

1 ADDENDUM #1

All clauses set forth in the Bidding Documents, Contract Documents and General Requirements of the original Contract Documents shall apply to and govern this work. The addendum refers to changes and additions to the original Contract Documents and is to be read in conjunction with the same. All other parts of the original Contract Documents are to be considered as applying to the work of this Contract with the exceptions and changes as noted below.

1.1 SPECIFICATIONS

- .1 Reference Section 00 11 13 - Advertisement for Bids:
 - .1 Delete section as originally issued, and replace with version dated May 11, 2021, attached and forming part of this addendum.

- .2 Reference Section 00 21 13 - Instructions to Bidders:
 - .1 Delete section as originally issued, and replace with version dated May 11, 2021, attached and forming part of this addendum.

END OF SECTION

1 General

1.1 TENDER CALL

.1

The Government of Prince Edward Island, as represented by the Minister of Transportation & Infrastructure will receive sealed tenders at the Security Desk at the main entrance of the Jones Building, 11 Kent Street, Charlottetown, PEI, CIA 7N8. Tenders must be submitted on the forms provided and be in a sealed envelope clearly marked to indicate the project being tendered on.

ELIOT RIVER ELEMENTARY SCHOOL
CONTRACT #3 - SPRINKLER
CORNWALL, PE

Tenders for the General Contract will be accepted until 2:00 PM (local time) on Thursday, 27 MAY 2021.

Project comprises the involves the installation of a new sprinkler system at the existing Eliot River Elementary School, located in Cornwall, PEI

All enquiries are to be directed to the Consultant, Coles Associates Ltd a minimum of three (3) days prior to tender closing as follows:

Attention: Nick White, GSC, C. Tech., RSE.
Email: nwhite@colesassociates.com
Phone: 902-368-2300

Tender documentation will only be available electronically. Electronic documents will be posted electronically to the Government tender page:
<https://www.princeedwardisland.ca/en/tenders>

Electronic documents will be issued to Construction Association of PEI (CAPEI) as well as to NB and NS Construction Associations. Addenda will only be posted to the Government tender site and issued to the Construction Associations. It is the Contractor's responsibility to ensure that they have incorporated all addenda into their bid submission.

- Tender envelopes must be clearly marked with the Project Name.
- Tender documents will need to be received prior to 2:00 PM (local time) on the date specified in the tender.
- No submissions will be accepted after the 2:00 PM closing time.
- The tender opening will not be opened to the public.
- Tender envelopes will be opened immediately after the tender closing and there will be a representative of CAPEI present to witness the opening.

The lowest or any tender will not necessarily be accepted.

END OF SECTION

1 General

1.1 SUMMARY OF WORK

- .1 The project involves the installation of a wet-pipe sprinkler system for Eliot River Elementary School, with specific conditions as follows:
 - .1 The Contractor is to complete the works at the school over two (2) summers, 2021 & 2022. The summer periods are generally defined as the time between July 1st and September 1st of each year. During these time periods the Contractor has access to all spaces within the school. Outside of these periods, the Contractor may only complete work within utility spaces as coordinated with the Owner.
 - .2 This contract is to obtain water service within 1.8m of the foundation wall, the connection is to be made in 2021 with a separate civil works contract. However the line will not be pressurized until 2022.
 - .3 This contract is to complete the sprinkler distribution works in coordination with parallel and separate interior renovation contracts. It is advised that the Contractor complete works in the renovation zones concurrent with the separate contract.
 - .4 This contract may complete the facility sprinkler distribution at the rate at which their forces allow. However this division will be responsible for removing and reinstating the existing ceiling grid for area's not yet under renovation. In spaces which have already been renovated during the 2021-2022 period, which have an new ceiling grid, the Contractor will be required to replace the ceiling grid if damaged by their works (and not done in coordination with the fit-up contractor).
 - .5 The Contractor is to provide a sprinkler head arrangement which is sufficient for the final layout of the building as presented in the drawings, and the works will not be considered complete until the final sprinkler-head distribution is provided.
 - .6 Substantial completion will not be permitted or provided to the contractor until the system is pressurized from the final municipal source, the distribution is complete, and all alarm devices and equipment is tested and commissioned.
- .2 All in accordance with the requirements of the specifications and drawings listed on their respective Index of Specifications and Drawings.

