T-MCC-2401

PAVING OF MUNICIPAL STREETS

PARRSBORO and SPRINGHILL COMMUNITIES

MUNICIPALITY OF THE COUNTY OF CUMBERLAND

UPPER NAPPAN SERVICE CENTRE
1395 BLAIR LAKE ROAD
UPPER NAPPAN, NS
B4H 3Y4

March 11, 2024

Closing March 25, 2024 at 2:00 pm

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THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES AS PUBLISHED BY:

THE NOVA SCOTIA ROAD BUILDERS ASSOCIATION
and the
CONSULTING ENGINEERS OF NOVA SCOTIA JOINT COMMITTEE ON CONTRACT DOCUMENTS.

COPIES OF THE STANDARD SPECIFICATION ARE AVAILABLE FROM:

THE JOINT COMMITTEE ON CONTRACT DOCUMENTS
455 COLBY DRIVE, DARTMOUTH, NS B2V 2K4

TELEPHONE: 902-430-2534
OR
E-MAIL: nsmunicipalservices@gmail.com

1.0 GENERAL INSTRUCTIONS

TENDER SUBMISSION

Submit completed Form of Tender for this project by 2:00 p.m. local time, **March 25, 2024** in a sealed envelope clearly marked as follows:

TENDER: **T-MCC-2401 - PAVING OF MUNICIPAL STREETS – PARRSBORO and SPRINGHILL COMMUNITIES**

MUNICIPALITY OF THE COUNTY OF CUMBERLAND
UPPER NAPPAN SERVICE CENTRE
1395 BLAIR LAKE ROAD
UPPER NAPPAN, NS
B4H 3Y4

ATTENTION: **SHELBY HUM**
PROCUREMENT OFFICER

Any tenders submitted by fax, email or telephone will not be accepted under any circumstances.

The Municipality of the County of Cumberland (Municipality of Cumberland or Municipality) 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 interests of the Municipality.

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

The Municipality reserves the right to cancel the contract immediately upon written notice, if, in the opinion of Chief Administrative Officer, the successful Bidder 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.

TENDER OPENING

Tenders will be opened publicly, on **March 25, 2024** at Upper Nappan Service Centre, 1395 Blair Lake Road, Upper Nappan, NS, immediately following closing at 2:00 p.m. local time.

TIME

Time is of the essence in all matters arising under this order.

REVISION OF TENDER

Revisions shall be submitted only by signed letter delivered. Only the bidder's entries on the delivered tender offer may be revised. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words. The revision shall not include the total bid price.

COMPLETION/DELIVERY/CANCELLATION

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.

ERRORS

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

FORM

Quotations will not be accepted unless properly signed and submitted on this form. Qualifying clauses or exceptions may result in rejection of the quotation.

LIABILITY

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.

EVALUATION

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

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

The Municipality reserves the right to award Part A – Parrsboro and Part B – Springhill, together or separately as may be in the best interests of the Municipality.

TRAFFIC CONTROL

The Contractor will be responsible for providing traffic control in accordance with the latest edition of the Nova Scotia Department of Transportation and Public Works Infrastructure Renewal Temporary Workplace Traffic Control Manual.

The current document is available at the following link: https://novascotia.ca/tran/tcm/traffic-control-manual.pdf

Collector and local streets may be blocked off during contract work provided any commercial business or emergency service vehicles have continual access from at least one direction.

Prior to any street closures, a Traffic Control Plan MUST be provided to the Municipality for review a minimum of five (5) business days before work commences. The traffic control plan must conform to the Temporary Workplace Traffic Control Manual and show all street closures, detour routes, traffic control devices, signage and be signed off by the traffic signer.

Failure to comply with these requirements will result in the Municipality shutting work down until the traffic control requirements are fully complied with.

BIDDERS TO INVESTIGATE

Bidders will be deemed to have familiarized themselves with the existing working conditions which may affect the performance of the Contract. No claims for extra compensation resulting from failure to investigate will be paid.

