

Capital Area Recreation Inc.

TENDER

Resurface Arena Parking Lot

May 2020

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1.0 INVITATION FOR BIDS

1.1 Capital Area Recreation Inc. (“CARI”) requests written Bids to complete cold planing, apply tack coat, resurface and paint the aquatics parking lot as detailed in Schedule 4.

1.2 Tenders shall be submitted by completing this document and placing it in a sealed envelope, clearly marked on the outside, "**Tender – Resurface Arena Parking Lot; Finance Manager; Capital Area Recreation Inc.**". **Submissions must be received by the Finance Manager between 11:00:00am and 12:00:00 pm local time on Monday, June 8, 2020. Please call (902)569-4100 to have the Finance Manager meet you and accept your submission at the Aquatics door.** It is the responsibility of the bidder to ensure their submission is received by the aforementioned deadline.

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

1.4 No fax, email or electronic documents will be accepted as the sole method of submission. There will not be a public opening of submissions. The awarding of a contract, if any, resulting from this Tender, shall be done, upon approval by CARI, as soon as practical after proposal evaluations have been completed.

1.5 This Tender creates no obligation on the part of CARI to award a contract or to reimburse bidders for bid preparation or submission expenses. CARI reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this tender and to negotiate in any manner necessary to best serve the interests of CARI. The decision as to which tender best satisfies the needs of CARI rests solely with CARI and any decision is not open to appeal. Submissions, at the discretion of CARI, may not be evaluated if the bidder’s current or past corporate or other interests may give rise to a conflict in connection with this project. CARI specifically reserves the right to reject all tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of CARI or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

1.6 At the election of CARI, whether or not a bid otherwise satisfies the requirements of this Tender, 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 Tender was issued.

1.7 CARI’s evaluation may include information provided by the bidder’s references, if required, and may also consider the bidder’s past performance on previous contracts with CARI or other organizations.

1.8 CARI may prohibit a bidder from participating in the 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 bidder to honour its pricing or other commitments made in its bid submission; or (c) any other conduct, situation or circumstance, as solely determined by CARI.

1.9 Any potential conflict of interest must be disclosed to CARI in writing. Any conflict of interest identified will be considered and evaluated by CARI. CARI has the sole discretion to take the steps deemed necessary to resolve the conflict. If, during the term of the contract, a conflict or risk of conflict of interest should arise, 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.

1.10 Any questions in respect of this Tender shall be directed, in writing, by email, to Allan Wood, Finance Manager (finance@bellaliantcentre.ca). Questions must be received no less than three (3) business days before the closing date of this Tender.

1.11 COMPLETE TENDER PACKAGE

A complete tender consists of the following:

1.11.1 Tender Forms, together with the complete specifications

1.11.2 Project Schedule with anticipated commencement and completion dates

1.11.3 Bidder Description of Work which at a minimum must include the following:

- (a) Description of work required to meet CARI requirements provided in Schedule 4
- (b) Detailed listing of materials to be used
- (c) Listing of machinery and equipment to be used
- (d) Listing of any subcontractors that will be used

1.11.4 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 services relevant to this Tender call
- (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.

2.0 SPECIAL PROVISIONS

2.1 Contractor's Holdback

CARI shall withhold ten percent (10%) of all monies due to the Contractor with said holdback to be released upon the expiration of sixty (60) days from the substantial completion of the Work. CARI shall, at their discretion, delay the release of the Contractor's Holdback for an undefined period of time, if there is outstanding repair work to be remedied by the Contractor.

2.2 Commencement Date and Project Schedule

The Contractor shall provide a project schedule which includes commencement and completion dates. CARI is seeking a project schedule that completes the work during the period June 22, 2020 to July 10, 2020. If this timeline can not be met, alternative project schedules will still be accepted. CARI's evaluation and scoring process will take into consideration the contractor's ability to complete the work during CARI's preferred schedule of completion.

The Contractor shall notify CARI fourteen (14) days prior to commencement of Work.

Prior to commencement of the Work, the successful bidder will meet with an authorized CARI representative to discuss the details of the work.

2.3 Site Examination

2.3.1 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.

