REQUEST FOR PROPOSALS
RFP-26-09

Design-Build
Victoria Square Revitalization

TOWN OF AMHERST

DATE ISSUED
OCTOBER 22, 2026

TABLE OF CONTENTS

1) Information to Proponents 3
2) Scope of Work 24
3) Specifications 26
4) Budget 29
5) Proposal Mandatories 29
6) Form of Proposal 31
7) Appendix "A" – Standard Terms and Conditions 35
8) Appendix "B" – Schematic Concept Plan 37
9) Appendix "C" – Map of Site 39

Proposal Submission Checklist:

Submit WITH the Proposal:

- ☐ Contractor experience profile
- ☐ Addenda pages, if applicable
- ☐ Signed Attachment "A"
- ☐ Signed Proposal Form
- ☐ Any other document(s) deemed mandatory per the instructions included in RFP-26-09

Submission must indicate:

- ☐ Proposal ID
- ☐ Company name and full address of proponent

1 INFORMATION TO PROPONENTS

1.1 INTRODUCTION

The Town of Amherst is seeking proposals from diversified and qualified teams for the design and construction of a new bandshell for Victoria Square in Amherst, Nova Scotia. This Request for Proposals is intended to follow the structure and procurement approach used in Amherst RFP-26-09, which is organized around Information to Proponents, Scope of Work, Specifications, Budget, Appendix "A" Standard Terms and Conditions, Appendix "B" – Schematic Concept Plan, Appendix "C" – Map of Site, and a Form of Proposal.

The new replacement bandshell project is envisioned as a state-of-the-art, accessible, and durable outdoor performance venue. A covered 20' x 40' permanent stage is required to provide an all-weather performance area for performers. The venue shall be located in the northern lawn area between the First Baptist Church and Parish Hall and from the large parking lot to the existing bandshell. The existing bandshell shall be removed from site. The site shall accommodate up to 1,000 people sitting in their own lawn chairs.

A Council approved Schematic Concept Plan is attached to the RFP , as Appendix "B", providing guidance for the vision of a new outdoor performance facility.

The successful Proponent shall be responsible for providing a complete, turnkey design-build solution including design development, permitting, site preparation, construction, equipment supply and installation, commissioning, close-out, and warranty services.

Proponents must have a comprehensive understanding of all aspects of all the requested items listed in the RFP and shall have a proven track record of having provided this service requirement in the past five years. The Town reserves the right to check all references furnished and consider the responses during the evaluation process.

This document is not intended to limit the content of your proposal but rather to provide a framework for Town staff to assess each proposal in a professional and fair process, as such, we urge proponents to structure their bids in accordance with the requirements contained in the document and bidders are encouraged to provide any unsolicited information or material not specifically covered in the sections of this RFP.

Interested parties are urged to consider accessibility, environmental sustainability, energy efficiency, longevity, and minimal preventative maintenance costs.

TERMS AND CONDITIONS

1.0 ELIGIBILITY OF PROPONENTS

1.1 Proponents will be considered from established and experienced firms in the business of providing services which are similar or identical to those described in Terms of Reference, have been in business for a minimum of five (5) years, are financially stable, can provide a minimum of three (3) client references for whom they have provided similar products and/or services to that specified in the RFP.

1.2 All professional landscape architects, architects and engineering personnel assigned within the scope of this project must retain a current and valid license to practice said professional services within the Province of Nova Scotia.

1.3 The proposed solution offered shall operate within the parameters set forth in this Request for Proposal document.

2.0 DEFINITIONS

2.1 In this Request for Proposal, except where otherwise qualified, the following terms will be defined as follows:

- “Closing Date” means **November 17**, 2026, at 2:00 p.m. – ATLANTIC TIME.
- “Town” mean Town of Amherst and/or employees of the Town involved in this project.
- “Project Stakeholders” means all entities involved in design development, project oversight, project financing and/or construction oversight, which include, but are not limited to, the Town of Amherst.
- "RFP" means this Request for Proposal; including all schedules attached hereto and any addendum issued hereafter by The Town.
- "Sub-Contractor" or "Sub-Consultant" means any person or firm to whom a proponent intends to delegate part, or all the services to be provided under the agreement.
- "Proponent" means Consultant, Supplier, Vendor or Bidder {person or Company} who submits a proposal in response to the RFP.
- "Successful Proponent" means the Company or person whose proposal is accepted by The Town.

3.0 ACCURACY OF THE RFP

While every reasonable effort has been made to ensure the accuracy of this RFP, it is not guaranteed or warranted by The Town to be accurate, nor is it necessarily comprehensive or exhaustive.

3.1 Site Visit

A **mandatory** site visit is scheduled for 11:00am November 2, 2026 by the Town. Proponents are responsible for familiarizing themselves with site conditions and all existing conditions that may affect the performance of the Contract, consistent with Amherst's existing RFP framework. Meet in the Amherst Town Hall lobby located at 98 Victoria Street, Amherst, NS.

4.0 SUBMISSION OF PROPOSALS

4.1 All proposals must be received in their entirety at or before:

2:00 pm local time, **November 17, 2026**.

Submissions must be clearly marked "RFP#2026-09 DESIGN-BUILD VICTORIA SQUARE REVITALIZATION".

PROPOSAL SUBMISSION

Proponents shall submit a completed Proposal Form, and submit all other documents as required by the invitation, for the project below by **November 17, 2026, by 2:00:00 p.m. local time.** All are to be submitted electronically by emailing procurement@amherst.ca. Ensure the email subject line is marked with the RFP ID:

PROPOSAL: **RFP-26-09 DESIGN BUILD VICTORIA SQUARE REVITALIZATION**

TOWN OF AMHERST
98 VICTORIA STREET EAST
AMHERST, NS B4H 1X6
procurement@amherst.ca

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

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

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

Location:

4.1.2.1 Proposals must be received by the email address: procurement@amherst.ca

4.1.2.2 Submissions received by emails other than the address above, or in any physical location, will not be accepted. Conversely, all questions must go to procurement@amherst.ca or will not be answered.

Time:

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

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

4.1.2.5 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.

4.1.2.6 Bids may be withdrawn at any time prior to opening.

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

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

4.1.5 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.

4.1.6 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.

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

4.1.7.1 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.

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

4.1.9 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.

4.1.9.1 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 3rd party insurance claims against the Contractor. The Town of Amherst has sole discretion in all matters.

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

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

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

4.2 Proposals must be submitted electronically by emailing procurement@amherst.ca

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

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

4.4 Proposals must be signed by a representative of the company with lawful signing authority and shall include their name, email address and telephone number per the submission sheet.

