



Halifax Regional
School Board

Tender #3892

PAVEMENT PATCHING SERVICES

VARIOUS LOCATIONS AS REQUIRED

Closing Date: WEDNESDAY MAY 24TH, 2017

Closing Time: 2:00:00 P.M.

Opening Time: 2:00:00 P.M.

Closing Location:

Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, N.S.
B3B 1X7

Purchasing Division Contact:

Jennifer King, Buyer
Tel: (902) 464-2000 Ext. 2223
Fax: (902) 464-0161
jking@hrsb.ca

Operations Contact:

Marie Fagan, Coordinator – Property Services, Custodial
Tel: (902) 464-2000 Ext. 2576
mfagan@hrsb.ca

To obtain documents:

Download tender documents in .pdf format from the School Board's Website:

<http://www.hrsb.ca/about-hrsb/financial-services/purchasing/tenders/tender-listing>

Table of Contents

	Page
1.1 Instructions to Bidders	3
1.2 Conditions of Tender	5
1.3 Other Requirements	9
1.4 Amendments	10
1.5 The Contract	10
1.6 Your Contract terms	11
2.0 Scope of Work	12
3.0 Contractors Information/Bid Forms	14
3.2 References	15
3.3 Sub-Contractors	15
3.6 Proposed Cost per Square Foot	17
APPENDIX “A” Sample Agreement (Do not Return with Bid)	18
APPENDIX “B” Project Safety Plan Including list of Equipment	34
APPENDIX “C” Contractor’s Guidelines	39
APPENDIX “D” Contractor’s Checklist	40

NOTICE – CEASATION OF PUBLIC TENDER OPENINGS

Bids will be opened at the time indicated on the cover sheet of this document. As of April 1, 2014 Public tender openings are no longer held for any tenders relating to goods, services or construction for HRSB. A list of bidders and bid amounts will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) shortly following the closing of the tender. All bid submissions are subject to evaluation after opening and before award of contract. The winning bidder and award amount will be posted on the HRSB Website and the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) after award.

1.0 **GENERAL**

The Halifax Regional School Board is seeking bids from qualified paving contractors for the supply of materials, labour, equipment to provide **PAVEMENT PATCHING SERVICES** as required, to the Halifax Regional School Board for a **THREE (3) TERM with an option to renew for TWO (2) ADDITIONAL ONE (1) YEAR TERMS at the sole discretion of the Board.**

1.1 **INSTRUCTIONS TO BIDDERS**

**TENDER
SUBMISSION:**

- (a) Sealed Bids will be received by:

Halifax Regional School Board
33 Spectacle Lake Drive
DARTMOUTH, N.S.
B3B 1X7

Until **2:00:00 P.M., WEDNESDAY MAY 24TH** for the following project:

TENDER #3892 PAVEMENT PATCHING SERVICES

- (b) Submit one (1) original tender on the enclosed tender form. Each item on the form **MUST** be completed unless noted otherwise. Bids **MUST** be signed by an authorized representative of the Contractor. Incomplete bids will be rejected. Bids **MUST** be submitted on or before the advertised time and date in a sealed envelope clearly marked:

TENDER #3892 PAVEMENT PATCHING SERVICES

- (c) It is the responsibility of the bidder to ensure their submissions are received by the Board on time. HRSB deems the correct time to be the time indicated on the phone clock on the Receptionist's desk at 33 Spectacle Lake Drive. Faxed bids **WILL NOT** be accepted. Offers submitted after the closing time/date shall be returned to the bidder unopened.
- (d) In the event that the HALIFAX REGIONAL SCHOOL BOARD office is closed due to inclement weather or any other reason on the date and at the time of closing, the Closing Date and Time will be extended one (1) business day. Proponents should note that closure of Schools does not necessarily mean closure of the Board's Regional Office.

- (e) Upon receipt of Bid Documents verify that documents are complete; notify the Board's Buyer by email to jking@hrsb.ca, should the documents be incomplete, or upon finding discrepancies or omissions in the Bid Documents.
- (f) Bidders will be deemed to have familiarized themselves with the existing site and working conditions and all other conditions which may affect the performance of the work. 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.
- (g) **Clarification & Addenda:**

Notify Jennifer King, Buyer, by email to jking@hrsb.ca no less than five (5) working days before Tender Closing of any questions, omissions, errors or ambiguities found in Contract Documents. If HRSB considers that correction, explanation or interpretation is necessary, a reply will be in the form of an addendum, sent by email, a copy of which will be posted on the novascotia.ca/tenders, CANS and/or HRSB website as applicable, and it is the responsibility of the Bidder to ensure all addenda are received and acknowledged.

Addenda must be issued by the Board no less than three (3) business days before tender closing. Addenda cover letters shall be signed and attached to the tender submission.

