SPECIFICATION

FOR

Exterior Painting

Government House

1 Terry Fox Drive

Charlottetown, Queens County, PEI

Project 2475-18024

Prepared by:

PEI Department of Transportation, Infrastructure and Energy

June, 2018

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1. GENERAL

   a) All bidders submitting tenders for this work shall first examine the site and all conditions thereon and/or therein. All tenders shall take into consideration all such conditions as may affect the work under this contract, no claims for extras resulting from conditions existing at the time of tender will be accepted by the Owner.

2. SITE VISIT

   a) **There will be a recommended site visit held, Wednesday July 4th, @ 9:00 am. Contractors are asked to meet outside the main entrance of the building.**

END

Sealed tenders will be received at the Public Works and Planning Division of the Department of Transportation, Infrastructure and Energy, 3rd Floor Jones Building, 11 Kent Street, Charlottetown, PE until **2 PM, Local Time, on Thursday, July 12th, 2018.** Tenders are to be clearly marked to indicate the project being tendered on.

Government House – Exterior Painting
Charlottetown, Queens County, PE

Scope of Work:

1. Project includes the supply of all labour, material (not including paint), equipment and supervision and clean-up, but not be limited to the preparation and installation of paint to the exterior of the buildings as identified in the drawings and specification herein.

2. Contractor responsible to paint the exterior of three (3) Buildings as outlined; Government House, the Garage and the Gate House.

3. Contractor to carefully remove and paint shutters along front of house. Shutters to be reinstalled after, the front of the house has been painted.

4. Work to commence September 4th, 2018, and be completed by October 19th, 2018.

Drawings and Specifications may be obtained from the Department of Transportation, Infrastructure and Energy, 3rd Floor Jones Building, 11 Kent Street, Charlottetown, PE.

Drawings and Specifications are available for viewing at the Construction Association offices in Charlottetown, Moncton, Saint John, Fredericton and Halifax.

Refer to Instructions to Bidders for Bid Security and Contract Security requirements.

Tenders will be opened at the above advertised time and place and Bidders are invited to be present at the opening. Lowest or any Tender will not necessarily be accepted.

Any additional information can be obtained by contacting **Jonathan Gauthier, at 902-368-6680 or fax 902-569-0590.**

END

1. GENERAL

a) The Tender Documents including General Conditions of Contract, the Instructions to Tenderers, Specifications, Tender Form and Drawings are all complementary and shall be read together.

b) Each Tenderer shall examine the Tender Documents as soon as possible after receipt thereof and should he or she discover any errors or omissions therein, he or she shall notify the Department as soon as possible and at least seven (7) days prior to the date set for receiving tenders so that further instructions and/or drawings may be issued to all Tenderers before the date set for receiving tenders.

2. ADDENDA

a) Tenders may, during the tendering period, be advised by addenda of required additions to, deletions from, or alterations to the requirements of the tender documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in arriving at the fixed sum tender figure.

3. BID AND CONTRACT SECURITY

BID SECURITY

a) Each Tender submitted shall be accompanied by the following security:

.1 General Contract Tender less than or equal to Three Million ($3,000,000.00) Dollars, including mechanical and electrical subcontract values:

A Bid Bond equal to at least ten percent (10%) of the Tender amount and a Letter of Surety from a bonding company guaranteeing to supply a Performance Bond in the amount of fifty percent (50%) of the total contract amount.

OR

A Security Deposit equal to at least ten percent (10%) of the Tender amount.

.2 General Contract Tender more than Three Million ($3,000,000.00) Dollars, including mechanical and electrical subcontract values:

A Bid Bond equal to at least ten percent (10%) of the Tender amount and a Letter of Surety from a bonding company guaranteeing to supply a Performance Bond in the amount of fifty percent (50%) of the total contract amount and a Labour and Material Payment Bond in the amount of fifty percent (50%) of the total contract amount.

b) .1 All Bonds and Letter of Surety, provided by General Contractors, made payable to the Owner.

.2 Bonds and Letters of Surety supplied by the General Contractor to the Owner shall be from a recognized surety company, satisfactory to, and approved by the Owner.

c) .1 Security Deposits, provided by General Contractors, must be in the form of a Certified Cheque or Bank Draft drawn on a Bank to which the Bank Act applies or a Credit Union, payable to "**Minister of Finance, Province of Prince Edward Island**".

OR

.2 Bond of the Government of Canada, unconditionally guaranteed, as to the principal and interest by the Government of Canada if such Bonds are:

(a) Payable to the bearer, or

(b) Accompanied by a duly executed instrument of transfer to the Owner, in the form prescribed by the Domestic Bonds of Canada Regulations, or

(c) Negotiated as to principal or as to principal and interest in the name of the Owner, pursuant to the Domestic Bonds of Canada Regulations.

d) Security deposits submitted through the Bid Depository shall be accompanied by the Bid Security. The subcontractors shall advise General Contractors what form of bid security is being used and what form of contract security will be used.

CONTRACT SECURITY

a) Upon award of a contract the Contractor is to provide the following contract security:

.1 <u>General Contract Tender less than or equal to Three Million ($3,000,000.00) Dollars, including mechanical and electrical subcontract values:</u>

A Performance Bond in the amount of fifty percent (50%) of the contract amount.

OR

A Security Deposit in an amount equal to at least ten percent (10%) of the contract amount.

.2 General Contract Tender more than Three Million ($3,000,000.00) Dollars, including mechanical and electrical subcontract values:

A Performance Bond and a Labour and Materials Payment Bond, each in the amount of fifty percent (50%) of the contract amount.

b) .1 All bonds, provided by General Contractors, are to be made payable to the Owner.

.2 Bonds shall be from a recognized surety company, satisfactory, and approved by the Owner.

.3 If a Performance Bond is utilized, it shall be maintained in force for a period of not less than twelve (12) months after the issuance of the total Performance Certificate.

c) .1 Security Deposits, provided by General Contractors, must be in the form of a Certified Cheque or Bank Draft drawn on a Bank to which the Bank Act applies or a Credit Union, payable to "**Minister of Finance, Province of Prince Edward Island**".

OR

.2 Bonds of the Government of Canada, unconditionally guaranteed, as to the principal and interest by the Government of Canada if such Bonds are:

(a) Payable to the bearer, or

(b) Accompanied by a duly executed instrument of transfer to the Owner, in the form prescribed by the Domestic Bonds of Canada Regulations, or

(c) Negotiated as to principal or as to principal and interest in the name of the Owner pursuant to the Domestic Bonds of Canada Regulations.

(d) Contract security shall be provided at the expense of the Contractor, bonds shall be provided by an established surety company satisfactory to, and approved by the Owner. Certified Cheques or Bank Drafts shall be drawn on an account with a recognized financial institution.

(e) Contract security submitted by subcontractors, to General Contractors, shall be in a form satisfactory to the General Contractor.

4. CONSTRUCTION SCHEDULE

a) Work to commence **September 4th, 2018**.

b) The completion date for this project shall be **October 19th, 2018**.

c) Contractor to provide a construction schedule, safety policy, proof of insurance and signed contract documents prior to starting work.

5. MATERIALS AND EQUALS

a) Materials, plant and equipment are described and named specifically in the Specifications ONLY to describe types and qualities of materials, plant and equipment required.

b) Suppliers or manufacturers wishing to have their material, plant or equipment approved as an equal shall submit complete technical information to the Consultant seven (7) days prior to the receipt of tenders. The Consultant shall review the material submitted and notify all prospective bidders of any materials, plant or equipment that have been accepted as equal.

c) All bidders submitting a tender shall include in their tender amount only materials, plant or equipment as specified or that have been approved as an equal.

6. ALTERNATE PRODUCTS

a) Approval may be given by the Consultant after the award of the Contract, on application in writing from the Contractor, for the substitution of a similar material, item or plant or equipment bearing another brand name or of other manufacture, subject to the following:

.1 Any top quality material or item of plant and equipment proposed as a substitute by the Contractor and considered by the Consultant to be of equal quality, value and price to that specified and suitable for the purpose intended, may be accepted as a substitute.