SUPERVISION AND COMMUNICATION

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 for complete and proper application.

SCHEDULING OF WORK/SITE INSPECTOR/DELIVERY SLIPS

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.

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.

LIQUIDATED DAMAGES

Below is the expected start date for this tender however this may be subject to change and is therefore presented primarily for guidance;

Expected start dates are May 15, 2024 for Parrsboro and June 1, 2024 for Springhill. The Municipality expects to replace several water laterals in advance of the paving work.

The Municipality and the successful Bidder 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.

The successful Bidder 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 Bidder 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.

NOTIFICATION

Contractor is responsible for contacting gas, electricity and telephone/communication providers as deemed necessary prior to excavating.

CONTACT INFORMATION

All questions related to this tender are to be directed to:

Shelby Hum, Procurement Officer Phone:
902-667-3204
shelbyhum@cumberlandcounty.ns.ca

2.0 SCOPE OF WORK

The following streets have been identified for paving and/or rehabilitation under this tender. The proposed locations are described in Part A and Part B, below. A site visit can be scheduled to review the proposed work locations. Dimensions and areas are approximate and will vary.

The Municipality reserves the right to award Part A and Part B separately or together, as may be in the best interests of the Municipality. The Municipality reserves the right to adjust the scope of the work to fit within the Municipality's budget.

PART A - PARRSBORO

1) **Various Streets** – 50 mm Type C Asphalt Overlay and Gravel. Addendum to follow.

PART B - SPRINGHILL

1) **Cowan Street –** From McGee Street to south end, 825 m. Drag Coat and Overlay with 50 mm Asphalt Type C. Place shoulder gravels Type 1S.
2) **Maple Street** - From Junction Road to Grey Street, 426 m. Overlay with 50 mm Asphalt Type C. Place shoulder gravels Type 1S.
3) **Grey Street** – From Maple Street to Main Street, 270 m. Overlay with 50 mm Asphalt Type C. Place shoulder gravels Type 1S.
4) **Harrison Avenue** – From McGee Street to end, 270 m. Drag coat and overlay 50 mm Asphalt Type C. Place shoulder gravels Type 1S.
5) **Clarke Street -** From Herrett Road to west end, 150 m. Drag coat and overlay 50 mm Asphalt Type C. Place shoulder gravels Type 1S.
6) **McGee Street** – From McFarlane Street to Church Street, 95 m. Overlay 50 mm Asphalt Type C. Place shoulder gravels Type 1S.
7) **Clarence Street** – From McFarlane Street to Church Street, 91m. Overlay 50 mm Asphalt Type C. Place shoulder gravels Type 1S.
8) **Douglas Drive** – From McDougal Street to end, 120 m. Drag Coat and Overlay with 50 mm Type C Asphalt. Place Shoulder Gravels Type 1S.
9) **Lorne Street -** From Main Street to Maple Street, 270 m. Drag Coat and Overlay with 50 mm Type C Asphalt. Place Shoulder Gravels Type 1S.
10) **South Street –** From Mechanic Street to Hillcrest Street, 418 m. Drag Coat and Overlay With 50mm Type C Asphalt. Place Shoulder Gravels Type 1S.
11) **Elm Street –** From Clarence Street to Crossin Street, 586 m. Overlay With 50mm Type C Asphalt. Place Shoulder Gravels Type 1S.

