



Town of Antigonish c: 902 867-7663
274 Main Street f: 902 863-9201
Antigonish, Nova Scotia
Canada B2G 2C4 www.townofantigonish.ca

Tender Document

TOWN OF ANTIGONISH 2026/27 SALT HAULING CONTRACT

September 2026

Sealed quotes addressed to "Town of Antigonish, 274 Main Street, Antigonish, N. S.", will be received up to 2:00 pm Tuesday, September 29th, 2026, for the "Town of Antigonish 2026/27 Salt Hauling Contract". Tender packages may be obtained at the office of the Town Engineer, at Town Hall, 274 Main St, Antigonish, N.S.

The work can be generally described to include: The trucking of approximately 800 Tonnes of road salt from the Windsor Salt Mine Pugwash to the Town's Public Works salt storage facility for this upcoming year.

There is also a separate provision line item to allow up to 200 Tonnes of road salt from the 800 Tonne total to be hauled from the Mulgrave Wharf salt storage facility should there be a Pugwash facility disruption.

The Town reserves the right to waive any informalities or to reject any or all quotes based on: changes to the approach to the work, required bid submissions, organizational and perceived liability considerations, the financial suitability of proceeding with the execution of the work, individual tenderer's level of experience, available personnel and equipment, the Owner's perception of the impact of performance on similar projects, or potential performance problems in keeping schedule targets. The Town reserves the right to omit portions of the work should it be deemed necessary for overall financial reasons.

Prepared by:

Grace Gillis
Manager of Public Works
Town of Antigonish

THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES AS PUBLISHED BY THE NOVA SCOTIA ROAD BUILDERS ASSOCIATION - CONSULTING ENGINEERS OF NOVA SCOTIA JOINT COMMITTEE ON CONTRACT DOCUMENTS C/O JOINT COMMITTEE ON CONTRACT DOCUMENTS, 455 COLBY DRIVE, DARTMOUTH, NOVA SCOTIA, B2V 2K4: TEL:902 430-2534.

PROJECT NAME: Town of Antigonish 2026/27 Salt Hauling Contract

LOCATION: Antigonish, N. S.

OWNER: Town of Antigonish

ENGINEER: Town Engineer, Town of Antigonish

1. Tender Submission: 1. Submit completed Tender Documents by 2:00 pm on Tuesday, Sep 29th, 2026 for above project in a sealed envelope marked as follows:
Tender

Town of Antigonish 2026/27 Salt Hauling Contract

Town of Antigonish
Attn: Grace Gillis, Manager of Public Works
274 Main Street Antigonish, Nova Scotia B2G 2C4

2. Tender Opening: 1. There will be no public opening, results shall be posted on the Town's website within 48 hours after the opening.
3. Documents 1. There is no document charge.
4. Accuracy of Referencing 1. Indexing and cross-referencing are for convenience only.
5. Conditions of Tendering 1. Take full cognizance of content of all Contract Documents in preparation of Tender. Refer to Section 004143 - Tender Form, Subsection 3.9 for a complete list of Contract Documents.
6. Tenderer to Investigate 1. Tenderer will be deemed to have familiarized himself 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.
7. Clarification and addenda 1. Notify Engineer not less than 4 days before Tender closing of omissions, errors or ambiguities found in Contract Documents. If Engineer considers that correction, explanation or interpretation is necessary; he will issue a written addendum. All addenda will form part of Contract Documents.
2. Confirm that all addenda have been received.

