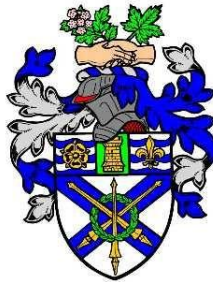


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**REQUEST FOR PROPOSALS**

**RFP-25-27**

**Rehabilitation of Structural Plate Arched Culvert**



**TOWN OF AMHERST**

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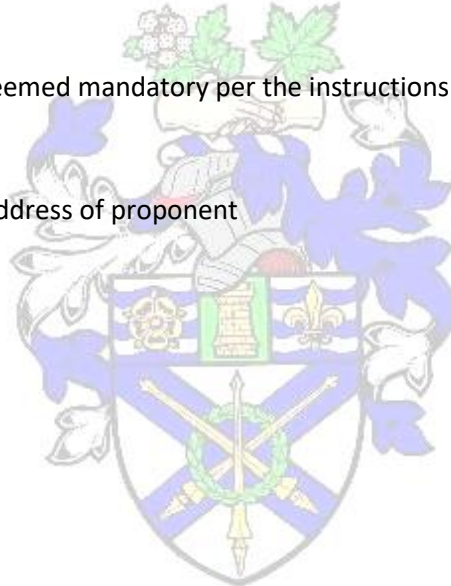
### Proposal Submission Checklist:

#### Submit WITH the Proposal:

- Contractor experience profile
- Addenda pages, if applicable
- Signed Attachment "A"
- Signed Proposal Form
- Any other document(s) deemed mandatory per the instructions included in RFP-25-27

#### Sealed envelope to indicate:

- Proposal ID
- Company name and full address of proponent



## 1 INFORMATION TO PROPONENTS

### 1.1 INTRODUCTION

The Town of Amherst will be accepting proposals from qualified contractors/engineering firms to rehabilitate or replace the existing structural plate arched culvert that conveys Dickey Brook beneath the Amherst Fire Station parking lot property at 62 Albion Street.

The existing culvert is approximately:

- Length: 47 metres
- Span (width): 2.1 metres
- Rise (height): 1.5 metres
- Type: Corrugated steel structural plate arch

### SITE VISIT

- 1.1.1 A formal site meeting will **not** be scheduled for this project. Proponents may visit the site at **62 Albion Street, Amherst, Nova Scotia**, at their own convenience to familiarize themselves with existing conditions. All site visits shall be conducted without disruption to Fire Station operations, and proponents are responsible for making their own arrangements and obtaining any information necessary to prepare their submission.

### 1.2 PROPOSAL SUBMISSION

Proponents to submit completed Proposal Form, and submit all other documents as required by the invitation, for the project below by March 3, 2026, by 2:00:00 p.m. local time. All are to be submitted electronically by emailing [procurement@amherst.ca](mailto:procurement@amherst.ca). Ensure the email subject line is marked with the RFP ID:

**PROPOSAL:** **RFP-25-27 Rehabilitation of Structural Plate Arched Culvert**

**TOWN OF AMHERST**  
**98 VICTORIA STREET EAST**  
**AMHERST, NS B4H 1X6**  
**[procurement@amherst.ca](mailto:procurement@amherst.ca)**

**ATTENTION:** **KIM JONES**  
**DEPUTY CAO**

1.2.1 Failure to mark the subject line with the Tender ID could result in a bid being rejected as late.

1.2.2 Note: with proposals being submitted through electronic means only, all references to documents now mean electronic documents.

#### Location:

1.2.2.1 Proposals must be received by the email address: [procurement@amherst.ca](mailto:procurement@amherst.ca)

1.2.2.2 Submissions received by emails other than the address above, or in any physical location, will not be accepted. Reversely, all questions must go to [procurement@amherst.ca](mailto:procurement@amherst.ca) or will not be answered.

