



**WEST HANTS REGIONAL MUNICIPALITY**  
**INFORMATION TO TENDERERS – SECTION 1**

Municipality: West Hants Regional Municipality  
100 King Street  
Windsor, Nova Scotia, B0N 2T0

Contact Persons: Karrie Ritchie                      Brad Carrigan, P.Eng.  
Public Works Admin                      Project Engineer  
kritchie@westhants.ca                      bcarrigan@westhants.ca

**1. Tender Submission:**

- 1.1 Tenderers are invited to register for automatic updates by sending an email request; include the Tender # in the title to [kritchie@westhants.ca](mailto:kritchie@westhants.ca). Please note that this email address is not to be utilized for bid submissions; only registration and bid clarification inquiries. Official electronic bid submission must be submitted in accordance with Section 1.7.
- 1.2 Tenderers must have a current and valid Letter of Good Standing issued by the Nova Scotia Construction Safety Association or an approved WCB Safety Certifying partner. A copy of which must be submitted with tender.
- 1.3 Out of province companies shall submit, with their Tender, a current and valid Letter of Good Standing from a member of the Canadian Federation of Construction Safety Association (CFCSA) or from a recognized safety association which utilizes an external audit element. A copy of which must be submitted with tender.
- 1.4 Tenderers must satisfy all requirements under the Nova Scotia OHS Act and applicable regulations prior to being awarded a contract.
- 1.5 Tenderers must supply a Certificate of Good Standing from the Workers Compensation Board of Nova Scotia. A copy must be submitted with tender.
- 1.6 Submit completed Tender documents in a sealed envelope, marked as:

**Tender # WWHPW21-04**  
**Asphalt Paving Standing Offer Quotation**

**Closing at 2:00 p.m. local time, April 15, 2021**

TO: West Hants Regional Municipality  
Public Works Administration Office  
100 King Street  
Windsor, Nova Scotia, B0N 2T0

- 1.7** Electronic (email) submissions will only be accepted if all the following criteria are met:
- a. The entire bid document is presented and issued in Adobe PDF format;
  - b. The PDF documents are emailed to WWH Document Control ([documentcontrol@westhants.ca](mailto:documentcontrol@westhants.ca)) by no later than 2:00pm Atlantic Daylight Time, of the stated closing date;
  - c. Emails must contain both of the following:
    - i. A subject line which reads:  
Electronic Bid #WWHPW21-04: Asphalt Paving Standing Offer Quotation; and
    - ii. "Read Receipt" must be turned on, which will be acknowledged by staff upon opening of the email submission.

All PDF documents received will remain unopened until at least 2:01 pm on the stated closing date. At which time, they will be opened by municipal staff along with any hard-copy bids received by letter/courier mail.

**2. Fuel Adjustment:**

- 2.1** There is NO fuel adjustment for this tender.

**3. Tender Opening:**

- 3.1** Tenders will be opened on 4/15/2021. Opening will be at 2:15 pm at the Public Works Administration Office, 100 King Street, Windsor, Nova Scotia.

**4. Document Deposit:**

- 4.1** None Required

**5. Accuracy of Referencing:**

- 5.1** Indexing and cross-referencing are for convenience only.

**6. Conditions of Tendering:**

- 6.1** The Tenderer is fully responsible for understanding the content requirements of all Contract Documents in preparation of Tender. Refer to Form of Tender, Subsection 3.3.1 for a complete list of Contract Documents.

**7. Tenderer to Investigate:**

- 7.1** Tenderers will be deemed to have familiarized themselves with existing sites and all other conditions which may affect performance of the contract. No plea of ignorance of such conditions because of failure to make all necessary

examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

**8. Clarification of Addenda:**

- 8.1** Notify Municipality not less than five (5) working days before Tender closing of omissions, errors, questions or ambiguities found in the Contract Documents. If the Municipality considers that correction, explanation or interpretation is necessary; a written addendum will be issued. All addenda will form part of the Contract Documents.

**9. Preparation of:**

- 9.1** Complete the "Form of Tender" provided with Project Documents in ink or electronic print. Ensure all items are tendered and blanks are filled in by person signing the Tender bid. Indicate the appropriateness of leaving a blank unfilled by placing "N/A" in the blank.

