

**TOWN OF NORTH RUSTICO
SPECIAL COUNCIL MEETING AGENDA
FRIDAY NOVEMBER 1ST, 2024, AT 9:00 AM
TOWN OFFICE, 106 RIVERSIDE DRIVE**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Declarations of Conflict of Interest**
- 4. New Business**
 - 4.1 Awarding of Tender for Boardwalk Project**
- 5. Next Meeting Date – Regular Council Meeting Tuesday, November 12th, 2024**
- 6. Adjournment**

DRAFT

**Town of North Rustico
Special Council Meeting Minutes
Thursday November 1st, 2024 at 9:00 AM**

PRESENT:

Mayor
Councillors

Heather McKenna
Margaret Goulding, Donna Coll
David LeClair and Michelle Pineau
Grace Constantine
Janet Shannon

Staff
Regrets
Other

1. CALL TO ORDER

Mayor Heather McKenna called the meeting to order at 9:01am

2. APPROVAL OF THE AGENDA

It was moved by Councillor Margaret Goulding and seconded by Deputy Mayor David LeClair that the agenda be approved as presented.

(4-0) MOTION CARRIED
(2024-11-108)

3. DECLARATIONS OF CONFLICT OF INTEREST

Nil

4. NEW BUSINESS**4.1 Awarding of Tender for Boardwalk Project**

IN CAMERA- MGA Section 119 1 (e) a matter still under consideration, on which the council has not yet publicly announced a decision, and about which discussion in public would likely prejudice a municipality's ability to carry out its negotiations;

It was moved by Councillor Donna Coll and seconded by Councillor Margaret Goulding that Council move into in camera at 9:04am.

(4-0) MOTION CARRIED
(2024-11-109)

It was moved by Councillor Donna Coll and seconded by Deputy Mayor David LeClair that Council move out of in camera at 9:13am

(4-0) MOTION CARRIED
(2024-11-110)

It was moved by Deputy Mayor David LeClair and seconded by Councillor Margaret Goulding that Council accept the bid from Diversified Divers in the amount of \$273,450.00 plus HST and award them contract No. 242648.00 Town of North Rustico Seawalk Boardwalk Replacement, based on the recommendation of CBCL.


**(4-0) MOTION CARRIED
(2024-11-111)**

5. **NEXT MEETING**– Regular Council Meeting Tuesday November 12th, 2024, 6:00pm

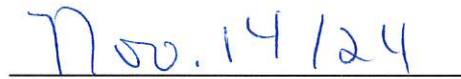
6. **ADJOURNMENT**

It was moved by Councillor Donna Coll and seconded by Councillor Margaret Goulding that there being no further business the meeting be adjourned at 9:17am.

**(4-0) MOTION CARRIED
(2024-11-112)**



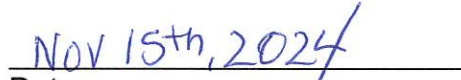
Mayor Heather McKenna



Date



Deputy CAO Grace Constantine



Date

2024-10-28

Stephanie Moase
CAO, Town of North Rustico
smoase@northrustico.com

Dear Ms. Moase:

RE: Bid Result Summary for Contract No. 242648.00 Town of North Rustico Seawalk Boardwalk Replacement

On Friday October 25th, 2024 the bids for the above noted project was received. A bid evaluation was conducted which consisted of examining mathematical results of each bid and confirming evidence of the presence of various required submission documents such as bid security requirements, acknowledgement of addenda, and proposed contract time as set forth in the tender documents.

A summary of the bids is included below:

Bidder	Bid Price (Excluding HST)	Weeks to Complete	Bid Security	Acknowledgement of Addendum
Diversified Divers Inc.	\$273,450	N/A	Certified Cheque	Y
Highfield Construction Company Inc.	\$651,000	N/A	Certified Cheque	Y
CP Construction Services	\$450,180	N/A	Bond	Y
Island Coastal Services Ltd.	\$533,956	N/A	Bond	Y

Based on the bid review CBCL Limited sees no reason Contract No. 242648.00 – Town of North Rustico Seawalk Boardwalk Replacement could not be awarded to Diversified Divers Inc. in the amount of \$273,450 (plus HST).

Stephanie Moase
October 28, 2024

Yours very truly,

CBCL Limited

A handwritten signature in blue ink, appearing to read 'Jordan Doiron', is written over the printed name.

Jordan Doiron P.Eng.

