

May 26th 2021

TO ALL TENDERERS

21-13 MUNICIPALITY OF THE COUNTY OF ANTIGONISH – APPLESEED DR. & TOWNSEND ST. STREET UPGRADES – ADDENDUM No. 1

We attach herewith a copy of Addendum No. 1 to the tender documents. Please take note of the contents and amend your copy of the documents accordingly.

General Contractors are responsible for ensuring that all sub contractors are provided with a copy of the addendum.

Please acknowledge receipt of this information with Tender Submission.

Very truly yours
STRAIT ENGINEERING LIMITED



Kyle Cleary, EIT

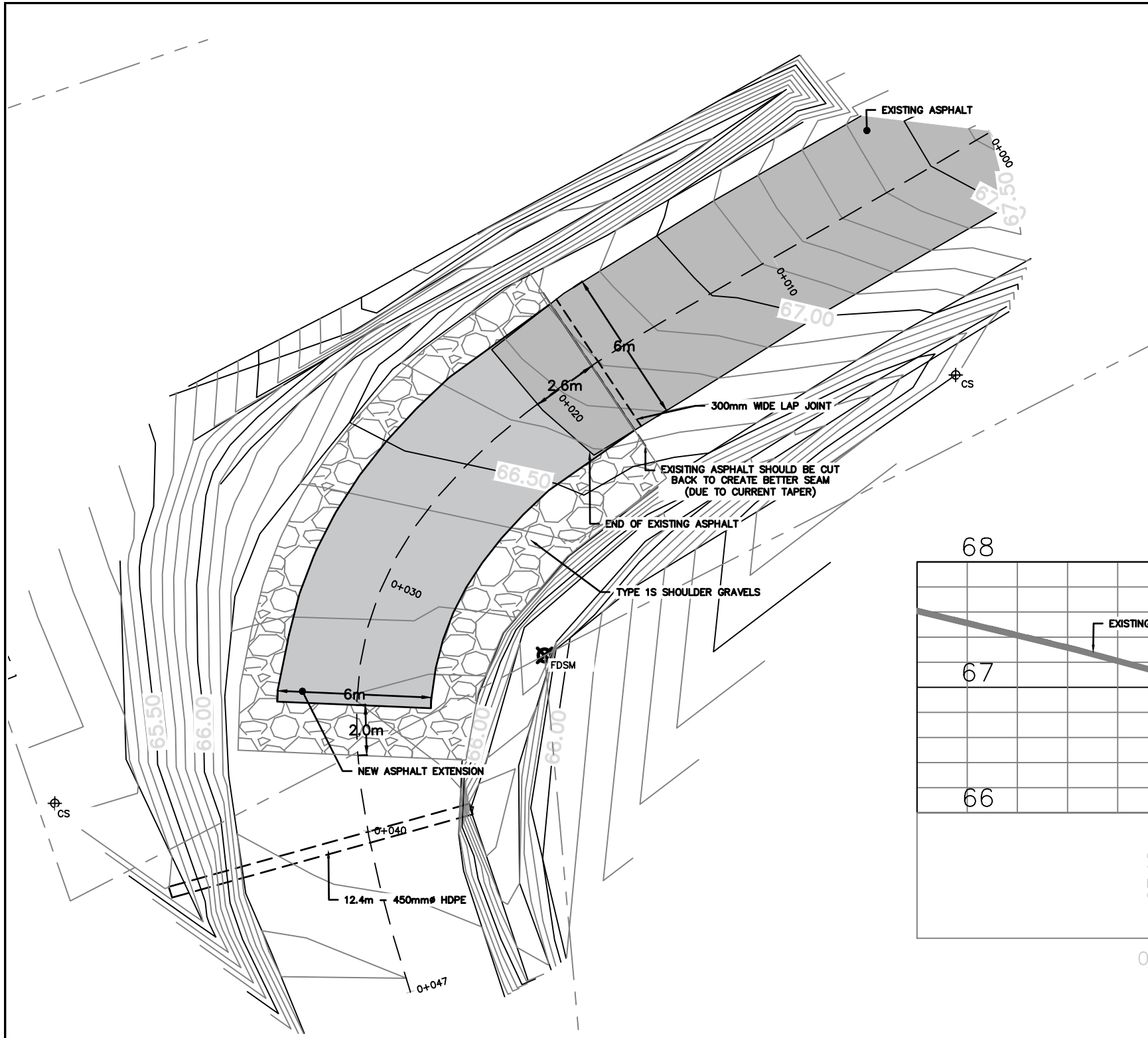
Attch.