2.3.2 There shall be one scheduled site visit On Monday **June 1, at 10:00 AM** for all bidders. Bidders can wait outside the Arena entrance doors until the Facility Services Manager (or designate) takes bidders outside to view the parking lot. Bidders will be required to check-in providing the company name and representative on site. Alternative date(s) will be made available at the discretion of CARI. **Please adhere to all social distancing guidelines set out by the Provincial Health Authority**

2.4 Completion Date

The Contractor shall complete all Work on or before July 10, 2020.

2.5 Work Progression

The placement of asphalt and performance of the work shall continue on a daily basis until the work has been completed, subject to factors outside the Contractor's control.

2.6 Preliminary Site Meeting

The Contractor's Superintendent shall walk all sites with the Owner or a representative before any Work commences to discuss aspects of the work that may require specific consideration.

2.7 Scope of Work

This Contract is for the cold planing, tack coat application, resurfacing and painting of the arena parking lot as detailed in Schedule 4.

The Contractor shall provide all necessary machinery, tools, apparatus and other means of construction, provide all labour, perform all Work, and furnish all materials required to complete the scope of work in accordance with the requirements of CARI.

2.8 Guarantee

The Contractor shall guarantee all work and materials for a minimum of one (1) year from the date of completion for the contract.

3.0 INSTRUCTIONS TO BIDDERS

3.1 Explanation to Bidders

Any explanation regarding the meaning or interpretation of tender drawings, schedules, specifications or other tender documents must be requested in writing to the contact person noted in Section 1.0 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. Oral explanations and interpretations made prior to the bid opening shall not be binding.

3.2 Examination of Plans, Specifications & Worksites

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

3.3 Bidders Understanding

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

3.4 Preparation of the Bids

Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on Bid Forms.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to

quote on all items may disqualify a bid. When submissions on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Unless otherwise specified, no electronic bid submissions will be considered. Modifications to bids already submitted must be received by the same allowable submission methods and also prior to the time fixed in the 'Invitation for Bids'. Modifications shall be submitted indicating such, in a sealed envelope not revealing the total amount of either the original or revised bids.

3.5 Submission of the Bids

Bids must be submitted as directed in the 'Invitation for Bids'.

3.6 Receipt and Opening of the Bids

Bids shall be submitted prior to the fixed time in the 'Invitation for Bids'. Bids received after the time so indicated shall be returned unopened.

3.7 Withdrawal of Bids

Bids may be withdrawn at any time prior to opening upon written or telegraphic request from the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw a bid subsequent to the bid opening

3.8 Award of Tender

The tender shall be awarded as soon as practical after the bid opening, subsequent to the reservations of Section 1.0 and any other reservations noted in this Tender.

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

3.9 Rejection of Bids

CARI reserves the right to reject any and all bids or to accept any bid that may be considered to be in the best interests of CARI. The Owner specifically reserves the right to reject all tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Owner or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

3.10 Competency of the Bidder

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

3.11 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.

3.12 Equipment Guarantee

Bidders may be required to submit a statement of their equipment available for the work covered by their contract.

3.13 Agreement, Bonds and Insurance

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.

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

3.14 Force Account Work

If the Owner orders, in writing, the performance of any work not covered by the plans or included in the Specifications and for which no item in the contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such work shall be done on a Cost-Plus Percentage basis of payment as provided in the General Provisions, Section 4.18.

3.15 Bids Submitted On

All bids must be provided in Schedule 3 Bid Sheet annexed thereto stating the proposed price for each item of work and the estimated project price (including taxes) both in words and in figures and be signed by the bidder with his business address and place of residence.

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

3.16 Cancellation of Tender

The Owner reserves the right to cancel any request for tender at any time without recourse by the contractor. The Owner has the right to not award this work for any reason including choosing to complete the work with the Owners' own forces.

4.0 GENERAL PROVISIONS

4.1 Definitions

The following words and phrases, wherever used in this Tender, shall have the meaning ascribed to them set out below in order to provide consistency and clarity of intent.

