

MUNICIPALITY OF THE COUNTY OF  
ANTIGONISH

COMMUNITY ACTIVE TRANSPORTATION  
IMPROVEMENTS:  
MULTI-USE PATHWAY DESIGN ST. MARTHA'S  
REGIONAL HOSPITAL DRIVEWAY TO BAY  
STREET

Antigonish, Nova Scotia

Tender Documents

Tender No.: MCAATB0524

May 28, 2024

Prepared by:

WSP Canada Inc.

1 Spectacle Lake Drive

Dartmouth, Nova Scotia

B3B 1X7

Set No. \_\_\_\_\_

PROJECT NAME: Community Active Transportation Improvements – St. Martha’s Regional Hospital Driveway to Bay Street

LOCATION: Antigonish, N. S.

OWNER: Municipality of the County of Antigonish

ENGINEER: WSP Canada Inc.

1. Tender Submission: 1. Submit completed Tender Documents by 2:00 pm on Wednesday June 19<sup>th</sup> 2024, for above project via email to [Meaghan.MacNeil@antigonishcounty.ca](mailto:Meaghan.MacNeil@antigonishcounty.ca) indicating Tender number and project name or in a sealed envelope clearly marked as follows to 285 Beech Hill Road, Antigonish, NS:  
Tender MCAATB0524

**Community Active Transportation Improvements – St.  
Martha’s Regional Hospital Driveway to Bay Street**

TO  
Municipality of the County of Antigonish

Attn: Ms. Meaghan MacNeil

2. Tender Opening: 1. Tenders will be opened at 2:30pm on June 19<sup>th</sup>. 2024, at 285 Beech Hill Road, Antigonish, Nova Scotia.
3. Documents 1. Tender Documents submitted in **sealed envelopes are to be clearly marked with the contact information of the bidder and are to be dropped off in person by the prescribed date and time. Email submissions are to be sent to Meaghan McNeil.**
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 004143 - Tender Form, Subsection 3.9 for a complete list of Contract Documents.
6. Tenderer to Investigate 1. Tenderer 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.

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7. Clarification and addenda
    1. Notify Engineer not less than 4 days before Tender closing of omissions, errors or ambiguities found in Contract Documents. If 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.
  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. Only submit the Form of Tender and the other submissions named, the remainder of the Tender Documents are for information purposes only.
  9. Sales Taxes
    1. Include references to the HST which is to be added to the tender contract price.
  10. Tender Security
    1. Submit with Tender, the Tender Security in amount of ten percent (10%) of the tendered contract price (plus HST) with tender in the form of a Certified Cheque payable to the Owner, or a Bid Bond on CCDC Form 220.
  11. Contract Security
    1. Refer to Section 007245 - General Conditions, subsection 11.2 – CONTRACT SECURITY and the Supplementary Specifications for form and amount of Contract Security.
  12. Insurance
    1. Refer to Section 007245, General Conditions, subsection 11.1 - INSURANCE and Supplementary Specifications.
    2. Submit with Tender, copy of noted insurance coverage.
  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:
      - All except the three lowest acceptable Tenderers within 7 days of Tender Opening.
      - Two remaining unsuccessful Tenderers within 7 days of date of Award.
      - 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 email prior to closing only. Emails for amendments or withdrawals shall be sent to [Meaghan.MacNeil@antigonishcounty.ca](mailto:Meaghan.MacNeil@antigonishcounty.ca) , and will only be accepted prior to the 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 “Community Active Transportation Improvements – St. Martha’s Regional Hospital Driveway to Bay Street” 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. The County reserves the right to waive any informalities or to reject any or all quotes based on: changes to the approach to the work, required bid submissions, 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 County reserves the right to omit portions of the work should it be deemed necessary for overall financial reasons.
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. Worker’s Compensation .1 Submit with Tender, the Tenderer’s proof of good standings and complete compliance with the Worker’s Compensation Board.
20. References .1 Submit with Tender, the Tenderer’s proof of competency of the asphalt plant, laydown and compaction equipment as well as personal and related inspection compliance on similar paving projects within the past three years.
21. Change in Work Scope .1 The County’s budget will determine the actual amount of work that will be included in the contract with the successful tenderer. Should the scope of the work be reduced, it will affect the amount of work that will be done with the possibility of reducing the constructed trail length.
22. Schedule .1 The County offers some flexibility in the timing of the work as this would affect the tenderer’s ability to provide the best price possible.
- .2 Tenderers are encouraged to provide a continuous window of opportunity in which the work could be done most efficiently between June 24th and September 27th, 2024.
- .3 The Tenderers should be aware that other tendered work and community events will be in progress that will require possible coordination of

schedules for completion of involved works, particularly:

