

# Parks, Recreation & Culture

## REQUEST FOR QUOTATIONS

Cupola Repairs, Burntcoat Head Park Lighthouse  
RFQ50152

Release date: February 23, 2017

Quotations will be received up to  
3:00:00 pm local time on Tuesday, March 14, 2017

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: (902) 883-7098, Ext 232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
We live it!

# Contents

1. INSTRUCTIONS TO BIDDERS .....	4
1.1. Introduction .....	4
1.2. Definitions .....	4
1.3. Quotation Deadline .....	4
1.4. Quotation Submission .....	4
1.5. Inquiries .....	5
1.6. Quotation Acceptance (Privilege Clause) .....	5
1.7. Quotation Openings .....	8
1.8. Quotation Validity .....	8
1.9. Cost .....	8
1.10. Quotation Requirements .....	8
1.11. Quotation Evaluation .....	9
2. STATEMENT OF REQUIREMENTS .....	10
3. Terms and Conditions .....	13
Performance .....	13
Indemnification .....	14
Insurance .....	14
Termination .....	15
Safety .....	15
Responsibility for Damage .....	16
Confidentiality .....	16
Compliance .....	16
Picture 1: .....	17
Picture 2: .....	17
Picture 3: .....	18
Picture 4: .....	18



Picture 5: .....	19
Appendix A - Quotation Form .....	20
Appendix B - Bidder Information .....	21
Appendix C - Safety Questionnaire .....	23



## 1. INSTRUCTIONS TO BIDDERS

### 1.1. Introduction

- 1.1.1. The Municipality of East Hants (East Hants) requires the Services of a qualified company to complete repairs to and make watertight the cupola of the lighthouse located at Burntcoat Head Park in Noel, NS. The scope of Services will include the installation of roof shingles, flashing materials, siding and metal cladding. To this end, East Hants is seeking competitive Quotations from the marketplace to identify a Vendor to supply these Services.

### 1.2. Definitions

- 1.2.1. **Bidder:** An individual or company who submits a Quotation.
- 1.2.2. **Successful Bidder:** the Bidder whose Quotation is selected for award.
- 1.2.3. **Vendor:** registered business capable of supplying the requested Services
- 1.2.4. **Independent Contractor:** a Bidder, successful or otherwise, or a Vendor, as defined in this RFQ, is considered to be an Independent Contractor, not an employee of East Hants.

### 1.3. Quotation Deadline

- 1.3.1. Quotations will be received up to 3:00:00 pm local time on **March 14, 2017** at the address listed below:

Civic: Municipality of East Hants  
Lloyd E. Matheson Centre  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Mail: Municipality of East Hants  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Michael Hatfield, RFQ50152

- 1.3.2. Quotations must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to confirm receipt prior to the stated Quotation Deadline. Please allow sufficient time to be served by staff.

### 1.4. Quotation Submission

- 1.4.1. Bidder shall submit their quotation in one package containing two envelopes. Each envelope, and the outer packaging, must have the Bidder's name clearly indicated.
- 1.4.2. The Technical Quotation shall consist of three printed copies of the Bidder's written response and one electronic copy on disk or USB. If possible, please include raw (.jpeg) digital copies the pictures requested. The Technical response may not include the pricing information requested in Appendix A.
- 1.4.3. Envelope 1 will contain the Technical response, including Appendix B and Appendix C, and shall be labelled:  
  
"RFQ50152 - Cupola Repairs, Technical"
- 1.4.4. Envelope 2 will contain the Pricing quotation, including Appendix A, and shall be labelled:  
  
"RFQ50152 - Cupola Repairs, Price"
- 1.4.5. The outer package in which Envelopes 1 and 2 are sealed must be labelled:

**“RFQ50152 – Cupola Repairs, Burntcoat Head Park Lighthouse”**

- 1.4.6. Although minor inconsistencies in labelling will not be cause to invalidate a response, the Bidder must ensure that the Competition Number is clearly visible on the outer packaging, especially when sending by courier or other means, to ensure the package is recognized as a quotation and received as described herein for consideration. East Hants will not be responsible to consider quotations which are not clearly marked.
- 1.4.7. The Bidder must ensure that all copies they submit are identical in terms of content. East Hants will not accept any responsibility for omissions or errors in a Bidder's quotation or copy thereof and may reject any quotation where East Hants determines, in their sole opinion, such differences are material to understanding the quotation.

