

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

Notwithstanding anything to the contrary stated elsewhere in the Standard Specification of the Department, the following Special Provisions shall apply:

GENERAL:

This Contract shall consist of the following projects in Shelburne and Yarmouth Counties:

ONE PROJECT IN YARMOUTH COUNTY AND ONE PROJECT IN SHELBURNE COUNTY

PROJECT 1.0: PERRY ROAD, Route 203 to Gate at Lake, approximately 3.400 kilometres

PROJECT 2.0: ROCKLAND ROAD, End of Pavement to East Ragged Lake Road, approximately 3.100 kilometres

TOTAL APPROXIMATELY..... 6.5 KILOMETRES

DRAINAGE AND GRAVELLING

In general, work on all Projects of this Contract involves rough grading, ditching and the application of Gravel Type 2 and Gravel Type M to the existing gravel roadways. In addition, supply and installation of pipe for underground drainage structures, supply and placement of rip rap, right-of-way clearing and adjustment and relocation of mailboxes are also required.

LIQUIDATED DAMAGES:

1.0 Late Completion Clause: The Department and the Contractor agree that in the event that the Contract is not completed by the Contract completion date of **November 30, 2020** the Department will suffer damages which are very difficult to identify with precision because of the nature of the project. The Department and the Contractor agree that a fair pre-estimate of the amount of set damages is **One Thousand Dollars (\$1000.00)** per day. Therefore, the parties agree that the Contractor shall pay to the Minister for each and every day after the Contract completion date, the sum of **One Thousand Dollars (\$1000.00)** determined by the parties hereto to be liquidated damages, not a penalty.

2.0 Hours of Work: The Contractor is advised that all work on this Contract shall be carried out during daytime hours. Work shall include all measures necessary to ensure that the traveled way is clear of all of the Contractor's equipment, materials, and temporary traffic control, and the road is returned to the traveling public for use in a safe manner as identified in the accepted Traffic Control Plan. Day time hours are defined as the period beginning at sunrise and ending at sunset. Sunrise and sunset will be those as posted by Environment Canada for the location nearest the work area. Contractors are expected to schedule their work in accordance with daytime hours.

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

The Contractor will be permitted to position traffic control devices along the shoulder of the road up to one half (1/2) hour prior to sunrise and to remove traffic control devices from along the shoulder of the road up to one half (1/2) hour after sunset. Any other work, as previously detailed, carried out while removing or positioning traffic control devices will be considered to be in non-compliance with daytime hours of work.

All work on this Contract not in compliance with daytime hours as defined above will be subject to a lane rental fee. Any incidence of work on this Contract not in compliance with day time hours as defined above will be subject to a lane rental fee of **One Thousand Five Hundred Dollars (\$1,500.00)** per lane for every 15-minute increment or any part thereof, unless approved night time work provisions are in place.

Work on this Contract outside daytime hours requires approval of the Engineer and the Traffic Authority and shall be in accordance with the Department's Night Work Specification.

The Hours of Work clause shall not be utilized by the Contractor, for the purpose of extending the workday beyond daytime hours at the cost of the Lane rental Fee (Liquidated Damage) as defined herein. Work done by the Contractor beyond daytime hours without approval by the Engineer may be considered to be in non-compliance with the Occupational Health and Safety Act or Regulations as defined in the Notice to All Bidders of these Special Provisions. Work carried out by the Contractor beyond daytime hours without approval by the Engineer will not be approved for payment.

Each Liquidated Damage is considered separately and applied independently.

SUPPLIERS AND SUBCONTRACTORS:

On this electronic bid submission, bidders for this Tender shall forward, via fax (902 861-4828), a statement indicating the name and location of all major suppliers and subcontractors. Major suppliers and subcontractors will be identified as those who perform, supply or contribute more than \$50,000.00 of the project's value. Faxes shall be received prior to Bid Letting (closing). Suppliers or subcontractors so named shall be acceptable to the Department. Failure to provide this information prior to the Tender Letting may result in rejection of the bid. ***In the event that there are no suppliers or subcontractors that meet the requirements stated above, the Contractor shall submit the form stating as such.***

Only one (1) supplier/subcontractor shall be permitted for each material and/or service. Statements which contain multiple names for the same material and/or service will be rejected.

