

DEPARTMENT OF TRANSPORTATION, INFRASTRUCTURE AND ENERGY
Province of Prince Edward Island
Revision 0, August 4, 2026

TENDER FORM

THIS TENDER FORM made by and between, herein called the Bidder, the Party of the First Part, signifies their intent to enter into a Contract with The Government of Prince Edward Island as represented by the Minister of Transportation, Infrastructure and Energy, the Party of the Second Part.

WITNESS, AS FOLLOWS:

1. Definitions

The definition of terms used in this Tender Form and appended Agreement shall conform in all respects to the definition of terms contained in the document entitled "General Provisions and Contract Specifications for Highway and Bridge Construction," published by the Department of Transportation, Infrastructure and Energy of the Province of Prince Edward Island as amended on the date of closing of Tenders pursuant to this Agreement.

2. General Covenant

The Bidder hereby covenants and agrees with the Minister as herein provided in connection with the following work, namely:

Project #40 – Mill River East Rd, Community St, Phillip St, Reid St, McLeod St, Water St 2026

Mill River East Rd (Section 14501, Station 7+219 – 8+219)
Community St (Section 71504, Station 0+000 – 0+330)
Phillips St (Section 00221, Station 16+620 – 16+917)
Reid St (Section 71023, Station 0+174 – 0+354)
McLeod St (Section 71012, Station 0+000 – 0+192)
Central St (Section 71003, Station 0+144 – 0+282)
Phillips St (Section 00221, Station 16+620 – 16+917)
Sunset Dr (Section 71617, Station 0+000 – 0+130)
Water St (Section 71522, Station 0+000 – 0+452)

For a total distance of 2.72 km

The work includes: Cold planning (45mm) where required, placing asphalt seal B (45 mm) full width and all other work necessary to complete the Contract.

TENDER CLOSES:

2:00 p.m., Tuesday, August 25, 2026

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 agreement is entered into by more than one party or parties of the first part, the word "Bidder" shall be read "Bidders," and pronouns in the contract referring to the Bidders 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. Bidders Submission Respecting the Agreement

The Bidder shall, as part of their Tender Submission respecting this agreement, complete the attached Schedule B: Identification of Principals; Schedule C: Schedule of Tendered Unit Prices; and Schedule D: Schedule of Equipment to be used on the work.

The agreement 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 and Bridge Construction."

In presenting their Tender Submission for consideration by the Minister, the Bidder understands that until, and unless, the agreement is endorsed by the Minister, no agreement between the parties shall exist and the Minister shall not be bound to endorse any agreement.

7. Performance by Contractor

The Bidder agrees that, if successful, they shall, at their own expense, 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 Successful Bidder 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 Successful Bidder 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 Documents.

8. Bid Security

The Bidder 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 for 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 by the Successful Bidder 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 contract expiry date) 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 contract expiry date) has elapsed.
OR
- g) a performance format irrevocable standby letter of credit on a government approved form 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 contract expiry date) 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 contract expiry date) 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 agreement, 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 and Bridge Construction, the advertisement, the Tender Form , Construction Services Agreement 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: Appended Items; as well as any addenda which may be issued by the Department pursuant to this Contract shall hereby be a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of the agreement.

13. Completion of Work

The Contractor agrees to complete the work on, or before **October 30, 2026**.

14. Confidentiality and Freedom of Information (Effective November 1, 2002)

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.

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IN WITNESS WHEREOF the parties hereto have hereby caused these presents to be signed and witnessed on the dates stated.

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

BIDDER:

.....
(Authorized Signing Officer)

In the presence of:

.....
(Witness Signature)

SCHEDULE A

SCHEDULE OF SPECIAL PROVISIONS

1. INSTRUCTIONS TO BIDDERS

The stipulated bid security amount shall be a minimum of **\$45,000.00**.

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

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

Work may be required to be completed by a third party contractor prior to commencing the work in this contract. No additional compensation shall be provided for any delays.

2. SECTION 102.13 - SCHEDULING OF THE WORK

The number of working days stipulated for this Contract is **8**. These working days shall be consecutive. The Contractor is not required to submit a schedule for this project. Liquidated damages will be assessed beyond the number of working days specified above as well as the completion date as noted in this tender form and agreement.

3. WORK LOCATIONS

Mill River East Rd (Section 14501, Station 7+219 – 8+219)

This section commences at the intersection of Mill River East Rd and Gard Rd and proceeds south for a distance of 1000 metres.

Community St (Section 71504, Station 0+000 – 0+330)

This section commences at the intersection of Community St and Barclay Ave and proceeds west for a distance of 330 metres. This section shall be cold planed prior to placement of the asphalt seal.

