



New Glasgow

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REQUEST FOR PROPOSALS

Town of New Glasgow: Dam and Spillway Upgrades

Town of New Glasgow
New Glasgow, Nova Scotia
RFP # TNG25- PW-001

Date: January 7, 2025

Closing Date: Feb. 6, 2025

Project Manager:
Audrey Buchanan, P.Eng.
Assistant Director of Engineering & PW
audrey.buchanan@newglasgow.ca

1. Invitation & Project Details

1.1 Background

The Town of New Glasgow (TNG) is a beautiful riverside town of 9,471 residents, located in Northern Nova Scotia, which is responsible for the protection, treatment and distribution of potable water from Forbes Lake in Churchville, NS. The Town of New Glasgow supplies water from Forbes Lake to water customers in the Town of New Glasgow, Town of Westville and the Municipality of Pictou County.

The Town owns and operates Forbes Lake dam and spillway that was constructed in 1912 with minor upgrades over the past number of years. The Town over the past 10 years has completed several dam safety reviews and studies which have indicated the existing dam and spillway are no longer compliant with the Canadian Dam Safety Guidelines.

As a result, the Town has completed the installation of piezometers for continuous monitoring, the dam operating level has been reduced to minimize the risk until the upgrades can be completed, and the installation of a reverse filter at the toe of the dam will be installed early in 2025. The Town is also trying to locate a leak at the toe of the dam that appears to be treated water scheduled for early in the new year. Once these steps are in place the Town expectation is to re-establish the normal dam operating levels thus requiring the dam and spillway upgrades to be completed as soon as possible to reduce overall risk.

1.2 Invitation

In accordance with the rules, regulations, and guidelines of the Province of Nova Scotia and applicable Town Policies and By-Laws, the TNG is soliciting proposals from qualified engineering consultants ("Consultant"), licensed to practice in Nova Scotia with a proven track record of Civil engineering design in dam and spillway design.

The Consultant must have significant (>10 years) experience with the design, engineering and rehabilitation of potable water dams and spillways that meet or exceed Canadian Dam Safety Guidelines. The Service Provider must have a license to practice in the Province of Nova Scotia.

The proposal must demonstrate a thorough understanding and complete response to the specific requirements of this project as set out in the Request for Proposal.

1.3 Scope of Work

The successful engineering consultant is expected to provide a full engineered design for the upgrades of the Forbes Lake dam and spillway to ensure it meets or exceeds Canadian Dam Safety guidelines. The Consultant must provide in their lump sum pricing all labour, equipment, materials, travel expenses, etc. required to deliver a full tender package as described in this RFP. Given the sensitive nature of the deficiencies identified during the Canadian Dam Safety review which have the potential to create a dam failure and the fact the Town has been required to operate the Forbes Lake dam at a reduced maximum operating elevation for over a year at this point the successful consultant must fully complete each requirement on schedule with the expectation to deliver a full tender package in time for an early tender in the 2026 construction season with no outstanding permitting that may delay the start of construction.

The Consultant must create an aggressive schedule that can restore normal operation of the Forbes Lake dam to the highest standard as soon as possible. At a minimum the consultant shall complete the following components:

1. Review of Existing Dam and Spillway Upgrade Options

The Consultant will be required to review all recent work completed by MECO, and Stantec included in the Appendices pertaining to the current dam conditions, limitations, and Canadian Dam Safety compliance issues. In particular the dam stabilization and upgrading of the spillway that meet or exceed Canadian Dam Safety Requirements. The Consultant must confirm they are in agreement with the findings to date and that no other dam or spillway issues are present that should be incorporated into the current dam and spillway upgrades tender. The Consultant must incorporate all necessary dam upgrades into this tender package. If additional work is needed it should be clearly identified to the Town in the preliminary design package along with anticipated cost and schedule impacts.

Of note the consultant should know that the Town has reviewed the Stantec proposal for spillway options and there is a preference to have a single new spillway, preferably in the location or near the current spillway location with minimum impact to the existing transmission main or the wetland adjacent to the current spillway discharge location. The Town is also very concerned about the downstream culvert and channel capacities ability to accept increased flows from a new spillway. As such the successful consultant on this project must review the downstream infrastructure to confirm what if any upgrades will be required to proceed with the preferred new spillway solution. The actual downstream culvert upgrades will all be identified as part of this RFP while the actual tender for any downstream work will be issued separately.