.2 Materials and items of plant and equipment which the Contractor proposes as substitutes and which are considered by the Consultant to be suitable for the purpose intended, but which are in his or her opinion of lesser value, quality and price than those specified will only be accepted as substitutes if reasonable credits are allowed for their use.

.3 Requests for alternates must be made by the Contractor well in advance of the time the item is to be ordered. The request shall be accompanied by sufficient information in the form of manufacturers literature, samples, and other data to permit proper investigation of the substitutes proposed.

b) Bidders are requested to include information on alternates as an appendix to this tender. The information should indicate the proposed credit or extra, to the tender amount, and include sufficient data to allow the Consultant to evaluate the item proposed as an alternate.

7. SUPERVISION AND COORDINATION

a) The Contractor shall be responsible for supervising and coordinating all aspects of the work.

b) The Contractor shall include in his or her quotation all cost relative to supervising sub-Contractors, including those submitting tenders directly to the Owner, which form a portion of the complete project and shall be assigned to the successful General Contractor.

8. RESPONSIBILITY

a) The Contractor shall be responsible to be fully familiar with the complete documents and shall include in his or her tender those items which are named, implied, or traditionally a part of the general contract work.

9. DEFINITIONS

In this specification the following terms shall have the definitions noted below:

OWNER:	**Government of Prince Edward Island as represented by the Minister of Transportation, Infrastructure and Energy**
CONSULTANT:	PEI Dept. of Transportation, Infrastructure and Energy

10. SITE INSPECTOR

a) There will be an Inspector representing the Department of Transportation, Infrastructure and Energy, Province of PEI. No work is to be covered without having received approval from the Inspector. The Inspector will have the authority to cause any part of the work to cease, should, in his or her opinion, there be a cause to do so.

This work shall be examined by the Department and approval granted to resume when a satisfactory solution has been found.

b) The inspector does not have authority to authorize changes to work. He or she shall confer with the Consultant who, if necessary will authorize any change.

c) The fact that the inspector does not reject any work shall not remove the responsibility for completing all work as specified; from the Contractor.

11. OWNERS RIGHT TO TERMINATE CONTRACT

a) The Owner reserves the right to remove the Contractor from the site if the work is not completed as specified in Paragraph 4. If the Contractor is removed, the Owner shall have the work completed and deduct the cost of this work from the amount owing the Contractor and his or her bid deposit.

12. SUB-CONTRACTORS

a) The bidder shall include with his or her tender, in the space designated for that purpose, the names of each Sub-Contractor included in his or her tender, reserving however, the right to substitute other Sub-Contractors for any trade in the event that the listed sub-contractor declares bankruptcy after the date of close of the tenders. Any such substitution shall be subject to the approval of the Owner and contingent on evidence of bankruptcy satisfactory to the Owner.

b) "OWN FORCES" is acceptable only where the bidder can demonstrate that he or she has the resources to carry out the work so designated. Bidders are required, if so requested, to provide information relevant to experience and personnel which will demonstrate to the satisfaction of the Owner that a Sub-Contractor is qualified to perform the work of a particular sub-contract.

c) All Sub-Contractors are advised to become familiar with all Specifications and Drawings. The General Contractor shall ensure that all sub-trades understand their entire responsibilities in order to complete the project. Sub-trade work may appear in various sections of Specifications and on various drawings.

13. GUARANTEES

a) The Contractor shall be required to guarantee the work of this Contract for a period of twelve (12) months after the Owner's acceptance of the work, against improper or defective materials and workmanship, and shall repair and make good at his or her own expense any damage to the building and contents through any of the above causes during this period. Any contract omissions and/or deficiencies reported to the Contractor within twelve (12) months after acceptance of the work shall be made good by the Contractor at his or her own expense.

b) Notwithstanding the above, the bidder's attention is directed to the fact that certain individual items on this project may be required to be guaranteed by the manufacturer for periods in excess of twelve (12) months. These specific requirements are to be found in various sections of the Specifications for this project.

14. REJECTION OF TENDERS

a) The Owner reserves the right to reject any and all tenders.

15. CONSULTANT'S INTERPRETATION

a) The Consultant's interpretation of plans and specifications shall be final. Should the Contractor have any doubt as to interpretation, he or she shall refer to the Consultant for clarification before submitting his or her tender. No allowances or extras will be made for misinterpretation of plans and specifications by the Contractor.

16. PERMITS, REGULATIONS AND TAXES

a) All permits and fees required for the proper completion and inspection of the work herein specified will be paid for by the Contractor. Except the building permit which will be paid for by the Owner. All applicable taxes shall be included in the tender price, excluding the Harmonized Sales Tax. The Contractor, as per current Provincial Regulations, shall include on all invoices the Harmonized Sales Tax as an additional line item. This would be in addition to the tender amount which does not include HST.

b) The work shall be completed to the satisfaction of the Consultant and local inspecting authorities.

c) In the absence of any provisions contained herein, the applicable Provincial Codes or the National Building Code shall govern in that order.

d) The latest edition of the Canadian Electrical Code shall govern all Electrical work, whether prewired and/or assembled remote from the site or not.

e) All equipment supplied or installed shall be CSA approved for the intended use.

f) All materials, components and equipment as well as construction methods shall comply with the latest edition of the National Building Code and all other applicable codes or regulations.

g) The latest edition of the PEI Occupational Health and Safety Act and Regulations shall govern safe construction practices.

17. EXISTING CONDITIONS

a) Bidders will be held to have examined the Tender Documents, to have visited the site and to have informed themselves as to existing conditions and limitations.

b) If in the performance of the contract, subsurface or latent conditions at the site are found to be materially different from those indicated by the drawings and specifications, or unknown conditions not usually inherent in work of the character shown and specified, the attention of the Consultant shall be called immediately in writing to such conditions before they are disturbed. Upon such notice, or upon his or her own observation of such conditions, the Consultant shall promptly make such changes in the drawings and specifications as he or she finds necessary to conform to the different conditions and any increase or decrease in the cost shall be adjusted as provided under "Changes in the Work".

18. RECEIPT AND OPENING OF TENDERS

a) Tenders will be opened at the time and place stated in the tender call. The officer whose duty it is to open them will decide when the specified time has arrived. No responsibility will attach to any officer for the premature opening of a bid not properly addressed and identified.

19. AWARD OF CONTRACT

a) If the tender is accepted the Contract will be awarded as promptly after the opening of bids as is possible. The selection of the tender that is accepted shall be at the sole discretion of the Owner.

b) Each bidder shall be prepared, if so requested by the Owner, to present evidence of his or her experience, qualifications and financial ability to carry out the terms of the contract.

20. TENDER SUBMISSION

a) Tenders must be submitted on the form included with this specification. This form must be completely filled out in ink, or be typewritten with the signature in longhand. The completed forms shall be without interlineations, alteration or erasures.

b) The tender, together with the Tender Security described in this section must be addressed and delivered in a sealed envelope marked "Tender" and bearing the name of the Contractor submitting the tender, together with identification indicating the name of the project.

c) Tenders will be received at the place and time indicated in the tender call. Late tenders will not be accepted and will be returned unopened to the tenderer.

d) Amendments to the submitted offer will be permitted if received in writing prior to tender closing and if endorsed by the same party or parties who signed and sealed the offer. Amendments submitted by fax will be accepted, if received prior to tender closing. (Fax (902) 569-0590).

e) The receipt of addenda for the project shall be acknowledged by filling in the addendum number and date of issue for each addendum on the appropriate line in the tender form. These lines shall be initialed by the person signing the tender after they have been filled in.

f) Any appendices to the tender form requesting information on suppliers, sub-contractors or alternate prices shall be filled in for the tender to be considered complete.

21. TAXES

a) All tenders submitted shall EXCLUDE the Harmonized Sales Tax.

