

PARKS, RECREATION & CULTURE

REQUEST FOR CONSTRUCTION

East Hants Sportsplex Access Control & CCTV System Upgrade
RFC50913

Release date: June 9, 2026

Tenders will be received up to
2:00:00 pm local time on July 3, 2026

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: 902-883-6232
Email: mhatfield@easthants.ca



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1. INSTRUCTIONS TO TENDERERS

1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants (“East Hants”) wishes to find a Contractor to complete the following Work: installation of structured cabling and cameras for a CCTV Video Surveillance System and equipment and accessories related to an Access Control System, as further described in the Tender Documents. This includes all materials, labour, and services necessary to complete the Work in accordance with drawings and specifications.
- 1.1.2. To this end, East Hants is seeking Tenders from the marketplace to as specified in the attached drawings and Statement of Work.

1.2. DEFINITIONS

- 1.2.1. **Owner:** The Owner is the Municipality of the District of East Hants (East Hants).
- 1.2.2. **Tenderer:** An individual or company who submits a Tender.
- 1.2.3. **Successful Tenderer:** Tenderer whose Tender is selected for award.
- 1.2.4. **Consultant:** Consultant for this Tender is:
A.H. Roy & Associates Ltd.
- 1.2.5. **Contractor:** company or individual capable and qualified to complete the Work described herein.

1.3. TENDER DEADLINE & SUBMISSION REQUIREMENTS

- 1.3.1. Tenders will be received up to 2:00:00 pm local time on **July 3, 2026** by upload only using the East Hants online procurement application.
- 1.3.2. Go to <https://www.easthants.ca/procurement/>, select the applicable competition, and register using a valid email address. The online procurement application will generate an automatic email which will provide a link to the competition dashboard through which a bidder may download documents and submit responses.
- 1.3.3. The Tenderer is responsible for uploading and submitting all documents by closing time. The Tenderer must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Tenderer releases East Hants from, any damage or loss of any kind whatsoever related to Tenderer’s failure to submit documents by closing time for any reason.
- 1.3.4. Remember to sign the Tender form. Electronic signatures are acceptable.
- 1.3.5. It is recommended that a Bidder should not upload a response until after the deadline for questions has passed. If East Hants issues an addendum which provides new information or changes the terms of the competition, the Bidder may have to upload a replacement submission in order to be compliant (acknowledge addenda) and to ensure their bid reflects the newly posted information.
- 1.3.6. Prior to submitting their Tender, Tenderers are to review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.

1.4. INQUIRIES

- 1.4.1. All questions or requests for additional information or clarifications regarding this Tender shall be in writing, by email only, to the attention of:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Email: procurement@easthants.ca

- 1.4.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.4.3. Inquires will be accepted up until **11:00 am** local Nova Scotia time on **June 23, 2026**.
- 1.4.4. Tenderers are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Tenderer chooses to act based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

1.5. SITE BRIEFING AND ASSESSMENT

- 1.5.1. A Site Briefing will be held **June 16, 2026** at 10:00 am local Nova Scotia time. The Site Briefing is not mandatory. The site briefing will be held at:

East Hants Sportsplex
1076 Highway 2, Lantz,

- 1.5.2. Tenderers who do not attend the site meeting will not be precluded from submitting a Tender. This is, however, the only opportunity to examine the Work and individual requests to view the Work will be refused.
- 1.5.3. Prospective Tenderers planning to attend the meeting should **register by emailing** the following information to Michael Hatfield, Procurement Officer, at procurement@easthants.ca at least one business day prior to the briefing:

Attendee's full name;
Job title; and
Company name

- 1.5.4. The briefing **may be cancelled** if the East Hants do not receive confirmation to attend by any prospective Tenderers by the deadline specified above.