- Trunk 4 and Church Street Roundabout Construction (Dates TBC)
- Bell Aliant Utility Pole Move on St. Ninian & East Main Street (May/June 2024)
- Bay Street Upgrades (Dates TBC)
- Active Transportation Corridor – Trunk 4 to James Street (May-July 2024)
- Active Transportation Corridor – James Street to Highland Drive (June-August 2024)
- Highland Games (July 7th – 14th)
- Nova Scotia SummerFest (August 15th – 17th)
- St FX Residence Move in and Frosh Week (September 1st – 4th)
- Eastern Nova Scotia Exhibition (September 2nd – September 6th)

\*\*\*\*\*End 002100\*\*\*\*\*

1. SALUTATION:

1. To: Municipality of the County of Antigonish
2. For: Community Active Transportation Improvements – St. Martha’s Regional Hospital Driveway to Bay Street
3. From: \_\_\_\_\_

2. TENDERER DECLARES:

1. That this tender is made without collusion or fraud.
2. That they have carefully examined the proposed Work:
3. That they have familiarized themselves with local conditions, including labour conditions; and the requirements of the Owner.
4. That they have carefully examined the Contract Documents and Addenda No. \_\_ to \_\_ inclusive;
5. That they understand 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.
6. That they have taken all the foregoing into consideration in preparation of the tender.
7. That they understand that financial considerations may lead to the County to omit portions of work to maintain budget.

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 estimated contract 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 **30** 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 012200 Measurement and Payment or the Supplementary specifications.
5. That failure to submit the required documentation noted in the Information to Tenders with the tender submission may constitute grounds for disqualification of the submitted bid.

6. To provide additional evidence of ability and experience within 5 calendar days of request, including: further experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on project, proof of status in the safety certification process, and financial resources.
7. To execute in triplicate a Form of Agreement and forward same together with the specified contract security and signed contractor safety policy documents to the Owner within 7 calendar days of written notice of award.
8. That failure to enter into a formal contract or provide the documents listed above in 7. within the time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
9. That if the certified cheque is forfeited, the Owner will retain the difference in money between amount of the Tender and amount for which the Owner legally contracts with another party to perform the work along with miscellaneous administrative costs, and the Owner will then refund the balance, if any, to the Tenderer.
10. That the Contract Documents include:
  1. Standard Specifications for Municipal Services listed in Table of Contents Page dated January of the tendering year.
  2. Project Documents:
    1. Information to Tenderers
    2. Form of Tender
    3. Form of Agreement
    4. Supplementary Specifications (007300)
    5. Nova Scotia Road Builders Standard Specifications for Municipal Services (Latest Edition)
    6. Community Active Transportation Improvements - St. Martha's Regional Hospital Driveway to Bay Street Drawings (1 To 3):
      - 01 MULTI-USE PATHWAY PLAN AND PROFILE
      - 02 MULTI-USE PATHWAY CROSS SECTIONS
      - 03 MULTI-USE PATHWAY CONSTRUCTION NOTES AND TYPICAL DETAILS
11. Addenda as issued.
12. That the work under this contract shall start as soon as directed and that a construction schedule shall be prepared to show a concentrated effort to complete the work. Work is to be continuous so as to avoid un-necessary delays. Close adherence to the schedule is a requirement of this contract. The work is in an area where the County's liability for safety is considered of utmost importance. Safety actions related to all work, and work scheduling, shall be subject to the Engineer and the County's requirements and directives. A specific "Work Plan" showing the organization of the work beyond simple scheduling must be submitted to and approved by the

County prior to contract work commencing.

