

**TENDER**

**CONTRACT NO: 2022.1**

---

**PROJECT NAME: Pondside Watershed Restoration - Moore's Pond**

---

**TENDER CLOSING TIME:**

**Date: August 15, 2022 @ 2:00 PM local time**

---

**MAIL OR DELIVER TENDER TO:**

234 Shakespeare Dr., Stratford, PE C1B 2V8

---

**DESCRIPTION OF WORK:**

The work involves the construction of an earth berm along Stratford Road and a dyke both from onsite material and two rock spillways at Moore's Pond. A small wetland north of Stratford Road will also be dredged

---

**PROPOSED DATE OF COMPLETION .....September 30/22**

---

**SECURITY REQUIRED**

( ) None

(X) Bid Security - Tender must be accompanied by a certified cheque for 10% of the tendered amount, drawn on a chartered bank and made payable to the Town of Stratford, or a Bid Bond provided for an equal amount.

( ) Performance Security:

---

**ADDENDA:** The Bidder hereby acknowledges receipt of the following Addenda to the Tender and Contract document (give number and date of each).

Addenda Nos. .... Dated.....

..... Dated.....

..... Dated.....

**SUB-CONTRACTOR AND MATERIALS**

The Bidder shall quote the name and address of each proposed Sub-Contractor or Supplier. It is agreed that there will be no substitution of Sub-Contractors, nor will any part of the work be sublet without the approval of the Town of Stratford in writing.

**Sub-Contractors:**

Description of Work	Sub-Contractor	Address
.....		
.....		
.....		
.....		

**Statement of Suppliers:**

Material	Supplier	Address
.....		
.....		
.....		

**PROPOSED CONSTRUCTION PLANT (Equipment)**

Bidder shall list below, the location and description of the construction equipment which they propose to use, the equipment they have available or under their control, the equipment to be rented, the equipment to be purchased

.....  
.....

### **OBLIGATIONS**

The undersigned hereby Tender and agree to:

- (a) execute a formal Contract, and furnish any required information within 15 days notification that their Tender has been accepted.
  - (b) construct all the work of every description required in the construction and final completion of the works in accordance with the attached applicable Specifications and Plans which are also on file in the office of Stratford.
- 

### **APPLICABLE SPECIFICATIONS:**

In addition to the General Conditions and Special Provisions (if any) in this Tender (as attached), the following Specifications are applicable to this work:

<b>SPECIFICATION</b>	<b>SPEC. NO</b>	<b>NO. OF PAGES</b>

**APPLICABLE PLANS:**

The following Plans are applicable to this work:

<b>PLAN</b>	<b>PLAN NO.</b>	<b>LAST REVISION DATE</b>
<b>Moore's Pond</b>	<b>SP-1</b>	<b>07/27/22</b>
<b>Moore's Pond</b>	<b>SP-1A</b>	<b>07/27/22</b>
<b>Moore's Pond</b>	<b>SP-1B</b>	<b>07/27/22</b>
<b>Moore's Pond</b>	<b>SP -2</b>	<b>07/27/22</b>

**2. DECLARATION**

The Bidder agrees that this Tender is made without and connection, comparison of figures with, or knowledge of any other corporation, firm, or person submitting a Tender for this work, and is in all respects fair and without collusion or fraud.

**3. SCHEDULE OF PRICES**

The quantities set forth in the Tender are approximate only, final quantities will be verified by the Engineer. The extension amounts shown in the Tender are for comparative purposes only and in no way constitute an actual amount for which the Corporation will be liable.

**UNIT PRICE TABLE**

<b>Item</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
1	Road Berm	200	metre		
2	Spillway 1 (Golf Irrigation Pond)	1	LS		
3	Spillway 2 (Treatment Pond)	1	LS		
4	Treatment Pond Dyke	1	LS		
5	Wetland Excavation	1	LS		
				<b>Total</b>	

Contractor's initial .....

**4. AGREEMENT**

The Bidder agrees that the unit prices quoted in this Tender form are valid and open for acceptance by Stratford for a period of 30 (thirty) calendar days from the date and time stated as the tender closing time.

