



BACKGROUND

The Municipality of East Hants ("East Hants") has recently acquired PID 45085289, a 48-acre parcel for the purposes of expanding the Elmsdale Business Park. This expansion, referred to as Elmsdale Business Park Phase 7, will also provide road connectivity from Venture Crescent to Highway 214. To prepare the property for development, East Hants would like to engage a provider to clear land in accordance with the requirements set out in this document (the "Services").

DELIVERABLES

These Services will include:

The clearing of approximately 38.8 acres of land including PID 45085289 located on Highway 214, Elmsdale and a portion of the adjacent PID 45291572 located at the end of Venture Crescent and Market Drive, Elmsdale, as depicted on the attached Exhibit "A" (the "Site"). Exhibit "A" is also available in DWG and ShapeFile which will be provided to the successful bidder, upon request.

The property boundaries will be clearly marked with visible tree flags. Trees and vegetation contained within the flagged delineated wetlands and watercourse may not be cleared or disrupted in any way. Please note that tree flagging for the delineated wetlands and watercourse will include any required buffer zones. The delineated wetlands and watercourse including the buffer zones are a machine exclusion area and trees must be felled away from the wetlands and watercourse. Trees or brush from outside the Site limits are not to be removed except for any tree or branch considered unsafe.

The clearing work will include cutting, chipping, and disposal of all designated trees and brush within the Site including felled trees, previously uprooted trees, and surface debris. Trees and brush must be cut close to the ground leaving no stump higher than 300mm. Please note that this contract is for clearing only and does not require grubbing.

The Site has road frontage on Highway 214 and at the end of Venture Crescent in the Elmsdale Business Park. The Contractor must provide details on planned point(s) of site access including any traffic and safety precautions. The Contractor shall not leave any debris on the road. As the contractor will not be able to cross the delineated wetlands, East Hants believes that some of the work will have to be accessed from the 214 frontage and some from Venture Crescent.

It is anticipated that the majority of the existing vegetation will be chipped and spread over the site. However, disposal of any material that is not chipped on site must be disposed in a location acceptable to East Hants. If the Contractor does not have a suitable disposal point, this material can be hauled by the Contractor and disposed of at the Waste Management Centre in Georgefield, NS; East Hants will waive tipping fees for this material. There shall be no burning of material.

The Contractor warrants that their Rate represent the total cost to provide the Services and include all costs related to delivering the Services including, without limitation, overhead and profit, loading and handling, travel time, unloading, set up time (if required), placement, disposal, fuel, maintenance, equipment costs, training costs, materials, and any other such costs that may apply, for which the Contractor wishes to be reimbursed. The Rates also include such labour as will be required to provide the Services in a safe, competent, and professional manner sufficient to complete the Services in a timely fashion.

Rates will be charged based on the actual number of acres cleared on a per acre basis, to be rounded to one decimal point. The Contractor shall include the number of acres cleared on the invoice. Should East Hants find the acreage included in the invoice to be unreasonable, East Hants may elect to measure the cleared lands and adjust the invoice accordingly. Payment will be made, subject to the terms and conditions here, only after all identified areas have been fully cleared.

The Contractor is responsible to provide all labour, equipment and materials necessary to complete the Services. Such equipment must be safe, in compliance with any applicable regulation related to operating the type or class of equipment, reliable, suitable to complete the Services and, notwithstanding any additional requirements we may require, properly insured. The Contractor is responsible to ensure the equipment is operated safely, in compliance with the manufacturer's guidelines and best practice for the industry. Where applicable, the Contractor will ensure all safety mechanism are working properly, that staff are trained in their use, and that guards are in place.

The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses are up to date, and to monitor safe work practices.

Any materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used. The Contractor may, by prior arrangement with East Hants and where possible, stockpile or store equipment and materials on the Location for use in performing the Services. The Contractor would do so at their own risk and East Hants will not be responsible in any way for lost, stolen or damage materials or equipment.

RESPONSE REQUIREMENTS

This competition, released January 23, 2025 is governed by the Informal Competition [Terms and Conditions](#).

Bidders are encouraged to visit the Site to determine the extent of the vegetation and trees that require clearing with days' notice to East Hants.

Complete and return Bid form. Be sure to provide Rate per acre for each acre cleared from the Site. Rates include all costs, including, without limitation, labour, equipment, materials, fuel, overhead, profit, and any other applicable cost for which the Bidder would like to be reimbursed, except Harmonized Sales Tax (HST).

QUOTATION DEADLINE & SUBMISSION REQUIREMENTS

Quotations will be received up to 2:00:00 pm local Nova Scotia time on **February 13, 2025** by upload only using the East Hants online procurement application.

