

Municipality of the County of Colchester



Five Islands Lighthouse Park
Lighthouse Restoration
Lower Five Islands, Nova Scotia

Issued for Tender

August 2026

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**Lighthouse Restoration
Five Islands Lighthouse Park
140 Broderick Lane, Five Islands, Nova Scotia**

OWNER:

Municipality of the County of Colchester
1 Church Street
Truro, Nova Scotia
B2N 3Z5

PROJECT MANAGER:

Municipality of the County of Colchester
1 Church Street
Truro, Nova Scotia
B2N 3Z5

1. Tender Submission

- .1** It is the responsibility of the tenderer to confirm receipt of their tender by the Municipality. Submit completed Tender Form for above project in sealed envelope marked as follows.

TENDER

**Five Islands Lighthouse Park
Lighthouse Restoration
140 Broderick Lane, Five Islands, Nova Scotia**

Closing at 2:00 pm, local time, on Friday, August 21, 2026.

Municipality of Colchester
Community Development Office
Attn: Keith Works
Project Coordinator

1 Church Street
Truro, Nova Scotia
B2N 3Z5

Phone: (782) 370-0034

- .2** All tenders submitted by Bidders are considered to be public documents and are subject to the disclosure pursuant to the provisions of the Municipal Government Act.

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| | .3 | Contractors who have been in default on a contract with the Owner within the past 12 months are disqualified from bidding on the work. |
| 2. | <u>Tender Opening</u> | <p>.1 Tenders will be opened on Friday, August 21, 2026, at 2:05 pm local time at 1 Church St, Truro, NS in Council Chambers at the Main Office of the County of Colchester.</p> <p>.2 Upon the public opening of the Tenders the bid amounts will be read, recorded, and emailed to all bidders, with the understanding that the Bids are subject to the Coordinator confirming compliance of the bids.</p> |
| 3. | <u>Document Fee</u> | <p>.1 Tender Documents will be provided to prospective bidders upon request to the Municipality of the County of Colchester with no fee. Tenderers must have obtained the tender documents from the Municipality and be registered with the Project Coordinator for their Tender to be considered valid.</p> |
| 4. | <u>Accuracy of Referencing</u> | <p>.1 Indexing and cross-referencing are for convenience only.</p> |
| 5. | <u>Conditions of Tendering</u> | <p>.1 Take full cognizance of content of all Contract Documents in preparation of the tender. Refer to Section 00 41 43 – Tender Form, Subsection 3.11 for a complete list of Tender Documents.</p> |
| 6. | <u>Tenderer to Investigate</u> | <p>.1 Tenderers must attend a mandatory site visit with the Coordinator before Tender closing. This site visit will be scheduled for 10:00 am, Local Time, August 11th, 2026 at the Five Island Lighthouse Park.</p> <p>.2 Any information provided by the Owner and/or the Project Coordinator as to the sub-surface or concealed conditions is only for information purposes and is not to be relied upon by the Tenderer for tendering purposes. No extra claim</p> |

for compensation shall be accepted on this account.

- .3 Tenderers will be deemed to have familiarized themselves with existing site and working 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 Owner not less than 4 working days before Tender closing of omissions, errors or ambiguities found in Contract Documents. If the Owner 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.

- .3 Direct all pre-tender questions and queries to:

Municipality of the County of Colchester
1 Church Street, Truro, Nova Scotia, B2N 3Z5

Attn: Keith Works
Project Coordinator
Phone: (782) 370-0034
Email: kworks@colchester.ca

Any questions directed to the Project Coordinator prior to Bid submission shall allow sufficient time for a written clarification to be issued and received by the Coordinator should it be considered necessary to issue such clarification. Any question submitted within 72 hours of the closing time of the Tender may not be answered.

- .4 The Project Coordinator will arrange for the distribution of addenda to registered bidders only who notify the Project Coordinator that they

have obtained bid documents on a best-efforts basis. However, it is the Bidder's sole responsibility to obtain addenda and neither the Project Coordinator nor the Owner will bear any responsibility for the failure of potential bidders to obtain all bid documents before submitting a bid.

