

# Infrastructure & Operations

## REQUEST FOR CONSTRUCTION

Elmsdale Business Park Expansion - RFC50228

Release date: January 21, 2019

**Tenders will be received up to**  
3:00:00 pm local time on Thursday, February 21, 2019

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!**

## PREFACE

THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH THE **STANDARD SPECIFICATION FOR MUNICIPAL SERVICES** AS PUBLISHED BY THE NOVA SCOTIA ROAD BUILDERS ASSOCIATION - CONSULTING ENGINEERS OF NOVA SCOTIA **JOINT COMMITTEE ON CONTRACT DOCUMENTS**. COPIES OF THE STANDARD SPECIFICATION ARE AVAILABLE FROM THE JOINT COMMITTEE ON CONTRACT DOCUMENTS, 18 LAURIER STREET , DARTMOUTH, NOVA SCOTIA B3A 2G7; TELEPHONE: (902) 233-9362 OR e-mail at [nsmunicipalservices@gmail.com](mailto:nsmunicipalservices@gmail.com)

- Project -

ELMSDALE BUSINESS PARK EXPANSION

- Owner -

MUNICIPALITY OF EAST HANTS  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

- Engineer –

DESIGNPOINT ENGINEERING & SURVEYING LTD.  
222 Waterfront Drive, Suite 104  
Bedford, Nova Scotia  
B4A 0H3

---

1. TENDER SUBMISSION

- .1 Submit completed tender form for above project in sealed envelope marked as follows:

TENDER

For: RFC50228 - ELMSDALE BUSINESS PARK EXPANSION

Closing time: Up to 3:00:00 p.m. local Nova Scotia time, Thursday, February 21, 2019.

Closing Address: Municipality of East Hants  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5  
Attention: Michael Hatfield  
Procurement Officer

2. POST TENDER SUBMISSION

- .1 Submit post-tender submission documents no later than two (2) working days after tender closing. Failure to provide such documents may constitute grounds for forfeiture of tender security.
- .2 Safety Certificate of Recognition:
- .1 Submit copy of tenderer's current and valid accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.

- .2 Out of province companies with a current and valid COR from a Canadian Federation of Construction Safety Associations recognized safety association shall obtain and submit a COR from Construction Safety Nova Scotia.
  - .3 Workers' Compensation Board Clearance:
    - .1 Submit a copy of tenderer's current valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
    - .2 Out-of-province tenderers will be required to register with the Workers' Compensation Board of Nova Scotia to be eligible to receive award of Contract. The Owner may, at its sole discretion, accept proof of registration for Workers' Compensation coverage from a jurisdiction with a reciprocal agreement with Nova Scotia.
- 3. TENDER OPENING
  - .1 Tenders will be opened following closing time. Opening will be public.
- 4. DOCUMENT FEE
  - .1 Not Applicable.
  - .2 ***Do not*** return Project Documents with tender.
- 5. ACCURACY OF REFERENCING
  - .1 Indexing and cross-referencing are for convenience only.
- 6. CONDITIONS OF TENDERING
  - .1 Take full cognizance of content of all Contract Documents in preparation of tender. Refer to Section 00 41 43, Tender Form, Subsection 3.9 for a complete list of Contract Documents.
- 7. TENDERERS TO INVESTIGATE
  - .1 Tenderers will be deemed to have familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- 8. CLARIFICATION AND ADDENDA
  - .1 Notify Owner by 3:00:00 p.m. local Nova Scotia time, on Friday, February 15, 2019, of omissions, errors or ambiguities found in Contract Documents. If Owner considers that correction, explanation or interpretation is necessary; a written addendum will be issued. All addenda will form part of Contract Documents.

- .2 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.
- .3 Confirm in the tender form that all addenda have been received. Tenderers are solely responsible to obtain and acknowledge the receipt of addenda at time of tender closing.

9. PREPARATION OF TENDER

- .1 Legibly complete tender form provided with Project Documents. Tender all items and fill in all blanks. Have corrections initialed by person signing tender.

10. TAXES

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

11. TENDER SECURITY

- .1 Provide tender security in the minimum amount of ten percent (10%) of total price in the form of a Bid Bond on CCDC Form 220.

12. CONTRACT SECURITY

- .1 Refer to Section 00 72 45, General Conditions, Subsection GC 11.2 and to Section 00 73 00, Supplementary General Conditions for form and amount of contract security.

13. INSURANCE

- .1 Refer to Section 00 72 45, General Conditions, Subsection GC 11.1 and Subsection GC 12.1 modified per Section 00 73 00 and Section 00 60 00 for insurance required.