4.5 Bids will not be accepted fax, mail or hand delivered.

4.6 Each proposal shall be accompanied by the following:

a) Concise responses for each request for information.
b) Detailed pricing with specifics such as applicable unit price, unit of measure, quantity of units {e.g., each, per person, per hour, per km etc.}, optional price items such as relocate existing bandshell or remove from site, mobilization costs and any lump sum items with clarification on the determined lump sum. All prices are to be quoted in Canadian dollars only.
c) Signed copies of any addenda issued.
d) Any other information that the Proponent feels would aid The Town and Stakeholders with the project {i.e., Methods, experience, something that differentiates your firm from others who may also submit a proposal}

e) Bid deposit as outlined in Section 9.



4.7 Submissions are final, and all documents submitted with respect to this RFP shall become the property of The Town. Proposals will not be returned to the Proponent.

4.8 All expenses incurred by Proponents in connection with the preparation of the proposal {including costs associated with a potential oral presentation if requested} shall be borne by the Proponent. The Town shall not incur any obligation towards the Proponent whether a proposal is accepted or rejected.

4.9 Proposal openings will not be public.

5.0 QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION AND/OR CLARIFICATIONS

5.1 Any Proponent finding any discrepancy in or omission from this RFP or who is in doubt as to the meaning of any provision{s} contained herein or feeling that the RFP is discriminatory shall notify the Town's Purchasing officer within 7 days of the scheduled opening date. Exceptions and enquiries taken by proponents in no way obligate the Town to change the RFP, however any changes made to the RFP will be reflected in addenda duly issued by the Purchasing Department.

5.2 Any request for additional information or clarification or queries in general shall be submitted only by email and no later than 2pm November 4, 2026.
Email address for all enquiries: abourgeois@amherst.ca

5.3 Proponents are requested not to make enquiries of any other Town employee, including members of Council, any member of the project committee, any member of the evaluation team, employees of The Province of Nova Scotia or any external agency currently engaged by The Town to assist with the project. Any proponent found to be making enquiries relating to this RFP outside of the Purchasing Department will be disqualified.

5.4 Verbal information provided to any proponent will NOT be binding.

5.5 All relevant questions will be responded to in the form of an addendum. Each addendum will be posted on the Provincial Tender site. Any Addendum issued as aforesaid by The Town will automatically, upon its issuance, become an integral part of the RFP. Proponents will be automatically bound thereby unless they withdraw or amend their Proposals.

5.6 It will be the responsibility of the Proponent to contact the Purchasing Department prior to submitting a Proposal to ascertain if any Addenda have been issued, to obtain the Addenda and to return executed Addenda with the Proposal.

5.7 IT IS THE DUTY OF THE PROPONENT TO TAKE ALL APPROPRIATE MEASURES IN ORDER TO OBTAIN ALL INFORMATION AND INSTRUCTIONS REQUIRED BY IT TO MAKE ITS PROPOSAL CONFORM TO THE REQUIREMENTS OF THE RFP. No Proponent will be entitled to claim against all or its own employees a lack of information or instructions to support or justify its Proposal or to avoid any obligation, condition or Specification contained in the RFP or Proposal submission.

5.8 Failure to include signed copies of all addenda issued by The Town pertaining to this RFP shall be cause for rejection of your proposal.

6.0 MODIFICATION OR WITHDRAWAL OF PROPOSAL

6.1 Prior to the closing date, a proposal may be modified or withdrawn by way of a written email request to the Purchasing officer. The purchasing officer will provide written instructions upon receipt of a written request to amend or withdraw a proposal.

6.2 No Proposal can be modified or withdrawn after the Closing Date. No Sub-Contractor or object or details of a Contract with a Sub-Contractor referred to in the Supplier's Proposal or any information relating thereto in a Proposal may be changed after the Closing Date. Once a Proposal has been selected, it may only be amended in detail with the agreement of The Town and the Supplier upon entering negotiations.

7.0 VALIDITY OF PROPOSALS

7.1 Proposals shall remain valid and open for acceptance by The Town for a period of ninety {90} working days after the closing date. This period may be extended by no more than a further thirty {30} days if requested in writing by The Town and agreed to by the Proponents.



8.0 CANCELLATION

This RFP may be cancelled in whole or in part without penalty, when in the opinion of The Town:

a) There has been substantial change in the requirements of the RFP after issue.
b) There was not sufficient competition to provide the level of service, goods or pricing required or
c) The Town, in its sole discretion, decides that there is any other sufficient justification to cancel the RFP.

9.0 CONTRACT SECURITY

9.1 Proponents will submit with their proposal, a proposal deposit in the form of a bid bond or certified cheque for 10% of the contract amount made payable to the Town of Amherst.

9.2 Upon award of the contract, the successful proponent will provide:

a) a 50% performance bond.
b) a 50% labour and materials bond.

E-bonds are acceptable for the performance and labour & materials bond.

9.3 The proposal deposit shall be from a Surety Company licensed to do business in Nova Scotia.

9.4 The cost of the proposal deposit is to be included in the Proposal price.

9.5 Proposals not containing the requested deposit will be rejected.

9.6 Bid bond{s} shall be returned to the unsuccessful Proponent{s} after a Contract has been signed with the successful Proponent.

10.0 INSURANCE REQUIREMENTS

10.1 The Successful proponent shall be required to provide proof of Commercial Liability Insurance, listing The Town as an "additional insured" and automobile liability insurance for all owned and non owned vehicles, each in a minimum amount of Two Million dollars {$2,000,000} for each claim which shall indemnify and save harmless The Town from all suits and actions for damages and costs to which The Town may be put to reason of injury or death of persons and damage to property resulting from negligence, carelessness or any other circumstance caused by the Contractor, Consultant or which may arise in the performance of this work.

10.2 The successful proponent will also be required to provide proof of Professional Liability Insurance/Errors & Omissions Insurance in a minimum amount of Two Million dollars {$2,000,000} for each claim, which shall save harmless The Town from all suits and actions for damages and costs to which The Town may be put by reason of injury or death of persons and damage to property resulting in errors and/or omissions in the data collection, design, analysis, preparation of plans/documents and any other circumstances caused by the negligence of the contractor which may arise as a result of this work. The successful proponent shall be responsible for full payment of the deductible portion of all claims under this clause.

10.3 Proof of Insurance shall be provided to the Purchasing Officer no later than 10 business days after confirmation of award. No contract will be executed without proof of Insurance.

10.4 Written notification of any cancellation or changes in the Insurance Policy, Insurance Company, etc. must be given to the Purchasing Officer in writing, thirty {30} days prior to the date the change will take effect.

10.5 All insurances shall remain in effect until all works have been completed to the Town's satisfaction and all payments have been made to the successful proponent.

10.6 Insurance contracts shall be procured from a Canadian based company licensed to do business in the Province of Nova Scotia. All claims shall be settled in Canadian Funds.

11.0 WCB AND OHS COMPLIANCE

11.1 The successful proponent shall be required to provide to the Purchasing Officer, a certificate verifying their current status {i.e., as of the contract start date} with the Workers Compensation Board and in accordance with the WCB act.