**Time:**

**1.2.2.3** Bids must be received by the time listed above on the Town of Amherst email server and is to be considered the official receipt date and time

**1.2.2.4** It is solely the responsibility of each bidder to ensure their Tender Submission arrives on time. Late Tender Submissions will not be accepted.

**1.2.2.5** Tenderers are advised the Town of Amherst has electronic mail security systems in place and therefore tenderers must allow sufficient time before the official closing time of the tender to be received by the Town of Amherst electronic mail system. The Town of Amherst is not responsible for electronic mail submission failures, or

**1.2.2.6** Bids may be withdrawn at any time prior to opening.

**1.2.3** Any submissions or addenda submitted by fax, telephone, or physical hard copy will not be accepted under any circumstances.

**1.2.4** All submissions must be firm for 90 calendar days. The price is to include any and all delivery charges, FOB Amherst, Nova Scotia.

**1.2.5** The Town of Amherst reserves the right to waive technicalities, reject any or all bids, or any portion thereof, to advertise for new submissions, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the Town.

**1.2.6** The Town of Amherst reserves the right to request clarification of information submitted and to request additional information, if required. All costs associated with the presentation of the tender submission and any supplemental information shall be borne solely by the bidder and shall not be passed on to the Town under any circumstances.

**1.2.7** The Proponent is responsible for obtaining any needed clarification of the RFP while it is open. Questions are to be directed in writing to the contact named in the tender. Email is the preferred method of contact. No verbal responses will be given. Only information received from the contact is considered valid and is to be used within the tender response.

**1.2.7.1** Bidders will be deemed to have familiarized themselves with the existing working conditions which may affect the performance of the Contract. No claims for extra compensation resulting from failure to investigate will be paid.

**1.2.8** The Town of Amherst reserves the right to inspect any work performed as a result of this RFP either during the life of the project or at completion and shall be the sole judge as to whether the work performed is satisfactory.

**1.2.9** The Town of Amherst reserves the right to cancel the contract immediately upon written notice, if, in the opinion of Chief Administrative Officer, the successful Proponent is not fulfilling the terms, conditions and specifications of the contract.

**1.2.9.1** All fees will be paid up to the date the work terminates, based on the work plan submitted and actual work completed, provided that work has been approved by Town Staff as satisfactory, and there are no outstanding 3<sup>rd</sup> party insurance claims against the Contractor. The Town of Amherst has sole discretion in all matters.

**1.2.9.2** Proposal approval will be contingent on the bid being approved by the Chief Administrative Officer of the Town of Amherst, who may at any time, choose to forward the bid to Amherst Town Council for Council's approval. The successful proponent and the Town of Amherst can then proceed to settle, draft and sign the necessary legal agreement.

**1.2.10** Failure to comply with any requirements of this RFP could result in the rejection of the submission or delay in payment.

**1.2.11** This RFP is subject to the Canadian Free Trade Agreement and the Atlantic Trade and Procurement Partnership (ATPP).

### **1.3 PROPOSAL OPENING**

**1.3.1** This RFP will not have a public opening.

### **1.4 REVISION OF PROPOSAL SUBMISSION**

**1.4.1** The Town of Amherst reserves the right to amend this Request for Proposals at any time before the closing date and will issue an addendum should a change be required.

**1.4.2** Revisions shall be submitted only by signed letter delivered to the address as stated in Proposal submission. Only the proponent's entries on the delivered proposal offer may be revised. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words. The revision shall not include the total proposal price.

### **1.5 LOCAL PREFERENCE**

**1.5.1** Local preference will apply to this Request for Proposals as per the Town of Amherst Procurement Policy - Section 8 ([www.amherst.ca](http://www.amherst.ca)), with exceptions as listed in 1.5.3.

**1.5.2** The Town shall apply a 5% preference to the price offered by a local business as compared with non-local businesses, such that the price offered by the local business is adjusted lower by 5% for the purposes of evaluating which goods, services or construction offer best value.