The successful bidder, upon award of the Contract, shall not change the supplier or subcontractors so named without the written approval from the Department.

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

NOTICE TO ALL BIDDERS:

1. Bid Submission:

The Contractor is advised that only electronic bids will be accepted. In order to bid on this tender, Contractors must be registered with our service provider, Bid Express (www.bidx.com or phone 1-352-381-4888)

2. Nova Scotia Sustainable Procurement Policy:

This tender is being conducted pursuant to the Nova Scotia Sustainable Procurement Policy and Procurement Manual.

3. Construction Contract Guidelines:

The policies of the Nova Scotia Construction Contract Guidelines, latest edition, are applicable to these Bid Documents. These Guidelines do not supersede the Department's Standard Specification and Tender Documents for use on this Project.

4. Municipal Bylaws:

The Contractor shall abide by all Municipal Bylaws relating to work on this project. This includes but is not limited to. Restrictions on work areas, hours of operation, sound limits, etc.

5. Contractor Safety Documentation:

The Contractor is advised that safety documentation is to be submitted following **Policy PO 1075.19 "HSE Requirements for Contracted Construction and Maintenance Work"** as found under "Also Available" on the Bid Express Website.

The requirement for prequalification to be eligible to bid as stated in **Policy PO 1075.19, HSE Requirements for Contracted Construction and Maintenance Work, Subsection 1.3 Pre-Qualification of the Contractor HSE Program** is waived for this Contract.

Successful bidders are required to submit safety documents as per Policy PO 1075.19. **No work shall commence until the Contractor's HSE Program has been Approved by the Department.**

The Contractor shall take all reasonable precautions working around known hazards, as well as all other hazards at or near the workplace (project). The control measures the Contractor chooses to undertake for the hazard reduction strategy is required to be included in the contract safety plan and hazard assessment. The contractor is required to complete and submit their own hazard assessment (as part of the HSE Project Plan) and Traffic Control Plan for the project prior to commencing work, or as otherwise authorized in writing by an approved authority within the Department.

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

Toolbox talks shall be provided to the Engineer at the end of each week. Incident reports shall be submitted to the Engineer within 24 hours.

6. Contractors Permits:

6.1. Special Move Permits:

Bidders are advised that the Department's policy concerning the issuance of permits for the transportation of over-dimensional and over-weight loads have been revised. Permits will now be obtained from Service Nova Scotia and Municipal Relations through an on-line service at the government website:

<http://www.gov.ns.ca/snsmr/access/drivers/special-move-permits/about.asp>

This new service provides 24 hours, 7 days a week access to haulers requiring Single Trip - Special Move Permits for over-dimensional and over-weight loads.

6.2. Permit Transfers:

All project-specific permits will be transferred from The Department to the contractor, before or after award of the contract. Submission of a bid will be considered acceptance to receipt of all permit transfers before or after award of the contract.

7. Erosion and Sediment Control Personnel:

The Contractor is reminded that on this Contract it is mandatory that the Contractor have a person on site, who has successfully met the requirements for training in erosion and sediment control required by the Department of Transportation and Infrastructure Renewal and has a Certificate in Training (after having completed the Erosion and Sediment Control workshop offered by the Centre for Water Resource Studies (CWRS), DalTech - Dalhousie University).

8. Standard Specification:

The Nova Scotia Department of Transportation and Infrastructure Renewal wishes to advise all Contractors, who bid on this tender, that the Department's Standard Specification - Highway Construction and Maintenance *and latest revisions* shall be in use on this Contract.

Free downloads are available at: <http://novascotia.ca/tran/publications/standard.pdf>

The new specification contains some major revisions and should be closely reviewed by all bidders.

