

**DEPARTMENT OF TRANSPORTATION, INFRASTRUCTURE AND ENERGY
Province of Prince Edward Island**

**TENDER FORM AND AGREEMENT
Revision 0**

THIS AGREEMENT made by and between, herein called the Contractor, the Party of the First Part and The Government of Prince Edward Island as represented by the Honourable Paula Biggar, herein called the Minister, the Party of the Second Part.

WITNESS, AS FOLLOWS:

1. Definitions

The definition of terms used in this Tender Form and Agreement shall conform in all respects to the definition of terms contained in the document entitled "General Provisions and Contract Specifications for Highway Construction", published by the Department of Transportation, 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:

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

DISTRICT 2

The scope of this work includes, but is not necessarily limited to the following: the supply of all labour, equipment, and materials necessary to completely replace the existing bridge structure with a new bridge structure. The work on this project shall consist of but not limited to: excavation; slope protection; environmental controls; asphalt excavation; cold plane and stockpile asphalt; demolition and removal of existing structure; new pipe structure; rip rap; road work complete with asphalt paving; and all other ancillaries required to completely install the structure to the satisfaction of the Owner.

TENDER CLOSES:

**Tuesday, 14 August 2018, 2:00 PM
11 Kent Street, 3rd floor Jones Building, Charlottetown, PEI**

**Head of Montague Bridge Replacement
Rev. 0**

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.

**Head of Montague Bridge Replacement
Rev. 0**

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:

- OR 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:

- OR a) a Certified Cheque in the amount of ten percent (10%) of the Contract value, excluding HST, which shall be retained until the warranty period (one (1) year after substantial completion) has elapsed.
- OR b) a Bank Draft in the amount of ten percent (10%) of the Contract value, excluding HST, which shall be retained until the warranty period (one (1) year after substantial completion) has elapsed.
- OR c) 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 substantial completion) has elapsed.
- OR d) 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.

Head of Montague Bridge Replacement Rev. 0

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.

**Head of Montague Bridge Replacement
Rev. 0**

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 5 October 2018.

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.

**Head of Montague Bridge Replacement
Rev. 0**

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 , 2018

SIGNED, SEALED AND DELIVERED
by the Minister on the day
of , 2018.

.....
CONTRACTOR

.....
MINISTER

In the presence of:

.....

In the presence of:

.....

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 1 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

1. GENERAL PROVISIONS AND CONTRACT SPECIFICATIONS for HIGHWAY CONSTRUCTION

This Document can be accessed online at:
www.princeedwardisland.ca/sites/default/files/publications/2018_specifications_manual_0.pdf

2. SECTION 102.07 - BID AND PERFORMANCE SECURITY

The stipulated Bid Security amount shall be thirty-eight thousand dollars (\$38,000).

Upon award, the successful Contractor shall replace the Bid Security by submitting to PEI Department of Transportation, Infrastructure and Energy (the Department) a Performance Security.

The Performance Security shall remain in place until the warranty period expires (one year after substantial completion).

3. SECTION 102.10 - COMPETENCY OF BIDDER

Bidders must be capable of performing the various items of work bid upon. Bidders shall, upon the request of the Department, provide a statement covering experience on similar work and a statement of their financial resources.

4. GEOTECHNICAL REPORT

The Department will issue the site geotechnical report via an addendum once received by the Department.

5. SITE VISIT

The Department recommends that bidders visit the site during the tender period to become familiar with and take into account the existing bridge system and all relevant surrounding site conditions. The successful Contractor to have included in tender price all costs associated with performing all aspects of the work which are affected by existing conditions or related existing conditions which arise as a result of performing any aspect of the work. The Contractor shall investigate the possible presence of underground utilities/services which maybe encountered while performing the work, and take into account all associated precautions and/or altered work methods. No additional compensation will be provided for any work items affected by existing site conditions.

Bidders are responsible for their own safety during the site visit, and are not to negatively affect the safety of the travelling public.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 2 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

6. SUBMISSIONS

Prior to submission to the Department, the Contractor shall be responsible to review the content of all documents for completeness, correctness, and meeting criteria of the Contract. The Contractor shall also be responsible to coordinate submission's timing such that the Department and/or its Consultant have a reasonable and sufficient amount of time to review submission and return comments so that such comments can be incorporated into the related work without negatively affecting project schedule. Incomplete submissions that do not meet project requirements and/or which may negatively affect the Contractor's construction schedule shall be the responsibility of the Contractor.

