Tender
T-MCC-2204
Issued: June 14, 2022
Whitehall Road Culvert Replacements, Parrsboro

Addressed to:
Ms. Kellie Seaman
Procurement Officer
Municipality of the County of Cumberland
procurement@cumberlandcounty.ns.ca

Will be received until **2:00pm Atlantic Time, Tuesday June 30, 2022** for the above Tender as per the specifications and terms and conditions.

Before submitting your bid check for Addenda to the above Tender as posted on novascotia.ca/tenders or on the Municipality of the County of Cumberland's web site https://www.cumberlandcounty.ns.ca/rfp-and-tenders.html. Addenda may be posted at any time up to three (3) days prior to Tender close. It is the sole responsibility of the bidder to acknowledge and account for all Addenda associated with the above Tender.

Bids received after Tender close as listed above will be rejected. Facsimile bids will not be accepted.

The Municipality of the County of Cumberland reserves the right to waive technicalities, reject any or all bids, or any portion thereof, to advertise for new tenders, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the Municipality.

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Tender Drawings:

Culvert Replacement, prepared by McCullough Environmental Engineering, dated May 4, 2021, except as noted.

Dwg. No. F1: Culvert 1
Dwg. No. F2: Culvert 2
Dwg. No. F3: Culvert 3
Dwg. No. F4: Culvert 4
Dwg. No. F5: Culvert 5
Dwg. No. F7: Culvert 7
Dwg. No. F8-1R3: Culvert 8 Plan and Section Detail (July 21, 2021)
Dwg. No. F8-2R2: Culvert 8 Creek and Ditch Profiles (May 31, 2021)
Dwg. No. F9: Culvert 9
Dwg. No. F10: Culvert 10
Dwg. No. F11: Culvert 11
Dwg. No. F12: Culvert 12

End of Section 00 00 01

Overview

This document is a Supplementary Specification to The Standard Specifications for Municipal Services as published by the Nova Scotia Road Builders Association - Consulting Engineers of Nova Scotia Joint Committee on Contract Documents.

The Municipality of the County of Cumberland (Municipality) has decided to use the Standard Specifications in an effort to regulate their specification practices, simplify the review and approval process, and standardize the specifications written by their consultants.

These project documents have been prepared for use with and require being read in conjunction with The Standard Specifications for Municipal Services as published by the Nova Scotia Road Builders Association - Consulting Engineers of 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, NS, B3A 2G7; Telephone: (902) 430- 2534, (902) 233-9362 or e-mail at nsmunicipalservices@gmail.com.

End of Section 00 20 00

Whitehall Road Culvert Replacements

Parrsboro, NS

Owner:
Municipality of the County of Cumberland
1395 Blair Lake Road, Upper Nappan, NS – B4H 3Y4

1. Tender Submission

.1 Submit completed tender form for above project in sealed envelope marked as follows:

TENDER

Whitehall Road Culvert Replacements TENDER T-MCC-2204
Closing up to **2:00 pm June 30, 2022**
Municipality of the County of Cumberland
Ms. Kellie Seaman, Procurement Officer
1395 Blair Lake Road
Upper Nappan, NS – B4H 3Y4

OR

.2 Submit completed tender form for above project by electronic bid as follows:

Subject line 'TENDER - Whitehall Road Culvert Replacements T-MCC-2204 – Do NOT open until after 2:00 pm on June 30, 2022'

Closing up to **2:00 pm June 30, 2022**
procurement@cumberlandcounty.ns.ca

Attachments shall be in pdf file format and shall not exceed 20 MB.
Submit Post Tender Submission, see 2. Post Tender Submission.

2. Post Tender Submission

.1 Submit original Paper Bid in sealed envelope marked as follows:

Whitehall Road Culvert Replacements TENDER T-MCC-2204

and addressed to:

Ms. Kellie Seaman, Procurement Officer
Municipality of the County of Cumberland
1395 Blair Lake Road
Upper Nappan, NS – B4H 3Y4

.2 Submit post-tender submission documents by mail immediately following close of tender to be eligible to receive award of Contract. Failure to provide such documents will constitute grounds for forfeiture of Tender Security.

3. Tender Opening

.1 Tenders will be opened on Thursday, June 30, 2022 at Upper Nappan Service Centre, 1395 Blair Lake Road, Upper Nappan, NS immediately following closing. Opening will be public.

.2 Tender amendments will be disclosed at public openings.

4. Document Fee

.1 No document fee will be applied. Documents will be provided

electronically only.

5. Accuracy of Referencing

.1 Indexing and cross-referencing are for convenience only.

6. Conditions of Tendering

.1 Take full cognizance of content of all Contract Documents in preparation of Tender. Refer to Section 00 41 43 – Tender Form, Subsection 3.10 for a complete list of Contract Documents.

7. Tenderers to Investigate

.1 Tenderers 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 of time.

8. Clarification and Addenda

.1 Notify Engineer not less than four (4) working days before tender closing of omissions, errors or ambiguities found in Contract Documents. If Engineer considers that correction, explanation or interpretation is necessary, a written addendum will be issued. All addenda will form part of Contract Documents.

.2 Confirm in the tender form that all addenda have been received. Tenderers are solely responsible to obtain and acknowledge the receipt of addenda at time of tender closing.

9. Preparation of Tender

.1 Legibly complete tender form provided with Project Documents. Tender all items and fill in all blanks. Have corrections initialed by person signing tender.

.2 Submissions will not be accepted unless properly signed and submitted on this form. Qualifying clauses or exceptions may result in rejection.

.3 Complete tender shall include:

- Completed tender form
- Bid security
- Surety's consent to provide contract security
- Attachment "A" signed
- WCB letter of good standing
- Certificate of Recognition (see clause 25)
- Contractor experience

10. Taxes

.1 Include all taxes except Harmonized Sales Tax (HST).

11. Tender Security

.1 Provide tender security in a minimum amount of ten percent (10%) of total price including HST. Provide security with tender in the form of a Certified Cheque or Money Order payable to the Owner, or a Bid Bond on CCDC Form 220, or other Owner approved form. The Tenderer agrees this amount may be forfeited as liquidated damages in the event that the tender is withdrawn after closing or the Tenderer fails to comply with any other provisions of this Tender.

12. 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 and alternate type of contract security, if applicable.

13. Insurance

.1 Refer to Section 00 72 45, General Conditions, subsection GC11.1 – INSURANCE, and CCDC 41 for insurance required.

14. Form of Agreement

.1 Form of Agreement is attached for information purposes only until execution of the Contract.

15. 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 ten (10) working days of date of award.

.3 Successful Tenderer following receipt by Owner of executed agreement, specified contract security, and insurance documents.

16. Amendment or Withdrawal of Tender

.1 Tenders may be amended or withdrawn only by signed letter.

.2 Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price. Amendments may include specific directions as to the exclusion or inclusion of particular words

.3 Head amendment or withdrawal as "[*Amendment]/[Withdrawal] of Tender for Whitehall Road Culvert Replacements T-MCC-2204*". Sign as required for tender and submit by e-mail to procurement@cumberlandcounty.ns.ca or to the address given for receipt of tenders. In order to be considered, submissions shall be received prior to time of tender closing.

17. Offer, Acceptance, Rejection

.1 The Owner reserves the right to accept or reject any Tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without incurring any liability to affected Tenderers.

.2 In evaluating the Tender, the Municipality may consider criteria, including:

- proposed price;
- proposed completion date
- Tenderer's ability to complete the work within the schedule;
- Tenderer's ability to effectively manage and perform the work;
- Tenderer's ability to cooperate and work effectively with the Municipality, its consultants and representatives;
- Tenderer's ability to present cost saving opportunities which may be appropriate and acceptable to the Municipality; and
- financial strength and capability of the Tenderer.

.3 The Municipality reserves the right to request clarification of information submitted and to request additional information. All costs associated with the presentation of the tender and any supplemental information shall be borne solely by the Tenderer and shall not be passed on to the Municipality under any circumstances.

.4 The Municipality reserves the right to cancel the contract immediately upon written notice, if, in the opinion of Chief Administrative Officer, the successful Proponent is not fulfilling the terms, conditions and specifications of the contract. All fees will be paid up to the date the work terminates, based on the work plan submitted and actual work completed.

.5 The Work is contingent on approval from Municipal Council.

.6 The Work is contingent on acquiring approval for the work in the watercourse from Nova Scotia Environment, see attached permits.

18. Completion, Delivery, Cancellation

.1 Time is of the essence and the specified completion/delivery dates should be carefully considered before bidders enter a promised date on this form. Failure to meet promised completion/delivery dates may result in cancellation of any subsequent order.

19. Errors

.1 Tender as received shall be considered final and no tender shall be altered, amended or withdrawn after the specified closing date.

20. Liability

.1 The Bidder acknowledges that he is an independent contractor and shall indemnify, protect and save harmless the Purchaser, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Vendor, its agents or employees, of the materials covered by this order or incidental or ancillary thereto.

21. Supervision and Communication

.1 The contractor MUST have a project manager on site at all times who is fully qualified to properly direct the project and is experienced with all aspects of the street paving project for complete and proper application.

22. Scheduling of Work/Site Inspector/Delivery Slips

.1 The contractor may arrange to do the work in sections or all at once, however, the Municipality must be contacted two full business days prior to the commencement of any portion of the job. All delivery slips for asphalt/gravel must be signed as received by the Municipality before invoices are submitted for payment.

.2 The Municipality also reserves the right to work with the contractor to schedule paving work to meet Municipality schedules to conduct preparation work on the identified paving locations prior to street paving operations.

.3 Culvert 8 shall be completed by September 30, 2022. The Municipality prefers that all of the work be completed by September

30, 2022.

23. Liquidated Damages

.1 The expected start date for this tender is July 6, 2022, however this may be subject to change and is therefore presented primarily for guidance.

.2 The Municipality and the successful proponent will agree that, in the event that the Work or portions of the Work, as identified in the Contract documents are not completed substantially as specified in the Contract that the Municipality will suffer damages, which are difficult to identify with precision because of the nature of the project.

.3 The successful proponent and the Municipality agree that a fair pre-estimate of the amount of set damages is two hundred and fifty dollars ($250.00) per calendar day. Therefore, the parties agree that the successful proponent shall pay to the Municipality for each and every calendar day after the identified Contract completion date, the sum of two hundred fifty ($250.00) determined by the parties hereto to be liquidated damages, not a penalty. These damages will be deducted from the contract amount. Delays caused by or the result of weather conditions will be deducted from the agreed schedule and will not be subject to liquidated damages.

24.Contact Information

.1 All questions related to this project are to be directed to:

Kellie Seaman
Procurement Officer
kseaman@cumberlandcounty.ns.ca

25. Safety Certification

.1 Submit with Tender a copy of Tenderer's current and valid accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition issued by the Nova Scotia Construction Safety Association.

.2 Out-of-province tenderers with a current and valid COR from a Canadian Federation of Construction Safety Associations member shall obtain and submit, with tender, a current and valid Letter of Good Standing from Construction Safety Nova Scotia.

26. Workers' Compensation

.1 A certificate of good standing with the Workers' Compensation Board of Nova Scotia must be provided by the successful bidder prior to execution of the Articles of Agreement. Submit with tender a copy of tenderer's current and valid clearance letter issued by the Workers' Compensation Board of Nova Scotia.

.2 Out-of-province tenderers shall submit, with tender, a current and valid clearance letter from a government workers' compensation board but must register with the Nova Scotia Workers' Compensation Board prior to being awarded the Contract.

27. Insurance Certificate

.1 A valid certificate showing at least $5,000,000 liability, with the

Municipality named under additional insured, must be provided by the successful bidder prior to the execution of the Articles of Agreement.

28. Contractor Experience .1 Bidders must include a corporate overview outlining their experience in the contracting business. Contractor shall indicate the total number of employees required to do the work and the number of local employees to be hired.

End of Section 00 21 00

1. Salutation:

.1 To: The Municipality of the County of Cumberland
1395 Blair Lake Road, Upper Nappan, NS, B4H 3Y4
e-mail: procurement@cumberlandcounty.ns.ca

.2 For: Whitehall Road Culvert Replacements
Tender T-MCC-2204

.3 From: _____

2. Tenderer Declares:

.1 That this tender was made without collusion or fraud.

.2 That the proposed work was carefully examined.

.3 That the Tenderer was familiar with local conditions.

.4 That Contract Documents and Addenda No. __ to ___ inclusive were carefully examined.

.5 That all the above were taken into consideration in preparation of this 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 excluding Harmonized Sales Tax (HST).

.3 That this Tender is valid for acceptance for thirty (30) days from 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 That provisional items may or may not proceed at the Municipality's sole discretion.

.6 To provide evidence of ability and experience within five (5) working days of request, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.

.7 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within ten (10) working days of written notice of award.

.8 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.

.9 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.

.10 That the Contract Documents include:

.1 Standard Specifications for Municipal Services, January 2022
.2 Tender Form
.3 Form of Agreement
.4 Attachment 'A'
.5 Section 00 74 00 – Supplementary Specifications
.6 Drawings - **Culvert Replacement, prepared by McCullough Environmental Engineering, dated May 4, 2021, except as noted.**

Dwg. No. F1: Culvert 1
Dwg. No. F2: Culvert 2
Dwg. No. F3: Culvert 3
Dwg. No. F4: Culvert 4
Dwg. No. F5: Culvert 5
Dwg. No. F7: Culvert 7
Dwg. No. F8-1R3: Culvert 8 Plan and Section Detail (July 21, 2021)
Dwg. No. F8-2R2: Culvert 8 Creek and Ditch Profiles (May 31, 2021)
Dwg. No. F9: Culvert 9
Dwg. No. F10: Culvert 10
Dwg. No. F11: Culvert 11
Dwg. No. F12: Culvert 12

.7 NSE Permits (pending)
.8 Addenda as issued and as confirmed in subsection 2.4 of this section.

4. Schedule of Quantities and Unit Prices

ID	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
STORM SYSTEM					
37.1	450 mm HDPE Culvert	m	130	$	$
37.2	600 mm HDPE Culvert	m	60	$	$
37.3	750mm HDPE Culvert	m	20	$	$
37.4	1524 mm Concrete Culvert	m	25	$	$
				Subtotal Storm System	$
STREET SYSTEM					
41.1	150 mm Type 1 Gravel	m^2	820	$	$
41.2	200 mm Type 2 Gravel	m^2	900	$	$
41.3	90 mm Type 1S Gravel	m^2	140	$	$
41.4	90 mm Type 1 Gravel (provisional)	m^2	550	$	$
43.1	40 mm Asphalt Concrete Type C-HF (provisional)	m^2	550	$	$
43.2	50 mm Asphalt Concrete Type B-HF (provisional)	m^2	550	$	$
				Subtotal Street System	$
ADDITIONAL ITEMS					
90.0	Environmental Measures	L.S.	1	$	$
				Subtotal Additional Items	$

SUMMARY

SUBTOTAL STORM SYSTEM	$_____
SUBTOTAL STREET SYSTEM	$_____
SUBTOTAL ADDITIONAL ITEMS	$_____
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 award of contract. Work within the watercourse must comply with all rules and regulations set out by Nova Scotia Environment in the Watercourse Alteration Approval, including but not limited to the allowable construction duration set out in any granted extensions to the approval.

