SPECIFICATION

FOR

Flooring Replacement
Shaw Building

95 Rochford Street
Charlottetown, Queens County PEI

Project 3750 - 15074

Prepared by:

P.E.I. Department of Transportation, Infrastructure and Energy

October 2015

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1. INVITATION

.1 Tenders will be received at the office of:

P.E.I. Department of Transportation, Infrastructure and Energy
11 Kent Street
Charlottetown, P.E.I.

Before 2:00 P.M. Local Time as designated by the time signal on CBC radio on Thursday, November 19, 2015.

.2 A tender box will be provided at the Third Floor, 11 Kent Street, Charlottetown, P.E.I. at the Planning and Design Section of Transportation, Infrastructure and Energy. Tenders received after closing time will not be opened, and will be returned to the bidder. **FAXES WILL NOT BE ACCEPTED.**

.3 Tenders are to be clearly marked to indicate the project being tendered on. Tenders will be opened publicly immediately after the closing time. Lowest or any tender will not necessarily be accepted.

2. GENERAL

.1 This project includes the supply of all labour, material, equipment and supervision necessary to complete the supply and installation of new flooring and base as identified in the drawings and specification herein.

.2 The work includes:
- .1 Removal of existing flooring.
- .2 Installation of new flooring.
- .3 Moving of furniture and replacement when completed.

3. SITE VISIT

There will be a site visit on Tuesday, November 10th at 1:00 pm. Contractors to meet in the lobby of Shaw South.

4. TENDER SUBMISSIONS

.1 Tenders shall be submitted on the tender form provided **"SECTION E"**. All parts of the tender form must be properly completed.

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

.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 Act* (FOIPP).

.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 subject 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 subject to release under the *Freedom of Information and Protection of Privacy Act.* You will be consulted prior to the release of any information.

6. INQUIRIES

.1 Direct all questions to:

Floyd Matheson
Transportation, Infrastructure and Energy
Phone 368-6689 Cell 314-0535
Fax 902 368-5395

- END-

1. GENERAL

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

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

2. ADDENDA

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

3. BID AND CONTRACT SECURITY

BID SECURITY

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

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

A Bid Bond equal to at least ten per cent (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 per cent (50%) of the total contract amount.

Or

A Security Deposit equal to at least ten per cent (10%) of the tender amount.

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

A Bid Bond equal to at least ten per cent (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 per cent (50%) of the total contract amount and a Labour and Materials Payment Bond in the amount of fifty per cent (50%) of the total contract amount.

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

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

(c) .1 Security Deposits, provided by General Contractors, must be in the form of a Certified Cheque or Bank Draft drawn on a Bank to which the Bank Act applies or a Credit Union, payable to the Owner.

Or

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

(a) Payable to the bearer, or

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

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

(d) .1 Security deposits submitted by subcontractors, to General Contractors, shall be in a form satisfactory to the General Contractor.

CONTRACT SECURITY

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

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

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

Or

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

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

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

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

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

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

(c) .1 Security Deposits, provided by General Contractors, must be in the form of a Certified Cheque or Bank Draft drawn on a Bank to which the Bank Act applies or a Credit Union, payable to the Owner.

Or

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

(a) Payable to the bearer, or

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

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

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

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

4. CONSTRUCTION SCHEDULE

.1 Work cannot begin prior to approval from TIE representative.

.2 Work to take place in phases to be determined. Co-ordinate the schedule of removal and installment of flooring with the TIE Representative and the occupants.

.3 Work will be done after normal working hours and on weekends. Normal working hours are 8.30am to 5.00pm (Monday to Friday).

.4 Contractor to provide a construction schedule, safety policy and proof of insurance prior to starting work.

.5 Work to begin upon award of contract.

5. MATERIALS & EQUALS

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

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

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

6. ALTERNATE PRODUCTS

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

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

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

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

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

7. SUPERVISION AND COORDINATION

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

8. RESPONSIBILITY

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

9. DEFINITIONS

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

OWNER: P.E.I. Dept. of Transportation, Infrastructure and Energy

10. SITE INSPECTOR

.1 There will be an Inspector representing the Department of Transportation, Infrastructure and Energy. The Inspector will have the authority to cause any part of the work to cease, should, in his or her opinion, there be cause to do so.