Civil Engineer

Direct: (902)892-0303

E-Mail: jdoiron@cbcl.ca

Attachments: Received Bids

CC: Jody Macleod P.Eng. (CBCL)

Project No: 242648.00

Stephanie Moase
October 28, 2024

Attachment A

Diversified Divers Inc.

1. SALUTATION:

.1 To: Town of North Rustico

.2 For: Contract 242648.00

Seawalk Boardwalk Replacement

.3 From: Diversified Divers Inc.

2. TENDERER DECLARES:

.1 That this tender was made without collusion or fraud.

.2 That the proposed work was carefully examined.

.3 That the Tenderer was familiar with local conditions.

.4 That Contract Documents and Addenda No. 1 to 1 inclusive were carefully examined.

.5 That all the above were taken into consideration in preparation of this Tender.

.6 That the Town of North Rustico is not bound to accept the lowest or any tender which you may receive.

3. TENDERER AGREES:

.1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.

.2 Agrees to pay the Owner forthwith, upon demand, all liquidated damages resulting out of failure to meet the time for completion, as specified, in the Supplementary General Conditions, Section 00 73 00, GC 14.1.

.3 That the Estimated Contract Price shall be the sum of the products of the tendered unit prices times the estimated quantities in Subsection 4 hereunder.

.4 That this Tender is valid for acceptance for thirty (30) days from Tender Closing.

- .5 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 29 00 Project Particulars and Measurement.
- .6 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within seven (7) days of written notice of award.
- .7 That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .8 That if certified cheque is forfeited, Owner will retain difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.
- .9 That the Contract Documents include:
 - .1 Description of Work and List of Drawings
 - .2 Instructions to Tenderers
 - .3 Tender Form
 - .4 Standard Construction Contract
 - .5 Supplementary General Conditions
 - .6 Supplementary Specifications
 - .7 Drawings
 - Cover Sheet
 - C01 Site Plan
 - C02 Site Plan and Details
- .8 Addenda as issued and as confirmed in subsection 2.4 of this section.

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Item Description	Unit	Qty.	Unit Price	Amount
.1 Mobilization/Demobilization	L.S.	1	<u>14,700.00</u>	<u>14,700.00</u>
.2 Environmental Controls	L.S.	1	<u>5,000.00</u>	<u>5,000.00</u>
.3 Removals and Disposal	L.S.	1	<u>25,625.00</u>	<u>25,625.00</u>
.4 Timber Boardwalk Install	L.S.	1	<u>155,625.00</u>	<u>155,625.00</u>
.5 Class A Gravel	L.S.	1	<u>65,000.00</u>	<u>65,000.00</u>
.6 150mm Drainage Pipe	M	16	<u>156.25</u>	<u>2,500.00</u>
.7 Reinstatement	L.S.	1	<u>5,000.00</u>	<u>5,000.00</u>
Estimated Contract Price (Excluding HST)			\$ <u>273,450.00</u>	
Add HST at 15% of Estimated Contract Price			\$ <u>41,017.50</u>	
Total Amount Payable			\$ <u>314,467.50</u>	

Tenderer's HST Registration Number 124 777 285 RT0001

5. COMPLETION TIME

Tenderer agrees to make every reasonable effort to achieve Substantial Performance of the work on or before **March 31, 2025**.

Town of North Rustico
Seawalk Boardwalk Replacement
North Rustico, PEI
Contract No. 242648.00

Tender Form
(Unit Price)

Section 00 41 43
Page 4
October 2024

6. SIGNATURES*

DATED THIS 25 DAY OF October, 20 24.


Witness

Witness

Diversified Divers Inc. [Seal]
Name of Firm Tendering

James Landrigan
Signature of Signing Officer

James Landrigan, President
Name and Title (Printed)

Signature of Signing Officer

Name and Title (Printed)

9841 TCH, Rte-1, Hazelbrook, PEI, C1B0R9
Company Address

902-894-7080
Telephone No.

902-894-7080
Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.



