Woodward Street Reconstruction Phase II
(Tender No. CBRM_T04-2020)

Cape Breton Regional Municipality

Type of Document:
Released for Tender

Project Name:
Woodward Street Reconstruction Phase II (Tender No. CBRM_T04-2020)

Project Number:
SYD-000257462-A0

Prepared By:
Michael Cormier, B.Sc., P.Eng.

Reviewed By:
Gary Landry, B.Sc., P.Eng.

EXP Services Inc.
301 Alexandra Street, Suite A
Sydney, NS, B1S 2E8
t: +1.902.562.2394
f: +1.902.564.0000

Date Submitted:
2020-04-21
<table>
<thead>
<tr>
<th>Section Number</th>
<th>Section Title</th>
<th>No. of Pages</th>
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<td>Measurement and Payment</td>
<td>9</td>
</tr>
</tbody>
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**exp Quality System Checks**

- **Project No.**: SYD-00257462-A0  
- **Date**: April 21, 2020
- **Type of Document**: Released for Tender  
- **Revision No.**: 0  
- **Prepared By**: Michael Cormier, B.Sc., P.Eng.
- **Reviewed By**: Gary Landry, B.Sc., P.Eng.

***END OF SECTION***
These Project Documents have been prepared for use with and require being read in conjunction with the Standard Specification for Municipal Services as published by the Nova Scotia Road Builders Association – Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents. Copies of the standard specifications are available from the Joint Committee on Contract Documents, 18 Laurier Street, Dartmouth, NS, B3A 2G7, Telephone: 902-233-9362 or email at nsmunicipalservices@gmail.com.

***END OF SECTION***
REQUEST FOR TENDER

CBRM_T04-2020

WOODWARD STREET RECONSTRUCTION PHASE II

Closing: THURSDAY, APRIL 30, 2020 at 3:00 PM local time
MANDATORY REQUIREMENT CHECK LIST

PRIOR TO SUBMISSION PLEASE CHECK THAT YOU HAVE SUBMITTED A COPY OF THE FOLLOWING DOCUMENTS

☐ SCHEDULE “A” – MUNICIPAL BY-LAW COMPLIANCE CERTIFICATE

☐ SCHEDULE “B” – TRADE AGREEMENTS ACKNOWLEDGEMENT

☐ APPENDIX “A” – CONSULTANT, CONTRACTOR SUPPLIER HEALTH AND SAFETY QUESTIONNAIRE

☐ DUE TO COVID-19 PRECAUTIONS, SUBMISSIONS FOR THIS TENDER WILL ONLY BE ACCEPTED BY EMAIL TO PURCHASE@CBRM.NS.CA & MUST INCLUDE ALL ITEMS LISTED UNDER THIS CHECK LIST

☐ LETTER OF GOOD STANDING FROM WORKERS COMPENSATION (WCB)

☐ PROOF OF CURRENT AND VALID WORKPLACE SAFETY CERTIFICATE OF RECOGNITION (COR) FROM AN AUTHORIZED INSTITUTION

☐ GENERAL INSURANCE

☐ BID SECURITY – CERTIFIED CHEQUE PAYABLE TO CAPE BRETON REGIONAL MUNICIPALITY OR BID BOND ON CCDC FORM 220 FOR TEN (10) % PERCENT OF THE TENDERED SUM

☐ RECEIVED ADDENDA NO. _____ TO NO._____ INCLUSIVE WERE CAREFULLY EXAMINED

DATED THIS ________ DAY OF ________________, 2020.

COMPANY NAME: ___________________________________________________________________

ADDRESS: _______________________________________________________________________

CITY/ PROVINCE: ______________________ POSTAL CODE: ______________________

PHONE NO.: ______________________ FAX NO.: ______________________

EMAIL ADDRESS: __________________________________________________________________

WEBSITE: _____________________________________________________________________

CONTACT NAME (please print): ______________________________________

TITLE (please print): ______________________________________ PHONE NO.: _____________

THE FOLLOWING INFORMATION MUST BE COMPLETED TO ENSURE ACCEPTANCE. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.
INSTRUCTIONS TO BIDDERS
REQUEST FOR TENDER
WOODWARD STREET RECONSTRUCTION PHASE 11

Closing: Submit to the undersigned up to 3:00 P.M., THURSDAY, APRIL 30, 2020, the bid must be returned in a sealed envelope in DUPLICATE(2) COPIES and must clearly designate CBRM_T04_2020 to the Procurement Section, Financial Services Suite 102, 320 Esplanade, Sydney, N. S. B1P 7B9.

NOTE: FAXED / ELECTRONIC submissions are NOT acceptable and will not be considered

Questions & Clarifications: Any clarification required by a proponent must be requested in writing to the responsible Buyer indicated in the Solicitation. Such requests must be provided in due time before the closing date in order to allow proper consideration and a reply. The response to a request for clarifications submitted by any Proponent will be posted on the Nova Scotia Government Website as an Addendum.

Withdrawal or Modification of Bid: Proponents may withdraw, replace or modify their bid up until the specified closing time, provided that this is done in writing. Any modification or replacement of a bid must be done in the same format as defined in the Solicitation. NOTE: FAXED / ELECTRONIC modifications are acceptable

Addenda: All addenda must be acknowledged in bid submission; proponents must monitor the Nova Scotia Government Tenders Website for any addenda that may be issued. CBRM staff no longer maintains plan takers lists, and no longer have knowledge of who has downloaded opportunities.
http://www.novascotia.ca/tenders/tenders/ns-tenders.aspx

Opening: Public opening will occur immediately following the time of closing in the first floor boardroom of the Civic Centre, 320 Esplanade, Sydney, N. S. The determining clock for authentication of date and time is the computer (network time), located in the Procurement Office, Suite 102.

Tenders requiring bid deposit: If a tender requires a non-refundable bid deposit only those companies who have complied with this request will be considered for acceptance.

TENDER CONTENTS:
(Section Applies to: Construction Contracts, Services & Sale of Municipal Property ONLY!)

Bid Security: Each tender must be accompanied by a certified cheque payable to the Cape Breton Regional Municipality or a Bid Bond on CCDC Form 220 for ten (10) percent of the tendered sum. Any withdrawal of the successful tender shall constitute forfeiture of the bid deposit.

Performance Security: A Performance Bond in the amount of fifty (50) percent contract price and Labour and Material Payment Bond in the amount of fifty (50) percent of the contract price will be required upon notification of award and before the signing date of the contract or issue of the Purchase Order.

Alternate Securities Acceptable: As an alternate to the Security Deposit and the Consent of Surety requirements stated herein, Contractors may submit a ten (10) percent bid security certified cheque, and subsequently upon notification of award, an additional ten (10) percent contract security certified cheque, in lieu of contract stated bonding.

Accompanying Documents: All bids must include the following documents:
- “Check List” Completed in full /Signed /Dated(Including acknowledgement of addenda)
- The signed Schedule “A” Municipal By-Law Compliance form attached to the tender documents.
- The signed Schedule “B” Trade Agreement Acknowledgement form attached to the tender documents.
- A letter of Good Standing/Clearance from the Workers’ Compensation Board of Nova Scotia
- Proof of current and valid Workplace Safety Certificate of Recognition (COR) from an authorized institution (East Coast Mobile Medical, HSE Integrated Limited, Nova Scotia Construction Safety Association (NSCSA), Nova Scotia Trucking Safety Association, Occupational Health and Educational; Services 2002 Inc, Safety Services Nova Scotia or equivalent)
- Completed/signed Appendix “A” Consultant, Contractor, Supplier Health & Safety Questionnaire.
- General liability insurance.

Prior to Contract Award – In accordance with section nine (9) of the CBRM Procurement Policy, the successful tenderer may be required to provide an approved Commercial Property Zoning Confirmation, issued by CBRM’s Development Officer, prior to award of contract.

Following completion of the tendered work, letters of clearance from both organizations, dated no earlier than the final day worked on the project, must be submitted with the final invoice for the project. This will form a condition of the tender in addition to any other conditions within the contract documents and specifications.

POLICY:
- Canadian Free Trade Agreement (CFTA), Atlantic Procurement Agreement (APA) and The Cape Breton Regional Municipality Procurement Policy are the governing documents used for all tenders. Copies of these documents are available from the Financial Services Department, Procurement Section, Suite 102, 320 Esplanade Sydney, N.S. or by phoning (902) 563-5015.

