

# Parks, Recreation & Culture

## REQUEST FOR QUOTATIONS

Inspection and Test Services, Aquatic Centre  
RFQ50198

Release date: March 29, 2018

Quotations will be received up to  
3:00:00 pm local time on Tuesday, April 17, 2018

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



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# Contents

1. INSTRUCTIONS TO BIDDERS .....	5
1.1. Introduction .....	5
1.2. Definitions .....	5
1.3. Quotation Deadline .....	5
1.4. Quotation Submission .....	5
1.5. Inquiries .....	6
1.6. Quotation Acceptance (Privilege Clause) .....	6
1.7. Quotation Openings .....	8
1.8. Quotation Validity .....	8
1.9. Cost .....	8
1.10. Quotation Requirements .....	9
1.11. Quotation Evaluation .....	10
2. STATEMENT OF REQUIREMENTS .....	12
2.1. Background: .....	12
2.2. General .....	12
2.3. Conflict of Interest in Testing .....	13
2.4. Qualifications .....	13
2.5. Services .....	14
2.6. Mutual Obligations .....	14
2.7. Documents .....	15
2.8. General Procedures .....	16
2.9. Reports .....	16
2.10. Report Distribution .....	16
Appendix A - Quotation Form .....	17
Appendix B - Bidder Information .....	22
Appendix C - Bidder Questionnaire .....	23



Appendix D – Safety Questionnaire.....	28
Appendix E – Sample Agreement.....	31
<b>BACKGROUND.....</b>	<b>31</b>
<b>DEFINED TERMS .....</b>	<b>31</b>
<b>CONTRACT DOCUMENTS.....</b>	<b>31</b>
<b>INTENT .....</b>	<b>31</b>
<b>TERM .....</b>	<b>32</b>
<b>REMUNERATION .....</b>	<b>32</b>
<b>INDEPENDENT STATUS.....</b>	<b>33</b>
<b>PERSONNEL .....</b>	<b>33</b>
<b>SUBCONTRACTOR.....</b>	<b>33</b>
<b>CONFIDENTIALITY .....</b>	<b>34</b>
<b>INFORMATION COLLECTED.....</b>	<b>35</b>
<b>INDEMNIFICATION.....</b>	<b>35</b>
<b>INSURANCE .....</b>	<b>35</b>
<b>ISSUE REPORTING .....</b>	<b>36</b>
<b>REGULATIONS .....</b>	<b>37</b>
<b>TAXES .....</b>	<b>37</b>
<b>WORKERS’ COMPENSATION.....</b>	<b>37</b>
<b>CONFLICT OF INTEREST .....</b>	<b>37</b>
<b>PERFORMANCE .....</b>	<b>37</b>
<b>CHANGES TO SERVICES .....</b>	<b>38</b>
<b>MATERIALS AND EQUIPMENT.....</b>	<b>38</b>
<b>RESPONSIBILITY FOR DAMAGE .....</b>	<b>38</b>
<b>SAFETY .....</b>	<b>38</b>
<b>TERMINATION.....</b>	<b>39</b>
<b>RECEIVERSHIP .....</b>	<b>40</b>
<b>ASSIGNMENT .....</b>	<b>40</b>



ENTIRE AGREEMENT .....	40
INTERPRETATION .....	40
NOTIFICATION .....	40
GOVERNING LAW .....	41
ENUREMENT .....	41
SEVERABILITY .....	41
WAIVER .....	41



## 1. INSTRUCTIONS TO BIDDERS

### 1.1. Introduction

- 1.1.1. The Municipality of East Hants ("East Hants") requires the services of a qualified Vendor to provide inspection and test services (the "Services") in support of the construction of the new East Hants Aquatic Centre. 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 Goods or 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 **April 17, 2018** at the address listed below:

Municipality of East Hants  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Michael Hatfield

- 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. Bidders shall submit their Quotation as three paper copies and one electronic copy on disk or USB. The Bidder must ensure that all copies they submit are identical in terms of content. East Hants will not accept any responsibility for differences, 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.
- 1.4.2. The Quotation shall be sealed in an envelope and shall be labeled as follows:  
  
"RFQ50198 - Inspection and Test Services, Aquatic Centre"
- 1.4.3. 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.



### 1.5. 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](mailto: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 **3:00:00PM local Nova Scotia time on April 11, 2018.**
- 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.

### 1.6. Quotation Acceptance (Privilege Clause)

- 1.6.1. 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. Emailed Quotations will not be accepted. Incomplete Quotations may be rejected.
- 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. East Hants reserves the right to reject any and all Quotations that, in its sole discretion, are not 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. 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.
- 1.6.14. 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.
- 1.6.15. 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.
- 1.6.16. 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.
- 1.6.17. 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.
- 1.6.18. 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.
- 1.6.19. Bidders are advised that 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.
- 1.6.20. 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.
- 1.6.21. 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.

1.6.22. 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.

1.6.23. One or more of the following trade agreements may apply to this solicitation:

- Atlantic Canada Procurement Agreement
- Canada Agreement on Free Trade

1.6.24. 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. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for compensation of any kind whatsoever as a result of participating in this RFQ and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.

1.6.25. 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 Rates to provide the Services must be in Canadian dollars, exclusive of harmonized sales tax (HST).

1.9.2. The Rates submitted by the Bidder in their Price response must represent all costs necessary to complete each of the identified activities, including, without limitation, all travel expenses, per diem rates or part thereof, meals, labour, supervision, quality control, laboratory costs, overhead and profit, and any other costs which may apply. The Rates must be commercially



responsible, allowing the Bidder to perform the Services in a safe, competent, and professional manner sufficient to complete the activities in a timely fashion.

- 1.9.3. The Rates are to be provided in the Tables specified in Appendix A. East Hants has estimated the number of instances for each activity, but will only pay for an instance of an activity if the instance has been performed.

