



REQUEST FOR PROPOSAL

Pool Tile Replacement

2024 – Dates for Work Negotiable

File 2023-091

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1.0 Invitation for Bids

The Capital Area Recreation Inc (“CARI”) requests written Bids to replace ceramic pool tile throughout the Aquatics Centre.

1.1 Bid Submission

Tenders shall be submitted electronically to Peter Taylor, Finance Manager for CARI, at ptaylor@bellaliantcentre.ca before **2:00pm AST, on Friday, February 2nd, 2024**.

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

It is the Proponent’s responsibility to ensure their submission is received prior to the closing date and time noted above. Bids will be reviewed publicly at CARI immediately following the closing date and time. The contract shall be awarded as soon as practical after the tender evaluations.

Any questions in respect of this tender call shall be directed to **Derrick Wells, Facility Asset Manager (derrick@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 “CARI” means the Capital Area Recreation Inc
- 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 Capital Area Recreation Inc.
- 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 Tender Deposit

The Proponent will submit with their Bid a certified cheque¹ 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).

Bidder cheques and bid bonds will be returned to non-successful Bidders within the earlier of sixty (60) days after the opening of the Bids and two (2) days after the tender has been awarded.

2.2 Warranty Security

The successful Contractor will be required to supply either a certified cheque, allow CARI to maintain the certified cheque submitted as a tender Deposit, an irrevocable letter of credit, or a hold in the amount of 10% of the Estimated Project Price. Alternatively, they can provide a performance bond and a labour and maintenance bond as payments are made such that each bond is not less than 5% of the total Estimated Project Price(s). Warranty security will be maintained in force for a period of twelve (12) months after issuance of the Total Performance Certificate.

2.3 Materials

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

2.4 Commencement

The Contractor is to commence work within the project timeline specified in Schedule 4 (Statement of Work) and work diligently towards completion. All work must be completed within the required completion timeline.

2.5 Extension of Time

CARI may, on the application of the Contractor made before the day fixed for completion of the work, if, in their 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

Before submitting a Bid, all Bidders 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. Arrangements for site visits may be considered by contacting Derrick Wells, 902-569-4055 or derrick@bellaliantcentre.ca.

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 CARI, to provide written verification that their work complies.

3.0 INSTRUCTIONS TO BIDDERS

3.1 Bid Requirements

- 3.1.1 Schedule 1 – Signature Page
- 3.1.2 Schedule 2 – Addenda Acknowledgement (if applicable)
- 3.1.3 Schedule 3 – Experience and Qualifications of Proponent
- 3.1.4 Schedule 4 – Description of Work (Provided by Bidders). Bidders must complete this schedule to meet CARI requirements provided Schedule 4.
- 3.1.5 Schedule 5 – Estimated Project Price
- 3.1.6 Bid deposit cheque or bid bond.

3.2 Explanations to Bidders

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

3.3 Examination of Plans, Specifications & Worksites

- 3.3.1 Bidders shall carefully examine the instructions to Bidders, plans, drawings, schedules, special provisions and site of the proposed work in order to satisfy themselves by examinations as to all the local conditions affecting the Project and as to the detailed requirements of construction.
- 3.3.2 Any information provided to Bidders 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 on the forms provided or copies thereof and must be signed by the Bidder or their authorized representative. Any corrections to entries made on Bid sheet shall be initialled by the person signing the Bid.

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 CARI'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 they are fully responsible for the acts and omissions of his sub-contractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of person directly employed by them.
- 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 CARI.

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 bidder with their business address and place of residence.
- 3.6.2 Bidders shall not remove and submit their Bid forms separate from the volume of Bid documents but shall submit their Bid forms 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 CARI may be rejected.

3.7 Receipt and Opening of the Bids

Bids shall be sent electronically prior to the fixed time in the 'Invitation for Bids'. Bids received after the time so indicated shall be disqualified.

3.8 Withdrawal of Bids

- 3.8.1 Bids may be withdrawn at any time prior to the official closing date and time upon notifying the Facility Asset Manager electronically or by phone at 902-569-4055. Negligence on the part of the Bidder in preparing their Bid shall not constitute a right to withdraw a Bid subsequent to the Bid opening.
- 3.8.2 A Bidder who has already submitted a Bid may submit a further Bid at any time up to the official closing time. The last submission received shall supersede and invalidate all submissions previously submitted by that Bidder for this tender call. Any Bidder may withdraw or qualify a submission at any time up to the official closing time by re-submitting a new Bid to CARI, on which the time and date of receipt will be marked. The new submission shall be marked in subject line of email by the Bidder as "Resubmission #" to the attention of the **Finance Manager**, as noted above in this tender call. Upon closing time, all Bids become irrevocable.

