
T-MCC-2611

**PARRSBORO MAIN STREET
AND EASTERN AVENUE INTERSECTION**



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

July 7, 2026

**CLOSING: July 21, 2026
2:00 PM AST**

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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, **July 21, 2026**, in a sealed envelope clearly marked as follows:

**TENDER: T-MCC-2611 - PARRSBORO MAIN STREET AND EASTERN AVENUE
INTERSECTION**

**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 **July 21, 2026** 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.

In accordance with paragraph 26 of the Municipality's Procurement Policy, local preference of 5% MAY apply to this procurement.

TRAFFIC CONTROL

The Contractor shall prepare and submit a Traffic Control and Construction Staging Plan for review by the Engineer a minimum of 5 days prior to commencing Work. The plan shall demonstrate how traffic will be maintained through the intersection at all times and how access to adjacent properties, businesses, pedestrian routes, and the corner gas station will be preserved throughout construction.

The Contractor shall stage the Work to safely accommodate through traffic, local traffic, emergency vehicles, commercial vehicles, school buses, service vehicles, delivery vehicles, and fuel delivery vehicles. Temporary lane closures, lane shifts, flagging operations, pedestrian control measures, and other traffic control measures shall be coordinated to maintain safe and continuous operations through and around the project limits.

All traffic control, signage, delineation, flagging operations, temporary lane shifts, pedestrian accommodation measures, and related measures shall be provided in accordance with the

latest edition of the Nova Scotia Temporary Workplace Traffic Control Manual and all applicable regulatory requirements.

The current document is available at the following link:

<https://novascotia.ca/tran/tcm/traffic-control-manual.pdf>

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 project 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.

LIQUIDATED DAMAGES

The expected start date for this tender is August 17, 2026, however this may be subject to change and is therefore presented primarily for guidance;

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.

BUSINESS AND PROPERTY ACCESS

Access to all businesses, residences, and properties within and adjacent to the project limits shall be maintained at all times unless otherwise approved in writing by the Engineer.

Particular attention shall be given to the corner gas station located at the intersection. A

minimum of one vehicular access point to the gas station shall remain open and operational at all times. Closure of all gas station access points simultaneously shall not be permitted. The Contractor shall be responsible for sequencing and staging the Work to maintain safe customer, employee, service vehicle, emergency vehicle, and delivery access throughout construction. The Contractor shall not store equipment, materials, signage, barricades, or traffic control devices in a manner that blocks or unreasonably restricts access to adjacent businesses, properties, or the gas station.

GAS STATION FUEL DELIVERY ACCESS

The Contractor shall coordinate construction activities with the gas station owner/operator and associated fuel suppliers to ensure access is maintained for scheduled fuel deliveries. The Contractor shall accommodate fuel tanker truck access and turning movements as required throughout the duration of the Work. Any construction activities that may impact fuel delivery operations shall be coordinated in advance with the gas station owner/operator and scheduled to minimize disruption to business operations. At no time shall construction staging, equipment, materials, traffic control devices, or temporary closures prevent required fuel delivery access without prior coordination with the gas station owner/operator and approval from the Engineer.

PEDESTRIAN ACCESS

Pedestrian access shall be maintained wherever practical throughout the Work. Where existing sidewalks, curb ramps, or pedestrian routes are temporarily disrupted by construction activities, the Contractor shall provide safe, clearly signed, and identifiable alternate pedestrian routes acceptable to the Engineer. Pedestrian routes shall be maintained in a safe condition and shall be separated from active work areas, construction equipment, materials, and traffic wherever practical. Temporary pedestrian routes shall be maintained to provide reasonable access to adjacent businesses and properties during construction.

NOTICE REQUIREMENTS FOR ACCESS RESTRICTIONS OR INTERRUPTIONS

The Contractor shall provide advance notice to the Engineer prior to any construction activity that may temporarily restrict, alter, or interrupt access to adjacent businesses, residences, properties, pedestrian routes, or gas station operations. Unless otherwise approved by the Engineer, the Contractor shall provide a minimum of 48 hours advance notice for planned temporary access restrictions or interruptions. Notice shall identify the location, nature, expected duration, and proposed mitigation measures for the restriction or interruption. The Contractor shall coordinate directly with affected businesses and property owners, as directed by the Engineer, prior to implementing any temporary access restrictions. For the corner gas station, the Contractor shall coordinate with the gas station owner/operator in advance of any work that may affect customer access, service vehicle access, or scheduled fuel deliveries. Temporary access restrictions shall be minimized in duration and extent. Access shall be restored as soon as practical following completion of the related work activity.

