



**JUBILEE AVENUE
REHABILITATION PROJECT**

Issued for Tender

**CONTRACT DOCUMENTS
AND SPECIFICATION**

TOWN OF STELLARTON

JUNE 2019

Sealed tenders, marked “Jubilee Avenue Rehabilitation” will be received by the Town of Stellarton at their office, 250 South Foord St., Stellarton, N.S. BOK 1S0 up to 2:30 pm local time on June 26, 2019.

The work can be generally described to include but not limited to the following:

Supply, installation, and testing of the following;

- 50mm asphalt resurfacing;
- Adjustment of manhole frame and covers, catch basins and water valves
- Concrete sidewalk
- Concrete curb and gutter
- Reinstatement of disturbed surface;

Tenders must be accompanied by a bid bond for ten percent (10%) of the tender price made payable to the Town of Stellarton. Contract Security is required as shown in the Tender Documents.

Tender documents may be obtained electronically with no charge by contacting Blaine Murray at: blaine.murray@stellarton.ca.

Tenderers must have or show proof that they are in the process of receiving, a Certificate of Recognition issued jointly by the relevant provincial labour departments and an occupational health and safety organization such as the Nova Scotia Construction Safety Association.

The Owner reserves the right to waive any informalities or to reject any or all tenders based on changes to the approach to the work, organizational and perceived liability considerations, the financial suitability of proceeding with the execution of the work, individual tenderer's level of experience, available personnel and equipment, the Owner's perception of the impact of performance on similar projects, or potential performance problems in keeping schedule targets. The project award is subject to funding approval from various agencies.

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 Builder's Association – Consulting Engineers Nova Scotia **Joint Committee on Contract Documents**. Copies of the Standard Specifications are available from the Joint Committee on Contract Documents, 18 Laurier Street, Dartmouth, N.S., B3A 2G7; Telephone: (902) 233-9362, or email nsmunicipalservices@gmail.com.

PROJECT NAME: Jubilee Avenue Rehabilitation Project

LOCATION: Town of Stellarton

OWNER: Town of Stellarton

ENGINEER: Blaine Murray, P.Eng

1. Tender Submission: .1 Submit completed Project Documents for above project by 2:30 pm, June 26, 2019 in sealed envelope marked as follows:

TENDER

“Jubilee Avenue Rehabilitation Project”

TO

**Town of Stellarton
250 Foord Street, Stellarton, N.S., B0K 1S0**

2. Tender Opening: .1 Tenders will be opened on the closing date.
3. Document Deposit .1 No deposit is required.
4. Accuracy of Referencing .1 Indexing and cross-referencing are for convenience only.
5. Conditions of Tendering .1 Take full cognizance of content of all Contract Documents in preparation of Tender. Refer to Section 00 41 43 – Form of Tender, Subsection 3.9 for a complete list of Contract Documents.
6. Tenderer to Investigate .1 Tenderer will be deemed to have familiarized himself 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 in time.

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7. Clarification and Addenda
- .1 Notify Engineer not less than two days before Tender closing of omissions, errors or ambiguities found in Contract Documents. If the Engineer considers that correction, explanation or interpretation is necessary; he will issue a written addendum. All addenda will form part of Contract Documents.
 - .2 Confirm that all addenda have been received.
 - .3 Tenderers are solely responsible to obtain and acknowledge the receipt of addenda at time of tender closing.
8. Preparation of Tender
- .1 Complete Form of Tender provided with Project Documents in ink or by typewriter. Tender all items and fill in all blanks. Have corrections initialed by person signing Tender.
9. Sales Taxes
- .1 Include references to the HST which is to be added to the tender price.
10. Tender Security
- .1 Provide tender security in a minimum amount of ten percent (10%) with Tender in the form of a certified cheque or money payable to the Owner, or a bid bond on CCDC Form 220, or another Owner approved form.
11. Contract Security
- .1 Refer to Section 00 72 45, General Conditions, subsection GC11.2 – CONTRACT SECURITY for form of contract security. Refer to Project Documents for amount of contract security.
12. Insurance
- .1 Refer to Section 00 72 45, General Conditions of the Civil Works Contract, subsection GC11.1- INSURANCE.
13. Form of Agreement
- .1 Form of Agreement is attached primarily for information purposes.
14. 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 (2) remaining unsuccessful Tenderers within