- Where identical goods and/or services are available, from a Cape Breton Regional Supplier, and a supplier from outside the regional area, the following shall apply:
  - Regional suppliers qualify for the 5% price preference if they are a commercial or residential taxpayer registered with the Registry of Joint Stocks of Nova Scotia whose primary business address is within the district boundaries of the Cape Breton Regional Municipality and the assessed property is the registered business address of the bidder.
  - Due to restrictions imposed by the Atlantic Procurement Agreement on the MASH sector within the Province of Nova Scotia, local Bidder Preference may only be applied on goods, services, and construction whose price does not exceed the following threshold; $25,000 on Goods, $50,000 Services and $100,000 on Construction.

- Successful bidder will be required to follow CBRM protocol as designated by Purchasing Department for delivery and invoicing.

- Payment: Any supplier having an account due to the Cape Breton Regional Municipality, which is in arrears, will have such arrears deducted from payments being made to the supplier.

The Cape Breton Regional Municipality reserves the right to reject any or all tenders or to accept any tender or part thereof considered to be in its best interest.

Emily Neville
Emily Neville, Procurement Officer - Financial Services
(P) 902-563-5015 (E-Mail) purchase@cbrm.ns.ca
SCHEDULE “A”

MUNICIPAL BY-LAW COMPLIANCE CERTIFICATE

This document forms part of and is incorporated into the Tender. Bidders convicted of violations of any Cape Breton Regional Municipal By-Laws or found in contravention of the Dangerous and Unsightly Provision of the Municipal Government Act, S.N.S. 1998, c. 18 shall be precluded from bidding on the tender. Successful bidders who subsequently are found guilty of violation of any Cape Breton Regional Municipal By-Laws or are found to have contravened the Dangerous and Unsightly Provision of the Municipal Government Act S.N.S. 1998, c. 18 shall have the tenders revoked and shall be precluded from bidding on subsequent tenders for a period of thirty-six months.

________________________ _______________________
Witness Bidder

CBRM INTERNAL USE ONLY

Approved by: ____________________________
Title: ____________________________
Date: ____________________________
TRADE AGREEMENTS ACKNOWLEDGEMENT

All Public Sector Entities in Nova Scotia have trade agreement obligations under the Public Procurement Act. Trade agreements play a vital role in our economy. They create market access for our goods and services by reducing barriers to, among other things, labour mobility, investments, energy, agriculture, and government procurement. Agreements can be comprehensive, covering a number of different issues, or more concentrated, covering individual issues. Each agreement has unique language, exemptions, rules, and requirements.

Municipalities, Academic Institutions, School Boards, Health Authorities (MASH) and Crown Corporations that have their own procurement groups and policies must ensure they are consistent with the principles of the Province of Nova Scotia Procurement Policy, and the obligations of the Public Procurement Act.

Trade Agreements that impact government procurement in Nova Scotia include the Canadian Free Trade Agreement and the Atlantic Procurement Agreement (APA). The CFTA includes all provinces, Northwest Territories, Yukon, and the Federal Government as well as their respective MASH sectors and Crown Corporations.

The APA is an agreement among Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador and their respective MASH sectors and Crown Corporations. The key to being compliant with multiple trade agreements is to ensure you are meeting the obligations of the one with the lowest thresholds, which in this case is the APA. Table A outlines the thresholds for these two agreements.

TABLE A – Domestic Agreements

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Coverage</th>
<th>MASH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canadian Free Trade Agreement</td>
<td>Equal access to Canadian suppliers. Includes all CDN Provinces, NWT, YUK, their respective MASH and Crowns, and the Federal Government</td>
<td>Goods: $100K+ Services: $100K + Construction: $250K+</td>
</tr>
</tbody>
</table>

_________________________ (hereinafter referred to as “The Bidder”) does hereby acknowledges the understanding that this tender falls under the Domestic Trade Agreements, Atlantic Procurement Agreement (APA) and Agreement on Internal Trade. As part of these agreements and under the Nova Scotia Public Procurement Act, CBRM is included as part of the MASH Sector. This document forms part of and is incorporated into the Tender.

Witness ___________________________ Bidder ___________________________
CAPE BRETON REGIONAL MUNICIPALITY

CONSULTANT, CONTRACTOR, SUPPLIER HEALTH & SAFETY QUESTIONNAIRE

Consultants, Contractors or Suppliers wishing to submit Proposal/Tender to the Cape Breton Regional Municipality must complete this questionnaire and submit it to CBRM Finance Department with their bid information.

PLEASE REVIEW - CBRM OCCUPATIONAL HEALTH & SAFETY POLICY AND PROCEDURE MANUAL - SECTION 12 - CONTRACTOR SAFETY MANUAL.PDF

GENERAL INFORMATION:
Company Name: ____________________________________________
Company Address: ____________________________________________
Telephone Number: ____________________________________________

INSURANCE/WORKERS' COMPENSATION COVERAGE:
Is your company covered by general liability insurance, automotive insurance, umbrella policies, etc., that would cover the cost of damages to, and incidents involving third parties?  * Yes  * No

Is your company in good standing with the Workers’ Compensation Board for the Province of Nova Scotia?  * Yes  * No

If no, please explain ________________________________________________________________

SAFETY PERFORMANCE:

Does your company have any non-compliance or outstanding issues with the Nova Scotia Labour and Workforce Development, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines?  * Yes  * No

If yes, please attach a note explaining the details, including current status or resolution.

SAFETY PROGRAM:

Does your company have a written health and safety policy signed by management?  * Yes  * No

Does your company have written safety policies, procedures and safe work practices applicable to the scope of work to be performed, including clearly defined safety responsibility for managers, supervisors and workers?  * Yes  * No

How do you communicate your safety policies and procedures?
How often do managers/ executive officers visit the worksite? _____________________________

Please explain how you conduct on-site inspections, including how often they are conducted, what they cover and who conducts them?

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

Does your company have a risk assessment procedure? *

Yes     * No

Does your company have a procedure in place for investigating incidents, accidents and near misses? *

Yes     * No

Please attach a list and contact information of all supervisors you will be using on site, as well as any safety coordinator or persons responsible for job site safety.

Do you provide on the job training to all employees? *

Yes     * No

Please indicate how you inform your workers, other workers or persons at or near the workplace of any workplace hazards to which they may be exposed.

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

Do you have a disciplinary policy in place for anyone committing health and safety violations? *

Yes     * No

Please Describe:

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

Do you have a Joint Occupational Health and Safety Committee or Representative? *

Yes     * No

Do you have a preventative maintenance program for tools and machinery? *

Yes     * No

Do you have a health and safety policy in place for incorporating sub-contractors into the workplace? *

Yes     * No
Please provide any other information relating to other programs or activities that you believe demonstrate your company conducts their projects safely and in accordance with all health and safety requirements.

**NOTE:**
PLEASE BE ADVISED THAT DURING THE PROPOSAL/TENDERING PROCESS OR AT ANYTIME DURING THE CONTRACTED WORK, CBRM MAY REQUEST COPIES OF POLICIES, PROCEDURES, RECORDS OR DOCUMENTATION OF PROOF FOR ANY QUESTIONS ANSWERED ON THIS QUESTIONNAIRE.

DO YOU AGREE TO PROVIDE THIS INFORMATION IF REQUESTED? *YES  *NO

_______________________________________  ______________________________
Signature  Date

Position/ Title
PROJECT:  Woodward Street Reconstruction Phase II – T04-2020

OWNER:  Cape Breton Regional Municipality
320 Esplanade
Sydney, NS  B1P 7B9

ENGINEER:  EXP Services Inc.
301 Alexandra Street, Suite A
Sydney, NS  B1S 2E8

1.  TENDER SUBMISSION

.1 Submit in completed Tender Form 00 41 43 and accompanying documents for above noted project via email to purchase@cbrm.ns.ca DUE TO COVID-19 PRECAUTIONS, SUBMISSIONS FOR THIS TENDER WILL ONLY BE ACCEPTED BY EMAIL TO purchase@cbrm.ns.ca.

TENDER
Woodward Street Reconstruction Phase II
Tender CBRM_T04-2020
Closing up to 3:00 pm, AST on 30 April 2020 and delivered via email to the address noted above.

2.  SAFETY CERTIFICATION

.1 Submit with Tender a copy of Tenderer’s current and valid safety accreditation issued by Nova Scotia Worker’s Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.

.2 Out-of-province Tenderers with a current and valid COR from a Canadian Federation of Construction Safety Associations member shall obtain and submit a current and valid Letter of Good Standing from Construction Safety Nova Scotia.

3.  WORKERS’ COMPENSATION

.1 Submit with Tender a copy of the Tenderer’s current and valid clearance letter issued by the Workers’ Compensation Board of Nova Scotia.

.2 Out-of-province Tenderers shall submit a current and valid clearance letter from a government workers’ compensation board but must register with the Nova Scotia Workers’ Compensation Board prior to being awarded the Contract.

