

Bell Aliant Centre

TENDER

**CONSTRUCT ARENA LOUNGE, AND RENOVATE
AQUATICS UPPER VIEWING DECK**

Sep 2017

TABLE OF CONTENTS

- 1.0 INVITATION FOR BIDS 5**
- 1.1 Bid Submission 5
- 1.2 Definitions..... 5
- 2.0 SPECIAL PROVISIONS 6**
- 2.1 Bid Deposit 6
- 2.2 Warranty Security 6
- 2.3 Materials 6
- 2.4 Commencement 6
- 2.5 Extension of Time..... 7
- 2.6 Site Examination..... 7
- 2.7 Payment..... 7
- 2.8 Scope of Work 7
- 2.9 Occupational Health and Safety..... 7
- 3.0 INSTRUCTIONS TO PROPONENTS 7**
- 3.1 Bid Requirements..... 7
- 3.2 Explanations to Proponents..... 8
- 3.3 Examination of Plans, Specifications & Worksites 9
- 3.4 Preparation of the Bids..... 9
- 3.5 Sub-Contractors 9
- 3.6 Submission of the Bids 9
- 3.7 Receipt and Opening of the Bids 10
- 3.8 Withdrawal of Bids 10
- 3.9 Presence of Proponents at Opening 10
- 3.10 Award of Tender 10
- 3.11 No Obligation to Proceed..... 11
- 3.12 Rejection of Bids..... 11
- 3.13 Conflict of Interest 11
- 3.14 Security 12
- 3.15 Competency of the Proponent..... 12
- 3.16 Material Guarantee..... 12
- 3.17 Agreement..... 12
- 3.18 Insurance 12
- 3.19 Force Account Work..... 13
- 4.0 GENERAL PROVISIONS 13**
- 4.1 Execution, Co-relation & Intent of Documents 13
- 4.2 Design – Drawings and Instructions 14
- 4.3 Verbal Agreements 14
- 4.4 Order of Completion 14
- 4.5 Site Examination..... 14
- 4.6 Materials, Appliances, Employees..... 15

4.7 Surveys, Permits & Regulations 15

4.8 Protection of the Public and of Work and Property 15

4.9 Inspection of Work 16

4.10 Superintendents 16

4.11 Changes in the Work 17

4.12 Selection of Equipment by BAC 17

4.13 Extension of Time 17

4.14 Claims for Extra Work 17

4.15 Force Account of Work 17

4.16 Deductions for Uncorrected Work 18

4.17 Correction of Work Before Final Payment 18

4.18 Suspension of Work 18

4.19 The BAC’s Right to Terminate Contract 19

4.20 Contractor’s Right To Stop Work Or Terminate Contract 19

4.21 Removal of Equipment 19

4.22 Use of Completed Portions 19

4.23 Right to Materials 20

4.24 Payments Withheld Prior to Final Acceptance of Work 20

4.25 Indemnity 20

4.26 Damages 21

4.27 Prices for Work 21

4.28 Progress Payments 21

4.29 Final Payment 21

4.30 Assignment 22

4.31 Rights of Various Interests 22

4.32 BAC Status 22

4.33 BAC Decisions 22

4.34 Lands for Work 22

4.35 Cleaning Up 23

4.36 Notice to Proceed 23

4.37 Agreement 23

4.38 Maintenance Guarantee 23

4.39 Laws of Prince Edward Island 23

5.0 BID ACKNOWLEDGEMENTS 23

5.1 Bid Declaration 23

5.2 Bid Agreement 24

SCHEDULES 25

1 Signature Page 25

2 Addenda Acknowledgment 26

3 Architectural Drawings and Specifications - Lounge for MacLauchlan Arena A 27

4 Estimated Project Price - Lounge for MacLauchlan Arena A 28

5 Architectural Drawings and Specifications - Aquatics Upper Floor Viewing Deck .. 29

6 Proposed Luminaires - Aquatics Upper Floor Viewing Deck 30
7 Estimated Project Price - Aquatics Upper Floor Viewing Deck..... 31

1.0 Invitation for Bids

- 1.0.1 The Bell Aliant Centre (“BAC”) requests written Bids to construct a lounge area for MacLauchlan Arena A, and renovate the aquatics upper floor viewing deck.
- 1.0.2 Proponents shall have the option to submit a Bid for the construction of the lounge for MacLauchlan Arena A only **OR** the renovation of the aquatics upper floor viewing deck only **OR** for both projects as part of **one Bid submission**.
- 1.0.3 The BAC shall furnish architectural drawings, and specifications for the construction of the lounge for MacLauchlan Arena A (see Schedule 3), and the renovation of the aquatics upper floor viewing deck (See Schedules 5 and 6).

