

# Parks, Recreation & Culture

## REQUEST FOR CONSTRUCTION

Valley Gate Park, South Uniacke  
RFC50205

Release date: June 25, 2018

Tenders will be received up to  
3:00:00 pm local time on Tuesday, July 24, 2018

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: (902) 883-7098, Ext 232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
**We live it!**

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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 qualified Contractor to supply all materials, plant and labour to establish a new park in South Uniacke, including, without limitation, the following, as further described in Section 2, the Statement of Requirements: site preparation including clearing and grubbing, the establishment of a new driveway, parking area and sports court, preparation for a new playground to be issued as a separate competition, a new trail, and the final grading and landscaping of the area. 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:** the Tenderer whose Tender is selected for award, referred to as the Contractor for the purposes of the Contract.

### 1.3 TENDER CLOSING DATE

- 1.3.1. Tenders will be received up to 3:00:00 pm local time on July 24, 2018 at the address listed below:

Municipality of East Hants  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: RFC50205

- 1.3.2. Tenders must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to confirm receipt prior to the stated Tender Deadline. Please allow sufficient time to be served by staff.

### 1.4. TENDER SUBMISSION

- 1.4.1. Tenderers shall submit their Tender as one original copy.
- 1.4.2. The Tender shall be sealed in an envelope and shall be labeled:  
  
"RFC50205 - Valley Gate Park, South Uniacke"
- 1.4.3. When sending by courier or other means where the label may be obscured, the Contractor must ensure the Competition Number appears on the outer packaging.



## 1.5. INQUIRIES

- 1.5.1. All questions or requests for additional information or clarifications regarding this Tender shall be in writing, either by letter to the address specified for the submission of Tenders or by email, to the attention of:

Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)

- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. Inquiries and questions will be accepted up until 3:00:00 pm local Nova Scotia time on **July 16, 2018**.
- 1.5.4. 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 acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.
- 1.5.5. 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 Tender 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.

## 1.6 SITE BRIEFING AND ASSESSMENT

- 1.6.1. A Site Briefing will be held at 262 South Uniacke Road on **July 9, 2018 at 10:00 am**, local time. The Site Briefing is not mandatory, but it is highly recommended.

## 1.7. TENDER REQUIREMENTS

- 1.7.1. Tenders may only be amended or withdrawn by letter received at the closing address prior to the Closing Date and time and only as proscribed below. Amendment or withdrawal by facsimile or email is not permitted.
- 1.7.1.1. For revisions to Unit Price Tenders, the amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either the original or the revised total price. However, the Tenderer must make clear which unit prices are being amended by reference to the correct unit price identification and description.
- 1.7.1.2. For adjustments to the lump sum Tendered prices, indicate to "Increase" or "Decrease" the Tendered lump sum Price as appropriate and indicate the amount by which the Price is to be increased or decreased.
- 1.7.1.3. Head the amendment or withdrawal as follows: "[Amendment] / [Withdrawal] of Tender for RFC50205 - Valley Gate Park". Sign and Seal as required for the Tender and submit at the

address given for the receipt of Tenders. Amendments and withdrawals must be signed by the same person who signed the original Tender or by an officer of the company with similar authority. Be sure that the name, address and contact information for the Tenderer is included in this letter.

- 1.7.2. Include all taxes except Harmonized Sales Tax (HST) in Tender prices.
- 1.7.3. The Tenderer agrees to complete the clearing, grubbing and land grading by **October 14, 2018** sufficiently to allow access by the Vendor installing the playground to do their work. The Tenderer further agrees to complete all Work on or before **November 30, 2018**.
- 1.7.4. 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.
- 1.7.5. If Owner considers that correction, explanation or interpretation is necessary, either as a result of an inquiry or question or resulting from their own investigations, a written addendum will be issued. All applicable addenda will form part of Contract Documents.
  - 1.7.5.1. The Owner reserves the right to amend the Contract Documents at any time and for any reason prior to Tender Closing by way of written addenda.
  - 1.7.5.2. The Contractor must confirm in the Tender Form that all addenda have been received.
- 1.7.6. Complete Tender Form provided in ink. 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.
- 1.7.7. The price(s) offered by the Tenderer in the Tender Form shall include all costs necessary to complete the Work, or portions thereof, as it is specified in the Tender documents. The price(s) shall be in Canadian dollars, exclusive of Harmonized Sales Tax (HST).
- 1.7.8. In the case where Unit Prices are Tendered and where there is conflict between the Unit Price and the extended Price in the Tender, East Hants will rely on the extended Prices in evaluating the Tender.
- 1.7.9. The Tenderer must provide prices for all items included in the Tender Form, including items marked "Provisional". East Hants will evaluate the tenders based on the Total Price in the Tender Form but East Hants is not obligated to complete the Work associated with a Provisional Item.
- 1.7.10. This project will be subject to the requirements of the *Builders' Lien Legislation* and the *Hold Back* provisions of the form of contract.
- 1.7.13. All Tenderers must complete and submit with their tender the Safety Questionnaire included as Appendix B.
- 1.7.11. The form of agreement associated with this Tender will be the *CCDC 4 Unit Price Contract*, modified by any supplementary conditions, schedules or exhibits which may be identified during the herein or during Tender process.
- 1.7.12. 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 4 Unit Price Contract* or as modified in the Supplementary Conditions in Appendix B. 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.