The Town also has an existing transmission main from the WTP to Town that runs between the toe of the dam and the wetland as shown in the drawings Appendix A. All efforts should be made to minimize the impact of any upgrades on this main due to the complications to the WTP process to relocate this main. The Town also does not want significantly more fill added to the current transmission main burial depth to ensure its continued easy access for maintenance and monitoring.

2. Preliminary Design of New Spillway & Dam Upgrades & Permitting

- The intention of this project is to develop a full tender package to upgrade the existing Forbes Lake dam and spillway to meet or exceed the current Canadian Dam Safety Guidelines and ensure that the Forbes Lake dam can withstand current and future climate change weather events. The preliminary design package will provide a preliminary design report detailing the preferred option(s) for upgrading the Forbes Lake dam and spillway to address the current deficiencies that do not comply with the Canadian Dam Safety Guidelines. This may be the option provided by Stantec in their Forbes Lake Dam Spillway Assessment (Appendix D) or it can be an alternative solution recommended by the successful Consultant.

The preliminary design report will include a sufficient level of detail on the preferred dam and spillway upgrade options including but not limited to: written detail of the options, drawings of the preferred options at the 33% complete stage, a Class D cost estimate of the preferred options and a schedule to complete all permitting, preliminary work and the actual construction completion time. All this work is to be completed no later than April 4, 2025.

- The Consultant is fully responsible for completing all permitting requirements for the design

and construction of dam and spillway upgrades. This includes but is not limited to all Federal, Provincial and Municipal permits. The Consultant will be responsible for addressing all permitting for the impacts to the wetland adjacent to preferred new spillway location, construction permits for dam and spillway upgrades, along with any other permits needed to proceed. This work is to commence during the preliminary design phase and be completed no later than Dec. 19, 2025.

- The Consultant is required to provide all permitting requirements for Aboriginal Consultation which is anticipated to be required both in the construction of a new spillway/dam upgrades and offsetting requirements. The Town will be the direct liaison for Aboriginal Consultation; however, all documents, permitting, etc. required for this consultation are to be provided by the Consultant to the Town on the schedule that is dictated by the Aboriginal Consultation Committee. The Consultant must detail if they will provide all Aboriginal cultural resource site assessment work in house or if this will be sub-contracted. The cultural resource survey work should be completed by a Consultant approved by the Kwilmu'kw Maw-klusuaqn (KMK) to complete this assessment and should clearly detail the level of cultural resource impact and monitoring that will be required for the construction phase of this work. The successful Consultant is required to coordinate all phases of the Aboriginal Consultation with the Town to ensure there are no delays in the project schedule and to ensure that all reference materials needed as part of the consultation are prepared. Any Site Monitoring during the construction phase required to meet the terms of the Aboriginal Consultation process will be completed outside the scope of this RFP. This work is to commence during the preliminary design phase and be completed no later than Dec. 19, 2025. It must be included with the constructure tender package along with details if Cultural Resource monitoring is required.
- The Consultant will be required to complete a full Environmental Assessment (EA) as part of the permitting process and have the EA approved by the Town and all regulators. This work is to be completed by August 29, 2025.
- The wetland adjacent to the preferred spillway location is expected to be part of the design it is expected that the consultant will develop and submit all Environmental plans, offsetting plans and have them approved by the appropriate regulators on behalf of the Town. All costs for this work are to be included in the lump sum for the permitting on this project. The Consultant should clearly detail in their RFP submission past experience on the submission of these types of projects which will weigh heavily into the award of the RFP. This work is to commence during the preliminary design phase and be completed no later than Dec. 19, 2025.
- The Consultant is required to complete a full and comprehensive downstream analysis of all culverts between spillway discharge point to the entrance into the East River via MacLellans Brook watershed provided this is the discharge route selected by the Consultant for the maximum flow release from the new spillway. In the event the Consultant selects a different watershed to discharge the upgraded spillway water the full assessment to the East River discharge point is still required. Of note the majority of the lands and culverts on the downstream discharge for the new spillway will be through Nova Scotia Public Works culverts or private property it will be the Consultants responsibility to acquire the necessary sizing and

location of this infrastructure in addition to review any restrictions that might be present currently that could prevent the maximum discharge from the spillway from reaching its destination. A full list of these restrictions along with a Class D estimate to upgrade the restriction point(s) is to be included as part of the preliminary design report. This work is to be completed by August 29, 2025.