4.  TENDER OPENING

.1 Tenders will be opened immediately after closing. DUE TO COVID-19 PRECAUTIONS OPENING WILL NOT BE PUBLIC.
5. **ACCURACY OF REFERENCING:**
   .1 Indexing and cross-referencing are for convenience only.

6. **CONDITIONS OF TENDERING:**
   .1 Take full cognizance of content of all Contract Documents in preparation of Tender. Refer to Section 00 41 43 – Tender Form, Subsection 3.9 for a complete list of Contract Documents.

7. **TENDERERS TO INVESTIGATE:**
   .1 Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

8. **CLARIFICATION AND ADDENDA:**
   .1 Notify Engineer in writing not less than 5 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.

   .3 The Engineer’s representative during the Tendering of this project will be Michael Cormier, P.Eng., telephone (902) 562-2394, email: michael.cormier@exp.com.

9. **PREPARATION OF TENDER:**
   .1 Legibly complete Tender Form provided with Project Documents. Tender all items and fill in all blanks. Have corrections initialled by person signing Tender.

10. **TAXES:**
    .1 Include all taxes except Harmonized Sales Tax (HST) in Tender unit prices.

    .2 The Contractor will indicate on each application for payment, as a separate amount, the appropriate HST 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.

11. **TENDER SECURITY**
    .1 Provide Tender security in the minimum amount of ten percent (10%) of total price including HST. Provide security with Tender in the form of a certified cheque or money order payable to the Owner, a Bid Bond on CCDC Form 220, or other Owner-approved form.
12. **CONTRACT SECURITY**

.1 Refer to Section 00 72 45 – General Conditions, subsection GC11.2 – CONTRACT SECURITY for form of Contract Security. Refer to Project Documents for amount of Contract Security.

13. **INSURANCE:**

.1 Refer to Section 00 72 45 – General Conditions, Subsection GC11.1 – INSURANCE, for insurance required.

14. **FORM OF AGREEMENT**

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

15. **RETURN OF TENDER SECURITY:**

.1 Tender Security will be returned to:

.1 all except the three lowest acceptable Tenderers within 7 days of Tender opening.
.2 two remaining unsuccessful Tenderers within 7 days of award.
.3 successful Tenderer following receipt by Owner of executed agreement, specified Contract Security and Insurance Documents.

16. **AMENDMENT OR WITHDRAWAL OF TENDER:**

.1 Tenders may be amended or withdrawn by post, e-mail or facsimile 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 Woodward Street Reconstruction Phase II – T04-2020”. Sign and seal as required for Tender and submit at address given for receipt of Tenders. In order to be considered, submissions shall be received prior to time of Tender Closing.

17. **OFFER, ACCEPTANCE, REJECTION:**

.1 The Owner reserves the right to accept or reject any Tender and to cancel the Tendering process and reject all Tenders at any time prior to the award of Contract without incurring and liability to affected Tenderers.

***END OF SECTION***
1. **SALUTATION:**

.1 To: **Cape Breton Regional Municipality**  
Attn: Mr. Sean MacLellan  
Supervisor Engineering Services  
320 Esplanade  
Sydney, NS B1P 7B9

.2 For: **Woodward Street Reconstruction Phase II – T04-2020**

.3 From:

2. **TENDERER DECLARES:**

.1 That this Tender was made without collusion or fraud.

.2 That the proposed Work was carefully examined.

.3 That the Tenderer was familiar with local conditions.

.4 That Contract Documents and Addenda No. ___ to ___ inclusive were carefully examined.

.5 That all the above were taken into consideration in preparation of this Tender.

3. **TENDERER AGREES:**

.1 To enter into a Contract to supply all labour, material and equipment and to do all Work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.

.2 That the estimated Contract Price price shall be the sum of the products of the Tendered unit prices multiplied by the estimated quantities in Subsection 4 hereunder excluding HST.

.3 That this Tender is valid for acceptance for 60 days from Tender Closing.

.4 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 22 00s - 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 14 days of written notice of award.

.7 That failure to provide post Tender submission documents or 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 or enforcement of bid bond.

.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 the Contract Documents include:

.1 Instructions to Bidders (Cape Breton Regional Municipality)
.2 Standard Specification for Municipal Services, latest edition
.3 Additional Project Documents:
   .1 Section 00 21 00 – Information to Tenderers
   .2 Section 00 41 43 - Tender Form
   .3 Section 00 53 43 - Form of Agreement
   .4 Section 00 90 00 - Supplementary Specifications
   .5 Section 01 22 00s – Measurement and Payment
.4 Drawings:
Generally Entitled: **Woodward Street Reconstruction Phase II – T04-2020**
Specifically Entitled:

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Drawing Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>C101</td>
<td>Woodward Street Plan &amp; Profile (Sta 0+058 to 0+294)</td>
</tr>
<tr>
<td>C102</td>
<td>Sections &amp; Details</td>
</tr>
</tbody>
</table>

.5 Addenda as issued and as confirmed in Subsection 2.4 of the Tender Form
### 4. SCHEDULE OF QUANTITIES AND UNIT PRICES

**Section A – Woodward Street**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit of Measurement</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Earthwork</strong></td>
<td></td>
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</tr>
<tr>
<td>8.</td>
<td>Removal of Existing Street Features</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Storm Sewer System</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>31.</td>
<td>Pipe</td>
<td></td>
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<tr>
<td>.1</td>
<td>200 mm dia. SDR35 PVC Lawn Basin Leads</td>
<td>m</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.2</td>
<td>300 mm dia. SDR35 PVC Catch Basin Leads</td>
<td>m</td>
<td>15</td>
<td></td>
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<tr>
<td>.3</td>
<td>375 mm dia. 320 kPa HDPE Storm Sewer</td>
<td>m</td>
<td>105</td>
<td></td>
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<tr>
<td>.4</td>
<td>375 mm dia. Pre-Cast Concrete Storm Sewer</td>
<td>m</td>
<td>55</td>
<td></td>
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<tr>
<td>.5</td>
<td>450 mm dia. Pre-Cast Concrete Storm Sewers</td>
<td>m</td>
<td>45</td>
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<tr>
<td>32.</td>
<td>Manholes</td>
<td></td>
<td></td>
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<tr>
<td>.1</td>
<td>1200 mm dia. Pre-Cast Concrete Storm Sewer Manhole, c/w “Autostable” Adjustable Frame and Cover by Bibby Ste Croix</td>
<td>each</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>Catch Basins</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>.1</td>
<td>600 mm square, Pre-Cast Concrete Catch Basin, c/w IMP S-401 Frame and Grate</td>
<td>each</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>.2</td>
<td>375 mm dia. 320 kPa HDPE Lawn Basin, c/w Soleno Cast Iron Frame and Grate Cover</td>
<td>each</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.3</td>
<td>1050 mm dia. Pre-Cast Concrete Catch Basin, c/w IMP S-401 Frame and Grate</td>
<td>each</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40.</td>
<td>Rock Lined Swale for Outfall of New Storm Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.1</td>
<td>At Discharge Point of New Storm Sewer on Connaught Street</td>
<td>each</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Street Construction

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>41.</td>
<td>Gravels</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type 1</td>
<td>tonne</td>
</tr>
<tr>
<td></td>
<td>Type 2</td>
<td>tonne</td>
</tr>
<tr>
<td>43.</td>
<td>Asphalt Concrete</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type C – Spreader Placed</td>
<td>tonne</td>
</tr>
<tr>
<td></td>
<td>Type C – Hand Patched</td>
<td>tonne</td>
</tr>
<tr>
<td>44.</td>
<td>Curb and Gutter</td>
<td>m</td>
</tr>
<tr>
<td>49.</td>
<td>Adjust Existing Valve Box Covers</td>
<td>each</td>
</tr>
<tr>
<td>53.</td>
<td>Replace Existing Non-Adjustable Manhole Frames and Covers with New Adjustable Frames and Covers</td>
<td>each</td>
</tr>
</tbody>
</table>

### Landscaping

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>61.</td>
<td>Topsoil and Sod</td>
<td>m²</td>
</tr>
</tbody>
</table>

### Provisional

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>71.</td>
<td>Trench Excavation – Rock</td>
<td>m³</td>
</tr>
<tr>
<td>72.</td>
<td>Trench Excavation – Unsuitable Material</td>
<td>m³</td>
</tr>
<tr>
<td>73.</td>
<td>Replacement of Unsuitable Material with Selected Site Material</td>
<td>m³</td>
</tr>
<tr>
<td>76.</td>
<td>Replacement of Unsuitable Material with Type 2 Gravel</td>
<td>tonne</td>
</tr>
</tbody>
</table>

**SUBTOTAL – Woodward Street** $1,225,200

**CONTINGENCY ALLOWANCE** $10,000

**ESTIMATED CONTRACT PRICE (EXCLUDING HST)** $1,235,200

**ADD HARMONIZED SALES TAX (15%)** $
5. **COMPLETION TIME**

   Tenderer agrees to achieve Substantial Performance of the Work no later than **30 November 2020**.

