

RSO WOL011-2025

***Sidewalk and
Street Repair***

2025-2026

April 2025



A cultivated experience for the mind, body, and
soil

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1.0 INVITATION

The Town of Wolfville is seeking Proposals to pre-qualify at least one (1), and up to three additional (3) years, companies specializing in Sidewalk and Street Repair (Vendor(s)) for the provision of the maintenance, repair, and development of municipal infrastructure and facilities. Vendors will be pre-qualified based on the scope of services described in this Request for Standing Offers (RSO) for a one (1) year period with an option to extend for an additional term of up to four (4) years if mutually agreeable to the Town and the proponent(s).

2.0 BACKGROUND

Sidewalk and Street Repair

The Town of Wolfville is responsible for maintaining and improving its network of sidewalks, streets, and paved surfaces to ensure safe and accessible transportation for pedestrians, cyclists, and vehicles. The Town is establishing a Standing Offer with experienced and reputable firms.

This offer provides a structured process for engaging contractors on an as-needed basis without requiring a separate procurement process for each project. The standing offer does not guarantee a minimum volume of work but sets forth the terms, conditions, and pricing for services that may be requested by the Town.

Contractors will be required to provide skilled labor, equipment, and materials necessary to complete a wide range of general construction tasks, ensuring compliance with applicable codes, safety standards, and municipal requirements. Work will be assigned under this agreement through individual work orders or call-ups, depending on the Town's needs.

The standing offer may cover, but is not limited to, the following general construction services:

1. Street Paving & Rehabilitation

- Asphalt resurfacing and overlay work
- Full-depth Road reconstruction
- Planing and milling of existing pavement
- Pavement widening and lane modifications
- Crack sealing and preventative pavement maintenance

2. Sidewalk Construction & Repair

- New concrete or asphalt sidewalk installation
- Sidewalk panel replacement and patching
- Curb and gutter installation or repair
- Accessibility improvements (e.g., curb cuts, tactile walking surfaces)
- Pothole & Asphalt Repairs

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- Asphalt patching (hot mix and cold mix applications)
 - Utility cut repairs following excavation work
 - Emergency pothole filling and surface stabilization
 - Drainage & Surface Water Management

3. Catch basin and storm drain adjustments or repairs

- Installation of drainage channels or permeable pavement solutions
- Sloping and grading adjustments to prevent water pooling
- Traffic & Roadway Features
- Pavement markings (crosswalks, stop bars, bike lanes, etc.)
- Installation and repair of speed bumps and traffic-calming features
- Line painting application
- Emergency & On-Call Services

4. Installation of permeable pavers for improved stormwater management

- Decorative stamped asphalt or concrete treatments
- Integration of sustainable paving materials or recycled asphalt products.

This Standing Offer does not guarantee a minimum volume of work but provides a mechanism for the Town to engage qualified contractors quickly and efficiently as electrical service needs arise.

3.0 REQUEST FOR STANDING OFFERS (RSO) OBJECTIVE

The objective of this Request for Standing Offers (RSO) is to retain up to three (3) Vendors for a one-year period to provide Industrial and General Electrical Services. The services to be provided are generally described in this RSO. The specific scope of services to be provided shall be determined on a “project-to-project” basis based on this RSO.

4.0 SCOPE OF WORK

The services to be provided during the pre-qualification period are summarized in the BACKGROUND – section 2.0 – of this document and will be further refined on a project-to-project basis.

5.1 DELIVERABLES

5.2 Certificate of Compliance

Successful proponents will be expected to supply other information if requested such as proof of good standing with Workers’ Compensation Board, applicable licensing, professional designations, etc.

5.3 Insurance & Liability Requirements

Successful Vendors will be required to enter into a Consultant/Client agreement as required on a project-specific basis. The intention of the agreement will be to outline expectations for both parties as well as to hold the consultant responsible for any damages incurred as the result of their errors or omissions or negligence.

Each agreement shall contain a comprehensive hold harmless/indemnification clause in favor of the Town of Wolfville for all claims arising out of the negligence and/or act or omission of the Vendor.

The successful firm(s) shall provide the following insurance coverage:

1. Commercial general liability insurance for all operations and activities of the Vendor; including the Town of Wolfville as an additional insured; and shall provide a certificate of insurance;
2. Professional liability insurance with exclusive limits applicable to the project(s) in question; coverage shall commence from the start of any design phase and be maintained through to substantial completion of any given project and then for a reasonable period following construction; normally six (6) years;
3. Automobile liability insurance providing coverage for all vehicles owned and/or leased by the Vendor for use in relation to the project(s) in question.

Limits of insurance will be sufficient for the type of project in question. Minimum acceptable limit to be \$5,000,000.

