

Infrastructure & Operations

REQUEST FOR CONSTRUCTION

Uniacke Business Park Expansion - RFC50267

Release date: September 3, 2019

Tenders will be received up to
3:00:00 pm local time on Tuesday, September 24, 2019

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: (902) 883-7098 ext 232
Email: 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

- Project -

UNIACKE BUSINESS PARK EXPANSION

- Owner -

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

- Engineer –

STRUM CONSULTING
Railside, 1355 Bedford Highway
Bedford, NS B4A 1C5

1. TENDER SUBMISSION

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

TENDER

For: RFC50267 – UNIACKE BUSINESS PARK EXPANSION

Closing time: Up to 3:00:00 p.m. local Nova Scotia time, Tuesday, September 24, 2019.

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

2. SAFETY CERTIFICATION

- .1 Submit with tender a copy of tenderer's current and valid safety accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia.
- .2 Out-of-province tenderers with a current and valid COR from a Canadian Federation of Construction Safety Associations member shall obtain and submit a current and valid Letter of Good Standing from Construction Safety Nova Scotia.

3. WORKERS' COMPENSATION

- .1 Submit with tender a copy of tenderer's current and valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.
- .2 Out-of-province tenderers shall submit a current and valid clearance letter from a government workers' compensation board but must register with the Nova Scotia Workers' Compensation Board prior to being awarded the Contract.

4. TENDER OPENING

- .1 Tenders will be opened following closing time. Opening will be public.
- .2 Tender amendments will be disclosed at public openings.

5. DOCUMENT FEE

- .1 Not Applicable.
- .2 **Do not** return Project Documents with tender.

6. ACCURACY OF REFERENCING

- .1 Indexing and cross-referencing are for convenience only.

7. 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 3.8 for a complete list of Contract Documents.

8. 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.

9. CLARIFICATION AND ADDENDA

- .1 Notify Owner by 3:00:00 p.m. local Nova Scotia time, on Thursday, September 19, 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.

10. 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.

11. TAXES

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

12. TENDER SECURITY

- .1 Provide tender security in the minimum amount of ten percent (10%) of total price, including HST, in the form of a Bid Bond on CCDC Form 220. No additions, deletions, or other modifications to the standard language of the CCDC Form 220 are permitted.

13. CONTRACT SECURITY

- .1 Refer to Section 00 72 45 - General Conditions, subsection GC 11.2 – CONTRACT SECURITY for form of contract security. Refer to Project Documents for amount of contract security.

14. INSURANCE

- .1 Refer to Section 00 72 45, General Conditions, Subsection GC 11.1 – INSURANCE, for insurance requirements.

15. FORM OF AGREEMENT

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

16. RETURN OF TENDER SECURITY

- .1 Tender security will be returned to:
 - .1 All except the three lowest acceptable tenderers within five (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.

17. AMENDMENT OR WITHDRAWAL OF TENDER

- .1 Tenders may only be amended or withdrawn by letter, delivered to the closing address, prior to 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 Uniacke Business Park Expansion". Sign as required for tender, and submit at address given for receipt of tenders. In order to be considered, submissions shall be received prior to time of tender closing.

18. OFFER, ACCEPTANCE, REJECTION

- .1 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.
- .2 The Owner 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 this tender or in such tenderer's tender. The Owner may:
 - reject any or all of the tenders;
 - accept any tender;
 - if only one tender is received, choose to accept or reject it;
 - choose not to accept the lowest bid price;
 - alter the schedule, tender process, or any other aspect of the tender, as it may determine in its sole and absolute discretion.
- .3 Without limiting the preceding in any way, the Owner may accept any tender or any portion of any tender that may be considered to be in the best interests of the Owner. The Owner reserves the right to reject any and all tenders that, in its sole discretion, are not in their best interest to accept.
- .4 All tenders become the property of the Owner once submitted.
- .5 Late tenders will be rejected and will be returned unopened. Faxed tenders will not be accepted. Emailed tenders will not be accepted.
- .6 Tenderers undertake any expenditure related to the submission of a tender at their own risk.
- .7 The Owner reserves the right to waive formality, informality or technicality in any tender. Any tender that does not include all of the information required in this tender document may be considered incomplete and may be rejected. The Owner will, in their sole discretion, determine if the missing information is material to their ability to evaluate the tender; if the Owner believes they have sufficient information to evaluate, it may proceed to do so
- .8 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.

