

**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 Minister of the Department of Transportation and Infrastructure, 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:

Route 152 & 153 – Montrose 2022

Section 15202, Station 2+810 – 2+950

Section 15203, Station 0 - 20

Section 15301, Station 9+347 – 9+387

For a distance of 0.20 kilometres

The work begins at the intersection of Route 152 (Union Road) and Route 153 (Greenmount Road) and proceeds on Union Road for approximately 140 m. It also includes approximately 60 m of work on Route 153.

The work includes: Cold planing existing asphalt (full depth), pavement excavation, earth excavation, placing select borrow (600 mm or as required), placing granular base A (250 mm), placing semi-mountable curb, placing asphalt base A (65 mm), placing asphalt seal B (45 mm), placing driveway culverts, ditching, landscaping, and all other work necessary to complete the Contract.

TENDER CLOSES:

2:00 p.m., Wednesday, April 13, 2022

(Tenders shall be delivered between 8:30 am and 2:00 pm)

Queens County Highway Depot, 355 Brackley Point Road, 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 **September 2, 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/9.08%20DrugAlcoholAndMedicationPolicy.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[].

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

CONTRACTOR

MINISTER

.....
(Authorized Signing Officer)

.....

In the presence of:

In the presence of:

.....
(Witness Signature)

.....
(Witness Signature)

**SCHEDULE A
SCHEDULE OF SPECIAL PROVISIONS**

- 1) **SECTION 100 - GENERAL PROVISION**
The 2022 PEIDTI General Provisions and Contract Specifications for Highway Construction shall apply to this contract.
- 2) **INSTRUCTIONS TO BIDDERS**
The stipulated bid security amount shall be a minimum of **\$41,000.00**. 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.
- 3) **SECTION 102.13 - SCHEDULING OF THE WORK**
The number of working days stipulated for this Contract is **20**. These working days shall be consecutive. Liquidated damages will be assessed beyond the approved schedule.
Utility crews (Aliant, Maritime Electric, etc.) will be carrying out work on site at various stages of the project. The Contractor shall coordinate their schedules with this work and no additional compensation will be provided for any delays. Should any utility poles require to be braced during construction, costs associated with this work shall be absorbed by the Contractor.
Regular job site meetings will be held to discuss job progress, environmental concerns, safety, traffic flow etc. The Contractor shall make available for this meeting a representative with the authority to act for the Contractor.
Driveway accesses must be maintained throughout the project. Contractor shall coordinate culvert removal and replacement with residents and businesses.
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 301 – STORM SEWER PIPE INSTALLATION**
(Item 30101 – Storm Sewer: 300MM PCP)
All pipe, couplings, elbows and safety grates (inlet and outlet grates) including connections to the existing system and any structures are to be supplied by the Contractor and included in the unit bid price. No additional compensation shall be provided for this work.
Double Walled Polyethylene (DWP) pipe meeting the requirements in Section 301 may be used in place of PCP. No additional compensation shall be provided for the use of one material over the other.
- 6) **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.

7) **SECTION 603 – HOT MIX ASPHALTIC CONCRETE**

(Item 60301 – Asphalt Base: A; 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. 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 mix which shall be done in a manner as per Section 603.05 of the PEI DTI General Provisions and Contract Specifications for Highway Construction. RAP shall be incorporated into the asphalt mix as part of the cold feed system and shall enter the asphalt plant through a collar on the mixing drum. The collar shall be placed as per the plant manufactures recommendations. The RAP shall have a minimum asphalt content of 5.3% and shall be free of contamination and all particles shall pass the 50 mm sieve when tested in accordance with ASTM C136. In determination of the RAP asphalt content an assumed correction factor of 0.3% will be used when tested in accordance with ASTM D6307.

A mix design will also be required as per section 603.03 of the PEI DTI General Provisions and Contract Specifications for Highway Construction if the Contractor chooses to produce hot mixed asphaltic concrete containing RAP. If at any point in time during construction the asphalt 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 mix design not containing RAP completed and approved with constituent material stockpiled prior to the start of construction in the event that the mix containing RAP does not meet contract specifications.

57 tonnes of RAP material produced during cold planing operations will be provided to the Contractor for this Contract. This RAP shall be hauled to the Contractors stockpile and weighed at the contractors own expense. No additional compensation shall be provided

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

Section 603.15 shall not apply to this Contract.

9) **SECTION 712 – COLD PLANE, STOCKPILE, AND REPLACE RAP AS SHOULDER MATERIAL
(Item 71201 – RAP: Shoulder Material)**

This item shall be for cold planning the existing roadway full width at full depth. The transportation of the RAP to the temporary stockpile and from the temporary stockpile to the site (shoulders) shall be a closed haul. Work shall include the cold planing, removal, stockpiling and placement of RAP as shoulder material. Should more RAP material be required to shoulder the roadway it will be paid for under item 21101 – Shoulder Material.

