

THIS AGREEMENT made this _____ day of _____, 2023.

BETWEEN: GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by
the Minister of Housing, Land and Communities

(hereinafter referred to as “Government”)

OF THE FIRST PART;

AND:

_____ in
of _____
_____ County, Province of _____

(hereinafter referred to as the “Contractor”)

OF THE SECOND PART.

WHEREAS Government wishes to engage the services of the Contractor to carry out the services described in Schedule “A” attached hereto;

AND WHEREAS the Contractor has agreed to provide Government with these services on certain terms and conditions as more particularly set out in this Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Definitions

1. In this Agreement, the following definitions apply:
 - (a) “Fiscal Year” means April 1, 2023 to March 31, 2024;
 - (b) “Work” has the meaning provided in paragraph 2.

Covenants of the Contractor and Government

2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule “A” (the “Work”), in a manner satisfactory to Government.
3. (a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the _____ day of _____, 2023, and end on the _____ day of _____, 2023 (the “Term”).

(b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is

acknowledged by both Parties that the Contractor commenced the performance of the Work on the _____ day of _____, 2023. It is further agreed that the amount of \$ _____ is the maximum amount to be paid for the Work and includes all amounts which may be owed for the Work done since the _____ day of _____, 2023.

Payments, Records and Accounts

- 4. Government shall make payments to the Contractor in the following manner:
 - (a) Payment for the work rendered under this agreement shall be for a fixed lump sum of \$ _____, inclusive of all applicable taxes. The payments described herein shall be paid upon the basis of the submission of an invoice by the Contractor. Such invoice shall be submitted to the Government and the Government shall pay the amount owing within 30 days of receipt.
 - (b) All payments are subject to a hold back of an amount equal to 15% of the amount billed. The hold back shall be paid upon the submission and acceptance of completion of the work.
 - (c) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
 - (d) Subject to statutory limitations, the Contractor shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

- 5.
 - (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
 - (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.

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6.
 - (a) The Contractor 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 Contractor may be required by law to make in connection with the Work.
 - (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees 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 employers' obligations. The Contractor agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff.
 - (c) The Contractor, before undertaking any Work, shall provide to Government 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.
 - (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph, and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.
7. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's Fiscal Year in which the payment is to be made.

Reports

8. The Contractor shall make interim reports as the Government may direct.

Administration

9. Subject to any specified time schedule or location where the Work is to be performed as may be set forth in Schedule "A" attached hereto, the Work is to be performed in the offices of Government and the Contractor shall follow the same time schedule as applicable to employees of Government.
10. Government shall provide such support, direction, decisions and information to the Contractor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Contractor.

Termination

11. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mailed to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against Government, except that the Contractor will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Government to the Contractor on account.
12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.
14.
 - (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Government.
 - (b) The Parties agree that Government owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
 - (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act R.S.C. 1985, c. C-42*.

Initials _____
Date _____

Conflict of Interest

15. The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Contractor of an actual or potential conflict of interest, Government, in its sole discretion, may either:
- (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or
 - (b) terminate the Agreement in accordance with the Termination section of this agreement.

Freedom of Information and Protection of Privacy Act

16. The Contractor acknowledges that this Agreement, and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to release of any information.
17. The Contractor acknowledges and agrees that, in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

18. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
19. The Contractor shall, without limiting its obligations or liabilities herein, and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to Government:
- (a) Commercial General Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products and Completed Operations Liability;

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- Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds;
 - Broad Form Property Damage;
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
- (b) Automotive liability coverage (Standard Automobile Policy) on all vehicles, the subject of this Agreement, owned, leased, operated or licensed in the name of the Contractor, in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars;
- (c) If the Work involves new construction or reconstruction of a property being repaired or maintained, the Contractor shall provide and maintain All Risk Course of Construction (Builder's Risk) to the full value of the work in the amount of the Contract Price. The policy will permit partial or complete use or occupancy by the Owner during the term of this insurance.
- (d) The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A Certificate of Insurance and any renewals thereof shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

Subcontractors

20. (a) The Contractor agrees that the list of names of subcontractors supplied prior to the signing of the Agreement, and attached as Schedule "B" to this Agreement, is the list of subcontractors intended to be used to carry out those parts of the work noted thereon. Said list is subject to approval by Government, which approval shall not be unreasonably withheld. The Contractor shall not employ any subcontractor to whom Government may reasonably object.
- (b) In the event that approval is obtained, the Contractor shall be responsible for ensuring that any and all subcontractors shall have the same insurance that the Contractor is required to have under this contract.
- (c) If the change of any name on the subcontractor list is required by Government, and the work has to be awarded to a higher bidder, the contract sum shall be increased by the difference between the two bids.