11.2 If the successful proponent does not currently retain WCB coverage, they will be required to do so prior to the project starting and provide proof of doing so.

11.3 The successful proponent must maintain good status with the WCB for the duration of the contract and any changes of status will be reported immediately to the Purchasing Officer.

11.4 The successful proponent shall provide an issued or interim Certificate of Recognition {COR} from Nova Scotia Construction Association certificate or Nova Scotia Occupational Health and Safety or Town of Amherst approved equivalent prior to the commencement of the project.

12.0 PERMITS AND LICENSES

12.1 The successful proponent shall obtain and pay for all business/professional licenses and operating/building permits which may be required to comply fully with laws, ordinances, and regulations of the proper public authorities, in connection with this project. The Proponent will be responsible for ensuring permits etc. are displayed as required for the duration of the project if applicable.

12.2 The Proponent will be responsible for all damages and shall indemnify and save The Town harmless from and against all damages and liability which may arise out of the failure of the Proponent to obtain and pay for such licenses and permits.

13.0 USE OF SUB-CONTRACTORS/SUB-CONSULTANTS/APPRENTICES

13.1 Use of sub-contractors and/or consultants will be permitted provided they are named in the bid package with concise information on their qualifications, roles and responsibilities within the scope of the project as well as copies of their WCB and OHS paperwork if applicable.

13.2 Proponents will be held responsible for all aspects of work conducted by any sub-contractor/consultant on the project. Proponents will also be solely responsible for the quality of materials supplied by any Sub-Contractor/Consultant.

13.3 If a proposal with Sub-Contractor/Consultants is selected, the Town may seek separate references for all named subs. If the Proponent wishes to substitute a Sub-Contractor after award, they must first consult with The Town who will decide if the named substitute is acceptable.

13.4 The Town retains the right to approve all Sub-Contractors/Sub-Consultants however, any approval of Sub-contractors/Sub-Consultants shall not diminish the responsibility of the successful proponent.

13.5 The Town of Amherst encourages the use of apprentices by tradespeople, but no apprentice or underqualified individual shall be left unsupervised under any circumstances during the undertaking of this project.

14.0 CONFLICT OF INTEREST

14.1 All proponents shall disclose any interests that could conflict with The Town or any of the project stakeholders. Failure to disclose a conflict which is made known during evaluations or after award will result in disqualification of the proponent.

15.0 LAWS, ACT, REGULATIONS, BY-LAWS, AND CODES

15.1 The successful proponent and any of their sub-contractors/sub-consultants shall be responsible for conducting the work in accordance with all Federal, Provincial and Municipal laws, acts, regulations, by-laws, and codes.

15.2 The Town reserves the right to perform site visits to check for compliance of all said laws, acts, and regulations.

16.0 GOVERNING LAW

16.1 This RFP shall be governed by and construed in accordance with the laws of Canada and Nova Scotia. If a proponent's submission is accepted, the Proponent agrees to submit to the exclusive and irrevocable jurisdiction of the Nova Scotia Courts.

17.0 INFRINGEMENTS AND INDEMNIFICATIONS

17.1 Proponents shall protect, defend, and save The Town and all project stakeholders harmless against any demand for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form of the work covered by either order or contract. Proponents shall further indemnify and save The Town and project stakeholders harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the Proponents, and/or agents, employees, successors or assigns of the Proponents.

18.0 REQUIREMENTS AND RESPONSIBILITIES OF THE PROPONENT

18.1 This RFP document lists only major details with respect to the products and services required, therefore, it is the Proponent's responsibility to provide all required labour, materials, tools, equipment, software, hardware and incidentals required to complete the project, in accordance with the Terms & Conditions, and Specifications detailed herein, nothing contained in this document shall excuse the successful Proponent from completing assigned work in a professional and timely manner.

18.2 All work shall be performed by skilled individuals, to produce a professionally completed job. The successful Proponent shall work directly with designated Town of Amherst staff to ensure that the project is successfully completed in as timely a manner as possible. All work scheduling and job details shall be coordinated with the Towns designated staff person{s}.

18.3 It is the sole responsibility of the Proponent to become familiar with and understand the nature and extent of the work to be executed. Information on any matter derived from the Plans and Specifications or obtained elsewhere shall not in any way relieve the Proponent from risk or from fulfilling the terms of the Contract. All details with respect to the scope of the project, whether in temporary or permanent work, may not be included in this RFP document; however, these items shall be considered as included in the scope of services for the Contract. On submission of the bid, it shall be understood that this has been done and provisions for all risks, incidental items, and contingencies are included in the RFP price.

18.4 All Specifications detailed in Request for Proposal #RFP2026-09 shall be considered as the "minimum" acceptable Specifications, unless specified otherwise. The apparent silence of these Specifications and any supplemental Specifications as to any detail, or the omission from the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretations of these Specifications shall be made based on this statement.

18.5 If, for any reason, the successful Proponent is unable to meet the timelines established by The Town regarding the completion of tasks associated with this agreement, it is the Proponent's responsibility to communicate this information to the Town's appointed Project Manager {in a timely manner} that a milestone will not be met in accordance with the project schedule, and to provide a detailed rationale as to why the milestone cannot be achieved on time. The Proponent will also be required to provide a revised project schedule to the Town's Project Manager for consideration and approval.

19.0 CONTRACT/AGREEMENT

19.1 Unless otherwise agreed upon or amended in writing by The Town and the Proponent, the selection of a Proposal shall be binding upon the selected Proponent, and the Terms & Conditions and undertakings of this RFP will form part of that agreement unless the agreement provides otherwise. The agreement shall be binding upon and inure to the benefit of The Town and the Proponent and their respective successors and permitted assigns.

19.2 The Town is not bound to accept the lowest price proposal, nor any proposal which is submitted. If an award results from the RFP, it may not be exclusive. The Town may choose to use internal resources or other suppliers as they see fit including already tendered suppliers if deemed more cost effective to do so.

19.3 Selection of a Proponents RFP submission does not guarantee a contract with The Town. The selection of a submission merely initiates the process of negotiations with may lead to a contract.

19.4 No alterations or variations of the terms of the contract shall be valid or binding upon The Town unless authorised in writing by the Purchasing Officer and The Project Manager or a designate acting on their behalf.

19.5 It is the intention of The Town to prepare and execute a formal agreement with the successful proponent with 30 days from the date of award.

20.0 INTELLECTUAL PROPERTY & OWNERSHIP OF MATERIALS

20.1 All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports and any other materials resulting from this contract shall become the property of The Town upon payment for and final approval of the final report, or upon payment and written request by The Town any time before then. The Town, at its own risk, may use, extend, or enlarge any document or images produced under this contract without the consent, permissions, or further compensation to the successful proponent and/or Sub-consultants.