- 1.7.13. The Tenderers must workplace injury insurance with the Workers' Compensation Board of Nova Scotia (WCBNS) in order to be eligible to complete the Work. If the Tenderer is normally exempt from coverage under the Workers' Compensation Act, NS, they will be required to obtain such coverage for the duration of the Work. Failure to obtain coverage prior to starting the Work, for any reason, will result in the award being terminated.
- 1.7.14. 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.
- 1.7.15. The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Tender or any resulting agreement to complete the work. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this agreement, and shall survive this agreement and any subsequent agreement.
- 1.7.16. Tenderers must complete and submit with their Tender Appendix A, the Tender Form.

#### **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 and will be returned unopened. Faxed Tenders will not be accepted. Emailed Tenders will not be accepted.
- 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. For greater clarity, this may include, without limitation, recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may evaluate the Tender.
- 1.8.4. 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.
- 1.8.5. 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.
- 1.8.6. 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.
- 1.8.7. 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.
- 1.8.8. 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.
- 1.8.9. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the Tenders.



- 1.8.10. East Hants reserves the right to interpret any and all aspects of this Tender as may be most favourable to East Hants.
- 1.8.11. Should a Tenderer find any discrepancies, errors, or omissions in this Tender, 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.
- 1.8.12. 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. 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.
- 1.8.14. 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 the *CCDC 4 Unit Price Contract*, including any Supplementary Conditions contained herein or as identified during the Tender process.
- 1.8.16. This process and the procurement of Goods and Services, if any, resulting from this Tender process will be subject to the [Atlantic Provinces Terms and Conditions, Goods and Services](#) and the terms and conditions noted herein. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.
- 1.8.17. 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 and all Tenders that, in its sole discretion, are not in the best interests of East Hants.
- 1.8.18. 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;
  - not to accept the lowest bid price; or
  - alter the schedule, process, or any other aspect of the Tender, as it may determine in its sole and absolute discretion.
- 1.8.19. One or more of the following trade agreements may apply to this solicitation:
  - Atlantic Canada Procurement Agreement
  - Canada Agreement on Free Trade
- 1.8.20. 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.

- 1.8.21. 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.
- 1.8.22. 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 privately. Tenderers will be advised of the results of the Tender once a determination of award has been made.

## 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 each Lump Sum (LS) price is the entire price, exclusive of HST, to perform the Work described for that item in the Tender Documents. For items with a Unit Price, the Unit Price shall be the entire price, exclusive of HST, to fully complete one unit of the Work described in the Tender documents.
- 1.11.2. The Lump Sum and Unit Rate prices shall include all plant, materials, equipment, and labour necessary to perform the Work in a safe, competent, and professional manner sufficient to complete the Work in a timely fashion.
- 1.11.3. The Tenderers' names and Contract Price submission may be released to the public once opened. East Hants may also publish revised amounts based on the verification completed as part of the Tender evaluation.
- 1.11.4. In the event the sum of the tendered prices for items not listed as Provisional exceeds the estimated price budgeted to complete the Work, East Hants may, in its sole discretion, utilize one or more of the methods specified in the *Construction Contract Guidelines, Nova Scotia*, Current Edition, section 6.7 *Effect of Bids Higher than the Estimated Contract Value* in determining a way to proceed.



