

**DEPARTMENT OF TRANSPORTATION, INFRASTRUCTURE AND ENERGY
Province of Prince Edward Island**

TENDER FORM AND AGREEMENT

THIS AGREEMENT made by and between, herein called the Contractor, the Party of the First Part and The Government of Prince Edward Island as represented by the Minister of Transportation, Infrastructure and Energy, herein called the Minister, the Party of the Second Part.

WHEREAS the Parties hereto are desirous of entering into a formal agreement setting out the terms and conditions of employment and service;

NOW THEREFORE THIS AGREEMENT WITNESS TO that in consideration of the premises and of the mutual and several promises and undertakings hereinafter expressed, the Parties hereto covenant, undertake and mutually agree and promise each other as follows:

1. DEFINITIONS

The definition of terms used in this contract agreement shall conform in all respects to the definition of terms contained in the document entitled "General Provisions and Contract Specifications for Highway Construction", published by the Department of Transportation, Infrastructure and Energy of the Province of Prince Edward Island, as amended on the date of closing of tenders pursuant to this Agreement.

2. GENERAL COVENANT

The Contractor hereby covenants and agrees with the Government as herein provided in connection with the following work, namely;

SUPPLY OF GRANULAR B - PRINCE COUNTY

Description of Work: To supply Class B granular in accordance with the specifications and provisions of this contract.

**SEALED BIDS TO BE RETURNED TO:
The Department of Transportation, Infrastructure and Energy
Highway Maintenance Division
64 Park Street, P.O. Box 2000
Charlottetown, PE C1A 7N8**

TENDER CLOSES 2:00 p.m., TUESDAY, MAY 21st, 2019

3. No Implied Contract

It is hereby understood and agreed between the parties hereto that no implied contract of any kind whatsoever, by, or on behalf, of the Minister shall arise or be implied from anything contained in this Contract, or from any position or situation of the parties at any time, and that this Contract made by the Minister is, and shall be, the only Contract upon which any rights against the Minister are to be founded.

4. How Party of the First Part is Read

Whenever this agreement is entered into by more than one party or parties of the first part, the word "Contractor" shall be read "Contractors," and pronouns in the contract referring to the Contractor shall be read as plural and whenever a corporation is the Party of the First Part, the said pronouns shall be read accordingly.

5. Consideration of Clauses as Covenants

Wherever it is stipulated that anything shall be done or performed by either of the Parties hereto, it shall have the same effect and be constructed as if such Party had entered into a covenant with the other Party to do or perform the same, and as if such covenant had been expressly made on the part of the Contractor, not only on the Contractor's own behalf, but also on the behalf of the Contractor's legal representative, successors or assigns; and as if any such covenant on the part of the Minister has been made on behalf of the Minister, and the Minister's successors in office.

6. Contractors Submission Respecting the Agreement

The Contractor shall, as part of the Contractor's submission respecting this contract, complete the attached Schedule B, Identification of Principles; Schedule C, Schedule of Tendered Unit Prices; Schedule D, Schedule of Equipment to be used on the work; and Schedule E, Schedule of Subcontractors.

The contract, including all appended schedules, shall be completed in complete conformity with the instructions to bidders contained in the document entitled "General Provisions and Contract Specification for Highway Construction."

In presenting the Contractor's submission for consideration by the Minister, the Contractor understands that until, and unless, the contract is endorsed by the Minister, no contract between the parties shall exist and the Minister shall not be bound to endorse any contract.

7. Performance by Contractor

The Contractor, at the Contractor's own expense, shall, except as herein otherwise specifically provided, furnish and provide all and every kind of labour and superintendence, services, tools, implements, machinery, plant materials, articles and whatsoever is necessary for the due execution of the work.

The Contractor shall fully construct and erect the work in the most thorough, professional and substantial manner, in every respect to the satisfaction and approval of the Engineer. The Contractor shall complete the work within the time specified herein and deliver it to the Minister in the manner and upon the terms and conditions of the Contract.

8. Bid and Performance Security

N/A

9. Minister Covenants to Pay

In consideration of the faithful performance by the Contractor of all and singular covenants, agreements and provisions of the Contract, the Minister hereby covenants and agrees with the Contractor that, on the full completion by the Contractor of all the work as specified in the Contract, within the time specified and limited for the final completion thereof, and to the entire satisfaction of the Engineer to be evidenced by the certificate of the Engineer in writing, the said Minister will well and truly pay, or cause to be paid, to the said Contractor the amount of the Contract price, representing the actual quantities in the several items in the Schedule of Prices, identified as Schedule C to this agreement, at the unit prices or lump sum prices quoted by the Contractor. This amount paid to the Contractor as above, shall include all and every kind of work, labour, superintendence, services, tools, implements, machinery, plant materials, articles and things whatsoever necessary for the full execution and completion of the work to the entire satisfaction of the Engineer.

10. Final Payment

It is hereby agreed by the parties hereto that the payment of the final amount due under the Contract, and the adjustment and payment of any bills that may be rendered for work done, in accordance with any alteration in or addition to the same, shall release the Minister from any and all claims or liability on account of work performed under the said Contract or any alteration in or addition to the same.