**10. Tender Price**

- 10.1** Price shall be in Canadian dollars and include labour, freight, duty, equipment rates and charges in force at the time of award. Clearly identify each item within Tender response. **Prices are not to include HST.**
- 10.2** The successful Tenderer will be issued a Standing Purchase Order following the Municipality's decision to accept the tender offer per the conditions set in the Tender Document.

**11. Notices:**

- 11.1** By submitting a Tender, the Tenderer agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the bid the Tenderer considers "personal information" or "confidential information" of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.

**12. Tender Security:**

- 12.1** None required

**13. Contract Security:**

13.1 None required

**14. Return of Tender Security:**

14.1 If Tender Security is required, return of security will occur on two different occasions:

- a) *Successful bidder* - upon receipt of contract security or bonding
- b) *Unsuccessful bidder* - upon award of the contract to the successful bidder.

**15. Insurance:**

15.1 The Tenderer shall purchase and continuously maintain during the term of the Contract or any extension thereof a comprehensive general liability policy with limits of not less than five million dollars (\$5,000,000.00) with such coverage to be with such insurance company and contents acceptable to the Municipality.

**A copy of which must be submitted with tender.**

**16. Form of Agreement:**

16.1 Form of Agreement is attached for information purposes only and need not be completed until after award of contract.

**17. Amendment or Withdrawal of Tender:**

17.1 Tenders may be amended or withdrawn by letter, email, or facsimile. Amendment or withdrawal by letter, email, or facsimile must be verified by registered letter, postmarked prior to the date and time of closing.

17.2 Amendments to individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price and should be submitted in a separate, sealed envelope.

17.3 Head amendment or withdrawal as follows: "Amendment/Withdrawal of Tender for (Contract Number - Name of Project)". Sign and seal as required for Tender and submit at address given for receipt of Tenders prior to time of Tender Closing.

**18. Informal or Unbalanced Tenders:**

18.1 Tenders which, in the opinion of the Municipality, are considered to be informal or unbalanced, may be rejected.

**19. Privilege:**

- 19.1 This RFQ neither expresses nor implies any obligation on the part of the Municipality to enter into a contract with any proponent submitting a proposal or proposals.
- 19.2 The Municipality reserves the right to reject all or any proposals, and to not necessarily accept the lowest proposal. The Municipality may accept any proposal or any portion of any proposal that may be considered in the best interests of the Municipality in its sole and absolute discretion. The Municipality also reserves the right in its sole and absolute discretion to waive any formality, informality, or technicality in any proposal. This includes the right to accept a proposal that is not strictly compliant with the instructions in the RFQ document.
- 19.3 The Municipality reserves the right to negotiate, after the RFQ Closing Date, with any proponent to finalize service arrangements in the best interests of the Municipality.
- 19.4 The Municipality shall not be bound by trade or custom in dealing with and/or evaluating the responses to the RFQ. The Municipality reserves the right to interpret any and all aspects of this RFQ as may be most favorable to the Municipality.
- 19.5 Proponents will be deemed to have 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.
- 19.6 Without limiting the generality of this section and for certainty, by submission of a proposal in response to this RFQ, each proponent represents and shall be deemed to accept and agree to the following conditions:
- a) Proponent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any proposal or material in response to this RFQ, including without limitation the costs of any in-person presentation of proposals, regardless of the locations which the Municipality may require, and all costs incurred by a proponent during the selection process and any negotiations.
  - b) Each proponent waives any claim against the Municipality for any compensation of any kind whatsoever as a result its participation in or providing a response to this RFQ process, including without limitation any

claim for costs of proposal preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, equity, breach of any duty, including, but not limited to breach of the duty of fairness, breach of any obligation not to accept non-compliant proposals or any other cause of action whatsoever.

