

**MUNICIPALITY OF THE DISTRICT OF LUNENBURG**

**RFP No. 2022-05-400**

**DESIGN AND BUILD SERVICES  
INDIAN FALLS PARK:  
RIVERSIDE TRAIL**

**July 8, 2022**

1. PURPOSE .....	3
2. BACKGROUND .....	3
3. SCOPE OF WORK AND LEVEL OF EFFORT .....	4
4. GENERAL CONSIDERATIONS, TECHNICAL SPECIFICATIONS, AND REFERENCE STANDARDS....	5
5. WARRANTY.....	9
6. STEERING COMMITTEE.....	9
7. DELIVERABLES .....	9
8. DOCUMENTS ACCOMPANYING THIS RFP .....	9
9. SITE VISIT .....	10
10. INSTRUCTIONS TO PROPONENTS .....	10
11. REQUEST FOR PROPOSALS REQUIREMENTS .....	11
12. EVALUATION.....	12
13. GENERAL TERMS AND CONDITIONS.....	15

## 1. PURPOSE

This Request for Proposals (hereafter referred to as the “RFP”) outlines the requirements of the Municipality of the District of Lunenburg (hereafter referred to as the “Municipality” or “MODL”) with regard to design and build services by qualified professional firms and individuals (hereafter referred to as the “Proponent”) for a non-motorised gravel trail and riverside picnic area. This trail must be built to the best practice sustainable trail standards of the International Mountain Bike Association (“IMBA”) and the United States Forest Service (“USFS”), and must also meet USFS Forest Service Trail Accessibility Guidelines (“FSTAG”). The project site is located on the Indian Falls Park (“Falls”) park property, at 1591 Newburne Road, Barss Corner, NS (see attached locator map).

## 2. BACKGROUND

Indian Falls Park currently has facilities including a grassed lookout / picnic area, two small gravel parking lots, and a gravel loop trail, that leads from the parking and lookout areas to a set of wooden steps leading down to the riverside (see attached map of existing park facilities). There is an existing informal trail that continues from the gravel loop trail, near the top of the wooden steps, and proceeds further downriver, while becoming increasingly rough. This trail has a narrow (< 1m wide) tread on native mineral soil with many exposed roots and a section of extremely steep bank, and has been deemed unsuitable for public use in a municipal park environment.

The goal of this project is to provide final design / layout and build a new, non-motorised, sustainable, multi-use gravel trail that connects the existing gravel trail to the proposed riverside picnic area located downstream, including gravel pads for benches and the riverside picnic area. The work entailed in this RFP includes (see also attached map of proposed work):

1. Construct new trail segments, beginning from the designated connection point on the existing gravel trail, to a new riverside picnic area, including a looped portion through designated new lookoff bench locations (approx. 460 lineal metres total).
  - A portion of this trail will be constructed along a rocky sidehill immediately above the ordinary high water mark of the river, and should be built according to MODL's Rock Section construction detail attached to this RFP.
  - Some of the new trail will require additional clear stone / surge rock sub-base where it may traverse forested wet area(s). MODL has allowed for this additional material in the pricing form attached to this RFP.
2. Construct three (3) new gravel bench pads in designated locations adjacent to the new trail (approx. 16 square metres each).
3. Construct gravel pad for riverside picnic area in the designated location at the downstream end of the new trail, including pad gravels plus clear stone / surge rock sub-base (approx. 80 square metres).

4. Construct a new accessible boulder chicane and barricade between the existing secondary parking area and the adjacent trailhead, according to MODL's Accessible Rock Chicane detail attached to this RFP (assume 8 boulders @ 1 metre min. diameter each).

### **3. SCOPE OF WORK AND LEVEL OF EFFORT**

In this work, the MODL is seeking a qualified design-build contractor to finalize design / layout, and construct a gravel trail, bench pads, and a picnic area pad in Indian Falls Park, meeting the USFS trail accessibility criteria.

MODL has provided a preliminary concept for this work, as shown on the attached map of the proposed work program. It is expected that the final route will generally follow this route concept, especially in consideration of overall length, average grade, and governing control points / target locations. The successful Proponent will be responsible for final route design / layout. The successful Proponent may propose an alternate route concept for MODL's consideration, provided that the total design-build cost for such an alternate route shall be no more than the Proponent's bid pricing in their response to this RFP.