13. That the appropriate safety precautions shall be taken especially in relation to the work and public safety and that Certification under the provincially sponsored safety program as required by the County shall be reflected in all actions related to all work and scheduling shall be subject to the Engineer and the County's requirements and directives. A "Safety Plan" must be submitted for approval to the County which addresses traffic control, pedestrian movement, worker related initiatives and all related hazard issues. The safety plan shall also incorporate sloped aprons (asphalt and/or granular), where necessary at crosswalk areas and/or driveway entrances where edge reveals have occurred at curb and/or steel frames and cover due to cold milling and/or excavation work.
14. 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 upon request. Traffic Control Plans must be submitted in advance of work for approval by the County.
15. That the Tenderer recognizes that this particular work area is busy and 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 and replaced at the Contractor's expense.
16. That the conditions in section GC 12.3 Warranty in the SSMS apply specifically to this contract and that a 24 month warranty is required from the date of certification of Substantial Completion. It is further recognized that the Owner may be placed in a position where it must carry out corrective action to the work in the Warranty Period, to ensure public safety, and that work of this nature will be the financial obligation of the Contractor at that time.
17. That the "Work Area" is limited to the areas where work is shown on the plans and there is no implied permission for using public space for storage of materials or equipment.
18. That the Owner reserves the right to accept or reject any tender on the basis of the tenderer's level of experience, required submissions, available personnel and equipment, 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.
19. That the work be undertaken and completed between June 24th, 2024 and September 27th, 2024.
20. That an Erosion and Sediment Control Plan is required and shall be the responsibility of the Contractor to submit.
21. That other tendered work and community events can potentially be in progress on some streets that will require the coordination of work schedules between the various parties, particularly:

- Trunk 4 and Church Street Roundabout Construction (Dates TBC)



- Bell Aliant Utility Pole Move on St. Ninian & East Main Street (May/June 2024)
- Bay Street Upgrades (Dates TBC)
- Active Transportation Corridor – Trunk 4 to James Street (May-July 2024)
- Active Transportation Corridor – James Street to Highland Drive (June-August 2024)
- Highland Games (July 7th – 14th)
- Nova Scotia SummerFest (August 15th – 17th)
- St FX Residence Move in and Frosh Week (September 1st – 4th)
- Eastern Nova Scotia Exhibition (September 2nd – September 6th)

22. That the Tenderer acknowledges that the County's budget will determine the actual amount of work be included in the contract with the successful tenderer. Should the scope of the work be reduced, it may affect the amount of work that will be constructed.

**4. SCHEDULE OF QUANTITIES AND UNIT PRICES**

Item No.	Description	Unit	Quantity	Unit Price	\$ Amount
<b><u>Earthwork</u></b>					
1	Clearing	ha	0.19		
2	Grubbing	ha	0.19		
3	Mass Excavation and Embankment – Common	m <sup>3</sup>	120		
4	Mass Excavation and Embankment – Rock	m <sup>3</sup>	20		
6	Borrow	m <sup>3</sup>	800		
8	Removal and Replacement of Unsuitable Material with Type 2 Gravel or Surge Rock (Provisional)	m <sup>3</sup>	20		
<b><u>Storm Sewer System</u></b>					
33	Catch Basins				
.1	1050mm Dia. Precast Concrete c/w S361 Frame and Grate	each	2		
34	Catch Basin Leads				
.1	300mm dia. PVC DR35	m	12		
.2	450mm dia. PVC DR35	m	6		
37	Culverts				
.2	Catch basins on Existing Main	m	16		
<b><u>Street and Trail Construction</u></b>					
41	Gravels				
.3	Type 1 – 150mm thick	m <sup>2</sup>	745		
43	Asphalt Concrete				
.3	Type C-HF – 100mm Thick	m <sup>2</sup>	745		
44	Curb				
.1	Concrete Curb & Gutter (including asphalt reinstatement)	m	32		
.2	Curb Removal	m	5		
45	Sidewalk				
.1	Concrete Sidewalk – 100mm Thick	m <sup>2</sup>	50		
46	Tactile Walking Surface Indicator	each	14		
<b><u>Landscaping</u></b>					
62	Topsoil & Hydroseed – 100mm Thick	m <sup>2</sup>	1000		
66	Wooden Handrail	m	80		