1.1 Bid Submission

- 1.1.1 Bids and attached Schedule forms shall be submitted to the **Bell Aliant Centre** at 560 University Avenue, Charlottetown PE C1A 0G9 and must be clearly marked on the outside “**Tender – Arena Lounge, and Aquatics Upper Viewing Deck; Attention Finance Officer**”. Bids must be received before **2:00:00pm AST, on Sep 28st, 2017 to the Control Desk**.
- 1.1.2 Any addenda will be posted on the City of Charlottetown website at www.city.charlottetown.pe.ca/tenders.php. Proponents are responsible for checking the website for tender notices, documents, and addenda. BAC is not responsible for ensuring Proponents have obtained addenda.
- 1.1.3 No fax or e-mail Bid forms will be considered. It is the Proponent’s responsibility to ensure their submission is received prior to the closing date and time noted above. Bids will be opened publicly at the BAC immediately following the closing date and time. The contract shall be awarded as soon as practical after the Bid evaluations.

Any questions in respect of this tender call shall be directed to Matt Adams (matt@bellaliantcentre.ca). Questions must be received in writing (email) at least three (3) business days before the close date of this tender.

1.2 Definitions

Throughout this tender call, terminology is used as follows:

- 1.2.1 “BAC” means the Bell Aliant Centre
- 1.2.2 “Contract” means the written agreement or Purchase Order resulting from this tender call, in accordance with this tender call.

- 1.2.3 “Contractor” means a successful Proponent to this tender call who enters into a written Contract with the Bell Aliant Centre.
- 1.2.4 “Must”, “shall”, “mandatory” or “required” means a requirement that must be met in order for a Bid to receive consideration.
- 1.2.5 “Proponent” or “Bidder” means an individual or a company that submits, or intends to submit, a Bid in response to this tender call
- 1.2.6 “Bid” means the Proponent’s response to this tender call
- 1.2.7 “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the tender call.

2.0 Special Provisions

2.1 Bid Deposit

- 2.1.1 The Proponent will submit with his Bid a certified cheque in the amount of ten percent (10%) of the total estimated project price(s) as a deposit, and shall make the cheque payable to Capital Area Recreation Inc. In lieu of this certified cheque, the Proponent may submit a bid bond from a recognized Surety Company in the amount of Ten Percent (10%) of the total estimated project price(s).
- 2.1.2 Proponent cheques and bid bonds will be returned to non-successful Proponents within the earlier of sixty (60) days after the opening of the Bids and two (2) days after the Bid has been awarded.

2.2 Warranty Security

If the successful Proponent does not supply a bid bond in the amount of 10% of the total estimated project prices under section 2.1, BAC will assess a holdback in the amount of 10% of the Estimated Project Price upon submission of invoices by the successful Proponent. Warranty security in the form of bid bond or holdback will be maintained in force for a period of twelve (12) months after the project completion date.

2.3 Materials

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

2.4 Commencement

The Contractor is to commence work as per the project schedule submitted in his bid, and work diligently towards completion.

2.5 Extension of Time

The BAC 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.

2.6 Site Examination

2.6.1 Before submitting a Bid, all Proponents **are required** to examine the site of the work and fully inform themselves of the conditions and limitations, and make due allowance in their Bid for any such conditions and limitations as they affect the proper carrying out of the work.

2.6.2 Arrangements for site visits shall be made by contacting Sue Fraser at 902-569-4584 ext. 226 or sue@bellaliantcentre.ca. There shall be one scheduled site visit for all proponents to attend which will be communicated to all Proponents after the closing date of this tender call. Alternative date(s) will be made available at the discretion of the BAC.

