

Town of Pictou

Town of Pictou



Birthplace of New Scotland

Visitor Information Centre Relocation and Slab Construction

Prepared by: Iain MacIsaac

Reviewed By: Kyle Slaunwhite

July 2023

Contract #: TOP-2023-C2

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THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR THE USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH **THE STANDARD SPECIFICATIONS FOR MUNICIPAL SERVICES** AS PUBLISHED BY THE NOVA SCOTIA ROAD BUILDERS ASSOCIATION - CONSULTING ENGINEERS OF NOVA SCOTIA AND THE **JOINT COMMITTEE ON CONTRACT DOCUMENTS**. COPIES OF THESE DOCUMENTS ARE AVAILABLE FROM THE JOINT COMMITTEE ON CONTRACT DOCUMENTS, 455 COLBY DRIVE, DARTMOUTH, NS, B2V 2K4; PHONE (902) 430-2534

PROJECT: Building Relocation and Slab

LOCATION: 49 Pine Tree Road, Pictou, NS relocated to
158 Louise Street, Pictou, NS

OWNER: Town of Pictou
40 Water Street
Pictou, NS, B0K 1H0

1. Tender
Submission

- .1 Submit completed Tender Form for above project
in sealed envelope marked as follows:

TENDER

TOP-2023-C2
Attn: Iain MacIsaac
Town of Pictou
40 Water Street
Pictou, NS B0K1H0

- .2 Closing at 3:00 p.m., local time September
11, 2023.

2. Summary of Work

- .1 The work is located in the Town of Pictou
and involves:
- Construction of slab as per drawing 22-
10 at 158 Louise Street;
 - Relocation and placing building.
 - Sealing building after placement

3. Tender Opening

- .1 Opening will be public.

4. Accuracy of
Referencing

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

5. Conditions of
Tendering

- .1 Take full cognizance of content of all Contract
Documents in preparation of Tender. Refer to
Tender Form, Subsection 3.9 for a complete list
of Contract Documents.
-

- | | | |
|--|----|---|
| <u>6. Tenderers to Investigate</u> | .1 | Tenderers will have visited and familiarized themselves with existing site and working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time. |
| <u>7. Clarification and Addenda</u> | .1 | Notify Pictou's Project Manager not less than two working days before Tender Closing of omissions, errors or ambiguities found in Contract Documents. If Owner considers that correction, explanation or interpretation is necessary; a written addendum will be issued. All addenda will form part of Contract Documents. |
| | .2 | Confirm in the Tender Form that all addenda have been received. |
| <u>8. Preparation of Tender</u> | .1 | Complete Tender Form provided with Project Documents in ink. Tender all items and fill in all blanks. Have corrections initialed by person signing Tender. |
| <u>9. Taxes</u> | .1 | Include all taxes except Harmonized Sales Tax (HST) in tender unit prices. |
| <u>10. Tender Security</u> | .1 | Provide Tender Security in amount of Ten Percent 10% of the total amount payable with Tender in the form of a Certified Cheque or Money Order payable to the Owner, or a Bid Bond on CCDC Form 220. |
| <u>11. Insurance</u> | .1 | Refer to General Conditions, subsection GC11.1 - INSURANCE, for insurance required. |
| <u>12. Form of Agreement</u> | .1 | Form of Agreement is attached. |
| <u>13. Amendment or Withdrawal of Tender</u> | .1 | Tenders may be amended or withdrawn by post or facsimile. |
| | .2 | Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price. |
-

- .3 Head amendment or withdrawal as follows:
"Amendment/Withdrawal of Tender for Building relocation and slab TOP-2023-C2". Sign and seal as required for Tender, and submit at address given for receipt of Tenders prior to Tender Closing.
 - 14. Informal or Unbalanced Tenders
 - .1 Tenders which in the opinion of the Owner are considered to be informal or unbalanced may be rejected.
 - 15. Right to Accept or Reject any Tender
 - .1 The Town of Pictou reserves the right to reject any and all tenders, not necessarily accept the lowest tender, or to accept any tender which it deems to be in its best interest including a submission which is noncompliant with the form of tender.
 - 16. Safety Certification
 - .1 Submit with Tender, a copy of Tenderer's current valid clearance letter, issued by the Workers Compensation Board of Nova Scotia.
 - .2 Current and valid certification with NSCSA.
 - .3 Proof of liability insurance.
-

