
 - TOE OF SLOPE

No.	Description	By	Date
REVISIONS			

Stamp:

FOR CONSTRUCTION
October 1, 2026

CONSULTING ENGINEERS & SURVEYORS

SURTEK GROUP LTD.

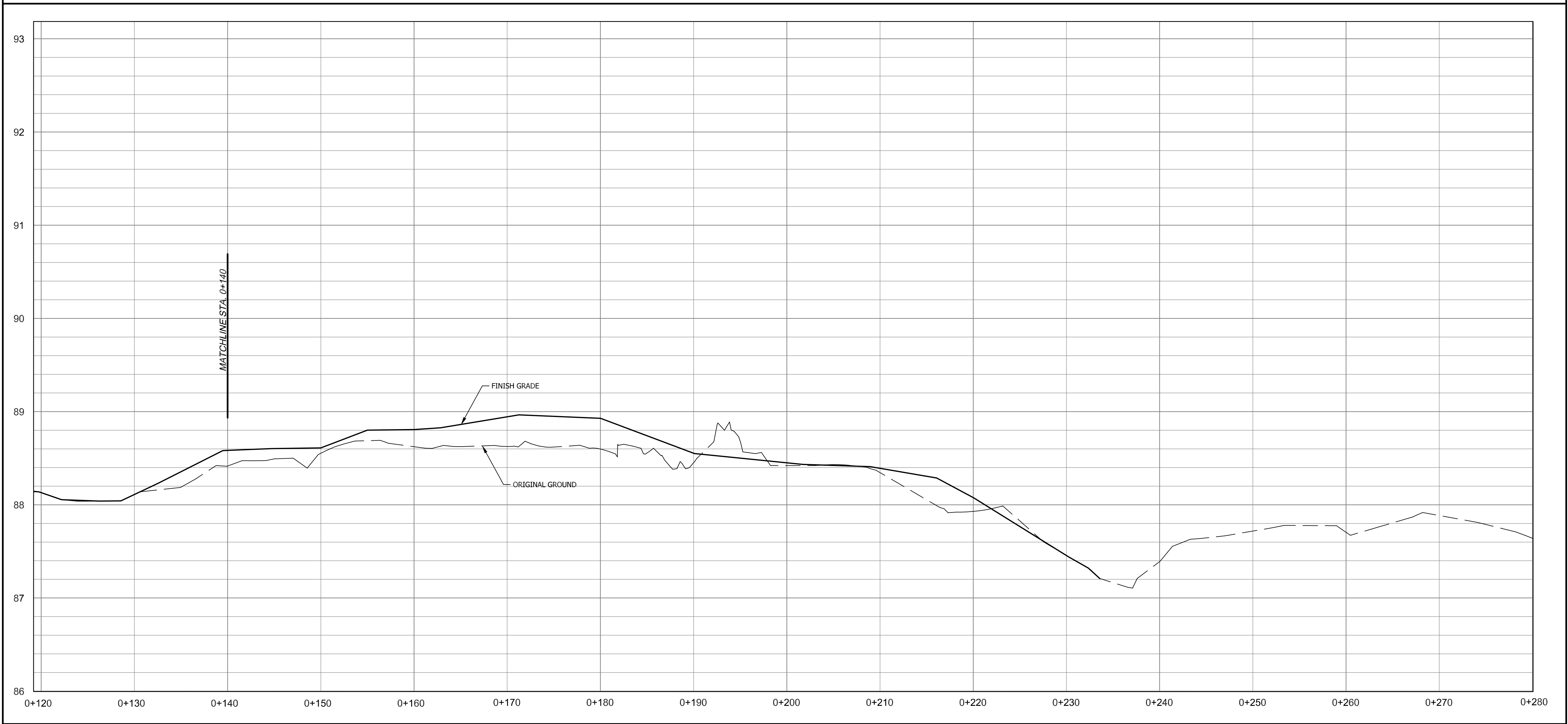
101-411 St. Mary's Street
Fredericton, NB E3A 8H4