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.

*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 00 41 43

This Agreement made on the ____ day of _____ in the year_____.

BY AND BETWEEN

The Municipality of the County of Cumberland, 1395 Blair Lake Road, Upper Nappan, NS, B4H 3Y4

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

The Contractor shall:

.1 Perform the Work required by the Contract Documents for

Whitehall Road Culvert Replacements

located at Parrsboro, NS

for which the Agreement has been signed by the parties, and for which McCullough Environmental Engineering.

is acting as and is hereinafter called the “Engineer”

and

.2 do and fulfill everything indicated by this Agreement, and

.3 commence the Work by the ____ day of _____in the year 2022 and attain Substantial Performance of the work as certified by the Engineer by the __ day of _____ in the Year 2022.

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 Article A1.1 of this Agreement and as defined in subsection 6 of Section 00 71 00 DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

.1 Standard Specifications for Municipal Services, January 2022.
.2 Tender Form
.3 Form of Agreement
.4 Attachment 'A'
.5 Section 00 74 00 – Supplementary Specifications
.6 Drawings - **Culvert Replacement, prepared by McCullough Environmental Engineering, dated May 4, 2021, Issued for Tender, except as noted.**
Dwg. No. F1: Culvert 1
Dwg. No. F2: Culvert 2
Dwg. No. F3: Culvert 3
Dwg. No. F4: Culvert 4
Dwg. No. F5: Culvert 5
Dwg. No. F7: Culvert 7
Dwg. No. F8-1R3: Culvert 8 Plan and Section Detail (July 21, 2021)
Dwg. No. F8-2R2: Culvert 8 Creek and Ditch Profiles (May 31, 2021)
Dwg. No. F9: Culvert 9
Dwg. No. F10: Culvert 10
Dwg. No. F11: Culvert 11
Dwg. No. F12: Culvert 12
.7 NSE Permits
.8 Addenda as issued and as confirmed in Section 00 41 43 subsection 2.4.

ARTICLE A4 - CONTRACT PRICE

.1 The Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the Tender Form excluding the amount of Harmonized Sales Tax.

.2 The Contract Price is $ _____

.3 All amounts shall be in Canadian funds.

.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 shall be measured.
.2 For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.

.3 For each lump sum item, multiply the percent complete by the value of 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 last Friday 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 provision 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 and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC11.1 - INSURANCE.

.8 If the Owner fails to make payment to the Contractor as it becomes due under the terms of the Contract, interest shall be payable as follows:

.1 The annual interest rate applicable to the contract is 5% compounded monthly.

.2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

.1 Notices in writing will be addressed to the recipient at the address set out below.

.2 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.

.3 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 (5) working days after the date on which it was mailed.

.4 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 is 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.

.5 An address for a party may be changed by Notice in Writing setting out the new address delivered to the other party in accordance with this Article.

.1 The Owner at 1395 Blair Lake Road, Upper Nappan, NS, B4H 3Y4

.2 The Contractor at _____

.3 The Engineer at 43 Rogers Avenue, Amherst NS B4H 2J7

ARTICLE A7 - QUANTITIES AND MEASUREMENT

.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.

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 inure 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 construed as being the essence of the Contract.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly 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

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 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.

End of Section 00 53 43

INTENT

.1 Construct the Work of this Contract in accordance with the Standard Specifications for Municipal Services as developed by the Nova Scotia Road Builders Association and the Consulting Engineers of Nova Scotia Joint Committee on Contract Documents, except as modified herein.

.2 These Supplementary Specifications modify the specification sections to which they refer.

.3 The Supplementary Specifications take precedence over the Standard Specification to which they refer.

SECTION 01 10 00: GENERAL REQUIREMENTS

Delete Subsection 2 – SUMMARY OF WORK and replace with the following

2. SUMMARY OF WORK

.1 This project includes the supply and replacement of 11 culverts that cross Whitehall Road plus one (1) culvert running on the shoulder of Whitehall Road, complete with energy dissipation pool, geotextile, rip rap, and reinstatement. Asphalt concrete is provisional and may or may not proceed. If asphalt concrete does not proceed then it would be replaced by an equivalent thickness of Type I gravel (provisional).

.2 The Work includes obtaining all necessary approvals and permits from the appropriate regulatory bodies as well as any associated costs, and compliance with all approvals and permits. The Municipality has submitted to NS Environment a Watercourse Alteration Application for Culvert 8.

.3 The Work includes all traffic control as per the Municipality requirements and Nova Scotia Temporary Workplace Traffic Control Manual.

.4 The Work includes erosion control, protection and reinstatement of all disturbed areas to pre-construction condition or better.

.5 The Work includes coordination with utilities for location of any existing infrastructure and alteration of this infrastructure.

.6 The Work includes shoring and relocation of utility poles and anchors, as needed.

.7 The Work includes provision of record information to include a coordinated record survey (to a published geodetic datum) to include physical features, inverts of culverts, energy dissipation, etc.

.8 The Work is subject to approval by Nova Scotia Environment.

.9 Culvert 8 shall be installed in accordance with the Nova Scotia Watercourse Alterations Standard. The following water quality limits shall be met:

a) Total Suspended Solids, Clear Flows (Normal Background Conditions)
- Maximum increase of 25 mg/L from background levels for any short exposure (24 hour or less);
- Maximum average increase of 5 mg/L from background levels for longer term exposure (inputs lasting between 24 hours and 30 days);

b) Total Suspended Solids, High Flow (Spring Freshets and Storm Events)
- Maximum increase of 25 mg/l from background levels at any time when background levels are between 25 mg/l and 250 mg/l
- Maximum increase of 10% over background levels when background is >250 mg/l;

Install (prior to commencement of construction), maintain and inspect erosion and sediment controls in line with industry best practices (eg. NS Environment Erosion and Sediment Control Handbook for Construction Sites).

Construction must be a carried out by a Watercourse Alteration Installer or under the direct supervision of a Watercourse Alteration Installer.

Add the following to Subsection 12 – TRAFFIC CONTROL:

12. Traffic Control

.6 Provide access to all properties during work.
.7 At least one week prior to any street closures, a complete Traffic Control Plan MUST be provided to the Municipality. The traffic control plan must conform to the NS Temporary Workplace Traffic Control Manual and be signed off by the Traffic Signer.
.8 There is not a practical alternate route for Whitehall Road. As a minimum a single lane of alternating traffic must be maintained.
.9 Provide and maintain all necessary signage. Failure to comply with these requirements will result in the Municipality shutting work down until the traffic control requirements are fully complied with.

Section 01 22 00: MEASUREMENT AND PAYMENT

Delete GENERAL and replace with the following:

GENERAL

1. Unit prices shall be full compensation for the work necessary to complete each item in the Contract and in combination for all work necessary to complete the Work as a whole.

2. For every item, include all of the following as required where individual quantities are not provided in the Tender Form: mobilization, demobilization, traffic control, assistance to the Engineer, coordination with all utilities, protection of existing trees, reinstatement and all incidentals.

3. For water, sanitary sewers, and storm sewer systems include all of the following as required where individual quantities are not provided in the Tender Form: environmental protection, protection of existing trees, clearing and grubbing, common and rock excavation, shoring (pipes, utility poles, banks, etc.), dewatering, protection and shoring of existing pipes and infrastructure, bedding, backfilling, compaction, disposal of surplus material, disposal of unsuitable material, importation of material, joint restraints and thrust blocks, thrust anchors, testing, flushing and disinfection, dechlorination, marker stakes, tracer wire, reinstatement, shop drawings, manhole and catchbasin frames, covers, and grade adjustment rings, and all incidentals.

4. All measurements shall be along a horizontal plane unless otherwise indicated.

5. The numbers of the items described below correspond to the numbers of the items in Section 00 41 43, subsection 4 – Schedule of Quantities and Unit Prices.

STORM SYSTEM

Delete subsection 37 and replace with the following:

37. Culverts

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe.

This item includes: removal and disposal of existing culverts, supply and installation of new precast concrete and HDPE culverts, armour rock (surge rock), rip rap, geotextile, energy dissipation pools, reinstatement of all disturbed areas (including, but not limited to, gravels and landscaped areas), any required stream flow diversion around the work area using a pump, environmental protection, traffic control, record survey, all other work as shown on the drawings, and all incidentals.

Pay items 37.1, 37.2 and 37.4 include insulation of watermain as depicted on Drawings F1 to F9.

Pay item 37.3 includes infilling of ditch and install of permanent ditch plug.

Add new subsection 90 as follows:

90. Environmental Measures:

Unit of Measurement: Lump Sum (L.S.)

This item includes: supply and installation of all environmental protection measures required to complete the project works, including all erosion and sedimentation control measures as reviewed and approved by NSE. This item also includes any required temporary water (stream) control and diversion measures, including cofferdams, sheeting, shoring, pumping, dewatering, and temporary works, needed to complete the project works, as reviewed and approved by NSE.

End of Section 00 74 00

ATTACHMENT "A"

NOTE: These Terms and Conditions and the Supplements for the Municipality of the County of Cumberland (Municipality) shall apply to those documents that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations. If Bidders have questions regarding any of these Terms and Conditions, they must call the contact person named on the Invitation form. To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the Invitation documents will reference any such documents, in addition to these Terms and Conditions.

Failure to completely comply with these Terms and Conditions could cause the Bidder's Bid to be disqualified.

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1. Definitions

Bid- Bidder's written offer to provide the required goods or services at a given price or rate, or any similar document issued in reply to an Invitation. May also be referred to as a Proposal, Tender, Quotation, Submission, Response or similar name.

Bidder- Any person, business or Consortium that submits a bid.

Broader Public Sector- Any governmental or government-funded entity within a Province, including the MASH sector (Municipal governments, Academic institutions such as universities and community colleges, School boards and Hospitals). This includes all government departments, agencies, boards, offices and commissions and Crown Corporations.

Consortium- Two or more Bidders having no formal corporate links, who submit a joint bid.

"Contract" -The legal agreement, if any, entered into between the Municipality and the successful bidder following approval of the Contract by the Municipality, and the settlement, execution and delivery of the same by each party to the Contract.

Electronic Bid – a Bid submitted through e-mail as an electronic file in pdf format.

Fax Bid- A Bid submitted by means of facsimile transmission over telephone lines.

Invitation- A formal request for prices or responses, in printed form, with sealed Bids, faxed Bids or similar responses opened at a given time. May also be referred to as a Tender, Request for Quotations, Request for s, Request for Information, Pre-Qualification, Request for Expression of Interest or similar name. The Invitation incorporates any addenda that may be issued.

"Losses"- Means in respect of any matter all:

(a) direct or indirect, as well as

(b) consequential,

Claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

Paper Bid- An original Bid submitted in printed form, not through facsimile or other electronic medium.

Denotations: The words "may" "could" or "should" denote the permissive. The words "must", "shall" or "will" denote the imperative.

2. Date, Time and Place of Closing and Opening; Late Bids

Invitations will close at the time, date and location specified in the Invitation documents.

All Bids must be received in their entirety *at or before* the closing time specified; Bidders are responsible for ensuring that their Bid, however submitted, is received on time and at the location specified.

All times are local times (Atlantic Standard Time).

Bids received late, or not received completely by the closing time will not be considered; the time obtained by searching 'time' in google will be assumed to be correct in the event of dispute. Late bids will be rejected and returned.

All Bids must be sent to the Municipality of Cumberland, Upper Nappan Service Centre, or by electronic bid to e-mail procurement@cumberlandcounty.ns.ca (as identified in the Invitation documents), and will be opened there, in accordance with the Municipality of Cumberland's Procurement Policy rules for opening Bids.

Bids will be opened publicly at the time and date specified in the Invitation. The public is allowed to attend Bid openings for most publicly-advertised Invitations - the website Invitation Notice, advertisement and/or the Invitation document **itself will specify if the Bid opening can be attended by the public**.

3. Methods of Submission

General

Bids submitted as Electronic Bid shall have attachments in pdf format and shall not exceed 20 MB in size. The Paper Bid (original) shall be mailed immediately following the close of tender period to the following address.

Municipality of the County of Cumberland
Upper Nappan Service Centre
1395 Blair Lake Road, Upper Nappan, NS B4H 3Y4

Bids must be legible and complete, must include the Invitation number and identify the Bidder's full legal name and address and supply all information requested; incomplete or illegible Bids are subject to rejection.

All bids received must be signed and dated by the authorized signatory for the bidder, with name and title clear and legible, on signature page of Attachment A.

All questions or areas on the Invitation form must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable, and may result in rejection of Bidder's Bid.

Where the price summaries of the Bid do not fully explain the cost implications of an item, additional pricing detail should be attached, and shall form part of the Bid.

Prices should be broken down as requested; if the cost of an item has been included in some other item, enter "Included in Item [nn]".

Paper Bids

Bids must be enclosed in a sealed, opaque envelope or package.

The Bidder's name, the Invitation number and the Invitation closing date should be clearly visible on the outside of the envelope or package.

The Bid must be signed by an appropriate authorized official of the firm submitting the Bid.

Post Tender Submissions

Post tender submissions shall be identical to the Electronic Bid sent via e-mail. Electronic Bids shall be considered the governing document and any discrepancies noted between the Electronic Bid and the Paper Bid will be corrected to match the Electronic Bid.

Post tender submissions must be enclosed in a sealed, opaque envelope or package. The Bidder's name and the Invitation number should be clearly visible on the outside of the envelope or package. The Bid must be signed by an appropriate authorized official of the firm submitting the Bid.

Fax Bids

No bids will be accepted by facsimile (fax).

4. Obtaining Documents

Bids are to be submitted on the official Invitation forms as issued through the Municipality office; failure to use the correct forms could result in the Bid being rejected.

It is the Bidder's responsibility to obtain Invitation documents at their cost.

Bidders must not alter any portion of the Invitation or associated documents, with the exception of adding the information requested by the Invitation. Bids containing clauses additional to the Invitation that are "qualified" or "conditional" may be rejected.

The Invitation, or any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder for any purpose other than the submission of Bids without the permission of the Municipality.

Notices of tenders are viewed on the Municipality website at https://www.cumberlandcounty.ns.ca/rfp-and-tenders.html and the Nova Scotia Public Tenders website at www.gov.ns.ca/tenders.

The Invitation, or any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder for any purpose other than the submission of Bids without the permission of the Municipality.

