



Town of Yarmouth
Paving & Patching Program
2024 Season

April 12, 2024

Re: Town of Yarmouth Tender – Patching & Paving Program – 2024 Construction Season

To whom it may concern:

We are requesting contract unit prices for patching and paving various streets within the Town of Yarmouth for the 2024 season. Please find attached tender forms, together with the necessary specifications, all for your use in submitting tender prices.

Items requiring special mention are as listed below:

- (a) contractor is required to remove all excavated materials and excess asphalt from job sites at the end of the paving day and dispose of same at a location specified by the Town of Yarmouth within a 16km radius of the town. Any existing asphalt that is excavated is to be separated from granular materials and stockpiled at the Public Works yard for reuse.
- (b) the general intent of the paving specification is to follow the Standard Specification of the Nova Scotia Department of Transportation and Infrastructure Renewal, as outlined in the Highway Construction and Maintenance Standard Specification Book, Division 4, Section 4.
- (c) it is estimated that the total quantity of asphalt to be used will be up to 2,100 tonnes. However, the Town reserves the right to reduce or increase the quantity as it sees fit during the course of the paving season.
- (d) there are minimum performance criteria, incorporated into the paving specifications which contractors are required to meet. This requirement applies to new street paving.
- (e) the successful contractor will be required to provide a calibration certificate for weigh scales.
- (f) any street paving or street reconstruction projects are to be completed in a timely manner prior to the end of October
- (g) the successful contractor will be required to submit a copy of the asphalt mix design formula, and trial test results to the Manager of Public Works prior to the start of the paving season.
- (h) the contractor will be assessed a price increase or decrease for asphalt concrete mix placed 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. See Standard Specification for Municipal Services – section 00 01 00 clause 9, Asphalt Index.

- (i) the tender closing date will be on **Tuesday, April 30, 2024, at 3:00 p.m.** Sealed tenders are to be returned to the office of the Chief Administrative Officer, 400 Main Street, Yarmouth, Nova Scotia, B5A 1G2 in a sealed envelope clearly marked **Town of Yarmouth - Patching & Paving Tender - 2024"**.

Late tenders will not be considered and will be returned unopened. Fax or telephone bids will not be accepted.

The lowest or any tender may not necessarily be accepted. Such things as past performance, workmanship, references, and start/completion dates will be taken into consideration when awarding the contract.

If you have any questions or problems, please do not hesitate to contact the undersigned at 902-742-9423.

Sincerely,



Chad E. LeBlanc
Manager of Public Works

Enclosures

CEL/slf

c: Mr. Jeff Gushue, CAO
file

Tender Prices for Asphalt Patching & Paving for 2024 Season

The contractor has carefully read the attached paving specifications and submits tender prices as outlined below in accordance with those specifications which form a part of this contract:

Supply Only (pickup by Town forces)

Asphalt - type B - per metric tonne - f.o.b. plant \$ _____

Asphalt - type C - per metric tonne - f.o.b. plant \$ _____

Supply & Placement

Street Paving \$ _____ per tonne

Tack Coat \$ _____ per litre

Machine Patching \$ _____ per tonne

Skin Patching - by hand \$ _____ per tonne

Excavate & Patch - (in two lifts) \$ _____ per tonne

Utility Cut Patching (no preparation work other than compaction of granular base) \$ _____ per tonne

Preparation \$ _____ per sq. meter

Asphalt Gutter (as per drawing HS403
DRG Division 8 Standard Drawings
Dept. of Transportation & Public Works) \$ _____ per linear meter

Ditch Excavation (including disposal of excess material) \$ _____ per linear meter

Excavation (including surfacing and base course removal and disposal, proof roll sub-grade) \$ _____ per cubic meter

Supply, place, and compact granulars (type 1 & 2) (a) \$ _____ per cubic meter

(b) \$ _____ per tonne

Supply, place, and compact 12" surge rock \$ _____ per sq. meter

\$ _____ per tonne

Street Shouldering (including type 1 S granulars) \$ _____ per tonne

Specifications for Hot Mix Asphalt Paving

Definitions: The Town means the Town of Yarmouth, N.S. The Town's Representative means the Manager of Public Works and anyone appointed by him to act on this behalf. The Contractor means the firm assigned under the tender system to do the job. Contractor's Representative means the Foreman or Superintendent appointed by the Contractor to represent him on the job site.