- .5 The Owner shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder (or any other person) as a result of publishing an Addendum or other notice.

8. Preparation of Tender

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

9. Taxes

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

10. Tender Security

- .1 Provide Tender Security in amount of Ten Percent (10%) of the Estimated Contract Price with Tender in the form of a Certified Cheque or Money Order payable to the Owner, or a Bid Bond on CCDC Form 220

11. Contract Security

- .1 Refer to Section 00 72 45 – General Conditions, subsection GC 14 – CONTRACT SECURITY in the Supplementary Specifications for the form and amount of Contract Security. In addition:

Should the Estimated Contract Price be \$250,000 or greater, the Tenderer will be required to provide one of the following:

- A Performance Bond, and Labour and Materials Bond, each in the amount of fifty percent (50%) of the Estimated Contract Price, or,
- An Irrevocable Letter of Credit, Certified Cheque, or Bank Draft, in the amount of 20% of the Estimated Contract Price.

Should the Estimated Contract Price be below \$250,000, the Tenderer will have the option of providing the bonds or may opt to utilize the ten percent (10%) tender security as the Performance and Labour and Material bond for the contract.

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| 12. | <u>Insurance</u> | .1 | Refer to CCDC 2 Stipulated Contract Price, Article GC 11.1 for insurance requirements. |
| 13. | <u>Form of Agreement</u> | .1 | Form of Agreement shall be as per CCDC 2 Stipulated Contract Price. |
| 14. | <u>Return of Security</u> | .1 | Tender Security will be returned upon request. |
| 15. | <u>Amendment or Withdrawal of Tender</u> | .1 | <u>Tenders may be amended or withdrawn in writing only.</u> Amendments to tenders must be submitted in person by the Tenderer or his/her authorized representative a minimum of Thirty (30) Minutes prior to the stipulated date and time of tender closing. Amendments by courier, post, facsimile or email are not acceptable. |
| | | .2 | Amendments to tender price must be completed on the Tender Form. Prices of all items as well as total costs must be entered in the revised tender form and the form must be completed in accordance with Section 8.1 and signed by the person signing the original tender form. |
| | | .3 | In case an amendment to a tender is received, or in case of multiple amendments to the tender by the tenderer, the latest amendment will be considered as the bid price and all other previous tender forms submitted by the tenderer shall be considered rejected. All attachments and documents provided with the original tender form shall however continue to be valid and acceptable with the revised tender form unless specifically withdrawn or amended by the tenderer. |
| | | .4 | Withdrawal of tender bid must be submitted in writing and in person by the tenderer or his/her |

authorized representative prior to the stipulated date and time of closing. It is the responsibility of the tenderer to confirm receipt of their withdrawal by the Municipality. Email withdrawal will be accepted by emailing kworks@colchester.ca

- .5 Head amendment or withdrawal as follows:
“Amendment/Withdrawal of Tender for Five Islands Lighthouse Park Lighthouse Restoration.” Sign and Seal the document as required for tender.

16. Informal or Unbalanced Tenders

- .1 The Owner retains the right, in its sole discretion, to reject or retain tenders which are non-conforming as a result of not containing the content or form required in the Tender Documents.
- .2 A bid that is informal, incomplete, illegible, obscure, or that contains additions not called for, alterations, errors or contains prices which appear to be unbalanced or non-compliant with requirements of the bid documents, or otherwise irregular in any way, may be declared invalid and rejected by the Owner in its sole discretion.

17. Clarification of Tenders

- .1 At any time following the Opening of Bids, the Municipality reserves the right to seek clarification, explanation and/or supplemental information regarding the contents of any tender for purposes including whether the Municipality should waive or correct any non-compliance or irregularity pursuant to subsection 16. This may include requests by the Municipality for verification of any or all parts of the bid. Information provided by the tenderer will become part of the tender and considered in their evaluation.

