INSPECTION OF HOISTS AND DAVITS

This Request for Quotation (hereafter referred to as the “RFQ”) outlines the requirements of the Municipality of the District of Lunenburg (hereafter referred to as the “Owner”, “Municipality” or “MODL”) for the inspection of the structural integrity of the hoists and davits in Lunenburg County, Nova Scotia for the year 2020, 2021, and 2022. A Crane Inspection Report is required for each hoist and/or davit.

1. Item Description(s)
Unit of Measurement: Lump Sum

MODL is seeking a Contractor to carry out inspections on the hoists and davits at the following locations. The contractor is responsible for providing the necessary equipment for this inspection process.

a. Cookville WWTP (Wastewater Treatment Plant)
   i. The inspection of the Cookville WWTP, located at 401 Highway 10, Cookville, will include:
      a. Two (2) hoists located in:
         i. The equalization tank room.
         ii. The blower room.
      b. Three (3) davit/hoist combinations located:
         i. In the equalization tank room
         ii. By the anoxic tank outside
         iii. By the aeration tank located outside
   ii. Capacity for the above davits and hoists range from 500 lbs to 1 Ton.
   iii. It should also be noted that several hoists are hand hoists.
   iv. MODL’s WWTP operator Shane White will also need to be on-site for the duration of this inspection process.
   v. See attached five (5) photos of hoists and davits located at the Cookville WWTP.

b. New Germany WWTP and Vehicle Davit
   i. The inspection of the New Germany WWTP will include:
      a. Five (5) pump station davits with portable hand hoists located at:
         i. LIFT STATION 1 at 4176 Highway 10;
ii. LIFT STATION 2 at 4774 Highway 10;
iii. LIFT STATION 3 at 44 Zwicker Mill Road;
iv. LIFT STATION 4 at 4751 Lower Branch Road;
v. LIFT STATION 5 at 5380 Highway 10; and,

b. The following equipment at the New Germany WWTP located at 23 Chesley Lane, New Germany:
   i. A recirculation tank pump davit with an integral hand hoist
   ii. An aeration tank pump davit with an integral hand hoist
   iii. An overflow chamber davit with another integral hand hoist.

ii. In addition to the above davits and hand hoists, the jib crane in the van will also need to be inspected.

iii. MODL’s WWTP operator Ronald MacPhee will need to be on-site for the duration of this inspection process.

iv. See attached nine (9) photos of hoists and davits located in New Germany.

c. Rose Bay Wharf
   i. The hoist and davit at the Rose Bay Wharf located at 447 Kingsburg Road, Rose Bay.
   ii. MODL’s Park Supervisor will need to be on-site for the duration of this inspection process.
   iii. See attached photo of hoist and davit.

2. Terms and Conditions


b. All questions must be in writing and fielded a minimum of 48 hours prior to the Quotation close via email through Satu Peori, P.Eng., Manager of Wastewater Services. Satu.Peori@modl.ca

c. The Quotation Provider is responsible for submitting all addenda related to this RFQ. Please check for addenda via https://www.modl.ca/i-want-to/rfqs-rfps-tenders/view-opportunities and follow the instructions or go directly to the Nova Scotia Tender Notices website via https://novascotia.ca/tenders/tenders/ns-tenders.aspx

d. The Quotation Provider shall be responsible for and shall give notices and obtain all the licenses, certificates, approvals and permits required to perform the Work.

e. The Quotation Provider shall comply with all laws and standards applicable to the Work and performance of the Contract including:
   a. The Nova Scotia Occupational Health and Safety Act and the Occupational Safety General Regulations (specifically Part 7 Hoists and Mobile Equipment) and the Workplace Health and Safety Regulations (specifically Part 10 Cranes, Hoists and Mobile Equipment) made under Section 82 of the Act; and,
   b. ASME and CSA standards issued (specifically CSA B167-16 Overhead cranes, gantry cranes, monorails, hoists, and jib cranes) by the Standards Council of Canada and referenced by the
f. That this quotation is valid for acceptance for 60 days from the time of closing.

g. The Owner reserves the right to assess the qualifications of the firm to conduct the Work and shall be the sole judge as to whether the firm meets the specifications required to complete the Work to the satisfaction of the Owner.

h. Payment will be made to the successful Quotation Provider by the Owner within 30 days of submission of invoice by the Quotation Provider to the Owner for items supplied or work completed to the satisfaction of the Owner. Prices for the items on the submitted invoice shall be per the quoted prices.