Where it is intended that words and phrases used in the Contract Documents are to have meanings ascribed in this definitions item such words and phrases shall be designated by the use of a capital letter for the first letter of each word or each word of a phrase.

Where words and phrases are not defined in this item then reliance should be placed on a standard dictionary definition.

a) **“BIDDER”** means a person, partnership or corporation, acting directly or through a duly authorized representative, submitting a tender for the Work

b) **“CARI”** means Capital Area Recreation Inc.

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

d) **“COMPLETION DATE”** means the date specified in this Tender on which the Contract is to be completed.

e) **“CONTRACT”** means as per the articles in this tender, together with Bidder submissions form a Contract

f) **“DAY”** means a calendar day and shall include all days without exception.

g) **“ENGINEER”** means CARI representative or consultant engineer.

h) **“EQUIPMENT”** means all machinery, and vehicles, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

i) **“OTHER CONTRACTOR”** means any person or firm or corporation employed by or having a contract directly with the owner other than through the Contractor at the time of resolution of this tender.

j) **“OWNER”** means CARI or by an official duly authorized to act for CARI in respect to the work specified in those conditions or in any contract or agreement or specifications.

k) **“PLANS OR DRAWINGS”** means the drawings used for tendering and signed by the Contractor at the time of resolution of the tender.

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

m) **“SUPERINTENDENT”** means the Contractor’s authorized representative of record in responsible charge of the Work.

n) **“WORK OR WORKS”** means all labour, material and services required, as shown or described in the Contract, supplied and installed or erected complete at the place of building.

4.2 Execution, Co-relation & Intent of Documents

The submitted tender as approved by CARI shall be deemed to be the agreement that provides the specifications for this project including services rendered and remuneration.

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

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

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.

4.3 Design- Drawings and Instructions

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

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

The Owner may, during the life of the Project, and in accordance with 4.17 and 4.18, issue additional instructions, by means of drawings or otherwise necessary to illustrate changes in the work.

4.4 Verbal Agreements

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

4.5 Copies of Drawings, Specifications

Unless otherwise provided in the tender documents the Owner will furnish the successful Contractor, free of charge, all copies of drawings and/or specifications reasonably necessary for the execution of the work. Any such drawings that may be required will be included as part of this tender document.

4.6 Order of Completion

The Contractor shall submit at such times as may reasonably be requested by the Owner, 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.

4.7 Ownership of Drawings

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

4.8 Site Examination

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

4.9 Materials, Appliances, Employees

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

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

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

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

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

4.10 Surveys, Permits & Regulations

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

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the tender for changes in the work.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of wilful or careless destruction he shall be charged with the resulting expenses and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbances.

4.11 Protection of the Public and of Work and Property

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

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

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

4.12 Inspection of Work

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

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

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

The Owner may order re-inspection of any work, and, if so ordered, the Contractor must uncover the work. If such work is found to be in accordance with the Project Documents, the Owner shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Project Documents, the Contractor shall pay such cost.

4.13 Superintendents

The Contractor shall keep on the work during its progress a competent superintendent and any necessary assistance, all satisfactory to the Owner. The superintendent shall represent the Contractor in his/her absence and all directions given to him/her 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/her best skill and attention.

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

4.14 Protection Against Water and Storm

The Contractor shall take all precautions to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall make such repairs or replacements or rebuild such parts of the work as the Owner may require in order that the finished work may be completed as required by CARI specifications.

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

4.15 Changes in the Work

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

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

4.16 Extension of Time

The period of time for completion set forth in the tender may 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 were not the result of his fault, negligence, or deliberate act. Extension of time for completion shall be allowed also for delays in the progress of the work caused by an act of omission on the part of the owner or his employees, or by other Contractors employed by the Owner in, in the furnishing of plans and necessary information by the Owner, or for any causes which in the opinion of the Owner, are due to the Contractor to an extension of time. All extensions of time must be documented as having been requested in a timely manner and approved by CARI.

4.17 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 tender for which a unit price or process has not been otherwise provided, he shall give the Owner written notice thereof within seven (7) days, after the receipt of such instructions, and in any event before proceeding to execute the work, except emergency endangering life or property and the procedure and the procedure shall then be as provided for in Section 4.18. No such claim shall be valid unless so made.

