

**PART 1 - GENERAL**

**1.1 Invitation**

- .1 The Lunenburg County Multi-Purpose Centre Corporation (LMPCC) is seeking bids from qualified Trade Contractors for work on an energy upgrade project at the Lunenburg County Lifestyle Centre (LCLC) in Bridgewater, Nova Scotia.
- .2 The Work shall include all labour, materials, equipment and associated services necessary for the installation of completely finished, tested, commissioned and properly operating systems as specified and shown on the drawings.
- .3 Intent of this Bid call is to obtain an offer to perform Work for a Stipulated Price contract, in accordance with Contract Documents.

**1.2 Background**

- .1 The work at this time is to establish firm pricing for the project.
- .2 The results of the Tender will be used for LMPCC to finalize a contract to execute the energy upgrade project.
- .3 The overall work of this energy upgrade project is anticipated to proceed in June of 2021 and be completed in August 2021. This work will be scheduled within this time period.

**1.3 Owner**

Lunenburg County Multi-Purpose Centre Corporation (LMPCC)  
135 North Park St  
Bridgewater NS B4V 9B3

**1.4 Consultant**

MCW Maricor  
7071 Bayers Road, Suite 4005 | Halifax, Nova Scotia, B3L 2C2  
Mechanical Engineer: Mr. Aaron Caldwell, P.Eng.  
Tel: (902) 876-3182  
Email: [acaldwell@mcw.com](mailto:acaldwell@mcw.com)

**1.5 Trade Contractor**

- .1 The Successful bidder for this package.

**1.6 Subcontractor**

- .1 Subcontractor to the Trade Contractor retained by the Trade Contractor.

**1.7 LMPCC Project Manager**

- .1 The LMPCC's on-site representative(s) who are responsible for coordinating access into areas as well as shutdowns of systems (subject to confirmation).

**1.8 Inquiries**

.1 All inquiries about this Tender shall be directed to:

**Kent Walsh**  
General Manager  
  
**Lunenburg County Lifestyle Centre**  
135 North Park St.  
Bridgewater NS B4V 9B3  
  
Email: [Kent.Walsh@LCLC.ca](mailto:Kent.Walsh@LCLC.ca)  
Phone: (902) 530-4101

**1.9 Schedule of Events**

.1

EVENT	Date
1. Tender Distribution to Vendors	June 17,2021
2. Mandatory Site Visit	June 24 & 25, 2021
3. Questions from Vendors about scope/duties	June 17 – 29, 2021
4. Responses to Vendors	June 17 – July 1, 2021
5. Bid due date	July 5, 9:00am, 2021
6. Target date for review of Bid documents	July 6 – 9, 2021
7. Target date for Award	July 13,2021

**1.10 Agreement**

- .1 The results of this Tender will result in an agreement between LMPCC and the Trade Contractor provided LMPCC agree to proceed with this Work.
- .2 The Agreement will be made between the LMPCC and the Trade Contractor.
- .3 The Agreement shall be the Standard CCDC 2 – 2020 Stipulated Price Contract.

**1.11 Bid Submission**

- .1 Bid Submission:
  - .1 Sealed Bids will be received by the Owner at the Owner's office:  
Lunenburg County Multi-Purpose Centre Corporation (LMPCC)  
135 North Park St  
Bridgewater NS B4V 9B3
  - .2 Bids will be received up to **9:00 am (AST) July 5<sup>th</sup>, 2021.**

- .3 Submit one (1) set of tender documents, that is, one (1) original tender on the enclosed tender forms with requested documentation.
- .4 Each item on the form must be completed unless noted otherwise.
- .5 Bids must be signed by an authorised representative of the vendor. Bids must have the corporate seal.
- .6 Incomplete bids may be rejected, at the sole discretion of the Owner.
- .7 Bids must be submitted on or before the advertised time and date in a sealed envelope clearly marked with the following project reference:
  - Lunenburg County Lifestyle Centre**
  - Energy Design Upgrades**
  - Project # 10-20-088**Submit Offers on copy of Tender Forms supplied.
- .8 Offers submitted after Tender Closing time may be returned to bidder unopened.
- .9 Bids will be opened in private at the office of the Owner.
- .10 Bids can also be sent via e-mail to [Kent.Walsh@LCLC.ca](mailto:Kent.Walsh@LCLC.ca). Original documents may be requested following the tender close.
- .11 It is the responsibility of the bidder to ensure their submissions are received on time.