6. **CONSTRUCTION EQUIPMENT**

   The Tenderer shall provide a complete list of equipment to be used during this project and their corresponding hourly charge rates as outlined below (provide a separate sheet if necessary to identify all equipment). The hourly rates provided will be used in calculating the value of “cost plus” work without any additional mark-up. Rates are subject to review and will not be accepted unless they are consistent with industry standards for rental of similar equipment.

<table>
<thead>
<tr>
<th>Equipment/Model</th>
<th>Hourly Rate ($), Including Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

7. **PERSONNEL**

   The Tenderer shall provide a complete list of personnel to be used during this project and their corresponding hourly charge rates as outlined below (provide a separate sheet if necessary to identify all staff). The hourly rates provided will be used in calculating the value of “cost plus” work without any additional mark-up. Rates are subject to review and will not be accepted unless they are consistent with industry standards for fees for similar labour.

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Hourly Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
8. **SUBCONTRACTORS**

The Tenderer shall provide the names of subcontractors to be used for the portions of the Work as outlined below and the Tenderer agrees to use these subcontractors for the full duration of the Work (If the Work is not being subcontracted, it should be noted "Our Forces"). The Tenderer also agrees that such subcontractors will be used unless otherwise directed or permitted, in writing, by the Engineer.

- Excavation and Grading: ________________________________
- Piping Installation: ________________________________
- Curb and Gutter Installation: ________________________________
- Asphalt Paving Work: ________________________________
- Landscaping: ________________________________
- Traffic Control: ________________________________

9. **SUPPLIERS AND MANUFACTURERS**

The Tenderer shall provide the names Suppliers and Manufacturers for the supply and manufacture of items as outlined below. The Tenderer also agrees that such Suppliers and Manufacturers will be used unless otherwise directed or permitted, in writing, by the Engineer.

- Piping and Fittings: ________________________________
- Catch Basins and Manholes: ________________________________
- Concrete: ________________________________
- Asphalt Concrete: ________________________________

10. **BONDS**

The Tenderer shall provide the name of the company providing Surety for the Work as outlined below. The Tenderer also agrees that this company is willing to become bound with the Tenderer, as Surety, in the amounts and under the conditions stipulated in the Contract Documents and that a "Consent of Surety" is included with this Tender, executed under corporate seal by the noted Surety Company and stating its intention to provide the required Performance, and Labour and Materials, Bonds.

- Surety (Bonding) Company: ________________________________
11. SIGNATURES*

DATED THIS _____ DAY OF __________, 20 __________.

[Seal]

__________________________________________
Name of Firm Tendering

__________________________________________
Signature of Signing Officer

__________________________________________
Witness
Name and Title (Printed)

__________________________________________
Witness
Signature of Signing Officer

__________________________________________
Name and Title (Printed)

__________________________________________
Company Address

__________________________________________
Telephone No.

__________________________________________
Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.
This Agreement made on the ___ day of _________ in the year_____.

BY AND BETWEEN

Cape Breton Regional Municipality

hereinafter called the "Owner"

and

____________________________

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

The Contractor shall:

.1 Perform the Work required by the Contract Documents for

Woodward Street Reconstruction Phase II – T04-2020

located in Glace Bay, Nova Scotia for which the Agreement has been signed by the parties, and for which

EXP Services Inc.

is acting as and is hereinafter called the “Engineer”

and

.2 do and fulfill everything indicated by this Agreement, and

.3 commence the Work by the ___ day of _____ in the year _______ and attain Substantial Performance of the Work as certified by the Engineer by the 30th day of November in the Year 2020.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

This Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the Bidding Documents that are not expressly listed in Article A3 of the Agreement.
ARTICLE A3 - CONTRACT DOCUMENTS

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 Instructions to Bidders (CBRM)
.2 Standard Specification for Municipal Services, latest edition
.3 Additional Project Documents:
   .1 Section 00 21 00 - Information to Tenderers
   .2 Section 00 41 43 - Tender Form
   .3 Section 00 53 43 - Form of Agreement
   .4 Section 00 90 00 - Supplementary Specifications
   .5 Section 01 22 00s - Measurement and Payment

.4 Drawings:
   Generally Entitled: Woodward Street Phase II – T04-2020
   Specifically Entitled:

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Drawing Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>C101</td>
<td>Woodward Street Plan &amp; Profile (Sta 0+058 to 0+294)</td>
</tr>
<tr>
<td>C102</td>
<td>Sections &amp; Details</td>
</tr>
</tbody>
</table>

.5 Addenda as issued and as confirmed in Subsection 2.4 of the Tender Form

ARTICLE A4 - CONTRACT PRICE

.1 The Estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the Tender Form excluding the amount of Harmonized Sales Tax.

.2 The Estimated Contract Price is $ ________________________________.

.3 All amounts shall be in Canadian funds.

.4 The amounts shall be subject to adjustment as provided in the Contract Documents.

ARTICLE A5 - PAYMENT

.1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.

.2 The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Engineer, subject to a 10% holdback.

.3 The amount of the monthly payments shall be calculated as follows:
   .1 The quantity for each pay item on which actual Work has been performed shall be measured.
For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.

For each lump sum item, multiply the percent complete by the value of the lump sum item.

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 Subsection 3.2 and 3.3 of this Article.

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 Subsection 3.4 of this Article.

To the amount calculated above, the Harmonized Sales Tax will be added.

The last day of the payment period shall be the last Friday of the month.

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 GC5.8 – PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.

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 GC5.10 – FINAL PAYMENT.

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.

If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:

1. The annual interest rate applicable to the Contract is 2% compounded monthly.
2. Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

1. Notices in writing will be addressed to the recipient at the address set out below.

2. The delivery of a Notice in Writing will be by hand, by courier, by prepaid first class mail, by facsimile or e-mail during the transmission of which no indication of failure of receipt is communicated to the sender.

3. A Notice in Writing delivered by one party in accordance with this Contract will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier or if sent by mail it shall be deemed to have been received 5 calendar days after the date on which it was mailed.
provided that if either such day is not a working way, then the Notice in Writing shall be deemed to have been received on the working day next following such day.

.4 A Notice in Writing sent by facsimile or e-mail shall be deemed to have been received on the date of its transmission provided that if such day is not a working day or if it is received after the end of normal business hours at the place of receipt on the date of its transmission, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission thereof.

.5 An address for a party may be changed by Notice in Writing setting out the new address delivered to the other party in accordance with this Article.

.1 The Owner at: Cape Breton Regional Municipality
320 Esplanade
Sydney, NS B1P 7B9

.2 The Contractor at:

.3 The Engineer at: EXP Services Inc.
301 Alexandra Street, Suite A
Sydney, NS B1S 2E8

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 00s - Measurement and Payment.

ARTICLE A8 - SUCCESSION

.1 The aforesaid Contract Documents are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.
ARTICLE A9 - RIGHTS AND REMEDIES

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

ARTICLE A10 - TIME

.1 Time shall be construed as being of the essence of the Contract.
In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
In the presence of:

CAPE BRETON REGIONAL MUNICIPALITY

SEAL

WITNESS

______________________________  ______________________________
Signature                      Mayor

______________________________
Signature

______________________________  ______________________________
Municipal Clerk               Name and Title

______________________________
Signature

______________________________
Name and Title

______________________________
Signature

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for (a) proof of authority to execute this Document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or (b) the affixing of a corporate seal, this Agreement should be properly sealed.

***END OF SECTION***
1. **INTENT**

   .1 The Work of this Contract is to be carried out in accordance with the Standard Specifications for Municipal Services (latest Edition) as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein.

   .2 These Supplementary Specifications modify the Specification Sections to which they refer.

   .3 The Supplementary Specifications take precedence over the Specification to which they refer.

**INSTRUCTIONS TO BIDDERS (CBRM)**

Add the Instructions to Bidders Section in this Document.

**Section 00 21 00 - INFORMATION TO TENDERERS**

Delete in its entirety and replace with Section 00 21 00 – Information to Tenderers in this Document.

**Section 00 41 43 - TENDER FORM**

Delete in its entirety and replace with Section 00 41 43 – Tender Form in this Document.

**Section 00 53 43 - FORM OF AGREEMENT**

Delete in its entirety and replace with Section 00 53 43 – Form of Agreement in this Document.