## 2. STATEMENT OF REQUIREMENTS

### 2.1. Overview

- 2.1.1. East Hants is developing new park within the Municipality of East Hants. The site is located at **262 South Uniacke Road**.
- 2.1.2. Contractor hereby agrees to supply all materials, plant, equipment, and labour to complete the Work. The Work includes, but is not necessarily limited to, the following, further defined below: Site Preparation, the establishment of a new Driveway, the establishment of a new Parking Lot, the installation of a Gravel Pad, Asphalt Pad and Goal for a new Basketball Court, the installation of a Basketball Court Fence, development of new Trail, and the Final Site Works.
- 2.1.3. There will be a separate contract for the supply and installation of playground equipment which will commence after the Site Preparation work is completed in the area where the playground will be installed. The supplier of the playground equipment will be responsible to complete the remaining work associated with establishing and finishing the playground.
- 2.1.4. Certain items are marked as provisional in the Contract Documents. East Hants may, in their sole discretion, chose not to proceed with any item marked as Provisional and the Contractor will not charge for nor will they be compensated for any Work, including Work associated with a Provisional Item, which is not performed.
  - 2.1.4.1. In the event that East Hants does proceed with Provision Items which are priced by the meter or square meter, East Hants will only pay for the actual length of trail or area upon which Work was done, at the rate specified in the Table.
  - 2.1.4.2. East Hants and the Contractor will measure the areas together and the total measurement will be rounded to the nearest whole unit to determine the actual length or area.
- 2.1.5. If materials and debris are to be disposed at the Waste Management Facility in Georgefield, NS, East Hants will arrange for tipping fees to be waived.
- 2.1.6. The Municipality will provide the working in the Right-of-Way Permit for the driveway from Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) and the development permit from the Municipality of East Hants. The Contractor will be responsible for all other permits and approvals, including the notification to Nova Scotia Environment (NSE) with respect to installation of the culvert, if required.
- 2.1.7. East Hants has provided a site map as Exhibit 1. This shows the approximate layout of the Work, as well as the approximate location of some holes that must be filled from materials on the site and an area identified as the Stockpile Area.
  - 2.1.7.1. The Stockpile Area is an area where the Contractor may dispose of soil and rock from the grubbing on the rest of the site.
  - 2.1.7.2. All salvageable timber is to be removed from site. All stumps, limbs, treetops under 3" in butt diameter can be broken up as is reasonable and placed in the Stockpile Area. Stumps are to be placed roots down, voids filled with earth & rocks and the top and sides of the Stockpile to be covered with 0.6m of earth, then track packed with heavy equipment.



- 2.1.7.3. The Stockpile must have 3:1 slopes and not exceed 4 meters in height from original ground. The Contractor may, with the approval of East Hants but at their own expense, use additional area for the Stockpile; this area would be on the north side of the Stockpile.
- 2.1.7.4. Chipping on site is allowed, however any chipped material which cannot be incorporated in the Stockpile Area must be disposed of off-site.
- 2.1.7.5. Large rocks must be fully covered if disposed in this area. East Hants will consider leaving very large rocks in place, if identified by the Contractor and if the Work can be completed if they remain in place.
- 2.1.7.6. Excess soil and rock from the grubbing may be used as bulk fill to build up the trail to abut Shirley Drive as described in the Trails section, provided it is compacted as described. Soil from grubbing and trail excavation may also be used on the shoulder of trails.
- 2.1.8. Erosion and sediment control to be in accordance with the Nova Scotia Environment (NSE) Erosion and Sediment Control Handbook for Construction Sites.

## **2.2. Contract Documents:**

### **2.2.1. The Contract Documents include:**

- 2.2.1.1. CCDC 4 Unit Price Contract;
- 2.2.1.2. Supplementary Conditions to the CCDC 4 Unit Price Contract;
- 2.2.1.3. Section 2, Statement of Requirements (this section);
- 2.2.1.4. Exhibit 1, Site Map;
- 2.2.1.5. Exhibit 2, Drawings;
- 2.2.1.6. Any Addenda produced during the Tender process.

## **2.3. Site preparation:**

- 2.3.1. Clear the entire Park Location area marked in green on Exhibit 1, approximately 3000 square meters in size.
  - 2.3.1.1. Clear all trees and brush, including felled trees, previously uprooted trees and surface debris.
  - 2.3.1.2. Remove any trees adjacent to the cleared site which may pose a danger in the area that was cleared.
- 2.3.2. Grub the area marked by East Hants, including the excavation and proper disposal of all stumps, roots, embedded timber, rock fragments, humus, root mat and topsoil.
  - 2.3.2.1. Remove stumps and roots down to 200mm below finished ground surface



- 2.3.2.2. Remove visible rock fragments and boulders greater than 300mm in size, but less than 0.25 m<sup>3</sup>. In may be possible to leave large rocks 2 meter plus in their current location if it does not affect construction, the contractor can request this from the project manager
- 2.3.2.3. Use grubbed soil and rock to fill in five holes/trenches marked in Red and to fill in Stockpile Area, both identified on Exhibit 1.
- 2.3.2.4. Leave ground surface in condition suitable for immediate grading.
- 2.3.3. Grading
  - 2.3.3.1. Area is to be graded so that there are no piles of material remaining, except for those that may have been created in the Stockpile Area.
  - 2.3.3.2. There are existing piles of materials which are to be graded as part of this scope.
  - 2.3.3.3. The grading is to establish positive drainage and there are to be no areas left where water can pool.
- 2.3.4. Restrictions:
  - 2.3.4.1. Wood materials, except as noted, may not be burned or buried on site.
- 2.4. Driveway:
  - 2.4.1. Contractor to establish new 3 meter wide driveway with a length of 13 m.
    - 2.4.1.1. Driveway to consist of a minimum compacted depth of 200 mm of 3" minus rock covered by a minimum compacted depth of 100 mm of Type 1 gravel.
    - 2.4.1.2. The grading is to establish positive drainage and there are to be no areas left where water can pool.
- 2.5. Parking Lot:
  - 2.5.1. Contractor to establish a new gravel parking lot:
  - 2.5.2. Driveway to consist of a minimum compacted depth of 200 mm of 3" minus rock covered by a minimum compacted depth of 100 mm of Type 1 gravel.
  - 2.5.3. The grading is to establish positive drainage and there are to be no areas left where water can pool.
- 2.6. Gravel Pad for Basketball Court:
  - 2.6.1. Contractor to establish a new gravel pad 20m by 10m, in accordance with Exhibit 2, for a new basketball court. The scope includes, but may not be limited to, the following:
    - 2.6.1.1. Excavate to a depth of 300mm.
    - 2.6.1.2. Supply and place geotextile fabric.
    - 2.6.1.3. Supply and place Type 2 gravel and compact to a minimum of 300mm.