- 10 working days of date of Award;
- .3 Successful Tenderer following receipt by owner of executed Agreement, specified Contract Security, and Insurance documents.
15. Amendment or Withdrawal of Tender
- .1 Tenders may be amended or withdrawn by letter telegram, telex, or facsimile. Amendment or withdrawal by telegram, telex, or facsimile must be verified by registered letter postmarked prior to date and time of closing.
- .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 or Withdrawal of Tender for “Jubilee Avenue Rehabilitation Project”** sign and seal as required for Tender, and submit at address given for Tenders prior to time of Tender Closing.
16. Informal or Un-Balanced Tenders
- .1 Tenders which, in the opinion of the Owner, are considered to be informal or unbalanced may be rejected.
17. Right to Accept Or Reject any Tender
- .1 Owner reserves the right to accept or reject any tender on the basis of the tenderer’s level of experience including demonstration that personnel, materials and equipment are available to repair existing transmission main, the Owner’s perception of the impact of performance on similar projects, performance in keeping schedule targets, or on the basis that the Owner rejects all tenders due to the financial or administrative suitability of proceeding with the work.
18. Safety Certification
- .1 Submit with Tender, the Tenderer’s current standing in the certification process administered jointly by the Nova Scotia Construction Safety Association and the Province of Nova Scotia Department of Labour.
19. Soils Information
- .1 Tenderers are required to base their tender price on their

own assessment of this information as well as the site conditions without recourse to the Owner. No geotechnical investigation has been done.

20. Worker's Compensation .1 The successful Tenderer shall be required to provide proof of good standings and complete compliance with the Worker's Compensation Board.
21. Erosion Control .1 The site shall be reviewed for potential negative effects related to runoff from the work and the subsequent restoration. The Tenderer shall recognize that there is an obligation to develop and implement Erosion and Sediment Control Plan that provides effective control.
22. Existing Infrastructure .1 The contractor is to make himself aware of the existing infrastructure and make good any damages caused by their work. A 48 hour notification must be given to the Town prior to exploratory excavation. The Town must be present at this time.

*****End of Section*****

1. SALUTATION

- .1 To: Town of Stellarton
- .2 For: Jubilee Avenue Rehabilitation Project
- .3 From: _____

2. TENDERER DECLARES:

- .1 That this tender is made without collusion or fraud.
- .2 That he has carefully examined the proposed Work.
- .3 That he has familiarized himself with local conditions, including labour condition, and the requirements of the Owner.
- .4 That he has carefully examined the Contract Documents and Addenda No. _____ to ____ inclusive.
- .5 That he understands that the brief descriptive comments presented for each item on the Schedule of Quantities and Unit Prices are general in nature and other references dictate conditions for payment.

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 and lump sum prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the total tendered price shall be the sum of the lump sum prices plus the tendered unit prices times the estimated quantities in Subsection 4 hereunder.
- .3 That this Tender is valid for acceptance for **60** days from the time of 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 or the Supplementary Specifications herein.
- .5 To provide evidence of ability and experience within 5 calendar days of request, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, names of drilling contractor and their experiences, equipment available for use on project, proof of status in the safety certification process, and financial resources.