The Bidder is responsible for uploading and submitting all documents by closing time. The Bidder Go to <https://www.easthants.ca/procurement/>, select the applicable competition, and register using a valid email address. The online procurement application will generate an automatic email which will provide a link to the competition dashboard through which a bidder may download documents and submit responses.

The Bidder must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Bidder releases East Hants from, any damage or loss of any kind whatsoever related to Bidder's failure to submit documents by closing time for any reason.

Remember to sign the bid form. Electronic signatures are acceptable.

Prior to submitting their Bid, Bidders are to review the Electronic Submission Protocol at:

<https://www.easthants.ca/government/procurement>

INQUIRIES

All questions or requests for additional information or clarifications regarding this Request for Quotations shall be in writing, preferably by email, to the attention of:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Email: procurement@easthants.ca

East Hants will provide clarifications and additional information, if required, by way of Addenda.

Inquiries and questions will be accepted up until 11:00 am local Nova Scotia time on **February 6, 2025**.

Bidders are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Bidder chooses to act based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

WITHDRAWING OR MODIFYING A BID

Quotations can only be withdrawn by email to procurement@easthants.ca. The Bidder must provide the unique identifying number they received when submitting the Quotation in order to withdraw the bid.

Once a Quotation has been submitted, it cannot be modified. The Bidder must submit a new Quotation and then contact East Hants as above to withdraw the Quotation which is no longer valid.

The request to withdraw a Quotation may occur at any time, but certain competitions may contain bid security or other requirements which may impact a Bidder's legal responsibilities once the competition has closed, so withdrawal of a Quotation, where possible, should occur prior to closing.

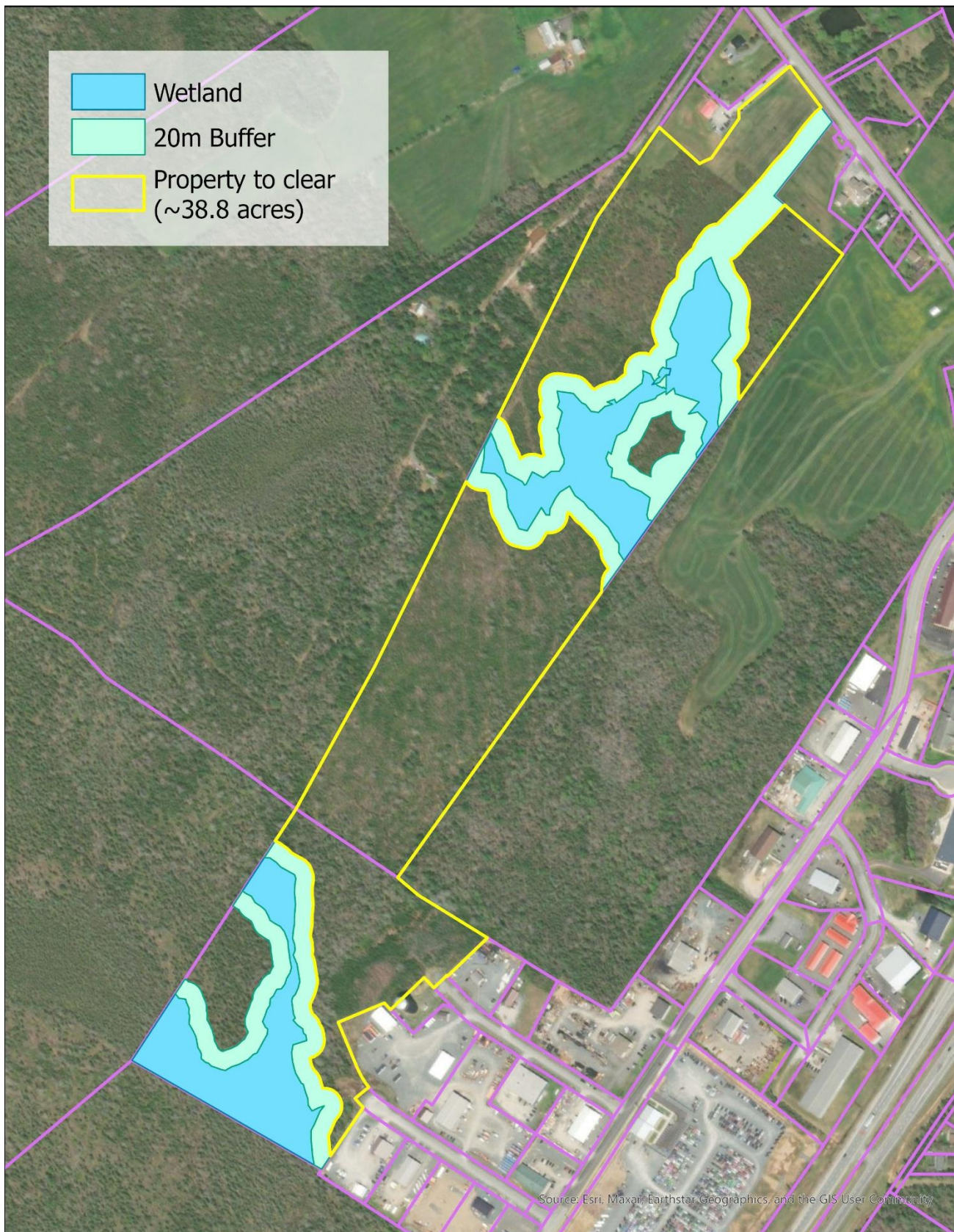
New or replacement Quotations must be submitted before the Quotation Deadline.

