Tender Documents For

CBRM_T13-2019

RESTORATION OF
CHAPEL POINT BATTERY COMMAND POST

PHASE 1B

June 2019

Prepared By:

DILLON
CONSULTING
PREFACE

These project documents have been prepared for use with and require being read in conjunction with the Standard Specification for Municipal Services as published by the Nova Scotia Road Builders Association - Consulting Engineers of Nova Scotia Joint Committee on Contract Documents. Copies of the Standard Specifications are available from the Joint Committee on Contract Documents, 18 Laurier Street, Dartmouth, Nova Scotia B3A 2G7; Telephone: (902) 233-9362 or e-mail nsmunicipalservices@gmail.com.
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**DRAWINGS**

Generally Entitled: RESTORATION OF CHAPEL POINT BATTERY COMMAND POST PHASE 1B  
Dated: JUNE 2019  
Specifically Entitled:

<table>
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<th>Sheet No.</th>
<th>Title</th>
<th>Latest Revision</th>
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<tr>
<td>L1</td>
<td>Fence Location Plan</td>
<td>0</td>
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</tbody>
</table>
REQUEST FOR TENDER

CBRM_T13-2019

CHAPEL POINT BATTERY RESTORATION PROJECT PHASE 1B

Closing: THURSDAY, JUNE 13, 2019 at 3:00 pm local time

Cape Breton Regional Municipality
Procurement Section
Suite 102, 1st Floor
320 Esplanade
Sydney, NS B1P 7B9
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

☐ TRIPLICATE (3) IDENTICAL COPIES OF SUBMISSION IN A SEALED ENVELOPE PROPERLY LABELED WITH CORRECT NUMBER CBRM_T13-2019

☐ LETTER OF GOOD STANDING FROM WORKERS COMPENSATION (WCB)

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

☐ 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

☐ GENERAL INSURANCE

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

__________________________________________

DATED THIS ________ DAY OF ________________, 2019.

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 MAY RESULT IN DISQUALIFICATION OF YOUR BID.
INSTRUCTIONS TO BIDDERS

REQUEST FOR TENDER
CHAPEL POINT BATTERY RESTORATION PROJECT PHASE 1B

Closing: Submit to the undersigned up to 3:00 P.M., THURSDAY, JUNE 13, 2019, the bid must be returned in a sealed envelope in TRIPlicate (3) IDENTICAL COPIES and must clearly designate CBRM_T13-2019 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 (NCSA), 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
MUNICIPAL BY-LAW COMPLIANCE CERTIFICATE

This document forms part of and is incorporated in to 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.

________________________ (hereinafter referred to as “The Bidder”) does hereby certify that the Bidder has not been found guilty of violation of any Cape Breton Regional Municipal By-Laws and has not been found to have contravened the Dangerous and Unsightly Provision of the Municipal Government Act S.N.S. 1998, c. 18 and furthermore hereby agrees to comply with all Cape Breton Regional Municipal By-Laws and the Dangerous and Unsightly provision of the Municipal Government Act, S.N.S. 1998, c. 18. The Bidder understands and agrees that any finding of guilt or contravention of any Cape Breton Regional Municipal By-Laws and provisions will result in the Tender being revoked and the Bidder being precluded from bidding on any subsequent Tender for a period of thirty-six months.

Witness

Bidder

________________________

CBRM INTERNAL USE ONLY

Approved by: ____________________________
Title: ____________________________
Date: ____________________________
SCHEDULE “B”

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 others 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>
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<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 in to 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.

* Yes  * No

Do you provide on the job training to all employees?

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.

* Yes  * No

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

Please Describe:

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

* Yes  * No

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
SECTION 00 21 00

INFORMATION TO TENDERERS
PROJECT: RESTORATION OF CHAPEL POINT  
BATTERY COMMAND POST PHASE 1B

OWNER: CAPE BRETON REGIONAL MUNICIPALITY  
320 Esplanade  
Sydney, Nova Scotia  
B1P 7B9

ENGINEER: DILLON CONSULTING LIMITED  
275 Charlotte Street  
Sydney, Nova Scotia  
B1P 1C6

1. Tender  
   .1 Submit completed Tender Form for above project in sealed envelope marked as follows:

   TENDER  
   Restoration of Chapel Point Battery Command Post Phase 1B  
   Tender CBRM_T13-2019  
   Closing at 3:00 p.m. local time June 13, 2019

   CAPE BRETON REGIONAL MUNICIPALITY  
   Procurement Section, Suite 102, 1st Floor  
   320 Esplanade  
   Sydney, Nova Scotia  
   B1P 7B9

   Attention: Emily Neville, Procurement Officer, Financial Services

2. Post Tender  
   .1 Submit post-tender submission documents no later than two (2) work days after tender closing to be eligible to receive award of Contract.

