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**REQUEST FOR TENDERS  
RFT-26-04  
CAPITAL PAVING 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

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#### 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
- Contractor Employees
- Addenda pages, if applicable
- Signed Attachment "A"
- Signed Form of Tender
- Any other document(s) deemed mandatory per the instructions included in RFT-26-04

##### Sealed envelope to indicate:

- Tender ID
- Company name and full address of bidder

**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

### 1.1 INTRODUCTION

The Town of Amherst is currently seeking bids for the completion of asphalt work throughout the Town, as listed in the scope of work.

Documents are available electronically by visiting <https://procurement.novascotia.ca/ns-tenders.aspx>.

### 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 28, 2026 by 2:00:00 p.m. local time.**

Bids will be accepted in two formats: a complete hard copy submission, or electronically by emailing: [procurement@amherst.ca](mailto:procurement@amherst.ca). Electronic submissions must be complete electronically. Ensure the email subject line OR the main outside envelope is marked with the Tender ID:

**TENDER: RFT-26-04 CAPITAL PAVING 2026**

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

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

**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.

**Time:**

**1.2.2.3** Electronic bids must be received by the time listed above on the Town of Amherst email server and the date and time on the Town of Amherst email server are to be considered the official receipt date and 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.
- 1.2.5** 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 as a result 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 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** Tender 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.
- 1.2.9.3** Tender approval will be contingent on Council approval of the 2026/26 budget, and should that budget be not approved, the Town of Amherst has the right to cancel the contract, modify the contract, or change the work as necessary.
- 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 all applicable trade agreements including the Canadian Free Trade Agreement and the Atlantic Trade and Procurement Partnership (ATPP).

### **1.3 TENDER OPENING**

- 1.3.1** Tender 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 **not** apply to this Request for Tenders as per the Town of Amherst Procurement Policy - Section 7 ([www.amherst.ca](http://www.amherst.ca)).

#### **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 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, 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 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:

- the Tender price;
- the Tenderer's ability to complete the project within the scheduled time;
- the Tenderer's ability to cooperate and work effectively with the Town, its consultants and representatives;
- the Tender completion date;
- the Tenderer's ability to present cost saving opportunities which may be appropriate and acceptable to the Director of Operations and to the Corporation;
- 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 CONTACT

### 1.17.1 ALL questions relating to this Request for Tenders to be directed IN WRITING to:

**Name:** Aaron Bourgeois

**Title:** Director of Operations

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

**1.17.2** 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.

**1.17.3** 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 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.

## 1.18 WARRANTY

**1.18.1** 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**

The following areas have been identified for paving and or curb installation under this tender. The proposed locations are described below. Dimensions and areas are approximate and may vary.

The Town reserves the right to adjust the scope of the work to fit within the Town’s approved budget.

Street	Section	Length (m)	Width (m)	Thickness (mm)	Work Description
Milford Street	Coates to Franklyn	88	8.0	38	Asphalt Overlay
Milford Street	Willow to Allison	96	8.5	38	Asphalt Overlay
Foundry Street	Copp to the end	62	6.0	38	Asphalt Overlay
Clinton Street	South Albion to end	330	8.0	38	Asphalt Overlay
Hill Street	Mission to West Pleasant	413	8.0	38	Asphalt Overlay
Chamberlain St.	South Albion to Newton	220	8.0	38	Asphalt Overlay
Park Street	Hickman to Mission	274	8.0	38	Asphalt Overlay
Townshend Ave	Donald to Willow	240	8.5	50	Cold Mill & Overlay
Willow Court	All	125	7.0	50	Cold Mill & Overlay
Brown Street	All	133	8.0	38	Widen, Curb, Overlay
Mosher Street	All	134	8.0	38	Widen, Curb, Overlay
Marshview Drive	From End of Existing Curb	120	8.0	100	Curb, Fine Grade & Pave
Robb Complex	From Gates to Dugouts	160	2.5	75	Asphalt Walkway
Church Street Tennis Court	Expand Existing Surface	34	8.5	75	Extension of Existing Asphalt Courts

**2.1.1 For “Asphalt Overlay” the following applies:**

- I. Overlay existing street surface with 38 mm of Type “D” asphalt concrete surface course.
- II. Tack coat to be applied between asphalt layers
- III. All valve boxes, manhole covers, and catch basin covers to be adjusted as required to ensure proper positioning. Risers will be provided by the Town of Amherst as required.
- IV. Keyed joints to be completed at all street intersections and major driveways (to be determined by TOA representative). Keyed joints must be a minimum of 1 meter in width, or wider as required.
- V. As determined by the TOA, failed sections of existing asphalt shall be patched prior to paving. This includes minor hand patching of potholes, and/or padding sections of the roadway prior to the placement of the final overlay.