**SIGNATURES**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

.....  
(Signature of Witness).....  
(Signature of Bidder)

(Seal)

## General Conditions

### 101 DEFINITIONS

**101.1 Stratford** shall mean the Town of Stratford, PEI.

**101.2 Engineer** shall mean the duly authorized representative acting of behalf of Stratford.

**101.3 Contractor** is the individual, partnership or corporation undertaking the execution of the work under the terms of the contract and acting directly or through a duly authorized representative.

**101.4 Sub-contractor** is any individual, firm or corporation to whom the Contractor, with the written consent of Stratford sublets any part of the work.

**101.5 Contract** is the written agreement between Stratford and the successful bidder by which the contractor is bound to perform the proposed work in accordance with the tender, the contract, specifications, plans and general conditions, special provisions, supplemental agreements and securities, and by which the Stratford is bound to compensate him at the mutually established and accepted prices and sums.

**101.6 Tender** is the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

**101.7 Bidder** is any person, partnership or corporation submitting a tender for the proposed work

**101.8 Plans** show the character and scope of the work to be performed and which have been prepared and approved by the Engineer and which are referred to in the contract documents.

**101.9 Specifications** is a general term applied to all directions and requirements pertaining to the performance of the work.

**101.10 Extra Work** is an item of work not provided for in the contract as awarded but found essential, by the Engineer, to complete the work within its intended scope.

### 102 TENDER REQUIREMENTS AND CONDITIONS

## General Conditions

### **102.1 Tender**

The accepted tender shall apply to and be part of the Contract.

### **102.2 Delivery of Tender**

All tenders must be submitted on the form supplied by Stratford. Each tender must be submitted in a sealed envelope addressed to Stratford at the address listed on the cover page of the tender documents. Each envelope must be clearly marked "TENDER", and shall identify the project name, contract number and return address of the bidder. The tender will be opened publicly after the closing. The tender will be analyzed by the Engineer after which a contract may or may not be awarded. Any tender received after the closing time will not be accepted.

### **102.3 Examination of the Site**

Before submitting a tender, the bidder, is advised to visit the site of the project and shall be solely responsible for familiarizing himself with the location, means of access, physical conditions including surfaces and subsurface conditions, nature and position of any existing structures, obstructions and factors which may affect the tender or the execution of the work. The bidder shall not claim after the submission of this tender that there was a misunderstanding of the terms and conditions of the contract relating to site conditions.

### **102.4 Tender Quantities**

The quantities set forth in the tender are approximate only. The portion of the work for which the bidders are to submit prices have been divided into items in order for the bidders to tender for the different portions of the work in accordance with their estimate of cost. If there is an increase or decrease in actual quantity of any particular item of work the actual quantity executed shall be paid for at the bid unit price for that particular item of work.

### **102.5 Preparation of Tender**

Each tender shall include the fully completed and signed tender form including all statements and security as required. The complete set of documents must be submitted as the tender and the tender form must not be separate nor removed from the other documents. The authorized representative of the bidder shall sign in the space provided.

### **102.6 Mathematical Errors in the Tender**

## General Conditions

The only mathematical errors or omissions in the tender from that shall be corrected by Stratford are those in the extensions of unit prices and the additions of amounts where the unit price shall govern. The amount and total price shall be corrected accordingly. All other errors and omissions may be deemed to void the contract at the discretion of the engineer.

### **102.7 Inconsistency**

Special Provisions shall prevail over plans, specifications and general conditions whenever there is a conflict. In the event of discrepancies between figured dimensions and scaled dimensions, the figured dimensions shall govern.

### **102.8 Withdrawal of Qualifying Tenders**

A bidder may withdraw a tender after it has been deposited with Stratford provided the request for withdrawal has been received before the tender closing time.

### **102.9 Acceptability of Tenders**

Tenders which are incomplete, conditional, illegible or obscure or that contain additional aspects not called for, reservations, erasures, alterations, unless properly and clearly made and initialed by the tender signing officer, or irregularities Stratford reserves the right to reject any or all tenders. The lowest tender may not necessarily be accepted. Any obviously unbalanced tender may be rejected.

