

Town of Annapolis Royal
REQUEST FOR PROPOSALS

ENGINEERING SERVICES

The Town of Annapolis Royal is seeking Requests for Proposals from qualified interested parties for engineering services for a five-year period. Specifications may be obtained by contacting the undersigned.

Sealed submissions must be received by Friday, January 29, 2021 by 1:00 pm marked "Engineering Services".

The Town reserves the right to reject any or all proposals, not necessarily accept the lowest proposal, and the right to accept any proposal which it may consider to be in its best interest. The Town also reserves the right to waive the formality, informality, or technicality in any proposal.

Sandi Millett-Campbell, CAO
Town of Annapolis Royal
285 St George Street
Annapolis Royal NS
PO Box 310, Annapolis Royal NS B0S 1A0
Tel 902-532-2043 x 104
Fax 902-532-7443
Email: cao@annapolisroyal.com

Request for Proposals

Consultant Engineering Services: April 1, 2021-March 31, 2026

**Town of Annapolis Royal
Annapolis Royal, Nova Scotia**

1.0 SCOPE OF WORK

This Request for Proposal (RFP) outlines the requirements of the Town of Annapolis Royal (Town) with regard to engineering services by qualified professional firms and individuals (Proponent) for the provision of consultant engineering services, as detailed, for the Town of Annapolis Royal, 285 St George Street, Annapolis Royal, Annapolis County, Nova Scotia.

The objective of this RFP is to retain one (1) consultant engineering firm for a five (5) year period to provide professional services in support of the Town's ongoing operational and capital improvement programs. The services to be provided are generally described in this RFP. The specific scope of services to be provided shall be determined on a "project to project" basis based on this RFP.

2.0 BACKGROUND

2.1 Procurement Policy

The Town has a policy of reviewing such professional services as Auditing, Legal, and Engineering. In the case of Engineering Services, the services are reviewed every five (5) years. These services will be contracted as noted and reviewed regularly on terms satisfactory to the Town and based upon qualifications, experience, services offered, past performance, proposed fees and other relevant considerations. The CAO and appropriate Department Heads are responsible to carry out that process and file a recommendation to Council for the appropriate appointment.

2.2 Municipal Operations

The following synopsis is intended to give Proponents an overview of the scope and magnitude of operations and infrastructure owned and managed by the Town.

The Town owns and operates one Sewage Treatment Facility for approximately 390 customers in and around Annapolis Royal. In all, the Town-owned treatment facilities consist of:

1 lift station on Champlain Drive
6 pumping stations at:

181 St George Street
701 St George Street
126 St Anthony Street
29 Prince Albert Road
114 Prince Albert Road
60 Champlain Drive

The Town owns and operates a small water utility, which currently serves approximately 370 customers in and around Annapolis Royal. Water is supplied from a drilled well in Granville Ferry, chlorinated and stored in a storage tank at 9661 Highway 8 for distribution.

The Town provides management services for infrastructure or property controlled or owned by the Town. A list of the infrastructure and properties is attached in Appendix A.

Additional information is available on our website, www.annapolisroyal.com.

3.0 SERVICE REQUIREMENTS

3.1 Advisory and Specialist Services

The services to be provided during the five (5) year period are generally summarized in the following subsections.

- General consultation and advice;
- Technical research and investigation;
- Feasibility and technical reports including storm water management plans, pollution abatement studies, transportation studies, and other studies related to municipal operations;
- subdivision development reviews, pertaining to road, sewer, storm water and water designs;
- environmental investigations including impact assessments, audits, receiving water assessments; geo-technical studies and investigations;
- Operational audits for water and wastewater systems
- Preliminary inspection, testing, data analysis and interpretation, including groundwater monitoring;
- Review and update existing operations manuals for the water and wastewater Systems
- Infrastructure and property inspections complete with reports
- General consultation and advice regarding occupational health and safety – hazard inspection, policy and procedure development, training;
- Mentoring of the Director of Public Works with regards to design and project management in order to provide autonomy to the Public Works Department;
- Attendance to meetings, to provide a status update on all projects assigned, as required.

3.2 Design Services

- pre-design & design briefs;
- development of design alternatives and subsequent evaluation and recommendations;
- liaison with regulatory agencies;
- preparation of detailed drawings;
- preparation of contract documents including tenders and pre-purchasing/prequalification documents;
- preparation of technical specifications;
- preparation of capital and operating cost estimates.