2.7 Payment

Payment will be made in accordance with Estimated Project Prices rates in accordance with Sections 4.27, 4.28, and 4.29.

2.8 Scope of Work

The work to be carried out under this Project includes the supply of all labour, material, machinery, and equipment necessary for the construction.

2.9 Occupational Health and Safety

This Contract will comply with the regulations of the Occupational Health and Safety Act and any other regulations and code 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 BAC, to provide written verification that their work is in compliance.

3.0 INSTRUCTIONS TO PROPONENTS

3.1 Bid Requirements

3.1.1 Schedule 1 – Signature Page

3.1.2 Schedule 2 – Addenda Acknowledgement (if applicable)

3.1.3 Overview of the experience and qualifications of the Proponent at a minimum must include the following:

(a) A general statement of specialization and expertise.

- (b) The size of the firm provincially and nationally, and in terms of employees and agents
- (c) An overview and history of your company, including how many years your company has been conducting business, specifically in the provision of construction services.
- (d) Overview of similar projects undertaken within the past 5 years
- (e) Name of the individual(s) within your firm that have overall responsibility for the work. Please include any education, certifications, and qualifications, association or board memberships these individuals hold, as well as a summary of experience these personnel have.

3.1.4 Proponent Description of Work for construction of lounge area for MacLauchlan Arena A must at a minimum include the following:

- (a) Description of work required to meet BAC requirements provided in Schedule 3
- (b) Detailed listing of materials to be used that meet BAC requirements in Schedule 3.
- (c) Listing of machinery and equipment to be used
- (d) Listing of any subcontractors that will be used
- (e) Project schedule that meets required completion date of Dec 8, 2017.

3.1.5 Schedule 4 – Estimated Project Price for construction of lounge area for MacLauchlan Arena A

3.1.6 Proponent Description of Work for renovation of aquatics upper viewing deck must at a minimum include the following:

- (a) Description of work required to meet BAC requirements provided in Schedules 5 and 6
- (b) Detailed listing of materials to be used that meet BAC requirements in Schedules 5 and 6
- (c) Listing of machinery and equipment to be used
- (d) Listing of any subcontractors that will be used
- (e) Project schedule that meets required completion date of Dec 8, 2017.

3.1.7 Schedule 7 – Estimated Project Price for renovation of aquatics upper floor viewing deck

3.1.8 Bid deposit cheque or bid bond

3.2 Explanations to Proponents

Any explanation regarding the meaning or interpretation of this tender drawings, specifications or other Bid 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 Proponents. It is the responsibility of the Proponent to ensure they have obtained addenda. Oral explanations and interpretations made prior to the Bid opening shall not be binding.

3.3 Examination of Plans, Specifications & Worksites

- 3.3.1 Proponents shall carefully examine the instructions to Proponents, plans, drawings, Tender schedules, special provisions and site of the proposed work to satisfy themselves by examinations as to all the local conditions affecting the Project and as to the detailed requirements of construction.
- 3.3.2 Any information provided to Proponents regarding quantities 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

- 3.4.1 Bids shall be submitted using the Schedule forms provided or copies thereof, and must be signed by the Proponent or his authorized representative. Any corrections to entries made on Bid Schedules shall be initialled by the person signing the Bid.
- 3.4.2 Unless otherwise specified, Bids delivered by fax or email will not be considered.

3.5 Sub-Contractors

- 3.5.1 Use of subcontractors (having no formal corporate links) is acceptable but must be clearly identified in Bid submissions. However, in this case, the Contractor must be prepared to assume overall responsibility for successful interconnection of the two product or service lines.
- 3.5.2 Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the BAC'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 Bid. The Contractor agrees that he is as fully responsible to 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.
- 3.5.3 Any sub-contracting of the service to any firm or individual after the awarding of the Contract must have prior approval of the BAC.