14. FORM OF AGREEMENT

- .1 Form of Agreement is attached for information purposes only until the execution of the Contract.

15. RETURN OF TENDER SECURITY

- .1 Tender security will be returned to:
  - .1 all except the three lowest acceptable tenderers within 5 working days of tender opening.
  - .2 two remaining unsuccessful tenderers and successful tenderer following receipt by Owner of executed agreement, specified contract security and insurance documents.

16. AMENDMENT OR WITHDRAWAL OF TENDER

- .1 Tenders may only be amended or withdrawn by letter, delivered to the closing address, prior to time of tender closing. Amendment or withdrawal by facsimile or email is not permitted.
- .2 Amendment of individual Unit Prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.
- .3 Head amendment or withdrawal as follows: "[Amendment]/[Withdrawal] of tender for Barneys Brook Forcemain Replacement". Sign and seal as required for tender, and submit at address given for receipt of tenders prior to tender closing. In order to be considered, submissions must be received prior to tender closing.

17. OFFER, ACCEPTANCE, REJECTION

- .1 The Owner reserves the right to accept or reject any or all tenders and not to accept the lowest tender. The Owner may accept any tender which it considers to be in its best interests. The Owner may cancel the tendering process and reject all tenders at any time prior to the award of Contract without incurring any liability to affected tenderers.
- .2 All tenders become the property of the Owner once submitted.
- .3 Late tenders will be rejected and will be returned unopened.
- .4 Tenderers undertake any expenditure related to the submission of a tender at their own risk.
- .5 This tendering process neither expresses nor implies any obligation on the part of the Owner to enter into a contract with any party submitting a response or responses.
- .6 The Owner 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 Project Documents.
- .7 The Owner reserves the right to negotiate, after tender closing, with any tenderer and to finalize service arrangements in the best interests of the Owner.
- .8 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.
- .9 The Owner 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.

- 
- .10 The Owner will consider alternatives or equivalents for approval after award of the Contract. Only alternatives or equivalents that provide a benefit to the Owner, such as, but not limited to, reduced cost or improved schedule, will be considered.
  - .11 Where there is a conflict between the unit prices and the extended price in a tender, the Owner will rely on the unit price in evaluating the tender.
  - .12 Without limiting the foregoing, the Owner reserves the right to interpret any and all aspects of a tender as may be most favorable to the Owner.
  - .13 The Owner shall not be bound by trade or custom in dealing with and/or evaluating tenders and accepting or rejecting the same.
  - .14 The tenderer, in submitting a tender response, has accepted the reservation of rights as set out herein and agrees to be bound by same.
  - .15 This tendering process and any resulting contract is subject to the Atlantic Standard Terms and Conditions, Goods and Services (ASTC). In the event of any discrepancy between the ASTC and these Project Documents, the Project Documents will prevail.
  - .16 This tender is subject to the terms of the Atlantic Procurement Agreement and the Canada Free Trade Agreement (CFTA).
18. GEOTECHNICAL REPORT
- .1 A geotechnical report entitled 'Pre-Design Geotechnical Investigation – Revision 1 Geotechnical Investigation – Proposed New Roadway, Elmsdale Business Park, Elmsdale NS', and dated November 5, 2018 by Englobe Corp. is attached for information. The Owner does not represent or warrant the information in this report.
19. APPROVALS
- .1 The Work requires the approval of Nova Scotia Environment (NSE); such approval has not been received as of the date of publication of this tender. Award of the Contract is subject to receiving approval from this regulatory agency.
  - .2 East Hants has begun the process of filing an application for an Environmental Assessment with Nova Scotia Environment (NSE) which includes the areas specified for road construction in the Tender. We do not anticipate any effect on the construction.
  - .3 Award of the Contract is subject to the approval of Municipal Council and/or the Chief Administrative Officer.

**1. SALUTATION**

- .1 To: Municipality of East Hants  
Attention: Michael Hatfield  
230-15 Commerce Court  
Elmsdale, NS  
B2S 3K5
- .2 For: RFC50228 - Elmsdale Business Park Expansion
- .3 From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. TENDERER DECLARES**

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the tenderer was familiar with local conditions.
- .4 That the Contract Documents and Addenda No. \_\_\_\_to\_\_\_\_ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this tender.

