



**COUNCIL AGENDA**  
**WEDNESDAY NOVEMBER 6, 2024 AT 6:30 PM**  
**Council Chambers Stewiacke NS**

**Before we begin our meeting, we would like to acknowledge that Stewiacke is in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq people.**

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1. Call to Order
2. Attendance
3. Approval of / Changes to Agenda
4. Disclosure of Interest on Agenda Items
5. Approval of Minutes  
N/A
6. Announcements / Proclamations  
N/A
7. Presentations  
N/A
8. Written Petitions and Correspondence  
N/A
9. Business  
Staff Reports
  - a. **Main St. Paving – Award of Tender**



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10. By-laws and Policies

N/A

11. Citizen Comments

12. Mayor Report

N/A

13. Councillors Reports

N/A

14. In-Camera Session

N/A

15. Notice of Motion and Reconsideration

16. Adjournment



To: Town Council  
From: Marc Seguin, CAO  
Re: Main St. Paving – Award of Tender  
Date: November 6, 2024

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**RECOMMENDATION**

That report Main St. Paving – Award of Tender be received; and  
That Council award the Main St. Paving tender to Will Care Paving in the amount of \$136,740 (+HST); and  
That Council authorize the CAO to execute the necessary contract.

**ORIGIN**

The 2024 capital budget approved funds to refurbish Main Street from Hwy # 2 to the CN Rail tracks. Staff have issued a tender for the planning and paving work and are ready to proceed with the project. Staff note that the project is weather dependent as the asphalt plants will close soon for the winter months.

**Background**

The scope of work for the Main Street paving project was included in the 2024 capital budget and the paving and work includes the following.

***Plane and Pave Main St.***

1. Plane street from curb to curb @ 2" thickness.
2. Supply, place and compact asphalt type "C" at 2" compacted thickness
3. Adjust all hardware if necessary (manholes, valve boxes )

## Map of Area to be planed and paved

The Town of Stewiacke invites tenders for the planning and paving of approximately 400m on Main St. Stewiacke, from Hwy 2 to the CN tracks.



Following the Towns procurement policy, Staff issued a "Request For Tender" for the work. The tender document is attached to this report.

On Friday, October 25 at 9:00AM Town Staff opened the Tenders received from proponents for the Main St. Paving Project.

In total six (6) bids were received prior to the October, 24 2:00PM deadline

Town of Stewiacke | 295 George Street | P.O. Box 8 | Stewiacke, NS B0N 2J0  
Office 902-639-2231 | Fax 902-639-2221 | Email [town@stewiacke.net](mailto:town@stewiacke.net)



The following Staff attended the opening of the bids:

- 1) Jeff Sibley, Superintendent of Public Works
- 2) Jill Rafuse, Executive & Financial Assistant
- 3) Marc Seguin, CAO

The result of the bids is as follows:

<b>Bidder</b>	<b>Price (Excluding HST)</b>
Ocean Contractors	\$180,800
Atlantic Road Construction and Paving	\$220,000
Dexters	\$174,000
Basin Contracting	\$144,000
<b>Will Care</b>	<b>\$136,740</b>
Cumberland	\$176,111

The low bid for the tender was submitted by Will Care Paving in the amount of \$136,740 (+HST).

**POLICIES/LEGISLATION**

The tender was issued in line with the Town of Stewiacke procurement & purchasing policy.

**FINANCIAL**

The 2024 Capital budget has an approved amount of \$500,000 for paving projects. The tender amount falls well within the approved budget.

**CONSULTATIONS**

- 1) Jeff Sibley, Superintendent of Public Works
- 2) Helen Young, Manager of Finance

**ATTACHMENTS**

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REQUEST FOR TENDER - PLANE AND PAVE MAIN ST. FROM HWY#2 to CN TRACKS TOWN OF STEVIACKE  
STEW-2024-05

**CONCLUSION**

Staff recommend that the Main St. Paving – Award of Tender go to Will Care Paving in the amount of \$136,740 (+HST).

*Marc Seguin*

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**Marc Seguin**  
**Chief Administrative Officer**

**STEWIACKE**  
RIVERS OF OPPORTUNITY



HALF WAY BETWEEN THE NORTH POLE & EQUATOR

**REQUEST FOR TENDER**

**PLANE AND PAVE  
MAIN ST. FROM HWY #2 to CN TRACKS  
TOWN OF STEWIACKE  
STEW-2024-05**

**CLOSING: OCTOBER 24, 2024 at 2:00 pm**

The Corporation of the Town of Stewiacke  
Town Hall - 295 George Street, Stewiacke NS, B0N 2J0



## INSTRUCTION TO BIDDERS

Sealed Tenders, in clearly marked envelopes, are to be delivered to Town Hall - 295 George Street, Stewiacke NS, B0N 2J0, **prior to 2:00:00 P.M. LOCAL TIME on 24 October 2024.**

This Request for Tender is to obtain an offer from a qualified contractor to plane and pave Main St. in the Town of Stewiacke. The Town of Stewiacke reserves the right to at any time during the process, reject any or all tenders, either in whole or in part.