22. CONFIDENTIALITY AND FREEDOM OF INFORMATION (Effective November 1, 2002)

a) By submitting your bid, you agree to disclosure of the information supplied, subject to the provisions of the Freedom of Information and Protection of Privacy (FOIPP) Act.

b) Anything submitted in your bid that you consider to be "confidential information" because of its proprietary nature should be marked as "CONFIDENTIAL", and will be subject to appropriate consideration under the Freedom of Information and Protection of Privacy Act.

c) During the delivery and installation of goods and/or services, you may have access to confidential or personal information. Should this occur, you must ensure that such information is not released to any third party or unauthorized individual.

d) Any information provided on this contract may be subject to release under the Freedom of Information and Protection of Privacy Act. You will be consulted prior to the release of any information.

END

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1. DEFINITIONS

a) The Contract Documents shall include instructions to Tenderers, General Conditions, Supplementary General Conditions, Specifications, Drawings, Tender Form and the signed agreement.

b) The Owner, the Contractor and the Consultant are those names as such in the Agreement and Specifications.

c) The term 'Subcontractor' includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the Contract, and a person, firm or corporation furnishing material called for in the Contract and worked to a special design according to the Drawings or Specifications, but does not include one who merely furnishes material not so worked.

d) The term 'work' includes all labour, materials and services required, as shown or described in the contract, documents, supplied and installed or erected complete at the place of building.

e) The term 'Other Contractor' means any person, firm or corporation employed by or having a contract directly or indirectly with the Owner otherwise than through the Contractor.

f) The place of building is the designated site or location of the completed work.

g) The law of the place of building shall govern the work.

h) For the purpose of contract signing authority, the Director is the Director of the Public Works and Planning Division of the PEI Department of Transportation, Infrastructure and Energy.

2. DOCUMENTS

a) The Contract Documents shall be signed in duplicate by the Owner and Contractor. The Contract Documents are complementary and what is called for by any one shall be as binding as if call for by all. The intention of the documents is to include all labour and materials reasonably necessary for the proper execution of the work. It is not intended however, that materials or work not covered by or properly inferable from any heading, section or trade in the specifications shall be supplied unless shown on the drawings. Descriptions of materials or work in words which so applied have well known technical or trade meanings shall be held to refer to such recognized standards. Should the specification conflict with the drawings, the specifications shall govern. In the case of discrepancies between drawings, those of larger scale, or if the scales are the same, those of later date shall govern.

All drawings and specifications shall be interpreted in conformity with the agreement and these General Conditions which shall govern.

3. DETAIL DRAWINGS & INSTRUCTIONS

a) The Consultant shall furnish as necessary for the execution of the work, additional instructions, by means of drawings or otherwise. All such additional instructions shall be consistent with the Contract Documents. The work shall be executed in conformity therewith and the Contractor shall do no work without such additional instructions. In giving such additional instructions, the Consultant shall have authority to make minor changes in the work, not inconsistent with the Contract.

If either the Contractor or the Consultant so request, they shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work fixing the dates at which the various detail drawings will be required and the Consultant shall furnish them in accordance with this schedule, and on like request, a schedule shall be prepared, fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the work.

4. COPIES FURNISHED

a) The Consultant shall furnish to the Contractor, without charge, as many copies of all Drawings and Specifications as are reasonably necessary for the proper execution of the work.

5. SHOP DRAWINGS

a) The Contractor shall furnish to the Consultant, at proper times, all shop and setting drawings or diagrams which the Consultant may deem necessary in order to clarify the details of the work. The Contractor shall make any changes in such drawings or diagrams which the Consultant may require consistent with the Contract, and shall submit sufficient copies of the revised prints to the Consultant for approval – all but one of which shall be returned to the Contractor if approved by the Consultant. When submitting such shop and setting drawings, the Contractor shall notify the Consultant in writing of changes made therein from the Consultant's Drawings or Specification. The Consultant's approval of such drawings or of the revised drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein or for changes made from the Consultant's Drawings or Specifications not covered by the Contractor's written notification to the Consultant.

6. DRAWINGS AND SPECIFICATIONS ON THE WORK

a) The Contractor shall keep one copy of all Drawings, Specifications and approved shop drawing on the work, in good order, available to the Consultant and to his or her representatives.

7. OWNERSHIP OF DRAWINGS AND MODELS

a) All drawings, specifications and copies thereof and all models furnished by the Consultant are property of the Owner. They are not to be used on other work and, with the exception of the signed contract set of the Drawings and Specifications, are to be returned to him or her on request on the completion of the work. Any models furnished by the Contractor or the Owner are the property of the Owner.

8. SAMPLES

a) The Contractor shall furnish for the Consultant's approval such samples as he or she may reasonably require. The work shall be in accordance with approved samples.

9. MATERIAL TESTS AND MIX DESIGNS

a) The Contractor shall furnish for the Consultant's approval such material tests and mix designs as he or she may reasonable require. The cost of providing the foregoing beyond the extent called for in the specification shall be charged to the Owner. The work shall be in accordance with approved material tests and mix designs.

10. CONSULTANT AND CONTRACTOR

a) The Consultant is, in the first instance, the interpreter of the Contract and the judge of its performance; he or she shall use his or her powers under the Contract to enforce its faithful performance by both parties hereto. The Contractor shall, however, have complete control, subject to Article 12, of his or her organization. In case of the termination of the employment of the Consultant, the Owner shall appoint any Consultant whose status under the Contract shall be that of the former Consultant.

11. THE CONSULTANT'S DECISION

a) The Consultant shall decide on questions arising under the Contract Documents, whether as to the performance of the work or the interpretation of the Specifications and drawings, but should the Contractor hold such decisions to be at variance with the Contract Documents or to involve changes in the work already built, fixed, ordered or in hand in excess of the contract, or to be given in error, he or she shall notify the Consultant before proceeding to carry them out. In the even t of the Consultant and the Contractor failing to agree as to such excess or error and the Consultant deciding to carry out such disputed work, the Contractor shall act according to such decision. Any question of excess of cost due to the aforesaid cause may be decided in the manner hereinafter provided in Article 43.

12. SUPERINTENDENCE

a) The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Consultant. The superintendent shall not be changed except with the consent of the Consultant, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his or her employ. The superintendent shall represent the Contractor in his or her absence and directions on minor matters given to him or her shall be held to be given to the Contractor. Important directions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the work using his or her best skill and attention.

13. MATERIALS, APPLIANCES, EMPLOYEES

a) Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified all materials shall be new. Both workmanship and materials shall be of the quality specified. The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her.

14. INSPECTION OF WORK

a) The Owner, or the Consultant on his or her behalf, and their representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the specifications, the Consultant's instructions, the laws, or the ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Consultant timely notice of its readiness for inspection, and if the inspection is by an authority other than the Consultant, of the date and time fixed for such inspection. Inspections by the Consultant shall be promptly made. If any such work should be covered up without approval or consent of the Consultant, it must, if required by the Consultant, be uncovered for examination and made good at the Contractor's expense. Re-examination of questioned work may be ordered by the Consultant. If such work be found in accordance with the Contract, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the contract, through the fault of the Contractor, the Contractor shall pay such cost.

15. REJECTED WORK

a) The Contractor shall promptly remove from the premises any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or other act of the Contractor, which has been condemned by the Consultant as failing to conform to the Contract Documents, whether incorporated in the work or not. The Contractor shall

promptly replace and re-execute his or her own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned material or work within the time fixed by written notice, the Owner may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within Five (5) days thereafter, the Owner may, upon Ten (10) day's written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

16. DEDUCTIONS FOR UNCORRECTED WORK

a) If, in the opinion of the Consultant, it is not expedient to correct defective work or work not done in accordance with the Contract Documents, the Owner may deduct from the contract price the difference in value between the work as done and that called for by the contract, the amount of which shall be determined in the final instance by the Consultant.

17. CORRECTION AFTER COMPLETION

a) Subject to any special provisions in the Contract Documents, the Contractor shall remedy any defects due to faulty materials or workmanship appearing within a period of one year from the date of substantial completion of the work and shall pay for any damage to other work resulting therefrom which appears within such period and neither the final certificate nor payment thereunder shall relieve the Contractor from responsibility hereunder. The Owner shall give notice of observed defects promptly. Questions arising under this Article may be decided as provided in Article 43.

