

**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 4 - Bridgetown 2023
Section 00402, Station 1+500 – 2+280

For a total distance of 780 metres

This project commences 612 meters south-west of the intersection of Route 4 and the Clay Rd and proceeds north-easterly along Route 4 for 780 meters.

The work includes: Cold planing asphalt (50mm ± 15mm, between Stations 1+700 – 2+280), full depth cold planing (between Stations 1+500 – 1+700) placing asphalt base (60mm), placing asphalt levelling A (55mm), placing asphalt seal B (50 mm), placing select borrow (600mm), placing Class A granular (250mm), placing concrete curb, storm sewer, shouldering, landscaping and all other work necessary to complete the Contract.

TENDER CLOSES:

2:00 p.m., Thursday August 31, 2023

Tender Closing Location: Tenders shall be received at the 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 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 after 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.

8. Bid and Performance Security (continued)

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 **November 3, 2023**.

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) INSTRUCTIONS TO BIDDERS

The stipulated bid security amount shall be \$110,000.00.

A mandatory preconstruction meeting between the successful Contractor and the Department shall be held at the Brackley Depot in advance of construction start up.

2) SECTION 102.13 - SCHEDULING OF THE WORK

The number of working days stipulated for this Contract is **20**. These working days shall be consecutive.

3) 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.

4) SECTION 301 - STORM SEWER INSTALLATION

(Item 30101 Storm Sewer: 300mm PCP)
(Item 30103 Storm Sewer: 450mm PCP)
(Item 30105 Storm Sewer: 600mm PCP)
(Item 30107 Storm Sewer: 900mm PCP)

All pipe and couplings are to be supplied by the Contractor. 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.

5) SECTION 302 - CATCH BASIN INSTALLATION

(Item 30216 Catch Basin: 750mm PCP)
(Item 30202 Catch Basin: 1050mm PCP)
(Item 30203 Catch Basin: 1200mm PCP)
(Item 30204 Catch Basin: 1500mm PCP)

All catch basin frame and grates shall be R-11.

6) SECTION 501 - ASPHALT CEMENT

(Item 50101 - Asphalt Cement)

Contractors shall note that for bidding purposes an artificial rack price of \$1200 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 \$1200 per tonne (without anti-strip) shall be used as the price index when calculating the liquid asphalt cement price adjustment.

For asphalt concrete mixtures containing Recycled Asphalt Pavement (RAP) the liquid asphalt cement price adjustment shall not apply to liquid asphalt contained in the (RAP). For the purpose of this payment adjustment the quantity of liquid asphalt in the RAP will be subtracted from the total liquid asphalt calculated for the project. The amount of liquid contained in the RAP will be assumed to be the minimum specified amount of 5.3%.

7) SECTION 501 - ASPHALT CEMENT
(Item 50109 - Surcharge for Polymer Liquid Asphalt)

The polymer modified asphalt cement shall be used for the asphalt seal. Performance Graded Asphalt Cement (PGAC) on this contract shall comply with AASHTO M332 for the surface mix and shall be graded as PG 58-28H. Additionally, the PGAC shall meet the elastic recovery requirements detailed in Appendix X1 of AASHTO M332. Note, when ordering the PGAC to include reference to the specification, grade with designation and the appendix (e.g., M332, PG 58-28H, Appendix X1). Additional costs to the contractor for the purchase, haul, storage, and use of this product in lieu of 58-28 will be paid for under Item 50109 - Surcharge for Polymer Liquid Asphalt. No additional compensation shall be provided.

8) SECTION 603 - HOT MIX ASPHALTIC CONCRETE
(Item 60350 - Asphalt Seal: B)

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.

9) SECTION 712 - COLD PLANE, STOCKPILE AND REPLACE RAP AS SHOULDER MATERIAL
(Item No. 71202 - Cold Plane: Screen & Replace RAP as Shoulder Material)

This item shall be for the cold planning of the entire existing asphalt surface (50mm) between Sta 1+700 and Sta 2+280, full depth milling between Sta 1+500 and Sta 1+700, screening, stockpiling, and shouldering of the project.

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

Once placement of the shoulder material is complete, excess screened RAP and any oversized material will be hauled to a location determined by the Department and stockpiled separately. The Contractor shall be required to load, transport and stockpile the excess RAP from the temporary stockpile onto the trucks for delivery to the designated site with no additional compensation being provided.

The transportation of excess oversized RAP material, and excess screened RAP material from the temporary stockpile to the designated stockpile site shall be an open haul, and open haul rates shall apply.

A price adjustment shall apply based on the haul distance to the designated site and will be calculated using PEI DTI's Standard Negotiated Rates.

10) SECTION 907 - VEHICLE CONFIGURATIONS AND RESTRICTIONS

The SADT on this project shall be understood to be 2,447.

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.

**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 Infrastructure
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price	Estimated Quantity	Contractor Total Price
EXCAV:EARTH SURPLUS/SUITABLE		
Section: 203 Item: 20306		
-----	PER M3	
-----	\$ -----	PER M3 700.00 \$
	100	-----
EXCAVATION: EARTH WASTE		
Section: 203 Item: 20307		
-----	PER M3	
-----	\$ -----	PER M3 2,000.00 \$
	100	-----
BORROW: COMMON		
Section: 206 Item: 20601		
-----	PER Tonnes	
-----	\$ -----	PER Tonnes 1,000.00 \$
	100	-----
BORROW: SELECT		
Section: 206 Item: 20602		
-----	PER Tonnes	
-----	\$ -----	PER Tonnes 3,000.00 \$
	100	-----
GRANULAR BASE: A		
Section: 207 Item: 20701 Major Item		
-----	PER Tonnes	
-----	\$ -----	PER Tonnes 1,800.00 \$
	100	-----
FINE GRADING		
Section: 208 Item: 20801		
-----	PER Square Metr	
-----	\$ -----	PER M2 2,700.00 \$
	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
TOPSOIL: LANDSCAPING		
Section: 212 Item: 21202		
-----	PER M3	
-----	\$ PER M3	200.00 \$
-----	100	_____
RANDOM RIP-RAP: R5		
Section: 213 Item: 21301		
-----	PER Tonnes	
-----	\$ PER Tonnes	60.00 \$
-----	100	_____
BEDDING MATERIAL: A		
Section: 220 Item: 22001		
-----	PER Tonnes	
-----	\$ PER Tonnes	800.00 \$
-----	100	_____
STORM SEWER: 300MM PCP		
Section: 301 Item: 30101		
-----	PER Metres	
-----	\$ PER M	5.00 \$
-----	100	_____
STORM SEWER: 450MM PCP		
Section: 301 Item: 30103		
-----	PER Metres	
-----	\$ PER M	177.00 \$
-----	100	_____
STORM SEWER: 600MM PCP		
Section: 301 Item: 30105		
-----	PER Metres	
-----	\$ PER M	57.00 \$
-----	100	_____
		Total Carried Forward \$ _____
		From Previous Page
		Total Carried Forward \$ _____