Unplanned or emergency access restrictions shall be reported to the Engineer as soon as they are identified. The Contractor shall immediately implement appropriate measures to maintain safe access and traffic operations to the greatest extent practical.

PAYMENT CROSS REFERENCE

All traffic control, access maintenance, pedestrian accommodation, business access coordination, and fuel delivery coordination shall be completed in accordance with the Traffic Control pay item and the requirements of this Special Provision.

CONTACT INFORMATION

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

Shelby Hum, Procurement Officer
shelbyhum@cumberlandcounty.ns.ca

2.0 SCOPE OF WORK

The Municipality of Cumberland (Municipality) is undertaking intersection improvements at Upper Main Street and Eastern Avenue in Parrsboro, Nova Scotia. The purpose of this project is to enhance safety, accessibility, and overall functionality for all road users, while addressing localized pavement and curb deficiencies within the existing roadway corridor and improving the overall intersection configuration.

The work generally includes roadway rehabilitation through milling and asphalt repaving within the project limits, along with associated curb renewal and adjustments to improve drainage, alignment, and tie-ins to existing infrastructure. The project also includes modifications to the intersection geometry and configuration to support improved traffic control and vehicle movements.

Sidewalk improvements are included to enhance pedestrian accessibility and connectivity, with upgrades designed to align with current accessibility best practices.

The intersection will be converted to an all-way (three-way) stop-controlled configuration as part of the overall intersection configuration improvements. Associated works include the installation of regulatory and warning signage, pavement markings, and stop control features required to support the revised traffic control.

Additional scope elements include minor grading and tie-ins, adjustments to existing features as required to accommodate the proposed design, and reinstatement of affected areas.

Selected items, such as signage or other elements, may be identified as provisional depending on coordination with the Municipality or external stakeholders.

The project has been developed to provide a practical and constructible solution within the existing right-of-way, with consideration given to maintaining traffic operations and pedestrian movement during construction.

The following area has been identified for rehabilitation under this tender. The proposed locations are described 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 adjust the scope of the work to fit within the Municipality's budget.

PARRSBORO

- 1) **Main Street at Eastern Avenue Intersection – as per attached IFC drawing set.**

GENERAL

The Municipality will endeavor to have all water valve covers and manholes that are located within the project area located and marked. 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 48 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.

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

Parrsboro Main Street and Eastern Avenue Intersection

Tender T-MCC-2611

Closing Date & Time: July 21st, 2026, at 2 p.m.

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. Paper Bids must be accompanied by an electronic copy on a USB drive.

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 60 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 three 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 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, Section 29.4 – 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

43 Asphalt Concrete

43.1 Cold Milling Keyed Joint

Unit of Measurement: linear metre (m).

Method of Measurement: along length of asphalt street width at milled tie-in location(s) using measuring wheel

This item includes: sawcutting as required, cold milling of a keyed joint at asphalt tie in locations as per drawings, removal and disposal of milled material, surface cleaning, and all labour, equipment, and incidentals required to prepare the joint for placement of new asphalt.

43.4 Cold Milling

Unit of Measurement: square metre (m²).

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.

43.5 Full Depth Asphalt Removal

Unit of Measurement: square metre (m²)

This item includes: the supply of all necessary materials, labour and equipment required for the full depth asphaltic concrete removal and delivery of all milled material to the Contractor's location of choice. This item also includes cleaning of all milled surfaces, temporary pavement markings and all other work as designated by the Engineer. This item also includes supply, placement and compaction of asphalt concrete ramps installed between the planed surface and the existing asphalt at all limits including side streets and pedestrian ramps using hot mix asphalt (or approved equivalent) and a bond separator.

44 Curb

44.2 Concrete Curb Removal

Unit of Measurement: metre (m)

Method of Measurement: along top face of curb through catchbasins.

This item includes: mass excavation and embankment – common, and supply and placement of backfill to top of subgrade.

45 Sidewalk

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure.