- 1.9.3.1. The Bidder will provide a Rate for each inspection or test activity identified in Table 1.

- 1.9.3.2. The Bidder will provide a Rate for each preconstruction meeting they are asked to attend as identified in Table 2. This Rate is a per diem Rate, inclusive of all costs, based on the expectation that the meeting will conclude within one business day and will occur at either East Hants' Lloyd E. Matheson Centre or on the construction site itself. This Rate assumes one attendee.

#### 1.10. Quotation Requirements

- 1.10.1. The Services required are described in Part 2, Statement of Requirements. East Hants has tried to clearly describe what it is looking for, how the Services must be supplied, and any support it expects from a Contractor.
- 1.10.2. The Bidder must familiarize themselves with the Requirements in Section 2 before submitting a Quotation. Ignorance of the Requirements will not be accepted as a basis for any claims for extra compensation during the term of the contract. Bidders are expected to understand the requirements and submit their Quotation accordingly; if something is unclear, please ask for clarification.
- 1.10.3. Bidders are must complete and submit with their Quotation Appendix A, the Quotation Form, Appendix B, Bidder Information, Appendix C, the Bidder Questionnaire and Appendix D, the Safety Questionnaire.
- 1.10.4. East Hants needs to understand if the Bidder has the capacity and capability to complete the Services. To do so, East Hants have included a questionnaire which the Bidder must fill out and which will be used when evaluating the quotation, Appendix C, Bidder Questionnaire. A Bidder may provide additional information if they feel it is relevant to their response.
- 1.10.5. The Bidder will provide examples of the type of reports which they typically provide as illustrative of the quality of their work.
- 1.10.6. Bidder must provide three recent examples of where they have provided similar services to other organizations. The example must be summarized to include the following information: Company name, project contact name with phone number and email address, a short description of project, the Services provided by the Bidder, and the date at which the Services were completed. Examples where the most recent activity is less than five years ago are preferred.
  - 1.10.6.1. East Hants may not be used as an example in this context, however East Hants may consider their own experiences with the Bidder for this type of work when evaluating the Bidder's response and the Bidder may mention the work they do or have done for East Hants when discussing experience;
  - 1.10.6.2. The examples are to demonstrate the capability, capacity and quality of the work the Bidder is capable to perform. While examples of similar magnitude as what is being requested are more useful, the Bidder is encouraged to demonstrate how the examples they can provide

demonstrates that they have the capability, capacity and quality to complete these Services, regardless of relative magnitude;

- 1.10.6.3. The companies used as examples may be contacted for references. Please include current contact information if known. If you do not know the current contact information because the contract is finished, please indicate so; and
  - 1.10.6.4. If the project contact from the three examples cannot be used as references because they are no longer in business or because no one associated with the reference project is still employed with the reference company, please include additional current references whom we may contact, regardless of the nature of work.
  - 1.10.7. 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.
  - 1.10.8. Bidders must indicate whether they are the sole undertakers of the work or whether other Vendors or service providers will be used. All vendors and service providers shall be subject to approval by East Hants.
  - 1.10.9. 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.
  - 1.10.10. The Successful Bidder may be required to show proof of insurance. Insurance requirements form part of the Sample Agreement in Appendix E.
  - 1.10.11. The successful Bidder will be required to accept and sign the Sample Agreement included with this RFQ package. Failure to comply with the conditions in this agreement may result in the rejection of the Bidder's quotation or the cancellation of award. Please examine the sample agreement carefully and seek clarifications if you do not understand any of the obligations.
- 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. 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
Price (exclusive of HST)	70
Technical Response, comprised of the following;	
<i>Quality (Verification, quality program, reports)</i>	10
<i>Capacity (staff, equipment, availability)</i>	10
<i>Capability (methodology, qualifications, training and safety information, references)</i>	10
Total Points:	100

- 1.11.4. To determine the estimated contract value:

- 1.11.4.1. East Hants will add the Subtotal of Table 1 and the Subtotal of Table 2 together to determine an estimated contract Price. In cases where there is an arithmetic error, Rates will be used to determine extended prices and subtotals.

- 1.11.5. East Hants will assign points for Price based on the following formula:

(Lowest estimated contract Price divided by the estimated contract Price for the Bidder) multiplied by the Available Points

- 1.11.6. Any award related to this RFQ will be subject to final approval by the Chief Administrative Officer (CAO) and, in some cases, further approval by Council. East Hants reserves the right to make no award in the event all compliant responses are over budget.



## 2. STATEMENT OF REQUIREMENTS

### 2.1. Background:

- 2.1.1. East Hants is in the process of constructing a new Aquatic Centre to be located adjacent to the existing Lloyd E. Matheson Centre on Lot 92-5a1, located on Commerce Court in Elmsdale, Nova Scotia. An overview of the project can be found here:

<https://www.easthants.ca/government/municipal-departments/parks-recreation-culture/news-release-plans-finalized-new-aquatic-centre-east-hants/>

- 2.1.2. East Hants wishes to ensure that the final construction of the new Aquatic Centre is energy efficient and of good quality so they have identified certain assemblies, subject of the list in Table 1, that are to be inspected and/or tested by an independent third party. East Hants' objective is to ensure that any deficiencies that can be identified through inspection and test will be rectified by the General Contractor prior to acceptance of that assembly.

- 2.1.3. The requirements of the individual activities are defined in the specifications and drawings products for the construction project, including any applicable addenda ("Contract Documents"). The Contract Documents are identified as follows:

2.1.3.1. RFC50196 Project Manual - Volume 1, Architectural, Civil, Commissioning, Landscape, and Structural Specifications, as issued for Tender on March 1, 2018;

2.1.3.2. RFC50196 Project Manual - Volume 2, Mechanical and Electrical Specifications, as issued for Tender March 1, 2018;

2.1.3.3. All drawings specified in the Drawing List for the RFC50186 East Hants Aquatic Centre, as issued for Tender March 1, 2018;

2.1.3.4. Addendum 2 to RFC50186, issued March 12, 2018;

2.1.3.5. Addendum 3 to RFC50186, issued March 16, 2018;

2.1.3.6. Addendum 5 to RFC50186, issued March 26, 2018; and

2.1.3.7. Addendum 6 to RFC50186, issued March 29, 2018.

- 2.1.4. The Contractor is responsible to review the Contract Documents so that they incorporate any requirements in their test procedure necessary to ensure their qualitative process is valid.