3.6 Submission of the Bids

- 3.6.1 Bids must be submitted as directed in the 'Invitation for Bids'. All Bids must be prepared using the attached Schedules annexed thereto stating the Estimated Project Price both in words and in figures and be signed by the Proponent with his business address and place of residence.
- 3.6.2 Proponents shall not remove and submit their Bid forms separate from the volume of Bid documents, but shall submit their Bid forms bound with the complete volume of documents including all pages correctly assembled and attach any addenda that may have been issued.

- 3.6.3 If alternative solutions are offered, please submit the information in the same format, as a separate Bid.
- 3.6.4 Bids that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the BAC may be rejected.

3.7 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.

3.8 Withdrawal of Bids

- 3.8.1 Bids may be withdrawn at any time prior to opening upon written request from the Proponent received at any time up to the official closing time. Negligence on the part of the Proponent in preparing his Bid shall not constitute a right to withdraw a Bid subsequent to the Bid opening.
- 3.8.2 A Proponent 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 Proponent for this tender call. Any Proponent may withdraw or qualify a submission at any time up to the official closing time by re-submitting a new Bid to the BAC, on which the time and date of receipt will be marked. The new submission shall be marked on the sealed envelope by the Proponent as "Resubmission #" to the attention of the Finance Officer, as noted above in this tender call.
- 3.8.3 Upon closing time, all Bids become irrevocable.

3.9 Presence of Proponents at Opening

At the time and place fixed for opening Bids, all Proponents and other interested parties may be present in person or by representative.

3.10 Award of Tender

- 3.10.1 Evaluation of Bids will be completed by a committee formed by the BAC
- 3.10.2 Bids will be checked against mandatory criteria. Bids not meeting all mandatory criteria will be rejected without further consideration. Bids that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. The BAC's intent is to enter into a Contract with the Proponent who has the highest overall ranking.
- 3.10.3 By responding to this tender call, Proponents will be deemed to have agreed that the decision of the BAC's evaluation committee will be final and binding
- 3.10.4 The tender shall be awarded as soon as practical after the Bid opening, subsequent to the reservations as outlined in this tender call.

3.10.5 In cases of error in the extension of prices, the unit Bid prices shall govern. The BAC reserves the right to waive any informality in Bids at his discretion.

3.11 No Obligation to Proceed

This tender invitation creates no obligation on the part of BAC to award the contract or to reimburse proponents for preparation expenses. BAC 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.

3.12 Rejection of Bids

3.12.1 The BAC reserves the right to reject any or all Bids or to accept any Bid which may be considered to be in the best interests of the BAC.

3.12.2 BAC reserves the right to reject any or all Bids and also reserves the right to accept any Bid. The decision on which Bid best satisfies the needs of BAC rests solely with BAC and any decision is not open to appeal.

3.12.3 At the election of the BAC, whether or not a Bid or Proponent otherwise satisfies the requirements to participate in this tender call, the BAC 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 BAC within the five (5) year period immediately preceding the date on which the tender call was published.

3.12.4 The BAC'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 BAC or other institutions.

3.12.5 The BAC 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 Bid; or
- c) any other conduct, situation or circumstance, as solely determined by the BAC

3.13 Conflict of Interest

Proponents must declare to the BAC where there is a potential or real conflict of interest. Any conflict of interest will be considered and evaluated by the BAC. The BAC 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 project, a conflict or risk of conflict of interest arises, the Contractor will notify the BAC immediately in writing of that

conflict or risk and take any steps that the BAC reasonably requires to resolve the conflict or deal with the risk.

3.14 Security

3.14.1 No Bid will be considered unless accompanied by a security deposit. This deposit shall consist of a certified cheque drawn upon a Chartered Bank or a bid bond for the amount shown in Section 2.1 “Bid Deposit”, and shall be made payable to “Capital Area Recreation Inc.

3.14.2 Upon the Proponent being successful and provided a warranty security per Section 2.2 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 Proponent.

3.14.3 In the event the Bid is not accepted, the cheque or bid bond will be returned to the Proponent.

3.15 Competency of the Proponent

Proponents must be capable of performing the various items of work required under this tender call and the submitted Bid. They may be required to provide the BAC a statement covering experience on similar work, lists of equipment available for the proposed work and such statements of their financial resources as may be deemed necessary.