3.9 Opening of Bids

The bids will be reviewed by designated CARI employees and awarded as soon as practical after bid opening. All bidders will be notified electronically.

3.10 Bidders Interested in More Than One Bid

If more than one Bid is offered by one party, or by any person or persons representing a party, all such Bids shall be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a direct Bid on their own behalf.

3.11 Award of Tender

3.11.1 Evaluation of Bids will be completed by a committee formed by CARI.

3.11.2 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. CARI's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

3.11.3 By responding to this RFP, Proponents will be deemed to have agreed that the decision of CARI's evaluation committee will be final and binding.

3.11.4 The Bid shall be awarded on Friday, February 2nd, 2024.

3.11.5 In cases of error in the extension of prices, the unit Bid prices shall govern. CARI reserves the right to waive any informality in Bids at their discretion.

3.12 No Obligation to Proceed

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

3.13 Rejection of Bids

3.13.1 CARI reserves the right to reject any and all Bids or to accept any Bid which may be considered to be in the best interests of CARI.

3.13.2 CARI 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 CARI rests solely with CARI and any decision is not open to appeal.

3.13.3 At the election of CARI, whether or not a Bid or Bidder otherwise satisfies the requirements to participate in this tender call, CARI 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 CARI within the five (5) year period immediately preceding the date on which the request for Bids was published.

3.13.4 CARI's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with CARI or other institutions.

3.13.5 CARI 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 CARI.

3.14 Conflict of Interest

Bidders must declare to CARI where there is a potential or real conflict of interest. Any conflict of interest will be considered and evaluated by CARI. CARI 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 CARI immediately in writing of that conflict or risk and take any steps that CARI reasonably requires to resolve the conflict or deal with the risk.

3.15 Security

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 "Tender Deposit", and shall be made payable to "Capital Area Recreation Inc.

Upon the Bidder 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 Bidder.

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

3.16 Competency of the Bidder

Bidders must be capable of performing the various items of work Bid upon. They may be required to provide CARI 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.

3.17 Material Guarantee

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

3.18 Agreement

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

3.19 Insurance

3.19.1 Insurance shall be in such form as will protect the Contractor or the sub-contractor, CARI, 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 themselves or by anyone directly or indirectly employed by them. CARI will require a Certificate of Insurance naming Capital Area Recreation Inc as an additionally insured.

3.19.2 Except as otherwise stated, the amounts of such insurance required for a successful Bidder 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.
- 3.19.3 The following types of insurance shall be provided by a successful Bidder:
- 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.
 - e) Public Liability and Property Damage Insurance covering the operation of all motor vehicles by the Contractor in the amount of not less than one hundred thousand dollars (\$100,000.00)
 - f) All policies shall be so written that CARI will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. Certification in triplicate from the insurance carrier, stating the limits of liability and expiration date, shall be filed with CARI before work commences. Such certificates shall not merely name the types of policy provided but shall specifically refer to this tender, Division, Part and Section and the above paragraphs in accordance with which insurance is being furnished, and state such insurance is as required by such paragraphs of this tender call.

3.20 Force Account Work

If CARI 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 CARI.
- 4.1.4 The tender documents are complimentary and what is called for by one shall be as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern.

4.2 Design – Drawings and Instructions

- 4.2.1 CARI has on hand original as built drawings for the pool tiles and the Contractor must meet CARI's objectives and represent the requirements of the work as shown in Schedule 4 (Statement of Work)
- 4.2.2 Should any discrepancy appear, or any misunderstanding arise as to the import of anything contained in the tender documents, the interpretation and decision of CARI 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.
- 4.2.3 CARI, 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 CARI 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 CARI 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.