**3. TENDERER AGREES**

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated Contract Price shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 4 hereunder excluding Harmonized Sales Tax (HST).
- .3 That this tender is valid for acceptance for sixty (60) days from tender closing.
- .4 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 22 00, Measurement and Payment and the Project Document supplement thereto.
- .5 [Not used]
- .6 To execute in duplicate the agreement and forward same together with the specified contract security and insurance documents to the Owner within ten (10) working days of written notice of award.
- .7 The following will constitute grounds for forfeiture of tender security:



- Failure to provide post-tender submission documents.
- Failure to enter into a formal contract and give specified insurance documents and contract security within time required.

.8 [Not used]

.9 That the Contract Documents include:

.1 *STANDARD SPECIFICATION FOR MUNICIPAL SERVICES* as listed in Table of Contents, dated January 2018.

.2 Project Documents

.1 Tender Form, Section 00 41 43

.2 Form of Agreement, Section 00 53 43

.3 Supplementary Specifications as follows:

.1 Supplementary General Conditions, Section 00 73 00

.2 Supplementary General Requirements, Section 01 10 00

.3 Supplementary Measurement and Payment, Section 01 22 00

.4 Supplementary Specifications, Section 00 60 00

.4 Drawings:

Elmsdale Business Park Expansion: Street H, I and D Loop, Prepared by DesignPoint, Issue 1, dated January 16, 2019, Issued for Tender

Sheet 1 Cover Sheet.

Sheet 2 Street 'D' Plan and Profile Sta. -0+010 to 0+220.

Sheet 3 Street 'I' Plan and Profile Sta. -0+010 to 0+250.

Sheet 4 Street 'H' Plan and Profile Sta. -0+010 to 0+270.

Sheet 5 Cross Sections.

Sheet 6 Rough Grading Plan.

Sheet 7 Storm Drainage Plan & Erosion and Sedimentation Control Plan.

Sheet 8 Construction Notes and Details

Sheet 9 Details

.5 Addenda as issued and confirmed in Subsection 2.4 of this Section.

#### 4. SCHEDULE OF QUANTITIES AND UNIT PRICES

EARTHWORK					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
1	Clearing	ha	0.5	\$	\$
2	Grubbing	ha	1.9	\$	\$
3	Mass Excavation and Embankment - Common	LS	1	\$	\$
8	Removal and Disposal of Surplus Material - Common	LS	1	\$	\$
9	Pond capping	LS	1	\$	\$
10a	Exploratory dig for Street D Stub Pipes	LS	1	\$	\$
10b	Geotechnical Inspection	LS	1	\$	\$
Sub Total Earthwork					\$

WATER MAIN					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
11	Pipe				
.1	300mm PVC DR18	m	585	\$	\$
12	Fire Hydrants	EA	6	\$	\$
14	Direct Buried Valves				
.1	300mm Gate Valve	EA	10	\$	\$
.2	400mm Butterfly Valve	EA	1	\$	\$
15	Services				
.1	Set of Fittings	EA	19	\$	\$
.2	25mm PEXa	m	210	\$	\$
16	Connections to Existing Main				
16a	Street D Connection	LS	1	\$	\$
16b	Street H/Park Road Connection	LS	1	\$	\$
19	Air Release Chamber	LS	1	\$	\$
20	PVC DR18 Pipe Sleeve	Each	5	\$	\$
Sub Total Water Main					\$

SANITARY SEWER					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
21	Gravity Pipe				
.1	250mm PVC DR35	m	525	\$	\$
23	Manholes				
.1	1050mm Precast Concrete	EA	9	\$	\$
24	Services				
.1	100mm PVC DR28	m	190	\$	\$
25	Connections to Existing Main (Street D)	LS	1	\$	\$
Sub Total Sanitary Sewer					\$

<b>STORM SEWER</b>					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
31	Pipe				
.1	200mm PVC DR18	m	11	\$	\$
.2	250mm PVC DR35	m	8	\$	\$
.2	300mm PVC DR35	m	8	\$	\$
.3	450mm CSA A257.2 65D	m	5	\$	\$
.4	600mm CSA A257.2 65D	m	8	\$	\$
.6	750mm CSA A257.2 65D	m	8	\$	\$
.7	900mm CSA A257.2 65D	m	32	\$	\$
32	Manholes				
.1	1050mm Precast Manhole	EA	1	\$	\$
36	Connections to Existing Main (Street D)	LS	1	\$	\$
39	Precast Headwall				
.1a	Precast Headwall (300-600mm dia.)	EA	5	\$	\$
.1b	Precast Headwall (750-900mm dia.)	EA	10	\$	\$
40a	Rock Lining				
.1	100-150mm	m <sup>2</sup>	400	\$	\$
.2	150-200mm	m <sup>2</sup>	80	\$	\$
40b	Geotextile	m <sup>2</sup>	500	\$	\$
Sub Total Storm Sewer					\$

