DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE RENEWAL
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 Paula J. Biggar, 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 Renewal 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 15 - Brackley, 2015
District 9
Section 01501, Station 1+500 -1+800
For a total distance of 0.300km.

This project commences 1500 m north of the intersection with Sherwood Rd, and proceeds northerly on Route 15 (Brackley Point Rd), for a distance of 300 metres.

The work includes: The construction of a left turn lane into the new Queens County Highways Depot site located on Brackley Pt Rd and paving of the Queens County Highways Depot site. The work on Route 15 consists of cold planing the existing asphalt (50 mm +/-15 mm), excavating for road widening, placing select borrow (600 mm), placing granular “A” (450 mm), placing asphalt base “A” (75 mm), placing asphalt seal “B” (50 mm), installing culverts, shouldering, landscaping; and all other work necessary to complete the Contract.

TENDER CLOSES:
2:00pm, Tuesday, August 11, 2015
11 Kent Street, 3rd Floor Jones Building, Charlottetown, PE

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 in the amount stipulated in Schedule A - Schedule of Special Provisions.

OR

b) a bank draft in 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 in the amount stipulated in Schedule A - Schedule of Special Provisions.

OR

d) a bid bond in 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 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 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

g) 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 which shall be retained until the warranty period (one (1) year after Substantial Completion) has elapsed.

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 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 30, 2015.**

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.

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

In the presence of:

.....

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

.....
MINISTER

In the presence of:

.....

SCHEDULE A
SCHEDULE OF SPECIAL PROVISIONS

1) INSTRUCTIONS TO BIDDERS

The stipulated Bid Security amount shall be $50,000.00. Upon award, the successful contractor shall replace the Bid Security with a Performance Security.

2) SECTION 102.13 - SCHEDULING OF THE WORK

Sub-section 102.13 - Scheduling of the Work
The number of working days stipulated for this contract is **25** working days.

3) SECTION 103 - SCOPE OF WORK

The work method on Rte 15 shall be as follows:

- install environmental controls
- cold plane entire roadway and shoulders 50 mm
- excavate the west shoulder and widen road to allow for new left turn lane and tapers on Rte 15.
- place select borrow 600 mm thick and granular “A” 450 mm thick in widened areas
- place one 75 mm lift of asphalt base “A” in widened areas
- place 50 mm lift of asphalt seal “B” over the entire roadway
- place RAP material on shoulders
- installing culverts
- re-grade and slope ditches as necessary

The work method on the new Queens County Highways Depot site shall be as follows:

- fine grading existing granular subbase (including proof rolling)
- place one 75 mm lift of asphalt base “A”
- hand placement of asphalt as required

Note: The paving on the Queens County Highways Depot site will take place in the 3 areas identified on the attached drawing labelled “Queens County Highways Depot Site”. Paving of each area shall be completed in phases as directed by the Engineer.

4) SECTION 301 - STORM SEWER INSTALLATION

Item No. 30141 Storm Sewer: 250 mm PVC
Remove existing 250mm driveway pipes and reinstall as shown on drawing, sheet 1 of 3.

5) SECTION 306 - DRIVEWAY CULVERT PLACEMENT

Item No. 30606 Driveway Culvert 450mm PCP
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.

SCHEDULE A
SCHEDULE OF SPECIAL PROVISIONS

6) SECTION 501 - ASPHALT CEMENT

Item No. 50101 Asphalt Cement
Contractors shall note that for bidding purposes an artificial rack price of **$750** per tonne (without anti-strip) shall replace the Government's posted Monthly Average Asphalt Binder Rack Price table for this contract. The artificial rack price of **$750** per tonne (without anti-strip) shall be used as the price index when calculating the liquid asphalt cement price adjustment.

7) SECTION 603.15 - HOT MIX ASPHALTIC CONCRETE - SMOOTHNESS

Section 603.15 shall not apply to this Contract.

In addition, bump/dip measurements based on the California Profilograph in accordance with ASTM E-1274 shall be measured by PEITIR for the 20 m segments at all ends of the completed Contract defined by the transverse construction joints. Individual bump/dip for each wheel path at each transverse construction joint segment shall be subject to price adjustments as described in table below. The wheel path resulting in the total pay adjustment that is numerically greatest at each transverse construction joint location shall apply.

The total bump/dip pay adjustments for the completed Contract shall be the summation of all transverse construction joint segments.