GENERAL

1) **Asphalt placement** – clean surfaces, apply tack coat and place asphalt in maximum 50 mm lifts.
2) **Cold Mill** Approximately 3 m length to blend grades where new paved surfaces meet existing roads, to provide smooth profile, tapering from 0 mm to full depth of new asphalt to be placed.
3) **Drag Coat** – A levelling course of Asphalt Type D placed with screed set at 2% and resting on crown (ideally).
4) **Driveways** - For asphalt driveways, cold mill a key and use Asphalt Type C to tie existing driveway to new grade at edge of road over about 1.2 m length. For existing gravel driveways place shoulder gravels Type 1S to provide smooth transition from existing driveway to new grade at edge of road over about 1.2 m length. Maximum 6° deflection angle in profile.
5) **Excavated and milled materials** - deliver to either Parrsboro Public Works garage at 654 Main Street or Springhill Public Works garage at 62 Lisgar Street.
6) **Full Depth Replacement** to consist of sawcut at limits, excavate and compact subgrade, place and compact 200 mm Gravel Type 2, 150 mm Gravel Type 1, tack coat, place and compact 50 mm Asphalt Type B and 60 mm Asphalt Type C.
7) **Patch Repair** to consist of sawcut and remove asphalt or remove existing gravels for paving, grade gravel surface, compact, tack coat and place 50 mm Asphalt Type B and 40 mm Asphalt Type C. Finish surface to match surrounding existing grade.
8) **Pavement markings** – to be reinstated.
9) **Pulverize** to consist of pulverize existing asphalt surface full depth, groom/grade to provide smooth profile and crowned cross section. Sawcut at limits and apply tack coat. Protect existing manholes, valve boxes and other equipment from damage.

New asphalt areas to be keyed into existing asphalt surfaces as applicable.

The Contractor is responsible to provide appropriate structural fill for use in areas that require rehabilitation/reconstruction prior to paving.

The Municipality will endeavour to have all water valve covers and manholes that are located within the paving areas, repaired as necessary and ready for paving. The Contractor will be required to raise these infrastructure components to the level of the new street surface as necessary.

The Contractor must obtain the Municipality's approval of proposed construction sequencing and schedules prior to beginning construction. Contractor shall, whenever possible, maintain access for all residents to their homes and **must** give 24 hours' notice of access removal to residents.

3.0 TENDER REQUIREMENTS

TENDER DEPOSIT

The Bidder forwards herewith a certified cheque, Bid Bond, or irrevocable letter of credit in the amount of ten percent (10%) of the Contract Price, payable to the Municipality, and the Bidder agrees this amount may be forfeited as liquidated damages in the event that the tender is withdrawn after closing or the Bidder fails to comply with any other provisions of this Tender. The deposit shall be returned to the unsuccessful Bidder(s)after a Contract has been signed with the successful Bidder.

PERFORMANCE GUARANTEE

The successful Contractor is to provide a performance bond for the value of the work (or) the Municipality will retain the tender deposit until the work has been substantially completed, as determined by the Engineer.

SAFETY CERTIFICATION

1. Submit with Tender a copy of Bidder's current and valid Letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association, or a recognized safety certified company such as the Nova Scotia Construction Safety Association, and the Province of Nova Scotia Department of Labor.
2. Out of province companies shall submit, with their Tender, a current and valid Letter of Good Standing from their province of origin or from a recognized Safety Association which utilizes an external audit element.
3. Out of province companies may obtain a Letter of Good Standing from the Nova Scotia Construction Safety Association, or a recognized safety certified company, upon submission of documentation verifying training and compliance with the NS OH&S Act and Regulations
4. **In any event, out of province Bidders will have to satisfy and provide proof from the Nova Scotia Construction Association in respect to their safety status prior to being awarded a contract.**

WORKERS' COMPENSATION

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.

INSURANCE CERTIFICATE

A valid certificate showing at least $5,000,000 liability, **with the Municipality of the County of Cumberland named under additional insured, must** be provided by the successful bidder prior to the execution of the Articles of Agreement.

CONTRACTOR EXPERIENCE

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.

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.

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- A 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 Reception Area time clock (located at Upper Nappan Service Centre, 1395 Blair Lake Road, Upper Nappan, NS) 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 the County of Cumberland, Upper Nappan Service Centre (as identified in the Invitation documents), and will be opened there, in accordance with the Municipality'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 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.

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 www.cumberlandcounty.ns.ca 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 Bidder 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 Municipality 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 90 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.

Verbal answers to queries are **NOT** binding. Responses to inquiries by the Municipality shall be in the form of addenda which will form part of the Contract Documents.