1.2 **CONDITIONS OF TENDER**

- (a) No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the Board or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.
- (b) Any changes to this tender or specifications shall be stated by the Board in writing. All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the office of the Halifax Regional School Board, c/o Purchasing Manager or representative.
- (c) Tender price must include freight and duty if applicable, and all taxes will be applicable at the time the contract is awarded. It is the responsibility of the bidder to find out from the appropriate authorities what taxes, rates and charges are applicable to this tender.
- (d) The Contractor is responsible for obtaining all provincial, municipal and other permits as required for the work, and shall adhere to all regulations from regulatory bodies, including the National Building Code, 2005. They shall pay all fees for these permits. Sub-trades are responsible for obtaining permits and following regulations as they affect their work.
- (e) Invoices shall be submitted to:

Halifax Regional School Board
c/o Coordinator – Property Services, Custodial
33 Spectacle Lake Drive,
DARTMOUTH, NS B3B 1X7

Contact information to be supplied to the successful bidder as part of the award confirmation.

Payment: Payment terms will be considered as Net 30 days from date of invoice.

- (f) Bidders or their employees **MUST NOT** be employees of the Halifax Regional School Board.
- (g) The bidder must comply with Nova Scotia Fire Safety Act and all Municipal Regulations, Ordinances and other laws including the Occupational Health and Safety Act.
- (h) Persons or firms submitting tenders shall be actually engaged in the line of work required by the specifications.
- (i) When applicable, a bidder shall list, in the space provided in Section 3.3, the names of the sub-contractors they propose to use with each sub-contractor's tender price. A change in sub-contractors from this list will require permission in writing from the Board.

- (j) Except as the specifications may be modified by Addenda, the successful contractor will be held to furnish under this tender all work as specified.
- (k) The contractor shall save and indemnify the Halifax Regional School Board against all costs which the School Board may sustain or incur by reason of any act or omission of the contractor or its' agents or sub contractors.
- (l) Property loss and/or damage that occurs during the course of work or caused by negligence on the contractor's part during the course of the work shall be reported by HRSB Operations Services to the School Insurance Program (SIP) office. Adjusters may be assigned to manage restoration of damaged, defaced or stolen HRSB property. HRSB and/or its insurer reserve the right to assign management of restoration to the adjuster. The contractor shall be responsible for all costs to repair or replace any School Board property, which has been damaged, defaced or stolen during the course of work.
- (m) The term of the contract will be **three (3) years** from the date of award **with an option to renew for two (2) additional one (1) YEAR TERMS at the sole discretion of the Board.**
- (n) Where the Tender Documents stipulate a particular product, written requests for substitutes **MUST** be submitted by email to jlking@hrsb.ca at least **FIVE (5)** business days before the day of closing. Such requests shall be accompanied by complete descriptive and technical information including MSDS so that a proper evaluation can be made.

When a request for approval of a product is made, the Board may grant approval and will issue an Addendum to this effect to known bidders.

All products used in the course of this work are to be used, stored, and maintained as per the instructions written on the MSDS sheet.

- (o) Time and Material costs must be provided as listed in Section 3.6.
- (p) **Right to Negotiate**
HRSB may, in its sole discretion:
 - 1) through the issuance by HRSB of its PO to the Bidder or Bidders, award to a Bidder or Bidders the Contract, based on its Tender, without further negotiation or documentation; or
 - 2) award to a Bidder or Bidders the right to negotiate and finalize such further documentation as HRSB determines to be necessary or advisable. The entering into of such negotiation by HRSB shall not fetter its discretion to award the Contract to other Bidders, not award any Contract, or otherwise under Section 1.2 (r) – HRSB Discretion.

(q) **Unique Logistics**

Completely describe how your Tender will respond to the unique logistics of each school or administrative site as set out in the Project Scope and fully describe, in the same manner, all items of equipment, service, and support you will provide to respond to those logistics and all pricing and other matters relating to them.

(r) **HRSB Discretion**

The Bidder hereby acknowledges that:

- a) HRSB shall have the right to reject any or all bids for any reason, or to accept any bid which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, bid will not necessarily be accepted and HRSB shall have the unrestricted right to:
 - i) accept any bid, and in the event it only receives informal, non-conforming or qualified Tenders with respect to this Tender, accept any such Tender; or
 - ii) accept a bid that is not the lowest price;
 - iii) reject a bid that is the lowest price even if it is the only bid received;
 - iv) reject any bid that contains any irregularities, informalities, conditions or qualifications;
 - v) reject any bid that is not accompanied by the required tender security documents;
 - iv) reject any bid that is not properly signed by or on behalf of the Bidder;
 - vi) reject any bid that contains an alteration in a quote that is not initialed by or on behalf of the Bidder;
 - vii) reject any bid that is incomplete or ambiguous; or
 - viii) reject any bid that does not strictly comply with other requirements contained in these instructions.
- b) HRSB reserves the right to consider, during the evaluation of bids:
 - i) information provided in the bid itself;
 - ii) information received in response to enquiries of credit and industry references set out in the Tender;
 - iii) the manner in which the Bidder provides services to others;
 - iv) the experience and qualification of the Bidder;
 - v) the compliance of the Bidder to HRSB's requirements and specifications;
 - vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Tender or otherwise,