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- .9 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.
 - .10 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.
 - .11 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 Owner may cancel the tender process at any time, for any reason, in its sole discretion. In the event that a tender process is cancelled, the Owner will not be obligated to pay any costs, damages, or claims of any type to any tenderer or potential tenderer.
 - .15 Vendors or suppliers who have been disqualified from bidding on contracts with the Owner may not respond to this tender and any tender which features a subcontractor who is disqualified from bidding may be rejected.
 - .16 No representative of the company from which a tender is to be provided may discuss the subject matter of a competition with any representative of the Owner (staff, Councilor, consultant) or any person involved in the procurement process, evaluation, or award, other than the designated contact or someone they designate. Under no circumstances may a tenderer extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Owner in connection with this or any other procurement of goods, services, or construction.
 - .17 Tenderers must advise the Owner of any potential conflict of interest that may affect, or appear to affect, the tender process, including the influence of award. The Owner may disqualify a tenderer, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the Owner determines that the tender has engaged in any conduct prohibited by this tender.
 - .18 In submitting a tender, the tenderer has accepted the conditions of the Information to tenderers, in particular the OFFER, ACCEPTANCE, REJECTION, as set out herein and agrees to be bound by same. In addition, the tenderer confirms that it has, and will, comply with all policies of the Owner, including the *Procurement Policy* and *Supplier Disqualification Policy*. 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.

19. GEOTECHNICAL INVESTIGATIONS

- .1 Two geotechnical investigations, "Geotechnical Investigation – Proposed Road, Mount Uniacke Business Park, Mount Uniacke, NS", dated June 10, 2019 by BME Engineering Ltd. and "Geotechnical Investigation – Proposed Road (revised Alignment) Mount Uniacke Business Park, Mount Uniacke, NS", dated August 29, 2019 by BME Engineering Ltd. are attached for information. The Owner does not represent or warrant the information contained in these reports.

20. WETLAND AND WATERCOURSE DELINEATION

- .1 A wetland and watercourse delineation report entitled "Mount Uniacke Business Park: Wetland and Watercourse Delineation", and dated September 18, 2018 by McCallum Environmental Ltd. is attached for information. The Owner does not represent or warrant the information in this report.

21. WETLAND ALTERATION

- .1 The Owner submitted an application to alter wetland, to Nova Scotia Environment (NSE) on August 28, 2019. Construction work cannot proceed until the Owner receives a permit from NSE. A copy of the report submitted as part of this application entitled "Wetland Alteration Application", and dated August 2019, by McCallum Environmental Ltd. is attached for information. Section 5.1.2 on Page 17 of this report details construction best management practices that will have to be followed when working adjacent to wetlands.

22. APPROVALS

- .1 Award of the Contract is subject to the approval of Municipal Council and/or the Chief Administrative Officer.

* * * End Section 00 21 00 * * *

1. SALUTATION

- .1 To: Municipality of East Hants
Attention: Michael Hatfield
230-15 Commerce Court
Elmsdale, NS
B2S 3K5
- .2 For: RFC50267 – Uniacke 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 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.
- .6 That failure to enter into a formal contract and provide specified insurance documents and contract security within time required will constitute grounds for forfeiture of tender security.

.7 That if tender security is forfeited, owner will retain difference in money between amount of tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to tenderer.

.8 That the Contract Documents include:

.1 *STANDARD SPECIFICATION FOR MUNICIPAL SERVICES* listed in Table of Contents Page, dated January 2019.

.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:

Uniacke Business Park Expansion Phase 1, prepared by Strum Consulting, dated August 29, 2019, Revision 0, Issued for Tender

Drawing No.	Description
18-6683-F01	Site Plan
18-6683-F02	Plan-Profile Road A, Sta. 0+000 to Sta. 0+300
18-6683-F03	Plan-Profile Road A, Sta. 0+300 to Sta. 0+600
18-6683-F04	Road A Cross Sections, Sta. 0+020 to Sta. 0+580
18-6682-F05	Construction Notes and 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	1.4	\$	\$
2	Grubbing	ha	1.4	\$	\$
4	Mass Excavation & Embankment – Rock	m ³	4715	\$	\$
5	Mass Excavation – Unsuitable Material (Provisional)	m ³	1000	\$	\$
8	Excavation, Removal and Disposal of Acid Producing Bedrock	m ³	681	\$	\$
9	Geotechnical Inspection	LS	1	\$	\$
Sub Total Earthwork					\$