18. EMERGENCIES

a) The Consultant has authority in an emergency to stop the progress of the work whenever, in his or her opinion, such stoppage may be necessary to ensure the safety of life, or of the structure, or neighbouring property. This includes authority to make such changes and to order, access and award the cost of such work extra to the Contract or otherwise as may in his or her opinion be necessary.

19. PROTECTION OF WORK AND PROPERTY

a) The Contractor shall maintain continuously adequate protection of all his or her work from damage and shall take reasonable precautions to protect the Owner's property from all injury arising in connection with this Contract. He or she shall make good any damage or injury to his or her work and shall make good any damage or injury to the property of the Owner resulting from the lack of reasonable protective precautions. He or she shall not be responsible,

however, for any damage or injury to his or her work and to the property of the Owner which may be directly due to errors in the Contract Documents or caused by the Owner, his or her agents, or employees, or from any work or risk which the Owner has agreed to insure, provided the Contractor has taken reasonable protective precautions. He or she shall adequately protect adjacent property as required by law and the Contract Documents.

20. CONTRACTORS' INSURANCE

a) INDEMNITY/HOLD HARMLESS

.1 The Contractor shall be liable for all injuries to persons and for damage to property caused by his or her operations, and those of his or her sub-contractors, and his or her and their employees, engaged on all operations in connection with the contract both on and off the site, and he or she shall indemnify and save harmless the Owner from all suits, claims, expenses, costs, demands, losses, and damages to which the Owner may be put by reason of injury, including death, to persons, and damage to property of the Owner and others, resulting from; negligence, carelessness and any other cause whatsoever in the performance of the work.

.2 The Contractor shall, until the date of issue of the final Certificate of Approval of the work by the Consultant, Indemnify and Save Harmless the Owner, and protect his or her own interests against:

(a) Theft, burglary or robbery of, and loss or damage to, all materials and equipment brought to the site for use in the work, whether or not such materials and equipment are incorporated in the work at the time that any such theft, burglary, robbery, loss or damage occurs.

(b) Theft or burglary of, and loss or damage to, any of his or her own plant and equipment being used on the Project and/or stored on the site.

b) BUILDERS RISK, ALL RISK PROPERTY INSURANCE

.1 The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with Insurers and in forms and amounts acceptable to Government:

(a) The Contractor shall have Commercial General Liability coverage in an amount not less than Two Million ($2,000,000.00) dollars inclusive per occurrence against bodily injury and property damage. The government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

i) Blanket Written Contractual Liability;
ii) Personal Injury Liability;
iii) Non-owned Automobile Liability;
iv) Cross Liability;
v) Operation of Attached Machinery

Commercial General Liability insurance shall be endorsed to provide the Owner with thirty (30) day advance written notice of cancellation or material change and fifteen (15) days notice in the event of non-payment.

(b) Automotive liability coverage (Standard Automobile Policy) on all vehicles, the subject of this Agreement, owned, leased, operated or licensed in the name of the Contractor, in an amount not less than Two Million ($2,000,000.00) dollars

(c) If the work involves new construction or reconstruction of a property being repaired or maintained, the Contractor shall provide and maintain All Risk Course of Construction (Builder's Risk) to the full value of the work in the amount of the Contract Price. The policy will permit partial or complete use or occupancy by the Owner during the term of this insurance.

All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk management Fund.

.2 Proof of Insurance

A Certificate(s) of Insurance and any renewals thereof, shall be furnished to the Government prior to commencement of work by the Contractor and must be updated as required during the Term.

The policies required by this Agreement shall be in a form and with insurers satisfactory to the Government. Default of deliver or receipt by the government shall not be construed as acknowledgement or concurrence that there has been compliance with the terms of this Agreement.

.3 Indemnification

The Contractor shall indemnify and hold harmless the Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part of any act, error or omission, including but not

limited to those of negligence of the Contractor, or anyone directly or indirectly employed by the Contractor anyone for whom the Contractor may be liable.

21. PERFORMANCE BOND

a) The Owner shall have the right to require the Contractor to furnish a bond covering the faithful performance of the Contract – including the corrections after completion provided for in Article 17 – and the payment of all obligations arising under the contract, in such form as the Consultant may prescribe and with such sureties as he or she may approve. If such bond is required by written instructions given previous to the receipt of bids, the premium shall be paid by the Contractor, if subsequent thereto, it shall be paid by the Owner.

22. CASH ALLOWANCES

a) The Contractor shall include in the contract sum all cash allowances mentioned in the Specifications, which allowances shall be expended in whole or in part as the Consultant shall direct and the amount of the contract sum being adjusted in conformity therewith. The Contract sum includes such sums for expenses and profit on account of such cash allowances as the Contractor requires except those allowances included for contingency purposes.

23. SUBSURFACE CONDITIONS

a) In the event that during the execution of the work, subsurface conditions at the site are found to differ materially from those indicated in the Contract Documents and soil reports, or otherwise represented by the Owner or Consultant to the Contractor, then the Contractor shall promptly notify the Consultant in writing of such conditions, the Consultant shall promptly investigate such conditions and if he or she finds that they differ materially and will result in an increase or decrease in the cost of, or time required for performance of this Contact, an equitable adjustment shall be made between the parties and the contract modified in writing accordingly. If the parties fail to agree upon the adjustment to be made, the dispute may be determined as provided for in Article 43.

24. CHANGES IN THE WORK

a) The Owner or the Consultant, without invalidating the contract, may make changes by altering, adding to, or deducting from the work, the contracts sum being adjusted accordingly. All such work shall be executed under the conditions of the Contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change. Except as provided in Article 18, no change shall be made unless in pursuance of a written order from the Consultant and no claim for an addition to or deduction from the contract um shall be valid unless so ordered and at the same time valued, r agreed to be valued, as provided in Article 25.

25. VALUATION OF CHANGES

a) Change Orders calling for normal changes or additions to the work will be priced in detail giving actual material trade prices (not list prices) and actual labour costs (including Employment Insurance, Worker's Compensation, holiday pay) and actual equipment rental. To these prices the Contractor will add:

.1 For work less than $2,500 involving the General Contractor only, the General Contractor adds 20% to his or her costs.

.2 For work over $2,500 involving the General Contractor only, the General Contractor adds 15% to his or her costs.

.3 For work less than $2,500 involving a Sub-Contractor only, the Sub-Contractor adds 20% to his or her costs, submits this price to the General Contractor who adds 10%.

.4 For work over $2,500 involving a Sub-Contractor only, the Sub-Contractor adds 15% to his or her cost, submits this price to the General Contractor who adds 5%.

.5

(a) For work less than $2,500 involving the General Contractor and Sub-Contractor, the Sub-Contractor adds 20% to his or her costs, submits his or her price to the General Contractor who adds 10%; to this amount the General Contractor adds the cost of his or her own work plus 20% of the cost of his or her own work only.

(b) The General Contractor does not add a further 10% to the cost of his or her own work.

.6

(a) For work over $2,500 involving the General Contractor and a Sub-Contractor, the Sub-Contractor adds 15% to his or her cost, submits this price to the General Contractor who adds 5%; to this amount the General Contractor adds the cost of his or her own work plus 15% of the cost of his or her own work only.

(b) The General Contractor does not add a further 5% to the cost of his or her own work.

.7 Deletions to Contract: A mark-up shall **not** be charged nor credited on a credit portion of a Change Order.

.8 Supervision related to Change Orders shall be considered as included in the allowable mark-up and shall **not** be included in the labour charges for a Change Order.

26. APPLICATION FOR PAYMENTS

a) The Contractor shall – before the first application for payment – submit to the Consultant a schedule of values of the various parts of the work aggregating to the total sum of the contract, divided so as to facilitate payments, made out in such form, and supported by such evidence as to its correctness as the Consultant may direct. This schedule, when approved by the Consultant, shall be used as a basis for applications of payment, unless it can be found to be in error.

b) The Contractor, as per current Provincial regulation, shall include on all invoices the Harmonized Sales Tax as an additional line item. This amount would be in addition to the tender amount which does not include HST. See article 28 of this Section.

