

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by  
the Minister of Family and Human Services

(hereinafter referred to as the "Government")

**OF THE FIRST PART**

AND: a body corporate, duly incorporated under the laws of Prince Edward  
Island and having its head office at

(hereinafter referred to as the "Contractor")

**OF THE SECOND PART**

**WHEREAS** Government wishes to engage the services of the Contractor to carry out the  
services described in Schedule "A" attached hereto;

**AND WHEREAS** the Contractor has agreed to provide the Government with these services on  
certain terms and conditions as more particularly set out in this Agreement;

**NOW THEREFORE** in consideration of the mutual promises contained in this Agreement, the  
Parties agree that the terms and conditions of their relationship are as follows:

**Covenants of the Contractor and the Government**

1. The Contractor shall perform the services, assume all those responsibilities and diligently  
execute all those duties described in the attached Schedule "A" (the "work"), in a manner  
satisfactory to the Government.
2.
  - a. Subject to the termination clause, the term of this agreement shall commence on  
the \_\_\_ day of \_\_\_\_\_ and end on the \_\_\_ day of \_\_\_\_\_.
  - b. Subject to the termination clause of this agreement and notwithstanding the date  
of signing of this agreement, it is acknowledged by both parties that the  
Contractor commenced the performance of the duties as set out to this contract on  
the \_\_\_ day of \_\_\_\_\_. It is further agreed that the contract sum of \$\_\_\_\_\_ inclusive of all applicable taxes, is the maximum for the project and includes all  
amounts which may be owed for the work done since the \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

**Payments, Records and Accounts**

3. The Government shall make payments to the Contractor in the following manner:
  - a. Payment for work rendered under this Agreement shall be for a fixed lump sum of  
\$\_\_\_\_\_, inclusive of all applicable taxes. The payments described herein  
shall be paid upon the basis of the submission of an invoice by the Contractor.  
Such invoice shall be submitted to the Government and the Government shall pay  
the amount owing within 30 days of receipt.
  - b. All payments are subject to a hold back of an amount equal to 15% of the amount  
billed. The hold back shall be paid upon the completion of and acceptance of the  
work. The lien period will commence upon final approval by the Government  
services of all work.

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**Conditions and Records of Employment**

- 4.
  - a. The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
  - b. The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
- 5.
  - a. The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, Workers Compensation assessments, Harmonized Sales Tax or any other similar matter which the Contractor may be required by law to make in connection with the Work to be performed under this Agreement.
  - b. 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.
  - c. 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.
  - d. 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.
- 6. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.

**Reports and Administration**

- 7. The work is to be performed at the locations set forth in Schedule "A".
- 8. The Government shall provide such support, direction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this agreement and direct the activities of the Contractor.

**Termination of Agreement**

- 9. Notwithstanding other provisions of this Agreement, the Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of the Government and either delivered to the Contractor or mailed to the Contractor's address at the last-known place of business. This agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against the Government, except for the following: The Contractor will be paid pursuant to and in

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accordance with the provisions of the Payments, Records and Accounts section for the work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by the Government or the Contractor on account.

10. Notice in this agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

**Confidentiality**

11. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor will not directly or indirectly disclose or use it for purposes unrelated to the agreement at any time without first obtaining the written consent of the Government, unless the information, knowledge or data is generally available to the public.

**Conflict of Interest**

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

**Freedom of Information and Protection of Privacy Act**

13. Any information provided on this contract may be subject to release under the *Freedom of Information and Protection of Privacy Act*. The Contractor may be consulted prior to release of any information.
14. Contractors whose work for government involves the collection or use of personal information are subject to the *Freedom of Information and Protection of Privacy Act*. Personal information may not be released to any third party or unauthorized individual.

**Indemnification and Assumption of Liability**

15. The Contractor shall indemnify and hold harmless the Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the “claims”), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
16. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain the following insurance with insurers and in forms and amounts acceptable to Government:

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Date \_\_\_\_\_/\_\_\_\_\_

- a. The Contractor shall maintain, as a minimum, general liability insurance providing not less than Three Million Dollars (\$3,000,000) in the form the same as, or at least as broad as, the current Insurance Bureau of Canada (IBC) form and shall add the Government as an additional insured and provide whatever information the Government may require on the insurance that is available. Such insurance shall include, but not be limited to:
  - Blanket Written Contractual Liability;
  - Personal Injury Liability;
  - Non-Owned Automobile Liability;
  - Cross Liability;
  - Employees as additional Insureds.
- b. Automobile Liability insurance with limits of at least Two Million Dollars (\$2,000,000) on all vehicles owned, leased, operated or licensed in the name of the Contractor.
- c. The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A Certificate of Insurance and any renewals thereof, shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by the Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

**Subcontractors**

17.
  - a. The Contractor agrees that the list of names of subcontractors supplied prior to the signing of the Agreement, and attached as Schedule “B” to this Agreement, is the list of subcontractors intended to be used to carry out those parts of the work noted thereon. Said list is subject to approval by the Government, which approval shall not be unreasonably withheld. The Contractor shall not employ any subcontractor to whom the Government may reasonably object. Should the Contractor, subcontract the work or portion of the work to subcontractors, it is the Contractor’s responsibility to ensure the subcontractors meet the insurance requirements contained in paragraph 14 of this contract.
  - b. If the change of any name on the subcontractor list is required by the Government, and the work has to be awarded to a higher bidder, the contract sum shall be increased by the difference between the two bids.
  - c. The Contractor acknowledges that this Agreement does not create any contractual relations between the Government and any subcontractor which the Contractor employs, and the Contractor shall make no such assertions or promises of that nature to any subcontractor.