### 2.2. General

- 2.2.1. The Contractor will provide the inspection and test services (the "Services") identified in Table 1 at the Rates they have specified. The Rates represent all costs related to necessary to complete the inspection and test activities identified, including, without limitation, all travel expenses, per diem rates, meals, labour, supervision, quality control, laboratory costs, overhead and profit, and any other costs which may apply. The Contractor warrants that the Rates are commercially responsible and will allow the Contractor to perform the Services in a safe, competent, and professional manner sufficient to complete the activities in a timely fashion.

- 2.2.2. The list of inspections and tests included in Table 1 is meant to be representative of the approximate number and the expected frequency of the inspection and test activities that will be required. The Contractor will only perform, and East Hants shall only be responsible to pay for, tests and inspections

performed by the Contractor after a written authorization from East Hants to proceed with a specific inspection or test.

- 2.2.3. The construction General Contractor (GC) will have the sole responsibility for the quality of the construction work and will be responsible to test and inspect the work as part of their own quality control system. The inspection and test required under this contract is to be separate from that performed by the GC in accordance with 01 45 00.
- 2.2.4. The Contractor will act in accordance with the requirements of 01 45 00, *Owners' Quality Control*, based on the schedule provided by the General Contractor.
- 2.2.5. The Rates listed in Table 2 are to establish the per diem rate to attend preconstruction meetings at East Hants' premises or the construction site, as deemed appropriate at the time, during the course of the contract. Such Rates will only be paid when attendance to a preconstruction meeting is requested in writing by East Hants.
  - 2.2.5.1. The Contractor is expected to provide one appropriate resource for attendance to this meeting, specifically someone who can contribute to the discussion, if necessary, and who can convey any instructions to the rest of the Contractor's team to prepare for the activity to be inspected or tested.
  - 2.2.5.2. If the Contractor believes additional resources are required, they must obtain authorization from East Hants in advance.

### 2.3. Conflict of Interest in Testing

- 2.3.1. Where the Contractor is the only source for the type of inspection or test required or where the Contractor is employed by GC to complete similar tests, the Contractor must take reasonable steps to avoid conflict of interest, including, where practical, the use of separate personnel to perform tests or inspections for the GC and for East Hants, clear labelling and handling of samples to avoid contamination or error, anonymous sampling, and other protocols that ensure fair and accurate results.
- 2.3.2. Where conflict cannot be avoided, the Contractor must identify the conflict to East Hants prior to completing the inspection and test. East Hants may, in their sole discretion, choose to make other arrangements with respect to an inspection or test where such a conflict of interest is unacceptable to them
- 2.3.3. The results of the inspection and test requested by East Hants will be provided to East Hants or their Prime Design Consultant only, unless otherwise authorized in writing.

### 2.4. Qualifications

- 2.4.1. The Contractor will use proven methods acceptable in the construction industry to complete the Services. The Contractor will have or obtain the necessary training, certifications, and qualifications to be able to render a reliable professional opinion with respect to the Services required in the contract.
- 2.4.2. The Contractor, and any Subcontractors or laboratories used to complete inspection or test Services on their behalf, must be appropriately qualified to complete the inspection or test activity being provided.



2.4.2.1. These qualifications will include, where they are applicable to the testing being completed and without limiting the qualifications that may be required, the following:

2.4.2.1.1. Certification to CSA A283-06 Qualification Code for Concrete Testing Laboratories;

2.4.2.1.2. Certification to CSA W178 with respect to personnel, equipment and procedures for structural steel and welding inspections;

2.4.2.1.3. Level III Welding Inspector who is CSA W178 certified to complete the structural steel and welding inspections;

2.4.2.1.4. Where there is no certification or qualification available, the Contractor will demonstrate sufficient experience in the matter which is to be inspected or tested; and

2.4.2.1.5. All engineers used for the Services are to be licensed to practice in Nova Scotia.

2.4.2.2. The Contractor must have or obtain qualified personnel to complete the tests and inspections. The Contractor may not substitute less qualified personnel to complete the Services than those identified in the contract. In the event more qualified personnel are used by the Contractor to complete the Services, no extra compensation will be provided to the Contractor by East Hants.

## 2.5. Services

2.5.1. The objective of a test is as follows:

2.5.1.1. To inspect and test with sufficient rigour to determine if the work is proceeding generally in accordance with the Contract Documents; and

2.5.1.2. Regularly evaluate the extent of your inspection and testing to determine that it is achieving the objective.

2.5.1.3. If additional inspection and test requirement are identified by the Contractor, they are to be reported to the Prime Design Consultant ("PDC") and East Hants as soon as practical once they are identified.

2.5.2. Inspection and test shall be performed in accordance with the construction documents and at the frequency specified herein. In general, inspect and/or test the first of each element.

2.5.3. This inspection and testing is not intended to serve as any part of the GCs quality control. The inspection and testing company is responsible to East Hants and shall take instructions only from the East Hants or their representative authorized in writing to do so.

2.5.4. In accordance with 01 45 00 clauses 1.5.3 and 1.5.9, if the East Hants requests further inspection or test related to suspect workmanship, East Hants may request the Contractor to provide, and the Contractor will not unreasonably deny the request, separate itemized billing for such inspection and test.