### **102.10 Validity of the Tender**

The bidder agrees that this Tender and the prices quoted are open for acceptance by Stratford for a period of thirty calendar days from the tender closing time.

## **103 AWARD AND EXECUTION OF CONTRACT**

### **103.1 Acceptance of Tender and award of Contract**

Within thirty days of the tender closing time the successful bidder will be notified. The successful bidder shall execute a formal contract and furnish any required information within fifteen days thereafter. After the contract has been signed the bidder will be refunded the specified tender securities. If the contractor fails to execute the contract, the security shall be forfeited to Stratford. All unsuccessful bidders will be relieved of any obligations to enter into a contract and any specified tender securities will be returned.

### **103.2. Execution of Contract**



## **General Conditions**

Upon acceptance of the tender form from the contractor a contract shall be executed and the contractor shall deliver to Stratford a Performance Bond supplied by a Surety company. The contractor shall also include delivery of a certificate of the specified comprehensive general liability insurance to the Government.

### **103.3 Performance Bond**

A performance bond shall be provided on a form acceptable to Stratford. The performance shall be conditional on the satisfactory performance of the work provided for in the contract and shall be in an amount equal to fifty percent of the total contract price.

### **103.4 Commencement of work**

Time is of the essence. The contractor shall initiate work in sufficient time to complete the works by the date indicated on the agreement. If the contractor has, in the opinion of the engineer, delayed the commencement of the work to the extent that the date of completion cannot be met, then the contractor may be subject to the penalties of default or delay as described herein.

## **104 SCOPE OF WORK**

### **104.1 Changes in the Work**

Stratford, through the engineer, without invalidating the contract can make changes in the work, by written order. The contract price and time shall be adjusted accordingly.

### **104.2 Stop Work**

The engineer may stop work at any time by giving written notice to that effect to the contractor. Under no circumstances shall the contractor recommence construction until he has obtained written permission from the engineer.

### **104.3 Extra Work**

Stratford may require the contractor to perform extra work. The terms and conditions for the performance of and payment for the extra work shall be mutually agreed upon by the parties and an Extra Work order shall be issued by the engineer. No extra work shall be done unless the work has been ordered in writing by the Engineer. Extra work shall be paid for in accordance with the rates as set out in the extra work order.

### **104.4 Clean Premises**

## General Conditions

The contractor shall keep the work site in a neat and orderly condition at all times. Waste materials, rubbish and debris shall be promptly and regularly removed from the site by the contractor. Upon completion of the works the contractor shall promptly remove all remaining materials, rubbish, litter, debris, temporary structures, excess materials and plant, and shall clean up the site and works to the satisfaction of the engineer.

### 105 CONTROL OF WORKS

#### 105.1 Engineer's Rights and Obligation

The engineer shall decide whether everything has been done as required by the contract and decide what the contractor is required by the contract to do, including the acceptability of the quality or quantity of any labour, plant or material used in the execution of the work, the quality and quantity of work and the timing and scheduling of the various phases of the work. The engineer shall also order work insufficiently or improperly performed or defective materials supplied to be re-executed or removed and replaced to their satisfaction. The engineer also has the right to order Extra Work, dispense with or change the whole or any part of the work provided for in the unit price table or in the plans and specifications.

#### 105.2. Inspection

The following construction operations shall not be in progress when the engineer is not on site unless otherwise authorized by the engineer.

- Pipe laying
- Backfilling
- Construction involving existing works or utilities
- Pouring concrete

The contractor shall give the engineer no less than three days notice of intention to commence any of these operations.

#### 105.3 Survey Stakes and Pins

The engineer will provide the contractor with lines and grades. In general, the construction stakes will be set to mark the location, alignment, elevation and grade of the work. The contractor shall assume full responsibility for the dimensions and elevations measured from such stakes and for checking the location and elevations of the individual units. The contractor

## General Conditions

shall be responsible for the preservation of construction stakes and identified survey pins and the cost of replacing pins.