Machine Patching: Large, uneven areas may be patched using an asphalt spreader using machine patching methods as specified by the Department of Transportation repaving contracts. Layer of asphalt may be up to three inches. Layers over three inches shall be done in three-inch lifts.

Excavate & Patch: This includes all excavation to a depth of 2 inches beyond the former bottom of the asphalt pavement, and one foot beyond each side of the utility cut. Asphalt pavement to be cut two feet wider than the trench or excavation and shall have clean vertical sawn faces. The base course shall be graded and compacted to 95% Proctor density. Asphalt edges are to be primed with approved tack coat immediately before the trench or excavation is topped with asphalt. Tack coat will be applied over the entire surface of the bottom lift of asphalt when the top and bottom lifts are paved on different days. Paving to be completed in two lifts using type C asphalt, placed, and compacted to 95% of Marshall Density. The finish surface shall have a smooth compacted surface and provide a smooth transition with the old surface. The intent is to provide an additional 2 inches of asphalt concrete over the trench or excavation.

The general intent of this specification is to follow the Standard Specifications of the Nova Scotia Department of Transportation and Public Works Standard Specification Metric Edition, Division 4.

Any manhole covers, valve box tops, shut-off tops, and risers necessary for a smooth riding surface shall be supplied by the Town and brought to a finish grade by the Contractor. Finished grade for such tops and covers shall be one-quarter to one-half inches below surrounding surfaces to permit easy snow plowing.

Such tops and covers shall remain free of tack coat and/or asphalt.

Concrete curbs and sidewalks shall be kept clean and remain free of tack coat and/or asphalt.

Patches less than two square feet in area may be done using one lift of asphalt.

Preparation: Under this section of the contract it shall be the duty of the Contractor to ensure that the street is brought to the shape as outlined by the Manager of Public Works or his Representative to ensure that there are no rocks larger than six inches in dimension within twelve inches of the surface of the sub-base and

to ensure that the final grade surface consists of at least six inches compacted depth of type 1 gravel. The surface will be rolled prior to paving.

Street Paving:

Street paving shall be done to Nova Scotia Department of Transportation specifications, applied in two lifts minimum 3.5 inches total compacted thickness. Asphalt thickness and mix type is dependent upon street classification and will be specified by the Manager of Public Works or his representative. A keyway shall be cut in the existing asphalt using a milling machine to tie the new asphalt into the old.

Performance Criteria:

The minimum acceptable compaction for new street paving shall be 95% average of the maximum theoretical compacted asphalt density. Compaction tests to be performed by a material testing firm of the Town's choice and at the expense of the Town of Yarmouth. Core samples will be taken at least one core per each day of production or one core per 500 tonnes placed.

The only exception to the above requirement would be due to underground services located directly under the pavement layer precluding the use of heavy compaction equipment or vibratory rollers.

The Manager of Public Works shall be the sole judge as to whether the asphalt meets the performance requirement as outlined above.

Placing Conditions:

The minimum acceptable ambient air temperature for laying hot mix asphalt shall be 40°F or 5°C. For temperatures below these values, authorization by the Manager of Public Works or his Representative is required. When surface temperature on which material is to be placed falls below 5°C, extra rollers shall be provided as necessary to obtain the required compaction before cooling. The laydown temperature shall be a minimum of 140°C. The minimum compaction temperature shall be 85°C.

No hot mix asphalt is to be placed when pools of standing water exist on the surface to be paved, during rainstorms or when surface is damp.

Finish Tolerances:

Finished asphalt surface not to have irregularities exceeding 5 mm when checked with a 4.5-meter straight edge placed in any direction.

Mix Design:

Submit asphalt design and trial test results to Manager of Public Works at least 2 weeks prior to commencement of work. Design of mix to be by Marshall method by a firm competent in asphalt design.

If a change in aggregate source is contemplated, the job-mix formula will be required to be checked to ensure that the mix meets specifications.

Traffic Control:

All on site signage and traffic control is the responsibility of the contractor. Flagmen and signage are to be provided in accordance with the Nova Scotia Department of Labour's Temporary Workplace Traffic Control Manual, latest edition. Failure to comply could result in suspension of the days paving activities.

Cautionary Signs: Warning signs shall be provided for abrupt changes in grade at construction sites to caution vehicular traffic of the differential grades that will be encountered within the travel surface. This shall include utility cuts, etc. where there is a time lapse between the placement of first and final asphalt lifts.