## 2.6. Mutual Obligations

2.6.1. The Contractor must, without limitation:

- 2.6.1.1. Provide sufficient contact points so that East Hants can reach the Contractor during normal business hours (typically 8:30AM to 5:00PM) and an emergency contact number for hours outside of normal business hours. There must be at least one contact who will be responsible for day-to-day customer service related to invoices, complaints and other general contract administration and, where possible, a single point of contact to arrange inspection and testing activities (with sufficient back-up personnel);
- 2.6.1.2. Select and use equipment and methods that minimize the potential for damage to elements being inspected or tested when completing the Services;
- 2.6.1.3. Observe and abide by the General Contractor's site rules and safety requirements. In the event that such rules and requirements conflict with the Contractor's own rules and practices, the PDC shall review and their determination shall be final; and
- 2.6.1.4. When requested to do so, attend pre-installation and other meetings (at the rate specified in Table 1).
- 2.6.2. East Hants, either directly or through their On-Site Representative ("OSR"), PDC or Project Manager ("PM"), will:
  - 2.6.2.1. Provide guidance to the Contractor in matter of compliance to the terms of the agreement;
  - 2.6.2.2. Authorize the frequency of the Services in accordance with the schedule provided by the PDC;
  - 2.6.2.3. Approve or reject changes to the frequency or quality of the Services and document these changes to verify the acceptance of reduced or increased performance; and
  - 2.6.2.4. Record, investigate and respond to inquiries and complaints from the GC or the public.

## 2.7. Documents

- 2.7.1. Verify with and obtain from the PDC the version of Construction Documents which are current at the time the inspection and test are to be completed. In the case where the requirements are substantially changed, the Contractor will identify any additional cost and make an application under the Change provisions of the contract.
- 2.7.2. Obtain the following from the General Contractor:
  - 2.7.2.1. Inspection and test schedule;
  - 2.7.2.2. Shop drawings or other documentation in the GC's possession necessary to complete the inspection and testing Activity;
  - 2.7.2.3. Mill test or other compliance certificates provided by the fabricator or manufacturer;
  - 2.7.2.4. Applicable process, procedure or instruction documents specific to the product or assembly being inspected or tested; and
  - 2.7.2.5. Any other document or information which the Contractor would reasonable have or know necessary to complete the Services.



## 2.8. General Procedures

- 2.8.1. Establish a procedure with the General Contractor whereby you are notified in advance when inspection and testing can be completed.
- 2.8.2. Maintain close contact with the General Contractor to ensure that the inspection and test of designated items is not missed.
- 2.8.3. Conform to the inspection and test requirement prior to proceeding. Base inspection and testing on the Contract Documents and reviewed shop and erection drawings bearing stamp.
- 2.8.4. Except as herein noted otherwise, examine materials and procedures to satisfy yourselves that the General Contractor is, in general, complying with the contract requirements.

## 2.9. Reports

- 2.9.1. Report immediately to the OSR by telephone any deviation from the Contract Documents, giving any recommendations for further testing deemed necessary. No modifications are to be made or instructions given without prior approval of the EH.
- 2.9.2. Issue written inspection reports as they become available. The format of any reports should be consistent in their organisation of information and must, at minimum:
  - 2.9.2.1. Be acceptable to East Hants and their PDC, acting reasonably (i.e. consistent with the examples of reports provided during the solicitation period).
  - 2.9.2.2. Provide clear indication which products, assemblies and, where applicable, specific areas which were inspected or tested.
  - 2.9.2.3. At the beginning of the report, state whether the contract requirements have been met, and list separately members or conditions not meeting requirements. State seriousness of these infractions.

## 2.10. Report Distribution

- 2.10.1. Address reports to the Owner and distribute copies as follows:
  - 2.10.1.1. One copy to Owner in electronic format
  - 2.10.1.2. One copy to Prime Design Consultant in paper format and one copy in electronic format
  - 2.10.1.3. One copy to the General Contractor
  - 2.10.1.4. One copy to the Ready Mix Company, where applicable

## 2.11. Progress

- 2.11.1. Inform the Owner, Project Manager, Prime Design Consultant, in writing, as soon as possible, when expenditures have reached 50% and 85% of the estimate and/or if it appears that the costs of required inspection and test may exceed the estimate.





## Appendix A - Quotation Form

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

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

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

The Bidder must complete the following tables of Rates to be submitted with their Quotation.

Table 1: Quantities and unit Rate per instance of an Inspection or Test

Category	Description	Spec. Section	Qty	Unit Rate	Extension
<b>Concrete Testing and Inspection</b>	Concrete Mix Design Review Including Concrete Mix Design For Tanks	03 30 00	2 Each		
	Concrete Sampling and Testing	03 30 00	40 each		
	Additional Time On Site Due to Down Time		10 Hours		
	Additional Concrete Compressive Strength Tests		8 Each		
	Full Time Inspection for Exposed Concrete Floors Only. Areas to receive tile and wood flooring does not require additional supervision		8 hours		
	Floor Flatness Test: 03 35 00 3.3	03 35 00	1 Each		
	Below-Grade Vapour Barrier	07 26 16	1 Each		
<b>Masonry</b>	Complete field control tests in accordance with CSA S304.1-04 and per Item 7 of the Masonry Notes				
	Mortar and Grout Mix Design Review	04 05 00	2 Each		
	Test 3 masonry units per 500m2		10 Each		
	Test Mortar to CSA A-179 for 500m2		10 Each		
	Test Grout to CSA A-179 for 15m3		6 Each		