4.5 Site Examination

Before submitting a Bid, all Bidders 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 their employees and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to them.
- 4.6.3 The hourly rate of wages to be paid by the Contractor or their 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 CARI 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 CARI, 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 CARI in writing, and any necessary changes shall be adjusted as provided in the Bid 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 they 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 CARI's property from injury or loss arising in connection with this Project. They shall make good any damage, injury or loss to their work and to the property of CARI 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 CARI. They shall adequately protect adjacent private and public property, as provided by law and tender documents.
- 4.8.2 The Contractor shall not, without the permission of CARI, obstruct the traffic on any street, roadway or place but they 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 CARI shall provide sufficient competent engineering personnel for the supervision of the work.
- 4.9.2 CARI and their 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, CARI's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give CARI timely notice of its readiness for inspection, and if the inspection is by another authority than CARI, of the date fixed for such inspection. Inspections by CARI shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or

consent of CARI, 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 CARI, 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, CARI 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 their work during its progress, a competent superintendent and any necessary assistance, all satisfactory to CARI. The superintendent shall represent the Contractor in their absence and all directions given to them 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 their 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, they shall immediately inform CARI in writing, and CARI 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 CARI, 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 CARI.

4.12 Selection of Equipment by CARI

If CARI or its 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 their 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 CARI or their employees, or by other Contractors employed by CARI in, in the furnishing of plans and necessary information by CARI, or for any causes which in the opinion of CARI, the Contractor to an extension of time.
- 4.13.2 The Contractor shall notify CARI within seven days of any occurrence, which in the contractor's opinion entitles them to an extension of time for completion. Such notice shall be in writing. CARI 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 CARI 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 CARI 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, Workers 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 CARI 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.
The cost of the work done each day shall be submitted to CARI in a satisfactory form on the succeeding day, and shall be approved by them, or adjusted at once.

4.16 Deductions for Uncorrected Work

If CARI deems it inexpedient to correct work that has been damaged or that it was not done in accordance with the Bid, 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 CARI as failing to meet Bid requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute their own work in accordance with the Bid and without cost to CARI 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, CARI 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 CARI to retain as liquidated damages, the certified cheque submitted with the Bid as a performance bond.

4.18 Suspension of Work

CARI may at any time suspend the work, or any part thereof, by giving notice to the Contractor's in writing. The work shall be resumed by the Contractor within (10) ten days after the date fixed in the written notice from CARI to the Contractor to do so. CARI 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 CARI's Right to Terminate Contract

If the Contractor should be adjudged a bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they should persistently or repeatedly refuse or should fail, except in cases in which extension of time are provided, to supply enough property, skilled workers or proper materials or if they should fail to make prompt payments to sub-contractors or for materials and labour, or persistently disregard laws or ordinances or the instructions of CARI, or otherwise be guilty of substantial violation of any provision of the Bid, then CARI, upon the written notice of CARI 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 they 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 CARI. The expense incurred through the Contractor's default shall be determined by CARI.

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 them, or if CARI should fail to issue any estimate for payment within thirty days after it is due, or if CARI should fail to pay the Contractor within thirty days of its maturity and presentation any sum certified by CARI, then the Contractor may, upon seven days written notice to CARI and CARI, stop work or terminate the Project and recover from CARI 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 CARI, shall promptly remove any or all of their equipment or supplies from the property of CARI, failing which CARI shall have the right to remove such equipment and supplies at the expense of the Contractor.

4.22 Use of Completed Portions

CARI 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, CARI 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 CARI.

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 CARI.

4.24 Payments Withheld Prior to Final Acceptance of Work

CARI 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 them 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.

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

4.25 Indemnity

4.25.1 The Contractor and their sureties shall indemnify and save harmless CARI 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, their 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 CARI 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 CARI from contingent liability under this Contract, and CARI's right to enforce against the Contractor any provisions of this article shall be contingent upon the full compliance by CARI with the terms of such insurance policy or policies a copy of which shall be deposited with CARI.

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 3.19 Insurance.

The Contractor shall require each of their 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 3.19 Insurance. It shall be the responsibility of the Contractor to ensure that all their 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 they 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

CARI 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. CARI shall, after scrutinising the invoice, decide if the estimate has been earned by the Contractor. If the Contractor has chosen a payment holdback to meet CARI warranty security requirements in section 2.2, CARI will hold back ten percent (10%) of invoiced amounts for fulfilment of this Project by the Contractor and all previous payments shall be deducted from the price. CARI 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 has not chosen a 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 a written certificate has been filled with CARI from:
- 4.29.2 The Register of Deeds, Charlottetown, certifying that no lien has been filed in this office against the Contractor or on the premises, or materials mentioned herein, for work done or materials furnished in respect of anything done under or by virtue of this Project;
- 4.29.3 The Contractor stating that all claims and demands for extra work or otherwise, under or in connection with this contract have been presented.
- 4.29.4 In no case shall the Contractor be entitled to a payment which in the judgement of CARI shall leave the balance withheld insufficient to complete the work and to cover the lien law.