- 2.6.1.4. Supply and place Type 1 gravel and compact to a minimum of 150mm.
- 2.6.1.5. Pad to be graded to provide 0.5 positive drainage.
- 2.6.2. Site to be left suitable for the installation of asphalt.
- 2.6.3. Gravels must be compacted to 100% Standard Proctor Density and test results must be provided to East Hants.

## **2.7. Asphalt Pad for Basketball Court:**

- 2.7.1. Contractor to supply, place and compact asphalt in accordance with best industry practice, Appendix B, and as follows:
  - 2.7.1.1. Asphalt to be installed and compacted in two lifts.
    - 2.7.1.1.1. Lift 1 shall be installed to a compacted thickness of 50mm of Type B (18.75mm mix).
    - 2.7.1.1.2. Lift 2 shall be installed to a compacted thickness of 40mm of Type D (9.4mm mix).
  - 2.7.1.2. Finished asphalt surface shall provide for 0.5% positive drainage.
  - 2.7.1.3. Place asphalt courses only when the temperature at surface is greater than five degrees Celsius and rising. Suspend operations when the temperature drops below the minimum specified temperature.
  - 2.7.1.4. Place asphalt so that seams are flush and will in no way impact playing conditions. Asphalt to provide a minimum 0.5% grade across the court.
  - 2.7.1.5. Use hot tampers for hand tamping asphalt edges which cannot be covered by a roller.
  - 2.7.1.6. Finished pavement shall be smooth, true and level to the line, and free from depressions exceeding 3.13mm) as measured with a 3m straight edge in any direction. This requirement includes seams between courses of asphalt.
    - 2.7.1.6.1. Low or defective areas shall be cut out immediately and replaced with fresh, hot mixture, placed and compacted to blend with the surrounding areas, at the Contractor's expense, and thoroughly bonded to it.

## **2.8. Basketball Court Fence:**

- 2.8.1. Supply and install new 12' high galvanized chain link fence complete with all necessary fittings and including concrete foundations for every post.
  - 2.8.1.1. All fence components to meet or exceed CAN2.138.1,2,3-M
  - 2.8.1.2. Fabric to be 2" x 9 gauge steel mesh, knuckled top and bottom.
  - 2.8.1.3. Terminal posts to be 4.5" Outside Diameter (O.D.), Schedule 40 galvanized steel pipe
  - 2.8.1.4. Line posts to be 2-7/8" O.D., Schedule 40 galvanized steel pipe



2.8.1.5. Top rails, mid rails and bottom rails to be 1-11/16" O.D., Schedule 40 galvanized pipe

2.8.1.6. Posts to be spaced no more than 10'0" apart

Concrete foundations to be approximately 12" in diameter and will be a minimum depth of 48" from finished grade. Concrete shall be poured to 4" below ground level.

2.8.1.7. Concrete to be minimum 3000 p.s.i. at 28 days curing.

2.8.1.8. Each post shall be embedded in concrete no less than 36". If installing in solid rock, the depth of foundation will be a minimum of 36" deep with the post embedded for the full depth.

2.8.1.9. The clearance between the fence and the ground shall not exceed 2".

2.8.2. Supply and install two pedestrian gates and any related hardware. Each gate must be 1.8m high and 1m wide. Gates are to swing out from the court.

## 2.9. Basketball Standard, Rim and Net:

2.9.1. Supply and install 2 basketball goal systems in accordance with the Manufacturer's instructions and as indicated in Exhibit 2, one at each end of the court.

2.9.1.1. Concrete for posts shall be placed in a single pour.

2.9.1.2. Products to be Miracle #360-757 Complete Basketball Goal with Nylon Net and Fixed Steel Fan-shaped Backboard, or equivalent acceptable to East Hants, complete with 4.5" galvanized gooseneck post with 47-1/2" projection, and any necessary hardware and braces.

