Petite Rivière Watershed Flood Risk Assessment and Mitigation Study

RFP 2019-01-401
Lunenburg County, NS

Closing Date:
12/07/2019

Planning & Development Services
210 Aberdeen Road, Bridgewater, NS
Phone: 541-1324 / Email: Rachel.Hiltz@modl.ca
PURPOSE

This Request for Proposal (hereafter referred to as the “Proposal” or the “RFP”) outlines the requirements of the Municipality of the District of Lunenburg (hereafter referred to as the “Municipality” or “MODL”) with regard to inland flooding risk assessment and mitigation planning services by qualified professional firms and individuals (hereafter referred to as the “Proponent”) for the Petite Rivière Watershed in Lunenburg County.

MODL and its residents require a greater understanding of the current flooding risks within the Petite Rivière Watershed (especially the Fancy Lake area), the potential future risk, as well as the potential impacts of the flooding risk in the Petite Watershed area.

The study of the conditions that result in flooding and the magnitude of possible flooding in heavy rain conditions will assist the surrounding communities and the municipality by:

- providing essential information for the public to better protect their properties;
- inform development decisions;
- inform personal safety equipment and planning measures;
- inform emergency management planning and priority setting; and
- the development of risk action plans.

The analysis of flood mitigation options will provide the municipality with the necessary information to determine viable options to reduce flooding occurrences and impacts in the Petite Rivière Watershed.

MODL has divided the Petite Rivière Watershed Flooding Study project into two phases:

- Phase 1 – Flood Risk Assessment
- Phase 2 – Flood Mitigation Planning

MODL has secured funding for Phase 1 of this study and is awaiting funding approval for Phase 2. Accordingly, MODL is inviting proposals that specify project details and costing separately for each phase, with the award for Phase 2 work being contingent on funding approval.

BACKGROUND

Between May 22 and May 28, 2005 237 millimeters of rain fell in Lunenburg County. The volume of rain caused significant flooding in the Petite Watershed area, which resulted in a 2-day long local state of emergency. The event resulted in the closure of 18 Provincial roads and bridges, the closure of 3 private roads, and the evacuation of 100 residents around the Fancy Lake area.
The Petite Rivière Watershed is located south and southwest of the Town of Bridgewater and runs through various rural communities. The Petite Rivière runs approximately 40 km in length; the headwaters of the river are found at Birch Brook and descend 120 m in elevation to the river’s mouth, located in Green Bay. The total area of Petite Rivière Watershed is approximately 244 km². About 19% of the watershed area belongs to water-bodies; the largest of these water-bodies are Fancy Lake, Hebb Lake, Millipsigate Lake, and Minamkeak Lake. There are five existing dams on the main river channel: Crousetown Dam (runaround channel), Hebb Lake Dam (fish ladder), Milipsigate Lake Dam, Minamkeak Lake Dam, and Weagle’s Dam. The watershed also includes 22 smaller lakes, 8 tributaries, and many swamps and bogs.

The land within the Petite Rivière Watershed is used for various industrial, commercial, and residential exploits. Industrial mines border the Petite Rivière Watershed, with a number of abandoned industrial mines used for gold and aggregate quarries located near the Petite Rivière headwaters. The commercial industry in the region harvests balsam firs in the Petite Rivière Watershed, as the region has a thriving Christmas Tree industry. Finally, the Petite Rivière watershed contains residential areas, as the Petite Rivière runs through several rural communities, and crosses the 103 Fisherman’s Highway. One of the most populated areas within the watershed is Fancy Lake, with approximately 320 residential dwellings and 700 residents.

The Petite Rivière Watershed has the only known population of the endangered Atlantic whitefish and the Species at Risk Action Plan cites the appropriate management of lake water levels as a threat to be addressed. The Petite lakes have also been protected since 2006 by a Protected Water Area designation under the Nova Scotia Environment Act. As part of this designation, regulations are in place which address activities in the watershed that could impact water quality (e.g., activities associated with agriculture, forestry, road construction, commercial, industrial, residential and recreational development, and certain aspects of mining).

