

Town of Pictou

Town of Pictou



Birthplace of New Scotland

Standing Offer:

Salt Hauling 2025

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Reviewed By: Kyle Slaunwhite

November 25

Contract #: SO-2025-4

<u>HEADING</u>	<u>PAGE</u>
INFORMATION TO TENDERERS	1
TENDER FORM	5
FORM OF AGREEMENT	10
SUPPLEMENTARY - GENERAL CONDITIONS	15
SUPPLEMENTARY - SPECIFICATIONS	16

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: Standing Offer - Salt Hauling 2025
LOCATION: Pictou, NS
OWNER: Town of Pictou
40 Water Street
Pictou, NS, B0K1H0

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

TENDER

Standing Offer: Salt Hauling 2025

SO-2025-4

Closing at 3:00 p.m., local time November 20, 2025.

Town of Pictou

Iain MacIsaac

Town of Pictou
40 Water Street
Pictou, NS, B0K1H0

2. Tender Opening .1 Opening will be private.
3. Accuracy of Referencing .1 Indexing and cross-referencing are for convenience only.
4. 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.
5. Tenderers to Investigate .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.
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6. Clarification and Addenda
- .1 Notify Pictou's Town Project Manager not less than 2 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.
7. Preparation of Tender
- .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.
8. Taxes
- .1 Include all taxes except Harmonized Sales Tax (HST) in tender unit prices.
9. Insurance
- .1 Refer to General Conditions, subsection GC11.1 - INSURANCE, for insurance required.
10. Form of Agreement
- .1 Form of Agreement is attached.
11. Amendment or Withdrawal of Tender
- .1 Tenders may be amended or withdrawn by post, facsimile or email before Tender closing date.
 - .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 Standing Offer SO-2025-4". Sign and seal as required for Tender, and submit at address given for receipt of Tenders prior to Tender Closing.
13. Informal or Unbalanced Tenders
- .1 Tenders which, in the opinion of the Owner, are considered to be informal or unbalanced may be rejected.
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14. 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.
- .2 The Town also reserves the right to waive any formality, informality, or technicality in any proposal.
- .3 The Town reserves the right to negotiate terms, units and items listed in Section 4 Schedule of Quantities and Units Prices with the successful proponent.

15. 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.
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1. SALUTATION:

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

.2 For: SO-2025-4
Standing Offer
Salt Hauling 2025

.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.
- .6 I (We) propose to engage our own forces and/or subcontractors on the various sections of the Work as stated below:

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
-

- .2 That the Estimated Contract *Price* shall be the sum of the products of the tendered unit prices times the estimated quantities in Subsection 4 hereunder.
- .3 That the Owner, in evaluating a tender, will be guided by the following:
- .1 Where the bids submitted in response to an invitation to bid are higher than the estimated contract value, bids shall not necessarily be invalidated for this reason.
- .2 If the lowest competent bid is within fifteen percent (15%) of the estimated contract value, the Owner may choose to:
- .1 Award the contract for the bid amount.
- .2 Negotiate changes to the scope of work with the lowest competent tenderer (within the framework of the original tender call, including all subcontractors listed) to achieve an acceptable contract price. If negotiations fail, the Owner can make changes to the scope of work and re-tender the work.
- .3 If the lowest competent tenderer is greater than fifteen percent (15%) over the estimated contract value, the Owner may choose to:
- .1 Award the contract for the bid amount.
- .2 Make major changes to the scope of work (ten percent (10%) of the estimated contract value or greater) and re-tender the work.
- .3 Make minor changes to the scope of work (less than ten percent (10%) of the estimated contract value) and negotiate changes with the lowest competent tenderer to achieve an acceptable contract price. If negotiation fails, the Owner can make changes to the scope of work and re-tender.
- .4 That this Tender is valid for acceptance for 60 days from Tender Closing.
- .5 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Measurement and Payment.
- .6 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.
- .7 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.
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- .8 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.
 - .9 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.
 - .10 That, in accordance with Section 00 72 45 - General Conditions of the Civil Works Contract, subsection GC 34.4, Liquidated Damages shall be calculated and payable at the rate of \$1,000.00 per working day during any Period of Delay.
 - .11 That the Contract Documents include:
 - .1 Standard Specification for Municipal Services listed in Table of Contents Page Dated November 2025.
 - .2 Tender Form
 - .3 Form of Agreement
 - .4 Supplementary Specifications
(see the notes on construction drawings)
 - .5 Drawings;
 - .6 Addenda as issued and as confirmed in subsection 2.4 of this section.
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4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Quantities expressed in this section are estimates based on previous year's salt use.

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
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EARTHWORK

The Town has engaged trucking companies for between 500 and 600 tonnes of salt per year from the Windsor Salt Mine located at 106 Sheas Island Rd, Pugwash, NS. The delivery location is 40 Browns Point Rd, Pictou Nova Scotia. Preference is for trucks with a live bottom. This is for information purposes only and shall not be used as actual guaranteed work.

1.	Salt Hauling	Tonne	<u>500</u>	_____	_____
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TENDERER'S HST REGISTRATION NO. _____

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.

END

**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 Owners'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."

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.
- .4 The award of this contract is contingent upon approval from Nova Scotia Environment and any other ruling government agencies
- .5 In order that such availability is always present, the successful bidder must provide the following modes of communication:
 - Phones at place of business including an emergency on-call number 24-hour per day.
 - Fax at place of business
 - Cellular telephones for service crew(s)
 - Email at place of business
- .6 All work under this Price Agreement will be originated by Town of Pictou staff. Under no circumstance is the successful bidder(s) to initiate work without the direct approval of one of the authorities indicated above.