**1.5. Inquiries**

- 1.5.1. All questions or requests for additional information or clarifications regarding this Request for Quotations shall be in writing, preferably by email, to the attention of:

Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Email: mhatfield@easthants.ca

- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. Inquires will be accepted up until 3:00 local Nova Scotia time on March 7, 2017.
- 1.5.4. Bidders are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Bidder acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.
- 1.5.5. There will be a site briefing on **March 1, 2017** at Burntcoat Head Park, 627 Burntcoat Road, Noel, NS, at 2:00PM. Attendees are to meet in the parking lot of the Park. This is not a mandatory site briefing, but it is highly recommended Bidders attend.
  - 1.5.5.1. As the space is tight, only one or two contractors will be able to enter the cupola at a time.
  - 1.5.5.2. There is no access to the exterior of the cupola - if a bidder wishes to access the exterior, they would do so at their own risk and would be required to bring their own equipment.
  - 1.5.5.3. In the case of a weather event, East Hants will post an addendum if the site briefing is to be postponed.

**1.6. Quotation Acceptance (Privilege Clause)**

- 1.6.1. East Hants reserves the right to reject any or all Quotations.
- 1.6.2. All Quotations become the property of East Hants once submitted.
  - 1.6.1. Late Quotations will be rejected and will be returned unopened. Faxed Quotations will not be accepted. Incomplete Quotations may be rejected. Emailed submissions will be accepted; however it remains the responsibility of the Bidder to ensure electronic submissions are received on time. East Hants will not accept any responsibility for an email transmission which fails to reach their intended recipient for any reason, including, without limitation, reasons related to East Hants' firewall, email or operations systems, or recipient email availability.
  - 1.6.2. Any Quotation that does not include all of the information required in this RFQ may be considered incomplete and may be rejected. For greater clarity, this may include, without limitation,



recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may evaluate the Quotation.

- 1.6.3. This document and Request for Quotation process does not constitute a call for Tenders.
- 1.6.4. Bidders undertake any expenditure related to the submission of a Quotation at their own risk.
- 1.6.5. This Request for Quotations neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.6. East Hants may include evaluation criteria within this Request for Quotation document to be used as a guideline for Bidders. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Quotations received and the needs of East Hants.
- 1.6.7. East Hants reserves the right to reject all or any Quotations, and to not accept the lowest Quotation. East Hants may accept any Quotation or any portion of any Quotation that may be considered to be in the best interests of East Hants.
- 1.6.8. East Hants reserves the right to waive formality, informality or technicality in any Quotation. This includes the right to accept a Quotation that is not strictly compliant with the instructions in the Request for Quotations document.
- 1.6.9. East Hants reserves the right to amend this Request for Quotation document at any time before the Request for Quotation's closing date and will issue an addendum in the event of a change.
- 1.6.10. East Hants reserves the right to negotiate, after the Request for Quotation's Quotation Deadline, with any Bidder and to finalize service arrangements in the best interests of East Hants.
- 1.6.11. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Quotations.
- 1.6.12. East Hants reserves the right to interpret any and all aspects of this Request for Quotations as may be most favourable to East Hants.
- 1.6.13. In submitting a Quotation, the Bidder has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same.
- 1.6.14. Should a Bidder find any discrepancies, errors, or omissions in this RFQ, or if a Bidder is unsure as to the meaning of anything in this RFQ, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Bidders, in an addendum.
- 1.6.15. The Bidder is responsible for all costs associated with preparing and submitting this Quotation. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Quotation.
- 1.6.16. It is the responsibility of the Bidder to be sure they understand the requirements prior to submitting a Quotation and before the deadline for questions has passed.



- 1.6.17. East Hants may cancel the RFQ process at any time, for any reason, in its sole discretion. In the event that an RFQ process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Bidder or potential Vendor or Bidder.
- 1.6.18. In providing a Quotation, the Bidder warrants that their Quotation is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Quotation is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Bidders must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFQ process, including the influence of award.
- 1.6.19. Bidders shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Bidder or their servants in the preparation of their Quotation and/or in the course of delivering Services.
- 1.6.20. Bidders are advised no commitment to purchase Goods or Services shall exist until the successful Bidder is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.21. This process and the procurement of Goods and Services, if any, resulting from this RFQ process will be subject to the [Atlantic Provinces Terms and Conditions, Goods and Services](#) and the terms and conditions noted herein. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.
- 1.6.22. East Hants does not bind itself to accept any quotation, but may accept any quotation, in whole or in part, or discuss with any Bidder different or additional terms to those described in this RFQ or in such Bidder's quotation. East Hants may:
  - reject any or all of the quotations;
  - accept any quotation;
  - if only one quotation is received, choose to accept or reject it;
  - not to accept the lowest bid price; or
  - alter the schedule, RFQ process, or any other aspect of the RFQ, as it may determine in its sole and absolute discretion.
- 1.6.23. Bidders are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFQ may be subject to disclosure under *FOIPOP*. Bidders may identify any confidential information in their quotations or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFQ process, including the evaluation of quotations. Bidders are further advised that East Hants may make public the names of any or all Bidders and intends to publish the name of the successful Bidder and the total value of any contract entered into with the successful Bidder. If a Bidder has any questions about the collection and use of information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- 1.6.24. Submitting a Quotation shall be deemed proof that the Bidder was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFQ. East Hants will not be liable for claims made by a Bidder that they were uninformed or unaware of the requirements, terms or conditions of this RFQ.