Item Description and Price	Estimated Quantity	Contractor Total Price
STORM SEWER: 900MM PCP		
Section: 301 Item: 30107		
-----	PER Metres	
-----	PER M	22.00 \$
-----	100	_____
CATCH BASIN: 1050MM PCP		
Section: 302 Item: 30202		
-----	PER unit	
-----	PER unit	2.00 \$
-----	100	_____
CATCH BASIN: 1200MM PCP		
Section: 302 Item: 30203		
-----	PER unit	
-----	PER unit	5.00 \$
-----	100	_____
CATCH BASIN: 1500MM PCP		
Section: 302 Item: 30204		
-----	PER unit	
-----	PER unit	1.00 \$
-----	100	_____
CATCH BASIN: 750MM PCP		
Section: 302 Item: 30216		
-----	PER unit	
-----	PER unit	1.00 \$
-----	100	_____
CREOSOTE BOX REMOVAL		
Section: 309 Item: 30903		
-----	PER L.S.	
-----	PER L.S.	1.00 \$
-----	100	_____

Total Carried Forward \$ _____
 From Previous Page

Total Carried Forward \$ _____

Schedule C

schedule of item for tender

Item Description and Price	Estimated Quantity	Contractor Total Price
CULVERT END TREATMENT		
Section: 312 Item: 31201		
-----	PER unit	
-----	\$	4.00 \$
-----	100	-----
ASPHALT CEMENT		
Section: 501 Item: 50101		
-----	PER Tonnes	
-----	\$	164.00 \$
-----	100	-----
SURCHARGE FOR POLYMER LIQUID ASPHALT		
Section: 501 Item: 50109		
-----	PER Tonnes	
-----	\$	63.00 \$
-----	100	-----
TACK COAT		
Section: 601 Item: 60101		
-----	PER Square Metr	
-----	\$	16,900.00 \$
-----	100	-----
ASPHALT BASE: A		
Section: 603 Item: 60301		
-----	PER Tonnes	
-----	\$	800.00 \$
-----	100	-----
ASPHALT LEVELLING : A		
Section: 603 Item: 60326		
-----	PER Tonnes	
-----	\$	810.00 \$
-----	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
ASPHALT SEAL: B		
Section: 603 Item: 60350		
-----	PER Tonnes	
-----	\$ PER Tonnes	1,005.00 \$
-----	100	-----
HMA DRIVEWAY MIX		
Section: 610 Item: 61003		
-----	PER Tonnes	
-----	\$ PER Tonnes	100.00 \$
-----	100	-----
COLD PLANE CONST. JOINT		
Section: 705 Item: 70501		
-----	PER Square Metr	
-----	\$ PER M2	300.00 \$
-----	100	-----
COLD PLANE: SCREEN & PLACE RAP AS SHC		
Section: 712 Item: 71202		
-----	PER Square Metr	
-----	\$ PER M2	8,750.00 \$
-----	100	-----
CHECK DAM: RIP RAP		
Section: 801 Item: 80102		
-----	PER unit	
-----	\$ PER unit	2.00 \$
-----	100	-----
WATER FOR DUST		
Section: 802 Item: 80201		
-----	PER kl	
-----	\$ PER kl	250.00 \$
-----	100	-----
		Total Carried Forward \$
		From Previous Page
		Total Carried Forward \$

Schedule C

schedule of item for tender

Item Description and Price	Estimated Quantity	Contractor Total Price
HYDROSEEDING		
Section: 803 Item: 80302		
-----	PER Square Metr	
-----	PER M2	900.00 \$
-----	100	-----
MULCHING		
Section: 805 Item: 80501		
-----	PER Square Metr	
-----	PER M2	100.00 \$
-----	100	-----
SODDING		
Section: 809 Item: 80901		
-----	PER Square Metr	
-----	PER M2	900.00 \$
-----	100	-----
SIGNALLERS		
Section: 901 Item: 90101		
-----	PER hrs	
-----	PER hrs	1,200.00 \$
-----	30.00	36,000.00
-----	100	-----
PAVEMENT EDGE DELINEATOR		
Section: 904 Item: 90401		
-----	PER unit	
-----	PER unit	12.00 \$
-----	100	-----
TEMPORARY OVERLAY MARKERS (TOMS)		
Section: 905 Item: 90506		
-----	PER unit	
-----	PER unit	30.00 \$
-----	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
TRAFFIC CONTROL PLAN		
Section: 908 Item: 90802		
-----	PER hrs	
Forty Dollars and 00 Cents	40.00 PER hrs	200.00 \$
-----	100	8,000.00
BARRIER CURB		
Section: 1101 Item: 110111		
-----	PER Metres	
-----	PER M	331.00 \$
-----	100	
REMOVE MISC. STORM SEWER		
Section: 1301 Item: 130108		
-----	PER Metres	
-----	PER M	234.00 \$
-----	100	
CURB REMOVAL		
Section: 1307 Item: 130703		
-----	PER Metres	
-----	PER M	300.00 \$
-----	100	
REMOVE EXISTING CB		
Section: Item: 136425		
-----	PER unit	
-----	PER unit	7.00 \$
-----	100	

Total Carried Forward \$ _____

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Total Carried Forward \$ _____

HST \$ _____

Grand Total \$ _____

SCHEDULE D

SCHEDULE OF EQUIPMENT TO BE USED

SCHEDULE E
SCHEDULE OF SUB-CONTRACTORS

SCHEDULE F
ADDITIONAL FUEL ADJUSTMENTS

Due to significant fluctuations in fuel prices this year, this contract will have additional fuel adjustments applied to the following items that are applicable at the following rates based on the formula described on page 2. This adjustment will only be applied to specific contracts in the 2023 construction season and will not be applied to any contracts in future years.