Structural Steel	Visual Inspections and Non Destructive Evaluation Including Site Welding Activities for Structural Steel. Check bolts for torque, steel members for plumb and NDT for welding not covered by S101	05 12 00	3 Inspections		
Steel Joists	Visual Inspections and Non Destructive Evaluation of Steel Joist Installation for 50% of Steel Joists per 05 21 00 3.2.1 & .2	05 21 00	2 Inspections		
Steel Deck	Visual Inspection and Non Destructive Evaluation of Steel Deck Installation	05 31 00	1 Inspections		
Nail Laminated Timber Deck I Cross Laminated Timber Deck	Visual Inspection and Non Destructive Evaluation of Wood Deck Installation	06 15 15 & 06 18 00	2 Inspections		
Self-Adhered Sheet Waterproofing	Visual Inspection and Non Destructive Evaluation of Sheet Waterproofing - Sheet Adhesion Pull Test	07 13 26	1 Inspection		
Thermal Insulation	Visual Inspection and Non Destructive	07 21 00	5 Inspections		
Air Barrier Systems	Visual Inspection and Non Destructive	07 27 00	5 Inspections		
Aluminum Panel Cladding Systems	Not Required except for A/B and Insulation behind is to be inspected	07 46 16	1 Inspections		
Metal Cladding	Visual Inspection and Non Destructive	07 46 19	5 Inspections		
Aluminum Framed Glazed Systems	Visual Inspection and Non Destructive	08 44 00	8 Inspections		
	Water Leakage Test on Skylight System	08 44 00	1 Inspection		
PVC Roof	Roof Inspection I Review I Reporting	07 54 19	5 Inspections		
High Performance Paint Coating:	NACE III Paint Inspection (Dry Film) - Shop	09 96 15	4 Each		
	NACE III Paint Inspection - Field		2 Each		
	NACE III Sandblast Inspection		4 Each		



Splash Pad	Concrete Sampling and Testing	03 30 00	6 Each		
	Additional Time On Site Due to Down Time		8 Hours		
	Additional Concrete Compressive Strength Tests		1 Each		
Natatorium Pool	Concrete Sampling and Testing	03 30 00	20 Each		
	Additional Time On Site Due to Down Time		8 Hours		
	Hard Tile Pull Adhesion Test		1 Each		
Exterior Envelope Testing	Air Leakage Testing		1 Each		
Infrared Thermography	Infrared Thermography		1 Each		
Table 1 Subtotal: Total Inspection and Test (less HST)					



Table 2: Attendance to preconstruction meetings.

Meeting Requirement	Specification Description	Affected Sections	Qty	Unit Rate	Extended Cost
Cast In Place Concrete	Pre-Pour Floor Slabs (Concrete Reinforcing Steel, Concrete, Concrete Floor Finishing & Below-grade Vapour Barrier	01 31 19 (includes 07 26 16)	1	\$	
	Pre-Concrete Foundations (Concrete Reinforcing Steel & Concrete)	03 32 00 & 03 30 00	1	\$	
Masonry	Masonry Procedures	04 04 00	1	\$	
Structural Steel I Metal Joists I Steel Deck	High Performance Paint Coating	09 96 13	1	\$	
	Structural Steel, joist and decking	05 12 00, 05 21 00 & 05 31 00	1	\$	
Wood Decking	Wood Deck Preconstruction Meeting (Nail-laminated & Cross-laminated Timber)	06 15 15 & 06 18 00	1	\$	
Exterior Envelope Meeting	Architectural Precast Concrete, Thermal Insulation, Air-barrier Systems, Aluminum Panel Cladding System, Metal Cladding Systems. Wood Soffits	03 48 00, 07 21 00, 07 27 00, 07 46 16 & 19 & 23, 07 54 19	3	\$	
	PVC Roofing & Aluminum Framed Glazing System	07 54 19 & 08 44 00	1	\$	
Moisture Protection	Bituminous Damp Proofing, Self-adhered Sheet Waterproofing & Graffiti Protection Sealer	07 11 13, 07 13 26 & 07 19 28	1	\$	
Firestopping and Smoke Seals	Firestopping and Smoke Seals	07 84 00	1	\$	
Splash Pad Installation Meeting	Cast In Place Concrete & Splash Pad Installation	03 30 00 & 13 11 12	1	\$	
Swimming Pool Tanks and Deck	Concrete Formwork, Integral Crystalline Waterproofing, Concrete Reinforcing Steel, Cast In Place Concrete, Swimming Pool Tanks and Deck, Swimming Pool Waterproofing and Tiling & Pool Waterslide	03 10 00, 03 15 20, 03 30 00, 13 11 13 & 20, 13 14 13	1	\$	
Table 2 Subtotal: Total for Meetings (less HST)					

Receipt of the following addenda is hereby acknowledged:

Addendum:	_____	Dated:	_____
	_____		_____
	_____		_____

The Bidder hereby agrees to supply the Services described in Section 2, Statement of Requirements at the Rates 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 they have examined the existing conditions, understand the requirements and agree to be bound by the terms of the Sample Agreement included in this RFQ document.

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	
Fax Number	
Primary Project Contact Name	
Email Address for Primary Contact	
Cellular Number for Primary Contact	

### 2. Declarations:

- a) Bidder has read, understands and will, if awarded the work, comply with insurance requirements specified in the Sample Agreement. East Hants may reject Quotations if this section is left blank, or if answer is conditional, or if the answer does not indicate acceptance:

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- b) Bidder will, if awarded the work, obtain and will maintain for the duration of the contract Workers' Compensation Board of Nova Scotia workplace insurance coverage (attach Letter of Good Standing if available). East Hants may reject Quotations if this section is left blank, or if answer is conditional, or if the answer does not indicate acceptance:

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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 – Bidder Questionnaire

Bidders may use a separate sheet to respond to these questions provided they include this form and specify which questions are being answered on the sheets they submit. If completing some answers on this form and supplementing with other sheets, please clearly cross reference those sections being answered elsewhere. Bidders may use tables wherever it is more efficient for them to do so.

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

Name of Person completing form: \_\_\_\_\_

Email Address of person completing the form: \_\_\_\_\_ Phone# \_\_\_\_\_

### PERSONNEL:

- a) Do you subcontract the performance of any tests or inspections? If so, indicate each subcontractor(s)'s name(s) below. This includes listing of any laboratories you may use during the course of the Services.