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 Municipality of Cumberland official web site at **www.cumberlandcounty.ns.ca** and 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. The Municipality will not bear any responsibility for the failure of potential bidders to obtain all bid documents before submitting a bid. 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 Municipality 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 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 and 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.

Subcontracting 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 Subcontractors 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 Subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Bidder or its Subcontractors 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 Form of Tender 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 FORM OF TENDER IN THE MANNER AND SPACE SET OUT BELOW:

_____ _____
Authorized Signatory for the Bidder Date

_____
Print Name and Title

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

Delete Subsection 43 and replace with the following:

43 Asphalt Concrete

- Unit of measurement: tonne (T)
- Method of measurement: scale tickets signed by the Engineer or site representative
- This item includes: surface cleaning, supply, placement and compaction as indicated including tack coat.

Delete Subsection 49 and replace with the following:

49 Adjust Existing Valve Box Covers

- Unit of Measurement: each (Ea.)
- This item includes: supply, and installation of riser inserts, and localized asphalt/gravel removals and reinstatement.

Delete Subsection 50 and 51 and replace with the following:

50 Adjust Existing Manhole and Catchbasin Frames and Covers

- Unit of Measurement: each (ea.)
- This item includes: supply, and installation of riser inserts, and localized asphalt/gravel removal and reinstatement.

Add Subsection 53, 54, 55, 56 and 57 as follows:

53 Pulverize

- Unit of measurement: square metre (m^2).
- Method of Measurement: area of asphalt street pulverized using measuring wheel.
- This item includes: Grooming and grading of pulverized asphalt to desired cross section and profile, and compaction.

54 Cold Milling

- Unit of Measurement: square metre (m^2).
- Method of Measurement: area of asphalt street surface milled using measuring wheel
- This item includes: sawcut at limits of removals, milling of the existing asphalt street surface to approx.. 50 mm depth, material removal, disposal and clean-up.

55 Repair

- Unit of measurement: square metre (m^2)
- Method of Measurement: area of repaired street using measuring wheel.
- For 55.1 Patch Repair this item includes sawcut at limits of removals, excavation of asphalt, to

provide asphalt structure depth of 90 mm, disposal off site, tack coat, supply, place and compact 50 mm Asphalt Type B and 40 mm Asphalt Type C.

56 Pavement Markings

- Unit of measurement: lump sum (LS)
- This item includes: surface cleaning, supply and placement of non-coning traffic paint to match existing.

57 Traffic Control

- Unit of measurement: lump sum (LS)
- This item includes: supply and implementation of traffic control plans, traffic control materials and equipment, including detour routes.

1. SALUTATION

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

ATTENTION: Kellie Seaman
Procurement Officer

For: **T-MCC-2401 PAVING OF MUNICIPAL STREETS**
PARRSBORO AND SPRINGHILL COMMUNITIES

From: _____

_____

_____

2. BIDDER DECLARES:

That this tender was made without collusion or fraud.

That he has carefully examined the proposed work; familiarized himself with local conditions, including labor conditions; carefully examined the Contract Documents and taken all the foregoing into consideration in preparation of this Tender.

That addenda numbers _____ to _____ inclusive were carefully examined.

3. BIDDER AGREES:

To enter into a contract to supply all labour, material and equipment and to do all work necessary for the price stated in Subsection 4 here under, Schedule of Quantities and Unit Prices.

That this Tender is valid for acceptance for 90 days from Tender Closing.

To provide evidence of ability and experience with the Tender, 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.

That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.

That if certified cheque is forfeited, Owner will retain the 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 Bidder.

That the Contract Documents include:

.1 Standard Specifications for Municipal Services listed in Table of Contents, latest revision.

.2 Project Documents
- Section 00 21 00 Information to Bidders
- Section S-1 Supplementary Specifications
- Section 00 41 43 Form of Tender
- Section 00 53 43 Form of Agreement

.3 Any addenda as issued and as confirmed in 2. Bidder Declares.

4. QUANTITIES AND MEASUREMENT

The quantities shown in the Form of Tender - Schedule of Quantities and Unit Prices are estimated.