- In lieu of extensive mapping and/or other documentation for the design portion of this work, the successful Proponent will instead develop a final trail design through a layout flagged on the ground, including locations of any trail structures, to be approved by MODL Project Manager before construction may commence.
- Construction work shall include clearing and grubbing of the trail corridor (including stumps, rocks, and unsuitable organic surficial material), shaping and compaction of the trail tread, supply and install of trail gravels and structures, and supply and install of any supplementary stone or aggregate materials required for trail surface armouring and / or drainage locations.
- Cleared and grubbed materials must be dispersed on site, scattering them over the site adjacent to the trail corridor, encouraging decomposition and reclamation by natural processes, and avoiding unsightly artificial stockpiles of such materials.

Time is of the essence, and project construction work must be substantially completed by September 30, 2022.

This Scope of Work is provided as part of this package for information only. Verification of dimensions and site conditions is the responsibility of the Proponent. The Proponent shall examine the site conditions carefully, prior to developing a bid proposal and subsequent contract documents, in order to ensure that details are appropriate to existing conditions. In particular:

- Attached plans and maps have not been surveyed. Any survey and construction layout activities required for the work are the responsibility of the Proponent.
- Native soils, bedrock, and other geotechnical considerations have not been assessed by a geotechnical engineer or a testing laboratory. Assessment and/or certification of bedrock and native soil material properties, including suitability for fills, foundations, or other project uses are the responsibility of the Proponent.

In the event that unfolding COVID-19 regulations and guidelines (as may be issued by federal, provincial, or municipal authorities) cause restriction, delay, or cessation of workplace activities for this project, the MODL, in negotiation with the successful Proponent, may adjust the substantial completion date, without financial penalty to either party.

#### **4. GENERAL CONSIDERATIONS, TECHNICAL SPECIFICATIONS, AND REFERENCE STANDARDS**

The following general design-build considerations apply to this trail work program:

- Trail development must adhere to current best practices for sustainable trail design and construction, and must meet USFS forest trail accessibility standards.
- Trail must accommodate shared use for year-round activities including walking, running, mountain biking, and snowshoeing.
- Trail to incorporate appropriate trailway, positive drainage, and other trail structures as needed.
- Trail should generally work with local topography and terrain features, minimising exposure to flat and/or wet locations, preferably to reduce or eliminate any requirements for armouring, raised tread construction, culverts, retaining walls, bridges, or other associated built-up trail structures, where practicable. Any required structures should be sited and designed to minimize overall segment construction costs, and must be included in proposed pricing.
- Trail should generally be a rolling contour alignment with flat or climbing turns, crowned / outsloped tread, and appropriately spaced grade reversals / drain dips for drainage.

- Tree clearing should generally be minimized by sensible, low-impact, trail corridor layout and sensitivity to the ecological value of the project site. Corridor layout, including tree clearing, must be flagged and approved by the Project Manger before the trail may be constructed. All pruning of vegetation shall be done to arboriculture best practices.
- Cleared vegetation and surficial organic material within trail right of way to be removed and placed randomly outside the trail corridor along its length.
- Trail signage, risk identification, or any visitor facilities other than the finished trailway are not part of the scope of work for this project.

The following specifications and reference standards are a requirement of the RFP:

- Trail must be designed and constructed to current best practice for sustainable trails, as typified by:
  - “Trail Construction and Maintenance Notebook”, United States Forest Service, current version;  
([https://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/07232806/toc.cfm](https://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806/toc.cfm)).
  - “Trail Solutions: IMBA’s Guide to Building Sweet Singletrack”, International Mountain Bicycling Association. Boulder CO USA, 2004.
- Trail must be designed and constructed to meet the following accessibility standard:
  - “Forest Service Trail Accessibility Guidelines”, United States Forest Service, 2013;  
(<https://www.fs.usda.gov/sites/default/files/FSTAG-2013-Update.pdf>).
- Trail corridor to have min. 2.0m tread width, 4.0m vegetation clearing width, and 3.0m vegetation clearing height.
- Trail tread and gravel pads to consist of:
  - 150mm thick course of Nova Scotia Standard Specification for Municipal Services ("NS Std Spec") Type 2 gravel sub base,
  - 100mm thick course of NS Std Spec Type 1 gravel base,
  - 50mm thick course of NS Std Spec Crusher Dust surface,
  - Place aggregate materials in maximum 150mm thick lifts,
  - Compact aggregate materials to 95% Standard Proctor Density,
  - Crown or outslope finished surface at 2% lateral grade.