Addendum No.1 (1 Page)
Additional Drawings (2 Pages)
Revised Bid Form (4 Pages)

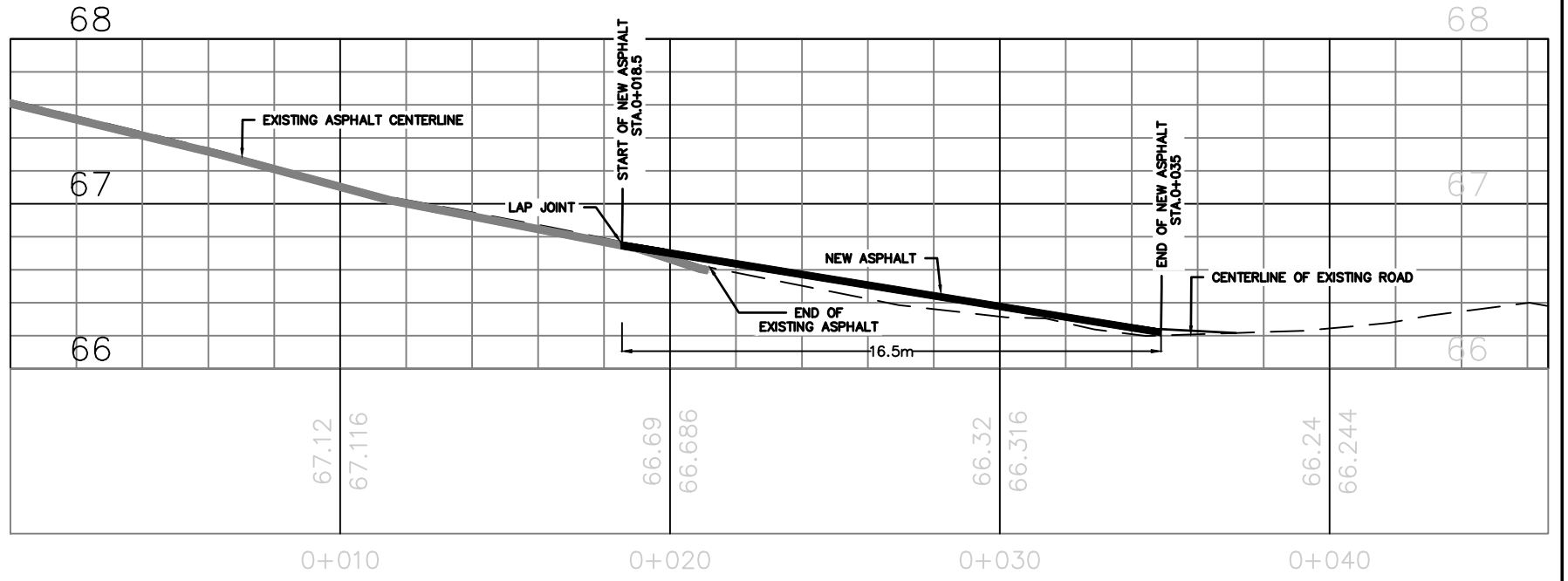
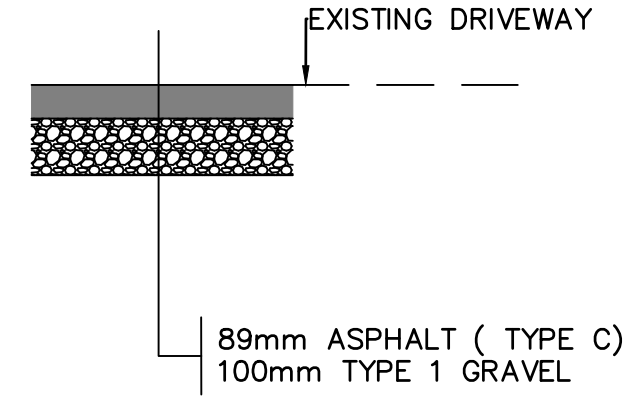
Addendum No. 1
Municipality of the County of Antigonish
Appleseed Dr. & Townsend St Street Upgrades
Project No. 21-13

