



# **TOWN OF SHELBURNE**

REQUEST FOR TENDER

## **Ohio Road Re-Paving**

2025

Town of Shelburne  
P.O. Box 670  
162 Mowatt St  
Shelburne, NS B0T 1W0

Closing Date: August 5<sup>th</sup> , 2025

## **1. INFORMATION TO BIDDERS**

### **1.1 Scope of Tenders**

The Town of Shelburne is requesting tenders for asphalt paving (by laid tonne) in accordance with the Terms of Reference provided in this Request for Tender (RFT) document.

### **1.2 Questions & Clarifications**

It is the Bidder's responsibility to clarify any details in question not mentioned in this document prior to submitting their tender.

Questions with respect to this Request for Tenders should be directed to **Will Butler, Public Works Supervisor** by phone at **902-319-0456** or via email to **will.butler@shelburnens.ca**

Responses to all questions will be shared with all bidders via the website to ensure a level playing field for all bidders. Questions received after this date and time will not receive a response.

Questions will be answered within forty-eight (48) hours of receipt (weekends excepted). Clarification does not form part of the tendering document.

Any modifications to the document will be in the form of an addendum which will be issued to all bidders and provided on the website at least twenty-four (24) prior to the closing date. No changes will be made during the final twenty-four (24) hours.

### **1.3 Delivery and Closing Date for Tenders**

Any change notices, appendices, and addenda issued for this Request for Tenders shall be considered part of this tender document.

Tenders must be submitted electronically via email to the designated contact listed in the tender documents, clearly indicating the tender name and number in the subject line. Hard copy submissions are no longer required.

Submissions must be in PDF or another commonly accessible format and must be received prior to the specified closing date and time. It is the bidder's responsibility to ensure successful and timely delivery of their submission.

All tenders must be typewritten or completed electronically. Any corrections or alterations must be clearly identified and initialed by the individual authorized to sign on behalf of the bidder

Tenders shall not be accepted after the closing date and time. Bidders may not make modifications to their tender after the closing date and time.

**All tender documents shall become the property of the Town.**

It is the responsibility of each bidder to submit all required documents as outlined in this Request for Tenders. Failure to quote on all options set out will disqualify your tender.

Sealed tenders in an envelope, including the attached document (Schedule “A”) should be clearly marked as to contents and will be received until 3:00 p.m. on Aug. 5th, 2025.

Tenders will be opened immediately following the closing date detailed above and will be provided to the evaluation committee.

**1.4 Town Contact Person**

Questions with respect to this Request for Tenders should be directed to **Will Butler, Public Works Supervisor** by phone at **902-319-0456** or via email to **will.butler@shelburnens.ca**

**1.5 Selection Process**

The Town will not necessarily accept the lowest price or any tender. Any implication that the lowest price or any tender will be accepted is hereby expressly negated. The tender will be awarded to one firm only.

**Evaluation Criteria Details**

**a. Cost Proposal (40%)**

Proponents must provide a detailed, itemized cost breakdown for the full scope of the re-paving project. This should include costs for materials, labour, equipment, disposal, optional items (e.g., post sleeves/caps), and any other relevant expenses.

**b. Project Timeline (25%)**

The proposed timeline will be evaluated for feasibility, efficiency, and alignment with the Town’s schedule. Clear milestones and completion dates are expected. All work must begin prior to Oct 1<sup>st</sup>, 2025 and be completed by Oct 17<sup>th</sup> 2025.

**c. Responsiveness (15%)**

Tenders will be assessed for clarity, completeness, and alignment with the RFT requirements. This includes adherence to the scope of work, submission format, and inclusion of all requested information.

**d. References (10%)**

A minimum of two (2) relevant references must be provided, preferably from municipal or similar clients. References should demonstrate successful completion of similar re-paving projects and attest to the proponent’s reliability, workmanship, and customer service.

**e. Local Proponent Bonus (10%)**

Proponents with a business address located within the Town of Shelburne or surrounding region are eligible for a 10% bonus added to their final evaluation score. Local business presence should be clearly indicated in the proposal.

<b>Evaluation Criteria</b>	<b>Weighting</b>
Cost Proposal	40%
Project Timeline	25%
Responsiveness to RFP	15%
References (Minimum of 2)	10%
Local Proponent Bonus	10%
<b>Total</b>	<b>100%</b>

**1.6 Rejection of Tenders**

The Town reserves the right to reject any and/or all tenders received. The Town is not under any obligation to award a contract and reserves the right to terminate the Request for Tender at any time for any reason, and to withdraw from discussions with all or any of the bidders who have responded. The receipt and opening of a tender does not constitute acceptance of any tender.

**1.7 Reservation of Right**

Bidders will not have the right to change conditions, terms or prices of the tender once the tender has been submitted in writing to the Town, nor shall bidders have the right to withdraw a tender once it has been processed through the official opening.

The Town reserves the right to consider, during the evaluation of tenders:

- a) The Town’s past experience with the Bidder and/or its management.
- b) Information provided in response to enquiries of credit and industry references.
- c) Information received in response to enquiries made by the Town of third parties apart from those disclosed in the tender in relation to the reputation, reliability, experience and capabilities of the Bidder.
- d) The manner in which the Bidder provides services to others; and,
- e) The experience and qualification of the Bidder’s senior management and project management.

The Town may, in its sole discretion, reject any tender which does not fully satisfy the above consideration to its satisfaction.

## **1.8 Governing Law**

Any contract resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia.