It is the responsibility of the proponent to ensure all addenda have been received. Addenda will be posted at the above noted locations.

5. Vendor Registration

Bidder Registration: There is no requirement for Bidders to register with the Municipality Supplier Registry to receive Invitation documents or submit Bids.

Corporate Registration: All Bidders must comply with the Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. Bidders located outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions. Verification of registration and good standing may be required before an award is made to a successful Bidder.

All Bidders must maintain their tax status in good standing. Verification of tax status with the Department of Finance and/or Canada Customs and Revenue Agency (GST/HST) may be required before an award is made to a successful Bidder.

6. Liability for Costs

Bidders are responsible for their own expenses in preparing, delivering or presenting a Bid and for subsequent negotiations with the Municipality, if any. The Municipality will not defray any costs incurred by a Bidder in responding to an Invitation.

The Municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by the Bidder as a result of, or arising out of, the submission of any Bid, or due to the MC not accepting or rejecting any Bid.

7. Supporting Documents

A brief supplementary statement may be included with the response to an item to give the evaluators a clear understanding of the products/ personnel proposed and their ability to perform the specified tasks.

In addition to the responses requested in the Invitation, Bidders may include specifications on some or all proposed items for evaluation purposes.

Supporting documents should be suitably cross-referenced to the Invitation.

8. Unit Prices and Extensions; Taxes excluded; Currency; Shipping Costs

All prices should be extended and totaled. The extended price is derived by multiplying the unit price by the quantity of units required.

In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Bid evaluation and contract administration.

Do not include any Provincial or Federal sales taxes in the price.

All prices should be quoted in Canadian dollars unless other currencies are specifically requested.

Shipping, cartage, loading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price, i.e. FOB to the destination(s) listed in the Invitation. The Municipality will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Invitation.

Unless stated otherwise in the Invitation, a firm, all-inclusive price is required, i.e. hourly rates or "Time and Materials" are not acceptable responses.

9. Duration of Bid/Award Prices

If the Bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified.

Unless stated otherwise in the Invitation, Bids must remain open to acceptance and are irrevocable for a period of 30 days after the Invitation closing date.

10. Payment Terms and Discounts

If special payment terms or schedules are required, these must be specified in the Bid; otherwise, the Municipality payment terms (net 30 days) will apply.

Early payment discount terms (minimum period 10 days) may be considered in the evaluation of a Bid.

Payment of term discount invoices will be calculated from the date the invoice or goods/services have been received, whichever is later.

Discount terms must appear on the Bid, and on the invoice.

11. Delivery

Where the Invitation includes a mandatory delivery schedule, the Municipality will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).

If Bidders wish to specify a delivery schedule different from that requested in the Invitation, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. Bids that do not meet the delivery schedule as requested in the Invitation may be rejected.

Time is of the essence, and Bidder's delivery schedule is legally binding. The Municipality reserves the right to assess penalties or cancel awards to Bidders who fail to meet their stated delivery or completion dates.

12. Quality/Complete Product

Unless otherwise stated in the Invitation, all material included in the Bid must be new, first quality goods; used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Invitation specifically requests or otherwise states that such goods will be allowed.

By submitting a Bid, Bidder guarantees that, unless the Invitation specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to the Municipality.

Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.

13. Substitutions and Equivalents, Discontinued Items

The specifications in the Invitation define the minimum acceptable goods and/or services required. Minor deviations from the specifications may or may not be permitted at the sole discretion of the Municipality.

The Invitation may specify items by brand name and/or model number to designate the design, type of construction, quality, functional capability and/or performance level of the product requested.

If an item has been discontinued during the Invitation process, or is otherwise unavailable, the Municipality will cancel the Invitation, or will issue an Addendum to update the specification. Bidders should notify the Municipality immediately when they become aware of any discontinuation of specified items.

If Bidders feel that they can provide items with equivalent or better functionality at the same or lower cost, they may be able to offer a substitute item. Substitutions offered must be of equal or better quality and clearly identified, and accompanied by brochures and technical information to permit evaluation of the item being offered. Substitution items must be identified by manufacturer's stock/part number and other descriptive information to establish equivalency. Substitutions offered without documentation sufficient to determine equivalency may be rejected as non-compliant.

The Municipality reserves the right to inspect or test any product bid to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. The Municipality will be the sole judge of equivalency.

Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

14. Standards and Certification

Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada, etc.), and/or must be approved by the appropriate Provincial agency (e.g. Office of the Fire Marshal).

15. Addenda, Corrections or Extensions of the Invitation

The Municipality reserves the right to modify the terms of the Invitation at any time prior to closing, at its sole discretion.

The Municipality will make information available to the public regarding any changes made to the Invitation, or any change in the closing date or time by posting the addenda on the Provincial website at **www.gov.ns.ca/tenders** . Bidders are responsible for ensuring that they are aware of and have complied with any Addenda. All addenda will form part of the Contract Documents.

When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable Bid preparation time.

16. Environmental Considerations

The Municipality may seek to purchase recycled and/or environmentally sensitive products where practical and effective.

Where appropriate, the integration of environmental considerations into Invitations may be noted in the specifications; the specifications will identify these considerations to ensure that suppliers have a full understanding of the conditions to be met.

17. Warranty & Warranty of Title

The Bidder must describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods.

If the Bidder provides any additional/ supplementary warranty coverage, describe this as well.

If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Bid price unless the Invitation specifically states that the upgrade is a mandatory requirement.

If local service is a requirement of the Invitation, describe the means by which this will be accomplished, i.e. by "own forces" or through a contractual arrangement with a third party (which must be identified - see Section 20 "Subcontractors and Consortium Bids").

Title to all materials and equipment shall be furnished free and clear of all liens, charges or other encumbrances.

18. No Restriction on Fair Use

The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Bidder agrees to indemnify and save harmless the MC from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark, or other right.

19. Subcontractors and Consortium Bids

The use of a subcontractor is permitted, and encouraged where this will result in skills and technology transfer to the Municipality.

Names of all Subcontractors and/or Consortium members, and the services they will provide, must be listed on or attached to the Bid, if requested.

If a Consortium Bid is being submitted, one of the Bidders must be prepared to take overall responsibility for successful provision of the goods or services, and this must be defined in the Bid. Failure to do so may result in disqualification of the Bid.

"Own Forces" may only be named as Subcontractors when the Bidder is equipped to carry out and normally carries out the work noted.

If subcontractors (including "own forces") are named, work must be carried out by the named forces and substitution of others will not be allowed without prior approval of the Municipality.

20. Right to Reject; Financial Stability; Non-Compliance

Failure to comply with any of the mandatory terms or conditions contained or referenced in the Invitation documents may result in the rejection of the Bid.

All of the terms, conditions and/or specifications stated or referenced in the Invitation are assumed to be accepted by the Bidder and incorporated in the Bid.

Bidders may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Invitation requirements. The Municipality reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

The Municipality reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Municipality will be the sole judge of whether a Bid is accepted or rejected.

The Municipality reserves the right to split an award amongst Bidders as deemed in the best interests of the Municipality.

21. Cancellation; No Award

Issuing an Invitation implies no obligation on the Municipality to accept any Bid, or a portion of any Bid submitted. **The lowest or any Bid may not necessarily be accepted**.

Invitations may be cancelled in whole or in part without penalty, when a) the price Bid exceeds the funds allocated for the purchase; b) there has been a substantial change in the requirements after the Invitation has been issued; c) information has been received by the Municipality after the Invitation has been issued that the Municipality feels has substantially altered the procurement; or d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.

If no compliant Bids are received in response to an Invitation, the Municipality of Cumberland reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The Municipality will be the sole judge of whether there is sufficient justification to cancel any Invitation.

No action or liability will lie or reside against the Municipality in its exercise of its rights under this section.

22. Governing Laws and Trade Agreements

Unless the Invitation documents specifically state otherwise, the Invitation, all Bids, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Invitation was issued.

Invitations subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, or any other inter-provincial agreement, will be specifically identified as such in the public notice and/or the Invitation documents.

Copies of any applicable trade or procurement agreements and/or legislation can be obtained by contacting the Municipality.

Bidders agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province of Nova Scotia.

The Municipality may consider and evaluate any Bids from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar Bid from a supplier located in this Province. The Municipality will be the sole judge of whether these conditions will be used and the extent to which they will be applied.

Vendors registered to do business in any Atlantic Province can bid on Invitations issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.

Under Canadian law (and international agreements), your Bid must be arrived at separately and independently, without conspiracy, collusion or fraud; see **http://www.competitionbureau.gc.ca/internet/index.cfm** for further information.

23. Confidentiality and Freedom of Information

All Bids submitted become the property of the Municipality. By submitting a Bid, the Bidder hereby grants the Municipality a license to distribute, copy, print or translate the Bid for the purposes of the Invitation. Any attempt to limit the Municipality's right in this area may result in rejection of the Bid.

Bidder's Bid package may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. The Municipality cannot guarantee the confidentiality of the complete content of any Bid after the procurement has been awarded to the successful Bidder.

During the delivery and installation of goods and/or services, the Bidder or Bidder's staff may have access to confidential information belonging to the Municipality. Should this occur, the Bidder must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or the Bidder's disqualification from any further Invitations issued by the Municipality.

*The Municipality is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for the Municipality and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. For more information on this Act please click here. (**http://www.gov.ns.ca/just/IAP/governing_law.asp**)*

24. Enquiries and Contacts

In case of any dispute over the completeness, accuracy and/or interpretation of any Invitation documents, the versions of such documents held by the Municipality will be considered correct.

Information, offers, commitments or instructions obtained from any source other than the Municipality will not be binding on the Municipality.

Enquiries regarding the Invitation must be made to the contact(s) named in the Invitation documents (or their designates); quote the Invitation number on any correspondence.

If an envelope was included with the Invitation documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the closing time for receipt of Bids.

Enquiries and the responses given may be recorded and may be distributed to all other Bidders as Addenda. No response shall be binding on the Municipality unless made in writing.

All enquiries regarding the interpretation of these Terms and Conditions, general procurement policy or procedures must be made to the Municipality.

25. Accuracy of the Invitation; Right to Clarify

While the Municipality has tried to ensure accuracy in the Invitation, it is not guaranteed or warranted by the Municipality to be accurate, nor is it necessarily comprehensive or exhaustive.

The Municipality will assume that all Bidders have resolved any questions they might have about the Invitation and have informed themselves as to existing conditions and limitations, site restrictions, etc. before submitting their Bids.

Nothing in the Invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Invitation or its associated documents.

The Municipality reserves the right in its sole discretion to clarify any Bid after closing by seeking further information from that Bidder, without becoming obligated to clarify or seek further information from any or all other Bidders. However, Bidders are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

The Municipality follows the Atlantic Standard Terms & Conditions for Goods and Services. Any discrepancy between this document and the Atlantic Standard Terms and Conditions; the Atlantic Standard Terms and Conditions shall prevail. Failure to comply with these Terms and Conditions could cause the Bidder's Bid to be disqualified.

26. Language

Unless specifically requested otherwise, all Bids, supporting materials, operation manuals and documentation must be in English, or both English and French.

27. Eligibility and Conflict of Interest

A Bid may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in the Municipality's opinion, give rise to a conflict of interest in connection with a project.

Bidders are cautioned that acceptance of their Bid may preclude them from bidding on subsequent phases where a conflict of interest may arise; Bidders should study the project implementation strategy to determine whether or not they plan to submit Bids on subsequent phases.

If the Bid covers the first phase of what may prove to be a multi-phased project, the successful Bidder on the initial phase may be permitted to bid on subsequent phases as long as, in the Municipality's opinion, no conflict of interest would be created in performance of the work by that Bidder.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Municipality's opinion, give rise to a conflict of interest in connection with this acquisition will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Invitation documents.

28. PROTECTION OF MUNICIPALITY AGAINST LAWSUITS

.1 Release

Except only and to the extent that the Municipality is in breach of Section 24 –*Confidentiality and Freedom of Information*, the Bidder now releases the Municipality from all liability for any Losses in respect of:

.1 any alleged (or judicially imposed) breach by the Municipality of the Tender (it being acknowledged and agreed that to the best of the parties' knowledge, the Municipality has no obligation or duty under the Tender which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

.2 any unintentional tort of the Municipality occurring in the course of conducting this Tender process;

.3 the Bidder preparing and submitting its Tender;

.4 the Municipality accepting or rejecting its Tender or any other submission;

.5 the manner in which the Municipality:

(a) reviews, considers, evaluates or negotiates any Tender,

(b) deals with or fails to deal with any Tender or Tenders, or

(c) decides to enter into a Contract or not enter into any Contract; and

(d) the bidder(s), if any, with whom the Municipality enters a Contract.

.2 Indemnity

Except only and to the extent that the Municipality breaches Section 24 –*Confidentiality and Freedom of Information,* the Bidder now indemnifies and will protect and save the Municipality harmless from and against all Losses, in respect to any claim or threatened claim by the Bidder or any of its Sub-contractors or agents alleging or pleading.

.1 any alleged (or judicially imposed) breach by the Municipality or its officials or employees of the Tender (it being agreed to that, of the best of the parties' knowledge, the Municipality has no obligation or duty under the Tender which it could breach other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially),

.2 any unintentional tort of the Municipality or its officials or employees occurring in the course of conducting this Tender process, or

.3 liability on any other basis related to this Tender or the Tender process.

.3 Limitation

In the event that, with respect to anything relating to the Request for Tenders or this Tender process (except only and to the extent that the Municipality breaches 29.3 – *Limitation,* Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of Information*), the Municipality or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Bidder or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Bidder or its Sub-contractors or agents on any basis or legal principle of any kind, the Municipality liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

.4 Dispute Resolution

Any dispute relating in any manner to this Request for Tenders or the Tender process (except only and to the extent that the Municipality breaches Section 29.3 – *Limitation*, Section29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of information*, and also excepting any disputes arising between the Municipality and any bidder with whom the Municipality has entered a Contract) will be resolved by arbitration in accordance with the CCDC 40.

