

INFRASTRUCTURE & OPERATIONS REQUEST FOR PROPOSALS

Bulk Water Station Design

Release date: October 31, 2013

Proposals will be received up to
3:00 pm local time on Thursday November 14, 2013.

Contact: Derek Normanton, E.I.T.
Project Engineer
Municipality of East Hants
Telephone: (902) 883-7098 ext 252
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EAST HANTS
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1.0 INSTRUCTIONS TO CONSULTANTS

1.1 Introduction

The Municipality of East Hants (MEH) requires the services of a qualified firm to undertake the design of two (2) bulk water stations, one to be located adjacent to the existing bulk water station in Enfield and the other to be located at Snides Lake in Shubenacadie.

1.2 Proposal Submittal

Proposals will be received up to 3:00 pm local time on November 14, 2013 at the Municipal Office and are to be addressed to the following Contact Person:

Derek Normanton, E.I.T.
Project Engineer
Municipality of East Hants
15 Commerce Court
Elmsdale, NS
B2S 3K5

Consultants shall submit their proposal in original plus three (3) copies. The original shall be marked "Original" and the duplicate copies shall be marked "Copy" and shall include duplicate copies of every appendix to the proposal. The proposal shall be sealed in an envelope without any identifying marks and shall be labeled:

"Proposal for Bulk Water Station Design"

An individual or company who submits a proposal is hereinafter referred to as a "Consultant."

Late proposals will not be accepted and will be returned unopened. Faxed proposals will not be accepted. Incomplete proposals may be rejected.

The Municipality will proceed with private openings. Consultants will be advised of the results after the Contract has been awarded.

1.3 Proposal Acceptance

The Municipality reserves the right to reject any or all proposals. The Municipality reserves the right to accept a proposal that is not the lowest price or to accept any proposal which it may consider to be in its best interests. The Municipality reserves the right to waive formality, informality or technicality with the acceptance of proposals for this work. Any proposal not supported by the information requested in these Terms of Reference may be rejected. The Municipality reserves the right to negotiate with any Consultant who has submitted a proposal or with other parties as deemed in the best interests of the Municipality. The Consultant whose proposal is accepted by the Municipality is hereafter referred to as the "Accepted Consultant."

This Request for Proposals is not to be construed as an offer. The Municipality reserves the right to not proceed with any or all aspects of this work without compensation for expenses to Consultants.

1.4 Proposal Validity

Proposals shall be valid for acceptance for a period of sixty (60) days from the closing date or such additional time as may be mutually agreed upon in writing.

1.5 Fees, Expenses and Disbursements

The Municipality wishes to firmly establish the total cost of the work prior to entering into a Contract. The Municipality requires that Consultants supply a detailed estimate of the total cost including all fees, expenses and disbursements. Mark-ups for recovery of administrative or incidental expenses are to be



clearly identified. Actual costs that exceed the estimated total cost without prior written approval of the Municipality will not be paid.

This work is being conducted with public funds; therefore, Consultants' submissions, fees and expenses may be made public.

1.6 Proposal Requirements

Consultants are required to submit Appendices A and B in addition to a complete proposal as specified herein.

The proposal shall clearly and concisely outline the scope of work being provided and shall include a brief description of the steps and methodology that will be used to perform the work.

Consultants shall indicate whether they are the sole undertakers of the work or whether sub-consultants will be used. Proposed sub-consultants shall be subject to approval by the Municipality.

Consultants shall include a listing of the personnel who are expected to work on this project and outline specifically what their primary responsibility applicable to this project will be. Curriculum Vitae of all team members shall be submitted with the proposal. An organizational chart of the project team shall be included showing lines of responsibility and reporting structure of all staff assigned to the project. These requirements shall apply to sub-consultants and the role of any sub-consultant shall be clearly defined and outlined.

The proposal shall include a Contract Schedule indicating the various stages proposed for the work, together with the time required to complete each stage. The Schedule shall indicate milestone dates and dates that items are to be delivered to the Municipality.

The proposal shall include a schedule of fees and expenses detailing the hourly rates for project team members, an estimate of the amount of time each member will devote to the project and the resulting cost *excluding HST*, all subtotaled by task. A breakdown of estimated disbursements and expenses *excluding HST* shall similarly be included. Mark-ups on hourly rates for recovery of Incidental Expenses or other reasons are to be clearly identified in the proposal.

1.7 Inquiries

All requests for additional information or clarifications regarding this Request for Proposals shall be in writing, by email only, to the attention of:

Derek Normanton, E.I.T.
Project Engineer
Municipality of East Hants
Email: dnormanton@easthants.ca

The Municipality will determine whether the inquiries received merit an addendum.

1.8 Available Information

The following is a list of documents and other materials that the Municipality considers necessary to be reviewed by the Accepted Consultant to undertake this work. These documents are available electronically at <http://static.easthants.ca/BulkWaterStationRFP.zip>. The Municipality does not represent or warrant this information.