27. CERTIFICATES AND PAYMENTS

a) Partial payments will be made monthly and within thirty (30) days after approval by the Owner and on the basis of a duly certified and approved estimate of work performed during the preceding period. In preparing estimates, the material delivered on the site and preparatory work done shall be taken into consideration.

b) In making such partial payments, there shall be retained a hold back in the amount of fifteen percent (15%) of the estimated amount on each partial payment estimate, less any holdback release which may have been made to specific sub-contractors under any progressive release of holdback provisions in Provincial Legislation.

c) All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this shall not be construed as relieving the Contractor from the sole responsibility for the safety and preservation of all materials and work upon which payments have been made and restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract. Nor shall Consultant's Certification of Partial Payment for any work be construed as his or her final or irrevocable acceptance of that work.

d) Document of Completion: Upon completion and acceptance of all work whatsoever required and the release of all claims against the Owner as specified, the Consultant shall file a written document with the Owner and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor – including the extra work and compensation therefore.

e) Final Payment: Within sixty (60) days after the filing of such document of completion and minimum one (1_ day after the lien period, and upon receipt from the General Contractor of declarations signed by each of his sub-contractors that the sub-contractor has been paid up to,

and including the past previous partial payment, the Owner will pay the Contractor the amount stated therein less all deductions authorized by the terms of this contract and previous payments and advances whatsoever to or for the account of the Contractor. All previous estimates and payments, including those relating to extra work, shall be subject to correction at the time of this payment which is, throughout this contact, called Final Payment. Final Payment shall be subject to inspection and acceptance by the Owner or duly authorized representatives of the Owner and by representatives of all agencies having direct interest in the project.

Submittals to include:

- Certificate or letter of clearance from the Provincial Worker's Compensation Board

f) With the second and all subsequent applications for payment, the Contractor shall include a statutory declaration form CCDC 9B, or other similar acceptable form to the Owner, declaring that all labour and materials entering into the work, including Sub-Contractors, covered by the previous application, have been paid. With application for release of lien holdback, the Contractor shall include a statutory declaration form CCDC 9A, or other similar form acceptable to the Owner.

g) With application for release of lien holdback, the Contractor shall include certificates issued by the Worker's Compensation Board, indicating that Worker's Compensation premiums in relation to the project have been paid in full.

28. TAXES

a) Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the contract sum accordingly.

29. PERMITS, NOTICES, LAWS AND RULES

a) The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work (but this shall not include the obtaining of the Building Permit or permanent easement or right of servitude). The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by federal, provincial and local authorities governing construction safety.

If the Contract Documents are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

30. PATENT FEES

a) The Contractor shall pay all royalties and license fees and shall save the Owner harmless from loss on account of suits or claims for infringement of patents in the doing of the work.

31. USE OF PREMISES

a) The Contractor shall confine his or her apparatus, the storage of materials and the operations of his or her workmen to limits indicated by laws, ordinances, permits or by direction of the Consultant and shall not unreasonably encumber the premises with his or her materials. The Contractor shall not load – or permit to be loaded – any part of the work with a weight that will endanger its safety. The Contractor shall enforce the Consultant's instructions regarding signs, advertisements, fires and smoking.

32. CLEANING UP

a) The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his or her employees or work and, at the completion of the work, he or she shall remove all his or her rubbish and all tolls, equipment and surplus materials from and about the work and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost as the Consultant shall determine to be just.

33. CUTTING, PATCHING AND DIGGING

a) The Contractor shall do all cutting, fitting or patching of his or her work that may be required to make its several parts come together properly and fit it to receive or be received by work of Other Contractors shown upon, or reasonably implied by, the Contract Documents.

Any cost caused by ill-times work shall be borne by the party responsible therefore.

The Contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of any other Contractor save with the consent of the Consultant.

34. DELAYS

a) If the Contractor is delayed in the completion of the work by any act or neglect of the Owner, Consultant or any Other Contractor or any employee of any one of them or by changes ordered in the work, then the time of completion shall be extended for such reasonable time as the

Consultant may decide. If the Contractor is delayed in completion of the work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended by a recognized Contractors' association for its members of which the Contractor is a member), fire, unusual delay by common carriers or unavoidable casualties or without limit to any of the foregoing by any cause of any kind whatsoever beyond the Contractor's control, then the time of completion shall be extended for a period of time equal to the time lost due to such delays. In addition and without limit to the foregoing, the time of completion shall be extended because of any cause whatsoever within the Contractor's control which the Consultant shall decide as justifying a delay for such reasonable time as the Consultant may decide.

No such extension shall be made for delay unless written notice of claim is given to the Consultant within seven (7) days of its commencement provided, however, that in the case of a continuing cause of delay only one claim shall be necessary.

If no schedule is made under Article 3, no claim for delay shall be allowed on account of failure to furnish drawings until two (2) weeks after demand for such drawings and not then unless such claim be reasonable.

The Consultant shall not, except by written notice to the Contractor, or as provided in Article 18, stop or delay any part of the work pending decisions or proposed changes either by him or herself or by the Owner.

35. <u>OWNER'S RIGHT TO DO WORK</u>

a) If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the Owner, after five (5) days written notice to the Contractor, may without prejudice to any other right or remedy he or she may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided however, that the Consultant shall approve both such actions and the amount charged to the Contractor.

36. <u>OWNER'S RIGHT TO TERMINATE CONTRACT</u>

a) If the Contractor should be adjusted as bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency or if he or she should – except in case of recited in Article 35 – refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Consultant to supply additional workmen or materials, or if he or she should fail to make prompt payment to Sub-Contractors or for material or labour, or persistently disregard laws, ordinances or the instruction of the Consultant, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Owner, upon the certificate of the Consultant that sufficient cause exists to justify

such action , may, without prejudice to any right or remedy he or she may have, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he or she may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive the expense of finishing the work, including compensation to the Consultant for his or her additional services; such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, shall be certified by the Consultant.

37. CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

a) If the work should be stopped under an order of any court or other public authority through no act or fault of the Contractor or of anyone employed by him or her, or if the Consultant fails to issue a certificate in accordance with Article 27, or if the Owner should fail to pay to the Contractor within seven (7) days of its maturing and presentation, any sum certified by the Consultant or awarded by arbitrators, then the Contractor may, upon five (5) days written notice to the Owner and the Consultant, stop work and/or terminate this Contract without prejudice to any other right or remedy he or she may have and recover from the Owner payment for all work executed and any loss sustained upon the plant or material with reasonable profit and damages.

38. DAMAGES AND MUTUAL RESPONSIBILITY

a) If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him or her then he or she shall be reimbursed by the other party for such damage. Claims under this paragraph shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final certificate, except as expressly stipulated otherwise in the case of faulty work or materials, and may be adjusted by agreement or in the manner set out in Article 43 and the party reimbursing the other party as aforesaid shall thereupon be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party. Should the Contractor cause damage to any other Contractor on the work the Contractor agrees – upon due notice – to settle with such other Contractor by agreement or arbitration, if he or she will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense and if any final order or judgment against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner provided that if the Contractor becomes liable to pay or satisfy any final order or judgment against the Owner, then the Contractor shall have the right upon undertaking to indemnify the Owner against any and all liability for sots to appeal, in the name of the Owner, such final order or judgment to any and all courts or competent jurisdiction.

39. SEPARATE CONTRACTS WITH OTHER CONTRACTORS

a) The Owner reserves the right to let separate contracts in connection with the undertaking of which the work is a part and the Contractor shall connect properly and coordinate this work with that of other Contractors. If any part of the Contractor's work depends – for its proper execution or results – upon the work of any other Contractor, the Contractor shall inspect the work prior to proceeding with his or her work as required by the Contract. Should the Contractor fail so to inspect and report, he or she shall have no claim against the Owner by reason of the defective or unfinished work of any other Contractor except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's work. In letting separate contracts, the Owner shall be responsible for the coordination of fire and other insurance coverages and shall take all precautions reasonable possible to avoid possible occurrence of a labour dispute or disputes on the work.