- .6 To execute in triplicate a Form of Agreement and forward same together with the specified contract security and insurance documents to the Owner within 7 calendar days of written notice of award.
- .7 That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for action against the Contractor including, where deemed necessary, removal from the project.
- .8 That the requirements of the Town and its Utilities apply to this project as do the requirements of the Nova Scotia Department of Environment.
- .9 That the Contract Documents include:
 - .1 Standard Specifications for Municipal Services (SSMS) listed in Table of Contents Page Dated January of the tendering year.
 - .2 Tender Form
 - .3 Form of Agreement
 - .4 Supplementary Specifications
 - .5 Drawings – C1 – Site Plan
 - .6 Addenda as issued and as confirmed in Subsection 2.4 of this Section.
- .10 That the work under this contract shall start as soon as the contract is executed and that a construction schedule shall be prepared prior to the start of the work to show a continuous and concentrated effort to complete the work. Close adherence to the schedule is a requirement of this contract. The work is in an area where the Owner's liability for safety is considered of utmost importance. Safety actions related to all work, and work scheduling, shall be subject to the requirements and directives of the Engineer and the Town of Stellarton.
- .11 That the appropriate safety precautions shall be taken especially in relation to the work and public safety.
- .12 That adequate traffic control shall be the responsibility of the Contractor and that the Contractor shall be required to provide the names and certification level of the traffic control personnel responsible for signage.
- .13 That the Tenderer recognizes that the area could be more susceptible to vandalism in the evening. Any vandalism or inadvertent damage caused by the public will be considered a breach in security on the part of the successful tenderer and damaged material shall be removed.

- .14 That the drainage pattern in the area must be preserved.
- .15 That the plans are in metric units as are the SSMS and NSTIR construction standards, which form part of this contract. Any ambiguity or conflict shall be reported to the Engineer for resolution.
- .16 That should rock be encountered which cannot be removed by ripping or hammers, that the blasting of rock shall be done by qualified personnel experienced in work of this nature and pursuant to permits acquired.
- .17 That all sign posts, mail boxes and similar features that are in close proximity of the proposed water main alignment shall be removed and placed adjacent to construction area, for reinstallation.

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
<u>STREET CONSTRUCTION</u>					
43.	Asphalt Concrete .1 Type C- (50mm surface)	m ²	1813	_____	_____
44.	Concrete Curb and Gutter	m	585	_____	_____
45.	Sidewalk .2 Type	m ²	565	_____	_____
46.	Tactile Walking Surface Indicators	Each	6	_____	_____
48.	Adjust Existing Valve Box Covers	Each	3	_____	_____
49.	Adjust Existing Manhole Frames and Covers	Each	3	_____	_____
50.	Adjust Existing Catch Basin Frames and Covers	each	4	_____	_____

SUB STREET CONSTRUCTION: \$ _____

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.
- .2 Tenderer agrees to pay to the Owner, all liquidated damages resulting out of the Contractor's failure to meet the contract conditions as specified herein.

6. SIGNATURES

DATED THIS _____ DAY OF _____, 2019

Name of Firm Tendering

(Seal)

Company Address

Telephone

Signature

Name and Title (Printed)

Witness

Name and Title (Printed)

*NOTE: 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, who shall also subscribe his own name and office. Affix Seal.

*****End of Section*****

This Agreement made on the _____ day of _____ in the year _____

BY AND BETWEEN:

Town of Stellarton
250 Foord Street, Stellarton, NS, B0K 1S0

hereinafter called the "Owner"

and:

At: _____

hereinafter called the "Contractor"

Witnesses that the parties agree as follows:

ARTICLE A1 - THE WORK

The Contractor shall:

- .1 Perform the Work required by the Contract Documents for:
"Jubilee Avenue Rehabilitation Project"
- .2 Do and fulfil everything indicated by this Agreement, and,
- .3 Commence the Work by the _____ day of _____, 2019 and attain Substantial Performance of the work as certified by the Engineer by the _____ day of _____, 2019.

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 2 of Section 00705 DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

1. STANDARD SPECIFICATIONS FOR MUNICIPAL SERVICES (SSMS).

(Latest Edition)

2. Tender Form
3. Form of Agreement
4. Supplementary Specifications
5. Drawings – C1 – Site Plan
6. Addenda as issued and as confirmed in Subsection 2.4 of this Section.