Town of North Rustico

Seawalk Boardwalk Replacement

CONTRACT NO. 242648.00

ADDENDUM NO. 01

October 17, 2024

(To be added to and made part of the Tender Documents)

The following changes or modifications shall be made to the Tender Documents:

TO THE SPECIFICATIONS

Section 01 29 00 Project Particulars and Measurement

Part 1.2.4. Replace with the following:

Timber Boardwalk Install:

- .1 Unit of Measurement: LUMP SUM (L.S.).
- .2 This item includes: all costs involved for installation of timber materials supplied by the owner including timber sleepers, decking, and fasteners. Owner supplied material will be located at North Rustico Home Hardware Building Center (7381 Cavendish Rd, North Rustico). Contractor is responsible for coordinating pick up and/or delivery of materials, accepting the material condition, transferring material to the project site and provide all proof of material delivery documentation from the supplier. Replace any materials that can not be acceptably incorporated into the work due to damage or other actions by the Contractor. Turn over any surplus Owner Supplied materials to the Owner at project completion. Decking and support structures are to be placed around existing rest areas and benches while maintaining the existing fixtures. A copy of the Estimate for the Owner Supplied Materials can be found in Appendix B.

Appendix B - Estimate for Owner Supplied Materials

Add the attached Appendix B be to the contract documents.

J.L.



TO THE DRAWINGS

Drawing C02 Site Plan and Details:

- Add Note 11.1.1.3. PEIDTI General Provisions and Contract Specifications for Highway Construction.
- Add Note 16. Level and proof roll existing grade to the required elevations dictated by site conditions prior to placing Class A Granular.
- Add Note 17. Class A Granular to follow PEIDTI General Provisions and Contract Specifications for Highway Construction, compact to 95% SPMDD.
- Add the following to Note 5. A tolerance of 5mm in total length will be allowed between adjacent boards.

Note: All changes above shall form part of the tender and contract documents. Issue for Construction documents will be prepared post tender updating the contract documents as noted within this addendum.

CBCL Limited
October 17, 2024

Town of North Rustico
Seawalk Boardwalk Replacement
North Rustico, PEI
Contract No. 242648.00

General Conditions of
the Civil Works Contract
(CCDC 18-2001)

Appendix B
Page 1
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Appendix B

J.L.

North Rustico



North Rustico Home Centre
P.O. Box 118 7381 Cavendish Rd
North Rustico PE C0A 1X0
Phone: (902)963-2040
Fax: (902)963-2284

Estimate Supplied For:
TOWN OF NORTH RUSTIC
P.O. BOX 38
, NORTH RUSTICO C0A 1X0
Phone: (902)963-3211
TOWN OF NORTH RUSTICO

Estimator: Aubry MacDonald
Salesperson: Aubry MacDonald (3)
Estimate Date: September 10, 2024
Valid To: September 27, 2024
Reference:

Estimate # 123305 Boardwalk Page 1 of 1

Table with 6 columns: Component, Description, Quantity, Unit, Price, Total. Rows include Marine Grade Decking, Beam, and Spiral Spikes, followed by Subtotal, HST, and Grand Total.

This is an Estimate only not a building list . The information given is not a guarantee but a suggested amount based on common building practice. It is the responsibility of the Builder/ Owner to Review estimate and CONFIRM all quantities and products. We are NOT responsible for Errors or Omissions . This estimate is prepared to the best of our ability with the information that is given .ROOF TRUSSES AND FLOOR JOISTS ARE SITE DELIVERY ONLY, " NOT SET IN PLACE ", SET ON GROUND ONLY. CONCRETE PRICE DOES NOT INCLUDE PUMP TRUCK .

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

J.L.



DIVERSIFIED DIVERS INC.

COMPLETE COMMERCIAL DIVING SERVICES

9841 TRANS CANADA HWY, RTE 1, HAZELBROOK, PE C1B 0R9
Tel: (902) 894-7080 Fax: (902) 894-7080

BMO BANK OF MONTREAL
105 GRAFTON STREET
CHARLOTTETOWN, P.E.I. C1A 1K9

002606

CHEQUE NO.

2606

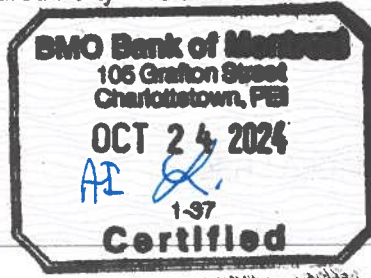
DATE

2 5 1 0 2 0 2 4
D D M M Y Y Y Y

PAY **Twenty Seven Thousand Three Hundred Forty Five and 00/100

\$**27,345.00

TO THE ORDER OF
Town of North Rustico
Seawalk Boardwalk Replacement
Contract No. 242648.00



DIVERSIFIED DIVERS INC.