May 26th, 2021

1. 16.5m of additional asphalt paving along Somers Road will be added to the scope of work for the project, see attached SK-1. Work included is paving of a 16.5m long by 6m wide extension to the end of Somers Road and all shoulder/base gravels required as shown on drawing SK-1. All relevant quantities have been updated on the bid submission form.
2. 67m of additional asphalt paving for Pottery Lane will be added to the scope of work for the project, see attached drawing 200. Work included is paving of a 67m long by 6m wide asphalt surface along Pottery Lane and all shoulder/base gravels required as shown on drawing 200. All relevant quantities have been updated on the bid submission form.
3. **For Bid Submittal:** Please complete revised Bid Form attached with revised schedule of quantities.

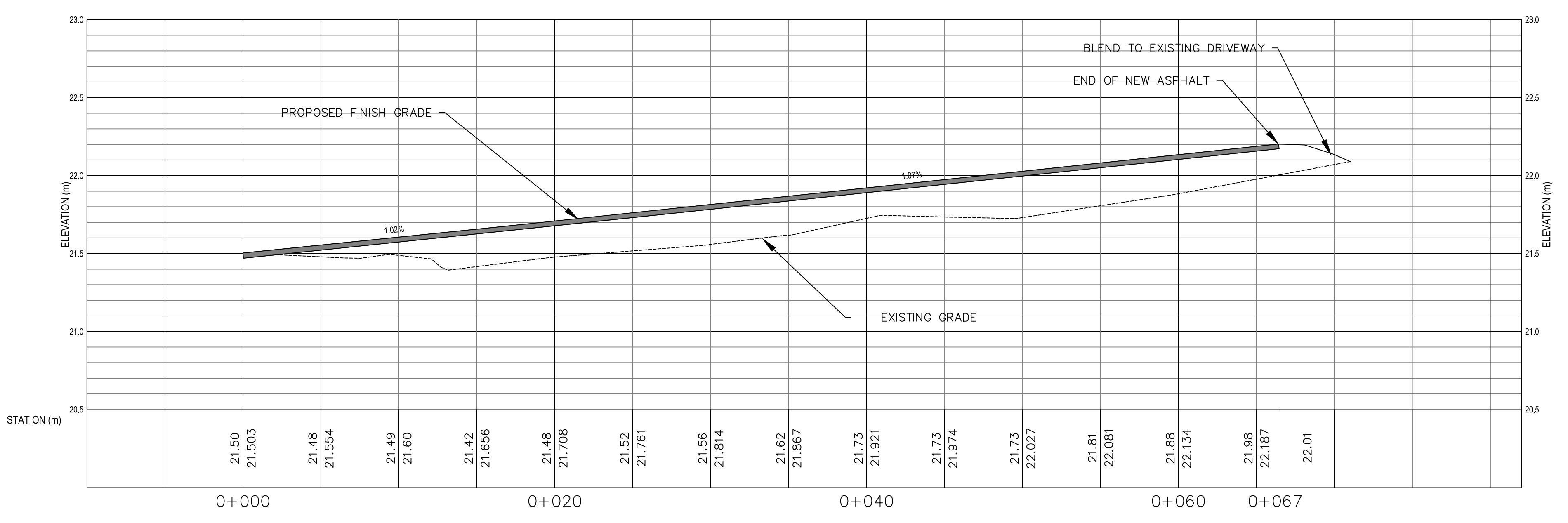
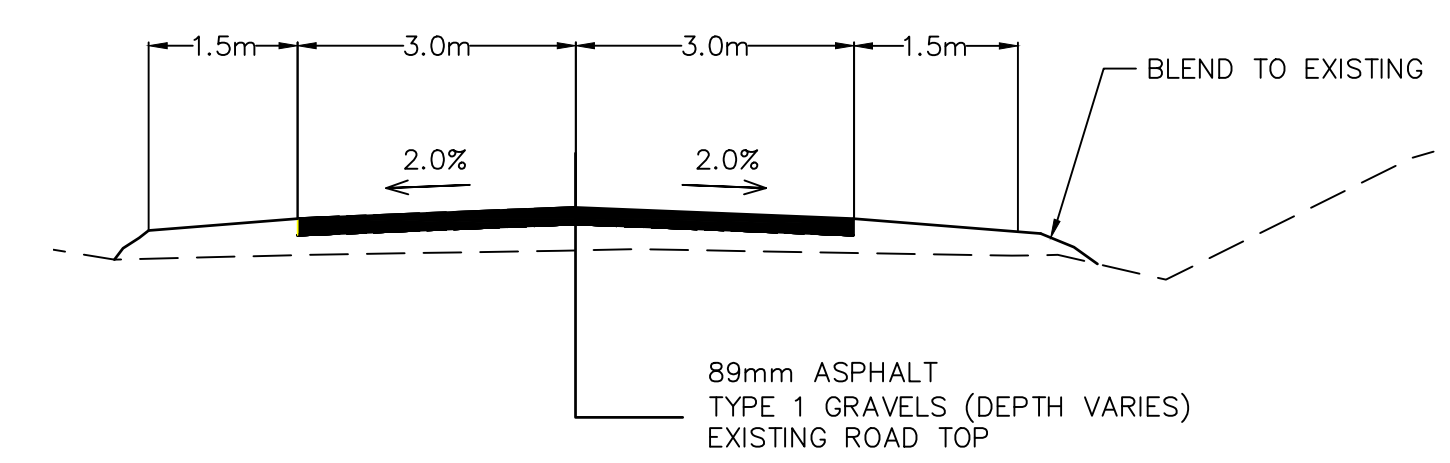
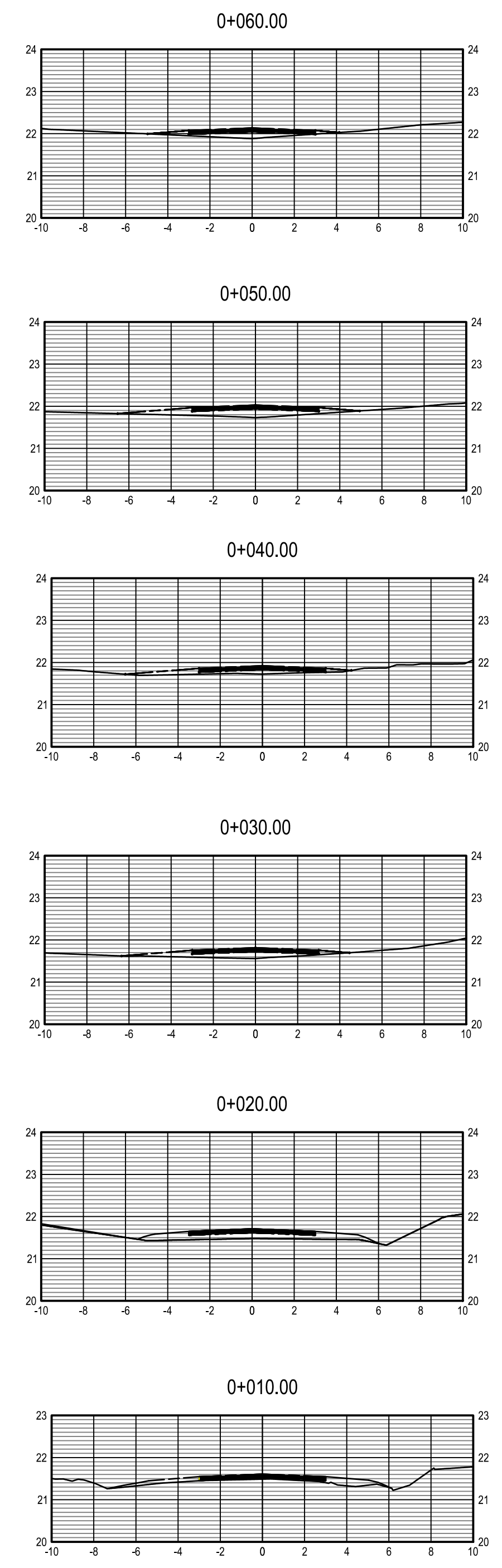
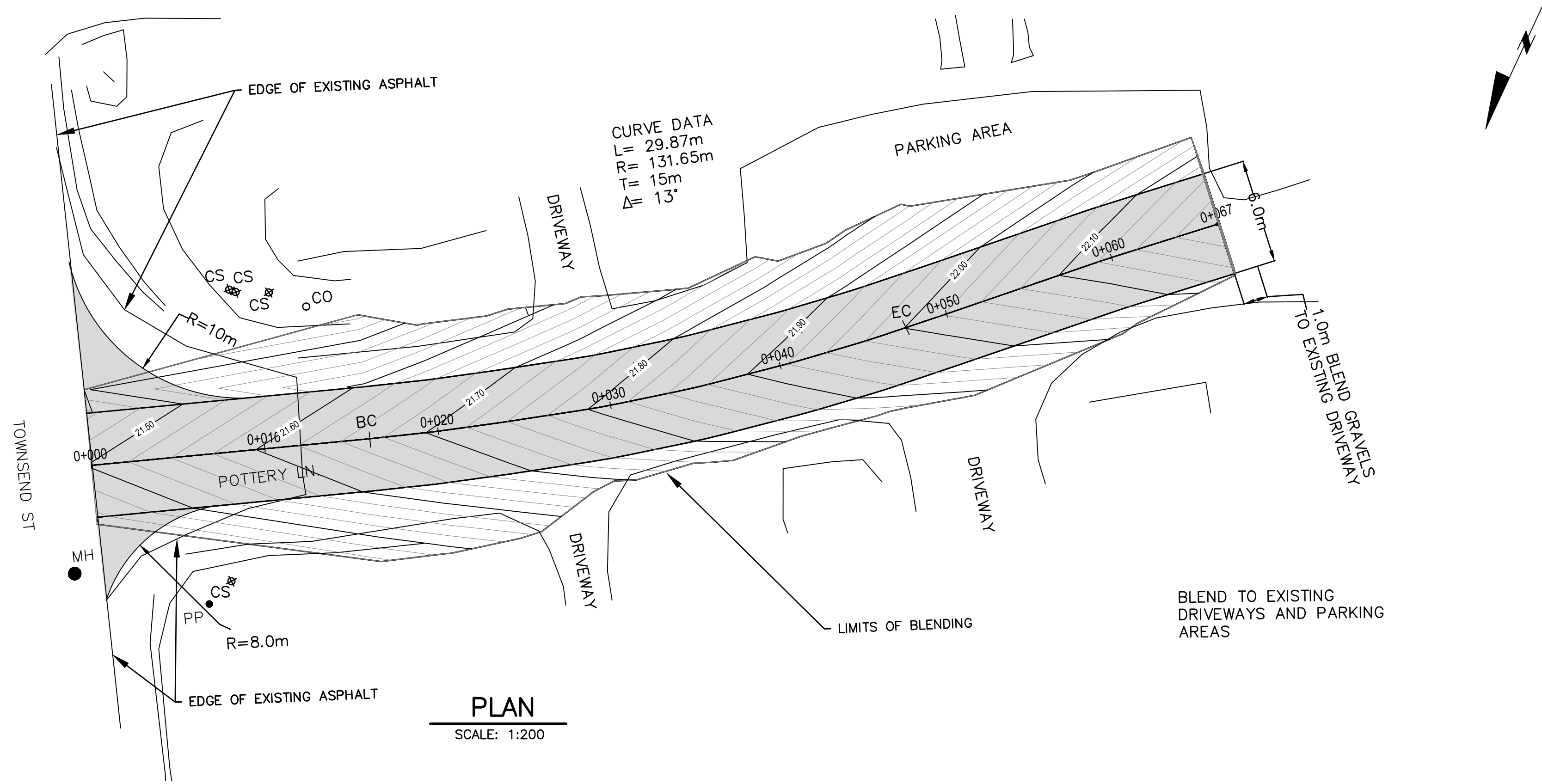