Phone: 454-7044
Email: Office@SurTek.ca

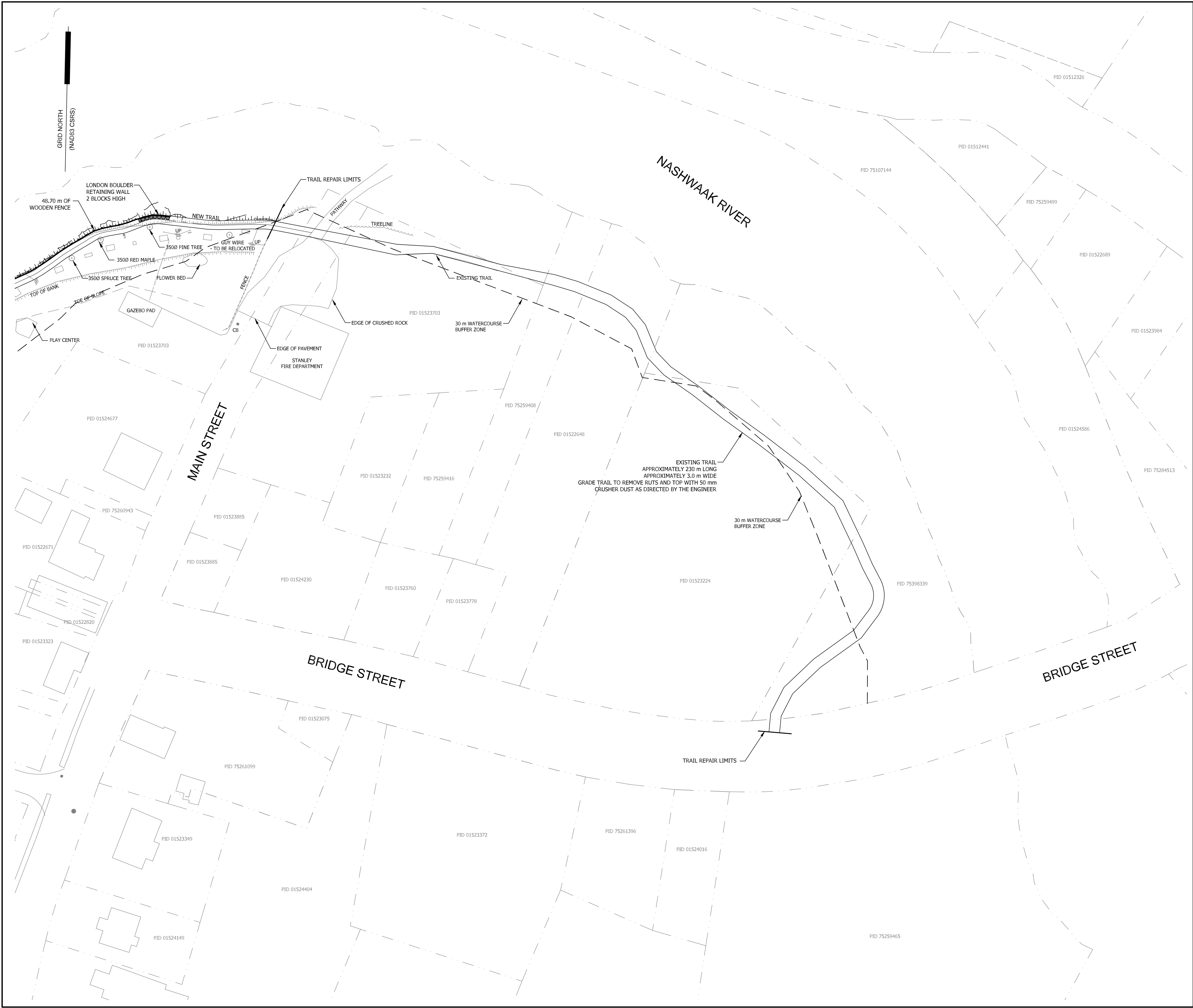
NASHWAAK RURAL COMMUNITY

**NASHWAAK RIVER TRAIL
PLAN / PROFILE STA. 0+000 TO 0+140**

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	HORZ. 1:250 VERT. 1:25	Drawing No.:	25027-A1-02
Job No.:	25027		



Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	HORZ. 1:250 VERT. 1:25	Drawing No.:	25027-A1-03
Job No.:	25027		



GENERAL NOTES:

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0	Client	Construction (2026/10/05)	
A	Client	Review (2026/01/08)	
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DOCUMENT HISTORY

LEGEND

- EXISTING PROPERTY LINE
- EXISTING BUILDINGS
- EXISTING CULVERT
- NEW CULVERT
- TOP OF SLOPE
- OVERHEAD UTILITY LINES
- TRAIL CENTRELINE
- TOP OF TRAIL SLOPE
- TOE OF SLOPE
- UNDERGROUND SERVICES

No.	Description	By	Date
REVISIONS			

Stamp:

REGISTERED PROFESSIONAL ENGINEER

Province of New Brunswick

#M4454

B. Daniel Estey

[Signature]

Date

October 1, 2026

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FOR CONSTRUCTION

October 1, 2026

CONSULTING ENGINEERS & SURVEYORS

SURTEK GROUP LTD.

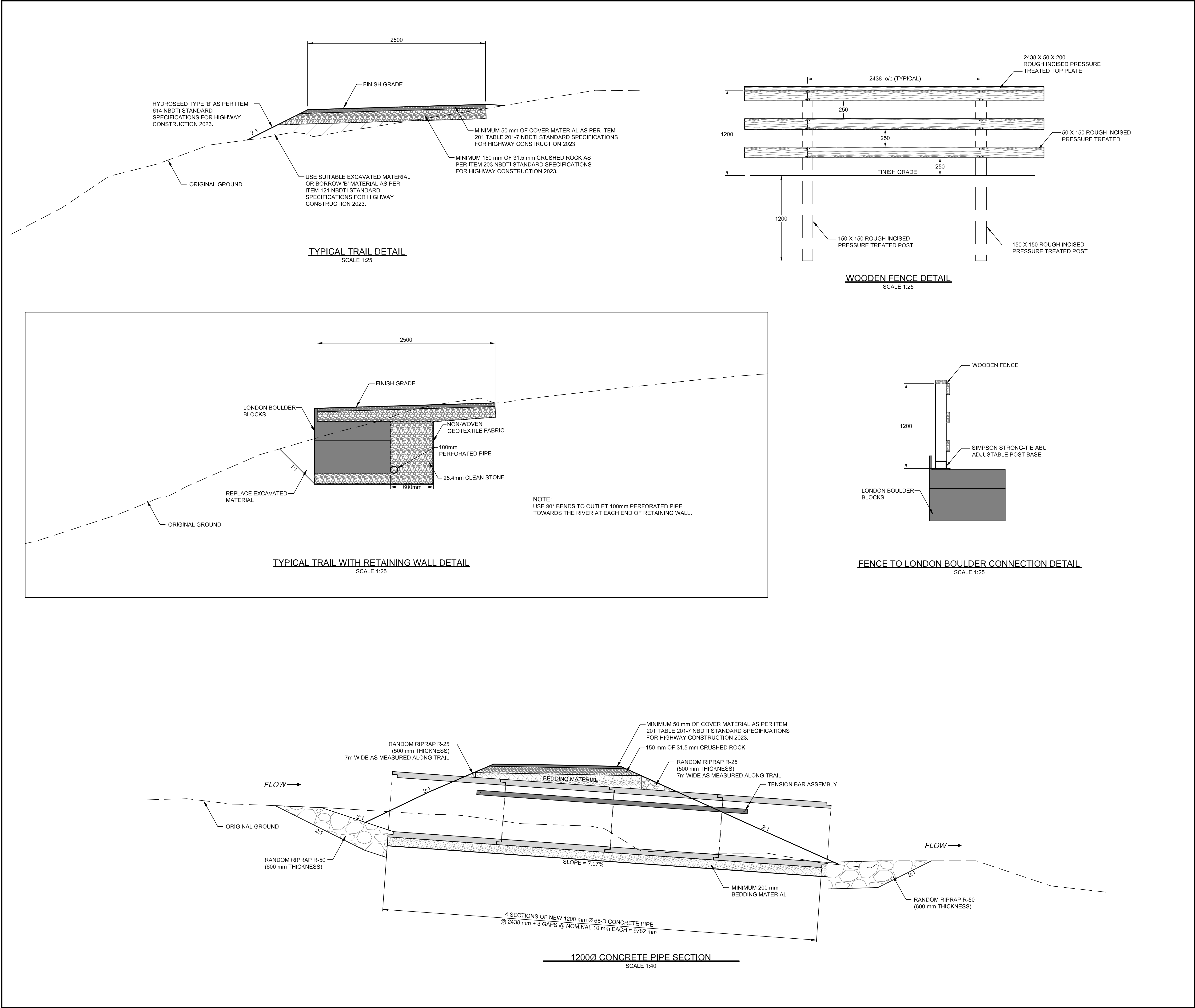
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Fredericton, NB E3A 8H4

