

**REQUEST FOR TENDER**

**RFT-25-29**

**Asphalt Concrete Patching 2026**



**Town of Amherst  
98 Victoria Street East  
Amherst, NS  
B4H 1X6**

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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, and the CONSULTING ENGINEERS OF NOVA SCOTIA JOINT COMMITTEE ON CONTRACT DOCUMENTS.

COPIES OF THE STANDARD SPECIFICATION ARE AVAILABLE FROM:

**THE JOINT COMMITTEE ON CONTRACT DOCUMENTS**  
18 Laurier Street, Dartmouth, NS B3A 2G7

TELEPHONE: 902-233-9362

OR

E-MAIL: nsmunicipalservices@gmail.com

**Bid Submission Checklist:**

**Submit WITH the Tender:**

- Tender Deposit
- Contractor Experience details
- Performance Guarantee
- Proof of Safety Certification
- WCB Clearance Letter with a current, valid date
- Certificate of Insurance, with Town of Amherst named as additional insured
- List of subcontractors
- References
- Addenda pages, if applicable
- Signed Attachment "A"
- Signed Form of Tender
- Any other document(s) deemed mandatory per the instructions included in RFT-24-23

Tender approval will first be contingent on Council approval of the 2026/27 Operational Budget, and should that budget not be approved, the Town of Amherst has the right to cancel the contract, modify the contract, or change the work as necessary, and

Second, 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 bidder and the Town of Amherst can then proceed to settle, draft and sign the necessary legal agreement.

**FAILURE TO SUBMIT ANY OF THE INFORMATION/DOCUMENTS LISTED AS REQUIRED WITHIN THIS DOCUMENT COULD RESULT IN BIDDER BEING DEEMED NON-COMPLIANT AS FAILING TO SUBMIT ALL MANDATORIES.**

## 1 INFORMATION TO BIDDERS

### INTRODUCTION

The work covered by this Request for Tenders consists of the following:

Providing asphalt concrete pavement patching and service cut patching to Town of Amherst streets, as marked and directed in writing by Town Staff.

Documents are available electronically by visiting <https://procurement.novascotia.ca/ns-tenders.aspx> or available for pick-up at reception at Town Hall, 98 Victoria Street East.

### 1.1 CONTACT

**1.1.1 ALL questions relating to this Request for Tenders to be directed IN WRITING to:**

**Name:** Aaron Bourgeois, Director of Operations

**Phone:** 902-694-3562

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

**1.1.2** Should any question raised by a bidder necessitate an addendum to this Request for Tender, 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.

**1.1.3** 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 tender that has not been communicated through this RFT, an addendum issued by Town staff specific to this RFT, and/or including information heard or communicated at any site visit.

### 1.2 TENDER SUBMISSION

Tenderers to submit completed Form of Tender, and submit all other documents as required by the invitation, for the project below by **April 14, 2026 by 2:00:00 p.m. local time.**

**TENDER: RFT-25-29 ASPHALT CONCRETE PATCHING 2026**

**ATTENTION: JASON MACDONALD, MCIP, LPP  
CHIEF ADMINISTRATIVE OFFICER**

**1.2.1** Bids will be accepted in two formats: a complete hard copy submission, or a complete electronic submission by emailing: [procurement@amherst.ca](mailto:procurement@amherst.ca).

**1.2.1.1** Electronic submissions must be complete electronically. Ensure the email subject line OR the main outside envelope is marked with the Tender ID.

**1.2.1.2** Failure to mark the subject line with the Tender ID OR the outside of any envelopes received could result in a bid being rejected as late.

#### Location:

**1.2.2.3** Electronic bids must be received by the email server of the Town of Amherst and the date and time of that email server will be taken as the correct time.

**1.2.2.4** Hard copy bids must be received and stamped received by reception staff at Town Hall. Always allow time to be served by staff. **Reception staff will serve customers on a first-come first-serve basis and this will not be an acceptable reason for lateness.**

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 in any way, for any reason.

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

**1.2.3** Any submissions or addenda submitted by fax, or telephone 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.

**1.2.4.1** Any tender received indicating less than 90 days will have the time quoted be considered a "condition" against the Town, and as a result, the Town has the right to reject.

**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 Tender 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 because of this tender, 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 does not fulfil 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.