The Petite lakes serve as the municipal water supply for the Town of Bridgewater (8800 residents). The system is managed as a run-of-the-river operation and, other than for dam maintenance and construction/upgrades, the Public Service Commission of Bridgewater manages minor variations in water levels to meet federal dam safety requirements. Within the past decade the Town reviewed their water relicensing requirements with Nova Scotia Environment (NSE) and determined that their 100 year old structures (network of dams and berms) were not meeting the Canadian Dam Safety Guidelines. Effective reconstruction of dam sections was identified as needed in situations where over-topping due to storm events could result in dam failure with potential significant negative results downstream to property and public safety.
The required work was undertaken during 2011, which included the installation of automated lake level monitors at each dam site to provide real time lake level data for all three Petite lakes that may help in coordinating lake levels with Atlantic Whitefish migration timing.

**SCOPE OF WORK**

**Phase 1 – Flood Risk Assessment**

- Identification, complete with maps and 3D flood simulation modelling, of the potential flooding hazards that are present within the Petite Watershed area under various precipitation events, including the 1:20 year and 1:100 year return period floodplains. This assessment will take into consideration the flooding potential and impacts associated with dams and dam operation within the study area;
- An assessment of the likelihood of future occurrence of flooding in a changing climate;
- Description of potential impacts to people, economy, structures and networks, the natural environment, and the community’s vulnerabilities to such impacts;
- Regulatory considerations and environmental impacts that may limit possible future mitigation options;
- Collection of stakeholder’s goals and expectations related to current and possible future water level conditions, gaining knowledge on sensitive infrastructure and services, history of changes, and general improvements they would like to see. Stakeholder input is also required on which areas, services or infrastructure needs to be protected, and what level of priority should be assigned to each;
- A full description with ESRI Shapefile of past flooding events; and
- The development of a public information tool to ensure preparatory measures are in place to protect people and properties to reduce the impacts of future flooding occurrences.

The stakeholders to be involved in the flood risk assessment are:

- Bridgewater Public Service Commission;
- Municipality of the District of Lunenburg;
- Hebbville Village Commission;
- Fancy Lake Land Owners Associations;
- Bluenose Coastal Action Foundation;
- Members of Public;
- Nova Scotia Department of Environment;
- Nova Scotia Department of Fisheries and Aquaculture;
- Local Industry;
- Nova Scotia Emergency Management;
Phase 2 - Flood Mitigation Planning

At minimum, the flood mitigation options to be explored by the consultant will consist of:

- Land use planning options;
- Flow control measures;
- Conveyance capacity increase;
- Flood protection measures;
- Relocation of vulnerable structures at risk; and
- Accepting risks and building resilience (includes implementing forecasting and warning systems, preparing for flooding, and preparing for recovery).

Other possible or specific flood mitigation options will be identified through stakeholder engagement and professional expertise.

The stakeholders to be involved in the mitigation study are:

- Bridgewater Public Service Commission;
- Municipality of the District of Lunenburg;
- Hebbville Village Commission;
- Fancy Lake Land Owners Associations;
- Bluenose Coastal Action Foundation;
- Members of Public;
- Nova Scotia Department of Environment;
- Nova Scotia Department of Fisheries and Aquaculture;
- Local Industry;
- Nova Scotia Emergency Management;
- Regional Emergency Management Organization; and
- Local MP/MLA

All flood mitigation options will be fully evaluated through a feasibility analysis, consisting of the following factors:

- Change in average watershed lake level, including depth changes in Fancy Lake;
- Project Cost;
- Operational Cost;
• Management Requirements, if relevant;
• Environmental Considerations, including any down-river impacts;
• Economic Impacts; and
• Social Acceptance

STEERING COMMITTEE

This project will be managed by a Steering Committee consisting of:

• Alex Dumaresq, Deputy Chief Administrative Officer, Municipality of the District of Lunenburg
• Jeff Merrill, Director of Planning & Development Services, Municipality of the District of Lunenburg
• Amy Wamboldt, Grant Coordinator, Municipality of the District of Lunenburg

