

INVITATION TO TENDER

THE MUNICIPALITY OF THE DISTRICT OF GUYSBOROUGH

Guysborough Shorefront Trail and Queensport Beach Park

The Municipality of the District of Guysborough invites tenders for the supply and placement of armor stone on the **Guysborough Shorefront Trail and Queensport Beach Park**.

Tender documents and specifications are available from the Municipal Public Works Department: 33 Pleasant Street, Guysborough N.S or by contacting the undersigned.

Sealed tenders plainly marked "**Shorefront Stabilization**" will be received at the Municipal Office:

33 Pleasant Street, Guysborough. P: (902)533-3705 until 2:00 P.M., Friday July 3rd, 2020.

Tenders which are considered to be informal, unbalanced or not in accordance with any aspect of the tender document, may be rejected. The Municipality of the District of Guysborough reserves the right to reject any or all tenders, not necessarily accept the lowest tender or to accept any which it may consider to be in the best interest of the Municipality. The Municipality also reserves the right to waive formality, informality or technicality in any tender.

Glen Avery
Director of Public Works
Municipality of the District of Guysborough
33 Pleasant Street, P.O. Box 79
Guysborough, N.S
BOH 1N0
Phone: (902) 870-1971
Email: gavery@modg.ca

Specifications for Tenders

Guysborough Shorefront Trail and Queensport Beach Park

Information to Tenders

Supervision of project by the Municipality of the District of Guysborough

Project Name

Shorefront Stabilization

Project Location

Guysborough Shorefront Trail
and
Queensport Beach Park
Guysborough County, N.S

Project Description

The work under this project shall generally comprise, but not necessarily be limited to provision of all necessary labor, materials and equipment for the supply, hauling and placement of approximately 1500 ton of armor stone.

Owner

Municipality of the District of Guysborough
33 Pleasant Street
P.O. Box 79
Guysborough, N.S
B0H 1N0

1. Tender Submission

- A. Submit completed tender document for the above noted project in a sealed envelope clearly marked: **Shorefront Stabilization**
- B. Tenders must be received no later than Friday, July 3rd 2020 at 2:00 P.M.
Tenders are to be submitted to the Municipal Office in Guysborough and must be clearly marked **Shorefront Stabilization**.

2. Tender Opening

All tenders will be opened by Municipal Staff on Friday, July 3rd, 2020 at 2:10 P.M.

3. Tenderers to Investigate

- A. Tenderer will be deemed to have familiarized himself with existing sites and working conditions and all other conditions which may affect performance of the contract.

4. Work Site

The work site is the area of the right of way for the Guysborough Shorefront Trail as well as the Queensport Beach Park.

5. Sales, Taxes, Federal and Provincial

Include all taxes including Goods and Services Tax that are to be shown as a separate item in tender prices.

6. Tender Security

The contractor shall provide a tender security in amount of 10% of the tendered amount. The 10% must be in the form of a certified cheque payable to the Municipality of the District of Guysborough. This tender security will be held back until all work has been completed to the satisfaction of the Municipality.

7. Return of Tender Security Contract

Tender/ Contract Security will be returned to:

- Unsuccessful tenders within 7 days of date of award.
- Successful tenderer following completion of project to satisfaction of the Municipality of the District of Guysborough.

8. Codes and Standards

All work under this contract must be completed in accordance with all appropriate requirements in federal, provincial and municipal regulations.

9. Work Included

- A. Provide the necessary equipment for the hauling and placing of approximately 1500 ton of armour stone. Specific placement will require a small berm to match the existing portion of armour stone currently on the shorefront trail banks and along the parking area of the beach park. The rock should be approximately 2-4 foot in size.
- B. Trail surface and parking areas to be kept clean and usable after working hours.
- C. Trail and parking area to be reinstated to as original as possible.

10. Contractors Liability

The contractor shall maintain and provide proof of insurance that will protect the contractor and the Municipality from claims under the Worker's Compensation Act. In addition, the contractor shall maintain insurance to protect the contractor and the Municipality from any other claims for bodily injury or property damage.

The contractor shall also comply with requirements of the Occupational Health and Safety Act and Workplace Hazardous Materials Information System Regulations and shall:

- Take responsible and required precautions including those required by authorities having jurisdiction to protect public and those employed in work from bodily harm and to protect adjacent properties;
- Maintain streets, sidewalks and private roads during construction and make good damage to same;

Contractors shall save and hold harmless the Municipality of the District of Guysborough from any and all injuries, damages, etc. resulting from work carried out under this contract.

Indemnification

- A. The contractor shall indemnify and hold harmless the Municipality of the District of Guysborough and their Agents from damages, actions or suits resulting. The contractor must hold a Nova Scotia Construction Safety Association Certificate of Recognition (NSCSA) or provide the Association with a statement they have contacted, or have immediate plans to contact the NSCSA to enroll in forthcoming classes to avail themselves to such a Certificate of Recognition.