**Section 00 71 00 - DEFINITIONS**

Add the following items:

28. The terms “N.I.C.,” ”by Owner,” ”by Others,” when used in the Contract Documents, shall mean the particular Work or item so designated is not included in the Contract for the Work.

29. ”Product as specified" shall mean the particular product is of the exact manufacturer, model, series, type, size, colour, etc., that is specified in the Contract Documents.

**Section 00 72 45 – GENERAL CONDITIONS OF THE CIVIL WORK CONTRACT**

**GC 1.1 CONTRACT DOCUMENTS**

.1 Add the following Clause 1.1.11:

“1.1.11 The Contractor shall keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Work for at least 6 years after the date of Substantial Performance and the Owner shall have the contractual right to audit these documents.”
GC 5.4 BASIS FOR PAYMENT FOR COST PLUS WORK

.1 Replace Clause 5.4.2 with the following:

“5.4.2 When extra Work is to be performed on a cost plus percentage basis, the amount to be paid shall be determined as follows:

.1 Labour Rates: shall be those included in a list to be provided by the Contractor as part of this Tender. No percentage shall be added to these rates in determining the cost of extra Work. Rates are subject to review and will not be accepted unless they are consistent with industry standards for fees for similar labour.

.2 Equipment Rates: shall be provided by the Contractor as part of this Tender, and no percentage shall be added to them in determining the cost of extra Work. Rates are subject to review and will not be accepted unless they are consistent with industry standards for rental of similar equipment.

.3 Materials: will be paid for at cost as substantiated by invoices from the suppliers, plus 10% to cover handling charges, overhead and profit.

.4 Specialist Sub-Contractors’ Rates: will be paid for at cost as substantiated by invoices from subcontractors, plus 10% to cover other charges, overhead and profit.

.5 Daily Work Orders: shall be completed by the Contractor and signed by his representative and the Engineer’s Representative each day for the Work completed that day. No claims for extra Work will be allowed other than those covered by daily work orders.

GC 5.5 APPLICATION FOR PROGRESS PAYMENT

Add the following paragraph:

5.5.7 The reference to payment for Products delivered to the Place of Work in Article 5.5.6 shall not be construed as covering day-to-day financing of the Project. Products delivered to the place of Work shall be construed to mean major items of equipment or quantities of items that are essential for the expedient conduct of the Work.

GC 5.6 PROGRESS PAYMENT

Revise the second line in GC 5.6.2 as follows:

Replace "no later than 5 Working days" with "on or before 30 calendar days".

GC 5.7 SUBSTANTIAL PERFORMANCE OF THE WORK

Supplement GC 5.7.1 by the following paragraph:

Amounts as certified by the Engineer 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 Engineer.

GC 5.10 FINAL PAYMENT

Revise the second line in General Condition clause GC 5.10.4 as follows:
Replace "no later than 5 working days" with "no later than 30 calendar days".

**GC 6.2  CHANGE ORDER**

Add the following paragraphs:

6.2.4  All contemplated changes in the Work shall be issued by the Engineer on a "Contemplated Change Order" form.

6.2.5  For lump sum pricing, the Contractor shall, upon receipt of the Change Order, submit to the Engineer for approval within 5 working days, a quotation for changes in the Work.

6.2.6  Quotation for changes shall be priced in sufficient detail to show:

   .1  net material trade prices (not list prices);
   .2  labour costs (including payroll burden);
   .3  equipment rental; and
   .4  markup as indicated in Bid Form for General Work and Subcontractor Work to arrive at the total price.

6.2.7  The Engineer shall, within 5 days, notify the Contractor whether estimates are accepted by Owner or further information is required. Acceptance by Owner shall be indicated in writing and a signed copy of form returned to Contractor.

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

**GC 6.7  QUANTITY VARIATIONS**

Delete Clauses GC 6.7.1, GC 6.7.2, GC 6.7.3, GC 6.7.4 and GC 6.7.5 from the Document. The 15% clause shall not apply.

**GC 10.4  WORKERS' COMPENSATION**

Add the following clause:

10.4.3  Submit with the application for release of holdback monies, a Certificate of Clearance from the Workers' Compensation Board in the Province of Nova Scotia.

**GC 11.1  INSURANCE**

The Contractor shall provide, maintain and pay for the insurance coverage as listed in Article GC 11.1, except as indicated below.

   Aircraft and Watercraft Liability Insurance: provisions of Article GC 11.1.1.3 shall not apply.

Add the following to this Section:

GC 11.1.1.6 - All of the insurance policies shall contain a clause stating that no change in terms, conditions or cancellation may at any time be made without the full knowledge and consent of the Owner.
Section 01 10 00 - GENERAL REQUIREMENTS

2. SUMMARY OF WORK

.1 Page 1, add Subsection 2.2 as follows:

“2.2 The Work generally consists of the following items:

.1 Removal of existing street features on Woodward Street in Glace Bay, Nova Scotia, including, but not limited to existing asphalt pavement, existing subgrade gravels and culverts and piping where noted.

.2 Installation of approximately 35 metres of new 200 mm diameter SDR35 PVC storm sewer piping, 15 metres of new 300 mm diameter SDR35 PVC catch basin leads, 105 metres of new 375 mm diameter HDPE storm sewer piping, 55 metres of new 375 mm diameter pre-cast concrete storm sewer piping and 45 metres of new 450 mm diameter pre-cast concrete storm sewer piping on Woodward Street in Glace Bay, Nova Scotia, including six new catch basins, two new 375 mm diameter HDPE lawn basins and three new storm sewer manholes.

.3 Installation of a new rock lined swale at the discharge point for the new storm sewer on Connaught Street in Glace Bay, Nova Scotia.

.3 Installation of approximately 480 metres of new concrete curb and gutter on Woodward Street in Glace Bay, Nova Scotia.

.4 Replacement of existing non-adjustable manhole frames and covers with new adjustable manhole frames and covers.

.5 Adjustment of existing adjustable manhole frames and covers and water valve boxes as required.

.6 Complete road rebuild for Woodward Street in Glace Bay, Nova Scotia, including supply and placement of new road gravels and asphalt concrete pavement, blending of existing gravel or asphalt driveways, excavation and replacement of unsuitable soils as identified during proof-rolling operations and adjustment of the tops of all existing catch basins and valve boxes in the new road and replacement/adjustment of existing manhole covers in the new roadway.

.7 Application of topsoil and sod on disturbed grass surfaces.

.8 Reinstatement of all disturbed surfaces and services.

.9 All related Work and incidentals associated with the above Work, including traffic control and survey.”
3. **SCHEDULING AND COORDINATION**

.1 Page 1, add the following clauses:

“.5 The Contractor shall provide additional equipment, material or labour, if in the opinion of the Engineer, the critical path of the Project schedule is subject to delays in completing the Work. The provision of additional equipment, material or labour to bring the Work back to Contract Work schedule will be at no cost to the owner (except in cases where delays are due to situations described in GC 6.5.1, GC 6.5.2 and GC 6.5.3).

.6 The Contractor agrees to complete Substantial Performance of the Work by no later than **30 November 2020**.

.7 The Contractor agrees to provide all required labour, equipment, services, etc., to meet the required completion date.”

4. **SETTING OUT OF THE WORK**

.1 Add the following Clauses:

“.3 All elevations shown on the Drawings refer to the datum of the Geodetic Survey of Canada. Works shall be constructed using this datum.

.4 The Contractor shall establish key reference points at the site of the Works and shall set out the Work, as agreed with the Engineer, from these points providing all setting out stations and temporary benchmarks required for the accurate location of all parts of the Contract.

.5 The Contractor shall be responsible for the correctness of all positions, levels, dimensions, grades and alignments of all parts of the Work.

.6 If the Contractor, during the course of the Work, finds any discrepancies, errors or omissions between the Drawings and the physical conditions of the locality or the survey data, he shall immediately inform the Engineer in writing, and the Engineer will promptly verify the same. Any Work done involving such a discrepancy will be considered to have been executed at the Contractor’s risk.

.7 The Contractor shall assist the Engineer to check the line and grade of the Work and to perform measurements for payment by providing labour and other assistance and convenient means of access to all parts of the Work.

.8 The cost of all materials, labour and equipment required for all surveying on the Contract shall be held to have been included in the amount of the Tender and no additional or direct payment will be made for any part of these services.”
5. EXISTING SITE CONDITIONS

.1 Page 1, add the following:

“.3 The Contractor shall be held to have visited the site and to have become conversant and familiar with all existing conditions prior to having submitted a Tender for the Project. The Contractor shall have investigated all existing conditions, facilities and difficulties, which may affect the carrying out of the Contract, including existing services, drainage features, grade, surface and subsurface conditions, water table, traffic, property, etc. The Engineer will give no consideration whatsoever to any claim by the Contractor resulting from his failure to have made all necessary investigations prior to Tendering.