29. Survival/Legal Effect of Tender Contract

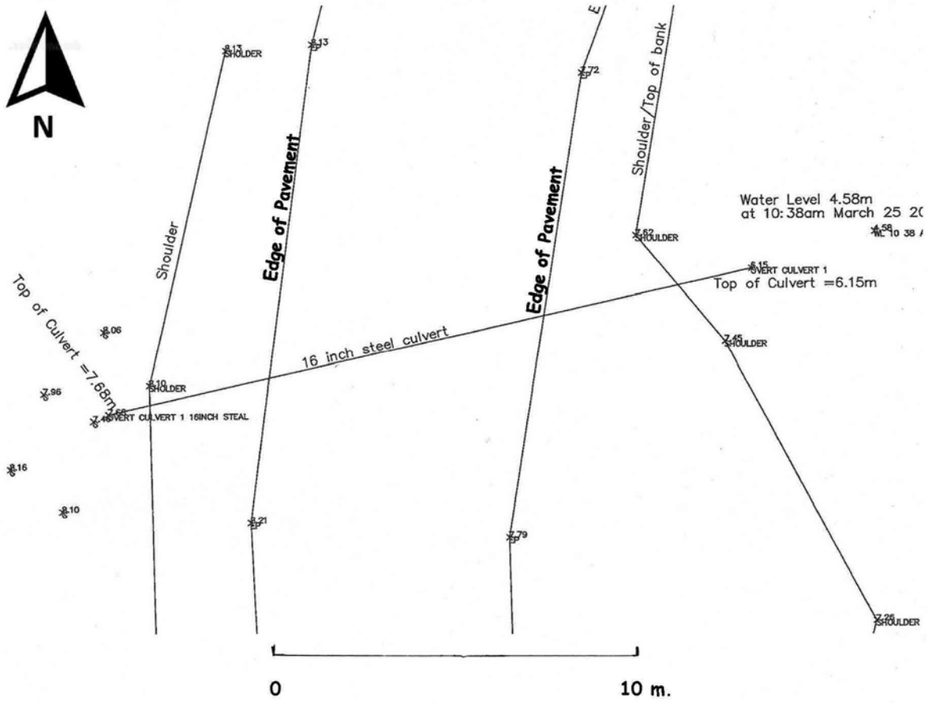
All of the terms of this Attachment A to this Tender Form which by their nature require performance or fulfillment following the conclusion of the Tender process will survive such issuance and will remain legally enforceable by and against the Bidder and the Municipality.

AS EVIDENCE OF THE BIDDER'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A, THE BIDDER HAS EXECUTED AND DELIVERED THIS ATTACHMENT 'A', AS AN INTEGRAL PART OF ITS TENDER FORM IN THE MANNER AND SPACE SET OUT BELOW:

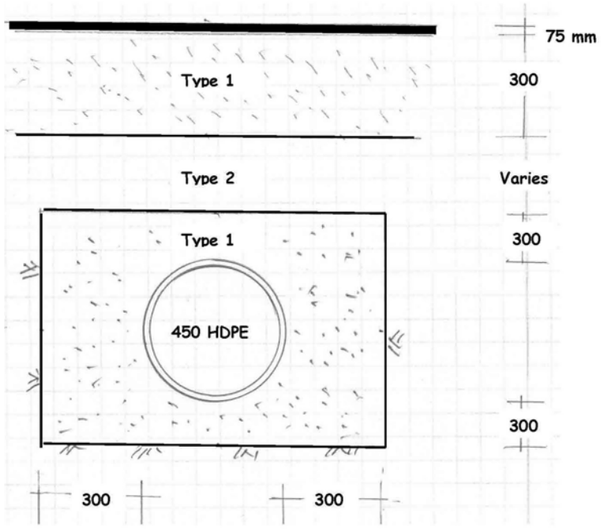
_____ _____
Authorized Signatory for the Bidder Date

_____
Print Name and Title

End of Section Attachment "A"



Site Plan Existing Culvert

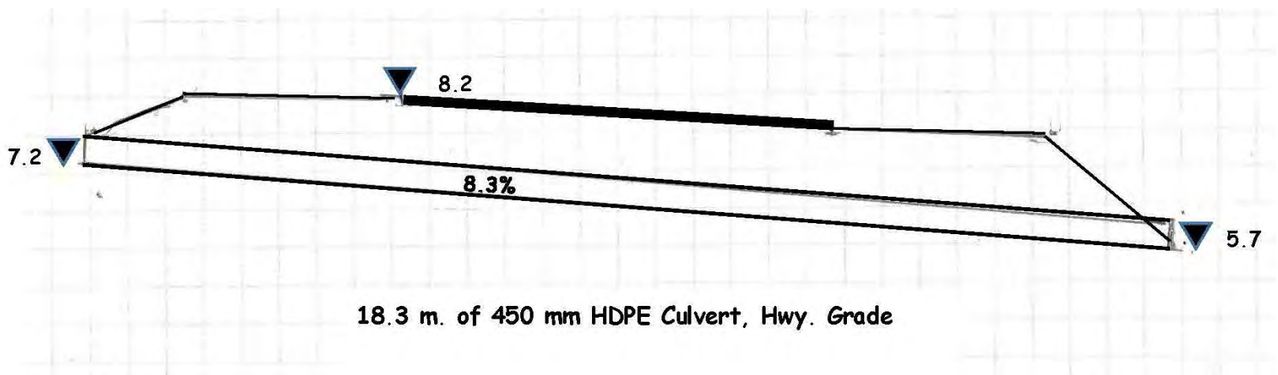


Compact Type 1 and 2 to 95% Proctor



General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Elevations are geodetic GVD013
4. Set upstream invert of HDPE as shown.
5. Adjust downstream invert as may be required for the culvert bottom to clear the watermain by 75 mm.
6. Insulate the watermain with minimum 75 mm of rigid Styrofoam where vertical separation is less than 300 mm. Insulation shall be closed cell extruded polystyrene, ULC 701, Type 4, 415 kPa (60 psi) compressive strength, 900 * 900 centered on watermain.
7. Remove and replace existing guardrails as may be required.
8. Seed exposed surfaces with triple mix and cover with hay mulch.
9. Repave to match existing grades.
10. Contractor shall coordinate with Public Works for approximate location and depth of watermain



18.3 m. of 450 mm HDPE Culvert, Hwy. Grade

See Note 2.



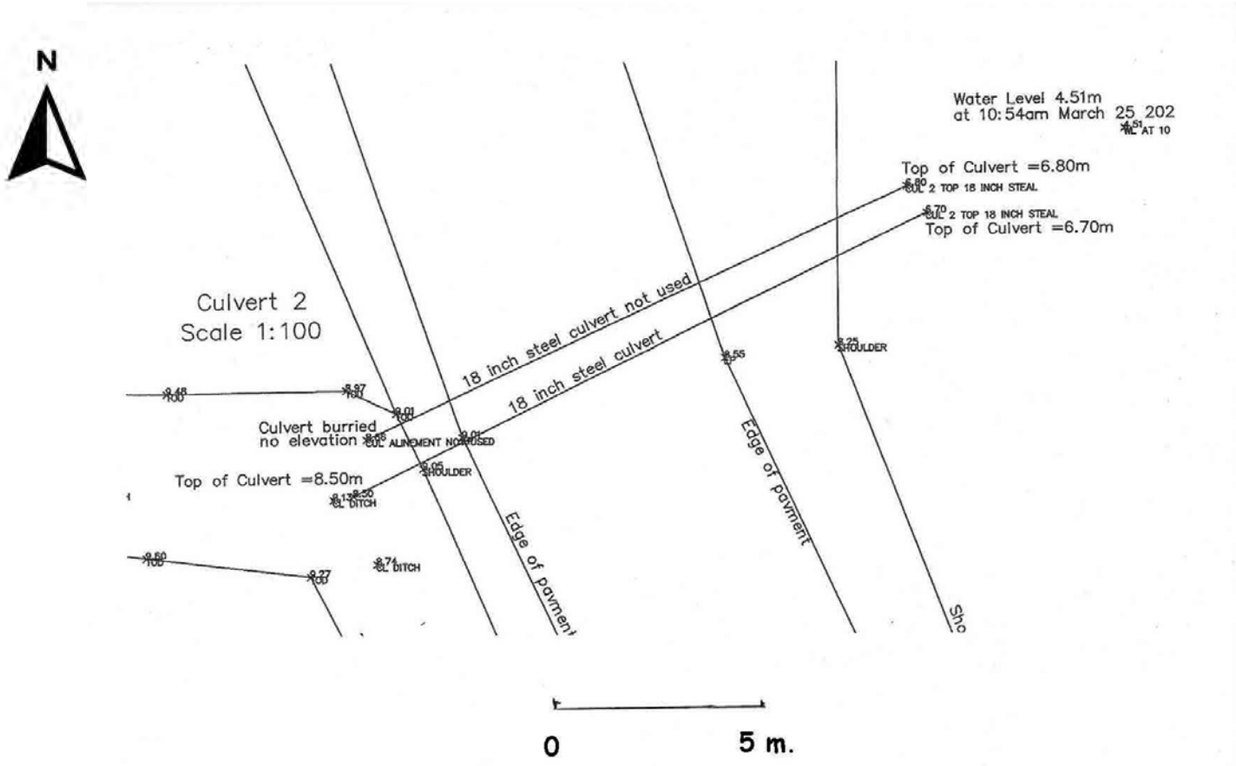
municipality of cumberland

Whitehall Road

Culvert 1

Dwg: F1	Date May 04/21

McCullough
Environmental Engineering

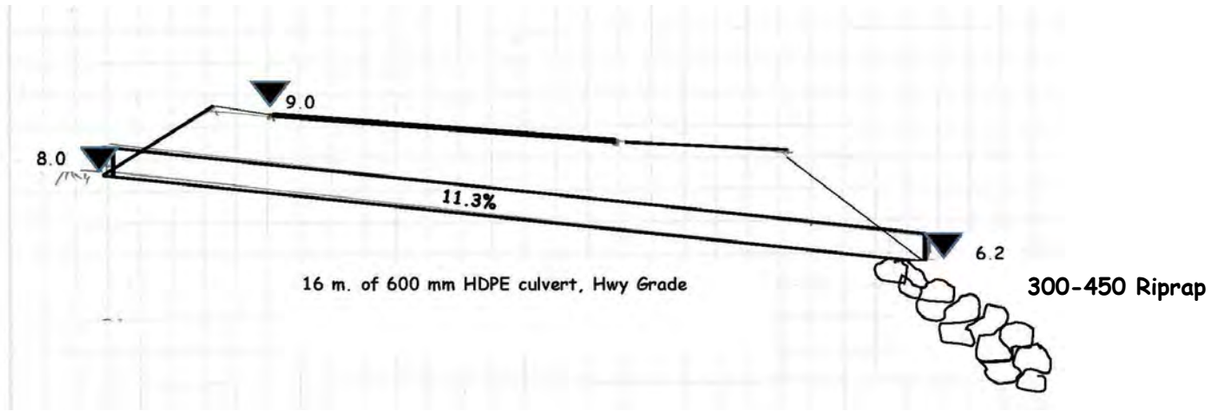


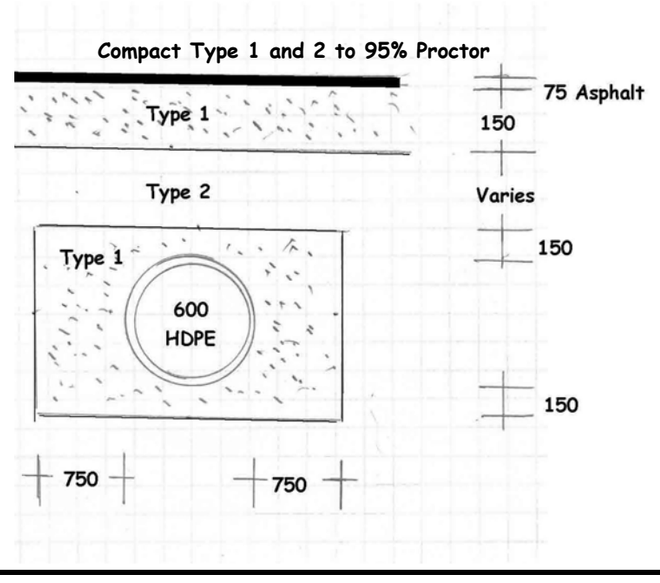
Site Plan of Existing culverts



General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Elevations are geodetic GVD013
4. Set upstream invert of HDPE as shown.
5. Adjust downstream invert as may be required for the culvert bottom to clear the watermain by 75 mm.
6. Insulate the watermain with minimum 75 mm of rigid Styrofoam where vertical separation is less than 300 mm. Insulation shall be closed cell extruded polystyrene, ULC 701, Type 4, 415 kPa (60 psi) compressive strength, 900 * 900 centered on watermain.
7. Remove and replace existing guardrails as may be required.
8. Seed exposed surfaces with triple mix and cover with hay mulch.
9. Repave to match existing grades.
10. Contractor shall coordinate with Public Works for approximate location and depth of watermain