**Tenders received after the deadline, will not be opened and will be returned unopened. Fax or electronic (email) submissions will not be accepted. The onus is on the Proponent to ensure that the Tender is received in the proper location and before the closing time.**

## COMMUNICATIONS

All questions relating to this project, are to be directed to Jeff Sibley, Superintendent of Public Works at 902-639-2125 or [jsibley@stewiacke.net](mailto:jsibley@stewiacke.net)

## INSTRUCTIONS TO PROPONENTS

Sealed Tenders, in clearly marked envelopes which includes the prescribed form(s) as instructed, are to be delivered to **Town Hall - 295 George Street, Stewiacke NS, B0N 2J0**, prior to 2:00:00 P.M. LOCAL TIME (as per time clock located in the Corporate Services Division) **October 24, 2024.**

The Town of Stewiacke is NOT obligated to accept the lowest or any Tender. The onus is on the Proponent to ensure that the Tender is received in the proper location and before the closing time.

Tenders must be submitted on the forms provided. Tenders that do not comply strictly with the terms and conditions hereof may be declared informal and/or disqualified. Tenders that are incomplete, conditional, obscure or qualified will be rejected.

Your signed Tender submission shall be taken as your statement that you understand the requirements and agree to comply with our requirements and any supplementary terms and conditions stated in the Tender Documents. Your signed Tender Document confirms that you have checked and confirmed your pricing and by signing the Form of Tender and/or Form of Quotation or your Tender submission, you agree that you have not omitted any items from your Tender and you will be bound by law to supply the items as specified at the prices proposed.



## SCOPE OF WORK

1) In summary, the successful Proponent will complete the following by December 1, 2024.

### *Plane and Pave Main St.*

1. Plane street from curb to curb @ 2" thickness.
2. Supply, place and compact asphalt type "C" at 2" compacted thickness
3. Adjust all hardware if necessary (manholes, valve boxes )

## Map of Area to be planed and paved

The Town of Stewiacke invites tenders for the planning and paving of approximately 400m on Main St. Stewiacke, from Hwy 2 to the CN tracks.



## REFERENCES

The Proponent shall provide three references. The Town reserves the right to contact the references provided or any others deemed appropriate by the Town.

The Town reserves the right to obtain and consider reference feedback from Town staff having experience with the Proponent who has provided services to the Town. Staff currently employed by the Town cannot be listed as client references.

References will only be rated as a pass/fail. References that are considered accurate and relevant based on the size and scope of this project and prove to validate, to the Town’s satisfaction, that the Proponent generally met the reference’s expectations will be rated as a pass.

The Town may choose not to enter into contract negotiations with any Proponent whose references, in the Town’s sole opinion, are found to be unsatisfactory.

References – Please List Three	
Reference 1	
Reference 2	
Reference 3	





**PROPONENT'S DECLARATION**

I/We certify that:

1. The party(ies) executing this document is authorized to bind their corporation.
2. To the best of my/our knowledge and belief the information provided in our Tender submission is correct.
3. Except as expressly and specifically permitted in the Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this tender process, and by submitting a tender each Proponent shall be deemed to have agreed that it has no such claim.
4. To the best of my/our knowledge and belief the Tender submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a tender for the same Work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of Town Council, Committees and no officer or employee of the Town of Stewiacke is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of this agreement, or in the supplies, Work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
6. My/Our Tender submission will remain open for acceptance for a period of 90 (ninety) business days after opening of the Tenders and the Town of Stewiacke may at any time within this period accept our Tender submission.
7. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our tender submission or our performing of or observing the contractual obligations of the proponent as set out in the contract.

I/We agree if awarded the contract that I/we will supply at the time of issue or my execution of the contract, at my/our expense, a copy of our letter of incorporation, certificate of corporate status, or business registration.

Name of Firm: \_\_\_\_\_

Signing Officer's  
Signature: \_\_\_\_\_

Declared by me this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

## GENERAL ACKNOWLEDGEMENTS

### No Collusion

In participating in this Request for Tender, the Proponent will not discuss or communicate, directly or indirectly, with any other Proponent or any servant, agent or representative thereof, respecting the preparation or presentation of their Tender. Each Proponent's Tender shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other Proponent or servant, agent or representative thereof and each Proponent will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.

### Conflict of Interest

The Proponent shall provide a statement that clearly identifies that the Proponent has no conflict of interest with respect to other work and/or other clients.

No member of the Council and no officer or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said agreement, or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived therefrom

### Cancellation

Failure by the successful Proponent to comply with all terms, conditions and general provisions of this Request for Tender to the satisfaction of the Town of Stewiacke shall be just cause for the cancellation of the Contract award. The Town of Stewiacke shall then have the right to award this Contract to any other Proponent, or to re-issue the Request for Tender.