.4 Where existing conditions are shown, they are not necessarily complete, correct or accurate. Contractor is responsible to confirm actual locations of utilities prior to construction. Contractor is to arrange for a representative from Aliant and Nova Scotia Power Inc. to determine whether underground cable exists in the area.

.5 The Contractor shall not Work on adjacent property except with the express written permission of the property owner. The Contractor shall confirm with the Engineer that agreements are in place prior to starting any Work on private property.”

7. SUBMITTALS

.1 Add the following new subsection:

“.8 Submit, for review, shop drawings and product data for the following items:

.1 Pre-Cast Concrete Manholes and Catch Basins;

.2 Geotextile;

.3 Storm Sewer Piping and Associated Fittings; and

.4 Manhole, Catch Basin and Lawn Basin Frames and Covers/Grates.”

8. RECORD DRAWINGS

.1 Delete entire Clause and replace with the following:

"8. RECORD DRAWINGS

.1 The Engineer will provide two sets of full size whiteprints for Record Drawings purposes.

.2 Maintain Project Record Drawings and record accurately significant deviations from Contract Drawings caused by site conditions and changes ordered by the Engineer.

.3 Mark changes in red on one set of whiteprints."
.4 Record following significant deviations:
   .1 depths of various elements of works in relation to geodetic elevation;
   .2 horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface features such as foundation corners, etc. to the satisfaction of the Engineer;
   .3 locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure;
   .4 field changes of dimensions;
   .5 other significant deviations which are concealed in construction and cannot be identified by visual inspection.

.5 Provide a table indicating co-ordinates (northings and eastings) for all new catch basins, pipe fittings, manholes, curb stops, and existing buried manholes or valve boxes. Also provide a table containing the invert of all new catch basins and connections to existing manholes. Any deviations from the Project Drawings are to be identified and captured in this table.

.6 At completion of project and prior to final inspection, neatly transfer records to second set of whiteprints using fine, red marker. Neatly print lettering and number in size to match original. Lines may be drawn free-hand, but shall be neat and accurate. Add at each Drawing Title Block Note: "AS-RECORDED".

.7 Submit this set of Record Drawings to the Engineer.”

12. TRAFFIC CONTROL

.1 Add the following new subsections:

".6 Contractor is to maintain at least single lane access on roads at all times. The Contractor shall comply with the temporary traffic control manual and all other specific requirements stipulated by Nova Scotia Transportation and Infrastructure Renewal.

.7 The Contractor is responsible for notifying the public and local businesses of traffic interruptions and/or detours."

Add the following new Sections:

17. COOPERATION AND COORDINATION

.1 The Contractor shall cooperate with the Owner, the Engineer, adjacent land owners, businesses, motoring public, pedestrians and all other parties involved in the same general area. The Contractor shall schedule his Work so that he does not interfere with activities of others, unless approvals are obtained in advance.

.2 The Contractor shall permit others to enter upon the site as required. The Contractor shall, to the satisfaction of the Engineer, allow all others reasonable access to the Work and cooperate with them in the performance of their duties and obligations.
.3 The Contractor shall limit his use of the site to that required for construction. Any areas of
the site to be used for storage of materials, temporary offices, stockpiling of materials, etc.,
shall be agreed with the Owner before the Contractor starts Work on-site.

.4 During the period of this Contract, the Owner may award or have awarded other Contracts
ancillary to or in the immediate vicinity of this Contract. In such an event, the Contractor
shall coordinate his Work with other Contractors on the site and shall provide for full co-
operation throughout the period of the Contract to ensure the satisfactory prosecution and
completion of the Project.

.5 Cooperate fully and coordinate with the Owner and the Engineer.

.6 The Contractor shall not be entitled to any separate or additional payment for Work,
materials and labour required to achieve and maintain cooperation and for delays or
schedule changes resulting from cooperation with others.

18. **EXISTING SERVICES**

.1 The Contractor shall maintain in working condition all existing services and laterals
including water, sanitary and storm sewers, power, telephone, cable TV, etc. This shall
include bracing and protection of existing services and provision of temporary services
where existing services must be disrupted for construction. The Contractor shall reinstate
the existing services to the Engineer's satisfaction. There shall be no measurement or
payment for relocation of services, protection and bracing of services, provision of
temporary services and reinstatement.

**Section 01 22 00 - MEASUREMENT AND PAYMENT**

Delete in its entirety and replace with Section 01 22 00s in this Document.

**Section 01 57 00 - ENVIRONMENTAL PROTECTION**

5. Pollution Control

Add the following:

“.8 The Contractor shall exercise effective dust control measures at all times. Do not allow dust
to be a nuisance to abutters/neighbours. Dust and debris shall be cleaned up daily during
the Work as required by the Owner and the Engineer, including holidays and weekends.

.9 Streets used for trucking shall be kept clean at all times by the Contractor, relative to spilled
debris, mud, dust, etc. Make good any damage to roads, streets, access routes, etc.
resulting from Contractor’s activities at Contractor’s expense.”
6. **Permits and Approvals**

Add the following:

“4 Erosion and sediment control plans shall be submitted for approval to Nova Scotia Environment (NSE) and the Owner upon request prior to start of construction and should be reviewed at the project preconstruction meeting.”

**Section 31 20 00 - EARTHWORK**

.1 Add the following to Clause 3.11:

".3 Results of laboratory and field density tests shall be submitted to the Engineer within 48 hours of testing.

.1 At least one field density test shall be taken for each gravel type for every 50 metres of new roadway, every 50 metres of curb and gutter and every 30 metres of storm sewer installation.

.2 All gravels testing will be considered incidental to the work and will not be measured for payment.

.4 Carry out laboratory analysis of grain size and Maximum Dry Density for Type 1 Gravels and Type 2 Gravels for every 500 tonnes of material placed and submit testing results to the Engineer within 48 hours of testing."

.2 Add the following to Clause:

"3.12 Proof Rolling

.1 Proof roll the subgrade prior to placement of road gravels. Over excavate any soft areas and backfill with approved granular fill, compacted in maximum 300 mm thick lifts."

**Section 32 12 16 – ASPHALT CONCRETE PAVING**

.1 Add the following Clauses:

"3.7 Testing

.1 A minimum of one series of tests per day shall be performed for each asphalt type placed. Additional tests will be required on each asphalt type for quantities exceeding 500 tonnes and multiples thereof (i.e., three tests required for quantities between 1000 tonnes and 1500 tonnes).

.2 The series of tests on asphalt shall include all of the following:

.1 Marshall Stability, kN
.2 Marshall Flow, x 0.25 mm
.3 Air Voids, %
.4 VMA, %
.5 Asphalt Cement Content, %
Gradation of Extracted Aggregate

There shall be at least one density test per day for every 50 linear metres of asphalt roadway surface placed per street.

All test results shall be recorded and forwarded to the Engineer within 48 hours of testing.

All asphalt testing will be considered incidental to the Work and will not be measured for payment.”

Section 32 16 00 – WALKS, CURBS AND GUTTERS

Add the following to Clause 3.3.1:

“Concrete curb and gutter shall be placed prior to the placement of asphalt in the roadway.”

Add the following Clause:

"3.7. Concrete Testing

At least one set (of three) of concrete test cylinders (100 mm x 200 mm) shall be taken for every 100 metres (linear) of curbing per street and for every 50 m² of concrete sidewalk placed and tested for compressive strength at 7 days (one cylinder) and 28 days (two cylinders). These results will be forwarded to the Engineer within 48 hours of testing.

All concrete testing will be considered incidental to the Work and will not be measured for payment.”

Section 33 39 00 – PRE-CAST MANHOLES, CATCH BASINS AND STRUCTURES

Add the following to Clause 2.4 – Metal Castings:

“.2 New manhole frames and covers shall be adjustable equal to AutoStable as supplied by Bibby Ste Croix with cover stamped “CBRM” or approved equal.

.3 New manhole frames and covers shall be installed in accordance with the manufacturer’s instructions to achieve a smooth transition from the new asphalt pavement surface to the new cover.”

Section 33 40 00 – STORM SEWERS AND CULVERTS

Add the following to Clause 2.1 – General:

“.2 All pipe and fittings to meet a minimum pipe stiffness rating of 320 kPa and have water tight joints.”
**ADDITIONAL SECTIONS:**

The following Sections are to be added to become Supplementary Specifications to the Standard Specifications:

.1 Section 00 21 00 - Information to Tenderers  
.2 Section 00 41 43 - Tender Form  
.3 Section 00 53 43 - Form of Agreement  
.4 Section 00 90 00 - Supplementary Specifications  
.5 Section 01 22 00s - Measurement and Payment

***END OF SECTION***
PART 1 - GENERAL

1. Unit prices are full compensation for the Work necessary to complete each item in the Contract and in combination for all Work necessary to complete the Work as a whole. The aggregate of all unit prices applied to final quantities and lump sum payments shall constitute full compensation for the entire Work of the Contract, as shown, specified and intended.