9. Survey Requirements:

The Contractor shall be responsible for all survey requirements during this project. The supplemental specification document "**Survey Responsibilities**", describing the responsibilities of both the

**SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211**

Contractor and the Department, posted under "Also Available" on the NSTIR Bidx website (www.bidx.com) shall be in effect on this Contract.

The Contractor shall be responsible for the supply and placement of construction stakes at 20 metre intervals for all phases of The Work as directed by the Engineer. All costs incurred by the Contractor associated with the survey requirements shall be included in the Contract unit prices.

10. Traffic Control:

On this Contract, Traffic Control is the responsibility of the Contractor and all costs associated with the provision of Traffic Control shall be included in the Contract unit prices.

Traffic Control, in accordance with the latest edition of the Department's Standard Specification, is required for the Contractor to complete all work under this Contract in a safe manner for the travelling public and for all personnel on the work site. Traffic control is the responsibility of the Contractor and shall be carried out in accordance with the latest edition of the Department's "Temporary Workplace Traffic Control Manual" which takes precedence over the Standard Specification with regard to signing and traffic control procedures.

Traffic Control Signs identified as "TC Signs and Regulatory Signs" in the latest edition of the Department's "Temporary Workplace Traffic Control Manual", as required, shall be supplied, installed and maintained by the Contractor. "Minister - Project Signs" and "Joint Federal Provincial Signs" be supplied by the Department, shall be installed and maintained by the Contractor. Traffic Control Signs required but not identified as "TC Signs or Regulatory Signs" in the latest edition of the Department's "Temporary Workplace Traffic Control Manual" will be supplied by the Department, and shall be installed and maintained by the Contractor. Signs supplied by the Department, not returned by the Contractor at completion of the Project, will be charged to the Contractor at 100% of their replacement cost.

NO WORK AND NO LANE CLOSURES WILL BE PERMITTED ON THIS CONTRACT DURING THE FOLLOWING PERIODS, UNLESS OTHERWISE APPROVED IN WRITING BY THE ENGINEER:

- ***FROM NOON FRIDAY, OCTOBER 9, 2020 TO SUNRISE TUESDAY, OCTOBER 13, 2020***
- ***ALL OTHER WEEKEENDS FROM NOON FRIDAY TO SUNRISE ON MONDAYS***

Prior to the commencement of any construction, the Contractor shall provide to the Engineer a schedule of work activities, which shall include the method of Traffic Control.

The Contractor is advised that lane closures are not permitted beyond daytime hours as defined in Liquidated Damages Paragraph 2.0 - Hours of Work, of these Contract Documents.

11. Truck Rates:

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

The Contractor is hereby notified that the Department of Transportation and Infrastructure Renewal truck rates which came into effect on **February 1, 2020** and are in effect for this Contract, in situations where the 80-20 Rule applies, are posted on the NSTIR BidX Website (www.bidx.com).

No overweight portion of any weight certificate/ticket will be paid regardless of who completed the weighing and the reason for the overweight portion. All trucks shall provide to the Department's Weigher the licence plate number for the vehicle. The Department will not issue a weigh ticket unless the licence plate number is provided.

The contractor shall provide a Haul Distance Agreement Form at the pre-job meeting.

Effective for contracts closing after April 1, 2020, the Department has approved a 5% rate increase to the tonne-kilometer rate for gravel delivered to a mechanical shoulder gravel spreader (for TANS Trucks only.) Effective for contracts closing after April 1, 2020, the Department has approved a 3% rate increase to the hourly rate and the tonne kilometer rates for gravel and asphalt concrete when delivered in a live bottom trailer (for TANS Trucks only).

12. Directives Related to the 80-20 Rule:

In consultation with the Truckers Association of Nova Scotia (TANS) and the Nova Scotia Road Builders Association (NSRBA) two new Directives relating to the application of the 80-20 Rule have been developed. The Directives are; Directive 22 (Guide for Hiring TANS Trucks) and Directive 23 (TANS Unable to Supply all Trucks Requested by the Contractor). These Directives will apply to all contract work for 2017 and going forward unless otherwise instructed. Copies of the Directives are posted on the Department's BidX Website.