**2.1.2 For “Cold Mill and Overlay” the following applies:**

- i. Road surface to be milled to a depth of 50 mm, tack coated and paved with 50 mm of type D asphalt concrete surface course.

- ii. All millings shall be collected and delivered to the Amherst Works Garage.
- iii. All valve boxes, manhole covers, and catch basin covers to be adjusted as required to ensure proper positioning. Risers will be provided by the Town of Amherst as required.
- iv. The entire roadway shall be swept free of debris, to the satisfaction of the Town of Amherst, following the completion of milling, and prior to the placement of asphalt.

**2.1.3 For "Asphalt Walkways" the following applies:**

- I. Excavate existing ground approximately 225mm deep by 2.5m wide
- II. Place 150 mm of compacted type 1 gravel
- III. Place 75 mm of compacted type D Asphalt
- IV. Reinstate all disturbed areas

**2.1.4 For "Extension of Existing Asphalt Courts" the following applies:**

- I. Saw cut and remove existing asphalt approximately 289 m<sup>2</sup>
- II. Excavate existing ground approximately 225mm deep
- III. Place 150 mm of compacted type 1 gravel
- IV. Place 75 mm of compacted type D Asphalt to match existing asphalt surface

**2.1.5 For "Curb, Fine Grade & Pave" the following applies:**

- I. Fine grade existing gravels over an area of approximately 1200m<sup>2</sup> to provide a firm base for asphalt and positive water drainage
- II. Supply, place, and compact Type B asphalt at an average compacted thickness of 50mm
- III. Supply place, and compact Type C asphalt at an average compacted thickness of 50mm
- IV. Any additional gravels required shall be provided by the Town
- V. For concrete curb this item includes the placement and compaction of Type I gravel base, as needed, to ensure proper grade, installation and finishing of extruded mountable concrete curb, including any necessary handwork and cutting of existing curb on Marshview Drive, placing and compacting of backfill, and reinstatement of all disturbed areas

**2.1.6 For "Widen, Curb, & Overlay" the following applies:**

- I. For concrete curb this item includes the placement and compaction of Type I gravel base, as needed, to ensure proper grade (to match existing asphalt surface), installation and finishing of extruded mountable concrete curb to create an 8m wide roadway, including any necessary handwork and cutting of existing curbs and driveways, placing and compacting of backfill, and reinstatement of all driveways and disturbed areas

- II. Remove any vegetation, excavate, and patch the gravel section between the existing 6.0m paved surface and the new curb with 50mm of compacted Type 'B' asphalt
- III. Overlay entire street surface with 38mm of Type D asphalt concrete surface course.
- IV. Keyed joints to be completed at all street intersections and major driveways (to be determined by TOA representative). Keyed joints must be a minimum of 1 meter in width, or wider as required.

## **2.2 SCHEDULING of WORK**

**2.2.1** Contractor will schedule work after June 1, 2026 to help avoid wet conditions. To extend work beyond September 30, 2026, the contractor must obtain written permission from the Town.

**2.2.2** The Town requires one week notice prior to beginning any paving operation.

## **2.3 NOTIFICATION**

**2.3.1** Contractor is responsible for obtaining all locates. (Eastward Energy and Nova Scotia Power)

## **2.4 TRAFFIC CONTROL**

**2.4.1** 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 2024 (or latest revision).

## **2.5 TOWN OF AMHERST WORK PERMIT**

**2.5.1** Successful bidder shall complete a Town of Amherst Work Permit prior to work commencement as part of the Town of Amherst's safety program.

## **2.6 SUPERVISION AND COMMUNICATION**

**2.6.1** The Contractor will have a foreman on site at all times who is fully qualified to properly direct the project.

**2.6.2** It is important to note that all work in addition to the work identified in the contract must be approved by the Town of Amherst Project Manager prior to commencement; any work that has a value greater than \$ 1,999, plus HST, must receive written approval from the Town before proceeding. Any additional work completed without written approval by an authorized Town of Amherst staff member will not be paid.