1. SALUTATION:

.1 To: Town of Pictou
40 Water Street
Pictou, NS, B0K 1H0

.2 For: TOP-2023-C2
Visitor Information Centre Relocation

.3 From:

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the Tenderer was familiar with local conditions.
- .4 That Contract Documents and Addenda No. ____ to ____ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this Tender.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described.
- .2 That the Estimated Contract Price shall be the sum of the products of the tendered unit.
- .3 That this Tender is valid for acceptance for 60 days from Tender Closing.
- .4 That measurement and payment for items listed in Subsection above.
- .5 To provide evidence of ability and experience within 7 days of request, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.

- .6 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within 14 days of written notice of award.
 - .7 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.
 - .8 That if certified cheque is forfeited, Owner will retain difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.
 - .9 That the Contract Documents include:
 - .1 Standard Specification for Municipal Services listed.
 - .2 Tender Form
 - .3 Form of Agreement
 - .4 Supplementary Specifications
(see the notes on construction drawings)
 - .5 Drawing:
 - Visitor information centre relocation 22-70
-

4. THE WORK

This project includes the following.

1. Construction of slab as per drawings at 158 Louise Street
2. Relocation and placing existing building at 49 Pine Tree Rd to the slab at 158 Louise Street
3. Sealing the relocated building to make weather tight.
4. Traffic Control & Oversized Load plan (as required)

(all security and boundary of work areas are the responsibility of the Tenderer)

Slab as per drawings

ESTIMATED CONTRACT PRICE	\$ _____
ADD HARMONIZED SALES TAX	\$ _____
TOTAL PRICE	\$ _____

Moving Building

ESTIMATED CONTRACT PRICE	\$ _____
ADD HARMONIZED SALES TAX	\$ _____
TOTAL PRICE	\$ _____

Sealing Relocated Building

ESTIMATED CONTRACT PRICE	\$ _____
ADD HARMONIZED SALES TAX	\$ _____
TOTAL PRICE	\$ _____

TENDERER'S HST REGISTRATION NO. _____

5. COMPLETION TIME

- .1 Tenderer agrees to complete the Work within _____ weeks of written notification of award.

6. SIGNATURES*

DATED THIS _____ DAY OF _____, 20 _____.

[Seal]

Name of Firm Tendering

Signature of Signing Officer

Witness

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

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

This Agreement made on the _____ day of _____ in the year 20__

BY AND BETWEEN

Town of Pictou

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

The Contractor shall:

- .1 Perform the Work required by the Contract Documents for

Building relocation - VIC

located at: 49 Pine Tree Road and 158 Louise Street, Pictou
Nova Scotia

and

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

- .3 commence the Work by the _____ day of _____ in the year _____ and attain Substantial Performance of the work as certified by the Owner by the _____ day of _____ in the Year _____.

ARTICLE A2 - AGREEMENTS AND AMENDMENTS

The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work, including the bidding documents that are not expressly listed in Article 3 of the Agreement.

ARTICLE A3 - CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in ARTICLE A1 subsection .1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract Documents.

- .1 STANDARD SPECIFICATION FOR MUNICIPAL SERVICES.
Table of Contents Dated July 2023.
- .2 Tender Form
- .3 Form of Agreement
- .4 Supplementary Specifications
(see notes on the construction drawing)
- .5 Drawing:
 - VIC Drawings (2 pages)

ARTICLE A4 - CONTRACT PRICE

- .1 The Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Prices in the Tender Form *excluding* the amount of Harmonized Sales Tax.
- .2 The Contract Price is \$ _____
- .3 All amounts shall be in Canadian funds and exclude value added taxes.
- .4 The amounts shall be subject to adjustment as provided in the Contract Documents.