### **105.4 Accommodation of Traffic**

The contractor shall make proper provisions for maintaining traffic. Vehicular and pedestrian traffic shall not be stopped, restricted or diverted except when specified in the Special Provisions and must be approved by the Department of Transportation and Infrastructure.

### **105.5 Access to Work**

When crossing private property the contractor shall confine their activity to only access roads indicated on the plans, unless otherwise specified by the engineer.

### **105.6 Sub-Contracts**

The contractor shall not without the written permission of Stratford assign this contract or make any sub-contract with any person for the execution of any portion of the work except as approved in the tender.

The contractor shall not be relieved of any liabilities or obligations relating to the contract as the result of any consent given by Stratford to an assignment or sub-contract but the contractor shall have the same responsibility as though no sub-contract had been made. The contractor shall be responsible for the payment of all just debts incurred by the sub-contractor on work done on the contract

## **106 CONTROL OF MATERIALS**

### **106.1 Materials Supplied by the Contractor**

#### **a) Acceptance of materials**

The contractor shall upon delivery of the materials to the site check carefully the piece tally pertaining to the supply of materials. In the event that shortages, discrepancies or materials in poor condition exist the contractor shall immediately report this in writing to the Engineer.

#### **b) Shortage and Care of Materials**

Any theft of, loss of, or damage of materials after delivery will be the responsibility of the contractor.

Materials furnished by the contractor must be in accordance with the specifications. Unacceptable materials shall be promptly removed from the site at the Contractor's expense.

## General Conditions

### **107 LEGAL RELATIONS AND RESPONSIBILITIES**

#### **107.1 Insurance**

Notwithstanding any other insurance coverage carried, or required by law to be carried, by the contractor, the contractor shall provide, maintain and pay for comprehensive General Liability which shall be in the joint name of the contractor, the Town of Stratford and the Government of Prince Edward Island in compliance with the terms identified in Schedule F of the Special Provisions. Proof of such coverage must be provided to Stratford at the time of execution of the contract by the contractor and shall be maintained continuously for the duration of the contract.

#### **107.2 Indemnity**

The contractor shall indemnify and save harmless Stratford and the Government of Prince Edward Island from and against all claims, costs, damages and actions arising out of any work done or activities of the contractor, their sub-contractors, employees, agents, servants or assigns.

#### **107.3 Regulations, Acts and By-Laws**

The contractor shall comply with all by-laws and regulations of the Municipal, Provincial and Federal governments that apply to the work carried out under this contract.

#### **107.4 Licenses and Permits**

The contractor shall obtain and pay for all necessary permits and licenses required by statute or any by-law, order or regulation having the force of law.

#### **107.5 Taxes and Duties**

The contractor shall pay the government sales taxes, custom duties and excise taxes on materials supplied by the contractor for this contract.

#### **107.6 Existing Utilities**

It shall be the contractor's responsibility to determine to determine and verify the location of existing utilities before commencing work in the vicinity. The contractor shall indemnify and save harmless the Government from and against any and all claims actions, suits, demands, damage or costs howsoever arising because of any damage to existing utilities.

## General Conditions

### **107.7 Safety**

The contractor shall assume responsibility for the safety in accordance with all applicable laws, regulations and generally accepted practices including safety of all persons and property.

## **108 PROGRESS OF WORK**

### **108.1 Neglect or Delay by Stratford**

No extra payment, in addition to the payment expressly provided for in the contract will be made to the contractor for any expense, loss or damage for neglect or delay unless the engineer has first certified in writing that such extra expense, loss or damage is directly attributable to neglect or delay on the part of Stratford in providing any information or doing any act which is expressly required to do by contract or by the usage of trade. The contractor has thirty days from commencement of such neglect or delay to give written notice to the engineer of a claim for such extra expense, loss or damage.