## **2.7 STANDARDS**

**2.7.1** 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.

## **2.8 MATERIALS**

**2.8.1 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.

**2.8.1.1** 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.

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

**2.8.1.3** 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.

**2.8.1.4** 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.

**2.8.2 ASPHALT CONCRETE PAVEMENT:**

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

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

**2.8.3 SUBGRADE PREPARATION AND FINE GRADING**

**2.8.3.1** 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.

**2.9 MEASUREMENT & PAYMENT**

**2.9.1 Gravels**

- Unit of Measurement: tonne (t)
- This item includes: supply, excavation, removal, saw cutting, placement, and compaction of gravel below finish asphalt base as a means of fine grading.

**2.9.2 Asphalt Concrete**

- Unit of Measurement: tonne (t)
- Method of measurement: weigh tickets signed by the contractor to Town staff upon delivery of each load. No payment will be made for material that causes a truck to exceed its registered GVW.
- This item includes: supply, placement, compaction and tack as indicated.
- All street paving, where possible, will have a crown of 3% from the centreline of the street to the curb.

**2.9.3 Concrete Curb (Mountable)**

- Unit of Measurement: linear meters (m)
- Method of measurement: length of curb installed
- This item includes: excavation, supply, placement and compaction of bedding material to proper grade, supply and installation of concrete curb, placement and compaction of all backfill materials, and reinstatement of disturbed area as required to pre-construction condition as determined by the Town.

**2.9.4 Asphalt Milling**

- Unit of Measurement - square meter (m<sup>2</sup>)
- Method of measurement: area of street surface milled, measured using a measuring wheel
- This item includes: milling existing asphalt, material removal, cleanup, and traffic control as required.

**2.9.5 Keyed Joint**

- Unit of Measurement: metre (m)
- Method of measurement: length of milled keys
- This item includes: Milling existing asphalt concrete pavement to expose a vertical surface of a depth equal to the thickness of the final lift against which new asphalt concrete may be placed. The minimum width of keyed joints shall be 1m.

**2.9.6 Valve and Structure Adjustments in the Street**

- Incidental to the work – no additional payment for adjusting valves and structures
- Contractor is responsible for the adjustment of all manhole(s), valve box(es), and catch basin cover(s). If risers or extenders are required, they will be provided by the Town of Amherst, after Contractor receives approval from the Town On-Site Supervisor, in writing.

**2.9.7 Walkways at Robb Complex - Asphalt**

- Unit of measurement: tonne (t)
- Method of measurement: weigh tickets signed by the contractor to Town staff upon delivery of each load. No payment will be made for material that causes a truck to exceed its registered GVW.
- This item includes: supply, placement, compaction and tack as indicated.

**2.9.8 Driveway reinstatement – Asphalt and or Gravel (Brown and Mosher Streets)**

- Unit of measurement: Each (ea)
- Method of measurement: Driveway reinstatement shall be measured on a per each basis, with each individual driveway reinstated constituting one unit of measurement.
- This item includes: All labor, materials, equipment, excavation, granular base, asphalt and or gravel replacement, grading, and restoration necessary to complete the reinstatement.

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

- 2.10.1** 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>

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

**2.10.3** 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, 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 =  $\$590 - \$520 = \$70 / \$10 \times \$0.50 = \$3.50/\text{tonne}$

## **2.11 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.

## **2.12 REPLACEMENTS**

**2.12.1** The warranty period under the Contract is one year from the date of Substantial Completion of the Work.

**2.12.2** The Town shall promptly give the Contractor Notice in Writing of observed defects and deficiencies which occur during the one-year warranty period.

**2.12.3** The Contractor shall promptly correct, at the Contractor's expense, defects or deficiencies in the Work which appear prior to and during the one-year warranty period.

**2.12.4** All such removal and replacement of unsatisfactory material shall be done at the expense of the Contractor.

## **3 DOCUMENTATION REQUIREMENTS**

### **THE TENDER SHALL SUBMIT WITH TENDER:**

#### **3.1 TENDER DEPOSIT**

- The Tenderer shall submit ***with tender*** a **copy** of Bid Bond or irrevocable letter of credit from a certified financial institution, 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 as liquidated damages in the event that the tender is withdrawn after closing or the Tenderer fails to comply with any other provisions of this Tender.
- The Contractor is responsible for 100% of the amount incurred.
- The successful tenderer will submit the original to the Town of Amherst before a contract can be signed and the Work can begin.
- The Town is not responsible for late Work due to a delay in receiving the necessary documentation.

### 3.2 CONTRACTOR EXPERIENCE

- The Tenderer shall submit ***with tender*** a corporate overview outlining their related experience of capital paving in the contracting business.
- All bidders to submit with tender a list of equipment to be used in project.