STORM SEWER					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
31	Pipe – 525mm Concrete CSA A257.2 65D	m	45	\$	\$
39	Precast Headwall (300-600 dia.)	EA	4	\$	\$
40	Drainage Dissipation Berm	LS	1	\$	\$
Sub Total Storm Sewer					\$

STREET CONSTRUCTION					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
41	Gravels				
.1	Type 1	m ³	905	\$	\$
.2	Type 2	m ³	2715	\$	\$
.3	Type 1s	m ³	265	\$	\$
43	Asphalt Concrete				
.1	Type C	m ²	4150	\$	\$
.2	Type B	m ²	4150	\$	\$
48	Guardrail	m	6	\$	\$
53	Street signs	EA	3	\$	\$
Sub Total Street Construction					\$

LANDSCAPING					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
62	Topsoil & Hydroseed	m ²	7928	\$	\$
Sub Total Landscaping					\$

ENVIRONMENTAL PROTECTION					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
82	Flow Checks (Check Dams)	EA	28	\$	\$
90	Rip-Rap Ditch Lining	m	150	\$	\$
Sub Total Environmental Protection					\$

SUMMARY

SUBTOTAL EARTHWORK	\$	
SUBTOTAL STORM SEWER	\$	
SUB TOTAL STREET CONSTRUCTION	\$	
SUBTOTAL LANDSCAPING	\$	
SUBTOTAL ENVIRONMENTAL PROTECTION	\$	
CONTINGENCY ALLOWANCE	\$	75,000
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 and by no later than July 31, 2020.

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
UNIACKE BUSINESS PARK EXPANSION
for which the Agreement has been signed by the parties and for which
STRUM CONSULTING
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

This Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the Work, including the 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 2019

.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:

Uniacke Business Park Expansion Phase 1, prepared by Strum Consulting, dated August 29, 2019, Revision 0, Issued for Tender

Drawing No.	Description
18-6683-F01	Site Plan
18-6683-F02	Plan-Profile Road A, Sta. 0+000 to Sta. 0+300
18-6683-F03	Plan-Profile Road A, Sta. 0+300 to Sta. 0+600
18-6683-F04	Road A Cross Sections, Sta. 0+020 to Sta. 0+580
18-6682-F05	Construction Notes and 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 payment to the Contractor as it becomes 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 Railside, 1355 Bedford Highway,
Bedford, NS
B4A 1C5
- .2 The delivery of a notice in writing will be by hand, by courier, by prepaid first class mail, or by e-mail 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 shall 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 e-mail 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 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 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 73 00: 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 road construction and installation of storm water drainage infrastructure as noted on the drawings.
- .2 The Work includes the provision of environmental protection measures 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/rock and importing of fill, as needed.
- .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 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 Headwalls
 - .2 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.

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. Floataion 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 5 and replace with the following:

5. Mass Excavation – Unsuitable Material (Provisional)

Unit of Measurement: cubic metres (m³)

Method of Measurement: surface-to-surface volume method between topographical survey taken before and after excavation of unsuitable material.

This item includes: all excavation of unsuitable material, disposal and replacement with stockpiled excavated rock material.

Add the following subsections:

8. Excavation, Removal and Disposal of Acid Producing Bedrock

Unit of Measurement: cubic metres (m³)

Method of Measurement: surface-to-surface volume method between topographical survey taken after rock is exposed and lines and elevations indicated.

This item includes: blasting/breaking, excavation, all temporary stockpiling, stabilization, loading, and transporting of acid producing bedrock materials in accordance with Provincial Regulations. Item also includes all disposal fees associated with disposal of acid producing materials at a provincially approved disposal site.

9. 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.

40. Drainage Dissipation Berm

Unit of Measurement: lump sum (LS)

This item includes: clearing, grubbing, mass earthwork, granular materials, geotextile, and associated items for the construction of an energy dissipation berm in accordance with detail #4 Rock Dissipation Berm, Drawing No. F05 at the location noted in the design.

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.

90. Rip-Rap Ditch Lining

Unit of Measurement: linear metre (m)

This item includes: supply and placement of rip-rap in accordance with detail #6 Rip-Rap Ditch Lining, Drawing No. F05, at the locations noted in the design.