3.3 Construction Implementation Services

Construction implementation services include contract administration and resident inspection, although services required will vary greatly depending on the nature of the project or facility. Construction implementation services can include but are not limited to the following:

- tender call services including:
 - preparation of tender/bid documents;
 - conducting tender calls and issuing addenda as required;
 - evaluation of bids and subsequent recommendation regarding award.
 - assisting in obtaining regulatory approvals;
 - site inspection and compliance monitoring, including start-up and commissioning of facilities;
- maintaining quality assurance programs, including monitoring and approving test procedures;
- on site liaison with project stake-holders, public, regulatory agencies, etc.;
- contract administration, including review of insurance, contract security,
- warranties and other requirements for compliance with contract documents;
- shop drawing review;
- services related to the work in progress, including:
 - recording contractors' progress and maintaining project logs and other records;
 - construction meetings and record of minutes;
 - monitoring construction methods and techniques;
 - recording details of construction and preparation of record drawings;
 - reviewing and approving certificates related to payment and completion;
 - substantial and total completion inspections including preparation of deficiency lists and approving corrections;
 - monitoring of contract warranties;
 - negotiations and recommendations relating to change orders.
- Monitoring the construction of municipally approved subdivisions, pertaining to road, sewer, storm water and water designs;

3.4 Post Construction Services

- Scheduling and monitoring commissioning of facilities;
- Preparation of O&M Manuals;
- Operator training and consultation after completion;
- Monitoring facilities and operations during warranty period.

4.0 DELIVERABLES

4.1 Certificate of Compliance

Proponents shall provide the Town a copy of their current Certificate of Good Standing from Engineers Nova Scotia and other applicable licensing boards with the proposal.

The successful proponent will be expected to supply other information if requested such as proof of good standing with Workers' Compensation Board.

4.2 Insurance & Liability Requirements

Proponents shall provide guarantee of the following insurance coverage:

1. Commercial general liability insurance, two (2) million per occurrence, for all operations and activities of the consultant; including the Town as an additional insured.
2. Professional liability insurance, professional liability insurance with a minimum coverage of at least one (1) million.
3. Automobile liability insurance with a minimum coverage of at least two (2) million per occurrence.

5.0 RFP INFORMATION MEETING

Proponents are advised that although municipal staff will try to be available for interviews throughout the proposal call, the proposal should be all-inclusive, and vendors should not rely on municipal staff resources for any purpose other than reporting and direction.

6.0 SUBMISSION AND EVALUATION

6.1 Submission of Proposal

1. The RFP closing date and time is Friday, January 29, 2021 at 1:00pm local time.
2. The RFP closing location is the Town Hall, 285 St George Street, Annapolis Royal NS B0S 1A0.
3. All sealed and time stamped proposals will be secured in the Town Hall vault.
4. Proposals may be amended or withdrawn by post or courier, if received prior to the closing. Amendment of individual price items is the only acceptable price amendment. Amendments shall not disclose either the original or revised total price. Amendments or withdrawals will be clearly identified as such.
5. Proposals will be publicly opened (only for the purposes of identifying respondents to the RFP) at the time and location as noted above.
6. A minimum of three (3) paper copies and one (1) digital copy of the proposal shall be submitted.
7. Late proposals shall not be considered in the process.
8. All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.
9. All communications and questions for clarification regarding the contents of this RFP shall be forwarded by letter or e-mail to the individual noted below:

Sandi Millett-Campbell, CAO
Town of Annapolis Royal
285 St George Street, PO Box 310
Annapolis Royal NS
Tel 902-532-2043 x 104
Email: cao@annapolisroyal.com
10. All requests for clarification must be received in writing at least four (4) working days prior to the closing date to allow written clarification to be issued to all respondents. Oral responses are only binding when confirmed by written addenda.
11. If the CAO considers that correction, explanation or interpretation is necessary; the CAO will issue a written addendum. All addenda shall form part of the submission and the contract documents.
13. The Tentative date to consider award of the successful Proposal contract is February 26, 2021.

6.2 Proposal Content

Proposals should be detailed enough to demonstrate how the Proponent's expertise, staff, and resources best meets the needs of the Town as described in this RFP.

When detailing expertise, the Proponents shall reference their expertise as it pertains to the Scope of Work provided, tailoring it specifically to the operations of the Town.