### 3.3 PERFORMANCE GUARANTEE

- The Tenderer shall submit ***with tender*** a Consent of Surety by a firm legally entitled to do work in Nova Scotia, and whose worth, over and above its present liabilities, is greater than the total amount of the bonds provided.
- Contract security will be required in the form of a bond.
- Contract Security shall be submitted within 14 days of award of Contract and shall include a Performance Bond and a Labour and Materials Bond, each in the amount of fifty percent (50%) of the Tender Price. The cost of the bonds shall be borne by the Tenderer.
- The Owner will retain the tender security until the work has been substantially completed, as determined by the Town of Amherst Director of Operations.

### 3.4 SAFETY CERTIFICATION

- The Tenderer shall submit ***with tender***, a copy of Tenderer'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.
  - If the Contractor being recommended to Council 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.
  - 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

- The Tenderer shall submit ***with tender*** a certificate of good standing with the Workers' Compensation Board of Nova Scotia.

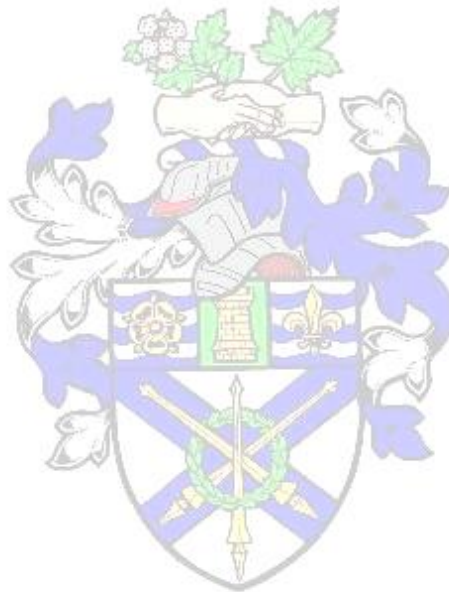
### 3.6 INSURANCE CERTIFICATE

- The Tenderer shall submit ***with tender*** a valid insurance certificate, proving:
  - 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.
  - 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.

- 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 Contractor Employees**

- The Tenderer shall submit **with tender** the name(s) of staff deemed by the contractor to be supervisory staff.



ATTACHMENT "A"

**Atlantic Standard Terms and Conditions:**

<https://cap-cpma.ca/atlantic-supplier-development/standard-terms-and-conditions/>

<https://cap-cpma.ca/key-initiatives/>

**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

PROCUREMENT@AMHERST.CA

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

- .2 **For:** **RFT-26-04 CAPITAL PAVING 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 Contractor will provide weigh slips identifying tonnages per truck load of asphalt the day of paving.  
.7 Invoices will be itemized per street, including all work, with taxes extra.

#### 4. SCHEDULE OF QUANTITIES AND PRICES

Price to include any and all delivery charges, FOB Amherst, Nova Scotia and is to exclude HST. The Town of Amherst, at its sole discretion, may increase or reduce tender quantities at any time following the award of the contract.

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Type D Asphalt Concrete: <b>Overlays and Top Lift</b>	Tonnes	2000		
2	Type D Asphalt Concrete: <b><u>Church Street Court</u></b>	Tonnes	65		
3	Type B Asphalt Concrete: <b><u>Marshview Drive</u></b>	Tonnes	135		
4	Type B Asphalt Concrete: <b><u>Brown and Mosher Streets</u></b>	Tonnes	95		
5	<b>Keyed Joints</b>	m	150		
6	<b>Cold Milling</b>	m <sup>2</sup>	3,000		
7	<b>Mountable Curb and Gutter – <u>Marshview Drive</u></b>	m	240		
8	<b>Mountable Curb and Gutter – <u>Brown and Mosher</u></b>	m	620		
9	<b>Fine Grading – <u>Marshview Drive</u></b>	m <sup>2</sup>	1200		
10	<b>Type D Asphalt Concrete: Asphalt Walkways – <u>Robb Complex</u></b>	Tonnes	85		
11	<b>Type I Gravel Base –<u>Robb Complex / Church Street Court</u></b>	Tonnes	250		
12	<b>Asphalt Driveway Reinstatement – Brown/Mosher Streets</b>	Each	6		
13	<b>Gravel Driveway Reinstatement – Brown/Mosher Streets</b>	Each	2		

**TOTAL TENDERED PRICE\***

\$ \_\_\_\_\_  
(Excluding HST)

**5. COMPLETION TIME**

- .1 Tenderer agrees to complete the Work by September 30, 2026.

**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.