CITY OF CHARLOTTETOWN
TENDER
PUBLIC WORKS
STORAGE BUILDING CONSTRUCTION
SEPTEMBER 2016
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**Invitation to Tender**  
**September 2016**

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1.0 INVITATION FOR BIDS

Tenders shall be submitted on the attached form in a sealed envelope, clearly marked on the outside “Tender for Public Works Storage Building Construction; Attention Controller; 3rd Floor City Hall”, and must be received before 2:00:00 pm, Local Time, on Friday September 30, 2016.

The Contractor is required to provide all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all materials called for by the specifications, general conditions, special conditions and drawings in the manner prescribed therein and in accordance with the requirements of the Public Works Manager.

Any addenda will be posted on the City of Charlottetown website at www.charlottetown.ca/tenders.php. Bidders are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The City is not responsible for ensuring bidders have obtained addenda.

The City of Charlottetown reserves the right to reject any or all tenders and also reserves the right to accept any proposal. The decision on which tender best satisfies the needs of City rests solely with City and any decision is not open to appeal.

This tender call creates no obligation on the part of the City of Charlottetown to award the contract or to reimburse proponents for preparation expenses. The City of Charlottetown reserves the right to accept or reject any and all submissions, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the interest of the project.

At the election of the City, whether or not a bid or bidder otherwise satisfies the requirements of a tender, the City may reject summarily any bid received from a corporation or other person which has been anywise involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the request for tender was published.

The City’s evaluation may include information provided by the proponent’s references and may also consider the proponent’s past performance on previous contracts with the City or other institutions.

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following:

   a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
   b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or
   c) any other conduct, situation or circumstance, as solely determined by the City.

No fax or e-mail tender forms will be considered. It is the vendor’s responsibility to ensure their submission is received prior to the closing date and time noted above. Tenders will be
opened publicly at City Hall immediately following the closing date and time. The contract shall be awarded [upon approval by City Council] as soon as practical after the tender evaluations.

Any questions in respect of this tender shall be directed to Finance Purchase & Tendering Controller, Stephen Wedlock (swedlock@charlottetown.ca). Questions must be received in writing (email) at least three (3) business days before the close date of this tender.

Vendors are advised that the City has now moved to electronic payments on goods and services provided to the City. Payment of invoices will be made by way of Electronic Funds Transfer (EFT). The successful bidder will be required to provide the necessary banking information for registration on the City system.

1.1 OCCUPATIONAL HEALTH & SAFETY
This contract will comply with the regulations of the Occupational Health and Safety Act and any other regulations pertaining to the construction and maintenance of the work. The company awarded this contract will be required to provide proof that their company complies with all the provisions of the PEI Occupational Health and Safety Act, as well as, the Workers Compensation Act regulations. During the process of the quoted work companies will be required, on the request of the City, to provide written verification that their work is in compliance. See the City of Charlottetown’s website www.charlottetown.ca/tenders.php for a complete list of documentation required by contractors.

1.2 COMPLETE TENDER PACKAGE
A complete Tender consists of the following:

(a) Tender Forms [Sections 4.1 & 4.2]

(b) Tender deposit cheque or bid bond
2.0 **SPECIAL PROVISIONS**

2.1 **Tender Deposit**

The Contractor will submit with his tender a certified cheque in the amount of ten percent (10%) of estimated project price as a tender deposit. In lieu of this certified cheque, the Contractor may submit a bid bond from a recognized Surety Company in the amount of Ten Percent (10%) of the estimated project price.

The bid guarantees of the remaining non-successful bidders will be returned within the earlier of sixty (60) days after the opening of the tenders and two (2) days after Council awarding the tender.

If the contractor is awarded the job, the Contractor will then submit either the certified cheque mentioned above or a Performance Bond and a Labour Maintenance bond each in the amount of Fifty Percent (50%) of the Estimated Project Price.

2.2 **Warranty Security**

The successful Contractor will be required to supply either a certified cheque, an irrevocable letter of credit, or a holdback in the amount of 5% of the Estimated Project Price; alternatively, they can provide a performance bond and labour and maintenance bond as payments are made such that each bond is no less than 5% of the Estimated Project Price. Warranty security will be maintained in force for a period of not less than twelve (12) months after issuance of the Total Performance Certificate.

2.3 **Materials**

All materials will be supplied by the Contractor and all must be guaranteed by the Contractor as outlined hereinafter.