1.2 ENQUIRIES

- .1 Direct all inquiries during the tender period to:

Coles Associates Ltd.
P.O. Box 695
85 Fitzroy Street, Suite 201
Charlottetown, PEI
C1A 1R6

Phone: (902) 368-2300
Email: nwhite@colesassociates.com
CC: tellsworth@colesassociates.com

Attention: Nick White, GSC, C. Tech., RSE

- .2 All enquiries are to be directed to the Consultant a minimum of three (3) days prior to tender closing in order to allow the Consultant to issue an addendum a minimum of two (2) days prior to tender close.

1.3 TENDERING PROCEDURE

- .1 General Contractors:
 - .1 Submit their tender for the entire work of this Contract, INCLUDING the work of the Civil, Mechanical, Sprinkler and Electrical subcontracts, directly to the Owner in accordance with the requirements of the Invitation to Tender and this specification.
- .2 Civil, Mechanical, Sprinkler and Electrical Subcontractors:
 - .1 Bidders for the work of the Civil, Mechanical, Sprinkler and Electrical subcontracts will submit their tenders directly to the General Contract bidders, for incorporation by the General Contractors into their General Contract tenders.
- .3 General Contract bidders shall take particular care to ensure that their tender is submitted on the proper tender form.
 - .1 Civil, Mechanical, Sprinkler and Electrical subcontract bidders will submit their tenders to the General Contract bidder, on, or in a form acceptable to the individual General Contract bidders, to whom bids are submitted.

1.4 SPECIFICATION EXPLANATION

- .1 Whenever the words "as shown," "as noted," "as called for," "indicated," or similar phrases are used, they shall be understood to refer to this specification and/or the accompanying drawings and addenda.
- .2 The words "provided", "install" or similar words shall mean the work described shall be completely supplied, and erected or installed by the Contractor, unless otherwise noted.
- .3 All materials are to be new unless noted otherwise.

1.5 EXAMINATION OF SITE

- .1 All bidders submitting tenders for this work shall first examine the site and all conditions thereon and/or therein, including:
 - .1 Existing conditions visually evident at the time of tender upon which the Work of this Contract will be installed.
 - .2 Conditions attached to, abut against or in any other way affected by existing conditions.
- .2 All tenders shall take into consideration all such conditions as may affect the work under this Contract.
- .3 No extra payment will be made to the Contractor, above the Contract Price, for costs resultant from failure to determine the conditions that affect the Work.
- .4 There will be a schedule Bidder's tour, date as stated in the timing requirements.

1.6 EXISTING CONDITIONS

- .1 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 resulting from his own observation of such conditions the Consultant shall promptly make such changes in the drawings and specifications as he 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.

1.7 DOCUMENT INTERPRETATION

- .1 The Consultant's interpretation of Contract Documents shall be final.
- .2 Should the Bidder find discrepancies in, or omissions from the drawings, specifications or other tender documents, or be in doubt as to their meaning or interpretation, the Bidder should at once notify the Consultant in writing for clarification.
- .3 Any instructions or clarifications to Bidders issued during the period of bidding will be in

the form of Addenda and are to be included in the tender. Addenda will form part of the Contract Documents.

- .4 The Owner, User Groups or Consultant will not be responsible for verbal instructions.
- .5 Addenda will be posted online via <https://www.princeedwardisland.ca/en/tenders>.
- .6 Every effort will be made to issue addenda not less than two (2) days prior to the time for the closing of tenders, at the Consultant's discretion.