3.16 Material Guarantee

Before any Contract is awarded, the Proponent 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 BAC to determine their quality and fitness for the work.

3.17 Agreement

The successful Proponent shall be deemed to have entered into an agreement with the BAC. The Tender documents shall provide the details of the services, remuneration and rights of both parties in respect to this agreement.

3.18 Insurance

3.18.1 Insurance shall be in such form as will protect the Contractor or the sub-contractor, the BAC, 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.

3.18.2 Except as otherwise stated, the amounts of such insurance required for a successful Proponent shall be for each policy not less than:

- a) For liability for bodily injury including accidental death, minimum amount of \$2,000,000 per occurrence.

- b) For liability for property damage, minimum amount of \$50,000.00 on account of any one accident, and \$100,000 on account of all accidents.

3.18.3 The following types of insurance shall be provided by the successful Proponent:

- 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. This insurance in the amount required above to cover bodily injuries and property damage will include 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.
- c) Property Damage Insurance and Contractor's Protective Property Damage Insurance in the amounts required above.
- d) 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)
- e) All policies shall be so written that the BAC will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. Certifications from the insurance carrier, stating the limits of liability and expiration date, shall be filed with the BAC before work commences. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Bid, 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 call.

3.19 Force Account Work

If the BAC 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 work shall be done on a Cost-Plus Percentage basis of payment as provided in the General Provisions, Section 4.15 Force Account of Work.

4.0 GENERAL PROVISIONS

4.1 Execution, Co-relation & Intent of Documents

- 4.1.1 The submitted Bid together with this tender call together shall be deemed to be the agreement which provides the specifications for this project including services rendered and remuneration.
- 4.1.2 Persons or firms submitting Bids shall be actually engaged in the lines of work required by the specifications and plans and drawings.

4.1.3 All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the BAC.

4.1.4 In case of conflict between plans and specifications, the specifications shall govern.

4.2 Design – Drawings and Instructions

4.2.1 The BAC shall furnish architectural drawings, and specifications for the construction of the lounge for MacLauchlan Arena A (See Schedule 3). The successful Proponent will be responsible for the planning, design and installation of plumbing and electrical for the lounge bar and general lounge area; said planning must be approved by the BAC in writing.

4.2.2 The BAC shall furnish architectural drawings, and specifications for the construction of the aquatics upper floor viewing area. (See Schedules 5 and 6)

4.2.3 Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either tender documents or drawings, the interpretation and decision of the BAC shall be final and binding on both parties. 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.

4.2.4 The BAC, may, during the life of the project, issue additional instructions, by means of drawings or otherwise necessary to illustrate changes in the work.

4.3 Verbal Agreements

No verbal agreement or conversation with any officer, agent or employee of the BAC 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.

4.4 Order of Completion

The Contractor shall submit at such times as may reasonably be requested by the BAC 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. The Contractor, in consultation with the Bell Aliant Centre, will schedule portions of the work for the aquatics upper floor viewing area to provide minimal disruption to aquatic activities during peak programming times.

4.5 Site Examination

Before submitting a Bid, all Proponents are required to examine the site of the work and fully inform themselves of the conditions and limitations, and make due allowance in their Bid for any such conditions and limitations as they affect the proper carrying out of the work.

4.6 Materials, Appliances, Employees

- 4.6.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, 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.
- 4.6.2 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.
- 4.6.3 The hourly rate of wages to be paid by the Contractor or his sub-contractor shall be a fair and reasonable one.
- 4.6.4 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 BAC to do so.
- 4.6.5 The Contractor shall be responsible for all assessments or payments required by the Worker's Compensation Board.

4.7 Surveys, Permits & Regulations

- 4.7.1 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 BAC, unless otherwise specified.
- 4.7.2 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 work, drawings or specifications are at variance therewith, he shall promptly notify the BAC in writing, and any necessary changes shall be adjusted as provided in the tender call for changes in the work.
- 4.7.3 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.