EVALUATION & AWARD

The award of this work will be based on the best value, in East Hants' sole opinion, provided by the bidder's Quotation. Best value will be determined primarily by lowest cost, but will include consideration of the proposed schedule and consideration of the answers provided to the Bidder Questionnaire.

If the prices received are higher than the approved budget, Award will be contingent on obtaining approval to proceed from the Chief Administrative Officer (CAO) and possibly Council.

Exhibit "A"



BID FORM

BIDDER INFORMATION

Name of Company	
Contact Name	
Phone Number	
Email	
Cell Phone	
24 Hour Contact Number	

RATES

Description	Quantity	Unit of Measure	Rate per Acre	Extension
Clearing of Land	40.3	Acre		
Total Price before HST				

INCLUSIONS

Please provide the following with your Quotation:

- Provide a Schedule of when you would complete the Services, including approximate start date, duration (how long it should take), and any constraints that might affect the start date or duration.
- Provide our current letter of good standing from Workers' Compensation Board of Nova Scotia (WCBNS) for the workplace injury insurance program.

QUESTIONNAIRE

Note: You may complete these questions on this form or on a separate piece of paper. If using a separate piece of paper, indicate so on this form and write the letter assigned to the question by the appropriate response.

- a) Does your company have any non-compliance or outstanding issues with the Nova Scotia Department of Labour and Advanced Education or Nova Scotia Department of Environment, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? If so, provide relevant details below.
- b) Does your company have specific experience with these Services? If so, describe the experience, indicating the number of years?

- c) What equipment do you intend to use for this work? Please also include the quantity of equipment you plan to use for the Services.

- d) Bidders shall provide a project timeline including start and completion dates. Bidders should include considerations for any applicable responsible land clearing practices, including but not limited to compliance with seasonal implications such as the *Migratory Bird Convention Act* and Regulations and Nova Scotia Public Works Spring Weight Restrictions.

- e) What is your contingency plan in the event equipment breaks, is lost or stolen? Do you have spare equipment or access to alternative equipment and, if so, what is the impact to Services?

- f) Do you subcontract any of the work performed? If so, the subcontractor must meet the same requirements as the primary contractor. Please have each subcontractor complete Appendix B and include them with your response (indicate the subcontractor(s)' s name(s) below.

- g) Do you have a 24/ 7 dedicated customer service person? East Hants recognizes that in order to operate efficiently, some of the customer service duties may have to be performed by operators. However, we prefer that, where possible, customer service activities will be performed by a supervisor or other employee not actively engaged in performing the Services.
- h) What methods, if any, will you use to define the work for your employees?

SIGNATURE

By signing below the Bidder agrees that:

- a. The Bidder has read and understands the requirement of this RFQ and agrees to abide by the Terms and Conditions of Purchase, in accordance with the Statement of Requirements and their Quotation.
- b. The Bidder has read and understands the following addenda: Addendum _____ to _____ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Bidders Quotation.
- c. The Bidder has read, understands and will, if awarded the work, comply with insurance requirements and other contract clauses specified herein.
- d. The Bidder hereby agrees to supply the Services at the <<Price or Rates>> indicated above, inclusive of, without limitation, all fees, expenses, or costs for which the Bidder may wish to be reimbursed, except HST.

Authorized Signature

Name (Printed)

Title (Printed)

Date

CONTRACT CLAUSES (IF AWARDED)

TERM

This agreement shall commence on the Date of Award and shall end:

- a. Upon satisfactory completion of the Services, in East Hants' sole opinion, acting reasonably; or
- b. In the event of Termination in accordance with the terms of this agreement.

PAYMENT

Invoices must be referenced to the attention of the appropriate contact. If Invoices are sent electronically, they must be sent to vendors@easthants.ca.

Payment will be made on a net thirty (30) days basis from receipt of an acceptable Invoice.

Payments made by East Hants will not constitute acceptance of work or products that are not in accordance with the requirements of the Supplier's quotation or the terms of this document

EAST HANTS CONTACT

The East Hants Representative for these Services is Evan MacDougall, Manager of Parks & Buildings. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Work to be completed.