Item# 20306	EXCAV: EARTH SURPLUS/SUITABLE	1.0 L/m ³
Item# 20307	EXCAVATION: EARTH WASTE	1.0 L/m ³
Item# 20602	BORROW: SELECT	0.5 L/t
Item# 20603	BORROW: COMMON	1.0 L/m ³
Item# 20701	GRANULAR BASE: A	0.6 L/t
Item# 60301	ASPHALT BASE: A	5.0 L/t
Item# 60326	ASPHALT LEVELING: A	5.0 L/t
Item# 60350	ASPHALT SEAL: B	5.0 L/t
Item# 61003	HMA DRIVEWAY MIX	5.0 L/t

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.

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.

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.

Within the third adjustment IE. when the diesel price was \$1.23/L, 2,000 tonnes of granular was placed.

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.

Within the first adjustment IE. when the diesel price was \$0.80/L, 1,200 tonnes of asphalt was placed.

Within the second fuel adjustment IE. when the diesel price was \$0.82/L, 1,000 tonnes of asphalt was placed

Within the third fuel adjustment IE. when the diesel price was \$0.88/L, 900 tonnes of asphalt was placed.

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

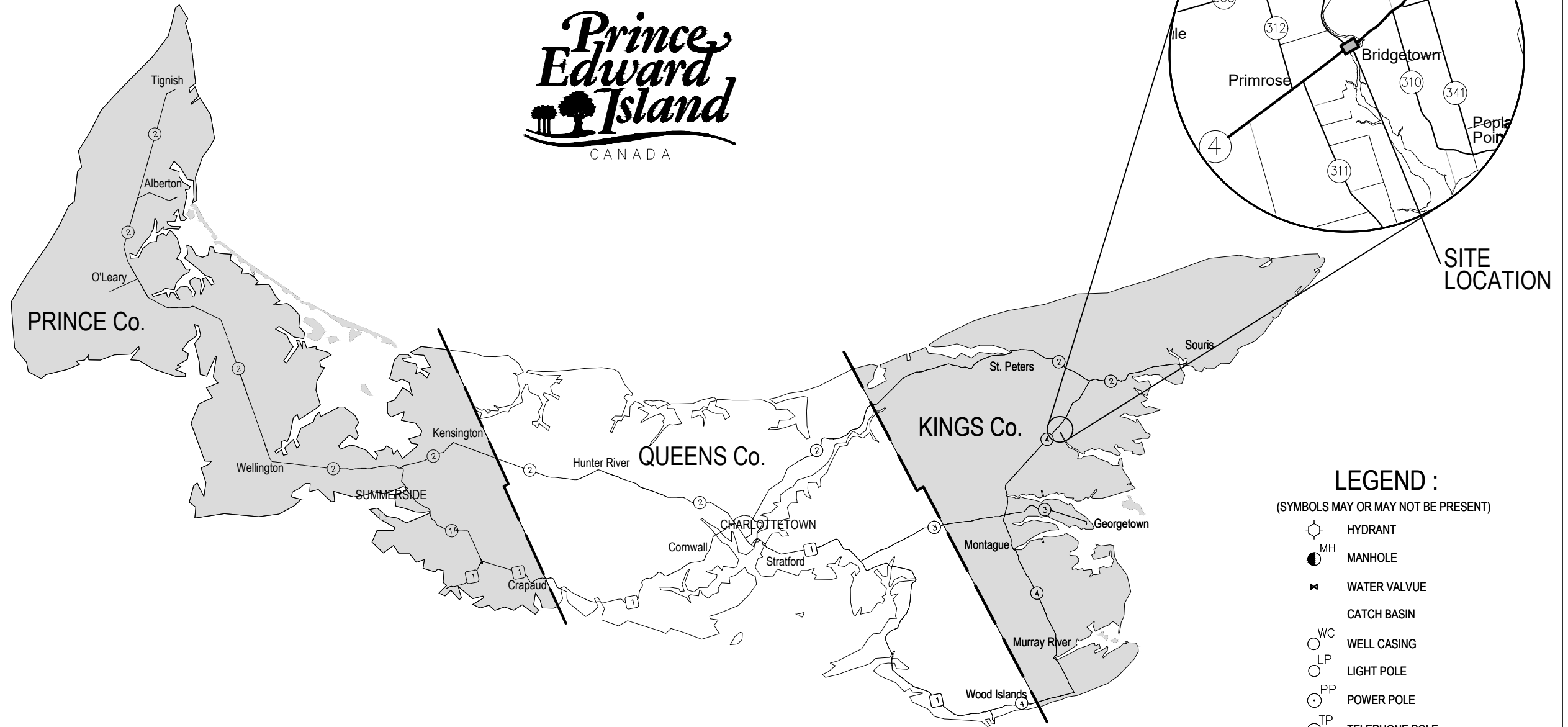
TFP = Tender Fuel Price = \$1.35/L

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

PROVINCE OF PRINCE EDWARD ISLAND DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE




- DRAWING LIST**
 SHEET 01 GENERAL ARRANGEMENT
 SHEET 02 PLAN AND PROFILE
 SHEET 03 PLAN AND PROFILE
 SHEET 04 SECTION, REPORT, AND DETAIL