11. No Waiver

It is hereby agreed that no condoning, excusing, or overlooking by the Minister, or any person acting on the Minister's behalf on previous occasions of breaches or defaults similar to that for which any action is taken or power is exercised, or forfeiture is claimed or enforced against the Contractor, shall be taken as a waiver of any provisions of the Contract, or as defeating, affecting or prejudicing in any way the right of the Minister under the Contract.

12. Components of the Contract

Any and all plans or drawings prepared by the Department, the document titled "General Provisions and Contract Specifications for Highway Construction", the advertisement, the Tender Form and Agreement together with Schedule A, Schedule of Special Provisions; Schedule B, Identification of Principals; Schedule C, Schedule of Tendered Unit Prices; Schedule D, Schedule of Equipment; Schedule E, Schedule of Sub-Contractors; as well as any addenda which may be issued by the Department pursuant to this Contract shall hereby be a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of the agreement.

13. FOIPP Clause

1. By submitting your bid, you agree to disclosure of the information supplied, subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPP).
2. Anything submitted in your bid that you consider to be "confidential information" because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration under the Freedom of Information and Protection of Privacy Act.

- 3. During the delivery and installation of goods and/or services, you may have access to confidential or personal information. Should this occur, you must ensure that such information is not released to any third party or unauthorized individual.
- 4. Any information provided on this contract may be subject to release under the Freedom of Information and Protection of Privacy Act. You will be consulted prior to the release of any information.

IN WITNESS WHEREOF the parties hereto have hereby caused these presents to be signed and sealed on the dates stated.

SIGNED, SEALED AND DELIVERED
by the Contractor on the [] day
of [], 2019.

SIGNED, SEALED AND DELIVERED
by the Minister on the [] day
of [], 2019.

.....
CONTRACTOR

.....
MINISTER

In the presence of:

In the presence of:

.....

.....

**SCHEDULE A
SCHEDULE OF SPECIAL PROVISIONS**

1. SCOPE OF CONTRACT

This contract will extend over two years with 50% of the amount of material in the contract being available for pickup by the Department from June 15 - October 15, 2019 and the remaining 50% being picked up between June 15 - October 15, 2020. The Contractor shall provide at the stockpile site a set of certified scales capable of weighing a tandem truck during these dates to weigh the material for payment. Failure to have certified scales or available product at the source during these dates shall remove any obligation for the Department to purchase the full contract quantity.

2. SECTION 102.12 - OPEN TRUCK HAUL

The open haul requirements are not applicable in the production of the aggregate stockpile(s).

3. SECTION 107.03 - MEASUREMENT OF WEIGHED MATERIALS

The requirement for a minimum length of 18.3 m (60 ft) set of scales shall be removed for this Contract.

4. TABLE 401-1 - GRADATION REQUIREMENT FOR AGGREGATE

The acceptable amount of material passing the 75 µm sieve shall be 3-9%.

5. TABLE 401-2 - PHYSICAL REQUIREMENTS FOR AGGREGATE

The minimum crushed material shall be 40%.

6. STOCKPILE REQUIREMENTS

All aggregate stockpiles shall be constructed in accordance with Section 401. The Contractor shall be permitted to have multiple stockpiles but they all must be located within the county. The Contractor is required to have a certified set of scales at each stockpile site as the material will be weighed by a government weigher for payment. The Contractor is responsible for securing the stockpile sites as the Department will only pay for material that has been weighed on a government ticket.

Stockpile Location (s): _____

7. LOADING

The Contractor is not required to provide a loader (with operator) for loading the material onto trucks hired by the Department but, if requested by the County Superintendent, will be compensated an additional \$1.09/tonne to do so. If the Contractor declines the loading offer, the Department will arrange to have a loader transported to the stockpile site(s).

**SCHEDULE B
IDENTIFICATION OF PRINCIPALS**

Name of Contractor:

Mailing Address:

Contact Numbers:

Business -
Cell -
Fax -
e-mail -

Principal's Name:

Title:

Mailing Address:

Business -
Cell -
Fax -
e-mail -

If Contractor is a corporation in which province of Canada is the corporation registered:

SCHEDULE "C"
SCHEDULE OF ITEM FOR TENDER

Item Description and Price	Estimated Quantity	Contractor Total Price
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GRANULAR BASE: B

Section : 207 Item 20702

_____	PER Tonne.		
_____	\$ _____ 100	PER Tonne.	10,000.00
		\$ _____	

Total \$ _____

HST \$ _____

Grand Total \$ _____

PEI DEPARTMENT OF TRANSPORTATION, INFRASTRUCTURE AND ENERGY

TENDER CHECKLIST

Please ensure the following items are included/filled in prior to submitting tender:

All pages of the tender document are attached

Name of Contractor (first paragraph) - Page 1

Contract dated - Page 4

Contract signed - Page 4

Contract witnessed - Page 4

Stockpile location - Page 5

Complete Schedule "B" - Page 6

Complete Schedule "C" - Pages 7

Note: The bidder must write in ink the prices, both in words and numerals, for which the bidder proposes to do each item of the work contemplated. The bidder must extend the total for each item of the work and carry out a summation to the total value of the work to be done under the Tender.