21. The Contractor acknowledges that this Agreement does not create any contractual relations between Government and any subcontractor which the Contractor employs, and the Contractor shall make no such assertions or promises of that nature to any subcontractor.

General

22. Subject to the Subcontractors section of this Agreement, this Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
23. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
24. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the province of Prince Edward Island.
25. This Agreement, including Schedules “A” and “B”, constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
26. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
27. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
28. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED)
in the presence of:)
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_____)
)

Government of Prince Edward Island,
as represented by the Minister of Housing,
Land and Communities

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
)
)
)
)
_____)
)

Authorized Signing Officer

SCHEDULE “A”
TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
THE CONTRACTOR

DATED THE _____ DAY OF _____, 2023

STATEMENT OF WORK

Project Introduction

The Department of Housing, Land and Communities is undertaking a sprinkler system retrofit for two buildings used as shelter facilities and sleeping accommodations. The structures are located at 15 Park Street in Charlottetown and are identified as “Building A” and “Building B”. The buildings are unique, such that they are each constructed using six prefabricated modules.

The purpose of this document is to identify the design and installation criteria for the proposed sprinkler system retrofit project, along with coordination requirements with other trades required for the installation. The Owner will engage qualified Contractors to complete the detailed design, installation, and acceptance testing of the sprinkler systems and associated infrastructure.

The sprinkler system retrofits for each building will require a new fire protection water entrance (by Others) and modifications to existing fire alarm systems (by Others). This sprinkler system Contractor will be responsible for coordinating the work with the other Contractors, including participating in functional testing.

Owner and Authority Having Jurisdiction approval of the sprinkler system installation drawings and associated hydraulic calculations is required prior to start of installation.

All bidders are required to visit the site to review existing conditions prior to tender closing.

Existing Buildings

The two buildings are located at 15 Park Street in Charlottetown, PE and were constructed in 2022. The buildings have identical in floor plan arrangements, with each building being a single storey structure of non-combustible construction. Each building is approximately 410 m² (4400 ft²).

The buildings are classified as Group C residential occupancies, and each building includes 14 bedrooms, 2 dining rooms, kitchen, lounge, mechanical room, washrooms, and storage rooms. All spaces inside the building are always heated above 4 °C (40 °F).

Each building has an existing fire alarm system manufactured by Mircom, and the systems have room for expansion as required for this fire protection upgrade.

Neither building currently has a water supply suitable for the proposed sprinkler systems. The Owner will be engaging Others to design and install a new fire protection water entrance for each building.

Refer to Attachment A for drawings showing a plan view of each building.

Codes and Standards

The following Codes and Standards are applicable for this retrofit project.

- National Building Code of Canada, 2015 Edition
- National Fire Code of Canada, 2015 Edition
- National Plumbing Code of Canada, 2015 Edition
- CAN/CSA-C22.1-18, The Canadian Electrical Code, 2018 Edition
- NFPA 1, Fire Code, 2021 Edition
- NFPA 13R, Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2016 Edition
- NFPA 13, Installation of Sprinkler Systems, 2016 Edition
- NFPA 25, Inspection, Testing and Maintenance of Water-Based Fire Protection Systems, 2020 Edition
- CAN/ULC-S524, Installation of Fire Alarm Systems, 2014 Edition
- CAN/ULC-S537, Verification of Fire Alarm Systems, 2013 Edition
- CAN/ULC-S561, Installation and Services for Fire Signal Receiving Centres and Systems, 2013 Edition
- CAN/ULC-S1001, Integrated Systems Testing of Fire Protection and Life Safety Systems, 2018 Edition

Building Permit

The Contractor shall obtain a building permit for the sprinkler system retrofit prior to the start of construction.

Project Scope - Sprinkler Systems

The sprinkler systems for this retrofit project are to include protection for all areas in each building as required by NFPA 13R. The design, installation, acceptance testing, and maintenance requirements are summarized below and in Attachment B - Performance Specifications.

The Contractor is responsible for the detailed design of the sprinkler systems and the preparation of installation drawings and hydraulic calculations. Once the installation drawings are approved by the AHJ and Owner, the Contractor shall install the sprinkler systems and complete all required

acceptance testing.