**19.7 In submitting a proposal, the proponent has accepted the reservation of rights as set out herein and agrees to be bound by same.**

**20. Late Tenders:**

**20.1** Late Tenders will be returned, unopened to the Tenderer

**21. Mandatory Documents:**

**21.1** Copy of Letter of Good Standing issued by the NSCSA, an approved WCB safety certifying partner, or the CFCSA

**21.2** Certificate of Good Standing from the Workers Compensation Board of Nova Scotia

**21.3** Copy of General Liability Insurance, naming the Municipality as additional insured: *West Hants Regional Municipality, 76 Morison Drive, Windsor, NS B0N 2T0*

**21.4** A letter from the proponent's insurer, or some other form of proof acceptable to the Municipality, demonstrating the proponent's ability to meet or exceed the remaining insurance requirements of the RFP.

**21.5** The previously mentioned 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 representative, successors, and assigns.

**22. General Specifications:**

- Any attempt by the Proponent or any of its employees, agents, contractors, or representatives to contact members of Municipal Council or Municipal staff not identified in this clause may lead to disqualification.
- The Municipality reserves the right to accept any section or combination of sections. Tenderer acknowledges and agrees that prices quoted in each section are mutually exclusive, and one price is not dependent on the other. The tenderer is encouraged to bid on all sections, but it is not required.
- Proponents may include details and qualification for any annual price

- adjustments based on a predefined fixed percentage. Any price adjustments to those proposed must be effective April 1, of each calendar year.
- Only one (1) company can be listed, per tender, no subcontractors, except as being listed as backup equipment
  - The contractor must carry out operations in accordance with the Motor Vehicle Act, Occupational Health and Safety Act, and any other applicable statute required by law.
  - Safety shall be the sole responsibility of the contractor engaged in the work. The contractor shall ensure that adequate safety precautions are taken when pedestrians are present. The contractor acknowledges that the Municipality assumes no responsibility for third party claims arising out of the acts or omissions of the contractor engaged in the work.
  - Billing by the contractor will be monthly and invoices will be paid by the Municipality no later than thirty (30) days from date of receipt.
  - By submitting a Tender, the bidder agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the Bid the bidder considers "personal information" or "confidential information" of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.
  - Non-compliance with the terms of this tender document, such as lateness, incomplete or unsatisfactory work will be considered sufficient grounds for immediate termination of the contract.

**\*\*\* End of Section 1 \*\*\***

**FORM OF TENDER – SECTION 2**

**1. Salutation:**

**1.1** West Hants Regional Municipality  
100 King Street  
Windsor, Nova Scotia B0N 2T0

**1.2** Asphalt Paving Standing Offer Quotation  
West Hants Regional Municipality

**1.3** From: \_\_\_\_\_

**2. Tender Declares:**

**2.1** That this Tender is made without collusion or fraud.

**2.2** That they have carefully examined the proposed work; familiarized themselves with local conditions; carefully examined the Contract Documents and Addenda No. \_\_\_ to \_\_\_ and taken all the foregoing into consideration in preparation of the Tender.

**3. Tender Agrees:**

**3.1** To enter into a contract to supply all labour, material, and equipment to provide the material/supply/equipment desired and/or to complete the work as described and specified herein for the prices stated in Subsection 4 hereunder, Bid Sheet.

**3.2** That this Tender is valid for acceptance for 60 days from the time of Tender closing.

**3.3** That the Contract Documents include:

- Information to Tenderer
- Form of Tender
- Cost/Price Evaluation: Bid Sheet
- Form of Agreement (for information only)
- Conditions and Requirements
- Supplemental Specifications
- Addenda (if any)



**4. Bid Sheet:**

Description	UOM	Estimated Quantity	Unit Price	Total Price
Asphalt Concrete Hand Patching (includes cleaning surface, tack coat, supply, placement and compaction of hot mix asphalt type C-HF)	MT	250	\$	\$
Cut & Patch Asphalt; minimum thickness 75mm, maximum 100mm (includes vertical saw cut full depth, excavation and removal of materials to required depth, hauling to Municipal dump site, supply and placement of type 1 gravel if required, tack coat of existing asphalt edges, supply, placement and compaction of hot mix asphalt type C-HF)	MT	450	\$	\$
Mechanical Spreader Patching (includes cleaning of work area, tack coat, supply, spreading by mechanical spreader and compaction of hot mix asphalt type C-HF)	MT	450	\$	\$
Asphalt Curb (includes supply, placement and finishing of hot mix asphalt curb on existing asphalt base)	m	100	\$	\$
Asphalt Sidewalk Hand Overlay (includes cleaning, supply, placement and compaction of hot mix asphalt type C-HF on existing asphalt or concrete sidewalks)	MT	50	\$	\$
Pavement Planing. 0.6m x 50mm thickness 2.0m x 50mm thickness (includes mechanical removal of existing asphalt surface, hauling to Municipal Public Works yard, cleaning surface of all loose material)	m <sup>2</sup>	450	\$	\$
	m <sup>2</sup>	450	\$	\$