11. Clarification and Addenda

Notify the Municipality not less than four working days before tender closing of omissions, errors or ambiguities found in tender documents. If the Municipality considers that correction, explanation or interpretation is necessary, he will issue a written addendum. All addenda will form part of the tender documents.

12. Amendment or Withdrawal of Tender

Tenders may be amended or withdrawn by letter, facsimile or email.

Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.

Head amendment or withdrawal as follows:

“Amendment/Withdrawal of Tender for (Name of Project) (Contact Number)”

Sign and seal as required for tender and submit at address given for receipt of tender prior to time of tender closing.

13. Informal or Unbalanced Tenders

Tenders that in the opinion of the Municipality of the District of Guysborough are informal or unbalanced may be rejected. The lowest tender will not automatically be chosen as the successful bidder.

14. Right to Accept or Reject Any Tender

The Municipality of the District of Guysborough reserves the right to accept or reject any tender.

15. Date to Commence Construction

Construction will begin on or before July 20, 2020

16. Completion of Construction

Construction must be completed no later than August 20, 2020.

Tender Form

Project Title: _____

Location: _____

Submitted to: _____

We, _____

(Company Name)

of _____

(Business Address)

having examined the tender and visited the project site(s); hereby offer to enter into a contract to perform the work required by the Municipality of the District of Guysborough along this section of nature trail/beach front for the stipulated price of:

_____ Dollars \$ _____

in Canadian funds, that price includes any specified cash and contingency allowances and the applicable taxes in force at this date.

Declarations:

We hereby declare that;

- A. We agree to perform the work within _____ weeks and/or days after receiving notice of contract award;
- B. No person, firm or corporation other than the undersigned has any interest in this bid or in the proposed contract for which this bid is made;
- C. The bid is open to acceptance for a period of _____ days after the date of bid closing;
- D. If the Municipality fails to make payments to the contractor as they become due under the terms on the contract or in an award by arbitration or court, interest of percent ____% per annum on such unpaid amounts shall also become due and payable until payment;
- E. We agree to a 10% holdback of funds until the work has been completed to the satisfaction of the Municipality of the District of Guysborough;
- F. We hold a Nova Scotia Construction Safety Association Certificate of Recognition (NSCSA) or we have contacted or have immediate plans to contact the NSCSA to enroll in forthcoming classes to avail ourselves to such a Certificate of Recognition.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Company Name)

(Business Address)

Signature: _____

Name and Title: _____

Witness: _____

Dated at: _____ this _____ day of _____, 2020.

Project Title and Location:

Bid Submitted By: _____

List of Subcontractors (if any)

Project Title and Location: _____

Bid Submitted By: _____

List of Subcontractors:

The following are subcontractors we propose to use for the divisions or sections of work listed hereunder.

(If none used please bar and initial the space below)

Division or Section of Work

Name of Subcontractor

List of Prices

Project Title and Location: _____

Bid Submitted By: _____

List of Prices:

The following are our unit prices for the work listed hereunder. The unit price listed applies to performing work only during the time scheduled for such work in the project schedule.

(If n/a please bar and initial the space below)

Work	Price
Supply and hauling of armour stone	\$ _____ (cost per ton \$ _____)
Placement of armour stone	\$ _____
Reinstatement	\$ _____
HST	\$ _____
TOTAL	\$ _____

Machinery to be used:

_____	_____
_____	_____
_____	_____
_____	_____

This agreement made on the _____ day of _____ in the year 2020.

BY AND BETWEEN:

Municipality of the District of Guysborough
33 Pleasant Street
Guysborough, N.S.
Herein called the "owner"

And:

Witnesses that the parties agree as follows:

1. The Work

The subcontractor shall:

- A. Perform the work required by the tender documents of the Shorefront Stabilization;
- B. Do and fulfill everything indicated by this agreement;
- C. Commence the work by the _____ day of _____, 2020 and attain substantial performance of the work as certified by the Director of Public Works by the _____ day of _____, 2020;

2. Contract Price

The estimated contract price is \$ _____

Total contract price \$ _____

3. Payment

- A. The owner shall pay the subcontractor in Canadian funds for the work completed under this contract;
- B. The total payment shall be the contract price as defined in the contract price (subsection 2);

4. Rights and Remedies

- A. The duties and obligations imposed by the tender documents and the rights and remedies available thereunder shall be in addition to and not limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action of failure to act by the owner or subcontractor shall constitute a waiver of any rights of duty afforded any of them under the contract, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

5. Signatures

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

SIGNED, SEALED AND DELIVERED in the presence of:

Owner

Subcontractor

(Name)

(Name)

(Address)

(Address)

(Title)

(Title)

(Signature)

(Signature)