Bump/Dip	Price Adjustment
8.5 - 9.4 mm	$ (50.00)
9.5 - 10.4 mm	$ (100.00)
10.5 - 11.4 mm	$ (200.00)
11.5 - 12.4 mm	$ (300.00)
12.5 - 13.4 mm	$ (400.00)
13.5 - 14.4 mm	$ (500.00)

Bump/Dip	Price Adjustment
14.5 - 15.4 mm	$ (600.00)
15.5 - 16.4 mm	$ (700.00)
16.5 - 17.4 mm	$ (800.00)
17.5 - 18.4 mm	$ (900.00)
≥18.5 mm	$ (1,000.00)

A) For each 20 metre segment, as defined by the transverse construction joint, which contains no bump/dip occurrences greater than 5 mm shall be subject to a lump sum price adjustment bonus of $2,500.

B) For each 20 metre segment, as defined by the transverse construction joint, which contains no bump/dip occurrences greater than 8.5 mm shall be subject to a lump sum price adjustment bonus of $500.

SCHEDULE A
SCHEDULE OF SPECIAL PROVISIONS

In the event of a lump sum price adjustment bonus, only A or B shall apply.

Example:

Lane 1, Westbound -	Inside Wheel Path Adjustment	**($600.00)**
	Outside Wheel Path Adjustment	($900.00)
Lane 1, Eastbound -	Inside Wheel Path Adjustment	**($200.00)**
	Outside Wheel Path Adjustment	($500.00)
Lane 2, Westbound -	Inside Wheel Path Adjustment	($200.00)
	Outside Wheel Path Adjustment	**$500.00**
Lane 2, Eastbound -	Inside Wheel Path Adjustment	**$2,5000.00**
	Outside Wheel Path Adjustment	($500.00)

Total Pay Adjustment: ($600.00) + ($200.00) + $500.00 + $2,500.00 = $2,200.00

8) SECTION 603 - HOT MIX ASPHALTIC CONCRETE

Item No. 60358 HMA Patching

Hot Mix Asphalt for this item shall be hand placed and compacted (50mm) in small areas (ranging in size from 1' × 6' to 6' × 6') surrounding the proposed salt storage building as directed by the Engineer. This work is to be completed in conjunction with Asphalt Area 2 as shown on the attached drawing labelled “Queens County Highways Depot Site”.

9) SECTION 708 - POLYSTYRENE FOAM BOARD PLACEMENT

Item No. 70803 Polystyrene Insulation

Insulation shall be placed under 250 mm storm sewer pipe as shown in detail on sheet 2 of 3 and in area as shown on sheet 1 of 3.

10) SECTION 712 - COLD PLANE, STOCKPILE AND REPLACE RAP AS SHOULDER MATERIAL

Item No. 71201 RAP:Shoulder Material

Placement of (RAP) on shoulder will not be permitted before the asphalt seal has been placed. Once placement of the shoulder material is complete, the excess material (RAP) will be hauled **(7 km)** to the Charlottetown TIR Maintenance Yard and stockpiled. The Contractor shall be required to load and transport and stockpile the excess RAP from the temporary stockpile onto the

SCHEDULE A
SCHEDULE OF SPECIAL PROVISIONS

trucks and deliver to the designated site with no additional compensation being provided.

The transportation of the RAP to the temporary stockpile and from the temporary stockpile to the site (shoulders) shall be a closed haul.

The transportation of excess material from the temporary stockpile to any stockpile sites determined by the Department shall be an open haul, and open haul rates shall apply. Should the actual haul distance differ from the specified distance, a price adjustment (increase or decrease) shall apply based on the actual haul distance.

11) SECTION 716 - COLD PLANE, TRANSPORT AND STOCKPILE

Item No. 71601 Cold Plane and Stockpile

Cold planing shall be hauled **(7 km)** to the Charlottetown TIR Maintenance Yard and stockpiled. The cold planing of asphaltic concrete, shall be paid for at the unit bid price per square metre and this shall be full compensation for cold planing, transporting, stockpiling, equipment, tools, labour, and incidentals necessary to complete the work.

Open haul rates shall apply to this item. Should the actual distance differ from the specified distance, a price adjustment (increase and decrease) shall apply based on the actual haul distance.

12) SECTION 907 - VEHICLE CONFIGURATIONS AND RESTRICTIONS

The Summer Annual Daily Traffic on this project shall be understood to be **11,252**.