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| 8. | <u>Preparation of Tender</u> | 1. | Complete Form of Tender provided with Project Documents in ink or by typewriter. Tender all items and fill in all blanks. Have corrections initialed by person signing Tender. |
| 9. | <u>Sales Taxes</u> | 1. | Include references to the HST which is to be added to the tender contract price. |
| 10. | <u>Tender Security</u> | 1. | Submit with Tender, the Tender Security in amount of ten percent (10%) of the tendered contract price (plus HST) with tender in the form of a Certified Cheque payable to the Owner, or a Bid Bond on CCDC Form 220. |
| 11. | <u>Contract Security</u> | 1. | The Contractor, upon contract signing, shall provide Contract Security for salt hauling services by allowing the tender security to remain with the Owner until conclusion of the service contract. |
| 12. | <u>Insurance</u> | 1. | <p>The Contractor is required to provide proof of insurance requirements at the time of tender submittal, according to the following:</p> <ul style="list-style-type: none">- general liability insurance equal to two million dollars (\$2,000,000) for each incident.- motor vehicle liability insurance equal to two million dollars (\$2,000,000) for each incident. |
| 13. | <u>Form of Agreement</u> | 1. | Form of Agreement is attached primarily for information purposes. |
| 14. | <u>Return of Tender Security</u> | 1. | <p>Tender Security will be returned to:</p> <ul style="list-style-type: none">- All except the three lowest acceptable Tenderers within 7 days of Tender Opening.- Two remaining unsuccessful Tenderers within 7 days of date of Award.- Successful Tenderer following receipt by owner of executed Agreement, specified Contract Security, and Insurance documents. |
| 15. | <u>Amendment or Withdrawal of Tender</u> | 1. | <p>Tenders may be amended or withdrawn by email prior to closing only. Emails for amendments or withdrawals shall be sent to grace.gillis@townofantigonish.ca , and will only be accepted prior to the date and time of closing.</p> |
| | | 2. | <p>Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.</p> |
| | | 3. | <p>Head amendment or withdrawal as follows: Amendment or Withdrawal of tender for "Town of Antigonish 2026/27 Salt Hauling Contract" sign and</p> |

seal as required for Tender and submit at address given for Tenders prior to time of Tender Closing.

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| 16. | <u>Informal or un-balanced Tenders</u> | 1. | Tenders which in the opinion of the Owner are considered to be informal or unbalanced, may be rejected. |
| 17. | <u>Right to Accept or Reject any Tender</u> | 1. | The Town reserves the right to waive any informalities or to reject any or all quotes based on: changes to the approach to the work, required bid submissions, organizational and perceived liability considerations, the financial suitability of proceeding with the execution of the work, individual tenderer's experience, available personnel and equipment, the Owner's perception of the impact of performance on similar projects, or potential performance problems in keeping schedule targets. The Town reserves the right to omit portions of the work should it be deemed necessary for overall financial reasons. |
| 18. | <u>Safety Certification</u> | 1. | Submit with Tender, the Tenderer's current standing in the certification process administered jointly by the Nova Scotia Trucking Safety Association and the Province of Nova Scotia Department of Labour. |
| 19. | <u>Worker's Compensation</u> | .1 | Submit with Tender, the Tenderer's proof of good standings and complete compliance with the Worker's Compensation Board. |
| 20. | <u>References</u> | .1 | Submit with Tender, three (3) references from similar work within the past three years. |
| 21. | <u>Estimate of Quantities</u> | .1 | The Tenderer's attention is called to the fact that the quantities of work to be undertaken shown in the Form of Tender are approximate and are given only as a basis of calculation upon which award of the contract is to be made. The Owner reserves the right to increase, diminish or omit all or any of the quantities of work shown on the Form of Tender. |
| 22. | <u>Scope & Coordination</u> | .1 | The scope of work to be provided with resulting associated costs for such services shall be the all-inclusive costs to transport road salt on a tonne (metric weight) basis from designated locations identified within the tender documents to the Town's Public Works Yard. |
| | | .2 | The Contractor shall coordinate the requirement for salt hauling with the Supervisor of Public Works. It is to be understood that all salt hauled will be delivered to the Public Works Salt Shed during working hours of 8:00 am to 4:30 pm, weekdays. |
| | | .3 | The duration of the service contract is to be until Dec 31, 2027 , from the date of award by the Town. |