**1.5.3** In accordance with the Atlantic Procurement Agreement, the local preference described above does not apply to the following procurements:

- i) goods that have a value of \$25,000 or greater;
- ii) services that have a value of \$50,000 or greater;
- iii) construction that has a value of \$100,000 or greater

### **1.6 TIME/COMPLETION/DELIVERY/CANCELLATION**

**1.6.1** Time is of the essence in all matters under this order and the specified completion/delivery dates should be carefully considered before proponents enter a promised date on this form. Failure to meet promised completion/delivery dates may result in cancellation of any subsequent order.

### **1.7 ERRORS**

**1.7.1** Proponent submissions as received shall be considered final and no proponent submission shall be altered, amended or withdrawn after the specified closing date.

**1.7.2** In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Proponent evaluation and contract administration.

### **1.8 FORM**

**1.8.1** Proponent submission will not be accepted unless properly signed and submitted on this form.

**1.8.2** Qualifying clauses or exceptions may result in rejection of the proponent.

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**1.9 LIABILITY**

**1.9.1** The proponent acknowledges that he is an independent contractor and shall indemnify, protect and save harmless the Town of Amherst, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Vendor, its agents or employees, of the materials covered by this order or incidental or ancillary thereto.

**1.9.2** Any claims against a Proponent/Contractor working on behalf of the Town of Amherst must be documented and the claims process started within 3 days of receipt of original complaint by either the Town or the Contractor. The Town of Amherst will not pay complete any Contractor with an outstanding insurance claim brought forward during the contracted work. Monies held are not a holdback, but are to ensure vendor resolves the claim(s) to the satisfaction of the Town of Amherst. The Town of Amherst has the sole discretion in this matter.

**1.10 PLANNING/PREDESIGN**

**1.10.1** Following the award of the Request for Proposals, the winning Proponent will meet with Town staff to develop the detailed project schedule. Once complete, no change orders will be made to the design and/or construction details without the authorization of the Director of Operations, or designate, in writing.

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

**1.10.3** The Owner will have access to all information throughout the project.

**1.11 SAFETY**

**1.11.1** As the project is deemed to be construction in nature, 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

**1.12 INDEMNITY**

**1.12.1** If the Contract is awarded, the successful proponent shall indemnify and save harmless the Town of Amherst and its directors, officers, employees and agents from and against any and all liability, claims, demands, losses, costs, damages, actions, suits or proceedings, including solicitor's fees, howsoever arising or incurred, including those alleging damage to property or injury to, or death of, any person arising out of or attributable to the contractor's performance of or the failure to perform the Work of the contract awarded.

**1.12.2** Any property or work to be provided by the contractor under this contract will remain at the Contractor's risk and the Contractor will replace, at the Contractor's expense, all property or work damaged by any cause whatsoever.

**1.13 CLARIFICATION AND ADDENDA**

**1.13.1** Notify Procurement Coordinator not less than five (5) working days before Request for Proposals Closing of omissions, errors, or ambiguities found in Request for Proposal documents.

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If Procurement Coordinator and/or Director of Operations considers that correction, explanation, or interpretation is necessary, a written addendum will be issued.

**1.13.2** All addenda will form part of Contract Documents.

**1.14 EVALUATION**

**1.14.1** An evaluation committee will be established to evaluate proposals. All proposals will first be evaluated on their compliance of response to all sections of this Request for Proposals. Compliant proposals will be further evaluated based on the following criteria:

Criteria	Weight
<b>Meets the Needs of the Town of Amherst</b>	<b>Mandatory</b>
<b>Project Price:</b>	<b>40%</b>
<b>Technical Approach &amp; Methodology</b>	<b>20%</b>
<b>Experience &amp; Qualifications</b>	<b>15%</b>
<b>Project Schedule</b>	<b>15%</b>
<b>Environmental Protection &amp; Permitting Strategy</b>	<b>10%</b>

Proposals will be scored by the following equation for Cost of Project:

1. Lowest bid will receive highest score of 40%
2. Next lowest bid will be divided into the lowest bid x 40 = \_%
3. Next lowest bid will be divided into the lowest bid x 40 = \_% and so on

**In order to advance beyond the evaluation cycle, a total overall score of 60 must be achieved upon the evaluation of your proposal.**

**1.14.2** The above evaluation criteria are defined as;

- **Project Price:** Total proposed cost to complete the work, including all design, permitting, construction, restoration, and warranty requirements.
- **Technical Approach & Methodology:** Quality, feasibility, and completeness of the proposed rehabilitation or replacement method, including trenchless techniques, construction sequencing, flow management, and minimization of impacts to the Fire Station parking lot and Dickey Brook.
- **Experience & Qualifications:** Demonstrated experience with similar culvert rehabilitation or trenchless lining projects, qualifications of key personnel, and past project performance.
- **Project Schedule:** Ability to meet regulatory timing windows, permit constraints, and overall project completion timelines.
- **Environmental Protection & Permitting Strategy:** Clear understanding of NSECC requirements, and approach to obtaining and complying with permits.

**1.15 CONDITIONS OF PURCHASE**

**1.15.1** The proponent warrants and agrees that for a period of one year or greater from the date of delivery or performance, the goods or services set out in the order are and shall be supplied or manufactured in a good and workmanlike manner. No substitution of alternate quality shall be permitted unless previously agreed to by the Town of Amherst and confirmed in writing.

## 1.16 TERMINATION

### 1.16.1 Termination of Convenience:

The Town of Amherst may terminate a contract in whole or in part, whenever the Town determines that such a termination is in the best interest of the Town, without showing cause, upon giving written notice to the proponent. The Town of Amherst shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the proponent price for the work performed. The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to date of termination.

### 1.16.2 Termination of Default:

When the proponent has not performed or has unsatisfactorily performed the contract, the Town of Amherst may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Town of Amherst. Failure on the part of the proponent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Town of Amherst in re-procuring and completing the work.

## 1.17 CONTACT

### 1.17.1 All questions relating to this Request for Proposals to be directed IN WRITING to:

**Name:** Kim Jones

**Email:** [procurement@amherst.ca](mailto:procurement@amherst.ca)

**1.17.2** Should any question raised by a proponent necessitate an addendum to this Request for Proposal, addendum notice will be posted on the Provincial ([www.procurement.novascotia.ca](http://www.procurement.novascotia.ca)) and Town of Amherst ([www.amherst.ca](http://www.amherst.ca)) websites.

**1.17.3** The Town of Amherst has the right to reject any vendor that is found to be in communication with a Town staff member other than the contact above. The Town will not, and cannot be held responsible for, any information used within a proposal that has not been communicated through this RFP, an addendum issued by Town staff specific to this RFP, and/or including information heard or communicated at any site visit.

## 1.18 LIQUIDATED DAMAGES

**1.18.1** Not applicable

## 1.19 WARRANTY

**1.19.1** Title to all materials and equipment shall be furnished free and clear of all liens, charges or other encumbrances.

**1.19.2** Upon written notice during the warranty/guarantee period, immediately replace, repair or otherwise make good all defective work, materials or equipment at no additional cost to the Town.

**1.19.3** All service work and repairs are FOB Amherst. In other words, the Town of Amherst will not pay travel charges for travel to/from our premises for warranty, further service, maintenance or repairs during the life of the equipment supplied as a result of this RFP. Out of town suppliers MUST, therefore, bid on the basis of providing service and support equivalent to that of an Amherst based dealer/supplier.

**1.20 PROPRIETARY INFORMATION**

**1.20.1** As proposals may be forwarded/reviewed by Council at public meetings, all proprietary information within your submission needs to be identified clearly, so all parties are aware of its proprietary nature. Preferred method would be yellow highlighting.



**2 SCOPE OF WORK**

**2.1 SCOPE OF WORK**

To rehabilitate or replace the existing Structural Plate Arched Culvert conveying Dickey Brook beneath the Amherst Fire Station property at 62 Albion Street.