20.2 All work produced by the successful proponent under the scope of this agreement will, after payment by The Town, become exclusive property of The Town and will be surrendered by the successful proponent upon completion, expiration or cancellation of the contract. Work includes all reports, studies, notes, photographs, designs, drawings, specs, CDs, USBS, any other media and any databases established to store the work. The successful proponent may retain a copy for its files in order to engage in future consultation with The Town and to satisfy record keeping/retention standards. The successful proponent will warrant that the work does not infringe on any intellectual property rights of any other person or entity.

20.3 The Town will own patents, copyright, trademarks or other evidence of protection or exclusivity, title or interest issued under the laws of Canada, any province or any nation, for any intellectual property and versions thereof, and all works based on, derived from or incorporating works created under this contract including ideas, publications and other original innovations fixed in a tangible medium. The Town, as the holder of these rights shall possess all rights of ownership including but not limited to, the exclusive right to modify any patent, copyright or trademark.

20.4 This contract does not affect the ownership of each party's pre-existing intellectual property and each party acknowledges that it requires no rights under this contract to the other party's pre-existing intellectual property and any other limited right explicitly granted in this contract.

21.0 CANCELLATION OF CONTRACT

21.1 In the event that the successful Proponent fails to comply with the Terms and Conditions, and Specifications outlined in this Request for Proposal document, the Town reserves the right to cancel this Contract within fifteen {15} calendar days of receipt of written notice and award it to another Proponent without penalty or action against the Town.

This includes, but is not limited to, unsatisfactory performance by the Proponent, their employees/Sub-Consultants/Apprentices, significant or repetitive deficiencies, use of inexperienced or unqualified staff, inadequate quality of service, products, or other unresolved problems. The Town shall assess performance on an ongoing basis and reserves the right to visit the site at any time with no notice to the proponent. The Town maintains the right to determine the level of performance that is satisfactory and will inform the proponent of any deficiencies in writing prior to giving notice and request appropriate corrective action.

If 3 written notifications have been given to the company regarding unsatisfactory performance, the contract will be terminated immediately, and the company will be eliminated from future consideration for a minimum period of 6 months.

21.2 In the event that one {1} or more critical project team members identified in the successful Proponent's submission as being assigned to execute the scope of work detailed in the RFP becomes unavailable or is unable to complete their assigned tasks, for any reason, and a suitable replacement cannot be found, the Town reserves the right to terminate the Contract with thirty {30} calendar days written notice.

21.3 In the event that insufficient funds are appropriated to the Town for this project in any fiscal year, or insufficient funds exist to continue the project, the Contract will be terminated with thirty {30} calendar days written notice.

22.0 PAYMENT TERMS AND INVOICING

22.1 The Town's payment terms are 30 days. Other payment terms may be negotiated between the successful proponent and the Town prior and if other terms are agreed they will be explicitly stated in the contract prior to the project starting.

22.2 Invoices will be emailed to: abourgeois@amherst.ca and will be verified by the Town project manager before authorisation to pay.

22.3 All invoices will contain the following information:

- Vendor or Company name & HST number
- Invoice date & Invoice number
- Town of Amherst RFP number
- Progress bill number {i.e., Progress bill#1 #2 etc.}
- Subtotal before HST
- HST and holdback amounts
- Grand total

- A concise description and breakdown of work by percentage
- Letter from the Design Consultant/Project Manager recommending claimed payment and confirming claimed progress of the work being billed.

22.4 A 10% holdback provision shall be in place for each invoice and no holdback will be released unless the project is completed to the Town's satisfaction.

22.5 Payments will be limited to the amount associated with each phase of work as identified by the Proponent in their pricing schedule.

22.6 The Town reserves the right to verify all work before release of any payments and project must be completed the Towns satisfaction before final payment is made.

22.7 No prepayments or proforma invoices will be entertained during this project.

23.0 RIGHTS OF THE TOWN

23.1 Based on funding, the Town reserves the right to ADD or DELETE components from the RFP and negotiate changes to meet the Towns needs.

23.2 The Town reserves the right to award this RFP based on the specified evaluation criteria and not necessarily pricing; however, available monies shall be taken into consideration.

23.3 The Town reserves the right to contact the references provided by Proponents to verify qualifications and competence. The results of the reference checks will not be release to the public or the Proponent and shall remain the property of the Town. Proponents may not seek results of reference checks conducted with respect to this RFP.

23.4 The Town reserves the right to determine acceptability of deviations and/or equivalencies.

23.5 The Town reserves the right to make interim arrangements if the successful Proponent or its agents are affected by strikes, lockouts, Acts of God, or any other disturbances which render the Proponent unable to perform the services as specified.

23.6 The Town reserves the right to award in its best interest. RFP's offering the lowest price, or any price need not necessarily be accepted.

23.7 The Town reserves the right to NOT award the RFP based on budgetary or other considerations.

23.8 The Town reserves the right to terminate this agreement within 30 calendar days written notice should ownership of the service provider change.

23.9 The issue of this RFP or any negotiations with a Proponent after the Closing Date does not bind the Town to enter into a Contract to purchase the product/services described herein. Any recommendation must be presented to Town Council and project stakeholders for final approval or rejection. Said parties will be the final authority.

24.0 REVISION OF PROPOSAL SUBMISSION

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

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

25.0 LOCAL PREFERENCE

25.1 Local preference will not apply to this Request for Proposals as per the Town of Amherst Procurement Policy - Section 7 (www.amherst.ca).

26.0 TIME/COMPLETION/DELIVERY/CANCELLATION

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

27.0 ERRORS

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

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

28.0 FORM

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

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

29.0 LIABILITY

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

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

30.0 PLANNING/PREDESIGN

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

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

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

31.0 SAFETY

31.1 The successful proponent shall be responsible for all construction site safety measures and for ensuring compliance with Nova Scotia Occupational Health and Safety Act and all applicable safety regulations, consistent with Amherst RFP-26-09. The successful proponent shall submit a site specific Safety Plan, setting all procedures for Contractors, employees and sub-contractors to follow.

32.0 INDEMNITY

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

32.2 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.

33.0 CLARIFICATION AND ADDENDA

33.1 Notify Procurement Coordinator not less than five (5) working days before Request for Proposals Closing of omissions, errors, or ambiguities found in Request for Proposal documents. If Procurement Coordinator and/or Director of Operations considers that correction, explanation, or interpretation is necessary, a written addendum will be issued.

33.2 All addenda will form part of Contract Documents.

34.0 SCOPE OF SERVICES

All work shall be carried out in accordance with the latest versions of the National Building Code of Canada and the Nova Scotia standard specifications for Municipal Services.

Proponents are encouraged to consider Rick Hansen accessibility guidelines and elements of Crime Prevention Through Environmental Design (CPTED) for this project.