PER

⑈002606⑈ ⑆00373⑈00⑆ ⑆076⑈⑆27⑈

75

DIVERSIFIED DIVERS INC.

Town of North Rustico

10/25/2024

CHEQUE NO.

2606

002606

102524..... 27,345.00

Total

27,345.00

Stephanie Moase
October 28, 2024

Attachment B

Highfield Construction Company Inc.

1. SALUTATION:

.1 To: Town of North Rustico

.2 For: Contract 242648.00

Seawalk Boardwalk Replacement

.3 From: Highfield Construction Company Incorporated

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the Tenderer was familiar with local conditions.
- .4 That Contract Documents and Addenda No. 1 to 1 inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this Tender.
- .6 That the Town of North Rustico is not bound to accept the lowest or any tender which you may receive.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 Agrees to pay the Owner forthwith, upon demand, all liquidated damages resulting out of failure to meet the time for completion, as specified, in the Supplementary General Conditions, Section 00 73 00, GC 14.1.
- .3 That the Estimated Contract Price shall be the sum of the products of the tendered unit prices times the estimated quantities in Subsection 4 hereunder.
- .4 That this Tender is valid for acceptance for thirty (30) days from Tender Closing.

- .5 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 29 00 Project Particulars and Measurement.
- .6 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within seven (7) days of written notice of award.
- .7 That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .8 That if certified cheque is forfeited, Owner will retain difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.
- .9 That the Contract Documents include:
 - .1 Description of Work and List of Drawings
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 - .3 Tender Form
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 - .6 Supplementary Specifications
 - .7 Drawings
 - Cover Sheet
 - C01 Site Plan
 - C02 Site Plan and Details
- .8 Addenda as issued and as confirmed in subsection 2.4 of this section.

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Item Description	Unit	Qty.	Unit Price	Amount
.1 Mobilization/Demobilization	L.S.	1	105,000.00	105,000.00
.2 Environmental Controls	L.S.	1	20,000.00	20,000.00
.3 Removals and Disposal	L.S.	1	45,000.00	45,000.00
.4 Timber Boardwalk Install	L.S.	1	380,000.00	380,000.00
.5 Class A Gravel	L.S.	1	60,000.00	60,000.00
.6 150mm Drainage Pipe	M	16	62.50	1,000.00
.7 Reinstatement	L.S.	1	40,000.00	40,000.00
Estimated Contract Price (Excluding HST)			\$	651,000.00
Add HST at 15% of Estimated Contract Price			\$	97,650.00
Total Amount Payable			\$	748,650.00

Tenderer's HST Registration Number 10234 8604

5. COMPLETION TIME

Tenderer agrees to make every reasonable effort to achieve Substantial Performance of the work on or before **March 31, 2025**.

Town of North Rustico
Seawalk Boardwalk Replacement
North Rustico, PEI
Contract No. 242648.00

Tender Form
(Unit Price)

Section 00 41 43
Page 4

October 2024

6. SIGNATURES*

DATED THIS 25th DAY OF October, 20 24.

Highfield Construction Company [Seal]
Name of Firm Tendering

J. Joe Cameron
Signature of Signing Officer

J. Joe Cameron
Name and Title (Printed)

Terry Doddy
Witness

Witness

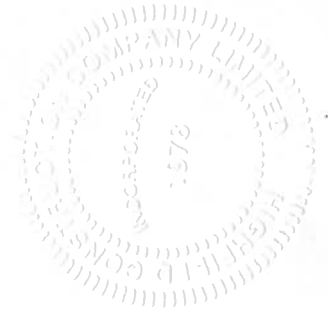
Signature of Signing Officer

Name and Title (Printed)

P.O. Box 2439, Charlottetown, PEI, C1A 8C2
Company Address

902 964 2353
Telephone No.

902 964 2353
Fax No.



*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

END



Town of North Rustico

Seawalk Boardwalk Replacement

CONTRACT NO. 242648.00

ADDENDUM NO. 01

October 17, 2024

(To be added to and made part of the Tender Documents)

The following changes or modifications shall be made to the Tender Documents:

TO THE SPECIFICATIONS

Section 01 29 00 Project Particulars and Measurement

Part 1.2.4. Replace with the following:

Timber Boardwalk Install:

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Appendix B - Estimate for Owner Supplied Materials

Add the attached Appendix B be to the contract documents.