2.4 **Commencement**

The Contractor is to commence work within two weeks of award of the Project (weather and other conditions allowing) and work diligently towards completion. All work must be completed before **December 9, 2016** unless otherwise authorized by the City’s Public Works Manager. Some work is adjacent to street resurfacing projects and will need to have appropriately coordinated timing.

2.5 **Truck Rates**

Trucking rates paid to private truckers must be at the scale set by the PEI Department of Highways.

2.6 **Extension of Time**

The Public Works Manager may, on the application of the Contractor made before the day fixed for completion of the work, if, in his opinion it is in the best interest, extend time for completion of the work by fixing a new day for completion of the work.

Where the Contractor does not complete the work by the day fixed for the completion of the work but does complete the work thereafter, the Contractor shall pay to the City of Charlottetown and amount equal to all salaries, wages and travelling expenses paid by the City of Charlottetown to persons superintending the work during the period of delay.
2.7 **Traffic Control**  
The Contractor will be responsible for all vehicle & pedestrian traffic control and signage around the work site both during work hours and any other time that may be warranted. The Contractor will attempt to keep through traffic access as much as possible but may apply to the Public Works Manager for permission to close a section of street. If such permission is granted, the Contractor will install signage notifying the public of the detour route around the site.

2.8 **Payment**  
Payment will be at the rates stated in the Bid Sheet (Section 4.1)

2.9 **Scope of Work**  
The work to be carried out under this Project includes the supply of all labour, material and equipment necessary for the construction.
3.0 **INSTRUCTIONS TO BIDDERS**

3.1 **Explanation to Bidders**
Any explanation regarding the meaning or interpretation of Tender drawings, specifications or other Tender documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanation or interpretation shall be made in the form of addenda to the documents and shall be furnished to all bidders. It is the responsibility of the bidder to ensure they have obtained addenda. Oral explanations and interpretations made prior to the bid opening shall not be binding.

3.2 **Examination of Plans, Specifications & Worksites**
Bidders shall carefully examine the instructions to bidders, plans, specifications, special provisions and site of the proposed work in order to satisfy themselves by examinations as to all the local conditions affecting the Project and as to the detailed requirements of construction.

3.3 **Bidders Understanding**
Any information given to bidders regarding quantities, subsoil conditions or surface topography, shall be given as the best factual information available without the assumption of responsibility of its accuracy or for any conclusions that the Contractor may draw therefrom.

3.4 **Preparation of the Bids**
Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid sheet shall be initialled by the person signing the bid.

Bidders must quote on all items appearing on the bid sheet, unless specific directions in the advertisement, on the bid sheet, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify a bid. When submissions on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Unless otherwise specified, telegraphic bids will not be considered. Modifications to bids already submitted will not be allowed if submitted by telegraph prior to the time fixed in the 'Invitation for Bids'. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

3.5 **Submission of the Bids**
Bids must be submitted as directed in the 'Invitation for Bids'

3.6 **Receipt and Opening of the Bids**
Bids shall be submitted prior to the fixed time in the 'Invitation for Bids'. Bids received after the time so indicated shall be returned unopened.
3.7 Withdrawal of Bids
Bids may be withdrawn at anytime prior to opening upon written request from the bidder received at any time up to the official closing time. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw a bid subsequent to the bid opening.

A Bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last submission received shall supersede and invalidate all submissions previously submitted by that bidder for this tender. Any bidder may withdraw or qualify his/her submission at any time up to the official closing time by re-submitting a new bid to the City. The time and date of receipt will be marked thereon and the new submission will be placed in the tender box. The new submission shall be marked on the sealed envelope by the Bidder as “Resubmission #” along with the name of the tender and to the attention of the Controller, as noted above in the tender.

Upon closing time, all tenders become irrevocable. By submission of the tender, the Vendor agrees that should its tender be successful the Vendor will enter into a contract with the City of Charlottetown.

3.8 Presence of Bidders at Opening
At the time and place fixed for opening bids, all bidders and other interested parties may be present in person or by representative.

3.9 Bidders Interested in More Than One Bid
If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

3.10 Award of Tender
The Tender shall be awarded as soon as practical after the bid opening, subsequent to the reservations of Section 3.11 hereinafter.

In cases of error in the extension of prices, the unit bid prices shall govern. The owner reserves the right to waive any informality in bids at his discretion.

3.11 Rejection of Bids
The City of Charlottetown reserves the right to reject any and all bids or to accept any bid which may be considered to be in the best interests of the City.

3.12 Security
No bid will be considered unless accompanied by a security deposit. This deposit shall consist of a certified cheque for the amount shown in Section 1, made payable to the City of Charlottetown and drawn upon a Chartered Bank or a bid bond. It will be forfeited to the City if the bidder neglects or refuses to enter into a contract when called to do so.