SCHEDULE OF EVENTS & DELIVERABLES

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>Activity</th>
<th>Description</th>
<th>Consultant Deliverables</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Host Kick-off Meeting</td>
<td>Consultant to schedule an initial meeting with Steering Committee.</td>
<td>Kick-off Meeting Summary for Steering Committee.</td>
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<tr>
<td></td>
<td>Background Review and Site Visits</td>
<td>Perform site visits, including contacting residents and businesses to gain information on past events.</td>
<td>Prepare summary map of recorded issues, and detail site conditions with maps and photographs to be incorporated into Final Report.</td>
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<td></td>
<td>Prepare Public Engagement Plan for Public Meeting</td>
<td>Consultant to prepare for Steering Committee a plan for hosting Stakeholder/Public Meeting(s).</td>
<td>Public Engagement Plan</td>
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<tr>
<td></td>
<td>Host Public/Stakeholder Meeting</td>
<td>Consultant to host Stakeholder/Public Meeting to collect goals and expectations related to current and possible future water level conditions, gaining knowledge on sensitive infrastructure and services, history of changes, and general improvements they would like to see. Stakeholder input is also required on which areas, services or infrastructure needs to be</td>
<td>Stakeholder/Public Meeting Summary to be included in Final Report.</td>
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<td>Phase 2</td>
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<td>Public Engagement Plan</td>
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<td></td>
<td>Stakeholder/Public Meeting.</td>
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<tr>
<td>Host Stakeholder Meeting</td>
<td>Consultant to host Stakeholder/Public Meeting(s) to collect</td>
<td>Stakeholder Meeting Summary to be included in Final Report.</td>
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<td></td>
<td>mitigation ideas to be considered by Consultant.</td>
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<tr>
<td>Preliminary Report</td>
<td>Prepare a preliminary report to be delivered to Steering</td>
<td>Preliminary Report</td>
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<td></td>
<td>Committee and allow for one round of revision.</td>
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selected Stakeholders and allow for one round of revision.

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<tr>
<td>Public Information Dissemination</td>
<td>Consultant to plan a means of sharing report details with members of the public.</td>
<td>Meeting or tool.</td>
</tr>
<tr>
<td>Council/Hebbville Village Commission Presentation</td>
<td>Consultant to present Final Report to MODL Council/Hebbville Village Commission</td>
<td>Presentation</td>
</tr>
</tbody>
</table>

The proponent may present a Work Plan that deviates from the Schedule of Events and Deliverables, so long as these deviations are clearly noted. It is expected that any deviations from the Schedule of Events and Deliverables are intended to improve the overall process and outcomes.

The project timeline must allow for full project completion (Phase 1 and Phase 2) by March 31, 2020.

DATA AVAILABLE FOR THE STUDY

MODL has obtained topographic lidar for the entire Lunenburg County in 2016 and is available from GeoNova for download. Other topographic data including water courses, lakes and roads etc. are available from GeoNova for download. Stage and flow measurements time series are available from the Water Survey of Canada. Some generalized lake bathymetric information is available from NS Environment. Limited historic flood information is available from the Regional Emergency Management Official and the Municipalities. Other information of control structures and water levels may be available from the Municipalities for lake systems under their control. Other systems may have alterations from NS Power controlled systems where data should be obtained on critical elevations. Some culvert information has been collected, in the study of fish passage, and is available from the Municipalities.

Data available for the project is available on-line here:

- LiDAR for Lunenburg County (2016): [https://nsgi.novascotia.ca/datalocator/elevation/](https://nsgi.novascotia.ca/datalocator/elevation/)
INSTRUCTIONS TO PROPOINENTS

Submission of RFP

.1 Request for Proposals shall be received on or before 2:00 pm on Friday, July 12, 2019 local time, at the Municipal Office, 210 Aberdeen Road, Bridgewater, Nova Scotia. Late submissions will not be accepted and will be returned unopened. Faxed or e-mailed submissions will not be accepted.

.2 No Proposal may be withdrawn after closing. Prior to closing, a Proposal may be withdrawn upon written request signed by an Officer of the Proponent’s company.

.3 The Request for Proposal shall be addressed to the following contact person:
   Rachel Hiltz, Financial Services Officer
   Municipality of the District of Lunenburg
   210 Aberdeen Road
   Bridgewater, Nova Scotia
   B4V 4G8

.4 Proponents shall submit four (4) identical Proposals. Included with the proposal shall be the Proponents proof of insurance and Clearance Letter and/or Letter of Good Standing from the Workers Compensation Board of Nova Scotia.

.5 Also, email one (1) electronic version, identical to the hard copy proposals, in .pdf format to Rachel.Hiltz@modl.ca with “Proposal for RFP 2019-01-401” in the Subject Heading.

.6 Proposals shall be enclosed in an envelope, sealed and labeled: REQUEST FOR PROPOSALS – Petite Rivière Watershed Flood Risk Assessment and Mitigation Study – RFP 2019-01-401 Pricing is to be included in a separately sealed envelope and labeled: RFP 2019-01-401– Pricing.