## 2.10. Trails:

2.10.1. Supply and place all material necessary to construct approximately 175 meters of trail with a surface width of 1.5 meters. The trail will need to be graded as specified in Exhibit 3, with the sections, where applicable, identified on Exhibit 1.

2.10.1.1. Where it is not reasonable to excavate for the trail, the scope will include a minimum shoulder of 30cm, with soil graded to 2%, then sloping 2:1 to the natural soil.

2.10.1.2. All Sections to be completed with the subgrade compacted prior to the installation geotextile fabric as shown on Exhibit 3, 200mm compacted depth of Type 1 gravel, and with the slopes indicated for each Section.

2.10.2. The trail leads from the Parking Lot to Shirley Drive. There is a stream crossing which will require a culvert and the trail must be built up substantially because Shirley Drive is about 4 meters higher than the trail location.

2.10.2.1. Supply and install bulk fill to create a grade from the edge of Shirley Drive to the trail

2.10.2.1.1. Place in maximum of 1m lifts and compact each lift. Any suitable material from the clearing and grubbing can be used in the initial lifts of material (but no woody debris), transitioning to competent material nearer the finished surface.

2.10.2.1.2. Grade must not exceed 15%.

2.10.2.1.3. Graded area must be 2.5 meters wide, with side slopes not to exceed 1.5:1.

2.10.2.2. Supply and install a HDPE culvert at the brook crossing with a minimum diameter of 450 mm and a length of 2.4m, including any extra gravels required.

2.10.2.2.1. Obtain any necessary approval or permits to install culvert and follow any instructions provided by the authorities with respect to the approval to construct.

## 2.11. Final Site Works

2.11.1. Supply and place topsoil over the remaining unfinished areas to a minimum depth of 100 mm, grade as necessary to create a uniform appearance.

2.11.2. Supply and install hydroseed over the areas where topsoil has been placed.

## 2.12. Schedule

2.12.1. All Work must be completed by **November 30, 2018**.

2.12.2. **Site Preparation** must be completed by **October 14, 2018**, such that the Vendor who is installing the Playground materials can have unhindered access to the location of the playground, will not be interrupted in their work installing the playground, and that the playground area is prepared to be worked on.

2.12.2.1. In addition, the Contractor will take precautions, once the playground is installed, not to damage the playground equipment or damage the site of the playground; the Contractor will be responsible for reinstatement of any damage caused to the playground equipment or area which is the result of their operations.

2.12.3. The remainder of Work may continue concurrently with the playground installation. The Contractor is required to work with the playground installer to schedule operations in a mutually agreeable fashion to meet the schedule.

2.12.4. East Hants will confirm which Provisional items, if any, will proceed as part of the award process. The Contractor will be provide a schedule for all of the approved Work in accordance with this section.



## APPENDIX A - TENDER FORM

### 1. Submission Information:

Competition: RFC50205 - Valley Gate Park, South Uniacke

Submit to: **Municipality of East Hants**  
**Box 230, Suite 170**  
**15 Commerce Court**  
**Elmsdale, NS B2S 3K5**

Attention: RFC50205

### 2. 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:                       |  |

### 3. The Tenderer declares:

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

### 4. The Tenderer agrees:

- a. That this Tender is open for acceptance for sixty (60) calendar days from the Tender Closing date;
- b. 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;
- c. To execute two copies of the Contract and to return the same, along with any required insurance documentation, within ten (10) working days of such Contract being presented;
- d. That the failure to enter into the Contract or the failure to provide proof of insurance or proof of WCB coverage as required in the Contract, within the specified time limits, will constitute grounds for cancellation of award;

- e. To complete the Site Preparation as described in Section 2 by September 14, 2018 and to complete all Work no later than November 30, 2018.

5. Table 1:

| Pay Item Description   | Unit of Measure | Quantity | Unit Price | Extended Cost |
|--|-----------------|----------|------------|---------------|
| Site Preparation   | Lump Sum        | 1        |            |               |
| Driveway   | Lump Sum        | 1        |            |               |
| Gravel Pad for Basketball Court                              | Lump Sum        | 1        |            |               |
| Asphalt Pad for Basketball Court                             | Lump Sum        | 1        |            |               |
| Basketball Standard, Rim and Net                             | Lump Sum        | 1        |            |               |
| Provisional: Basketball Court Fence                          | Lump Sum        | 1        |            |               |
| Provisional: Supply and Place Topsoil                        | Square Meters   | 1000     |            |               |
| Provisional: Hydroseed                                       | Square Meters   | 1000     |            |               |
| Provisional: Trail Section                                   | Meter           | 175      |            |               |
| Provisional: Trail to Shirley Drive Bulk Fill                | Lump Sum        | 1        |            |               |
| Provisional: Trail Stream Crossing/Culvert                   |                 |          |            |               |
| Total all items, including Provisional Items, excluding HST: |                 |          |            |               |

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date

**Important Note:** Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent





## APPENDIX B - SAFETY QUESTIONNAIRE

|                      |           |
|----------------------|-----------|
| Company Name:        | Date      |
| Company Address:     | Phone No. |
|                      | E-mail:   |
| Description of work: |           |

### SAFETY CERTIFICATION

1. Are you currently WCB Safety Certified <http://www.wcb.ns.ca/Workplace-Injury-Insurance/WCB-Safety-Certified.aspx>? If yes, please provide proof with your submission instead of completing this form.