   .2 Certificate of Recognition:  
      .1 Submit copy of Tenderer’s current and valid Certificate of Recognition issued by a Workers’ Compensation Board approved audit company.  
      .2 Out of province companies shall submit a current and valid Certificate of Recognition from their province of origin or from a recognized safety association which uses an external audit element.

   .3 Workers’ Compensation Board Clearance:  
      .1 Submit a copy of Tenderer’s current valid clearance letter issued by the Workers’ Compensation Board of Nova Scotia.
2. Out of province Tenderers will have to satisfy a Workers’ Compensation Board approved audit company in respect to their safety status prior to being awarded a Contract.

3. Tender Opening

   .1 Tenders will be opened on June 13, 2019 at 3:00 p.m. in the first floor boardroom of the offices of the Cape Breton Regional Municipality, 320 Esplanade, Sydney, Nova Scotia. Opening will be public.

4. Accuracy of Referencing

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

5. 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.

6. 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.

7. Clarification and Addenda

   .1 Notify CBRM Buyer, Ms. Emily Neville, in writing not less than four (4) working days before Tender Closing of omissions, errors or ambiguities found in Contract Documents. If it is determined that a correction, explanation or interpretation is necessary, a written addendum will be issued. All addenda will form part of the Contract Documents and will be posted on the Nova Scotia Government website.

   .2 Confirm in the Tender that all addenda have been received.

8. Preparation of Tender

   .1 Complete Tender Form provided with Project Documents in ink or by typewriter. Tender all items and fill in all blanks. Have corrections initialled by person signing Tender.

   .2 Tender Form submitted is to be an original. Two copies of the original are also to be submitted at time of tendering.

9. Contingency Allowance

   .1 A Contingency Allowance is included in Section 00 41 43 – Tender Form. This amount covers any cost for extra work as directed by the Engineer which is not included in the items in the Schedule of Quantities and Unit Prices. Specific information regarding the use of this Contingency Allowance is provided in Section 01 22 00 – Measurement and Payment.
10. **Sub-Contractors**
   
   **and Suppliers**
   
   Name suppliers and sub-contractors as set out in the Tender Form. Such suppliers and sub-contractors as are stated therein must be adhered to unless otherwise directed or permitted by the Engineer, in writing.

11. **Taxes**
   
   .1 Include all taxes except Harmonized Sales Tax (HST) in tender unit prices.
   
   .2 Tenderers shall add the Harmonized Sales Tax on the line provided in the Tender Form and include the amount in the Total Price.
   
   .3 The Contractor will indicate on each application for payment, as a separate amount, the appropriate Harmonized Sales Tax (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.

12. **Tender Security**
   
   Provide Tender Security with Tender in a minimum amount of ten percent (10%) of the Estimated Contract Price in the form of a Certified Cheque or Money Order payable to the Owner, or a Bid Bond on CCDC Form 220.

13. **Contract Security**
   
   Refer to Section 00 72 45 - General Conditions of the Civil Work Contract, subsection GC11.2 - CONTRACT SECURITY for form of Contract Security. Refer to project documents for amount of contract security and alternative type of contract security, if applicable.

14. **Insurance**
   
   Refer to Section 00 72 45 - General Conditions of the Civil Work Contract, subsection GC11.1 - INSURANCE, for insurance required.
   
   .2 As a minimum, General Liability Insurance, Automobile Liability Insurance, All Risk Property Insurance and Contractors Equipment Insurance will be required for this contract.

15. **Form of Agreement**
   
   Form of Agreement is attached for information purposes only.

16. **Return of Tender Security**
   
   .1 All except the three lowest acceptable Tenderers within 7 days of Tender opening.
   