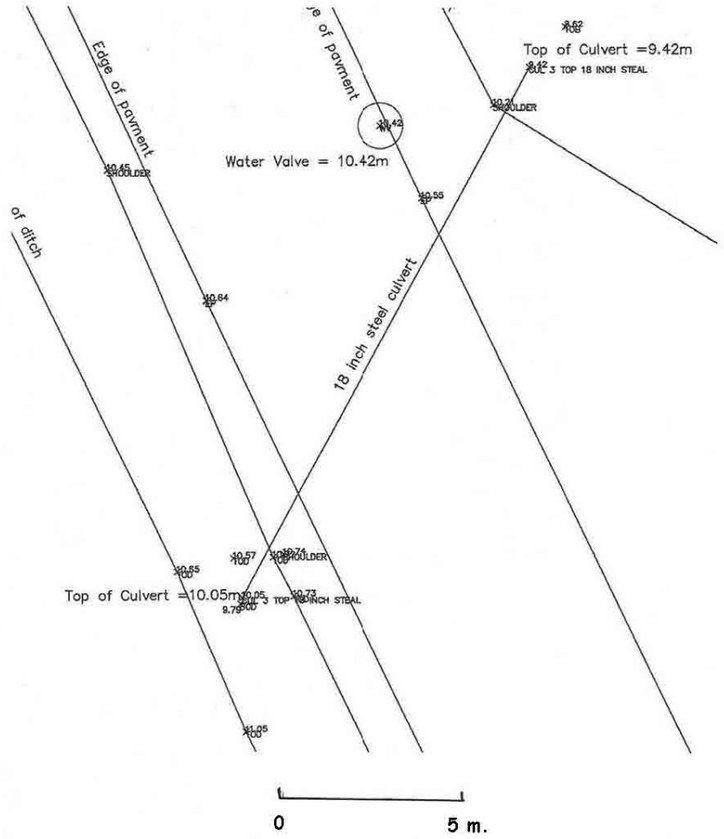
municipality of cumberland

Whitehall Road

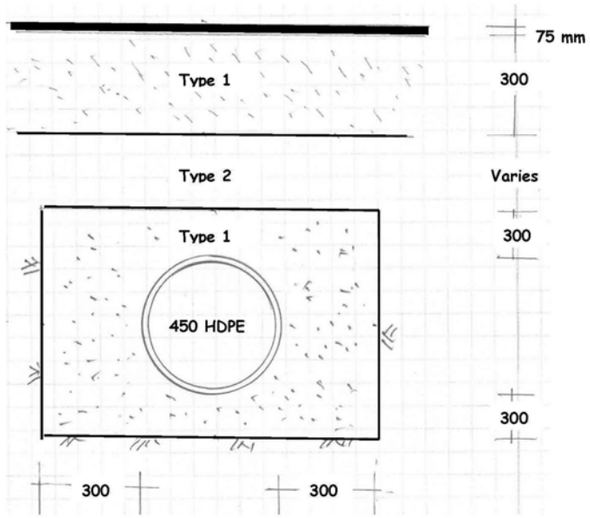
Culvert 2

Dwg: F2	Date May 04/21

McCullough
Environmental Engineering



Site Plan Existing Culvert

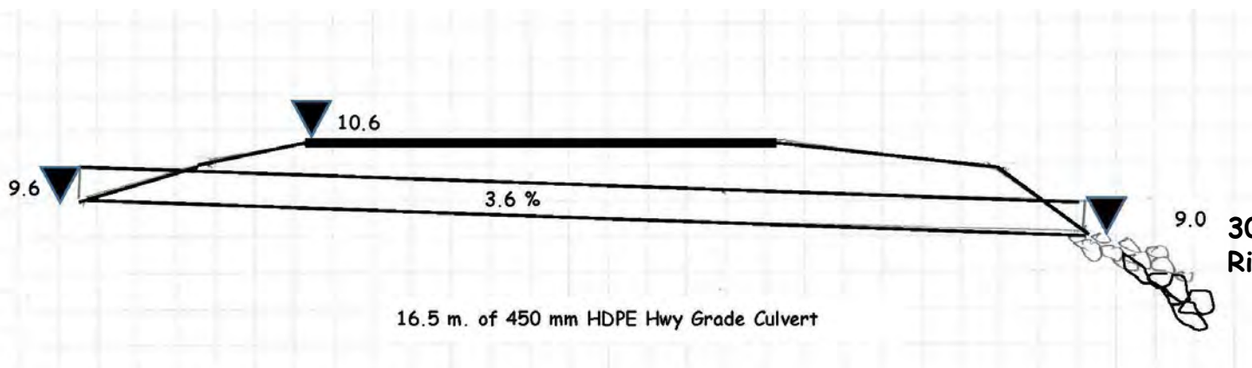


Compact Type 1 and 2 to 95% Proctor

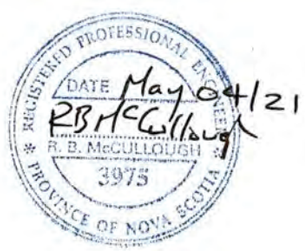


General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Elevations are geodetic GVD013
4. Set upstream invert of HDPE as shown.
5. Adjust downstream invert as may be required for the culvert bottom to clear the watermain by 75 mm.
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7. Remove and replace existing guardrails as may be required.
8. Seed exposed surfaces with triple mix and cover with hay mulch.
9. Repave to match existing grades.
10. Contractor shall coordinate with Public Works for approximate location and depth of watermain



300-450 Riprap



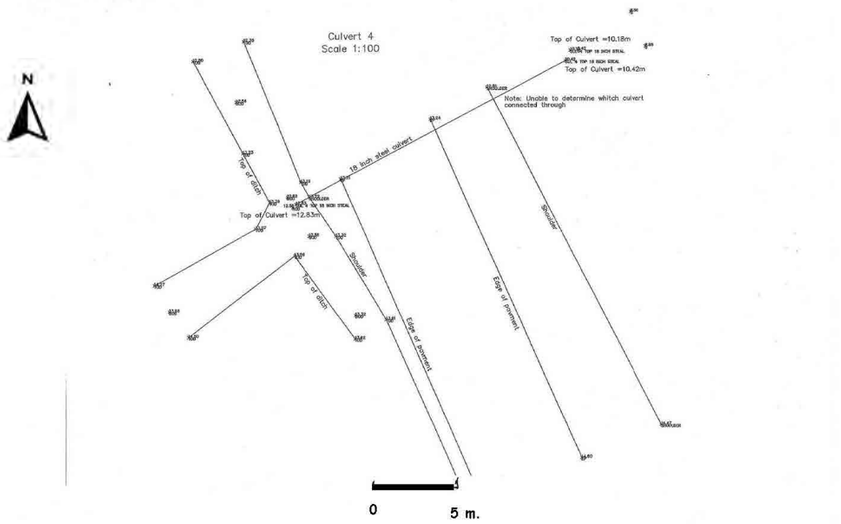
municipality of cumberland

Whitehall Road

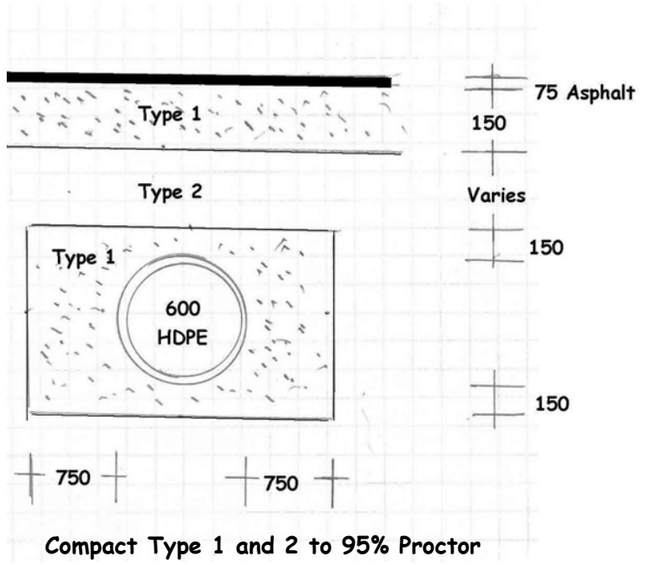
Culvert 3

Dwg: F3	Date May 04/21

McCullough
Environmental Engineering



Site Plan Existing Culverts

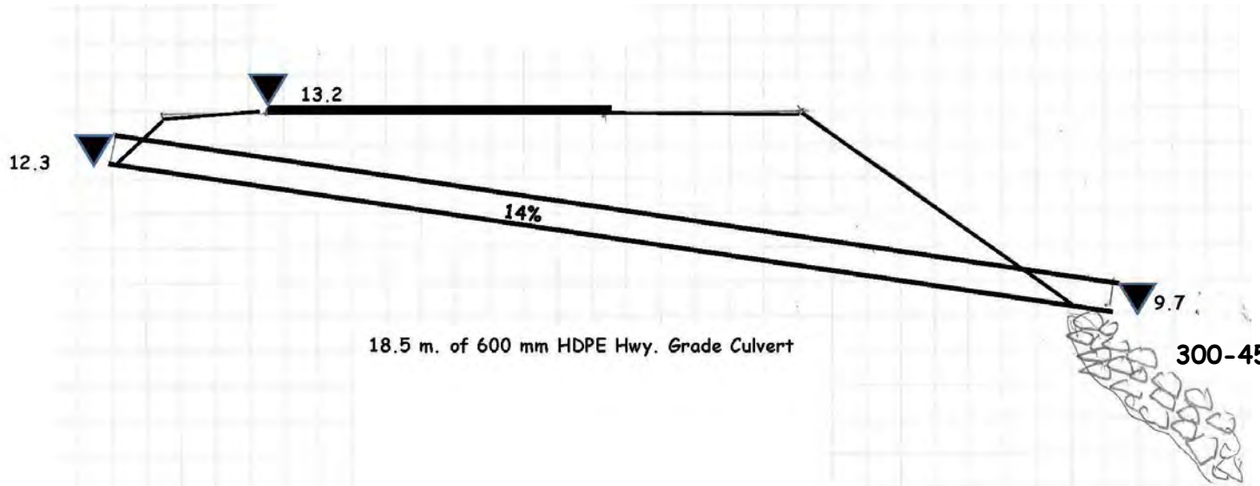


Compact Type 1 and 2 to 95% Proctor



General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Elevations are geodetic GVD013
4. Set upstream invert of HDPE as shown.
5. Adjust downstream invert as may be required for the culvert bottom to clear the watermain by 75 mm.
6. Insulate the watermain with minimum 75 mm of rigid Styrofoam where vertical separation is less than 300 mm. Insulation shall be closed cell extruded polystyrene, ULC 701, Type 4, 415 kPa (60 psi) compressive strength, 900 * 900 centered on watermain.
7. Remove and replace existing guardrails as may be required.
8. Seed exposed surfaces with triple mix and cover with hay mulch.
9. Repave to match existing grades.
10. Contractor shall coordinate with Public Works for approximate location and depth of watermain



REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF NOVA SCOTIA
DATE May 04/21
R B McCullough
R. B. McCULLOUGH
3975

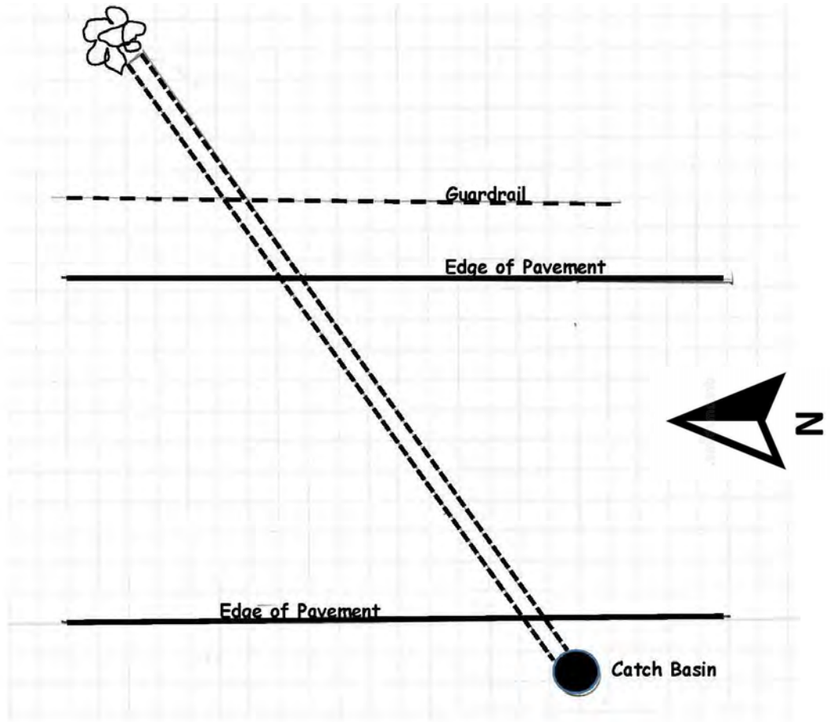
municipality of cumberland

Whitehall Road

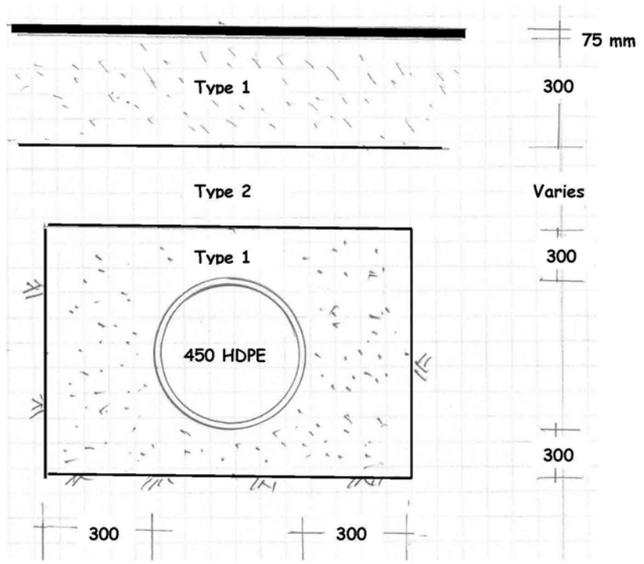
Culvert 4

Dwg: F4 | Date May 04/21

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Site Plan

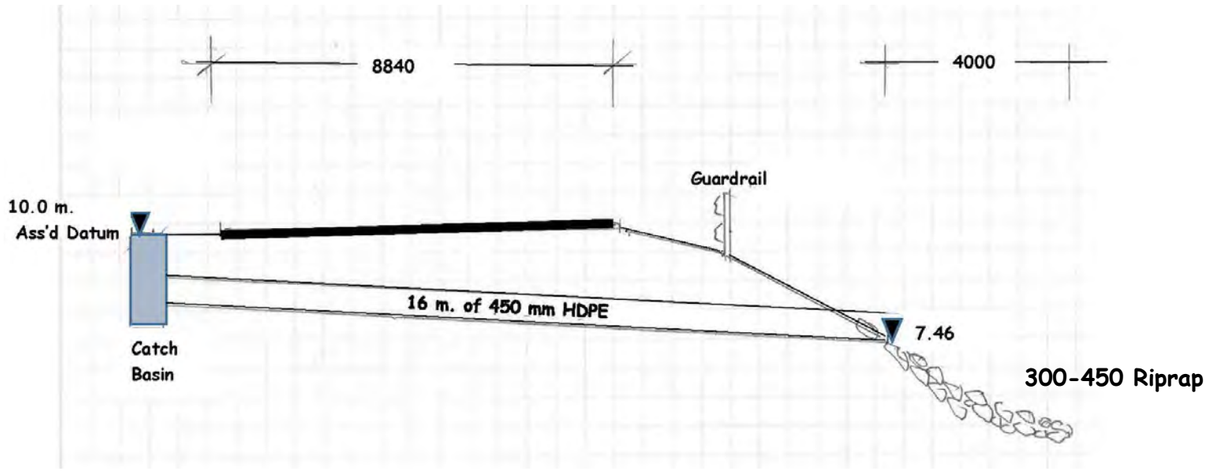


Compact Type 1 and 2 to 95% Proctor



General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Top of Catch Basin Elevation 10.0 m., assumed datum.
4. Set upstream invert of HDPE as shown.
5. Adjust downstream invert as may be required for the culvert bottom to clear the watermain by 75 mm.
6. Insulate the watermain with minimum 75 mm of rigid Styrofoam where vertical separation is less than 300 mm. Insulation shall be closed cell extruded polystyrene, ULC 701, Type 4, 415 kPa (60 psi) compressive strength, 900 * 900 centered on watermain.
7. Remove and replace existing guardrails as may be required.
8. Seed exposed surfaces with triple mix and cover with hay mulch.
9. Repave to match existing grades.
10. Contractor shall coordinate with Public Works for approximate location and depth of watermain