The Town recognizes that the permitting process for this project is complex and could impact the tendering / construction timelines. In the event the Consultant cannot meet the proposed timelines they must be addressed in the RFP submission with clear timeline alternatives provided that will still provide the overall project within the critical time limits.

3. Detailed Design of New Spillway & Dam Upgrades

Once the total scope of upgrade work for the dam and spillway under the preliminary design have been approved by the Town the Consultant will be required to complete all the permitting work, complete any geotechnical, survey or site work required to fully design all upgrades needed to bring the Forbes Lake dam and spillway into compliance with the Canadian Dam Safety guidelines.

The Consultant will be required at a minimum in this section to produce a full tender package including but not limited to: engineered tender specifications in accordance with Standard Specifications for Municipal Specifications, tender drawings, Class A construction cost estimate, estimated construction schedule, all permitting, consultation, survey, geotechnical work, etc. needed to allow construction contract to be awarded.

4. Tender Package & Tender Services

The Consultant will also be required to provide tender services for the duration of the tender phase including but not limited to: issue tender package, provide answers to all addendum questions and issue addendums, review tender submissions, provide award recommendation upon tender closing to the Town, etc.

5. Additional Costs & Information

It is the expectation and the responsibility of the Consultant to include all labour, equipment, material, travel, etc. costs associated with all work required to complete the full and complete construction tender package as described in all sections of this RFP. The Consultant is encouraged to breakdown the individual lump sum categories of work into more detailed cost sections in their proposal where necessary to provide better clarity on the work included in each section; however, it is the Consultants full responsibility to cover all costs needed to execute this contract.

Any additional information or costs that the Consultant may require to produce a complete tender package, permitting, EA, Aboriginal Consultation and design must be included in the Lump Sum costs. Any costs not included in the Lump Sum cost that the Consultant anticipates will be required to complete this work must be clearly detailed, noted in their proposal and costed to ensure a complete project cost is included as part of the RFP submission.

The Consultant is also encouraged to utilize Teams meetings where possible through the design and construction phases to minimize travel costs. Meeting formats along with frequency should

be clearly detailed in the proposal submission for both the design and construction phases.

The Consultant is required to list in their proposal any sub-consultants they are utilizing for any of the phases of work along with their scope of work.

All administrative, travel, etc. costs to be included in the Lump Sum costs.

6. [Provisional] Construction Phase Services

Construction Phase Services by the Consultant to be detailed in this report as a Provisional Item that can be revisited prior to Construction to confirm the scope, and pricing is still consistent with the original Provisional Submission pricing and will be awarded based on budget availability.

The Consultant under this Provisional item should provide two prices along with supporting detailed information of work to be performed under the provisional lump sum price as shown in the following two categories:

A) Full Time Inspection

The Consultant must detail the hourly rates, estimated hours, personnel to be included as part of this service, the number of meetings, level of site review, format of meetings, etc. that comprise the lump sum price.

B) Part Time Inspection

The Consultant must detail the hourly rates, estimated hours, personnel to be included as part of this service, the number of meetings, level of site review, format of meetings, etc. that comprise the lump sum price. It is anticipated in this option the Town will provide a full-time site inspector who will require engineering reviews and questions periodically, Consultant will run meetings and inspections at critical milestones.

1.4 Project Schedule

The tender package along with all permitting to be completed by December 19, 2025, unless approved prior to RFP award.

The consultant must provide a detailed project schedule as part of their RFP submission that breaks out all the major work components listed under Section 1.3 Scope of Work and clearly describes the approach to permitting.

2. Instructions for Proponents

2.1 Proposal Submission

Three (3) copies and one (1) digital copy of the proposals are to be delivered in a sealed envelope to:

**Audrey Buchanan, P.Eng. Assistant Director of Engineering & Public Works
Town of New Glasgow – Engineering and Public Works
235 Park Street
New Glasgow, NS
B2H 5B7**

The Town will advise proponents of the receipt of their submission. Email or fax submissions will not be accepted.