Item No.	Description	Unit	Quantity	Unit Price	\$ Amount
<b><u>Additional Items</u></b>					
76	Pavement Markings and Signage	LS	1		
<b><u>Environmental Protection</u></b>					
87	Minus 150 Rip Rap and Storm Drain Protection Stone	m <sup>2</sup>	11		
90	Erosion and Sedimentation Control Measures	LS	1		
<b>Contract Price (Excluding HST)</b>				<b>\$</b>	

**SCHEDULE OF QUANTITIES AND UNIT PRICES**

<b>Add HST (15% of Total Tendered Price)</b>	\$
<b>Tendered Price</b>	\$

Tenderer's HST Registration Number \_\_\_\_\_

**5. COMPLETION TIME**

1. Tenderer agrees to complete the work within \_\_\_\_\_ weeks of written notification of award or agrees to complete the work between June 24th, 2024 and September 27th, 2024.
2. Tenderer agrees to pay the Owner, upon demand, all liquidated damages of \$500.00 per calendar day resulting out of the Contractor's failure to meet the times for completion as specified herein.

**6. SIGNATURE \***

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name of Firm Tendering

(Seal)

\_\_\_\_\_  
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 004143\*\*\*\*

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024.

**BY AND BETWEEN:**

Municipality of the County of Antigonish

at 285 Beech Hill Road, Antigonish, N.S.,

hereinafter called the "Owner"

**and:**

\_\_\_\_\_

at \_\_\_\_\_

hereinafter called the "Contractor"

**Witnesses** that the parties agree as follows:

**1. THE WORK**

The Contractor shall:

1. Perform the Work required by the Contract Documents for  
"Community Active Transportation Improvements: St. Martha's Regional Hospital Driveway to Bay Street"  
  
and
2. Do and fulfil everything indicated by this Agreement, and
3. Commence the Work by the \_\_\_\_\_ day of \_\_\_\_\_, 2024 and attain Substantial Performance of the work as certified by the Engineer by the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**2. THE ENGINEER**

1. The Engineer is:

WSP Canada Inc.

### 3. 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 007100 DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

#### 1. STANDARD SPECIFICATIONS FOR MUNICIPAL SERVICES.

Table of Contents Dated January of the tendering year.

1. Project Documents:
  1. Information to Tenderers
  2. Form of Tender
  3. Form of Agreement
  4. Supplementary Specifications (007300)
  5. Nova Scotia Road Builders Standard Specifications for Municipal Services (Latest Edition)
  6. Community Active Transportation Improvements - St. Martha's Regional Hospital Driveway to Bay Street Drawings (1 To 3):
    - 01 MULTI-USE PATHWAY PLAN AND PROFILE
    - 02 MULTI-USE PATHWAY CROSS SECTIONS
    - 03 MULTI-USE PATHWAY CONSTRUCTION NOTES AND TYPICAL DETAILS

### 4. QUANTITIES AND MEASUREMENT

1. The quantities shown in Section 004143 - Form of Tender - 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 012200 - Measurement and Payment (see also "Supplementary Specification" section).

### 5. 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 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 Contract Price is \$ \_\_\_\_\_

## 6. PAYMENT

1. The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.
2. The total payment shall be the Contract Price as defined in subsection 5 Contract Price.
3. 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.
4. 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 item this quantity shall be multiplied by the applicable unit price and each lump sum item shall be multiplied by the percentage complete by value as provided in the Form of Tender.
  - .3 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 subsection 6.4.2 of this section.
  - .4 The Harmonized Sales Tax will be added to the total value of work.
  - .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 subsection 6.4.3 of this section.
5. The last day of the payment period shall be the end of the month.
6. 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 007245- General Conditions, subsection GC5.8 - PAYMENTS OF HOLDBACK UPON SUBSTANTIAL COMPLETION OF THE WORK and/or as referenced to the Supplementary Specifications.
7. Upon Total Performance of the Work 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 007245 - General Conditions, subsection GC5.10 - FINAL PAYMENTS and/or as referenced to the Supplementary Specifications.
8. 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 007245 - General Conditions, subsection GC11.1 - INSURANCE and Supplementary Specifications.
9. 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 due date.

