

TOWN OF LUNENBURG TENDER #TOL2021027

TENDER FOR Fire Hall Vehicle Apron Replacement

Proposals will be received no later than: 2:00 pm LOCAL TIME January 7, 2022

Addressed to:
Katie MacMillan, BBA
Business Coordinator
Town of Lunenburg
119 Cumberland Street
Lunenburg NS B0J 2C0

TENDER for: FIRE HALL VEHICLE APRON REPLACEMENT

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1.0 GENERAL TERMS AND CONDITIONS

1.1 Submission of Tenders

Sealed tenders must be clearly marked "Fire Hall Apron Tender" and must be submitted to Katie MacMillan, Business Coordinator at 119 Cumberland Street, Lunenburg, NS, B0J 2C0 or by email to purchasing@townoflunenburg.ca before 2:00 p.m., local time, on January 7, 2022 (the "Closing Time"). Bidders must submit two (2) hard copies of their tender and/or one (1) PDF copy either via email or on a USB drive. Tenders submitted by fax or by any other method may be rejected unopened in the sole and absolute unfettered discretion of the Town of Lunenburg (the "Town"). Bidders who submit their tenders by fax or email are deemed to have accepted any and all risks (including, but not limited to, mechanical failure or inadvertence on the part of the Town or its staff) that said tenders are not received by the Town prior to the Closing Time. The Town shall have the right in its absolute and unfettered discretion to determine whether a tender has been received prior to the Closing Time. Tender prices must remain open and available for acceptance by the Town for 60 days after the Closing Time.

1.2 Opening

There will be no public opening for this tender.

1.3 Deposit

No deposit is required in respect to this tender.

1.4 Rights of the Town – Evaluating / Accepting / Rejecting Tenders

The Town reserves the right to reject any and all tenders. Neither the lowest nor any tender will necessarily be accepted. The Town reserves the right to accept a tender other than the lowest tender based on any criteria and/or accept a tender which may in any way be non-compliant which in its sole and absolute discretion the Town deems to be in its best interest. The Town reserves the right in its sole and absolute discretion to reject a tender on any basis whatsoever including if a tender is incomplete, conditional, or obscure, or which contains additions not called for, or for irregularities of any kind. Not to limit the generality of the foregoing, if the Town has (in its sole and absolute discretion) any concerns about any internal budget or other issues that may arise in light of the amounts and/or other criteria set out in the tenders it receives, then the Town may cancel the tender process and may (in its sole and absolute discretion) negotiate directly with any tenderer or other person as the Town deems fit. By participating in this tender process, each tenderer is deemed to have waived any and all rights to make any type of claim whatsoever against the Town arising out of this tender process.

1.5 Insurance and Indemnity

1.5.1 The successful bidder (the "Contractor") will be responsible for obtaining and maintaining at their own expense, until the completion of the contract:

1.5.1.1 Commercial General Liability insurance subject to limits of not less than Three Million (\$3,000,000) inclusive per occurrence for all operations of the contractor including protecting Town premises on or near which operations are to be performed. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, contractual liability, non-owned automobile and contain a cross liability, severability of insured clause. The Town is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.

General Conditions

- 1.5.2 All insurance policies and certificates must include an endorsement providing ten (10) days prior written notice to the Town of cancellation or reduction of coverage. The contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force.
- 1.5.3 Prior to commencement of the work and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the successful bidder shall file with the Town with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the work. The certificate shall include the project name and general description.
- 1.5.4 All applicable deductibles under the above required insurance policies are at the sole expense of the successful bidder. All policies shall apply as primary and not as excess of any insurance available to the Town.
- 1.5.5 It is expected by the Town that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 4 Insurance and Indemnity have been met.

Indemnity

1.5.6 The Contractor shall indemnify and hold the Town and all its officers, agents, and employees harmless against all risks, liabilities, and damages which in any way arise from the Contractor's performance of this contract.

1.6 Statutory Compliance

The Contractor shall comply with the requirements of all relevant Federal and Provincial legislation and regulations. In particular, the contractor, prior to the execution of the contract, shall file with the Town a certification that they carry Workers Compensation benefits for their employees and shall also comply with all other relevant Federal and Provincial legislation and regulations with respect to their employees, including the Nova Scotia Occupational Health and Safety Act and its regulations. The Contractor must provide proof of current Construction Safety Nova Scotia Association Certificate of Recognition (COR) Certification, if applicable.

The successful Bidder shall be solely responsible for safety and for compliance with the rules, regulations, and practices required by the applicable health and safety legislation and shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work, including any and all orientation and regular meetings throughout.

1.7 Contract Not Transferable / Cancellation of Contract

The Contractor shall not be entitled to assign or transfer this contract or any rights or obligations thereunder. The Contractor cannot subcontract out any portion of the work under this contract except with the express written consent of the Town. This contract may be cancelled by the Town in its sole and absolute discretion, with or without prior notice to the Contractor.

1.8 Interpretation

Should there be any questions regarding the interpretation of the Tender or Contract documents, the Lunenburg Town Council shall decide on the correct interpretation.

1.9 Information

Any additional information or questions regarding the Tender or Contract documents must be in writing and addressed to Katie MacMillan, Business Coordinator, at purchasing@townoflunenburg.ca.

Questions with respect to the technical aspects of the Specifications, etc. must be in writing and addressed to Katie MacMillan, Business Coordinator, at purchasing@townoflunenburg.ca.

Please check the Town website <u>townoflunenburg.ca/purchasing.html</u> to determine if any addendums have been issued prior to the submission deadline.

1.10 Legal Age

Contractor must be of legal age to sign contracts in the Province of Nova Scotia.