18. Right to Accept, Reject or Cancel any Tender

- .1 Notwithstanding any other provision in the tender documents, any practice or custom in the construction industry, or the procedures and

guidelines recommended for use on publicly funded construction projects, the Owner, in its sole discretion, shall have the unfettered right to:

- .1 accept any tender;
 - .2 reject any tender;
 - .3 reject all tenders;
 - .4 accept a tender which is not the lowest tender;
 - .5 reject a tender even if it is the only tender received by the Owner;
 - .6 accept all or any part of the tender;
 - .7 award all or a portion of the work to any tenderer.
- .2 Awards shall be made on tenders that, in the Owner's sole discretion, give the greatest value based on quality, service and price. Consideration of past experience with Tenderers will be included in the tender evaluation process.
- .3 Without limiting the Owner's privilege to award the contract as otherwise specified, this tender may be withdrawn or cancelled, wholly or partially before or after the Closing Date and Closing Time if:
 - .1 Financial or economic events occur which warrant cancellation of the tender
 - .2 Information becomes available which influences the scope of the work required
 - .3 All price offers among eligible, qualified tenders exceed the Owner's budget for the project
 - .4 The Owner received fewer than three tenders
 - .5 Such other circumstances occur which render the project unnecessary or undesirable in the sole discretion of the Owner

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- .4 The Owner reserves the right at any time prior to the award of the Contract, to cancel this Tender and resubmit a proposed contract for tender.
- .5 The Owner reserves the right at any time prior to the award of the Contract to extend the time for the submission of Bids; to modify these Instructions, the tender notice, the form of tender, the specifications, the description of the work; or to change the terms of reference or contract documents.
19. Post-bid Negotiations and Re-bidding
- .1 Where all price offers among eligible, qualified proposals exceed the Owner's budget for the project and the Owner is unwilling or unable to award the contract at the bid price and does not wish to abandon the project, the Owner reserves the right to negotiate and to re-bid in accordance with the following terms:
- .1 Where the amount by which the budget for the services is exceeded is equal to or less than 10%, the Owner will negotiate with the selected bidder to identify changes in the scope or quality of the work and their corresponding bid price reduction. In the event that the Owner and the selected bidder agree on acceptable changes and a corresponding bid price reduction, such changes will become a post-bid addendum, with the Owner awarding the contract, based on the negotiated reduced price.
- .2 Where the amount by which the budget for the project is exceeded by more than 10%, the Owner may, at its sole discretion, negotiate with the selected bidder, or re-bid on modified bid documents without any attempt to negotiate.
- .3 If a Contract cannot be negotiated within thirty (30) days of notification of the selected Bidder, the Owner may, at its sole

discretion at any time thereafter, terminate negotiation with that Bidder and the Owner may either negotiate a Contract with the next qualified Bidder or choose to terminate the Tender process and not enter into a Contract with any of the Bidders.

20. County Policy on Local Preference

- .1 Municipality's procurement of goods, services and construction projects is subject to the provisions outlined in the Agreement on Internal Trade (AIT) and the Canadian Free Trade Agreement (CFTA).
- .2 A margin of 2% in bid price shall be allowed in favour of a local supplier to a maximum of \$5000. Such a preference shall be applied to local suppliers, businesses and contractors having businesses physically located within the boundaries of Colchester County including the Towns of Truro and Stewiacke.
- .3 The local price preference of 2% shall be applicable:
 - .1 For procurement of goods – if the value of goods to be procured is less than \$25,000.
 - .2 For procurement of services – if the value of services to be procured is less than \$50,000.
 - .3 For construction projects – if the value of the construction project is less than \$100,000.

21. Safety Certification

- .1 **Submit prior to execution of the contract**, 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.