The Town understands that the nature of the project requires a diverse team with a wide range of knowledge and expertise. It is our intention to work with a proponent who understands the needs of

the Town in terms of aesthetics, materials and products which will fit within budget but also yield a long-life span.

34.1 The Town of Amherst intends to engage the successful Proponent to oversee and manage all related services required including but not limited to designing and constructing of an accessible performance stage and audience area.

34.2 The Town expects that the successful proponent will ensure all specifications and drawings prepared by any/all Sub-Consultants incorporate the programming and design options selected by the Owner and incorporate an integrated design format.

34.3 The successful proponent will be responsible for determining required professional certifications to ensure compliance with the Towns Building Inspection department and other authorities having jurisdiction as all drawings and specifications prepared will be used for permitting purposes.

34.4 The Scope of Services is deemed to apply equally to the successful proponent and all their Sub-Consultants. Within the scope of this RFP, that is to provide complete services which includes but is not limited to:

a) Design Development Standards & Guidelines; The Town is committed to incorporating accessibility and green building practices into the design, construction, and operation of all new municipal buildings. We expect to achieve life cycle cost savings by reducing operating costs wherever possible through efficient use of equipment, energy, water, and other resources.

b) Phase 1 - Data Collection:

- Obtain all pertinent information on existing and proposed infrastructure including all necessary topographic and geotechnical surveys.
- Consult with NS Power and all utility companies regarding existing services, future extensions, and any other considerations.
- Consult with the Town on co-ordination of any servicing considerations identified.

c) Phase 2 - Design & Construction:

The successful proponent will consult with the Town and the Project Stakeholders as it relates to reviewing the project:

- Prepare a preliminary design that shall be presented for consideration by the Town.
- Complete all necessary revisions {if necessary} to the preliminary design as required, in order to prepare a final design for review and approval by the Town and the Project Stakeholders.
- The proponent shall furnish original sealed, signed drawings and specifications, and electronic copies thereof {in PDF format}, to the Town prior to construction starting for review. The Consultant shall also furnish the drawings in AutoCAD 2021 or lower DWG file format to the Town for its records. Lastly, the proponent shall provide one {1} printed set

of all wide-format drawings to the Town for reproduction. All original specifications, drawings, sketches, etc., shall become the property of the Town, however, the proponent shall retain copies {as required} for its own record-keeping purposes.

- The Town will assume all costs associated with providing translated documents, advertising, and reproduction costs.
- Review and approve shop drawings.
- Attend bi-weekly jobsite/ virtual meetings with Town representatives throughout the design and construction until completion.
- Attend additional site visits with reasonable notice at critical points in the project.
- Ongoing quality control.
- Respond to trades, General Contractor & Town staff as required throughout the project.

d) Phase 3 - Close Out and Record Drawings:

- Full review and assurance of correction of systems {Maintenance & Operations} and project manuals, including all warranty documentation.
- Full review of As-Built drawings provided by the Contractor.
- Create and provide Record Drawings in hardcopy, PDF and latest AutoCAD versions. All Xrefs must be bound. Include a cross reference for all changes made from construction drawings, to identify that modification has been made.
- Review all turnover materials.
- Provide all required paint, finish or other schedules, suppliers, and manufacturers.
- Provide assurance that all necessary cleaning and deficiencies are completed.
- Prepare Certificates of Substantial Completion and Final Completion.
- Prepare maintenance schedule.
- Warranty Manual review, inspection, and support services (review all letters, provide direction on issues, review corrective warranty work, inspect, and attend warranty meetings at designated schedule).

The successful Proponent will be responsible for providing a complete turn-key design-build solution for the Victoria Square facility, including design development, coordination, permitting, site preparation, construction, equipment supply and installation, commissioning, close-out, and warranty services. The successful proponent will be responsible for the demolition and/or removal of the existing bandshell, lighting, pavers, concrete, electrical equipment and landscape features as may be required to complete the work. Turn over to Town any requested items that are not being used on the site. Remove all excess material from the site.

2.1 EVALUATION

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

Criteria	Weight
Technical Evaluation:	
Design Quality, Technical Approach & Innovation	**30%**
Performance, Accessibility and Functionality	**20%**
Timeline and Project Delivery	**10%**
Warranty & Maintenance	**10%**
Experience & References	**20%**
Meets the Needs of the Town of Amherst	**Mandatory 70 to Pass**
Project Price:	**10%**

Proposals exceeding the mandatory 70 technical score will be scored by the following equation for Cost of Project:

1. Lowest bid will receive highest score of 10%
2. Next lowest bid will be divided into the lowest bid x 10 =_%
3. Next lowest bid will be divided into the lowest bid x 10 = _% and so on

In order to advance beyond the evaluation cycle, a total overall score of 70 out of 90 must be achieved upon the technical evaluation of your proposal.

2.1.2 The above technical evaluation criteria are defined as;

- **Design Quality, Technical Approach & Innovation (30%):** Assessment of the proponent's overall design concept, methodology, and execution plan. Evaluation will consider:
  - Quality, creativity, and functionality of the facilities layout
  - Integration of required features
  - Preference for experienced (10-15 years) Project Management personal
  - Preference for experienced (10-15 years) Lead design team
  - Clarity and feasibility of the proposed design approach
  - Alignment with the Schematic Concept plan
  - Building Code Compliance
  - Quality Control
  - Reporting Procedures and Meetings
  - As-Built and Close Out Document Process
  - Progress Billing and Change Order Process
  - Constructability, schedule logic and risk management and practicality of the design
  - Storm water management approach
  - Higher scores will be awarded to proposals demonstrating a well-developed, cohesive, and buildable design solution.

- **Performance, Accessibility and Functionality (20%):** Evaluation of how effectively the proposal delivers a fully inclusive, safe and universally accessible facility. Evaluation will consider:
  - Compliance with CSA accessibility standards

- Quality and simplicity of electronic lighting and sound systems
- Compatibility of surveillance cameras with Town's existing system
- Universal Accessibility of pathways and circulation routes
- Quality of the stage materials
- Proposed drainage system
- Preference for Rick Hansen Accessibility Certified review
- Preference for Crime Prevention Through Environmental Design Certified professional review
- Functionality of supporting infrastructure
- Geometry of viewing areas for small (300 people) and large event (100 people) audience
- Higher scores will be awarded to proposals that go beyond minimum standards and demonstrate leadership in design.