- Trail tread gravels may be modified at grade reversal / drain dip / water crossing locations to increase erosion resistance, in consultation with the MODL Project Manager. The Proponent may assume that any modified trail tread shall be comprised of no less than 300mm thickness of imported aggregate / stone material(s), complete with native or imported stone riprap apron no less than 1m long at the drainage outlet.
- Additional NS Std Spec Type C3 Clear Stone (AKA "Surge Rock") sub-base material will be required for some wetter / low lying sections of the new trail and for the riverside picnic area, before placing other aggregate materials on top. This material must be approved by the Project Manager prior to use and placed to 300mm thickness where required.
- Trail on sideslopes greater than 3% must be full bench cut, machine built, to native mineral soil.
- No trail or gravel pads shall be placed within 4 metres' horizontal distance from the top of bank above the river without the approval of MODL. Any facilities approved for installation within less than this top of bank clearance distance must include stone edge retainers meeting the standards of the United States Forest Service "Trail Construction and Maintenance Notebook" and "Forest Service Trail Accessibility Guidelines" referenced above.
- No work or disturbance may take place at or below the ordinary high water mark of the river running through the park site. The Proponent is responsible for any survey and layout activities required to determine the location of the ordinary high water mark in the area of project work activities.

•

The following additional general considerations are a requirement of this RFP:

- Regulatory requirements and approvals:
  - The Proponent is responsible for ensuring that all regulations from applicable provincial and federal authorities are followed for this work, including obtaining any relevant environmental permits and approvals prior to commencing the work and implementing any relevant environmental controls through the duration of the work.
- Site security and safety:
  - The site is currently open to the public as a day use park.
  - Following award of this work, the successful Proponent must develop and implement a construction site safety plan, including construction site access and public safety considerations, to be approved by the Project Manager / MODL before construction activities may commence.

- Proponent, in consultation with Project Manager, may be permitted to implement temporary restrictions / closures affecting portions of the Park area, maintaining as much safe public access as reasonably practicable to (existing) Park features and facilities, when the park is open to the public.
- The Proponent is to install and maintain appropriate site warning and closure signage, and pedestrian and vehicular traffic controls, during the course of construction, when the park is open to the public.
- **The Proponent is to ensure that no excavated holes are left open at the end of each day.**
- Site reinstatement and cleanup:
  - The Proponent shall keep the construction area as clean and tidy as possible during construction.
  - The Proponent shall take all necessary action to prevent inconveniences to nearby residents, and park patrons, and to control dust from construction.
  - All existing park facilities, roadways, driveways, trail and protective surfaces, vegetated areas, and all other areas which are disturbed as a result of the undertaking of this Contract, must be reinstated to their original condition or better, to the satisfaction of the Project Manager.
  - On completion of the work, the Proponent shall remove all temporary signs, barriers, etc., and leave the site in a neat and tidy condition, free from debris, refuse and mud, to the satisfaction of the Project Manager.
  - All disturbed areas to be blended smoothly and naturally with adjacent grades.
  - The cost for the reinstatement of all disturbed areas as described herein is to be included within the Proponent Bid Price unless otherwise stated.
- General Conditions: The following General Conditions must be included within the Proponent's Scope of Work and included in their bid price:
  - Surface water drainage.
  - Safety and first aid supplies.
  - Site storage and handling of materials.
  - Project signage.
  - Mobilization and demobilization.
  - Daily clean up, trash removal, disposal fees.
  - Planning, scheduling and administration of all submittals (CCOs, CO's, RFI's, Shop Drawings, and general project correspondence.
  - Travel to and from the project site.



## **5. WARRANTY**

The warranty period of **24 months** will commence on the date the project receives a Construction Completion Letter identifying that each of the sites are substantially complete and ready for use. The Owner will establish this completion date.