40. ASSIGNMENT

a) Neither party to the Contract shall assign the Contract without the written consent of the other.

41. SUB-CONTRACTS

a) The Contractor agrees that the list of names of sub-contractors supplied prior to the signing of the Contract is the list of Sub-Contractors proposed to be used to carry out those parts of the work noted thereon and he or she shall not employ any to whom the Consultant may reasonable object.

   If the change of any name on such list is required by the Consultant and the work has to be awarded to a higher bidder, the contract price shall be increased by the difference between the two bids.

   The Consultant shall, on request, furnish to any Sub-Contractor wherever practicable, evidence of the amounts certified to on his or her account.

   The Contractor shall be held as fully responsible to the Owner for the acts and omissions of his or her sub-contractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him or her. In view of this responsibility, the Contractor shall not be obliged to employ as a sub-contractor or supplier any person or firm to whom he or she may reasonable object.

42. RELATIONS OF CONTRACTOR AND SUB-CONTRACTOR

a) The Contractor agrees to bind every sub-contractor by the terms of the Contract Documents, as far as applicable to his or her work.

43. ARBITRATION

a) In the case of any dispute arising between the Owner (or the Consultant acting on his or her behalf) and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the applicable law of the place of building.
Arbitration proceedings shall not take place until after the completion or alleged completion of the work except (a) on a question of certificate for payment, or (b) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

44. OWNER SIGNING AUTHORITY

a) Mr. Alan Maynard, P. Eng. is designated as the Director for the purposes of this agreement, the Director shall represent Government in all matters pertaining to the construction project being provided pursuant to this agreement, and will administer said agreement, and shall complete necessary approvals of all plans and specifications provided for under this agreement on behalf of Government, provided however, that the Director shall not be authorized to amend the terms of the Agreement.

Government may replace the Director by providing written notice, in accordance with the notice requirements of this Agreement.

45. CONFLICT OF INTEREST

a) The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Contractor of an actual or potential conflict of interest, Government, in its sole discretion, may either:

i) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or
ii) terminate the Agreement in accordance with the Termination section of this Agreement.

END

PROJECT: Government House – Exterior Painting

1. GENERAL

a) The undersigned tenderer (hereinafter called the "Contractor") hereby offers to the Minister of Transportation, Infrastructure and Energy (hereinafter called the "Owner") to furnish all necessary tools, plant, services, materials and labour to execute and complete in a careful and workmanlike manner the work set out under the **Project #2475-18024** herein, which is more particularly described in the Plans and Specifications titled **Government House – Exterior Painting** and dated **June, 2018** for the lump sum as set out in Clause 3.

The Contractor agrees:

.1 To complete the work by the date indicated on the Instructions to Bidders.

.2 That this Form of Agreement supersedes and cancels all communication, negotiations and agreements relating to the work other than contained in the completed tender.

.3 To use all suppliers and sub-contractors indicated on his or her tender unless prior approval is received from the Engineer to make a change.

2. ADDENDA

a) The following addenda are included in this contract:

_____

_____

_____

_____

3. CONTRACT PRICE

a) The Contract Price (*the lump sum referred to in Clause 1*:) which excludes value added taxes is:

_____

_____

b) Value added (HST)(of _____%) payable by the Owner to the Contractor are:

_____

_____

c) Total amount payable by the Owner to the Contractor for the construction of the work is:

_____

_____

4. CORRESPONDENCE

a) The Owner, Consultant, and Contractor may be contacted in writing at the addresses below:

Owner & Consultant

PEI Department of Transportation, Infrastructure and Energy
PO Box 2000
Charlottetown, PE
C1A 7N8

Contractor
_____
_____
_____
_____

5. CONTRACTOR'S ACCEPTANCE

a) Accepted and executed on behalf of the Contractor this _____ day of _____, 20___, in the presence of _____.

_____ _____
Witness Signature & Corporate Seal

6. OWNER'S ACCEPTANCE

a) Accepted and executed on behalf of the Owner this _____ day of _____, 20___, in the presence of _____.

_____ _____
Witness Signature & Seal

END

TENDER
SUBMITTED BY: _____
ADDRESS: _____
_____
PHONE: _____ FAX: _____
DATE: _____

FOR: Government House – Exterior Painting
1 Terry Fox Drive
Charlottetown, PE

TO: Minister of Transportation, Infrastructure and Energy
11 Kent Street
PO Box 2000
Charlottetown, PE
C1A 7N8

HAVING examined the drawings and specifications for this project as well as any addenda issued, we hereby offer to furnish all materials, plant and labour necessary for the full and proper completion of:

"Government House – Exterior Painting"

INCLUDING all prime cost allowances, or other taxes in force at this date and **excluding HST**; but not including any additional or deductible allowance or taxes which may be applicable subsequent to this date, and which shall be payable by or to the Owner, in accordance with the above mentioned documents, for the sum of:
_____ Dollars ($_____)
in lawful money of Canada.

In submitting this tender we recognize the necessity to complete the information requested on any appendices, as well as the right of the Owner to accept any tender at the price submitted on the condition that revised tenders will not be called for if minor changes are made.

In the event of this tender being accepted within thirty (30) days of the time stated for the closing of tenders, and our failing or declining to enter into a contract, then our bid deposit shall be forfeited to the Owner in lieu of any damages which he or she may suffer by reason of our failure or refusal to enter into such contract.
In the event of our tender not being accepted within thirty (30) days of the time stated for the closing of tenders, the bid deposit will be returned to us forthwith unless a satisfactory arrangement is made with us covering its retention for a further stated period.

This tender includes the following addenda:

Addendum #	Date	Initial

If we are notified of the acceptance of this tender within the above specified time we will:

Enter into a formal contract agreement with the Owners.
Furnish a general analysis of the contract sum, the total aggregating the amount of our tender.
Provide a Construction Schedule and complete the entire work on or before the dates stated.

Our tender includes the following sub-contractors and suppliers, (own forces may be used, see Item 12, Section B).

Painting _____

_____
Submitted by (Name of Bidder)

_____
Authorized Signature

END

1. REFERENCES

   a) CSA - S269.1 – [1975] Falsework for Construction Purposes.

   b) CAN/CSA - S269.2 – [M87] Access Scaffolding for Construction Purposes.

2. CONSTRUCTION SAFETY MEASURES

   a) Observe construction safety measures of:

      .1 Latest edition of the National Building Code of Canada

      .2 National Fire Code of Canada

      .3 Provincial Government, including but not limited to the:

         (a) Provincial Building Code Act

         (b) Latest edition of the Occupational Health & Safety Act Statutes of Prince Edward Island (including any amendments to and regulations).

         (c) Workers' Compensation Act

         (d) Fire Prevention Act

         (e) Dangerous Goods Transportation Act

         (f) Industrial Best Practices for Equipment Isolation and Lockout Policy

   b) In case of conflict or discrepancy the more stringent requirement shall apply.

   c) Maintain clear emergency exit paths.

   d) Ensure that employees working on this specific project have met training requirements as legislated by the Prince Edward Island Occupational Health and Safety Act and its regulations.

   e) Where reference is made to jurisdictional authorities, it shall mean all authorities who have within their constituted powers the right to enforce the laws of the place of the building and workplace.

3. OVERLOADING

   a) Ensure no part of Work is subjected to loading that will endanger its safety or will cause permanent deformation.

4. FALSEWORK

   a) Design and construct falsework in accordance with CSA s269.2.

5. HOISTS AND CRANES

   a) Operate such equipment only by qualified hoist or crane operators, and maintain current inspection certificate.