PLAN – SOMERS ROAD
SCALE: HORZ. 1:200



PROFILE – SOMERS ROAD
SCALE: HORZ. 1:200
VERT. 1:40

SEL STRAIT ENGINEERING LTD. CONSULTING ENGINEERS PORT HAWKESBURY, NOVA SCOTIA	PROJECT: APPLESEED DR. & TOWNSEND ST. STREET UPGRADES	PROJECT NO. 21-17
	DATE: MAY 26, 2021	TITLE: SOMERS ROAD ASPHALT EXTENSION



1		21/05/21	ISSUED FOR ADDENDUM #1	JMI	RBL
NO.	DATE	REVISIONS		DWG.	CHK.
STRAIT ENGINEERING LIMITED					
PORT HAWKESBURY, NOVA SCOTIA		CLIENT: MUNICIPALITY OF THE COUNTY OF ANTIGONISH			
PROJECT: APPLESEED DR. & TOWNSEND ST. STREET UPGRADES		PROJECT: 21-13			
DWG. JMI	CHKD. RBL	APP. HBM		SCALE: AS-SHOWN	
DATE: MAY 2021		POTTERY LANE PAVING PLAN AND PROFILE		DRAWING: 200	

CCDC 4

Unit Price Contract

2 0 1 1

APPLESEED DR. & TOWNSEND ST. STREET UPGRADES
MUNICIPALITY OF THE COUNTY OF ANTIGONISH
PROJECT NO. 21-13
Bid Submission Form (Rev. 2)

Apply a CCDC 4 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 4 – 2011 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

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CCDC 4 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 4 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 4.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when unit prices are the primary basis of payment.

This Agreement made on the _____ day of _____ May _____ in the year 2021 .

by and between the parties

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

hereinafter called the *Owner*

and

hereinafter called the *Contractor*

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

ARTICLE A-1 THE WORK

The *Contractor* shall:

- 1.1 perform the *Work* required by the *Contract Documents* for
APPLESEED DR. & TOWNSEND ST. STREET UPGRADES

insert above the name of the Work

located at

APPLESEED DRIVE & TOWNSEND STREET, ANTIGONISH CO.

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

STRAIT ENGINEERING LIMITED

insert above the name of the Consultant

is acting as and is hereinafter called the "*Consultant*" and

- 1.2 do and fulfill everything indicated by the *Contract Documents*, and

- 1.3 commence the *Work* by the _____ day of _____ in the year 2021 and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the day of _____ in the year 2021 .

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *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 A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement between *Owner* and *Contractor*
 - Definitions
 - The General Conditions of the Unit Price Contract
- *

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160	Cross Sections: Stat. 0+000 to 0+250
170	Cross Sections: Stat. 0+590 to 0+810
180	Cross Sections: Stat. 0+810 to 0+890
190	Details

* (Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The *Schedule of Prices* forms the basis for determining the *Contract Price*. Quantities for *Unit Price* items in the *Schedule of Prices* are estimated.

Schedule of Prices					
Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page 0					
1	Curb & Gutter	m.	890.00	\$	
2	Asphalt Type C (50mm) Widening	sq. m.	200.00	\$	
3	Asphalt Type C (50mm) Overlayer	sq. m.	7,848.00	\$	
4	Type 1 Gravel (150mm)	sq. m.	820.00	\$	
5	Type 2 Gravel (200mm)	sq. m.	200.00	\$	
6	Regular Concrete Sidewalk (1.5m Wide)	m.	194.00	\$	
7	Thickened Concrete Sidewalk (1.5m Wide)	m.	55.00	\$	
8	Concrete Driveway Aprons (1.0m wide)	m.	203.00	\$	
9	Removal of Existing Concrete	sq.m.	53.00	\$	
10	Removal of Existing Asphalt (Approx. 75mm Thick)	sq.m.	276.00	\$	
11	Asphalt Milling	sq.m.	7,646.00	\$	
Page Sub-total					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

Schedule of Prices

Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page 1					\$
12	Concrete Catch Basins (1050mm Dia.)	ea.	7.00	\$	
13	Corrugated Catch Basins (450mm Dia. HDPE)	ea.	2.00	\$	
14	Manholes (1050mm Dia.)	ea.	1.00	\$	
15	Gravel Driveway Reinstatement (Type 1 Gravel)	sq. m.	838.00	\$	
16	Asphalt Driveway Reinstatement (75mm Type C)	sq. m.	213.00	\$	
17	Concrete Driveway Reinstatement (125mm)	sq.m.	31.00	\$	
18	375 mm Dia. Concrete Pipe	m.	298.00	\$	
19	375 mm Dia. HDPE Pipe	m.	30.00	\$	
20	450 mm Dia. HDPE Pipe	m.	14.00	\$	
21	Service Reinstatement 19mm Dia. Copper Water Service	ea.	3.00	\$	
22	Service Reinstatement 100mm Dia. Sanitary Service	ea.	3.00	\$	
Total Amount					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

ARTICLE A-4 CONTRACT PRICE

4.1 The *Schedule of Prices* forms the basis for determining the *Contract Price*. Quantities for *Unit Price* items in the *Schedule of Prices* are estimated.