Warranty shall include, though is not limited to, tread stability, especially considering sustainability against drainage and erosion issues due to runoff management.

## **6. STEERING COMMITTEE**

This project will be managed by a Steering Committee consisting of MODL Recreation Services staff and the Project Manager or designate.

## **7. DELIVERABLES**

Reporting to the Project Manager (or MODL Trails and Open Space Coordinator / other MODL designate), the successful Proponent's project work will entail:

- Conduct a start-up site inspection with the Project Manager or designate, to review concept mapping and potential areas for this project's trail development on the subject property and identify any specific concerns or requirements.
- Design layout of the trail segment(s) other facilities, flagging the proposed trail corridor on the ground. Determine and flag any locations for trail structures, armouring, etc.
- Conduct a flagged trail corridor walkthrough with the Project Manager or designate for approval before commencing clearing and construction activities.
- Construct the trails and trailheads. Periodically review progress and quality with the MODL Project Manager on site, on a mutually agreed-upon schedule.
- Conduct an as-built walkthrough with the Project Manager or designate for substantial completion certification.

## **8. DOCUMENTS ACCOMPANYING THIS RFP**

- Pricing Breakdown Form (.pdf),
- Locator Map (11x17 size .pdf, view in colour),
- Proposed Trail and Work Program Map (11x17 size .pdf, view in colour),
- Rock Trail Section Details (11x17 size .pdf),
- Rock Chicane Details (11x17 size .pdf).

## **9. SITE VISIT**

Proponents can arrange to view the project site with the Municipality's Project Manager before submitting a proposal. Contact information for Project Manager:

Thomas Chalmers P.Eng.	Snow Owl Consulting Inc.
(Telephone) (902) 298-0521	(Email) tc@snowowl.ca

All site visits must be completed no later than June 29, 2022.

A pre-submission site visit is non-mandatory; Proponents shall be deemed to have familiarized themselves with the existing site, working conditions, and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

## **10. INSTRUCTIONS TO PROPONENTS**

### **.1 Submission of RFP**

Request for Proposals shall be received on or before 2:00 pm on July 8, 2022 local time, at the Municipal Office, 10 Allée Champlain Drive, Cookville, Nova Scotia. Late submissions will not be accepted and will be returned unopened.

E-mailed submissions with the Proposal in electronic .pdf file format will be accepted. MODL will provide confirmation of receipt of Proposal by email.

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.

The Request for Proposal shall be addressed to the following contact person:

Laura Barkhouse, Trails and Open Space Coordinator  
Municipality of the District of Lunenburg  
10 Allée Champlain Drive  
Cookville, Nova Scotia  
B4V 9E4  
(Email) Laura.Barkhouse@modl.ca

Proponents submitting physical copies of Proposals shall include the Proposal in original form and shall be labeled:

REQUEST FOR PROPOSALS – Design and Build Services, Indian Falls Park:  
Riverside Trail – RFP No. 2022-05-400

## **.2 Enquiries**

All enquiries related to this RFP shall be directed to the following person or their designate. Information obtained from any other source is not official:

Thomas Chalmers, P.Eng.  
Snow Owl Consulting Inc.  
Indian Falls Project Manager  
(Telephone) (902) 298-0521  
(Email) tc@snowowl.ca

All enquiries must be received no later than June 29, 2022.

## **11. REQUEST FOR PROPOSALS REQUIREMENTS**

### **.1 Methodology and Work Plan**

Submit a work plan outlining steps to complete the scope of work and deliverables entailed in this RFP.

### **.2 Project Schedule**

A project schedule outlining the time frames of associated work and tasks to be undertaken by the Proponent.

### **.3 Contact Name**

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

### **.4 History / Company Bio of Proponent**

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

### **.5 Previous Work/Experience**

A listing of previous work experience on a minimum of three projects of a similar nature and magnitude conducted within the last five years. Include references and contact information for each project.

### **.6 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.

### **.7 Pricing Breakdown and Bid Form**

Project pricing and other details must be presented as the breakdown shown on the attached Pricing Breakdown and Bid Details Form:

1. Pricing to construct the components of the work associated with the proposed trail and other facilities.
2. Description of equipment and labour to be used on the project, and unit rates for these (hourly / daily rate). This may be used by MODL to evaluate and allocate bids and / or any potential project changes / extra work during the course of the project.