1.8 PREPARATION AND SUBMISSION OF BIDS

- .1 Contractors shall submit their bids on the Tender Form provided, which will be received at the time and place indicated on the Invitation to Tender. Late tenders will not be accepted and will be returned unopened to the bidder.
- .2 Bidders shall fill in all information requested on the Tender Form.
 - .1 This form must be completely filled out in ink, or be typewritten with the signature in longhand. The completed forms shall be without interlineation, alteration or erasure.
 - .2 Failure to fill in the Tender Form, as provided, in its entirety may result in the rejection of the bid; however, bidders are not obligated to provide alternative prices to products listed on the Appendix provided for that specific purpose, as part of the tender form.
 - .3 Tender amount shall be stated both in writing and in figures.
 - .4 Signatures shall be without alteration or erasure.
 - .5 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 on the Tender Form. These lines shall be initialed by the person signing the tender after they have been filled in.
- .3 Each tender submitted will be accepted on the understanding that it covers all the Work called for in the specifications and on the drawings, regardless of any notations by Bidder that certain parts of the required Work are omitted from their proposal.
- .4 Each bid must:
 - .1 Give the full business address of the Bidder and be signed by him with his usual signature.
 - .2 Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name of one of the members of the partnership or by some authorized representative, followed by the signature and designation of the person signing.
 - .3 Bids by corporations must be signed with the legal name of the corporation, followed by the name of the Province of incorporation, and by the signature designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signed shall also be typed or printed below the signature.
 - .4 A bid by a person who affixes to his signature the word "president," "secretary," or "agent," or other designation, without disclosing his principal, may be held to be the bid of the individual signing on behalf of the corporation.
 - .5 A bid of any individual or any group of individuals operating as co-partners or the bid of any corporation which may be submitted shall be executed and authorized so that it shall be and it will constitute a legal binding act of the persons, co-partners, or corporate entity making the bid.
- .5 Bidders shall include with their tender, in the space designated in Section 00 41 13, Appendix A, the name of each Subcontractor and/or Supplier, as designated, whose price has been included in their tender and who will perform the trade work. Substitution for another Subcontractor in the event that the listed Subcontractor is unable to do the work shall be subject to the approval of the Owner and contingent on evidence satisfactory to the Owner that the original Subcontractor's price was legitimately carried

- in the Tender, and that the original Subcontractor is now incapable of carrying out the work required under the subcontract, or that he refuses to carry out the work and provides documented reasons for such incapacity or refusal.
- .6 The term "Own Forces," as a subcontractor, may be used by a Bidder where the Bidder is equipped to and in fact normally carries out the trade work using employees in the direct employment of the Contractor or a wholly owned subsidiary company. Other designations such as "Own Estimate" are unacceptable and may be cause for rejection of the tender by the Owner.
 - .7 When a Bidder indicates "Own Forces" as a subcontractor, the Bidder may be required to demonstrate to the Owner that he has the resources, experience and employees necessary, available and qualified to perform the trade work in a manner and quality satisfactory to fulfill the obligations of the Contract Documents and that the trade work is a normal and continual part of his business operation.
 - .8 A Bidder, whose tender is accepted, that included "Own Forces" for a subcontract will if requested, provide the Owner with payroll records verifying that the employees carrying out the "Own Forces" subcontract work are direct employees of the Contractor or of a wholly owned subsidiary company of the Contractor.
 - .9 Each bidder shall be prepared, if so requested by the Owner, prior to the award of the Contract to present evidence of his experience, qualifications and financial ability to carry out the terms of the Contract.
 - .10 The Owner will evaluate Tenders submitted for this project. The criteria to be considered by the Owner in awarding the Contract will include a combination of:
 - .1 Bid price;
 - .2 Scheduling;
 - .3 Compliance;
 - .4 Expertise;
 - .5 Qualifications of the Contractor and named Subcontractors / Suppliers and
 - .6 Any other such conditions as may be determined by the Owner to be in the best interests of the Owner. A decision on the acceptance of a Tender will be made by the Owner based on the results of the Owner's evaluation.
 - .11 Bidders may, at their own discretion, submit Alternatives to items identified as "Acceptable Material".
 - .1 All proposed Alternatives shall be listed in Appendix "B", ALTERNATIVE PRICES and be identified by name and model number where applicable and each Alternative shall have an associated tender price change "INCREASED BY" \$_____ or "DECREASED BY" \$_____ or "N/A," as compared with the "Acceptable Material" item carried in the tender amount.
 - .2 Alternate prices will include ALL related costs associated with charges from Accepted Material. No additional costs will be accepted for failure of the Contractor to identify the full impact of using alternate systems.
 - .3 Alternate prices will NOT be used in determining the tender price or as the basis for awarding the tender.
 - .12 Bidders are to complete any other appendices forming part of the Tender Form as directed under Section 00 41 13 - Bid Form.
 - .13 Tender Forms and accompanying documents shall be enclosed in a sealed envelope marked "TENDER" and bearing the following identification.
 - .1 Name of project.
 - .2 Name of Contractor submitting tender.
 - .14 Envelope to be addressed to the recipient of tenders indicated in the Invitation to Tender and delivered by hand, registered mail or courier.
 - .15 Submit one (1) only signed copy of Tender Form.
 - .16 Accompanying the Tender Form shall be:

