

DEPARTMENT OF TRANSPORTATION, INFRASTRUCTURE AND ENERGY
Province of Prince Edward Island
Revision 0, July 16, 2026

TENDER FORM

THIS TENDER FORM 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 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 Contractor hereby covenants and agrees with the Minister as herein provided in connection with the following work, namely:

SUPPLY OF WINTER SAND – SOUTHERN KINGS

Description of Work: To supply, mix (if required) and transport winter sand in accordance with the specifications and provisions of this contract.

TENDER CLOSES:

2:00 p.m., Wednesday, August 5, 2026

Tender Closing Location: Tenders shall be received at the Queens County Highway Depot, 355 Brackley Point Road, Charlottetown PE.

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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 "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 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 Construction."

In presenting the Contractors submission for consideration by the Minister, the Contractor 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 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 Contractors 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.

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8. Bid 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 November 30th in the year of the Contract or until Substantial Completion.

OR

- f) a bank draft in the amount of ten percent (10%) of the Contract value, excluding HST, which shall be retained until November 30th in the year of the Contract or until Substantial Completion.

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 November 30th in the year of the Contract or until Substantial Completion.

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 November 30th in the year of the Contract or until Substantial Completion.

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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

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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: 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 sealed on the dates stated.

SIGNED, SEALED AND DELIVERED

by the contractor on the [] day

of [], 2025.

.....

CONTRACTOR

In the presence of:

.....

**SCHEDULE A
SCHEDULE OF SPECIAL PROVISIONS**

1. INSTRUCTIONS TO BIDDERS

The stipulated bid security amount shall be a minimum of **\$100,000.00**. Upon award, the successful Contractor shall replace the Bid Security with the Performance Security.

Should the Department identify any oversized material, the Contractor shall be responsible for its removal at their own expense.

2. SANDPILE QUANTITIES

The sandpile quantities stated in the Schedule C are prior to the addition of the salt blending requirement. The Contractor must make every effort to ensure that each sandpile contains 10% salt. The following table details the tonnage requirements.

Sandpile	Tonnage without Salt	Tonnage with Salt
Roseneath Stockpile	6,300	6,930
Montague Stockpile	5,000	5,500
Peters Rd Stockpile	5,500	6050
Bridgetown Stockpile	5,700	6,270

3. SPECIFICATION FOR WINTER SAND

The sand shall meet the following gradation requirements:

Sieve Size	Percent Passing	
	Natural Sand	Manufactured Sand
9.52 mm	100	100
6.3 mm	85-100	95-100
4.75 mm	82-98	82-100
2.36 mm	55-95	40-95
1.18 mm	30-90	20-90
600 µm	10-70	10-70
300 µm	5-38	5-38
150 µm	0-18	0-15
75 µm	0-7	0-7

The sand shall consist of natural or manufactured aggregate composed of clean, hard uncoated particles free of organic matter, clay lumps and other deleterious material meeting the gradations above. There shall be a maximum of 35% difference between the percents passing consecutive sieves. Samples will be taken on a regular basis during the work to ensure this specification being met.

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All imported sand shall have fractured faces, or similar natural angles, on 50% or more of the material retained on the 2.36 mm sieve.

Blended Local Sand

Crushed Material Content: A minimum of twenty five percent (25%) crushed imported sand or crushed local stone of equivalent quality must be used to manufacture this blended sand material. Accordingly, for the purpose of this blended winter sand specification, the definition of crushed shall mean a material having fractured faces, or similar natural angles, on 50% or more of the material retained on the 2.36 mm sieve.

If the blended material will not meet the above specification using a 25% crushed stone - 75% local material mixture, then the Contractor must increase the amount of crushed stone required to produce this specification. As noted in Schedule A, Section 1, the proper blend to meet the above specifications will be determined by the Department.

A 100% local sand will be accepted provided it meets the gradations above and has fractured faces, or similar angles, on 50% or more of the material retained on the 2.36 mm sieve.

Dredged/beach sand shall not be permitted in final blended product.

