

**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:

Jacques Cartier Park Shoreline Protection – Central Kildare 2023-2024

The project is located in the Jacques Cartier Provincial Park at the south end of the existing sandstone revetment wall.

The work includes: loading, transporting, placing and shaping large sandstone to construct shoreline protection. Work shall also include earth excavation and the installation of geotechnical fabric.

**TENDER CLOSES:
2:00 p.m., December 6th, 2023
Queens County Highway Depot, 355 Brackley Point Road, 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 excluding HST. 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

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.

OR

8. Bid and Performance Security (continued)

- 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 **February 29, 2024**.

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

.....
(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) SECTION 100 - GENERAL PROVISION

The 2023 PEIDTI General Provisions and Contract Specifications for Highway Construction shall apply to this contract and is available online at:
https://www.princeedwardisland.ca/sites/default/files/publications/revised_final_highway_bridge_spec_2023.pdf

2) INSTRUCTIONS TO BIDDERS

The stipulated bid security amount shall be **\$25,000**. 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 at the Queen's County Highway Depot in advance of construction start up.

3) SECTION 102.13 - SCHEDULING OF THE WORK

The number of working days stipulated for this Contract is **30**. These working days shall be consecutive. Liquidated damages will be assessed beyond the approved schedule.

Work shall not be conducted **on** or **between** the dates of **December 22, 2023** and **January 1, 2024**. Work may resume on **January 2, 2024**.

4) WORK METHOD

The means of access to the site shall be determined by the Department and shall adhere to all conditions of the Environmental permit.

Any damage to roads, parking areas, grounds, slips, and infrastructure as a result of this work shall be repaired to preconstruction conditions by the Contractor at their own cost. This would include, but not limited to paving, landscaping, topsoil, and seed.

No additional compensation shall be provided to the Contractor due to tidal or weather conditions.

**5) SECTION 203 - EXCAVATION
(Item 20306 – Excav: Earth Surplus/Suitable)**

This item shall be for the excavation shown on the drawings that is required to key a trench for the toe of the new stone wall and to level the beach to a consistent grade. No additional excavation shall be measured for payment. Contractor shall ensure minimum disturbance to vegetation, dunes, and shoreline during the installation of the structures. Contractor shall reinstate any excavated areas to lines and grades that existed prior to construction. All excavated material shall be spread evenly on the adjacent beach.

**6) SECTION 213 – RANDOM RIP RAP
(Item 21327 – Rip Rap Load, Transport & Place)**

This item shall be for the loading, transporting, and placement of rip rap for shoreline protection as per the design drawings found in Schedule F – Schedule of Design Sketches.

- All Rip Rap will be provided by the Department and is stockpiled at the approximate civic address 18 Strathgartney Road, Bonshaw. The contractor is responsible to inspect for themselves the actual size, volume and location of the Sandstone Rip Rap for accessing, loading and transporting from the stockpile location.

The Contractor shall be responsible for loading the sandstone material onto trucks at the stockpile location, transporting the sandstone material approximately 120 kilometres from the stockpile location to the project location, and placing the sandstone material in accordance with the design drawings found in Schedule F – Schedule of Design Sketches.

The Contractor shall:

- Set up and calibrate scales at the stockpile location and provide a suitable scale-house (as per Appendix 4 in the 2023 PEI DTI General Provisions and Contract Specifications for Highway Construction) for weighing material leaving the stockpile site
- Use equipment suitable for handling stone of the specified size. Handle the material in such a manner to minimize damage to the stones and the structure, and to minimize disturbance, slumping and degradation of the adjacent materials
- Dumping and dozing of stone materials will only be allowed if it can be demonstrated that the resulting gradation meets the requirements specified herein, including the maximum allowable percentage below the minimum stone size.
- Place material uniformly within the lines and grades indicated on the drawings.
- Handle the material and place in such a manner as to minimize segregation and provide a well graded mass.
- Perform shaping and finishing to the required tolerances.

7) SECTION 218 – GEOTECHNICAL FABRIC
(Item 21801 – Filter Fabric)

This item shall be for the supply and placement of geotechnical fabric in the locations detailed in the design drawings. Geotechnical Fabric to be used is Woven W1.