- .1 One (1) copy of Bid Guarantee, together with Surety's Letter of Consent, as specified.
- .2 One (1) copy of a preliminary schedule demonstrating the full scope of work to be completed within the identified time for the completion of the contract work.
- .3 One (1) copy of a letter from Bidder's insurance provider identifying a list of any claims made against the Bidder within the last five (5) years.
- .17 Tender forms and securities must bear original signatures.
- .18 Where the bid amount is shown in both written words and number and the two are in conflict, written words will take precedence.

1.9 BID GUARANTEE

- .1 Each tender submitted shall be accompanied by the following Security:
 - .1 For a General Contract Tender less than Three Million Dollars (\$3,000,000.00), including Mechanical and Electrical Subcontract values:
 - .1 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
 - .2 A security Deposit equal to at least ten percent (10%) of the tender amount.
 - .2 General Contract Tender more than Three Million Dollars (\$3,000,000.00), including Mechanical and Electrical Subcontract values:
 - .1 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 Materials Payment Bond in the amount of fifty percent (50%) of the total contract amount.
 - .3 All Bonds and Letters of Surety supplied by General Contractors, made payable to the Government of Prince Edward Island as represented by the Minister of Transportation & Infrastructure.
 - .1 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.
 - .2 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 criteria.
 - .3 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 the Government of Prince Edward Island as represented by the Minister of Transportation & Infrastructure.
OR
 - .4 Bonds of the Government of Canada, unconditionally guaranteed, as to the principal and interest by the Government of Canada if such Bonds are:
 - .1 Payable to the bearer, or
 - .2 Accompanied by a duly executed instrument of transfer to the Government of Prince Edward Island as represented by the Minister of Transportation & Infrastructure, in the form prescribed by the Domestic Bonds of Canada Regulations, or
 - .3 Negotiated as to principal or as to principal and interest in the name of the Government of Prince Edward Island as represented by the Minister of Transportation & Infrastructure, pursuant to the Domestic Bonds of Canada Regulations.

- .5 Security deposits submitted by subcontractors, to General Contractors, shall be in a form satisfactory to the General Contractor.

1.10 CONTRACT SECURITY

- .1 Upon award of a contract the General Contractor is to provide the following contract security:
 - .1 General Contract Tender less than Three Million Dollars (\$3,000,000.00), including Mechanical and Electrical Subcontract values:
 - .1 A Performance Bond in the amount of fifty percent (50%) of the total contract amount.
OR
 - .2 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 Dollars (\$3,000,000.00), including Mechanical, Sprinkler and Electrical Subcontract values:
 - .1 A Performance Bond and a Labour and Materials Payment Bond, each in the amount of fifty percent (50%) of the total contract amount.
 - .3 All Bonds provided by General Contractors, made payable to the Government of Prince Edward Island as represented by the Minister of Transportation & Infrastructure.
 - .1 Bonds shall be from a recognized surety company, and approved by the Owner.
 - .2 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 criteria.
 - .4 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
 - .5 Bonds of the Government of Canada, unconditionally guaranteed, as to the principal and interest by the Government of Canada if such Bonds are:
 - .1 Payable to the bearer, OR
 - .2 Accompanied by a duly executed instrument of transfer to the Government of Prince Edward Island as represented by the Minister of Transportation & Infrastructure, in the form prescribed by the Domestic Bonds of Canada Regulations, or
 - .3 Negotiated as to principle or as to principle and interest in the name of the Owner, pursuant to the Domestic Bonds of Canada Regulations, or
 - .4 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.
 - .6 If in accordance with the Bid Guarantee requirements the successful Contractor has used a Certified Cheque or Bank Draft as a bid guarantee, the Certified Cheque or Bank Draft will be securely retained and, subject to the progress of the work being acceptable to the Owner and Consultant, will be held without interest until the date of Substantial Performance for the Contract, as defined under Definition 19 of CCDC2-2008, at which time it will be returned to the Contractor.