1.6. WITHDRAWING OR MODIFYING A TENDER

- 1.6.1. Tenders can only be withdrawn by email to procurement@easthants.ca. The Tenderer must provide the unique identifying number they received when submitting the Tender in order to withdraw the Tender.
- 1.6.2. Once a Tender has been submitted, it cannot be modified. The Tenderer must submit a new Tender and then contact the East Hants as above to withdraw the Tender which is no longer valid.
- 1.6.3. The request to withdraw a Tender may occur at any time, but certain competitions may contain tender security or other requirements which may impact a Tenderer's legal responsibilities once the competition has closed, so withdrawal of a Tender, where possible, should occur prior to closing.
- 1.6.4. New or replacement Tenders must be submitted before the Tender deadline.

1.7. TENDER REQUIREMENTS

- 1.7.1. Include all taxes except Harmonized Sales Tax (HST) in Tender prices.
- 1.7.2. The Tenderer agrees to complete the Work on or before **September 30, 2026**. The Tenderer, to the extent practical, will agree to prioritize work which could interfere with East Hants'

operations at the site. The intent is that East Hants and the successful bidder will develop a schedule once the contract is awarded.

- 1.7.3. Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- 1.7.4. Notify East Hants of omissions, errors or ambiguities found in Contract Documents or any questions related to them in accordance with [Inquiries](#). If East Hants considers that correction, explanation or interpretation is necessary, a written addendum will be issued. All addenda will form part of Contract Documents.
 - 1.7.4.1. East Hants reserves the right to amend the Contract Documents at any time and for any reason prior to Tender closing by way of written addenda.
 - 1.7.4.2. The Tenderer are to confirm in the Tender Form that all addenda have been received. Without limiting any other right specified herein, East Hants may, in their sole discretion, elect to accept a Tender where an addendum has not been acknowledged, where such addendum is related to the procurement process (e.g. a change to these Instructions) and will not affect performance of the work or the Tender price.
- 1.7.5. Complete Tender Form, Tender all items, and fill in all blanks. The person signing the Tender must initial any corrections made to information being provided by the Tenderer prior to the Form being submitted.
- 1.7.6. The price(s) offered by the Tenderer in the Tender Form shall include all costs necessary to complete the Work as it is specified in the Tender documents. The price(s) shall be in Canadian dollars, exclusive of Harmonized Sales Tax (HST).
- 1.7.7. **Tender Security** will not be required for this competition.
- 1.7.8. This project may be subject to the requirements of the *Builders' Lien Legislation* and the *Hold Back* provisions of the form of contract.
- 1.7.11. The Tenderers must be in Good Standing with the Workers' Compensation Board of Nova Scotia (WCBNS) in order to be eligible to complete the Work.
- 1.7.9. The Tenderer shall be required to carry, and shall provide proof of coverage to East Hants, as and when requested, the type and amounts of insurance specified in the CCDC 2 (2020) contract form, subsection GC 11 INSURANCE, CCDC-41, and any Supplementary Conditions specified in the Tender documents. If the amounts of insurance may be obtained, but are not carried at the time of the Tender Closing, proof that the required insurance can be obtained, by way of a letter from the Tenderers insurer, will be acceptable. Failure to obtain the required insurance prior to starting the Work are grounds for cancelling award.
- 1.7.10. The Tenderer will be required to provide **Contract security** in accordance with Supplemental Conditions in Schedule A.
- 1.7.11. East Hants cannot, and by this Tender does not, agree to indemnify, hold harmless, exonerate or assume the defence of the Tenderer and Contractor or any other person or entity whatsoever, for any purpose whatsoever.
- 1.7.12. Tenderers must advise East Hants of any potential conflict of interest that may affect, or appear to affect, the Tender process, including the influence of award. East Hants may disqualify a Tenderer, rescind an invitation to negotiate, or terminate a contract subsequently entered into if East Hants determines that the Tenderer has engaged in any prohibited conduct.