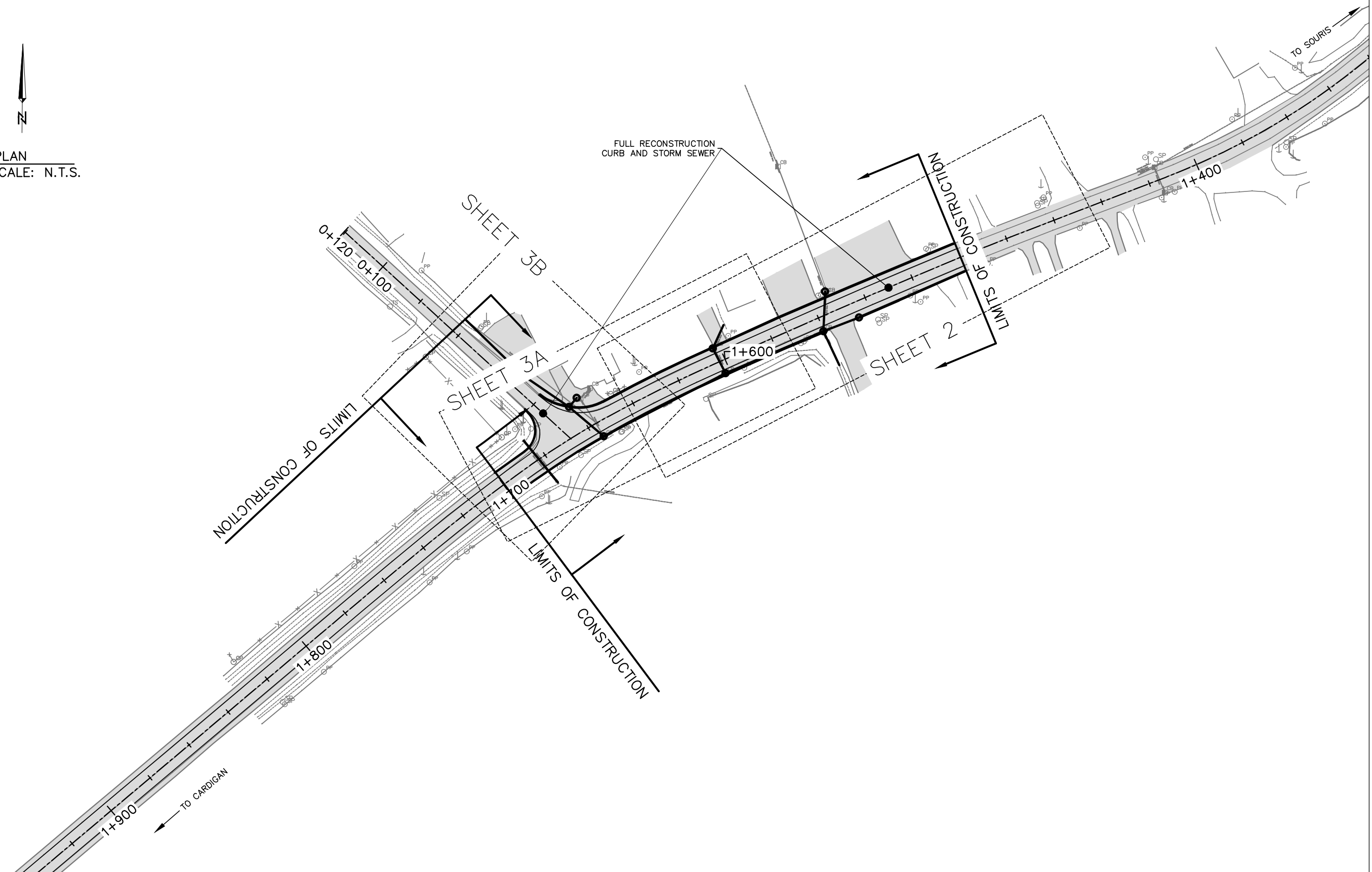
- LEGEND :**
 (SYMBOLS MAY OR MAY NOT BE PRESENT)
- HYDRANT
 - MH MANHOLE
 - WATER VALVUE
 - CATCH BASIN
 - WC WELL CASING
 - LP LIGHT POLE
 - PP POWER POLE
 - TP TELEPHONE POLE
 - TS TELEPHONE STANDARD
 - GUY WIRE
 - SP SIGN POST
 - SM SURVEY MARKER
 - MONUMENT POINT
 - GUARD RAIL
 - FENCE LINE