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| | .2 | Out-of-province tenderers with a current and valid Certificate of Recognition from a Canadian Federation of Construction Safety Associations member shall obtain and submit, with tender, a current and valid Letter of Good Standing from Construction Safety Nova Scotia. |
| 22. <u>Worker's Compensation</u> | .1 | Submit prior to execution of contract , a copy of Tenderer's current and valid Clearance Letter issued by the Workers' Compensation Board of Nova Scotia. |
| | .2 | Out-of-province tenderers shall submit, with tender, a current and valid clearance letter from a government workers' compensation board but must register with the Nova Scotia Workers' Compensation Board prior to being awarded the Contract. |
| 23. <u>Sub-Contractors and Suppliers</u> | .1 | Provide the names of suppliers and sub-contractors. No change in the suppliers or sub-contractors shall be allowed unless specifically directed or permitted by the Project Coordinator in writing. |
| | .2 | All sub-contractors employed by the Contractor will be subject to the same terms and conditions of the Contract and will be under the supervision and control of the Contractor. |
| | .3 | The Owner may, for a reasonable cause, object to the use of a proposed sub-contractor or supplier and require the contractor to employ another sub-contractor or use another supplier. |
| | .4 | Nothing contained in this Contract shall create a contractual relationship between a sub-contractor and the Owner. |
| 24. <u>Time Schedule & Completion of Work</u> | .1 | Time is the essence of the contract. |
| | .2 | The Contractor must achieve Substantial Performance within <u>10 weeks</u> of the Date of Award of the Contract. |

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| | .3 | The successful bidder will be required to submit within 10 working days after contract award, in a form acceptable to the Owner, a time schedule showing anticipated progress stages and final completion of work within stipulated completion of the contract. |
| | .4 | Failure to complete the construction by the stipulated date will subject the contractor to Liquidated Damages. |
| 25. | <u>Liquidated Damages</u> | |
| | .1 | Should the Contractor fail to complete the work by the date stipulated in the contract, the period of time from the stipulated date of Substantial Performance to the actual date of Certificate of Substantial Performance of the work, as determined by the Coordinator shall be termed the <u>Period of Delay</u> . |
| | .2 | The value of liquidated damages that the Owner will suffer by reason of said delay shall be \$1,000 per calendar day and shall be applied to each calendar day for the duration of the Period of Delay. The Owner may deduct the amount of liquidated damages from any monies payable to the contractor under the contract. |
| 27. | <u>Traffic Control</u> | |
| | .1 | Work within any road right-of-way must be performed in Accordance with the Temporary Workplace Traffic Control Manual issued by the Nova Scotia Public Works, Latest Edition. |
| 28. | <u>Contractor's Responsibility</u> | |
| | .1 | The Contractor shall have complete control of the work and shall effectively direct and supervise the Work so as to ensure conformance with the contract. The Contractor shall be solely responsible for means of construction and supply of equipment and services, as per the tendered items of the Work, and for coordinating the various parts of the Work of the Contract. |
| | .2 | The Contractor shall protect the work and the Owner's Property and property adjacent to the place of Work, and private property and chattels |

permitted in a public place, where the place of work is open to the public, and the contractor shall be responsible for damage that may arise as a result of the operations under this contract.

29. Validity and Acceptability
of Tenders

.1 For the tender submission to be considered complete and valid, each one of the following documents must be submitted. Failure to submit any one or more of the documents listed below may lead to the tender being considered incomplete and non-compliant and the tender may be rejected.

.1 Completed, signed, and sealed Tender Form.

.2 If applicable, a surety letter or a form from a nationally recognized Bonding Company on their letterhead certifying their willingness to provide a Performance Bond for the required amount in favour of the Municipality.

.3 If applicable, a surety letter or a form from a nationally recognized Bonding Company on their letterhead certifying their willingness to provide a Materials and Labour Bond for the required amount in favour of the Municipality.

.4 Bid Security as specified.

30. Post Tender Document
Submission

.1 **Prior to the execution of the contract**, the selected contractor will be required to submit the following documents:

.1 Certificate of Insurance from an Insurance Company or their authorized agent as proof of insurance to the extent as specified in the documents. The Certificate must be in the joint names of the Contractor and the Municipality

.2 A valid letter of good standing from a company approved to provide a safety certification in Nova Scotia

.3 A valid certificate of good standing from the Worker's Compensation Board of Nova Scotia.

.4 Tenderers WCB accident history for the last three (3) years.

31. Disqualification

.1 The Municipality may disqualify a contractor and/or supplier from participation in any procurements of goods, services, and/or construction if the supplier has:

i. Failed to honour a bid; or contract;

ii. Failed to disclose a conflict of interest;

iii. Been in breach of contract with the Municipality on previous contracts or has a criminal conviction related to goods, services, or construction provided to the Municipality or other buyers.

iv. Performed inadequately for the Municipality.