This item includes: mass excavation and embankment – common, bedding sand as required, 150 mm Type 1 granular base (extended 150 mm beyond edge of sidewalk structure), sidewalk as per Drawings, and supply and placement of backfill as indicated. This item also includes welded wire

mesh and jointing sand as required. This item also includes the removal and disposal of the existing sidewalk/asphalt/pavers if it is within the limits of construction of the proposed sidewalk.

46 Tactile Walking Surface Indicators

46.1 Attention Tactile Indicator Plates

Unit of Measurement: Each (ea)

This item includes: supply and installation of Tactile Walking Surface Indicators as per Drawings and manufacturer's instructions and reinstatement as per Drawings and specifications. This item also includes any TWSI wedges or incidentals as required.

46.2 Directional Tactile Indicator Plates

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of directional tile plates

This item includes: supply and installation of cast iron Directional Tactile Indicator Tiles as per Drawings and the manufacturers instructions. This item also includes reinstatement of any incidentals as required.

51 Adjust Existing Catch Basin Frames and Covers

51.1 Replace Frames and Grates or Covers Including Final Grade Adjustment

Unit of Measurement: Each

Method of Measurement: Number of sets of frame and grate or cover

This item includes: excavation and backfill, removal of existing shaft section (800 mm inside diameter or less), supply and installation of new frame and grate or cover as specified, reconstruction with pre-cast sections and cast-in-place concrete as specified, setting of frame and cover to finished grade and reinstatement to match existing. This item also includes the placement of catchment devices in all manholes prior to work commencing on the manholes, and the removal thereof after all work is completed. This item also includes the removal and disposal of all debris accumulated during construction.

53 Type 2 Gravel or Surge Rock Below Subgrade

Unit of Measurement: tonne (t)

Method of Measurement: average end area method or scale tickets signed by Engineer.

This item includes: excavation and disposal of unsuitable material below subgrade and supply, placement and compaction of gravel or surge rock and filter fabric as directed by Engineer.

54 Driveway Reinstatement

54.1 Gravel

Unit of Measurement: tonne (t)

Method of Measurement: scale tickets signed by Engineer.

This item includes: excavation, supply, placement and compaction of Type 1

gravel (150 mm minimum thickness).

54.2 Asphalt

Unit of Measurement: square metre (m²) or tonne (t)

Method of Measurement: Slope measure or scale tickets signed by Engineer.

This item includes: excavation, supply, placement and compaction of Type D-HF asphalt as specified. It also includes excavation, supply, placement and compaction of 150 mm Type 1 gravel base and reinstatement tape along cut edge of existing asphalt.

54.3 Brick Pavers

Unit of Measurement: square metre (m²)

Method of Measurement: Slope measure

This item includes: excavation, supply and placement of brick pavers to reinstate existing brick work to original condition. This item also includes supply, placement and compaction of 150 mm Type 1 gravel, bedding sand and jointing material.

55 Signs

55.1 Sign Supply & Install

Unit of Measurement: Each

This item is to be used in conjunction with line item 55.2 –Traffic Sign Post. This item includes supply of proposed signage, the supply of all required hardware and accessories for sign installation, and installation of the sign, all as per drawings.

55.2 Traffic Sign Post

Unit of Measurement: Each

This item includes: common excavation, backfill, supply and installation of telespar sign post and two piece breakaway anchor. This item also includes surface reinstatement to original condition or better. This item does not include the supply and installation of signs. If applicable, this item also includes the temporary connection of the removed sign post (and sign) to the new sign post.

55.4 Relocation of Highway Wayfinding Sign

Unit of Measurement: Lump sum (LS)

This item includes: common excavation, backfill, supply and installation of sign posts and strapping as per Nova Scotia Transportation and Infrastructure Renewal-Wood sign Structure Standard Detail. This item also includes surface reinstatement to original condition or better. This item includes transportation, storage and salvage of the proposed signage, supply of all required hardware and accessories for sign installation, all as per standard detail. If applicable, this item also includes the temporary connection of the removed sign post (and sign) to the new sign post.

56 Traffic Control

Unit of measurement: lump sum (LS)

This item includes: preparation, supply, implementation, maintenance, adjustment, and removal of all temporary traffic control measures required to complete the Work, including traffic control plans, signage, delineation, barricades, cones, flagging, temporary lane closures, lane shifts, pedestrian control measures, and related traffic control materials and equipment.