Enquiries

All enquiries shall be in writing. Enquires related to this RFP shall be directed to the following person or their designate:

   Jeff Merrill, Director
   Planning & Development Services
   Jeff.Merrill@modl.ca

Information obtained from any other source is not official.
REQUESTS FOR PROPOSALS REQUIREMENTS

Content

Methodology and Work Plan
A detailed work plan, describing the work or tasks to be undertaken by the Proponent, including time allocations for Proponent project members and/or sub-contractors. The methodology is to include a public engagement strategy. Items to be delivered at each step shall be identified.

Project Schedule
A project schedule outlining the time frames of associated work and tasks to be undertaken by the Proponent. All work must be completed by March 31, 2020.

Contact Name
The name of the contact person for the Proponent who shall have the responsibility of discussing any project matters with the Municipality.

History of Proponent
A brief history of the Proponent, including each professional or firm if the Proponent is a consortium or joint venture.

Previous Work/Experience
Qualifications and Curriculum Vitae of each team member in relation to the work tasks outlined in this RFP shall be included. A listing for each team member with respect to previous work experience in the area of flood risk assessment and/or mitigation conducted within the last five years should be noted. A minimum of three references shall be provided.

The proposed role and time allotment of all team members with respect to the project tasks shall be provided (without rates or costs attached) with the main proposal.

Organizational Chart
An organizational chart of the project team members, showing lines of responsibility and reporting structure of all team members to be assigned to the project shall be included.

Proposed Sub-contractors
Proposed sub-contractors, if any, must be listed including their responsibilities, reporting structure, professional qualifications, experience, expertise, and the proposed role and time allocation to this project.
Pricing
An all-inclusive project price per Phase shall be provided. Pricing is to be included in a sealed, separately marked envelope from the Proposal.

Proponent Expectations
A list of preliminary information the Proponent expects the Municipality to provide if necessary.

Additional Services
Additional services that do not directly meet the core services requested in the Scope of Work, but which are recommended to be considered by the Municipality. Any additional services must be priced separately from the price determined to complete the Scope of Work.

Cost Proposal
.1 The Cost Proposal shall be submitted at the same time as the technical proposal in a separately sealed envelope marked RFP 2019-01-401– Pricing.

.2 The Cost Proposal shall include a single page duly signed stating the proponent’s all-inclusive total price per Phase for the services as outlined in the Request for Proposal.

.3 The total cost, all-inclusive, shall include all factors which shall affect the costs of this review, such as but not limited to, travel, reproduction costs, disbursements and miscellaneous expenses. This all-inclusive price shall be project costs per Phase for the purposes of evaluation, exclusive of taxes. Prices quoted are to be in Canadian Dollars.

.4 The total cost shall represent the maximum payment for the project per Phase. Price data should include fixed price, estimated hours of work by the Proponent and individual hourly cost for the Proponent. Proposals shall include and identify expenses and HST separately.

.5 Price may not be the determining factor for award. The Municipality may negotiate a final offer with the selected Proponent.

.6 Lump sum prices shall represent the firm, fixed, all-inclusive price for the Work identified. Also include the following additional information for lump sum pricing on a separate page or pages:
   a. A detailed listing of the tasks and activities with a breakdown into work packages, details of all individual costs of the proposed services, and total costs; and,
   b. Cost in Canadian Dollars per day which is to include all expenses, per diem, etc. if additional work outside of the Scope of Work is requested of the Proponent.
EVALUATION

Proposal Review
In accordance with the Municipality’s Purchasing Policy, “the Municipality shall award the procurement contract to the supplier whose proposal is determined to provide best value to the Municipality based upon the evaluation criteria set out in the request for proposals and equitably applied to all proposals.” Evaluation of Proposals shall be completed using the best value determination in accordance with the following criteria:

Mandatory Criteria
Submissions will first be evaluated to establish compliance with the mandatory clauses of this RFP. Submissions not meeting the mandatory requirements will receive no further consideration during the evaluation process. The following are the mandatory requirements:

.1 Proposals shall be submitted by the deadline.

.2 Proposals shall indicate the ability to complete all Phase 1 and Phase 2 work on/before March 31, 2020.