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

**1.2.11** This RFT is subject to the Canadian Free Trade Agreement and the Atlantic Procurement Agreement.

### 1.3 TENDER OPENING

1.3.1 This RFT will not have a public opening.

### 1.4 REVISION OF TENDER SUBMISSION

1.4.1 The Town of Amherst reserves the right to amend this Request for Tenders 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 Tender submission. Only the bidder's entries on the delivered tender 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 bid price.

### 1.5 LOCAL PREFERENCE

1.5.1 Local preference will apply to this Request for Tenders as per the Town of Amherst Procurement Policy - Section 7 ([www.amherst.ca](http://www.amherst.ca)).

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.

### 1.6 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 bidders 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 Bid submissions as received shall be considered final and no bid 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 Bid evaluation and contract administration.

### 1.8 FORM

1.8.1 Bid 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 bid.

### 1.9 LIABILITY

1.9.1 The bidder 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 Bidder/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 and the Town will require proof of resolution/claims process having been completed.

### **1.10 PLANNING/PREDESIGN**

**1.10.1** Following the award of the Request for Tenders, the winning bidder 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 Town 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 Town Director of Operations, or designate, 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** If the project is deemed construction in nature, bidder will be responsible for all safety measures at the construction site. Bidder 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. Bidder 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 bidder 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 Tenders Closing of omissions, errors, or ambiguities found in Request for Tender documents. If Procurement Coordinator and/or Director of Operations, or designate 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** In evaluating the Tender, the Town may consider criteria, including but not limited to:

**1.14.1.1** the Tender price;

**1.14.1.2** the Tenderer's ability to complete the project within the scheduled time and/or completion date

**1.14.1.3** the Tenderer's ability to cooperate and work effectively with the Town, its consultants, and representatives;

**1.14.1.4** the Tenderer's ability to present cost saving opportunities which may be appropriate and acceptable to the CAO or Director of Operations and to the Municipality;

**1.14.1.5** the financial strength and capability of the Tenderer.

## **1.15 CONDITIONS OF PURCHASE**

**1.15.1** The bidder warrants and agrees that for a period of one year 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 bidder. The Town of Amherst shall pay all reasonable costs incurred by the bidder up to the date of termination. However, in no event shall the bidder be paid an amount which exceeds the bid price for the work performed. The bidder 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 bidder 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 bidder to fulfill the contractual obligations shall be considered just cause for termination of the contract. The bidder 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 WARRANTY**

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

# **2 SCOPE OF WORK**

## **2.1 GENERAL**

**2.1.1** The work covered by this Request for Tenders consists of the following:

Providing asphalt concrete pavement patching and service cut patching to Town of Amherst streets as marked and directed in writing by Town Staff.

## **2.2 SCHEDULING OF WORK**

**2.2.1** The Town must be contacted one full business day prior to the commencement of any portion of the job.

**2.2.2** All delivery slips for asphalt/gravel must be signed as received by the Town before invoices are submitted for payment.

## **2.3 TRAFFIC CONTROL**

**2.3.1** Contractor is to be responsible for providing traffic control in accordance with Nova Scotia Department of Transportation and Public Works Infrastructure Renewal Temporary Workplace Traffic Control Manual 2018 (or latest revision).

**2.3.1.2** Collector and local streets may be blocked off during contract work provided any commercial business has continual access from at least one direction.

**2.3.1.3** If a street is to be blocked off, it is the responsibility of the contractor, and they shall contact the Town of Amherst Dispatch Center at 667-8600 to advise each day of closures.

## **2.4 SUPERVISION AND COMMUNICATION**

**2.4.1** The contractor will have a project manager on site at all times who is fully qualified to properly direct the project and is experienced with all aspects of the manufacturer's recommendation for a complete and proper installation.

**2.4.2** The Town will provide an Inspector who shall mark all areas that are to be patched and identify the type of patching for the contractor (hand patching or spreader patching).

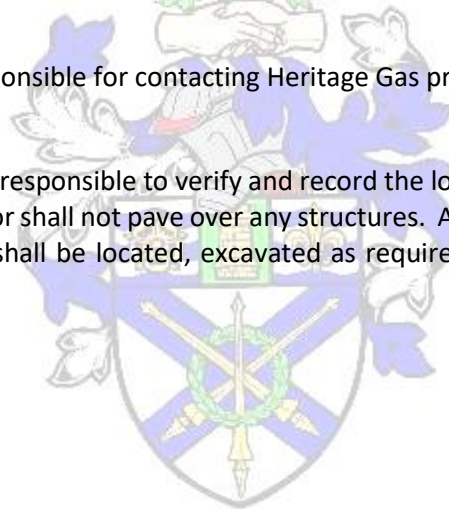
**2.4.3** No extra work will be paid for by the contractor without the written prior approval of the work by the owner. Invoices for work that did not receive prior approval will be denied.