   .2 Two remaining unsuccessful Tenderers within 7 days of date of Award.
.3 Successful Tenderer following receipt by Owner of executed Agreement, specified Contract Security, and Insurance documents.

17. Amendment or Withdrawal of Tender

.1 Tenders may be amended or withdrawn by post or facsimile.

.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 Restoration of Chapel Point Battery Command Post Phase 1B, CBRM_T13-2019”. Sign and seal as required for Tender, and submit at address given for receipt of Tenders prior to time of Tender Closing.

18. Informal or Unbalanced Tenders

.1 Tenders which in the opinion of the Owner are considered to be informal or unbalanced may be rejected.

19. 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 any liability to affected Tenderers.

*** END OF SECTION 00 21 00 ***
1. **SALUTATION**

.1 To: Cape Breton Regional Municipality

320 Esplanade

Sydney, Nova Scotia, B1P 7B9

.2 For: RESTORATION OF CHAPEL POINT BATTERY COMMAND POST PHASE 1B

Tender CBRM T-13-2019

.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 total tendered price shall be the sum of the products of the tendered unit prices times the estimated quantities in Subsection 4 hereunder.

.3 That this Tender is valid for acceptance for sixty (60) days from the time of Tender Closing.

.4 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 22 00 Measurement and Payment.
.5 To provide evidence of ability and experience within five (5) working days of request, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on project, and financial resources.

.6 To execute in triplicate the Form of Agreement and forward same together with the specified contract security and insurance documents to the Owner within ten (10) working days of written notice of award.

.7 That failure to provide post-tender submission documents or enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.

.8 That if certified cheque 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 Standard Specifications for Municipal Services listed in Table of Contents page dated January 2019.

.2 Project Documents

.1 Instructions to Bidders

.2 Tender Form

.3 Form of Agreement

.4 Supplementary Specifications

Section 00 72 45 – General Conditions of Civil Work Contract
Section 01 10 00 – General Requirements
Section 01 22 00 – Measurement and Payment
Section 31 20 00 – Earthwork
.5 Drawings:

Generally Entitled: Restoration of Chapel Point Battery Command Post Phase 1B

Dated: June 2019

Specifically Entitled:

<table>
<thead>
<tr>
<th>Sheet No.</th>
<th>Title</th>
<th>Latest Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>Fence Location Plan</td>
<td>0</td>
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</tbody>
</table>

.6 Addenda as issued and as confirmed in subsection 2.4 of this section.
### 4. SCHEDULE OF QUANTITIES AND UNIT PRICES

<table>
<thead>
<tr>
<th>Item</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>8.</td>
<td>Mobilization/ Demobilization</td>
<td>L.S.</td>
<td>N.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>64.</td>
<td>Chain Link Fences and Gates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>.1 2.44m High Industrial Galvanized Chain Link Fence</td>
<td>m</td>
<td>275</td>
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<td>$</td>
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<tr>
<td></td>
<td>.2 1.52m High Black Industrial Fence</td>
<td>m</td>
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<td>.3 1.07m High Black Industrial Fence</td>
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<tr>
<td>66.</td>
<td>Armour Stone</td>
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<tr>
<td></td>
<td>.1 2,000kg</td>
<td>each</td>
<td>6</td>
<td>$</td>
<td>$</td>
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**SUBTOTAL**

**GENERAL CONTINGENCY ALLOWANCE*** $9,000.00

**TOTAL TENDERED PRICE (excl. all taxes)**

**H.S.T. (15% of Total Tendered Price)**

**TOTAL ESTIMATED CONTRACT PRICE (incl. all taxes)**

* The tenderer agrees that no part of the Contingency Allowance shall be expended without the written direction of the Engineer, and any part not so expended shall be deducted in whole from the Total Tendered Price.

### 5. COMPLETION TIME

.1 Tenderer agrees to substantially complete the work within _______ weeks of written notification of award.
6. CONSTRUCTION EQUIPMENT

.1 Tenderer is to provide a complete list of equipment to be used during this project (provide a separate sheet if necessary to identify all equipment). The unit 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>
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7. PERSONNEL

.1 Tenderer is to provide a complete list of personnel to be used during this project (provide a separate sheet if necessary to identify all staff). The unit 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.