.3 Proposals shall be in accordance with all terms and conditions of this RFP.

.4 A copy of the Proponent’s valid Clearance Letter and/or Letter of Good Standing from the Worker’s Compensation Board of Nova Scotia is included with the Proposal.

Other Criteria
The Municipality reserves the right to choose the proposal that provides the best overall value to the Municipality in terms of merit and price ratio. The Municipality may, in its sole discretion, choose to reject any or all Proposals.

Contract
Notice in writing to the Proponent of the acceptance of its proposal by the Municipality and the subsequent full execution of a written Purchase Order will constitute a contract for services. No Proponent will acquire any legal or equitable rights or privileges to the goods or services until the occurrence of both events.

Evaluation Process
For the evaluation of this proposal, the content of the proposal shall be assigned a weight of ninety (90) and the cost shall be assigned a weight of ten (10).

Each Proposal will be evaluated using the following process:
- Stage 1: verify each bid’s compliance to the Mandatory Criteria and disqualify any bids that fail to meet these.
• Stage 2: All proposals which pass Stage 1 will be evaluated and ranked against the weighted Proposal Evaluation Criteria, risk evaluation, and cost proposal evaluation.

**Proposal Evaluation Criteria**

The proposal evaluation criteria are comprised of:

<table>
<thead>
<tr>
<th>Category</th>
<th>Value</th>
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<tbody>
<tr>
<td>Quality of Proposal</td>
<td>10</td>
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<tr>
<td>Work Plan</td>
<td></td>
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<tr>
<td>• Level of detail</td>
<td>50</td>
</tr>
<tr>
<td>• Quality of work to be undertaken</td>
<td></td>
</tr>
<tr>
<td>• Methodology and citizen engagement</td>
<td></td>
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<tr>
<td>• Project schedule</td>
<td></td>
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<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Previous Work Experience</td>
<td></td>
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<tr>
<td>• Relevant experience within last 5 years</td>
<td>10</td>
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<tr>
<td>• Team member CVs</td>
<td></td>
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<tr>
<td>• Quality of Sub-contractors (if relevant)</td>
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<tr>
<td>Project Team</td>
<td>5</td>
</tr>
<tr>
<td>• Organizational Chart</td>
<td></td>
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<td>• Time allocations</td>
<td></td>
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<tr>
<td>• Sub-contractor roles</td>
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<tr>
<td>Ability and resources to manage and complete work on schedule</td>
<td>5</td>
</tr>
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**Risk Evaluation**

The Municipality reserves the right to deduct points from the Proposal Evaluation Criteria, based on an assessment of risk. Risk evaluation categories are as follows:

• Low risk: exceptions or omissions to RFP terms and conditions and/or format indicate no risk or low risk to successful completion of project; (-0) to (-5) points.

• Medium risk: exceptions or omissions to RFP terms and conditions and/or format indicate a risk to successful completion of project that can be mitigated using MODL resources; (-5) to (-25) points.

• High risk: exceptions or omissions to RFP terms and conditions and/or format indicate a risk to successful completion of project that can be mitigated but will require significant MODL resources; (-26) to (-50) points.

• Unacceptable risk: exceptions or omissions to RFP terms and conditions and/or format indicate a high probability of project failure; (-50) to (-100) points.
**Cost Proposal Evaluation**

The Municipality reserves the right to deduct points from the Proposal Evaluation Criteria based on an assessment of the cost proposal. Unless otherwise stated in this document or its addenda, the proposal with the lowest cost shall receive the maximum points allowed. All other proposals shall receive a cost score based on their cost relationship to the lowest. The points for the financial evaluation will be allocated as follows:

\[
\text{Lowest Price / Cost Proposal} \times \text{Maximum Price Score} = \text{Price Score}
\]

**Example:** Two technically compliant bids are received and the maximum available points equal 10.

Bid 1: $100,000
Bid 2: $130,000

Bid 1 being the lowest, would achieve a score of 10 points.

Bid 2 would achieve a score of 7.69 points, calculated as follows:

\[
\frac{$100,000}{$130,000} \times 10 = 7.69
\]

**“Buy Local” Considerations**

In evaluating which goods or services offer best value to the Municipality, a 5% price preference will be applied to the price offered by a local business, such that the price offered by a local business will be adjusted lower by 5% for price evaluation purposes.