- **Timeline & Project Delivery (10%)**: Assessment of the proponent's ability to deliver the project within the required timeframe. Evaluation will consider:
  - Realistic and detailed project schedule
  - Key milestones and sequencing of work
  - Ability to be substantially complete by June 1st, 2027
  - Approach to minimizing disruptions and managing risks
  - Electrical services and lighting design for similar facilities by Electrical Engineer licensed in Nova Scotia
  - Building Architect and Engineers and Landscape Architects with experience in public buildings licensed in Nova Scotia
  - Mechanical and Structural Engineers with experience in similar projects licensed in Nova Scotia
  - Preference will be given to proponents demonstrating a clear, achievable, and well-structured delivery plan.
- **Warranty & Maintenance (10%)**: Evaluation of the durability, warranty coverage, and long-term maintenance requirements of the proposed facility. Evaluation will consider:
  - Length and comprehensiveness of warranties for:
    - Equipment
    - Structural components and hardware
    - Clarity of warranty terms, including what is covered and exclusions
    - Expected service life of materials and equipment
    - Ease of maintenance and availability of replacement parts
    - Ongoing maintenance requirements (frequency, complexity, and cost implications)
    - Suitability of materials for the local climate freeze-thaw cycles and municipal use conditions
  - Higher scores will be awarded to proposals that demonstrate:
    - Long-term durability and reliability
    - Comprehensive, clearly defined warranties
    - Thoroughness of commissioning
    - Low-maintenance design with minimal lifecycle costs.
- **Experience & References (20%):** Evaluation of the proponent's experience with similar projects and demonstrated performance. Evaluation will consider:
  - Relevant experience in design and construction of public performance stages
  - Relevant experience in Design-Build projects
  - Relevant experience between the Contractor's team and the Designer's team

- Experience delivering inclusive and accessible play spaces
- Quality and relevance of provided references
- Degree of input from professional designers and engineers to deliver a superior product
- Past project performance, including timelines and quality
- Degree of input from performance lighting/sound/video/security suppliers
- Higher scores will be awarded to proponents with strong municipal experience and proven successful project delivery.

- **Project Price (10%):** The total proposed turnkey lump sum cost to design, supply, and construct the stage facilities. Evaluation will consider:
  - Overall value for money
  - Value add products and solutions
  - Completeness of pricing (all-inclusive scope)
  - Alignment with project requirements and deliverables
  - The lowest compliant bid will receive full points, with other bids scored proportionally.
  - Mathematical formular for cost comparison as outlined in Section 2.1.1.

1.15 CONDITIONS OF PURCHASE

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

1.16 TERMINATION

1.16.1 Termination of Convenience:

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

1.16.2 Termination of Default:

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

1.17 CONTACT

1.17.1 All questions relating to this Request for Proposals to be directed IN WRITING to:
Name: Aaron Bourgeois
Email: abourgeois@amherst.ca

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

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

1.18 WARRANTY

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

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

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

1.19 PROPRIETARY INFORMATION

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

2 SCOPE OF WORK

2.1 OBJECTIVES & SCOPE OF WORK

The Town of Amherst intends to develop a new outdoor performance stage in Victoria Square to replace the existing bandshell.

The successful Proponent shall provide a complete design-build solution, including all labour, materials, equipment, supervision, and coordination required to deliver a turn-key facility, including but not limited to:

- Design development and refinement of the “Box” Conceptual Schematic design described in (Appendix "B"), including landscape architecture, architecture, civil, structural, mechanical, and electrical engineering.
- Topographic surveying, geotechnical investigation (Appendix “C”), and utility coordination.
- Demolition of existing site features as identified, site preparation, grading, drainage, and earthworks.
- Construction of a covered 40’ x 20’ stage with sidewalls and roof high enough to hang lights and speakers.
- Provision of a Design Brief that describes intent, materials and sizes of proposed elements.
- Permitting and approvals coordination with the Town of Amherst, Nova Scotia Power, and other authorities having jurisdiction.
- Project management, supervision, quality control, testing and inspection, commissioning, training, close-out, record drawings, and warranty service.
- Accessible ramp to stage for audience and equipment transport.
- Panels on the front sides of stage to mount lights, screens, for projected images.
- Removal of existing bandshell and fill the resulting void with hardsurface paving.
- Provide access from parking lot to the stage and lawn.
- Removal of existing garden bed and replace with lawn.
- Creation of slight sloping lawn area for lawn chairs.
- Hardsurface area for wheelchairs at front of stage, minimum 3.0m wide.
- Supply and install $25,000 worth of suitable speakers, lights, audio system which deliver a user-friendly control, and suitable experience for performers and the audience. Provide considerations for temporary sound and light booth.

2.2 PHASED APPROACH TO SERVICES

The design-build services shall be delivered in three phases.

Phase 1 — Data Collection

- Obtain all relevant topographic, property line and geotechnical information for the site of the proposed stage and viewing area.
- Inventory existing infrastructure (utilities, services, structures, pavements, fencing, and landscape features) at Victoria Square.
- Coordinate with utility providers (including Nova Scotia Power) regarding current and future services and servicing constraints.
- Coordinate servicing considerations with the Town of Amherst.
- Coordinate design considerations with Town and the neighbouring churches.

Phase 2 — Design and Construction

- Consult with the Town and project stakeholders on preliminary design options, including programming refinements where requested.
- Prepare and present a Preliminary Design (approximately 30%–60% level) for review, then revise to a Final Design (90%–100%) for approval.
- Issue sealed and signed permit-ready drawings and specifications, plus electronic PDFs and editable AutoCAD drawing files (AutoCAD 2021 or earlier DWG), in a format acceptable to the Town.
- Review and approve shop drawings; attend bi-weekly site meetings; provide additional site visits at critical points; maintain quality control; respond to Town and Contractor queries throughout construction.
- Designers and Engineers to conduct regular site visits to monitor construction progress, issues instructions, and write change orders for Town to consider.

Phase 3 — Close-Out and Record Drawings

- Review O&M material, warranty documentation, and as-built information.
- Produce Record Drawings in hardcopy, PDF, and current AutoCAD format, with bound Xrefs and clear cross-referenced changes.
- Confirm cleaning and deficiencies; prepare Certificates of Substantial and Final Completion; provide maintenance schedules and warranty support services for the duration of the warranty period.

3 SPECIFICATIONS

3.1 GENERAL

The successful Proponent shall provide a complete design-build solution and all labour, materials, equipment, supervision, and coordination necessary to deliver a turn-key facility. All work shall be carried out in accordance with the latest applicable editions of:

- National Building Code of Canada and the Nova Scotia Building Code Regulations.
- Nova Scotia Standard Specifications for Municipal Services, where applicable to civil and servicing works.
- Canadian Electrical Code, Nova Scotia amendments.
- Rick Hansen Foundation Accessibility Certification guidelines, referenced as a leading-practice benchmark for universal accessibility.
- All requirements of authorities having jurisdiction, including the Town of Amherst, the Province of Nova Scotia, and Nova Scotia Power.

3.2 DESIGN REQUIREMENTS

- Advance the Conceptual Schematic Design (Appendix "B") through Preliminary, Final, and Permit-Ready design submissions for Town review and approval.
- Provide sealed, signed, and permit-ready drawings and specifications, sealed by professionals licensed in Nova Scotia.
- Provide electronic PDF copies and editable drawing files in a format acceptable to the Town (AutoCAD 2021 or earlier DWG required for Record Drawings).
- Coordinate all sub-consultants and integrate all disciplines into a cohesive design package.
- Maintain a clear design audit trail, with all design changes tracked and approved through the change-management process established at the kick-off meeting.