☐

YES

☐

NO

Note: Out-of-province companies may submit a current and valid Certificate of Recognition (COR) from their province of origin, or from another recognized safety association which uses an external audit element, for consideration.

### SAFETY PERFORMANCE

2. Does your company have any non-compliance or outstanding issues with the Nova Scotia Labour and Advanced Education or any other provincial jurisdiction, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? If yes, please attach a note with details, including the current status or resolution.

☐

YES

☐

NO

### SAFETY PROGRAM

3. How many employees do you have? \_\_\_\_\_
4. Does your company have a written health and safety policy signed by management (5+ employees)?

☐

YES

☐

NO

☐

N/A

5. Does your company have a Joint Occupational Health and Safety Committee (20 + employees)?

☐ YES ☐ NO ☐ N/A

6. Does your company have written safety procedures, manuals and safe work practices applicable to the scope of the work to be performed, including clearly defined safety responsibilities for supervisors and workers?

☐ YES ☐ NO

7. Does your safety policy require sub-contractors to meet the same standard of safety that you maintain? Do you require them to maintain WCB coverage, insurance and safety programs in accordance with legislation?

☐ YES ☐ NO ☐ N/A

If "N/A" is checked, please explain (e.g. do not have sub-contractors)\_\_\_\_\_

8. Describe your company process for communicating your safety policies, procedures and known hazards?  
Please check all applicable methods

| YES                      | PROCESS               |
|--------------------------|-----------------------|
| <input type="checkbox"/> | Tool box meetings     |
| <input type="checkbox"/> | Handbooks             |
| <input type="checkbox"/> | Website               |
| <input type="checkbox"/> | E-mail communications |

Other:\_\_\_\_\_

9. Do you provide safety training to your employees, as it relates to the work being performed for the Municipality, that is documented? ☐ YES ☐ NO

10. Does your company have an incident reporting process that includes tracking, investigating and reporting incidents?

☐ YES ☐ NO (refer to Municipality's Incident Reporting Program)

11. How do you correct unsafe behaviour? (e.g. disciplinary policy or process)

---

---

12. Does your company have a preventative maintenance program for tools and machinery where applicable?

☐ YES

☐ NO

☐ NA

If no, please explain why below:

---

---

13. Please be advised that during the tendering process, or at any time during the contracted work, East Hants may request copies of policies, training records, procedures, etc. as proof that the answers on this questionnaire are true. Do you agree to provide this information if requested?

☐ YES

☐ NO

I, \_\_\_\_\_ (printed contractor name) confirm the information provided is true and correct as of the date of this submission. I will report any changes to this information prior to accepting award of any work as well as changes that occur during the performance of the services.

Upon award, I agree to provide a list of contact information of all supervisors that will be used on site, as well as any safety representative or persons responsible for job site safety.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor's Signature



## APPENDIX C – SUPPLEMENTARY CONDITIONS

These Supplementary Conditions are meant to be read in conjunction with the CCDC 4 (2011) form of contract and by inclusion in the contract they take precedence and modify the General Conditions specified therein.

### SC 1

#### ARTICLE A-5 PAYMENT

In 5.1: after the words “holdback of”, insert the word “Ten” and in the brackets, insert the number “10” before the percent symbol.

### SC 2

#### DEFINITIONS

Remove the existing definition and replace with the following:

“The Consultant is the East Hants staff member, or their designate, identified as such in the Agreement.”

### SC3

#### GC 3.3 TEMPORARY WORK

Add the following:

3.3.4 The Contractor must establish and maintain in sanitary condition sufficient temporary washroom and wash-up facilities for persons on the Work site.

3.3.5 The Contractor is responsible to supply such water is required to complete the Work and the method of delivering it to the Work site.

### SC 4

#### GC 3.11 USE OF THE WORK

Add the following:

3.11.3 The Contractor is responsible to:

- Ensure that construction personnel and subcontractors act professionally on site;
- Ensure that construction personnel and subcontractors use only the approved washroom facilities; and
- Designate a spot for smoking and provide disposal devices for cigarette butts.

### SC 5

#### GC 5.2 APPLICATIONS FOR PROGRESS PAYMENTS

In sub-section 5.2.3, delete the words “Products delivered to the Place of Work” and replace with “Products incorporated into the Work”.



SC 6

GC 5.7 FINAL PAYMENT

In sub-section 5.7.4, delete the words “5 calendar days” and insert the words “20 calendar days”.