### 1.7. Quotation Openings

- 1.7.1. East Hants will proceed with private openings for this RFQ. Bidders may be advised of their status in the RFQ once a determination has been made.

### 1.8. Quotation Validity

- 1.8.1. Quotations shall remain valid for acceptance for a period of thirty (30) days from the Quotation Deadline or such additional time as may be mutually agreed upon in writing.

### 1.9. Cost

- 1.9.1. The cost provided in the Quotation must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.9.2. The Bidder is responsible to ensure that their Quotation clearly describes the cost associated with the supply of the Services, including materials, profit, labour, rentals, and any other expenses for which the Bidder expects to be paid, except HST.
- 1.9.3. Unless otherwise specified herein, the costs submitted by the Bidder for the Services must be the total cost to provide the Services. The cost must represent all costs related to delivering the Services including, without limitation, overhead and profit, loading and handling, materials, travel time, delivery the site specified by East Hants, unloading, set up time (if required), placement, installation, and any other such costs. The cost must also include such labour as will be required to provide the Services in a safe, competent, and professional manner sufficient to complete the services in a timely fashion.

### 1.10. Quotation Requirements

- 1.10.1. The Services required are described in Section 2: Statement of Requirements. East Hants has tried to clearly describe what it is looking for, how the Service must be supplied, and any support or after sales services it expects from a Vendor.
- 1.10.2. The Bidder must clearly and concisely describe in their Quotation the Services they expect to supply.
  - 1.10.2.1. Provide an estimated completion date, based on an award date by March 21, 2017, which you can achieve. East Hants requires substantial performance of the work no later than May 12, 2017 but prefers a sooner completion date if possible;
  - 1.10.2.2. Brief description of what they intend to do (mobilization, quality control, construction process, clean up, demobilization, etc.);
  - 1.10.2.3. Brief description of how they plan to perform the work safely, given the challenges of the location (fall arrest, staging);
  - 1.10.2.4. Warranty information, if applicable;
  - 1.10.2.5. Examples and pictures of any siding work, in particular cladding, that can demonstrate the competence of the Bidder in performing such work. This can include links to existing websites or platforms where pictures already exist. Please provide the address where the work used as an example was completed as East Hants may wish to, where practical and at their sole discretion, view the work as part of their evaluation; and
  - 1.10.2.6. Two references from clients to whom you have provided siding or roofing services, including at least one for whom you have completed cladding work.
- 1.10.3. Bidders are must complete and submit with their Quotation Appendix A, the Quotation Form, Appendix B, Bidder Information and Appendix C, Safety Questionnaire. In addition, the Bidder must complete any table, Schedule or Appendix identified in the RFQ. The Bidder may include any





tables or attachments it feels will help clarify their Quotations above the minimums identified in the RFQ document.

- 1.10.4. Bidders must indicate whether they are the sole undertakers of the Services or whether other Vendors or service providers will be used. All vendors and service providers shall be subject to approval by East Hants.
- 1.10.5. East Hants may, without creating an obligation to any Bidder, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any Quotation or from any Bidder, prior to award.
- 1.10.6. The Successful Bidder may be required to show proof of insurance. Insurance requirements, if any, will form part of requirements in Section 3.

#### 1.11. Quotation Evaluation

- 1.11.1. East Hants will review each compliant Quotation and assign it points up to the maximum number of points available for each criterion. The points will be assigned based on the information provided by the Bidder, East Hants' understanding of the information submitted by the Bidder, East Hants' understanding of its needs, and, in East Hants' sole opinion, how well the Quotation addresses those needs.
- 1.11.2. In determining best value, East Hants may consider any part of the Bidders Quotation, including all attachments, omissions and submissions, as well as any references or past experience East Hants may have with the Bidder in similar circumstances.
- 1.11.3. East Hants will evaluate each proposal in two steps, the Technical evaluation, where the Bidder's Technical response will be evaluated using the criteria specified in Table 1, and the evaluation of Price.
- 1.11.4. Bidders must achieve a minimum of 30 points for their Technical response to have their Price envelope opened and evaluated.
- 1.11.5. Bidders who do not achieve a minimum of 30 points for their Technical response will not be considered further.
- 1.11.6. The following table shows the criteria against which your Quotation will be reviewed and the number of points available for each criterion. The Quotation which is awarded the most points may be selected for award. In the case of a tie, East Hants may use any method it chooses to determine award, including chance.

Criteria for Services Award	Available Points
<b>Section 1: Technical</b>	
Availability (estimated completion date)	5
Capacity and capability (staff, equipment, methodology, training, safety information, quality control)	15
Examples (past experience, pictures, references)	30
<b>Section 2: Price</b>	
Price (Price quoted by the Bidder exclusive of HST)	50
<b>Total Points:</b>	<b>100</b>

- 1.11.7. Award is contingent on receiving final approval to proceed from the Chief Administrative Officer (CAO) and, in some circumstances, council.