### **108.2 Default or Delay by the Contractor**

If the contractor has made default or delayed in the commencement, execution or completion of the work and the Engineer has given written notice to the contractor requiring the contractor to put an end to such default or delay and such default or delay continues for a period of four days after such notice was given the engineer may relieve the contractor of all or any part of the work and may employ such means as the engineer deems necessary to complete the work

Where the contractor is so relieved of the work the contractor will reimburse Stratford for all costs and damages incurred or sustained by Stratford by reason of the contractor's non-completion of the work. The contractor will continue to be liable for any legal or contractual obligations other than the physical completion of the work of which he was relieved.

Where the work is subsequently completed by Stratford, the engineer will determine the amount, if any, owing to the contractor that is not required by Stratford, for the purpose of completing the contract and will authorize payment of that amount to the contractor

### **108.3 Extension of Time**

The engineer may, in writing, extend the time for completion of the work or any part of the work.

### **108.4 Suspension of the Contract**

The engineer may suspend the contract at any time by giving notice to that effect to the contractor. If the period of suspension is thirty days or less the contractor shall be entitled to be

## General Conditions

paid their costs involved in complying with the suspension. These costs shall be mutually agreed upon between the engineer and the contractor. If the period of suspension is more than thirty days, the contractor shall resume operations in accordance with any terms and conditions agreed upon by the engineer and the contractor, or failing such agreement, the contract shall be terminated. Work done prior to the date of suspension will be paid for at the contract unit price

### **108.5 Termination of the Contract**

The engineer may terminate the contract at any time by giving written notice to that effect to the contractor. Any compensation due to the contractor will be in accordance with sub-section 108.1.

### **108.6 Substantial Performance and Final Acceptance**

When the works set forth in this contract have been completed and are ready for operation, a joint inspection shall be undertaken at which time deficiencies will be identified. A notice of Substantial Performance and Final Acceptance will be issued by the engineer within seven days of the substantial completion of the work. The date of issuance of this notice shall be the date of commencement of any required holdback period pursuant to any applicable municipal, provincial or federal legislation. Nothing, other than this acceptance shall imply completion of the work or the fulfillment of the contract requirements.

When conditions dictate that a small amount of work must be postponed until a later date, then only a letter a substantial performance may be issued with a letter of final acceptance to follow when all the work has been completed.

## 109 PAYMENTS

### **109.1 General**

All payments to the contractor will be for materials actually furnished and the work actually performed by the contractor. Quantities will be verified by the engineer. The extension amounts shown in the tender are for comparative purposes only and in no way constitute an actual amount for which the Government will be liable.

### **109.2 Partial Payments**

Payments to the contractor will be made monthly. All payments for materials furnished and work performed will be based on estimates prepared and verified by the engineer. Monthly estimates and payments are approximate only, they shall be as close to the actual value of work as practical and shall be subject to correction in the final estimate and payment.

## General Conditions

### 109.3 **Final Payment**

Final payment will be made at the earliest practical date following final inspection and acceptance. The contractor shall be paid based on final verified quantities, after deducting all previous partial payments and all amounts to be retained or deducted under provisions of the contract.

### 109.4 **Claims**

Any claims made by the contractor regarding the terms of the contract must be presented in writing to the engineer within thirty days after the particular work on which the claim is based, has been completed, otherwise such claims are barred.

### 109.5 **Statutory Holdbacks**

Stratford shall deduct and withhold payment of any and all amounts required by law to be so withheld for whatever period of time and in whatever amounts prescribed; and whether in regards to progress payments or for final payment for services rendered, materials supplied or work done, and Stratford shall not be liable to the contractor for any amounts withheld, except to the extent and in the manner provided for in the applicable municipal, provincial or federal legislation.

**1.0 General**

These Special Provisions shall be considered part of the contract and shall take precedence over the General Conditions.

**2.0 Site Meeting**

The bidder is obligated to attend a pre tender site meeting at 10:00 AM August 03/22 to understand the scope of the proposed work.

**3.0 Care of Water.**

The contractor shall complete the necessary ditching to remove standing water in the pond before constructing the road berm. This shall be considered as part of the construction of the road berm.

