

TIN SMITH MUSEUM EXTERIOR PAINTING

RFQ50201 Specifications - Painting, May 2018

PART 1 - SCOPE OF WORK

All work under this project will take place at the Tin Smith Museum in Shubenacadie, NS.

The painting services are to be priced as a lump sum except as noted. The lump sum will include preparation for painting, painting (in the selected colours), and clean-up for all exterior wall surfaces, corner trim, trim apron (top of wall), soffits, painted posts and covered beams, and the underside of porches.

Doors and windows are included in the lump sum to the following extent:

- Except as noted, previously painted doors will be painted to match the existing colour
- Except as noted, brickmould, frames, and sashes are to be painted except where they are vinyl. Where there is a storm sash or a different colour sash, repaint all surfaces in their existing colour or closest match.
- The following windows are not included: driveway side windows shown in Figure 2, the windows shown in figure 3 to the left of the awning, the windows under the porch shown in figure 10, and the black and red colours (but not excluding the white areas) around the front doorway.

The stairs, porch posts and porch rails shown in figure 10 are not included, though the covered beams are included. The handrail and posts shown above the porch in Figure 1 are to be price separately on the bid form as a provisional item.

There are several sections where the wood shingles show significant deterioration, damaged due to grass trimming, and areas where shingles have been loosened or are damaged. East Hants have estimated that approximately 500 square feet of wooden shingles would have to be replaced, most of that on the driveway side wall. If the contractor believes the damaged shingles are salvageable and will hold paint consistent with the rest of the wall, East Hants will only replace the missing or damaged shingles. The Contractor must advise Wendy Hill, prior to the commencement of any work, if they believe more than 500 square feet of wood shingles require replacement. If, during the course of the work, it is found more wood shingles than estimated will require replacement, the Contractor must obtain Wendy Hill's permission prior to proceeding.

Apply caulking at corners and windows to seal any gaps.

Where hardware is currently painted the same colour as the wall, the Contractor may repaint in the same way. Where the current hardware or fixtures are not painted or are painted a different colour, the Contractor must take care to paint around these items.

The Contractor will supply all labour, equipment, materials, etc., and all other costs necessary to complete the Work described herein to the satisfaction of East Hants.

PART 2 - QUALITY ASSURANCE

The best practices specified or recommended in the Architectural Painting Specifications Manual, published by the Canadian Paint and Coatings Association, shall govern for painting materials, methods and procedures, unless specified otherwise by paint manufacturer.

PART 3 - JOB CONDITIONS

- A. A hand sketch of the footprint of the building has been provided for reference purposes only. Potential Bidders are encouraged to view the property before placing a bid. To view, contact Wendy Hill at whill@easthants.ca at least 24 hours prior to your visit and provide the date and approximate time you intend to show up. We wish to provide advance notice to volunteers who may be working in the museum.
- B. East Hants will not attend site viewings and staff at the museum cannot answer any questions with respect to this RFQ. Any questions which arise during the site viewing or as a result of preparing a response to this RFQ are to be sent, in writing, to Mike Hatfield at mhatfield@easthants.ca.
- C. Access to the museum is not allowed during the performance of the Services, but East Hants will arrange for access to running water if that is required.
- D. Contractors must work carefully around downspouts and avoid getting paint on them. There are some intricate joints which must be maintained or reinstated if damaged.
- E. There is a small ceiling above the front door which is included even though separated by trim from the main underside of the porch adjacent to the road.
- F. Stairs, deck floors and railings are not part the scope of this work, with the exception of the painted support posts on the front of the building or where we have asked for separate pricing.
- G. One side of the property is bordered by the driveway which allows access to the rear parking lot. Painting for this side of the building will be restricted to days when the museum is closed and the Contractor must devise methods to prevent anyone trying to access this driveway while they are working, including covering the sign indicating the driveway.
- H. Care must be taken not to obstruct pedestrian traffic when working on the front of the building adjacent to the road. High visibility clothing is required when working near the road or in the driveway.
- I. The Contractor is to report any additional damage or issues they discover to Wendy Hill, East Hants Representative, and obtain direction on how to proceed before taking any additional action.
- J. Install protection covers or mask surfaces adjacent to those receiving treatment to protect existing surfaces from damage and soil. Take particular care in storage and mixing areas that floors are protected by tarpaulins and metal pans. Place cloths and other disposable finishing materials that are a fire hazard in closed metal container containing water, and remove from property every night.
- K. Replace and/or reinstall hardware or fixtures that are removed in order to complete the painting once the work is finished.
- L. Post "wet paint" signs throughout freshly painted areas & remove when finishes are dry.
- M. Exhibit 1, a sketch of the approximate building footprint, has been included for reference.
- N. Exhibit 2, some pictures of the property, has been included for convenience and reference purposes.