## 2. STATEMENT OF REQUIREMENTS

### 2.1. Background

- 2.1.1. Burntcoat Head Park is a major tourism attraction on the Noel Shore of East Hants. Over the past 3 years the Municipality of East Hants (East Hants) has invested in improvements to the Park such as new stairs to the ocean floor, construction of seasonal washroom facilities, interpretive panels and trails within the Park.
- 2.1.2. Over the same period, we have been making enhancements and repairs to the lighthouse building located at the Park. Built in 1996, the lighthouse is a replica of the one which originally was used on the site and has never acted as a functional lighthouse.
- 2.1.3. The cupola is the octagonal viewing tower located on the top of the lighthouse and it is not currently watertight. The Cupola sits on a shallow hip roof (Roof 2) which is on top of the main roof (Roof 1) of the lighthouse.
- 2.1.4. There is considerable water staining in several places suggesting that water has or is infiltrating the cupola through the roof of the cupola itself, through or around the siding in each side of the cupola, and where the cupola is attached to the shallow roof structure it sits on.
- 2.1.5. The objective of this work is to make the cupola watertight and to repair any damage that may have been caused by the leaking so far.

### 2.2. Scope

- 2.2.1. The cupola is approximately 7' in diameter and sits on Roof 2, which is approximately 12'x12'.
- 2.2.2. There is no direct access to the exterior through the cupola.
- 2.2.3. The existing railing located on Roof 2 is purely decorative and has deteriorated.
- 2.2.4. Measured from the inside, the infill panels are approximately 30"x37".
- 2.2.5. The scope of work includes, but may not be limited to, the following. While the requirements are provided in a list, the Contractor must perform the operations in whatever sequence will achieve a waterproof result.
  - 2.2.5.1. Repairs to the cupola from water damage:
    - 2.2.5.1.1. Two of the sides of the octagon show rot in the 2x6 wall plates (see picture 2) and the plates will have to be replaced with pressure treated lumber; and
    - 2.2.5.1.2. The 1x6 boards that infill the lower panel of each side of the octagon show evidence of water damage and will likely need to be replaced.
  - 2.2.5.2. Waterproofing:
    - 2.2.5.2.1. Remove existing roof shingles from the top of the cupola (Roof 3) and supply and install ice and water shield, starter strip and new roof shingles. The new shingles must have a minimum of 25 years' warranty;
    - 2.2.5.2.2. Supply and install new fascia and solid soffit to exterior of cupola in red colour specified in the Materials section.
    - 2.2.5.2.3. Supply and install waterproofing materials (Blueskin) around the entire cupola, where practical and except the glass, to prevent water infiltration. Ensure that the waterproofing materials overlap the ice and water shield at the base of the cupola where it meets the roof by at least 6";

- 2.2.5.2.4. Clad all exterior trim components with aluminum cladding in red colour specified in the Materials section. Make sure that the cladding overlaps or is continuous so that any water which lands on an exterior trim piece or window sill spills down the exterior of the building;
- 2.2.5.2.5. Use caulking, where required, to seal the cladding;
- 2.2.5.2.6. Supply and install aluminum siding and accessories to infill the lower panel of each side of the octagon. If possible, the cladding for the corners should incorporate the j-channel into which the siding will be installed. The preference is to establish the most waterproof covering that is also pleasing to the eye from a distance;
- 2.2.5.2.7. Supply and install waterproofing materials (ice and water shield or other) and flashing between the sidewalls of the cupola and the roof deck (Roof 2) to prevent water infiltration;
- 2.2.5.2.8. Remove existing railing and repair any damage to the Roof 2 deck from the removal;
- 2.2.5.2.9. Remove existing shingles from Roof 2. Supply and install ice and water shield, white starter strip and new roof shingles. The ice and water shield must extend up the sidewalls of the cupola approximately 6" under the sidewall waterproofing materials. The new shingles must have a minimum of 25 years' warranty; and
- 2.2.5.2.10. Supply and install white fascia around the perimeter of Roof 2.
- 2.2.5.3. Additional work:
  - 2.2.5.3.1. Although not required by most manufacturers, East Hants wishes that each shingle be installed using additional roofing tar (several coin-sized portions per shingle);
  - 2.2.5.3.2. Prior to removal of the existing railing, measure and document its approximate position, height, spacing of rails, length, and width. Please take a picture of how the existing railing is fastened to the structure of the roof, if possible.
  - 2.2.5.3.3. Supply and install additional 2x6 studs in the lower panel of each side of the octagon to support each window sill (minimum 2 studs per section);
  - 2.2.5.3.4. Remove and reinstall, as necessary, the components shown in Picture 4. The placement of the white antenna may have to be coordinated with the Wi-fi provider to ensure it is installed in the correct location;
  - 2.2.5.3.5. Remove the Wi-fi Access Point (Picture 5) from the Roof 3 and return to East Hants. This will not be reinstalled; and
  - 2.2.5.3.6. Remove and reinstall Wi-fi Uplink Dish (Picture 5) receiver (currently located on the sidewall outside of the cupola facing the water) in new location as directed by East Hants. This work will need to be coordinated with the Wi-fi provider to ensure it is installed in the correct location.
- 2.2.6. A building permit will be required to complete the work. East Hants will be responsible for any fees associated with obtaining the building permit and will assist in applying for the permit.
- 2.2.7. All construction waste, debris and demolition waste must be disposed of at the Waste Management Centre located in Georgefield, NS.