**4.0 Silt Control.**

The contractor shall place and maintain silt fence with straw bales on the upstream end of the culvert under Stratford Road and the silt fence below the new dyke.. This work shall be considered incidental to the care of water. The silt control at the water control shall consist of a silt fence and straw bales The Town will seed and spread hay mulch as the work proceeds

**5.0 Road Berm**

The road berm shall be constructed of onsite mineral soil. All organics removed to obtain the soil shall be replaced in the excavated area. The basis of payment shall be the number of metres of acceptably constructed berm at the tendered price per metre which shall be considered full compensation for all work herein described and all other work considered incidental.

**6.0 Treatment Pond Dyke**

The treatment pond dyke shall be constructed of onsite mineral soil. A minimum of 150 mm of organics shall be placed on the dyke after completion. Excess organics shall be placed in the borrow area. The basis of payment for the dyke will be the lump sum price shown on the tender which shall include the placement and removal of the silt fence and the removal of the sediment pond dyke into the pond.

**7.0 Irrigation Pond Spillway**

The construction of the rock spillway shall include the supply of R5 Rock and geotextile, splicing of the power cable to facilitate the spillway construction and the removal of the metal culvert now controlling the pond water level. The basis of payment shall be the lump sum price shown on the tender.



**8.0 Treatment Pond Spillway.**

The construction of the rock spillway shall include the shaping and placement of R5 riprap with geotextile at the lump sum price shown on the tender.

**9.0 Wetland Excavation**

The work shall include the 600 mm deep excavation as staked by the engineer of the wetland north of Stratford Road. Excavated material shall be levelled along the road slope. The basis of payment shall be the lump sum price shown on the tender.

## SCHEDULE F - INSURANCE REQUIREMENTS

- 1.1 Prior to the Effective Date of this Agreement, and on each anniversary date thereof and on the anniversary date of the insurance policy if different from the anniversary of the beginning construction of the Project until the Agreement has been fulfilled, the Ultimate Recipient shall provide evidence sufficient to the Province of Commercial General Liability Insurance in a limit of five million (\$5,000,000.00) dollars inclusive with the specifics as outlined in section 1.2
- 1.2 Prior to the Effective date, the Ultimate Recipient shall provide and maintain the following insurance policies in force during this Agreement. All policies shall be issued by insurers maintaining a minimum A.M. Best "A-" rating licensed to carry on business in Canada:
- a) Commercial General Liability insurance with an insured limit as shown in paragraph 1.1 (a) or 1.1 (b) for the limit of not less than the amount shown on a per occurrence basis covering bodily injury, death and damage to property, including loss of use, and not less than the same limit required in 1.1(a) or 1.1 (b) per occurrence and in the annual aggregate for products liability and completed operations. All coverages as noted below shall be included but not limited to the Commercial General Liability coverage:
    - i. premises, property and operations liability;
    - ii. products liability and completed operations;
    - iii. blanket contractual liability;
    - iv. contingent employers' liability;
    - v. personal injury liability;
    - vi. non-owned licensed motor vehicle (automobile) liability;
    - vii. sudden and accidental pollution liability;
    - viii. water craft coverage (if applicable); and
    - ix. fire fighting expense liability.

This insurance shall be in the name of the Ultimate Recipient, and the Province and its Ministers, elected and appointed officials, officers, employees and agents, as an additional insured to the extent of the Ultimate Recipient's legal liability for claims for property damage, bodily injury, including death and personal injury, arising from the operations of the Ultimate Recipient, its employees, agents and contractors, and shall include both cross liability and severability of interest clauses;

