SPECIFICATION

TOWN OF MULGRAVE 2022 PAVING PROJECT



PROJECT ID: MULG2022-01

JUNE 30, 2022

INVITATION TO TENDERERS

PROJECT DOCUMENTS

TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

Sealed tenders, marked "**Tender for the Town of Mulgrave 2022 Paving Project**"" will be received by the Town of Mulgrave office, 459 Murray Street, Mulgrave, N.S, B0E 2G0 until 4:00 pm local time on July 29, 2022.

The work can be generally described to include:

Supply and installation the following;

- Asphalt milling of approximately two inches deep over a 1.1km distance
- Granular subgrade repairs if/where necessary
- Supply and placement of asphalt pavement on milled area
- Manhole & valve adjustments
- Shouldering
- Traffic control

The area includes, starting at 495 Main St and ending at 403 Main St, a 0.8 km section, along with a 0.3 km section along MacLeod St. Both on average, about 25-30 feet wide, depending on the location measured.

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

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.

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 nsmuicipalservices@gmail.com.

PROJECT DOCUMENTS INFORMATION TO TENDERERS TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

PROJECT NAME: Town of Mulgrave 2022 Paving Project (MULG 2022-01)

OWNER: <u>Town of Mulgrave</u>

1. <u>Tender</u>

Submission: .1 Submit completed Project Documents for above project by

4:00 pm, JULY 29, 2022 in sealed envelope marked as

follows:

TENDER

"Tender for the Town of Mulgrave 2022 Paving Project (MULG2022-01)"

TO

Town of Mulgrave 459 Murray Street, Mulgrave, N.S, Attn: David Gray, CAO

2. <u>Tender</u>

Opening: .1 Tenders will be opened on the closing date.

3. <u>Document</u>

<u>Fee</u> .1 \$50 non-refundable fee

4. <u>Accuracy of</u>

<u>Referencing</u> .1 Indexing and cross-referencing are for convenience only.

5. <u>Conditions of</u>

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 3.10 for a complete list of Contract

Documents.

6. <u>Tenderer to</u>

<u>Investigate</u> .1 Tenderer will be deemed to have familiarized him/herself

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.

PROJECT DOCUMENTS INFORMATION TO TENDERERS TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

7.	Clarification			
	and Addenda	.1	Notify Town CAO not less than four days before Tender closing of omissions, errors or ambiguities found in Contract Documents. If the CAO 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.	
9.	Sales Taxes	.1	Include references to the HST which is to be added to the tender price.	
10.	Tender Security	.1	Ten percent Tender Security is required as specified herein.	
11.	Contract Security	.1	Contract Security is required for the Town of Mulgrave; successful tenderers bid security to the Town will remain in effect for the applicable period.	
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 tenders except the three lowest acceptable Tenderers within 7 days of Tender Opening. .2 Two remaining unsuccessful Tenderers within 7 days of date of Award. .3 Successful Tenderer following receipt by owner of executed Agreement, specified Contract Security, and Insurance documents 	

and Insurance documents.

15.	Amendment or
	Withdrawal of
	Tender

- .1 Tenders may be amended or withdrawn by post, 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 Amendments 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 "Town of Mulgrave 2022 Paving 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

Owner reserves the right to accept or reject any tender on . 1 the basis of the tenderer's level of experience including demonstration that personnel, materials and equipment are available, 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

Tenderers are required to base their tender price on their .1 own assessment of this information as well as the site conditions without recourse to the Owner.

20. Worker's Compensation

The successful Tenderer shall be required to provide proof .1 of good standings and complete compliance with the Worker's Compensation Board.

22. <u>Existing</u> Infrastructure

.1 The contractor is to make himself aware of the existing infrastructure and make good any damages caused by their work.

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

PROJECT DOCUMENTS TENDER FORM

TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

1. **SALUTATION**

.1	To:	Town of Mulgrave
.2	For:	Town of Mulgrave 2022 Paving Project (MULG2022-01)
.3	From:	

2. **TENDERER DECLARES:**

- .1 That this tender is made without collusion or fraud.
- .2 That he/she has carefully examined the proposed Work:
- .3 That he/she has familiarized oneself with local conditions, including labour conditions; and the requirements of the Owner.
- .4 That he/she has carefully examined the Contract Documents and Addenda No. to __ inclusive;
- .5 That he/she has taken all the foregoing into consideration in preparation of the tender.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the Estimated Contract Price shall be the sum of the products of the tendered unit prices 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.
- .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 sub contractors and their experiences, equipment available for use on project, proof of status in the safety certification process, and financial resources.