Description	UOM	Estimated Quantity	Unit Price	Total Price
Planer Patch 50mm (includes mechanical removal of existing, hauling to Municipal Public Works yard, cleaning work area, tack coat, supply, spreading and compaction of hot mix asphalt type C-HF)	m <sup>2</sup>	1800	\$	\$
Placement of Gravel (includes placement of 150mm type 1 gravel, fine grading and compaction)	m <sup>2</sup>	300	\$	\$
Asphalt Removal (includes excavating and removal to Municipal Public Works yard)	m <sup>3</sup>	250	\$	\$

**Quantities identified in the Bid Sheet are estimated only for the purposes of bidding. Bidders shall NOT be guaranteed this minimum quantity of work in this contract. All billings will be at the unit prices identified herein.**

**5. Contract Duration:**

This is an all-inclusive unit price contract. Contemplated provisional items must be approved by the Municipality prior to additional services rendered.

Tenderer agrees that the duration for the supply of services/materials/equipment under this tender shall extend from **May 1, 2021 to March 31, 2023 inclusive**, with the option to extend for an additional 12 months, with agreed incremental pricing in accordance with provincially published cost of living (CPI) increases.

Note that services/materials/equipment provided outside of the standard contract dates must be authorized by the Municipality and documentation of dates must accompany the monthly invoice for approval. Successful contractor must contact the Public Works Operations Manager or Director of Public Works for authorization, prior to commencing work outside of the standard contract dates.

For purposes of evaluating a total budget, bidders are requested to calculate the total cost for service/materials/equipment for all of the item indicated above. Note that individual items may be awarded to separate contractors.



**6. Signatures:**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Name of Firm Tendering

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Printed)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name & Title (Printed)

**\*\*\* End of Section 2 \*\*\***



**FORM OF AGREEMENT – SECTION 3**

This Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BY AND BETWEEN:**

West Hants Regional Municipality

**hereinafter called the "Municipality"  
-and-**

---

**hereinafter called the "Contractor"**

**WITNESSES** that the parties agree as follows:

**1. The Work:**

The Bidder shall:

- 1.1** Perform the work required by the Contract Documents in the Standing Offer
- 1.2** Do and fulfill everything indicated by this Agreement; and
- 1.3** Commence the work as directed by the Municipality

**2. The Municipality:**

- 2.1** The Municipality is the West Hants Regional Municipality

**3. Contract Documents:**

- 3.1** The following is an exact list of the Contract Documents referred to in sub-section 2.3.3 of this Agreement. This list is subject to subsequent amendment in accordance with the provision of the Contract Documents.
  - Information to Tenders
  - Form of Tender
  - Cost/Price Evaluation: Bid Sheet
  - Form of Agreement (for information only)
  - Conditions and Requirements
  - Supplemental Specifications
  - Addenda (if any)

**4. Contract Price:**

- 4.1** The Contract Price is: See Form of Tender, Bid Sheet.

**5. Payment**

- 5.1 The Municipality shall pay the Contractor in Canadian Funds for the performance of the Contract.
- 5.2 The total payment shall be the Contract Price as defined in subsection 3.4.1 – Contract Price of this Agreement, plus applicable Harmonized Sales Tax (HST).

**6. Right and Remedies:**

- 6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 6.2 No action or failure to act by the Municipality or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of any acquiescence in any breach there under, except as may be specifically agreed in writing.

**7. Security:**

- 7.1 None Required.