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

The SADT on this project shall be understood to be **1,629**.

11) **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.

12) **SECTION 1102 – CURB AND GUTTER
(Item 110203: Semi-mountable Curb)**

This item shall be for this installation of semi-mountable curb. Contractor shall be responsible for ensuring any green concrete is protected from damage while curing, no additional compensation shall be provided for this work. Any costs related to repairing of damaged concrete shall be borne upon the contractor.

**SCHEDULE B
IDENTIFICATION OF PRINCIPALS**

Name of Contractor:

Mailing Address:

Telephone:

Email:

Principal's Name:

Title:

Mailing Address:

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

Department of Transportation and Infrastructure
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price	Estimated Quantity	Contractor Total Price
EXCAVATION: PAVEMENT		
Section: 203 Item: 20303		
_____	PER M3	
_____ \$ _____	PER M3	200.00 \$ _____
	100	
EXCAVATION: EARTH WASTE		
Section: 203 Item: 20307		
_____	PER M3	
_____ \$ _____	PER M3	2,350.00 \$ _____
	100	
BORROW: SELECT		
Section: 206 Item: 20602		
_____	PER Tonnes	
_____ \$ _____	PER Tonnes	3,500.00 \$ _____
	100	
GRANULAR BASE: A		
Section: 207 Item: 20701		
_____	PER Tonnes	
_____ \$ _____	PER Tonnes	1,500.00 \$ _____
	100	
FINE GRADING		
Section: 208 Item: 20801		
_____	PER Square Metre	
_____ \$ _____	PER M2	2,000.00 \$ _____
	100	
TOPSOIL: LANDSCAPING		
Section: 212 Item: 21202		
_____	PER M3	
_____ \$ _____	PER M3	150.00 \$ _____
	100	
	Total Carried Forward \$ _____	
	From Previous Page	
	Total Carried Forward \$ _____	

Department of Transportation and Infrastructure
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price	Estimated Quantity	Contractor Total Price
RANDOM RIP-RAP: R5		
Section: 213 Item: 21301		
PER Tonnes		
\$ _____	16.00	\$ _____
100		
DITCHING		
Section: 215 Item: 21501		
PER Metres		
\$ _____	230.00	\$ _____
100		
BEDDING MATERIAL: SAND		
Section: 220 Item: 22004		
PER Tonnes		
\$ _____	50.00	\$ _____
100		
STORM SEWER: 300MM PCP		
Section: 301 Item: 30101		
PER Metres		
\$ _____	85.00	\$ _____
100		
CATCH BASIN: 1050MM PCP		
Section: 302 Item: 30202		
PER unit		
\$ _____	1.00	\$ _____
100		
CATCH BASIN: 750MM PCP		
Section: 302 Item: 30216		
PER unit		
\$ _____	1.00	\$ _____
100		

Total Carried Forward \$ _____
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Total Carried Forward \$ _____

Department of Transportation and Infrastructure
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price	Estimated Quantity	Contractor Total Price
CULVERT REMOVAL		
Section: 308 Item: 30801		
PER Metres		
\$ _____ PER M	9.00 \$	_____
100		
CULVERT END TREATMENT		
Section: 312 Item: 31201		
PER unit		
\$ _____ PER unit	1.00 \$	_____
100		
ASPHALT CEMENT		
Section: 501 Item: 50101		
PER Tonnes		
\$ _____ PER Tonnes	25.00 \$	_____
100		
TACK COAT		
Section: 601 Item: 60101		
PER Square Metre		
\$ _____ PER M2	1,450.00 \$	_____
100		
ASPHALT BASE: A		
Section: 603 Item: 60301		
PER Tonnes		
\$ _____ PER Tonnes	225.00 \$	_____
100		
ASPHALT SEAL: B		
Section: 603 Item: 60350		
PER Tonnes		
\$ _____ PER Tonnes	150.00 \$	_____
100		
		Total Carried Forward \$ _____
		From Previous Page
		Total Carried Forward \$ _____