4.8 Protection of the Public and of Work and Property

- 4.8.1 The Contractor shall provide and maintain all necessary watchmen, barricades, and warning signs and take all necessary precautions for the protection and convenience of the public. The Contractor shall continuously maintain adequate protection of all work damage, and shall take all reasonable precautions to protect the BAC's 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 BAC 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 BAC. He shall adequately protect adjacent private and public property, as provided by law and this tender document.

4.8.2 The Contractor shall not, without the permission of the BAC, 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.

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

4.9 Inspection of Work

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

4.9.2 The BAC 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.

4.9.3 If the specifications, the BAC's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the BAC timely notice of its readiness for inspection, and if the inspection is by another authority than the BAC, of the date fixed for such inspection. Inspections by the BAC 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 BAC, it must, as required by the manager, be uncovered for examination and properly restored at the Contractor's expense.

4.9.4 Re-inspection of any work may be ordered by the BAC, 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 BAC 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.

4.10 Superintendents

4.10.1 The Contractor shall keep on his work during its progress, a competent superintendent and any necessary assistance, all satisfactory to the BAC. 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.

4.10.2 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 drawings, specifications and instructions, he shall immediately inform the BAC in writing,

and the BAC shall properly verify same. Any work done after such discovery until authorized, will be done at the Contractor's risk.

4.11 Changes in the Work

4.11.1 The BAC, without invalidating the Project, may order additions to or deductions from the work, the Bid sum being adjusted accordingly. Any claim for extension of time caused hereby shall be adjusted at the time of ordering such damage.

4.11.2 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 Bid sum shall be valid unless the additional work was so ordered by the BAC.

4.12 Selection of Equipment by BAC

If the BAC 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.

4.13 Extension of Time

4.13.1 The period of time for completion set forth in the Bid 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 BAC or his employees, or by other Contractors employed by the BAC in, in the furnishing of plans and necessary information by the BAC, or for any causes which in the opinion of the BAC, the Contractor to an extension of time.

4.13.2 The Contractor shall notify the BAC 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 BAC shall acknowledge in writing receipt of any such claim by the Contractor within seven days of its receipt.

4.14 Claims for Extra Work

If the Contractor claims that any instruction by drawings or otherwise issued under the date of the Project involve extra cost under the Bid, he shall give the BAC 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. No such claim shall be valid unless so made.

4.15 Force Account of Work

4.15.1 If the BAC 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:

- 4.15.2 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.
- 4.15.3 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.
- 4.15.4 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 BAC with satisfactory vouchers for all labour and material expended work done on this basis.
- 4.15.5 Contractors plant, including power, equipment, and trucks, shall be paid for on agreed rental terms, such terms to include the operation for the machine.
- 4.15.6 The cost of the work done each day shall be submitted to the BAC in a satisfactory form on the succeeding day, and shall be approved by him, or adjusted at once.

4.16 Deductions for Uncorrected Work

If the BAC deems it inexpedient to correct work that has been damaged or that it was not done in accordance with the Bid and tender documents, an equitable deduction from the Bid price shall be made therefore.

4.17 Correction of Work Before Final Payment

- 4.17.1 The Contractor shall promptly remove from the premises all materials condemned by the BAC as failing to meet requirements of this tender, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Bid and without cost to the BAC and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 4.17.2 If the Contractor does not remove such condemned work and materials as promptly as possible, after written notice, the BAC may remove them and store the material at the expense of the Contractor.
- 4.17.3 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 BAC to retain as liquidated damages, the certified cheque submitted with the Bid as a performance bond.

4.18 Suspension of Work

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

4.19 The BAC'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 BAC, or otherwise be guilty of substantial violation of any provision of the bid and tender requirements, then the BAC, upon the written notice of the BAC 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 Bid 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 BAC. The expense incurred through the Contractor's default shall be determined by the BAC.

4.20 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 BAC should fail to issue any estimate for payment within thirty days after it is due, or if the BAC should fail to pay the Contractor within thirty days of its maturity and presentation any sum certified by the BAC, then the Contractor may, upon seven days written notice to the BAC and the BAC, stop work or terminate the Project and recover from the BAC payment for all work executed.