Phone: 454-7044
Email: Office@SurTek.ca

NASHWAAK RURAL COMMUNITY

NASHWAAK RIVER TRAIL REPAIR PLAN

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	HORZ. 1:250 VERT. 1:25	Drawing No.:	25027-A1-04
Job No.:	25027		



GENERAL NOTES:

1. LOCATION OF EXISTING SERVICES, UNDERGROUND INFRASTRUCTURE, STRUCTURES AND BUILDINGS ARE APPROXIMATE ONLY AND ARE TO BE CONFIRMED IN THE FIELD PRIOR TO CONSTRUCTION.
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A	Client	Review (2026/01/08)
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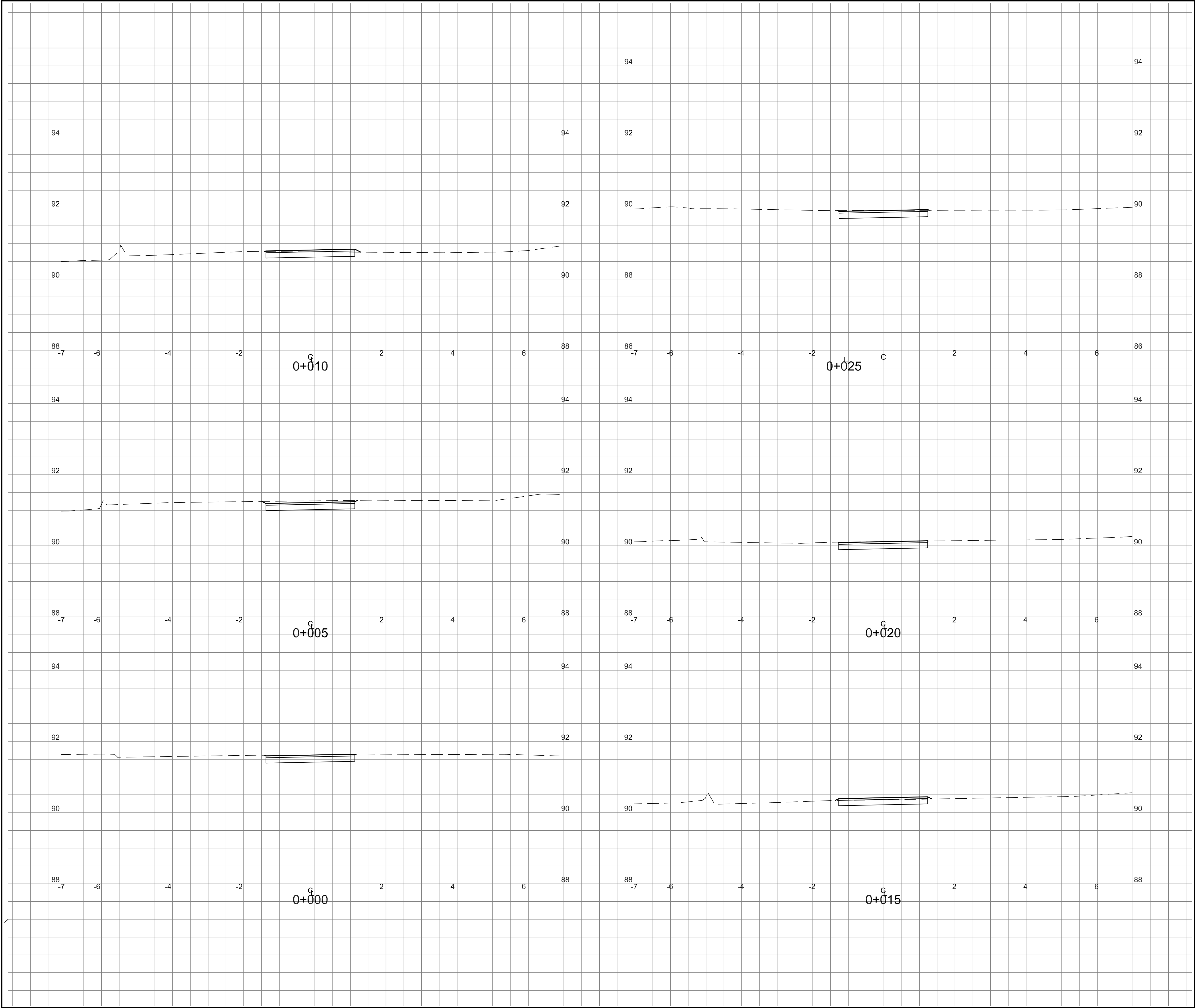
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Email: Office@SurTek.ca

**NASHWAAK RURAL
COMMUNITY**

**NASHWAAK RIVER TRAIL
TYPICAL DETAILS**

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	AS NOTED	Drawing No.:	25027-A1-05
Job No.:	25027		



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REGISTERED PROFESSIONAL ENGINEER
Province of New Brunswick
#M4454
B. Daniel Estey
Signature
October 1, 2026
Date
INGENIEUR IMMATRICULE

FOR CONSTRUCTION
October 1, 2026

CONSULTING ENGINEERS & SURVEYORS
SURTEK GROUP LTD.