13. Site Access:

The Contractor shall be responsible to provide all access to the work site, either through public or private property at all times. The Contractor is responsible for maintaining all entrances to public or private properties such that they are accessible with acceptable grades at all times. The Contractor shall provide the Department with a site access plan for review and approval prior to the start of the work.

14. Access to Highways from Pits and Quarries:

In order to access any public highway, Contractors are reminded that prior to opening a new pit or quarry approval to access the highway shall first be obtained from the Department's local Area Manager.

15. Conditions for Temporary Permit- Pits and Quarries:

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

The Contractor shall notify the Department of their intent to make use of the Department's Exemption. In order for the Department to consider the request for the Exemption no activity on a previously active site or a proposed new site (e.g. clearing, grubbing, excavation, construction of an access road) will be permitted. In the event that development of the site has been initiated prior to the Department receiving notification the Department will not consider the request to utilize the Exemption and the site will be referred to the Department of Environment. The Contractor will only be permitted to perform such activities on the new site, prior to notifying the Department, as would be required to determine the quality of the source rock (e.g. test pits and/or core drilling).

In order for the Contractor to seek approval by the Department under the Exemption, the Contractor shall, prior to any development of the pit or quarry, adhere to the conditions as stated in the document "TIR Supervision of Pits and Quarries" as found on TIR's BidX website. Approval of any source under the Exemption will not be a condition of award. The Department will review the submission for compliance. The Department reserves the right to reject any proposal that does not meet the stated requirements. Time required by the Department to review the submission will not be considered as a claim for damages on the part of the Contractor. Should approval not be granted the Contractor shall supply the material(s) from an approved source. The Contractor will be permitted to change sources after award provided the conditions outlined above are met.

16. Damage and Repairs to Existing Roadways and Utilities:

The Contractor is responsible for any and all damage to the existing roadway and/or Utilities, caused by their adjacent construction work. The contractor shall make timely repairs acceptable to the engineer, at their own cost, as directed by the engineer, during execution of the contract. In the event that repairs are not carried out within 72 hrs after the Contractor has been advised to do so by the Engineer, the Department will carry out repairs and recover the cost of such repairs from the Contractor.

17. Cooperation Between Contractors and Department Staff:

During the course of completing the work on this Contract the Contractor may be required to work in close proximity with Transportation and Infrastructure Renewal (TIR) staff and/or other contractors or consultants. The Contractor shall make every reasonable effort to schedule their activities so as not to bring them into conflict with the work of other TIR Staff and/or other contractors or consultants. Should a conflict arise, the Engineer shall arbitrate any such disputes. The decision of the Engineer will be final.

Delays incurred due to this situation shall not constitute a claim on the part of the Contractor for damages or for any loss of anticipated profits.

18. Indigenous Labour Engagement:

The Contractor and/or Sub-Contractors (sub-contractors: when possible) shall demonstrate a commitment to employ a minimum of 10% of the labour (skilled and or unskilled) required on this Contract from qualified individuals identified by (MEBO). The contractor shall contact Alex Paul, Executive Director with the Mi'kmaw Economic Benefits Office (MEBO) at 902-565-6897 or email:

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

alexpaul@mebons.ca to obtain a list of available workers, from the Indigenous Community, along with their skills or trade qualifications.

In order to show that the Contractor has made every reasonable effort to meet the above referenced employment requirement and show what engagement steps have been taken; the Contractor shall complete the INDIGENOUS LABOUR ENGAGEMENT CHECKLIST, found under "Also Available" on the BIDX website <https://www.bidx.com/ns/main>. Engagement may include but is not limited to a community information session, an employment and supplier session, as well as regular project update calls.

PART 1 of the checklist shall be completed before work begins on the Contract and shall be emailed to both the Project Engineer and MEBO. This will show that the Contractor, and/or Sub-contractor has made a reasonable effort to reach out to the Indigenous community.