6.0 PRE-QUALIFICATION TIMELINE

Pre-qualification of Vendors under this RSO shall be valid for one (1) year with an option to extend for an additional term of up to four (4) years effective upon final approval by the Town of Wolfville.

7.0 LEVEL OF EFFORT and MUNICIPAL SUPPORT

Vendors are advised that Town staff will make efforts to be available for interviews throughout the Proposal call as schedules permit. The Proposal should be all-inclusive, and Vendors should not rely on Town staff for any purpose other than reporting and direction.

8.0 ADDENDA

8.1 Any addenda issued by the Town will be made available via email to Vendors who have requested a copy of this RSO.

8.2 The submission of a Proposal shall be deemed to indicate that the proponent has read, understood and considered all addenda issued prior to the closing date and time.

9.1 SUBMISSION AND EVALUATION

9.2 Submission of Proposal

- i. Proposal submissions will be received up to **2:00 pm local time on Tuesday, May 13th, 2025.**
- ii. Proposals must be signed by an authorized signatory of the responding firm.
- iii. Proposal submissions shall be emailed as a single PDF document to kouterleys@wolfville.ca with the subject line: "RSO WOL011-2025 – Sidewalk And Street Repairs." **This shall be the only accepted method of Proposal submission.** The complete Proposal must be accompanied by digital or scanned copies of all required documentation indicated in this RSO. The Town will require original documents of the selected Bidder to be delivered after award.
- iv. Proposals will be opened the week following the closing date. Opening will not be public. An abstract of Proposal submissions and results will be available within ten (10) business days following the closing date by request to kouterleys@wolfville.ca
- v. Late Proposals shall not be opened.
- vi. All Proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.
- vii. All communications and questions for clarification regarding the contents of this RSO shall be forwarded by e-mail to the individual noted below:

Dawson Sheehy, Senior Operations Manager
Town of Wolfville
Email: dsheehy@wolfville.ca

All requests for clarification must be received in writing by this individual at least four (4) working days prior to the closing date to allow written clarification to be issued to all respondents. Verbal responses are only binding when confirmed by written addenda.

9.3 Proposal Content

Proposals should be detailed enough to demonstrate how the Vendor's expertise, staff, equipment and other resources best meet the needs of the Municipality as described in this RSO.

The Proposal shall, at a minimum, 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 Certificates of Good Standing from any applicable licensing boards;

- Completed “Recent Experience Summary Form” (see Appendix A);
- Curriculum Vitae (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).
- Schedule of fees of staff & resources identified, if applicable.

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, if applicable;
- Anticipated general field of activity with the Municipality;
- Area(s) of expertise;
- Backup personnel to support principal staff during absence or staff turnover.

The methodology should generally conform to the services requested. However, Vendors are encouraged to prepare a scope of work that will provide the best possible product considering the range and scope of potential projects. 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”.

9.4 **Evaluation Process**

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

A Review Panel consisting of Town of Wolfville staff will evaluate all Proposals using the criteria set out in 9.4.

9.5 **Evaluation Criteria**

Proposals will be evaluated and ranked according to the following criteria, ordered from highest weighting (Level 3) to lowest weighting (Level 1):

| 50% | 35% | 15% |
|--|---|--|
| <u>Level 3 Criteria</u> | <u>Level 2 Criteria</u> | <u>Level 1 Criteria</u> |
| <ul style="list-style-type: none">• Equipment and Contractor Capability• Past Performance, Experience with Similar Projects• References and Feedback | <ul style="list-style-type: none">• Human Resources and Qualifications of Key Personnel• Communications and Reporting Procedures• Corporate and Professional Integrity• Availability of Key Staff• Unique/Innovative Corporate Features | <ul style="list-style-type: none">• Presentation of Proposal (Thoroughness, Level of Effort)• Relationship with/Benefits to Local Community |

10.1 TERMS AND CONDITIONS

10.2 Services to be Performed

10.2.1 Agreement

By submitting a Proposal in response to this RSO, the Vendor agrees to abide by the terms and conditions outlined in this RSO. All Proposals shall remain irrevocable unless withdrawn in writing prior to the designated closing time.

10.2.2 Pre-Qualification

The selection of any Vendor as a pre-qualified firm or individual, and/or the receipt of written notification of selection, shall not constitute a contract between the Vendor and the Town, but merely entitles the Vendor to submit proposals on future projects that are included in this RSO.

10.2.3 Costs

Pre-qualified firms will be retained on a project basis, and as such, costs will not form part of the evaluation process for pre-qualification. However, fee scales submitted in accordance with this RSO will be used to assist in value judgments for a comparative analysis of similar resources.