PROJECT DOCUMENTS TENDER FORM

TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

- .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 provide post-tender submission documents or failure to enter into a formal contract and provide specified insurance documents and contract security within time required will constitute grounds for forfeiture of tender security.
- .8 That if tender security is forfeited, Owner will retain difference in money between amount of tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to tenderer.
- .9 That the requirements of the Town and its Utilities apply to this project as do the requirements of the Nova Scotia Department of Environment.
- .10 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 Project Documents to be read in conjunction with the SSMS
 - .1 Tender Form
 - .2 Form of Agreement
 - .3 Supplementary Specifications
 - .4 Addenda as issued.
- .9 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 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 head of Public works, the Town, and all stakeholders.
- .10 That the appropriate safety precautions shall be taken especially in relation to the work and public safety.
- .11 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. **Traffic Control shall form part** of the unit price for each item in the tender form. There shall be no extra cost for traffic control.
- .12 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.

PROJECT DOCUMENTS TENDER FORM TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

- .13 That erosion control measures shall include the supply and placement of silt fencing and/or straw bale check dams at the locations shown on the drawings or as directed by the engineer and in accordance with installation details provided.
- All work shall be in accordance to the Standard Specifications for Municipal Services (latest edition), and all other codes of local and provincial application.
- .15 Reinstatement of curb will be included in the unit price for manhole and/or catch basin adjustment where applicable.

PROJECT DOCUMENTS TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

.2

TENDER FORM

SCHEDULE OF QUANTITIES AND UNIT PRICES 4.

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
	M from 495 Main St and ending a leod St.	at 403 Main St, a 0.8	8 km section, along	g with a 0.3 km	section alon
a.	Milling	m^2			
b.	Granular subgrade repairs (if an	y) m ²			
c.	Asphalt paving	m^2			
d.	Shouldering	m^2			
e.	Adjust Existing Manhole Frames and Covers	each			OTAL
0.8 KI	M ON MAIN ST AND 0.3 KM O	N MACLEOD ST:	\$		————
	MATED PRICE LUDING HST)			\$	
ADD	HARMONIZED SALES TAX (1:	5%)*		\$	
TOTA	AL PRICE			\$	
TENE	DERER'S HST REGISTRATION	NO			
5.	COMPLETION TIME				
	.1 Tenderer agrees to notification of award		vork within	weeks	of writter

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.

PROJECT DOCUMENTS TENDER FORM TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

SECTION 00-41-43 PAGE 5 MAY 2022

6. SIGNATURES*	
DATED THIS DAY OF	, 2022.
	[Seal
	Name of Firm Tendering
Witness	Signature of Signing Officer
	Name and Title (Printed)
Witness	Signature of Signing Officer
	Name and Title (Printed)
Company Address	
Telephone No.	
Fax No.	
E-mail	
*NOTE: Tondard outmitted by an arch	shalf of any Comparation must be signed and socied in the

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

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

PROJECT DOCUMENTS FORM OF AGREEMENT TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

This A	Agreement made on the day of	in the year 2022.
	BY AND BETWEEN:	
	Town of Mulgrave 459 Murray Street, Port Hawkesbury, N. S	,
	Hereinafter called the "Owner"	
	and:	
		<u> </u>
	At:	<u> </u>
	Hereinafter called the "Contractor"	
Witne	nesses that the parties agree as follows:	
ART	TICLE A1 - THE WORK	
The C	Contractor shall:	
.1	Perform the Work required by the Contract "Town of Mulgrave 2022 Paving Project	
.2	Do and fulfil everything indicated by this A	Agreement, and,
.3		y of, 2022 and attain Substantial the project manager by the day of
This oral,		OMENTS epresentations or agreements, either written or g the bidding documents that are not expressly

ARTICLE A3 - CONTRACT DOCUMENTS

The following is a Document 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. **Project Documents**
 - .1 **Tender Form**
 - .2 Form of Agreement
 - **Supplementary Specifications** .3
 - Addenda as issued. .4

ARTICLE A4 - CONTRACT PRICE

- 1. The Contract Price shall be the lump sum of the products 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 (excluding HST) is \$
- 3. All amounts shall be in Canadian funds.
- The amounts shall be subject to adjustment as provided in the Contract Documents. 4.

ARTICLE A5 - PAYMENT

- The Owner shall pay the Contractor in Canadian funds for the performance of the Contract. .1
- .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:
 - The quantity for each pay item on which actual work has been performed and .1 successfully completed shall be measured.
 - For each Unit Price item this quantity shall be multiplied by the applicable Unit .2 Price as provided in the Tender Form.
 - For each lump sum items, multiply by the percentage complete (as determined by .3 the engineer) by value of the lump sum item.
 - The total value of work completed for the payment period shall be calculated by .4 adding the total of the products for all pay items.
 - The amount of the monthly payment shall be determined by deducting the 10% .5 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.
 - To the amount calculated above, the Harmonized Tax will be added. .6
- .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 the issuance of the final certificate for payment as certified by the Engineer, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provisions of Section 00 72 45 General Conditions, subsection GC5.10 FINAL PAYMENT.
- .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 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

- .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.

ARTICLE A10 - TIME

.1 Time shall be construed as being of the essence in the Contract.