1.8. OFFER, ACCEPTANCE AND REJECTION

- 1.8.1. All Tenders become the property of East Hants once submitted.
- 1.8.2. Late Tenders will be rejected.
- 1.8.3. Any Tender that does not include all of the information required in this Tender will be considered incomplete and may be rejected. East Hants will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if East Hants believes they have sufficient information to evaluate, it may proceed to do so.
- 1.8.4. East Hants may cancel the Tender process at any time, for any reason, in its sole discretion. In the event that the Tender process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Tenderer or potential Contractor or Tenderer.
- 1.8.5. Tenderers undertake any expenditure related to the submission of a Tender at their own risk and the Tenderer is solely responsible for all costs associated with preparing and submitting this Tender.
- 1.8.6. This Request for Tenders neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.8.7. East Hants reserves the right to waive formality, informality or technicality in any Tender. This includes the right to accept a Tender that is not strictly compliant with the instructions in the Request for Tenders document.
- 1.8.8. East Hants reserves the right to amend this Tender document at any time before the Tender's Closing Date and will issue an addendum in the event of a change.
- 1.8.9. East Hants reserves the right to negotiate, after the Tender Closing Date, with any Tenderer for services and to finalize service arrangements in the best interests of East Hants.
- 1.8.10. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the Tenders.
- 1.8.11. East Hants reserves the right to interpret any and all aspects of this Tender as may be most favourable to East Hants. East Hants may, but is not obligated to, request clarifications of a information included in a bidder's Tender.
- 1.8.12. It is the responsibility of the Tenderer to be sure they understand the requirements prior to submitting a Tender and before the deadline for questions has passed. Should a Tenderer find any discrepancies, errors, or omissions in the Tender documents, or if a Tenderer is unsure as to the meaning of anything in this Tender, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Tenderers, in an addendum.
- 1.8.13. Vendors or suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this Tender and any Tender which features a subcontractor who is disqualified from bidding may also be rejected.
- 1.8.14. In providing a Tender, the Tenderer warrants that their Tender is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Tender is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Tenderers must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the Tender process, including the influence of award.
- 1.8.15. Tenderers are advised that no commitment to purchase Goods or Services shall exist until the successful Tenderer is advised by East Hants, in writing, of an award. If an award is made, the form of Contract will be CCDC 2 (2020), including any Supplementary Conditions contained herein.



- 1.8.16. In the event that all compliant tenders exceed the estimated price budgeted to complete the Work, the Owner may, in their sole discretion, utilize one or more methods specified in the Construction Contract Guidelines, Nova Scotia, 2017, Section 6.7 “Effect of Bids Higher than the Estimated Contract Value”, in determining how to proceed.
- 1.8.17. East Hants may, in its sole discretion, accept or reject any tender which relies on alternatives or counter proposals which were not approved, in a written addendum, prior to the tender closing.
- 1.8.18. East Hants will consider alternatives or equivalents for approval after award of the Contract. Only alternatives or equivalents that provide a benefit to East Hants, such as, but not limited to, reduced cost or improved schedule, will be considered.
- 1.8.19. Where there is a conflict between the unit prices and the extended price in a tender, East Hants will rely on the unit price in evaluating the tender.
- 1.8.20. East Hants reserves the right to reject all or any Tenders, and to not accept the lowest Tender. East Hants may accept any Tender or any portion of any Tender that may be considered to be in the best interests of East Hants. East Hants reserves the right to reject any Tenders that, in its sole discretion, are not in the best interests of East Hants.
- 1.8.21. East Hants does not bind itself to accept any Tender, but may accept any Tender, in whole or in part, or discuss with any Tenderer different or additional terms to those described in the Tender documents or in such Tenderer's Tender. East Hants may:
 - reject any or all of the Tenders;
 - accept any Tender;
 - if only one Tender is received, choose to accept or reject it;
 - chose not to accept the lowest tender price; or
 - alter the schedule, process, or any other aspect of the Tender, as it may determine in its sole and absolute discretion.
- 1.8.22. Without limiting the preceding in any way, East Hants may accept any Tender or any portion of any Tender. East Hants reserves the right to reject any Tender that, in its sole discretion, is not in the best interests of East Hants.
- 1.8.23. One or more of the following trade agreements may apply to this solicitation:
 - Canada Free Trade Agreement (CFTA)
- 1.8.24. Tenderers are advised that East Hants is governed by Nova Scotia's Freedom of Information and Protection of Privacy Act (FOIPOP) and any information submitted to East Hants in response to this Tender may be subject to disclosure under FOIPOP. Tenderers may identify any confidential information in their quotations or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under FOIPOP or any disclosure requirements imposed by law or by order of a court or tribunal. Tenderers are advised that their Tenders will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the Tender process, including the evaluation of Tenders. Tenderers are further advised that East Hants may make public the names of any or all Tenderers and intends to publish the name of the successful Tenderer and the total value of any contract entered into with the successful Tenderer. If a Tenderer has any questions about the collection and use of information pursuant to this Tender, questions are to be submitted to the Tender Contact.
- 1.8.25. In submitting a Tender, the Tenderer has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for compensation of any kind



