

**REQUEST FOR PROPOSALS
RFP-MCC-2320**

**Engineering and Design Services for 2.2 section of Cape d'Or Road
Cumberland County, Nova Scotia**



**MUNICIPALITY OF THE COUNTY OF CUMBERLAND
UPPER NAPPAN SERVICE CENTRE
1395 BLAIR LAKE ROAD, RR # 6
AMHERST N.S B4H 3Y4**

CLOSING: Friday, November 24, 2023 at 2PM

1. **Introduction:** The 2.2 km of roadway from Horseshoe Cove to the Cape d’Or Parking Lot is narrow, rutted, lacks drainage and can be impassable at times. The Municipality of Cumberland County (MCC) is seating a certified engineer/company to complete all Engineering and Design Services required along with tender documents to provide upgrades/improvement on 2.2km Cape d’Or Road from Horseshoe Cove to The Cape D’Or Parking Lot.
2. **Goals and Objectives:** Cape d’Or is a significant tourism destination in Cumberland County which has been attracting visitors from throughout the world over the last 20 years. The Province of Nova Scotia owns the balance of the road and has in recent years, made significant improvements to their section of road. It is the intention of the Municipality of Cumberland to provide the required improvements to this road that would provide users with a consistent experience from the start of the road to the parking lot.
3. **Proposal Submissions and Closing**

The Municipality will be receiving sealed proposals at the Upper Nappan Service Center, located at 1395 Blair Lake Road, Upper Nappan, no later than local time for:

PROPOSAL: Engineering and Design Services for an approximately 2.2km section of Cape d’Or Road

ATTENTION: SHELBY HUM

Proponents must submit all documents requested for this project by November 24, 2023 at 2PM in a sealed envelope clearly marked with the information above or by email to the contact below.

All proposals must include one original, two copies and one digital in a sealed envelope on which the outside will be clearly marked **Engineering and Design Services for 2.2 section of Cape d’Or Road, with the name and address of the proponent submitting the proposal.**

Proposals will be accepted by email addressed to:

Shelby Hum, Accounts Payable and Procurement
shelbyhum@cumberlandcounty.ns.ca

Any proposals submitted by fax or telephone will **not be accepted** under any circumstances.

The Municipality reserves the right to waive technicalities, reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the Municipality.

The Municipality reserves the right to request clarification of information submitted and to request additional information, if required. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the bidder and shall not be passed on to the Municipality under any circumstances.

The Municipality reserves the right to cancel the contract immediately upon written notice, if, in the opinion of the Chief Administrative Officer, the successful Proponent is not fulfilling the terms, conditions and specifications of the contract. All fees will be paid up to the date the work terminates, based on the work plan submitted and actual work completed.

It is the responsibility of each bidder to ensure their proposal arrives on time. Any late proposals will not be accepted. Proposals may be withdrawn at any time prior to opening. Proposals received after the Closing Time or in locations other than the address indicated will not be accepted and will be returned unopened.

All proposals must be firm for 90 calendar days. Price to include all delivery charges to all the locations above in Cumberland County, Nova Scotia.

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 RFP. Email is the preferred method of contact.

Proposal approval will be contingent on the proposal and the related budget for this activity. The successful proponent and the Municipality can then proceed to settle, draft, and sign the necessary legal agreement to proceed.

This RFP is subject to the Agreement on Internal Trade and the Atlantic Procurement Agreement.

4. Proposal Opening

There will not be a public opening of this proposal.

5. Time

Time is of the essence in all matters arising under this request.

6. Revision of proposal

Revisions shall be submitted only by signed letter delivered. Only the bidder'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 bid price.

7. Local Preference

Section 23 of the Municipality's Procurement Policy related to Local Preference in purchasing does not apply to the RFP. Municipal staff or Council will follow the requirements of the Atlantic Procurement Agreement in addressing Local Preference.

8. Completion/Delivery/Cancellation

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

9. Errors

Proposal as received shall be considered final and no proposal shall be altered, amended or withdrawn after the specified closing date.

10. Form

Proposals will not be accepted unless properly signed and submitted on this form. Qualifying clauses or exceptions may result in rejection of the Proposal.

11. Liability

The Bidder acknowledges that he is an independent contractor and shall indemnify, protect, and save harmless the Purchaser, 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.

Any claims against a contractor working on behalf of the Municipality must be documented and the claims process started within 3 days of receipt of original complaint. The County will not pay complete any contractor with an outstanding insurance claim brought forward during the contracted work.

12. Contact

All questions relating to this RFP document package are to be directed to:

Name: Shelby Hum

Title: Accounts Payable and Procurement

Email: shelbyhum@cumberlandcounty.ns.ca

Should any question raised by a bidder necessitate an addendum to this proposal, notice of addendum will be posted on the Provincial (www.gov.ns.ca/tenders) and Municipal(www.cumberlandcounty.ns.ca) websites.

13. Documentation Requirements

Workers Compensation

A certificate of good standing with the Workers' Compensation Board of Nova Scotia **must** be provided by the successful bidder prior to execution of the Articles of Agreement.

Insurance Requirements

Prior to the execution of the Articles of Agreement:

Successful proponent shall provide a valid insurance certificate, **with the Municipality named under additional insured, and:**

General Liability Insurance not less than \$5,000,000, inclusive per occurrence for bodily injury, death and damage to property. This insurance shall be maintained continuously from commencement of the Work until completion of the Work. Automobile Liability Insurance in respect to licensed vehicles of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property.