101-411 St. Mary's Street
Fredericton, NB E3A 8H4

Phone: 454-7044
Email: Office@SurTek.ca

NASHWAAK RURAL
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NASHWAAK RIVER TRAIL
CROSS SECTIONS

Drawn By: R. Thibodeau

Date Issued: October 1, 2026

Checked By: D. Estey

Revision No.: 0

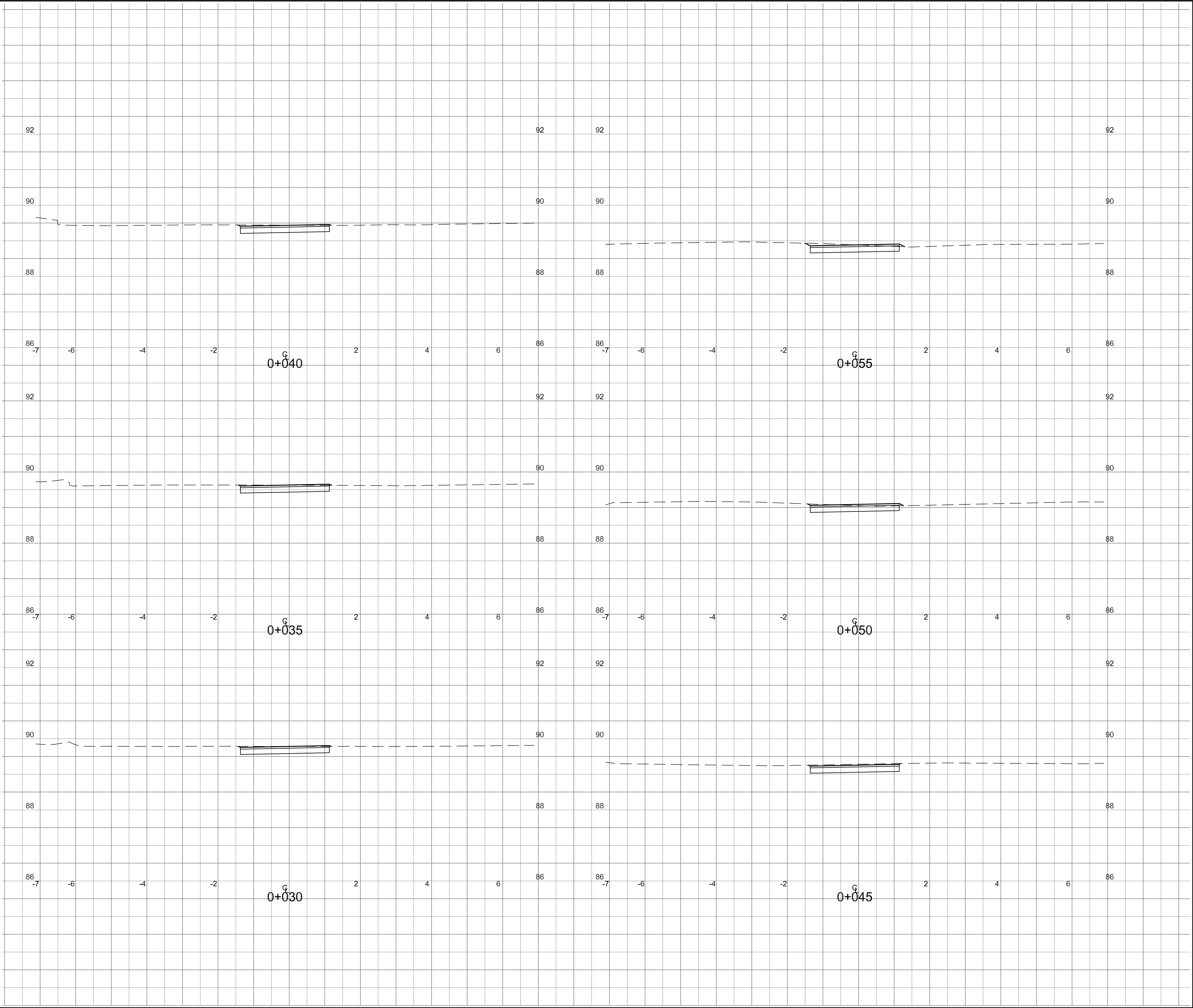
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Approved:

Scale: 1:50

Drawing No.: 25027-A1-XS1

Job No.: 25027



GENERAL NOTES:

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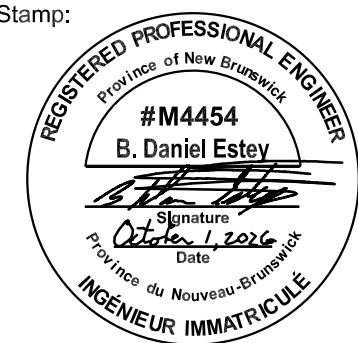
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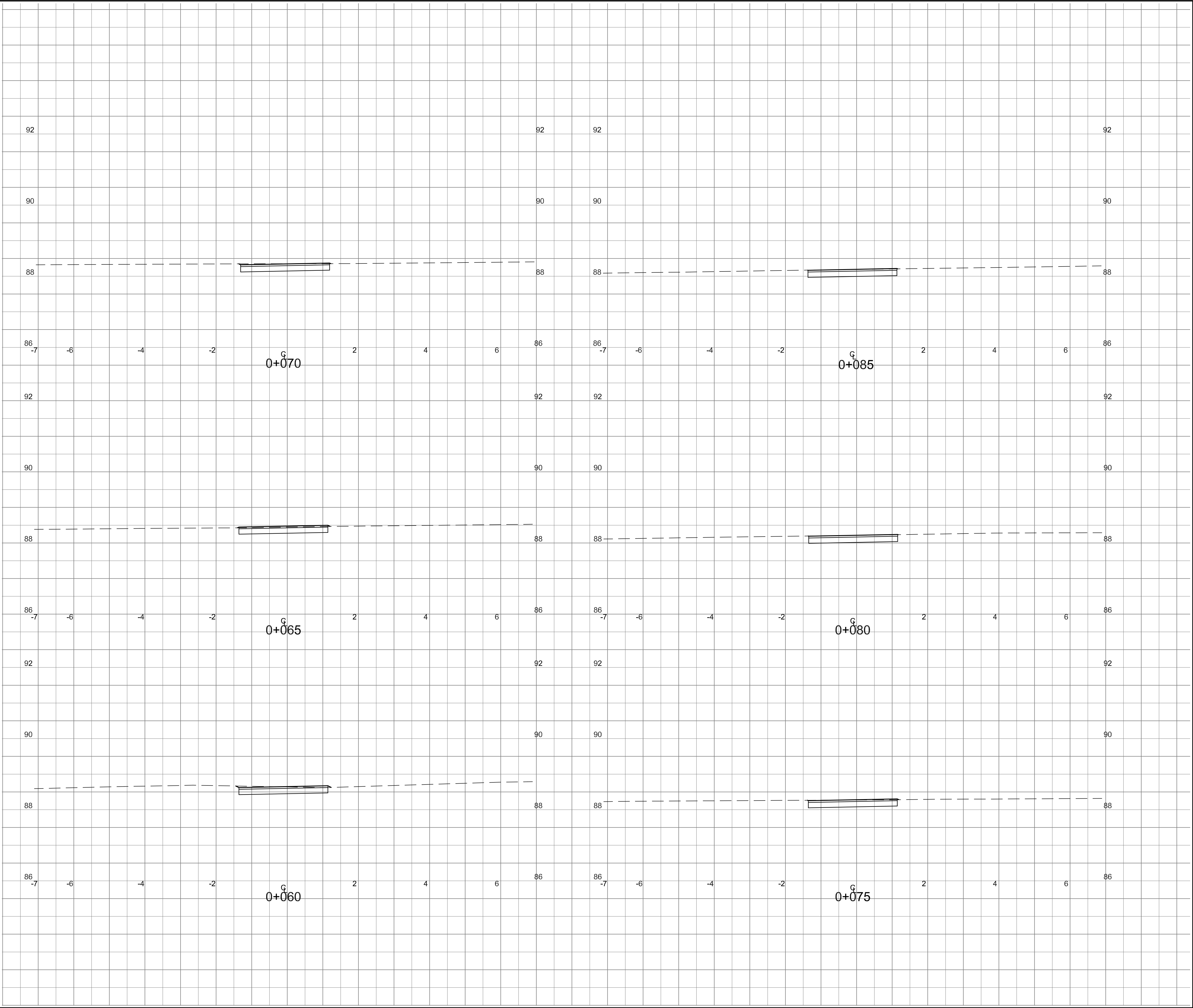
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Email: Office@SurTek.ca