whatsoever as a result of participating in this Tender and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

- 1.8.26. Submitting a Tender shall be deemed proof that the Tenderer was aware of and understood the requirements, the terms and conditions, and all other provisions of the Tender. East Hants will not be liable for any claims made by a Tenderer that they were uninformed or unaware of the requirements, terms or conditions of this Tender.

1.9 TENDER OPENINGS

- 1.9.1. This Tender will be opened shortly after closing and the results posted on the Nova Scotia tendering website.
- 1.9.2. Once an award is made, the tendering site will be updated to confirm the selected contractor and the awarded contract value.

1.10 TENDER VALIDITY

- 1.10.1. Tenders shall remain valid for acceptance for a period of sixty (60) days from the Tender Closing Date or such additional time as may be mutually agreed upon in writing.

1.11. CONTRACT PRICE

- 1.11.1. The Tenderer is responsible to ensure that their Tendered Price is the total price, exclusive of HST, to perform the Work as specified in the Tender documents.
- 1.11.2. Refer to Appendix A - Tender Form for a provisional break-out price which includes the material and installation cost of all door Type 1E as specified in the tender documents.

1.12. APPROVALS

- 1.12.1. Award is subject to the final approval of the Chief Administrative Officer (CAO). Over budget Tenders may require additional approvals if the project is able to proceed at all.



APPENDIX A - TENDER FORM

1. Contact Information for Tenderer:

Tenderer Company Name:	
Address	
Phone Number (office)	
Fax Number	
Name of person the Tender is submitted by:	
Email Address:	
Direct Phone Number:	

2. List of Subcontractors:

Complete, and submit with this Form, Appendix B, the List of Subcontractors.

3. The Tenderer declares:

- That this Tender is made without collusion or fraud;
- That the proposed Work was carefully examined;
- That the Contract Documents have been reviewed and that the terms and conditions specified therein are understood;
- That the following **Addenda** have been received and carefully examined: ____ to ____ (inclusive);
- That the Tenderer is familiar with local conditions and the conditions of the site where the Work will be performed; and
- That all of the above were taken into consideration in preparation of the Tender.

4. The Tenderer agrees:

- To enter into a Contract to supply all labour, material and equipment, and to do all of the work necessary to construct the Work as described and specified herein for the lump sum Stipulated Contract Price.
- That this Tender is open for acceptance for sixty (60) calendar days from the Tender Closing date;
- To provide evidence of the ability and experience to complete the Work within five (5) working days of request, including experience in similar work, the amount and type work currently under contract, supervisory staff to be assigned to the project, equipment that is available to perform the Work and financial resources sufficient to complete the Work.
- To attend a pre-award meeting, if requested, during which the terms of the Contract and other details of the Tenderer's Tender may be discussed;

- e. To execute the Contract and to return the same, along with any required Contract Security and insurance documentation, within ten (10) working days of such Contract being presented;
- f. To **start** the Work within ____ weeks of being presented with a Contract for execution and to **complete** within ____ weeks of starting. The Work **must** be completed no later than September 30, 2026.