Schedule of Prices					
Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page 2					\$ 0
23	Connection to Existing Storm Culvert/Catch Basins	L.S.	1.00	\$	
24	Removal of Existing Culverts	m.	206.00	\$	
25	Rip-Rap	cu.m.	10.00	\$	
26	100mm PVC Building Drains	m.	8.00	\$	
27	Common Fill	cu.m.	1,454.00	\$	
28	Rock Excavation	cu.m.	10.00	\$	
29	Traffic Control	L.S.	1.00	\$	
30	Topsoil & Sod	sq.m.	1,440.00	\$	
31	Hydroseeding	L.S.	1.00	\$	
32	Removal of Unsuitable Material	cu.m.	10.00	\$	
33	Raising Catch Basin/Manhole Frame & Covers	ea.	16.00	\$	
Page Sub-total					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

Schedule of Prices

Item No.	Description of Work	* Unit of Measure	* Estimated Quantity (EQ)	Unit Price (UP)	Amount (EQ x UP)
Page Subtotal Carried Forward from Page 3					\$
34	Raising Valves	ea.	6.00	\$	
	Somers Road				
35	Asphalt Type C (89mm)	sq.m.	100.00	\$	
36	Type 1 Gravels	cu.m.	5.00	\$	
37	Type 1S Gravels	cu.m.	7.20	\$	
38	Removal of Existing Asphalt (Approx. 89mm Thick)	sq.m.	17.00	\$	
39	Asphalt Milling (Lap Joint)	sq.m.	1.80	\$	
	Pottery Lane				
40	Asphalt Type C (89mm)	sq.m.	430.00	\$	
41	Type 1 Gravels	cu.m.	43.00	\$	
42	Type 1S Gravels	cu.m.	30.00	\$	
Total Amount					\$

* Lump sum items are denoted as lump sum (LS) as the unit of measure and have a quantity of one (1).

4.2 The estimated *Contract Price*, which is the total amount indicated in the *Schedule of Prices*, and which excludes *Value Added Taxes*, is:

/100 dollars \$

4.3 *Value Added Taxes* (of 15 %) payable by the *Owner* to the *Contractor*, based on the estimated *Contract Price*, are:

/100 dollars \$

4.4 Total estimated amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:

/100 dollars \$

4.5 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.6 All amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:

- (1) 2% per annum above the prime rate for the first 60 days.
- (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by

A interest of twelve percent (12%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

(Insert name of chartered lending institution whose prime rate is to be used)

for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of any claim in dispute that is resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below. The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day. A *Notice in Writing* sent by facsimile or other form of 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* next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

*name of Owner**

285 BEECH HILL ROAD, BEECH HILL NOVA SCOTIA, B2G 0B4

address

(902) 863-5751

Facsimile number

dmyers@antigonishcounty.ns.ca

e-mail address

Contractor

*name of Contractor**

address

Facsimile number

e-mail address

Consultant

STRAIT ENGINEERING LIMITED

*name of Consultant**

298 REEVES STREET, UNIT 9 PORT HAWKESBURY, N.S., B9A 2B4

address

(902) 625-3634

Facsimile number

blatimer@straiteng.com

e-mail address

** If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.*

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/~~French~~* language shall prevail.
* *Complete this statement by striking out inapplicable term.*
- 7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

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

SIGNED AND DELIVERED
in the presence of:

WITNESS

OWNER

**MUNICIPALITY OF THE COUNTY OF
ANTIGONISH**

name of owner

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

WITNESS

CONTRACTOR

name of Contractor

signature

signature

name of person signing

name and title of person signing

signature

signature

name of person signing

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement 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; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.