### Default

In the event that the successful Proponent fails to properly, promptly, and fully carry out the Work required by these Documents, the Town reserves the right to notify the successful Proponent to discontinue all Work under this Contract, to advertise for new Tenders or carry out the Work in any way as the Town may, at its sole discretion, deem best.

### Indemnification

The Proponent will indemnify and save harmless the Town, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Town and against all losses, liability, judgments, claims, costs, demands or expenses which the Town may sustain, suffer, or be put to resulting from or arising out of the Proponent's failure to exercise reasonable care, skill or



diligence in the performance or rendering of any Work or service required hereunder to be performed or rendered by the Proponent.

#### Claims and Costs

All costs and expenses incurred by the Proponent relating to the Tender submission and any negotiations with the Town of Stewiacke will be borne by the Proponent. The Town of Stewiacke is not liable to pay such costs or expense or reimburse or compensate Proponents under any circumstances, including the rejection of any or all other Tenders. The Town of Stewiacke will not accept responsibility for any delays or costs associated with any reviews or the approval process. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Tender and by submitting a Tender, the Proponent shall be deemed to have agreed that it has no claim. The Proponent hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Tender.

#### Rejection of Tenders

The Town of Stewiacke reserves the right to reject any, or any part of, or all Tenders, and also reserves the right to award a contract to other than the Proponent submitting the lowest total acquisition cost or highest scored Tender. The Town of Stewiacke will not consider Tenders where the Form of Tender is improperly filled out.

#### Variation of Tender Prices

No variation in the unit prices or total Tender Price will be permitted after a sealed Tender has been submitted to the authorized representative, except in the instance of variation due solely to an increase or decrease in the rate of eligible taxes, beyond the control of the Proponent, occurring after the time and date of submission of their Tender. An increase or a decrease in the rate of eligible taxes, under these circumstances, shall alter the price of the Tender, but only to the extent of the tax increase or decrease.

#### Legal Compliance

The Contract resulting from the Request for Tender shall be governed by, subject to and interpreted in accordance with the laws of the Province of Nova Scotia.

Proponents/Bidders will be required to demonstrate that they are in compliance with the requirements of any applicable authority which is licensing, regulating or approving the activities which relate to the tender, request for tender or quotation.

#### Site Inspection

The Town reserves the right to show or inspect the site at any time and also to cancel any order or stop any Work that is not performed in strict accordance with the specifications.



### Control and Correction of Work

The successful Proponent shall adequately protect the Work, the Owner's property, adjacent property and the public, and shall be fully responsible for any damage or injury due to his act or neglect or is attributable to the acts or omissions of the successful Proponent, its subcontractors, suppliers, agents, employees, officers, directors, and all other persons and other entities for whose acts the successful Proponent may be liable or for whom it is responsible in law and their respective officers, directors, agents and employees;

The successful Proponent shall be solely responsible for construction means, methods, techniques, sequences and procedures and co-ordinating the various parts of the Work under the Contract. The successful Proponent shall complete the Work in a first class and Workmanlike manner in conformity with the Contract Documents.

### Insurance

Forthwith upon the execution of agreement the contractor shall provide a copy of their commercial general liability insurance insuring against damage or injury to persons or property with the Town of Stewiacke added as an additional insured.

### Permits and Regulations

The Proponent shall apply and pay for all necessary permits and licenses, approvals and consents required for the execution of the Work. The Proponent shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations and requirements relating to the Work and to the preservation of public health. The Proponent shall be responsible for the safety of all Workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

### Subcontractor Qualifications

Since all Proponents must be qualified and experienced in this type of Work, it will be necessary for the Proponent to verify that its subcontractors are similarly qualified and experienced in their specified area of Work. Therefore, the Proponent is required to submit both a list of subcontractors (Schedule 2) for approval along with a list of references. Only those subcontractors named and approved at time of order may be used. Approval of subcontractors is at the sole discretion of the Owner.

The Contractor shall be responsible to the Owner for the acts and omissions of its subcontractors and of all persons directly or indirectly employed by it in connection with the Work and shall be responsible for and shall ensure they obtain all necessary permits, licences, certificates, inspections and insurance in accordance with the Work as may be required by laws, rules, regulations and codes related to the Work and the Contract Documents. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.



The Owner reserves the absolute right to require the Contractor to use an alternate subcontractor where the subcontractor is in litigation adverse to the Owner. The Owner shall not be liable to the Proponent for any costs associated with this change in sub-proponent.

Limitations of Operations

Schedule shall be based upon all Work required to complete the contract must be carried on between the hours of 7:00 a.m. and 7:00 p.m., Monday to Saturday. Please note that no Work will be permitted on legal holidays or holidays observed by the Town of Stewiacke without the written permission of the Contract Administrator. If the successful Proponent wishes to perform Work outside of the hours noted above, they may do so upon the written permission of the Contract Administrator.