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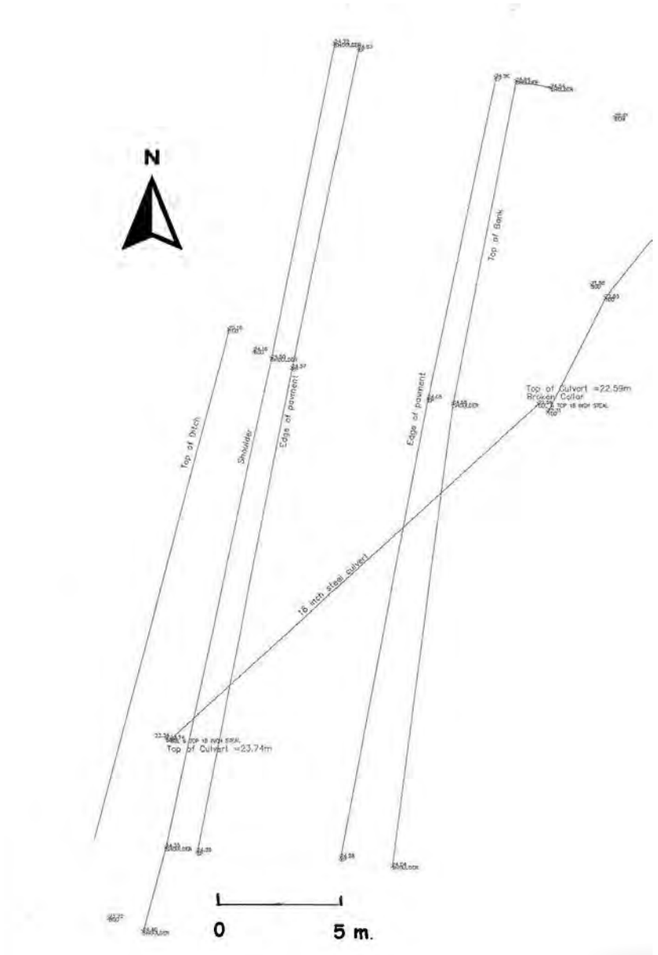
Whitehall Road

Culvert 5

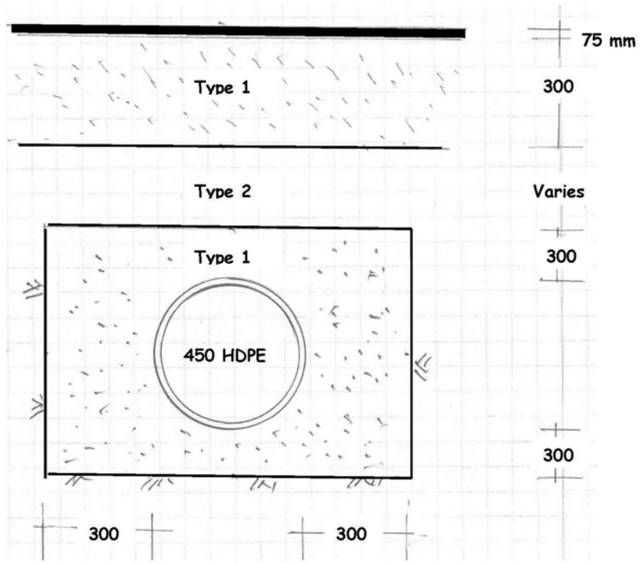
Dwg: F5	Date May 04/21

08/21

McCullough
Environmental Engineering



Site Plan Existing Culvert

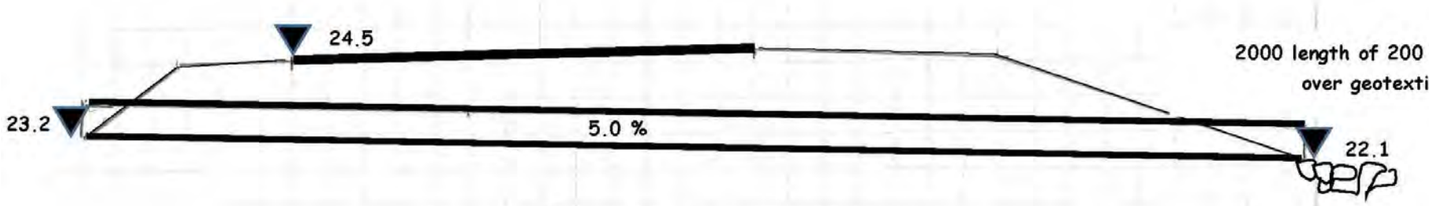


Compact Type 1 and 2 to 95% Proctor

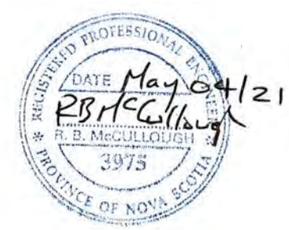


General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Elevations are geodetic GVD013
4. Set upstream invert of HDPE as shown.
5. Adjust downstream invert as may be required for the culvert bottom to clear the watermain by 75 mm.
6. Insulate the watermain with minimum 75 mm of rigid Styrofoam where vertical separation is less than 300 mm. Insulation shall be closed cell extruded polystyrene, ULC 701, Type 4, 415 kPa (60 psi) compressive strength, 900 * 900 centered on watermain.
7. Remove and replace existing guardrails as may be required.
8. Seed exposed surfaces with triple mix and cover with hay mulch.
9. Repave to match existing grades.
10. Contractor shall coordinate with Public Works for approximate location and depth of watermain



22 m. of 450 mm HDPE Hwy. Grade HDPE Culvert



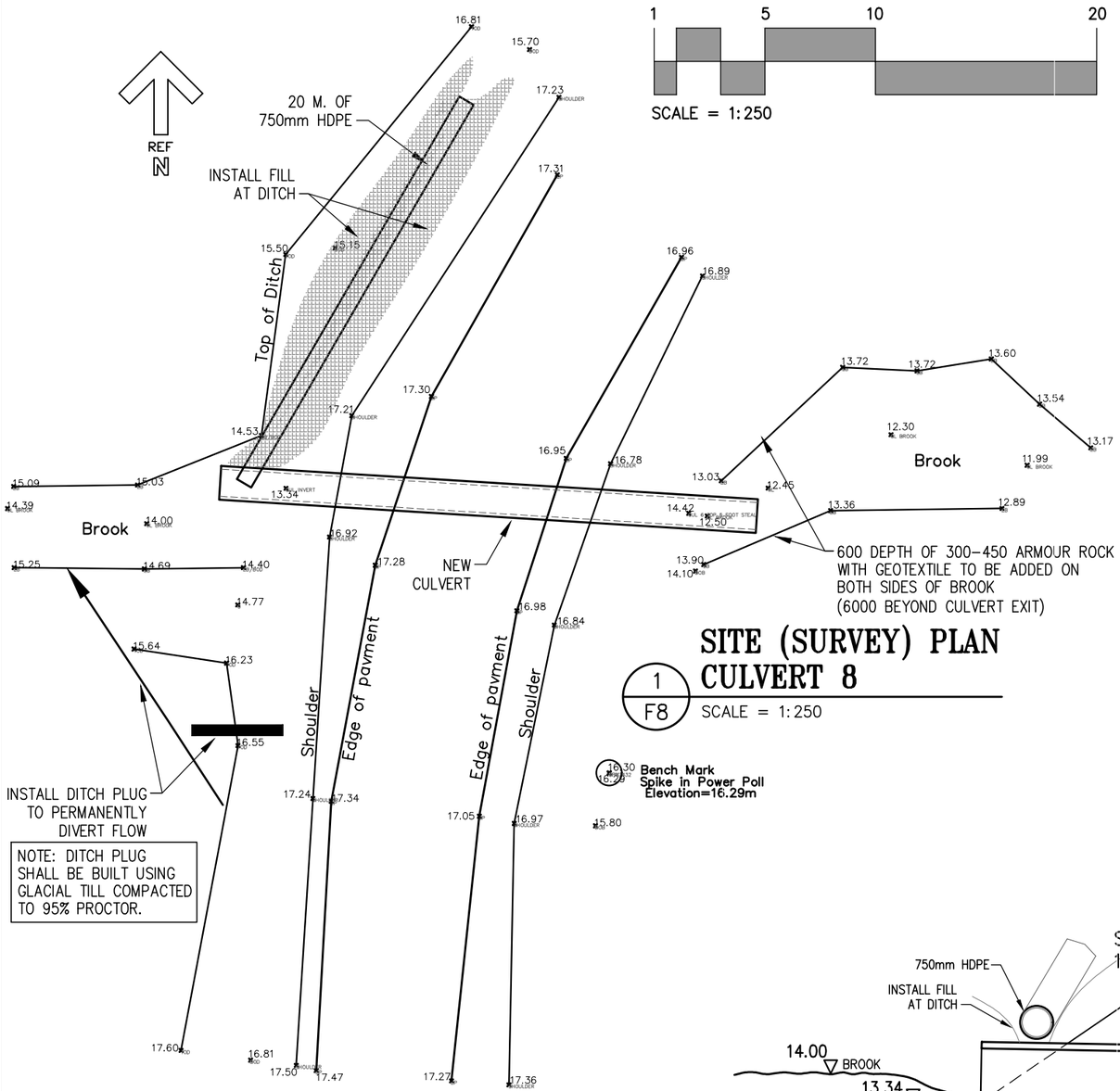
municipality of cumberland

Whitehall Road

Culvert 7

Dwg: F7	Date May 04/21 08/21

McCullough Environmental Engineering



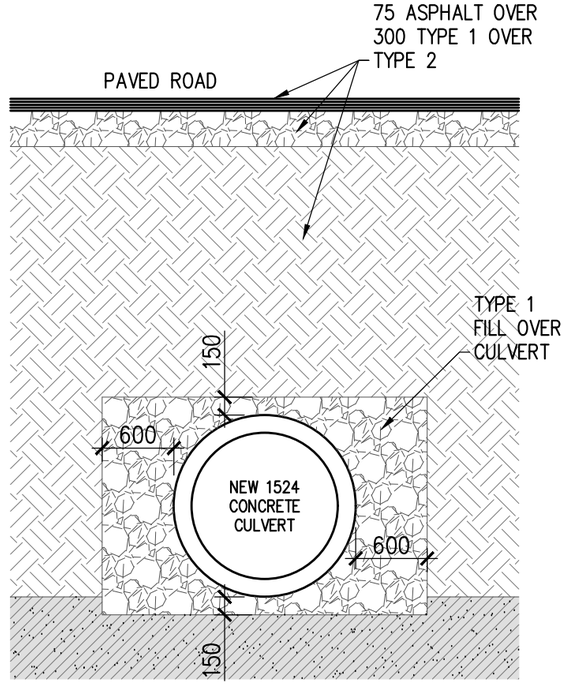
1 5 10 20

SCALE = 1:250

SITE (SURVEY) PLAN CULVERT 8

1 / F8 SCALE = 1:250

16.30 16.29 Bench Mark
Spike in Power Poll
Elevation=16.29m



DETAIL - CULVERT BACKFILL

3 / F8 SCALE = 1:50

NOTE: ALL BACKFILL COMPACTED TO 95% PROCTOR.

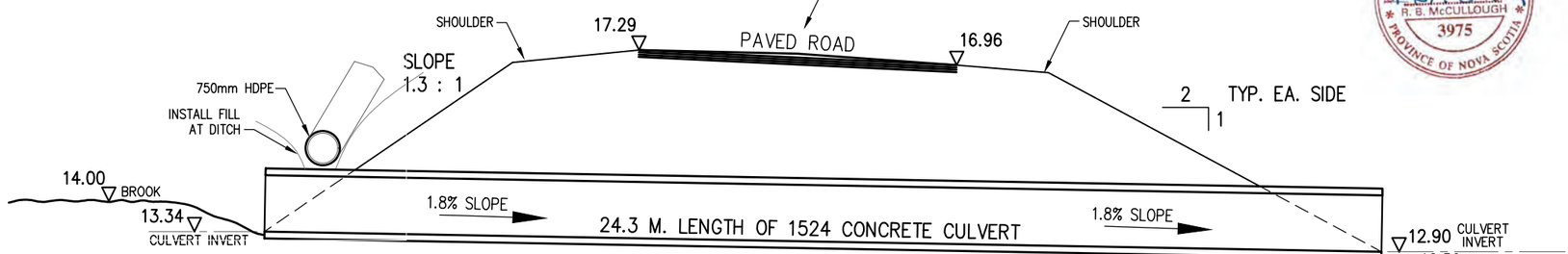
CONSTRUCTION NOTES:

GENERAL NOTES:

1. REMOVE EXISTING STEEL CULVERT(S).
2. INSTALL NEW CULVERT ALONG SAME ALIGNMENT AS EXISTING.
3. ELEVATIONS ARE GEODETIC GVD013.
4. SET UPSTREAM INVERT OF HDPE AS SHOWN.
5. ADJUST DOWNSTREAM INVERT AS MAY BE REQUIRED FOR THE CULVERT BOTTOM TO CLEAR THE WATERMAIN BY 75mm.
6. INSULATE THE WATERMAIN WITH MINIMUM 75mm OF RIGID STYROFOAM WHERE VERTICAL SEPARATION IS LESS THAN 300mm. INSULATION SHALL BE CLOSED CELL EXTRUDED POLYSTYRENE, ULC 701, TYPE 4, 415 kPa (60 psi) COMPRESSIVE STRENGTH, 900 * 900 CENTERED ON WATERMAIN.
7. REMOVE AND REPLACE EXISTING GUARDRAILS AS MAY BE REQUIRED.
8. SEED EXPOSED SURFACES WITH TRIPLE MIX AND COVER WITH HAY MULCH.
9. REPAVE TO MATCH EXISTING GRADES.
10. CONTRACTOR SHALL COORDINATE WITH PUBLIC WORKS FOR APPROXIMATE LOCATION AND DEPTH OF WATERMAIN.
11. MAINTAIN TRAFFIC DURING CULVERT REMOVAL AND INSTALLATION.

EXTEND ROCK 1524 ON BOTH SIDES OF CULVERT ON BOTH ENDS

450mm OF 150-300 ROCK OVER GEOTEXTILE FROM THE BOTTOM TO THE TOP OF THE CULVERT ON BOTH ENDS



CONSTRUCTION NOTES:

1. MAINTAIN STREAMFLOW DURING CULVERT REMOVAL AND REPLACEMENT.
2. REMOVE AND REPLACE GUARDRAILS.
3. ALL BACKFILL COMPACTED TO 95% PROCTOR.