The proposal shall include the following information:

- Corporate background;
- Corporate procedures;
- Current total staffing and clients;
- Summary of related municipal experience (maximum 5 pages);
- Corporate Organizational Chart;
- Current Certificate of Good Standing from the Engineers Nova Scotia and other applicable licensing boards;
- Completed "Recent Experience Summary Form" (see Appendix B);
- Hourly rates for staff complement ;
- CV of all principal staff;
- CV of staff and resources that are proposed to have direct responsibility to principal staff (maximum one page per person).

All CV's shall, at a minimum, contain the following information:

- Name and credentials;
- Training and Experience;
- Position in Firm;
- Proposed relationship with client;
- Individual fee scale;
- Anticipated general field of activity with the Town;
- Area of practice in the firm;
- Back up personnel to support principal staff during absence or staff turnover.

The Proponents are encouraged to prepare a scope of work that will provide the best possible product given the scale of the project. Services that do not directly meet the core services requested, but which the consultant feels will enhance the quality of the product should be submitted under "Additional Services".

Proponents shall specifically list the areas of expertise, as it pertains to the Scope of Work, they are deficient in, and detail how they plan to accommodate these deficiencies.

6.3 Evaluation Process and Criteria

All submissions received prior to closing will be evaluated according to the procedure outlined in this section.

A review panel consisting of municipal staff will evaluate all proposals and will make a recommended to Council for approval.

The Town reserves the right to interview any or all proponents, and the results of the interview to form part of the evaluation criteria.

7.0 TERMS AND CONDITIONS

7.1 Agreement

By submitting a proposal in response to this RFP, the Proponent agrees to abide by the terms and conditions outlined in this RFP. All proposals shall remain irrevocable unless withdrawn in writing prior to the designated closing time.

Notice in writing to a proponent of the acceptance of its proposal by the Town will constitute a contract for the goods and services.

7.2 Costs

The scales submitted in accordance with this RFP will be used to assist in value judgments for a comparative analysis of similar resources. The successful firm will be retained, wherever possible, on a project basis, with budgets submitted prior to the start of work and approved by the CAO or her designate.

7.3 Procurement of Services

If a project is outside of the expertise, as deemed by the Town, for which the successful firm has been hired, procurement of engineering services will be guided by the existing purchasing policy for all services.

The Town reserves the right to request for proposals for any services estimated by the CAO to be valued greater than \$50,000.

7.4 Privilege

The Town reserves the right to:

1. Suspend or cancel the RFP at any time for any reason without penalty.
2. Reject any or all proposals, not necessarily accept the lowest proposal, or to accept any which it may consider being in the best interest of the Town. The Town also reserves the right to waive formality, informality or technicality in any proposal.
3. In the event that a number of submissions are substantially the same amount or score, the Town may, at its discretion, call upon those Bidders to submit further bids.

7.5 Confidentiality

This document may not be used for any purpose other than the submission of a proposal.

By submitting a Proposal, the Proponent agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the Form of Proposal that the proponent considers being “personal information” or “confidential information” of a proprietary nature should be marked confidential and will be subject to appropriate consideration of the Municipal Government Act as noted above.

The work described in this RFP is being conducted with public funds, and the fees and expenses proposed in the Proponent’s submission will be made public.

7.6 Law

The law applicable to this RFP and any subsequent agreements shall be the law in force in the Province of Nova Scotia.

In responding to this RFP, Proponents warrant their compliance with all appropriate municipal, provincial and federal regulations, laws and orders. Respondents must agree to indemnify the Town and its employees if they fail to comply, and the Town reserves the right to cancel any agreement arising from this RFP if the proponent fails to comply with the above.

The selected firm shall indemnify the Town, its officers and employees against any damage caused to the Town as a result of any negligence or unlawful acts of the successful proponent or its employees. Similarly, the successful proponents shall agree to indemnify the Town, its officers and employees against any claims or costs initiated by third parties as a result of any negligence or wrongful acts of the successful proponent or its employees.

7.7 Proposal Submission and Evaluation

7.7.1 Proposal Preparation

All expenses incurred in the preparation and presentations of the response to this RFP are entirely the responsibility of the Proponent. This includes but is not limited to labour, materials and the cost of site visits if applicable.

7.7.2 Method of Submission

Facsimile or telephone responses will not be considered.

7.7.3 Completeness

It is the Proponent’s responsibility to ensure that their proposal is complete and is

delivered to the Town by the date and time indicated. Proposals submitted after the above noted time will be returned unopened.

7.7.4 Conflict of Interest

The Town reserves the right to disqualify bidders if there is an existing or recent business or personal relationship which can be perceived as causing a conflict of interest.