- vii) splitting the Tender and Project Scope into multiple parts and accepting Tenders (or portions thereof) from more than one Bidder;
 - viii) rejecting Bidder's recommendation of a Subcontractor or any other third party associated with the Tender and jointly along with the Bidder, determine alternate acceptable third parties; and
 - x) any other consideration in HRSB's discretion;
- c) HRSB may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Tender, the Bidder acknowledges the HRSB's rights under this Section and absolutely waives any right or cause of action against HRSB and its employees, agents or Trustees by reason of HRSB's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise.

(s) **Limitation of Liability**

Bidder, by submitting a bid to this Tender, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this Tender and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRSB whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Tender, in participating in this tender process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this tender and any resulting process, discussions or negotiations.

1.3 OTHER REQUIREMENTS

- (a) Bidders are requested to provide with the submitted tender document a certificate indicating the completion of the **Nova Scotia Construction Safety Association's Construction Safety Program** or other safety audit program acceptable to Workers Compensation Board.
- (b) Bidders are requested to provide with the submitted tender document a letter showing they are in good standing with the **Worker's Compensation Board**.
- (c) Bidder are requested to provide with the submitted tender document, an insurance certificate showing proof of:
 - (i) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, owners and contractor's liability, attached machinery extensions, endorsement, independent contractor, for a combined single limit of no less than \$5,000,000 per occurrence;
 - (ii) Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence; and
 - (iii) It is also agreed that the above insurance coverage is primary.

Upon award, the bidder shall secure and maintain the insurance as noted above at its expense during the term of the contract.

The Halifax Regional School Board MUST be named as additionally insured pertaining to the work for this project. Furthermore, Halifax Regional School Board **MUST** receive at least thirty (30) days notice of cancellation or modification of the above insurance. Bidders **MUST** at all time keep in force insurance as may be required.

- (d) Bidders are REQUIRED to provide with the submitted tender document a completed copy of APPENDIX "B" Project Safety Plan that includes a listing of equipment. Prior to commencement of work the successful contractor **MUST** have a safety plan in place for use by the contractor's personnel regarding potential hazards and work practices.
- (e) Bidders are advised that, as per the Halifax Regional School Board Tobacco Free Schools and Workplace Policy, HRSB endorses and supports implementation of the Nova Scotia Smoke Free Places Act 2002, which prohibits tobacco possession for persons under the age of 19 and declares that no person shall smoke in schools, school board offices or on school grounds.

- (f) HRSB is directly responsible for the safety of its students and staff. Should contractors be required to work in or on school property while children are present, it is a **MANDATORY HRSB REQUIREMENT** that contractors assign the work to employees and/or sub-contractors who **DO NOT** have a **CRIMINAL RECORD and who ARE NOT LISTED ON THE CHILD ABUSE REGISTRY**. By checking the “Agreed” box at the bottom of clause 3.4 below you are confirming that you understand and will abide by this mandatory HRSB requirement. Failure to comply with this requirement may result in immediate contract termination.

1.4 **AMENDMENTS OR WITHDRAWAL OF BIDS PRIOR TO BID CLOSING**

- (a) Bids may be amended or withdrawn by post or facsimile up to the tender closing date and time by fax to (902) 464-0161 or by delivery to 33 Spectacle Lake Drive.
- (b) Clearly indicate on the fax transmission or submitted envelope, whether your correspondence is an **AMENDMENT OR WITHDRAWAL** and the title of the Tender. Sign and seal as required for bids, and submit to address listed in Clause 1.4 (a) above.

1.5 **THE CONTRACT**

1.5.1 Binding Effect of Proposal and Contract Finalization

The Bidder hereby acknowledges that its Bid constitutes a contract with HRSB, and the terms and conditions of this Tender and the bidder’s response (with the Tender taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon Bidder until the earlier of:

- a) written notice from HRSB that the Bidder’s Tender is rejected as unsatisfactory; or
- b) issuance by HRSB of its PO to the Bidder with respect to this Tender, pursuant to Section 1.2(r), and upon such issuance, the Bidder shall be regarded as the Contractor(s) hereunder, or;
- c) execution of the Contract by both HRSB and the Bidder pursuant to Section 1.2(r); or
- d) written notice from HRSB that it has entered a Contract with a Contractor and that the Bidder has been unsuccessful under this Tender.

1.5.2 Contract Documents

- 1.5.2.1 The attached form of contract (APPENDIX “A”) is a **SAMPLE** of the contract that shall be issued to or executed by the successful bidder pursuant to the terms and conditions of this Tender. It **IS NOT** to be executed and returned by the bidder as part of its bid response.