3.3 STAGE

The “Box” style stage shall be designed and constructed as a high-quality outdoor event facility. The Proponent shall provide:

- A 20’ x 40’ stage, with roof and sidewalls.
- Stage floor shall be raised 1’ – 3’ in height from ground level.
- Stage floor access shall be accessible and suitable for rolling equipment on to stage.
- Stage roof shall be suitable for hanging screens, speakers, and lights.
- Side panels for lighting and video screen projects should be considered, as shown on Conceptual Plan.

3.4 EXISTING BANDSHELL

The existing bandshell shall be removed from the site.

Provide an optional price to reinstall the bandshell including a new foundation in Christie Park, 69 Albion Street, Amherst:

- Terminate wiring, backfill and provide new hardsurface paving in the circular opening of the concrete unit paver plaza, where the bandshell currently sits.

3.5 HARDSURFACE AREAS

The Proponent shall design and construct hardsurface paving areas in accordance with the site configuration:

- Preference will be for accessible surfacing along pathways and in front of stage, using concrete unit pavers, poured-in-place-concrete or asphaltic concrete, as budget allows.
- Longer lifecycle products will score higher in evaluations of proposals.

3.6 LIGHTING & SOUND EQUIPMENT

The successful Proponent shall design, supply, and install the following:

- Coordination with Nova Scotia Power for service capacity and metering.
- Safe lighting levels along walkways.
- Provide wiring system for an audio and lighting system as described below, inclusive of the supply of all labour, materials, tools, etc. to complete the work.
- Budget target for sound and lighting within overall budget is $25,000.
- All new equipment shall be ULC approved and installed to the manufacturer's recommendations.
- The normal power supply to the system shall be 120 volts 60Hz.
- Test system for operation as per manufacturer's recommendation.
- Submit shop drawings for review electric engineer/sound engineer, and Owner.
- Audio console, 40-input channel, 8 XLR outputs plus additional line inputs, Apps for control, rack mountable.
- Audio snake (3, 1 @ 100', 2 @ 50').
- Speakers, Line Array, ceiling mounted array, 400 watt, black.
- Sub woofer, passive 1000 watt black, ceiling mounted.
- Monitors.
- Amplifier, rack mounted.
- Power conditioner, rack mounted.
- LED lights, dimmers.
- List all included hardware for evaluation.

3.7 SECURITY CAMERAS

The Proponent shall provide two security cameras to match system currently used by the Town.

3.8 SITE CIRCULATION, PARKING, AND ACCESSIBILITY

- Optimized access to parking lot circulation supporting smooth arrival and departure and clear emergency-vehicle access.
- Separate pedestrian flow with dedicated pathways from parking.
- All primary accessible routes designed with a maximum 5% running slope, eliminating the need for ramps and supporting universal access for people using mobility aids.
- Compliance with all applicable accessibility legislation in Nova Scotia, with Rick Hansen Foundation Accessibility Certification guidance applied as a leading-practice benchmark.

3.9 SITE CONFIGURATION, GRADING, AND EARTHWORKS

- Site grading developed directly from collected topographic survey and geotechnical assessment to minimize earthworks expenditures while delivering a stable, functional, and constructible site.
- Balanced cut and fill volumes to reduce external import or export of material and to limit hauling, construction cost, and disruption to the local environment.
- Smooth and intuitive transitions, buildings, parking lots, and pedestrian pathways, ensuring full accessibility compliance.

3.10 LANDSCAPING

- Mowed slopes to be maximum 3:1.
- Vegetated slopes to be maximum 2:1.
- Use retaining walls where slopes are too steep.
- Provide minimum 200mm of topsoil for seeding areas.
- Follow the latest Canadian Landscape Standard.
- Provide shade trees where possible, without blocking view to stage.
- Have Landscape Architect approve establishment of turf and plants prior to turning over to the Town.

3.11 PROJECT DELIVERY

- Coordinate with utilities and all authorities having jurisdiction.
- Obtain or support all required permits and approvals.
- Attend bi-weekly site meetings with Town representatives, plus additional site visits at critical milestones.
- Maintain quality control and respond to Contractor and Owner queries during the Work.
- Minimise disruption to surrounding Victoria Square areas and adjacent uses during construction.
- Provide a detailed schedule with milestones, including a Substantial Completion date and a Final Completion date.

3.12 PROJECT CLOSE-OUT REQUIREMENTS

- As-built and Record Drawings in hardcopy, PDF, and current AutoCAD format (with bound Xrefs and clear cross-referenced changes).
- Operation and Maintenance manuals for all installed systems.
- Warranty documentation for all warranted components.
- Final inspection with Town representatives, deficiency correction, and turnover documentation.
- Certificates of Substantial Completion and Final Completion.
- Maintenance schedules and warranty support services for the duration of all warranty periods.
- First-year operations and maintenance training for Town staff on all major systems.

4 BUDGET

4.1 BUDGET

The estimated budget for this project is $350,000 + applicable tax and inclusive of $25,000 target budget for lighting and sound equipment. All prices will be in Canadian dollars only and exclusive of HST. Proposals over budget will not be considered. Concerns about budget must be addressed during the enquiry period only.

The proponent should submit value-engineered options within the stated target budget including a phased or optional scope structure to align with the project's available funding.

5 PROPOSAL MANDATORIES

5.1 Each Proposal must include the following. (Submissions missing any of the mandatory items below may be rejected as non-compliant.)

5.1.1 Signed Form of Proposal

5.1.2 Signed Attachment "A" —Standard Terms and Conditions.

5.1.3 Bid Bond or Bid Security in the amount of 10% of the proposal price.

5.1.4 Contractor / team experience profile, including:

- Firm history and corporate structure.
- Lead design-build team members, including roles and Nova Scotia professional licences for landscape architects, architects and engineers.
- Demonstrated experience delivering public performance stages.

5.1.5 A minimum of three (3) client references, and list of five (5) for similar projects completed, with full contact information. The Town reserves the right to evaluate references other than those listed.

5.1.6 Detailed design concept and technical approach for the proposed Victoria Square stage, including preliminary site layout, key dimensions, and major design assumptions.

5.1.7 Manufacturer specification sheets for key materials and equipment.

5.1.8 Warranty information components and equipment.

5.1.9 Proposed Project Schedule with milestones, indicating proposed Substantial Completion and Final Completion dates.

5.1.10 Proposal Form — Pricing Schedule (Section 7), all amounts in Canadian dollars excluding HST.

5.1.11 Acknowledgement of all Addenda issued, if any.

5.1.12 Any additional information that the Proponent believes is necessary for the Town's evaluation.

5.1.13 Project completion date is June 1, 2027.

PROPOSAL FORM

All prices to be in Canadian dollars and to exclude HST.