Upon the bidder being resolutioned as the successful firm by the City of Charlottetown and provided a bond conditioned on the satisfactory completion of the work according to the terms of the agreement is provided, the said cheque will be returned to the bidder.
In the event the tender is not accepted, the cheque will be returned to the bidder.

3.13 Competency of the Bidder
Bidders must be capable of performing the various items of work bid upon. They may be required to furnish to the City a statement covering experience on similar work, lists of machinery, plant and other equipment available for the proposed work and such statements of their financial resources as may be deemed necessary.

3.14 Material Guarantee
Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work included in the contract together with samples which may be subjected to tests required by the City to determine their quality and fitness for the work.

3.15 Equipment Guarantee
On the form provided under Section 5, bidders are required to submit with their tender, a statement of their equipment available for the work covered by their contract.

3.16 Agreement, Bonds and Insurance
The successful bidder shall be deemed to have entered into an agreement with the City upon resolution by City Council of the Tender. The Tender Documents shall provide the details of the services, remuneration and rights of both parties in respect to this agreement.

The bidder shall secure and maintain such insurance policies as are required.

3.17 Force Account Work
If the Public Works Manager orders, in writing, the performance of any work not covered by the plans or included in the Specifications and for which no item in the contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such work shall be done on a Cost-Plus Percentage basis of payment as provided in the General Provisions, Section 5.20.

3.18 Bids Submitted On
All bids must be upon the blank "Tender Form (Bid Sheet)" and "Equipment Rental Prices" forms annexed thereto stating the proposed price for each item of work and the Estimated Project Price both in words and in figures and be signed by the bidder with his business address and place of residence.

Bidders shall not remove and submit their Form of Tender pages separate from the volume of contract documents, but shall submit their Tender Form bound with the complete volume of documents including all pages correctly assembled and attach any addenda that may have been issued.

Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Owner may be rejected. Wherever in a tender, that an amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount shall be corrected accordingly. If a
Bidder has not entered a price for an item or work set out in the Form of Tender, he shall, unless he has specifically stated otherwise in his tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item or work, unless agreed by the Owner no increase shall be made in the total tender price on account of such omission.

3.19 Conflict of Interest

Bidders must declare to the City where there is a potential or real conflict of interest. Any conflict of interest will be considered and evaluated by the City. The City will take whatever steps it deems necessary to manage the potential or real conflict of interest up to and including rejection of a bid. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

3.20 Sub-contracting

a) Using a sub-contractor (who must be clearly identified in the tender) is acceptable. This includes a joint submission by two Vendors having no formal corporate links. However, in this case, these Vendors must be prepared to assume overall responsibility for successful interconnection of the two product or service lines and this must be identified in the tender.

b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the City’s opinion, give rise to a conflict in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Tender.

c) Any sub-contracting of the service to any firm or individual after the awarding of the contract must have prior approval of the City.

3.21 Assignment

This tender and any resulting contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, wither party, without such consent, may assign or sell the same in connection with the transfer or sale of substantially its entire business to which this contract pertains or in the event of its merger or consolidation with another company. Any permitted assignee shall assume all obligations of its assignor under this contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

3.22 Laws of Prince Edward Island

This tender will be governed by and will be construed and interpreted in accordance with the laws of the Province of Prince Edward Island.
4.0 TENDER FORMS

4.1 Salutation:

TO:          CITY OF CHARLOTTETOWN

FOR:         PUBLIC WORKS STORAGE BUILDING

FROM:        

4.2 Tender Declaration:

The tenderer declares:

1. That this quotation was made without collusion or fraud.

2. That the proposed work was carefully examined.

3. That the bidder is familiar with local conditions.

4. That Tender Documents and all Addenda were carefully examined.

5. That the list of safety documentation required by the City had been obtained from the City website.

6. That all the above were taken into consideration in preparation of this Tender.

7. That the City is not bound to accept the lowest or any tender which it may receive.

4.3 Tender Agreement

The tenderer agrees:

1. To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the work as described and specified herein for the Stipulated Price as stated in Subsection 4.4 hereunder.

2. Declares that the Tendered Price set forth in the Tender Forms has been correctly computed for the purposes of this tender and that it includes and covers all contingencies and provisional sums; all duties and handling charges; transportation; and all other charges. HST is no to be included in the extended subtotal before taxes.

3. This tender is valid for acceptance for a period of not less than thirty (30) days from the date of the tender closing.