Traffic control shall address the safe movement of vehicles, pedestrians, emergency vehicles, service vehicles, delivery vehicles, and access to adjacent businesses, residences, and properties. The Contractor shall stage the Work to maintain traffic through the project limits at all times. Full road closures will not be permitted.

This item also includes all coordination, staging, temporary access provisions, and adjustments required to maintain business and property access, including access to the corner gas station and coordination with the gas station owner/operator and fuel suppliers to accommodate scheduled fuel deliveries.

All costs associated with the above requirements shall be included in the lump sum price for Traffic Control.

57 Pavement Markings

Unit of measurement: lump sum (LS)

This item includes: surface cleaning, supply and placement of non-coning traffic paint as per drawings and tie-in to existing pavement ,markers, as required.

76 Daylighting Underground Utilities

Unit of Measurement: Each

This item includes daylighting underground utilities by hand digging or hydro excavation to identify and locate underground infrastructure. This item includes all labour, equipment and materials required to do the work. This work also includes disposal of excess material and reinstatement as required.

1. SALUTATION

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

ATTENTION: Shelby Hum
Procurement Officer

For: **T-MCC-2611 PARRSBORO MAIN STREET
AND EASTERN AVENUE INTERSECTION**

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
 - Design Drawings
- .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

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
41	Gravels				
41.1	Gravel Type 1 – 150 mm thick – Road and Sidewalk	m ²	460		
41.2	Gravel Type 2 – 250 mm thick - Road	m ²	100		
43	Asphaltic Concrete				
43.1	Cold Milling Keyed Joint	m ²	30		
43.2	Type B-HF (50 mm thick)	m ²	130		
43.3	Type C-HF (50 mm thick)	m ²	840		
43.4	Cold Milling	m ²	840		
43.5	Full Depth Asphalt Removal	m ²	70		
44	Curb				
44.1	Concrete Curb & Gutter	m	155		
44.2	Concrete Curb Removal	m	60		
45	Sidewalk				
45.1	Concrete Sidewalk – 100 mm Thick	m ²	240		
45.2	Concrete Sidewalk – 150 mm Thick	m ²	20		
45.3	Concrete Sidewalk – 150 mm Thick with welded wire mesh	m ²	70		
46	Tactile Walking Surface Indicator				
46.1	Attention Tactile Indicator Plates	Each	25		
46.2	Directional Tactile Indicator Plates	m ²	3		
49	Adjust Existing Valve Box Covers	Each	6		
50	Adjust Existing Manhole Frames and Covers	Each	2		
51	Adjust Existing Catch Basin Frames and	Each	1		

	Covers				
51.1	Replace with S361 frame and grate Including Final Grade Adjustment (provisional)	Each	1		
53	Type 2 Gravel or Surge Rock Below Subgrade (provisional)	Tonnes	20		
54	Driveway Reinstatement				
54.1	Driveway Reinstatement, Gravel - 150 mm	Tonnes	3		
54.2	Driveway Reinstatement, Type D Asphalt - 90 mm	Tonnes	5		
54.3	Brick Pavers (provisional)	m ²	4		
55	Signs				
55.1	Sign Supply & Install (provisional)	each	17		
55.2	Traffic Sign Sleeve & Post	each	12		
55.3	Remove Sign Post and Base/Sleeve	each	7		
55.4	Relocation of Highway Wayfinding Sign (provisional)	LS	1		
56	Traffic Control	LS	1		
57	Pavement Markings	LS	1		
61	Landscaping				
61.1	Topsoil and Sod 150 mm thick	m ²	20		
	Additional Items				
76	Daylighting Underground Utilities (provisional)	each	1		

SUBTOTAL (excluding HST) \$ _____

HST \$ _____

TOTAL \$ _____

6. PROJECT COMPLETION

Bidder agrees that all work will be completed on or before October 31, 2026.

Start Date: _____

Finish Date: _____

7. SIGNATURES

DATED THIS ____ DAY OF _____, 2026.

[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 2026.