14. Proposal Requirements

Proposals are to include the following:

- a. The proposal is to include an overview outlining engineers/company experience.
- b. Preliminary work plan including project schedule.
- c. A timeframe for completion and list of deliverables.
- d. Name and experience of project lead.
- e. A list of the fees and expenses required to complete the work.
- f. Provide references for past work.
- g. **Signed copy of any attachments.**

15. Scope of Work

Cape d'Or Road extends from Back Street in Advocate to the Cape d'Or Lighthouse Parking Lot. The Province of Nova Scotia owns the sections that extends from Black Street to Horseshoe Cove with the Municipality of Cumberland County owning approximately 2.2kms of roadway from Horseshoe Cove to the Cape d'Or Lighthouse Parking Lot. The Province of Nova Scotia made significant improvements to their section of road several years ago with improvement to width, ditching and improved the overall surface of the road. It is the intention of the Municipality of Cumberland to ensure this section of roadway is designed and constructed to the same standard.

- a. Conduct all field inspection, topographic surveys, and subsurface investigations required for the complete project engineering and design. Results of geotechnical investigation shall be summarized in a report suitable for inclusion with Tender Package.
- b. Complete engineering design services, with client review and approval at preliminary design (30%) and detailed design (90%), for the geometric roadway design, gravel surfacing structure, and storm water and water course management. The Proponent will be responsible for obtaining and permitting required for culverts at watercourses.
- c. Prepare a cost estimate for the proposed design at the preliminary design, detailed design, and final design stages.
- d. Prepare tender and construction drawing based on the final approved engineering design.
- e. Provide support during tender phase including preparing response to contractor questions, and addenda preparation. Proponent shall review submitted bids and provide a recommendation to the Owner.

16. Project Schedule

- a. The construction is planned for the 2024 construction season. It is expected that the start date for this Project to be within 3 weeks of closing. However, this may be subject to change and is therefore presented primarily for guidance: Expected Start Date: 10 calendar days after approval by Municipal Council.

17. Completion Date

- a. It is critical that each project be substantially completed as soon as possible and in accordance with the schedule for work submitted and agreed upon by the Municipality and the successful Proponent. We anticipate that the successful proponent will have all tender documents prepared by February 28, 2024.

18. Evaluation Criteria

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:

<u>Criteria</u>	<u>Weight</u>
Overall Appropriateness of Proposal	25%
Cost of Project **	25%
Experience & References	20%
Understanding of Scope of Various Projects Included.	20%
Timeline for Completion	10%
Meets the Needs of the Municipality	Mandatory

**Proposals will be scored by the following equation for Cost of Project:

Lowest bid will receive highest score of 15%

Next lowest bid will be divided into the lowest bid x 15 = _%

Next lowest bid will be divided into the lowest bid x 15 = _% and so on

19. Methodology

- a. Outline the methodology and approach to this scope and the general steps in the site investigation and design process.
- b. Explain how you would plan to produce each of the key deliverables in the study.

20. Safety

- a. The Proponent will be responsible for all safety measures at the construction site. The proponent will be responsible for ensuring all employees, contractors and sub-contractors follow all safety regulations such as the Nova Scotia Occupational Health and Safety Act and Regulations. The proponent is responsible for dealing with concerns or hazards that may develop during the project and shall set up safety procedures for contractors, employees, and sub-contractors to follow.

21. INDEMNITY

- a. If the contract is awarded, the successful proponent shall indemnify and save harmless the Municipality 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.

- b. 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.

22. TERMINATION

- a. **Termination of Convenience:**

The Municipality may terminate a contract in whole or in part, whenever the Municipality determines that such a termination is in the best interest of the Municipality, without showing cause, upon giving written notice to the proponent. The Municipality 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 bid 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 the date of termination.

- b. **Termination of Default:**

When the proponent has not performed or has unsatisfactorily performed the contract, the Municipality may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Municipality. Failure on the part of the proponent to fulfil 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 Municipality in re-procuring and completing the work

23. WARRANTY/GUARANTEE

- a. All materials, work and subcontractors work are to be free of lien and shall be warrantied and/or guaranteed for a period of twelve months which will commence on the date of substantial completion, as determined by the Municipal Engineer.
- b. The winning proponent, upon written notice during the warranty/guarantee period, will immediately replace, repair or otherwise make good all defective work, materials or equipment at no additional cost to the Municipality.

24. SOCIAL CONSIDERATIONS

- a. The proposal is to include strategies on ways to enrich the local economy including, but not limited to, hiring of local workers, utilizing local suppliers and supporting local businesses.

25. SUB-CONTRACTORS

a. Proponent shall submit a list of sub-consultants they propose to use on this project reserving the right to them to substitute other sub-contractors for any other trades in the event that any sub-contractor withdraws his bid or becomes bankrupt after the date of award. Any such substitution shall be subject to the approval of the Municipality, and contingent upon evidence of withdrawal or bankruptcy satisfactory to the Municipality.

b. List is to include, but not limited to:

<u>SUB-TRADE</u>	<u>SUB-CONTRACTOR / SUPPLIER</u>
------------------	----------------------------------

- | | |
|----|--------------------|
| 1. | _____ |
| 2. | _____ |
| 3. | <u>Other</u> _____ |

26. Proposal Form

	<u>Item</u>	<u>Pricing</u>
		<u>Subtotal</u>
		<u>15% HST</u>
		<u>Total</u>

The Proponent agrees to commence work within 15 days of written notification of award.

We agree that all addendums have been carefully examined.

SIGNATURES

Dated this _____ day of _____, 2023.

Signature of Signing Officer

Witness

Name and Title (Printed)

Witness

Name and Title (Printed)

Company Address

Telephone Number

Email Address