4. That the Tender Documents include:

- Description of Work
- Instruction to bidders
- Tender forms
- Appendices
- Addendums (if any)
The undersigned bidder having carefully read and examined the tender documents prepared by the City for the construction of the Public Works Storage Building in accordance with the following documents:

- Description of Work
- Instructions to Bidders
- Tender Forms
- Appendices
- Addendums (if any)

hereby accepts the same as part and parcel of the Tender herein referred to, and having carefully examined the locality and site of work and having full knowledge of the work required and of the materials to be furnished and used, does hereby Tender and offer to enter into a contract to perform and complete the whole of the said works and provide all necessary labour, plant, tools, materials, and equipment and pay all applicable taxes as set forth and in strict accordance with the specifications, drawings and other tender documents and to do all therein called for on the terms and conditions and under these provisions therein set forth for the following:
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>PRICE</th>
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<tbody>
<tr>
<td>Site Preparation</td>
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<tr>
<td>Foundation and Floor Slab</td>
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</tr>
<tr>
<td>Building Structure</td>
<td>$</td>
</tr>
<tr>
<td>Electrical Installation</td>
<td>$</td>
</tr>
<tr>
<td>Site Grading and Paving</td>
<td>$</td>
</tr>
</tbody>
</table>

Extended Sub-Total before Taxes $ 
Applicable Taxes $ 

ESTIMATED PROJECT PRICE including Taxes $ 

Price (written) 

Date able to commence work 

COMPANY: 

ADDRESS: PC 

SIGNOR (printed): 

SIGNED: DATE: 

PHONE: EMAIL: 

(Affix Corporate Seal if applicable)
4.2 Company Résumé

Please list projects of a similar scope and value that your firm has recently undertaken.

<table>
<thead>
<tr>
<th>Project owner</th>
<th>General job description</th>
<th>Value</th>
<th>Date</th>
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5.0 GENERAL PROVISIONS

5.1 Definitions
"CITY" means the City of Charlottetown.

"PUBLIC WORKS MANAGER" means the Manager of the Public Works Department of the City of Charlottetown acting personally or through any duly authorized assistant.

"CONTRACTOR" means the firm or individual selected as the successful bidder in regards to this tender by resolution of the City of Charlottetown Council. Contractor also includes any legal representatives of such and the words "he" and "his" when used in respect to the Contractor respectively include and represent the words "they" and "their" if there is more than one contractor and the word "it" or "its" if the contractor is a company or a body corporate.

"OWNER" means the City of Charlottetown acting by the City Council or by any Committee or by an official duly authorized to act for the City in respect to the work specified in those conditions or in any contract or agreement or specifications.

"SUB-CONTRACTOR" as employed herein included only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnished material not so worked.

"OTHER CONTRACTOR" means any person or firm or corporation employed by or having a contract directly with the owner other than through the Contractor at the time of resolution of this Tender.

"PLANS OR DRAWINGS" unless some other meaning is obvious from this context, means the drawings used for tendering and signed by the Contractor at the time of resolution of the Tender.

“WORK OR WORKS” unless some other meaning is obvious from the context, means the whole of the work, matters, or things, required to be done or applied under the Tender, including all extras or additional work or material duly authorized under the terms of the Tender.

5.2 Execution, Co-relation & Intent of Documents
The submitted Tender as resolutioned by City Council shall be deemed to be the agreement which provides the specifications for this project including services rendered and remuneration.

Persons or firms submitting tenders shall be actually engaged in the lines of work required by the specifications and plans and drawings.

All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the Office of the Public Works Manager.

The Tender documents are complimentary and what is called for by one shall be as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern.
5.3 **Design – Drawings and Instructions**

It is agreed that the Owner will be responsible for the adequacy and sufficiency of the plans and specifications. The owner, through the Public Works Manager, shall furnish plans and specifications that completely represent the requirements of the work as far as practical to be performed under the contract. All such drawings and instructions shall be consistent with the Tender Documents and shall be true developments thereof.

Should any discrepancy appear or any misunderstanding arise as to the import of any thing contained in either Tender Documents or drawings, the interpretation and decision of the Public Works Manager shall be final and binding on both parties to this Tender. The fact that specific mention of any item of plans and specifications, when the same is customarily required to complete fully such work as is specified there, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said item of equipment or work, or both, shall be installed or done the same as if called for in the plans and specifications.

The Public Works Manager, may, during the life of the Project, and in accordance with Section 16, issue additional instructions, by means of drawings or otherwise necessary to illustrate changes in the work.