- 2.2.7.1. Tipping fees for this waste, when properly identified at weigh in, will be waived; and
- 2.2.7.2. The Contractor is responsible to separate materials for disposal.
- 2.2.8. Vehicular traffic and staging of materials will be limited to Burntcoat Head Park grounds only. East Hants staff will clearly identify areas where staging and vehicular traffic are permitted.
- 2.2.9. All Services shall be conducted inside the property line for the park. No staging of Services, or disturbance of lands, shall occur outside the property line.
- 2.2.10. Bidders should be aware that there are no active washroom facilities on site.

### 2.3. Materials

- 2.3.1. The cupola is an iconic image, so the colour of materials used on it are critical to maintaining the look of the property. East Hants has identified an acceptable red cladding material called "Bright Red 560" manufactured by Buchner Manufacturing;
- 2.3.2. East Hants was unable to identify a complimentary vinyl siding product appropriate for the application. Buchner Manufacturing makes a vertical siding, a heavy gauge soffit, and several aluminum trim sections which are available in the Bright Red colour as well and shall be used;
- 2.3.3. While East Hants may consider equivalent products after award (if the colour is acceptable), the Bidder is to carry the cost of the materials manufactured by Buchner in their price; and
- 2.3.4. We understand that these products can be ordered as in less than full box quantities, subject to a lead-time (except the 24" trim cladding which is a 30m roll). East Hants would keep any remaining materials after the work is complete.

### 2.4. East Hants Representative

- 2.4.1. The East Hants Representative for these Services is Evan MacDougall, Manager of Parks Development and Operations. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.



### 3. Terms and Conditions

The following terms and conditions will apply to the performance of the Services, regardless of the method used to contract the Services.

#### Performance

The primary measure of performance will be that the cupola is made watertight. The Contractor will re-perform the Services until this condition is met. Water infiltration around the glass of the cupola or through Roof 1 are not the responsibility of the Contractor unless it can be demonstrated that some act of the Contractor in making the rest of the cupola watertight has resulted in the leakage.

The secondary measure of performance will be how the work looks when completed. Close up details which can be viewed from inside the cupola must be neat and uniform, in particular caulking joints and carpentry, and otherwise acceptable to East Hants, acting reasonably. External details which can only be viewed from the ground must be neat, uniform, straight, and otherwise acceptable to East Hants, acting reasonably. It is critical that the finished work be equal or better in appearance from the ground than the existing cupola finishes.

The third measure of performance will be durability. The Contractor must perform the work in such a way to:

- minimize caulking joints which will need maintenance
- ensure water tightness
- prevent blow-off of siding, roofing or cladding components

To this end, the Contractor will provide a minimum of one year warranty on workmanship and materials. All work must be performed in accordance with applicable building codes.

East Hants expects that any Contractor capable to perform the Services will perform them to a very high standard of quality and safety. East Hants will monitor performance and work with the Contractor to help the Contractor meet or exceed East Hants' expectations. Where the performance of a Service is not satisfactory to East Hants, the Contractor may be required to repair or re-perform the Services (or part thereof) to the satisfaction of East Hants, at no additional cost, before payment is made.

The Contractor must provide a schedule of when they expect to complete the Services for approval by East Hants.

If any part of the Services is found to be deficient or not in accordance with the standards specified in this document, East Hants may, at its sole discretion:

- require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense; or
- if the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the Services. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not an amount to offset, the Contractor must repay any remaining costs back to East Hants in the form of credits of payments already made; and
- if the Services are not being performed to the satisfaction of East Hants, East Hants may remove the Contractor from the Services and engage a third party to complete the remaining Services. In such case, East Hants shall only be responsible for hours and materials used up to the point the Services were taken out of the Contractors' hands.

Unsatisfactory performance may result in the termination of the agreement.

### Indemnification

The Contractor shall indemnify and hold harmless the Municipality of East Hants, its officers, members of municipal council, employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any acts or omissions on the part of the Contractor, its officers, employees, students, agents, volunteers or those for whom you are responsible arising out of this Agreement.