Measurements for the actual quantities used to determine payments and Contract Price shall be in accordance with the section Measurement and Payment.

5. SCHEDULE OF QUANTITIES AND UNIT PRICES

PART A - PARRSBORO

ITEM NO	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
41	Gravel				
	.1 Type 1S	T	220		
	.2 Type 1	T	1985		
43	Asphalt Concrete				
	.1 Type C	T	660		
	.3 Drag Coat	T	160		
49	Adjust Existing Valve Box Covers	Ea	4		
54	Cold Milling	m^2	190		
55	Repair				
	.1 Patch Repair	m^2	100		
56	Pavement Markings	LS	1		
57	Traffic Control	LS	1		

SUBTOTAL PART A - PARRSBORO (Excluding HST) $ _____

PART B - SPRINGHILL					
ITEM NO	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
41	Gravel				
	.1 Type 1S	T	1189		
43	Asphalt Concrete				
	.1 Type C	T	2970		
	.3 Drag Coat	T	725		
49	Adjust Existing Valve Box Covers	Ea	18		
50	Adjust Existing Manhole and Catchbasin Frame and Covers	Ea	13		
54	Cold Milling	m^2	590		
56	Pavement Markings	LS	1		
57	Traffic Control	LS	1		

SUBTOTAL PART B - SPRINGHILL (Excluding HST) $ _____

SUBTOTAL PART A - PARRSBORO $ _____

SUBTOTAL PART B - SPRINGHILL $ _____

SUBTOTAL PART A + B $ _____

HST $ _____

TOTAL $ _____

6. PROJECT COMPLETION

Bidder agrees that all Parrsboro work will be completed on or before August 1, 2024, and that all Springhill work will be completed on or before August 7, 2024.

Start Date: _____

Finish Date: _____

7. SIGNATURES

DATED THIS _____ DAY OF_____, 2024.

[Seal]

_____
Full Name of Firm Tendering

_____
Signature of Signing Officer

_____ _____
Witness Name and Title (Printed)

_____ _____
Witness 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.

This Agreement made on the _____ day of _____ in the year 2024.

BY AND BETWEEN

MUNICIPALITY OF THE COUNTY OF CUMBERLAND
hereinafter called the "Owner"

and

_____
hereinafter called the "Contractor"

Witnesses that the parties agree as follows:

1. **THE WORK**

The Contractor shall:

.1 perform the Work required by the Contract Documents for **T-MCC-2401 Paving of Municipal Streets Parrsboro and Springhill Communities**, and
.2 do and fulfil everything indicated by this Agreement.

2. **THE ENGINEER**

The Engineer is Justin Waugh-Cress, P. Eng. or as designated.

3. **CONTRACT DOCUMENTS**

The following is an exact list of the Contract Documents referred to in subsection 1.1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

.1 Standard Specifications for Municipal Services, latest revision.
.2 Project Documents
Section 002100 Information to Tender
Section S-1 Supplementary Specifications
Section 00 41 43 Form of Tender
Section 00 53 43 Form of Agreement
.3 Any addenda as issued and as confirmed in the Form of Tender 2. Bidder Declares.

4. **QUANTITIES AND MEASUREMENT**

.1 The quantities shown in the Form of Tender - Schedule of Quantities and Unit Prices are estimated.
.2 Measurements for the actual quantities used to determine payments and Contract Price shall be in accordance with the section Measurement and Payment.

5. **CONTRACT PRICE**

.1 The Contract Price shall be the sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and

measurement, multiplied by the appropriate Unit Prices from the Form of Tender together with any adjustments that are made in accordance with the provisions of the Contract Documents.

.2 The Estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the Form of Tender.