5.4 **Verbal Agreements**

No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after execution of this Project, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Project.

5.5 **Copies of Drawings**

Unless otherwise provided in the Tender Documents the Public Works Manager will furnish the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

5.6 **Order of Completion**

The Contractor shall submit at such times as may reasonably be requested by the Public Works Manager, schedules which shall show the order in which the Contractor proposed to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

5.7 **Ownership of Drawings**

All drawings, specifications and copies thereof furnished by the Public Works Manager shall not be reused on other works, and sets are to be returned to him on request, at the completion of the work.

5.8 **Site Examination**

Before submitting a tender, all bidders are required to examine the site of the work where such is possible and fully inform themselves of the conditions and limitations, and make due allowance in their tender for any such conditions and limitations as they affect the proper carrying out of the work.
5.9 Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

The hourly rate of wages to be paid by the Contractor or his sub-contractor shall be a fair and reasonable one.

The Contractor shall comply with all the requirements of the Worker's Compensation Act, Employment Insurance requirements and any other labour legislation applicable and shall insure compliance therewith by all subcontractors. The Contractor shall furnish certificates of compliance with the said requirements as and when required by the owner to do so.

The Contractor shall be responsible for all assessments or payments required by the Worker's Compensation Board.

Adequate sanitary facilities shall be provided by the Contractor. The Contractor shall use local labour as much as possible where their use does not interfere with key personnel.

5.10 Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner.

5.11 Surveys, Permits & Regulations

Unless otherwise specified, the Owner shall furnish all land surveys, base lines and stakes for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys, lines and elevation, as he deems necessary. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be executed and paid for by the Contractor. Permits, licenses and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Public Works Manager in writing, and any necessary changes shall be adjusted as provided in the Tender for changes in the work.
The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of wilful or careless destruction he shall be charged with the resulting expenses and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbances.

5.12 Protection of the Public and of Work and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection and convenience of the public and provide adequate traffic control if requested by the traffic authority. He shall continuously maintain adequate protection of all work damage, and shall take all reasonable precautions to protect the Owners property from injury or loss arising in connection with this Project. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Tender Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and Tender Documents.

The Contractor shall not, without the permission of the Public Works Manager, obstruct the traffic on any street, roadway or place but he shall at all times keep a free and uninterrupted passageway for all traffic at such localities.

Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement.

5.13 Inspection of Work

The owner shall provide sufficient competent engineering personnel for the supervision of the work.

The Public Works Manager and his representative shall at all times have access to the work whenever it is in preparation of progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Public Works Manager's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Public Works Manager timely notice of its readiness for inspection, and if the inspection is by another authority than the Public Works Manager, of the date fixed for such inspection. Inspections by the Public Works Manager shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Public Works Manager, it must, as required by the Manager, be uncovered for examination and properly restored at the Contractor's expense.

Re-inspection of any work may be ordered by the Public Works Manager, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Project Documents, the Owner shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Project Documents, the Contractor shall pay such cost.

5.14 Superintendents

The Contractor shall keep on his work during its progress, a competent superintendent and any necessary assistance, all satisfactory to the Public Works Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding.
as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Contractor shall give sufficient superintendence to the work, using his best skill and attention.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in plans or in the labour as given by survey points and instructions, he shall immediately inform the Public Works Manager in writing, and the Manager shall properly verify same. Any work done after such discovery until authorized, will be done at the Contractor's risk.

5.15 Protection Against Water and Storm
The Contractor shall take all precautions to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall make such repairs or replacements or rebuild such parts of the work as the Public Works Manager may require in order that the finished work may be completed as required by the City specifications.

The Public Works Manager may prohibit the carrying out of any work at any time when, in his judgement the proper precautions are not being taken, whatever the weather may be, in any season.

5.16 Changes in the Work
The owner, without invalidating the Project, may order additions to or deductions from the work, the Tender sum being adjusted accordingly. Any claim for extension of time caused hereby shall be adjusted at the time of ordering such damage.

Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the Tender sum shall be valid unless the additional work was so ordered.

5.17 Selection of Equipment by Owner
If the owner or his agent reserves the sole right to select equipment to be installed, the Contractor shall be responsible only for its installation according to the plans and specifications and shall not be held liable for its operating performance.