ARTICLE A5 - PAYMENT

- .1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.
 - .2 The Owner shall pay the contractor a lump sum payment, for the total contract value, upon completion of the project.
 - .3 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section General Conditions, subsection GC11.1 - INSURANCE.
 - .4 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.
-

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES

.1 Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 *Working Days* of the date of mailing when addressed as follows:

.1 The Owner at: 40 Water Street, Pictou, NS, B0K1H0

.2 The Contractor at: _____

ARTICLE A7 - QUANTITIES AND MEASUREMENT

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

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

ARTICLE A8 - SUCCESSION

The aforesaid Contract Documents are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE A9 - RIGHTS AND REMEDIES

No action or failure to act by the Owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A10 - TIME

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

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

SIGNED AND DELIVERED
In the presence of:

OWNER

TOWN OF PICTOU
Name of Owner

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

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

THESE SUPPLEMENTARY GENERAL CONDITIONS AMEND THE DEFINITIONS AND GENERAL CONDITIONS

1. GC 11.2 - CONTRACT SECURITY

Page 31, delete GC 11.2.1 in its entirety and replace with the following:

"11.2.1 The Contractor shall, prior to commencement of the Work provide to the Owner a Performance and a Labour Materials Bonds, each in the amount of 50% of the Total Amount Payable or an irrevocable Letter of Credit in the amount of 20% of the Total Amount Payable. The Irrevocable Letter of Credit shall be issued by a certified financial institution for a period of no less than twelve (12) months after the issue of Substantial Performance Certificate. Include the cost of providing the Irrevocable Letter of Credit in Contract Price. Should it become apparent that the final cost of the project will exceed the Total Amount Payable by more than 10%, the Contractor shall arrange to have his bonds or Irrevocable Letter of Credit reissued, based on the projected final cost."

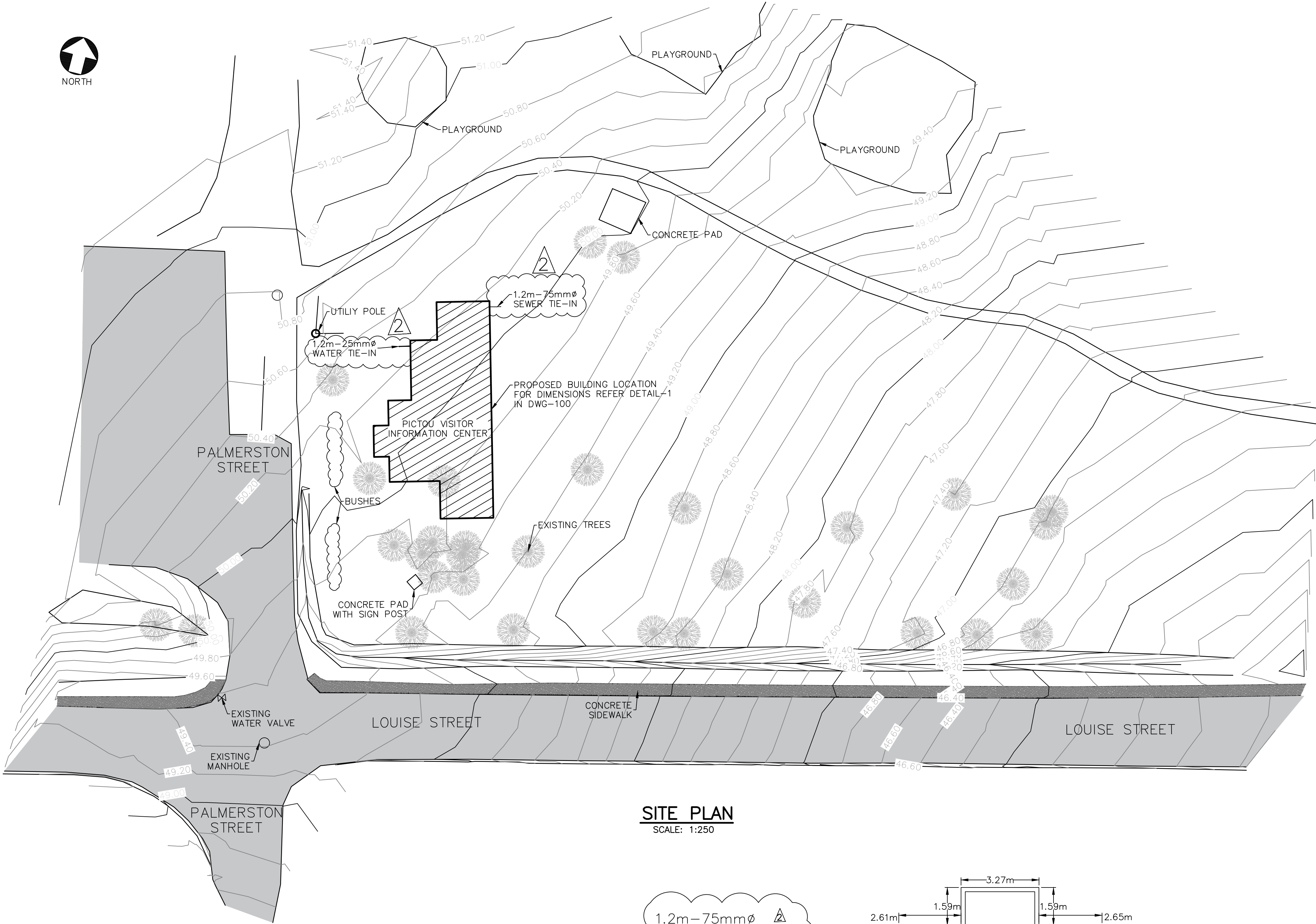
Page 31, add new clause GC 11.2.3 as follows:

"11.2.3 The Contract Security will be retained until the expiration of the Period of Maintenance."

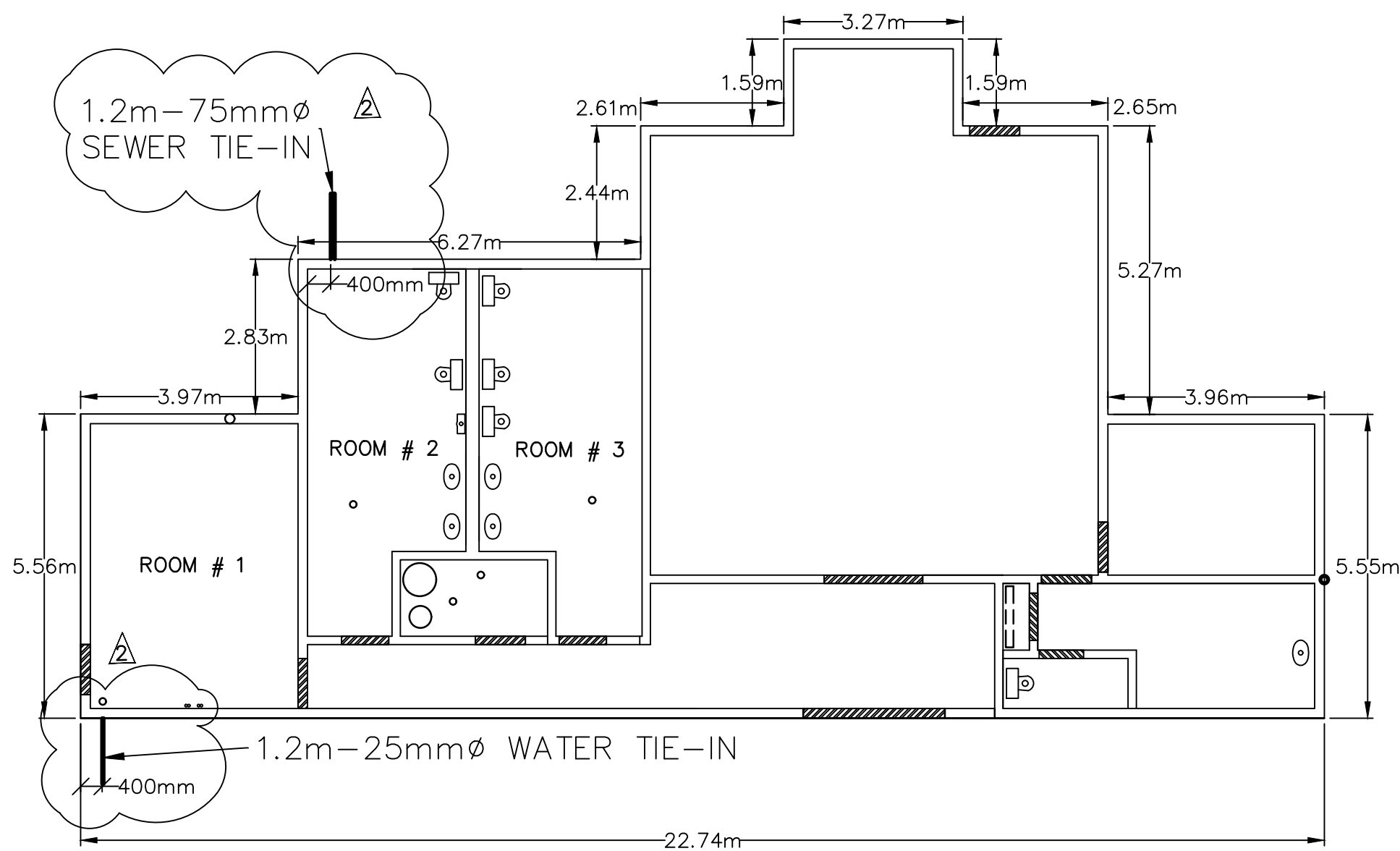
2. GC 12.3 - WARRANTY

Page 22, add new clause GC 12.3.7 as follows:

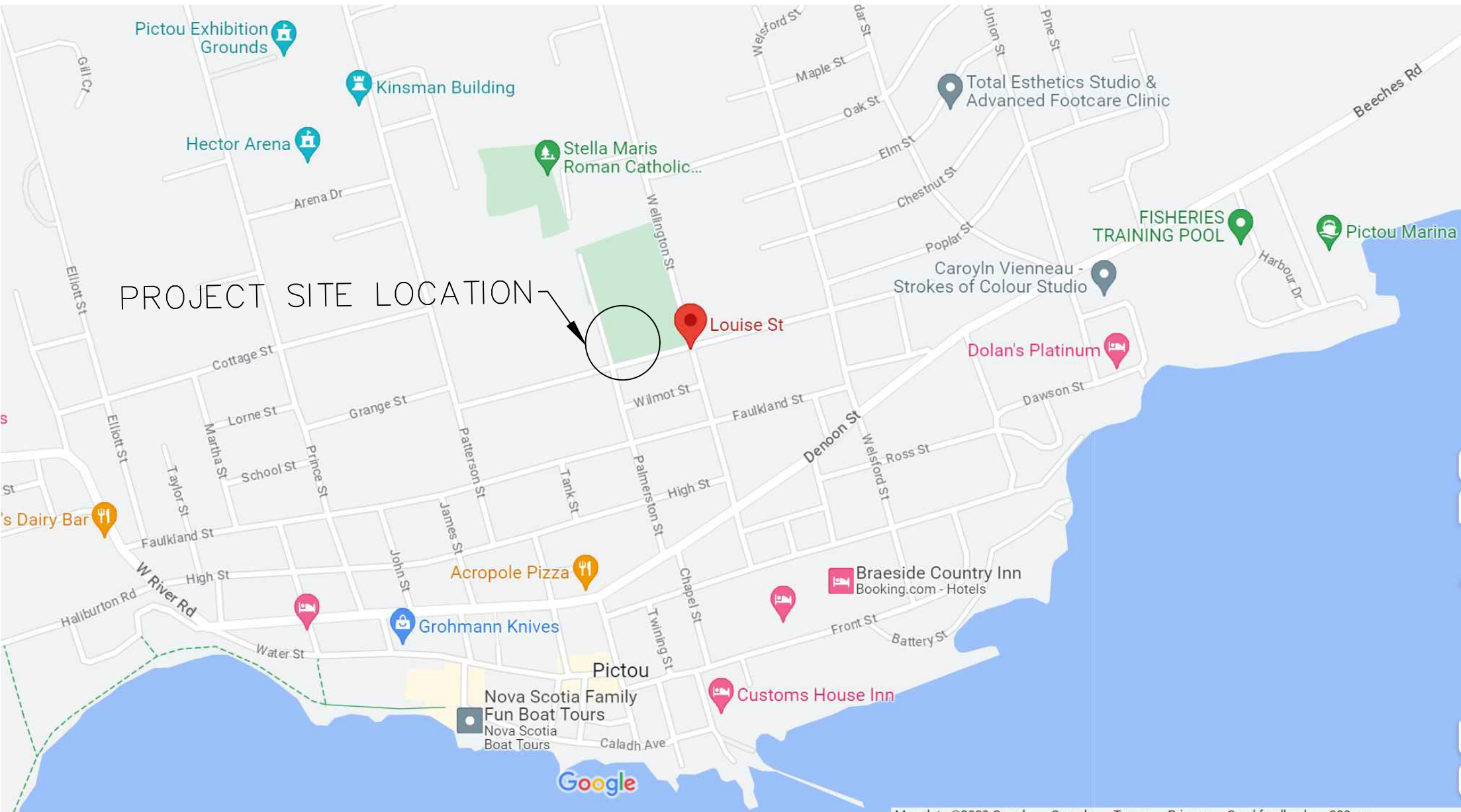
"12.3.7 All work of repair or replacement carried out during the Warrant Period shall be maintained for a period of one (1) year from the date of the Consultant's acceptance of the work of repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the Owner."