- 1.5.2.2 The Contract between the Contractor and HRSB, if awarded, will include:
- a) such further documentation as may be negotiated and executed by HRSB and the Contractor pursuant to Section 1.2(p); and
 - b) this Tender and all of its Schedules, including without limitation any PO issued by HRSB to the Contractor, and any revisions, amendments or additional documents made thereto, if any; and
 - c) the Tender, in its entirety and all promises made in the tender will be deemed covenants in the Contract and all information, representations and warranties made in the Tender will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRSB of any additional or formal documents prepared by the HRSB.
- 1.5.2.3 For the purposes of evaluation and interpretation of Tenders, in the case of conflicts, discrepancies, errors or omissions between this Tender and any documentation issued or executed pursuant to Section 1.5.1, and the Tender, this Tender and such documentation shall take precedence over the Bidder's response.

1.6 Your Contractual Terms

- 1.6.1 List separately any contractual terms which must be included as part of the Contract if awarded to you and which would be a condition to HRSB's acceptance of your bid.
- 1.6.2 List separately any contractual terms which you would like HRSB to consider but which would not be a condition to the acceptance by HRSB of your bid and which would only be part of the Contract with HRSB with specific further agreement of HRSB.

2.0 SCOPE OF WORK

- It is estimated that **50,000 to 80,000 SQUARE FEET of PAVEMENT PATCHING** will be required in **2017**, however, the Board **DOES NOT GUARANTEE** any square footage of work.
- The successful contractor(s) will supply pavement patching services on an **“AS REQUIRED BASIS”** This standing offer may be awarded in whole or in part to one or more service providers at the sole discretion of the Board for a three (3) year term with option to renew for two (2) additional one (1) year terms.
- All work will be assigned by the Coordinator of Property Services – Custodial.
- **PAVEMENT PATCHING MUST NOT** take place while students are present and all repairs **MUST** be completed prior to school starting each September.
- Contractor will be required to comply with HRSB **Contractor guidelines** (Appendix “C”) and submit completed HRSB work order document(s) with all invoices.
- This Standing Offer for Pavement Patching Services will be used for smaller, individual projects up to a max of **\$25,000** each. Larger projects with an estimated value **OVER \$25,000** will be publicly tendered/advertised. HRSB reserves the right to negotiate separate contracts with any number of contractors, as it deems is required to meet the needs of the HRSB.
- The successful contractor(s) will be required to sign a service agreement similar to the Sample Contract, APPENDIX “A”.
- Bidders **MUST** provide a listing of equipment – **See Safety Plan – Appendix B**
- Per square foot cost quoted **MUST** include all materials, equipment, labor and admin costs. No extras will be considered by the Board.
- Warranty provisions to be indicated if applicable.
- **Patch Repair shall consist of:**
 - Removal of all loose debris or other objectionable material from the area to be patched.
 - Tack coat the repair to extend a sufficient distance beyond the edge of the repair to allow for feathering of the patching asphalt material.
 - 3/8” asphalt compacted to a minimum of 3”.
 - Tapping and or rolling the repair.
- **Cut and Patch Repair shall consist of:**
 - Saw cut and tack coat the repair to extend a sufficient distance beyond the edge of the repair to allow for feathering of the patching asphalt material.
 - 3/8” asphalt compacted to a minimum of 3”.
 - Tapping and or rolling the repair

- The Halifax Regional School Board reaches from Hubbards to Mosher's River. Contractors must include any limitations to traveling outside of the metro area.
- For reference, the average patch paving size in 2015/16 was 2' x 2'. The average total per school site in 2015/16 was 2,300 sq. feet.

3.0 **FORM OF TENDER BIDDER DECLARES:**

- (a) That their bid was made without collusion or fraud;
- (b) That the proposed work was carefully considered;
- (c) That the bidder is familiar with local conditions;
- (d) That contract documents and attachments were carefully examined;
- (e) That all the above were taken into consideration in preparation of this tender.

3.1 **BIDDER AGREES:**

- (a) To enter into a contract to supply all labour, material and equipment and to do all work necessary to complete the Scope of Work as described and specified herein for the prices as per Article 3.5 – Proposed Cost Per Square Foot.
- (b) That this tender is valid for acceptance for 60 days from the time of tender Closing.
- (c) That failure to enter into a formal contract and to provide specified documents within the time required will constitute grounds for forfeiture of this agreement.
- (d) I/WE certify that the company listed on the Contractor's Information Sheet/Bid Forms herein is in good standing with the Halifax Regional Municipality Tax Collector and all Municipal, Provincial and Federal Tax Agencies. I/WE also certify that failure to complete this certification and maintain this status will be cause for rejection of our bid and/or cancellation of any contractual undertaking with the Board. We further agree with and accept the terms set out in this tender document.