All submissions shall be submitted via digital media as much as practically possible, unless otherwise noted and/or agreed to by the Department. Digital submissions shall be Portable Document Format (PDF), except for as-built drawings which are to be Autocad Civil 3D file, proxy values turned on (value = 1), saved as version 2013, exported to LandXML, then submitted as an .xml file. All multi-page PDF file documents to be created as a file booklet as opposed to individual files, unless booklet byte size is too large for email transmission.

Note that should the Contractor decide to use any part of the Department's drawing(s) to facilitate the preparation of a submission, the Contractor shall first remove from the drawing(s) all references connected to the Department (provincial logo, title block text, engineer's seal, etc).

7. SECTION 102.13 - SCHEDULING OF THE WORK

The number of working days stipulated for this Contract is twenty-five (25) working days. No claims for delays caused by whatever external agencies or factors shall be allowed. The Contractor shall work Saturdays (if he deems necessary to meet deadline) and/or maximize the hours per day on site.

Note that construction is not permitted to start on site before 4 September 2018. The bridge/roadway (entire width) complete with asphalt seal, and guardrails must be opened to traffic no later than 5 October 2018, with no interruption to traffic after this date. The overall project must be completed no later than 5 October 2018.

All bidders shall supply a Preliminary Construction Schedule with his Tender Documents for review by the Department. Note that the Department's evaluation of submitted bids shall include reviewing the Preliminary Schedule including but not limited to the benefit(s) of earlier completion, bridge/roadway open to traffic (entire width), and overall project completion date. Note that the tender deadline dates indicated for bridge/roadway open to traffic (entire width), and/or overall project completion are the latest acceptable dates, with earlier dates acceptable.

Prior to Contract award, the selected Bidder shall submit a detailed Final Construction Schedule to the Department for review. The Final Construction Schedule shall identify all primary work activities (eg: excavation, demolition, rock placement, pipe structure installation, earthwork backfill, road work, asphalt paving, guardrails, etc). The Final Schedule shall indicate applicable time lines and milestones for all work activities.

Throughout the project the Contractor shall notify the Department of any situations that may negatively affect the project's Final Construction Schedule.

The Contractor shall, upon the Department's request at any time throughout the project, update and submit to the Department an updated Construction Schedule as deems required to reflect any circumstances that may cause the need for an updated Schedule.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

8. SECTION 103.03 - EXTRA WORK

The Cost of any extra work shall not include the costs of service vehicles nor the wages of the supervisory personnel except under special circumstances authorized by the Engineer.

Extra work shall be defined as work activity, or service, on its own or part of a larger component of work to be performed, which is not already included as a cost item in the project's Schedule C.

Note that a Department bridge construction representative (project manager, engineer) shall compare the as-tendered scope of work versus the concerned scope of work to determine whether the concerned work is indeed extra work.

Any extra work which is to be conducted under a Time and Materials System shall be agreed to by both parties, and shall be complimented with the appropriate supplemental information, including, but not limited to:

- a) Labour: Submit (for each worker) name, date(s), description of work performed, time of day work performed, manhours, and associated rates;
- b) Material: Submit identification, quantity, backup invoices, and associated costs for each;
- c) Service or rentals: Submit supporting documentation verifying costs for each item;
- d) Equipment: Submit identification, date(s), description of work performed, time of day work performed, quantity of hours, as well as the equipment's year, make, and model. Equipment charges shall be paid based on the Province of PEI Machinery Rental Rates.

Failure to provide the above information, or any other documentation requested by the Engineer to assist verification of actual cost incurred, shall be cause for rejection of the Claim. All claims shall be submitted within thirty (30) days of the extra work being complete, or within the associated progress claim period. Failure to provide the requested documentation in a timely manner may result in a delay of payment for the extra claim, with no incremental extra compensation entertained.