<b>STREET CONSTRUCTION</b>					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
41	Gravels				
.1	Type 1	m <sup>3</sup>	1200	\$	\$
.2	Type 2	m <sup>3</sup>	3400	\$	\$
.3	Type 1s	m <sup>3</sup>	260	\$	\$
43	Asphalt Concrete				
.1	Type C-HF (50mm)	m <sup>2</sup>	5000	\$	\$
.2	Type B-HF (50mm)	m <sup>2</sup>	1600	\$	\$
.3	Type B-HF (75mm)	m <sup>2</sup>	3400	\$	\$
44	Concrete Curb	m	90	\$	\$
47	Guardrail	m	160	\$	\$
52	150mm Minus Well-Graded Rockfill (Surge)	m <sup>3</sup>	5000	\$	\$
53	Street Signs	EA	3	\$	\$
54	Bollards	EA	6	\$	\$
55	Pavement Markings				
.1	Lines	m	60	\$	\$
.2	Stop Bars	m	9	\$	\$
Sub Total Street Construction					\$

LANDSCAPING					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
61	100mm Topsoil and Sod	m <sup>2</sup>	450	\$	\$
66	Hydroseed and Hay Cover	m <sup>2</sup>	1000	\$	\$
Sub Total Landscaping					\$

### **SUMMARY**

SUBTOTAL EARTHWORK	\$	
SUBTOTAL WATER MAIN	\$	
SUBTOTAL SANITARY SEWER	\$	
SUBTOTAL STORM SEWER	\$	
SUB TOTAL STREET CONSTRUCTION	\$	
SUBTOTAL LANDSCAPING	\$	
CONTINGENCY ALLOWANCE	\$	140,000
ESTIMATED CONTRACT PRICE (EXCLUDING HST)	\$	
ADD HARMONIZED SALES TAX (15%)	\$	
TOTAL PRICE	\$	

TENDERER'S HST REGISTRATION NO. \_\_\_\_\_

### **5. COMPLETION TIME**

- .1 Tenderer agrees to complete the Work within \_\_\_\_\_ weeks of written notification of award.

**6. SIGNATURES**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Name of Firm Tendering

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title (printed)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title (printed)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

N.B. Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

\* \* \* End Section 00 41 43 \* \* \*

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2019

**BY AND BETWEEN**

MUNICIPALITY OF THE DISTRICT OF EAST HANTS

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

**The Owner and the Contractor** agree as follows:

**ARTICLE A1 – THE WORK**

The Contractor shall:

- .1 Perform the Work required by the Contract Documents for  
ELMSDALE BUSINESS PARK EXPANSION  
for which the Agreement has been signed by the parties and for which  
DESIGNPOINT ENGINEERING & SURVEYING LIMITED  
is acting and is hereinafter called the "Engineer"
- .2 do and fulfill everything indicated by this Agreement, and
- .3 complete the various components of the Work and the total Work within the times specified in Section 01 10 00, Supplementary General Requirements, Subsection 3, Scheduling and Coordination.

**ARTICLE A2 – AGREEMENTS AND AMENDMENTS**

The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including bidding documents that are not expressly listed in Article A3 of the Agreement.

**ARTICLE A3 – CONTRACT DOCUMENTS**

The following is an exact list of the Contract Documents referred to in Subsection 1.1 of this Agreement and as defined in Subsection 6 of Section 00 71 00, Definitions. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

- .1 *STANDARD SPECIFICATION FOR MUNICIPAL SERVICES* as listed in Table of Contents, dated January 2018

- 
- .2 Project Documents
- .1 Tender Form, Section 00 41 43
- .2 Form of Agreement, Section 00 53 43
- .3 Supplementary Specifications as follows:
- .1 Supplementary General Conditions, Section 00 73 00
- .2 Supplementary General Requirements, Section 01 10 00
- .3 Supplementary Measurement and Payment, Section 01 22 00
- .4 Supplementary Specifications, Section 00 60 00
- .4 Drawings:
- Elmsdale Business Park Expansion: Street H, I and D Loop,  
Prepared by DesignPoint, Issue 1, dated January 16, 2019,  
Issued for Tender
- |         |   |
|---------|---|
| Sheet 1 | Cover Sheet.  |
| Sheet 2 | Street 'D' Plan and Profile Sta. -0+010 to 0+220.             |
| Sheet 3 | Street 'I' Plan and Profile Sta. -0+010 to 0+250.             |
| Sheet 4 | Street 'H' Plan and Profile Sta. -0+010 to 0+270.             |
| Sheet 5 | Cross Sections.   |
| Sheet 6 | Rough Grading Plan.   |
| Sheet 7 | Storm Drainage Plan & Erosion and Sedimentation Control Plan. |
| Sheet 8 | Construction Notes and Details                                |
| Sheet 9 | Details   |
- .5 Addenda as issued and confirmed in Section 00 41 43, Subsection 2.4.
- .6 Correspondence as follows:

#### **ARTICLE A4 – CONTRACT PRICE**

- .1 The estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the Tender Form *excluding* the amount of Harmonized Sales Tax (HST).
- .2 The estimated Contract Price is \$\_\_\_\_\_.
- .3 All amounts shall be in Canadian funds.
- .4 The amounts shall be subject to adjustment as provided in the Contract Documents.

---

## ARTICLE A5 – PAYMENT

- .1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.
- .2 The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Engineer, subject to a 10% holdback.
- .3 The amount of the monthly payments shall be calculated as follows:
  - .1 The quantity for each pay item on which actual work has been performed shall be measured.
  - .2 For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.
  - .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
  - .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from 3.2 and 3.3 of this Article.
  - .5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under 3.4 of this Article.
  - .6 To the amount calculated in 3.5 of this Article, HST will be added.
- .4 The last day of the payment period shall be the last day of the month or as mutually agreed upon.
- .5 Upon Substantial Performance of the Work, as certified by the Engineer, the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of Section 00 72 45, General Conditions, Subsection GC 5.8, Payment of Holdback Upon Substantial Performance of the Work.
- .6 Upon issuance of the final certificate for payment, as certified by the Engineer, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45, General Conditions, Subsection GC 5.10, Final Payment.
- .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45, General Conditions, Subsection GC 11.1, Insurance.
- .8 If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:



- .1 The annual interest rate applicable to the Contract is 0% compounded monthly.
- .2 Interest shall be calculated on the overdue balance from the due date.

#### **ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING**

- .1 Notices in writing will be addressed to the recipient at the address set out below.
  - .1 The Owner at Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5
  - .2 The Contractor at
  - .3 The Engineer at 222 Waterfront Drive, Suite 104,  
Bedford, NS  
B4A 0H3
- .2 The delivery of a notice in writing will be by hand, by courier, by prepaid first class mail, or by electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- .3 A notice in writing delivered by one party in accordance with this Contract will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail, it shall be deemed to have been received five (5) working days after the date on which it was mailed.
- .4 A notice in writing sent by electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day following the transmission thereof.
- .5 An address for a party may be changed by notice in writing setting out the new address delivered to the other party in accordance with this Article.

#### **ARTICLE A7 - QUANTITIES AND MEASUREMENT**

- .1 The quantities shown in Section 00 41 43, Tender Form, Subsection 4, Schedule of Quantities and Unit Prices are estimated.
- .2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with Section 01 22 00, Measurement and Payment.

#### **ARTICLE A8 - SUCCESSION**

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

#### **ARTICLE A9 - RIGHTS AND REMEDIES**

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

#### **ARTICLE A10 - TIME**

- .1 Time shall be construed as being of the essence of the Contract.
- .2 The Contractor agrees to deploy all necessary resources to ensure that the Work is completed in accordance with the agreed schedule.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

In the presence of:

**OWNER**

Municipality of the District of East Hants

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

**CONTRACTOR**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership.

## INTENT

- .1 The work of this Contract is to be constructed in accordance with the Standard Specifications for Municipal Services as developed and published by the Nova Scotia Road Builders Association and Consulting Engineers of Nova Scotia Joint Committee on Contract Documents, except as modified herein.
- .2 These Supplementary Specifications modify the Standard Specification Sections to which they refer.
- .3 These Supplementary Specifications take precedence over the Standard Specification Sections to which they refer.

## SECTION 00 72 45: SUPPLEMENTARY GENERAL CONDITIONS

### GC 5.4 BASIS OF PAYMENT FOR COST PLUS WORK

Page 16, delete clause 5.4.1 and replace with the following:

- 5.4.1 Payment for cost plus work shall be based on the cost of such work, as provided in paragraph 5.4.2, plus a fee calculated as a percentage of the cost of such work, for the Contractor's overhead and profit. The percentage amount shall be 10% for work done by the Contractor's own forces and 5% for work done by Subcontractors but shall not be applied to the cost of Construction Equipment when such cost is based on rates which already include the Contractor's overhead and profit.