4. SAND

The contractor shall submit a current year's sieve analysis of both the local material (if applicable) and the imported sand/or equivalent used to manufacture the final product as well as blend site locations for blended local sand and /or method of transportation for imported material to the Department within seven (7) days of being awarded the contract. The Contractor may supply different materials (local or import) and methods of transportation (truck or barge/ship) to each of the individual sandpile sites in the contract. The source of each material used to manufacture the blended sand must be noted on the corresponding sieve analysis chart and identified.

The final gradation shall meet the Department's specifications for winter sand, a copy of which is included in this contract. If local sand is being used the blend amounts will be determined by the Department to meet these specifications. No blending of materials can take place without personnel from the Highway Materials Lab Division of the Department of Transportation, Infrastructure and Energy on site.

The final product shall not contain more than 6.0% moisture content, when tested in accordance with ASDM C566, when delivered to the designated stockpile sites in the contract. Adjustment in quantities will be corrected for sand delivered in excess of 6% and will be reflected in quantities paid.

5. SALT

The Contractor shall be required to blend salt with the winter sand at a rate of 10% based on the total tonnage requirements at each sand pile site during the blending process and the following stipulations shall be met.

The salt will be supplied by the Department of Transportation, Infrastructure and Energy and shall be transported from the salt mine at the Canadian Salt Company in Pugwash, Nova Scotia to the contractor's designated mixing site(s) by the Contractor.

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The Contractor shall assume responsibility for the salt and shall take such precautions as may be required to protect it from loss or damage.

The Contractor should also be aware that salt may cake during transportation and if left in a stockpile, mixing and blending may be required to be done as soon as possible after the delivery of the salt.

The Contractor, on returning to the Province via Confederation Bridge with each load, must stop at the Provincial Scales in Borden to have the weight of the load certified. When submitting a bill for a progress payment, the Contractor must submit a copy of the ticket issued by the Department's scales.

The Contractor must abide by all regulations that affect the transport of this commodity on Prince Edward Island. All trucks must be equipped with waterproof tarps in good condition. **All loads shall be covered by waterproof tarps which are securely tied down during transit.**

Compensation for the salt portion of the blend shall be **\$35.00/tonne of salt** and shall include all costs incurred for transportation of the designated quantity of salt from the NS source to the blend site(s), and transportation of the salt portion of the blend from the blend site(s) to the government sandpiles.

If the Contractor chooses not to transport the salt from Pugwash, salt will be delivered by the Department - to the blend site and there shall be no additional compensation provided for blending the salt with the sand. Compensation provided for these instances shall be the haul from the blend site to the stockpile at negotiated open haul rates. The only government stockpiles the Contractor will be permitted to blend material in are located in Mt. Pleasant, Summerside, Albany, Charlottetown and Roseneath.

6. **HAULING OF MATERIAL**

There shall be **no open haul requirement** for this contract. The Department reserves the right to divert tonnes of sand from one stockpile site to another stockpile site.

Blending of local and imported sand on PEI:

All loads shall be weighed at the mixing/blending site on scales meeting the requirements of the Government of Canada Weights and Measures Act and Regulations, and in accordance with the

Weigh Scale Procedures of Appendix 4 "*General Provisions and Contract Specifications for Highway Construction*".

Under no circumstances shall the Contractor haul blended winter sand without the presence of government weigher. The Contractor will be required to notify the Department District Checker prior to hauling to arrange for government weighers and checkers.

The Contractor may have more than one blending site per contract and must submit a copy of the sites within seven (7) working days of being awarded the contract.

There shall be no restrictions to when local sand and other materials used for blending purposes can be hauled into the blending site and the contractor will not be required to setup scales at the source pits. However, the Contractor will ensure that loads leaving the sites do not exceed the

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legal weight limits. Tarping of loads shall be at the discretion of the Engineer, as per section 104.16 in the *“General Provisions and Contract Specifications for Highway Construction”*.

The Contractor may blend material at government stockpile sites. The Contractor will still be required to provide scales on site to weigh the blend materials for payment with exception to the Charlottetown Depot (Brackley) where the Department’s scales may be used. All this work shall be scheduled in accordance with the terms specified in Provision #6.