2. For every item, include all of the following as required where individual quantities are not provided in the Tender Form: project sign, mobilization, demobilization, traffic control, assistance to the Engineer, coordination with all utilities, environmental protection, protection of existing trees, reinstatement and all incidentals.

2. Additionally, for water, sanitary sewers and storm sewer systems include all of the following as required where individual quantities are not provided in the Tender Form: environmental protection, protection of existing trees, clearing and grubbing, common excavation, shoring, dewatering, backfilling, compaction, disposal of surplus common, joint restraints and thrust blocks, thrust anchors, testing, flushing and disinfection, dechlorination, marker stakes, tracer wire, traffic control, reinstatement and all incidentals.

3. All measurement shall be along a horizontal plane unless otherwise indicated.

4. The numbers of the items described below correspond to the numbers of the items in Section 00 41 43, Subsection 4 - Schedule of Quantities and Unit Prices.

5. The estimated quantities shown are provided solely for the purposes of comparing Tenders, and they are not guaranteed to be final, accurate or complete. Actual quantities will vary from those initially estimated and will not be grounds for renegotiation of Tendered unit prices. The unit prices shall be applicable to greater or lesser quantities. Payment shall be at the unit prices Tendered.

6. There shall be no payment for cold weather protection and curing of concrete. This is considered incidental to the Work. Costs associated with this shall be included in the appropriate pay items.

7. Progress payments for lump sum items shall be approximately equivalent to the percentage of the total Work of the item completed to the full satisfaction of the Engineer, as determined by the Engineer, unless pay schedule is identified in the pay items.

8. The following Work is considered incidental and shall not be measured or paid for separately: transportation and storage, shop drawings, survey, pumping of water, dust control, snow removal, investigations, meetings and progress reports, coordination and adjustment of schedule to suit utilities, samples and other submissions, and all other Work required to complete the Contract as intended shall be considered incidental to the Work and there shall be no measurement or payment for these items. All incidental costs shall be included in the unit rates and lump sum pay items provided in the Schedule of Quantities and Unit Prices.

9. Provisional Items shall mean that the unit price as Tendered shall be included in the Total Tendered Price and that the Owner reserves the right to delete all or portions of this item from the Total Tendered Price.
10. Unless otherwise specified, all materials necessary to complete the items listed in the Schedule of Quantities and Unit Prices and the finished Work are to be new materials supplied by the Contractor and the cost of such material is to be included in the Contractor’s prices.

PART 2 – PAYMENT ITEMS

EARTHWORK

8. Removal of Existing Street Features

Unit of Measurement: Lumpur Sum (LS)

This item includes: removal and proper disposal at an approved disposal site of existing street features, including, but not limited to asphalt pavement surface, culverts, existing catch basins leads and storm sewer piping specified for removal, patching holes in existing manholes and catch basins in which existing pipes are removed, miscellaneous structures as required, base and sub-base material to elevations shown, and proof rolling of the sub-base. This item also includes the milling of asphalt at locations designated for a lap of the new asphalt over existing asphalt to avoid a complete vertical joint at these locations, as well as protection of existing features to remain such as existing trees, shrubs and plantings that are not required to be removed as part of the work.

STORM SEWER SYSTEM

31. Pipe

.1 200 mm diameter SDR35 PVC Lawn Basin Leads

Unit of Measure: linear metre (m)

Method of Measurement: along centerline of pipe through manholes or catch basins.

This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel pipe bedding and pipe surround material; shoring; dewatering; placement and compaction of select backfill as required; supply and installation of 50 mm of rigid insulation over piping in areas shown in the project drawings; supply and installation of new storm sewer piping where identified on the project drawings and all required fittings (including “Insert-a-Tee” fittings or saddles to connect into the new storm sewer main or HDPE Lawn Basins as indicated on the project drawings).

This item excludes: supply, placement, compaction and testing of Type 1 and Type 2 Gravels required for reinstatement of the top of the pipe trench as shown on the drawings (payment for these items is covered under Pay Item 41); supply, placement, compaction and testing of Type C asphalt at the top of the pipe trench (payment for this item is covered under Pay Item 43).
.2  **300 mm diameter SDR35 PVC Catch Basin Leads**

Unit of Measure: linear metre (m)

Method of Measurement: along centerline of pipe through manholes or catch basins.

This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel pipe bedding and pipe surround material; shoring; dewatering; placement and compaction of select backfill as required; supply and installation of 50 mm of rigid insulation over piping in areas shown in the project drawings; supply and installation of new storm sewer piping where identified on the project drawings and all required fittings.

This item excludes: supply, placement, compaction and testing of Type 1 and Type 2 Gravels required for reinstatement of the top of the pipe trench as shown on the drawings (payment for these items is covered under Pay Item 41); supply, placement, compaction and testing of Type C asphalt at the top of the pipe trench (payment for this item is covered under Pay Item 43).

.3  **375 mm diameter 320 kPa HDPE Storm Sewer**

Unit of Measure: linear metre (m)

Method of Measurement: along centerline of pipe through manholes or catch basins.

This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel pipe bedding and pipe surround material; shoring; dewatering; placement and compaction of Select Backfill as required; supply and installation of 50 mm of rigid insulation over piping in areas shown in the project drawings; supply and installation of new storm sewer piping and all required fittings.

This item excludes: supply, placement, compaction and testing of Type 1 and Type 2 Gravels required for reinstatement of the top of the pipe trench as shown on the drawings (payment for these items is covered under Pay Item 41); supply, placement, compaction and testing of Type C asphalt at the top of the pipe trench (payment for this item is covered under Pay Item 43).

.4  **375 mm diameter Pre-Cast Concrete Storm Sewer**

Unit of Measure: linear metre (m)

Method of Measurement: along centerline of pipe through manholes or catch basins.
This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel pipe bedding and pipe surround material; supply and placement of geotextile and clear stone bedding and pipe surround material (in areas indicated in the project drawings); shoring; dewatering; placement and compaction of Select Backfill as required; supply and installation of 50 mm of rigid insulation over piping in areas shown in the project drawings; supply and installation of new storm sewer piping and all required fittings.

This item excludes: supply, placement, compaction and testing of Type 1 and Type 2 Gravels required for reinstatement of the top of the pipe trench as shown on the drawings (payment for these items is covered under Pay Item 41); supply, placement, compaction and testing of Type C asphalt at the top of the pipe trench (payment for this item is covered under Pay Item 43).

.5 450 mm diameter Pre-Cast Concrete Storm Sewer

Unit of Measure: linear metre (m)

Method of Measurement: along centerline of pipe through manholes or catch basins.

This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel pipe bedding and pipe surround material; supply and placement of geotextile and clear stone bedding and pipe surround material (in areas indicated in the project drawings); shoring; dewatering; placement and compaction of Select Backfill as required; supply and installation of 50 mm of rigid insulation over piping in areas shown in the project drawings; supply and installation of new storm sewer piping and all required fittings.

This item excludes: supply, placement, compaction and testing of Type 1 and Type 2 Gravels required for reinstatement of the top of the pipe trench as shown on the drawings (payment for these items is covered under Pay Item 41); supply, placement, compaction and testing of Type C asphalt at the top of the pipe trench (payment for this item is covered under Pay Item 43).

32. Manholes

.1 1200 mm dia. Pre-Cast Concrete Storm Sewer Manhole, c/w “Autostable” Adjustable Frame and Cover by Bibby Ste Croix

Unit of Measure: Each

This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel manhole bedding; shoring; dewatering; placement and compaction of Select Backfill; supply and installation of a new pre-cast concrete catch basin, including “Autostable” Adjustable Frame and Cover by Bibby Ste Croix and grade rings as required and as indicated on the drawings.
33. Catch Basins

.1 600 mm square, Pre-Cast Concrete Catch Basin, c/w IMP S-401 Frame and Grate

Unit of Measure: Each

This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel catch basin bedding; shoring; dewatering; placement and compaction of select backfill; supply and installation of a new pre-cast concrete catch basin, including IMP S-401 Frame and Grate and grade rings as required and as indicated on the drawings.

.2 375 mm dia., 320 kPa HDPE Lawn Basin, c/w Soleno Cast Iron Frame and Grated Cover

Unit of Measure: Each

This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel lawn basin bedding; shoring; dewatering; placement and compaction of select backfill; connection into new infrastructure as indicated on the project drawings; supply and installation of a new HDPE lawn basin, including Soleno Cast Iron Frame and Grated Cover as indicated on the drawings.