PART 2 of the checklist shall be completed and submitted to both the Project Engineer and MEBO once the Contract is complete. This will demonstrate what steps the Contractor, and /or Sub-contractor made during the Contract to engage the Indigenous community.

If a worker, identified by the community engaged on this Contract, cannot demonstrate an ability to perform the work they are qualified for the Contractor has the authority to replace them with another qualified worker as approved by the Engineer. The intent with any replacement worker is to maintain the minimum 10% participation. Should a dispute arise in relation to employment of any Indigenous person the Employment Officer, in consultation with MEBO, shall contact the Engineer. The Engineer will examine all evidence submitted by the parties involved. The Engineer may make whatever enquiries as they deem necessary to resolve the dispute. The Engineer's decision will be final and not subject to appeal.

In addition, Contractors shall be aware that many Indigenous communities are home to small businesses that can provide local services that may benefit the contractor.

ITEM 02.03.007:

DITCHING:

This item shall be carried out in accordance with the Department's Standard Specification, Division 2 Section 3 – Roadway and Drainage Excavation, except as modified below.

On this Contract Ditching shall also include hand cleaning of the inlet and outlet end of culverts blocked or partially blocked during the ditching operation, and the removal of any stumps located within the ditching limits. On this Contract, Hydroseeding as required to cover areas that are disturbed by the ditching operation shall be completed within 14 days of the ditching.

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

ITEM 02.09.001:

WATER FOR COMPACTION AND DUST CONTROL:

This item shall be carried out in accordance with the Department's Standard Specification, Division 2 Section 9 - Water for Compaction and Dust Control, except as modified below:

Water slips must be provided to the Engineer by the end of each month or no payment will be made for this item.

The maximum allowable unit price for Water for Compaction and Dust Control shall be \$10.00/kilolitre (ten dollars per kilolitre).

ITEM 02.10.001:

GRADING ROUGH:

This item shall be carried out in accordance with the Department's Standard Specification, Division 2 Section 10 - Rough Grading, except as modified below.

On this Contract, Grading Rough will only be paid once for rough grading utilized for preparing drainage of the shoulder, and removal of unsuitable material from the existing shoulders in isolated areas prior to repaving or as otherwise directed by the engineer.

Rough Grading material shall not be disposed of in the existing ditches, surplus material shall be loaded and transported to a disposal area outside the right-of-way. The disposal area shall be supplied by the Contractor and approved by the Engineer. The loading, transporting, disposal, and the supply of disposal site shall be at the Contractor's expense.

ITEM 02.12.001:

EXCAVATION FOUNDATION COMMON:

This item shall be carried out in accordance with the Department's Standard Specification, Division 2 Section 3 - Roadway and Drainage Excavation except as modified below.

The Contractor is responsible for the removal and disposal of all unsalvageable materials to the satisfaction of the Engineer.

This item may include removal of rock, tree roots and vegetation deemed necessary to construct proper ditching for water control purposes.

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

ITEM 03.06.002:

RIP RAP LOOSE LAID:

This item shall be carried out in accordance with the Department's Standard Specification, Division 3, Section 6 – Loose Laid Rip-Rap, except as modified below.

There shall be a minimum of 70% of Loose Laid rip-rap between the 300 mm and 450 mm size sieve. The loose laid rip rap shall be clean blasted quarry stone, free from organics and other debris. Loose laid rip rap may need to be washed prior to placement at the contractor's expense, the supply and placement of medium weight geotextile fabric where as directed by the Engineer.

ITEM 03.07.001:

RIP RAP HAND LAID:

This item shall be carried out in accordance with the Department's Standard Specification, Division 3 Section 7 – Hand Laid Rip Rap except as modified below.