SC 7

GC 10.4 WORKERS’ COMPENSATION

Add the following:

10.4.3 In addition to the foregoing, the Contractor must provide such evidence of compliance with each application for payment.

10.4.4 Unless otherwise authorized by the Owner, such evidence must be in the form of a Letter of Good Standing issued by the Workers’ Compensation Board of Nova Scotia.

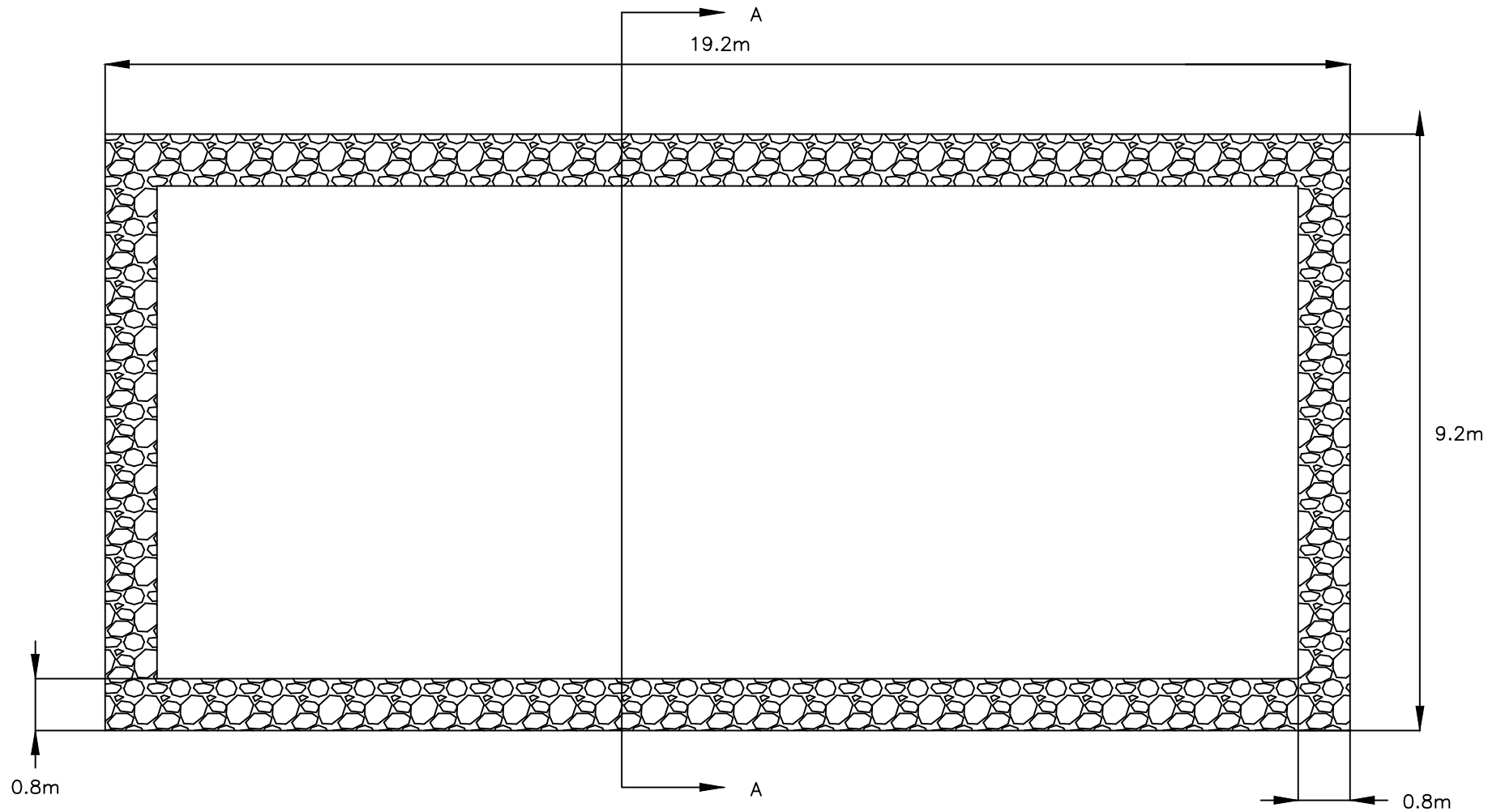


EXHIBITS

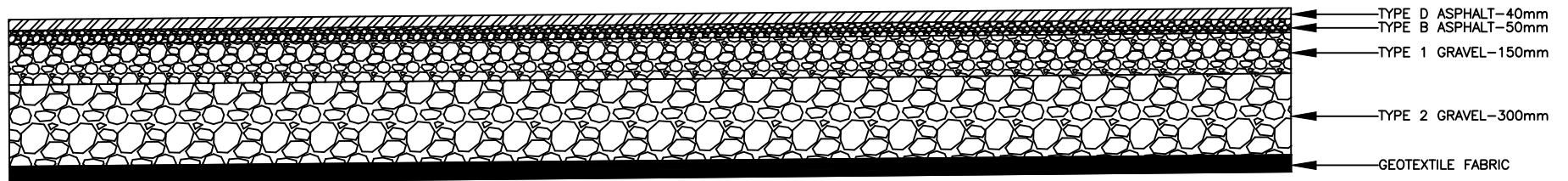


Exhibit 1: Layout





MINIMUM 0.5% SLOPE



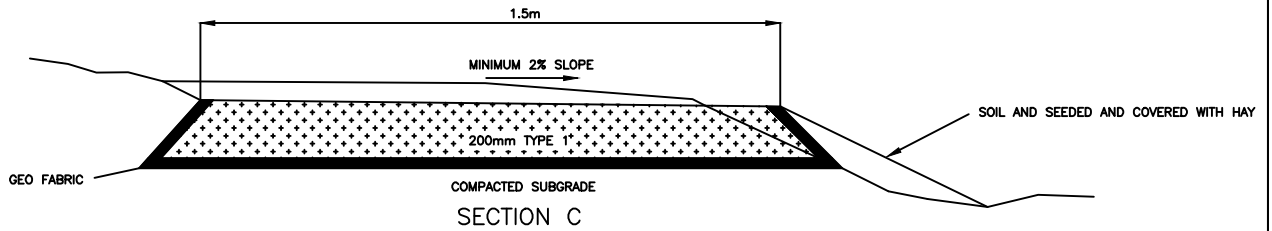
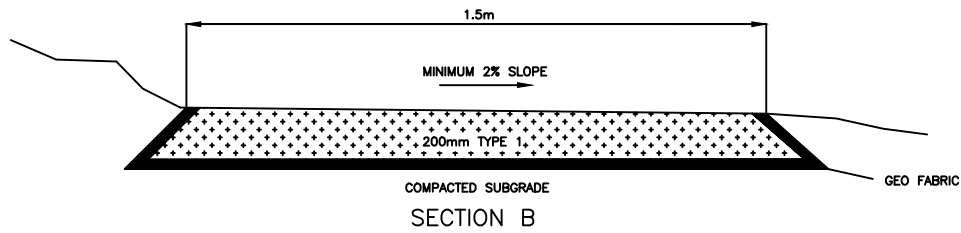
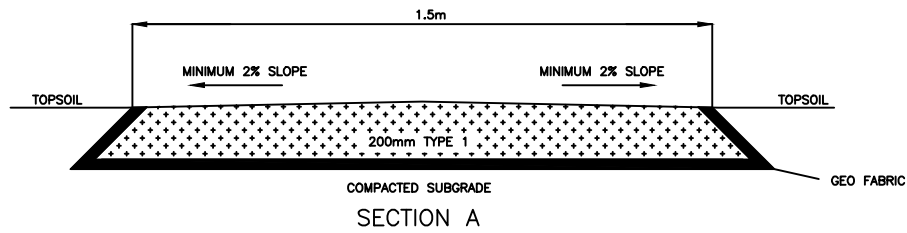
EAST HANTS