32. Compliance with Terms of the Tender

.1 If a tender contains a defect or fails in some way to comply with the requirements of the tender document which in the sole discretion of the Owner is not material, the Owner may waive the defect and accept the tender.

.2 The Owner may, in its sole discretion, accept or waive a minor and inconsequential irregularity, error and omission, including Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, or where practicable to do so, the Owner may, as a condition of bid acceptance, request a bidder to correct a minor or inconsequential irregularity with no change in the bid price.

- .3 The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be in the Owner's sole discretion.

***** END OF SECTION*****

1. SALUTATION:

.1 To: Municipality of the County of Colchester
1 Church Street
Truro, Nova Scotia
B2N 3Z5

Attn: Keith Works
Project Coordinator

.2 For: *Five Islands Lighthouse Park
Lighthouse Restoration
140 Broderick Lane, Lower Five Islands, Nova Scotia*

.3 From: _____

2. TENDERER DECLARES:

- .1 That this Tender was made without collusion or fraud.
- .2 That the proposed Work was carefully examined and that the tenderer is familiar with the local conditions.
- .3 That the Contract Documents and Addenda No. _____ to _____ inclusive were carefully examined and that the Tenderer has reviewed all Tender Documents in conjunction with the Municipal Services Specifications.
- .4 That it has carefully examined the scope of the work described herein; become familiar with local conditions and the character and the extent of the work; carefully examined every part of the Contract Documents and thoroughly understands its stipulations, requirements and provisions.
- .5 That it has determined services required; investigated and arranged for the availability of the required equipment to enable the continuous prosecution of the work herein described.

- .6 That it has examined the Contract Documents, including the appendices, and has satisfied itself as to working conditions, nature and kind of work to be done, any special risks associated therewith and all other matters which may be necessary in order to form a proper understanding under which the work will be required to be performed.
- .7 That the tenderer is familiar with all national, provincial and regional codes of practice and guidelines for abatement, removal and safe disposal of all hazardous materials.
- .8 Understands that in the evaluation of a bid, the Owner reserves the right to reject any and all bids or accept any bid that, in the sole opinion of the Owner, is in its best interest.
- .9 Understands that in the evaluation of a bid, the Owner will consider the following criteria:
 - .1 Financial
 - .2 Compliance with Tender Documents
 - .3 The experience of the Tenderer with similar work
 - .4 Tenderer's previous performance with the Owner, if any, and with other clients.
- .10 That it represents and warrants that, as the successful Tenderer, it is assuming full financial and legal responsibility for the contractual delivery and performance obligations related to the proposed services.
- .11 That it represents and warrants that, as the successful Tenderer, it is assuming full financial and legal responsibility for the contractual delivery and performance obligations related to the proposed services.
- .12 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 Lump Sum price in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That this Tender is valid for acceptance for 60 calendar days from the date of Tender Closing.

- .3 To provide in Section 00 41 44 Tender Form Supplementary Information, evidence of ability and experience, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, safety record and financial resources.
- .4 To execute in duplicate the Agreement and forward the same together with the specified contract security and insurance documents to the Owner within 10 working days of Date of Award.
- .5 That the Date of Commencement shall be within 10 working days of the Date of Award and that Substantial Performance shall be achieved within 10 weeks of the Date of Award.
- .6 Tender will not be accepted unless a site visit has been conducted.
- .7 That failure to enter a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of the Tender Security.
- .8 That if the Tender Security is forfeited, Owner will retain the 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 work under this contract shall start on the Date of Commencement or earlier in order to achieve Substantial Performance within the stipulated time frame. The construction schedule submitted on the Date of Signing of the Contract shall show a continuous and concentrated effort to complete the work within the given time frame. Close adherence to the schedule is a requirement of this contract and delays may entail imposition of the liquidated damages clause.
- .10 That the Owner reserves the right to evaluate all aspects of a tender. The Owner reserves the right to assess the Contractor's and their Subcontractor's capabilities to complete the work; past performance on similar projects; quality of delivery of the project work; adherence to time and budgetary constraints; and to assess these and other relevant factors along with price in selecting the contractor and defining the overall cost of the project
- .11 That in addition to the Agreement between the Municipality and the Contractor, the Contract Documents include:
 - .1 Standard Specifications for Municipal Services, Latest Edition
 - .2 Project Documents:
 - .1 Section 00 21 00 Information to Tenderers

- .2 Section 00 41 43 Tender Form
- .3 Stipulated Price Contract, CCDC 2 - 2020
- .4 Section 07 00 00 Lighthouse Restoration
- .5 Appendix A Additional Specifications

.3 Addenda as issued and confirmed in Subsection 2.3 of this Section.