Proposals must be received by 3:00pm AST on February 6, 2025. Late submissions will not be accepted and will be returned to the Proponent.

Timeline:

| Milestone | Date |
|--|-------------------|
| RFP Issued to Consultants | Jan 7, 2025 |
| Inquiry Period Ends | Feb 4, 2025 |
| Submission | Feb 6, 2025 |
| Selection of Proponent | Feb 18, 2025 |
| Submit Preliminary Design Report | April 4, 2025 |
| Submit Detailed Design Report & 60% Tender Pkg | November 14, 2025 |
| Submit Final Report | December 19, 2025 |

The above dates are subject to change at the sole discretion of the Town of New Glasgow. Should there be any changes to the submission dates, Proponents will be notified by email.

2.2 Inquiries

All inquiries related to this Proposal, are to be directed, **in writing by email, no later than Feb 4, 2025**, to the following person who is hereby designated as the Town Representative:

Audrey Buchanan, P.Eng., Assistant Director of Engineering & Public Works
Town of New Glasgow – Engineering and Public Works
Email: audrey.buchanan@newglasgow.ca

Information about this RFP or any matter pertaining to the Services that is obtained from any source other than the Town Representative is not official and should not be relied upon. Inquiries that are directed to the Town Representative and responses will be recorded and **MAY** be distributed to all Proponents at the discretion of the Town.

2.3 Proposal Structure and Content Requirements

The proposal should be structured with the following sections. It is the Proponent's responsibility to

effectively communicate Technical and Financial requirements. Proponents are required to complete the Project Administration Form, see Appendix I, Achievements of the Proponent Team on Comparable Projects, Appendix J, and Project Summary Form, Appendix K. For other content, Proponents to use their own format following the criteria described below.

1. Company Profile and Project Experience

- a. Brief history of your company, including relevant municipal dam projects.
- b. General profile of the business including ownership and relevant affiliation.
- c. Contact information.
- d. Provide three (3) project references of a size, scope, and nature similar to that contemplated by the Town, which you have completed.
- e. Demonstrate the success of the projects, in terms of timelines, project solutions and project risks from projects that took place at least five years ago.

The Town RFP review committee reserves the right to contact references to confirm the information provided in the proposal and the nature and quality of the services provided, which may affect a Proponent's evaluation score.

2. The Proponent's Technical Qualifications & Approach

- a. A general statement of specialization and expertise.
- b. A detailed proposal demonstrating understanding of scope and intent of the project including approach to address all of Section 1.3 Scope of Work requirements.

3. Firm Project Cost

- a. Complete Project Summary Form outlining material, labor, and design costs as per the scope and provide the Lump Sum project costs for each category of work which include travel, accommodations, meals, printing, copying, etc.

2.4 Project Related Documents

The consultant will be provided with the following reference documents as part of this RFP to assist with the design of Forbes Lake Dam and Spillway Upgrades:

APPENDIX A – CBCL WTP Earthwork Drawings

APPENDIX B – Dam Drawings

APPENDIX C – Stantec Forbes Lake Draft Geotechnical Report

APPENDIX D – Stantec Forbes Lake Spillway Assessment Final Report May 2024

APPENDIX E – Stantec Forbes Lake – Flood and Dam Break Study, Final Report, June 26, 2020

APPENDIX F – Stantec Forbes Lake Dam Updated Stability Report, Final Report, April 13, 2023

APPENDIX G – UMA Water Recharge Study

APPENDIX H – MECO Final Draft – Dam Safety Review for Forbes Lake Dam & Spillway

Appendix I - Project Administration Form

Appendix J - Achievements of the Proponent Team on Comparable Projects

Appendix K - Project Summary Form

Appendix L – Evaluation Criteria Table

Consultants can review the above documents at the Town of New Glasgow Engineering Office between 8:30am – 4:00pm Monday – Friday or request a digital copy via One Drive from the Town Representative during the RFP proposal phase. All documents will be provided in digital format to the successful proponent.

2.5 Mandatory Requirements

The following mandatory requirements will be evaluated on a simple pass or fail basis. Non-compliance with any one of the Mandatory Requirements will deem the proposal void, and no further consideration

will be given. Proposals must include all necessary documentation to support compliance.