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NASHWAAK RIVER TRAIL
CROSS SECTIONS

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
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Job No.:	25027		



GENERAL NOTES:

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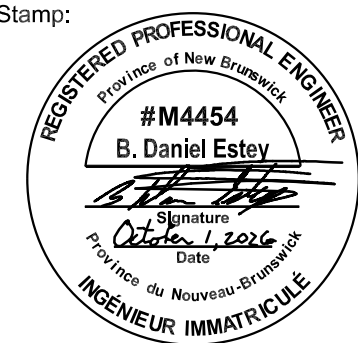
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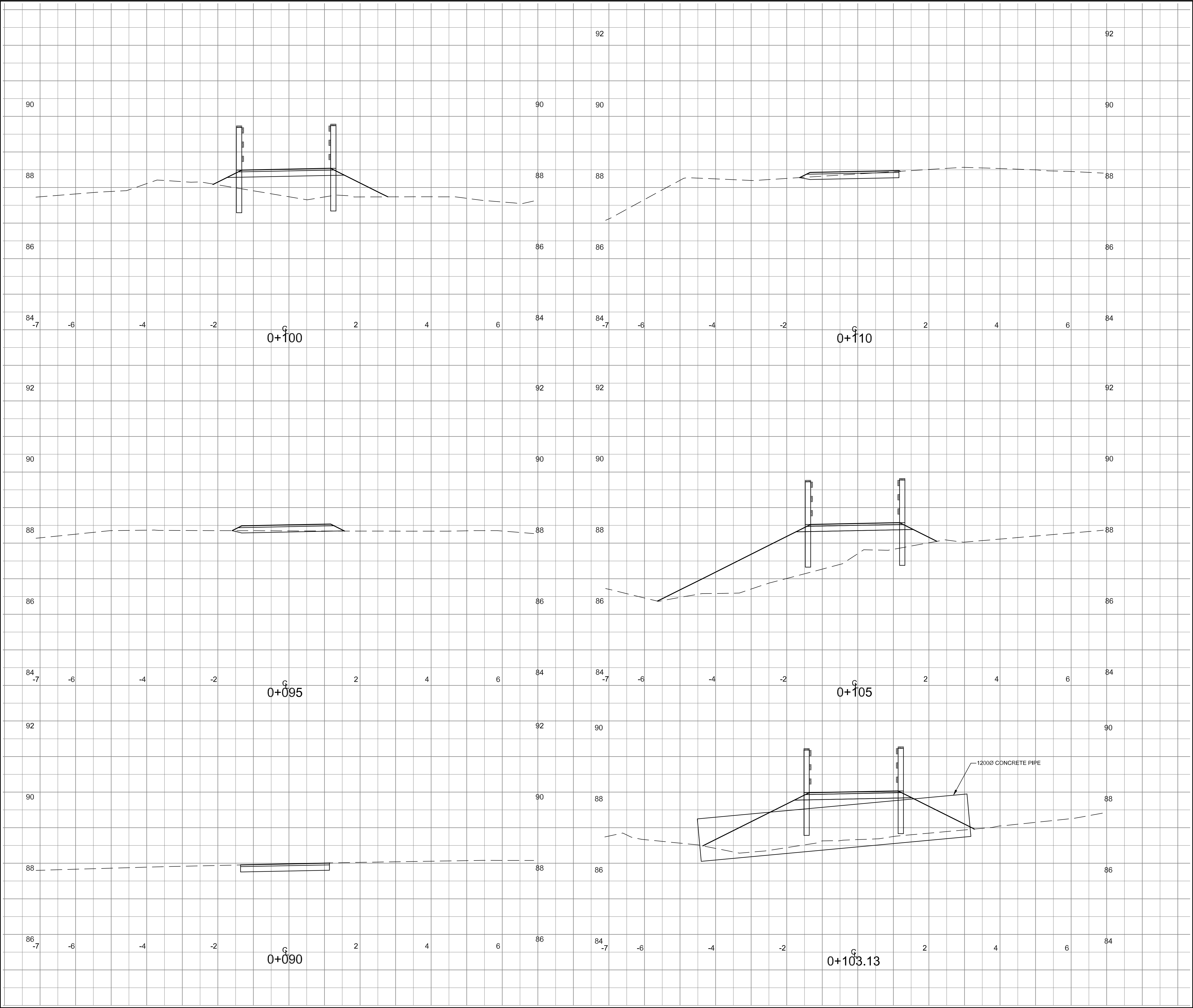
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NASHWAAK RIVER TRAIL
CROSS SECTIONS

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
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Scale:	1:50	Drawing No.:	25027-A1-XS3
Job No.:	25027		



GENERAL NOTES:

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A	Client	Review (2026/01/08)
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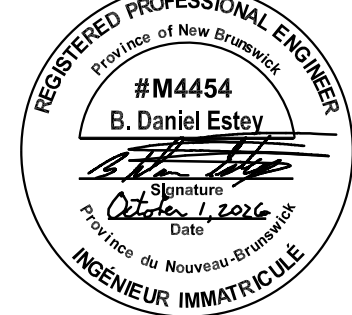
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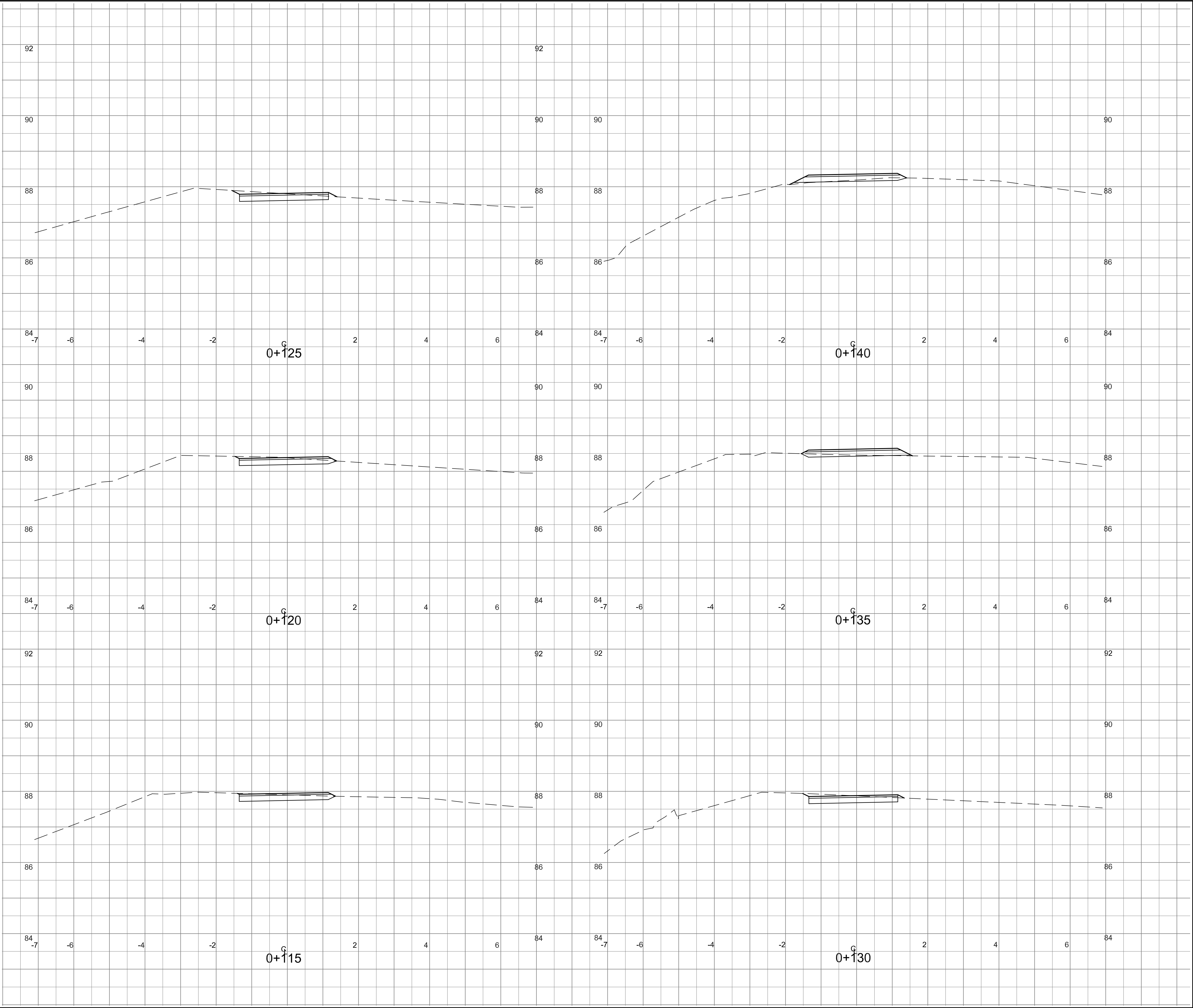
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October 1, 2026

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Fredericton, NB E3A 8H4
Phone: 454-7044
Email: Office@SurTek.ca

NASHWAAK RURAL
COMMUNITY

NASHWAAK RIVER TRAIL
CROSS SECTIONS

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	1:50	Drawing No.:	25027-A1-XS4
Job No.:	25027		



GENERAL NOTES:

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A	Client	Review (2026/01/08)
Rev.	Issued To	Issued For

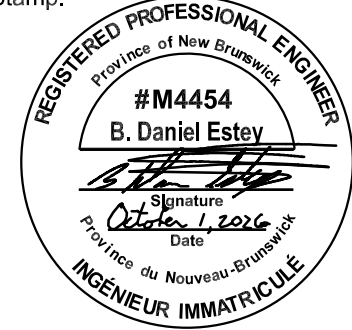
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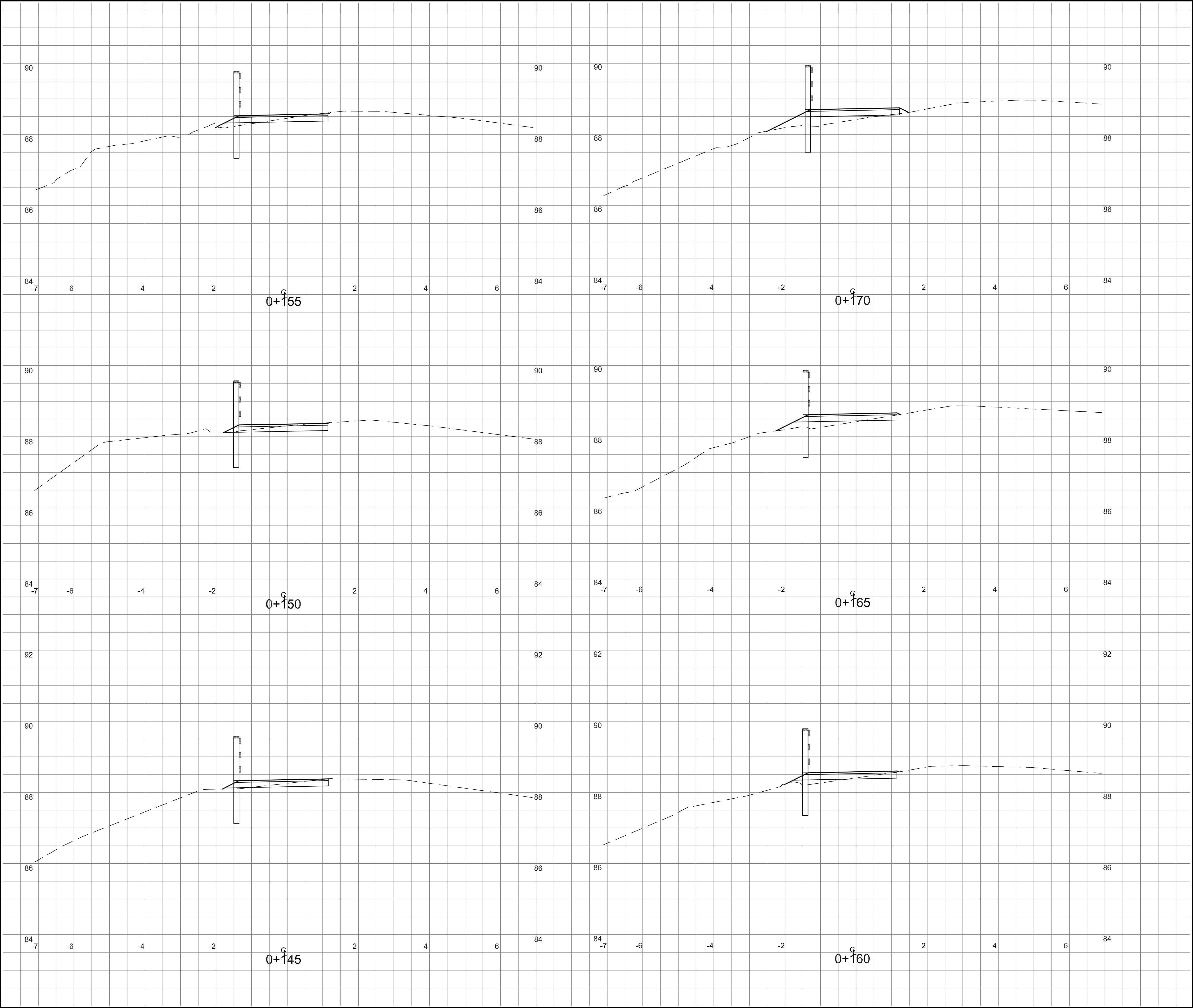
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October 1, 2026