TO THE DRAWINGS

Drawing C02 Site Plan and Details:

- Add Note 11.1.1.3. PEIDTI General Provisions and Contract Specifications for Highway Construction.
- Add Note 16. Level and proof roll existing grade to the required elevations dictated by site conditions prior to placing Class A Granular.
- Add Note 17. Class A Granular to follow PEIDTI General Provisions and Contract Specifications for Highway Construction, compact to 95% SPMDD.
- Add the following to Note 5. A tolerance of 5mm in total length will be allowed between adjacent boards.

Note: All changes above shall form part of the tender and contract documents. Issue for Construction documents will be prepared post tender updating the contract documents as noted within this addendum.

CBCL Limited
October 17, 2024

Town of North Rustico
Seawalk Boardwalk Replacement
North Rustico, PEI
Contract No. 242648.00

General Conditions of
the Civil Works Contract
(CCDC 18-2001)

Appendix B
Page 1

October 2024

Appendix B

North Rustico



building centre

North Rustico Home Centre
P.O. Box 118 7381 Cavendish Rd
North Rustico PE C0A 1X0
Phone: (902)963-2040
Fax: (902)963-2284

Estimate Supplied For:
TOWN OF NORTH RUSTIC
P.O. BOX 38
, NORTH RUSTICO C0A 1X0
Phone: (902)963-3211
TOWN OF NORTH RUSTICO

Estimator: Aubry MacDonald
Salesperson: Aubry MacDonald (3)
Estimate Date: September 10, 2024
Valid To: September 27, 2024
Reference:

Estimate # 123305

Boardwalk

Page 1 of 1

Component	Description	Quantity	Unit	Price	Total
	North Rustico Boardwalk				
Marine Grade Decking	3"X 8"X10' Marine Grade Hemlock Dressed Top Plus 2 Edges UC4.2	5200	PC		
Beam	TERRA 6"X6"X16 PT Hemlock CCA UC4.2	940	PC		
Spiral Spikes	6" ARDOX GALV. NAILS 42000pc Limited Time Price	3000	LB		

Subtotal:

HST

Grand Total:

This is an Estimate only not a building list . The information given is not a guarantee but a suggested amount based on common building practice. It is the responsibility of the Builder/ Owner to Review estimate and CONFIRM all quantities and products. We are NOT responsible for Errors or Omissions . This estimate is prepared to the best of our ability with the information that is given .ROOF TRUSSES AND FLOOR JOISTS ARE SITE DELIVERY ONLY, " NOT SET IN PLACE ", SET ON GROUND ONLY. CONCRETE PRICE DOES NOT INCLUDE PUMP TRUCK .

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Centre
Sea Wall
own

Royal Bank of Canada
Banque Royale du Canada
4284 HOPEDALE RD-ROUTE 13
HUNTER RIVER, PE

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE

Town of North Rustico

EXACTLY \$75,000.00

\$75,000.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS

CANADIAN DOLLARS CANADIENS

73608075 5-516

DATE 20241025
Y/A MM D/J

REOBJET

PURCHASER NAME HIGHFIELD CONSTRUCTION COMPANY

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRÉSIGNÉ

SIGNATURE STAMP
TIMBRE DE SIGNATURE

Sam Paske

Sam Paske

FORM 16516 (10-2020)

⑈ 73608075 ⑈ ⑆05104⑆003⑆ ⑆099⑆013⑆5⑆

.3 FROM:

Highfield Construction Company Inc

2. TENDERER DECLARES:

Stephanie Moase
October 28, 2024

Attachment C

CP Construction Services

1. SALUTATION:

.1 To: Town of North Rustico

.2 For: Contract 242648.00

Seawalk Boardwalk Replacement

.3 From: CP CONSTRUCTION SERVICES

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the Tenderer was familiar with local conditions.
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4. SCHEDULE OF QUANTITIES AND UNIT PRICES

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.3 Removals and Disposal	L.S.	1	<u>75,000</u>	<u>75,000</u>
.4 Timber Boardwalk Install	L.S.	1	<u>156,000</u>	<u>156,000</u>
.5 Class A Gravel	L.S.	1	<u>92,000</u>	<u>92,000</u>
.6 150mm Drainage Pipe	M	16	<u>105</u>	<u>1,680</u>
.7 Reinstatement	L.S.	1	<u>73,000</u>	<u>73,000</u>
Estimated Contract Price (Excluding HST)			<u>\$ 450,180</u>	
Add HST at 15% of Estimated Contract Price			<u>\$ 67,527.00</u>	
Total Amount Payable			<u>\$ 517,707.00</u>	

Tenderer's HST Registration Number 795485291RT0001

5. COMPLETION TIME

Tenderer agrees to make every reasonable effort to achieve Substantial Performance of the work on or before **March 31, 2025**.