Tonnage Slips for Paving: The Town's Representative must sign all asphalt slips as placed. The copies must be given to the Manager of Public Works at the end of each working day. Scales must be certified by Industry Canada in order for weigh slips to be accepted by the Town. A copy of the inspection certificate must be made available to the Town.

Guarantee of Workmanship The contractor shall guarantee his work against any defects/defaults including bleeding, shoving, slippage, alligator cracking, raveling, or rutting for a period of one full year from date of acceptance of the work including the date of acceptance of any corrected deficiencies.

Payment: Progress invoices for the completed work are to be submitted to the Manager of Public Works on a bi-weekly basis for approval. The Town Council may choose to hold back the value of any deficiencies associated with the completed work. The value of the hold back to be determined by the Town's Representative. If the contractor fails to correct the deficiencies within a reasonable time, when instructed to do so, the Town may have the deficiencies corrected by another qualified contractor, the expense of which will be deducted from moneys held back. If the contractor fails to meet the minimum compaction requirements, as specified above, the Town shall withhold payment for that particular street paving job.

Price Escalation/De-escalation 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 preformed.

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 is found at the following link: <http://www.gov.ns.ca/tran/rackprice.asp>

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

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 preformed.

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 tonnes of asphalt concrete mix placed and accepted by the Engineer multiplied by \$0.50 per tonne of hot mix asphalt for each full \$10.00 incremental difference in the posted MABRP.

Price adjustments due to the Contractor or amounts owing to the Town will be paid/recovered on a monthly basis.

Example:

- Tender close March 18, 2009
- Price of PGAB at time of closing = \$520/tonne
- Contractor placed asphalt in July 2009
- MABRP for PG 58-28 posted for July 2009 was \$590/tonne

Price Escalation = $\$590 - \$520 = \$70/\$10 \times \$0.50 = \$3.50/\text{tonne}$

Setting Out:

The Town's Representative and the Contractor's Representative shall agree upon the areas to be patched. These areas shall be marked out at least one day ahead using paint of an agreed upon color, or by whatever means necessary.

Measurements:

Any lineal or square meter measurements shall be agreed upon by the Town's Representative and the Contractor's Representative prior to billing.

Time Limit:

All work must be completed within sixty days of authorization by the Town's Representative to proceed with that particular portion of the work.

Disposal of Surplus
Materials:

Any surplus or waste material or material excavated from areas to be patched shall be disposed of by the contractor at a site to be approved by the Manager of Public Works or his representative within a 16km radius of the town. Job site is to be left in a neat and tidy condition i.e., all excess material is to be removed from the site by the end of the paving day.

TERMS AND CONDITIONS

- (a) The Contractor agrees to do all work required by this contract in a first-class workmanlike manner, subject to the inspection and acceptance by the Town or the Town's Representative before any payment shall be made in respect of this contract.
- (b) 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. The Town reserves the right to delete all or any of the "work" upon prior written notice and upon payment of a fee of 10% of the net minimum obtainable cost for doing the work deleted, or such lesser amount as the parties shall determine.
- (c) Notwithstanding anything herein contained, should there be any "extras" or changes in "the work" to be done or should there be any deletions in "the work" specified herein, the value of any changes will be added or deducted from the contract price specified herein on the basis of the net minimum obtainable cost for doing "the work" requested or deleted, plus a charge of 10% for administrative expenses, plus a charge of 10% for profit, provided that in the case of a deletion no claim will be allowed for loss of profit for the portion of the work cancelled or deleted as provided herein.
- (d) The Contractor warrants and guarantees all materials furnished by him and his workmanship for a period of at least one year from date of acceptance of "the work."
- (e) The Contractor agrees to provide all labour and materials to do the work as described herein, other than materials and equipment to be supplied by the Town.
- (f) This contract shall not be assigned, nor shall any sub-contractor be employed by the Contractor without the prior written consent of the Town.
- (g) The Contractor shall take all reasonable and necessary precautions to protect persons and property in performance of "the work." The Town shall not be responsible in any way for any injury to the Contractor or any other person or for any loss or damage to any property in any way resulting from any act or omission of the Contractor or his servants as a result of or in connection with the work undertaken by the Contractor.

The Contractor agrees to indemnify the Town and save it harmless from and against any and all loss, claims, actions, and demands whatsoever for or in respect of any such injury, loss, or damage.

- (h) The Contractor shall carry Comprehensive General Liability Insurance covering public liability and property damage including bodily injury, for all operation and activities conducted by the Contractor in connection with "the work." The minimum required insurance coverage is in the amount of \$2,000,000.00.