The “Buy Local” preference will be applied to the procurement of goods whose value does not exceed $25,000, and services whose value does not exceed $50,000.

**GENERAL TERMS AND CONDITIONS**

**Acceptance of Proposals**

The Municipality reserves the right, at its sole discretion, to reject any and all Proposals. The Request for Proposals should not be construed as a contract for the purchase of goods or services. The Municipality reserves the right to accept any Proposal that it considers to be in its best interest or to reject any or all Proposals, as the Municipality deems to be in its best interest. Price will only be one factor which MODL will consider in selecting a Proponent.

No terms or conditions shall be implied, based on any industry trade practice or custom, any practice or policy of the Proposal or Municipality or otherwise, which is inconsistent or conflicts with provisions contained in this document.

The Municipality reserves the right to accept or reject any Proposal which is incomplete in a non-substantial way. The Municipality also reserves the right to waive formality, informality or technicality with the acceptance of a Proposal for this contract. Any Proposal not
supported by the information requested in this Request for Proposals may be rejected. MODL also reserves the right to negotiate with any Proponent who has submitted a Proposal.

Should the Municipality not receive a satisfactory Proposal, the Municipality reserves the right to re-issue the Proposal or negotiate a subsequent contract with any Proponent.

Once the contract has been awarded and Proponents have been made aware of the successful Proponent, unsuccessful Proponents shall have ten working days to request a debrief on their proposal submission. No further debriefs shall be accommodated, if requested, after ten working days.

**Liability of Errors**
While MODL has made considerable effort to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by MODL, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to matters addressed in this RFP.

**Information Collected**
The Proponent is advised that all information collected, and material developed regarding all work carried out by MODL shall become the property of MODL.

**Confidentiality**
All documents, information, and material developed by the Proponent shall be treated as confidential unless determined otherwise, in writing, by MODL. Proponents are advised that any information provided by MODL is to be treated as confidential and shall not be provided to a third party without prior written approval of the Chief Administrative Officer of the Municipality.

**Ownership of Proposals and Freedom of Information**
All documents, including Proposals, submitted to MODL become the property of MODL and are subject to disclosure under the Freedom of Information and Protection of Privacy (FOIPOP) provisions of the Municipal Government Act (MGA). By submitting a Proposal, the proponent thereby agrees to public disclosure of its contents subject to FOIPOP criteria. Any information the Proponent considers “personal information” because of its proprietary nature should be marked as “Confidential” and may be subject to appropriate consideration as defined within the Freedom of Information and Protection of Privacy provisions of the Municipal Government Act (MGA).
**Proponent’s Expenses**
MODL is not liable for costs incurred by the Proponent in responding to this RFP. Proponents are solely responsible for their own expenses in preparation, delivery, or presentation of Proposals and for any subsequent negotiations with MODL.

**Changes and Amendments**

The contact person listed in the RFP will be notified of all changes and amendments to the RFP. Any inquiries regarding (but not limited to) omissions, errors or ambiguities must be received by MODL by July 2 at 2:00 pm local time. An addendum will be published after that date.

**Performance**

MODL reserves the right to remove Proponents due to quality of work and/or service. Proponents will be notified of any problems in writing from MODL and be given the opportunity to respond. MODL can then determine if the Proponent should be removed from the qualified contractors list for those services. MODL shall be the sole judge in this matter.

MODL may terminate the Purchase Order in writing, and without further liability, in the event MODL, in its sole discretion, determines that the Proponent has neglected, failed, or refused to proceed safely and promptly with the work to be provided by the Proponent pursuant to the Purchase Order or contravened any of the Proponent’s obligations.

**Indemnification**

The Proponent shall indemnify, hold harmless and defend MODL, their agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death; damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service; financial or economic loss; and loss related to the Proponent’s status with Worker’s Compensation or other insurers, arising out of, or resulting from the performance of this work, provided that any such claim is caused in whole or in part by the negligent act or omission of the Proponent, any subcontractor, supplier, licensee, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them is liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**Insurance**

The Proponent shall, at all times during the Term of this Agreement and at its sole cost and expense procure, maintain, pay for and keep in full force and effect the following insurance at minimum:
a) Commercial General Liability coverage with MODL as Additional Insured, including Cross Liability and Severability of Interest Clause, Non-Owned Auto Liability coverage, and 30 days advance written notice of policy cancellation or change; and,

b) Automobile Liability with 15 days advance written notice of policy cancellation or change.