Scales are required at the blend sites unless the material being produced is remaining on site. For example, sand being blended at the government yard in Roseneath could be weighed at the source and delivered to the yard prior to blending. Any material being blended in Roseneath for delivery to another government stockpile however will need to be weighed in Roseneath with scales supplied by the Contractor. Unless the blend site is the Charlottetown Depot (Brackley) where the Department scales may be used.

Imported material being delivered directly to the sand piles

All loads must be weighed and tarped meeting the conditions stated above for blending local and imported sand.

7. RECEIVING

The final product shall only be delivered to one stockpile site at a time. In so far as government weighers, checkers, operators and yard personnel are concerned, the transporting and receiving of winter sand will only be accepted during non-holiday weekdays between the hours of 8:00 a.m. and 6:00 p.m. Subject to reasonable advance notice however, the Department **MAY** accept shipments outside of these periods provided that there is, at minimum, an average of 100 tonnes of material being delivered to the stockpile sites on an hourly basis. Any additional direct costs for weighers, checkers, operators and yard personnel shall be absorbed by the Contractor if this production is not achieved. The Department shall recover these costs by deducting the amount thereof from the amount to be paid to the Contractor for work under contract on the final payment. Permission to work during these hours will be at the Engineer’s discretion and will be based on the expected quantity of material to be delivered, Contractor limitations (i.e. time available to unload barge/ship), location of stockpile sites and availability of Department staff.

8. BLENDING

The proper blend to meet specifications will be determined by the Department and, once established, not altered unless authorized by the Department.

- i) Blending of ***local and imported sand*** shall be carried out by the use of cold feed blender and a conveyor belt system to take the material away from the blender. No blending can take place without personnel from the Highway Materials Lab Division of the Department of Transportation, Infrastructure and Energy on site.

The testing (at the site and in the lab) and blending of materials will take place during non-holiday weekdays between the hours of 8:00 a.m. and 6:00 p.m. unless an exception is made under Provision #6. All costs associated with the testing (at the site and in the lab) and blending of material outside of these hours will be deducted from the final payment if the requirements of Provision #6 are not met.

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Pre-blending of materials shall not be permitted. The cold feed blender shall have sufficient separate bins for each material to be blended. Each bin shall be equipped with a positive-locking mechanism.

- ii) Salt shall be blended with the winter sand during the blending process at a rate of 6% based on sand pile tonnage requirements. Should the Contractor choose to supply 100% imported material the blending of salt with the imported material shall remain a requirement and shall be blended by use of a cold feed blender and a conveyor belt system to take the material away from the blender.
- iii) Dredged/beach sand shall not be permitted in the final blended product.
- iv) Materials shall be subject to sampling and testing by the Engineer at all times and the Engineer shall be provided ample opportunity to sample material at any time.
- v) Should the Contractor propose to change the source of materials during the work, the Contractor shall advise the Engineer sufficiently in advance of such change to allow samples to be taken and tests conducted.
- vi) Prior approval to use the site(s) for stockpiling and blending purposes must be granted by the Department of Environment.

9. TIME OF COMMENCEMENT

The Department will be responsible for piling the materials at the individual sand piles. Notwithstanding Provision #6 above, scheduling of deliveries to the sand pile locations listed in this contract are subject to the approval of the Engineer to ensure efficient pile construction.

10. TIME OF COMPLETION

The Contractor shall complete all work under this contract on, or before, **Friday, October 30, 2026.**

11. SECTION 107.01 - PAYMENTS

Progress payments equal to 85% of the value of work completed, as determined by the Engineer, will be made monthly to the Contractor as the work progresses. Such progress payments shall be based on a written progress estimate prepared by the Engineer. Notwithstanding the foregoing, no payment shall be construed to be an acceptance of any defective work or material.

The Superintendent may issue payment equal to 100% of the value of the work, depending upon the acceptance of the Certificate of Final Quantities by the Contractor, after the Superintendent has issued a Certificate of Substantial Completion and the Contractor has submitted a Statutory Declaration that all monies the Contractor owes in carrying out the work have been paid.