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- b) Provide a summary of the skills and qualifications experience you expect each employee to have when completing specific Inspection and test activities. Bidders do not have to name specific employees, however they will be expected to provide employees with the requisite skill when performing the Services.

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- c) Provide a summary of any qualifications, accreditation or certifications the Bidder's company may have that would be relevant to these Services?

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- d) Provide a summary of any qualifications, accreditation or certifications the subcontractors and laboratories used by Bidder have that would be relevant to these Services?

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EXPERIENCE:

- a) Does your company, subcontractors and laboratories have experience providing the type of inspection and test required by these Services? Describe any other experience you have with respect to these types of Services. This may be combined with other questions when the response is in a table.

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**SAFETY:**

- a) In addition to completing the safety questionnaire, describe your approach to safety with respect to these Services. What are some of the hazards/risks you typically identify for this type of Services and how do you mitigate them?

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**METHODOLOGY:**

- a) Provide a general overview of how you intend to provide the Services. Speak to how you verify the quality of your work, typical procedures, inspection and test protocols, and reporting.

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- b) What methods do you use to document the tests and inspections as they are completed (e.g. paper templates, electronic tools and applications)?

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c) Describe how you typically interact with the General Contractor? The Prime Design Consultant? The Owner? This may include any protocols you use, methods of communication, a description of the typical relationship (impartial, cognizant of the interest of the parties, etc.).

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EXAMPLES:

Provide examples as specified in Section 1.10.

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## Appendix D - Safety Questionnaire

Company Name:	Date:
Company Address:	Phone No.:
	E-mail:
Description of Work:	

### SAFETY CERTIFICATION

1. Are you currently WCB Safety Certified <http://www.wcb.ns.ca/Workplace-Injury-Insurance/WCB-Safety-Certified.aspx>? If yes, please provide proof with your submission instead of completing this form.

☐

YES

☐

NO

Note: Out-of-province companies may submit a current and valid Certificate of Recognition (COR) from their province of origin, or from another recognized safety association which uses an external audit element, for consideration.

### SAFETY PERFORMANCE

2. Does your company have any non-compliance or outstanding issues with the Nova Scotia Labour and Advanced Education or any other provincial jurisdiction, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? If yes, please attach a note with details, including the current status or resolution.

☐

YES

☐

NO

### SAFETY PROGRAM

3. How many employees do you have? \_\_\_\_\_
4. Does your company have a written health and safety policy signed by management (5+ employees)?

☐

YES

☐

NO

☐

N/A

5. Does your company have a Joint Occupational Health and Safety Committee (20 + employees)?

☐

YES

☐

NO

☐

N/A

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

☐

YES

☐

NO

7. Does your safety policy require sub-contractors to meet the same standard of safety that you maintain? Do you require them to maintain WCB coverage, insurance and safety programs in accordance with legislation?

☐

YES

☐

NO

☐

N/A

If "N/A" is checked, please explain (e.g. do not have sub-contractors)\_\_\_\_\_

8. Describe your company process for communicating your safety policies, procedures and known hazards? Please check all applicable methods.

YES	PROCESS
<input type="checkbox"/>	Tool box meetings
<input type="checkbox"/>	Handbooks
<input type="checkbox"/>	Website
<input type="checkbox"/>	E-mail communications

Other:\_\_\_\_\_

9. Do you provide safety training to your employees, as it relates to the work being performed for the Municipality, which is documented?

☐

YES

☐

NO

10. Does your company have an incident reporting process that includes tracking, investigating and reporting incidents?

☐

YES

☐

NO (refer to Municipality's Incident Reporting Program)

11. How do you correct unsafe behaviour? (e.g. disciplinary policy or process)

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12. Does your company have a preventative maintenance program for tools and machinery where applicable?

☐

YES

☐

NO

☐

NA

If no, please explain why below:

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13. Please be advised that during the tendering process, or at any time during the contracted work, East Hants may request copies of policies, training records, procedures, etc. as proof that the answers on this questionnaire are true. Do you agree to provide this information if requested?

☐ YES

☐ NO

I, \_\_\_\_\_ (printed contractor name) confirm the information provided is true and correct as of the date of this submission. I will report any changes to this information prior to accepting award of any work as well as changes that occur during the performance of the services.

Upon award, I agree to provide a list of contact information of all supervisors that will be used on Location, as well as any safety representative or persons responsible for job site safety.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor's Signature



## Appendix E - Sample Agreement

THIS AGREEMENT is effective <<date>>, 2018 ("Effective Date")

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act (SNS 1998, c. 18)*, having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called "East Hants"

~and~

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the "Contractor")

### BACKGROUND

East Hants wishes to retain the Contractor to provide <<describe the services>> ("the Services"), more fully explained in Section 2, Services Description.

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

### DEFINED TERMS

- 1 Services means the services supplied by the Contractor as specified within this agreement.
- 2 East Hants Representative means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this agreement.

### CONTRACT DOCUMENTS

- 3 This agreement consists of the following documents: (NTD: These are the documents that define the agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, these will be included or the modifications made to the documents will be incorporated.)
  - a. This Agreement;
  - b. Section 2, Services Description;
  - c. RFC50196 Project Manual - Volume 1, Architectural, Civil, Commissioning, Landscape, and Structural Specifications, as issued for Tender on March 1, 2018;
  - d. RFC50196 Project Manual - Volume 2, Mechanical and Electrical Specifications, as issued for Tender March 1, 2018;
  - e. All drawings specified in the Drawing List for the RFC50186 East Hants Aquatic Centre, as issued for Tender March 1, 2018;
  - f. Addendum 2 to RFC50186, issued March 12, 2018;
  - g. Addendum 3 to RFC50186, issued March 16, 2018;
  - h. Addendum 5 to RFC50186, issued March 26, 2018; and
  - i. Addendum 6 to RFC50186, issued March 29, 2018.

### INTENT

- 4 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.