Proposals shall contain a declaration of conflict of interest, and describe how the Proponent is to deal with that conflict of interest. An example of a potential conflict of interest is the review of subdivision developments that have been designed by the Proponent.

7.8 Data

All data materials, and information collected and work products created (i.e. drawings, calculations, reports) either directly for, or in support of the work outlined in the RFP is the property of the Town.

The consultant shall not be permitted to publish or in any way use said information without the expression or final approval of the Town of Annapolis Royal.

Data submission requirements for Infrastructure tenders

Tender documents for all infrastructure programs include a signed hard copy and digital as-built drawings for the Town of Annapolis Royal GIS department for GIS updating/archiving. Tenders must specify a percentage of project cost held back until drawings are delivered.

Tender specifications:

Proponent confirms location of installed project components and all existing infrastructure points-of-interest (e.g. valves, hydrants, manholes) visible on surface or found within area of project drawing. As-Built drawing(s) delivered in hard copy bearing stamp and signature of engineer, along with ESRI shapefiles (NAD83 CSRS UTM Zone 20 North projection) with populated attribute tables as specified by the Town of Annapolis Royal GIS Department.

AutoCad Map 2000 drawing files in place of ESRI shapefiles may be accepted by prearranging their conversion by the Town of Annapolis Royal at a rate not less than \$50.00 per hour.

The Town of Annapolis Royal retains the right to hold back five percent (5%) of the project cost until delivery and data quality is verified by the Town of Annapolis Royal.

7.9 Payment

Reimbursement will be on a monthly basis. The invoices will be based on project budgets submitted prior to the start of work and percentage of completeness, where ever possible. The Consultant is to submit a completed “Progress Claim” form provided by the Town with the Consultant’s invoice attached. Payment requests submitted without this documentation will not be accepted.

7.10 Exclusion Clause

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 this RFP and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

7.11 Contract

The successful Proponent shall enter into a contract with 30 days of award.

APPENDIX A – INFRASTRUCTURE/PROPERTY LISTING

Town Hall
285 St George Street

Kings Theatre
209 St George Street

Public Works Building and Garage
141 Victoria Street

Comfort Station
24 Drury Lane

Community Hub
143 Ritchie Street

With some as-built drawings still pending, the Annapolis Valley Local Information Utility (<https://gis.town.middleton.ns.ca/portal/home/index.html>) shows approximately:

11.1 km of water mains in Annapolis Royal
1.38 km of water laterals in town
212 water service valves, 207 water gate valves
5.52 km of water mains in Granville Ferry, 3.66 km of water mains in Lequille
267 sanitary and storm manholes
50 fire hydrants in town, 33 fire hydrants in the county
124 catch basins, 0.135 km of catch basin laterals
4.6 km of storm mains in town, 0.55 km of combined sanitary mains in town
12.4 km of sanitary mains in the county
14.48 km of in-service sanitary mains in the town
0.28 km of mapped & abandoned sanitary mains in the town
12960 sq metres of sewer treatment area in two settling ponds
128,476 sq metres of constructed wetland sewer treatment area
13 storm outfalls
6 sewer pump stations in Town, 6 sewer pump stations in Granville Ferry
1.92 km of provincial roads, 6.6 km of Town streets
8.2 kms of walking trails and boardwalk
5.7 kms of sidewalks

The purpose of the list is to provide a general sense of municipal assets and infrastructure. This list is not all-inclusive.

**Appendix B - Recent Experience Summary Form
Consultant**

1.
Project Name &
Location
Year
Completed
Consultant
Fee Value
Construction Value, if applicable (thousands)
Category of Service
Owner/Client
Description

2.
Project Name &
Location
Year
Completed
Consultant
Fee Value
Construction Value, if applicable (thousands)
Category of
Service
Owner/Client
Description

3.
Project Name &
Location
Year
Completed
Consultant
Fee Value
Construction Value, if applicable (thousands)
Category of
Service
Owner/Client
Description

1. References may be requested for any of these projects listed.
2. List Category of Services as Advisory, Design, Construction, or Post Construction.
3. Copy Additional sheets as required.

APPENDIX D – DEPARTMENTAL CONTACT INFORMATION

Chief Administrative Officer – Sandi Millett-Campbell

cao@annapolisroyal.com

(902) 532-2043 x 104

Superintendent of Public Works – Kevin McLean

works@annapolisroyal.com

(902) 532-8347 (cell)

(902) 532-2043 x 106 Public Works Building