CONTRACTOR'S INFORMATION/BID FORMS

TENDER #3892
PAVEMENT PATCHING SERVICES

FIRM _____

ADDRESS _____

E-MAIL ADDRESS _____

POSTAL CODE _____ PHONE _____ FAX _____

NAME OF PERSON SIGNING FOR FIRM _____

POSITION OF PERSON SIGNING FOR FIRM _____

I/WE, the undersigned, having carefully examined the **#3892 Pavement Patching** tender documents, and having read, understood, and accepted the Conditions of the tender which form part of the tender documents, hereby offer to provide the materials and service in strict accordance with the **#3892 Pavement Patching** documents, which form part of this r tender.

I/WE, hereby agree that notification of acceptance of this bid shall be in writing and may be sent by prepaid post or fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

DATE

AUTHORIZED SIGNATURE

3.2 REFERENCES:

The Bidder shall furnish particulars of at least three contracts successfully completed or currently being carried to completion. The projects quoted should preferably be approximate in nature to the Works now proposed for and be of comparable or greater size.

Contact Name & Phone #	Date	Contract Value
_____	from _____ to _____	_____
_____	from _____ to _____	_____
_____	from _____ to _____	_____
_____	from _____ to _____	_____

3.3 SUB CONTRACTORS:

The Bidder shall enter the name and address of each Sub-Contractor used in making up this Tender. Only one Sub-Contractor shall be named for each part of the work to be sublet.

Subcontractor/Suppliers/Manufacturers	Service/Material

3.4 **PROJECT PERSONNEL:**

The tender shall include below, the names qualifications and previous experience of those people who will be directly involved with the project. The names shall, for example, include foreman, superintendent, and project engineer and/or project manager, labourers and trade staff.

Name	Position	Qualification/Experience

HRSB is directly responsible for the safety of its students and staff. Should contractors be required to work in or on school property while children are present, it is a MANDATORY SCHOOL BOARD REQUIREMENT that contractors assign the work to employees and/or sub-contractors who DO NOT have a CRIMINAL RECORD and who ARE NOT LISTED ON THE CHILD ABUSE REGISTRY. Failure to comply with this requirement may result in immediate contract termination.

By checking the “Agreed” box you are confirming that you understand and will abide by this mandatory School Board requirement.

Agreed

3.5 **PROPOSED COST PER SQUARE FOOT**

The “per square foot” cost quoted must include all materials, equipment, labor and admin costs. No extras will be considered by the Board. ****DO NOT include HST in your pricing.**

	PATCH REPAIR PER SQUARE FOOT	CUT & PATCH REPAIR PER SQUARE FOOT
COST PER SQ FOOT (JUNE 2017 – MAY 2018)	\$ _____	\$ _____
COST PER SQ FOOT (JUNE 2018 – MAY 2019)	\$ _____	\$ _____
COST PER SQ FOOT (JUNE 2019 – MAY 2020)	\$ _____	\$ _____
COST PER SQ FOOT (OPTIONAL YEAR 1)	\$ _____	\$ _____
COST PER SQ FOOT (OPTIONAL YEAR 2)	\$ _____	\$ _____

BIDDERS HST REGISTRATION NO. _____

3.6 **SIGNATURE:**

SIGNED AND DELIVERED
in the presence of:

CONTRACTOR[Seal]

Company name

Signature of Signing Officer

Signature of Witness

***Note:** Bids submitted **Must** be signed by a duly authorized officer or agent

SAMPLE ONLY – DO NOT RETURN WITH BID FORMS

AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT made the *XX day of APRIL A.D. 2017*.

BETWEEN:

THE HALIFAX REGIONAL SCHOOL BOARD

(the "Board")

OF THE FIRST PART

- and -

CONTRACTOR'S NAME

(the "Contractor")

OF THE SECOND PART

RECITALS

WHEREAS the HRSB has analyzed its needs and requirements for ***PAVEMENT PATCHING SERVICES***;

AND WHEREAS based on the HRSB's analysis, the HRSB prepared a detailed TENDER setting out their needs and requirements in "**TENDER #3892**", a copy of which is incorporated and forms part of this agreement and is identified as Schedule "A" hereto.

AND WHEREAS the HRSB submitted the TENDER to a number of companies capable of providing ***PAVEMENT PATCHING SERVICES***;

AND WHEREAS **CONTRACTOR'S NAME** provided a detailed response to **TENDER #3892** (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS **CONTRACTOR'S NAME** in the Response made certain representations with respect to its capabilities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and such further valuable consideration, the sufficiency of which is acknowledged between the parties, the parties agree as follows:

SCOPE OF WORK

- 1.0 The services to be performed by the Contractor for the Board are outlined in the Scope of Work, of **TENDER #3892**, a copy of which is attached to this Agreement in Schedule A.
- 1.1 The services outlined in Appendix A may be adjusted from time to time by mutual agreement between the Board and the Contractor.