.3 1050 mm dia., Pre-Cast Concrete Catch Basin, c/w IMP S-401 Frame and Grate

Unit of Measure: Each

This item includes: common excavation; supply, placement, compaction and testing of Type 1 Gravel catch basin bedding; shoring; dewatering; placement and compaction of select backfill; supply and installation of a new pre-cast concrete catch basin, including IMP S-401 Frame and Grate and grade rings as required and as indicated on the drawings.

40. Rock Lined Swale for Outfall of New Storm Sewer

.1 At Discharge Point of New Storm Sewer at Connaught Street

Unit of Measure: Each

This item includes: common excavation; dewatering; supply and placement of geotextile; supply and placement of Type C3 Clear Stone.
STREET CONSTRUCTION

41. Gravels

.1 Type 1

Unit of Measure: tonne

Method of Measurement: scale tickets signed by Engineer

This item includes: supply, placement and compaction of gravels in the reconstructed road bed to lines and elevations indicated, as well as gravels testing, including Type 1 gravel placed beneath new curb and gutter.

Note: Payment for Type 1 granular material will not be made unless supported by scale tickets signed by the Engineer, the Engineer’s representative or the Owner’s representative at the time of delivery of materials to the site. This is to be strictly adhered to.

.2 Type 2

Unit of Measure: tonne

Method of Measurement: scale tickets signed by Engineer

This item includes: supply, placement and compaction of gravels in the reconstructed road bed to lines and elevations indicated, as well as gravels testing, including Type 2 gravel placed beneath new curb and gutter.

Note: Payment for Type 2 granular material will not be made unless supported by scale tickets signed by the Engineer, the Engineer’s representative or the Owner’s representative at the time of delivery of materials to the site. This is to be strictly adhered to.

43. Asphalt Concrete

.1 Type C – Spreader Placed

Unit of Measure: tonne

Method of Measurement: scale tickets signed by Engineer

This item includes: supply, placement and compaction to lines and elevations indicated, as well as asphalt testing for reconstruction of the road bed.
Note: Payment for Type C asphalt will not be made unless supported by scale tickets signed by the Engineer, the Engineer’s representative or the Owner’s representative at the time of delivery of materials to the site. This is to be strictly adhered to.

4. **Type C – Hand Patched**

   Unit of Measure: tonne

   Method of Measurement: scale tickets signed by Engineer

   This item includes: supply, placement and compaction to lines and elevations indicated, as well as asphalt testing for reconstruction of driveways.

   Note: Payment for Type C asphalt will not be made unless supported by scale tickets signed by the Engineer, the Engineer’s representative or the Owner’s representative at the time of delivery of materials to the site. This is to be strictly adhered to.

44. **Curb and Gutter**

   Unit of Measure: linear metre (m)

   Method of Measurement: along top face of curb and gutter

   This item includes: cast-in-place concrete curb and gutter, including supply, placement and compaction of select backfill behind the curb, as indicated. This item also includes concrete testing as specified.

49. **Adjust Existing Valve Box Covers**

   Unit of Measure: Each

   This item includes: raising or lowering existing water valve box covers as required.

53. **Replace Existing Non-Adjustable Manhole Frames and Covers with New Adjustable Frames and Covers**

   Unit of Measure: Each

   This item includes: replacement of existing manhole frames and covers as required with new “Autostable” Adjustable Frames and Covers by Bibby Ste Croix, including supply and placement of new pre-cast concrete grade rings as required.
LANDSCAPING

61. Topsoil and Sod

Unit of Measure: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth

This item includes: supply and placement of topsoil, lime and fertilizer, sod, required accessories and maintenance.

PROVISIONAL ITEMS

71. Trench Excavation – Rock

Unit of Measure: cubic metre (m³)

Method of Measurement: average end area method between changes in rock cross section. Dimensions used to calculate end areas shall be theoretical trench width as indicated in Section 39 00 00 – Standard Detail 01 22 00 - 01, and depth from surface of rock as exposed on sides of trench after excavation to bottom of specified bedding for each pipe in trench.

Boulders larger than one-half cubic metre, any portion of which is within theoretical trench, will be classified as rock. Boulders removed from trench shall be measured along the three maximum perpendicular axes.

This item includes: all incremental work for rock excavation and disposal of surplus material over and above cost of common excavation, which is included in price for pipe and related items.

72. Trench Excavation – Unsuitable Material

Unit of Measure: cubic metre (m³)

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

This item includes: all excavation of unsuitable material beyond limits of the theoretical trench as indicated in Section 39 00 00 – Standard Detail 01 22 00 - 01, and disposal. Written authorization of Engineer required.
73. **Replacement of Unsuitable Material with Selected Site Material**

Unit of Measurement: cubic metre (m³)

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

This item includes: placement and compaction of selected site material in locations where unsuitable material has been excavated from the trench beyond the limits of the theoretical trench as indicated in Section 39 00 00 - Standard Detail 01 22 00-01. Written authorization of Engineer required.

76. **Replacement of Unsuitable Material with Type 2 Gravel**

Unit of Measurement: tonne

Method of Measurement: scale tickets signed by Engineer

This item includes: supply, placement and compaction Type 2 gravel in locations where unsuitable material has been excavated from the trench beyond the limits of the theoretical trench. Written authorization of Engineer required.

Note: Payment for Type 2 granular material will not be made unless supported by scale tickets signed by the Engineer, the Engineer’s representative or the Owner’s representative at the time of delivery of materials to the site. This is to be strictly adhered to.

***END OF SECTION***
Cape Breton Regional Municipality

COVID-19 Protocol for Contractors and Suppliers

Date: April 20, 2020

Any contractor or supplier hired by Cape Breton Regional Municipality (CBRM) must adhere to the following protocols while working within and CBRM owned facility, or any CBRM owned property:

- Contractors and Suppliers must have their own COVID-19 Pandemic Plans prior to starting any work for CBRM. It must be available upon request.
- Contractors or suppliers must seek approval prior to visiting and CBRM owned facility or property. Approval will be granted by the Manager/Director responsible for the specific site.
- Contractors and suppliers shall only carry out work in approved areas during approved times. Any changes to work scope, schedule or location of work must be pre-approved by CBRM.
- Anyone who has travelled outside of Canada or Nova Scotia cannot carry out work at a CBRM facility or property until they have completed 14 days of self-isolation, measured from the date of their return to the Province. Any exemptions will have to be granted by Public Health.
- When carrying out work within a CBRM facility, the Supplier or Contractor may only utilize up to 5 individuals to carry out the work. Outdoor construction sites are exempt from this requirement.
- Supplier and Contractors must practice physical distancing of 2 meters (6 feet).
- Number of in person meetings should be limited. If required, they should be 5 people or fewer, while maintaining physical distancing protocol. Use of teleconference and videoconference for meetings is encouraged.
- The Supplier or Contractor must supply all employees with necessary materials to carry out regular disinfections of tools, equipment, and work areas. Where work is being carried out in a facility or area or worksite that does not have a washroom, the contractor or Supplier must provide the necessary equipment to allow for regular handwashing.
- Suppliers and Contractors shall follow all guidance/requirements as issued by the Nova Scotia Medical Officer of Health and Public Health.
- All Contractors and Suppliers must, to the best of their ability, closely self-monitor their health, and if their status changes then they must follow Public Health protocols. (e.g. contact 811)
• Should any contractor or supplier exhibit any symptoms of COVID-19 during the period they are providing services to CBRM, or within the 2 weeks following, they must advise CBRM immediately.
2020 novel coronavirus (COVID-19) self-assessment

1. Are feeling unwell with any of the following symptoms:
   - Fever, new cough or difficulty breathing (or a combination of these symptoms)?
   - Muscle aches, fatigue, headache, sore throat, runny nose or diarrhea?

2. And have experienced any of the following:
   - Have you travelled outside of Canada or Nova Scotia in the last 14 days?
   - Have you been in close contact (within 2 meters) with someone with a confirmed case of COVID-19?
   - Have you been in close contact (within 2 metres) with someone who has returned from another country in the past 14 days and who has a fever higher than 38°C, a new cough or a cough that’s getting worse?

If you answered Yes to any of the following, contact 811. CBRM will have to restrict you from entering our buildings to provide service at this time.

If you answered no to all questions above, CBRM requests you to practice the following on our sites:

   - Wash your hand with soap and water or hand sanitizer upon entry to our facilities
   - Practice social distancing (2m or 6 feet)
   - Practice good hygiene practices (coughing into sleeves, etc)