

Infrastructure & Operations

REQUEST FOR CONSTRUCTION

Pavement Crack Filling/Sealing - RFC50297

Release date: June 2, 2020

Tenders will be received up to
3:00:00 pm local time on Tuesday, June 23, 2020

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 -

Pavement Crack Filling/Sealing

- Owner -

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

- Engineer –

MUNICIPALITY OF EAST HANTS

1. TENDER SUBMISSION

- .1 Tenders will be received up to 3:00:00 p.m. local Nova Scotia time on June 23, 2020 by **electronic submission only**, in accordance with the Electronic Submission Protocol on the East Hants website.

Please put the competition number in the subject line of the email: "RFC50297".

Email tender submissions in before the deadline. East Hants will be sole authority on whether a bid is received on time.

2. POST TENDER SUBMISSION

- .1 Submit post-tender submission documents by email 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 PDF 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 PDF 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 The East Hants' Procurement Officer will open all submissions. There will be no public opening. The intent is to post the results on the Nova Scotia procurement website.

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 June 17, 2020, 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

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- .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 digital e-bonds produced by a reputable e-bond provider and sent via email, in lieu of a paper bond. East Hants reserves the right to verify bonds.
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. East Hants will only accept digital bonds produced by a reputable e-bond provider and sent via email, in lieu of a paper bond. East Hants reserves the right to verify bonds.
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. AMENDMENT OR WITHDRAWAL OF TENDER
- .1 Tenders may only be amended or withdrawn by email prior to time of tender closing. Amendment or withdrawal by facsimile 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 Include the following in the subject line of the email: "[Amendment]/[Withdrawal] of tender for RFC50297 Pavement Crack Filling/Sealing". In order to be considered, submissions must be received prior to tender closing.
16. 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.

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- .2 All tenders become the property of the Owner once submitted.
 - .3 Late tenders will be rejected.
 - .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.

17. APPROVALS

- .1 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
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5
- .2 For: RFC50297 – Pavement Crack Filling/Sealing
- .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 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 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:

PDF titled 'Plan of crack sealing'.

PDF titled 'Quantity of crack sealing'.

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

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

STREET CONSTRUCTION					
ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
53	Crack Filling/Sealing	m	1332	\$	\$
Sub Total Street Construction					\$

SUMMARY

SUB TOTAL STREET CONSTRUCTION \$ _____

CONTINGENCY ALLOWANCE \$500

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 _____, 2020.

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 2020.

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
PAVEMENT CRACK FILLING/SEALING
for which the Agreement has been signed by the parties and for which
MUNICIPALITY OF THE DISTRICT OF EAST HANTS
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 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:
 - PDF titled 'Plan of crack sealing'.
 - PDF titled 'Quantity of crack sealing'.
 - .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 \$<<***Insert Contract value***>>_____.
- .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 Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5
- .2 The delivery of a notice in writing will be by electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. Electronic communications are to be sent to **dnormanton@easthants.ca** and **fwhynot@easthants.ca**.
- .3 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.
- .4 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 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%'.

SECTION 01 10 00: GENERAL REQUIREMENTS

2. Summary of Work

Replace with the following:

- .1 This project includes the filling/sealing of cracks in the roads identified in the attached PDF titled 'Plan of crack sealing' and the attached PDF titled 'Quantity of crack sealing'. **Please note that 'Mill and Pave' and 'Reconstruction' do not form part of this contract.**
- .2 The Work is to be completed in accordance with the Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) Specifications, Division 4 - Pavements, Section 11 - Crack Filling and Crack Sealing.
- .3 The Work includes all traffic control and detours as per the NSTIR Temporary Workplace Traffic Control Manual.
- .4 The Work includes reinstatement of all disturbed areas to pre-construction condition or better.

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 written approval of the Owner.
- .6 Notify businesses at least forty-eight (48) hours in advance of proposed work which may impact their driveway or street access, etc. Minimize the length of necessary disruptions.
- .7 Contractor to provide twenty-four (24) hours' notice to the Owner prior to conducting works that require the presence of a representative for the Engineer and/or Owner.

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

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 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.

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

STREET CONSTRUCTION

Delete subsection 53 and replace with the following:

53. Crack Filling/Sealing

Unit of Measurement: linear metre (m)

This item includes: supply and placement of all materials for crack filling/sealing as per Nova Scotia Department of Transportation and Infrastructure Renewal Specifications, Division 4 – Pavements, Section 11 — Crack Filling and Crack Sealing. **Please note that a security deposit (section 9.3) does not apply to this project and this requirement is superseded by the warranty requirements of the Standard Specification for Municipal Services.**