TERM

- 2.0 This Agreement shall be in effect from and including the **1st day of JUNE, 2017 and shall continue for THREE (3) years until 31th of MAY 2020, with TWO (2) ONE (1) year options for renewal at the discretion of the Board**, unless terminated or renewed in accordance with the terms of this Agreement.

SATISFACTORY PERFORMANCE

- 3.0 The Contractor agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the Board from time to time in a competent and a professional manner to the satisfaction of the Board, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the Board.

PAYMENT PROCEDURE

- 4.0 Invoices shall be submitted by the Contractor to: **Marie Fagan, Coordinator of Property Services – Custodial, Halifax Regional School Board, 33 Spectacle Lake Drive, DARTMOUTH NS B3B 1X7**
- 4.1 Upon determining that the work evidences completion by the Contractor of the portion of the Agreement to which the invoice relates, the Board shall cause the invoice to be paid.

WITHHOLDING PAYMENT

4.0 The Board shall be entitled to withhold payment to the Contractor:

(a) Where there is unsatisfactory performance of the services to be performed by the Contractor as described under articles 1.0, 3.0 and 5.1 of this Agreement;

(b) For any portion of the invoice which the Board disputes;

(c) To the extent necessary to protect the Board in respect of any liability for amounts required to be paid by the Contractor pursuant to articles 8.0, 8.1, 9.0, 9.1, 9.2, 10.0, 10.1, 10.2 and 10.3 if there is a reasonable probability that such amounts or claims may be assessed or made against the Board; and

(d) As provided in article 11.1.

5.1 In the event of there being unsatisfactory performance by the Contractor, then the Board shall notify the Contractor of the circumstances surrounding the unsatisfactory performance of the services rendered and the Contractor shall correct, complete and remedy all such deficiencies relating to the unsatisfactory performance of the services to be rendered within ten (10) days written notice having been given to the Contractor by the Board of such deficiencies.

EXPENSES

6.0 All expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the Contractor inclusive of all costs incurred by the Contractor in hiring other employees to perform the services under this Agreement.

INDEPENDENT CONTRACTOR

- 7.0 The Board and the Contractor agree that the Contractor is an independent contractor and not an employee of the Board, nor is the Contractor a partner with the Board.
- 7.1 The Board and the Contractor agree that any personnel supplied by the Contractor to the Board shall be considered employees of the Contractor and not employees of the Board.

WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS

- 8.1 The Contractor shall pay or cause to be paid any assessment or contribution required to be paid by the Contractor in conjunction with the performance of the services to be rendered under this Agreement pursuant to the *Workers' Compensation Act* (Nova Scotia) and shall indemnify the Board for any amounts assessed against and paid by the Board as a result of the failure by the Contractor to comply with the provisions of this article or the *Workers' Compensation Act*.
- 8.2 The Contractor shall be responsible to deduct from the payments received from the Board, the amount, if any, of the Contractor's required contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission.

TAXES

- 9.0 The Contractor shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.
- 9.1 The Board shall have an obligation to pay the goods and services tax on invoices submitted pursuant to article 4.0 unless the Contractor provides identification of its goods and services tax registration number on the respective invoice and identifies the total amount of goods and services tax on the invoice.
- 9.2 In the event that the Contractor does not invoice the Board for the goods and services tax, the Contractor shall indicate on the invoice the basis upon which the Contractor is exempt from the obligation to collect and remit the goods and services tax.

INSURANCE

- 10.0 The Contractor agrees to obtain and maintain, for the duration of this Agreement, comprehensive general liability insurance in an amount not less than \$5,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.

- 10.2 Where applicable, Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Proponent and used in connection with this Contract.
- 10.3 Such insurance shall include blanket contractual liability.
- 10.4 Evidence of such insurance in a form acceptable to the Board shall be provided to the Board prior to the date of the commencement of this Agreement.
- 10.5 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to the Board, and shall indemnify and save harmless the Board for any costs that may be incurred as identified under article 11.

INDEMNIFICATION

- 11.0 The Board shall indemnify and save harmless the Contractor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Board, its employees and agencies in the performance by the Board of this Agreement.
- 11.1 The Contractor shall indemnify and save harmless the Board, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Contractor, his employees and agencies in the performance by the Contractor of this Agreement.
- 11.2 The above indemnification shall survive the termination of this Agreement.
- 11.3 If any third party proceedings are commenced in any court against either the Board or the Contractor in respect of any matter covered by the terms of this Agreement, then such party against whom the proceedings are commenced shall immediately provide notice in writing to the other party of such proceedings.

TERMINATION

- 12.0 This agreement may be terminated by the HRSB at any time during the term, in whole or in part, in HRSB's sole discretion without cause or liability to Contractor, by HRSB providing to Contractor at least ninety (90) days prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.