Note that a Department bridge construction representative (data collector, project manager, engineer) must be notified prior to the Contractor performing any activities He deems to be extra work. A bridge representative also must be notified of any non-activity items the Contractors deems extra (eg: lost time and delays, meals, accommodations, services, etc) prior to these costs being incurred by the Contractor. Failure to notify may result in non-consideration of payment.

Note that the Department reserves the right to consider a lump sum cost proposal (complete with a detailed breakdown of costs as per the Time and Materials breakdown above) from the Contractor. This consideration not does eliminate the Department's option to pay for extra work via Time and Materials.

Note that the Department also reserves the right to award any extra work to a third party other than the Contractor.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

9. SECTION 103.04 - FINAL CLEANUP

Site cleanup to existing road, structure, and surrounding area within the contract limits will be considered incidental to the performance of the work and shall be part of this Contract's scope of work. Refer to section 103.04 for more information.

10. SECTION 104.08 - CONTRACTOR'S RESPONSIBILITY

The Contractor shall identify and place a competent and reliable representative with authority to act for the Contractor in charge of the work. The representative shall be responsible for all aspects of the work, including, but not limited to the Contractor's own forces, any and all sub-contractors, suppliers, etc., reviewing, verifying and approving any claims for additional work submitted by sub-contractors, and organizing each day's work plan in light of completing the work within the allotted time frame. No compensation shall be given for any extra work. See Clause 103.03 above.

11. SECTION 104.10 - DAMAGE BY VEHICLES OR OTHER EQUIPMENT

Any damage to any structure elements, or adjacent property, during any activity due to vehicles, heavy equipment, or any other equipment controlled by the Contractor shall be repaired or replaced as determined by the Department and at the Contractor's expense. Do not park heavy equipment on roadway. Refer to section 104.10 for more information.

Reinstatement of existing asphalt, shoulders, ditches, adjacent property, or any other existing feature which is outside the project limits, yet which is damaged by the Contractor, shall be at the Contractor's expense with no additional cost to the Contract. Determination and extent of damage shall be at the discretion of the Department. Reinstatement shall be reasonably to that condition prior to project start.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 5 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

12. SECTION 104.17 - ENVIRONMENTAL PROTECTION

Dispose of demolished materials at an approved disposal site in accordance with applicable Provincial Environmental Guidelines.

The Contractor shall be responsible to apply, obtain, and pay for all environmental permits such as but not limited to waste disposal, creosote disposal, pit material, etc. The Contractor shall provide copies of applicable permits to the Department upon request.

Any related permits applied for in advance by the Department on behalf of the successful Contractor are made solely in the interest of the project schedule. Any permits issued to the Department shall automatically become the entire responsibility of the Contractor with respect to performing all work activities in compliance with the concerned permits.

The Contractor shall be responsible to apply for, pay for, and submit a copy to the Department of both a Hazardous Waste Permit and a Pit Permit.

The Contractor shall develop and submit to the Department (for the Department's review and comment prior to the project's startup meeting with the Contractor) an Environmental Control Drawing(s) indicating the type and extent of each environmental control. This drawing shall be developed based on the Contractor's proposed work methods and procedures, coincident with the work activities within the time frame of the project.

The primary criteria to determine the required type and extent of environmental control shall be:

- a) all work to be performed in isolation of the watercourse, and/or separated from the watercourse and the toe of slopes via installation of environmental control(s); and
- b) the release of sediment into the watercourse shall be prevented.

All environmental controls shall be in place prior to and during related project activities. Refer to specific bid items for related description and measurement of payment for some environmental controls. Controls without a bid item (such as but not limited to Emergency Response Kit) shall be considered incidental to the project with no additional compensation provided.

The type, location, and extent of all environmental controls shall be coordinated with the Department's Environmental Management Section.

The Contractor shall be responsible to monitor (on a daily basis, including non-work days such as weekends or Holidays) all environmental controls. All environmental controls shall be maintained and/or replaced by the Contractor (at no additional cost to the Department) throughout the entire duration of the project such that controls are effectively performing their function.

The Contractor shall provide all labour, materials, and equipment required for the installation, secure attachment, handling, and disposal of a collection system for all timber material waste generated as a result of drilling, cutting, and installing hardware, etc into any timber members. No timber material waste shall be permitted to enter the watercourse (neither directly nor indirectly). This item also includes the loading, transport from site, and disposal off site of all collected waste. This item shall have no cost line item and shall be considered incidental to the project.