Phillips St (Section 00221, Station 16+620 – 16+917)

This section commences at the intersection of Phillips St and Church St and proceeds west for a distance of 297 metres. This section shall be cold planed prior to placement of the asphalt seal.

Reid St (Section 71023, Station 0+174 – 0+354)

This section commences at the intersection of Reid St and Dufferin St and proceeds southwest for a distance of 180 metres.

McLeod St (Section 71012, Station 0+000 – 0+192)

This section commences at the intersection of McLeod St and Dufferin St and proceeds southwest for a distance of 192 metres.

Central St (Section 71003, Station 0+144 – 0+282)

This section commences at the intersection of Central St and Reid St and proceeds south for a distance of 138 metres.

Sunset Dr (Section 71617, Station 0+000 – 0+130)

This section commences at the intersection of Phillips St and Sunset Dr and proceeds north for a distance of 130 metres. This section shall be cold planed prior to placement of the asphalt seal.

Water St (Section 71522, Station 0+000 – 0+452)

This section commences at the intersection of Water St and Ellis Ave and proceeds north for a distance of 452 metres.

4. SECTION 501 - ASPHALT CEMENT
(Item 50101 - Asphalt Cement)

Contractors shall note that for bidding purposes an artificial rack price of **\$1200** per tonne shall replace the Government's posted Monthly Average Asphalt Binder Rack Price table for this Contract. The artificial rack price of **\$1200** per tonne 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%.

5. SECTION 603.15 - HOT MIX ASPHALTIC CONCRETE - SMOOTHNESS

Section 603.15 shall not apply to this Contract.

6. SECTION 716 – COLD PLANE, TRANSPORT, AND STOCKPILE
(Item 71601 – Cold Plane and Stockpile)

This work shall consist of cold planing existing asphalt full width on Phillip St, Sunset Dr and Community St. .

The cold planning shall be paid for at the unit bid price per square metre and this shall be full compensation for cold planing, loading, transporting, stockpiling, equipment, tools, labour, and incidentals necessary to complete the work. The RAP material from Phillip St and Sunset Dr shall be hauled to the Alma Depot (13km). The RAP material from Community St shall be hauled to the O'Leary Stockyard (4km). Should there be a change in the location a haul adjustment shall be applied.

7. SECTION 907 - VEHICLE CONFIGURATIONS AND RESTRICTIONS

The SADT on this project shall be understood to be **4420**.

**SCHEDULE B
IDENTIFICATION OF PRINCIPALS**

Name of Bidder:

Mailing Address:

Telephone:

Email:

Principal's Name:

Title:

Mailing Address:

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

Project Number: 7223
PROJECT #40 - 2026
-13472
Estimate: 5816
Length: 2.720 km

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 CEMENT						
Section: 501	Item: 50101					
			PER Tonnes			
		\$	PER Tonnes	140.00	\$	
			100			
TACK COAT						
Section: 601	Item: 60101					
			PER Square Metre			
		\$	PER M2	20,070.00	\$	
			100			
ASPHALT SEAL: B						
Section: 603	Item: 60350					
			PER Tonnes			
		\$	PER Tonnes	2,200.00	\$	
			100			
COLD PLANE CONST. JOINT						
Section: 705	Item: 70501					
			PER Square Metre			
		\$	PER M2	200.00	\$	
			100			
COLD PLANE AND STOCKPILE						
Section: 716	Item: 71601					
			PER Square Metre			
		\$	PER M2	6,950.00	\$	
			100			
SIGNALLERS						
Section: 901	Item: 90101					
			PER hrs			
Thirty-Three Dollars and 42 Cents		\$	33.42	PER hrs	360.00	\$
			100			12,031.20
			Total Carried Forward		\$	
			From Previous Page			
			Total Carried Forward		\$	

Project Number: 7223
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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
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TEMPORARY MARKING

Section: 905 Item: 90501

		PER Metres		
	\$	PER M	100.00	\$
		100		

TRAFFIC CONTROL PLAN

Section: 908 Item: 90802

		PER hrs		
Forty Dollars and 00 Cents	\$	40.00 PER hrs	80.00	\$
		100		3,200.00

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

HST \$ _____
Grand Total\$ _____

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SCHEDULE D

SCHEDULE OF EQUIPMENT TO BE USED

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SCHEDULE E
SCHEDULE OF SUB-CONTRACTORS

SCHEDULE F
ADDITIONAL FUEL ADJUSTMENTS

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 $WP > 1.05 \text{ TFP}$, the FA is an additional payment to the Contractor as follows:

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

When $WP < 0.95 \text{ TFP}$, 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 $FA = (WP - 1.05TFP) \times NFCR \times MQ$

		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