Department of Transportation and Infrastructure
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price	Estimated Quantity	Contractor Total Price
HMA DRIVEWAY MIX		
Section: 610 Item: 61003		
_____	PER Tonnes	
_____ \$ _____	PER Tonnes	16.00 \$
	100	_____
COLD PLANE CONST. JOINT		
Section: 705 Item: 70501		
_____	PER Square Metr	
_____ \$ _____	PER M2	150.00 \$
	100	_____
CUTTING PAVEMENT		
Section: 710 Item: 71001		
_____	PER Metres	
_____ \$ _____	PER M	50.00 \$
	100	_____
RAP: SHOULDER MATERIAL		
Section: 712 Item: 71201		
_____	PER Square Metr	
_____ \$ _____	PER M2	1,450.00 \$
	100	_____
WATER FOR DUST		
Section: 802 Item: 80201		
_____	PER kl	
_____ \$ _____	PER kl	50.00 \$
	100	_____
HYDROSEEDING		
Section: 803 Item: 80302		
_____	PER Square Metr	
_____ \$ _____	PER M2	1,400.00 \$
	100	_____

Total Carried Forward \$ _____
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Total Carried Forward \$ _____

Department of Transportation and Infrastructure
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price	Estimated Quantity	Contractor Total Price
SILT FENCE		
Section: 806 Item: 80601		
_____	PER Metres	
\$ _____	PER M	25.00 \$
	100	_____
SODDING		
Section: 809 Item: 80901		
_____	PER Square Metre	
\$ _____	PER M2	110.00 \$
	100	_____
STRAW BALE BARRIER		
Section: 811 Item: 81101		
_____	PER bale	
\$ _____	PER bale	12.00 \$
	100	_____
SIGNALLERS		
Section: 901 Item: 90101		
_____	PER hrs	
Twenty-One Dollars and 78 Cents	\$ 21.78 PER hrs	800.00 \$
	100	17,424.00
PAVEMENT EDGE DELINEATOR		
Section: 904 Item: 90401		
_____	PER unit	
\$ _____	PER unit	5.00 \$
	100	_____
TEMPORARY MARKING		
Section: 905 Item: 90501		
_____	PER Metres	
\$ _____	PER M	10.00 \$
	100	_____

Total Carried Forward \$ _____
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Total Carried Forward \$ _____

Project Number: 6102

ROUTE 152 & 153 - MONTRC

-24422

Estimate: 4945

Length: 0.200 ki

Department of Transportation and Infrastructure
Province of Prince Edward Island

Schedule C
schedule of item for tender

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Item Description and Price	Estimated Quantity	Contractor Total Price
RAISED TEMPORARY MARKING		
Section: 905 Item: 90502		
_____ PER unit		
_____ \$ _____ PER unit	10.00 \$	_____
	100	
TRAFFIC CONTROL PLAN		
Section: 908 Item: 90802		
_____ PER hrs		
Thirty Dollars and 00 Cents _____ \$ _____ PER hrs	175.00 \$	5,250.00
	100	
SEMI-MOUNTABLE CURB		
Section: 1102 Item: 110203		
_____ PER Metres		
_____ \$ _____ PER M	115.00 \$	_____
	100	

Total Carried Forward \$ _____

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Total Carried Forward \$ _____

HST \$ _____

Grand Total \$ _____

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SCHEDULE D
SCHEDULE OF EQUIPMENT TO BE USED ON THE WORK

SCHEDULE E
SCHEDULE OF SUB-CONTRACTORS

**SCHEDULE F
ADDITIONAL FUEL ADJUSTMENTS**

Payment Adjustment for Fuel Cost

Compensation payable to the Department or the Contractor shall be based on the difference in the IRAC posted wholesale price of diesel 24 hours prior to tender closing of the Contract (Tender Fuel Price) and the IRAC posted wholesale price when the work was completed for the applicable item. This shall be calculated in accordance with the following:

The Department shall adjust payments to the Contractor under the applicable Item in the Contract Document based on the Island Regulatory and Appeals Commission (IRAC) historical Petroleum prices for Wholesale Diesel . The price is available on the IRAC website: <https://irac.pe.ca/petrol/current-petroleum-prices/>

The payment adjustment will be established for each IRAC approved adjustment during the time that Work is performed on any of the items in Table 1 and when the Wholesale Price (WP) differed from the Tender Fuel Price (TFP) by more than 5%.

The adjustments will be calculated using the Nominal Fuel Consumption Rates (NFCR) in Table 1 and the formulae shown below. The Department shall submit a statement to the Contractor identifying, by Item, the Fuel Adjustment (FA), the associated NFCA, and the Material Quantity (MQ) as identified on the previous Progress Estimate

**Table 1
Nominal Fuel Consumption Rates (NFCRs) by Item**

Item #	Description	NFCR
20306/20307	Excavation	1.0 L/m ³
20601/20602/20603/20604	Borrow	0.5 L/t or 1.0 L/m ³
20701	Aggregate Base/Subbase	0.6 L/t
60301/60326/60350/61003	Asphalt Base/Seal	5.0 L/t

The payment adjustment shall be calculated as follows, where:

FA = Fuel Adjustment

WP = Wholesale Price

TFP = Tender Fuel Price (posted price 24 hrs prior to tender closing)

NFCR = Nominal Fuel Consumption Rate

MQ = Material Quantity

When $WP > 1.05 TFP$, the FA is an additional payment to the Contractor as follows:

$$FA = (WP - 1.05TFP) \times NFCR \times MQ$$

When $WP < 0.95 TFP$, the FA is a deduction from payments due to the Contractor as follows:

$$FA = (WP - 0.95TFP) \times NFCR \times MQ$$

Examples:

1. A Contractor completes placement of 10,000 tonnes of select borrow and 5,000 tonnes of granular A. During the work period, IRAC approved four adjustments to the Wholesale diesel price which are as follows: \$1.11/L, \$1.15/L, \$1.23/L & \$1.26/L. The price of wholesale diesel 24 hours prior to the tender closing was \$0.90/L.
 - a) Within the first fuel adjustment IE. when the diesel price was \$1.11/L, 8,000 tonnes of borrow was placed and no granular was placed.
 - b) Within the second fuel adjustment IE. when the diesel price was \$1.15/L, 2,000 tonnes of borrow was placed and 1,500 tonnes of granular was placed.
 - c) Within the third adjustment IE. when the diesel price was \$1.23/L, 2,000 tonnes of granular was placed.
 - d) Within the final adjustment IE. when the diesel price was \$1.26/L, 1,500 tonnes of granular was placed.

Calculation

FA = Fuel Adjustment

NFCR = Nominal Fuel Consumption Rate, = 0.5l/t for borrow, = 0.6l/t for granular

MQ = Material Quantity

	Borrow	Granular
Work @ \$1.11 =	8,000t	0
Work @ \$1.15 =	2,000t	1,500t
Work @ \$1.23 =	0	2,000t
Work @ \$1.26 =	0	1,500t

TFP = Tender Fuel Price = \$0.90/L

WP is greater than 1.05*TFP therefore FA = (WP – 1.05TFP) x NFCR x MQ

		WP	(WP – 1.05TFP) (\$/l)	NFCR (l/t)	MQ (t)	Payment (\$)
Work @ \$1.11	Borrow	\$1.11	\$0.17	0.5	8000	\$680.00
	Granular	\$1.11	\$0.17	0.6	0	\$0.00
Work @ \$1.15	Borrow	\$1.15	\$0.21	0.5	2000	\$210.00
	Granular	\$1.15	\$0.21	0.6	1500	\$189.00
Work @ \$1.23	Borrow	\$1.23	\$0.29	0.5	0	\$0.00
	Granular	\$1.23	\$0.29	0.6	2000	\$348.00
Work @ \$1.26	Borrow	\$1.26	\$0.32	0.5	0	\$0.00
	Granular	\$1.26	\$0.32	0.6	1500	\$288.00

\$1,715.00 Payment

2. A Contractor completes placement of 4,500 tonnes of asphalt. During the work period, IRAC approved four adjustments to the Wholesale diesel price which are as follows: \$0.80/L, \$0.82/L, \$0.88/L & \$0.80/L. The price of wholesale diesel 24 hours prior to tender closing was \$1.35/L.
 - a) Within the first adjustment IE. when the diesel price was \$0.80/L, 1,200 tonnes of asphalt was placed.
 - b) Within the second fuel adjustment IE. when the diesel price was \$0.82/L, 1,000 tonnes of asphalt was placed
 - c) Within the third fuel adjustment IE. when the diesel price was \$0.88/L, 900 tonnes of asphalt was placed.
 - d) Within the final fuel adjustment IE. when the diesel price was \$0.80L, 1,400 tonnes of asphalt was placed.

Calculation

FA = Fuel Adjustment

NFCR = Nominal Fuel Consumption Rate = 5 l/t for seal

MQ = Material Quantity

Work @ \$0.80 = 1,200t
 Work @ \$0.82 = 1,000t
 Work @ \$0.88 = 900t
 Work @ \$0.80 = 1,400t

TFP = Tender Fuel Price = \$1.35/L

WP is less than 0.95*TFP therefore FA = (WP - 0.95*TFP) x NFCR x MQ

	WP	(WP-0.95*TFP) (\$/l)	NFCR (l/t)	MQ (t)	Payment (\$)
Work @ \$0.80	\$0.80	-\$0.48	5	1200	-\$2,880.00
Work @ \$0.82	\$0.82	-\$0.46	5	1000	-\$2,300.00
Work @ \$0.88	\$0.88	-\$0.40	5	900	-\$1,800.00
Work @ \$0.80	\$0.80	-\$0.48	5	1400	-\$3,360.00

-\$10,340.00 Deduction