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

Page 19, delete clause 5.8.3 in its entirety.

### GC 5.10 FINAL PAYMENT

Page 19, replace with the following:

- 5.10.4 Replace '5 Working Days' with '20 Working Days'.

### GC 6.7 QUANTITY VARIATIONS

Page 22, delete clause 6.7.1 and replace with the following:

- 6.7.1 The Owner or the Contractor may request an adjustment to a Unit Price contained in a Schedule of Prices included in the Contract provided that the actual quantity of the item in the Schedule of Prices exceeds or falls short of the estimated quantity by more than 25% excluding items identified as provisional. Neither the Owner nor the Contractor may request an adjustment to a Unit Price for an item identified as provisional.

Page 22 and Page 23, make the following changes:

- 6.7.2 Replace '15%' with '25%' and '115%' with '125%'.

6.7.3 Replace '15%' with '25%'.

## GC 11.1 INSURANCE

Page 30, add the following:

- 11.1.6 All required insurance policies must include provisions for contractor's pollution liability (environmental impairment liability) and such coverage must include Difference in Conditions, Difference in Limits, products, and completed operations.

## SECTION 01 10 00: GENERAL REQUIREMENTS

### 2. Summary of Work

Replace with the following:

- .1 This project includes the installation of municipal water, wastewater, storm drainage infrastructure, and road construction as noted on the drawings. The project includes Street D, Street H, Street I, and a portion of Park Road. Contractor to use caution when working near existing infrastructure.
- .2 The Work includes the provision of environmental protection for the duration of the project, including one year following project substantial completion.
- .3 The Work includes obtaining all necessary approvals and permits from the appropriate regulatory bodies as well as any associated costs.
- .4 The Work includes all traffic control and detours as per the Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) Temporary Workplace Traffic Control Manual.
- .5 The Work includes reinstatement of all disturbed areas to pre-construction condition or better.
- .6 The Work includes shoring and relocation of utility poles, as needed.
- .7 The Work includes clearing, grubbing (disposed of off-site), excavation of common, and importing of fill.
- .8 The Work includes coordination with utilities for location of any existing infrastructure and alteration of this infrastructure.

### 3. Scheduling and Coordination

Add the following:

- .5 Work shall not commence before 7:00 a.m. and shall not extend beyond 7:00 p.m. without prior approval of the Owner.
- .6 The Contractor will be required to coordinate the construction progress with adjacent lots.
- .7 The Contractor is to be familiar with Spring Weight Restrictions and to plan accordingly.
- .6 Contractor to provide twenty four (24) hour notice to Engineer and Owner prior to conducting works that require the presence of a representative for the Engineer and /or Owner.

#### 4. Setting Out the Work

Add the following:

- .3 The Contractor shall carry out excavation to determine the exact location of existing services and identify any conflicts to the Engineer one (1) week prior to construction.

#### 7. Submittals

##### 7.1 Shop Drawings

Add the following:

- .8 In addition to items identified on the Drawings and elsewhere herein, submit the following:

- .1 Project Documentation:

- .1 Traffic control plan
    - .2 Detailed project schedule and work plan
    - .3 Hazard analysis
    - .4 Site safety meeting minutes
    - .5 Incident reports
    - .6 Nova Scotia Labour and Advanced Education inspection reports

- .2 Shop drawings:

- .1 Manholes
    - .2 Headwalls
    - .3 Fittings
    - .4 Valves
    - .5 Thrust Restraint
    - .6 Miscellaneous Metals
    - .7 Additional drawings as requested by the Engineer

- .4 Submit one electronic copy in PDF file format of shop drawings or as indicated in Project Documents.

##### 7.5 Operating and Maintenance Data

Replace the indicated subsection with the following:

- .1 Submit three (3) paper copies or one (1) electronic copy in PDF file format of the following, or as indicated in Project Documents, prior to application for Final Payment:

##### 7.6 Test Results

Replace the indicated subsection with the following:

- .1 Submit one (1) electronic copy in PDF file format of certificates and monitoring, test and

inspection reports or as indicated in Project Documents.

8. Record Drawings

Replace indicated subsections with the following:

- .1 The Contractor shall provide measurements to the Engineer to ensure that sufficient information is recorded to allow the Owner to update their existing record information.
- .2 The Engineer, at their discretion, may take measurements to confirm the Contractor's measurements. This shall not relieve the Contractor of its responsibility for as-built information. If the Contractor backfills or buries various pipe works and appurtenances or other portions of the work without the consent of the Engineer, the Contractor will be required to expose the buried work at its own expense.