ARTICLE A4 - CONTRACT PRICE

1. The Contract Price shall be the sum of the products of the actual final quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, multiplied by the appropriate Unit OR Lump Sum Prices from the Form of Tender together with any adjustments that are made in accordance with the provisions of the Contract Documents.
2. The Estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Units or Lump Sum Prices in the Form of Tender.
3. The Estimated Contract Price is \$_____
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 and successfully completed shall be measured.
 - .2 For each unit price this quantity shall be multiplied by the applicable unit price and each lump sum item shall be multiple by the percentage complete by value as provided in the Tender Form.
 - .3 For each lump sum item, multiply the percent complete by the value if 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 above, the Harmonized Tax will be added.
- .4 The last day of the payment period shall be the end of the month.
- .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 GC5.8 – 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 the monies due in accordance with the provision of Section 00 72 45 – General Conditions, subsection GC11.1 – INSURANCE.
- .7 In the event of loss or damage occurring where payment becomes due under the property insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45 - General Conditions of the Civil Works Contract, subsection on insurance and Supplementary Specifications.
- .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 application to the contract is 3% compounded semi-annually.
- .2 Interest shall be calculated on the overdue balance from 30 days after the stipulated payment date.

ARTICLE A7 - QUANTITIES AND MEASUREMENTS

1. The quantities shown in Section 00 41 43 – Tender Form – 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 (see also “Supplementary Specification” section).

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 endure 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

Time shall be constructed as being the essence of the Contract.

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

SIGNED AND DELIVERED

In the presence of:

OWNER

Name of Owner

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

Witness

Signature

Name and Title of Person Signing

Witness

Signature

Name and Title of Person Signing

*****End of Section*****

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 Nova Scotia **Joint Committee on Contract Documents**. Copies of the Standard Specifications are available from the Joint Committee on Contract Documents, 18 Laurier Street, Dartmouth, N.S., B3A 2G7; Telephone: (902) 233-9632, or email nsmunicipalservices@gmail.com.

SECTION 00 71 00 - DEFINITIONS

20. Substantial Performance of the Work

Add the following subsection:

2. All work is to be done in accordance with the specifications, drawings, conditions of the Town of Stellarton permits and other contract documents. Work which improves or modifies existing work or features to be turned over to the relevant Owner, Municipal Unit or Utility shall not be deemed to be substantially performed simply by virtue of the use of the work. For example, access to roadways and flow through water pipes shall not constitute, in and of itself, substantial performance status. Testing and general completion criteria as established in the specification are to be considered. The work shall not be deemed substantially complete until all officials have reviewed the work for conformance with permits.

SECTION 00 72 45 - GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT

Add the following subsections:

GC 3.1 CONTROL OF THE WORK

Add subsection .3 as follows:

- .3 The Contractor shall have control of the site, being lands under the control of the Town of Stellarton, at the times shown on the approved project schedule and shall effectively direct and supervise the work so as to conform to the Contract Documents. He shall be solely responsible for construction means, methods, techniques, sequences and procedures under the Contract while maintaining conformity with these specifications and the approved project schedule and shall immediately inform the Engineer of any peculiarities in the site or work of others which may interfere with the progress of the work in accordance with the schedule. Work to be done at times beyond the initial approved schedule may be permitted in accordance with a subsequent revised schedule, requiring approval of the Owner and the Engineer, outlining the remaining work and containing details of the reason for the requested extension and the methods proposed to be used.

Time shall be construed as being of the essence of the Contract. Where an extension to the schedule has been approved, work carried out by the Contractor beyond the initial schedule shall be with the agreement and knowledge that this action will present additional costs to the Owner. These costs, as determined by the Engineer, shall be estimated at the time of submission of a revised schedule and the Contractor's written agreement to pay the actual costs, as determined by the Engineer, by way of liquidated damages will be required before a revised schedule can be approved.