#### 1.12 Bid Document Identification

- .1 Bid Documents are identified as documents as prepared by Consultant with the following project reference:
  - Lunenburg County Lifestyle Centre**
  - Energy Design Upgrades**
  - Project # 10-20-088**

#### 1.13 Contract/Bid Documents

- .1 Definitions
  - .1 Tender Documents:
    - Specifications per the Table of Contents Section 00 00 00
    - Drawing Packages per the Drawing List Section 00 00 01
  - .2 All addenda issued during the Tender Period.
  - .3 Other documents included as part of this package.
  - .4 Bid Form (Section 00 30 00).
  - .5 Supplementary Bid Form (Section 00 43 00).
- .2 Deliveries
  - .1 Indicate delivery periods in Section 00 30 00 and Section 00 43 00 as required.
- .3 Examination
  - .1 Bidders have a duty to verify the completeness of received Tender Documents, and to notify the Consultant in writing of any discrepancies with the Tender Documents.
  - .2 Immediately upon finding discrepancies, errors, ambiguities, doubtful information and omissions in Tender Documents (including site, existing premises and local conditions), notify Consultant in writing and request clarification. Unless clarified in writing by the Consultant prior to Bid Closing, include in the Bid Offer the costlier option.

- .3 No claim of unsuitability, unavailability, inability, or willingness to use any product or method to provide first class work will be considered unless submitted in writing to the Consultant no later than three (3) days before Tender Closing date.
- .4 Queries/Addenda
  - .1 Bidders have a duty to be informed of all aspects of the work and the Tender Documents. The Owner shall not be liable for any claim at any time for reimbursement of any expense incurred by the bidder as a result of any misunderstanding with regard to the nature and conditions of the work and the Tender Documents.
  - .2 Direct questions are to be addressed to the Consultant with a copy to the Owner in writing.
  - .3 The Consultant may issue written addenda during tender period to clarify and amend the Tender Documents. All addenda become part of Tender and Agreement Documents. Include costs in Tender offer.
  - .4 Verbal answers shall not be binding upon the Owner and Consultant unless confirmed by written addenda issued by the Consultant, before the Bid Closing.
  - .5 Clarifications requested by bidders must be received by the Consultant in writing not less than (3) three days before Tender Closing date. Reply if any will be in form of an addendum.
  - .6 The Consultant may not be in a position nor is the Consultant required to reply to any requests for clarification.
- .5 Product/System Options
  - .1 Bid Document stipulated products, and systems form the basis of the bid.
  - .2 The term "Own Forces", or other such phrase, will be acceptable only where such work is provided by bidder's own forces.
  - .3 Verify prior to bidding that all specified items will be available in time for installation to ensure orderly and timely progress of the work. Should specified item or items not be available, notify the Consultant in writing during bid period.

#### 1.14 Detailed Assessment

- .1 Site examination
  - .1 Visit the project site before submitting Bid. Evaluate if there are adequate spaces and clearances for the new equipment as well as adequate access for the equipment to be installed in place, if applicable.
  - .2 A **Mandatory site visit and briefing** has been scheduled at the following time(s) and location(s):
    - June 24<sup>th</sup> and 25<sup>th</sup> by appointment**
    - at 135 North Park St. Bridgewater NS.**
  - .3 Examine the site, locality, means of access and disposal and all other site conditions pertinent to the Tender.
  - .4 Bidders to confirm attendance by way of e-mail or phone call to the LMPCC Project Manager at least 24 hours prior to the scheduled visit at [kent.walsh@LCLC.ca](mailto:kent.walsh@LCLC.ca) or (902) 530-4101.
  - .5 Bidders should be prepared to evaluate buildings at the site visit
  - .6 Information provided relating to existing conditions is not guaranteed. Bidders are to verify and evaluate all information relative to actual conditions.