4.30 Assignment

This Bid 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 CARI'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 CARI, to secure the completion of the various portions of the work in general harmony.

4.32 CARI Status

CARI, acting personally or through duly authorized assistants, shall have general supervision and direction of the work. They have authority to stop the work whenever such stoppage may be necessary to ensure that proper execution of the Project. They shall also have authority to reject all work and materials that do not conform to the Bid and to decide questions that arise in the execution of the work.

4.33 CARI Decisions

CARI acting personally or through duly authorized assistants shall, upon presentation to him, make prompt decision in writing on all claims of CARI 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 CARI shall be final.

4.34 Lands for Work

4.34.1 CARI 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 CARI building structure for the use of the contractor.

4.34.2 The Contractor shall provide at their own expense and without liability to CARI 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 CARI, remove at their own expense from CARI's property and from all public and private property all temporary structures, rubbish and waste materials resulting from their 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 CARI 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 CARI.

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 CARI nor shall CARI 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 CARI.

4.38 Maintenance Guarantee

- 4.38.1 The Contractor shall guarantee their work for a period hereinafter specified from the date of acceptance by CARI, and shall leave the work in perfect order at completion, and neither the final certificate or payment or any provisions in the tender documents shall relieve the Contractor of the responsibility for negligence of faulty materials or workmanship with the extent and period provided by law, and upon written notice they 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 Tender Acknowledgments

5.1 Tender Declaration:

The Bidder declares and acknowledges:

1. That this quotation was made without collusion or fraud;
2. That the proposed work was carefully examined;
3. That tender documents and all Addenda were carefully examined;
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. That CARI is not bound to accept the lowest or any Bid which it may receive.

5.2 Bid Agreement

The Bidder agrees:

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.
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.
3. This Bid is valid for acceptance for a period of not less than thirty (30) days from the date of the Bid closing
4. The undersigned Bidder having carefully read and examined the tender documents prepared by CARI for the replacement of the ceramic pool tiles, hereby accepts the same as part and parcel of Bid herein referred to, and having carefully examined the locality and site of work and having full knowledge of the work required and of the materials to be furnished and used, does offer to perform the said work of Projects Bid upon 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

Experience and Qualifications of Proponent

Proponent information provided within a Bid should at a minimum include the following:

- a. A general statement of specialization and expertise.
- b. The size of the company 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. including the education, certifications, and qualifications, association or board memberships these individuals hold, as well as a summary of experience these personnel have.

SCHEDULE 4
Statement of Work
Replacement of Pool Tiles

Project Schedule

- Negotiable

Objective

- The goal of the RFP is to receive proposals from qualified proponents who have the expertise, experience, and ability to supply and install tile and grout at a professional quality and warranty their work.
- Removal and replacement of tile & grouting over approximately 21,000 square feet. (measurements to be confirmed by contractor)
- Deal with moisture that exists under the tiles in the dry pack.
- Important to maintain appropriate slope to all floor drains.

Budget Considerations

- Containing dust and debris to the project area
- Sticking to timelines – The pool is an integral part of our operation and considerable setbacks on the timeline will impact our operational budget as well as our reputation in the community.

SCHEDULE 5
Description of Work (To be provided by Bidders)

Replace Pool Tiles in the Aquatics Centre of the Bell Aliant Centre (Per Schedule 6)–
Minimum Bid Detail Requirements

- a) Contractor shall provide detailed description of work that meets CARI requirements in Schedule 4 (Statement of Work).
- b) Contractor shall provide detailed listing of materials to be used that meet CARI requirements in Schedules 4 (Statement of Work).
- c) Contractor shall provide listing of machinery and equipment to be used
- d) Contractor shall provide listing of any subcontractors that will be used
- e) Contractor shall provide project schedule that meets Schedule 4 required completion date.

SCHEDULE 6
Estimated Project Price

PRICE

Tile Replacement (Leisure Pool) \$ _____

Tile Replacement (Toddler Pool) \$ _____

Tile Replacement (Hot Tub) \$ _____

Tile Replacement (Pool Deck) \$ _____

Applicable Taxes \$ _____

ESTIMATED PROJECT PRICE INCLUDING TAX \$ _____

COMPANY: _____

ADDRESS: _____

SIGNATORY (printed): _____

SIGNED: _____ DATE: _____

PHONE: _____ EMAIL: _____