ISSUED FOR TENDER
 AUG 10, 2023

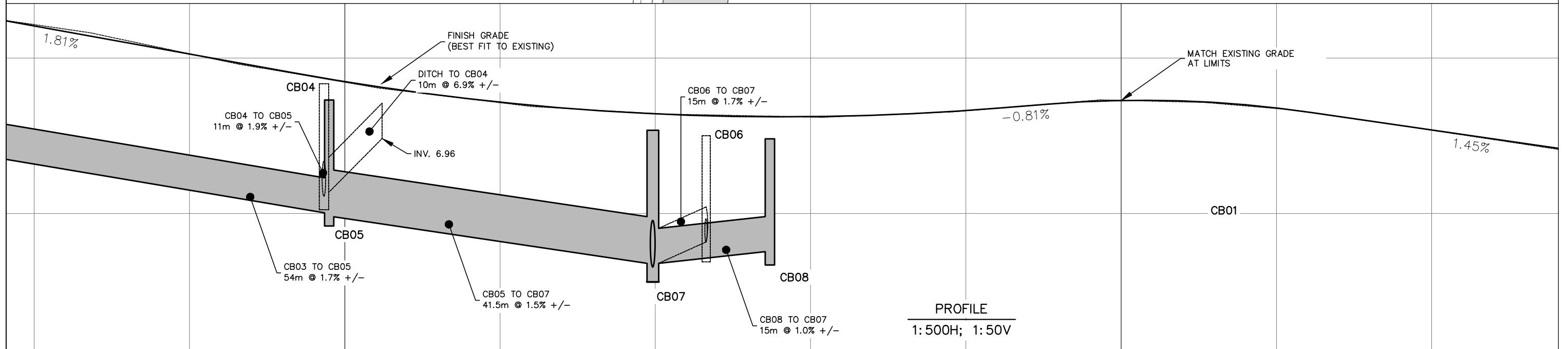
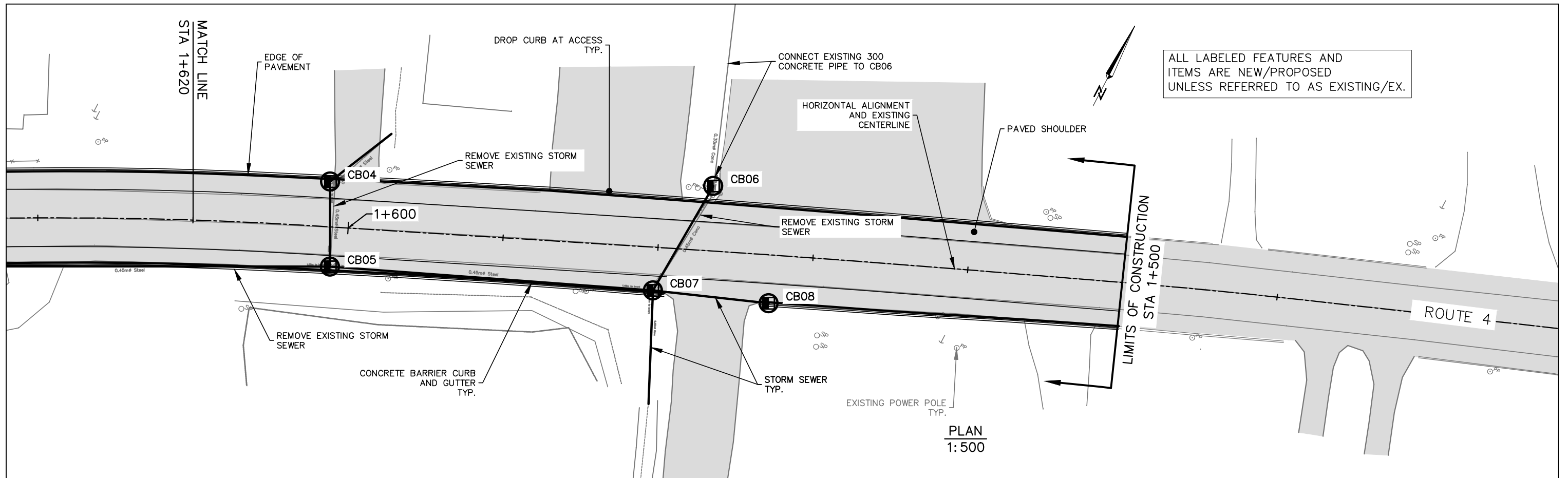
DESIGN PROJECT NUMBER - 2023009

ROUTE 4 - BRIDGETOWN STORM SEWER REPLACEMENT


 PLAN
 SCALE: N.T.S.