- .4 There will be an option to extend the contract for an additional two (2) years, one (1) year at a time, to December 31, 2029. Any extension will be subject to mutual agreement between the Town and the Contractor, including agreement on pricing for each extension year. The Contractor shall submit proposed pricing for the applicable extension year to the Town no later than 90 days prior to the expiry of the current contract term. The Town reserves the right to accept or decline the proposed extension and pricing.
23. Notices
- .1 The Contractor's attention is drawn to the need to comply with the most recent version of the NS OH &S Act.
- .2 In the past the availability of salt from the Windsor Salt Mine, in Pugwash, has been hampered by mine difficulties and increased demand. At times, arrangements have been made by the WSM to ship salt from the Magdalen Islands to the Government Wharf, in Mulgrave. This is viewed as a temporary situation, depending on salt demands and the Pugwash mine conditions. Tender documents therefore have allowed for a provisional unit rate of the estimated salt allotment for the Town according to the schedule indicated in the tender, should this become the temporary pickup point for road salt. For the purposes of tender award, the Town reserves the right to select the tender on the basis of the best pricing arrangement provided, assuming all other conditions of the tender are met.

*****End 002100*****

1. SALUTATION:

1. To: Town of Antigonish
2. For: Town of Antigonish 2026/27 Salt Hauling Contract
3. From: _____

2. TENDERER DECLARES:

1. That this tender is made without collusion or fraud.
2. That they have carefully examined the proposed Work:
3. That they have familiarized himself with local conditions, including labor conditions; and the requirements of the Owner.
4. That they have carefully examined the Contract Documents and Addenda No. __ to __ inclusive;
5. That they have taken all the foregoing into consideration in preparation of the tender.

3. TENDERER AGREES:

1. To enter into a contract to supply all labor, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices and lump sum prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
2. That the estimated contract price shall be the sum of the lump sum prices plus the tendered unit prices times the estimated quantities in Subsection 4 hereunder.
3. That this Tender is valid for acceptance for 30 days from the time of Tender Closing.
4. That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 012200 Measurement and Payment.
5. That failure to submit the required documentation noted in the Information to Tenders with the tender submission may constitute grounds for disqualification of the submitted bid.
6. To provide additional evidence of ability and experience within 5 calendar days of request, including: further experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on project, proof of status in the safety certification process, and financial resources.
7. To execute in triplicate a Form of Agreement and forward same together with the specified

contract security and signed contractor safety policy documents to the Owner within 7 calendar days of written notice of award.

- 8. That failure to enter into a formal contract or provide the documents listed above in 7. Within the time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- 9. That if the certified cheque is forfeited, the Owner will retain the difference in money between amount of the Tender and amount for which the Owner legally contracts with another party to perform the work along with miscellaneous administrative costs, and the Owner will then refund the balance, if any, to the Tenderer.
- 10. That the Contract Documents include:
 - 1. Project Documents
 - 1. Information to Tenderers
 - 2. Form of Tender
 - 3. Form of Agreement
 - 2. Addenda as issued.
- 11. That the Owner reserves the right to accept or reject any tender on the basis of the tenderer's level of experience, required submissions, available personnel and equipment, the Owner's perception of the impact of performance on similar projects, performance in keeping schedule targets, or on the basis that the Owner rejects all tenders due to the financial or administrative suitability of proceeding.

The following information and pricing is required and shall be submitted on the enclosed tender form at tender closing.

4. EQUIPMENT

The tenderer will supply the following equipment to provide the service:

Year of Equipment	Equipment Make and Model
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5. SCHEDULE OF QUANTITIES AND UNIT PRICES

Tender Number	Gen. Description and SSMSpec. Section 01150 #	Unit of Measurement	Estimated Quantity	Unit Price \$	Total Price \$
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**Hauling of Road Salt Product
from location indicated
to Public Works Yard.**

1) Pugwash Mine **Tonnes** **800** _____

ESTIMATED CONTRACT PRICE \$ _____
H.S.T. to be added to Contract Price \$ _____
TOTAL PRICE \$ _____

2) Mulgrave Warf **Tonnes** **200** _____
(Provisional, required if disruption to Pugwash Mine)

GST Registration #:

6. TENDER SECURITY

Security in the form of a **certified cheque** for the amount of \$ _____ is to be provided with this tender based on the Estimated Contract Price.

7. INSURANCE

Proof of the required insurance, as stated, is to be provided with the tender.

8. SAFETY DOCUMENTATION

Proof of a valid and current NSTSA "Letter of Good Standing" is to be provided with the tender.

9. WORKERS COMPENSATION

Clearance letter of good standing with the Worker's Compensation Board is to be provided with the tender.