## **2.5 NOTIFICATION**

**2.5.1** Contractor is responsible for contacting Heritage Gas prior to excavating utility cuts.

## **2.6 STRUCTURES**

**2.6.1** The Contractor is responsible to verify and record the location of all manholes, catch basins and valves. The Contractor shall not pave over any structures. Any manholes, catch basins or valves found to be paved over shall be located, excavated as required, cleaned out and repaved at the Contractor's expense.



**2.7 AMHERST STREET CLASSIFICATIONS**

**2.7.1**

ARTERIALS	COLLECTORS	
PRIORITY# 1	PRIORITY# 2	
Albion Street	Abbey Road	Industrial Park Drive
Church Street	Anson Avenue	Lamy Street
LaPlanche Street	Chamberlain Street	McCully Street
Lawrence Street	Chandler Drive	North Adelaide Street
Robert Angus Drive	Charles Street	Park Street Extension
South Albion Street	Copp Avenue	Park Street
Victoria Street East	Cornwall Street	Poplar Street
Victoria Street West	Croft Street	Prince Arthur Street
Willow Street	Dickey Street	Regent Street
	Donald Avenue	Rupert Street
	East Pleasant Street	Spring Street
	Eddy Street	Station Street
	Elmwood Drive	Tantrammar Crescent
	Fairview Avenue	Townsend Avenue
	Havelock Street	Tupper Boulevard
	Hickman Street	West Pleasant Street
		Winston Avenue

**2.8 SCHEDULE**

**2.8.1** Patching of all service cuts on the list delivered by the Town after the contract award are to be completed by June 30, 2026.

**2.8.2** Asphalt street patching on arterial and collector streets on the list given to the contractor after the contract award are to be completed by July 15, 2026.

**2.8.3** The list of new service cuts will be given to the contractor on Friday of each week, with work on arterial streets to be completed by the end of the week, and work on other streets completed within four (4) weeks.

**2.9 GENERAL**

**2.9.1** This section governs the supply of all labor, equipment and materials necessary for the placement of asphalt concrete patching in accordance with these specifications or as directed by the Director of Operations or designate.

**2.9.2** Asphalt concrete patching will consist of the supply and placement of asphalt concrete under the following conditions:

- Repair or replace asphalt concrete to the grade of existing asphalt concrete surface (i.e.: pot holes, broken areas, etc.) as marked by Town staff.
- Correct depressions in the existing asphalt concrete surface in marked areas.
- Service cut repairs will include removal and re-paving of the service cut area as marked by Town Staff.

## 2.10 STANDARDS

**2.10.1** All materials shall be supplied by the Contractor and must meet or exceed all requirements of the Nova Scotia Department of Transportation and Public Works Standard Specifications - Highway Construction and Maintenance latest edition, unless these specifications provide otherwise.

## 2.11. MATERIALS

**2.11.1 TACK COAT:** Where asphalt concrete is placed as a resurfacing layer over existing pavement, a uniform cover of RSI emulsion tack coat shall be applied at a coverage rate of 0.23 litres per square meter, prior to placing new asphalt concrete. The full width of surface to be treated shall be cleaned to remove all sand, gravel, mud, etc., from existing paved area. This shall be incidental to the work.

**2.11.1.1** The use of brooms for manual application on patching contracts is acceptable. Tack coat shall not be applied in wet weather or at an ambient temperature lower than 10°C.

**2.11.1.2** Any tack coat adhering to concrete walks, curbs or adjacent structures along the street shall be removed at the Contractor's expense.

**2.11.1.3** Traffic shall be diverted around freshly sprayed surfaces, if possible, until tack coat has set. Tack coat shall not be applied over an area greater than can be covered by the asphaltic concrete placed in the same day. Hot mix asphalt shall not be placed until the tack coat has become tacky.

**2.11.1.4** The Contractor shall be responsible to reinstate, at his own expense, any bituminous tack-coated surface which becomes fouled due to weather and/or traffic.

## 2.11.2 ASPHALT CONCRETE PAVEMENT:

**2.11.2.1** Finished pavement shall conform to the lines and grades of the surrounding pavement and conforming to the existing roadway crown and slope.

**2.11.2.2** The contractor may place asphalt concrete patching by machine when possible, at the discretion of the Director of Operations, or designate, to ensure a smooth, uniform surface after compaction.