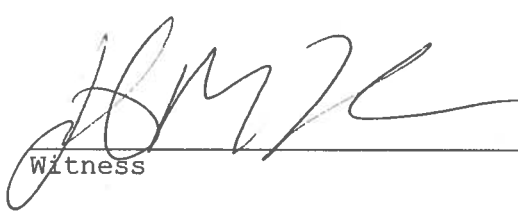
Town of North Rustico
Seawalk Boardwalk Replacement
North Rustico, PEI
Contract No. 242648.00

Tender Form
(Unit Price)

Section 00 41 43
Page 4
October 2024

6. SIGNATURES*


DATED THIS 25 DAY OF OCTOBER, 20 24.



Witness

Witness

CP CONSTRUCTION SERVICES [Seal]

Name of Firm Tendering


Signature of Signing Officer

COREY FALLS - OWNER

Name and Title (Printed)

Signature of Signing Officer

Name and Title (Printed)

53 KENSINGTON RD. CHARLOTTETOWN, PE

Company Address

902.394.2267

Telephone No.

Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

END

Agreement to Bond

(Surety's Consent)

Consent of Surety No. 935222656-24-4



To: ~~Minister of Finance - Province of Prince Edward Island~~

Should the tender of: CP Construction Services Inc.

For: Contract 242648.00 North Rustico Seawalk Boardwalk Replacement

be accepted within the time period prescribed in the tender, or if no time period is specified, within sixty (60) days from the closing date of tender, and a written contract entered into, we Intact Insurance Company, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada, as Surety, do hereby agree to become bound as Surety and will issue

A Performance Bond equal to 50%
A Labour and Material Payment Bond equal to 50%

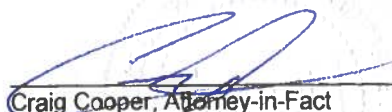
of the tender price guaranteeing faithful performance of said contract.

This Consent of Surety shall cease and be null and void after thirty (30) days from the award of contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

Dated: October 24, 2024

INTACT INSURANCE COMPANY



Craig Cooper, Attorney-in-Fact

(Seal)

Stephanie Moase
October 28, 2024

Attachment D

Island Coastal Services Ltd.

1. SALUTATION:

.1 To: Town of North Rustico

.2 For: Contract 242648.00

Seawalk Boardwalk Replacement

.3 From: Island Coastal Services Ltd.

2. TENDERER DECLARES:

.1 That this tender was made without collusion or fraud.

.2 That the proposed work was carefully examined.

.3 That the Tenderer was familiar with local conditions.

.4 That Contract Documents and Addenda No. / to / inclusive were carefully examined.

.5 That all the above were taken into consideration in preparation of this Tender.

.6 That the Town of North Rustico is not bound to accept the lowest or any tender which you may receive.

3. TENDERER AGREES:

.1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.

.2 Agrees to pay the Owner forthwith, upon demand, all liquidated damages resulting out of failure to meet the time for completion, as specified, in the Supplementary General Conditions, Section 00 73 00, GC 14.1.

.3 That the Estimated Contract Price shall be the sum of the products of the tendered unit prices times the estimated quantities in Subsection 4 hereunder.

.4 That this Tender is valid for acceptance for thirty (30) days from Tender Closing.

- .5 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 29 00 Project Particulars and Measurement.
- .6 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within seven (7) days of written notice of award.
- .7 That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .8 That if certified cheque is forfeited, Owner will retain difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.
- .9 That the Contract Documents include:
 - .1 Description of Work and List of Drawings
 - .2 Instructions to Tenderers
 - .3 Tender Form
 - .4 Standard Construction Contract
 - .5 Supplementary General Conditions
 - .6 Supplementary Specifications
 - .7 Drawings
 - Cover Sheet
 - C01 Site Plan
 - C02 Site Plan and Details
- .8 Addenda as issued and as confirmed in subsection 2.4 of this section.