**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:

Project Number: 6549

JACQUES CARTIER PARK S

-20585

Estimate: 5282

Length: 0.250 ki

Department of Transportation and Infrastructure Province of Prince Edward Island

Schedule C schedule of item for tender

Page 1 of 1

16 Nov 2023

Item Description and Price	Estimated Quantity	Contractor Total Price
EXCAV:EARTH SURPLUS/SUITABLE		
Section: 203 Item: 20306		
-----	PER M3	
-----	PER M3	500.00 \$
-----	100	-----
RIP-RAP LOAD, TRANSPORT & PLACE		
Section: 213 Item: 21327		
-----	PER Tonnes	
-----	PER Tonnes	3,300.00 \$
-----	100	-----
FILTER FABRIC		
Section: 218 Item: 21801		
-----	PER Square Metr	
-----	PER M2	1,200.00 \$
-----	100	-----

Total Carried Forward \$ -----

From Previous Page

Total Carried Forward \$ -----

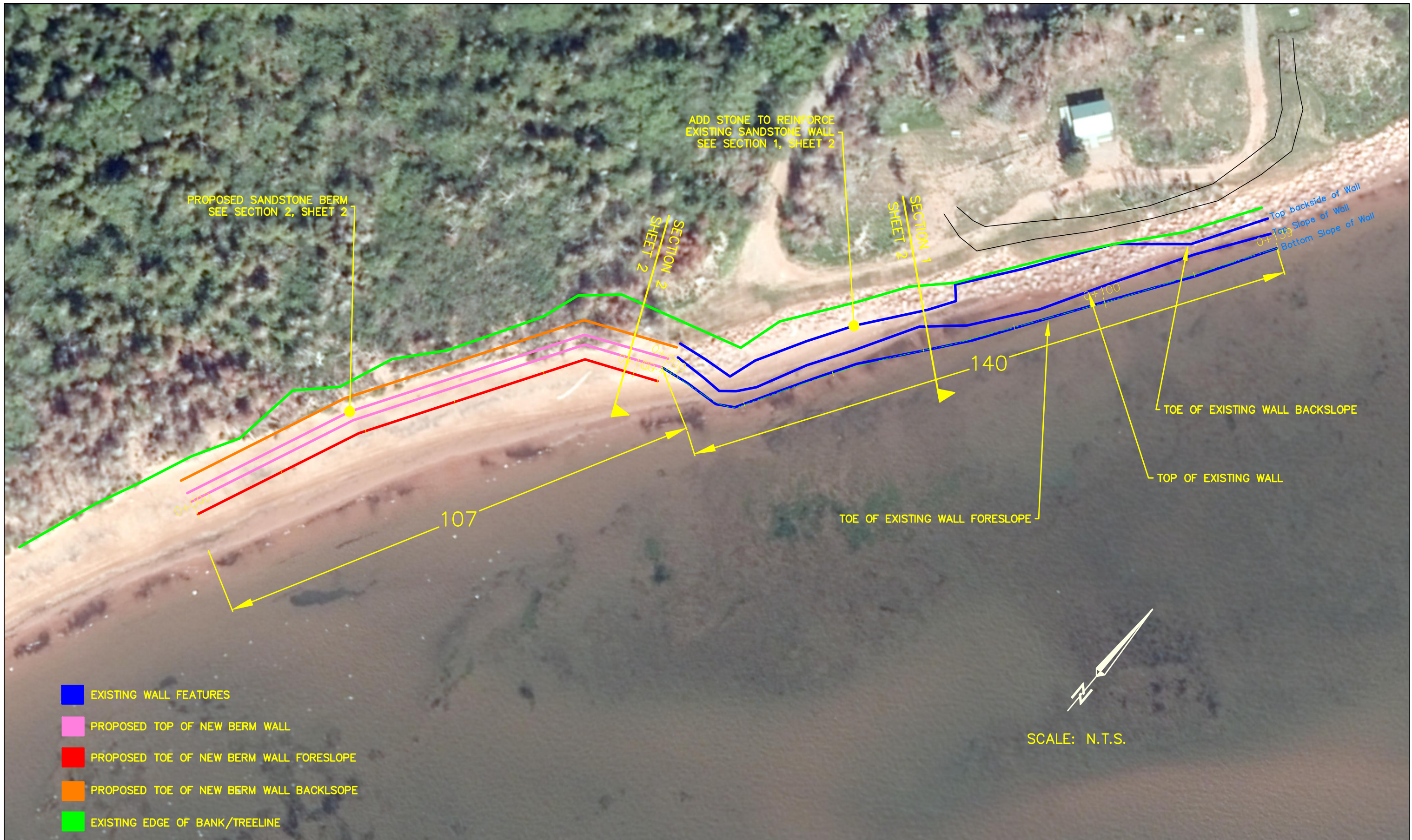
HST \$ -----

Grand Total \$ -----

SCHEDULE D
SCHEDULE OF EQUIPMENT TO BE USED ON THE WORK

SCHEDULE E
SCHEDULE OF SUB-CONTRACTORS

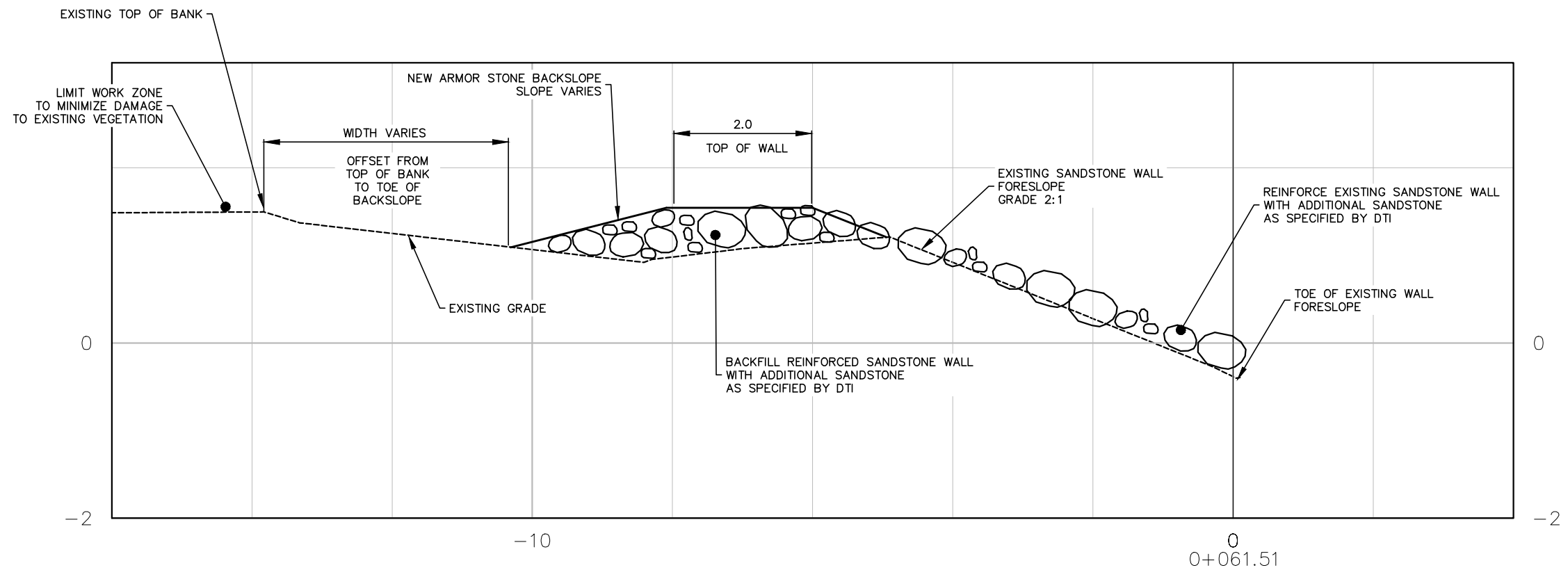