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

PROJECT DOCUMENTS FORM OF AGREEMENT

TOWN OF MULGRAVE PAVING PROJECT (MULG2022-01)

SIGNED AND DELIVERED In the presence of:	
WITNESS	OWNER
Witness	Name of Owner
Signature	Signature
Name & Title of Person Signing	Name & Title of Person Signing
	Signature
	Name & Title of Person Signing
WITNESS	CONTRACTOR
Witness	Name of Owner
Signature	Signature
Name & Title of Person Signing	Name & Title of Person Signing
	Signature
	Name & Title of Person Signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for (a) proof of authority to execute this document, attach such proof of authority in the certified copy of resolution naming the representative(s) authorized to sign the agreement for on behalf of the corporation or partnership; or (b) the affixing of a corporate seal, this agreement should be properly sealed.

*****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 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 nsmuicipalservices@gmail.com.

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

Adjust the stated sub-sections with the following:

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, 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. The contractor shall be solely responsible for construction means methods, techniques, sequences and procedures under the contract while maintaining conformity with these specifications.

GC 10.1 TAXES AND DUTIES

Add clause .3 and .4 as follows:

- .3 The Contractor shall pay the government sales tax, the Harmonized Sales Tax (HST), with respect to its obligation under the contract.
- .4 The Owner may be applying for a refund of the tax paid on goods and services 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 11.1 INSURANCE

Add Clause .6 as follows:

.6 The Contractor shall add the Owner and Engineer as joint insured parties (coinsured) in the insurance policies.

GC 11.2 CONTRACT SECURITY

Add Clause .3 as follows:

.3 The Contractor shall provide to the Owner the form of security as specified in Section 00 21 00 Information to Tenderers.

GC 3.5 CONSTRUCTION SCHEDULE

Add Clause .4 as follows:

.4 The Contractor shall immediately inform the Engineer or Town representative 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.

SECTION 01 10 00 - GENERAL REQUIREMENTS

2. SUMMARY OF WORK

Delete clause .1 and **replace** with the following:

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

4. SETTING OUT THE WORK

Add .4 as follows:

.4 The Contractor is informed that intent is not to establish specific elevations of finished work but generally to achieve the noted grading and restoration and blending with onsite conditions including consideration for the existing drainage patterns in the area that must be preserved.

5. EXISTING SITE CONDITIONS

Add the following:

.3 Unless designated for removal under this Contract, sustain in place and protect from damage features including existing pavement parking area, concrete pad,

gravel area, perimeter hedgerows, sanitary sewer manholes, utilities, and entrances.

- .4 The existence, location and elevation of underground utilities are not guaranteed, and notwithstanding any provision in the Contract Documents, the Contractor shall be responsible for determining the location and elevation of all sewer, water or other mains, services or lines, electric light, power or telephone conduits, or other such structures or utilities, and shall pay for any service supplied by the waterworks, sewer, electric light company or department. The Contractor shall be responsible for notifying the appropriate company, department, person or persons, of his intention to carry out his operations. The contractor shall deposit with the Engineer a letter or letters from the appropriate authority of the utility or utilities involved stating that the contractor has made satisfactory arrangements with the utility organization for the location, protection and inspection of the utility involved.
- .5 The Contractor shall indemnify and save harmless the Owner and Engineer against damages for consequential loss and against any claim made against the Owner or the Engineer by the Owner of any such main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract.

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

Add subsection 52, 43b and replace subsection 43, 44 and 45 with the following:

52. Asphalt Planning

Unit of Measurement: Square meter

Method of Measurement: horizontal surface area subject to cold planning to required depth, rounded to one decimal place.

This item includes: Supply of labor, material and equipment to complete cold planning to the indicated depth(minimum 50mm along curb), sweep the planed surface, full depth saw cut of adjacent asphalt surfaces to remain and removal of milled material offsite for disposal and recycling.

43b. Asphalt Concrete – Reynolds Street

Unit of Measurement: Square meter

Method of Measurement: horizontal surface area to required depth, rounded to one decimal place.

This item includes: This item includes the supply and placement of 50mm of compacted Type C Asphalt Concrete at a width to match existing limits, as per Nova Scotia Department of Transportation and Infrastructure Renewal Specifications.

This item also includes supply and placement of a tack coat between asphalt lifts.

44. Concrete Curb & Gutter

Unit of Measurement: Lineal metre to existing grades as indicated

Method of Measurement: Slope measure

This item includes: The supply of labour and materials to remove existing curb sections to facilitate new catch basin placement and storm sewer installation, reinstate with concrete curb and gutter as indicated. Includes all concrete cutting, curb removal, gravel supply and gravel work with compaction, forming and placement.

45. Concrete Sidewalk

Unit of Measurement: Square metre

Method of Measurement: slope measure of indicated area This item includes: removal of existing sidewalk, new concrete sidewalk, including supply and placing of base gravels and backfill as indicated.

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 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 Supplemental Specifications **