4.18 Force Account Work

If the Owner 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, such extra work shall be done on a cost-plus percentage basis or payment as follows:

- a) The Contractor shall be reimbursed for the actual cost of such work and shall receive an additional payment of 10% of the cost of all labour and material and the use of small tools. Supervision and administration are considered cost under this time.
- b) The term "cost" shall include all payroll charges such as Employment Insurance, Worker's Compensation and all premiums for public liability and property damage insurance.
- c) The actual cost shall not exceed the value of labour and the reasonable market value of materials, as the case may be and the Contractor must furnish the Owner with satisfactory vouchers for all labour and material expended work done on this basis.
- d) Contractors plant, including power, equipment, and trucks, shall be paid for on agreed rental terms with said terms at commercially reasonable levels.
- e) The cost of the work done each day shall be submitted to the Owner in a satisfactory form on the succeeding day, and shall be approved by him, or adjusted at once.

4.19 Deductions for Uncorrected Work

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

4.20 Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Owner as failing to meet tender requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the tender and without cost to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials as promptly as possible, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

4.21 Suspension of Work

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

4.22 The Owners Right to Terminate Contract

If the Contractor should be adjudged a bankrupt, or if he/she 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 Owner, or otherwise be guilty of substantial violation of any provision of the tender, then the Owner, upon the written notice that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances therein and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the tender price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred through the Contractor's default shall be determined by the Owner.

4.23 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 Owner should fail to issue any estimate for payment within thirty days after it is due, or if the Owner should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the Owner, then the Contractor may, upon seven days written notice to the Owner, stop work or terminate the Project and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damage.

4.24 Removal of Equipment

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

4.25 Use of Completed Portions

The Owner may at any time during progress of the work after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although

the entire work of the Project is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such cases, the Owner shall issue certifications or acceptance for such portions of the work, but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, not of any uncompleted portions, nor of any work completed in accordance with the tender documents.

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

4.26 Right to Materials

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

4.27 Payments Withheld Prior to Final Acceptance of Work

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

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
- c) Failure of the Contractor to make payments properly to sub-contractors or for material or labour.
- d) Damage to another contractor.

4.28 Indemnity

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

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

Before starting and until acceptance of the work, the Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) to (g) inclusive, as indicated in Section 4.29 below.

The Contractor shall require each of his sub-contractors to procure and maintain until the completion of that sub-contractors work insurance of the types and to the limits specified in paragraphs (a) to (f)

inclusive, as indicated in Section 4.29 below. It shall be the responsibility of the Contractor to ensure that all his sub-contractors comply with all of the insurance requirements herein relating to such sub-contractors.

4.29 Insurance

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

That the undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of CARI and the amount of coverage shall be not less than two million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless CARI in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold CARI harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to CARI will be furnished upon request by CARI. CARI requires an advance 30-day notice should the policy be cancelled or changed in any manner.

4.30 Damages

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

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

4.31 Prices for Work

The Owner shall pay and the Contractor shall receive the price stipulated in the Bid Sheet attached hereto as full compensation for everything furnished and done by the Contractor under this Project, including all work required but not specifically mentioned and for well and faithfully completing the work as herein provided.

4.32 Progress Estimate

Except as hereinafter provided, the Contractor shall, once in each month, submit an estimate in writing of the total amount of work done to the first of the month. The Owner shall, after scrutinising the estimate, decide the amount earned by the Contractor. Ten percent (10%) of such estimated value will be retained as part security for fulfilment of this Project by the Contractor and all previous payments and all sums to be retained under the provisions of this Tender shall be deducted from the price. CARI shall pay monthly to the Contractor the balance not retained as aforesaid except that payment may be withheld at any time if the work is not proceeding in accordance with the tender.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts, together with a quantity and unit price for each part such that the sum of the products of prices and quantities will equal the contract price for the item. This schedule shall be submitted by the Contractor for the approval of the Owner before the first estimate becomes due.

4.33 Final Payment

Final payment will be made sixty (60) days after the completion and acceptance of the work in accordance with this tender.