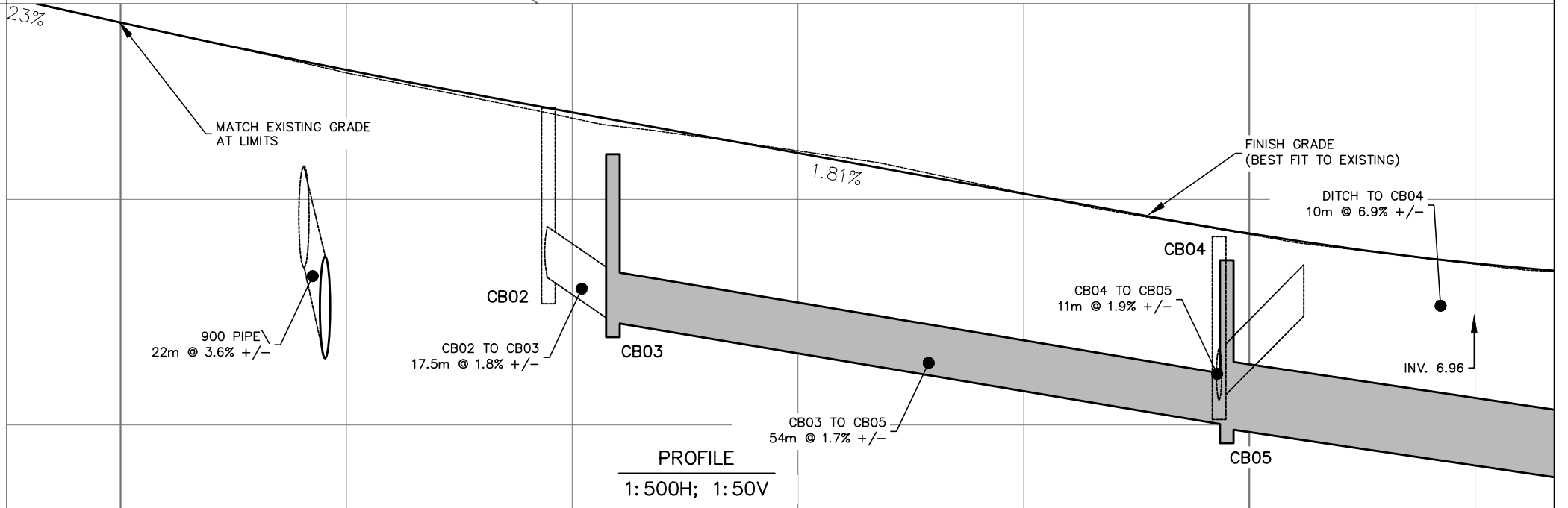
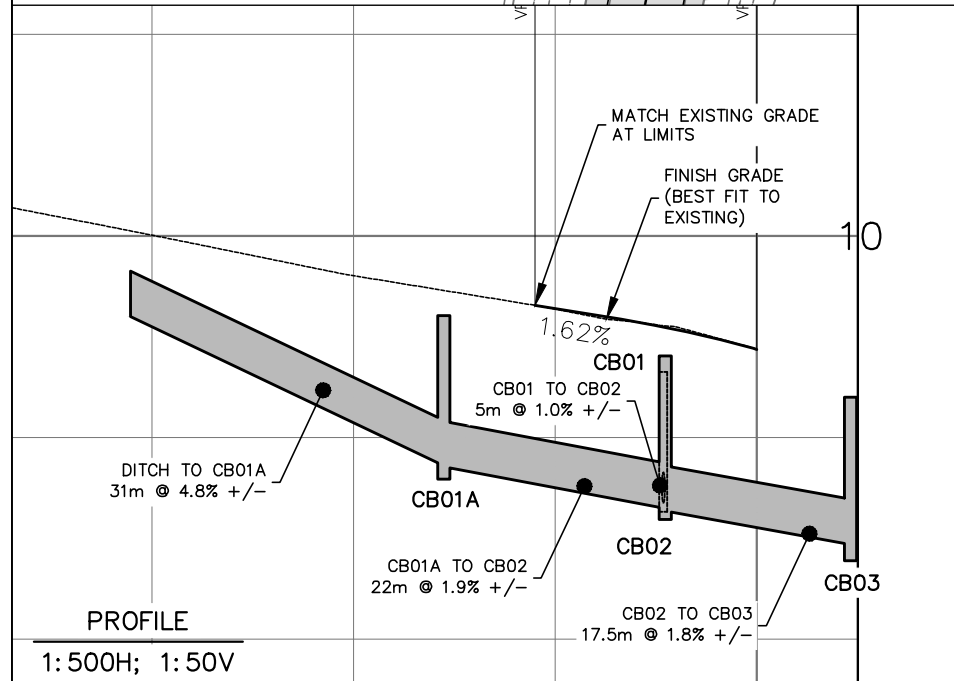
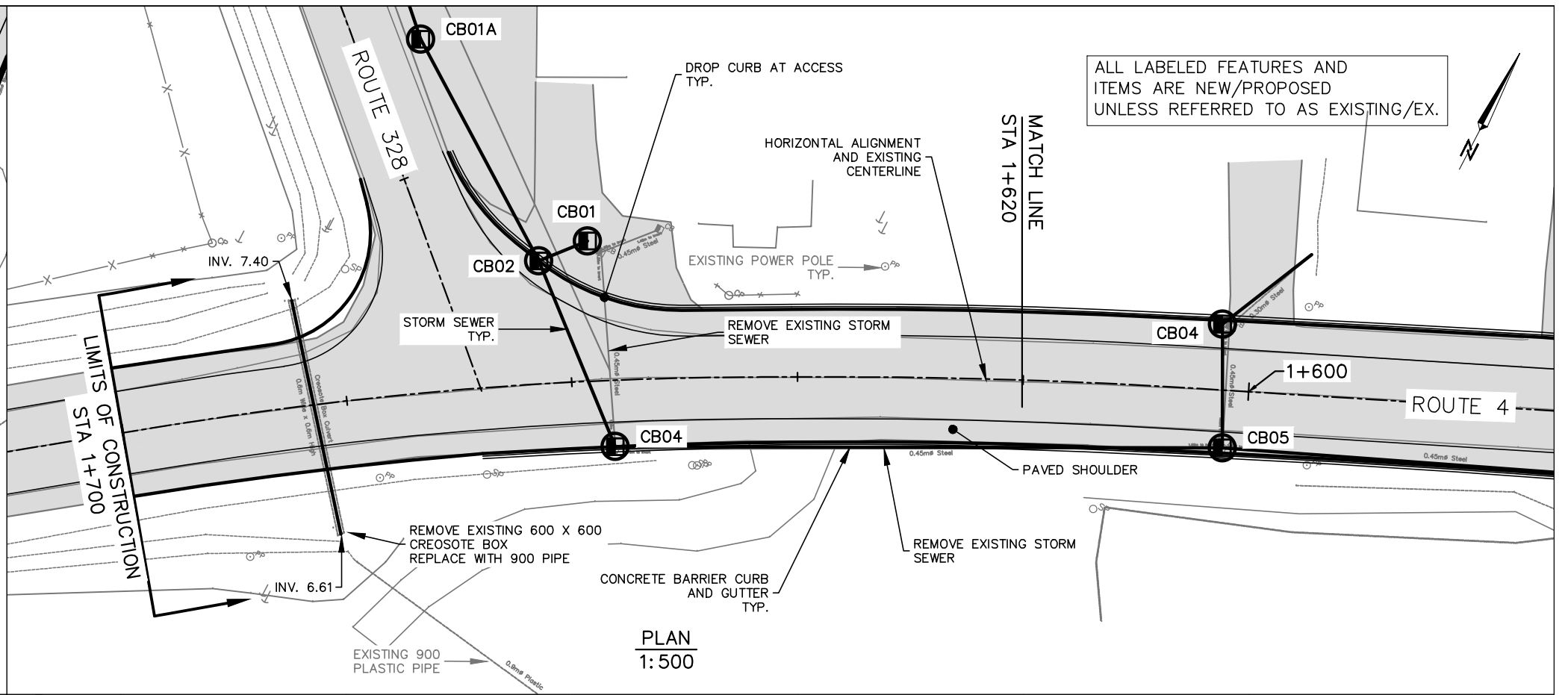
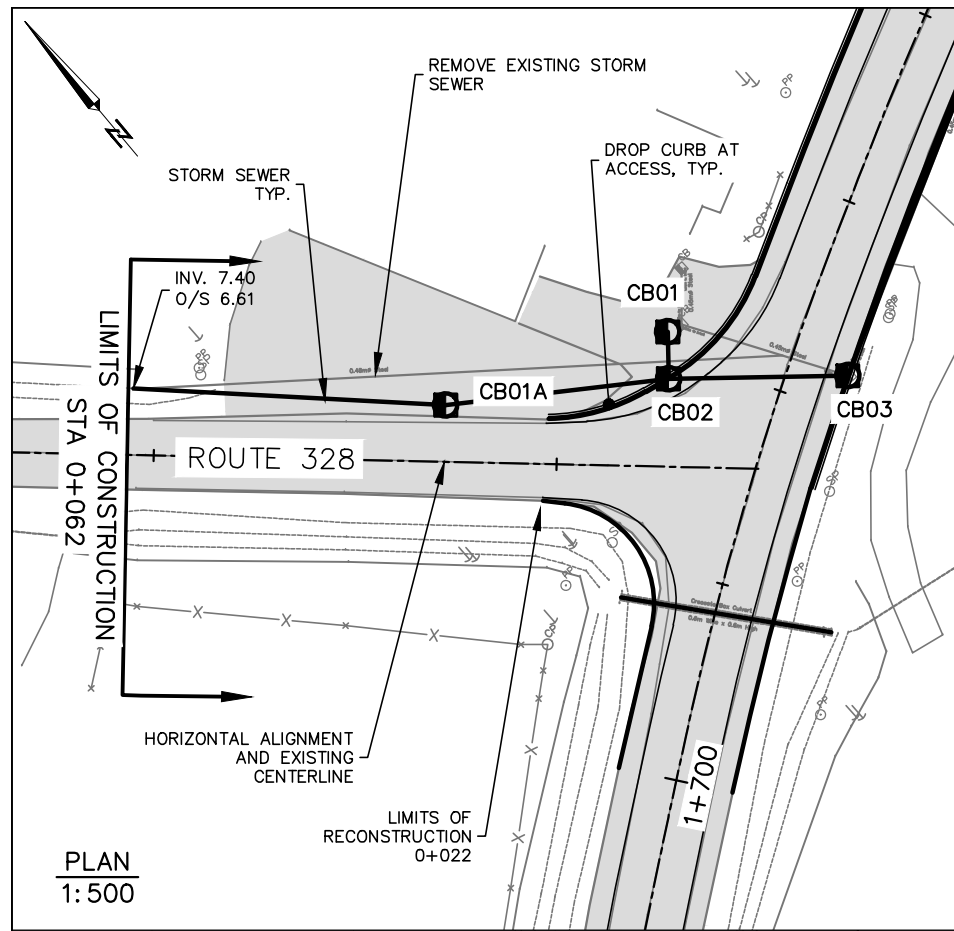