The Engineer shall deduct any liquidated damages and/or deficiencies from the final payment made to the Contractor. Substantial completion will be considered to occur when all stockpiles have been fully supplied.

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12. FUEL PRICE ADJUSTMENT

A benchmark price for diesel fuel will be established on the closing date for the tender, **Wednesday, August 5, 2026** based on the price posted by the Island Regulatory and Appeals Commission on that date.

At the completion of the contract, the Department will apply the calculated monthly price adjustment as outlined in the Table below to the Contractor's invoices for each appropriate month. These adjustments will be based on the monthly retail price of diesel fuel for Charlottetown as established by MJ Ervin & Associates.

% Fuel Increase or Decrease Price Change +/-	Unit bid price per tonne - Schedule "C"
0.10 - 10.0	0
10.1 - 15.0	2%
15.1 - 20.0	4%
20.1 - 25.0	6%
25.1 - 30.0	8%
30.1 - 35.0	10%
35.1 - 40.0	12%
40.1 - 45.0	14%
45.1 - 50.0	16%

13. SECTION 102.13 - SCHEDULING OF THE WORK

The Contractor shall submit a schedule prior to being awarded the Contract. The Department shall notify the successful bidder. After receiving the notification, the Contractor shall have seven (7) working days to deliver an acceptable schedule to the Department. If, in the Engineer's opinion, the schedule does not realistically represent the work, the Department reserves the right to ask the Contractor to revise the schedule. The Contractor may revise the schedule prior to the start of the work and only once during the progression of the work. Sufficient notice must be given to the Department to co-ordinate delivery of salt to the sand pile sites. In no case shall the scheduled completion date surpass the time of completion **Friday, October 30, 2026**.

The number of working days stipulated for this contract is: **24** days.

Work days are defined as any day requiring Department personnel to work with the contractor to complete this contract. Personnel to include, but is not limited to, weighers, checkers, lab personnel and government operators.

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14. LIQUIDATED DAMAGES

In case the Contractor should fail to complete the work within the time specified, the Contractor shall be responsible for stacking the sand at each of the sand pile sites with either a loader or stacker. Any costs to the Department shall be recovered by deducting the amount thereof from the amount to be paid to the Contractor for work under contract.

Blended sand supply shall not contain more than 6.0% moisture content, when tested in accordance with ASDM C566, when delivered to the designated stockpile sites within the contract. Adjustment in quantities will be corrected for sand delivered in excess of 6% and will be reflected in quantities paid.

15. EQUIPMENT

Except as otherwise specified, the Contractor shall provide all labour, equipment and materials including lubricants necessary for the completion of the work in accordance with this contract.

16. SECTION 104.17, ENVIRONMENTAL COMPLIANCE

The Contractor, prior to the work commencing, shall assure that all environmental protection structures are in place. The Contractor shall endeavour during the prosecution of the work to protect and preserve the environment in accordance with the Environmental Protection Act and Regulations that may be in place at the time of the work. All work shall be carried out in accordance with the Environmental Construction Practice Guidelines of Appendix 2 *“General Provisions and Contract Specifications for Highway Construction”*.

The Contractor shall carry out any extra work, as directed, to protect the environment in accordance with Provision 103.03 of *“General Provisions and Contract Specifications for Highway Construction”*.

If the Contractor fails to protect the environment in accordance with the above after being notified in writing, then a stop work order may be issued.

The Engineer may employ others to do whatever work is necessary for the protection of the environment and shall deduct the cost incurred from any monies owed to the Contractor. Failure of the Engineer to act shall not relieve the Contractor of any contractual responsibility.

All pits or plants from which material is taken or produced for use in the work shall comply with the Department's Environmental Protection Act and Regulations now in force.

17. SECTION 105.04, INSURANCE REQUIREMENTS

The Contractor shall, without limiting his obligations or liabilities herein, and at his own expense, provide and maintain the following insurances in forms and amounts acceptable to the Minister.