Schedule "A" — Lump Sum

Item	Amount (CAD, excl. HST)
Lump Sum Price — Design-Build of the Victoria Square Performance Stage, including removal of existing bandshell, in accordance with this RFP	$
Earliest Guaranteed Substantial Completion Date	

Schedule "B" — Optional Pricing

Proponents shall complete the optional price to relocate the existing bandshell to Christie Park.

	Amount (CAD, excl. HST)
1. Relocate Bandshell	$
Total Lump Sum Items 1	**$**

Team Members and Extra Work Hourly Rates

Design Team	Name	Hourly Rate
Project Manager		$
Assistant Project Manager		$
Senior Landscape Architect		$
Electrical Engineer		$
Mechanical Engineer		$
Structural Engineer		$
Geotechnical Engineer		$
Civil Engineer		$

Design Team	Name	Hourly Rate
Architect		$
Technician Arch.		$
Technician LA		$
Technician Elec.		$
Technician Mech.		$
Technician Struc.		$
Technician Civil		$
Technician Geo.		$
Technician Survey		$
		$
		$

Construction Team	Name	Hourly Rate
Project Manager		$
Superintendent		$
Estimator		$
Surveyor Engineer		$

Sub-contractor Team	Name	Hourly Rate
Civil		$
Landscape		$
Electrical		$
Sound & Lighting		$
Other		$

Documentation Requirements

- Attachment "A" signature page included in submission.
- Three references with full contact information included in submission.
- Product, system, and warranty information included in submission.
- Bid Bond or Bid Security (10% of proposal price) included in submission.
- Addenda numbered and acknowledged.



SIGNATURES

DATED THIS _____ DAY OF_____ , 2026

[Seal]	Name of Firm Tendering
	Signature of Signing Officer
	Name and Title of Signing Officer (Printed)
Witness	Name and Title (Printed)
Witness	Name and Title (Printed)

Full Company Address, with Postal Code

Telephone No.

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

Appendix "A"
Standard Terms and Conditions

ATTACHMENT "A"

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

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 to be disqualified.

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:

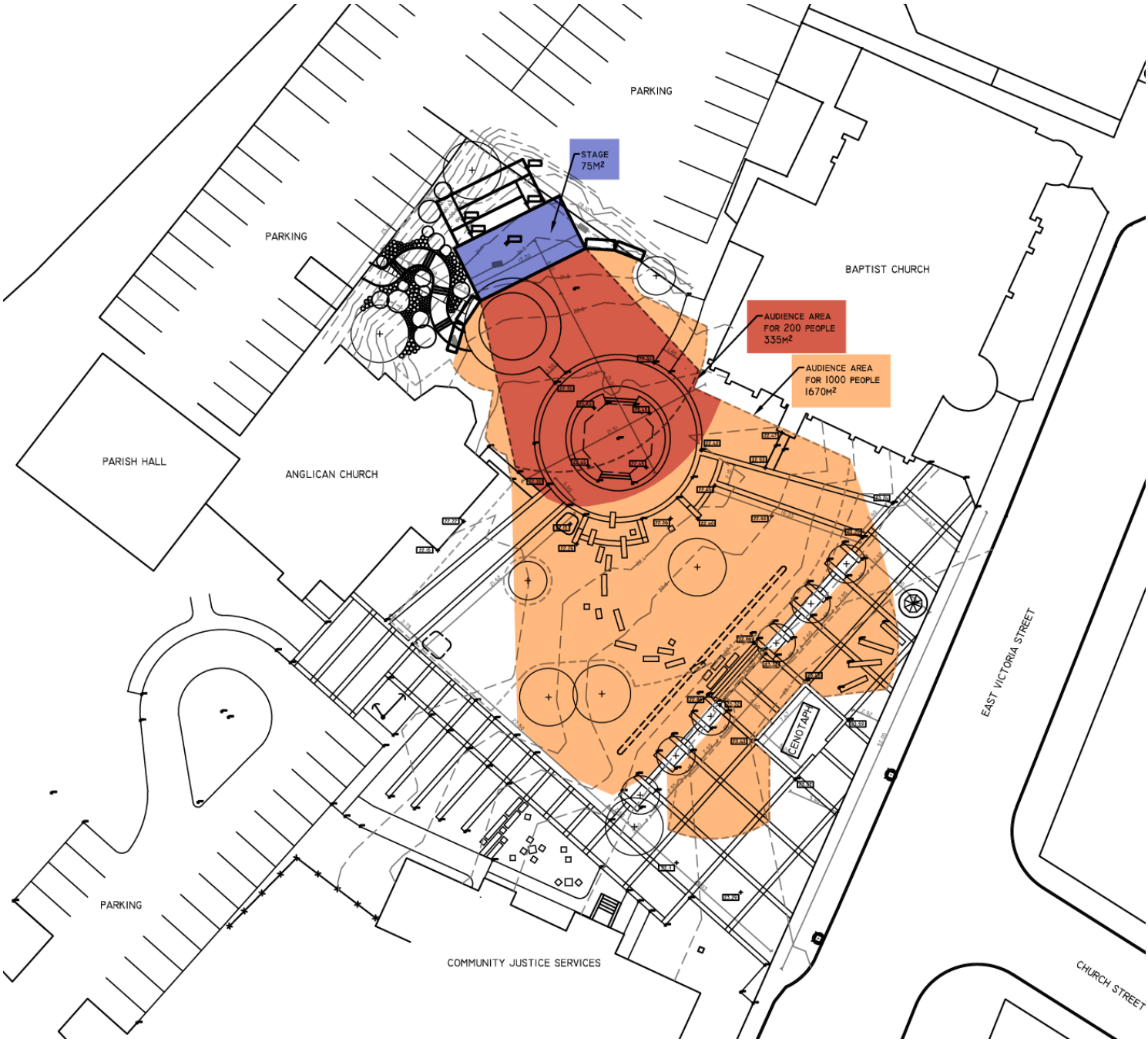
_____ _____
Authorized Signatory for the Proponent Date

_____
Print Name and Title

Appendix “B”
Schematic Concept Plans






PARKING
STAGE
75M²
PARKING
BAPTIST CHURCH
AUDIENCE AREA
FOR 200 PEOPLE
335M²
AUDIENCE AREA
FOR 1000 PEOPLE
1670M²
PARISH HALL
ANGLICAN CHURCH
CENOTAPH
EAST VICTORIA STREET
PARKING
COMMUNITY JUSTICE SERVICES
CHURCH STREET

Appendix "C"
Map of Site


First Baptist Church Amherst
Glooscap Trl
Parish hall
62
64
Victoria Square
60
World Wars Memorial
54