Existing Culvert	Connections to Existing Culvert
<b>Length:</b> 47 metres	200mm PVC
<b>Span (width):</b> 2.1 metres	300mm HDPE
<b>Rise (height):</b> 1.5 metres	300mm CSP (Poor Condition)
<b>Type:</b> Corrugated steel structural plate arch	375mm Concrete
	200m PVC

The Town’s **preferred approach** is a **trenchless rehabilitation solution**, however full replacement will be considered where the proponent can demonstrate that rehabilitation is not technically feasible or cost-effective.

**2.1.1 Project Objectives**

The objectives of this project are to:

1. Restore the **structural integrity** of the culvert
2. Extend the **service life** of the culvert
3. Improve **hydraulic performance** where feasible
4. Minimize **environmental impact** to Dickey Brook
5. Minimize **surface disruption** and impacts to the Fire Station parking lot

**2.1.2 Preferred Rehabilitation Approach**

Proponents are encouraged to develop a trenchless rehabilitation methodology that may include, but is not limited to:

- Installation of a **cast-in-place or formed concrete invert/floor** inside the existing culvert
- **Void filling or grouting** between existing culvert and surrounding soil where loss of support is identified
- Installation of an internal **structural liner**, which may include:
  - Cured-in-Place Pipe (CIPP)
  - Sliplining
  - Spiral wound liner
  - Segmental plate liner
  - Shotcrete or reinforced concrete liner
  - Other engineered structural relining systems

All proposed rehabilitation systems must:

- Be **structurally designed** for full soil and live load conditions
- Provide a **minimum 20-year design life**
- Maintain or improve **hydraulic capacity** to the greatest extent practical
- Address corrosion protection and long-term durability

### 2.1.3 Replacement Option

Full culvert replacement (open cut) will be considered **only where justified**. Proponents choosing to submit a replacement option must:

- Clearly demonstrate why trenchless rehabilitation is not viable
- Provide a detailed **construction staging and diversion plan**
- **Ensure Fire Station access throughout the project**
- Minimize in-stream disturbance duration

Replacement structures must be designed to meet current standards for:

- Hydraulic capacity
- Structural loading
- Environmental protection
- Fish and aquatic organism passage, where applicable

### 2.1.4 Existing Information

A **CCTV video inspection** of the existing culvert has been completed and will be made available to proponents upon request. Proponents are responsible for:

- Reviewing the CCTV data
- Conducting any additional site investigations necessary to prepare their proposal

### 2.1.5 Permitting and Regulatory Requirements

Dickey Brook is a natural watercourse. The successful proponent shall be fully responsible for obtaining **all required approvals and permits**, including but not limited to:

- **Nova Scotia Department of Environment and Climate Change (NSECC)** approvals
- Any applicable federal authorizations if triggered by the proposed method
- Municipal permits as required

The contractor shall:

- Design and schedule the work to comply with **all permit conditions**, including any **in-stream work timing windows**

- Guarantee that construction will be completed **within the time constraints of issued permits**
- Be responsible for all monitoring, reporting, and environmental protection measures required under permits

#### 2.1.6 Environmental Protection

The proponent shall prepare and implement an **Environmental Protection Plan (EPP)** that includes:

- Erosion and sediment control measures
- Isolation of the work area from flowing water where required
- Fish and aquatic habitat protection measures
- Spill prevention and response procedures
- Site restoration and stabilization

Disturbance to Dickey Brook shall be **minimized in duration and extent**.

#### 2.1.7 Construction Requirements

The Scope of Work includes, but is not limited to:

- Site access and staging
- Traffic and site control as required to maintain **uninterrupted Fire Station operations**
- Flow management and temporary diversion or bypass pumping if required
- Cleaning and preparation of existing culvert
- Supply and installation of rehabilitation or replacement works
- Grouting and void filling
- Surface restoration
- Final site cleanup to pre-construction conditions

Emergency vehicle access to the Fire Station must be maintained at all times unless otherwise approved in writing by the Town.