SCHEDULE F
SCHEDULE OF DESIGN SKETCHES



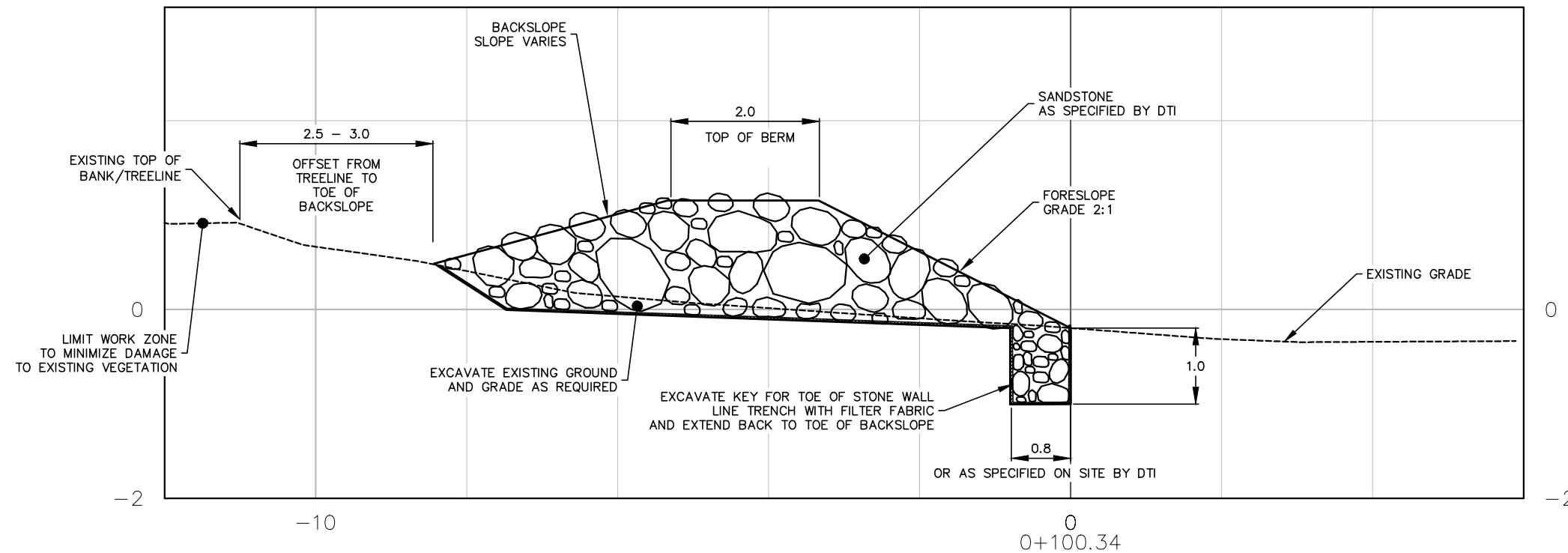
- EXISTING WALL FEATURES
- PROPOSED TOP OF NEW BERM WALL
- PROPOSED TOE OF NEW BERM WALL FORESLOPE
- PROPOSED TOE OF NEW BERM WALL BACKSLOPE
- EXISTING EDGE OF BANK/TREELINE

SCALE: N.T.S.

	DEPT OF TRANSPORTATION AND INFRASTRUCTURE Tel 902 368 5100 Fax 902 368 5395 http://www.gov.pe.ca/	PO Box 2000 Charlottetown Prince Edward Island Canada C1A 7N8	ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH DTI'S STANDARD SPECIFICATIONS AND ENVIRONMENTAL PROTECTION PLAN (EPP). MAINTAIN ENVIRONMENTAL CONTROLS UNTIL VEGETATION HAS ESTABLISHED OR AS INSTRUCTED ON SITE. ALL DRIVEWAY CULVERTS AND SIDE SLOPES SHALL BE MIN. 3H:1V	SURVEY BY: D.T.I. SCALE: AS SHOWN No. REVISIONS DATE DRAWN BY: R. CRANE COUNTY: PRINCE 1 ISSUED FOR TENDER NOV 14, 2023 APPROVED BY: R. CRANE PROJECT No.:	STATIONING: CONTROL SECTION:	JOB: JAQUES CARTIER PARK – SHORELINE PROTECTION SHEET NAME: PLAN VIEW SKETCH	SHEET No. 1 OF 2