SITE PLAN
SCALE: 1:250



DETAIL-1
SCALE: 1:100



PROJECT SITE MAP
SCALE: NTS

2	23/08/21	ISSUED FOR REVIEW (WATER & SEWER TIE-INS)	AA	GAU	
1	23/07/07	ISSUED FOR REVIEW	AA	GAU	
NO.	DATE	REVISIONS	DWG.	CHK.	
<div>STRAIT ENGINEERING LIMITED</div> <div>PORT HAWKESBURY, NOVA SCOTIA</div>			<div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>DATE: 23/07/07</div><div><i>G. Laurichart</i></div><div>G. LAURICHART</div><div>5670</div><div>PROVINCE OF NOVA SCOTIA</div></div>		
CLIENT:					
TOWN OF PICTOU					
PROJECT:					
VISITOR INFORMATION CENTRE RELOCATION					
DWG.	TTR		PROJECT		
CHKD.	GAU		22-70		
APP.	HBM		DRAWING		
SCALE:	AS-SHOWN		100		
DATE:	AUG.2022				

CONCRETE NOTES

1.

ALL CONCRETE SHALL CONFORM WITH CSA-A23.1-04 REINFORCEMENT SHALL CONFORM TO CSA-G30.12. CONCRETE AND REINFORCEMENT SHALL BE DETAILED AND PLACED ACCORDING TO CSA-A23.3-04.
2.

CONCRETE REQUIREMENTS:

	28 DAY COMPRESSIVE STRENGTH	SLUMP (in.)	ENTRAINED AIR
FOUNDATION	4000 psi	3 ± 1	5-7%
3.

STEEL YIELD STRENGTH TO BE MIN. 400 MPa (60 ksi).
4.

MIN. SPLICE LENGTH:

BAR SIZE	LENGTH (in.)
10 M	8
15 M	20
5.

MIN. COVER FOR REINFORCEMENT:

LOCATION	COVER (in.)
BOTTOM/SIDE OF FOOTING	3
TOP OF FOOTING OR TOP OF FLOOR	2
6.

ALL WALL AND FOOTING REBAR TO HAVE CORNER LAP BARS-2FT.x2FT.
7.