1.11 RECEIPT AND OPENING OF BIDS - UPDATED FOR COVID 19

- .1 We have developed modifications to the tender process to minimize everyone's potential exposure to COVID-19.
 - .1 Sealed tenders will be received at the Security Desk located at the main entrance to the Jones Building, 11 Kent Street, Charlottetown, PE, C1A 7N8 until 2:00 PM, local time, on date of Tender closing .

- .2 Sealed tenders are to be clearly marked with the Bidder's Name and the Project Name.
- .3 Tender documents will need to be received prior to 2:00 PM local time on the date specified in the Tender. No submission will be accepted after that time.
- .4 Amendments to submitted offer will be permitted if received in writing prior to bid closing and if endorsed by same party or parties who signed and sealed offer. Amendments may be submitted by fax to Department of Transportation & Infrastructure, fax number (902) 569-0590.

1.12 ADJUSTMENT AND WITHDRAWAL OF BIDS

- .1 Bids may be withdrawn or adjusted in writing by mail, delivered in person or facsimile transmission delivered to the party to whom the bids were submitted, provided such withdrawal or adjustment is prior to the time fixed for the opening of the bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal or adjustment of the bid after the expiration of the time within which bids may be submitted.
 - .1 All withdrawals or adjustments to previously submitted tenders must be faxed to Department of Transportation & Infrastructure, fax number (902) 569-0590, prior to the time fixed for the opening of bids.
 - .2 Neither the Owner nor Coles Associates Ltd. accepts responsibility for the Contractors inability to submit faxed modifications within the allotted time for such circumstances, including but not limited to power and equipment failures, transmission failures, paper outages, busy fax line, etc.
 - .3 Adjustments must be signed by the same person who signed the original bid.

1.13 AWARD OF CONTRACT

- .1 The Contract, if awarded, will be awarded as promptly after the opening of bids as is possible, and at the discretion of the Owner. The award date will not extend beyond the period indicated on the Tender Form following the scheduled time of tender closing, without first obtaining permission of the three (3) low bidders, or low bidder only, at the discretion of the Owner.
- .2 The Form of Agreement, (Contract) which the successful Bidder will be required to enter into with the Owner, may be seen on application to the Consultant. The drawings, specifications and any addenda issued during the tender period, will be suitably marked for identification at the time the Form of Agreement is signed by both parties, shall be considered as being included in the Contract, together with the completed Tender form and are hereinafter referred to as the "Contract Documents." All of these documents shall be read together and construed as one document. Following execution of the Contract, the Contractor shall receive from the Owner one (1) complete signed set of Contract Documents.
- .3 Final award of Contract shall be subject to approval of all agencies having direct interest in the project.
- .4 Where identical bids are received, the low bidder will be selected on the basis of a coin toss by the Owner in the presence of the identical bidders.

1.14 ACCEPTANCE / REJECTION OF TENDERS

- .1 Bids shall remain open to acceptance and irrevocable for a period of thirty (30) days after the bid closing date.
- .2 The Owner reserves the right to reject any and all tenders.
- .3 In making the decision to award the Contract pursuant to this invitation to tender, the Owner may take into account:
 - .1 The history of work performance of each Bidder on similar or different types of work in prior Contracts with the Owner.
 - .2 The Bidder's qualifications to perform the work, the quality of the Bidder's past work, the Bidder's financial capability to do the work, the past history of the

Contractor's construction scheduling ability to meet the Owner's specified substantial completion targets and the competence of the Bidder.