- 1) Completion of Appendix I – Project Administration Form
- 2) Completion of Appendix J – Achievements of the Project Team on Comparable Projects
- 3) Completion of Appendix K - Project Summary Form (with firm project cost) including disbursements.
- 4) Draft Project Schedule including critical project milestones.

3. Evaluation Process

3.1 Evaluation Committee

The Town will form an evaluation committee to review all eligible proposals. The Town has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own discretion.

Proposals will be evaluated against the mandatory criteria. Proposals that meet all the mandatory criteria will then be assessed and scored against the desirable criteria. It is the Town’s intention to select the Service Provider who has the highest overall ranking. Proposals that fail to meet the mandatory criteria will be rejected. Proposals received after the closing time shall not be considered and returned to the proponent unopened.

By responding to the RFP, proponents will be deemed to have accepted the terms and conditions herein and acknowledge the decision of the Evaluation Committee will be final and binding.

3.2 General

The objective of the evaluation process is to identify to the Proposal(s) that most effectively meet the requirements set out in the RFP to provide the best overall value to the Town.

The evaluation process is as follows:

- 1) Review of Mandatory Requirements
- 2) Evaluation of Proposal Structure and Content Requirements
- 3) If necessary, further evaluations of short-listed Proponents through a meeting.

Proponents will be scored based on how well their proposal meets the criteria specified. The table below outlines the weight of each section.

| Evaluation Criteria | Weighted Percentage |
|--------------------------------------|----------------------------|
| Company Profile & Project Experience | 20 |
| Technical Qualifications & Approach | 50 |
| Price | 30 |
| Total | 100 |

3.3 Notice

The Town shall notify the successful Service Provider that they have been selected to enter discussions to finalize the costs and agreement.

3.4 Proponent Proposals

All compliant Proposals submitted shall become the property of the Town and will not be returned.

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent’s submission to this RFP.

If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4. Request for Proposal Terms

4.1 No Obligation to Proceed

Though currently the Town fully intends to proceed through the RFP and select a Service Provider, the Town is under no obligation to proceed to the contract or any other phase. The receipt of submissions by proponents, or on their behalf, shall not impose any obligations on the Town. There is no guarantee that the process initiated by the issuance of this RFP will continue, or the process will result in a contract with the Town.

4.2 Town's Right to Accept or Reject Proposal

The Town reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favorable in the interests of the Town of New Glasgow; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the Town be responsible for the costs of preparation or submission of a Proposal.

If there is only one compliant Proposal received by the Closing Time, the Town reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Proponent. The Town reserves the right to cancel this RFP at any time before execution of the Contract without being obligated to any Proponent regardless of whether there is one or more compliant Proposals.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected by the Town in its absolute discretion. The Town may at its sole discretion reject Proposals which are non-conforming including Proposals that do not conform because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

4.3 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposals, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

4.4 Ownership of Proposal and Freedom of Information

By submitting a Proposal, the Proponent agrees the Town has the right to copy the Proposal Documents. Proposals will be held in confidence by the Town, subject to the provisions of the Freedom of Information and Protection of Privacy Act and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into the Contract for the supply of the Services.

4.5 Insurance

Proponents are to carry and keep in force Public Liability Insurance, in a form equivalent in terms of coverage to the industry standard Commercial General Liability, for all services provided to and on behalf of the Town. The amount of coverage shall be not less than five Million dollars (\$5,000,000) per occurrence and to indemnify and save harmless the Town in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by them, or their employees or relating to the prosecution of the works or any of their operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by they or them under and by these conditions, and covenants and agrees to hold the Town harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than five million dollars (\$5,000,000) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Town will be furnished. Such insurance shall have the Town as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the Town.

To carry and keep in force Professional Liability Insurance in an amount not less than \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured retention / deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. The policy shall be underwritten by a company licensed to conduct business in the Province of Nova Scotia and be acceptable to the Town. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal will be provided for each and every year. The Town has the right to request that an extended reporting endorsement be purchased by the submitter at the submitter's sole expense.

4.6 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the Town of New Glasgow or their immediate families which might in any way be seen (in the Town's sole and unfettered discretion) to create a conflict.