## 2.11.3 SUBGRADE PREPARATION AND FINE GRADING

**2.11.3.1** All areas that are found to be loose, soft, spongy or composed of unsuitable material must, after certification from the Town, be dug out, refilled with Type I Gravel and compacted to 100% of maximum density.

## 2.11.4 SERVICE CUT PREPARATION AND PAVING

**2.11.4.1** The existing gravel in the cut is to be excavated to a depth of 100 mm on local streets and 125mm on collector and arterial streets for the width of the cut to allow for placement of new asphalt concrete cement. Before placement of asphalt the contractor is responsible to grade and compact the gravel bedding and apply tack as specified under section A. Where the cut perimeter is not uniform and cut with straight edges as determined by the Town, the contractor is to re-cut the asphalt to improve the uniformity of the cut edges as directed by the Town.

**2.11.4.2** On service cuts or other excavated areas on collector and arterial streets, the service cut is to be patched with 75mm of Type B and 50mm of Type C asphalt concrete. On local streets the service cut or excavated area is to be patched with 75mm of Type B and 25mm of Type C asphalt concrete and must be flush with existing asphalt.

**2.11.4.3** Final Grade: The final grade must not vary more than 6mm from a straight edge across the service cut.

**2.11.4.4** Excavated material shall be considered in the custody of the Contractor for disposal purposes.

**2.11.5 PLACING ASPHALT CONCRETE PATCHING MATERIAL**

**2.11.5.1** For patching operations a minimum of one Class "8" 4 tonne tandem vibrating roller must be used with each patching crew.

**2.11.5.2** Adjacent curbs, catch basins, manholes and similar structures and places not accessible to roller, the mixture shall be thoroughly compacted by means of hot hand tampers and effectively sealed.

**2.11.5.3** Asphalt patches shall be placed in rectangular sections and feathered at the edges to meet the grade of the street. The surface of the finished pavement shall be free from depressions exceeding 3mm as measured with a 3m straight edge.

**2.11.5.4** Asphalt concrete placed on existing paved surfaces shall be laid upon a dry base. Asphalt concrete shall not be placed when rainy weather conditions prevail.

**2.12 MEASUREMENT & PAYMENT**

**2.12.1** Asphalt concrete quantities will be based on weigh slips from a certified scale less any tonnage not used to equal the tonnage certified by the Director of Operations, or designate for payment.

**2.12.2** Asphalt Concrete Patching will be paid for at the contract unit price per tonne for the Asphalt Concrete actually incorporated and accepted in the work, which price shall be full compensation for furnishing of all materials, heating, handling, transporting, mixing, placing, and rolling of all materials, the supplying of all equipment, plant, labor, and incidentals including tack coat and traffic control necessary to complete the work.

**2.12.3** Service cut asphalt concrete patching will be paid for at the unit contract price per tonne for the Asphalt Concrete actually incorporated and accepted in the work, which price shall be full compensation for furnishing of all materials, including excavation and removal of existing service cut gravels to permit installation of asphalt patch, cutting, removal and disposal of asphalt as required, grading and compaction of existing gravel to asphalt sub-grade elevation, heating, handling, transporting, mixing, placing, and rolling of all materials, the supplying of all equipment, plant, labor, and incidentals including tack coat and traffic control necessary to complete the work.

**2.12.4** Type I gravel fill quantities for street areas and service cuts, where excavation beyond asphalt sub-grade is certified by the Town, shall be determined from cross sections and elevations taken immediately following the excavation; quantities will be based on an "in-place" measurement.

**2.12.5** Cost of backfill to include cost of excavation and disposal of surplus material.

**2.13 PRICE ESCALATION/DE-ESCALATION – PERFORMANCE GRADED ASPHALT BINDER (PGAB) – ASPHALT CONCRETE MIX:**

**2.13.1** The Contractor will be assessed a price increase or decrease for asphalt concrete mix placed under this contract, if the Monthly Asphalt Binder Rack Price (MABRP) for the PGAB specified differs by more than \$10.00 per tonne of PGAB, between the month in which this tender closes and the month (s) in which the paving/repaving work is performed. The MABRP will be the weighted average posted rack price established for the month, based on the rack prices provided by each approved supplier and as found at the following link: <https://novascotia.ca/tran/trucking/rackprice.asp>

**2.13.2** Be advised that participation in this price escalation/de-escalation program is mandatory to this contract.

**2.13.3** The Town's assessment of a price increase/decrease will be based on the difference between the posted weighted average MABRP for the month in which the tender closes, and the weighted average MABRP for the month (s) in which the paving/repaving work is performed.

