

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

**TENDER FORM AND AGREEMENT  
Revision 0**

**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 Honourable James Aylward, herein called the Minister, the Party of the Second Part.

**WITNESS, AS FOLLOWS:**

**1. Definitions**

The definition of terms used in this Tender Form and 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 and Infrastructure 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 Minister as herein provided in connection with the following work, namely:

**Project #7 – Asphalt Resurfacing 2022**  
**Stratford Rd** (Section 02602, Station 0530-0930)  
**Kinlock Rd** (Section 50164, Station 0590-1040)  
**Keppoch Rd** (Section 50163, Station 2697-3497)  
**Carrington Rd** (Section 72522, Station 0000-0265)  
**Glencove Dr** (Section 72547, Station 0000-1188)  
**Hillview Dr** (Section 72555, Station 0000-0495)

For a total distance of 3.6 km

**This work includes:** cold planing existing asphalt (45mm), placing asphalt seal B (45 mm), and all other work necessary to complete the Contract.

**TENDER CLOSES:**

**2:00 p.m., Thursday, March 24, 2022**

(Tenders shall be delivered between 8:30 am and 2:00 pm)  
Queens County Highway Depot, 355 Brackley Pt. Rd., Charlottetown, PEI

**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 Contract 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 Contractors 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 Sub-Contractors.

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**

The Contractor hereby and herewith deposits with and delivers to the Minister, as security of the due fulfilment of the Contract, one of the following, which shall remain in effect for a minimum of 30 days after tender closing:

- a) a certified cheque equal to or greater than the amount stipulated in Schedule A – Schedule of Special Provisions, *or*
- b) a bank draft equal to or greater than the amount stipulated in Schedule A - Schedule of Special Provisions, *or*
- c) a bid format irrevocable standby letter of credit on a government approved form equal to or greater than the amount stipulated in Schedule A - Schedule of Special Provisions, *or*
- d) a bid bond equal to or greater than the amount stipulated in Schedule A - Schedule of Special Provisions. The bond shall be from a surety company authorized to carry on business in Canada guaranteeing to supply a performance bond equal to 50% of the Contract value, excluding HST and a labour and material bond equal to 25% of the Contract value, excluding HST.

Performance security must be filed with the Department before work on the project commences. This security shall be held and retained by the Minister for the due and faithful performance, observance and fulfilment by the Contractor of all the covenants, provisos, agreements, conditions and reservations in this Contract contained on the part of the Contractors to be observed, performed and complied with shall be in the form of:

- e) a certified cheque in the minimum amount of ten percent (10%) of the Contract value, excluding HST, which shall be retained until the warranty period (one (1) year after substantial completion) has elapsed, *or*
- f) a bank draft in the minimum amount of ten percent (10%) of the Contract value, excluding HST, which shall be retained until the warranty period (one (1) year substantial completion) has elapsed, *or*
- g) a performance format irrevocable standby letter of credit on a government approved form in the minimum amount of ten percent ( 10% ) of the Contract value, excluding HST, which shall be retained until the warranty period (one (1) year after substantial completion) has elapsed. A performance standby letter of credit must have an automatic renewal clause within the body of the agreement, *or*
- h) a performance bond equal to 50% of the Contract value, excluding HST and a labour and materials bond equal to 25% of the Contract value, excluding HST both of which shall be retained until the warranty period (one (1) year after substantial completion) has elapsed.

All performance security which has an expiry date which precedes the end of warranty date must be renewed prior to the time that the security would expire. The bidder will forfeit security to the Minister if the bidder fails to enter into or carry out the Contract when called upon to do so.

It is understood and agreed that the Contractor assumes risk and must bear any loss in respect to the performance security as aforesaid, occasioned by the failure or insolvency of the banks on which any cheque was drawn or in which any deposit was made in connection with the security aforesaid.

If at any time hereafter the said Contractor should make default under the said Contract, or if the Minister acting under the powers reserved in the said Contract shall determine that the said works, or any portion thereof remaining to be done, should be taken out of the hands of the Contractor and be completed in any manner or way whatsoever than by the Contractor, or if the Contractor refuses or neglects to pay for work done or materials supplied by any person in

connection with the said work, the Minister may, in either case dispose of said security for the carrying out of the construction and completion of the work of the Contract or for paying any salaries or wages for work done, or any accounts for materials supplied for the said works that may be left unpaid by the said Contractor.

In the event of any breach, default or non-performance being made or suffered by the Contractor in or in respect of any of the terms and conditions, covenants, provisions, agreements, or restrictions herein contained, which on the part of the said Contractor should be observed, performed or complied with, the said security so delivered to or deposited with the Minister or by the Minister received in respect thereof, shall by the Contractor, be forfeited absolutely to the Minister.

Upon the due and faithful performance, observance and fulfilment by the Contractor of all the terms, provisions, covenants, agreements, conditions, reservations, hereinbefore contained, on the part of the Contractor to be observed, performed and complied with, the Minister shall surrender the performance security.