No additional compensation will be provided for this item.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 6 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

13. SECTION 106 - PROSECUTION AND PROGRESS, OCCUPATIONAL HEALTH AND SAFETY (OH&S) ACT AND REGULATIONS

No additional compensation shall be provided for this item. All work shall be performed in accordance with the PEI Occupational Health and Safety (OH&S) Act and Regulations.

The Contractor shall submit to the Department a copy of all OH&S reports (independent of report content) related to this construction site. The Contractor shall also submit to the Department written documentation of corrective/remedial measures taken to address any issued identified as requiring such in an OH&S report.

The Contractor shall submit to the Department a copy of a clearance letter issued to the Contractor by the PEI Workers Compensation Board indicating that the Contractor is in good standing. The Contractor shall submit to the Department additional copies verifying renewal of good standing status throughout the duration of the project.

The Contractor shall develop and submit to the Department a Safe Work Plan indicating work procedures and methods to safely work in the area of the existing live overhead electrical conductors.

The Contractor shall fully complete and submit to the Department (prior to mobilizing on site) the attached Hazard Assessment Form and the attached Pre-Construction Contractor Site Safety Check List. Alternatively, the Contractor may elect to use his/her own forms provided they meet or exceed (at the Department's discretion) those provided.

The Contractor shall fully complete and submit to the Department (prior to mobilizing on site) the attached Contractor's Safety Statement.

The Contractor shall submit to the Department Safety Inspection Certificates of any cranes to be used on site or in the Department's Storage Yard. All crane certificates shall bear a P Eng stamp signed and dated by a professional engineer registered with Engineers PEI.

The Contractor is responsible to ensure that the work is performed in a safe manner and that all personal protective equipment, equipment, etc., are in good working order and safe working condition. The Contractor is also responsible to ensure that his labourers, traffic control personnel, and skilled trades people have been adequately trained in their respective roles and duties, as well as their rights and responsibilities under the PEI Occupational Health and Safety Act and Regulations.

The Contractor is responsible to ensure that all equipment can safely enter, manoeuvre within, and exit the site. The Contractor shall take measures to ensure trucks can safely enter, manoeuvre within, que, load, off-load, and exit the site. This includes measures to provide adequate and safe turning areas as required. The Contractor shall be required to arrange and pay for any off-site areas required to facilitate truck/equipment utilization.

The Contractor shall submit to the Department upon request any documentation (example: tool box meeting minutes, incident reports, accident reports, training certificates, etc) related to safety for this project.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

Delivery of earth material shall be by tandem truck only. Delivery via trailers shall not be permitted, except for rip rap material. Any other circumstances must be approved by the Department.

In accordance with Chapter 0-1, Part 2, of the Occupational Health and Safety Regulations, the Contractor shall provide portable toilet during construction.

14. SECTION 201.01 - CLEARING

The unit price bid for this item shall be full compensation for the provision of all labour, materials, and equipment required to remove trees and associated stumps, within the project area as required to facilitate construction work. Note that prior to any tree clearing the Contractor shall confirm with the Department the extent of such.

Work shall include but not be limited to the cutting of trees, delimiting, cutting into lengths as required for transport, loading, transport off site, and disposal. All fallen tree components shall be deemed the property of the Contractor and shall be disposed of in an environmentally acceptable manner in accordance with the PEI Waste Management Regulations at no additional charge to the Contractor. Location and extent of area of tree removal shall first be confirmed with the Department prior to cutting any trees.

15. SECTION 202.01 - GRUBBING

Grubbing shall also include the stripping, removal, and disposal of all topsoil as required within the project limits.

16. SECTION 907 - VEHICLE CONFIGURATIONS AND RESTRICTIONS

The bridge site shall be closed to traffic in both directions at all times during construction. Department supplied signage related to the road closure will be in place by approximately 9am on the first day of construction.