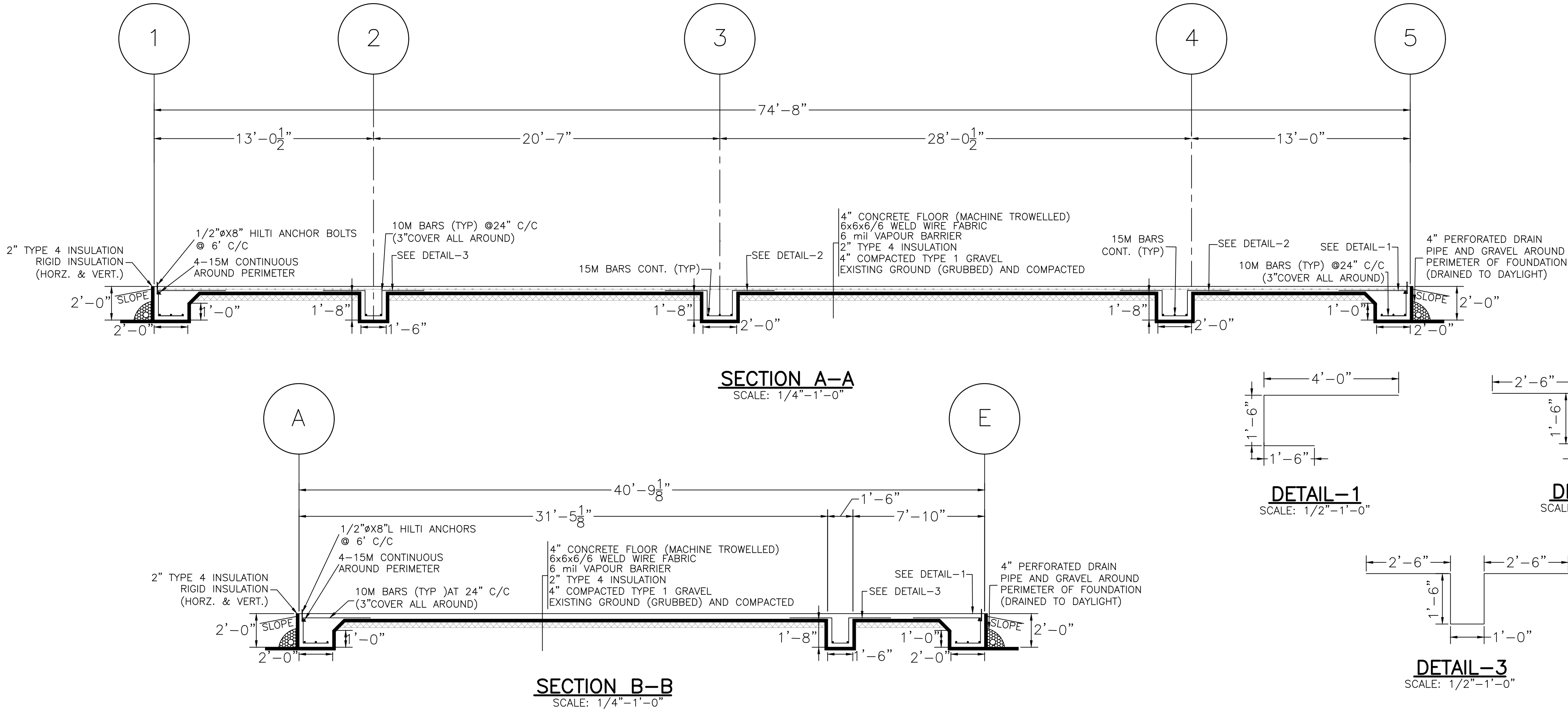
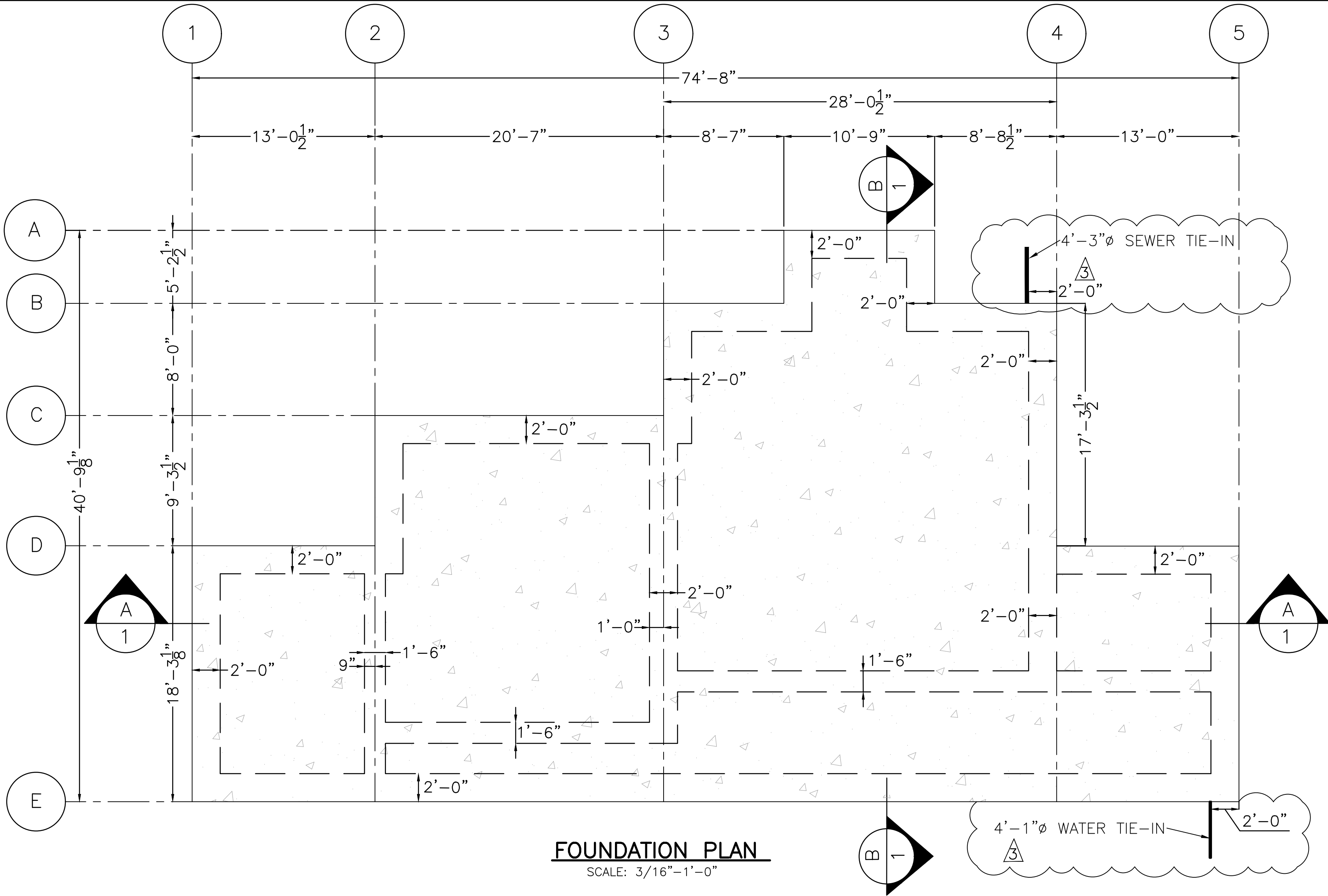
SLAB WWF 6X6x6/6 TO BE POSITIONED AS SHOWN IN THE MIDDLE OF THE SLAB.
8.