SCHEDULE B
IDENTIFICATION OF PRINCIPALS

Name of Contractor:

Mailing Address:

Telephone:

Fax:

Principal's Name:

Title:

Mailing Address:

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

_____

Department of Transportation and Public Works
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price			Estimated Quantity	Contractor Total Price
EXCAVATION: EARTH WASTE				
Section: 203 Item: 20307				
		PER M3		
	$	PER M3	1,500.00 $	
	100			
BORROW: SELECT				
Section: 206 Item: 20602				
		PER Tonnes		
	$	PER Tonnes	1,700.00 $	
	100			
GRANULAR BASE: A				
Section: 207 Item: 20701				
		PER Tonnes		
	$	PER Tonnes	1,270.00 $	
	100			
FINE GRADING				
Section: 208 Item: 20801				
		PER Square Metr		
	$	PER M2	22,400.00 $	
	100			
RANDOM RIP-RAP: R5				
Section: 213 Item: 21301				
		PER Tonnes		
	$	PER Tonnes	20.00 $	
	100			
DITCHING				
Section: 215 Item: 21501				
		PER Metres		
	$	PER M	300.00 $	
	100			

Total Carried Forward $ _____
From Previous Page

Total Carried Forward $ _____

Department of Transportation and Public Works
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price			Estimated Quantity	Contractor Total Price
STORM SEWER: 250MM PVC				
Section: 301 Item: 30141				
		PER Metres		
	$	PER M	60.00 $	
	100			
DRIVEWAY CULVERT 450MM PCP				
Section: 306 Item: 30606				
		PER Metres		
	$	PER M	20.00 $	
	100			
CULVERT REMOVAL				
Section: 308 Item: 30801				
		PER Metres		
	$	PER M	2.00 $	
	100			
CULVERT END TREATMENT				
Section: 312 Item: 31201				
		PER unit		
	$	PER unit	4.00 $	
	100			
ASPHALT CEMENT				
Section: 501 Item: 50101				
		PER Tonnes		
	$	PER Tonnes	240.00 $	
	100			
TACK COAT				
Section: 601 Item: 60101				
		PER Square Metr		
	$	PER M2	3,200.00 $	
	100			

Total Carried Forward $ _____
From Previous Page

Total Carried Forward $ _____

Department of Transportation and Public Works
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price			Estimated Quantity	Contractor Total Price
ASPHALT BASE: A				
Section: 603 Item: 60301				
		PER Tonnes		
	$	PER Tonnes	4,050.00 $	
	100			
ASPHALT SEAL: B				
Section: 603 Item: 60350				
		PER Tonnes		
	$	PER Tonnes	390.00 $	
	100			
HMA PATCHING				
Section: 603 Item: 60358				
		PER Tonnes		
	$	PER Tonnes	30.00 $	
	100			
COLD PLANE CONST. JOINT				
Section: 705 Item: 70501				
		PER Square Metr		
	$	PER M2	50.00 $	
	100			
POLYSTYRENE INSULATION				
Section: 708 Item: 70803				
		PER Square Metr		
	$	PER M2	5.00 $	
	100			
RAP: SHOULDER MATERIAL				
Section: 712 Item: 71201				
		PER Square Metr		
	$	PER M2	1,375.00 $	
	100			

Total Carried Forward $ _____
From Previous Page

Total Carried Forward $ _____

Department of Transportation and Public Works
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price				Estimated Quantity	Contractor Total Price
COLD PLANE AND STOCKPILE					
Section: 716 Item: 71601					
			PER Square Metr		
	$		PER M2	850.00 $	
		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	1,500.00 $	
		100			
SIGNALLERS					
Section: 901 Item: 90101					
			PER hrs		
Fourteen Dollars and 24 Cents	$	14.24	PER hrs	450.00 $	6,408.00
		100			
TEMPORARY MARKING					
Section: 905 Item: 90501					
			PER Metres		
	$		PER M	300.00 $	
		100			
TEMPORARY OVERLAY MARKERS (TOMS)					
Section: 905 Item: 90506					
			PER unit		
	$		PER unit	10.00 $	
		100			

Total Carried Forward $ _____
From Previous Page

Total Carried Forward $ _____

Department of Transportation and Public Works
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price				Estimated Quantity	Contractor Total Price
TRAFFIC CONTROL PLAN					
Section: 908 Item: 90802					
			PER hrs		
Nineteen Dollars and 20 Cents	$	19.20	PER hrs	150.00 $	2,880.00
		100			
STRAW BALES					
Section: 1360 Item: 136032					
			PER bale		
	$		PER bale	20.00 $	
		100			

Total Carried Forward $ _____
From Previous Page

Total Carried Forward $ _____

14% HST $ _____

Grand Total $ _____

SCHEDULE D
SCHEDULE OF EQUIPMENT TO BE USED ON THE WORK

SCHEDULE E
SCHEDULE OF SUB-CONTRACTORS