5. Lump Sum Total Stipulated Contract Price:

In accordance with the foregoing, the Tenderer hereby offers to furnish all plant, labour and materials necessary to complete the Work of this contract, including provisional items, as shown and described on the Tender Documents, including all prime costs and allowances, (H.S.T. excluded) and the cost of all permits for the Total Stipulated Price of:

\$_____ + Harmonized Sales Tax (HST)

Provisional item: Provide price which may be deducted from the Lump Sum Total Stipulated Contract Price if the Owner decides not to proceed with the installation of door type 1E. This price will, without limitation, include the supply of all materials and installation of all door type 1E as per section 08 71 00 and described in the Tender Documents.

DEDUCT: \$_____ + HST

Authorized Signature

Name (Printed)

Title (Printed)

Date

Authorized Signature

Name (Printed)

Title (Printed)

Date

APPENDIX B - LIST OF SUBCONTRACTORS

Please list the name for any Subcontractor that will be used to complete Work in each of the sections identified below.



Subcontractor Name	Type of Work	Approximate Value



These Supplementary Conditions amend the Stipulated Price Contract - CCDC 2 - 2020. Where a portion of the Contract is modified or deleted by these Supplementary General Conditions, the unaltered portions of the Contract shall remain in effect.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Page 3, delete Article A-5.2 and replace with the following:

5.2 Interest

- .1 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 0% compounded monthly.

Page 4, after Article A-8 insert the following new Articles A-9 and A-10:

"ARTICLE A-9 SEVERABILITY

- 9.1 Each and every paragraph, section, clause, sub-clause or other component of the *Contract* is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs or parts thereof are null and void, the validity of the remaining paragraphs or parts thereof shall not be affected.

ARTICLE A-10 TIME OF THE ESSENCE

- 10.1 Time shall be deemed to be of the essence of the *Contract*."

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 2 - ADMINISTRATION OF THE CONTRACT

Page 10, delete clause 2.3.3 and replace with the following:

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

PART 3 - EXECUTION OF THE WORK

GC 3.5 SUPERVISION

Page 12, add new clause 3.5.3 as follows:

- "3.5.3 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the *Site* or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint a replacement acceptable to the *Owner* and *Consultant*."

PART 5 - PAYMENT

GC 5.2 APPLICATION FOR PAYMENT

Page 14, delete clause 5.2.3 and replace with the following:

"5.2.3 The amount claimed shall be for the value, proportionate to the amount of the Contract, of Work performed and Products installed into the Work as of the last day of the payment period."

Page 14, delete subsection 5.2.8.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

Page 14, delete Clause 5.4.3 in its entirety.

Page 14, after Clause 5.4.4, add the following:

"5.4.4.1 If, within sixty (60) calendar days after the issue of the certificate of *Substantial Performance of Work*, the Contractor has not corrected all the documented deficiencies, the Owner shall retain sufficient monies, as determined by the *Consultant*, to cover the cost of completing said deficiencies. These monies shall be held in addition to holdback monies retained in accordance with the provisions of the Contract and subject to the terms of the lien legislation in the *Place of Work*."

Page 15, Clause 5.5.4, in line 2, change "5 calendar days" to "20 calendar days".

PART 6 - CHANGES IN THE WORK

Page 15, add new clause 6.1.1.3 as follows:

6.1.1.3 Changes that do not affect the Contract Price and time by Supplemental Instruction.

GC 6.4 - CONCEALED OR UNKNOWN CONDITIONS

Page 17, add a new clause 6.4.5 as follows:

"6.4.5 If the Contractor was given access to the *Place of Work* and/or professional reports relating thereto (including, without limitation, environmental, geotechnical, and structural reports) prior to the submission of the bid on which the Contract was awarded, then the Contractor confirms that they have investigated the *Place of Work* and, in doing so, applied to that investigation the degree of care and skill required. In those circumstances, notwithstanding the provisions of clause 6.4.1, the Contractor is not entitled to an adjustment to the *Contract Price* or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the Contractor by such investigation, or which could have been reasonably inferred from the material provided with the *Contract Documents*. In those circumstances, should a claim arise, the Contractor will have the burden of establishing that it could not have discovered the materially different conditions from an investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*."