- .7 Claims for extra payment and extensions to the schedule will be evaluated by the Consultant. If it's deemed by the Consultant that conditions could have been ascertained by an inspection of the site prior to close of the Bid, extensions and/or extras will be disallowed.
- .8 If additional examination is required, the Bidder is directed to contact the LMPCC Project manager in order to arrange date and time to visit place of work.
- .9 Waiver: On taking part in a visit, briefing, or to conduct an investigation, bidders and their participants assume all risk of loss, damage, injury or death to the persons and property of itself, its representative, agents and employees from all causes, as a result.
- .10 Indemnity: In consideration of the opportunity to take part in a visit, briefing, or conduct an investigation, bidders and their participants assume the defence of, and indemnify and save harmless the ESCo, Consultant, and Owner, their agents, employees and contractors, from and against all claims, losses, costs, damages, suits, actions, proceedings or demands and any liability for them to any person or property, arising there from.

#### 1.15 Qualifications

- .1 Subcontractors
  - .1 Consultant and Owner reserves right to reject a proposed subcontractor for reasonable cause, including, but not limited to poor performance on either of the Owner's or the Consultant's past projects.

#### 1.16 Bid Enclosures / Requirements

- .1 Security Deposit
  - .1 Bid security is not required.
- .2 Consent of Surety / Agreement to Bond
  - .1 Consent of Surety is not required at this stage for the Tender.
  - .2 Consent of Surety will be required prior to award of the Work once the Work is finalized.
    - .1 Performance and Labour & Materials Payment Bond specified in an amount not less than **50 percent** of Bid price each.
- .3 Insurance
  - .1 The Successful Bidder shall, at its sole cost and expense, procure, maintain, pay for and keep in full force and effect for the entire duration of the project, Commercial General Liability Insurance against claims for bodily injury including death, personal injury and property damage including loss of use thereof as well as all other insurances referred to herein Prior to the commencement of any work, the Bidder shall provide a Certificate of Insurance to the LMPCC evidencing commercial general liability with a minimum amount as outlined in CCDC 41 below.
  - .2 The certificate will also name the facilities/projects subject to this agreement and contain a 30-day notice period of cancellation or material change detrimental to the LMPCC. The insurance coverage must be maintained in force throughout the term of the agreement, and, if applicable, any renewal after, with evidence by way of a certificate of insurance provided to the LMPCC yearly 10 days prior to the expiry of the insurance coverage. It is the responsibility of the Successful Bidder to have this information provided to the LMPCC.
  - .3 The Successful Bidder shall be responsible for the payment of any insurance deductible amount.
  - .4 Provide on CCDC form or on standard form provided by insurance company.

- .5 Insurance to be addressed to the Owner (Lunenburg County Multi-Purpose Centre Corporation) as insured.
- .6 Show proof of the following insurance coverage:

**CCDC 41**  
**CCDC INSURANCE REQUIREMENTS**  
**PUBLICATION DATE: December 14, 2020**

1. General liability insurance shall be with limits of not less than \$10,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the *Contractor*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.
3. Manned Aircraft and watercraft liability insurance with respect to owned or non-owned aircraft and watercraft (if used directly or indirectly in the performance of the *Work*), including use of additional premises, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and limits of not less than \$10,000,000 for aircraft passenger hazard. Such insurance shall be in a form acceptable to the *Owner*.
4. Unmanned aerial vehicle liability insurance with respect to owned or non-owned aircraft (if used directly or indirectly in the performance of the *Work*), shall have limits of not less than \$5,000,000 per occurrence or accident for bodily injury, death and damage to property or such amounts as required by any applicable law or regulation.
5. "Broad form" property insurance shall have limits of not less than the sum of 1.1 times *Contract Price* and the full value, as stated in the *Contract*, of *Products* and design services that are specified to be provided by the *Owner* for incorporation into the *Work*, with a deductible not exceeding \$10,000. The insurance coverage shall not be less than the insurance provided by IBC Forms 4042 and 4047 or their equivalent replacement. Subject to satisfactory proof of financial capability by the *Contractor*, the *Owner* may agree to increase the deductible amounts.
6. Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the *Work*. The insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy including hot testing and commissioning.
7. Contractors' equipment insurance coverage written on an "all risks" basis covering *Construction Equipment* used by the *Contractor* for the performance of the *Work*, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance, the *Owner* may agree to waive the equipment insurance requirement.

Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property.

- .7 The above insurance shall be primary and shall not make reference to or require the participation of any insurance that the Owner may have in place.
- .8 Upon award, the bidder shall secure and maintain the insurance as noted above at its expense during the term of the contract.

- .9 Successful bidder shall at all times keep in force insurance throughout the duration of the work including all warranty periods as may be required.
- .10 The Trade Contractor agrees to waive all right of recourse against the Owner with regard to damage to the Trade Contractor's property.
- .4 Indemnity
  - .1 The successful Bidder shall defend, indemnify and save harmless the LMPCC, its 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 successful Bidder, 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 Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful Bidder in accordance with this Contract and shall survive this Contract.
- .5 Liability of Errors
  - .1 While the LMPCC has made considerable effort to ensure an accurate representation of information in this Tender document, the information contained within is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the LMPCC, nor is it necessarily comprehensive or exhaustive. Nothing in this Tender document is intended to relieve Bidders from forming their own opinions and conclusions with respect to matters addressed in this Tender document.
- .6 Bid Form Requirements (00 30 00)
  - .1 State in Bid Form, time required to complete work. Completion date in Agreement must be this completion time added to commencement date.
  - .2 Bidder, in submitting an offer, agrees to complete work by date stated in Bid Form, but may propose a revision to contract time with an adjustment to Bid price.
  - .3 Owner requires that work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing Bids submitted.
  - .4 The Bidder to include in the Bid Form all costs for any premium time as it relates for any work that cannot be done during standard hours due to noise, accessibility, interferences, shut downs etc. Include in the Bid any required overtime, premium time and similar costs to complete the work within the quoted or stipulated time.

- .7 Supplementary Bid Form (00 43 00)
  - .1 Include Supplementary Bid Form with Bid.
    - .1 References: Include three (3) references with the Bid.
    - .2 Subcontractors: Include names of all Subcontractors and portion[s] of work Bidder will perform.
    - .3 Project Personnel: Provide names of project personnel with the Bid.
    - .4 HST: Include HST Registration number with the Bid.
    - .5 Unit Prices: Include a listing of Unit Prices specifically requested in Bid Documents.
    - .6 Alternatives: Include cost variation for Alternatives to Bid price applicable to work.
    - .7 Separate Prices: Include a listing of Separate Prices as specifically requested in Bid Documents.
    - .8 Price Breakdowns: Include a Price Breakdown if indicated.
- .8 Contractors Prequalification Form
- .9 Workers' Compensation Board Letter of Good Standing
  - .1 Provide Workers' Compensation Board Letter of Good Standing with Bid.
- .10 Safety Program Certificate of Recognition
  - .1 Provide Certificate of Recognition for the Trade Contractor's occupational health and safety program by an auditor approved by the WCB with Bid.
- .11 Warranty Information
  - .1 Provide applicable Warranty Information for extended warranties with Bid when requested.
- .12 Project Schedule (Seven Days from Notification of Award)
  - .1 Accepted Bidder must provide complete Project Schedule no later than seven (7) days from the date of the Notification of Award (Letter of Intent) issued by the Owner to the successful Bidder.