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-2611**
PARRSBORO MAIN STREET AND EASTERN AVENUE INTERSECTION 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
Design Drawings
- .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:

ITEM NO	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
41	Gravels				
41.1	Gravel Type 1 – 150 mm thick – Road and Sidewalk	m ²	460		
41.2	Gravel Type 2 – 250 mm thick - Road	m ²	100		
43	Asphaltic Concrete				
43.1	Cold Milling Keyed Joint	m ²	30		
43.2	Type B-HF (50 mm thick)	m ²	130		
43.3	Type C-HF (50 mm thick)	m ²	840		
43.4	Cold Milling	m ²	840		
43.5	Full Depth Asphalt Removal	m ²	70		
44	Curb				
44.1	Concrete Curb & Gutter	m	155		
44.2	Concrete Curb Removal	m	60		
45	Sidewalk				
45.1	Concrete Sidewalk – 100 mm Thick	m ²	240		
45.2	Concrete Sidewalk – 150 mm Thick	m ²	20		
45.3	Concrete Sidewalk – 150 mm Thick with welded wire mesh	m ²	70		
46	Tactile Walking Surface Indicator				
46.1	Attention Tactile Indicator Plates	Each	25		
46.2	Directional Tactile Indicator Plates	m ²	3		
49	Adjust Existing Valve Box Covers	Each	6		
50	Adjust Existing Manhole Frames and Covers	Each	2		
51	Adjust Existing Catch Basin Frames and Covers	Each	1		
51.1	Replace with S361 frame and grate Including Final Grade Adjustment (provisional)	Each	1		
53	Type 2 Gravel or Surge Rock Below Subgrade (provisional)	Tonnes	20		
54	Driveway Reinstatement				
54.1	Driveway Reinstatement, Gravel - 150 mm	Tonnes	3		
54.2	Driveway Reinstatement, Type D Asphalt - 90 mm	Tonnes	5		
54.3	Brick Pavers (provisional)	m ²	4		
55	Signs				
55.1	Sign Supply & Install (provisional)	each	17		

Parrsboro Main Street and Eastern Avenue Intersection

Tender T-MCC-2611

Closing Date & Time: July 21st, 2026, at 2 p.m.

55.2	Traffic Sign Sleeve & Post	each	12		
55.3	Remove Sign Post and Base/Sleeve	each	7		
55.4	Relocation of Highway Wayfinding Sign (provisional)	LS	1		
56	Traffic Control	LS	1		
57	Pavement Markings	LS	1		
61	Landscaping				
61.1	Topsoil and Sod 150 mm thick	m ²	20		
	Additional Items				
76	Daylighting Underground Utilities (provisional)	each	1		

SUBTOTAL (excluding HST) \$ _____

HST \$ _____

TOTAL \$ _____

6. PROJECT COMPLETION

- .1 **The Contractor agrees that all work will be completed on or before October 31, 2026.** 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 August 17, 2026.

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.)



WSP Canada Inc.
1 Spectacle Lake Drive
Dartmouth, Nova Scotia, Canada B3B 1X7
T 902-835-9955 www.wsp.com

SEAL:

LEGEND:	EXISTING	PROPOSED
EDGE OF PAVEMENT		
GRAVEL SHOULDER		
UTILITY POLE & BUY WIRE		
CURB		
HAND RAIL		
TOP OF SLOPE		
BOTTOM OF SLOPE		
DITCH/SWALE		
NEW ASPHALT		
CONCRETE SIDEWALK		
CATCH BASIN		
PROPERTY LINE		

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REVISION:

NO.	DATE	DESCRIPTION
0	2026/07/03	ISSUED FOR TENDER

PROJECT NO:	CA0053551.8917	DATE: (YYYY/MM/DD)	2026/05/13
ORIGINAL SCALE:	HORIZONTAL: 1:250	VERTICAL: N/A	IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE.
DESIGNED BY:	S.HAY		
DRAWN BY:	S.HAY		
CHECKED BY:	K. CAMERON		

SCALE: 1:250 METRIC

CLIENT:

PROJECT:

UPPER MAIN STREET
AT EASTERN AVENUE
PARRSBORO, NOVA SCOTIA

TITLE:

REMOVALS

SHEET NUMBER:

1

SHEET #:

1 OF 4

ISSUE:

ISSUED FOR TENDER

DATE OF: 2026/07/03

REV #

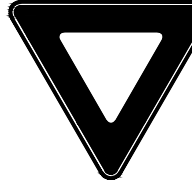
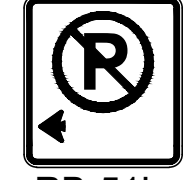
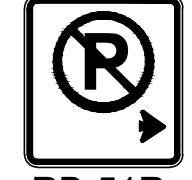
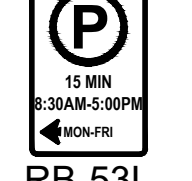
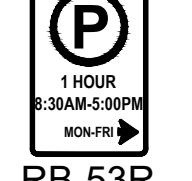
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WSP REF. NO.: ----

K:\DARTMOUTH\2026\CA0070557.0958-CA- PARRSBORO_UPPER MAIN AT EASTERN\15-DWG\15.4-CIVIL\15.4.2-PRODUCTION.DWG\CA0070557.0958-LAYOUT & GRADING.DWG

PRINTED: 4:48 PM 2026/06/30 BY: CASI071823

REMOVALS

SIGNAGE SCHEDULE (NOT TO SCALE)			
 RA-1 60cmx60cm	 RA-2 75cm SIDES	 RA-4L 60cmx75cm	 RA-4R 60cmx75cm
 RB-23 60cmx60cm	 RB-51L 30cmx30cm	 RB-51R 30cmx30cm	 RB-52B (RIGHT) 30cmx45cm
 RB-53L 30cmx45cm	 RB-53R 30cmx45cm	 WA-36 45cmx90cm	 WB-1 75cmx75cm

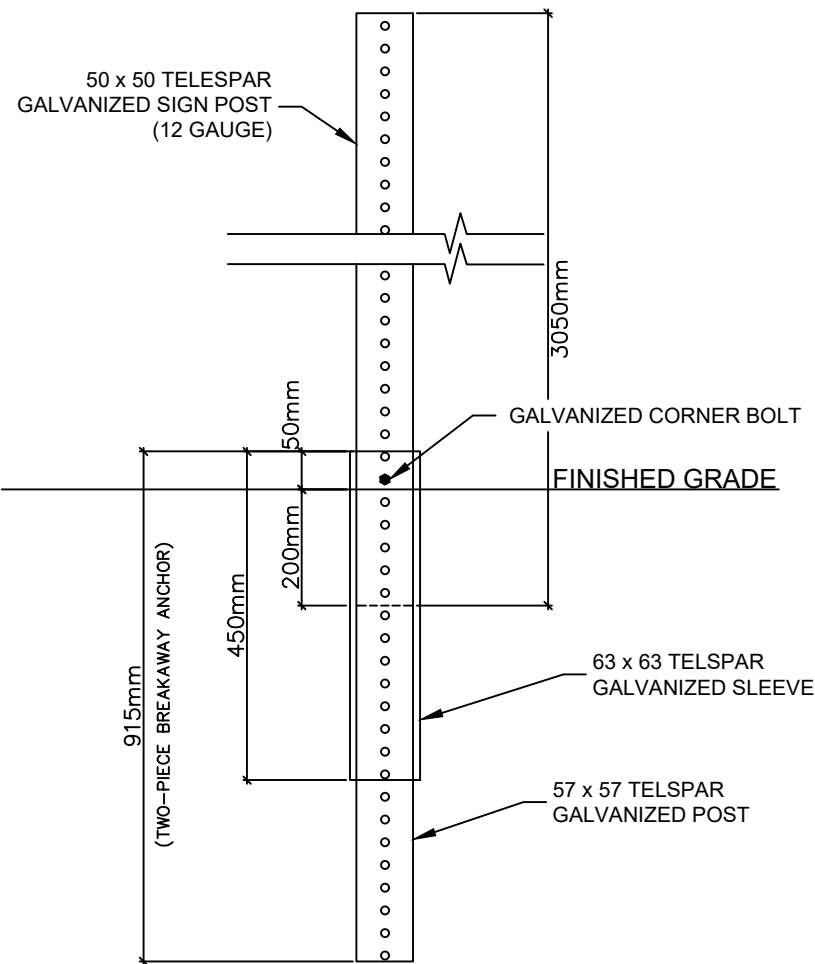
SIGNAGE NOTES:

- MUNICIPALITY TO INDICATE EXACT LOCATION OF NEW SIGN INSTALLATIONS ON SITE.
- ALL SIGNS ARE TAC UNLESS OTHERWISE INDICATED ON SIGNAGE SCHEDULE.
- REMOVED SIGNS AND POSTS TO BE RETURNED TO THE MUNICIPALITY.
- ALL PARKING SIGNS TO BE INSTALLED 45 DEGREES TO ONCOMING TRAFFIC.

