

# Town of Pictou

*Town of Pictou*



*Birthplace of New Scotland*

## **Capital Infrastructure:**

### **Town of Pictou - Design Build of Salt Shed**

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Reviewed By: Kyle Slaunwhite

April 26

Contract #: TOP-C1-2026

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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: Capital Infrastructure

LOCATION: Town of Pictou - Design Build of Salt Shed,  
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

Capital Infrastructure: Town of Pictou -  
Design Build of Salt Shed

Closing at 3:00 p.m., local time May 12, 2026.

Town of Pictou

Iain MacIsaac

Town of Pictou  
40 Water Street  
Pictou, NS, B0K1H0

2. Tender Opening .1 Opening will not be public.
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.
-

6. Clarification and Addenda
- .1 Notify Pictou's Town Engineer 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. Tender Security
- .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.
10. Insurance
- .1 Refer to General Conditions, subsection GC11.1 - INSURANCE, for insurance required.
11. Form of Agreement
- .1 Form of Agreement is attached.
12. 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 Capital Infrastructure TOP-C1-2026". Sign and seal as required for Tender, and submit at address given for receipt of Tenders prior to Tender Closing.
13. Informal or Un-balanced Tenders
- .1 Tenders which, in the opinion of the Owner, are considered to be informal or unbalanced may be rejected.
-

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.
-

1. SALUTATION:

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

.2 For: TOP-C1-2026  
Capital Infrastructure  
Town of Pictou - Design Build of Salt Shed  
\_\_\_\_\_

.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 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 this Tender is valid for acceptance for 60 days from Tender Closing.
  - .4 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Measurement and Payment.
-

- .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 Tender Form
    - .2 Form of Agreement
    - .3 Supplementary Specifications
-



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  
\_\_\_\_\_

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

Capital Infrastructure

Portions of Town of Pictou - Design Build of Salt Shed

TOP-C1-2026

located at: Town of Pictou - Design Build of Salt Shed,  
Pictou, NS \_\_\_\_\_

and

- .2 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.

END

- .1 STANDARD SPECIFICATION FOR MUNICIPAL SERVICES.  
Table of Contents Dated.
- .2 Tender Form
- .3 Form of Agreement
- .4 Supplementary Specifications  
(see notes on the construction drawing)
- .5 Drawings
- .6 Addenda as issued and as confirmed in subsection 2.4 of this section.

**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 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 To provide scope of work, submission and evaluation requirement for the project.
- .2 The award of this contract is contingent upon approval from Nova Scotia Environment and any other ruling government agencies.

## 1.0 SCOPE OF WORK

The successful proponent will provide the Town of Pictou a complete salt shed building including foundation, asphalt floor, arch supports and fabric cover. The hardware and materials must be designed for salt use and be corrosion resistant. The salt shed will be located at 40 Browns Point Rd located beside the existing salt shed. \*Other options would be considered if more affordable.

### 4.1 BUILDING

- Minimum of 30'x 50' or 1500 ft<sup>2</sup>;
- Galvanized coated round tubing framed trusses and stainless steel or galvanized hardware/anchors;
- Fabric, straight wall and arched or arched only;
- Colour-White;
- 4 ft. square vents/louvers built into each end;
- Door opening to be 16 ft. wide x 18 ft. high;
- No electrical requirements;

### 4.2 SITE WORK

- Site preparation and leveling as required;
- Excavation and/or backfill as required;
- Asphalt floor consisting of:
  - Minimum 12" type 2 gravel;
  - Minimum 6" type 1 gravel;
  - Minimum 2" Type B asphalt base;
  - Minimum 2" Type C asphalt;

### 4.3 FOUNDATION/STRUCTURE

Design a foundation/structure that is adequate to withstand the lateral forces of a backhoe pushing salt into the building and in particular the back wall.

**Proponent will be responsible for any/all permits and/or fees required to meet all National Building Codes, Federal, Provincial regulations, Occupational Health and Safety regulations, etc.**

### 4.4 ENGINEERED DRAWINGS

Drawings shall be provided for the building and foundation.