PART 4 - PRODUCTS

- A. All paints are to be provided from manufacturers and in colours approved in advance by Wendy Hill, East Hants Representative. Any substitutions in paint manufacturer or colour, once approved, must be authorized by the Owner in writing.
- B. Samples of the burgundy colour which may be necessary to match the colour will be taken from areas which are have not been subject to fading.
- C. Paints shall be supplied ready mixed. Do not incorporate adulterants.
- D. The Contractor is responsible to provide all labour, equipment and materials necessary to complete the Services. Such equipment 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, if applicable, properly insured.
- E. Any equipment or materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used.
- F. The Contractor may, by prior arrangement with Wendy Hill, East Hants Representative, stockpile or store equipment and materials on Site for use in performing the Services. The Contractor would do so at their own risk and East Hants will not be responsible in any way for lost, stolen or damaged materials or equipment.

PART 5 - PREPARATION

- A. The Contractor is to replace all damaged shingles in a section prior to starting to paint in that section.

- a. The bottom of shingles which have been replaced must be in line with shingles in that row. The intent is to have straight rows of shingles with an exposure consistent with the existing.
 - b. Shingles must be installed as per manufacturer's recommendations to minimize gaps due to shrinkage or buckling due to being installed too tightly.
 - c. Replacement shingles must be fitted securely.
- B. Existing Painted Surfaces: Remove finish that is incompletely bonded to substrate.
- C. Except as noted, smooth uneven and rough surfaces. Lightly sand sharp edges of previous layers of paint.
- D. Establish a good bonding surface by roughing-up and dry-sanding the existing surface.
- E. Ensure that all surfaces to be painted are properly cleaned and prepared. Remove any mildew, staining or natural growth using appropriate cleaners.
- F. Remove all dust which may affect adhesion of new paint or primer.
- G. Re-prime areas laid bare by preparation.
- H. Pressure washers may not be used for these Services.
- I. The materials used to complete the Services must be compatible with the existing paint and finishes, as well as each other.
- J. The paint manufacturer should be consulted for recommendations regarding priming or sealing a substrate and for proper combination of products to be used.