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<tr>
<th>Personnel</th>
<th>Hourly Rate</th>
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8. SUBCONTRACTORS

.1 Tenderer agrees to use the following sub-contractors on the following portions of the work: (If the work is not being sub-contracted, it should be noted “Our Forces”)

Fencing

Armour Stone

and agrees that such sub-contractors will be adhered to unless otherwise directed or permitted, in writing, by the Engineer.
9. SUPPLIERS AND MANUFACTURERS

.1 Tenderer agrees to use the following Suppliers and Manufacturers for the following items of work:

Fencing

Armour Stone

and agrees that such suppliers and manufacturers will be adhered to unless otherwise directed or permitted, in writing, by the Engineer.

10. BONDS

.1

which is willing to become bound with the Tenderer, as Surety, in the amounts and under the conditions stipulated in the Contract Documents. A "Consent of Surety" is included with this Tender, executed under corporate seal by the above Surety and stating its intention to provide the required Performance, and Labour and Materials, Bonds.
11. SIGNATURE*

DATED THIS __________ DAY OF ______________________, 2019.

(Seal)

__________________________
Name of Firm Tendering

Witness

Signature of Signing Office

__________________________
Name and Title (Printed)

Signature of Signing Officer

Witness

__________________________
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.
SECTION 00 53 43

FORM OF AGREEMENT
This Agreement made on the ___ day of _____ in the year 2019.

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

Restoration of Chapel Point Battery Command Post Phase 1B
located at Sydney Mines in Cape Breton County for which the Agreement has been signed
by the parties, and for which

Dillon Consulting Limited
is acting as and is hereafter 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 2019 and attain Substantial
Performance of the work as certified by the Engineer by the ___ day of _____ in the year ___.

ARTICLE A2 - AGREEMENTS AND AMENDMENTS

The 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 Standard Specifications for Municipal Services
   Table of Contents dated January 2019.

.2 Project Documents
   .1 Instructions to Bidders
   .2 Tender Form
   .3 Form of Agreement
   .4 Supplementary Specifications:
      Section 00 72 45 – General Conditions of Civil Work Contract
      Section 01 10 00 – General Requirements
      Section 01 22 00 – Measurement and Payment
      Section 31 20 00 – Earthwork

.5 Drawings:
   Generally Entitled: Restoration of Chapel Point Battery Command Post 1B
   Dated: June 2019
   Specifically Entitled:

   \[\begin{array}{ll}
   \text{Sheet No.} & \text{Title} \\
   \hline
   L1 & \text{Fence Location Plan} \\
   \end{array}\]
   \[\text{Latest Revision}\]

   .6 Addenda _ to _. 
ARTICLE A4 - CONTRACT PRICE

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

.2 The Estimated Contract Price is $______________________.

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

.4 All amounts shall be in Canadian funds.

.5 The Contract Price is the sum of the products of the actual final quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, multiplied by the appropriate Unit Prices from the Tender together with any adjustments that are made in accordance with the provisions of the Contract Documents excluding the amount of Harmonized Sales Tax.

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 monthly payments shall be calculated as follows:

  .1 The quantity for each pay item on which actual work has been performed shall be measured.
  .2 For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.
  .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
  .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from subsection 3.2 and 3.3 of this Article.
  .5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under subsection 3.4 of this Article.
  .6 To the amount calculated above, the Harmonized Sales Tax will be added.

.4 The last day of the payment period shall be the last working day of the month.

.5 Upon Substantial Performance of the Work as certified by the Engineer the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC5.8 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK.

.6 Upon the issuance of the final certificate for payment as certified by the Engineer, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45 - General Conditions, subsection GC5.10 - FINAL PAYMENT.
.7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC 11.1 - INSURANCE.

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

.1 The annual interest rate applicable to the contract is three percent (3%) compounded semi-annually.
.2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES

.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, or by facsimile or other form of electronic communication 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 five (5) working days after the date on which it was mailed.

.4 A Notice in Writing sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day 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, Nova Scotia, B1P 7B9.

.2 The Contractor at ____________________________________________

.3 The Engineer at Dillon Consulting Limited, 275 Charlotte Street, Sydney, Nova Scotia, B1P 1C6.
ARTICLE A7 - QUANTITIES AND MEASUREMENT

.1 The quantities shown in Section 00 41 43 Tender Form - Schedule of Quantities and Unit Prices are estimated.