## 7. RIGHTS AND REMEDIES

1. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
2. 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 any approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 8. TIME

Time shall be construed as being of the essence in the Contract. Liquidated damage of \$500.00 per calendar day provisions apply for late completion as stated in the Project Documents.

## 9. RECEIPT OF AND ADDRESSES FOR NOTICES

1. Communications in writing between the parties or between them and the Engineer shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, or if sent by post or by telegram, to have been delivered within five (5) working days of the date of the mailing, dispatch or of delivery for telegraph when addressed as follows:

The Owner at: Municipality of the County of Antigonish  
285 Beech Hill Road, Antigonish, N.S., B2G 0B4

The Contractor at: \_\_\_\_\_  
\_\_\_\_\_

The Engineer at: WSP Canada Inc  
1 Spectacle Lake, Dartmouth, N.S., B3B 1X7

## 10. 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.

## 11. SIGNATURES

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.



SIGNED, SEALED AND DELIVERED  
in the presence of:

OWNER

CONTRACTOR

\_\_\_\_\_  
name

\_\_\_\_\_  
name

\_\_\_\_\_  
address

\_\_\_\_\_  
address

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title

\_\_\_\_\_  
name and title

WITNESSED BY:

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title

\_\_\_\_\_  
name and title

\*\*\*\*\*End 005343\*\*\*\*\*

## **SECTION 00 71 00 - DEFINITIONS**

### **18. Substantial Performance of the Work**

Add the following subsection:

2. 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. Testing and general completion criteria as established in the specification are to be considered.

## **SECTION 00 72 45 - GENERAL CONDITIONS**

Add the following subsections:

### **GC1.1 CONTRACT DOCUMENTS**

Add subsection .7.5 as follows:

- .7.5 In the event of a conflict between the drawing notes and specifications, Specifications shall govern over notes on Drawings.

### **GC 3.1 CONTROL OF THE WORK**

Add subsection .3 and .4 as follows:

- .3 The Contractor shall have complete control of the site 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. They 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. Work is to be continuous on the project until completion to avoid unnecessary delays.

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 could

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 6.7 QUANTITY VARIATIONS**

Delete 6.7.1 to 6.7.6 and replace with the following:

The County reserves the right to reduce and/or increase the scope of work based on available budget and in accordance with unit prices provided in the tender.

## **GC 11.2 CONTRACT SECURITY**

Delete Subsection .1 and .2 and replace with the following:

1. The Contractor shall provide the Owner with contract security in one of the following forms, with HST included:
  - a) A Performance Bond in the amount of fifty percent (50%) of the total estimated contract price. The bond shall be issued by a duly licensed surety company authorized to transact a business of surety ship in the Province of Nova Scotia and shall be maintained in good standing until the fulfilment of the contract. The form of the bond shall be in accordance with the latest edition of the CCDC approved bond form.
  - b) Upon written request by the Contractor, the Owner may accept a Certified Cheque, or combination of cheques, in the amount of ten percent (10%) of the total tendered contract price of the work, plus ten percent (10%) of any agreed upon change in scope reflected in the agreement, drawn on a Canadian Chartered Bank payable to the Owner, without recourse by the Contractor, to be used as contract security.

Add Subsection 11.2.3:

- 11.2.3 The cost of providing contract 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.

## **SECTION 01 10 00 - GENERAL REQUIREMENTS**

Delete subsection 1.2 and replace with the following:

### **.2 SUMMARY OF WORK**

- .1 The work is intended to include all of the items in the Schedule of Quantities and Unit Prices.

The work area is described as follows:

Marian Drive, Antigonish from St. Martha's Regional Hospital Driveway to Bay Street.