## **1.9 Indemnification and Insurance**

### **a. General Commercial Insurance:**

Bidders shall, at his or her expense, obtain and keep in force during the term of this agreement, Commercial General Liability Insurance satisfactory to the Town, be written by an insurer licensed to conduct business in Nova Scotia and include but not be limited to the terms detailed in the Town's Procurement Policy.

### **b. Workers' Compensation Board**

Certificate of insurance for employees and/or contractors to ensure all individuals working on the project have current Workers' Compensation Board Coverage.

## **2. TERMS OF REFERENCE**

### **2.1 Project Background**

Ohio Road is a major street in the Town of Shelburne and is in need of repaving and recapping at 50mm, milling along the curbs to blend with the curbs and driveway cuts and blending.

### **2.2 Project Description**

The project is asphalt repaving of existing roads in the Town of Shelburne.

Item description and estimated asphalt amounts are listed below.

The contractor is responsible for traffic control as necessary and for guaranteeing their work.

The contractor will be assessed a price increase or decrease for asphalt if the monthly asphalt binder rack price (as posted on the Department of Transportation & Infrastructure Renewal website at the end of each month) differs by more than \$10.00 per tonne of asphalt binder (PGAB), between the month in which this tender closes and the month in which the paving work took place.

No extra or additional payments in respect of this work shall be made unless the Town has given prior written approval to the Contractor for such "extras" or additional payments in respect of the work or otherwise.

### **Items Description**

**Milling (Curb Reveal and Driveway Aprons) - Per Square Meter ➤ To cold plane existing asphalt**

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 roadway along curb face approximately 2m wide on the west side of the road at a depth of approximately 50mm on one side and flush with existing on the other. ➤ To mill existing asphalt driveway aprons where new asphalt will tie in flush with existing asphalt.

**Asphalt Levelling Course and Falls Lane Spreader Patching** - Per Tonne ➤ To apply tack coat and supply, place, and compact hot mix asphalt spreader patches over uneven areas in Ohio Rd prior to resurfacing. ➤ To apply tack coat and supply, place, and compact hot mix asphalt spreader patches over areas on Falls Lane identified during site visit.

**50mm Asphalt Overlay** - Per Tonne ➤ To apply tack coat and supply, place, and compact 50mm thick Type C-HF hot mix asphalt overlay on roadway.

**Asphalt Hand Patching (Driveway Tie-Ins)** - Per Tonne ➤ To supply, place, and compact hot mix asphalt in driveway tie ins to blend new asphalt overlay on Ohio Rd with existing asphalt driveways.

**Re-Paving Amount Estimates**

Item	Unit of Measure	Unit Price	Extended Price
Milling (Curb reveal and Driveway Aprons)	2,150 M	\$	
Asphalt Levelling Course as required/Spread patches on Falls Ln.	140 Tonnes	\$	
50mm Asphalt Overlay – Ohio Rd	950 Tonnes	\$	
Asphalt Hand Patching	100 Tonnes	\$	
Subtotal	-	\$	
HST	-	\$	
Total	-	\$	

**2.3 Project Deliverables**

This project will include the following deliverables:

- 1) Asphalt repaving as described in this tender.
- 2) Provision of warranty for all work and materials for a period of one (1) year as per the below.
  - i. Warranty coverage shall be provided by a guarantee warranty on all materials and workmanship for a period of one (1) year from the date of completion.
  - ii. The Contractor shall in addition to any specific warranty or

guarantee called for, warrant and guarantee, for a period of one (1) year from the date of completion, all work performed and called for on the Drawings and/or Sketches and the Specifications, including any additional work approved and accepted as an extra to the Contract.

The Contractor shall at his/her own expense, rectify any defects latent or patent that arise, as a result of poor, or improper, workmanship or defective materials, fixtures or apparatus during this one (1) year period.

Neither the payment thereunder, nor any provisions in the Contract shall relieve the Contractor from the responsibility for faulty materials or workmanship which shall appear during this one (1) year period.

- iii. Defects in workmanship or materials related to asphalt resurfacing shall be covered under warranty for a period of one (1) year from the date of completion.
- iv. Notwithstanding the provisions of this article, if any statute in force in the Province of Nova Scotia creates a more extended liability for faulty materials or workmanship, the provisions of such statutes shall apply.
- v. For the purposes of this article, completion of the project shall be the date of the project handover.

#### **4. Tender Requirements**

Bidders are required to provide the following in their tenders:

- Full cost information (including HST and expenses) as requested herein (asphalt paving costs per laid tonne); and,
- Timelines for completion of asphalt paving to meet Town scheduling requirements.
- Detailed description of warranty conditions.

## 5. Tender Requirements

Bidders are required to provide the following in their tenders:

- Full cost information (including HST and expenses) as requested herein (asphalt paving costs per laid tonne); and,
- Timelines for completion of asphalt paving to meet Town scheduling requirements.
- Detailed description of warranty conditions.

## 6. Tender Submission

Please submit your tender package by **3 pm on Aug 5<sup>th</sup>, 2025** to **Daniel MacKay**, Admin and HR Coordinator for the Town of Shelburne (contact details below).

Daniel MacKay  
Admin & HR Coordinator  
Daniel.MacKay@shelburnens.ca  
Town of Shelburne  
168 Water Street, PO Box 699  
Shelburne, Nova Scotia  
BOT 1W0

## SCHEDULE A

### COVER SHEET FOR TENDER

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Contact Information:** \_\_\_\_\_

**Key Contact for Tender: Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Name of Request for Tender:** \_\_\_\_\_

**Documents Attached:** \_\_\_\_\_

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