i. The Owner may waive minor differences in the quotations provided the differences do NOT violate the quotation’s intent. No term or conditions shall be implied based on any industry trade practice or custom, any practice or policy of the quotation or Owner or otherwise, which is inconsistent or conflicts with provisions contained in this document. The Owner reserves the right to reject any or all quotations, not necessarily accept the lowest quotation, or to accept any quotation which it may consider to be in its best interest. The Owner also reserves the right to waive formality, informality or technicality in any quotation.

j. Time shall be construed as being of the essence of the Contract.

k. The Quotation Provider is advised that all information collected and material developed regarding all work carried out by MODL shall become the property of MODL.

l. All documents, including proposals and quotations, submitted to MODL become the property of MODL and are subject to disclosure under the Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP). By submitting a quotation, the Quotation Provider thereby agrees to public disclosure of its contents subject to FOIPOP criteria. Any information the Quotation Provider considers “personal information” because of its proprietary nature should be marked as “confidential” and will be subject to appropriate consideration as defined within the Nova Scotia Freedom of Information and Protection of Privacy Act.

m. The Quotation Provider shall indemnify, hold harmless and defend MODL, their agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death; damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service; financial or economic loss; and loss related to the Quotation Provider’s status with Worker’s Compensation or other insurers, arising out of, or resulting from the performance of this work, provided that any such claim is caused in whole or in part by the negligent act or omission of the Quotation Provider, any subcontractor, supplier, licensee, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them is liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

n. The Quotation Provider shall, at their expense, obtain and keep in force during the term of this Project, the following insurance satisfactory to the Municipality, including the following and underwritten by an insurer licensed to conduct business in Nova Scotia:
i. Commercial General Liability (CGL) Insurance
   i. A limit of liability of not less than $5 million per occurrence;
   ii. The Municipality shall be named as an additional insured;
   iii. The policy shall contain a provision for cross liability;
   iv. Non-owned automobile coverage with a limit of at least $5 million including contractual liability;
   v. That 30 days prior notice of an alteration, cancellation, or material change in policy terms which reduces coverage shall be given in writing to the Municipality.

ii. Errors & Omissions Liability
    The Quotation Provider shall take out and keep in force Professional Liability insurance in the amount of $5 million providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed $10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. Policy shall not contain an exclusion for bodily injury (including death) or property damage. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia and acceptable to MODL. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to MODL. MODL has the right to request that an Extended Reporting Endorsement be purchased by the Quotation Provider at the Quotation Provider’s sole expense.

iii. Automobile Insurance
    Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Nova Scotia, having an inclusive limit of not less than $5 million per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.

   o. The Quotation Provider’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to MODL.
   p. The Quotation Provider shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.
   q. The Quotation Provider and all subcontractors, if any, shall hold a Clearance Letter/Letter of Good Standing from the Worker’s Compensation Board of Nova Scotia, valid for the duration of the period they perform work for this project. It shall be the responsibility of the Quotation Provider to ensure coverage is in place for their employees and/or their subcontractors. Updated letters are required to be provided to the Municipality throughout the performance of this contract.
   r. The Quotation Provider shall provide a valid Letter of Good Standing for a Certificate of Recognition program as issued by Nova Scotia Construction Safety Association (NSCSA) or another occupation health and safety organization with a safety audit procedure recognized and approved by the Workers Compensation Board (WCB) of Nova Scotia.
s. The Quotation Provider and subcontractors shall be responsible to comply with and ensure all work under the Quotation Provider's responsibility complies with the Nova Scotia Occupational Health and Safety Act and its Regulations, and the Municipality's Site Safety Policy and Manual of Procedures.

t. The Municipality may waive minor differences in the quotations provided the differences do NOT violate the quotation's intent. No term or conditions shall be implied based on any industry trade practice or custom, any practice or policy of the quotation or Municipality or otherwise, which is inconsistent or conflicts with provisions contained in this document. The Municipality reserves the right to reject any or all quotations, not necessarily accept the lowest quotation, or to accept any quotation which it may consider to be in its best interest. The Municipality also reserves the right to waive formality, informality or technicality in any quotation.

u. Quotation Provider(s) shall be responsible for and shall give notices and obtain all the licenses, certificates, approvals and permits required to perform the Work except those that have already been obtained by MODL and are attached to this RFQ.