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SECTION 1 – EXISTING WALL REINFORCEMENT
SCALE: N.T.S.



SECTION 2 – PROPOSED BERM/WALL EXTENSION
SCALE: N.T.S.

NOTE:
- ALL DIMENSIONS ARE IN METERS UNLESS NOTED AS MILLIMETERS.
SLOPES, GRADES, AND DIMENSIONS ARE TYPICAL UNLESS LABELED "VARIES"



DEPT OF TRANSPORTATION AND INFRASTRUCTURE
Tel 902 368 5100
Fax 902 368 5395
<http://www.gov.pe.ca/>
PO Box 2000
Charlottetown
Prince Edward Island
Canada C1A 7N8

ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH DTI'S STANDARD SPECIFICATIONS AND ENVIRONMENTAL PROTECTION PLAN (EPP).
MAINTAIN ENVIRONMENTAL CONTROLS UNTIL VEGETATION HAS ESTABLISHED OR AS INSTRUCTED ON SITE.
ALL DRIVEWAY CULVERTS AND SIDE SLOPES SHALL BE MIN. 3H:1V

SURVEY BY: D.T.I.	SCALE: AS SHOWN	No.	REVISIONS	DATE	STATIONING:
DRAWN BY: R. CRANE	COUNTY: PRINCE	1	ISSUED FOR TENDER	NOV 14, 2023	JOB: JAQUES CARTIER PARK – SHORELINE PROTECTION
APPROVED BY: R. CRANE					CONTROL SECTION:
PROJECT No.:					SHEET NAME: SECTIONS

SHEET No.
2 OF **2**