It is anticipated that each building will require a single wet pipe sprinkler system, with residential upright and sidewall sprinkler heads being used throughout. Each installed sprinkler head is to be provided with a listed guard for protection.

Sprinkler system piping will be exposed in all areas, and therefore the piping is to be strategically located to avoid interferences with lighting and other building services. The piping is not to obstruct access to exits or views through windows and is to consider general building aesthetics in its design. All installed piping locations are to be approved by the Owner prior to installation.

All sprinkler system piping is to be black steel and is to be painted prior to installation. The Contractor is to include for repairs to painting that occur during the installation. Color of paint is to be approved by the Owner.

The new fire protection water entrance (By Others) and sprinkler system valve room is to be located in the mechanical room. The sprinkler system installation for each building will begin at a flange on the new water entrance piping, approximately 305 mm (1 ft) above the floor. Each valve header is expected to include a double check valve backflow preventor, a single wet pipe zone valve assembly, test and drain assembly with a 50mm (2") drain to exterior, along with piping to the fire department connection.

Sprinkler protection in bedrooms, corridors, washrooms, and dining rooms is to be hydraulically designed in accordance with NFPA 13R and include a 50 USgpm domestic demand. Sprinkler protection in the kitchen, mechanical and storage rooms is to be designed to Ordinary Hazard, Group 1 classification in accordance with NFPA 13R, and include the domestic demand. In addition, all hydraulic calculations are to include for the existing domestic system backflow preventor, existing water meter, and existing underground valves friction loss.

Refer to Appendix B for a copy of Hydrant flow test results in the area.

The sprinkler Contractor's scope of work also includes providing a ULC S561 signal transmitting unit for each building, along with one year of monitoring. Interface to the existing building fire alarm system will be completed by the Owner's existing fire alarm contractor, and both Contractors are required to coordinate and complete acceptance testing/verification as required. The sprinkler contractor shall issue a ULC S561 verification certificate upon completion.

Refer to Appendix C for a copy of the sprinkler system performance specifications.

Project Scope – Fire Protection Water Supply

The Owner will be retaining a Contractor to provide a new fire protection water entrance for each building. This work will be completed in accordance with the requirements of the city of Charlottetown and NFPA 13.

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Date _____

The new water entrance piping will be sized to suit the hydraulic requirements of the sprinkler system, with a minimum size of 75 mm (3”) expected. The piping that enters each building will be ductile iron or stainless steel.

The installing Contractor will provide Underground Material and Test Certificates for each new water entrance, as required by NFPA 13R. The Sprinkler System Contractor is required to witness flushing and pressure testing.

The new water entrance will include for heat tracing and insulation for a portion of the piping that is located above ground. This will be provided by the water entrance contractor and fire alarm contractor, such that the installation satisfies NFPA 13R and is monitored by the building fire alarm system.

Project Scope – Fire Alarm System

The Owner will be retaining Electrical and Fire Alarm Contractors to connect the new monitored points of the sprinkler systems to each building’s existing fire alarm system.

It is expected that each building will have approximately 3 tamper switches and 1 flow switch, and fault isolator modules are to be provided as required. The number of sprinkler system devices to be monitored will be confirmed as part of the Sprinkler Contractor’s detailed design.

The new signal transmitting units are to be connected to the existing fire alarm system by the Owner’s fire alarm and electrical contractors.

All new fire alarm system wiring is to be FT4 with red sheath and include a green grounding conductor. Wire gauge is to match existing.

All new work is to be functionally tested as required by ULC S537, ULC S561 and ULC S1001.

Construction Schedule and Substantial Completion

Both buildings are occupied and in use, therefore access by the Contractors will be restricted to 9 am through 5 pm.

The Contractor is to ensure the work schedule allows for clean up of all work areas at the end of each workday. All materials and tools are to be removed from the building and be stored securely in the Contractors storage trailer.

The project is scheduled to be awarded prior to the end of October, and the successful Sprinkler Contractor is required to have all installation drawings completed and submitted for review prior to November 15, 2023.

The project is to be substantially completed by December 31, 2023.

SCHEDULE "B"

**TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
THE CONTRACTOR**

DATED THE ____ DAY OF _____, 2023

SUBCONTRACTORS

1. The Contractor agrees that the following is the list of subcontractors in accordance with Clause 21 in this Agreement.

| Subcontractor | Work to be Provided |
|----------------------|----------------------------|
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