On this Contract, Rip Rap Hand Laid shall include the removal of the existing Rip Rap (if applicable), base preparation, the hand cleaning of culvert ends (if required) and the supply and installation of Hand Laid Rip Rap on new and/or existing culverts, as directed by and to the satisfaction of the Engineer. On this Contract, installation of hand laid rip rap as required for Driveway Culverts shall be completed within 14 days of the culvert's installation.

ITEM 03.12.003:

GRAVEL TYPE 2 (EPS):

This item shall be carried out in accordance with the Department's Standard Specification, Division 3 Section 12 - Gravel Type 1, 1S, 2 & M (EPS), except as modified below.

The minimum Percent Fractured Particles for Gravel Type 2 shall be eighty (80%) percent.

Prior to the placement of Gravel Type M, Gravel Type 2 will be placed and compacted at various locations along the roadway where and as directed by the Engineer.

Payment for Gravel Type 2 (EPS) shall be at the Contract unit price per tonne which shall be full compensation for work described in this item, including plant, equipment, materials, labour, grading, compaction and incidentals necessary to complete the work.

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

ITEM 03.12.006:
GRAVEL TYPE M (EPS):

This item shall be carried out in accordance with the Department's Standard Specification, Division 3 Section 12 - Gravel Type 1, 1S, 2 & M except as modified below.

On this Contract Gravel Type M shall be placed and compacted on the existing roadway at a ***thickness of approximately 150 mm*** or as otherwise directed by the Engineer.

Gravel Type M shall be placed and compacted to a minimum of 100 % maximum dry density attained using the method prescribed herein as "Control Strip". The shaping of the material shall be continued until it is well compacted, free from ruts, waves and undulations.

ITEM 05.12.091:
CROSS CULVERT HDPE 450MM DIA:

This item shall be carried out in accordance with the Department's Standard Specification, Division 5 Section 12 - Underground Drainage Systems, except as modified below.

Payment for HDPE 450 mm dia. will be by the unit bid price per metre which price shall be full compensation for supply and installation of the new HDPE, including all materials, rubber gaskets, labour, tools, saw cutting, coring, grouting, equipment, transportation, erosion and sediment controls and any incidentals necessary to complete the work ***including water control***. Foundation excavation and gravels (as required) will be paid at the Contract unit bid price for these items.

In addition to the requirements stated in the Standard Specification, Division 5, Section 12, Subsection 4.1.5, the following connections shall be used where two or more sections of HDPE pipe are to be connected.

Cross Culverts: A Type 1 (watertight) connection shall be used.

Driveways: Either Type 1 (watertight); Type 2 (soil type); or Type 3 (requiring split couplers) connection shall be used. If Type 2 connections are used, they are to be wrapped in geotextile. Split couplers shall be permitted on driveways only.

All work shall conform to any Nova Scotia Environment Approvals and/or Notifications, the Nova Scotia Environment Activities Designation Regulations and the Nova Scotia Watercourse Alterations Standard.

Surplus removed culverts deemed serviceable by the Engineer shall be delivered to the **Department's Yarmouth Base.**

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

ITEM 05.12.184:

PIPE HDPE 375MM DIA:

This item shall be carried out in accordance with the Department's Standard Specification, Division 5 Section 12 - Underground Drainage Systems, except as modified below.

Payment for Pipe HDPE 375mm dia. will be paid by the unit bid price per metre which price shall be full compensation for supply and installation of the new HDPE, including all materials, labour, tools, saw cutting, coring, grouting, equipment, transportation, erosion and sediment controls and any incidentals necessary to complete the work ***including removal and disposal of any existing culverts***. The contractor shall be responsible for disposal of unsalvageable culvert material at a site approved for receiving and disposal of these materials.

In addition to the requirements stated in the Standard Specification, Division 5, Section 12, Subsection 4.1.5, the following connections shall be used where two or more sections of HDPE pipe are to be connected.

Cross Culverts: A Type 1 (watertight) connection shall be used.

Driveways: Either Type 1 (watertight); Type 2 (soil type); or Type 3 (requiring split couplers) connection shall be used. If Type 2 connections are used, they are to be wrapped in geotextile. Split couplers shall be permitted on driveways only.