### **.8 Proponent Expectations**

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

### **.9 Certificates**

- A Clearance Letter/Letter of Good Standing from the Workers' Compensation Board of Nova Scotia.
- A Certificate of Recognition as issued by Nova Scotia Construction Safety Association (NSCSA) or an occupation health and safety organization with a safety audit procedure recognized and approved by Nova Scotia Department of Labour and Workplace Development (NSLWD).
- Copies of a general liability insurance policy with limits of not less than two million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a property damage deductible of not more than twenty-five hundred dollars (\$2500.00).
- Automobile Liability Policy (MODL non-owned) covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$5,000,000. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.

## **12. EVALUATION**

### **.1 Review Committee**

In accordance with the Municipality's Purchasing Policy, the Request for Proposal will be evaluated by a Review Committee. The Review Committee will make a recommendation to Municipal Council on the award of the Proposal and subsequent contract. Evaluation of Proposals shall be completed using the best value determination in accordance with the following criteria:

## **.2 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:

- Proposals shall be submitted by the deadline.
- Proposals shall be submitted as per Section 10 of this RFP.
- Proposals shall be in accordance with all terms and conditions as per Section 11.

## **.3 Evaluation Process**

Each Proposal will be evaluated using the following process:

- Stage 1: verify each bid's compliance to the Mandatory Criteria identified in Section 10 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 Evaluation below:

## **.4 Evaluation Criteria**

All proposal submissions that comply with all requirements outlined in this document will be evaluated and ranked against the following criteria and associated weights.

### **40% Design / Build Team Information:**

- Team composition and representation by all necessary disciplines, including design, and construction;
- Relevant experience in completing assignments of similar scope and complexity, and;
- Experience of the proponent and key team members with similar projects and the range of specified services;
- Completeness of consulting team and demonstrated experience / expertise of all individual members;
- Proposed organizational structure and coordination of the individual team members including reporting relationships, identification of lead members, and communications;
- Availability of back-up personnel and/or provision to access specialized skills;
- Results of reference checks for previous projects.

### **30% Project Approach, Methodology & Management:**

- Approach to the scope of the creative, technical and services required;
- Understanding of project requirements;
- Management of project and suitability of the proposed work plan, including work program components, Gantt chart of time schedule and matrix of personnel showing anticipated hours of involvement;
- Compliance with the Scope of Work;
- Provisions for involvement, input and evaluation of the Steering Committee;
- Ability to meet the project timelines.

### **30% Proposed costs, value for money and acceptance of terms and conditions:**

- Fees for services required and any contingencies if applicable;
- Value for money represented by the proposed level of effort, the balance between “soft” (design, management, etc.) and “hard” (trailway, structures, etc.) costs and other considerations in regards to cost effective design and contracting solutions.

#### **.5 Risk Evaluation**

The Municipality reserves the right to deduct points from the Proposal Evaluation Criteria (Appendix A), 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.

#### **.6 Cost 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:

Lowest Price / Cost Proposal x Maximum Price Score = Price Score

**Example:** Two technically compliant bids are received and the maximum available points equal 25.

Bid 1: \$100,000

Bid 2: \$130,000

Bid 1 being the lowest, would achieve a score of 25 points.

Bid 2 would achieve a score of 19.2 points, calculated as follows:

$\$100,000 / \$130,000 \times 25 = 19.2$

Note: If the result is a negative number, the score assigned will be 0.

#### **.7 Other Criteria**

As per Section 13.1 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.

**.8 Contract**

Notice in writing to the Proponent of the acceptance of its proposal by the Municipality and the subsequent full execution of a written contract and 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.

**13. GENERAL TERMS AND CONDITIONS**

**.1 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. Other factors may include best value for MODL; the amount of local products/services provided by the Proponent; the safety record of the Proponent; the qualifications of the Proponent; and previous performance history in relation to MODL.

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 also reserves the right to waive formality, informality or technicality with the acceptance of a Proposal for this contract. MODL reserves the right to develop all, some, or none of the project that is the subject of this proposal. 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.

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 also reserves the right to waive formality, informality, or technicality in any Proposal.