TOP OF FOUNDATION SLAB TO HAVE A MACHINED TROWELLED, LEVEL SMOOTH FINISH.

GENERAL NOTES

1.

THE CONTRACTOR TO VERIFY THE EXISTING DIMENSION OF THE BUILDING PRIOR TO FORMING THE NEW SLAB.



3	23/08/21	ISSUED FOR REVIEW (INCLUSION OF WATER & SEWER TIE-INS)	AA	GAU
2	23/07/06	ISSUED FOR REVIEW (REVISED SLAB DIM)	AA	GAU
1	23/05/26	ISSUED FOR REVIEW	AA	GAU
NO.	DATE	REVISIONS	DWG. CHK.	

STRAIT
ENGINEERING
LIMITED

PORT HAWKESBURY, NOVA SCOTIA

DATE: 23/05/26

GAURDHART

5670

PROVIDE OF NOVA SCOTIA

CLIENT:

TOWN OF PICTOU

PROJECT:

PICTOU VISITOR INFORMATION CENTER

DWG: AA	FOUNDATION PLAN & SECTION	PROJECT 22-70
CHKD: GAU		DRAWING 110
APP: DGM		
SCALE: AS-SHOWN		
DATE: MAY 2023		

INTENT OF THE SUPPLEMENTARY SPECIFICATIONS

- .1 The Work of this Contract is to be constructed in accordance with the Standard Specification for Municipal Services (Latest Revision) as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein.
 - .2 These Supplementary Specifications modify the specification section to which they refer.
 - .3 The Supplementary Specifications take precedence over the Specifications to which they refer.
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