#### 2.1.8 Quality Assurance and Testing

The proponent shall include a Quality Assurance / Quality Control plan that may include:

- Post-construction CCTV inspection
- Material testing and certification
- Liner thickness and strength verification (where applicable)
- Grout quality control
- As-built documentation

### 2.1.9 Deliverables

The successful proponent shall provide:

- A fully functional and structurally stable culvert, stamped by a Professional Engineer licensed in Nova Scotia, if applicable
- Construction work plan and schedule
- Environmental Protection Plan
- Permits and approvals Plan
- QA/QC plan
- Post-construction CCTV and inspection report

### 2.1.10 Schedule

The proponent shall provide a detailed schedule that:

- Aligns with anticipated regulatory timing windows
- Minimizes disruption to Fire Station operations
- Clearly identifies critical path activities

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### 2.1.11 Warranty

All rehabilitation or replacement work shall carry a **minimum two (2) year warranty** against defects in materials and workmanship, in addition to any manufacturer warranties associated with lining systems.

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## 3 PROPOSAL MANDATORIES

### 3.1 Proposals MUST include the following:

- 3.1.1** The supplier must supply product specification sheets with the Request for Proposal. It must comply with the specifications in this Request for Proposal, and it should confirm the information supplied by the supplier in the response sections of the specifications. If not, the Request for Proposal could be considered non-conformant. In the event there are discrepancies, it is the sole responsibility of the Supplier to explain these discrepancies in writing in the RFP response.
- 3.1.2** Signed copy of Attachment "A"
- 3.1.3** Provide three references for similar projects.
- 3.1.4** The Town of Amherst reserves the right to evaluate references other than those listed.
- 3.1.5** Complete manufacturer's specifications and illustrated description shall be submitted with each bid. Insufficient descriptive information may be cause for rejection of bid.
- 3.1.6** Product warranty information is to accompany all submissions.
- 3.1.7** Price must exclude HST.

- 3.1.9** Proponent may include any other information with the submission that proponent the believes is necessary.

## 4 SPECIFICATIONS

As outlined within the Scope of Work.



ATTACHMENT "A"

[Standard Terms and Conditions – The Council of Atlantic Premiers \(cap-cpma.ca\)](https://cap-cpma.ca/atlantic-supplier-development/standard-terms-and-conditions/)  
<https://cap-cpma.ca/atlantic-supplier-development/standard-terms-and-conditions/>

**NOTE: These Terms and Conditions and the Supplements for the Town of Amherst shall apply to those documents that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.**

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations.

If Proponents have questions regarding any of these Terms and Conditions, they must call the contact person named on the Invitation form.

To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the Invitation documents will reference any such documents, in addition to these Terms and Conditions.

*Failure to completely comply with these Terms and Conditions could cause the Proponent's Proponent to be disqualified.*

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**AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A AND HAS ACCORDINGLY READ THE ATLANTIC STANDARD TERMS AND CONDITIONS, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A, AS AN INTEGRAL PART OF ITS TENDER FORM IN THE MANNER AND SPACE SET OUT BELOW:**

---

Authorized Signatory for the Proponent

---

Date

---

Print Name and Title

**PROPOSAL FORM**

All prices to **exclude HST**

DESCRIPTION	PRICE (Excluding Taxes)
Culvert Rehabilitation, as described within the RFP (Lump Sum)	\$

Earliest Guaranteed Completion Date: \_\_\_\_\_

- Attachment A Signature page included in submission
- Three references full information included in submission
- Warranty information is included in package
- Addenda # \_\_\_\_\_ acknowledged

**SIGNATURES**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

[Seal]

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

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title of Signing Officer (Printed)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Full Company Address, with Postal Code

\_\_\_\_\_  
Telephone No.

**\*\*NOTE:** Proposals submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