- .4 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.
- .5 Each Bidder shall be prepared, if so requested by the Owner, prior to the award of the Contract to present evidence of their experience, qualifications and financial ability to carry out the terms of the Contract.

1.15 REJECTION OF BIDS

- .1 The Owner reserves the right to reject any and all bids.
- .2 The lowest or any bid will not necessarily be accepted.
- .3 Bids submitted which indicate "own forces" for subcontract work, that in the opinion of the Owner cannot be successfully completed by the Contractor's employees will not be accepted.
- .4 Bids not submitted on the required form will be rejected.
- .5 Bids which are incomplete or qualified will be rejected.
- .6 All Bidders acknowledge that they shall have no claim against, or entitlement to damages from the Owner or Consultant by reason of the Owner's rejection of their individual bids or all bids.

1.16 SUBCONTRACT WORK

- .1 Contractor is to ensure that all Subcontractors understand the full extent of their responsibilities in order to complete the entire work of the project. Subcontract work may appear in various Sections of Specifications and on various Drawings.
- .2 Contractors and their Subcontractors are advised to become familiar with all specifications and drawings.

1.17 CONDITIONS OF WORK AND EMPLOYMENT IN PEI

- .1 All Construction Companies and Contractors and subcontractors submitting tenders for this work, or a portion thereof, are advised, in their own interest, to contact the Construction Association of Prince Edward Island, the accredited association for commercial and industrial sectors of the construction industry, to inquire and determine the terms and conditions of work and employment in the Province of Prince Edward Island.

1.18 COVID-19

- .1 The parties acknowledge that the obligations of each party from time to time to meet certain terms and conditions of this Contract, may be impeded by the COVID-19 pandemic and related issues. The parties agree to act in good faith by making all reasonable accommodations as the circumstances of the pandemic may require and each party will exercise reasonable efforts to comply with this Contract notwithstanding the effect of the pandemic. No party will require or encourage any person acting on its behalf to violate the terms of any public health directive or to perform any act which would place such person at a material risk of contracting the COVID-19 virus.
- .2 This contractor acknowledges that any costs associated with COVID-19 construction protocol related to all required Health and Safety measures during the duration of this construction contract, as referenced in the Tender Documents, shall be included in the base bid for this Contract.
- .3 COVID-19 Implications:
 - .1 Until further notice, and as directed by the Provincial Chief Public Health Office (CPHO), all works shall be conducted with the intent and spirit of the health directives given. As such, bidders shall include provisions within their bids to

achieve social and physical distancing between all workers during travel times to and from the site, working, rest breaks, lunch breaks, etc. For more information related to CPHO and COVID-19 refer to the following links provided by the Government of PEI:

- .1 Government of PEI:
www.princeedwardisland.ca/covid19
- .2 Government of Canada:
www.canada.ca/coronavirus
- .3 CAPEI:
www.capei.ca/
- .4 In response to the current COVID-19 pandemic we will require all Contractors to:
 - .1 Develop a written work site specific Pandemic Preparedness plan based on the criteria in the CAPEI industry guide "PANDEMIC PLANNING FOR THE CONSTRUCTION INDUSTRY - A GUIDE" found at the following link:
https://capei.ca/member_access/LiveEditor/images/pdf/INDUSTRY_GUIDE_COVID_19.pdf
 - .5 The successful Contractor shall have designated an on-site staff person with the authority to enforce the requirements of the 'Pandemic Preparedness Plan' throughout the project(s) or until such directive is deferred by the Chief Provincial Health Office (CPHO). The Owner will require that the Contractor develop a written site specific Pandemic Preparedness Plan and have it available upon award of this tender.

1.19 LABOUR

- .1 No prospective employee in the Province of Prince Edward Island shall, with relation to his employment or eligibility for employment, be discriminated against or favored by reason of sex, racial origin, religious views, or political affiliations.
- .2 Contractors, to the extent possible, are encouraged to maximize the employment of the local labour force for the Work of this Contract.