5.18 Extension of Time
(a) The period of time for completion set forth in the Tender shall be extended in amount equal to time lost due to causes which could not have been foreseen or beyond the control of the Contractor, and which was not the result of his fault, negligence, or deliberate act. Extension of time for completion shall be allowed also for delays in the progress of the work caused by an act of omission on the part of the owner or his employees, or by other Contractors employed by the owner in, in the furnishing of plans and necessary information by the Public Works Manager, or for any causes which in the opinion of the Public Works Manager, the Contractor to an extension of time. Strikes and labour disputes shall be cause for an extension of time.
(b) The Contractor shall notify the Public Works Manager within seven days of any occurrence, which in the contractor's opinion entitles him to an extension of time for completion. Such notice shall be in writing. The Public Works Manager shall acknowledge in writing receipt of any such claim by the Contractor within seven days of its receipt.

5.19 Claims for Extra Work
If the Contractor claims that any instruction by drawings or otherwise issued under the date of the Project involves extra cost under the Tender, he shall give the Public Works Manager written notice thereof within seven days, after the receipt of such instructions, and in any event before proceeding to execute the work, except emergency endangering life or property and the procedure and the procedure shall then be as provided for in Section 16. No such claim shall be valid unless so made.

5.20 Force Account of Work
If the Public Works Manager orders, in writing, the performance of any work not covered by the plans or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a cost-plus percentage basis or payment as follows:

(a) The Contractor shall be reimbursed for the actual cost of such work and shall receive an additional payment of 10% of the cost of all labour and material and the use of small tools. Supervision and administration are considered cost under this time.

(b) The term "cost" shall include all payroll charges such as Employment Insurance, Workmen's Compensation and all premiums for public liability and property damage insurance.

(c) The actual cost shall not exceed the value of labour and the reasonable market value of materials, as the case may be and the Contractor must furnish the Public Works Manager with satisfactory vouchers for all labour and material expended work done on this basis.

(d) Contractors plant, including power, equipment, and trucks, shall be paid for on agreed rental terms, such terms to include the operation for the machine, rented as set out in Section 5.

(d) The cost of the work done each day shall be submitted to the Public Works Manager in a satisfactory form on the succeeding day, and shall be approved by him, or adjusted at once.

5.21 Deductions for Uncorrected Work
If the Public Works Manager deems it inexpedient to correct work that has been damaged or that it was not done in accordance with the Tender, an equitable deduction from the Tender price shall be made therefore.

5.22 Correction of Work Before Final Payment
The Contractor shall promptly remove from the premises all materials condemned by the Public Works Manager as failing to meet Tender requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Tender and without cost 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 work and materials as promptly as possible, after written notice, the owner may remove them and store the material at the expense of the Contractor.

Failure to execute this Project and furnish satisfactory Project bonds under the conditions and within the time specified including extensions granted thereto shall entitle the Owner to retain as Liquidated Damages, the certified cheque submitted with the Tender as a performance bond.

5.23 **Suspension of Work**

The Owner may at any time suspend the work, or any part thereof, by giving notice to the Contractor's in writing. The work shall be resumed by the Contractor within (10) ten days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connecting with the work under this Contract as a result of such suspension.

5.24 **The Owner’s Right to Terminate Contract**

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases in which extension of time are provided, to supply enough property, skilled workmen or proper materials or if he should fail to make prompt payments to sub-contractors or for materials and labour, or persistently disregard laws or ordinances or the instructions of the Public Works Manager, or otherwise be guilty of substantial violation of any provision of the Tender, then the Owner, upon the written notice of the Public Works Manager that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances therein and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Tender price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative 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 through the Contractor's default shall be determined by the Public Works Manager.

5.25 **Contractor’s Right To Stop Work Or Terminate Contract**

If the work should be stopped under the order of any court, or other public authority, for a period of one month, through no act or fault of the Contractor or of anyone employed by him, or if the Public Works Manager should fail to issue any estimate for payment within thirty days after it is due, or if the Owner should fail to pay the Contractor within thirty days of its maturity and presentation any sum certified by the Public Works Manager, then the Contractor may, upon seven days written notice to the Owner and the Public Works Manager, stop work or terminate the Project and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damage.
5.26  **Removal of Equipment**

In the case of termination of this Project before completion for any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any or all of his equipment or supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

5.27  **Use of Completed Portions**

The Owner may at any time during progress of the work after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Project is not fully completed, and not withstanding the time for completion of the entire work or such portions which may not be expired. In such cases, the Owner shall issue certifications or acceptance for such portions of the work, but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, not of any uncompleted portions, nor of any work completed in accordance with the Tender Documents.

If such prior use increases the cost or delays the work, the Contractor shall be entitled to an extension of time as determined by the Public Works Manager.