All insurance required to be maintained by Proponent shall be provided by insurers maintaining a Minimum AM Best “A-“ financial rating, shall be primary with respect to, and not contributing to or in excess of, any other similar or complementary insurance maintained by the Municipality, and shall be placed with such insurers and in such form and with such deductibles as are acceptable to the Municipality, acting reasonably. Any deductible or self-insured retention in such insurance shall be at the sole cost of Proponent.

Before the Commencement Date of the Work, the Proponent shall provide to the Municipality current certificates of insurance or, at the request of the Municipality, a certified copy of the policies, as well as renewal certificates or policies thereafter for the duration of the Agreement, evidencing the required insurance and recording that the Municipality shall receive 15, 30 or 90 days written notice as outline above prior to cancellation, and prior to a material change of coverage detrimental to the Municipality.

**Commercial General Liability**

Commercial General Liability insurance on an occurrence basis with a minimum limit of $2,500,000 for bodily injury including death, personal injury and property damage including loss of use, and also covering for (a) blanket contractual liability; (b) owners’ and contractors’ protective liability; (c) broad form property damage; (d) tenant's legal liability; (e) non-owned automobile liability; (f) contingent employer's liability and (g) products and completed operations liability. Excess or umbrella insurance may be used to achieve the required insured limits.

The Contractors Commercial General Liability policy SHALL NOT contain an absolute pollution exclusion.

**Automobile Insurance**

The Proponent shall take out and keep in force Automobile Insurance (Nova Scotia SPF #1) covering all owned, leased and operated vehicles with a limit of liability not less than $2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

**Professional Services**

The Proponent shall take out and keep in force Professional Liability (Errors and Omissions) insurance in the amount of $2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/
deductible shall not exceed $2,500 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit.

The Professional Liability policy SHALL NOT contain an absolute pollution exclusion.

The policy shall be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia and acceptable to the Municipality. The policy shall be renewed for 6 years after contract termination. If the policy is to be cancelled or non-renewed for any reason, 90 days notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that a six (6) year Extended Reporting Endorsement be purchased by the Proponent at the Proponent’s sole expense should the Professional Liability/Error & Omissions policy be cancelled or non-renewed for any reason. A certificate of insurance evidencing renewal is to be provided before or on the anniversary date of each renewal.

Environmental Liability Insurance
At the discretion of the (Municipality) the Owner may be required to purchase an Environmental Policy to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury. The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the Municipality. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Municipality. The Municipality has the right to request that an Extended Reporting Endorsement be purchased by the Proponent at the Proponent’s sole expense.

Worker’s Compensation
The Proponent shall provide evidence of coverage by way of a current Clearance Letter and/or Letter of Good Standing from the Workers Compensation Board of Nova Scotia.

The Proponent shall also be responsible for obtaining and providing evidence that any Subcontractor connected with the performance of this contract are also covered.

Updated letters are required to be provided to the Municipality throughout the performance of this contract.

Safety
The Proponent shall be responsible for workplace health and safety for the scope of the Work, as per the Nova Scotia Occupational Health and Safety Act and Regulations and
Workplace Health and Safety Regulations, and the Owner’s Safety Program. A copy of the Owner’s Safety Program Manual is available upon request.

The Proponent shall be responsible to monitor and record the safety of the worksite in regard to workers and the public, per the Nova Scotia Occupational Health and Safety Act and its Regulations, and the Municipality’s Site Safety Policy and Manual of Procedures. Any safety violations by the Contractor or sub-contractor(s) shall be reported immediately to the Owner.

**Industry Standards**

The Municipality may waive minor differences in the Proposals, provided the differences do not violate the Proposal intent. No terms or conditions shall be implied, based on any industry trade practice or custom, any practice or policy of the Proposal or Municipality or otherwise, which is inconsistent or conflicts with provisions contained in this document. The Municipality reserves the right to reject any and all tenders, not necessarily accept the lowest tender, or to accept any tender which it may consider in its best interest. The Municipality also reserves the right to waive formality, informality, or technicality in any Proposal.

**Substitutions**

No substitutions for the team members in relation to the work tasks outlined in the proposal shall be permitted without written permission from MODL.

**Consultant Appraisal Form**

The Municipality shall evaluate the performance of the Proponent according to the criteria as per the attached document.

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