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SURTEK GROUP LTD.
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Fredericton, NB E3A 8H4
Phone: 454-7044
Email: Office@SurTek.ca

NASHWAAK RURAL
COMMUNITY

NASHWAAK RIVER TRAIL
CROSS SECTIONS

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	1:50	Drawing No.:	25027-A1-XS5
Job No.:	25027		



GENERAL NOTES:

0	Client	Construction (2026/10/05)
A	Client	Review (2026/01/08)
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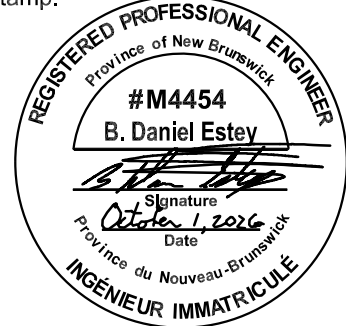
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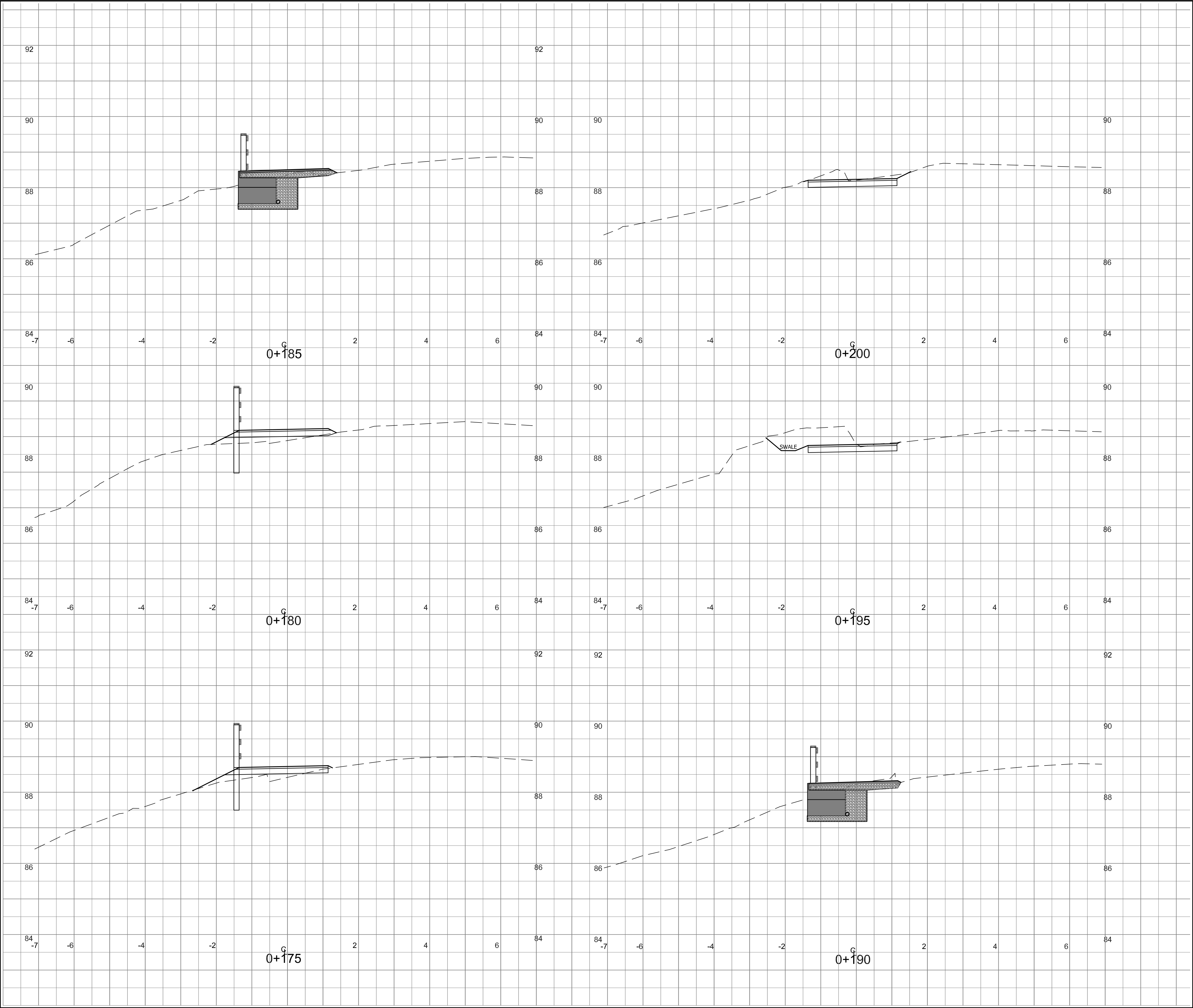
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October 1, 2026