1.20 COMPLIANCE WITH STATUTES

- .1 It shall be the sole responsibility of the Contractor to prepare and submit any required applications, reports, payments or contributions with respect to Sales Taxes, Income Taxes, Canada Pension Plan contributions, Employment Insurance Premiums, Harmonized Sales Taxes or any other similar matter which may be required by law to be made by the Contractor in connection with the services to be performed under this Agreement.
- .2 The Agreement shall be interpreted and applied in accordance with the laws, and in the courts, of the Province of Prince Edward Island.
- .3 The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the Employment Standards Act R.S.P.E.I. 1988, Cap. E-6.2, the Workers Compensation Act R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of employers' obligations. The Consultant agrees to follow the Public Service Commission Human Resource Policies listed below while working on Government sites, in Government vehicles or alongside Government staff.
 - .1 Prince Edward Island Public Service Commission, Human Resource Policies
 - .1 9.05 Violence in the Workplace Policy
https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual_9.05.pdf
 - .2 9.08 Drug, Alcohol and Medication Policy
<https://psc.gpei.ca/sites/psc.gpei.ca/files/9.08%20AlcoholDrugandMedicationPolicy.pdf>
 - .3 11.01 Policy for the Prevention and Resolution of Harassment in the

Workplace

https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm_11.01.pdf

- .4 The Contractor, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- .5 The Contractor agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the Payments, Records and Accounts section of this Agreement.

1.21 TAXES

- .1 The Harmonized Sales Tax (HST) shall be EXCLUDED from the tender amount. The Contractor, as per current Provincial Regulations, shall include on all invoices the Harmonized Sales Tax (HST) as an additional line item. This would be in addition to the tender amount which does not include HST.
- .2 Vendors are required to charge HST on invoices to Province of PEI Departments, Agencies, Crown Corporations, and Regional Health Authorities.

1.22 ACCEPTABLE PRODUCTS

- .1 The Bidder shall carry in his tender the base bid product(s) identified in the specifications as "Acceptable Material", or Approved Equals as they are identified throughout the tender period.
- .2 The Bidder is also encouraged to carry the products of other manufacturers, that are not considered equals, as "Alternatives Prices," listing them by name on the Appendix provided for that specific purpose, as part of the Tender Form, together with the price difference compared to the specified products, when such Appendix is identified under Section 00 41 13 - Bid Form.

1.23 APPROVED EQUALS

- .1 Submission for an Approved Equal is to contain literature and descriptive information with full specification data. Where the requested item is contained on a printed document with other items, it is to be clearly identified.
- .2 The Consultant will not search catalogs, e-mails or websites or contact suppliers to obtain the necessary information for proper evaluation.
- .3 Submission by Bidders for evaluation of products requested to be considered as equal must be submitted to Consultant no less than 5 working days prior to closing of tenders. No consideration will be given to approving equals after the close of tenders, except when the specified product is found to have been discontinued by the manufacturer.
- .4 The consideration of a product(s) for Approved Equal status and the acceptance of individual products as approved equals is entirely at the discretion of the Consultant.
- .5 When products are given Approved Equal status these products may, at the discretion of bidders, be carried in their tender price, provided that ALL costs related to changes to the contract work required to incorporate the Approved Equal product are included in the tender price.
- .6 The acceptance of a product by the Consultant as an "Approved Equal," even where not specifically indicated on the Approved Equals listing in the Addendum, is to be understood as being contingent upon the provision of the particular series, model and/or type, complete with all options to meet the specified requirements of the Acceptable Material product.
- .7 Products given approved status that are found, during construction period, to not have all specified options available, or to have discontinued production of same, or to have made other design changes since the time of approval, will not be accepted for use on this project, except when financial compensation has been mutually agreed upon between the Contractor and the Owner and deemed acceptable by the Consultant.

Compensation will not be paid to the Contractor for products acknowledged by the Consultant to be superior to the specified products.