17. BID ITEM # 20306 - EXCAVATION: EARTH SURPLUS/SUITABLE

The unit price bid for this item shall include the handling of surplus material to a separate site designated by the Contractor to be later used as common borrow material for embankment or roadbed construction for this project's site. The Department will determine on site the identification and extent of material deemed surplus suitable. The unit rate bid for this item shall include the excavation, loading, transportation off site (or store on site if the Contractor determines there is sufficient space), stockpiling, any environmental controls required, reloading, transportation back to this site, placement, grading, and compaction of the material. Contractor to determine in conjunction with the Department representative the extent of excavation so to place any equipment and/or manouevre trucks or equipment within the site. The Contractor is responsible for providing a separate site to temporarily store the material and ensure that it is secured for use by the Department. No additional compensation shall be entertained for any part thereof required to conduct the work as intended.

Contractor to determine in conjunction with the Department representative the extent of excavation so to place any equipment and/or manouevre trucks or equipment within the site.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 8 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

For the purpose of determining the volume of material excavated, the Contractor shall be responsible for all costs to perform a site survey (both prior to and after excavation) of the excavated area and submit to the Department a digital file (Autocad Civil 3D file, proxy values turned on (value = 1), saved as version 2013, exported to LandXML, then submitted as an .xml file) indicating digital sketches of applicable cross sections used to determine the volume of material. The sketches shall also indicate the associated volume of material in units of cubic metres. The survey results are to be referenced to the Department's site survey benchmark. The Department will provide to the Contractor an Autocad file indicating the results (coordinates and ground elevations) of the Department's site topographical survey of the existing conditions. This data shall be used by the Contractor to aid in determining the volume of material excavated.

Note that the Department shall determine on site, during excavation, the vertical extent of excavation within the existing roadbed from the mass excavation of the new structure area back to the project limits.

The Contractor shall take due care during all ground disturbing activities on the site relative to possibly unearthing items of cultural significance. If any such items are unearthed all ground disturbing activities shall halt until applicable authorities are notified and proper care and attention has been undertaken.

18. BID ITEM # 20307 - EXCAVATION: EARTH WASTE

The unit rate bid for this item shall include the excavation, loading, transportation, any environmental controls required, and disposal of earth waste material off site. The Department will determine on site the identification and extent of material deemed waste. Contractor to determine in conjunction with the Department representative the extent of excavation so to place any equipment and/or manouvre trucks or equipment within the site. No additional compensation shall be entertained for any part thereof required to conduct the work as intended.

This cost item shall also include all costs associated with the digging out, handling, loading, transporting, and disposal off site of existing and already decommissioned telecommunication cables located within both the upstream and downstream shoulder, as located within the excavation area for this project.

Note there will be excavation required within the inlet and outlet areas of the new structure to create the new watercourse alignment.

For the purpose of determining the volume of material excavated, the Contractor shall be responsible for all costs to perform a site survey of the excavated area (both prior to and after excavation), and submit to the Department a digital file (Autocad Civil 3D file, proxy values turned on (value = 1), saved as version 2013, exported to LandXML, then submitted as an .xml file) indicating digital sketches of applicable cross sections used to determine the volume of material. The sketches shall also indicate the associated volume of material in units of cubic metres. The survey results are to be referenced to the Department's site survey benchmark. The Department will provide to the Contractor an Autocad file indicating the results (coordinates and ground elevations) of the Department's site topographical survey of the existing conditions. This data shall be used by the Contractor to aid in determining the volume of material excavated.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

Note that the Department shall determine on site, during excavation, the vertical extent of excavation within the existing roadbed from the mass excavation of the new structure area back to the project limits.

The Contractor shall take due care during all ground disturbing activities on the site relative to possibly unearthing items of cultural significance. If any such items are unearthed all ground disturbing activities shall halt until applicable authorities are notified and proper care and attention has been undertaken.

19. BID ITEM # 20316 - EXCAVATION: PAVEMENT

The existing asphalt pavement shall be excavated to full depth off the existing road. The RAP (reclaimed asphalt pavement) shall be transported and stockpiled by the Contractor at the Department's Bridgetown Storage Yard. The unit bid price for the above listed shall be full compensation for the work. No additional compensation shall be provided.

Note that the Contractor shall confirm with the Department, prior to starting any asphalt excavation activities, the extent of excavation required.