#### 1.17 Bid Requirements / Conditions / Provisions

- .1 Conflict of Interest
  - .1 The LMPCC reserves the right to disqualify any Bidder that in the LMPCC's sole opinion has an actual or potential conflict of interest or an unfair advantage in respect of this Tender, whether existing now or is likely to arise in the future, or may permit any such Bidder to continue and impose such terms and conditions on that Bidder, as the LMPCC in its sole discretion may require.
  - .2 Bidders are required to disclose, to the Tender contacts, any potential or perceived conflict of interest issues immediately upon becoming aware of any such conflict.
  - .3 Exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Owner's best interests.
  - .4 This obligation applies to the activities of the employees and agents of the Trade Contractor in their relations with the employees, and their families, of the Trade Contractor and Owner, vendors, Subcontractors and third parties arising from the Agreement and accomplishing work thereunder.
  - .5 Efforts include, but not limited to establishing precautions to prevent employees or agents from making, receiving, providing, or offering gifts, entertainments, payments, loans or other considerations.
- .2 Waiver of Reliance
  - .1 The Bidder shall be deemed conclusively to have acted and relied upon its own findings, conclusions, interpretations, inferences, and other opinions in evaluating the risks,

contingencies and other circumstances which may be encountered in performing the work, and not to have acted and relied upon any conclusions, interpretations, inferences or opinions of the Consultant or the Owner and those for whom they are responsible, contained or implied in the Tender Documents, or otherwise.

- .3 Supplementary Bid Information
  - .1 Bidders are asked to submit the Supplementary Bid Form Section 00 43 00 to assist in evaluation of Bid Offers.
- .4 Regulatory requirements: Section 01 41 00.
- .5 Constraints
  - .1 The 'Personal Information International Disclosure Protection Act' of Nova Scotia (PIIDPA, creates obligations for the LMPCC and its service providers when personal information is collected or used and disclosure of personal information. Provisions related to PIIDPA requirements are included in the contract terms. A copy of the Act is available online at: <http://nslegislature.ca/legc/statutes/persinfo.htm>

**1.18 Submission Evaluation Criteria**

- .1 The Consultant and Owner shall review and evaluate all Bids. Evaluation will be based on the Bids as submitted. The selected vendor and Bids may be recommended to the LMPCC Board of Directors for consideration and approval. Evaluation criteria and weighting shall be:

Item No.	Criteria	Available Points
	<b>Technical Response:</b>	
1.0	Qualifications	30
2.0	References	10
3.0	Proposed Schedule	10
	<b>SUBTOTAL ITEMS 1.0 – 3.0</b>	<b>50</b>
5.0	Cost/Price $\frac{\text{Bid price}}{\text{subtotal score}} = \text{price per weighted pt.}$ Lowest price per weighted pt. ratio = 50 2 <sup>nd</sup> lowest = 45 3 <sup>rd</sup> lowest = 40 4 <sup>th</sup> lowest = 35 5 <sup>th</sup> lowest ratio (and under) = 30	50
	<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>