1.11 Tender Submission

The attached Form of Tender (3.0) must be used.

1.12 Freedom of Information and Protection of Privacy Act

The Town of Lunenburg is subject to the Municipal Government Act provisions relating to the freedom of information and protection of privacy provisions Freedom of Information and Protection of Privacy Act (FOIPOP) and associated Provincial legislation. Any tenders submitted to the Town may be required to be disclosed publicly if any request is to be made under FOIPOP. All documents received in response to this tender will be considered public.

2.0 SPECIFICATIONS

2.1 Background and Overview

The vehicle entry to the Lunenburg and District Fire Hall has deteriorated to the point of requiring replacement. The Town has conducted a Geotech survey of the area around the apron and had a new engineering design completed, which is the basis of this project.

2.2 Intent

The intent of the drawings and specification is to provide for the works described herein in every detail for the purposes designated. It is understood that the contractor, in accepting the contract, agrees to furnish all apparatus, material and labour to complete the installation testing and commissioning of the works.

2.3 Scope of Work

The successful bidder will be responsible for the demolition of the existing apron and the construction of the new apron including all required materials. The specifications and drawings are attached in Schedule "A". Work to be carried out, as shown in the drawings and specifications includes the complete supply of all materials, labour, and equipment for the construction of the following work:

- 1. Removal of the existing apron
- 2. Disposal of all materials
- 3. Construction of the new apron
- 4. Restitution of any disturbed grounds, surfaces, or other equipment

2.4 Location of Work

The Lunenburg and District Fire Hall is located at 25 Medway Street, Lunenburg, Nova Scotia.

2.5 Hours of Work

The contractor shall propose their own hours of work to be agreed upon by the Town which conforms to the Town's Noise By-Law, which can be found at https://www.townoflunenburg.ca/bylaws.html.

2.6 Schedule of Work

The contractor shall propose their own schedule. Temporary repairs have been made to the apron so there is no set timeframe established for this work. The contractor can establish a schedule that suits their workload and seasonal concerns. Note that the Fire Department is prepared to move the large mobile equipment outside of the hall whenever there is limited or no access to the vehicle bay. However, the contractor is encouraged to propose a schedule that will limit this disruption.

2.7 Existing Fire Department Operations

The Fire Department is prepared to continue operations through the period of this project. One step that they have committed to is to move the large mobile equipment outdoors during periods of inaccessibility in order to maintain operations. The contractor shall work with the Fire Chief to minimize disruption and to coordinate work such that the Fire Department will have access to the facility, other than restricted access for large mobile equipment that will be moved outdoors during these inaccessible periods.

2.8 Sequence of Work

- 1. Submit shop drawings in a timely fashion
- 2. Submit a site safety plan in a timely fashion
- 3. Coordinate the construction schedule with the Town
- 4. Prior to work, coordinate a safety/hazard review with the Town
- 5. Prior to work, coordinate a kickoff meeting with the Town
- 6. Maintain control of the site works
- 7. Submit as-built drawings at the completion of work

2.9 Contractor's Use of Premises

- 1. Coordinate access with the Fire Department.
- 2. Contractor to assume all responsibility for all personnel on site.
- 3. Contractor to provide site washroom facilities for their own personnel.

2.10 Drawings and Specifications

The Town has provided electronic copies of drawings IFT C01 and C02 attached as Schedule "A". The notes and technical specifications are imbedded on drawings C01 and C02. The contractor is responsible for any printed copies, if required.

2.11 Safety Review and COVID Response

As noted in Section 2.8, the contractor is to initiate a pre-construction kick off meeting and a safety plan review. The Town has a COVID protocol with respect to access to Town property which requires pre-access notification and confirmation for any personnel who will access Town property so this can be incorporated into the contractor's safety plan. This is a relatively straightforward process and will be shared with the contractor.

2.12 Pre-bid Meeting and Site Review

Due to the current state of the COVID pandemic the Town does not plan to have a site pre-bid meeting with bidders. However, on request the Town could accommodate site information in other ways; a) a Zoom meeting with interested bidders, b) provide site

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pictures. If there is a must need basis to visit the site by bidders, then the Town will attempt to accommodate that request and offer it to all bidders. In this case, the Town would record questions and provide answers to all listed bidders.

The Town asks potential bidders to request any of the above services as required.

2.13 Tender Deliverables

Bidders are asked to submit the below items:

- Pricing on the included Form of Tender (3.0).
- Two work references with contact information.
- Planned work timeline and completion date.
- Qualifications, experience, and safety training of installation team.

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3.0 FORM OF TENDER

The undersigned, as Bidder, declares that they have carefully examined the location of the proposed work, the Terms and Conditions, Schedules, and the Specifications with respect to the proposed contract and has secured all the information which they required regarding the work to be performed. The undersigned further declares that they will contract with the Town of Lunenburg to do the work as described in these documents for the price or prices stated below:

*Do not include HST i	n the tendered price. All of t	the below pricing is to be in Canad	ian Dollars.
Tendered Price (exc	cluding HST)	\$	
HST to be added to	the tendered price	\$	
Total Tendered Pric	е	\$	
 Proof of current \(\) Certificate of Instantation contractor will accurrent of the Proof of current \(\) 	urance for \$3.0 million Ge ld the Town as an additio coperations of the Named	eneral Commercial Liability Insunal insured but only with respect Insured, as per clause 1.5.1.1. Scotia Association Certificate of	et to liability .)
Company Name			_
Mailing Address			-
Phone Number			-
Email Address			_
Signature			_
Print Name & Title			_
Date			
Witness			_
Date			