**MUNICIPALITY OF EAST HANTS**

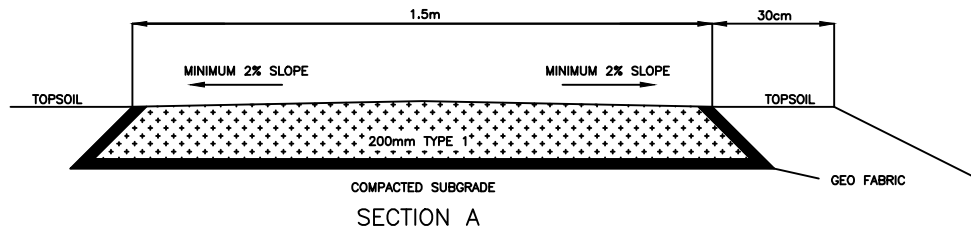
MUNICIPAL SERVICES SPECIFICATION

|             |           |          |     |
|-------------|-----------|----------|-----|
| DATE:       | May, 2018 | SCALE:   | NTS |
| DRAWING NO. |           | REVISION | 01  |





WHERE IT IS NOT REASONABLE TO EXCAVATE FOR THE TRAIL, A MINIMUM SHOULDER OF 30cm IS REQUIRED, WITH 2% GRADE OF TOPSOIL THEN 2-1 SLOPE IS REQUIRED.



EAST HANTS

**MUNICIPALITY OF EAST HANTS**

MUNICIPAL SERVICES SPECIFICATION

SIDEWALK PROFILE

ADOPTED BY: Infrastructure & Operations DATE: MAY, 2018

APPROVED BY: Infrastructure & Operations SCALE: NTS

DRAWING NO.