**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 Contract, 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; and 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 Contract as fully and to the same effect as if the same had been set forth at length in the body of the Contract.

**13. Completion of Work**

The Contractor agrees to complete the work on, or before **October 28, 2022**.

**14. 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.

**15. Work Conditions**

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.

[https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual\\_9.05.pdf](https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual_9.05.pdf)

<https://psc.gpei.ca/sites/psc.gpei.ca/files/9.08%20DrugAlcoholAndMedicationPolicy.pdf>

[https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm\\_11.01.pdf](https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm_11.01.pdf)

The Contractor agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from the Owner in any way, such costs having been taken into consideration and included in the rates of payment stipulated in this Agreement.

**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 [                             ], 20[    ].

CONTRACTOR

.....  
(Authorized Signing Officer)

In the presence of:

.....  
(Witness Signature)

SIGNED, SEALED AND DELIVERED  
by the Minister on the [     ] day  
of [                             ], 20[    ].

MINISTER

.....

In the presence of:

.....  
(Witness Signature)

**SCHEDULE A  
SCHEDULE OF SPECIAL PROVISIONS**

**1) INSTRUCTIONS TO BIDDERS**

The stipulated bid security amount shall be a minimum of **\$50,000.00**. Upon award, the successful Contractor shall replace the Bid Security with the Performance Security.

A mandatory preconstruction meeting between the successful Contractor and the Department shall be held in advance of construction startup, location to be determined.

The Department may require a levelling course of hot mix be placed prior to placement of the seal coat. No additional compensation shall be provided for this work.

**2) WORK LOCATIONS**

**Stratford Rd** (Section 02602, Station 0530-0930)

This section commences at the intersection with Stratford Rd and Kinlock Rd and proceeds west for a distance of approximately 400 metres.

**Kinlock Rd** (Section 50164, Station 0590-1040)

This section commences at the intersection of Stratford Rd and Kinlock Rd and proceeds south for a distance of approximately 450 metres.

**Keppoch Rd** (Section 50163, Station 2697-3497)

This section commences approximately 600 metres west of the intersection of Keppoch Rd and Kinlock Rd and proceeds northwest for a distance of 800 metres.

**Carrington Rd** (Section 72522, Station 0000-0265)

This section commences at the intersection of Aptos Dr and Carrington Rd and proceeds northwest for a distance of 265 metres.

**Glencove Dr** (Section 72547, Station 0000-1188)

This section commence at the intersection of Keppoch Rd and Glencove Dr and proceeds east around the loop for a distance of 1,188 metres.

**Hillview Dr** (Section 72555, Station 0000-0495)

This section commences at the south intersection of Nottingham Dr and Hillview Dr and proceeds north for a distance of 495 metres.

**3) SECTION 102.13 - SCHEDULING OF THE WORK**

The number of working days stipulated for this Contract is **5**. These working days shall be consecutive. The Contractor is not required to submit a schedule for this project. Liquidated damages will be assessed beyond the number of working days specified above as well as the completion date as noted in this tender form and agreement. The Contractor must advise the Engineer 48 hours in advance of work starting.

**4) SECTION 106 - PROSECUTION AND PROGRESS**

The Contractor shall develop and submit to the Department (prior to mobilizing on site) a COVID-19 Safety Plan. This Plan shall include measures/procedures to meet the PEI Chief Public Health

Office COVID-19 restrictions as they relate to all pertinent activities, such as but not limited to: employees travelling to/from the site, all work activities on site, worker breaks, portable toilets, wash stations, equipment/tools sanitation, and the Contractor's monitoring system to ensure compliance. Note that all costs the Contractor incurs as part of complying with COVID-19 restrictions shall be incorporated into any and/or all bid cost items. No additional compensation shall be provided by the Department for the Contractor to comply with COVID-19 restrictions.

**5) SECTION 501 - ASPHALT CEMENT**  
**(Item 50101 - Asphalt Cement)**

Contractors shall note that for bidding purposes an artificial rack price of **\$900** per tonne shall replace the Government's posted Monthly Average Asphalt Binder Rack Price table for this contract. The artificial rack price of **\$900** per tonne shall be used as the price index when calculating the liquid asphalt cement price adjustment.

**6) SECTION 603 – HOT MIX ASPHALTIC CONCRETE**  
**(Item 60350 – Asphalt Seal: B)**

The Contractor has the option of using a portion of RAP in the production of the hot mixed asphaltic concrete surface mix B. The maximum amount of RAP permitted shall be 15% of the total weight of the combined materials. The Contractor shall be responsible for the incorporation of RAP into the asphalt concrete surface mix which shall be done in a manner as per Section 603.05 of the PEITIE General Provisions and Contract Specifications for Highway Construction. **RAP shall be incorporated into the asphalt mix through a collar on the mixing drum. The collar shall be placed as per the plant manufacturers' recommendations.** The RAP shall be free of contamination and all particles shall pass the 50 mm sieve when tested in accordance with ASTM C136.