	DEPT OF TRANSPORTATION AND INFRASTRUCTURE Tel 902 368 5100 Fax 902 368 5395 http://www.gov.pe.ca/	PO Box 2000 Charlottetown Prince Edward Island Canada C1A 7N8	ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH DTI'S STANDARD SPECIFICATIONS AND ENVIRONMENTAL PROTECTION PLAN (EPP). MAINTAIN ENVIRONMENTAL 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 DRAWN BY: R. CRANE COUNTY: KINGS APPROVED BY: R. CRANE PROJECT No.: 2023009	No. 1 REVISIONS ISSUED FOR TENDER DATE AUG 10, 2023	STATIONING: CONTROL SECTION:	JOB: ROUTE 4 – BRIDGETOWN STORM SEWER REPLACEMENT SHEET NAME: GENERAL ARRANGEMENT	SHEET No. 1 OF 4
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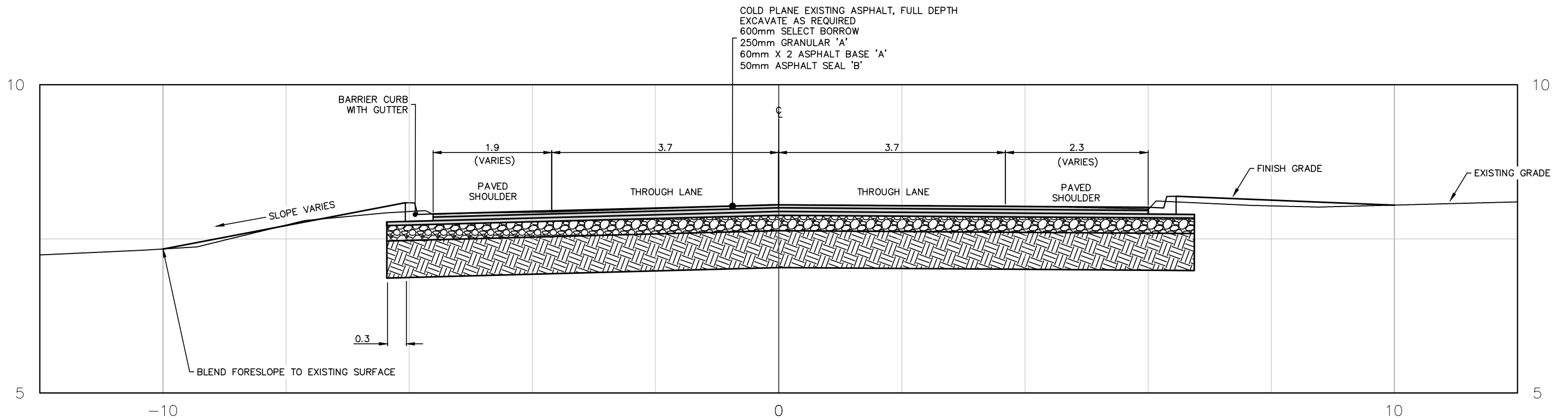
CB03		1+600				1+500			
8.430	8.054	7.689	7.425	7.286	7.241	7.321	7.455	7.350	7.071
8.411	8.050	7.696	7.432	7.282	7.246	7.324	7.454	7.357	7.074
0.019	0.004	0.007	0.006	0.004	0.005	0.003	0.001	0.007	0.003