- .12 That the Tender is signed by an authorized signing officer or authorized person for the Tenderer certifying that all information contained in the Tender is accurate and agreeing to comply with all of the terms, conditions and provisions of the Tender and does not conflict with any commitments it has with third parties.

4. SCHEDULE OF QUANTITIES AND PRICES

This schedule must be completed by all tenderers at the time of tender.

SCHEDULE A – FIVE ISLANDS LIGHTHOUSE PARK LIGHTHOUSE RESTORATION

ITEM	DESCRIPTION	AMOUNT (excluding HST)
Lighthouse Restoration	Lump Sum Price for supplying all labour, equipment, services to replace the lantern floor, lantern room and shingle siding as per Section 07 – Lighthouse Restoration	
Tenderer's HST Registration No.		

SCHEDULE B – FIVE ISLANDS LIGHTHOUSE PARK LIGHTHOUSE RESTORATION

(PROVISIONAL ITEMS)

ITEM	DESCRIPTION	UNIT	UNIT PRICE
.1	Replacement of deteriorated sheathing	m	

5. **SIGNATURES****

DATED THIS _____ DAY OF _____, 2026.

[SEAL]

Name of Tendering Firm

Witness

Signature of Signing Officer

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 a Corporation by a duly authorized officer or agent.

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

1. **GENERAL**

1.1 SCOPE OF WORK

The scope of work includes, but not limited to the following:

- .1 Supply all labour, tools, equipment and services needed to remove and dispose of existing shingle siding.
- .2 Supply all labour, tools, equipment and services to remove the entire top section of the lighthouse, this includes the lantern room and exterior lantern floor down to existing framing.
- .3 Supply all labour, tools, equipment and services to rebuild lantern floor and lantern room as per specifications.
- .4 Supply all labour, tools, equipment and services needed to install approved sheathing membrane, rainscreen and single course, Eastern Cedar shingles, clear grade with 4.5" exposure for the entire structure. Tenderer must provide supplier and brand name for both sheathing membrane and rainscreen material.
- .5 Upon removal of the existing shingles, inspect (in coordination with Municipal Staff) the remaining sheathing. Replacement of any damaged or rotten sheathing will be done on the quoted per meter basis.
- .6 Supply all labour, tools, equipment and services to scrape, prep and paint existing trim work and accessories. Where trim work is required to be replaced, all new trim work to be pre-stained on all sides before installation with a second coat of stain applied after installation.
- .7 Supply all labour, tools, equipment and services to install custom zinc flashing around all windows, doors and roof to wall intersections.
- .8 Supply all labour, tools, equipment and services to prep and stain new cedar siding on all sides before installation and apply a second coat of stain after installation as specified in Appendix A

- .9 Supply all labour, tools, equipment and services to install slip-resistant, weatherproof material on exterior lantern floor deck.
- .10 Supply all labour, tools, equipment and services to replace lantern room roof and all dormer roofs with steel roofing. This work is to include removing existing shingles, installing approved membrane material and installing wood strapping before attaching steel. The Chimney cap to be preserved.
- .11 Tenderers must provide adequate protection of the interior and exterior of structure to protect it from the elements while construction is taking place.
- .12 Tenderers must include in their quoted price for all work required to build and maintain all temporary construction roadways, lay down area and other temporary facilities the Tenderer deems necessary for access to, protection of and completion of the Work. Tenderers must include in their quoted price for the removal of all temporary facilities and related restoration work as may be required upon completion of the Work.
- .13 Adjacent roadways and tenant sites must be kept clear and clean at all times throughout construction. Coordinate access to this site and access to adjacent sites with the Municipal Staff as required.