PAVEMENT MARKING SCHEDULE			
TYPE	WIDTH	COLOUR	QUANTITY
STOP BAR	600 mm	WHITE	14 m
CROSSWALK LINE	200 mm x 2, 2.5m SPACING	WHITE	44 m
ZEBRA CROSSWALK	600 mm x 2.5 m, 1.2 m SPACING	WHITE	5 m
HATCH	100 mm LANE LINES WITH 600mm HATCH LINES, 6.0 m SPACING	YELLOW	76 m
SOLID DOUBLE CENTRELINE	100 mm, NOT TO BE PAINTED THROUGH INTERSECTIONS	YELLOW	55 m
SOLID LINE	100 mm	WHITE	77 m

PAVEMENT MARKING NOTES

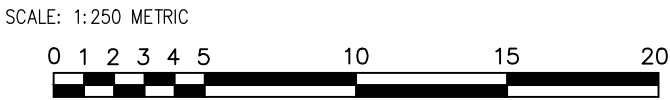
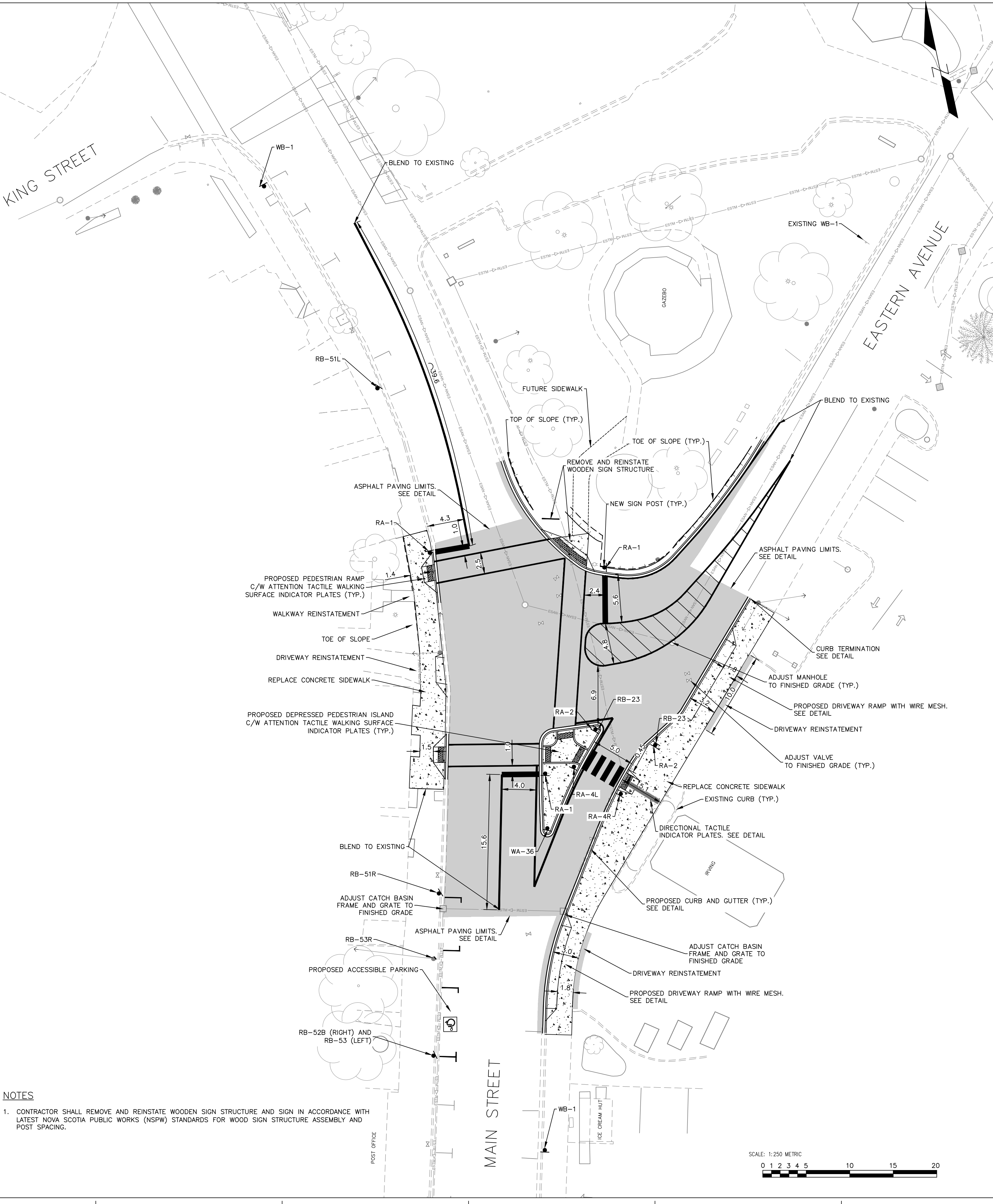
- ALL LANE MARKINGS SHALL BE ACCORDING TO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR CANADA (MUTCD) USING SIGNS APPROVED FOR USE IN NOVA SCOTIA.
- LANE LINES ARE TO BE 0.1m WIDE EXCEPT WHERE OTHERWISE INDICATED. CROSSWALK LINES ARE TO BE 0.2m WIDE, STOP BARS ARE TO BE 0.6m WIDE.
- CENTERLINES AND CENTER CROSS HATCHING TO BE YELLOW, ALL OTHER PAVEMENT MARKINGS TO BE WHITE.