PART 6 – PAINT APPLICATION

- A. Apply finishing materials at proper consistency, free from brush marks, sags, crawls, streaks, runs, laps, skips, voids, missed areas, and other perceptible defects, and with even colour, sheen and texture.
- B. Apply finishing materials to ensure full coverage of existing paint (minimum of two coats), and at a rate not to exceed that recommended by the manufacturer for the applicable surface.
- C. Install caulking and other finishing compounds as required.
- D. Make clean true junctions with no overlap between adjoining applications of finish coatings.
- E. Leave all parts of moldings and ornaments clean and true to details with no undue amount of coating in corners and depressions.
- F. Use materials of a single manufacturer in each coating system.
- G. Protect all exterior surfaces, including landscaping, walks, drives, all adjacent building surfaces (including glass, aluminum surfaces, etc.), equipment and any labels or signage, from repainting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by a failure to provide such protection.
- H. Do not commence application unless substrates and environmental conditions are acceptable for the application of products.
- I. The Contractor will make repairs if the repainted surface lacks uniformity or soundness based on the presence of any of the following:
 - a. Brush/roller marks, streaks, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, or foreign materials in paint coatings.
 - b. Evidence of poor coverage at nail heads, lap joints, crevices, pockets, corners or angles.
 - c. Damage due to touching before paint is sufficiently dry or other cause.
 - d. Damage due to application on moist surfaces, damage from weather, or damage from application over inadequately prepared surfaces.
 - e. Damage as a result of wind-blown contaminants (dust, sand, etc.).
- J. Repainted exterior surfaces will be considered unacceptable, and subject to re-performance under the Performance conditions herein, if any of the following are evident under natural light conditions:
 - a. Visible defects are evident on vertical surfaces when viewed at 90 degree to the surface at a distance of 39".
 - b. Visible defects are evident on horizontal surfaces when viewed at 45 degree to the surface at a distance of 39".
 - c. Visible defects are evident on the soffit or other overhead surfaces when viewed at 45 degrees to the surface.
 - d. When the final coat of any surface exhibits a lack of uniformity of sheen across the full surface area.
- K. Remove defects (runs, sags, etc.) which are visible from a distance of 39" prior to each successive coat.

- L. Repainted surfaces which have been rejected by East Hants must be repaired by the Contractor at their own expense. Small areas so affected may be touched up; large areas must be repainted. Runs, sags and damaged paint must be removed by scraper or sanding prior to application of paint.

PART 7 – CLEAN-UP

The Contractor shall, at all times, keep the premises free from accumulations of waste materials and rubbish caused by the employees of work, and at the completion of the work shall remove all rubbish and surplus materials from and about the building, and dispose of it at the East Hants Waste Management Centre in Georgefield, NS. In case of dispute, the East Hants may remove the rubbish and charge the cost of the removal to the Contractor.

PART 8 – PRIOR TO FINAL PAYMENT

Leave minimum 4 liters of each finish paint used, properly labelled with the colour, for the building Owner. Store where directed by the Owner.

Contractor to warranty all workmanship for a minimum of 1 year. Contractor agrees to repair or replace faulty materials or workmanship which become evident during the warranty period without cost to the Owner.

PART 9 – GENERAL CONDITIONS

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

The Contractor will pay all Federal and Provincial Taxes as required by the appropriate enactments.

The Contractor must indicate on their invoice, 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.

Should the applicable tax legislation change during the period that the Contractor is delivering the Services, East Hants and the Contractor will be required to make such adjustments to the amount of tax collected or paid to be in compliance with the changed legislation and fair to both parties.

East Hants requires that Invoices related to Services:

- Must be supported in such detail as East Hants may request;
- Will be reviewed by East Hants for completeness in a timely manner and, if acceptable, will be approved 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. The Contractor will have a duty to make corrections to the Invoice or Services to ensure they are acceptable to East Hants;
- Payment will be made on a net thirty (30) days basis from receipt of an acceptable Invoice;
- No payment made by East Hants will constitute acceptance of work or products that are not in accordance with the requirements of the Contractor's Quotation or the terms of this document; and
- Registration with the Workers' Compensation Board of Nova Scotia (WCBNS) is required as a condition of providing these Services; a valid Clearance Letter must be provided prior to any work commencing and also be included with the project invoice.

Performance

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 to 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 Standing Offer, 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 the building occupants to perform the business of the Tin Smith Museum in any way, East Hants may choose either to engage a third party to correct the work. 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 work 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 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 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

Good Standing with the Workers' Compensation Board of Nova Scotia is a requirement of this contract. Failure to obtain or maintain valid coverage, or to obtain or maintain an alternative form of coverage acceptable to East Hants, will make any award of Services null and void. A copy of the bidder's Letter of Good Standing from the Workers' Compensation Board of Nova Scotia must be provided prior to commencement of any work.

The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$1,000,000.00 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.

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.

The Contractor must have and must maintain automobile insurance in the amount of \$1,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage.

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.

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.

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. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement; and
- 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.

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:

- Services are not performed within five business days of a Service request where it is reasonable to consider that the Service could have been completed; or

- 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.