### 4.5 METHODOLOGY

Proposal will include the name and qualifications of the, General Contractor and any sub- contractors, include any professional Engineer or Architect to be used and in what capacity. Proposal will have a conceptual design of the proposed building complete with conceptual elevation drawings. Proposal will clearly articulate the reason(s) why this is the best value for the Town.

Successful proponent will work with Town staff to complete the design that will entirely meet the needs of the Town. Proposal will address any concerns or issues during construction to ensure proper installation.

#### 4.6 DESIGN STANDARDS

All design shall be carried out under the requirements of the Government of Nova Scotia and the Authorities having Jurisdiction. The minimum standards and regulations include the latest edition of the following:

- National Building Code of Canada;
- National Fire Code;
- Nova Scotia Building Code Regulations;

#### 4.7 SUBSTANTIAL COMPLETION DATE

It is critical that the Public Works Building be substantially complete and ready for use by November 15<sup>th</sup>, 2026.

#### 4.8 DISPOSAL OF MATERIALS

All construction debris/material from the structure and from the property is to be disposed of in a manner approved by the Town Engineer. Proposal cost is to include the disposal of materials and at no time shall the Town be responsible for the disposal.

#### 4.9 PLANNING/PREDESIGN

Following the award of the RFP the proponent will meet with Town staff, including the Town Engineer, to develop the detailed design of the building. Once complete, no change orders will be made to the design and/or construction details without the authorization of the Town Engineer.

The proponent will be required to coordinate with all suppliers and specialized contractors. The proponent will provide on-going supervision as required, to oversee each phase of project development, and report to the Engineer at regular scheduled intervals, which will be determined at the initial meeting held prior to work commencement.

#### 4.10 SAFETY

Proponent will be responsible for all safety measures at the construction site. Proponent will be responsible to ensure all employees, contractors and sub-contractors follow all safety regulations such as

the Nova Scotia Occupational Health and Safety Act. Proponent is responsible to deal with concerns or hazards that may develop during the course of the project and shall set up safety procedures for contractors, employees and sub-contractors to follow. The general area will be co-shared with public works operation during the construction.

## 2.0 SUBMISSION REQUIREMENTS

### 5.1 SUBMISSION FORMAT

To ensure similarity in Proposal presentation and to facilitate the review of Proposals by the Town, Proponents are advised to include the required material formatted as follows:

Proposals are to include the following:

- Brief overview of your company and related experience in similar projects including Public Works Buildings;
- Examples of similar projects;
- Work plan/approach and/or process proposed to address the service requirements. Include any notable methodologies, innovative solutions, tools and techniques, and type of structure required to withstand normal operations;
- Work schedule. The project must be completed by November 15, 2026 or sooner;
- Conceptual building elevations, foundation drawings and footprint;
- Highlight the key features of your proposal. It should allow the Evaluation Team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail.
- Proponent shall list the subcontractors (if any) that will assist in the completion of the work. Subcontractors must not be used without prior written approval by the Town;
- At least 3 references for similar projects;

## 3.0 PROPOSAL EVALUATION CRITERIA

The Town shall review and evaluate all proposals. Evaluation will be based on the proposals as submitted.

<b>Proposal Evaluation Criteria</b>	<b>Score</b>
Consideration includes but is not limited to the following:	
<b><u>Conceptual Design</u></b>	/15
<b><u>Team Experience and References</u></b>	/5
<b><u>Approach and Methodology</u></b>	/30
<ul style="list-style-type: none"><li>• Methodology to the requirements and objectives</li></ul>	

<ul style="list-style-type: none"><li>• Project Schedule and timeline</li><li>• Approach/process</li></ul>	
<b>Project Cost</b>	/50
<b>Total</b>	/100

The cost proposal evaluation will be evaluated out of 40 points. The proposal with the lowest cost will receive the maximum points allowed. All other proposals shall receive a percentage of the points available based on their cost relationship to the lowest.

The second lowest cost and all other proposals within 5% will receive 30 points. The next lowest price (outside of 5% percent of the second lowest cost) and any proposal within 5 percent of it will receive 20 points. Points for other submissions will be assigned with 2 fewer points for each successive higher priced proposal.

The RFP should not be construed as a contract to purchase goods or services. The Town is not bound to accept the lowest price or highest scoring proposal or any proposal. The Town reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever, in its opinion, is in the best interests of the Town.