**Entire Agreement**

18. This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Government.
19. This agreement shall enure to the benefit of and be binding upon the parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.

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 Date \_\_\_\_\_/\_\_\_\_\_

- 20. This agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 21. This agreement, including Schedules “A” and “B”, constitutes and expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.
- 22. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 23. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 24. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

**IN WITNESS WHEREOF** the parties thereto have executed this Agreement as of the day and year above written.

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	Government of Prince Edward Island,
in the presence of:	)	as represented by the Minister of
	)	Family and Human Services
	)	
	)	
_____	)	_____
	)	

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	
in the presence of:	)	
	)	
	)	
	)	
_____	)	_____
	)	

## SCHEDULE "A"

### "THE WORK"

To Contract between the Government of Prince Edward Island and \_\_\_\_\_  
dated the \_\_\_ day of \_\_\_\_\_, 2018

1. The Contractor shall supply all materials, labour, and equipment required to replace the roof in metal at Montague B Seniors Housing Building located at 445 John Beer Drive, Montague, PEI.
2. The Contractor shall:
  - a. remove old starter strip on rake and eaves and install new steel starter strip over edge of eave a maximum of 1" to ensure water run off goes in to existing gutter;
  - b. ensure that enough roofing material is ordered to complete job so colour lot is the same;
  - c. install new roofing material as per instructions below:
    - i. Roofing Material - Metal, 28 Gauge ABM Panel, with Anti-Siphon Channel, 9" centers on ribs. Over all panel coverage is 36";
    - ii. Strapping of Roof - Install 1" x 4" spruce strapping, over existing asphalt shingles, spaced 16" on centre up roof and fill in ends along rakes and around any protrusions and down valleys. The 2<sup>nd</sup> and 3<sup>rd</sup> rows are to be a double run of strapping to allow for fastening of snow guards;
    - iii. Wood Fasteners - Install strapping using 2.5" wood screws with a counter sink head. Head of screw must be countersunk in wood minium of 1/16". Space screws every 24" and installed into the rafters. Nailing is not acceptable;
    - iv. Metal Starter - Install 4" metal starter stripping on all eaves and 2" metal starter stripping up rakes. Colour to match roof metal;
    - v. Vents - Install vent flashing over all vent pipes as per manufacturer's recommendations. All exhaust vents to be replaced using flat stock metal to match roof colour;
    - vi. Metal - Install metal roofing panels using coloured headed screws. Each sheet must have an over lap on sides of one rib and top and bottom of metal panel a minium of 8". Install fitted foam on bottom edge of metal panels along eave line;
    - vii. Screws - Metal roofing installed using coloured headed screws installed on the ribs at every run of strapping. Tighten screws as not to dimple metal roofing. Screws are to be 2" inches in length;
    - viii. Roof Cap - Install breathing strips on both sides ridge line on metal roof. Install 12" metal ride cape using coloured headed screws. Ensure roof sheathing is cut on each side of ridge to allow for ventilation to take place;

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- ix. Valleys - Install 20.5" valley flashing bent to fit valley. Install metal roof panels over valley flashing with a foam fitted stripped under edge of metal panels on the valley flashing. All valley flashing to be constructed out of same material as roofing panels in weight and colour;
  - x. Snow Guards - Install metal snow guards using coloured screws every 18" apart or every second rib in a horizontally and vertically staggered pattern up 2 rows of strapping not counting the 1<sup>st</sup> starter row along the eave;
  - xi. Universal Sidewall and End-Wall Flashing:
    - (1) Wall Flashing - To be installed as per manufacturer's recommendations and made out of the same gauge and colour as metal panels.
    - (2) Flashing and Starter Strip - Flashing around flue with metal, and starter strip is to be coloured to match metal roofing. Install foam on bottom edge of metal panel sheets along eaves;
  - xii. Caulking - Caulk around any protrusions, pipes, etc. Caulking to match roof colour;
  - d. be responsible for measurements of roofing material before ordering;
  - e. obtain all necessary permits.
3. The Contractor shall use the following material or approved equals:
- a. Metal Roofing: acceptable products Kennedy Metals Inc., Vic West or approved equal. Colour to be bronze or approved equal colour;
  - b. Screws are to be coloured to match roofing material;
  - c. Flashing material and starter strips are to be made out of the same coloured metal material as roofing panels;
  - d. Caulking: acceptable product is Marco - Metal Roofing, Polymer Sealant, and to match roof colour, or approved equal;
  - e. Snow Guards acceptable product is Snow Defender 4500 or approved equal.
4. The Contractor shall:
- a. provide all protection of the works, property, and persons against accident or injury until the work is formally accepted, including the erection temporary barricades, fencing or warning signals around the work site for the safe passage of persons to and from the buildings;
  - b. give 48 hours notice to the tenants and to the Government before starting any work;
  - c. maintain suitable means to save the building and its contents from weather injury, dust and defacement during the progress of the work, including the removal of rubbish and debris from the site on a daily basis;
  - d. be responsible for the repair of any damage to the building, units, tenant property or grounds resulting from the work of this Agreement;
  - e. ensure when job is completed, that a thorough site cleaning is done;
  - f. ensure building is secured at the end of each work day;
  - g. clean all gutters upon completion of roof installation;
  - h. provide a written warranty for minimal of 35 years on metal roofing materials and 1 year on labour and installation.

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