A mix design will also be required as per section 603.03 of the PEITIE General Provisions and Contract Specifications for Highway Construction if the Contractor chooses to produce hot mixed asphaltic concrete surface mix B containing RAP. If at any point in time during construction the B mix does not meet Department specifications as determined by the Engineer, then the amount of RAP shall be reduced or removed at the discretion of the Engineer. The Contractor must have an additional conventional hot mixed asphaltic concrete surface B mix design not containing RAP completed and approved with constituent material stockpiled prior to the start of construction in the event that the B mix containing RAP does not meet contract specifications.

The RAP shall be of high quality, have a minimum asphalt content of 5.0% and meet the asphalt concrete gradation requirements in Section 603, Table 603-4 or be approved by the Engineer.

Asphalt Seal: C meeting the requirements in Section 603 may be used in place of Asphalt Seal: B. No additional compensation shall be provided for the use of one material over the other.

**7) SECTION 603.15 - HOT MIX ASPHALTIC CONCRETE - SMOOTHNESS**

Section 603.15 shall not apply to this Contract.



**8) SECTION 716 - COLD PLANE, STOCKPILE**  
**(Item 71601 - Cold Plane and Stockpile)**

The cold planning on all sections shall be paid for at the unit bid price per square metre and this shall be full compensation for cold planing, loading, transporting, stockpiling, equipment, tools, labour, and incidentals necessary to complete the work. The RAP material shall be hauled to the Brackely Depot (12-14km). No additional compensation shall be provided for this work.

**9) SECTION 907 - VEHICLE CONFIGURATIONS AND RESTRICTIONS**

The SADT on this project shall be understood to be approximately **2,207**.

**10) SECTION 908 - TRAFFIC CONTROL PLAN**  
**(Item 90802 - Traffic Control Plan)**

Work shall not proceed until all conditions of this section are met. Failure to meet these conditions shall result in a stop work order as per Section 106.07 Suspension of Work.

**SCHEDULE B  
IDENTIFICATION OF PRINCIPLES**

**Name of Contractor:**

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**Mailing Address:**

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**Telephone:**

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**Email:**

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**Principal's Name:**

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**Title:**

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**Mailing Address:**

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

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Item Description and Price	Estimated Quantity	Contractor Total Price
<b>ASPHALT CEMENT</b>		
Section: 501      Item: 50101		
	PER Tonnes	
	PER Tonnes	190.00 \$
	100	
<b>TACK COAT</b>		
Section: 601      Item: 60101		
	PER Square Metre	
	PER M2	27,710.00 \$
	100	
<b>ASPHALT SEAL: B</b>		
Section: 603      Item: 60350		
	PER Tonnes	
	PER Tonnes	3,000.00 \$
	100	
<b>COLD PLANE CONST. JOINT</b>		
Section: 705      Item: 70501		
	PER Square Metre	
	PER M2	200.00 \$
	100	
<b>COLD PLANE AND STOCKPILE</b>		
Section: 716      Item: 71601		
	PER Square Metre	
	PER M2	27,710.00 \$
	100	
<b>SIGNALLERS</b>		
Section: 901      Item: 90101		
	PER hrs	
Twenty-One Dollars and 78 Cents	21.78 PER hrs	384.00 \$
	100	8,363.52

Total Carried Forward \$ \_\_\_\_\_  
From Previous Page  
Total Carried Forward \$ \_\_\_\_\_

Project Number: 6085

# Department of Transportation and Infrastructure Province of Prince Edward Island

**PROJECT #7 - ASPHALT RE:**

-24601

Estimate: 4932

Length: 3.600 ki

## Schedule C

schedule of item for tender

Page 2 of 2

02 Mar 2022

Item Description and Price	Estimated Quantity	Contractor Total Price
<b>TEMPORARY MARKING</b>		
Section: 905            Item: 90501		
_____ PER Metres		
_____ \$ _____ PER M	4.00 \$	_____
_____ 100		
<b>TRAFFIC CONTROL PLAN</b>		
Section: 908            Item: 90802		
_____ PER hrs		
Thirty Dollars and 00 Cents _____ \$ _____ 30.00 PER hrs	80.00 \$	2,400.00
_____ 100		

Total Carried Forward \$ \_\_\_\_\_

From Previous Page

Total Carried Forward \$ \_\_\_\_\_

HST \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

**Project #7 – Asphalt Resurfacing 2022**  
**Page 13 of 14**  
**Rev. 0**

**SCHEDULE D**  
**SCHEDULE OF EQUIPMENT TO BE USED ON THE WORK**

**Project #7 – Asphalt Resurfacing 2022**  
**Page 14 of 14**  
**Rev. 0**

**SCHEDULE E**  
**SCHEDULE OF SUB-CONTRACTORS**