.2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with Section 01 22 00 - Measurement and Payment.

ARTICLE A8 - SUCCESSION

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

ARTICLE A9 - RIGHTS AND REMEDIES

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

ARTICLE A10 - TIME

Time shall be construed as being of the essence of the Contract.
SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their duly authorized representatives.

CONTRACTOR
[Seal]

Company Name

Witness

Signature of Signing Officer

Name and Title of Person Signing

Name and Title (printed)

Signature of Signing Officer

Name and Title (printed)

OWNER
[Seal]

Cape Breton Regional Municipality

Company Name

Witness

Signature of Signing Officer

Name and Title of Person Signing

Name and Title (printed)

Signature of Signing Officer

CBRM, Mayor

CBRM, Municipal Clerk

Name and Title (printed)

(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 00 53 43 ***
SECTION 00 60 00

SUPPLEMENTARY SPECIFICATIONS
1. **INTENT**

   1. The work of this contract is to be constructed in accordance with the Standard Specifications for Municipal Services as developed and published by the Nova Scotia Road Builders Association and Consulting Engineers of Nova Scotia Joint Committee on Contract Documents, except as modified herein.

   2. These Supplementary Specifications modify the specification sections to which they refer.

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

2. **SECTION 00 72 45 - GENERAL CONDITIONS OF CIVIL WORK CONTRACT**

   **GC 2.2 - ROLE OF THE CONSULTANT**

   1. Delete Subsection 2.2.2 and replace with the following:

      
      
      
   

   12. If the Owner and Consultant agree, the Consultant will provide at the site one or more Project Representatives to assist the Consultant in carrying out his duties. Project Representatives are required to see that the provisions of the Contract are faithfully adhered to, especially in regards to quality of workmanship and materials. Project Representatives will have the authority to reject work which in their opinion does not conform to the Contract Documents.”

   **GC 5.4 – BASIS OF 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 his 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 ten percent (10%) to cover handling charges, overhead and profit.

      4. **Specialist Sub-Contractors’ Rates:** will be paid for at cost as substantiated by invoices from sub-contractors, plus ten percent (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 Project 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 APPLICATIONS FOR PROGRESS PAYMENT

.1 Add the following clause:

"5.5.7 Contractor to submit a Statutory Declaration with each application for progress payment verifying that there are no outstanding liens, garnishees, attachments or claims relating to the work except for amounts properly retained as a holdback or as an identified amount in dispute."

GC 5.6 - PROGRESS PAYMENT

.1 Change Subsection 5.6.2 by replacing “5 Working Days” with “30 Days”.

GC 5.8 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Replace Subsection 5.8.1 with the following:

"Holdback monies shall not be released until the Contractor has submitted the following documents, each in a form satisfactory to the Consultant dated after the expiration of sixty days from the date of Substantial Performance of the Work as specified in the Certificate of Substantial Performance issued by the Consultant.

.1 Statutory Declarations verifying that all liabilities incurred by the Contractor and his Sub-Contractors in carrying out the Work have been paid and there are no outstanding liens, garnishees, attachments or claims relating to the work except for amounts properly retained as a holdback or as an identified amount in dispute.

.2 A certificate of clearance from the Workers' Compensation Board of the Province in which the Work is being performed certifying the Contractor's compliance with the requirements, if any, of the Workers Compensation Act of the Province in which the Work is being performed, including any payment due thereunder.

.3 All warranties required under the provision of this contract, whether originating from the Contractor or Sub-Contractors or Suppliers.

.4 A copy of the Tenderer’s current and valid Letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association and the Province of Nova Scotia Department of Labour."

.2 Revise Subsection 5.8.2 as follows:

“5.8.2 Sixty days after the contract is substantially performed the holdback amount may be reduced to two and one-half percent of the value of the work, service and materials actually done, placed or finished and this balance of two and one-half percent shall be retained until all required work, including warranty work, is performed completely.”