4.34 Assignment

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

4.35 Rights of Various Interests

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

4.36 Separate Contracts

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

4.37 Sub-Contractors

The Contractor shall, as soon as possible after the award of the tender, notify the Owner in writing of the names of all proposed sub-contractors for the work, said sub-contractors to be subject to the approval of CARI.

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

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

4.38 Lands for Work

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

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

4.39 Cleaning Up

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

4.40 Notice to Proceed

The whole Work shall be completed within the time specified. No Work shall be started nor materials and/or equipment be moved on the site until after receipt by the Contractor of a written notice to do so by the Owner.

4.41 Agreement

Nothing done, performed or supplied, by or under the tender or in pursuance thereof, by this Project or any implied contract, shall be binding upon CARI nor shall CARI in any way be liable for anything so done, performed or supplied, until written notice of award has been provided by CARI.

4.42 Maintenance Guarantee

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

A guaranteed maintenance period shall be effective from the day following substantial performance of the work for a period of one year.

4.43 Occupational Health & Safety

This Contract shall comply with the regulations of the Occupational Health and Safety Act, the Workers Compensation Act, CARI's Occupational Health and Safety Policies and any other regulations pertaining to the construction and maintenance of the Work . The undersigned is

required to have in place adequate coverage and be in good standing with the Workers Compensation Board of Prince Edward Island during the term of provision of all service to CARI. Proof of such coverage and compliance may be requested at the commencement of any contract or the provision of any services to CARI.

4.44 Traffic Control

The Contractor shall be responsible for all traffic control and signage around the work site both during work hours and any other time that may be warranted. The Contractor will attempt to keep through traffic access as much as possible but may apply to the Owner for permission to close a section of street. If permission is granted, the Contractor will install signage notifying the public of the detour route around the site.

The Contractor, by means of signage, shall notify the public of areas open to traffic which pose potential for tack or other emulsions getting onto vehicles or such personal property. This warning shall be in advance such that the public can make a decision as whether to travel through the area or to go around.

All signage shall be in accordance with the Prince Edward Island Temporary Workplace Traffic Control Manual.

4.45 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 Bidder 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 CARI 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 Bidder having carefully read and examined the tender documents prepared by CARI to resurface the aquatics parking lot, 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

Company Name _____

Address _____

Print Name _____ 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 _____

COMPANY NAME (please print) _____

AUTHORIZED SIGNATURE _____

COMPANY ADDRESS _____

SCHEDULE 3 (BID SHEET)

The undersigned bidder has carefully examined all specifications and hereby offers to enter into a contract with CARI, to supply all labour, materials, and equipment, and to perform all work required by these specifications, for the resurfacing cost per square metre provided on this page:

The undersigned bidder understands and agrees that:

1. These tender prices are valid for acceptance for a period of thirty (30) days from the date of closing of tender.
2. Bidder acknowledges that should CARI request changes to level of square metres required for resurfacing that this shall not result in adjustment to the resurfacing bid cost per square metre provided on this page.

PROJECT PRICE

Cost to Complete Project: \$ _____

Applicable Taxes \$ _____

ESTIMATED PROJECT PRICE \$ _____

ESTIMATED PROJECT PRICE (written) _____

ADDITIONAL PRICING (IF NEEDED)