CROSS SECTION (CULVERT 8)

2 / F8 SCALE = 1:125

NOTE: CREEK BOTTOM IS BEDROCK

600 DEPTH OF 300-450 ARMOUR ROCK WITH GEOTEXTILE TO BE ADDED ON BOTH SIDES OF BROOK (6000 BEYOND CULVERT EXIT)

REGISTERED PROFESSIONAL ENGINEER
DATE July 7/21
R. B. McCULLOUGH
3975
PROVINCE OF NOVA SCOTIA

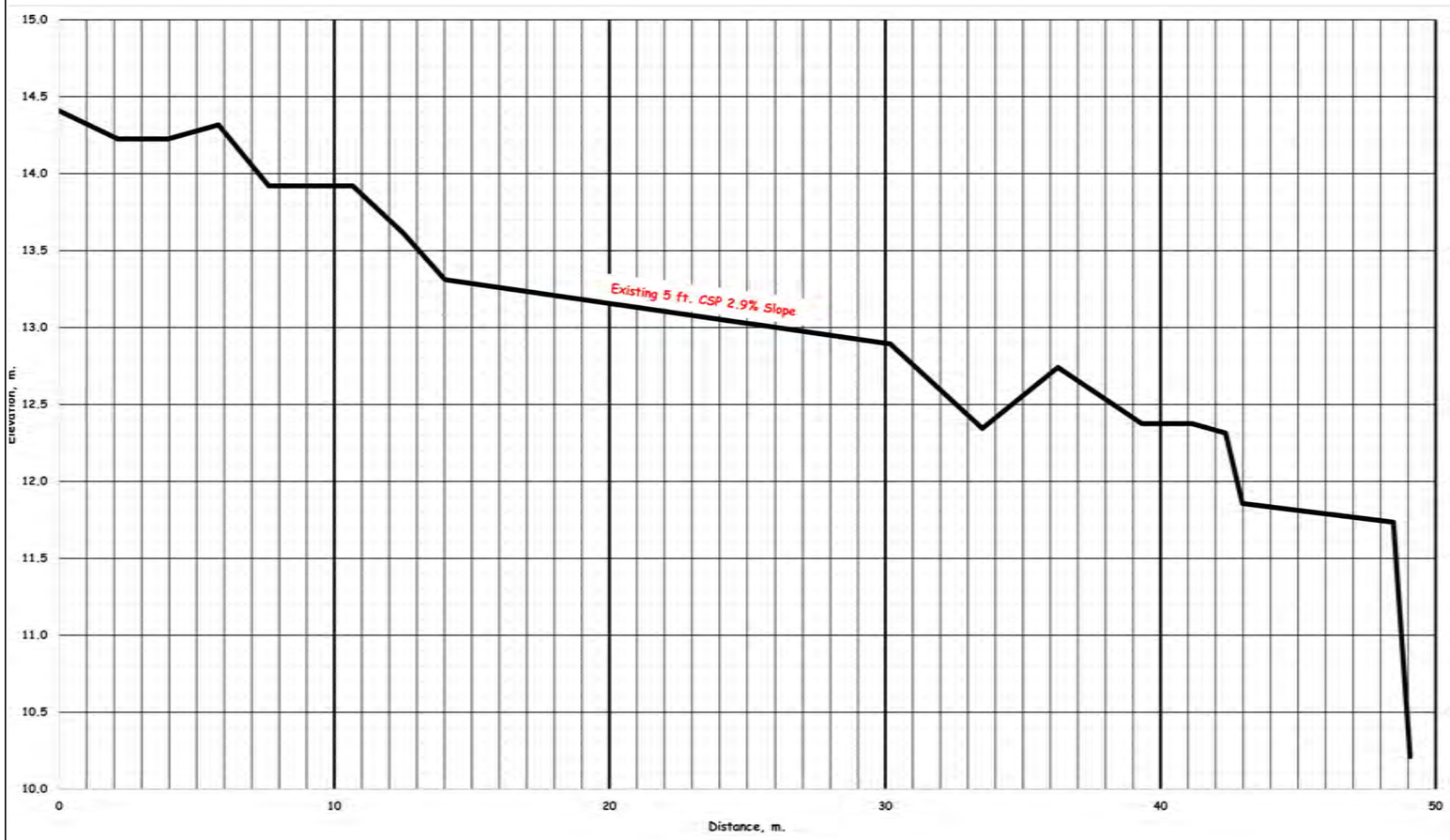
Project:	WHITEHALL ROAD CUMBERLAND CO., NOVA SCOTIA CULVERT 8 PLAN AND SECTION DETAILS
Date:	MAY 31, 2021
Job no:	-
Scale:	AS NOTED
Project no.:	
Drawn by:	MGM
Checked by:	-

municipality of cumberland

NO.	REVISIONS	NAME	DATE
3	ADD ROCK NOTE		21-07-21
2	ISSUED FOR CONSTRUCTION	-	31-05-21
1	ISSUED FOR REVIEW	-	28-05-21

McCullough Environmental Engineering
43 ROGERS AVE.
Amherst, Nova Scotia
B4H 2J7.
C. (902) 664-4858
www.mccullough-ee.ca

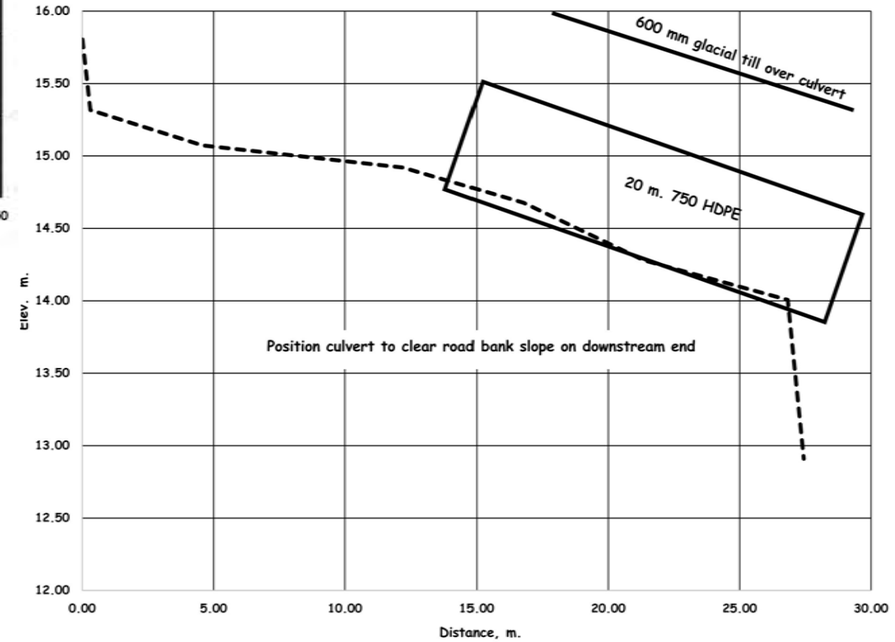
Drawing no.: F8-1



CREEK PROFILE



Watershed 1.6 sq. km.



WHITEHALL CREEK ROAD – DITCH PROFILE

REGISTERED PROFESSIONAL ENGINEER
DATE June 08/21
B. McCULLOUGH
3975
PROVINCE OF NOVA SCOTIA

Project:
WHITEHALL ROAD
CUMBERLAND CO., NOVA SCOTIA
CULVERT 8
CREEK AND DITCH PROFILES / TOPO PLAN

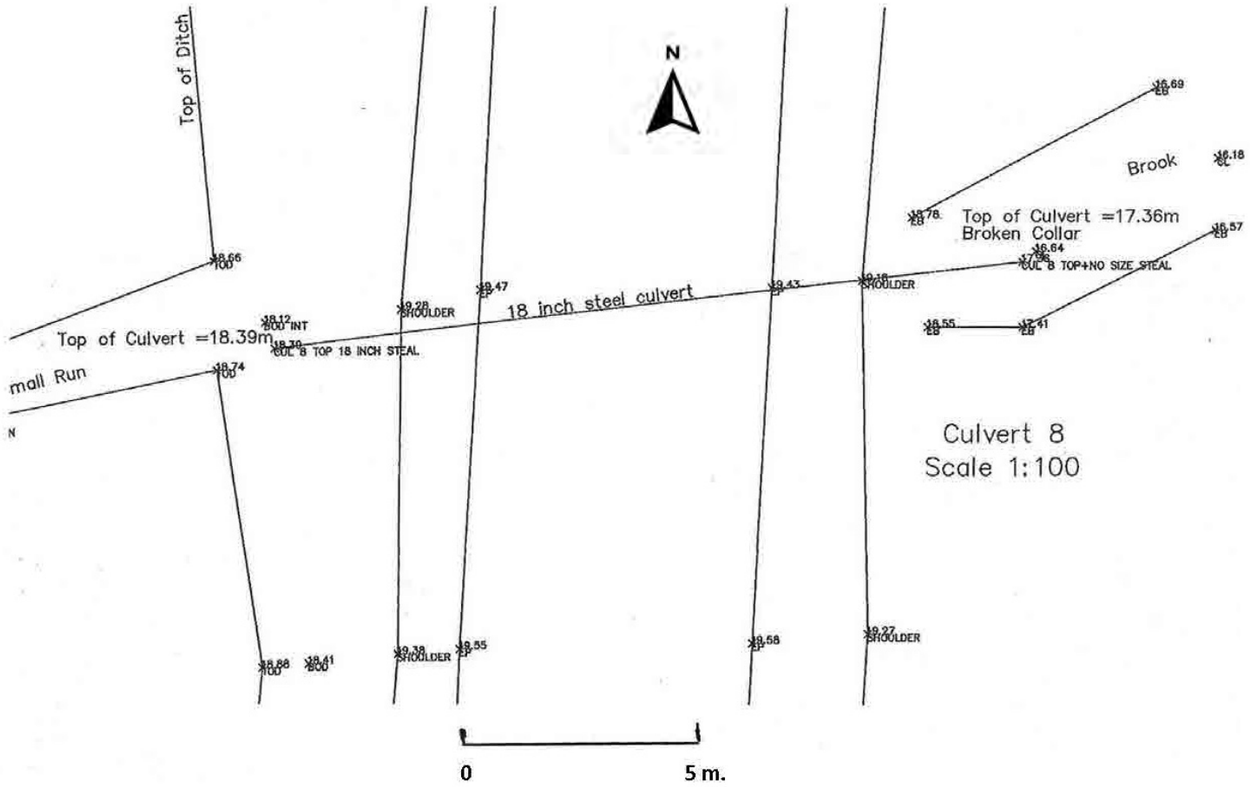
Date: MAY 31, 2021
Job no: -
Scale: AS NOTED
Project no.:
Drawn by: MGM
Checked by: -

municipality of cumberland

NO.	REVISIONS	NAME	DATE
2	ISSUED FOR CONSTRUCTION	–	31–05–21
1	ISSUED FOR REVIEW	–	28–05–21

McCullough Environmental Engineering
43 ROGERS AVE.
Amherst, Nova Scotia
B4H 2J7.
C. (902) 664–4858
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Drawing no.: F8-2



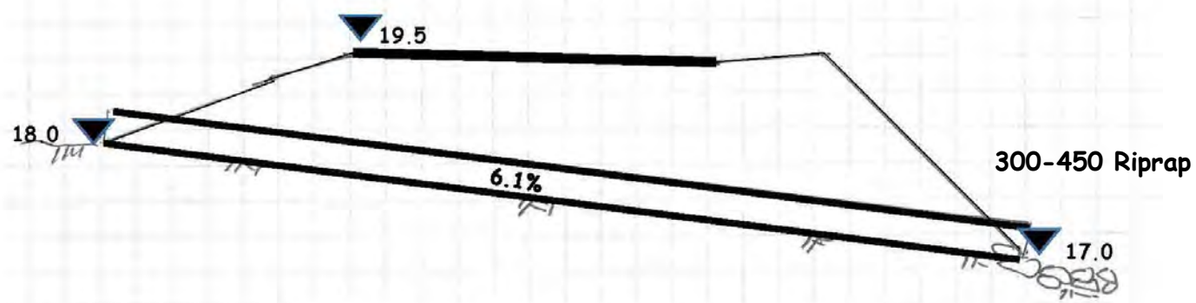
Culvert 8
Scale 1:100

Site Plan Existing Culvert

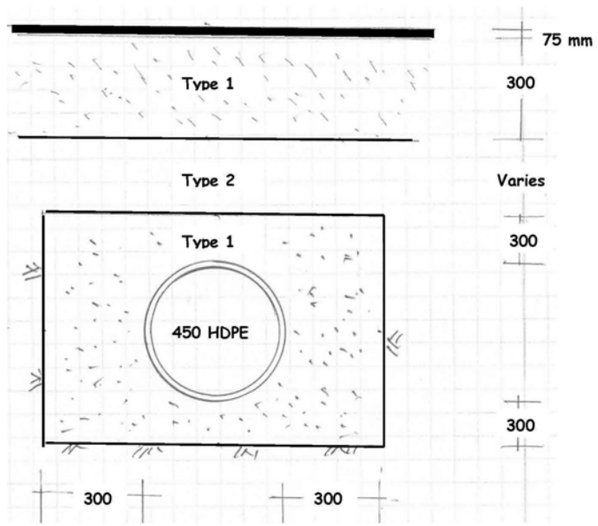


General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Top of Catch Basin Elevation 10.0 m., assumed datum.
4. Set upstream invert of HDPE as shown.
5. Adjust downstream invert as may be required for the culvert bottom to clear the watermain by 75 mm.
6. Insulate the watermain with minimum 75 mm of rigid Styrofoam where vertical separation is less than 300 mm. Insulation shall be closed cell extruded polystyrene, ULC 701, Type 4, 415 kPa (60 psi) compressive strength, 900 * 900 centered on watermain.
7. Remove and replace existing guardrails as may be required.
8. Seed exposed surfaces with triple mix and cover with hay mulch.
9. Repave to match existing grades.
10. Contractor shall coordinate with Public Works for approximate location and depth of watermain