4.7 Anti-Collusion, Fraud & Corruption

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the Town through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

4.8 Confidentiality

Confidential information about the Town obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the Town of New Glasgow. The Proponent agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

4.9 This Request for Proposals is not an Invitation to Tender

There is no obligation for Proponents to enter into a Contract and no Contract is created, intended, or implied by this RFP. This RFP cannot be considered Contract 'A' as defined in Canadian common law. Neither the issuance of the RFP nor the submission and receipt of a Proposal constitute a final or any contract between the Town of New Glasgow and any Proponent. Neither the issuance of this RFP nor the receipt of a Proposal in any way binds the Town to proceed with any project, enter into a Contract or obtain any services from any Proponent. No contractual relationship of any kind exists between the Town and any Proponent. No contractual relationship of any kind exists between the Town and any Proponent unless and until a binding agreement has been executed between a Proponent and the Town of New Glasgow. This RFP is not a tender.

All Proposals are irrevocable until such time as a Contract is executed by the Town and a Proponent. A Proponent wishing to revoke its Proposal must put a request in writing to the Town Representative. Any such written request must be signed by the same authorized signatory as in the Proponent's original Proposal.

If a Proposal is selected, it is anticipated that the Town will enter negotiations with the Proponent for the execution of a Contract.

If the Town and a Proponent are unable to successfully negotiate and execute a Contract, the Town of New Glasgow may negotiate and enter a Contract with any other Proponent.

4.10 Irregularities and Informalities

The Town reserves the right, at its sole discretion, to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the Town to do so.

4.11 Discrepancies or Omissions

Proponents finding discrepancies or omissions in the Specifications or other documents or having any doubts on the meaning or intent of any part thereof should immediately request, in writing, clarification from the Town Representative who will send written instructions or explanations to all parties having a set of the Proposal Documents in accordance with section 2.3 and 2.4. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors, or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

4.12 Modification of Terms/Addenda

The Town reserves the right to modify the terms of this RFP at any time before or after the Closing Time in its sole discretion. Prior to the Closing Time, written Addenda are the only means of amending or clarifying any of the information contained in the information package. The Town may amend or clarify the information package by issuing an Addendum. No employee or agent of the Town is authorized to

amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The Town makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to the closing of this Invitation to Proposal shall become a part of the Proposal Documents. It is the Proponent's responsibility to make any necessary adjustments to timelines and schedules affected by an addendum.

4.13 Liability for Errors

While the Town has used considerable efforts 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 the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

4.14 No Publicity or Promotion

Proponents shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any agreement awarded under this RFP, without the prior written approval from the Town. The Proponent agrees to be bound by this provision regardless of whether its Proposal is accepted or rejected.

4.15 Non-Disclosure Agreement

The Town reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Town.

4.16 Permits, Licenses, and Approvals

Proponents shall obtain all permits, licenses, and approvals required in connection with the supply of the services pursuant to this RFP. The costs of obtaining permits, licenses, and approvals shall be the responsibility of and shall be paid for by the Proponent.

4.17 Intellectual Property

The Proponent should not use any intellectual property of the Town, including but not limited to all logos, registered trademarks, or trade names of the Town, at any time without the prior written approval of the Town as appropriate.

All deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed pursuant to this RFP are to remain the exclusive property of the Town.

Requests to present data or publish or present papers derived from work pursuant to this RFP in any type of publications, journals, or professional conferences must be made to the Town and prior approval must be obtained in writing from the Town.

4.18 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Town. Any act in derogation of the foregoing shall be null and void.

4.19 Governing Law

The RFP, the Proponent's Proposal, and the resulting Agreement shall be governed by the laws of Nova Scotia and Canada.

4.20 No Liability

The Town shall not be liable to any Proponent, person or entity for any losses, expenses, costs, claims, or damages of any kind.

- a) arising out of or by reasons of or attributable to the Proponent responding to this RFP; or
- b) as a result of the use of any information, error or omission contained in this RFP document, provided during the RFP process or during the term of the Agreement; or
- c) which may occur between quantities of work actually done or supplied and the estimated quantities set out in this RFP.