4.21 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 BAC, shall promptly remove any or all of his equipment or supplies from the property of the BAC, failing which the BAC shall have the right to remove such equipment and supplies at the expense of the Contractor.

4.22 Use of Completed Portions

The BAC 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 notwithstanding the time for completion of the entire work or such portions which may not be expired. In such cases, the BAC 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 BAC.

4.23 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, but all such materials, shall upon being so attached or affixed because the property of the BAC.

4.24 Payments Withheld Prior to Final Acceptance of Work

The BAC 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:

- 4.24.1 Defective work not remedied.
- 4.24.2 Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
- 4.24.3 Failure of the Contractor to make payments properly to sub-contractors or for material or labour.
- 4.24.4 Damage to another contractor.
- 4.24.5 When the above grounds are removed or the Bid provides a Surety Bond satisfactory to the BAC, which will protect the BAC in the amount withheld, payment shall be made for amounts withheld because of them.

4.25 Indemnity

- 4.25.1 The Contractor and his sureties shall indemnify and save harmless the BAC 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 BAC growing out of such injury or damage.
- 4.25.2 The Contractor shall, unless otherwise specified, maintain and pay for such insurance as will protect the BAC from contingent liability under this Contract, and the BAC's right to enforce against the Contractor any provisions of this article shall be contingent upon the full compliance by the BAC with the terms of such insurance policy or policies a copy of which shall be deposited with the BAC.

- 4.25.3 Before starting and until acceptance of the work, the Contractor shall procure and maintain insurance of the types and to the limits specified in Section 3.18 Insurance.

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 Section 3.18 Insurance. 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.

4.26 Damages

- 4.26.1 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.

- 4.26.2 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.

4.27 Prices for Work

The BAC shall pay and the Contractor shall receive the total Estimated Project Price(s) 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.

4.28 Progress Payments

Except as hereinafter provided, the Contractor shall submit invoices not more often than every 14 days for work completed which will contain estimates of work completed since project commencement. The BAC shall, after scrutinising the invoice, decide if the estimate has been earned by the Contractor. If the successful Proponent does not supply a bid bond in the amount of 10% of the total estimated project prices under section 2.1, the BAC will holdback ten percent (10%) of invoiced amounts for warranty security for fulfilment of this Project by the Contractor and all previous payments shall be deducted from the price. The BAC shall 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 Bid.

4.29 Final Payment

- 4.29.1 If the contractor does not require an invoice holdback as warranty security in the amount of 10% under section 2.2, final payment will be made sixty (60) days after the completion and acceptance of the work in accordance with this tender call, but such final payment shall not be made until the contractor provides the BAC written notice stating that all claims and demands for extra work or otherwise, under or in connection with this contract have been presented.

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

4.30 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.

4.31 Rights of Various Interests

Wherever work is being done by the BAC'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 BAC, to secure the completion of the various portions of the work in general harmony.

4.32 BAC Status

The BAC, 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 Bid or tender requirements and to decide questions that arise in the execution of the work.

4.33 BAC Decisions

The BAC acting personally or through duly authorized assistants shall, upon presentation to him, make prompt decision in writing on all claims of the BAC or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Bid. All such decisions of the BAC shall be final.

4.34 Lands for Work

4.34.1 The BAC shall provide to 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 drawings of the BAC building structure for the use of the contractor.

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

4.35 Cleaning Up

The Contractor shall, as directed by the BAC, remove at his own expense from the BAC'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 BAC thereof.

4.36 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 BAC.

4.37 Agreement

Nothing done, performed or supplied, by or under this tender call or in pursuance thereof, by this Project or any implied contract, shall be binding upon the BAC nor shall the BAC in any way be liable for anything so done, performed or supplied, until first of all the Successful Contractor has been awarded in writing by the BAC.

4.38 Maintenance Guarantee

4.38.1 The Contractor shall guarantee his work for a period hereinafter specified from the date of acceptance by the BAC, and shall leave the work in perfect order at completion, and neither the final certificate or payment or any provisions in the tender documents or Bid 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.

4.38.2 Guarantee Period is one year from project completion of all work

4.39 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.