Schedule

Schedule of approximate opening and closing times for the museum:

Day of Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time	Closed	Closed	10 am	10 am	10 am	10 am	10 am
Closing Time	Closed	Closed	5 pm	5 pm	5 pm	5 pm	5 pm

The Services being performed to the front facing and driveways sides of the building must be performed after hours when the Tin Smith Shop is not actively engaged in operations.

The Contractor will provide contact names and telephone numbers which will allow East Hants to contact the Contractor or their representative at any time.

The Contractor is responsible to ensure there are sufficient operators available to cover any events that would prevent them from completing the Services in a timely fashion or as specified in their approved schedule.

Safety

Prior to the commencement of any Services, the Contractor, with the cooperation of East Hants where necessary, must:

- Perform a hazard assessment;
- Have a plan for addressing all known hazards;
- 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 work 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 such as power lines;
- Design and provide traffic control, if required; and
- Identify and removal of any other potential hazards which might result in damage or harm to public property or individuals.

The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses, if any, are up to date, and to monitor safe work practices.

East Hants Representative

The East Hants Representative for these Services is Wendy Hill, Manager of Administrative Services. 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.

Responsibility for Damage

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

The Contractor shall be entirely responsible for any loss or damage to their materials, supplies, and equipment.

Award

The award of this work will be based on the best value, in East Hants' sole opinion, provided by the bidder's quotation. Best value will be determined primarily by price, but will include consideration for the time the work is expected to take, the safety questionnaire responses and any other information provided by the proponent in support of their quotation.

If the prices received are higher than the approved budget, Award will be contingent on obtaining approval to proceed from the Chief Administrative Officer (CAO) and possibly Council.

In submitting a quotation, the Contractor agrees to perform the work according to the conditions contained herein.

PART 10 - RESPONSE REQUIREMENTS

This request for quotations is governed by the Quotation Acceptance (Privilege Clause) V2 included with the request. By providing a response, the Bidder accepts these terms.

Please provide a quotation for the work described herein. Quotations must include:

- Completed Bid Form as included in Part 11. The number of square feet specified is for comparative purposes only. East Hants will only pay for the actual square footage of wood shingles actually replaced plus 10% for wastage of materials.
- Estimated schedule and completion date based on award date at the end of May, 2018. Ideally East Hants would like to complete the painting by September 30, 2018.
- A brief description of how you would complete this project
 - Safety considerations

- Use of staging
 - Shingle replacement
 - Preparation for painting
 - Clean up
- Some examples of similar previous work, including size, age and location of building.
- Two references (other than East Hants).

Quotations will be received up to **3:00:00 pm local time on May 18, 2018** by email to Mike Hatfield at mhatfield@easthants.ca with the text "RFQ50201" in the subject line or hand delivered to the Payment Kiosk at Suite 170, 15 Commerce Court, Elmsdale, NS, B2S 3K5 labeled with "RFQ50201, Attention: Mike Hatfield".

It is the Contractor's responsibility to ensure that quotations, including emailed 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.

Part 11 - Bid Form

Appendix A - Quotation Form

Quotation completed by: _____
(Print name)

Contact information for Bidder:

Name of Primary Bidder Firm	
Address	
Phone Number	
Primary Project Contact Name	
Email Address for Primary Contact	
Cellular Number for Primary Contact	

Receipt of the following addenda is hereby acknowledged:

Addendum: _____ Dated: _____

Inclusions:

Overview of how work will be done
Description of Experience
References

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

Description of Service	Quantity	Rate	Extension
Preparation and Painting of All surfaces as described.	1 Lump Sum	Lump Sum	
Replacement of Wood Sidewall Shingles	500 Square Feet	Per Square Foot	
Painting or Staining of posts and rails above the porch as shown in Figure 1	1 Lump Sum	Lump Sum	
Total Price, less HST			

3. 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:

- 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:

- c. 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 sample contract included in this RFQ document.

Signature of Witness

Authorized Signature

Name (Printed)

Title (Printed)

Date