- Municipal record drawings prepared by various Consultants.



1.9 Proposal Evaluation

Considering the nature and scope of this work, the Municipality will use a list of criteria in reviewing each proposal. This list is a tool that will assist the Municipality in carrying out evaluation of the submissions. The evaluation will generally be undertaken in accordance with the criteria attached as Appendix C.

2.0 GENERAL CONDITIONS

2.1 Schedule

The Accepted Consultant shall contact the Municipality Contact Person weekly to provide an update on the progress of the work. A copy of the updated Contract Schedule indicating progress to date shall be faxed to the Municipality monthly or more frequently, if requested.

Any circumstances that will result in changes to the agreed Schedule shall be promptly brought to the attention of the Municipal Contact Person.

2.2 Personnel

The Accepted Consultant is advised that the Municipality expects the personnel listed in the proposal to perform the work indicated and written permission must be obtained before changing any member of the work team. In the case of personnel being changed, the Municipality requires that the new personnel being assigned have a similar length and breadth of experience relevant to this project as the personnel being replaced and otherwise be acceptable to the Municipality.

2.3 Sub-consultants

The Accepted Consultant is advised that the listed sub-consultants and their work scope cannot be changed without the written permission of the Municipality. Failure to comply with this provision will be considered a breach of contract and may result in termination of the Contract.

2.4 Confidentiality

Information provided by the Municipality is to be treated as confidential and is not to be disclosed to any third party without the written permission of the Municipality except as necessary to perform the Contract.

2.5 Information Collected

The Accepted Consultant is advised that all information produced in the course of this Contract including but not limited to, calculations, design notes, criteria, graphs, figures, maps and drawings, is to be considered the property of the Municipality and an electronic copy of the final design criteria, notes, calculations, reports and drawings shall be turned over to the Municipality upon completion.

2.6 Consultant's Responsibility

The Accepted Consultant shall indemnify and save harmless the Municipality, its officers and employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Accepted Consultant or their servants in carrying out this Contract.

2.7 Insurance

The Accepted Consultant shall, without limiting its obligations or liabilities, maintain liability and errors and omissions insurance appropriate for the work and shall furnish proof of coverage for a minimum limit of \$2,000,000.



2.8 Regulations

The Accepted Consultant shall comply with all existing Federal, Provincial and Municipal regulations and other authorities having jurisdiction.

2.9 Taxes

The Accepted Consultant shall pay all Federal and Provincial Taxes as required by the appropriate enactments.

The Accepted Consultant shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that the Municipality is legally obligated to pay. This amount will be included in payments to the Accepted Consultant.

In the event of changes in applicable tax legislation to provide additional tax relief during the course of this Contract, it is the intent of the Contract that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Accepted Consultant.

In the event of additional taxes being imposed during the course of the Contract, it is the intent of the Contract that the additional amounts paid by the Accepted Consultant will be reimbursed by the Municipality in accordance with the requirements of the applicable tax act.

2.10 Payments

Payments shall be based on monthly invoices submitted by the Accepted Consultant and supported in such detail as the Municipality may request. Invoices shall indicate individual hours, rate and extended amount; individual mileage, rate and extended amount; and expenses by category. Mark-ups for recovery of administrative or incidental expenses are to be clearly identified on the invoice.

Payment will be made on a net thirty (30) days basis from receipt of invoice provided that the Municipality has approved the work that is being billed. Incomplete or unsatisfactory work will result in reduced compensation for the Accepted Consultant as deemed appropriate by the Municipality. No payment made by the Municipality under this Contract shall constitute acceptance of work or products that are not in accordance with the requirements of the Contract.

2.11 Workers' Compensation

The Accepted Consultant shall be registered with the Workers' Compensation Board of Nova Scotia. No payments will be made without a valid Clearance Letter and a copy of the valid Clearance Letter shall be attached to each invoice submitted for payment.

3.0 WORK DESCRIPTION

3.1 General

In order to ensure that residents of East Hants have timely access to bulk water, the Municipality is looking to supplement the current bulk water station located on Old Enfield Road in Enfield with either a second bulk water station at this location or another bulk water station located at Snides Lake on Highway 215 in Shubenacadie.

3.2 Access to the existing bulk water station

Access to the existing bulk water station can be arranged through the Municipality's Contact Person.



3.2 Site Inspection

The Accepted Consultant will be responsible for carrying out inspections of both the Enfield and Snides Lake locations to determine their suitability for the installation of a bulk water station. If for any reason, one or both of the sites are deemed unacceptable, the Accepted Consultant is to notify the Municipality before undertaking any further design work. The Municipality will then decide whether to propose an alternative location or to remove the design of either bulk water station from the Contract.