- b) If the Project consists of or involves in any way work of a professional nature, such as engineering, engineering design, construction management, architectural work or any other professional service identified, then Professional (Errors & Omissions) Liability Insurance with an insured limit of not less than Two Million Dollars (\$2,000,000.00) per claim and in the annual aggregate covering legal liability for economic losses arising from the performance of work provided under this Agreement shall be secured. The policy will be maintained for a period of not less than six (6) years following the expiration or early termination of this Agreement if required by the type of work performed in the opinion of the Oversight Committee;
- c) Automobile liability insurance in respect to owned or leased licensed motor vehicles with an insured limit of not less than Two Million Dollars (\$2,000,000.00) per accident covering bodily injury, death and damage to property including loss of use thereof;
- d) If the Project consists of or involves in any way work in or on boats or marine craft of any type, whether powered or not powered, or if the Project involves any use of aircraft, then the Ultimate Recipient shall provide evidence of such insurance particulars and amount and with an insurer all as required by the Province designed specifically for marine and water exposures or those related to airports or aviation. Said requirements shall be no less in terms of overall limits, based on the size of the contracts. The Province specifically reserves the right to modify this paragraph should such work be contracted and prior to the start of any work under the Agreement.

- 1.3 In addition to the insurance requirements contained in sections 1.1 and 1.2 herein, the Ultimate Recipient shall also provide evidence to the Province, of the following insurance prior to the Effective date, and on each anniversary date thereof until the Agreement has been fulfilled:
- a) If the Project consists of a renovation to an existing building or structure, then the Ultimate Recipient shall provide evidence of Course of Construction Property Insurance, that is all risk, replacement cost blanket limit, with an agreed amount endorsement and includes boiler and machinery coverage where applicable in the opinion of the Oversight Committee. Said coverage will include completed operations coverage for 24 months after completion to the full value of the building or structure as required by the Province. Coverage for explosion, collapse and underground exposure shall be included along with loss of use.
  - b) If the Project consists of construction of a new building or structure, then the Ultimate Recipient shall provide evidence of Course of Construction Property Insurance, that is all risk, replacement cost blanket limit, with an agreed amount endorsement and includes boiler and machinery coverage where applicable in the opinion of the Oversight Committee. Said coverage will include completed operations coverage for 24 months after completion to the full value of the building or structure as required by the Province.
- 1.4 In all insurance policies required under sections 1.1, 1.2 and 1.3 herein:
- a) There shall be an endorsement stating that the insurer will provide 30 days' notice to the Province's Risk Manager (or the acting or assistant) of cancellation or material change in coverage;
  - b) The insurer shall acknowledge that the policy is primary and any other insurance policies that may be in effect or any other sources of recovery including the Government of Prince Edward Island Self Insurance and Risk Management Fund shall not contribute in any way to any judgments, awards, payments, or cost or expenses of any kind whatsoever made as a result of actual or alleged claims. The Ultimate Recipient shall provide the Province with current certificates of insurance, in a form and content reasonably acceptable to the province, evidencing the required insurance policies hereunder within ten (10) days of the Effective Date and on each renewal of the insurance policies thereafter. Umbrella or Excess insurance may be used to achieve the required insured limits above. Default of delivery or receipt by the Province shall not be construed as acknowledgement or concurrence that there has been compliance with the terms of this Agreement. The Province shall have the right, but not the obligation to review the originals of any insurance required by this Agreement at any reasonable time and in an office of its choice.
- 1.5 For each Contract entered into with a Third Party, the Ultimate Recipient must require the Third Party to maintain during the term of the Contract the insurance coverage as is required of the Ultimate Recipient under this Schedule F (Insurance Requirements), according to the scope of the work and terms and conditions of the Contract. For greater certainty, the Ultimate Recipient must also require the Third Party to comply with all the requirements applicable to such insurance coverage as are set out in this Schedule F (Insurance Requirements).
- 1.6 If the Ultimate Recipient fails to maintain the required insurance described herein, the Province may, but has no obligation to, pay the premium therefore and obtain reimbursement from the Ultimate Recipient. The Ultimate Recipient has required insurance shall be primary except to the extent of claims arising from the negligence of the Province.
- 1.7 Nothing in this Schedule F (Insurance Requirements) shall be construed to limit the liability of any insurer of any insurance required under Schedule F (Insurance Requirements). For further clarification, the Ultimate Recipient shall waive any limitation of rights of recovery where an insurer of any policy listed in Schedule F (Insurance Requirements) is responding, is expected, or is waiting to respond to a claim and the

insurer shall not be limited in its liability by reason of this Schedule F (Insurance Requirements), except to the limit established.