16.5 m. of 450 mm HDPE Culvert, Hwy. Grade



Compact Type 1 and 2 to 95% Proctor

REGISTERED PROFESSIONAL ENGINEER
DATE May 04/21
R. B. McCULLOUGH
3975
PROVINCE OF NOVA SCOTIA

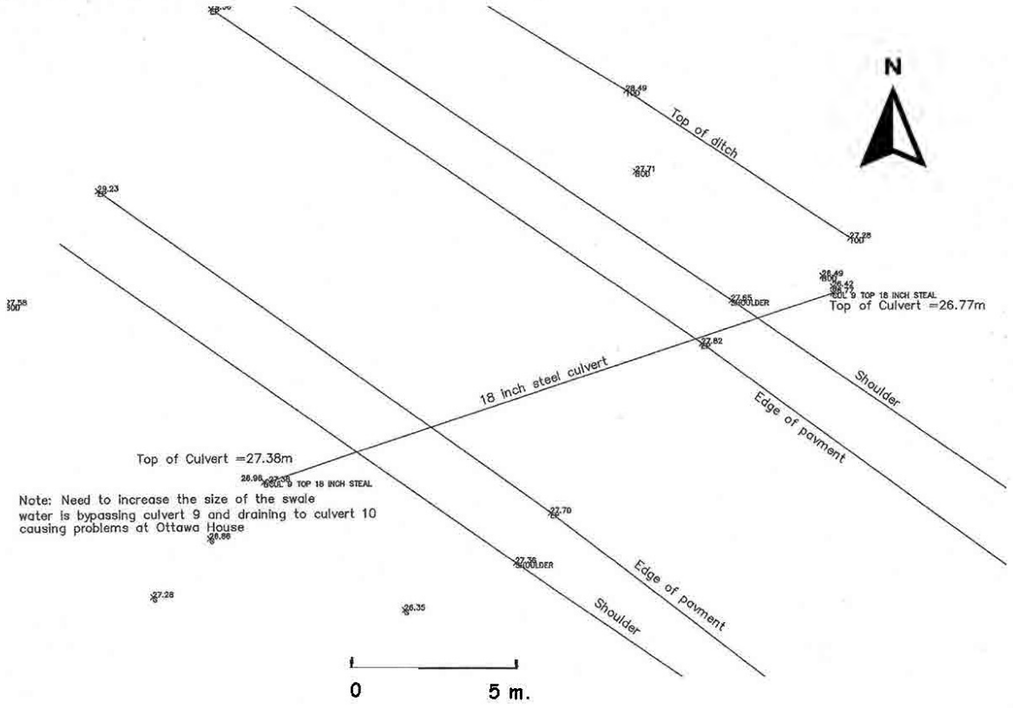
municipality of cumberland

Whitehall Road

Culvert 9

Dwg: F9	Date May 04/21

McCullough
Environmental Engineering



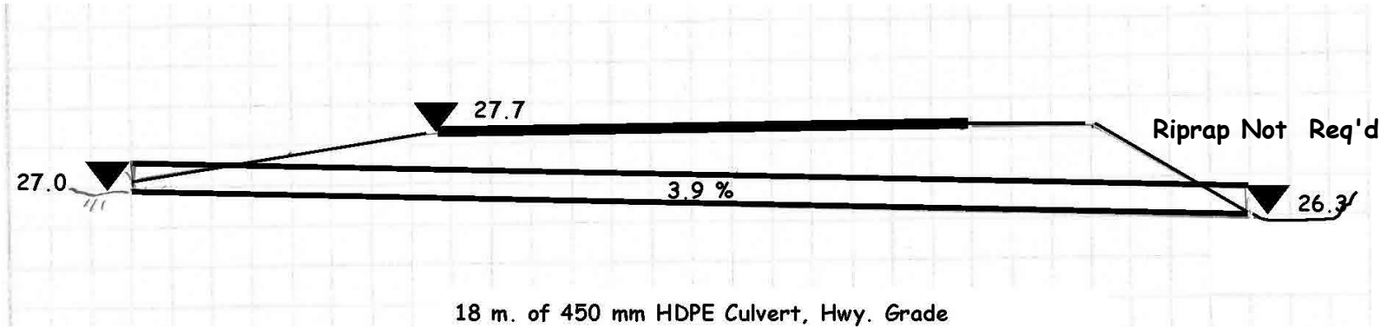
Site Plan Existing Culvert



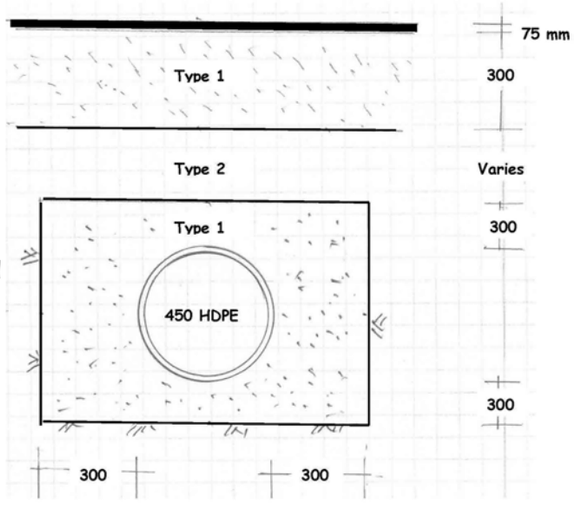
General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Elevations are geodetic GVD013
4. Set upstream invert of HDPE as shown.
5. Remove and replace existing guardrails as may be required.
6. Seed exposed surfaces with triple mix and cover with hay mulch.
7. Repave to match existing grades.

REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF NOVA SCOTIA
DATE May 04/21
R B McCullough
R. B. McCULLOUGH
3975



18 m. of 450 mm HDPE Culvert, Hwy. Grade



Compact Type 1 and 2 to 95% Proctor

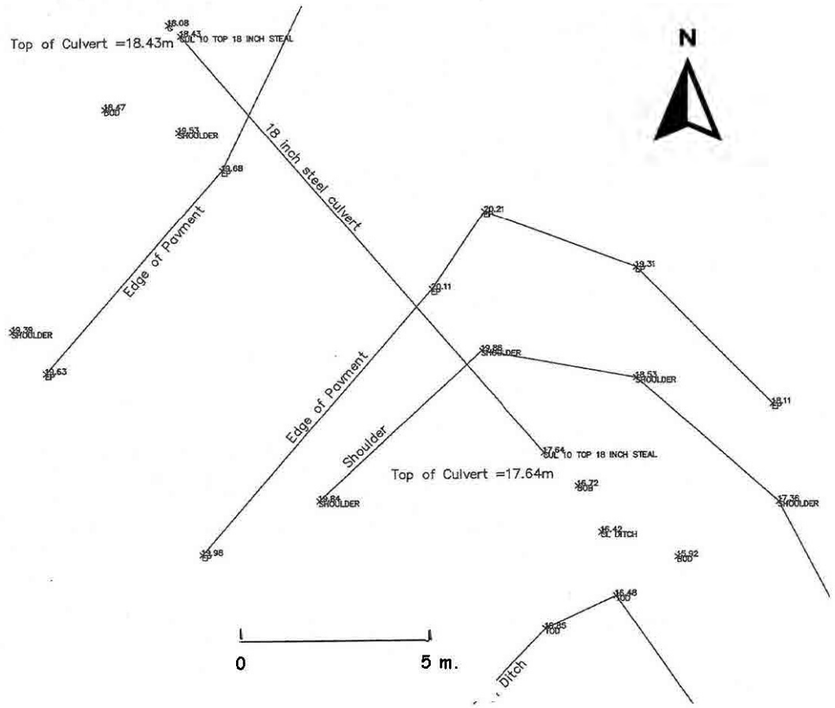
municipality of cumberland

Whitehall Road

Culvert 10

Dwg: F10	Date May 04/21

McCullough
Environmental Engineering

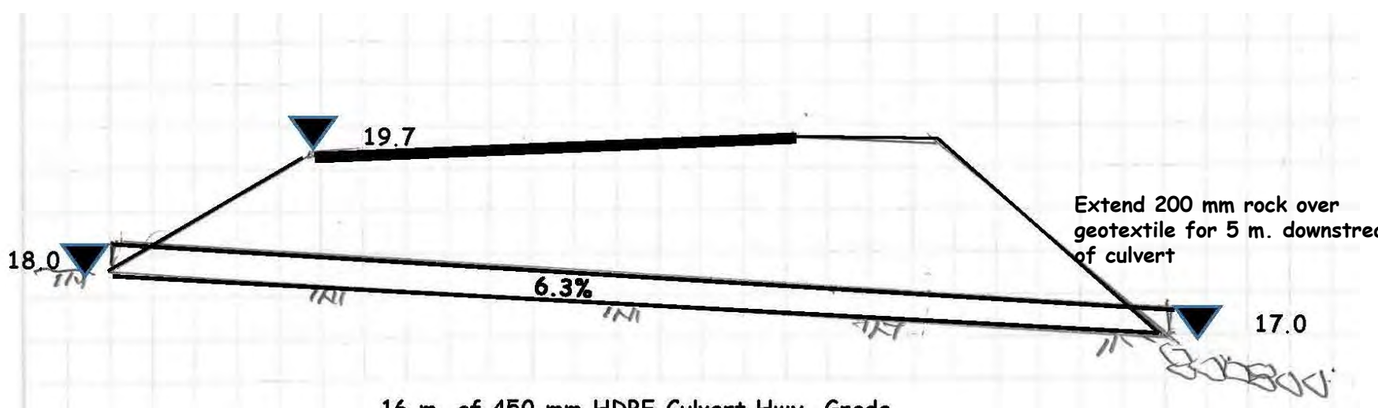


Site Plan Existing Culvert

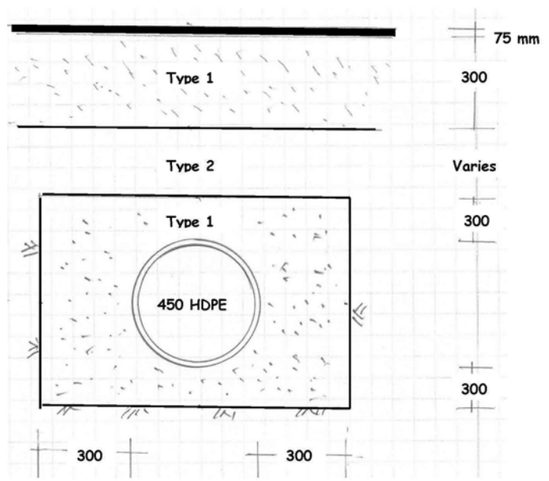


General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Elevations are geodetic GVD013
4. Set upstream invert of HDPE as shown.
5. Remove and replace existing guardrails as may be required.
6. Seed exposed surfaces with triple mix and cover with hay mulch.
7. Repave to match existing grades.



16 m. of 450 mm HDPE Culvert Hwy. Grade



Compact Type 1 and 2 to 95% Proctor

REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF NOVA SCOTIA
R. B. McCULLOUGH
3975
DATE May 04/21
RBMcCullough

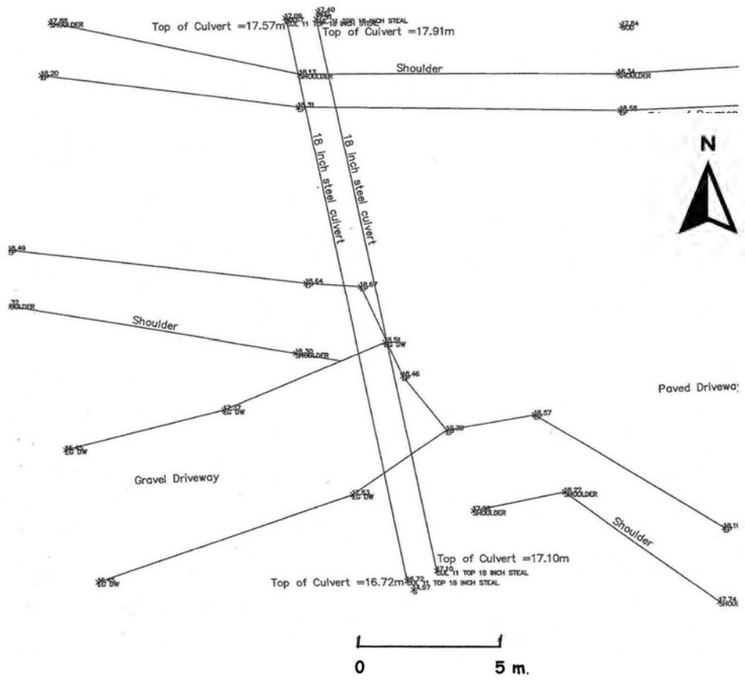
municipality of cumberland

Whitehall Road

Culvert 11

Dwg: F11 | Date May 04/21

McCullough Environmental Engineering

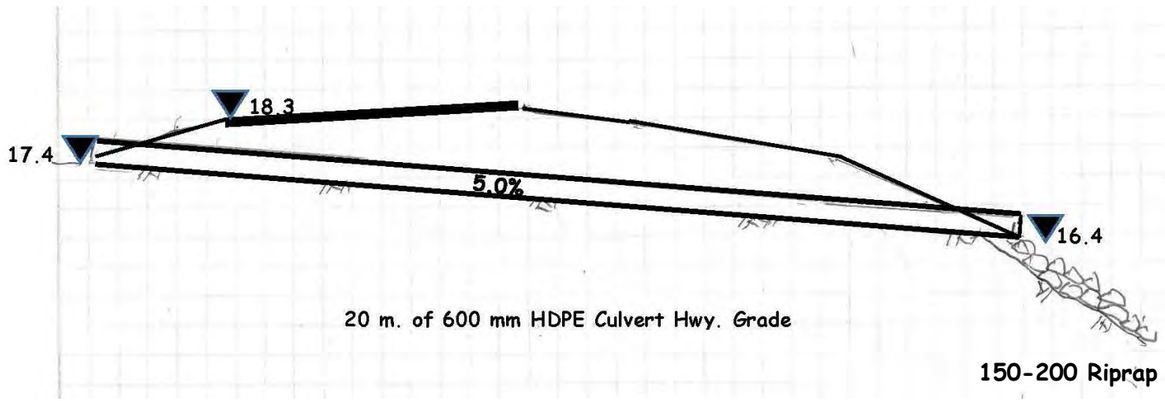


Site Plan Existing Culverts



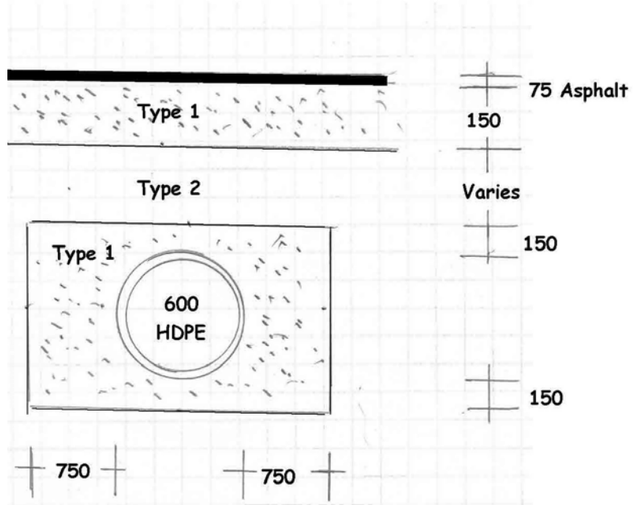
General Notes.

1. Remove existing steel culvert(s)
2. Install new culvert along same alignment as existing.
3. Elevations are geodetic GVD013
4. Set upstream invert of HDPE as shown.
5. Remove and replace existing guardrails as may be required.
6. Seed exposed surfaces with triple mix and cover with hay mulch.
7. Repave to match existing grades.



20 m. of 600 mm HDPE Culvert Hwy. Grade

150-200 Riprap



Comopact Type 1 and 2 to 95% Proctor

REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF NOVA SCOTIA
DATE May 04/21
R B McCullough
R. B. McCULLOUGH
3975

municipality of cumberland

Whitehall Road

Culvert 12

Dwg: F12	Date May 04/21

McCullough
Environmental Engineering