3.3 Design

The Accepted Consultant will be responsible for carrying out the detailed design of the bulk water stations in accordance with applicable standards and Nova Scotia Power (NSP), Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR), and Nova Scotia Environment (NSE) requirements. The Accepted Consultant shall assist the Municipality in preparing submissions and responding to inquiries from these regulatory agencies.

The scope of work includes site layout, civil, electrical, mechanical and controls/SCADA design. The results of a topographical survey of each location will be provided to the Accepted Consultant in a suitable format.

The proposed bulk water stations will be contained in custom built structures similar to the existing bulk water station in Enfield and the design of these structures is to be included within the overall design of the stations. Modular, pad-mounted bulk water stations are not acceptable.

The Municipality is intending to replace the existing bulk water payment system and the design is to include a payment system that will allow users to pay using a prepaid card purchased from the Municipality. This system will also allow real time access to data storage for Municipality Staff.

The Accepted Consultant will attend an initial meeting with staff from the Municipality's Infrastructure & Operations and Finance & Administration departments to discuss specifications for the bulk water stations and the associated payment systems.

The Accepted Consultant is to provide a detailed estimate of the construction costs of each station.

The Municipality will be undertaking a survey of existing users of the bulk water station and the Accepted Consultant will provide conceptual layouts of each location for inclusion within this survey.

3.4 Construction Inspection

If the Municipality decides to proceed with the construction of either one or both of the proposed stations, the Accepted Consultant will be required to provide on-site inspection services. It is expected that construction inspection will be required on an intermittent basis. The allowance for construction inspection shall be 200 hours based on a construction schedule of 10 weeks duration.

The construction contractor will be responsible for materials testing during construction. Additional materials testing, if required, will be contracted by the Municipality.

3.5 Project Schedule

In support of the overall project schedule, the Accepted Consultant will be required to meet the following milestones:

Award of Design Contract on or about	November 29, 2013
Submission of Review Drawings on or before	January 17, 2014
MEH Drawing comments on or before	January 31, 2104
Submission of Regulatory Drawings and Estimates on or before	February 14, 2014



APPENDIX A



Municipality of East Hants
Bulk Water Station Design

Proposal Form

Proposal submitted by: _____

We hereby submit the following estimate to complete the work in accordance with the Request For Proposals, dated October 31, 2013:

Design (both stations):

Manhours (professional/technical)	_____	
Fees (excluding HST)		\$ _____
Expenses (excluding HST)		\$ _____

Construction Inspection

Manhours	_____ 200	
Fees (excluding HST)		\$ _____
Expenses (excluding HST)		\$ _____

TOTAL ESTIMATED COST (excluding HST)		\$ _____
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Signature of Witness

Consultant

Authorized Signature

Name (Printed)

Title (Printed)

Date



APPENDIX B



Municipality of East Hants
Bulk Water Station Design

Summary of Proposal

1. Name of Project:

Bulk Water Station Design

2. From (Consultant):

Name: _____

Address: _____

3. Sub-consultants (if any):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

4. Team Members:

Names: _____



5. Experience/ References:

A listing of a maximum of three (3) similar projects performed by your firm:

1) Title of Project: _____

Location: _____ Year: _____

Client: _____

Services Provided: _____

Project Value: \$ _____ Fee Value: \$ _____

Contact Person: _____ Telephone: _____

2) Title of Project: _____

Location: _____ Year: _____

Client: _____

Services Provided: _____

Project Value: \$ _____ Fee Value: \$ _____

Contact Person: _____ Telephone: _____

3) Title of Project: _____

Location: _____ Year: _____

Client: _____

Services Provided: _____



Project Value: \$ _____

Fee Value: \$ _____

Contact Person: _____

Telephone: _____

6. Insurance (attach Certificate):

7. Workers' Compensation (attach Clearance Letter):

8. Receipt of the following addenda are hereby acknowledged:

Addenda: _____

dated: _____

9. Contact Person for Consultant:

Name: _____

Title: _____

Tel: _____

Fax: _____

E-mail: _____



APPENDIX C



Municipality of East Hants
Bulk Water Station Design

Proposal Evaluation Criteria

Criteria	Value
Proposal Document	
Comprehension (<i>demonstrated understanding of work requirements and objectives</i>)	/10
Work Plan (<i>detailed and reasonable approach to work requirements and objectives</i>)	/10
Completeness (<i>degree to which proposal addresses submission requirements</i>)	/5
Presentation (<i>appearance of proposal as indicative of firm's work</i>)	/5
Firm Rating (<i>relevant experience on similar projects, adequate number and type of resources, references</i>)	/20
Staff Rating (<i>relevant training and experience</i>)	/20
Sub-Total	/70
Manhour Rating (<i>pro rata based on manhours</i>)	/10
Cost Rating (<i>pro rata based on price</i>)	/20
Total	/100