1.24 ALTERNATIVES

- .1 Alternative products, when requested under Section 00 41 13 - Bid Form, must be listed in Appendix "B" provided as part of the Tender Form, and are to be understood as being offered only for the Owner's consideration as substitutes for the specified Acceptable Material products, at the amount of increase or decrease in the tender amount indicated in the Appendix. These products and related prices are not to be included in the tender amount.
- .2 Alternative products and their related increase or decrease in the base bid amount are not used as the basis for awarding tenders.
- .3 When alternative products are listed in Appendix "B", ALL costs related to changes to the contract work required to incorporate the alternative product into the work are to be included in the amount stated in Appendix "B".
- .4 Alternative products may or may not be accepted at the discretion of the Owner at the price difference quoted, without any other monetary consideration. If requested, bidders shall promptly supply full details of any or all Alternatives listed. Specific written direction from the Consultant must be given to the Contractor to substitute an alternative product.
- .5 Alternative prices shall include all fees, taxes and markups.

1.25 UNIT PRICES

- .1 Unit Prices, when requested under Section 00 41 13 - Bid Form, must be listed in Appendix "C", as part of the Tender Form and are to be understood as being offered only for the Owner's consideration; to be accepted or not accepted, at the Owner's discretion in a timely manner during the Work of the Contract, ONLY as a method of adjustment to the Contract Work for changes in the Work, should the Owner opt for the Unit Price Method.
- .2 Unit prices shall include all fees, taxes and markups.

1.26 SEPARATE PRICES

- .1 Separate Prices, when requested under Section 00 41 13 - Bid Form, must be listed in Appendix "D", as part of the Tender Form and are to be understood as being offered only for the Owner's consideration; to be accepted or, not accepted, in whole or in part, at the Owner's discretion. If used the Separate Prices may be incorporated into the Contract Work either at the time of Award of Contract or in a timely manner during the Work of the Contract, at the Owner's discretion.
- .2 Separate Prices shall include all fees, taxes (excluding HST) and markups.

1.27 GUARANTEES

- .1 The Contractor will be required to guarantee the work of this Contract in accordance with the requirements of GC12.3 of the Agreement.
- .2 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 months. These specific requirements are to be found in various Sections of the specifications for this project.

1.28 PAYMENT OF WORKERS

- .1 The Contractor shall, in addition to any fringe benefits, pay the workers employed by the Contractor on the work at wage rates, not less than those established by the Minimum Wage Order, issued under authority of the Labour Act, which is in effect. The Contractor shall pay workers employed on the work at intervals of not less than twice per month.
- .2 The Contractor shall require each Subcontractor, or person doing any part of the work, to covenant with the Owner that workers are employed at the wage rates and in the

manner required by this provision.

- .3 Where any person employed by the Contractor or any Subcontractor, or other person engaged on the Work of this Contract, is paid less than the amount required to be paid under the provisions of this Contract, the Owner may deduct from any monies payable to the Contractor, under this or any other Contract, and pay to such person, a sum sufficient to bring the person's wages up to the amount required to be paid under this Contract.
- .4 No claim for extra payment from the Contractor will be considered by the Owner concerning any change in the Minimum Wage Order which may occur during prosecution of the Contract.

1.29 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- .1 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.
- .2 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 subjected to appropriate consideration under the Freedom of Information and Protection of Privacy Act.
- .3 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.
- .4 Any information provided on this contract may be subjected to release under the Freedom of Information and Protection of Privacy Act. You will be consulted prior to the release of any information.

1.30 TIMING REQUIREMENTS

- .1 This project will require the achievement of the following project milestones.
 - .1 Tender Call 06 MAY 2021
 - .2 Pre-tender Site Meeting 13 MAY 2021 @ 10:00 AM
 - .1 Contractors are asked to meet at main entrance of Eliot River School.
 - .3 Tender Close 27 MAY 2021 @ 2:00 PM
 - .1 Location of Closing: Jones Building, 11 Kent Street.
 - .4 Tender Award 04 JUN 2021
 - .5 Construction Start Immediately following award.
 - .6 Substantial Completion: 01 SEP 2022
 - .7 Note:
 - .1 Last day of school for 2020/2021 School Year is Jun 28, 2021.
 - .2 First day of school for 2021/2022 School Year is September 01, 2021.

END OF SECTION