- 5 The Contractor warrants that it has the necessary resources to complete the Services in a safe, competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, plant, equipment, materials, adequate financial resources, and any other unique or general resources necessary to complete the Services.

#### TERM

- 6 This agreement shall commence on the Effective Date and shall end:
- a. When all required Services are completed to the satisfaction of East Hants, unless the agreement is terminated earlier in accordance with the terms of this agreement; and
  - b. No later than December 31, 2019, unless extended by mutual agreement between the parties, in writing.

#### REMUNERATION

- 7 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.
- 8 No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.
- 9 In addition:
- a. Remuneration, or part thereof, is only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
  - b. Invoices for Services must be submitted at least monthly by the Contractor and must be supported in such detail as East Hants may request.
  - c. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
  - d. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
  - e. No payment made by East Hants under this agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the agreement.
  - f. East Hants may reject an invoice on the basis that the Services it refers to are, in its sole opinion, incomplete or unsatisfactory. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in the East Hants's sole opinion, East Hants may terminate the agreement.
  - g. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
  - h. In the event the agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination.



- o. The Contractor shall be solely responsible to pay all costs and expenses arising out of this agreement, whether or not East Hants intends to reimburse the client for them.

#### INDEPENDENT STATUS

- 10 The Contractor will provide the Services to the East Hants as an Independent Contractor and not as an employee.

Accordingly:

- a. The parties acknowledge that the Contractor and any subcontractor they may engage, and their respective employees, are not, nor are they deemed to be, employees of East Hants within the meaning set out in any employment legislation that may be applicable, or otherwise.
- b. The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Contractor or amounts paid by the Contractor to its employees or contractors.
- c. The Contractor also agrees to indemnify East Hants from any and all claims in respect to East Hants's failure to withhold and/or remit any payroll taxes, employment insurance premiums, Canada Pension Plan contributions, or similar payroll deductions.
- d. Further, the Contractor shall be solely and entirely responsible for all payments under the applicable Workers' Compensation legislation as it relates to their ability to provide service and receive payment.
- e. The Contractor agrees that as an Independent Contractor, the Contractor, and any person for whom it is legally responsible, will not be qualified to participate in or to receive any employee benefits that East Hants may extend to its employees.
- f. The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- g. The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

#### PERSONNEL

- 11 The Contractor is advised that East Hants expects personnel having the skills, training and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training and qualifications as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 12 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions or renovations, or demonstrated incompetence may be cause to have an employee removed.

#### SUBCONTRACTOR

NTD: Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the Contractor wishes to use subcontractors for some or all of the Services, they must make such a request in accordance with the CHANGE provisions of the agreement and additional conditions may apply."

- 13 The Contractor is advised that the subcontractor listed in the Contractor's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the agreement.
- 14 If the Contractor finds that a subcontractor named in this agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
- Identify the reasons why the named subcontractor cannot complete the Services;
  - Provide the name, qualifications and experience of the proposed replacement subcontractor;
  - Make such request in writing; and
  - Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 15 Permission to replace a subcontractor will not be unreasonable withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this agreement.

#### CONFIDENTIALITY

- 16 In the course of discharging its duties under this agreement, the Contractor, its agents and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 17 The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Contractor agrees that if an employee or agent will receive Confidential Information as contemplated in this section, it will obtain a confidentiality agreement from such employee or agent which provides equal or greater protection to the Confidential Information than set out in this section.
- 18 The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information.
- 19 Upon termination of the Agreement for any reason, the Contractor will return to the East Hants any and all documents in its possession, electronic or otherwise, containing Confidential Information.
- 20 The Contractor recognizes that if any of the provisions of this section are violated, East Hants is entitled to an injunction to prevent it from disclosing Confidential Information and/or using Confidential Information for any purpose. The Contractor further recognizes that East Hants would be entitled to other legal remedies, including legal fees and costs in the event of such a violation.
- 21 The use and disclosure of the confidential information shall not apply to information which
- Was known to the Contractor before receipt of same from East Hants; or
  - Becomes publicly known other than through the Contractor; or
  - Is disclosed pursuant to the requirements of a governmental authority or judicial order.

**INFORMATION COLLECTED**

- 22 All information and material produced by the Contractor in the course of the Services, including, but not limited to, calculations, design notes, test results, inspection reports, criteria, graphs, figures, maps, reports, drawings, analysis, profiles, and plans (the Information”), will become the property of East Hants and an electronic copy of such Information must be turned over to East Hants upon completion or termination of the Services.
- a. The Contractor understands that East Hants intends to use the Information to perform the business of the Municipality of East Hants; to that end, the Contractor agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion.

**INDEMNIFICATION**

- 23 The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this agreement, and shall survive this agreement.

**INSURANCE**

- 24 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000.00 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.
- 25 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, 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 Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
  - c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 26 The Contractor must have and must maintain automobile insurance in the amount of \$5,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage.
- 27 The certificate of insurance must provide for 30 days' written notice of cancellation or material change for Commercial General Liability insurance and 15 days' written notice in the case of automobile insurance. The Contractor must provide a new certificate of insurance each time the insurance is renewed and for the duration of this contract.
- 28 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.



- 29 In addition:
- a. The Contractor'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 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, including requirements to list East Hants as an additional insured.
  - c. Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
  - d. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately.
    - a. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement.
    - b. The Contractor will be responsible to reimburse East Hants for any workplace insurance premiums which WCBNS may require East Hants to pay with respect to Services performed by a Contractor during a period when the Contractor was not in Good Standing.
  - e. 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.