**1.19 Acceptance / Rejection of Bids**

- .1 Except with the written consent of the Consultant, Bids shall not be withdrawn and shall remain open for acceptance and shall be irrevocable for a period of **60** days from the Bid closing date and time.
- .2 The Consultant and the Owner shall each have the absolute and unfettered discretion in determining the evaluation and assessment criteria upon which a Bidder may be eligible to bid, and in the award of the construction contract. In addition, the Consultant and Owner shall each have the absolute and unfettered discretion in their respective evaluation and assessment of each Bidder's qualifications for the purpose of determining the eligibility of each Bidder to submit a Bid and in the award of the construction contract. The Consultant and the Owner may, prior to the Bid closing date, or after the submission of bids, require any Bidder to submit written proof of qualifications as required by the Consultant and the Owner in their absolute and unfettered discretion for evaluation and assessment.
- .3 The mere eligibility of a Bidder to submit its Bid, either by invitation or by a pre-qualification process, shall not limit or restrict, in any manner whatsoever, the Consultant's and the Owner's respective absolute and unfettered discretion in their respective overall evaluation and assessment of each Bid and Bidder or in the award of the construction contract.
- .4 Subcontractors listed in Document 00 43 00 and their respective bids to the Bidder are considered to be included as an integral part of the Bid submitted by the Bidder. Bidders acknowledge that the List of Subcontractors shall be one of the criteria considered in the evaluation and assessment of each Bid.
- .5 Bidders acknowledge that Bids may not be accepted unless accompanied by all of the required Tender Documents, completed as requested in their entirety. No names, either of Subcontractor's or Bidder's own forces, may be changed after submission of a Bid unless written approval is received from the Consultant and/or the Owner in their respective absolute and unfettered discretion.
- .6 Bids that are unsigned, improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may in the absolute and unfettered discretion of the Consultant and/or the Owner be declared non-compliant and therefore void.
- .7 Bids with Bid Forms and enclosures which are improperly prepared may in the absolute and unfettered discretion of the Consultant and/or the Owner be declared non-compliant and therefore void.
- .8 Bids that fail to include insurance requirements, and other required submittal documents may in the absolute and unfettered discretion of the Consultant and/or the Owner be declared non-compliant and therefore void.
- .9 Corrections prior to Bid Closing: if information provided by the Bidder on the Bid Form is corrected (e.g. wrong figure), the person(s) signing the Bid Form shall initial and date the correction failing which the Bid may not be accepted in the absolute and unfettered discretion of the Consultant and/or the Owner.
- .10 Corrections: if a number is written in both figures and script and these differ, the script governs.
- .11 In their respective absolute and unfettered discretion, the Consultant and/or the Owner each reserve the right to accept or reject non-compliant Bids.
- .12 In their respective absolute and unfettered discretion, the Consultant and/or the Owner each reserve the right to waive any non-compliance in any Bid and may consider such Bid valid and the Bidder eligible to be awarded the construction contract and the Bidder is stopped from raising any non-compliance in its Bid as a reason for failing and/or refusing to enter into the construction contract.
- .13 Bidders may withdraw their Bid prior to Bid closing date and time.

- .14 The Bidders acknowledge and understand that the lowest Bid may not be accepted in the Consultant's and/or the Owner's absolute and unfettered discretion and/or any bid.
- .15 The Bidders acknowledge and understand that the Owner or the Consultant reserve the right to not accept any bids and/or to not proceed with the work/project.
- .16 Bidders acknowledge that the Consultant and/or the Owner in their absolute and unfettered discretion may enter into negotiations with one (1) or more Bidders after the Bid closing date. Such negotiations may include but are not limited to matters relating to the scope of work, price, schedule and terms and conditions that may or may not be set out in the Tender Documents. In their respective absolute and unfettered discretion, the Consultant and/or the Owner may determine the successful Bidder and award the construction contract based on the outcome of any such negotiations with any Bidder(s) or based upon the original submitted Bid(s) of such Bidder(s).
- .17 A Bid is deemed to be accepted by the Owner only upon the successful Bidder being notified by written Letter of Intent from the Owner or the Consultant. The Bidder shall acknowledge receipt of the Letter of Intent by returning a signed copy of the Letter of Intent together with the required Performance Bond and Labour and Material Payment Bond within seven (7) days of the date of the Letter of Intent failing which the Owner shall be entitled to exercise all of its rights and claims against such Bidder arising as a result of this breach.
- .18 After Bid has been accepted, submitted bid securities will be returned to the unsuccessful Bids.

**1.20 No Implied Terms**

- .1 The Tender Documents shall be deemed by each Bidder to be complete and satisfactory for the purposes of submitting its Bid and each Bidder acknowledges and confirms that there are no implied terms and conditions in the Tender Documents upon which the Bidder relies for the purposes of, including but not limited to: submitting its Bid; respecting the evaluation and assessment of its Bid by the Consultant and/or the Owner; and respecting the award of the construction contract.