5.28  **Right to Materials**

Nothing in this Contract shall be constructed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed by the work or the soil, but all such materials, shall upon being so attached or affixed because the property of the Owner.

5.29  **Payments Withheld Prior to Final Acceptance of Work**

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate or payment to such extent as may be necessary to protect him from loss on account of:

a) Defective work not remedied.

b) Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.

c) Failure of the Contractor to make payments properly to sub-contractors or for material or labour.

d) Damage to another contractor.

When the above grounds are removed or the Tender provides a Surety Bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

5.30  **Indemnity**

The Contractor and his sureties shall indemnify and save harmless the Owner and all its officers, agents and employees, for all suits, actions or claims of any character, same and description brought for or on account of any injuries or damages received or sustained or any injuries or damages received by any person or persons or property, on account of any negligent act or fault of the Contractor, his agents or employees, in the execution of said
Contract, or on account of the failure of the Contractor to provide necessary barricades, warning lights, or signs, and will be required to pay any judgement, with costs, which may be obtained against the Owner growing out of such injury or damage.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance as will protect the Owner from contingent liability under this Contract, and the owner's right to enforce against the Contractor any provisions of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies a copy of which shall be deposited with the Owner.

Before starting and until acceptance of the work, the Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) to (g) inclusive, as indicated in Part 32 below.

The Contractor shall require each of his sub-contractors to procure and maintain until the completion of that sub-contractors work insurance of the types and to the limits specified in paragraphs (a) to (f) inclusive, as indicated in Part 32 below. It shall be the responsibility of the Contractor to ensure that all his sub-contractors comply with all of the insurance requirements herein relating to such sub-contractors.

5.31 Insurance

Insurance shall be in such form as will protect the Contractor or the sub-contractor, the Owner, their agents and employees, as appropriate, from all claims and liability for damages for bodily injury, including accidental death and for property damage which may arise from operations under this Project, whether such operations be by himself or by anyone directly or indirectly employed by him.

Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

For liability for bodily injury including accidental death, one hundred thousand dollars ($100,000.00) for any one person, and subject to the same limit for each person, two hundred thousand dollars ($200,000.00) on account of all accidents.

For liability for property damage, fifty thousand dollars ($50,000.00) on account of any one accident, and two hundred thousand dollars ($200,000.00) on account of all accidents.

The following types of insurance shall be provided:

a) Worker's Compensation Insurance as required by the General Laws of Prince Edward Island

b) Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance in the amounts required above.

c) Property Damage Insurance and Contractor's Protective Property Damage Insurance in the amounts required above.

d) Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor in the amount required in (b) above.

e) Public Liability and Property Damage Insurance covering the operation of all motor vehicles by the Contractor in the amount of not less than one hundred thousand dollars ($100,000.00)
f) Insurance in the amount required in (a) and (e) above to cover bodily injuries and property damage resulting from the use of motor vehicles now owned by the Contractor while such vehicles are being operated in connection with the prosecution of the work under this Project.

g) Contractual Liability Insurance covering the liability and assumed by the Contractor under this section, in the amounts required under (a) and (b) above.

All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. Certification in triplicate from the insurance carrier, stating the limits of liability and expiration date, shall be filed with the Public Works Manager before operations are begun. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Tender, Division, Part and Section and the above paragraphs in accordance with which insurance is being furnished, and state such insurance is as required by such paragraphs of this Tender.

5.32 Damages
If either party to this Project should suffer injury or damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such doing.

Notice in pending claim for any such reimbursement shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, and the claim shall be filed and adjusted previous to the time of final payment.

5.33 Prices for Work
The owner shall pay and the Contractor shall receive the prices stipulated in the Schedule of Rates attached hereto as full compensation for everything furnished and done by the Contractor under this Project, including all work required but not specifically mentioned and for well and faithfully completing the work as herein provided.

5.34 Progress Estimate
Except as hereinafter provided, the Contractor shall, once in each month, submit an estimate in writing of the total amount of work done to the first of the month. The Public Works Manager shall, after scrutinising the estimate, decide the amount earned by the Contractor. Fifteen percent (15%) of such estimated value will be retained as part security for fulfilment of this Project by the Contractor and all previous payments and all sums to be retained under the provisions of this Tender shall be deducted from the price. The City shall monthly pay to the Contractor the balance not retained as aforesaid except that payment may be withheld at any time if the work is not proceeding in accordance with the Tender.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts, together with a quantity and unit price for each part such that the sum of the products of prices and quantities will equal the contract price for the item. This schedule shall be submitted by the Contractor for the approval of the Public Works Manager before the first estimate becomes due.
5.35 Final Payment
Final payment will be made sixty (60) days after the completion and acceptance of the work in accordance with this Tender, but such final payment shall not be made until a written certificate has been filed with the Public Works Manager from:

a) The Register of Deeds, Charlottetown, certifying that no lien has been filed in this office against the Contractor or on the premises, or materials mentioned herein, for work done or materials furnished in respect of anything done under or by virtue of this Project;

b) The Worker's Compensation Board that the Contractor has paid all assessments required by the Board in respect to this contract;

c) The Contractor stating that all claims and demands for extra work or otherwise, under or in connection with this contract have been presented.