- 12.1 In the event that the Contractor is incapacitated or there is some other cause which may prevent the Contractor from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board, then the Board may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the Board shall be under no obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.2 In the event of the lack of satisfactory performance by the Contractor of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the Board may terminate this Agreement immediately upon providing written notice to the Contractor where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the Board being under no further obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.3 In the event that the services provided by the Contractor under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the Board's operations, the Director of the department affected by this agreement shall give to the Contractor at least 24 hours written notice by facsimile, sent to the facsimile number given by the Contractor in this Agreement, of the Board's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.
- 12.4 After the suspension of services, in the event that the Board wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the Board will give the Contractor written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of

the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the Contractor cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.

12.5 Notwithstanding the next preceding Article, the Board shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

Dispute Resolution

Arbitration:

13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the Commercial Arbitration Act (Nova Scotia), subject to the following:

- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
- (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
- (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree

and will be conducted in the English language.

- (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.
- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

CONFIDENTIALITY AND OWNERSHIP OF PROPERTY

- 14.0 All pertinent resources, information, material and papers prepared or provided by the Contractor for the Board in the performance of this Agreement, shall be the sole property of the Board.
- 14.1 As part of the consideration required of the Contractor under this Agreement, the Contractor agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the Board.

COMPLIANCE WITH LAWS AND POLICIES

- 13.0 In performing the services under the terms of this Agreement, the Contractor and its employees shall comply with all of the Board's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.
- 14.1 If unfamiliar with Board policies and regulations, the Contractor shall request, review and abide by all pertinent Board policies and regulations, including but not limited to, the Code of Conduct expected of employees of the Board.

NON-ASSIGNABILITY

- 16.0 The Contractor agrees not to assign, transfer, or convey, pledge or encumber this Agreement or the right, title or interest in it, or the power to execute this Agreement, or any monies due or to become due under it, without the consent in writing of the Board.

INCONSISTENCY

- 17.0 In the event that any term of this Agreement is inconsistent with or in violation of any provision of any law of the Province of Nova Scotia or the Dominion of Canada, then this Agreement is deemed to be amended to the extent required to avoid such inconsistency or illegality and, if any term of this Agreement is annulled, the remainder of this Agreement shall remain in full force and effect.

NOTICE

18.0 All notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing and be personally served or delivered by prepaid registered mail addressed to such other party or delivered to such other party as follows:

To the Board at:

***Kathryn Burlton, Manager of Accounting & Purchasing
Halifax Regional School Board
33 Spectacle Lake Drive
DARTMOUTH NS B3B 1X7***

To the Contractor at:

***CONTACT NAME
CONTRACTOR'S NAME
CONTRACTOR'S ADDRESS***

18.1.1 Any notice, request, demand or other communication given by prepaid registered mail shall be deemed to have been received on the fourth business day following the date on which the notice was mailed.

18.1.2 In the event of a disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be deemed to have been duly given if personally delivered at the above addresses.

SUCCESSORS

19.0 This Agreement shall enure to the benefit of and be binding upon, the parties to this Agreement, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

CONTRACTOR'S NAME	
_____	_____
Signing Authority Name	
	Date

Witness	

HALIFAX REGIONAL SCHOOL BOARD	
_____	_____
Kathryn Burlton, Manager of Accounting & Purchasing	
	Date

Witness	

CONTRACT SCHEDULE A

HRSB TENDER DOCUMENT

**(PROVIDED TO ALL BIDDERS AND ON FILE BY TENDER NUMBER AT HRSB PURCHASING
DIVISION)**

CONTRACT SCHEDULE B

CONTRACTOR'S BID RESPONSE TO TENDER

(ON FILE BY TENDER NUMBER AT HRSB PURCHASING DIVISION)



Appendix B - Project Safety Plan Outline

During the planning of each project, environmental and occupational health and safety issues will be assessed like any other key project component.

Prior to beginning a new project, tendering contractors shall examine the work area to identify potentially hazardous site specific situations.

Once identified, these hazards should be prioritized on this Hazard Assessments/Project Safety Plan Outline and corrective *actions* noted to eliminate or control each hazard. The dates of when and names of the persons who are responsible for completing the *action* should also be assigned.

Copies of the completed Safety Plan Outline shall be submitted as part of the tender document submittal, sent to the HRSB Operations Services Regional Manager, made available on the job site and communicated to the workers.

Project Name: **PAVEMENT PATCHING**

Project Location: **VARIOUS LOCATIONS AS REQUIRED**

Project Start date: _____

Project End date: _____

Company Name: _____

Completed by: _____
(contractor's project manager)

Date: _____

Copy to: _____

PLANNING:

Does the Contractor's Occupational Health and Safety Program deal with the work activities associated with this project? Yes No

Describe tasks to be undertaken: _____

HAZARDS ASSESSMENT:

Identify the hazards that could present themselves on this project (e.g. live electrical wires, over water, confined space, etc) and describe what steps will be taken to prevent an incident (e.g. cover up, de-energize, safe work practices, netting, etc). Prioritize from #1 as needing immediate action.