.3 The Estimated Contract Price is:

PART A - PARRSBORO					
ITEM NO	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
41	Gravel				
	.1 Type 1S	T	220		
	.2 Type 1	T	1985		
43	Asphalt Concrete				
	.1 Type C	T	660		
	.3 Drag Coat	T	160		
49	Adjust Existing Valve Box Covers	Ea	4		
54	Cold Milling	m^2	190		
55	Repair				
	.1 Patch Repair	m^2	100		
56	Pavement Markings	LS	1		
57	Traffic Control	LS	1		

SUBTOTAL PART A - PARRSBORO (Excluding HST) $ _____

PART B - SPRINGHILL					
ITEM NO	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
41	Gravel				
	.1 Type 1S	T	1189		
43	Asphalt Concrete				
	.1 Type C	T	2970		
	.3 Drag Coat	T	725		
49	Adjust Existing Valve Box Covers	Ea	18		
50	Adjust Existing Manhole and Catchbasin Frame and Covers	Ea	13		
54	Cold Milling	m^2	590		
56	Pavement Markings	LS	1		
57	Traffic Control	LS	1		

SUBTOTAL PART B - SPRINGHILL (Excluding HST) $ _____

SUBTOTAL PART A - PARRSBORO $ _____

SUBTOTAL PART B - SPRINGHILL $ _____

SUBTOTAL PART A + B $ _____

HST $ _____

TOTAL $ _____

6. PROJECT COMPLETION

.1 **The Contractor agrees that all Parrsboro work will be completed on or before August 1, 2024, and that all Springhill work will be completed on or before August 7, 2024.** The Contractor shall commence the Work by the **Start Date** and attain Substantial Performance of the work as certified by the Engineer by the **Finish Date**.

Start Date: _____

Finish Date: _____

7. PAYMENT

.1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.

.2 The total payment shall be the Contract Price as defined in subsection 5 - Contract Price, of the Agreement.

.3 The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Engineer, subject to a 10% holdback.

.4 The amount of the monthly payments shall be calculated as follows:

- .1 The quantity of each pay item on which actual work has been performed shall be measured.
- .2 For each item this quantity shall be multiplied by the ratio of the work completed to the work required under Measurement and Payment.
- .3 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from subsection 6.4.2 of this section.
- .4 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under subsection 6.4.3 of this section.

.5 The last day of the payment period shall be the last day of the month.

.6 Upon Substantial Performance of the Work as certified by the Engineer, the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of **General Conditions**, subsection GC14- CERTIFICATES AND PAYMENTS.

.7 Upon Total Performance of the Work as certified by the Engineer, the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 720 - General Conditions, subsection GC14 - CERTIFICATES AND PAYMENTS.

.8 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of **General Conditions,** subsection GC 20 -INSURANCE in the Supplementary Specifications.

.9 If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:

- .1 The annual interest rate applicable to the Contract is 2% compounded semi-annually.
- .2 Interest shall be calculated on the overdue balance from the due date.

8. LIQUIDATED DAMAGES

Below is the expected start date for this project.

Expected start date is May 15, 2024.

The Owner and the Contractor 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 Owner will suffer damages, which are difficult to identify with precision because of the nature of the project.

The Contractor and the Owner 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 Contractor shall pay to the Owner 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.

9. 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 an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

10. RECEIPT OF AND ADDRESSES FOR NOTICES

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

.2 The Owner at
Director of Public Works at Nappan Service Centre, 1395 Blair Lake Road, Upper Nappan, NS, B4H 3Y4

.3 The Contractor at
_____

11. 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.

12. ASSIGNMENT

Neither party to the Contract shall assign the Contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

13. QUALITY

The Contractor warrants and agrees that for a period of one year from the date of delivery or performance of the work, the goods and/or services set out in the Contract shall be supplied or manufactured in a good and workmanlike manner.

13. SIGNATURES

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

SIGNED, SEALED AND DELIVERED
in the presence of:

Municipality of the County of Cumberland	_____
OWNER	**CONTRACTOR**
Mr. Greg Herrett, CAO	_____
name and title	name and title
_____	_____
signature	signature
_____	_____
witness	witness
_____	_____
name and title	name and title

(Where either the Owner or Contractor calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, parties to this Agreement, should be attached.)