Price differentials will only be applied for MABRP differences of \$10.00 or more per tonne of PGAB. Corresponding amounts will be calculated based on the number of tones of asphalt concrete mix placed and accepted by the Director of Operations, or designate multiplied by \$0.50 per tonne of hot mix

Price adjustments due to the Contractor or amounts owing to the Town will be paid/recovered when paving/repaving season is completed.

**Example:**

-Tender Close May 1, 2026

- Price of PGAB at time of closing = \$520/tonne

- Contractor placed asphalt in July 2026

- MABRP for PG 58-28 posted for July 2026 was \$590/tonne

Price Escalation = \$590- \$520 = \$70/\$10 x \$0.50 = \$3.50/tonne

**2.14 FINAL CLEAN-UP**

**2.14.1** Immediately after the completion of the work on each street, the Contractor shall remove from the street all unused material, refuse and dirt placed by, on or in the vicinity of the work and leave the street in a neat and clean condition.

**2.15 REPLACEMENTS**

**2.15.1** If, at any time before the end of the current paving season, (i.e.: October 31) any raveling, shoving or other fault develops in the pavement as laid, all materials in such place shall be removed, the edges of the joints cut square and painted with tack coat and fresh mixture placed and compacted. All such removal and replacement of unsatisfactory material shall be done at the expense of the Contractor.

### 3 DOCUMENTATION REQUIREMENTS

#### ***THE TENDERER WILL INCLUDE WITH TENDER SUBMISSION:***

##### **3.1 TENDER DEPOSIT**

**3.1.1** The Bidder will submit with the tender, a certified cheque, Bid Bond or irrevocable letter of credit in the amount of ten percent (10%) of the Contract Price, payable to the Town of Amherst and the Tenderer agrees this amount may be forfeited if the winning proponent fails to comply with any other provisions of this RFP.

**3.1.1.1** The tender deposit shall be returned to the unsuccessful Proponent(s) after a Contract has been signed with the successful proponent, if requested within the proposal form.

##### **3.2 CONTRACTOR EXPERIENCE**

**3.2.1** The Bidder will include with submission a corporate overview outlining their related experience in the required services.

**3.2.2** The Tenderer will include with submission the name(s) of staff deemed by the contractor to be supervisory staff.

##### **3.3 PERFORMANCE GUARANTEE**

**3.3.1** The Contractor will submit with tender a Performance Bond and a Labour and Materials Bond, each in the amount of fifty percent (50%) of the Total Amount Payable. Should it become apparent that the final cost of the project will exceed the Total Amount Payable by more than ten percent (10%), the Contractor shall arrange to have the bonds reissued, based on the projected final project cost.

**3.3.1.1** The Owner will retain the tender security until the work has been substantially completed, as determined by the Director of Operations, or designate.

##### **3.4 SAFETY CERTIFICATION**

**3.4.1** The Bidder will include with submission a copy of Bidder's current and valid Letter of Good Standing issued by the Nova Scotia Construction Safety Association, or a recognized safety certified company, with sole discretion of acceptance with the Town of Amherst.

**3.4.2** if the Contractor being recommended for award is an out-of-province company, a current and valid Letter of Good Standing from their province of origin or from a recognized Safety Association which utilizes an external audit element, shall be supplied.

**3.4.2.1** The Town reserves the right to reject the letter of good standing should it consider the Safety Association not level with its counterpart in Nova Scotia.

##### **3.5 WORKERS' COMPENSATION**

**3.5.1** The Bidder will include with submission a certificate of good standing with the Workers' Compensation Board of Nova Scotia.

##### **3.6 INSURANCE CERTIFICATE**

**3.5.2** The Bidder will include with submission a valid insurance certificate, proving:

**3.5.2.1** General Liability Insurance not less than \$5,000,000, inclusive per occurrence for bodily injury, death and damage to property. This insurance shall be maintained continuously from commencement of the Work until completion of the Work.

**3.5.2.2** Automobile Liability Insurance in respect to licensed vehicles of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property.