PART 9 - PROTECTION OF PERSONS AND PROPERTY

GC 9.4- CONSTRUCTION SAFETY

Page 22, after GC 9.4.1, add the following and renumber subsequent clauses:

"9.4.2 The *Contractor* shall indemnify, defend, and save harmless the *Owner and Consultant*, its agents, officers, directors, employees, *Consultants*, successors, appointees and assigns from and against any and all manner of actions, suits, debts, obligations, duties, accounts, claims, demands and charges including regulatory and criminal charges and of any and all safety infractions committed by the Contractor under the applicable occupational health and safety legislation in the *Place of Work*, including the payment of legal fees and disbursements on a solicitor and client basis. The indemnity contained in this clause shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect, or special damages."

PART 10 - GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

Page 23, after Clause 10.1.2, add new Clause 10.1.3 as follows:

"10.1.3 Any increase or decrease in Costs to the Contractor must be requested in writing in accordance with the change provisions of the Contract. If the such change is the result of tariffs levied which did not exist prior to the closing of the Tender from which this Contract was developed, the Contractor must provide proof, acceptable to the Owner, acting reasonably, that the change in taxes or duties apply to the subject matter of the change request, that the change occurred after the bid closing, and that the amount being requested is limited to the actual increase or decrease incurred and only on the costs of goods impacted."

PART 11 - INSURANCE

Page 25, after clause 11.1.1.8, add new Clause 11.1.1.9 as follows:

"11.1.1.9 If the Contractor is directly responsible for welding and cutting using their own forces, their commercial general liability insurance must have a welder's warranty endorsement or equivalent acceptable to the Owner. If the Contractor is using a subcontractor for this work, they must verify their subcontractor has an equivalent endorsement."

PART 12 - OWNER - TAKEOVER

Page 24, add new clause 12.1.1.9 and 12.1.1.10 as follows:

.9 Commissioning reports as in Section 01 91 13.

.10 Any other documentation identified as a closeout or *Ready-for-Takeover* document as specified in Section 01 78 00.

PART 13 - INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

Page 30, Clause 13.3.4, add the following to end of paragraph:

"All Work of repair or replacement carried out during the Warranty Period shall be maintained for a period of one (1) year from the date of the *Consultant's* acceptance of the Work of repair or replacement notwithstanding that the Warranty Period expires before the expiration of

the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the *Owner*."

Page 28, add new Part 14 - Contract Security as follows:

"PART 14 - CONTRACT SECURITY

GC 14.1 CONTRACT SECURITY

- 14.1 The Contractor shall provide Contract Security in one of the two following formats:
 - 14.1.1. Supply a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the estimated Contract Price plus Harmonized Sales Tax. Such Bonds will be in the form of CCDC 221 & 22, respectively, in the current editions; or
 - 14.1.2. Supply an irrevocable Letter of Credit in the amount of 20% of the Contract Price plus Harmonized Sales Tax as Contract Security. The Irrevocable Letter of Credit shall be issued by a certified financial institution made payable to the Owner.
- 14.2 Should it become apparent that the final cost of the Work will exceed the estimated Contract Price by more than 10% of the Contract Price, Contract Security will be increased to reflect the change in contract value, based on the projected final Contract Price plus Harmonized Sales Tax.
- 14.3 All Contract Security must remain in place for the duration of the Warranty Period and shall be returned to the Contractor as soon as practical after the expiration of the Warranty Period.

CCDC 41, CCDC Insurance Requirements

The terms of CCDC 41 are revised as follows:

In clause 1 (General Liability) and clause 2 (Automobile Liability), delete "\$10,000,000" and replace with "\$5,000,000" in each instance, effectively reducing the required insurance coverage to \$5,000,000.

Clause 3 and 4 will only apply if aircraft or watercraft will be used in the performance of the Work.

END OF SECTION