**8. Receipt of and Addresses of Notice:**

- 8.1 Communications in writing between the parties or between them and the Municipality 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 or the firm, or to an officer of the corporation for whom they are intended, or if sent by post or by registered mail, to have been delivered within five (5) working days of the date of the mailing, dispatch when addressed as follows:

The Municipality at:                      West Hants Regional Municipality  
100 King Street  
Windsor, Nova Scotia B0N 2T0

The Contractor at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Contractor's Indemnification:**

The Contractor agrees to indemnify and save the Municipality harmless against all claims, suits, demands, damages, expenses, disbursement and costs on a Solicitor and Client bases which the Municipality may incur as a result of any act or omission by the Contractor. The Contractor acknowledges that it is not an employee of the Municipality, but is an independent Contractor.

The Contractor agrees to defend, indemnify and save harmless the Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WCB. This indemnity shall be in addition to and not in lieu of any proof of WCB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive this Contract

**10. Worker's Compensation:**

A Certificate of Good Standing from the Worker's Compensation Board of Nova Scotia must be supplied prior to the execution of this Contract. If not required to be a member of Worker's Compensation, it is understood that the Contractor shall be liable for any assessments made by the Board, on the Municipality related to work conducted under this Contract.

**11. Succession:**

The previously mentioned 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 representative, successors, and assigns.



**12. Signatures:**

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

SIGNED, SEALED AND DELIVERED in the presence of:

*MUNICIPALITY*

*CONTRACTOR*

**WEST HANTS REGIONAL  
MUNICIPALITY**

\_\_\_\_\_  
**CONTRACTOR NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**NAME & TITLE (printed)**

\_\_\_\_\_  
**NAME & TITLE (printed)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**NAME & TITLE (printed)**

\_\_\_\_\_  
**NAME & TITLE (printed)**

Where either the Municipality 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 partnership, parties to this Agreement, should be attached.

**\*\*\*End of Section 3\*\*\***

#### **CONDITIONS AND REQUIREMENTS – SECTION 4**

1. The tenderer must have the safety certification outlined in section 1.1 and must ensure public safety at all times.
2. All work is to conform to the Occupational Health and Safety Act.
3. All work to be performed in a workmanlike manner according to standard procedures.
4. All goods and materials provided by the shall be CSA Group, certified and tested.
5. Invoices shall indicate H.S.T. with appropriate registration number, indicated as a separate item.
6. The Tenderers agrees to comply with all legislation in effect from time to time, including any Federal, Provincial and Municipal legislation, regulations or By-laws, which are applicable to the operations of the contractor respecting this Contract.
7. Should there be any questions regarding the interpretation of this Contract, the Municipality's interpretation shall govern.
8. The Municipality reserves the right to request that any or all Tenderers clarify and make revisions to their tender. The Municipality may choose to meet with one, several, or all Tenderers to discuss aspects of their bid. The Municipality is not obligated to seek clarification from any Tenderers with regards to any aspect of its bid.
9. The Municipality is not bound to accept any bid. Further, the Municipality reserves the right to accept or reject any bid in whole or in part, waive any irregularities in the tendering process, and to discuss different or additional items to those included in this Tender, at its sole discretion. The Municipality may invalidate this Tender and may issue a second Tender at its sole discretion.
10. The Tenderer shall at his/her expense remedy all deficiencies performed or provided under this contract for a period of one (1) year after date of acceptance by the Municipality, or as specified in Tender.
11. The Tenderer shall warranty all material and equipment installed by him/her, or incurred under this contract, for a period of one (1) year, after date of acceptance by Municipality.

**\*\*\*End of Section 4\*\*\***



**SUPPLEMENTAL SPECIFICATIONS – SECTION 5**

1. Prices will include the cost of traffic control as per Nova Scotia Traffic Control Manual.
2. Response time is of the essence. Work shall commence within a minimum of 5 working days from the written/emailed request to perform work. If contractor fails to do so, the Municipality shall have the right to use alternative contractors to perform the work.
3. Repeated failure to perform work in a timely manner is grounds for the Municipality to cancel the Standing Offer for the duration of the Contract.
4. It is the intention that construction work be carried out in such a manner that the requirements are strictly adhered to. The onus is on the contractor not to begin construction if it likely the weather conditions may prevent the work from completed on time or from meeting the specifications.
5. The recommended cut-off for asphalt pavement is November 30, 2021, unless extended by the Municipality.

**\*\*\* End of Section 5 \*\*\***