v. Notify the contact listed in Section 2.vi. in writing not less than 2 working days prior to closing date of omissions, errors, or ambiguities found in the RFQ. All Quotation Providers shall be notified in writing regarding any changes made to the RFQ or any appendices, or any change in the closing date or time.

w. MODL reserves the right to remove Quotation Providers due to quality of work and/or service. Quotation Providers will be notified of any problems in writing from MODL and be given the opportunity to respond. MODL can then determine if the Quotation Provider should be removed from the qualified contractors list for those services. MODL shall be the sole judge in this matter.

x. MODL may terminate the Purchase Order in writing, and without further liability, in the event MODL, in its sole discretion, determines that the Quotation Provider has neglected, failed, or refused to proceed safely and promptly with the work to be provided by the Quotation Provider pursuant to the Purchase Order or contravened any of the Quotation Provider’s obligations.

y. MODL reserves the right to inspect the constructed product during and at the end of construction and all material, equipment and work practices used to determine whether conformance is met with the terms of this RFQ. MODL shall be the sole judge as to whether all requirements are met.

z. Payment will be made to the Contractor by the Owner within 30 days of submission of invoice by the Contractor to the Owner, for items complete to the satisfaction of the Owner. Prices for the items on the submitted invoice shall be per the quoted prices.
Please submit a quotation to Rachel Eisenhauer at Rachel.Hiltz@modl.ca by 2 pm, March 9, 2020 for the following:

4. **Item Price(s):**

   **Year 2020**

   Lump Sum Price: CAN $ ________________
   HST: CAN $ ________________

   Total Price: CAN $ ______________________________________

   **Year 2021**

   Lump Sum Price: CAN $ ________________
   HST: CAN $ ________________

   Total Price: CAN $ ______________________________________

   **Year 2022**

   Lump Sum Price: CAN $ ________________
   HST: CAN $ ________________

   Total Price: CAN $ ______________________________________
5. **The Quotation Provider agrees to comply with all of the Terms and Conditions.**

Name of Company: _____________________________________________

Civic Address: ________________________________________________

City /Province: ______________________________________________

Postal Code: ________________ Telephone: _______________________

Email Address: _______________________________________________

HST #: ______________________________________________________

Name of Representative: ______________________________________

Signature of Representative: ________________________________

Date: _________________________________________________________

6. **Submit with Quotation**
   a. Qualifications
   b. WCB Clearance Letter
   c. Letter of Good Standing
   d. Proof of Insurance
   e. List of subcontractors
   f. Signed addenda, if applicable.

**Qualifications:**
The inspector shall have the qualifications as laid out in the Occupational Safety General Regulations made under Section 82 of the *Occupational Health and Safety Act S.N.S. 1996, c. 7.*
References:
The quotation provider shall include references of other organizations (not including references from MODL) to which they have supplied similar products and/or services (please print clearly):

1. Name of Company:______________________________________
   Contact Person:_________________________________________
   Telephone:_____________________________________________
   Scope:_________________________________________________
   Value:_________________________________________________
   Email:_________________________________________________

2. Name of Company:______________________________________
   Contact Person:_________________________________________
   Telephone:_____________________________________________
   Scope:_________________________________________________
   Value:_________________________________________________
   Email:_________________________________________________

Attachments: 15 photos

NOTE: THIS IS NOT AUTHORITY TO PROCEED WITH THE WORK DESCRIBED. AUTHORITY SHALL BE GRANTED ONCE A PURCHASE ORDER IS RECEIVED BY THE SUCCESSFUL QUOTATION PROVIDER.

Quotation Due Date: 2:00 p.m. local time March 9, 2020.
Davits and hoists at Cookville WWTP

Hoist in equalization room

Hoist in blower room

Davit hoist in equalization room

Davit hoist by anoxic tank

Davit hoist by aeration tank
Hoists and Davits in New Germany

Lift Station 1 Davit hoist

Lift Station 2 Davit hoist

Lift Station 3 Davit hoist

Lift Station 3 Davit hoist
ATTACHMENTS

Lift Station 5 Davit hoist
RAS Pump Davit hoist
Aeration Tank Davit and Hoist
Overflow chamber Davit hoist
Jib Crane in Sewer Van

Rose Bay Wharf Davit & Hoist

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