<p>DEPT OF TRANSPORTATION AND INFRASTRUCTURE Tel 902 368 5100 Fax 902 368 5395 http://www.gov.pe.ca/</p> <p>PO Box 2000 Charlottetown Prince Edward Island Canada C1A 7N8</p>	<p>ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH DTI'S STANDARD SPECIFICATIONS AND ENVIRONMENTAL PROTECTION PLAN (EPP).</p> <p>MAINTAIN ENVIRONMENTAL CONTROLS UNTIL VEGETATION HAS ESTABLISHED OR AS INSTRUCTED ON SITE.</p> <p>ALL DRIVEWAY CULVERTS AND SIDE SLOPES SHALL BE MIN. 3H:1V</p>	<p>SURVEY BY: D.T.I. SCALE: AS SHOWN</p>	<p>No. REVISIONS DATE</p>	<p>STATIONING: JOB: SHEET No.</p>
		<p>DRAWN BY: R. CRANE COUNTY: KINGS</p>	<p>1 ISSUED FOR TENDER AUG 10, 2023</p>	<p>1+500 - 1+620 ROUTE 4 - BRIDGETOWN STORM SEWER REPLACEMENT</p>
		<p>APPROVED BY: R. CRANE</p>	<p>CONTROL SECTION: SHEET NAME:</p>	<p>PLAN AND PROFILE</p>
		<p>PROJECT No.: 2023009</p>	<p>2 OF 4</p>	



0+000				+700				1+600			
10.008	9.606	9.275	8.875	9.566	9.121	8.720	8.430	8.054	7.689	7.425	
10.008	9.606	9.275	8.875	9.567	9.146	8.772	8.411	8.050	7.696	7.432	
			0.000				0.019	0.004			
0.000	0.000	0.000	0.000	0.002	0.025	0.052			0.007	0.006	

<p>DEPT OF TRANSPORTATION AND INFRASTRUCTURE Tel 902 368 5100 Fax 902 368 5395 http://www.gov.pe.ca/</p> <p>PO Box 2000 Charlottetown Prince Edward Island Canada C1A 7N8</p> <p>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</p>	<p>SURVEY BY: D.T.I. SCALE: AS SHOWN No. 1</p> <p>DRAWN BY: R. CRANE COUNTY: KINGS</p> <p>APPROVED BY: R. CRANE</p> <p>PROJECT No.: 2023009</p>	<p>REVISIONS</p> <p>ISSUED FOR TENDER</p>	<p>DATE</p> <p>AUG 10, 2023</p>	<p>STATIONING:</p> <p>1+620-1+700;0+000-0+022</p> <p>CONTROL SECTION:</p>	<p>JOB:</p> <p>ROUTE 4 - BRIDGETOWN STORM SEWER REPLACEMENT</p> <p>SHEET NAME:</p> <p>PLAN AND PROFILE</p>	<p>SHEET No.</p> <p>3 OF 4</p>
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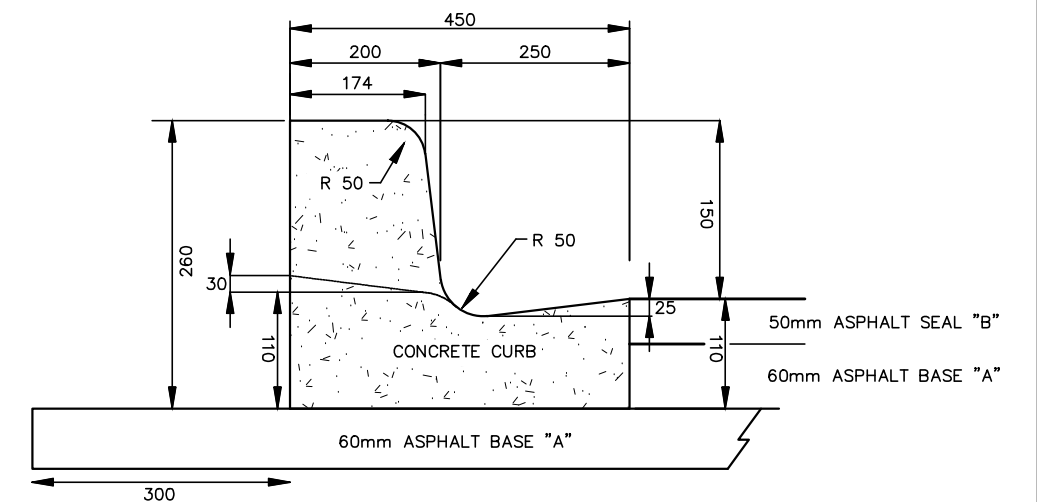
TYPICAL SECTION
SCALE: N.T.S.

NOTES:
 - ALL DIMENSIONS ARE IN METERS.
 - ALL WIDTHS AND SLOPES ARE TYPICAL UNLESS LABELED 'VARIES'

STORM SYSTEM LAYOUT REPORT

Structure	Type	Alignment Station	Offset (m)	Diameter (mm)	Top Elev.	Inv. In Elev	Inv. In From	Pipe Diameter (In)	Inv. Out Elev.	Inv. Out To	Pipe Diameter (Out)
CB01A	CB	0+031.13	5.60	1200	9.21	7.75	DITCH	450	7.70	CB02	450
CB01	CB	1+658.02	12.48	750	8.65				7.35	CB02	300
CB02	CB	1+662.27	10.85	1200	8.81	7.31	CB01A	450	7.26	CB03	450
						7.31	CB01	300			
CB03	CB	1+656.38	5.80	1200	8.40	6.95	CB02	450	6.90	CB05	450
CB04	CB	1+602.68	6.09	1200	7.67	6.27	LAWN	450	6.22	CB05	450
CB05	CB	1+602.01	5.56	1200	7.46	6.01	CB03	450	5.96	CB07	600
						6.01	CB04	450			
CB06	CB	1+553.41	8.35	1050	7.00	5.63	EX. PIPE	300	5.62	CB07	450
CB07	CB	1+560.32	5.76	1500	7.07	5.36	CB06	450	5.31	DITCH	600
						5.36	CB05	450			
						5.36	CB08	450			
CB08	CB	1+545.24	6.16	1050	6.96				5.51	CB07	450

NOTE: ALL CBs O/S FROM RT 4 CL ALIGNMNET EXCEPT CB01A WHICH IS O/S FROM RT 328 CL



DETAIL 1: CONCRETE CURB AND GUTTER
SCALE: N.T.S.