**1.21 Limitation of Damages**

- .1 Each Bidder, by submitting its Bid, agrees that it shall not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid, and the Bidder waives any and all claims for damages in negligence, in contract and in common law and equity suffered by the Bidder and without limiting the generality of the foregoing damages incurred on account of any breach of contract, misrepresentation and/or negligence by the Consultant and/or the Owner collectively or individually respecting the Bidding process, the evaluation and assessment of any Bid and/or Bidder and/or the award of the construction contract to the successful Bidder, which claims for damages include but are not limited to any claim for loss of profit, out of pocket expenses, legal costs, consulting and expert costs, loss of reputation, loss of business, loss of labour productivity, administrative and overhead costs.
- .2 Bidder, by submitting a bid to this Tender, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this Tender and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against Lunenburg County Lifestyle Centre whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Tender, in participating in this bid process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this tender and any resulting process, discussions or negotiations.

**1.22 Tender Requirements and Conditions**

- .1 Permits and Licenses – The Trade Contractor is responsible for obtaining all provincial, municipal and other permits as required for the work, and shall adhere to all regulations from regulatory bodies, including the National Building Code, current edition in force. They shall pay all fees for these permits. Subcontractors are responsible for obtaining permits and following regulations as they affect their work.
- .2 Bidders or their employees must not be employees of the LMPCC.
- .3 The bidder must comply with Nova Scotia Fire Safety Act and all Municipal Regulations, Ordinances and other laws including the Occupational Health and Safety Act.
- .4 Alternatives:
  - .1 Where the Tender Documents stipulate a particular product, written requests for substitutes will be considered by the Owner up to three (3) days before tender closing. Such requests shall be accompanied by complete descriptive and technical information including MSDS so that a proper evaluation can be made.
  - .2 When a request for approval of a product is made, the Owner may grant approval and will issue an Addendum to this effect to known bidders.
- .5 Schedule – Upon award of work, the successful bidder shall within one (1) week provide a schedule clearly indicating timelines for completion of all aspects of the project.
- .6 Right to Negotiate – The Owner and the Owner may, in their sole discretion:
  - .1 Award to a Bidder or Bidders the Contract, based on its Tender, without further negotiation or documentation; or
  - .2 Award to a Bidder or Bidders and negotiate and finalize such further documentation as the Owner and Owner determines to be necessary or advisable. The entering into of such negotiation by the Owner shall not fetter its discretion to award the Contract to other Bidders, not award any Contract, or otherwise.
- Sign-in / Sign-out – Trade Contractors are required to sign-in and sign-out daily when on site.
- .7 Identification – Trade Contractors are required to display photo identification at all times on site.

- .8 Police Clearance – Trade Contractors are required to provide Police Clearance (e.g. “Certificate of Adult Criminal Convictions / Record” from the Halifax Regional Police or RCMP) for all personnel to the OWNER prior to commencing any work on site.
- .9 “Undertaking to Comply and Contractors Safety Checklist” – After the contract has been awarded and signed, the contractor will be contacted by the Consultant and / or the LMPCC Construction Manager to attend a site visit with the Owner to complete the “Undertaking to Comply and Contractors Safety Checklist” prior to the commencement of any work.

**1.23 Amendments or Withdrawal of Bid Prior to Bid Closing**

- .1 Tender may be amended or withdrawn by post or email.

Clearly indicate on the fax transmission or submitted envelope, whether your correspondence is an amendment or withdrawal and the title of the Bid. Sign and seal as required for bid, and submit at address listed under closing location on the cover of this document.

**1.24 Signing**

- .1 Refer to Section 00 30 00.

**PART 2 - PRODUCTS**

**2.1 Not Used**

- .1 Not Used

**PART 3 - EXECUTION**

**3.1 Not Used**

- .1 Not Used

**END OF SECTION 00 20 00**