GC 5.10 FINAL PAYMENT

Add the following:

- 5.10.5. The Contractor shall include within the unit prices and pay the government sales tax and any other required tax. The HST will be added to the invoice with respect to the obligations under the Contract. The Owner may be applying for a refund of the tax paid on goods qualifying for tax exemption. The Contractor shall provide all relevant documents to the Owner so as to enable the Owner to recover all applicable taxes. The Contractor shall assist the Owner in every way to complete these dealings in a reasonable period of time.

GC 11.2 INSURANCE AND CONTRACT SECURITY

Add the following:

- 11.2.3 The cost of providing performance security shall be absorbed as an administration cost and no separate payment shall be made by the Owner to the Contractor to cover any expense related to this security.
- 11.2.4 .1 The Contractor shall provide the Owner with contract security in the following form:
- The Owner requires a bid bond for ten (10%) percent of the tender price payable to the Owner, without recourse by the Contractor, to be used as contract security.
- .2 The successful bidder, as set out in the Instructions to Bidders, shall provide within ten (10) days of the award of Contract, a performance Bond and Materials and Labour Bond, each in the amount of fifty (50%) percent of the tendered sum, on the forms provided by and acceptable to the owner, the cost to be included in the Tender price.

SECTION 01 10 00 - GENERAL REQUIREMENTS

Delete subsection 2.1 and replace with the following:

2. SUMMARY OF WORK

- .1 The work generally includes, but is not limited to, the items listed in the Invitation to Tenders.

Add the following subsection 4.4:

4. SETTING OUT THE WORK

- .4 The Contractor shall set out the work. The plans contain profiled elevations of the construction area which relate to the Nova Scotia Control Monument System (NAD 83 Zone 20). The Contractor will establish and maintain his own benchmarks.

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

Delete Subsections 11.1, 12., 15., .34., 54.,and replace them with the following:

44. Concrete Curb & Gutter

Unit of Measurement: metre

Method of Measurement : along top of face of curb

This item includes: Excavation, 200mm Type 1 gravel base, curb & gutter, including supply and placing of backfill as indicated, removal and disposal of existing curb, and reinstatement.

45. Sidewalk

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area.

This item includes: sidewalk, including supply and placing of base gravels and backfill as indicated as well as removal and disposal of existing concrete sidewalk, reinstatement.

SECTION 31 20 00 - EARTHWORK

Replace subsections 3.1.3, 3.1.7 and 3.1.8 on excavation and replace with the following:

- .7 The Contractor shall maintain the site in a safe condition in relation to the workers and the public who may gain access to the site after working hours. Access to

residential properties are the responsibility of the contractor. Coordination with residents regarding access and water shut-offs is the responsibility of the contractor.

SECTION 32 12 16 - ASPHALTIC CONCRETE PAVING

Delete subsection 1.1.1 and replace with the following:

1.1 Work Included

- .1 This section specifies the requirements for the supply and placing of hot mix asphaltic concrete paving. The work includes the labour, equipment and materials to fine grade and compact the gravel base back to the design levels if required. The work includes the supply, placement and compaction of hot mix asphaltic cement with associated traffic control.

Add to section 2.2 Products - Asphalt Concrete, the following subsection

- .2 A petrographic number of 150 (maximum) is required for this project. Penetration requirements are a minimum of 150 and a maximum of 200. The mix type shall be NSTIR Type C and thickness is to match that of the existing asphalt or a minimum of 75 mm.

Add to section 3.6 Execution - Paving, the following subsection

- .4 Compaction of hot mix asphaltic concrete pavement shall be a minimum of 95% of the relative maximum density figure established through controlled testing conditions in all areas. All asphalt concrete pavement shall be placed so that, in its compacted state, it will seal against any abutting surfaces.

*****End of Section*****