

Infrastructure & Operations

REQUEST FOR PROPOSALS

Road Drainage Upgrades - Tyler Street, Lacy Anne Avenue
Detailed Design
RFP50765 - Addendum 3

Release date: January 28, 2025

Proposals will be received up to
2:00:00 pm local time on January 31, 2025

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QUESTIONS

1. What are the minimum insurance requirements?

Insurance Section is updated below.

- 38 The Consultant shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$2,000,000.00 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.
- 39 The Consultant must provide a certificate of insurance (COI) from their insurer for this coverage. The COI, at a minimum, must:
 - a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - b. The Consultant's insurance must provide for bodily injury or property damage that may result from the Consultant's performance of the Services; and
 - c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 40 The Consultant must have and must maintain automobile insurance in the amount of \$2,000,000.00 for the duration of the Agreement and must provide a certificate of insurance confirming this coverage.
- 41 The COI for Commercial General Liability insurance must provide for 30 days' written notice of cancellation. The Consultant must provide a new certificate of insurance each time the insurance is renewed for the duration of this contract and including any warranty period. The COI must identify any exclusions which apply to the Policy with respect to the Services.
- 42 The Consultant shall take out and keep in force errors and omissions insurance in the amount of \$2,000,000.00 providing coverage for acts, errors and omissions arising from their services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be \$2,000,000. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia and acceptable to East Hants. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to East Hants.
- 43 The Consultant 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.
- 44 In addition:
 - a. The Consultant's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to East Hants.
 - b. In the case where the Consultant will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that

is applicable to the services they will provide and which is acceptable to East Hants, including, at minimum, Commercial General Liability insurance.

- c. Failure to maintain the required insurance coverage may be grounds for termination of the Agreement;
 - d. If the Consultant no longer is in Good Standing with WCBNS, the Consultant 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;
 - e. East Hants will not accept any provisions which seek to limit the liability of the Consultant with respect to these insurance requirements;
 - f. Changes to incorporation information must be disclosed within a reasonable time of the change; and
 - g. Changes to insurance coverage must be disclosed to East Hants within a reasonable period after the change, at least prior to the next performance of any Services under this Agreement affected by the change, and the Consultant must provide a revised certificate. The amended coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.
2. "Flooding" is shown in quotations in both instances it is mentioned. Please clarify:

1. Are the complaints related to "flooding" annual occurrences, or only they primarily occur during high rainfall events (like July 2023, July 2024)?

The flooding is on ongoing regular issue.

2. Is "flooding" referring to nuisance ponding such as water encroachment at the edge of the property line rather than ponding that has approached structures?

There has been ponding in yards and erosion in the ditches.

3. Are there specific civic addresses or locations identified as areas of high concern regarding "flooding"?

Between 12 Tyler St and 35 Lacy Anne Ave (identified in the 'approximate boundary of proposed upgrades' in Appendix C).

NOTES:

- Dispute Resolution section is hereby deleted and will not form part of the final contract in this instance.
- The intent of 1.11.5.1. is to ensure that the proponent has an audited safety system compliant with the WCB Safety Certified audit process. In reviewing the WCB process, one to three-year audit cycles are compliant and East Hants will accept certificates of recognition with audit schedules other than "annual".

END OF ADDENDUM