#### ISSUE REPORTING

- 30 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the Services. East Hants shall provide a contact list for this purpose, including a sub-list of designated emergency contacts.
- 31 The Contractor will report any issues to the East Hants with respect to the performance of the Services, the condition where the Services are performed, or that have been communicated to them by the third parties. The frequency of reporting will be determined by the relative urgency of the issue:
- a. Emergency or condition-related issues affecting the condition of a worksite, affecting safety or security, or other issue where immediate response is required shall be reported directly to the first authority on the site the Contractor can find or the appropriate authority to address the emergency (e.g. emergency services such as 911).
    - a. Authorities on site include the General Contractor ("GC") or their representative, the Prime Design Consultant ("PDC") or their representative, East Hants' Project Manager ("PM"), On-Site Representative ("OSR"), or other East Hants representative who is designated as an emergency contact.
    - b. If no representatives are on site or can be found, the Contractor shall send an email to all emergency contacts on the emergency contact list for these Services and attempt to contact at least one emergency contact by telephone.
  - b. Issues where a response is required within one to three business days shall be communicated to Project Manager and the Prime Design Consultant, or their designates, by email;
  - c. Issues where the response is not urgent shall be communicated to the OSR or the Project Manager at the next possible opportunity; and
  - d. The Contractor must be prepared to periodically review and discuss the status of issues.

**REGULATIONS**

- 32 The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction.

**TAXES**

- 33 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 34 The Contractor shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Contractor.
- 35 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 36 In the event of additional taxes being imposed during the course of the agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

**WORKERS' COMPENSATION**

- 37 The Contractor must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.

**CONFLICT OF INTEREST**

- 38 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this agreement, must be identified.

**PERFORMANCE**

- 39 If any part of the Services is found to be deficient or not in accordance with the terms of this agreement, East Hants may, at its sole discretion:
- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the agreement; or
  - b. 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 work or to perform the Services or to perform such corrections or to perform such Services themselves. 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 amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
  - c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
  - d. East Hants may terminate the agreement in accordance with the Termination clauses herein.

- 40 East Hants shall be the sole judge of the adequacy of the performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when equipment, methods or performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections.

#### CHANGES TO SERVICES

- 41 In the event that an activity can or needs to be changed or that the frequency associated with an activity is either excessive or insufficient, East Hants and the Contractor will work together to update the applicable Requirements with the following to apply:
- a. Requests for changes to the Services must be submitted in writing by the party requesting the change. Changes to the Services may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the agreement;
  - b. If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected.

#### MATERIALS AND EQUIPMENT

- 42 The Contractor is responsible to provide all labour, equipment and materials necessary to complete the Services.
- 43 Equipment used in the Services must be safe, in compliance with any applicable regulation related to operating the type or class of equipment, reliable, suitable to complete the Services, and, notwithstanding any additional requirements we may require, properly insured.
- 44 The Contractor is responsible to operate their equipment safely, in compliance with the manufacturer's guidelines and best practice for the industry. Where applicable, the Contractor will ensure all safety mechanism are working properly, that staff are trained in their use, and that guards are in place.
- 45 The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses are up to date, and to monitor safe work practices.
- 46 Any materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used.
- 47 East Hants will not be responsible in any way for lost, stolen or damaged materials or equipment.

#### RESPONSIBILITY FOR DAMAGE

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

#### SAFETY

- 49 At the beginning of the agreement and, where advisable prior to the commencement of any instance of the Services, the Contractor must:

- Perform a hazard assessment;
  - Remove or mitigate all known hazards;
  - Post any required warning signs or install any necessary guards or barriers;
  - Identify and, if necessary, 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;
  - Locate and confirm clearances from nearby structures and overhead obstructions such as power lines; and
  - Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.
- 50 The Contractor must, over the Term of the agreement, advise East Hants if the information submitted on their Safety Questionnaire changes.
- 51 The Contractor must verify that their employees are using appropriate personal protective equipment (PPE) in the performance of these Services. Failure to enforce the use of PPE may result in Termination of the agreement for these Services.
- 52 The Contractor shall perform work in a manner that does not create any unsafe or dangerous situations to pedestrians, motoring public, other workers on the worksite, adjacent properties, or other passers-by while the Services are being performed.
- 53 The East Hants Representative, the PDC, GC, OSR or PM, or their designates, may, with advance notice and where not prohibited by the nature or location of the inspection or test activity, attend any inspections or tests.

#### TERMINATION

- 54 East Hants may terminate this agreement at any time, for any reason, by providing thirty days written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 55 Notwithstanding the above, East Hants may terminate this agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.
- 56 East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the agreement.
- 57 East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.
- 58 Termination of the agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

## RECEIVERSHIP

- 59 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into an agreement with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor.

## ASSIGNMENT

- 60 The Contractor may not transfer or assign this agreement without the express prior written permission of East Hants. Assignments or transfers which are attempted to be made to this agreement without such permission will be void.

## ENTIRE AGREEMENT

- 61 The agreement, together with the Exhibits and Schedules, form the complete agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific agreement.

## INTERPRETATION

- 62 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the agreement. Any numbers or changes of gender will be interpreted in context.

## NOTIFICATION

- 63 Except as specified elsewhere, notifications of a general nature related to this agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Notifications of a material nature such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.

- 64 The Notifications shall be addressed as follows:

- a. By mail, in person or courier to East Hants:

Municipality of East Hants  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Kate Friars

- b. By email to East Hants:

Primary: [kfriars@easthants.ca](mailto:kfriars@easthants.ca)  
Cc: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)

- c. By mail to the Contractor:

<<Company Name>>  
<<Address>>

Attention: RFP<<#>>, <<Name>>

- d. By email to Contractor:

Primary: <<email address>>





**GOVERNING LAW**

- 65 The laws of Nova Scotia shall govern this agreement. If any dispute should arise under the terms of this agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

**ENUREMENT**

- 66 This agreement shall ensure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

**SEVERABILITY**

- 67 If a provision of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**WAIVER**

- 68 The waiver or breach of any provision of this agreement shall not form precedence for future breaches of that provision or any other provision of this agreement.

**SIGNED** hereunder by representatives of the parties with authority and capacity to do so:

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	<<CONTRACTOR LEGAL NAME>>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