9. Quality Control

Replace indicated subsection with the following:

- .7 The Contractor will arrange and pay for all geotechnical and materials testing. The Contractor shall engage an independent testing firm satisfactory to the Owner to provide materials analysis, compaction tests and asphalt testing. The frequency of testing shall be in accordance with the applicable CSA standard or as necessary to establish compliance to the satisfaction of the Engineer. The results of all tests shall be forwarded to the Owner. The Owner reserves the right to carry out its own testing.
- .8 The Contractor must notify the Engineer and Owner of the testing schedule at least twenty four (24) hours prior to undertaking any testing.

12. Traffic Control

Add the following:

- .6 Maintain vehicle access to commercial establishments on a continuous basis.
- .7 Provide traffic control plans in consultation with the Owner.

Add the following subsections:

17. Utilities

- .1 Contractor is responsible for obtaining permits from all utilities such as a Safe Clearance Report from NS Power for Work near utilities.
- .2 The existence, location, and elevation of underground utilities, utility poles, guy wires, and signs are not guaranteed, and notwithstanding any provision in the Contract Documents, the Contractor shall be responsible for determining the location and elevation of all sewer, water, or other such structures or utilities. The contractor shall coordinate and include in the contract price any required service supplied by any utility, company or provincial department.

- .3 Unless designated for removal under this Contract, sustain in place and protect from damage any and all piping, conduits, cables, and all other structures in the approximate locations of buried services or structures, carefully excavate by hand, or similar means to expose these buried services or structures. Any utilities which cross an excavation must be properly supported or shored to prevent settlement. Where trenching is to be done under existing utilities, such utilities shall be shored before excavation commences and shoring is to be left in place. Notify the owners of such utilities or services prior to excavation.
- .4 Repair immediately all piping conduits, cables, and all other structures damaged by the Contractor's operations. Provide a letter from the utility stating that any services damaged during construction have been repaired to the utility company's approval. Replace all signs as near as possible to their original location.
- .5 The work includes coordination with underground and overhead utility owners to allow excavation in close proximity to their utilities. The contractor shall allow for all incidental costs arising from excavations near existing utility poles, underground utilities, and overhead utilities. Coordination with utilities will also be required during the work as the overhead utilities and poles within the work site may require shoring during the course of construction. No claim of delay will be accepted based on coordination activities between the contractor and the utilities.

18. Floatation and Flooding

- .1 Prevent floatation and flooding during construction of the Work. Make good any damage to pipes or structures caused by floatation and flooding at no extra cost to the Contract.
- .2 De-water all excavations and remove accumulations of water prior to backfilling.
- .3 Dispose of water drained or pumped such that the Work and adjacent properties are not damaged.

19. Damage and Injury

- .1 Immediately inform the Engineer of any damage or injury to any persons, property, services, or materials.
- .2 Reinstate survey markers, monuments, and survey pins disturbed or covered during construction under the direction of a qualified provincial land surveyor. Include costs in Contract Price.
- .3 Any Municipal, NSTIR, or NSPI infrastructure that is moved or damaged, shall be reinstated to their specifications and standards.



## SECTION 01 22 00: MEASUREMENT AND PAYMENT

### EARTHWORK

Delete subsection 2 and replace with the following:

2. Grubbing

Unit of Measurement: hectare (ha)

This item includes: removal and disposal (off-site) of all stumps, roots, downed timber, embedded logs, rootmat, humus, and topsoil.

Delete subsection 3 and replace with the following:

3. Mass Excavation and Embankment – Common

Unit of Measurement: Lump Sum (LS)

This item includes: excavation, placement and compaction to lines and elevations indicated and shaping of subgrade and ditches.

Add the following subsections:

8. Removal and Disposal of Surplus Material - Common

Unit of Measurement: Lump Sum (LS)

This item includes: excavation and off-site disposal of surplus material (to an approved disposal site).

9. Pond Capping

Unit of Measurement: Lumps Sum (LS)

This item includes: supply and placement of impermeable material on pond bottom and interior pond side slopes. Impermeable material to have a permeability of  $1.0 \times 10^{-6}$  cm/sec (or less permeable). Permeability to be confirmed by project Geotechnical Engineer prior to placement.

10a. Exploratory Dig for Street D Stub Pipes

Unit of Measurement: Each (EA)

This item includes: excavation to confirm the horizontal and vertical locations of the existing water, wastewater, and storm infrastructure in Street D, coordination with the Municipality, and reinstatement. Locations to be provided to the Engineer for review (allow one week for review).

