

PARKS, RECREATION & CULTURE

REQUEST FOR PROPOSALS

Project Manager, New Aquatic Centre
RFP50136 - Addendum 1

Release date: August 10, 2016

Proposals will be received up to
3:00:00 pm local time on Thursday, August 18, 2016

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1. QUESTIONS

- 1.1. Is it mandatory for the PM on this project to have WCB coverage?

Yes. Workers' Compensation Board of Nova Scotia coverage is a requirement for all contractors hired by the East Hants, regardless of their normal status under the *Workers' Compensation Act*. This is a Policy of Council; while the CAO has some powers to exempt this requirement, they are limited and would not apply to this project.

- 1.2. It is our understanding that the project budget is in the order of \$17M and the project schedule is approximately 30 months. Based on article 1.10.3.3 you have indicated that the hours listed in Appendix A are the maximum anticipated for each phase. Assuming a 6-8 month design phase and a 18-24 month construction period it appears to us that the hours (particularly during the construction phase) may not be adequate to address the level of effort required to address the scope identified in the document. Could you please clarify or confirm your intention with respect to the maximum number of hours identified in the fee response under Appendix A.

The lower number of hours reflected our belief that the most intense part of the engagement would occur during the design phase (average of 20-24 hours per week during Phase 1). We recognise the number of hours estimated for Phase 2 was low but we do not anticipate needing more than 8 hours per week on average during the construction phase. We have therefore updated Appendix A to reflect a higher number of hours for Phase 2: Tendering, Construction and Commissioning. The revised Appendix A is included in this addendum.

Proponents may discuss in their methodology section any impact of our estimate of hours may have on the deliverables.

Proponents are directed to use the revised Appendix A to respond to this Request for Proposals (RFP). If a Proponent mistakenly uses the original form, East Hants may consider the form as valid and will correct the extensions based on the number of hours specified on the version of Appendix A in place at the time of closing.

East Hants' intent is to only to pay for hours and disbursements that are actually used to deliver the Services.

East Hants may elect, in their sole discretion, to approve additional hours in any Phase of the project in order to meet their project objectives.

- 1.3. Please see query below from our Insurer:

- RFP Document, Insurance: Page 18 states:

"b. State that this insurance does not have a Total or Absolute pollution exclusion applied. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services;"

Our underwriters query is as follows:

- "Not sure where the pollution exposure from a Project Manager standpoint would be in providing advice to the Municipality of East Hants. I think the pollution coverage for what the Municipality is concerned with should be included in a wrap up for the project which would extend that coverage to all contractors under the project."
- Is there a wrap up policy in place already?

The language with respect to Total Pollution Exclusion is an artifact that can be removed (see Insurance (Revised)). Our intent is to put in place Project Specific Professional Liability insurance and to develop a wrap-up construction insurance program for the project, the details of which we would discuss with the successful Proponent and to which we expect they may have input.



INSURANCE (Revised)

- 19 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of 2,000,000 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for:
- Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- 21 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
- List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - ~~State that this insurance does not have a Total or Absolute pollution exclusion applied.~~ The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services;
 - Provide for 30 days' written notice of cancellation or material change. The Contractor must provide a new certificate each time the insurance is renewed; and may allow that
 - Excess or umbrella insurance may be used to achieve the required insurance limits noted in Clauses 19 and 21.
- 22 The Contractor must have and must maintain automobile insurance in the amount of \$2,000,000 for the duration of the Agreement and must provide a certificate of insurance confirming this coverage;
- 23 The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the Agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 24 In addition:
- In the case where the Contractor will use subcontractors to perform some or all of the Services, the subcontractor must obtain and, when required to by East Hants, provide proof of insurance coverage equal to that required of the Contractor under this Agreement.
 - Failure to maintain the required insurance coverage may be grounds for termination of the Agreement;
 - If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the Agreement;
 - Changes to incorporation information must be disclosed within a reasonable time of the change; and
 - Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

Appendix A - Proposal Form (Revised)

Proposal submitted by: _____

The Proponent must complete the following table to be submitted with their proposal. While the intent is to complete all Work Elements, if the project does not proceed to the construction phase, none of the Services described in Phase 2 will be required. East Hants will make no payment for Services that are not performed or expenses and disbursements that are not incurred. By providing a price for a Work Element, the Proponent acknowledges that East Hants may, at its sole discretion, award or not award any Work Element.

Work Element	Hours on Task (Estimated)	Average Cost Per Hour	Expected Disbursements (if any)	Maximum Fee
Phase 1: Project management during Design	600			
Phase 2: Project Management during Construction and Commissioning	800			
Column Totals	1400			
Total Fee (less HST)				

*Average cost per hour may be the sum of all worker resources (estimated number of hours per resource times the cost per hour for that resource) allocated in the proposal for each Work Element divided by the total number of hours allocated to that Work Element.

All fees shown will be exclusive of Harmonized Sales Tax (HST).

The Proponent hereby agrees that the work proposed in the table will be completed for the Fees indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

Name of Firm submitting Proposal: _____

Signature of Witness

Authorized Signature

Name (Printed)

Title (Printed)

Date