Cost per m² for Additional Cold Planing 50 mm depth \$ _____

Cost per m² for Additional Hot Asphalt Mix Resurfacing 50 mm depth \$ _____

COMPANY: _____

ADDRESS: _____

SIGNATORY (printed): _____

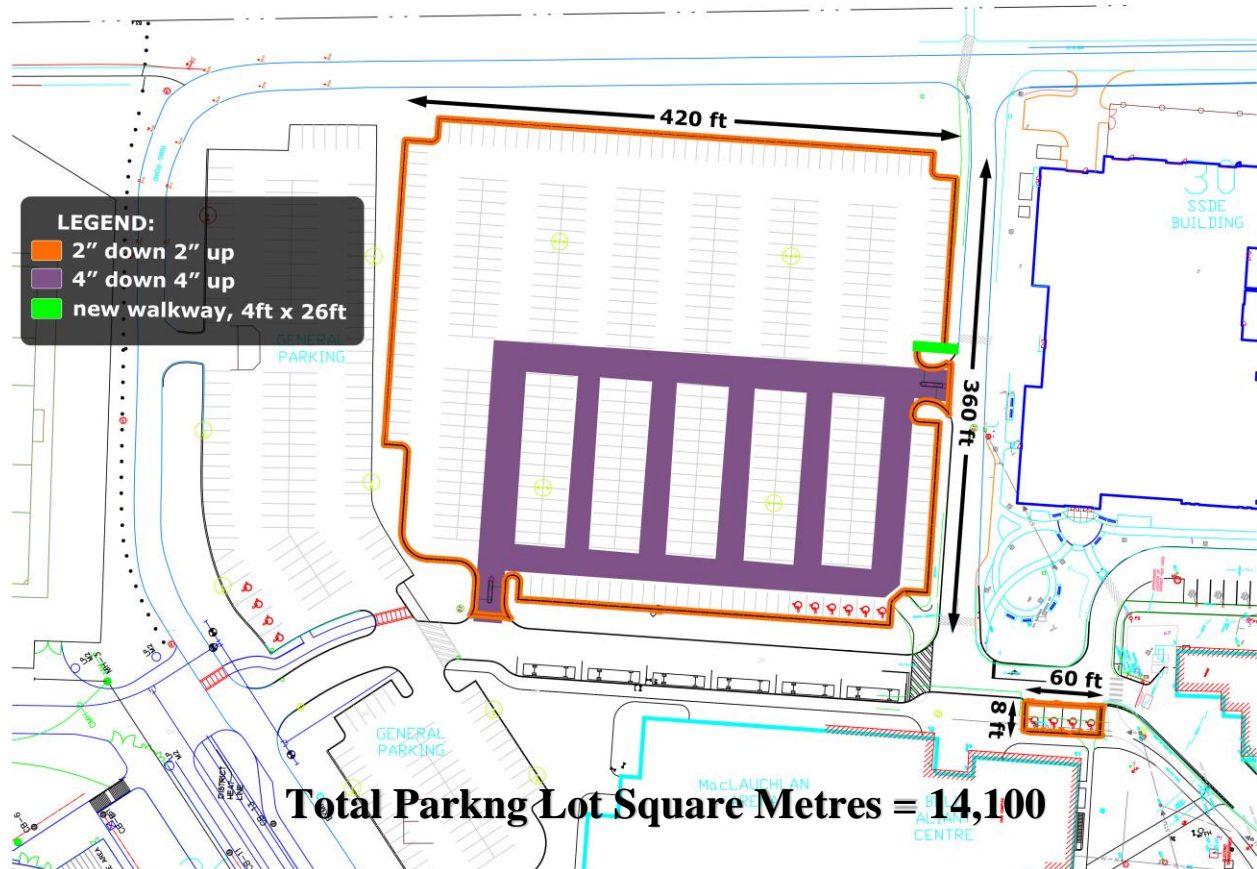
SIGNED: _____ DATE: _____

(Affix Corporate Seal if applicable)

SCHEDULE 4

SCOPE OF WORK – COLD PLANING, TACK COAT, RESURFACING, PAINTING

FIGURE 1



1.0 Cold Planing

1.1 A commercially designed, self-propelled, cold plane unit shall be used to remove 50 mm from the existing asphalt surface in the entire parking lot except inside the area marked in purple in Figure 1 which requires 100 mm of cold planing.

1.1.2 The area marked in Figure 1 for 100 mm planning is intended to be approximate and is not drawn to scale. Bidders can identify the deteriorated area during the scheduled site visit.

1.2 All cold planed materials and any loose remaining material after the cold planing is completed must be cleaned by the Contractor. The Contractor shall take care to not sweep loose materials into drainage systems. If it is determined that the Contractor has swept large amounts of debris into a drainage system, it shall be cleaned out at the Contractor's expense

1.3 The Contractor shall take care to locate all utilities before beginning planing. Any cost associated with the repair of damage to utilities caused by negligence of the Contractor in this matter will be billed to the Contractor and no claim for downtime will be paid.