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

.2 The Inspector does not have authority to authorize changes to work. He or she shall confer with the Owner who, if necessary will authorize any change.

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

11. OWNERS RIGHT TO TERMINATE CONTRACT

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

12. SUB-CONTRACTORS

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

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

.3 All Sub-Contractors are advised to become familiar with all Specifications and Drawings. The General Contractor shall ensure that all sub-trades understand their entire responsibilities in order to complete the project. Sub-

trade work may appear in various sections of Specifications and on various drawings.

13. GUARANTEES

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

.2 Not withstanding 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.

14. PERMITS, REGULATIONS AND TAXES

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

.2 The work shall be completed to the satisfaction of the Owner and local inspecting authorities.

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

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

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

.6 The latest edition of the P.E.I. Occupational Health and Safety Act and Regulations shall govern safe construction practices.

15. EXISTING CONDITIONS

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

.2 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 Owner shall be called immediately in writing to such conditions before they are disturbed. Upon such notice, or upon his or her own observation of such conditions, the Owner shall promptly make such changes in the drawings and specifications as he or she finds necessary to conform to the different conditions and any increase or decrease in the cost shall be adjusted as provided under "Changes in the Work."

16. RECEIPT AND OPENING OF TENDERS

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

17. AWARD OF CONTRACT

.1 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.

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

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

18. TENDER SUBMISSION

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

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

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

.4 Amendments to the submitted offer will be permitted if received in writing prior to Tender closing and if endorsed by the same party or parties who signed and sealed the offer. Amendments submitted by fax will be accepted, if received prior to tender closing. (Fax (902) 368-5395).

.5 The receipt of addenda for the project shall be acknowledged by filling in the addendum number and date of issue for each addendum on the appropriate line in the tender form. These lines shall be initialled by the person signing

the tender after they have been filled in.

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

19. TAXES

All tenders submitted shall exclude the Harmonized Sales Tax.

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

.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 subject 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 subject to release under the *Freedom of Information and Protection of Privacy Act*. You will be consulted prior to the release of any information.

End

I N D E X

1. Definitions
2. Documents
3. Detail Drawings & Instructions
4. Copies Furnished
5. Samples
6. Superintendence
7. Materials, Appliances, Employees
8. Inspection of Work
9. Rejected Work
10. Protection of Work & Property
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12. Changes in the Work
13. Valuation of Changes
14. Certificates & Payments
15. Taxes
16. Permits, Notices, Laws & Rules
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20. Owner's Right to do Work
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23. Damages & Mutual Responsibility
24. Assignment
25. Subcontracts
26. Relations of Contractor and Sub-Contractor
27. Arbitration
28. Owner Signing Authority

1. DEFINITIONS

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

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

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

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

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

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

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

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

2. DOCUMENTS

The Contract Documents shall be signed in duplicate by the Owner and Contractor. The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labour and materials reasonably necessary for the proper execution of the work. Should the specification conflict with the drawings, the specifications shall govern. In the case of discrepancies between drawings, those of larger scale, or if the scales are the same, those of later date shall govern.

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

3. DETAIL DRAWINGS & INSTRUCTIONS

The Consultant shall furnish as necessary for the execution of the work, additional instructions, by means of drawings or otherwise. All such additional instructions shall be consistent with the contract documents.

4. COPIES FURNISHED

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

5. SAMPLES

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

6. SUPERINTENDENCE

The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall represent the Contractor in his or her absence and directions on minor matters given to him or her shall be held to be given to the Contractor. Important directions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the work using his or her best skill and attention.

7. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, tools, and equipment necessary for the execution of the work. Water, light and power to be provided by the Owner. Unless otherwise specified all materials shall be new. Both workmanship and materials shall be of the quality specified.

8. INSPECTION OF WORK

The Owner, and their representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection

9. REJECTED WORK

The Contractor shall promptly remove from the premises any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or other act.

10. PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain continuously adequate protection of all his or her work from damage and shall take reasonable precautions to protect the Owner's property from all injury arising in connection with this Contract. He or she shall make good any damage or injury to his or her work and shall make good any damage or injury to the property of the Owner resulting from the lack of reasonable protective precautions. He or she shall not be responsible, however, for any damage or injury to his or her work and to the property of the Owner which may be directly due to errors in the contract documents or caused by the Owner, his or her agents, or employees, or from any work or risk which the Owner has agreed to

insure, provided the Contractor has taken reasonable protective precautions. He or she shall adequately protect adjacent property as required by law and the contract documents.

11. CONTRACTORS' INSURANCE

11.1 INDEMNITY/HOLD HARMLESS

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

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

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

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

11.2 BUILDERS RISK, ALL RISK PROPERTY INSURANCE

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

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

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

Commercial General Liability insurance shall be endorsed to provide

the Government with thirty (30) days advance written notice of cancellation or material change and fifteen (15) days notice in the event of non-payment.

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

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

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

.2 Proof of Insurance

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

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

.3 Indemnification

The Contractor shall indemnify and hold harmless the Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part of any act, error or omission, including but not limited to those of negligence of the Contractor, or anyone directly or indirectly employed by the Contractor anyone for whom the Contractor may be liable.

12. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the Contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.

13. VALUATION OF CHANGES

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

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

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

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

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

.5

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

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

.6

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

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

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

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

14. CERTIFICATES AND PAYMENTS

(a) In making partial payments, there shall be retained a hold back in the amount of 15% (fifteen percent) of the amount on each invoice.

(b) All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this shall not be construed as

relieving the Contractor from the sole responsibility for the safety and preservation of all materials and work upon which payments have been made and restoration of any damaged work or as a waiver of the right of the Owner to require the fulfilment of all the terms of the contract.

(e) Final Payment: Within sixty (60) days after the filing of substantial completion documents and minimum one (1) day after the lien period, and upon receipt from the General Contractor of declarations signed by each of his sub-contractors that the sub-contractor has been paid up to, and including the past previous partial payment, the Owner will pay the Contractor the amount stated therein less all deductions authorized by the terms of this contract and previous payments and advances whatsoever to or for the account of the Contractor. All previous estimates and payments, including those relating to extra work, shall be subject to correction at the time of this payment which is, throughout this Contract, called Final Payment. Final Payment shall be subject to inspection and acceptance by the Owner or duly authorized representatives of the Owner and by representatives of all agencies having direct interest in the project.

Submittals to include:

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

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

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

15. TAXES

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

16. PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by federal, provincial and local authorities governing construction safety.

17. USE OF PREMISES

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

18. CLEANING UP

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

19. DELAYS

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

20. OWNER'S RIGHT TO DO WORK

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

21. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjusted as bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency or if he or she should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days' notice in writing from the Owner to supply additional workmen or materials, or if he or she should fail to make prompt payment to Sub-Contractors or for material or labour, or persistently disregard laws, ordinances or the instruction of the Owner, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Owner, may, without prejudice to any right or remedy he or she may have, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and

appliances thereon and finish the work by whatever method he or she may deem expedient, but without undue delay or expense.

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

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

23. DAMAGES AND MUTUAL RESPONSIBILITY

If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him or her then he or she shall be reimbursed by the other party for such damage. Claims under this paragraph shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final certificate.

24. ASSIGNMENT

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

25. SUBCONTRACTS

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

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

Nothing contained in the contract documents shall create any contractual relation between any sub-contractor and the Owner.

26. RELATIONS OF CONTRACTOR AND SUB-CONTRACTOR

The Contractor agrees to bind every sub-contractor by the terms of the contract documents, as far as applicable to his or her work.

27. ARBITRATION

In the case of any dispute arising between the Owner and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the applicable law of the place of building.