1.2 REFERENCE STANDARDS

- .1 Canadian Construction Safety Code, latest edition
- .2 National Building Code of Canada, latest edition

1.3 EXISTING CONDITIONS

- .1 The Municipality of Colchester owns the Five Islands Lighthouse Park at 140 Broderick Lane, Five Islands, Nova Scotia. The park sits on 22 acres of land and includes a lighthouse. The lighthouse is a “pepper-pot” style lighthouse that was originally built in the winter of 1913-1914. The lighthouse has gone through various ownerships through the years but in 2008 the lighthouse was moved to the park and put on a new foundation and has sat there ever since. The lighthouse is no longer open to the public but remains a key feature to the park.

1.4 REGULATORY REQUIREMENTS

- .1 Ensure that the work is performed in compliance with the applicable Provincial and Municipal Regulations.
- .2 All non-hazardous building materials removed from the site for disposal MUST be disposed of at the Colchester Waste Management Facility, Construction & Demolition (C&D) site located at 188 Mingo Road, Kempton, NS unless otherwise directed by the Project Coordinator. All other hazardous demolition materials must be sent to approved and licensed facilities.
- .3 The tipping fees for disposal of materials at the Colchester Waste Management Facility and any other hazardous waste disposal facility is to be included in the tender price. No additions to the tender price will be considered for tipping fees.

1.5 SAFETY CODE

- .1 Observe construction safety measures of the Provincial Government, including but not limited to the Occupational Health and Safety Act, Worker's Compensation Board and Municipal Authority provided that in any case of conflict or discrepancy, the more stringent requirement shall apply.
- .2 Ensure that volatile material is stored in closed containers and is removed from the site daily.
- .3 Comply with the requirements of Workplace Hazardous Material Information System (WHMIS), regarding use, handling, storage and disposal of hazardous materials, and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- .4 Prior to commencement of the work, the Contractor will provide to the Owner copies of Material Safety Data Sheets for all products employed in the scope of work in conformance with the Nova Scotia Regulations regarding the Workplace Hazardous Material Information System.
- .5 The Contractor will be responsible for workplace safety for the scope of work, per the Nova Scotia Occupational Health and Safety Act, and its regulations, and the Owner's Site Safety Policy and Manual of Procedures. The Contractor shall be solely responsible for means of construction and supply of equipment and services, as per the tendered items of the work, and for coordinating the various parts of the work. The Contractor shall

protect the work and the Owner's property and shall be responsible for any damage that arises as a result of the operations under this contract.

- .6 Ensure that pollution and environmental control of construction activities are exercised as specified and as required during the work.
- .7 It shall be the responsibility of the Contractor to:
 - .1 Ensure the health and safety of the persons at or near work.
 - .2 Ensure that the measures and procedures of the regulatory agencies specified are carried out.
 - .3 Ensure that every employee, self-employed person, and employer performing work under this Contract complies with the regulations of the regulatory agencies specified.
 - .4 Provide adequate restriction of access to the site by members of the public during construction activities.
 - .5 Conduct on-site safety meetings on a regular (daily) basis with all staff working on the project.

1.6 EXECUTION

- .1 The Contractor must be a member in good standing of the Construction Association of Nova Scotia.
- .2 The Contractor shall carry General Liability Insurance with a limit of not less than \$10,000,000 per occurrence and with a deductible not exceeding \$10,000, and Commercial Auto Liability Insurance with a limit of not less than \$10,000,000 per occurrence.
- .3 The contractor shall provide a one-year workmanship warranty.
- .4 If the Contractor neglects to execute the work properly or otherwise fails to comply with the requirements of the contract to a substantial degree, the Owner may, without prejudice to any other right or remedy the Owner may have, notify the Contractor in writing that the Contractor is in default of the Contractor's contractual obligations and instruct the Contractor to correct the default within 5 working days.

1.7 CLEAN UP

- .1 Upon completion of the work, remove all equipment, debris, and leave work site clean.

***** END SECTION 07 00 00 *****