.3 Replace Subsection 5.8.4 with the following:

“5.8.4 The Owner shall make payment to the Contractor on account no later than 30 Days after the date of a certificate for payment issued by the Consultant.”
GC 6.4 - CONCEALED OR UNKNOWN CONDITIONS

.1 Add the following Subsections to Clause 6.4:

"6.4.5 Utilities of various types as well as structures immediately adjacent to the line of the work have been shown on the Drawings. The locations of these utilities, buildings, and structures are shown using the best information available but no guarantee is given that the locations are absolutely accurate or that utilities or structures other than those shown are not present.

6.4.6 The Contractor shall carefully examine the location of the work and make special enquiry of the companies or individuals owning, controlling or operating any services and structures, and determine to his own satisfaction the location of such services and structures. The Contractor shall not make any claims against the Owner for damages or additions to the Work caused or occasioned by his relying upon such information.

6.4.7 The Contractor shall, at his own cost and expense, sustain in their places and protect from injury any and all services, structures or property in the vicinity of his work, whether over or underground, or which appear within the excavation, and he shall assume all costs and expenses for damages which may be occasioned by injury to any of them. He shall at all times have sufficient quantity of timber and plank, chains, etc., on the site and shall use the same as required for sheathing or sheet-piling and bracing the sides, roofs and ends of excavations, and for sustaining or supporting any and all the structures that are endangered.

6.4.8 If damage of any structure, utility or improvement occurs, even though special precautions have been employed, the Contractor shall be entirely responsible for such damage and all such damage shall be satisfactorily rectified at the Contractor's expense.

6.4.9 Should the location or position of any service, utility or other underground structure be such as, in the opinion of the Consultant, to require its removal, realignment or change, or if the locations be such that they intersect a pipe line structure, the work of removal, realignment or change only shall be without cost to the Contractor, but such structure shall be stripped or uncovered, and supported or sustained, by the Contractor, at his own cost and expense, before such removal or before and after such realignment or change, as constituting part of the Contract. The Contractor shall not become entitled to claim any damage or extra compensation from or on account of the presence of such structure or on account of any delay due to removal or rearrangement of the same, but the Contractor shall be entitled to such an extension of the time for completion of the Contract as the Consultant shall decide is equivalent to the time that the work has been delayed by any delay in the removal, realignment or change of any such obstructions."

GC 6.5 - DELAYS

.1 Add the following Subsection:

"6.5.6 If, in the opinion of the Engineer, the critical path of the project schedule will be adversely affected by delays in completing the work, the Engineer may order the contractor to employ additional labour and equipment or work overtime at no cost to
the owner (except when making up time due to delays of the kinds referred to in clause 6.5.1, 6.5.2 and 6.5.3 hereof) to bring the work back on the contract work schedule. Should the Contractor fail to comply with such orders, the owner shall have the right to employ the required labour and equipment and (except when making up time lost due to delays of the kinds referred to in clauses 6.5.1, 6.5.2 and 6.5.3 hereof) deduct the cost of same from any payment then or thereafter due to the contractor.”

GC 6.7- QUANTITY VARIATIONS

.1 Delete Subsections 6.7.1, 6.7.2, 6.7.3, 6.7.4 and 6.7.5. Price adjustments due to quantity variations will not be permitted.

GC 9.5 - CONSTRUCTION SAFETY

.1 Add the following Subsection:

"9.5.2 The Contractor shall develop and be responsible for the implementation of a comprehensive safety program covering all aspects of the Work. A copy of this program shall be delivered to the Consultant prior to any work being conducted on the project."

GC 11.2 - CONTRACT SECURITY

.1 Delete Subsection 11.2.1 and replace with the following:

"11.2.1 The Contractor shall provide to the Owner Performance, and Labour and Material Payment Bonds, each for fifty percent (50%) of the Total Estimated Contract Price as defined in section 00 53 43.”

.2 Add the following Subsection:

"11.2.3 As an alternative to the bonds listed above, the Contractor may authorize retention of their 10% Tender Security and provide an additional 10% Contract Security certified cheque. The certified cheques shall represent the Contract Security and shall have the same effect as the specified bonds. The Certified Cheques will be cashed and when the contract security is returned, no interest will be paid. If the requirements of the Contract are met, the contract security will be returned following the expiration of the contract warranty period.”