Arbitration proceedings shall not take place until after the completion or alleged completion of the work except (a) on a question of certificate for payment, or (b) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

28. OWNER SIGNING AUTHORITY

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

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

End

PROJECT: Flooring Replacement Shaw Building 5th Floor South

1. GENERAL

The undersigned tenderer (hereinafter called the "Contractor") hereby offers to the Minister of Transportation, Infrastructure and Energy (hereinafter called the "Owner") to furnish all necessary tools, plant, services, materials and labour to execute and complete in a careful and workmanlike manner the work set out under the "Shaw Building 5th Floor South Flooring Replacement" herein, which is more particularly described in the Plans and Specifications titled **Flooring Replacement** as dated October 2015 for the lump sum as set out in Clause 3.

The Contractor agrees:

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

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

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

2. ADDENDA

The following addenda are included in this contract:

Addendum #	Date	Initial

3. CONTRACT PRICE

3.1 The Contract Price, (the lump sum referred to in Clause 1.) Which excludes value added taxes is:

_____

3.2 Value added (HST) (of 14%) payable by the Owner to the Contractor are:

_____

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

_____

4. CORRESPONDENCE

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

Owner

P.E.I. Department of Transportation, Infrastructure and Energy
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

Contractor

_____

_____

_____

5. CONTRACTOR'S ACCEPTANCE

Accepted and executed on behalf of the Contractor this

_____ day of _____, 20__, in the

presence of _____.

_____ _____
Witness Signature & Corporate Seal

6. OWNER'S ACCEPTANCE

Accepted and executed on behalf of the Owner this _____

day of _____, 20__, in the

presence of_____.

_____ _____
Witness Signature & Seal

End

TENDER

SUBMITTED BY: _____

ADDRESS: _____

_____

Phone: _____ Fax:_____

DATE: _____

FOR: 95 Rochford Street
Charlottetown, PE

TO: Minister of Transportation, Infrastructure and Energy
11 Kent Street
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

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

"Flooring Replacement
Shaw Building 5th Floor South"

INCLUDING all prime cost allowances, and Government sales or other taxes in force at this date and **EXCLUDING Harmonized Sales Tax and EXCLUDING any additional or deductible allowances or taxes which may be applicable subsequent to his date,** and which shall be payable by or to the Owner, in accordance with the above mentioned documents, for the **total sum** of supply and installation:

_____ Dollars ($_____)

in lawful money of Canada.

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

In the event of this tender being accepted within 30 days of the time stated for the closing of tenders, and our failing or declining to enter into a contract, then our bid deposit shall be forfeited to the Owner in lieu of any damages which he may suffer by reason of our failure or refusal to enter into such contract.

In the event of our tender not being accepted within 30 days of the time stated for the closing of tenders, the bid deposit will be returned to us forthwith unless a satisfactory arrangement is made with us covering its retention for a further stated period.

This tender includes the following addenda:

Addendum #	Date	Initial

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

Enter into a formal contract agreement with the Owners.

Provide a Construction Schedule and complete the entire work on or before the dates stated.

_____

Submitted by (Name of Bidder)

_____

Authorized Signature (SEAL)

End

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ***GFCI:*** Advise contractor that all tools are required to have ground fault circuit

interrupters (where electricity is supplied by contractor).

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

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

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

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

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

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

20. ***Visitors:*** Advise contractor that any visitors to site must be suitably protected from hazard. They must wear hard hat, safety vest, and proper safety footwear while on site.

21. ***Task Lighting:*** Review responsibilities of task specific lighting (who provides it).

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

23. ***Scaffolds:*** Review scaffold building requirement:

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

24. ***Elevating Work Platforms:***

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

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

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

PRE-CONSTRUCTION CONTRACTOR SAFETY CHECKLIST

PROJECT: _____ DATE: _____

CONTRACTOR: _____

WORK BEING PERFORMED: _____

_____ _____

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

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

✓Means Yes ☒ Means No

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

End

1. GENERAL

.1 Refer to the Finish Schedule below and the Architectural Drawings for locations of new flooring. Contractor is responsible for ordering correct amount of material required for flooring. All measurements must be taken by Contractor to confirm areas.

2. MATERIAL

.1 Luxury vinyl tile product (solid vinyl tile) with a durable, high performance wear layer. Standard of acceptance see Item 5 of Finish Schedule.

.2 The adhesive shall be as recommended by manufacturer.

.3 Contractor to supply one (1) box of extra vinyl tiles for maintenance purposes.