CHANGES

If any circumstance or action by East Hants may result in an increase in the cost of the Services, the Contractor must inform East Hants, in writing, prior to such increase taking effect. Any changes to the Services, schedule, Term, agreement, or cost must be approved, in writing, by East Hants prior to such changes taking effect.

INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this agreement, and shall survive this agreement.

INSURANCE

The Contractor must be, and must remain throughout the Term, in good standing with the Workers' Compensation Board of Nova Scotia workplace injury insurance program.

The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$2,000,000.00 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.

The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:

- List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
- The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
- Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.

The Contractor must have and must maintain automobile insurance in the amount of \$2,000,000. 00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery.

The COI for Commercial General Liability insurance must provide for 30 days' and the automobile insurance must provide for 15 days' written notice of cancellation or material change. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.

The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment. In addition:

- The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the East Hants.
- In the case where the Contractor will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that is equal to that required of the Contractor under this agreement.
- Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
- If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
- East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;
- Changes to incorporation information must be disclosed within a reasonable time of the change; and
- Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

REGULATIONS

The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

All necessary precautions to prevent and minimize the spillage, misplacement or loss of fuels and other hazardous materials will be taken. All Acts and Regulations pertaining to special substances will be followed. The delivery, storage, use, and disposal of these hazardous materials will be handled by trained personnel in accordance with government laws and regulations. Equipment used will be mechanically sound with no oil or gas leaks. Fueling or servicing of construction or mobile equipment is not permitted within 75m of a delineated wetland.

PERFORMANCE

The Services and infrastructure affected by this agreement are critical to the operation of East Hants. The Contractor understands that the requirements under this agreement will take priority over other contracts the Contractor may have, if and when a conflict around timing and resources were to occur.

All work must be completed safely and in a careful, diligent, professional, and skillful manner, to a standard of care and quality typical to suppliers of these types of services.

If any part of the Services is found to be deficient or not in accordance with the terms of this agreement, East Hants may, at its sole discretion:

- Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the agreement; or
- If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is no amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
- Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
- East Hants may terminate the agreement in accordance with the Termination clauses herein.

East Hants shall, acting reasonably, be the sole judge of the adequacy of performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:

- Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services;
- Request, and the Contractor may not unreasonably withhold, vehicle inspection records, maintenance logs or other vehicle records in order to verify that the equipment is in good running order and is being properly maintained;
- Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services;
- Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants.

MATERIALS & PRODUCTS

East Hants will not be responsible, in any way, for lost, stolen or damaged products, materials, supplies, or equipment. The Contractor is solely responsible for managing the work sites where the Services are being completed until East Hants agrees the Services are complete.

In the case where the Contractor will use subcontractors to provide some or all of the products or to supply services necessary to or related to the delivery of the Services, the Contractor must ensure the subcontractor will obtain and, when required to by East Hants, provide proof of insurance coverage appropriate to the work they are doing and satisfactory to East Hants. Subcontractors may be required to provide a certificate of insurance and to list the Municipality of East Hants as an additional insured.

The Contractor is responsible to manage their employees and subcontractors, including, without limitation, training, ensuring their licenses, if any, are up to date, the availability and use of personal protective equipment, behaviour on site, and to monitor and enforce safe work practices.

RESPONSIBILITY FOR DAMAGE

The Contractor shall repair and restore to its original condition any material or surface damaged by their operations, in accordance with the Statement of Requirements. Document any damage you notice, and for which you may be found responsible, before mobilization or starting the work.

SAFETY

Prior to the commencement Services, the Contractor, with the cooperation of East Hants where necessary, must:

- Perform a hazard assessment;

- Remove or mitigate all known hazards;
- Post any required warning signs or install any necessary guards or barriers;
- Identify and, if necessary, mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment;
- Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;
- Design and provide traffic control, if required; and
- Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.

The Contractor must verify that their employees and subcontractors are using appropriate personal protective equipment (PPE) in the performance of these Services. Failure to enforce the use of PPE may result in Termination of the agreement for these Services. At minimum, East Hants requires the use of safety footwear, protective eyewear (where appropriate), hearing protection (when required) and high visibility vests or similar clothing when performing such Services.

The Contractor shall perform work in a manner that does not create any unsafe or dangerous situations to pedestrians, motoring public, adjacent properties, or other passers- by while the Services are being performed.

The East Hants Representative or their designate may inspect the work site at any time.

TERMINATION

East Hants may terminate this agreement at any time, for any reason, by providing thirty days' written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.

East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the agreement.

East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.

Termination of the agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

GOVERNING LAW

The laws of Nova Scotia shall govern this agreement. If any dispute should arise under the terms of this agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.