1.4 The estimated cost of cold planing shall be included with the estimated cost of the entire project. Separately, a cost per square metre for additional cold planing depth per each 50 mm shall be provided in the event CARI authorizes deeper milling if required.

1.4.1 If any sections require deeper milling, payment shall be provided on a prorated basis at the additional quoted price per square metre for cold planing based on 50 mm in depth.

2.0 Application of Tack Coat

2.1 A tack coat consisting of supply and application of a bituminous emulsion will be completed prior to application of hot mix asphaltic concrete resurfacing. Surfaces of asphaltic concrete courses that are to be covered by subsequent courses of asphaltic concrete shall also be tack coated.

2.2 Tack coat material shall be asphaltic emulsion and shall be in accordance with Provincial Specifications.

2.3 The distributor shall be so designed, maintained and operated that asphaltic material at even heat may be applied uniformly on variable widths at readily determined and controlled rates with uniform pressure.

2.4 The tack coat distributor shall be commercially designed and be capable of applying asphaltic material in a continuous and uniform manner both longitudinally and across the width of the spray bar.

2.5 No tack coat shall be applied in wet weather or when the air temperature is less than 5 degrees Celsius unless otherwise directed by CARI

2.6 The surface to be treated shall be cleaned with a power broom, compressed air line, or other approved equipment that will leave a clean, dry surface free from dust, dirt or other objectionable material.

2.7 The material shall be applied evenly and shall form a thin unbroken film on the surface.

2.8 The application of the tack coat shall not extend beyond the limit of asphaltic concrete to be spread and compacted in a day.

2.9 At the end of the day, a tack coat may be applied to accommodate paving operations on the following day.

2.10 After applying the tack coat, the Contractor shall, by means of barricades signallers, traffic convoys or other means, prevent the passage of traffic upon the tack coat until it has dried to a proper condition of tackiness. The Contractor shall coordinate any barricades, and traffic control activities in advance with an authorized CARI representative.

2.11 No asphaltic concrete shall be placed upon the tack coat until it has dried to a proper condition of tackiness. The Contractor is advised that the period required for such drying will depend upon weather conditions; it will not be less than 1 hour and could be as long as 3 hours.

3.0 Placement of Hot Mix Asphalt

3.1 The Contractor shall be responsible for the supply, placement and compaction of asphaltic concrete for the resurfacing of the parking lot as well as new walkway measuring 4' x 26' (marked in Figure 1 in green)

3.2 The entire parking lot shall be resurfaced 50 mm except inside the area marked in purple in Figure 1 which requires 100 mm inches of resurfacing.

3.2.1 The purple marked area in Figure 1 is intended to be approximate and is not drawn to scale. Bidders can identify the deteriorated area during a scheduled site visit.

3.3 All materials, equipment and construction methods shall be carried out in accordance with the Provincial Specifications.

3.4 Asphalt cement shall be PEN grade 150-200, conforming to the Provincial Specifications, Section 501.

3.5 All asphalt mixes shall use virgin material only.

3.6 The estimated cost of resurfacing shall be included with the estimated cost of the entire project. Separately, a cost per square metre for additional hot mix asphalt resurfacing per 50 mm shall be provided in the event deeper milling was required or a greater depth of resurfacing is necessary.

3.6.1 If any sections require additional hot asphalt mix resurfacing, payment shall be provided on a prorated basis at the quoted price per square metre for placing mix 50 mm in depth.

4.0 Parking Space Painting (See Figure 1)

4.1 Paint parking space lines including accessible parking spaces (10 accessible parking spaces total) to align with the number location of spaces currently in the parking lot.

4.2 Figure 1 provided is intended for guidance only to quantify the expected number of parking spaces and approximate location and is not intended to be drawn to scale or indicate precise placement of lines.

4.3 The Contractor shall ensure painting is completed in accordance with any required Provincial and/or municipal specifications.

4.4 The Contractor shall receive authorization from an authorized CARI representative prior to painting lines at variance with the expected quantity in Figure 1.