.4 New transition strips to be brass finish metal and to be fastened to the floor with screws. Metal edging to be installed where vinyl tile meets another type of flooring.

.5 Finish Schedule: Kitchen Room 525

LVT	Luxury Vinyl Tile - Tandus/Centiva Venue Stone Spartan VS 7240-U. Installation Method: Quarter Turn 18" x 18" (457 mm x 457 mm) nominal size. Square edge treatment with overall thickness of (3.0 mm) nominal.

3. WORKMANSHIP

.1 All material to be removed from work site daily , and may not be stored on site, unless otherwise stored in approved location by TIE Representative .

.2 Warranties for work and labour to be for one(1) year, and warranties for vinyl to be at least ten (10) years.

.3 Follow manufacturer’s instructions for initial maintenance immediately following completion of installation.

4. INSTALLATION

.1 Installation shall be in accordance with the Manufacturer's Professional Installation Guide. Remove existing flooring. Prepare sub-floor as per manufacturer's recommendations.

.2 Remove sub-floor ridges and bumps. Fill low spots, cracks and other defects.

.3 Cut tile and fit neatly around fixed objects and terminate at centerline of door in openings.

.4 Extra care should be taken to not damage existing wood base.

.5 All items are to be returned to their original location upon completion of work or at the end of each work session ready for staff to go to work the next working day.

.6 On completion of installation, all dirt and scraps are to be removed. All tile areas to be vacuumed. Clean vinyl surfaces in accordance with manufacturer's instructions.

1. GENERAL

.1 Refer to the Finish Schedule below and the Architectural Drawings for locations of new flooring and new base. Contractor is responsible for ordering correct amount of material required for flooring. All measurements must be taken by Contractor to confirm areas.

2. MATERIAL

.1 Adhesive for carpet shall be - TACTILES as per manufactures instructions.

.2 Contractor to supply four (4) boxes of extra carpet tile A , one(1) box of extra carpet tile B and three (3) boxes (500) of tactiles for maintenance purposes.

.3 All existing wood base to remain.

.4 New metal transition strips to be satin brass hammered in colour and to be fastened to the floor with screws. Metal edging to be installed at any opening or where carpet meets another type of flooring.

.5 Finish Schedule:

CARPET A Interface FLOR “Solace”
Colour: 102308 Cedar. Size: 50cm x 50cm
Install: Non-directional. No alternates or substitutions.

CARPET B Interface FLOR “Viva”
Colour: 101158 Canela
Size: 50cm x 50cm. Install: Non-directional. No alternates or substitutions.

WALL BASE Standard of Acceptance
Johnsonite Millwork Wall Base (Room 500A + Corr.502)
Diplomat (MW-XX-A) Color Icicle
Size of base: 11.4cm (4 ½") height

3. WORKMANSHIP

.1 All material to be removed from work site daily , and may not be stored on site, unless otherwise stored in approved location by TIE Representative .

.2 Warranties for work and labour to be for one(1) year, and warranties for carpet to be at least fifteen (15) years.

.3 Installation by qualified installers.

4. INSTALLATION

.1 Office furniture and modular units are to remain intact when old carpet is removed and new carpet tiles are installed. Modular panels are to be raised using jacks . Care must be taken not to damage any electrical, data and telephone wires. Any repairs will be at contractor's cost.

.2 When old carpet is removed scrape off excess glue. Take extra care not to damage existing wood base.

.3 Remove old carpet base and replace with new wall base. Eliminate all voids between base and wall. Seal edges of base with silicone caulking.

.4 Cut tile and fit neatly around fixed objects and terminate at centerline of door in openings where adjacent floor finish or colour is dissimilar.

.5 Install metal edge strips at unprotected or exposed edges where flooring terminates.

.6 All items are to be returned to their original location upon completion of work or at the end of each work session ready for staff to go to work the next working day.

.7 Where pull covers in floor are to be covered with carpet tile, TIE Representative will identify locations.

.8 On completion of installation, all dirt and scraps are to be removed. All carpet tile areas to be vacuumed. Clean carpet surfaces in accordance with manufacturer's instructions.