3. SECTION 01 10 00 - GENERAL REQUIREMENTS

SUBSECTION 2 - SUMMARY OF WORK

Add the following:

"2 The work to be completed under this contract includes but is not limited to the following:

.1 Supply and installation of fencing on site as indicated on drawings;

.2 Supply and placement of armour stone as indicated on drawings;
.3 Reinstatement of all disturbed surfaces and,

.4 All related work and incidentals associated with the above work.”

SUBSECTION 5 - EXISTING SITE CONDITIONS

.1 Add the following new Subsection:

".3 Locations of existing buried utilities as indicated on the drawings are approximate only. Contractor is responsible to confirm actual locations of utilities prior to construction. Contractor is to arrange for a representative from Aliant and NSPI to determine whether underground cable exists in the area."

SUBSECTION 7 - SUBMITTALS, 7.1 - Shop Drawings

.1 Add the following new Subsections:

".8 Submit, for review, shop drawings for:

.1 Fencing – including fabric posts and miscellaneous details”

SUBSECTION 8 - RECORD DRAWINGS

.1 Delete entire Clause and replace with the following:

"8. RECORD DRAWINGS .1 The Consultant will provide three (3) sets of full-size whiteprints for Record Drawings purposes.

.2 The Contractor is to retain project records for 6 years after substantial performance of the work.

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

.4 Mark changes in red on one set of whiteprints.

.5 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 Consultant;

.3 location 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.

.6 At completion of project and prior to final inspection, neatly transfer records to the second and third 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 one set of Record Drawings to the Consultant.

.8 Retain one set of Record Drawings for a period of 6 years after substantial completion of the work.”

SUBSECTION 10 – TEMPORARY SITE FACILITIES

.1 Delete Subsection 10.6 and replace with the following:

"10.6 Power is not available at this site. Therefore, temporary power will not be provided by the Owner. The Contractor will be responsible to provide construction power by supplying and operating their own generators."

SUBSECTION 11 - DELIVERY OF MATERIALS AND USE OF THE SITE

.1 Revise Subsection 11.1 to read:

".1 Confine equipment, products, and operations to within the boundaries of roads, specified right-of-way of the Owner, or site limits shown."

SUBSECTION 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 Department of Transportation and Infrastructure Renewal.

.7 The Contractor is responsible for notifying the public and local businesses of traffic interruptions and/or detours. Notices shall include newspaper and radio advisories as well as traffic control signage for the public and direct contact with affected business owners."
4. SECTION 01 22 00 - MEASUREMENT AND PAYMENT

.1 Add the following payment clauses:

8. Mobilization/Demobilization

Unit of Measurement: Lump Sum (L.S.)

This item includes: Mobilization and demobilization of all equipment and materials to the site. For measurement purposes, this item will be considered 50% complete upon commencement of the project and 100% complete when all equipment, surplus materials, and debris have been removed from the site at project completion. This item also includes contractor hard costs including but not limited to insurance, bonding, traffic control, etc.

64. Chain Link Fences and Gates

Unit of Measurement: metre (m)

Method of Measurement: along top of fence fabric through posts.

This item includes: excavation dewatering, backfill, compaction, sonotube form, concrete footings as indicated, posts, rails, gates, fencing fabric, fittings, locks, lock assemblies, accessories, and reinstatement of all disturbed surfaces.

66. Armour Stone

Unit of Measurement: each

Method of Measurement: Per stone placed on site.

This item includes: supply, and placement of armour stone as indicated on drawing, and reinstatement of all disturbed surfaces.

5. SECTION 31 20 00 - EARTHWORK

.1 Add the following clause to 2.1:

“.10 Armour stone to meet the following specifications:

.1 Hard, durable, field or quarry stone, free from splits, seams or defects. Abrasion-resistant material which will not disintegrate under wet-dry, freeze-thaw cycles; to Engineer’s approval;

.2 Angular in shape with ratio of maximum to minimum dimensions not exceeding 2, free of weak cleavage planes, hairline cracks or laminations;

.3 Specific gravity: 2.65 minimum when tested to ASTM C127;

.4 Absorption: 2.0 maximum when tested to ASTM C127;
Los Angeles degradation test: loss 35% maximum when tested to ASTM C535.

Armour stone shall meet the following:

Nominal weight “W” of armour stone to equal 2,000 kg.”
DRAWING