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Fredericton, NB E3A 8H4
Phone: 454-7044
Email: Office@SurTek.ca

NASHWAAK RURAL
COMMUNITY

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CROSS SECTIONS

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	1:50	Drawing No.:	25027-A1-XS6
Job No.:	25027		



GENERAL NOTES:

0	Client	Construction (2026/10/05)
A	Client	Review (2026/01/08)
Rev.	Issued To	Issued For

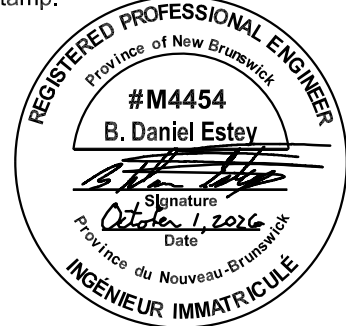
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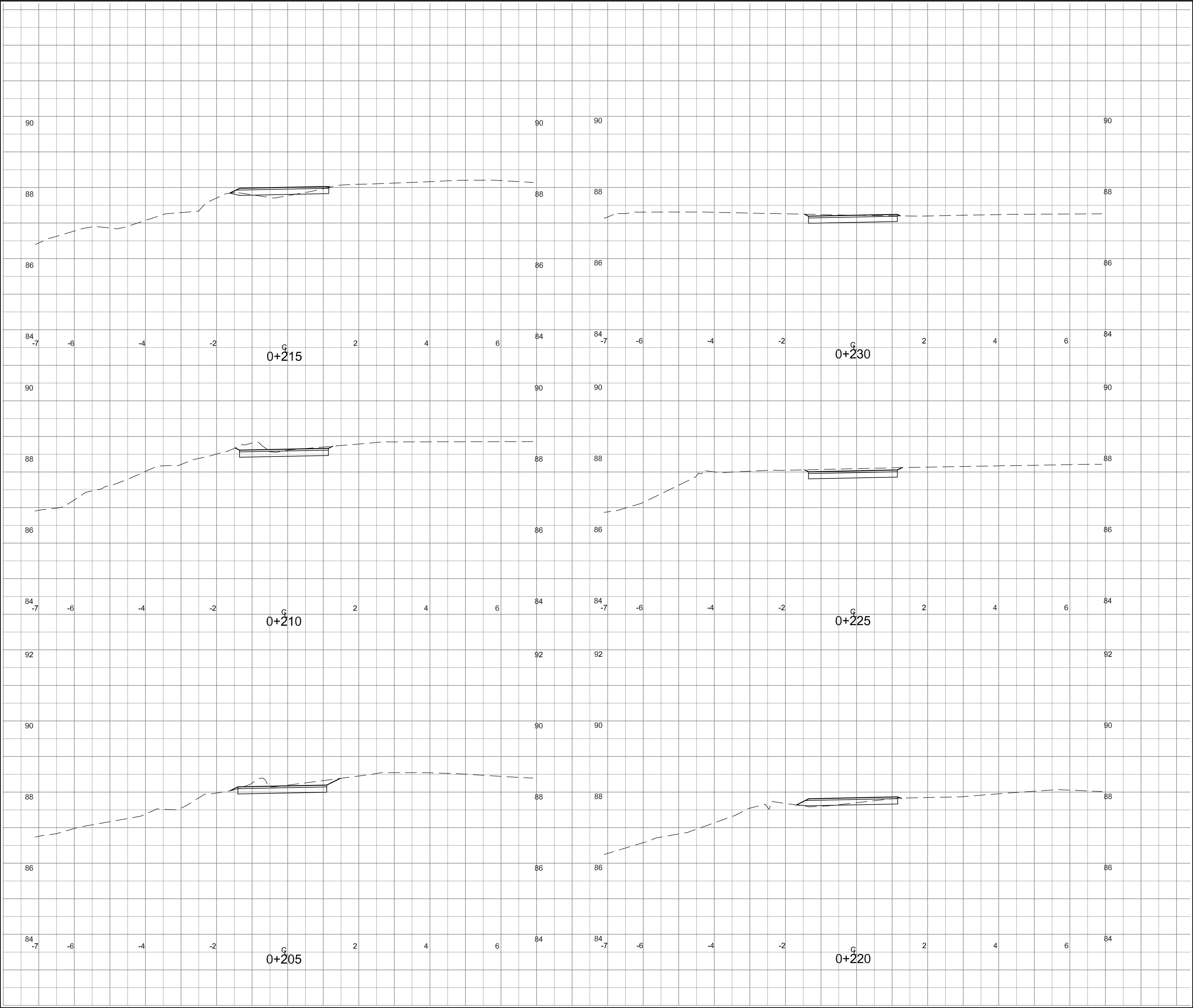
FOR CONSTRUCTION
October 1, 2026

CONSULTING ENGINEERS & SURVEYORS
SURTEK GROUP LTD.
101-411 St. Mary's Street
Fredericton, NB E3A 8H4
Phone: 454-7044
Email: Office@SurTek.ca

NASHWAAK RURAL
COMMUNITY

NASHWAAK RIVER TRAIL
CROSS SECTIONS

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	1:50	Drawing No.:	25027-A1-XS7
Job No.:	25027		



GENERAL NOTES:

0	Client	Construction (2026/10/05)
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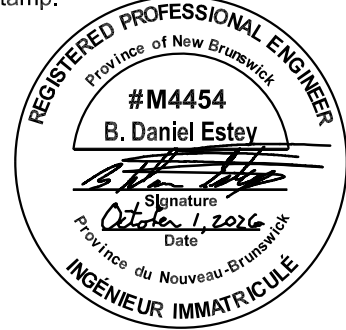
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REVISIONS			

Stamp:



FOR CONSTRUCTION
October 1, 2026

CONSULTING ENGINEERS & SURVEYORS

SURTEK GROUP LTD.

101-411 St. Mary's Street
Fredericton, NB E3A 8H4

Phone: 454-7044
Email: Office@SurTek.ca

NASHWAAK RURAL
COMMUNITY

NASHWAAK RIVER TRAIL
CROSS SECTIONS

Drawn By:	R. Thibodeau	Date Issued:	October 1, 2026
Checked By:	D. Estey	Revision No.:	0
Date:	November 2025	Approved:	
Scale:	1:50	Drawing No.:	25027-A1-XS8
Job No.:	25027		