Generally, it is intended that the work will include but not be limited to the supply and installation of the following items of work and approximate quantities:

- Excavation and removal of surplus material.
- Installation of new catch basin structures, pipes and culverts.
- - Removal of existing street asphalt the limits required to install the new curb and active transportation infrastructure.
- Removal of existing concrete curb as indicated.
- Supply and installation of new concrete curb along Marian Drive.
- Supply and installation of concrete sidewalk at ramps.
- Supply and installation of tactile walking surface indicators.
- Supply and placement of Type 1 gravels to 150 mm thicknesses, including all proof rolling, excavation, removals, grading and compaction.
- Supply and placement of hot mix asphalt type C-HF for work within the roadway.
- Supply and placement of hot mix asphalt type C-HF for the trail construction.
- The adjustment of on-site features associated with manhole frames and water valve boxes is considered incidental to the work performed.
- Supply and placement of topsoil and seed. Thickness to be placed shall be 100 mm.
- Supply and placement of Pavement Markings and signage.
- All required traffic control measures and site safety requirements.
- All related work and incidentals associated with the above.
- All coordination with NSPW and Bell Aliant projects.
- All Environmental protections required.

Add the following subsection 1.4:

### **4. SETTING OUT THE WORK**

- .1 Survey control monument: NSHPN 203047 MTM Zone 4.

- .2 Contractor is responsible for all survey work, setting out elevations and laying out the work in detail from control points
- .3 CAD files for the layout of the work will be provided by the Engineer.

Add the following subsection 1.5:

.5 EXISTING SITE CONDITIONS

- .3 Prior to the commencement of work, the Contractor shall take photographs of the Place of the Works and those properties adjacent to the Place of the Works. The Engineer or an authorized representative of the Engineer will be present during the taking of photographs to make comments on conditions of the site. These photographs, together with a written report on the condition of roads, trees, fencing, etc., as determined by mutual agreement between the Contractor and the Engineer, shall be given to the Engineer as a record of site conditions prior to commencement of work. The site drainage conditions will be recorded during wet weather.

Add the following subsection 1.7:

.7 SUBMITTALS

- .8 The contractor is required to submit an erosion and sedimentation control plan to the County for approval prior to commencing the work.
- .9 The contractor is responsible to submit materials specifications (asphalt, gravel, etc.) and shop drawings (pipe, valves, hydrants, etc.) to the County for approval prior to commencing the work.

Add the following subsection 1.12:

.12 TRAFFIC CONTROL

- .6 Marian Drive must remain open to public traffic at all times. When required, closure to St. Martha's Regional Hospital driveways is to be coordinated with the hospital prior to closure.

**SECTION 01 22 00 - MEASUREMENT AND PAYMENT**

Replace Section 01 22 00 Measurement and Payment with the following:

**TO LANDSCAPING ADD THE FOLLOWING:**

- .66 Handrails and Fences

Unit of Measurement: metre (m)

Method of Measurement: slope measure along top rail.

This item includes: excavation and backfill, supply and placing concrete footings, installation and finishing of posts, rails, gates, fabric, fittings and accessories as per the Tender Drawings, Temporary measures as required, and surface reinstatement.

**TO ADDITIONAL ITEMS ADD THE FOLLOWING:**

.76 Pavement Markings and Signage

Unit of Measurement: Lump Sum

This item includes: the supply and application of all paint in the colours, sizes and configurations shown on the drawings and the supply and installation of all signage indicated on the drawings and as specified by the Engineer. Item includes all required traffic control measures.

**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 remove all existing asphalt and supply and place hot mix asphaltic concrete with compaction and associated traffic control. All work in the zones adjacent to NSTIR controlled roads shall have traffic control and work standards to the Standards of NSTIR, as well as the County.

Add to subsection 1.3.2:

All contractors who bid on this tender are to recognize that the NSTIR Standard Specification Division 4 - Highway Construction and Maintenance, and latest revisions shall be relevant to this contract, unless otherwise amended by these supplementary specifications. Copies of the recent Standard Specifications are available for purchase at the Nova Scotia Government Bookstore, Halifax, N.S. The revised specifications contain some major revisions and should be closely reviewed by all bidders.

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

- .2 A petrographic number of 135 (maximum) is required for this project. Asphalt cement should meet a Performance Graded Asphalt Binder (PGAB) specification of a PG58S-28.