### Insurance

The Contractor shall, without limiting its obligations or liabilities, have and maintain throughout the duration of the agreement, the following insurance in order to remain in compliance with the terms of this Agreement:

- Commercial General Liability (CGL) 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, but not be limited to the following clauses: 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. In addition:
  - The property damage and/or bodily injury deductible for such insurance must be stated on the Certificate of Insurance
  - Such insurance shall have a general aggregate of not less than \$2,000,000.
  - Such insurance shall contain both cross-liability and severability of interest clauses.

Automobile insurance with a minimum limit of \$2,000,000.

- The property damage and/or bodily injury deductible, if applicable, must not be more than \$1,000 per occurrence.
- Insurance on the equipment and materials used to complete the Services, if any. East Hants will not be responsible in any way for lost, damaged or stolen equipment however or by whomever caused.

The Contractor shall provide a Certificate of Insurance evidencing all insurances required in this agreement in a form acceptable to East Hants.

- The Certificate must list the competition number and the description of the Services being performed under the agreement.
- The Contractor must provide a new certificate each time the insurance is renewed, preferably 10 days before the expiry of the insurance.
- The Certificate for CGL must list the Municipality of the District of East Hants as an additional insured.
- The Certificate must provide for 30 days' written notice of cancellation or material change. Any changes to coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

The Contractor shall be entirely responsible for the materials, supplies and equipment used to complete the Services until East Hants accepts the Services or work product, in writing. East Hants will not be responsible, in any way, for lost, stolen or damaged materials, supplies, equipment, or completed, but not yet accepted, Services or work product.



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.

## Termination

In addition to any other clauses within the Agreement with respect to termination and without limiting the foregoing, East Hants may terminate the Services of a Contractor if the Services are not, in East Hants' sole opinion, satisfactory. For greater clarity, East Hants may terminate a Contractor when:

- There have been significant or repeated delays in completing the Services which East Hants can document and which have exceeded three instances during the term of the agreement for Services; or
- Where the Services have not been performed according the schedule provided by the Contractor; or
- The quality of the Service is not to East Hants' satisfaction and, upon this being identified, the Contractor either cannot or does not improve the Service level in the next subsequent performance of the Services or cannot or will not re-perform the Service if so directed; and
- East Hants has made reasonable efforts to communicate its needs to the Contractor and has provided clear direction on its standards of quality as evidenced herein.

The Contractor must take care, in performing the Services, not to inconvenience members of the public.

Should there be site conditions or other unexpected situations which are found by the Contractor during the Term, the Contractor must inform East Hants immediately so such conditions may be assessed and so East Hants may provide guidance on how to proceed. Any increase in planned costs must be approved, in writing, by East Hants prior to such increased costs being incurred. If East Hants issues instructions which may affect the scope of the Services and may result in an increase to cost, the Contractor must advise East Hants and wait for approval from East Hants before proceeding.

The Contractor must keep records of each time Services are performed. Such sheets must be included as back up to the monthly summary provided in support of the Contractor's invoice.

## Safety

Prior to the commencement of any Services and any time the conditions or the scope of the Services may change, the Contractor, with the cooperation of East Hants where necessary, must:

- Perform a hazard assessment and provide East Hants with a copy;
- Have a plan for addressing all known hazards and provide East Hants with a copy;
- Post any required warning signs or install any necessary guards or barriers;
- Locate and mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment. East Hants is responsible for any fees associated with location of services;
- Locate and confirm clearances from nearby structures and overhead obstructions; and
- Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.

The Contractor must take reasonable precautions in completing the Services, including, without limitation, the use of appropriate personal protective equipment (PPE) and high visibility clothing by them and their staff. The Contractor is responsible for traffic control, if so required to complete the Services safely.



The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses, if any, are up to date, the availability and use of personal protective equipment, and to monitor safe work practices.

#### **Responsibility for Damage**

The Contractor shall repair and restore to its original condition any material or surface damaged by their operations.

#### **Confidentiality**

Information provided by East Hants is to be treated as confidential and is not to be disclosed to any third party without the written permission of East Hants except as necessary to perform the Services.