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Item Description	Unit	Qty.	Unit Price	Amount
.1 Mobilization/Demobilization	L.S.	1	<u>11,200.00</u>	<u>11,200.00</u>
.2 Environmental Controls	L.S.	1	<u>13,300.00</u>	<u>13,300.00</u>
.3 Removals and Disposal	L.S.	1	<u>62,400.00</u>	<u>62,400.00</u>
.4 Timber Boardwalk Install	L.S.	1	<u>316,100.00</u>	<u>316,100.00</u>
.5 Class A Gravel	L.S.	1	<u>67,100.00</u>	<u>67,100.00</u>
.6 150mm Drainage Pipe	M	16	<u>91.00</u>	<u>1,456.00</u>
.7 Reinstatement	L.S.	1	<u>62,400.00</u>	<u>62,400.00</u>
Estimated Contract Price (Excluding HST)			\$ <u>533,956.00</u>	
Add HST at 15% of Estimated Contract Price			\$ <u>80,093.40</u>	
Total Amount Payable			\$ <u>614,049.40</u>	

Tenderer's HST Registration Number 102534872

5. COMPLETION TIME

Tenderer agrees to make every reasonable effort to achieve Substantial Performance of the work on or before **March 31, 2025**.

Town of North Rustico
Seawalk Boardwalk Replacement
North Rustico, PEI
Contract No. 242648.00

Tender Form
(Unit Price)

Section 00 41 43
Page 4

October 2024

6. SIGNATURES*

DATED THIS 25th DAY OF October, 2024.

[Seal]

Island Coastal Services Ltd.

Name of Firm Tendering

Signature of Signing Officer

D. Blair MacLauchlan, President
Name and Title (Printed)

Signature of Signing Officer

Name and Title (Printed)

S. MacCall
Witness

Witness

82 Hillstrom Avenue, Charlottetown, PE C1E 2C6

Company Address

902-892-1062

Telephone No.

902-200-0551

Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

END

BID BOND

Bond No.: 904000981-24-53

Bond Amount: 10% OF TENDER

ISLAND COASTAL SERVICES LTD. as Principal, hereinafter called the Principal, and **Intact Insurance Company** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **TOWN OF NORTH RUSTICO** as Obligee, hereinafter called the Obligee, in the amount of **10% OF TENDER AMOUNT 00/100 Dollars (10% OF TENDER)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written tender to the Obligee dated the **25TH** day of **OCTOBER 2024**, for

SEAWALK BOARDWALK REPLACEMENT

Provided, however, neither the Principal nor the Surety shall be bound hereunder unless the Obligee prior to execution of the final contract bonds shall furnish evidence satisfactory to the Principal and the Surety that financing has been firmly committed to cover the entire cost of the project.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee’s bid documents, or, if no time period is specified in the Obligee’s bid documents, within **Sixty Days (60)** days from the closing date as specified in the Obligee’s bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **24TH** day of **OCTOBER**, in the year **2024**.

SIGNED and SEALED

ISLAND COASTAL SERVICES LTD.

in the presence of



Witness as to Principal



Principal

INTACT INSURANCE COMPANY



MARY BETH MCINNIS, Attorney-in-fact

SURETY'S CONSENT

Date: 24 October 2024

No: 904000981-24-53

WHEREAS **ISLAND COASTAL SERVICES LTD.** (Principal) has submitted a written tender to **TOWN OF NORTH RUSTICO** (Obligee) dated **25TH** day of **OCTOBER, 2024**.

Concerning: **SEAWALK BOARDWALK REPLACEMENT**

Provided, however, neither the Principal nor the Surety shall be bound hereunder unless the Obligee prior to execution of the final contract bonds shall furnish evidence satisfactory to the Principal and the Surety that financing has been firmly committed to cover the entire cost of the project.

and the condition of this obligation being such that the Principal shall have the tender accepted within **SIXTY (60)** days from the closing date of tender,

we, **INTACT INSURANCE COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in the Province of **P.E.I.** as Surety, agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. - a contract performance bond (50%) of the contract price not exceeding the maximum sum of:
FIFTY PERCENT OF THE AMOUNT OF TENDER

2. - a labour and material payment bond for (50%) of the contract price not exceeding the maximum sum of:
FIFTY PERCENT OF THE AMOUNT OF TENDER

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.

INTACT INSURANCE COMPANY



MARY BETH MCINNIS, ATTORNEY-IN-FACT