6. SCAFFOLDING AND FALL ARREST

   a) Design and Construct Scaffolding in accordance with CSA S269.

   b) Each user of scaffolding shall examine scaffolding for sufficiency before using it. He or she shall make it secure, or shall notify the Contractor in Writing that he or she will not commence work until it is made secure.

   c) Comply with the requirements of the Fall Protection and Scaffolding Regulations, Province of Prince Edward Island 1988.

7. EQUIPMENT AND TOOLS

   a) Each user of equipment or tools shall be appropriately trained and be responsible to examine for sufficiency before use. Make equipment and tools safe if necessary, or notify the Contractor in writing that user will not commence work with such tools until it is made safe.

8. WHMIS

   a) Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and comply regarding labeling and provision of material safety data sheets.

   b) Have a copy of WHMIS data sheets available at the workplace on delivery of materials.

9. HAZARDOUS MATERIALS

a) Should material resembling hazardous materials, including but not limited to spray or trowel applied asbestos, be encountered in course of work; stop work immediately. Do not proceed until written instructions have been received from Consultant.

10. SITE CLEANING

a) Except where special permission is obtained, maintain clear access on sidewalks and roads

11. FIRE SAFETY REQUIREMENTS

a) Enforce fire protection methods, good housekeeping and adherence to local and underwriter's fire regulations including, but not limited to, Fire Protection Act and the Provincial Building Code Act. Provide UL approved fire extinguishers, and other fire fighting services and equipment, except where more explicit requirements are specified as the responsibility of individual Sections.

b) Smoking permitted in designated areas only. Exercise care in the use of smoking materials.

c) Advise the Fire Chief in the area of Work of any work that would impede fire apparatus response, including but not limited to violation of minimum overhead clearance prescribed by the fire chief, erecting of barricades and digging of trenches.

d) Ensure nothing subverts the integrity of fire protection provided for the building structure.

e) Coordinate work of all sections so that they do not encroach on space required for fire protection and its installation. Ensure that fire protection damage during construction is totally replaced.

12. REPORTING FIRES

a) Know the location of the nearest fire alarm box and telephone, including the emergency phone number.

b) Report immediately all fire incidents to the fire department as follows:

.1 Activate nearest fire alarm box, or

.2 Telephone 911

.3 Where fire alarm box is exterior to building, the person activating the fire alarm box shall remain at the box to direct Fire Department to scene of the fire.

.4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

13. ENVIRONMENTAL PROTECTION

a) Ensure that pollution and environmental control of construction activities are exercised during the Work to requirements of the federal and provincial environmental acts; including, but not limited to, the Prince Edward Island Environmental Protection Act.

14. SAFETY DOCUMENT SUBMISSION

a) Ensure Safety Document Submission applies to Work of this specific project and site.

b) Submit two copies of Safety Document at the Pre-Construction Meeting. Do not commence Work nor deliver material on-site prior to submission.

c) Included in Safety Document submission specific information detailing the methods and procedures to be implemented ensuring adherence to the acts, regulations, codes and policies specified in this section and to:

.1 Ensure the health and safety of persons at or near the Work; including, but not limited to, the Public.

.2 Ensure the measures and procedures of the regulatory agencies specified are carried out.

.3 Ensure every employee, self-employed person and employer performing Work under this contract complies with the regulatory agencies specified.

.4 Where changes to the methods and procedures in the execution of work change submitted safety methods and procedures, modify submitted Safety Documentation and submit modifications, in writing to the Consultant and Minister prior to implementation.

15. SAFETY DOCUMENT ORGANIZATION

a) Organize information in the form of an instructional manual as follows:

.1 Cover: Identify with typed or printed title “Project Safety Document” and list the title of the project.

.2 Arrange content under Safety Document headings specified herein.

16. SAFETY DOCUMENT HEADINGS

a) Employee Safety Training

.1 Place, under this heading, a statement indicating employees working on this specific project have met specified training requirements.

b) Company Safety Policy

.1 Place, under this heading, information pertaining to the company's policy and commitment to Occupational Health and Safety, including the responsibilities of management, supervisors and works.

c) Company Safety Rules in General Terms

.1 Place, under this heading, information of a general, global nature, applying to every work environment where the company has staff pertaining to rules directing compliance to policy. For example, state company safety rules with respect to use of hard hats, safety glasses, safety footwear, CSA approval on such items, use of alcohol or non-prescription drugs.

d) Hazard Assessment

.1 Place, under this heading, information identifying possible hazards specific to this project and identify safe methods and procedures for the execution of work to ensure safety in the work place.

.2 Arrange contents of this heading by technical section number on the project manual.

e) Emergency Action Plan

.1 Place, under this heading, information detailing action to be taken in the event of various emergencies.

.2 Arrange content under the following sub-headings:

(a) First Aid

i. Include information concerning establishment of a First Aid Station, related supplies, staff awareness of location and staff training in First Aid Care of Casualties.

(b) Contact Emergency Support Groups

i. Include relative information including phone location for emergency use, the emergency telephone numbers (and their location) for the various organizations which must be contacted in case of an emergency, and staff training in procedures.

(c) Cessation of Work

i. Include relative information how work cessation during emergencies is handled and communicated to persons present on site.

(d) Joint Occupational Health and Safety Committee Representative

i. Place under this heading information detailing membership and terms of reference.

17. SAFETY OFFICER

a) Provide a Safety Officer at the work site to perform safety management, surveillance, inspections, and safety enforcement for the Contractor. The Safety Specialist shall be the safety "competent person". The Safety Officer shall be at the work site at all times whenever work or testing is being performed, shall conduct daily safety inspections.

.1 Qualifications

(a) Qualifications of Safety Officer

i. Ability to manage the on-site Contractor safety program through appropriate management controls.

ii. Ability to identify hazards and have the capability to expend resources necessary to abate the hazards.

iii. Must have worked on similar types of projects that are equal to or exceed the scope of the project assigned with the same responsibilities.

.2 Meetings

(a) Preconstruction Conference

i. The safety officer shall attend the preconstruction conference (see outline attached).

(b) Meeting On Work Procedures

i. Meet with Contracting Officer to discuss work procedures and safety precautions required by the APP. Ensure the participation of the Contractor's superintendent, the quality control, and representatives of each subcontractor or trade performing work at the site.

(c) New Employee Indoctrination

i. New employees will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

END

PRE-CONSTRUCTION CONTRACTOR SAFETY CHECKLIST

Use this text as a guideline for completing the attached checklist. This checklist is a general, *pre-construction* review of the Contractor safety program, as well as an information session to identify what the PEI Department of Transportation, Infrastructure and Energy (TIE) requires of our Contractors. Where the item requires a submission, ensure that it is received. If the item does not apply, enter N/A for not applicable.

The following information will assist you in establishing what will be reviewed in each section.

1. **Safety Policy:** Each employer is required by law (in Prince Edward Island) to have a safety policy and program and to implement that policy. TIE will ask for and receive a copy of that program.

2. **Safety Representative:** Each Contractor is required to advise TIE who their safety representative is. That representative has duties as described in the Occupational Health and Safety Act.

3. **Emergency Procedure:** Each Contractor must have a site specific layout and emergency plan complete with emergency phone numbers.

4. **Employee Orientation:** Each and every person working for a Contractor, including sub-contractors will be given an orientation to familiarize them with the site safety program. Unless otherwise specified, each sub-contractor is responsible for the orientation of their workers.

5. **Safe Work Plan:** Most Contractors are involved in tasks that subject workers to hazards. In order to ensure that these workers are secured from hazard, the Contractor will supply TIE with a written safe work plan which affords protection against the hazards. This plan must be signed by a company representative and communicated to the workers involved in the task.

6. **Personal Protective Equipment Review:** Advise that all workers require CSA Class “b” hard-hat, CSA “Green Patch” (eight inch) footwear, eye, ear, and respiratory protection as required (boots and hat at all times).

7. **Fall Protection:** Fall restraint or fall arrest protection required where a fall of 2.4 meters (8 feet) or more is possible. **NO EXCEPTIONS**

8. **Housekeeping:** Advise of daily, or as needed, clean-up requirements.