#### **Compliance**

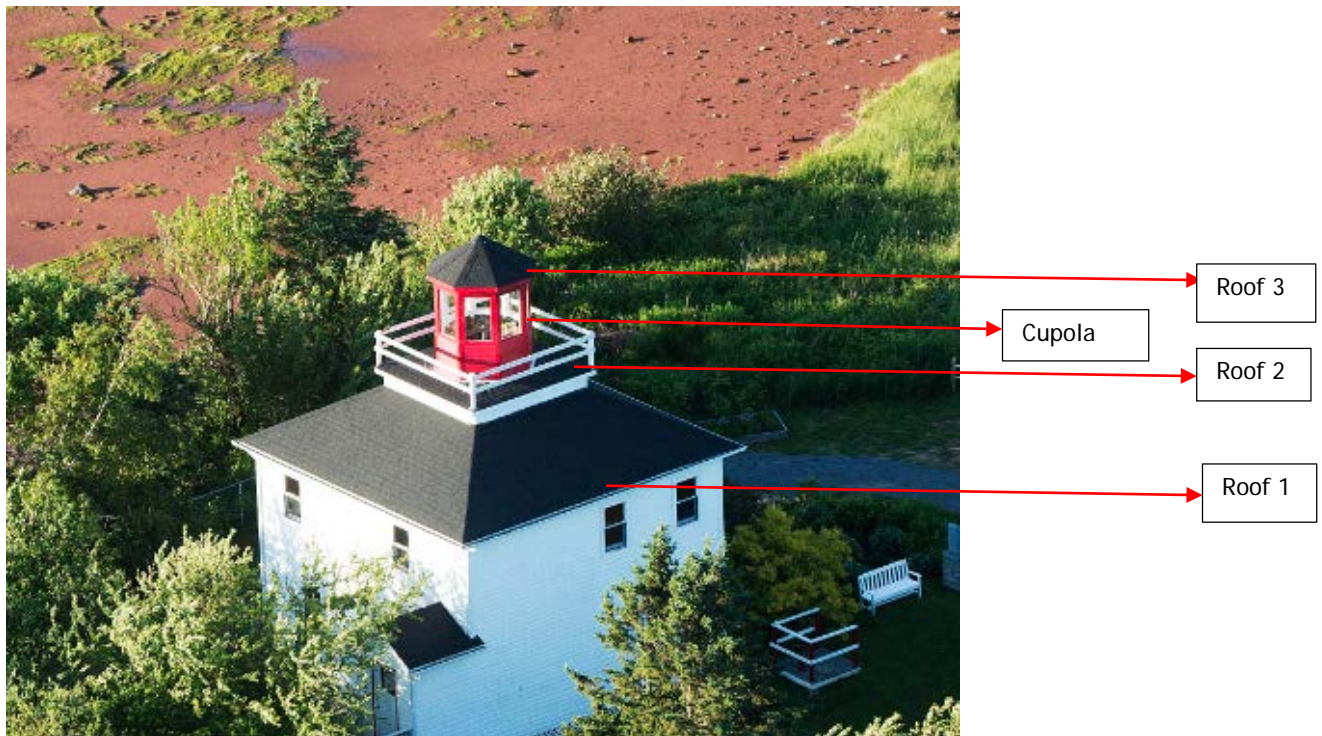
The Contractor shall comply with all Federal, Provincial and Municipal regulations and other authorities having jurisdiction.





## Picture 1:

Depicting Roof Naming:



## Picture 2:

Depicting water staining on underside of Roof 3 above windows





### Picture 3:

Depicting water staining on interior of octagon panels (typical to all panels) and damage to wall plates (at least two, maybe three).



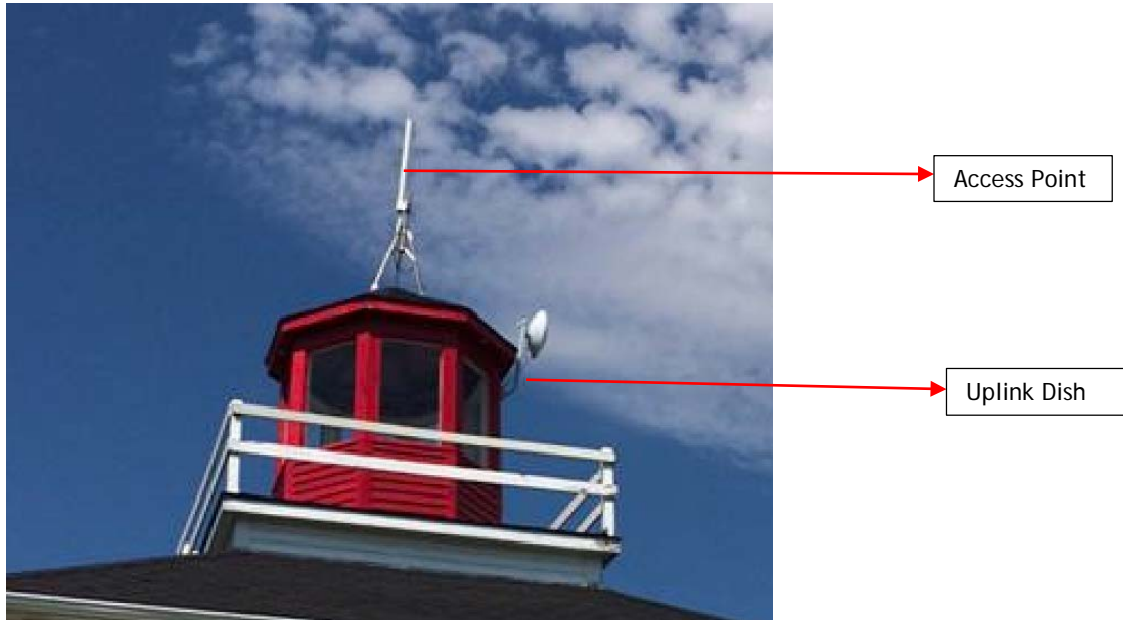
### Picture 4:

Some items install in one panel section that would need to be removed and reinstalled to complete the work.