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

ENVIRONMENTAL ASSESSMENT:

Identify the environmental issues that could present themselves on this project (e.g. oil spills, asbestos, etc.) and describe the action that will be taken to eliminate or reduce the risk of occurrence (e.g. mop kits, air sampling, etc.)

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				

EMERGENCY RESPONSE:

In the event of an incident, pre-plan the response and write up the procedures. Minimally, the following list should be completed and posted on site:

Contact	Phone #	Contact	Phone #
Fire	911	Poison Control	428-8161
Ambulance	911	Dangerous Goods	1-800-565-1633
Doctor	911	Waste Disposal	
Police	911	Insurance	
HRSB Office	493-5110	Min/Dept of Labour	1-800-952-2687
Min./Dept.of Transport.		Min/Dept of Environment	1-800-565-1633

- Identify and arrange source of first aid, ambulance and rescue.
- Accidents will be reported to: _____
- Accidents will be investigated by: _____
- Back-up call to: _____
- HRSB # emergency/after hours: day 493-5110 after 4:00 pm 442-2476

SAFETY MEETINGS:

On this project, given the nature of the work and the anticipated size of the work force, the following frequency will apply:

Site meetings _____

Site Audits _____

Follow up with HRSB Manager: _____

SITE IMPLEMENTATION:

- Health and Safety Rep & Safety Committee:
Establish liaison between HRSB, contractor, site administration
First Aid, PPE, other safety items as required.

- Documentation:
Applicable MSDS
Safety program
Applicable work procedures
Permits
First Aid Certification

TRAINING:

The following training/testing will be mandatory on site:

1) _____

2) _____

3) _____

APPENDIX "C"

Operations Services Contractor Guidelines



For issues relating to services provided by the HRSB Operations Services Department, the following guidelines may be of some assistance to help managers improve efficiency of service to schools from contractors.

1. Contractors must only perform work in schools after receipt of approval from Operations Services Department. For capital projects, no contractor shall commence work until the appropriate contract has been signed and the site visit completed.
2. Projects being proposed by school administration must be reviewed by Operations Services Department and funding allocation determined prior to start of work.
3. In order for contractors to be paid, HRSB Purchasing Division MUST have received a copy of a letter of good standing from Workers Compensation.
4. Contractors must have (and provide proof upon request) \$5,000,000.00 liability insurance.
5. Contractors must have completed certificate from Nova Scotia Construction Safety Association or other WCB approved agent.
6. All work must be in accordance to applicable codes and by-laws.
7. Contractor personnel must always report to main office when first arriving at schools to identify who they are and advise why they are there PRIOR to starting any work.
8. Do not leave vehicles running on school grounds.
9. Do not enter school playground areas with vehicles while students are present.
10. Contractor must be familiar with and follow all OH&S Act requirements.
11. No smoking on HRSB property.
12. Do not dump refuse in HRSB refuse and/or recycling containers. Contractors must remove debris from site and properly dispose of as part of the scope of work.
13. Contractors are not to be given keys/codes to school buildings. If work must be performed inside buildings after regular caretaker or custodial hours, then staff should be assigned to accompany them during this time. Contractors must allow for this requirement in the proposed cost.
14. Caretakers have the right to question contractors regarding their work instructions and/or procedures if they feel the health and safety of building occupants is being compromised by the work.
15. Work must be verified by an HRSB Operations Services department manager/supervisor or other personnel prior to approval/payment of the invoice. In some cases this may be provided by the caretaker with a signature of receipt on the work slip to be submitted with the contractor's invoice, i.e. window repairs.
16. Work orders shall be generated for all work completed by contractors. Contractors must complete the appropriate spaces in the work order, get signed off by a school representative and submit the completed work order with the invoice.
17. Managers must randomly select contractor projects for on-site inspections each month to ensure the contractors have completed all necessary work and that the invoice amount matches the authorized work.

APPENDIX D

CONTRACTOR'S CHECKLIST

Enclose the following documents with your proposal:

- Signed and completed** Contractor Information/Bid Forms (pages 14 through 17).

- Certificate of Insurance*** indicating a minimum of \$5,000,000 Commercial General Liability insurance per occurrence and Commercial Auto Liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence

- Workers' Compensation Board Letter*** of Good Standing

- Nova Scotia Construction Safety Association Certificate*** of Completion

- Complete and return the HRSB Project Safety Plan (APPENDIX B)** provided in this package ***including the Contractor's List of Equipment***. Successful contractors must submit a copy of your own company's safety plan upon award.

- Applicable Warranty Information***