All work shall conform to any Nova Scotia Environment Approvals and/or Notifications, the Nova Scotia Environment Activities Designation Regulations and the Nova Scotia Watercourse Alterations Standard.

Surplus removed culverts deemed serviceable by the Engineer shall be delivered to the Department's Yarmouth Base.

ITEM 06.50.001:

MAIL BOXES- ADJUST AND RELOCATE:

During the course of construction, it may be necessary to adjust the height of or relocate mailboxes. Mailboxes to be relocated or adjusted will be designated by the Engineer. The final condition of the boxes shall be as good as or better than their condition before construction.

Mailbox Adjust and Relocate will be paid for at the Contract bid price per each, which price shall be full compensation for the raising or removal and relocation of the boxes, including excavation quantities, and the supply of all equipment, plant, labour and incidentals necessary to complete the work.

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

ITEM 06.60.001:

MOBILIZATION:

This item shall be carried out in accordance with the Department's Standard Specification, Division 6 Section 13 - Mobilization, except as modified below.

For this Project Option **A** will be utilized.

ITEM 50.21.007:

CLEARING BRUSH TYPE C-RIGHT-OF-WAY:

This item shall be carried out in accordance with the Departments Standard Specification Division 2 Section 1 - Clearing and Division 1 Section 5 - Environmental Protection, except as modified below:

Work under this Contract shall consist of the cutting and disposal of small trees, brush and slashings by hand or machine methods. Prior to the Contractor commencing work, the Engineer shall identify and locate in the field the proposed sections for brush cutting.

All brush cutting operations performed in the vicinity of power lines shall be conducted in accordance with the Nova Scotia Occupational Health and Safety Regulations, Part II, Section 126 - Electrical Safety, Hazardous Work (latest amendment). In accordance with these regulations, Contractors must obtain approval for this work, and may be required to be certified for cutting operations, by the authority owning or operating the energized lines.

1. EQUIPMENT

1.1 Brush Cutting Machinery:

1.1.1 Equipment Design. Self-propelled, mechanized, brush cutting machinery on this Contract shall be of design and manufacture for the intended purpose of brush cutting. The Engineer shall approve all brush cutting equipment proposed for use on this Contract prior to commencement of the work.

1.1.2 Protective Devices. All brush cutting machinery shall be equipped with guards, fences and other protective devices as required to prevent the discharge of projectiles or other flying debris from the machinery.

All protective devices shall be inspected regularly by the Contractor and repairs conducted immediately to defective parts. Modification or removal of protective devices shall not be permitted. Copies of all inspection reports shall be forwarded to the Engineer within 24 hours of conducting the inspection.

1.1.3 Operation. Operation of the brush cutting machinery shall be by competent personnel who are qualified and hold the appropriate license for the machine being operated. In no case will anything less

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

than a full Class 5 license be acceptable. The operator must be trained in the safe use of the brush cutting machinery.

1.2 Hand Equipment. Saws and other hand equipment employed shall be of sufficient size and capacity to adequately perform the work in a safe and effective manner.

Hand equipment used on this Contract, such as bush saws and chainsaws, shall be inspected and maintained in good repair with all guards and protective devices in place and operable.

Copies of all equipment inspection reports shall be forwarded to the Engineer within 24 hours of conducting the inspection.

1.3 Disposal Equipment

4.3.1 Brush Chippers:

1.3.1.1 Design. Mechanized brush chippers employed on this Contract shall be of design and manufacture for the intended purpose of brush chipping. The Engineer shall approve all brush disposal equipment proposed for use on this Contract, prior to commencement of the work.

1.3.1.2 Operation. Mechanized brush chippers employed on this Contract shall be of sufficient size and capacity to ensure the safe and adequate disposal of brush and other material to be chipped. Operation of the chipper shall be by competent personnel who are qualified and trained in the safe use of the chipper.