10b. Geotechnical Inspection

Unit of Measurement: Lump Sum (LS)

This item includes: Provision of on-site inspection and testing by qualified geotechnical field personnel. All excavation, backfill, material placement, bedding, gravel, asphalt, and concrete placement to be inspected. All inspections to be certified by a professional engineer (licensed to practice in NS) that the works completed are in accordance with the project specifications and industry standards.

WATER MAIN

Delete subsection 12 and replace with the following:

12. Fire Hydrants

Unit of Measurement: Each (EA)

This item includes: supply and installation of hydrant, complete with lead, gate valve, valve box, ramp, hydrant marker and hydrant paint. Hydrant to be McAvity M67 or approved equivalent.

Delete subsection 14 and replace with the following:

14. Direct Buried Valves

Unit of Measurement: Each (EA)

This item includes: supply and installation of direct buried valves complete with valve boxes, appurtenances, anodes, anchors, and reinstatement. Gate valves to be Mueller NRS Resilient Seal A2370-23 or approved equivalent. Butterfly valves to be Mueller Lineseal III or approved equivalent.

Add the following subsection:

19. Air Release Chamber

Unit of Measurement: Each (EA)

This item includes: supply and installation of air release chamber as indicated c/w 50mm combination are release/vacuum release valve (APCO, model 145C., or approved equivalent), including all auxiliary piping, grouting, miscellaneous metals, frame and cover, fittings, precast concrete chamber, fittings, valves, insulation, appurtenances, vent pipe, and drain pipe (c/w backwater valve).

20. Pipe Sleeve

Unit of Measurement: Each (EA)

This item includes: supply and installation of PVC DR18 pipe sleeve (6m in length, centered on crossing). Sleeve to be one full piece of pipe without joints. Ends to be sealed to prevent soil and gravel from entering the sleeve.

## STORM SEWER

Delete subsection 39 and replace with following:

39. Precast Headwall

Unit of Measurement: each

This item includes: excavation and backfilling, bedding, supply, and installation of precast concrete headwall, grates, as well as reinstatement and incidentals. Shop drawings to be provided for review by Engineer.

Add the following subsections:

40a. Rock Lining

Unit of Measurement: square metre (m<sup>2</sup>)

Method of Measurement: slope measure of indicated area at mean depth.

This item includes: supply and installation of rock lining as indicated.

40b. Geotextile

Unit of Measurement: square metre (m<sup>2</sup>)

Method of Measurement: slope measure of indicated area.

This item includes: supply and installation of geotextile (Terrafix 270R or approved equivalent) as indicated.

## STREET CONSTRUCTION

Delete subsection 41 and replace with the following:

41. Gravels

Unit of measurement: cubic metre (m<sup>3</sup>)

Method of Measurement: average end area at design thickness multiplied by indicated road length.

This item includes: supply, placement, and compaction of gravel as indicated.

Add the following subsections:

52. 150mm Minus (Surge)

Unit of Measurement: cubic metre (m<sup>3</sup>)

Method of Measurement: average end area at design thickness multiplied by indicated road length.

This item includes: supply, placement, and compaction of gravel as indicated. This item is for proposed road foundation only and is not intended for the construction of temporary access roads during construction.

53. Street Signs and Bases

Unit of Measurement: each (EA)

This item includes: supply and installation of street signs conforming to the Manual on Uniform Traffic Control Devices, concrete bases (including provision of shop drawings for approval by the Owner), galvanized posts and hardware (Telespar, or similar approved), excavation, infill soil, and surface reinstatement. Exact locations and sign details to be determined by the Engineer and/or Owner at the time of construction.

54. Bollards

Unit of Measurement: Each (EA)

This item includes: supply and installation of bollard complete with steel pipe, concrete base, gravels, cap, reflective tape, and paint.

55. Pavement Markings

Unit of Measurement: metre (m)

Method of Measurement: slope measurement.

This item includes: supply and application of paint in the configurations shown on the drawings and as specified by the Engineer. Also includes layout and pre-marking. Markings include stop bars (450mm width, white in colour) and centre lines (100mm wide single line, yellow in colour).

## LANDSCAPING

Add the following subsection:

66. Hydroseed and Hay Cover

Unit of Measurement: square metre (m<sup>2</sup>)

Method of Measurement: slope measure of indicated area.

This item includes: supply and placement of hydroseed and hay cover. Hay cover to be

minimum 50mm thick and maintained until exposed soil has stabilized.

\*\*\*End Section 00 60 00\*\*\*