TRAFFIC SIGN POST DETAIL
NOT TO SCALE

NOTES

- CONTRACTOR SHALL REMOVE AND REINSTATE WOODEN SIGN STRUCTURE AND SIGN IN ACCORDANCE WITH LATEST NOVA SCOTIA PUBLIC WORKS (NSPW) STANDARDS FOR WOOD SIGN STRUCTURE ASSEMBLY AND POST SPACING.



WSP Canada Inc.
1 Spectacle Lake Drive
Dartmouth, Nova Scotia, Canada B3B 1X7
T 902-835-9955 www.wsp.com

SEAL:

LEGEND:	EXISTING	PROPOSED
EDGE OF PAVEMENT		
GRAVEL SHOULDER		
UTILITY POLE & OUT WIRE		
CURB		
HAND RAIL		
TOP OF SLOPE		
BOTTOM OF SLOPE		
DITCH/SWALE		
NEW ASPHALT		
CONCRETE SIDEWALK		
CATCH BASIN		
PROPERTY LINE		

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0 2026/07/03 ISSUED FOR TENDER

NO.	DATE	YYYY/MM/DD	DESCRIPTION
PROJECT NO:	CA0053551.8917	DATE: (YYYY/MM/DD)	2026/05/13
ORIGINAL SCALE:			
HORIZONTAL: 1:250	VERTICAL: N/A		IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE.
DESIGNED BY:	S.HAY		
DRAWN BY:	S.HAY		
CHECKED BY:	K. CAMERON		



PROJECT:
UPPER MAIN STREET
AT EASTERN AVENUE
PARRSBORO, NOVA SCOTIA

TITLE:
LAYOUT, PAVEMENT
MARKINGS AND
SIGNAGE

SHEET NUMBER:	2
SHEET #:	2 OF 4
ISSUE:	ISSUED FOR TENDER
DATE OF: 2026/07/03	REV #
	0



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1 Spectacle Lake Drive
Dartmouth, Nova Scotia, Canada B3B 1X7
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SEAL:

LEGEND:	EXISTING	PROPOSED
EDGE OF PAVEMENT		
GRAVEL SHOULDER		
UTILITY POLE & BURY WIRE		
CURB		
HAND RAIL		
TOP OF SLOPE		
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DITCH/SWALE		
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CONCRETE SIDEWALK		
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DESIGNED BY:	S.HAY		
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CHECKED BY:	K. CAMERON		

SCALE: 1:250 METRIC

0 1 2 3 4 5 10 15 20

CLIENT:

PROJECT:

UPPER MAIN STREET
AT EASTERN AVENUE
PARRSBORO, NOVA SCOTIA

TITLE:

GRADING

SHEET NUMBER:

3

SHEET # 3 OF 4

ISSUE:

ISSUED FOR TENDER

DATE OF: 2026/07/03

REV #

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WSP REF. NO.: ----

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