Comprehensive General Liability - in an amount not less than \$3,000,000.00 inclusive per occurrence against bodily injury and property damage. The Government of Prince Edward Island is to be added as an insured under this policy, such insurance shall include, but not be limited to:

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- (a) Blanket Written Contractual Liability included in this agreement;
- (b) Personal Injury Liability;
- (c) Non-owned Automobile Liability;
- (d) Cross Liability;
- (e) Operation of Attached Machinery.
- (f) Products and Completed Operations Liability;
- (g) Owner's and Contractor's Protective Liability;
- (h) Contingent Employer's Liability;
- (i) Employees as Additional Insured;
- (j) Broad Form Property Damage; and
- (k) Operation of Attached Machinery

Automotive Liability on vehicles owned, leased, operated or licensed in the name of the Contractor in an amount not less than \$2,000,000.00.

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

Proof of Insurance

A certified copy of the required insurance shall be furnished to the Department prior to commencing work and a certified copy of all renewals shall be submitted by the Contractor for the term of contract.

Approval by the Minister of any insurance policy of the Contractor shall in no way relieve the Contractor of his obligations to provide the insurance referred to in the contract nor shall it imply that the policies are in accordance with the terms of this agreement.

1. All required insurance shall be endorsed to provide the Government with sixty (60) days advance written notice of cancellation or material change.
2. The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.
3. The Contractor shall require and ensure that each sub-contractor maintain liability insurance comparable to that which is required by this contract.

18. METHOD OF MEASUREMENT

The quantity to be measured for payment shall be the number of tonnes of all bid items acceptably delivered in accordance with the specifications to the designated stockpile sites under this contract.

19. BASIS OF PAYMENT

Payment shall be made at the bid price in the contract for each contract item. Payment for the winter sand shall be full compensation for the supplying, blending, loading, weighing and trucking of the final product to each of the designated stockpile sites in this contract. There shall be no additional compensation for the blending of the salt.

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20. SECTION 907 - VEHICLE CONFIGURATIONS AND RESTRICTION

Tractor Belly Dumps (TBD) will not be permitted to haul sand to the stockpile.

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: 991010
2026 SUPPLY OF WINTER S
-13542

Department of Transportation and Infrastructure
Province of Prince Edward Island

Estimate: 5791
Length:

Schedule C
schedule of item for tender

Item Description and Price		Estimated Quantity	Contractor Total Price
ROSENEATH STOCKPILE			
Section: 1380	Item: 138023		
		PER Tonnes	
	\$	PER Tonnes	6,300.00 \$
		100	
MONTAGUE STOCKPILE			
Section: 1380	Item: 138028		
		PER Tonnes	
	\$	PER Tonnes	5,000.00 \$
		100	
PETERS ROAD STOCKPILE			
Section: 1380	Item: 138030		
		PER Tonnes	
	\$	PER Tonnes	5,500.00 \$
		100	
BRIDGETOWN STOCKPILE			
Section: 1381	Item: 138173		
		PER Tonnes	
	\$	PER Tonnes	5,700.00 \$
		100	
Total Carried Forward			\$
From Previous Page			
Total Carried Forward			\$
HST			\$
Grand Total			\$

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SCHEDULE D

SCHEDULE OF EQUIPMENT TO BE USED ON THE WORK

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**SCHEDULE E
SCHEDULE OF SUB-CONTRACTORS**

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**SCHEDULE F
ADDITIONAL FUEL ADJUSTMENTS**Payment Adjustment for Fuel Cost

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

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

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

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

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

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

The payment adjustment shall be calculated as follows, where:

FA = Fuel Adjustment

WP = Wholesale Price

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

NFCR = Nominal Fuel Consumption Rate

MQ = Material Quantity

When $WP > 1.05 \text{ TFP}$, 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:

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

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Examples:

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

Calculation

FA = Fuel Adjustment

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

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

Calculation

FA = Fuel Adjustment

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

MQ = Material Quantity

Work @ \$0.80 = 1,200t

Work @ \$0.82 = 1,000t

Work @ \$0.88 = 900t

Work @ \$0.80 = 1,400t

TFP = Tender Fuel Price = \$1.35/L

WP is less than $0.95 \times \text{TFP}$ therefore $\text{FA} = (\text{WP} - 0.95 \times \text{TFP}) \times \text{NFCR} \times \text{MQ}$

	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