5.0 Bid Acknowledgments

5.1 Bid Declaration:

The Proponent declares and acknowledges:

5.1.1 That this Bid was made without collusion or fraud;

5.1.2 That the proposed work was carefully examined;

5.1.3 That tender documents and all Addenda were carefully examined;

- 5.1.4 The proposed work will comply with the provincial safety regulation including the provisions of the PEI Occupational Health and Safety Act and the Workers Compensation Act regulations;
- 5.1.5 That the BAC is not bound to accept the lowest or any Bid which it may receive.

5.2 Bid Agreement

The Proponent agrees:

- 5.2.1 To supply all labour, material, and equipment to perform all work necessary to complete the work as described and specified herein for the Estimated Project Price as stated in the tender Schedules.
- 5.2.2 Declares that the Estimated Project Price(s) set forth in the tender Schedules have been correctly computed for the purposes of this Bid and that it includes and covers all contingencies and provisional sums; all duties and handling charges; transportation; and all other charges.
- 5.2.3 This Bid is valid for acceptance for a period of not less than thirty (30) days from the date of the tender closing.
- 5.2.4 The undersigned Proponent having carefully read and examined the tender documents prepared by the BAC to construct a lounge area for MacLauchlan Arena A, and renovate the aquatics upper floor viewing deck, 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 offer to perform the said work required in this tender and provide all necessary labour, machinery, 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 of this tender document.

SCHEDULE 1**SIGNATURE PAGE**

Supplier Name _____

Address _____

Print signature / title _____

Authorized Signature _____

Telephone _____ Fax _____

E-mail _____

Website _____

References:

List three of your largest accounts, preferably companies, organizations or institutions that you have provided a similar scope and volume of work for, preferably in Atlantic Canada, as follows:

Company Name	Address	Telephone	Contact Name & E-mail Address
1.			
2.			
3.			

SCHEDULE 2

ADDENDA ACKNOWLEDGEMENT

The Proponent hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED	NUMBER OF PAGES

DATED THIS _____ DAY OF _____

PROPONENT'S NAME (please print) _____

PROPONENT'S SIGNATURE _____

COMPANY _____

ADDRESS _____

SCHEDULE 3

Architectural Drawings and Specifications (See Attached)

Lounge Area for MacLauchlan Arena A

SCHEDULE 4

Estimated Project Price – Lounge Area for MacLauchlan Arena A

PROJECT PRICE

Construct MacLauchlan Arena A Lounge – Subtotal before Taxes \$ _____

Applicable Taxes \$ _____

ESTIMATED PROJECT PRICE INCLUDING TAX \$ _____

ESTIMATED PROJECT PRICE (written) _____

COMPANY: _____

ADDRESS: _____ PC _____

SIGNATORY (printed): _____

SIGNED: _____ DATE: _____

PHONE: _____ EMAIL: _____

(Affix Corporate Seal if applicable)

SCHEDULE 5

Architectural Drawings and Specifications (See Attached)

Aquatics Upper Floor Viewing Deck

SCHEDULE 6

Proposed Luminaires (See Attached)

Aquatics Upper Floor Viewing Deck

Schedule 7
Estimated Project Price
“Renovate Aquatics Upper Floor Viewing Deck”

PROJECT PRICE

(Note: Include kitchenette costs under Optional Pricing section)

Renovate Aquatics Upper Floor Viewing Deck – Subtotal before Taxes \$ _____

Applicable Taxes \$ _____

ESTIMATED PROJECT PRICE INCLUDING TAX \$ _____

ESTIMATED PROJECT PRICE(written) _____

OPTIONAL PRICE

Plumbing and electrical for kitchenette – Subtotal before Taxes \$ _____

Kitchenette and storage area materials and install – Subtotal before Taxes \$ _____

Applicable Taxes \$ _____

Optional Plumbing & Kitchenette installation - Price Including Taxes \$ _____

ESTIMATED OPTIONAL PRICING (written) _____

COMPANY: _____

ADDRESS: _____ PC _____

SIGNATORY (printed): _____

SIGNED: _____ DATE: _____

PHONE: _____ EMAIL: _____

(Affix Corporate Seal if applicable)