## Picture 5:

Picture showing Access Point and Uplink Dish.



## Appendix A - Quotation Form

Quotation completed by: \_\_\_\_\_  
(Print name)

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

The Bidder must complete the following table to be submitted with their Quotation.

Description	Lump Sum Cost
Repairs to and waterproofing of cupola, including the supply and installation of roofing materials, cladding materials and siding materials	

The Bidder hereby agrees to supply the Services described in Section 2 at the costs indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Bidder may wish to be reimbursed, except HST. By signing this Quotation Form, the Bidder agrees to be bound by the terms and conditions specified in Section 3 of this RFQ.

Name of Firm submitting Quotation: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date



## Appendix B - Bidder Information

### 1. Contact information for Bidder:

Name of Primary Bidder Firm	
Address	
Phone Number (office)	
Fax Number	
Primary Project Contact Name	
Email Address for Primary Contact	
Cell Phone Number for Primary Contact	

### 2. Employee List

Employee name	Position	Years of Experience	Skilled Trade/ Certifications/Training

3. Bidder must be able to meet the insurance conditions specified in the RFQ prior to the start of Services. Either attach a compliant certificate of insurance or declare the intent to obtain insurance below:

\_\_\_\_\_

4. Bidder must be prepared to register and obtain a Clearance Letter from the Workers' Compensation Board of Nova Scotia for Workplace Injury Insurance prior to commencing any Services. If currently registered with WCBNS, attached your current Clearance Letter. If not currently registered, declare your intent to register below:

\_\_\_\_\_

5. Receipt of the following addenda is hereby acknowledged:

Addendum:	_____	Dated:	_____
	_____		_____
	_____		_____



6. Expected completion date based on an award in the week ending March 24, 2017: \_\_\_\_\_

Please review this RFQ document to confirm you have met all of the requirements for the Quotation, including, without limitation, the labeling requirements. Please verify that all of the schedules, sections and signatures have been completed before sealing the envelope.



## Appendix C – Safety Questionnaire

Contractors wishing to submit quotations to the Municipality of East Hants must complete this questionnaire and submit it with their bid information.

### GENERAL INFORMATION

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

### INSURANCE/WORKERS' COMPENSATION COVERAGE:

Is your company covered by general liability insurance, automotive insurance, umbrella policies, etc., that would cover the cost to damages to and incidents involving third parties?

☐ Yes ☐ No

Is your company in good standing with the Workers' Compensation Board for the Province of Nova Scotia?

☐ Yes ☐ No

If no, please explain \_\_\_\_\_

### SAFETY PERFORMANCE:

Does your company have any non-compliance or outstanding issues with the Nova Scotia Department of Labour and Advanced Education or Nova Scotia Department of Environment, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines?

☐ Yes ☐ No

If yes, please attach a note explaining the details, including current status or resolution.

### SAFETY PROGRAM:

Does your company have a written safety policy signed by management?

☐ Yes ☐ No

Does your company have written safety policies, procedures, and safe work practices applicable to the scope of work to be performed, including clearly defined safety responsibilities for managers, supervisors and workers?

☐ Yes ☐ No

How do you communicate your safety policies and procedures?

\_\_\_\_\_

How often do managers/principals/executive officers visit the work site? \_\_\_\_\_

Please explain how you conduct on-site inspections, including how often they are conducted, what they cover and who conducts them?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Does your company have a risk assessment procedure?

☐ Yes ☐ No

Does your company have a procedure for investigating incidents, accidents, and near misses?

☐ Yes ☐ No

The Contractor shall attach a list and contact information of all supervisors that will be used on site, as well as any safety coordinator or persons responsible for job safety.

Do you provide on the job training to all employees?

☐ Yes ☐ No

Please indicate how you inform your employees, other workers or persons at or near the workplace of any workplace hazards to which they may be exposed.

---

---

Do you have a disciplinary policy in place for anyone committing health or safety violations?

☐ Yes ☐ No

Please describe:

---

---

---

Do you have a Joint Occupational Health and Safety Committee or Representative?

☐ Yes ☐ No

Do you have a preventative maintenance program for tools and machinery?

☐ Yes ☐ No

Please provide any other information relating to other programs or activities that demonstrate your company's safety conduct and in accordance with all health and safety requirements.

NOTE: PLEASE BE ADVISED THAT DURING THE TENDERING PROCESS OR AT ANY TIME DURING THE CONTRACTED WORK, EAST HANTS MAY REQUEST COPIES OF POLICIES, PROCEDURES, RECORDS, OR DOCUMENTATION OF PROOF FOR ANY QUESTIONS ANSWERED ON THIS QUESTIONNAIRE.