**3.5.2.3** Within 14 days of award, and before a contract can be signed/work can begin, the winning Contractor will issue to the Town a valid insurance certificate **with the Town of Amherst named under additional insured.**

**3.7 REFERENCES**

**3.7.1** List three references for similar Work performed for other municipal units.

**3.7.1.1** The Town of Amherst reserves the right to evaluate references other than those listed.

**3.1.7.2** Where possible, the references will not be the Town of Amherst

**3.8 SUPPORT**

**3.8.1** Supplier to specify where main office is located and how supplier will offer after sales support.

**3.9 SUBCONTRACTORS**

**3.9.1** Proponent will include a list of subcontractors to be used.

**3.10 TENDER FORM**

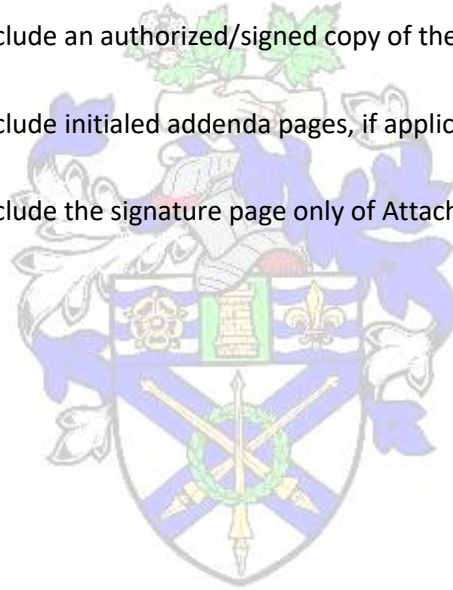
**3.10.1** Proponent will include an authorized/signed copy of the tender form.

**3.11 ADDENDA**

**3.11.1** Proponent will include initialed addenda pages, if applicable.

**3.12 ATTACHMENT 'A'**

**3.12.1** Proponent will include the signature page only of Attachment 'A'.



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ATTACHMENT "A"

[Atlantic Standard Terms and Conditions](#)  
[Standard Terms and Conditions – The Council of Atlantic Premiers \(cap-cpma.ca\)](#)

**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

## 1. SALUTATION

- .1 **To:** Town of Amherst  
98 East Victoria Street  
Amherst, NS B4H 1X6

**ATTENTION:** Jason MacDonald, MCIP, LPP  
Chief Administrative Officer

- .2 **For:** **RFT-25-29 ASPHALT CONCRETE PATCHING 2026**

- .3 **From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That he has carefully examined the proposed work; familiarized himself with local conditions, including labor conditions; carefully examined the Contract Documents and taken all the foregoing into consideration in preparation of this Tender.
- .3 That addenda numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive were carefully examined.

## 3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary for the price stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That this Tender is valid for acceptance for 90 days from Tender Closing.
- .3 To provide documentation as listed within the Tender document.
- .4 That failure to enter into a formal contract and give specified insurance, tender security, WCB and safety certificates will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .5 That if certified cheque is forfeited, Owner will retain the difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund the balance, if any, to Tenderer.
- .6 That the Contract Documents include:
- .1 Completed Tender Form
  - .2 Completed Attachment A

**4. SCHEDULE OF PRICES**  
*Prices are to exclude HST.*

Item	Description <b>Unit bid prices to be written in ink</b>	Unit	Estimated Quantity	Unit Bid Prices	Total
1.	NSTIR Asphalt concrete Type "E" sand mix, including tack coat in place for <u>hand patching</u> streets	Tonne	15		
2.	NSTIR Asphalt Concrete Type "E" sand mix, <u>spreader patch</u> , including tack coat in place	Tonne	900		
3.	Asphalt patching service cuts NSTIR Asphalt concrete Type "C" finish course in place	Tonne	265		
4.	Type I gravel base in-place and compacted	m3	25		
<b>TOTAL TENDERED PRICE excluding HST</b>					

The Town reserves the right to decrease or increase the above quantities at any time

**OPTIONAL:**

Item	Description <b>Unit bid prices to be written in ink</b>	Unit	Estimated Quantity	Unit Bid Prices	Total
1.	Asphalt Milling	m2	50		

Is the Town to return the Bid Bond by mail?

**5. COMPLETION TIME**

.1 Tenderer agrees the contract will be valid until March 31, 2027. Work to be completed as written within the tender document RFT-25-29.

**6. ADDITIONAL WORK**

.1 It is important to note that all work in addition to the work identified in the contract must be approved by the project manager and specifically any work that has a value greater than \$ 1,999 needs to have written approval before proceeding. Work greater than \$1,999 completed without written approval will not be paid.

**7. 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.

\_\_\_\_\_  
Fax No.

**\*\*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.