The tender will include a "Price Escalation/De-escalation Clause for Performance Graded Asphalt Binder (PGAB)". The contractor may be assessed a price increase or decrease for asphalt concrete mix placed under this contract if the Monthly Asphalt Binder Rack Price (MABRP) for PGAB specified differs by more than \$10.00 per tonne of PGAB

from the month in which this tender closes and the month(s) in which the asphaltic concrete placement is performed. The MABRP will be the weighted average posted rack price as provided on the NSTIR website for the end of each month.)

Add to section 3.6 “Execution - Paving”, the following subsection:

- .4 Compaction of hot mix asphaltic concrete pavement shall be based on the laboratory Maximum Theoretical Density (MTD). The compaction across the asphalt mat should be a minimum of 92.0% of the MTD while the density of the longitudinal joints (within 150 mm of the joint) should be a minimum of 92.0% MTD. All longitudinal and transverse joints are to be tack coated prior to placement of adjoining asphalt. The contractor shall tack between lifts when more than a 24 hour passes between placement, or as directed by the Engineer.

For any works found to be deficient, this may be cause for removal and replacement at the contractor’s expense. A two year warranty after substantial completion will be required.

In the event of joint repairs are required within the 2 year period the following will be required:

- 3-20mm: The joint must be cleaned, hot air lanced and filled with an appropriate sealant.
- >20mm: Milled, tacked and replaced with HMA at a min width of 300mm

### 3.8 Traffic Control:

1. All Traffic Control Plans impacting streets within County limits must be approved by the County’s Traffic Authority, and all Traffic Control Plans impacting Provincial roads must be approved by the NSDPW Traffic Authority. At least one week prior to the commencement of any construction, the contractor shall provide to the Engineer a schedule of work activities, which shall include the signing of all Traffic Control procedures required for the project.

The contractor shall carry out their work activities in such a manner to minimize traffic delays. The following maximum time delays to traffic shall be adhered to:

- a) an accumulative 15 minutes through the contract limits, and
- b) 5 minutes through any one Work Zone.

The contractor will be required to adjust work activities, minimize the length and/or number of Work Zone(s), to adhere to these limits.

2. Any construction requirements to adjust the control to Traffic Signals and lights require coordination with the Traffic Authority and Electric Utility with any charges for field labors being the responsibility of the contractor.
3. All appropriate precautions must be taken by the contractor to ensure the safety of pedestrian and vehicular movements, including but not limited to; installation and maintenance of traffic and hazard signage to warn of changes in elevation of the roadway

due to milling and paving activities and ramping of the ends of the areas of work to allow a reasonably smooth transition between road surfaces. The contractor will be required to address all claims of damages submitted by the public in relations to the related work zones.

3.10 Asphalt Plant & Production & Equipment/Labor:

1. Upon Request:
  4. The Contractor must show proof of competency of the asphalt plant, laydown and compaction equipment as well as personal on similar paving projects within the past three years. This may be in the form of site inspections and/or interviews with contractor's clients.
2. The Engineer, or his representative, reserves the right to inspect all contractor equipment and products to satisfy themselves that the work will be completed according to the specifications.

**SECTION 31 20 00 - EARTHWORK**

Add to subsection "2.1.5.2 Gravels" the following:

- .4 The Contractor shall supply and install gravels to the standards required in all areas where work is carried out under County streets as well as the specifics of this specification and the drawings. Type 1 gravel designations shall be as per the latest version of the SSMS standards for ripped rock and test results from an accredited testing laboratory shall be provided to the Engineer, on request, in sufficient form and extent to prove that the source of the material is capable of providing a constant gravel quality the same as the samples provided. Gravels considered by the Engineer to not be in accordance with the standard shall not be used in the work until such time as the Contractor has had the disputed gravel tested and confirmed to meet the project requirements.
- .5 Streets are to be graded with gravels using the highest point of the curb line as the baseline for asphalt depth, with the asphalt floating independently of minor fluctuations in the curb line, but always with the finished asphalt level at or above the height of the curb. Contractor is to verify and demonstrate that the required gravel elevations have been met before approval is issued for placement of asphalt.

END OF SECTION