**.2 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.

### **.3 Information Collected**

The Proponent is advised that all information collected and material developed in regard to all work carried out by MODL shall become the property of MODL.

### **.4 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.

### **.5 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 Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP). 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 will be subject to appropriate consideration as defined within the Nova Scotia Freedom of Information and Protection of Privacy Act.

### **.6 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.

### **.7 Changes and Amendments**

All Proponents will be notified in writing regarding any changes made to the RFP or any appendices, or any change in the closing date or time. When changes occur within five business days of the close of the RFP, the closing date may be extended to allow for a suitable number of preparation days between the revised closing date and the issuance of the change.

### **.8 Payment**

Payments for project work shall be based on monthly progress invoices, submitted as application for payment by the successful Proponent for approval by the RRC Project Manager or designate. Progress payments shall be subject to a 10% holdback as prescribed by the Builder's Lien Act of Nova Scotia.

The project payment schedule will be developed from the progress schedule and cost breakdown submitted by the successful Proponent as part of their response to this RFP, and agreed upon by all parties prior to the execution of a written contract for this work.



**.9 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.

**.10 Indemnification**

The Proponent shall defend, indemnify and save harmless MODL its elected officials, officers, employees, agents, and consulting Project Manager from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

The Proponent agrees to defend, indemnify and save harmless MODL from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Proponent's status with the Workers' Compensation Board of Nova Scotia. This indemnity shall be in addition to and not in lieu of any proof of Workers' Compensation Board of Nova Scotia status and compliance to be provided by the Proponent in accordance with this Contract, and shall survive this Contract.

**.11 Insurance**

The Proponent's insurance policy SIR/deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia and acceptable to the MODL. The policy shall be renewed for 2 years after contract termination. A certificate of insurance evidencing renewal is to be maintained each and every year by the Proponent and provided to the MODL upon request. If the policy is to be altered, reduced in coverage, cancelled or non-renewed for any reason, 30 day notice of said cancellation or non-renewal must be provided to MODL. MODL has the

right to request that an Extended Reporting Endorsement be purchased by the Proponent at the Proponent's sole expense. MODL shall be named as additional insured. The policy shall contain a provision for cross liability in respect of the named insured.

The Proponent shall take out and keep in force Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Nova Scotia, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

The Proponent shall take out and keep in force non-owned automobile coverage with a limit of at least two million dollars (\$2,000,000) with a deductible not exceeding \$2,500 including contractual non-owned coverage.

The Proponent and those who may provide services in the performance of this contract shall procure and maintain Contractors Equipment insurance for all tools, equipment and other property owned, leased or rented for this contract.

The Proponent shall procure and maintain for the duration of this contract Builders Risk or Equivalent covering all materials, supplies and structure(s) through to the completion of the project as determined by the Owner.

#### **.12 Worker's Compensation**

If requested, the Proponent and all subcontractors, if any, shall hold a Clearance Letter/Letter of Good Standing from the Worker's Compensation Board of Nova Scotia, valid for the duration of the period they perform work for this project. It shall be the responsibility of the Proponent to ensure coverage is in place for their employees and/or their subcontractors.

#### **.13 Safety and Security**

The Proponent will be responsible for workplace safety for the Scope of Work, per the Nova Scotia Occupational Health and Safety Act and its Regulations, and the Municipality's Site Safety Policy and Manual of Procedures.

All sub-contractors, if any, shall hold a valid Certificate of Recognition as issued by one of the following: Nova Scotia Construction Safety Association, Nova Scotia Trucking Safety Association, or an occupational health and safety organization with a safety audit procedure recognized and approved by the Worker's Compensation Board of Nova Scotia. The sub-contractor(s) shall maintain the Certificate of Recognition during the course of the project.

The Proponent shall take all necessary precautions to ensure the safety of the public and shall provide and maintain any required signage, barrier guards, etc. The Proponent shall ensure the public does not come into contact with the project.

The Proponent shall be responsible for ensuring all traffic controls are in compliance with the most recent version of the Temporary Workplace Traffic Control Manual.

**.14 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.

**.15 COVID-19 Guidelines and Regulations**

The Proponent shall keep current in following all COVID-19 regulations and guidelines issued by federal, provincial, and municipal authorities affecting any aspects of the project work.

-- END --