APPENDIX I – PROJECT ADMINISTRATION FORM

| | |
|---|-----------------------------------|
| 1. Proponent's Name: | |
| 2. Is this the Head Office? Yes No | Is this the Branch Office? Yes No |
| 3. Street Address: | 4. Mailing Address |
| | |
| | |
| City: | City: |
| Province/State: | Province/State: |
| Postal Code/ZIP Code: | Postal Code/ZIP Code: |
| 5. Telephone Number: () | 6. Fax Number: () |
| 7. Contact Name: | |
| 8. Contact Email: | |
| 9. Provide the following information about the firm. | |
| Year Established: | Number of Employees: |
| Type of Organization: (Please Select One Below) | Professionals: |
| Sole Proprietorship | Registered Technologists: |
| Partnership | Technical Support: |
| Corporation | Other: |
| Joint Venture | |
| <p><i>I confirm that this submission complies with all rules and regulations and guidelines applicable to the performance of this work, of the Provinces and the Professional Association(s) of the provinces, wherein this project will be carried out. I also confirm my registration, or eligibility to be registered to practice in the provinces wherein the work will be carried out;</i></p> | |
| Signed: | Position: |



APPENDIX J – ACHIEVEMENTS OF THE PROPONENT TEAM ON COMPARABLE PROJECTS

| | | |
|--|-------------------------------------|--------------------|
| Firm Name: | | Discipline: |
| Project Name: | | |
| Was the firm: | | |
| Prime Consultant Sub-Consultant on a Design/Bid/Build project | | |
| Owner's representative Design/Builder's Consultant on a Design/Build project | | |
| Degree of responsibility: % | | |
| Project Description: | | |
| Consultant's Initial Cost \$ (fees, disbursements, etc.) | Consultant's Final Cost \$ | |
| Estimated Completion Date: | Actual Completion Date: | |
| Initial Construction Value \$ | Final Construction Cost \$ | |
| Reasons for not on budget/schedule if applicable: | | |
| Joint Venture Yes No | If yes, degree of responsibility? % | |
| Joint Venture Partner: | | |
| Proponent's Responsibility on the Project: | | |
| Relevance of the Project: | | |
| Client's Name and Phone Number: | | |

Use one page for each project submitted.
Number pages for example, B1 of 3, B2 of 3, B3 of 3

APPENDIX K PRICE SCHEDULE

| <u>ITEM</u> | <u>PRICE</u> |
|---|--------------------|
| 1. Review of Existing Dam and Spillway Upgrade Options | \$_____ CAD |
| 2. Preliminary Design of New Spillway & Dam Upgrades & Permitting | \$_____ CAD |
| 3. Detailed Design of New Spillway & Dam Upgrades | \$_____ CAD |
| 4. Tender Package & Tender Services | \$_____ CAD |
| 5. Additional Costs & Information | \$_____ CAD |
| | |
| HST (15%) | \$_____ CAD |
| <i>Total Including HST</i> | \$_____ CAD |

PROVISIONAL

| | |
|---|-------------|
| 1. Tender Package & Tender Services [PROVISIONAL] | \$_____ CAD |
| A) Full Time Inspection | \$_____ CAD |
| B) Part Time Inspection | \$_____ CAD |

Note: 1. Consultant to clearly detail in the scope and methodology section what services are included in this section and any items which are required in addition to original scope of work proposed by the Town to supply all RFP requirements.
2. Contract will be awarded on mandatory pricing items only; Provisional items will not be part of the evaluation and may not be awarded.

APPENDIX L - EVALUATION CRITERIA TABLE

| EVALUATION CRITERION | | CRITERION WEIGHT FACTOR |
|--|--|-------------------------|
| Company Profile and Project Experience | | 20 |
| Appendix I – Administrative Form and Confirmation of Team | | 2 (YES/NO) |
| Appendix J – Achievements on Comparable projects: - similar functional requirements - similar size and scale - similar responsibilities - on time and budget | | 18 |
| Technical Qualifications and Approach | | 50 |
| Technical and Managerial Expertise: <ul style="list-style-type: none"> • Team organization • Key Personnel • Consultant co-ordination and resource allocation | | 10 |
| Understanding and Concept for the Project | | 5 |
| Approach and Methodology | | 5 |
| Detail on Design Phases | | 10 |
| Detail on Permitting | | 10 |
| Schedule | | 10 |
| Appendix K - Offer of Services (Price) | | 30 |
| | | |
| | | |
| | | |
| TOTAL: | | 100 |