10. REFERENCES

List a minimum of 3 references for previous performance evaluation and type of work completed is to be provided with the tender.

11. DURATION OF SERVICE CONTRACT

The Tenderer acknowledges that the initial duration of the services associated with the Salt Hauling Contract is one (1) year, commencing on the date of award by the Town with the option for the Town to extend the Contract for up to an additional one (1) year at a time up to an additional two (2) years.

12. SIGNATURE *

DATED THIS ____ DAY OF _____, 2026.

Name of Firm Tendering

(Seal)

Address

Telephone

Signature

Name and Title (Printed)

Witness

Name and Title (Printed)

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized Officer or Agent, who shall also subscribe his own name and office. Affix Seal.

****END 004143****

This Agreement made on the _____ day of _____ in the year 2026.

BY AND BETWEEN:

Town of Antigonish

at 274 Main St., Antigonish, N.S.,

hereinafter called the "Owner"

and:

at _____

hereinafter called the "Contractor"

Witnesses that the parties agree as follows:

1. THE WORK

The Contractor shall:

1. Perform the Work required by the Contract Documents for
"Town of Antigonish 2026/27 Salt Hauling Contract"

and
2. Do and fulfil everything indicated by this Agreement, and
3. Commence the Work by the _____ day of _____, 2026 and attain Final Performance
of the work as certified by the Engineer by the _____ day of _____, 2027.

2. THE ENGINEER

1. The Engineer is:

Town Engineer, Town of Antigonish.

3. CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in subsection 1.1 of this Agreement.

1. Project Documents

1. Information to Tenderers
2. Form of Tender
3. Form of Agreement

2. Addenda as issued.

4. QUANTITIES AND MEASUREMENT

1. The quantities shown in Section 004143 - Form of Tender - 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 weigh tickets issued from each scale location from which salt is hauled to the Public Works Yard.

5. CONTRACT PRICE

1. The Contract Price shall be the sum of the products of the actual final quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, multiplied by the appropriate Unit Prices from the Form of Tender together with any adjustments that are made in accordance with the provisions of the Contract Documents.
2. The Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Units or Lump Sum Prices in the Form of Tender.
3. The Contract Price is \$_____

6. PAYMENT

1. The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.
2. The total payment shall be the Contract Price as defined in subsection 5 - Contract Price.
3. The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Engineer.

4. The amount of the monthly payments shall be calculated as follows:
 - .1 The quantity for each pay item on which actual work has been performed and successfully completed shall be measured.
 - .2 For each unit price item this quantity shall be multiplied by the applicable unit price as provided in the Form of Tender.
 - .3 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from subsection 6.4.2 of this section.
 - .4 The Harmonized Sales Tax will be added to the total value of work.
5. The last day of the payment period shall be the end of the month.
6. Upon Total Performance of the Work as certified by the Engineer the Owner shall pay to the Contractor the balance of monies then due and release the tender security.
7. 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 007245 - General Conditions, subsection GC11.1 – INSURANCE.
8. 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 application to the contract is 3 % compounded semi-annually.
 2. Interest shall be calculated on the overdue balance from 30 days after the due date.

7. RIGHTS AND REMEDIES

1. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
2. No action or failure to act by the Owner, Engineer, 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 any approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8. TIME

Time shall be construed as being of the essence in the Contract. The duration of the service contract will cover a one-year period from date of award by the Town.

9. RECEIPT OF AND ADDRESSES FOR NOTICES

1. Communications in writing between the parties or between them and the Engineer 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 of the firm, or to an officer of the corporation for whom they are intended, or if sent by post or by telegram, to have been delivered within five (5) working days of the date of the mailing, dispatch or of delivery for telegraph when addressed as follows:

The Owner at: Town of Antigonish
274 Main Street, Antigonish, N.S., B2G 2C4

The Contractor at: _____

The Engineer at: Town of Antigonish
274 Main Street, Antigonish, N.S., B2G 2C4

10. 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 endure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

11. SIGNATURES

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

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

CONTRACTOR

name

name

address

address

signature

signature

name and title

name and title

WITNESSED BY:

signature

signature

name and title

name and title

*****End 005343*****