10.3 Procurement of Services

Procurement of services will be through a system of pre-qualification. This RSO prescribes the criteria used to select pre-qualified Vendors. Up to three (3) firms will be pre-qualified for a range of services, and only these firms will be asked to submit proposals during the term of this RSO. Proposals from pre-qualified firms during the term of this RSO will generally consist of methodology and cost.

The Town reserves the right to consider trail design, construction and/or maintenance services from additional Vendors if a project is deemed to be outside of the scope of services for which the selected firm(s) have been pre-qualified as determined by the Director of Planning and Economic Development.

The Town reserves the right to tender any services estimated by the Director of Planning and Economic Development to be valued greater than \$50,000.

10.4 Privilege

The Town of Wolfville reserves the right to:

- i. Suspend or cancel the RSO at any time for any reason without penalty.
- ii. Reject any and all bids or accept any bid or part thereof and may award all or a portion of the work to one or more Bidders.
- iii. Waive any informalities, formalities, technicalities or to reject any or all Proposals based on the Bidder's lack of proven experience, performance on similar projects or the suitability of proceeding with the execution of the work.
- iv. In the event that a number of suppliers submits bids that receive substantially the same score, the Town of Wolfville may, at its discretion, call upon those Bidders to submit further bids or request presentations and/or interviews.
- v. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Town of Wolfville or otherwise, which

are inconsistent with the provisions contained herein.

10.5 Confidentiality

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

By submitting a Proposal, the Bidder 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 to be “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 RSO is being conducted with public funds, and the fees and expenses proposed in the Bidder’s submission will be made public.

10.6 Law

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

In responding to this RSO, Vendors warrant their compliance with all appropriate Municipal, Provincial and Federal regulations, laws and orders. Respondents must agree to indemnify the Town of Wolfville and its employees if they fail to comply, and the Town of Wolfville reserves the right to cancel any agreement arising from this RSO if the proponent fails to comply with the above.

The selected Vendor(s) shall indemnify the Town of Wolfville, its officers and employees against any damage caused to the Town of Wolfville 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 of Wolfville, 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.

10.7 Proposal Submission and Evaluation

10.7.1 Proposal Preparation

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

10.7.2 Method of Submission

Facsimile or telephone responses will not be considered.

10.7.3 Completeness

It is the Bidder’s responsibility to ensure that their Proposal is complete and is delivered to the Town of Wolfville by the date and time and in the form indicated. Proposals submitted after the above noted time or in a non-compliant form will not be opened.

10.7.4 Changes to Submission

Changes in a submission will only be considered if submitted in writing in a sealed envelope, and providing such change is received by the Town of Wolfville prior to the established closing date and time. Changes to a submission will not be accepted after the established closing date and time.

10.7.5 Data and Documents

All data and information collected and work products either directly for, or in support of the work outlined in this RSO, are the property of the Town of Wolfville.

10.7.6 Conflict of Interest

The Town of Wolfville 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.

10.8 Replacement of Firms from Pre-Qualified List

The Town of Wolfville reserves the right to replace any of the pre-qualified firms during the pre-qualification period, for any of the following reasons:

- Unsatisfactory performance of work;
- Conduct detrimental to the Town of Wolfville;
- Lack of response to proposal calls.

11.0 SIGNATURES

DATED THIS ___ DAY OF _____, 20___.

Name of Submitting Firm

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Email Address

***NOTE:** Proposals submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.

Appendix A - Recent Experience Summary Form

Consultant:

| Project Name & Location: | Year Complete | Consultant Fee | Construction Value if Applicable | Category of Service |
|--------------------------|---------------|----------------|----------------------------------|---------------------|
| | | | | |
| Owner/Client: | | | | |
| Description: | | | | |
| | | | | |

| Project Name & Location: | Year Complete | Consultant Fee | Construction Value if Applicable | Category of Service |
|--------------------------|---------------|----------------|----------------------------------|---------------------|
| | | | | |
| Owner/Client: | | | | |
| Description: | | | | |
| | | | | |

| Project Name & Location: | Year Complete | Consultant Fee | Construction Value if Applicable | Category of Service |
|--------------------------|---------------|----------------|----------------------------------|---------------------|
| | | | | |
| Owner/Client: | | | | |
| Description: | | | | |
| | | | | |

| Project Name & Location: | Year Complete | Consultant Fee | Construction Value if Applicable | Category of Service |
|--------------------------|---------------|----------------|----------------------------------|---------------------|
| | | | | |
| Owner/Client: | | | | |
| Description: | | | | |
| | | | | |

| Project Name & Location: | Year Complete | Consultant Fee | Construction Value if Applicable | Category of Service |
|--------------------------|---------------|----------------|----------------------------------|---------------------|
| | | | | |
| Owner/Client: | | | | |
| Description: | | | | |
| | | | | |