9. **Tool Box Talks:** Each Contractor is required to conduct weekly safety meetings with their forces and advise TIE they have been done.

10. **Material Handling/Storage:** Advise Contractor about storage areas and handling of material so as not to endanger their worker or another worker. Stacked material to be banded, chained, blocked, or otherwise secured.

11. **Landing Platforms:** Advise Contractor about movement of material on or off platforms, all material to be secured. Platform gates or chains to be kept closed at all times workers are on platform. If not possible, worker to be tied off with fall restraint system independent of platform.

12. **WHMIS Training:** Receive verification that all Contractor workers are trained and that the Contractor submits their MSDS.

13. **GFCI:** Advise Contractor that all tools are required to have ground fault circuit interrupters (where electricity is supplied by Contractor).

14. **Accident Investigations:** Any injury to any of their workers must be investigated and reported to TIE.

15. **Verbal, Written, Gone:** Explain Zero Tolerance Program.

16. **Joint/Worker Safety Committee:** Sites of over twenty (20) workers must establish a safety committee; over fifty (50), an additional worker committee. Workers required to attend committee meetings will do so and not be prevented by employers.

17. **Fire Protection:** All trades involved in performing hot work of any kind are required to provide fire protection at the work location.

18. **Guardrails:** Advise Contractors that where temporary removal of guardrails is necessary, the area around them must be cordoned off with a barrier. Guardrails must be replaced as soon as possible.

19. **First Aider:** Each Contractor is required to have a first aid kit and trained first aider. Employer must name their first aider.

20. **Visitors:** Advise Contractor that any visitors to site must be suitable protected from hazard. They must wear hard hat, safety vest, and proper safety footwear while on site.
21. **Task Lighting:** Review responsibilities of task specific lighting (who provides it).

22. **Swamper/Riggers Competency:** Where cranes are used, the Contractor must use a swamper/rigger. They shall provide TIE with a written statement identifying, by name(s), their rigger and that the named person is a competent worker as described in the construction reulations.

23. **Scaffolds:** Review scaffold building requirement:
    - Use all braces required by design
    - Access ladder for platform over 1.5 meters
    - Full width platform if height over 3 meters (10 feet)(PEI Regulations require double planks)
    - Full guardrails and toeboards
    - Tied in three times base dimension or use of outriggers
    - Engineered over 50 feet in height (standard frame type)

24. **Elevating Work Platforms:**
    - All boom and scissors lifts required to be CSA approved and have approval on machine
    - Operators manual required on machine at all times
    - Maintenance record on machine at all times
    - Operator must receive training in operation of equipment
    - Fall protection must be used at all times on a boom lift
    - Fall protection required to be used on scissor lift when unit is being moved

25. **Protruding Rebar:** Installer's of reinforcing steel must protect the protruding hazard or make arrangements to have it protected. Removal of protective coverings for task purposed only is allowed, however, protective covering must be replaced as soon as possible.

26. **WCB Clearance Certificates:** Advise Contractor that TIE will not release any funds for payment until Workers Compensation Board Clearance Certificate has been received by TIE.

PRE-CONSTRUCTION CONTRACTOR SAFETY CHECKLIST

PROJECT: _____ DATE: _____

CONTRACTOR: _____

WORK BEING PERFORMED: _____

_____ _____

_____ _____
(Print name and title) (Print name and title)

_____ _____
E-D Project Manager/Superintendent Contractor Representative
(Sign) (Sign)

☑ Means Yes
☒ Means No

☐ 1. Safety Policy Submitted
☐ 2. Safety Representative
☐ 3. Emergency Procedure Review
☐ 4. Employee Orientation
☐ 5. Written Safe Work Plan Submitted
☐ 6. Personal Protective Equipment Review
Hard hats and Footwear
Safety Glasses
☐ 7. Fall Protection
☐ 8. Housekeeping
☐ 9. Tool Box Safety Talks (Weekly)
☐ 10. Material Handling/Storage
☐ 11. Landing Platforms
☐ 12. WHMIS Training Verification – MSDS received
☐ 13. GFCI Requirements
☐ 14. Accident/Incident Investigations Notification
☐ 15. Verbal, Written, Gone
☐ 16. Joint Worker Safety Committee
☐ 17. Fire Protection
☐ 18. Guardrails
☐ 19. First Aider on Staff – Name Supplied
☐ 20. Visitors and Safety Equipment
☐ 21. Task Lighting
☐ 22. Swampers/Riggers Competency (in writing)
☐ 23. Scaffolds
☐ 24. Elevating Work Platforms
☐ 25. Protruding Rebar Protection
☐ 26. WCB Clearance Certificate

1. GENERAL

a) This work shall include surface preparation, scraping, priming, caulking and complete painting of all the exterior surfaces the buildings including but not limited to walls, windows, doors and trim, columns, soffits, wood hand rails, wood shutters, wood fascia and concrete foundations.

2. SURFACE PREPARATION

a) Scrape and wire brush loose paint from all exterior surfaces. High pressure washing and abrasive blasting are not allowed.

b) All shingled walls of the building to receive one (1) coat of primer and two (2) coats of exterior latex paint.

c) All areas with mildew to be washed with a 50% solution of water and bleach to kill and remove mildew, rinse, and then wash the area with a solution of TSP and water to manufactures recommendations. These first 2 washes must be done by hand with a stiff bristle bush. The washed areas must be given sufficient amount of time to dry out before any paint is applied.

d) Shutters – Remove shutters to allow for painting of main wall behind shutters. Shutters to be painted and all surfaces must be dry prior to reinstalling shutters. Care must be taken not to damage shutters during removal and reinstallation. Contractor will be responsible to repair/replace under this contract.

e) Down Spouts - Remove straps around pipes to allow for painting behind pipes. Care must be taken not to break joints. If joints are broken Contractor will be responsible to repair under this contract. Fasten straps back in place after paint has dried.

f) Exterior Doors - to receive one (1) coat of oil primer and two (2) coats of finish paint (both sides).

g) Colour Schedule - Colours to match existing.

h) Report any damaged areas in shingles, columns, or woodwork, to TIE Representative for repair by others.

i) References:

.1 Canadian Painting Contractors' Architectural (CPCA) Painting Specifications Manual, latest edition.
.2 Canadian General Standards Board (SCSB), latest edition for specified paints.

j) Environmental Requirements

.1 Apply paint finishes only when temperature at location of installation can be satisfactorily maintained within manufacturers recommendations.

.2 Apply paint only when surface to be painted is dry, properly cured and adequately prepared.

3. MATERIALS

a) All paint to be supplied by the Owner. Contractor to provide the Owner with quantities required to complete the project. Any additional paint products remaining will be turned over to the Owner for future needs.

b) Exterior Surfaces of the building:

.1 Primer: Exterior Alkyd/oil primer MPI#5

.2 Finish Coat: Exterior latex house paint MPI #10 or 214

.3 Concrete paint: Exterior concrete masonry primer MPI#1 and acrylic sealer MPI#10

.4 Wood Handrails & Shutters: Exterior latex semi-gloss MPI#11 (Gloss level 5)

c) Caulking to be exterior paintable silicone latex based. Colour to be "White"

d) Contractor responsible for cleaning materials required to clean all surfaces in painted and stained areas.

3. PROTECTION

a) Protect existing building surfaces from damage from ladders and dropped paint. Contractor will be responsible to repair any damaged areas back to its original condition.

b) All care must be taken to protect passing pedestrians and the general public in and about the building.

4. APPLICATION

a) The paint shall be installed by qualified tradesmen in accordance with the manufacturer's recommendations.

b) Contractor shall not apply paint without first inspecting the surfaces, to be covered. This Contractor shall be responsible for all painting defects, resulting from improperly prepared surfaces.

5. CLEANING

a) All rubbish and construction debris must be removed from the entire site on a regular basis, so that the site is maintained in a clean, safe condition.

b) On completion of work, clean all areas from scrapings and any debris.

c) Clean all paint off of windows and door glass, door hardware, porch, and light fixtures upon completion of painting.

END