In no case shall the Contractor be entitled to a payment which in the judgement of the Public Works Manager shall leave the balance withheld insufficient to complete the work and to cover the lien law.

5.36 Assignment
The Contractor shall not assign the contract or sublet it as a whole or in part without the written consent of the Owner, nor shall the Contractor assign any monies due to become due to him hereunder, without the previous written consent of the Owner. Assigning or subletting the contract shall not relieve the contractor or his surety from any contract obligations.

5.37 Rights of Various Interests
Wherever work is being done by the Owner's forces or by other contractors in contiguous to work covered by this Project, the respective rights of the various interests involved shall be established by the Public Works Manager, to secure the completion of the various portions of the work in general harmony.

5.38 Separate Contractors
The Owner reserves the right to let other contracts or to use City forces in connection with this work. The Contractor shall afford other contractors and City forces reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and co-ordinate his work with theirs.

5.39 Sub-Contractors
The Contractor shall, as soon as possible after the resolutioning of the Tender, notify the Public Works Manager in writing of the names of all proposed sub-contractors for the work, said sub-contractors to be subject to the approval of the Manager.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his sub-contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.

Nothing contained in the Tender Documents shall create any contractual relation between any sub-contractor and the Owner.
5.40 Public Works Managers Status
The Public Works Manager, acting personally or through duly authorized assistants, shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to ensure that proper execution of the Project. He shall also have authority to reject all work and materials that do not conform to the Tender and to decide questions that arise in the execution of the work.

5.41 Public Works Manager’s Decisions
The Public Works Manager acting personally or through duly authorized assistants shall, upon presentation to him, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Tender.

All such decision of the Public Works Manager shall be final.

5.42 Lands for Work
The Owner shall provide as indicated on the drawings and not later than the date when needed by the Contractor the lands upon which the work under this contract is to be done, rights-of-way for access to same, and such other lands which are designated on the drawings for the use of the contractor.

The Contractor shall provide at his own expense and without liability to the Owner any additional land use access thereto that may be required for temporary construction facilities or for storage of materials.

5.43 Cleaning Up
The Contractor shall, as directed by the Public Works Manager, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the owner thereof.

5.44 Notice to Proceed
The whole work shall be completed within the time specified. No work shall be started nor materials and/or equipment moved on the site until after receipt by the Contractor of a written notice to do so by the Public Works Manager.

5.45 Bids Submitted On
All bids must be upon the blank “Tender Form (Bid Sheet)” and “Equipment Rental Prices” form annexed hereto, state the proposed price for each item of work both in words and in figures and be signed by the bidder with his business address and place of residence.

5.46 Agreement
Nothing done, performed or supplied, by or under the Tender or in pursuance thereof, by this Project or any implied contract, shall be binding upon the City nor shall the City in any way be liable for anything so done, performed or supplied, until first of all the Successful Tender has been resolution by Charlottetown City Council at a public meeting.
5.47 **Maintenance Guarantee**

The Contractor shall guarantee his work for a period hereinafter specified from the date of acceptance by the Owner, and shall leave the work in perfect order at completion, and neither the final certificate or payment or any provisions in the Tender documents shall relieve the Contractor of the responsibility for negligence of faulty materials or workmanship with the extent and period provided by law, and upon written notice he shall remedy any defects due thereto and pay all expenses for any damage to other work resulting therefrom.

**Guarantee Periods:**

1 year from project completion on all work
6.0 Drawings
See attached drawings in Appendix A
APPENDIX A
City of Charlottetown
Public Works

STORAGE BUILDING

LIST OF DRAWINGS

- Cover Sheet/Location Plan
- Floor Plan and Details
- Elevations
- Electrical Plan
- Foundation Plan & Details
- Detailed Site Plan

HARLAND
ENGINEERING SERVICES INC.
ENGINEERS • PROJECT MANAGERS

ISSUED: FOR TENDER - REV. 3
SEPTEMBER 1, 2016