1.3.1.3 Protective Devices. Brush chippers shall be equipped with protective devices such as guards, fences, brakes or other devices to ensure the safe use of the chipper. The feed area of the chipper shall be equipped with a hopper or enclosure of sufficient size and dimension to ensure there is no potential for free flying debris or other projectiles discharging from the feed area.

1.3.1.4 Maintenance. Brush chippers shall be inspected regularly and maintained in good working condition. All defective knives or cutter parts shall be replaced immediately. Maintenance of the chipper shall be performed by a competent person qualified and trained in the proper maintenance of the equipment.

Copies of all equipment inspection reports shall be forwarded to the Engineer within 24 hours of conducting the inspection.

2.0 METHOD OF CONSTRUCTION

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

2.1 Permits. The Contractor shall be responsible for identifying the requirements for, and obtaining, all permits and approvals necessary to execute the brush cutting and disposal work. The costs of all permits shall be borne by the Contractor.

2.2 Brush Cutting Locations. Prior to commencing work, the Engineer shall locate in the field all proposed areas for brush cutting. These brush cutting sections shall be reviewed by the Contractor, with the Engineer, to confirm locations and limits for cutting.

2.3 Brush Cutting and Disposal:

2.3.1 Brush Cutting. Brush cutting shall be performed in accordance with the Department's Standard Specification Division 2 Section 1 - Clearing and Division 1 Section 5 - Environmental Protection except as modified below:

Type C - Right-of-Way Clearing

- i. Clearing Brush - Type C shall consist of clearing by cutting or removing, by hand or machine methods, all brush, all trees and other woody growth within the right-of-way to the limits as directed by the Engineer.
- ii. The maximum cut-off height for all cutting shall be 150mm. Trees having a butt diameter greater than 100 mm shall be cut.

2.3.2 Cutting In Restricted Zones. Cutting with mechanized, self-propelled, brush cutting machinery shall not be permitted within 60 metres of homes, buildings, pedestrian ways or other locations inhabited by or frequented by people. All cutting within these restricted zones shall be performed by hand cutting methods.

Prior to commencing work, the Engineer shall review the location of these restricted zones with the Contractor.

2.3.3 Clean Up And Disposal. The contractor shall chip all cuttings and fallen growth. The Contractor shall broadcast the chips over the right-of-way area that has been cleared. The chips are not to be left in large piles, nor shall they be discharged where they will run into a watercourse or block ditches, culverts, drains, etc. Slashings from a brush cutting machine (e.g. grader mounted brush cutter) shall be broadcast within the right-of-way, large slashings must be chipped. Trees with a butt diameter larger than 100mm must either be removed from the site or piled neatly at the back of the cleared area for the abutting landowner. The decision whether to remove the trees or to pile them at the back of the cleared area shall be at the discretion of the Area Manager.

2.3.4 Restoration of the Site. All damage to pavement, shoulders, ditches, slopes, lawns and other areas on or off the Department right-of-way, arising from the Contractor's work, shall be repaired to the satisfaction of the Engineer within 5 working days at the expense of the Contractor.

3.0 METHOD OF MEASUREMENT

SPECIAL PROVISIONS
TENDER NO. 2020-211
PROPOSAL NO. 2020-211

Measurements (length and width) are to be made and recorded to the nearest 0.1 metres. Horizontal width measurements will be what is cut at ground level from face of stump nearest the rounded shoulder to the point of furthest cut. Measurements are to be taken a minimum of every 100 metres and at locations of significant change in width. In the case of irregular shaped areas of brush cutting, a sketch with measurements must be used to more accurately describe the area. When applicable, uncut areas (e.g., driveways, intersections, bare sections, rocky outcrops, etc.) must be deducted from the total area cut.

4.0 BASIS OF PAYMENT

Clearing Brush shall be paid for at the contract unit bid price per hectare . The unit bid price shall be full compensation for clearing the areas designated by the Engineer and shall include the supply of all equipment, plant, labour, tools, supervision, permits, traffic control and incidentals necessary to perform the cutting and disposal.