## SCHEDULE G - THIRD PARTY CONTRACT PROCEDURES

1. The Ultimate Recipient agrees to and shall include terms and conditions in all Third Party Contracts to ensure that:
  - a) The Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of each Project it participates in for at least six (6) years after the respective Substantial Completion Date and that the Province has the contractual right to audit such accounts and records;
  - b) The Province, Canada, the Auditor General of PEI, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of a Contract and any records and accounts respecting each Project and will have free access to each Project site and to any documentation relevant for the purpose of audit;
  - c) Proper and accurate accounts and records shall be maintained with respect to the Project;
  - d) Canada and the Province or their designates, shall be permitted, at all reasonable times, to inspect the terms of the Contract and any records and accounts respecting the Project;
  - e) All applicable labour, environmental and human rights legislation, including the *Occupational Health and Safety Act* and Regulations and all other legislation of the Province and of Canada and all provincial and federal legislation shall be complied with by the Third Party and its agents;
  - f) Third Parties will at all times jointly and severally indemnify and save harmless Canada and the Province, their respective officers, servants, employees or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from the Contract, this Agreement, or the Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada or the Province in the performance of his or her duties.
  - g) The Third Party is required to provide and maintain during the term of the Contract such insurance as Schedule F (Insurance Requirements) requires, according to the scope of the work and terms and conditions of the Contract, including but not limited to adding the Province and its Ministers, elected and appointed officials, officers, employees and agents as additional insured.
  - h) Nothing in the Contract is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or the Province or to act as an agent for Canada or the Province.
  - i) The Third Party agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter, which the Third Party may be required by law to make in connection with the Project.
  - j) The Third Party agrees to accept sole responsibility to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment standards Act* R.S.P.E.I. 1988, Cap. E-6.2., the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1 or any other laws that impose obligations in the Nature of employments' obligations.

- k) The Third Party, before undertaking the Project shall provide to the Province either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- 2. a) The Ultimate Recipient agrees that, as part of any tender, Requests for Proposals or Contracts relating in any way to the Project, the requirement for reporting on employment of diversified groups and procurement value from small- and medium-sized businesses and social enterprises will be stipulated.
- b) The Ultimate Recipient shall use the following wording in its Third Party Contracts for the Community Economic Benefits reporting:

*The supplier/contractor shall prepare and submit an annual report in the format as shown in Schedule J (Community Economic Benefits Reporting) to this Agreement for each Fiscal Year during which this contract or any amendments are in effect. The target groups to be reported on include employment to target 1 and target 2 and procurement value from Canadian small-and medium-sized businesses and social enterprises. The annual report shall be submitted to the Ultimate Recipient not later than the 1<sup>st</sup> day of September each Fiscal Year.*
- c) All Third Party Contracts will include the annual reporting requirements contained in this Agreement.











NOTE: UPON COMPLETION, APPLY TRIPLE-MIX SEED AND COVER WITH HAY MULCH



Diagram illustrating a cross-section of a trapezoidal channel with a central cutout. The channel has a top width of 2400 and a bottom width of 1200. The left slope is 1 horizontal to 3 vertical, and the right slope is 3 horizontal to 1 vertical. The water surface elevation on the left is 12.40, and on the right is 12.80. The channel bed elevation is +/- 11.80. The top of the channel is at an elevation of 13.40.

SECTION A-A

	Project: <div>MOORE'S POND</div> <div>STRATFORD, PE</div>	Date: JUNE, 2022	Job no: -							McCullough Environmental Engineering  43 ROGERS AVE. Amherst, Nova Scotia B4H 2J7. C. (902) 664-4858 www.mccullough-ee.ca	Drawing no.: <div>SP-2</div>
		Scale: AS NOTED	Project no.:								
		Drawn by: MGM		3	ISSUED FOR TENDER	-	07/28/22				
	SITE DETAILS		2	REVISED FOR PERMIT	-	07/18/22					
		Checked by: MEE		1	ISSUED FOR PERMIT	-	06/29/22				
				NO.	NAME	DATE					