20. SECTION 20701 - GRANULAR BASE: CLASS A

The unit bid price for this item shall include the supply, placement, and compaction of Class 'A' granular base for the roadway as well as granular shoulders. This item also includes the cost of use of a shoulder machine. Contractor shall determine and verify quantity of material required prior to ordering and site delivery. Use and extent of material may also be determined on site by Department representative. There shall be no additional measurement nor payment for fine grading, placement, and compaction of shoulder material.

21. SECTION 20709 - CLASS D GRAVEL

This item includes the supply, placement, and compaction of Class 'D' granular material within the foundation areas as deemed required by the Department. Contractor shall determine and verify quantity of material required prior to ordering and site delivery. Use and extent of material may also be determined on site by Department representative.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

22. SECTION 21301 - RANDOM RIP-RAP R5

The unit bid price for this item shall include the supply and placement of random R5 rip rap as indicated on the drawings, or as directed on site by the Department. Use and extent of material may also be determined on site by Department representative. The Contractor shall co-ordinate delivery of material on site such that it is dumped off a truck only once on site prior to its final placement. Contractor shall determine and verify quantity of material required prior to ordering and site delivery.

Note that all rip rap material shall be granite and meet the Department's Technical Specification Clause 213.02 for Class 1 material.

Note that R5 will be required along the bottom of new watercourse surfaces, as well as part of local treatment along inlet and outlet embankments.

23. SECTION 21303 - RANDOM RIP-RAP R50

The unit bid price for this item shall include the supply and placement of random R50 rip rap as indicated on the drawings, or as directed on site by the Department. Use and extent of material may also be determined on site by Department representative. The Contractor shall co-ordinate delivery of material on site such that it is dumped off a truck only once on site prior to its final placement. Contractor shall determine and verify quantity of material required prior to ordering and site delivery.

Note that all rip rap material shall be granite and meet the Department's Technical Specification Clause 213.02 for Class 1 material.

Note that the Department's specification for the percent finer by mass for the 330mm size shall read 0%, not 0-20%.

Note that R50 will be required as part of local treatment along inlet and outlet embankments.

24. SECTION 21304 - RANDOM RIP-RAP R100

The unit bid price for this item shall include the supply and placement of random R100 rip rap as indicated on the drawings, or as directed on site by the Department. Use and extent of material may also be determined on site by Department representative. The Contractor shall co-ordinate delivery of material on site such that it is dumped off a truck only once on site prior to its final placement. Contractor shall determine and verify quantity of material required prior to ordering and site delivery.

Note that all rip rap material shall be granite and meet the Department's Technical Specification Clause 213.02 for Class 1 material.

Note that the Department's specification for the percent finer by mass for the 420mm size shall read 0%, not 40-55%.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

25. BID ITEM # 50101 - ASPHALT CEMENT

For bidding purposes, an artificial rack price of seven hundred and fifty dollars (\$750.00) per tonne, without anti-stripping, shall replace the Department's posted Average Asphalt Binder Rack Price table for this Contract. This artificial price shall be used as the price index when calculating the liquid asphalt cement price adjustment.

26. BID ITEM # 70405 - COLD PLANE & STOCKPILE: RAP

The existing asphalt pavement between the project shall be cold planed to full depth, except 50mm depth at each end of project limits as indicated on the drawings. The RAP (reclaimed asphalt pavement) shall be transported and stockpiled by the Contractor at the Department's Bridgetown Storage Yard. The unit bid price for the above listed shall be full compensation for the work. No additional compensation shall be provided.

Note that the Contractor shall confirm with the Department, prior to starting any cold planing activities, the extent of cold planing required.

27. BID ITEM # 80302 - HYDROSEEDING

The unit bid price for the above listed item shall include seeding of all topsoiled areas once the concerned areas are topsoiled. This shall include all disturbed embankments, ditches, new roadway embankments, etc within the project limits, as well as the transport offsite disposal area. Acceptable products shall be Flexterra, Firbramulch, or equivalent approved by the Department.

28. BID ITEM # 82100 - ENVIRONMENTAL CONTROLS

This lump sum cost item shall include all costs associated with the supply, overall fabrication, installation, relocation as required, maintenance/repair, replacement of damaged areas, daily inspection, positive fastening or anchorage measures required to keep in location, adjustments, decommissioning, and removal from site of silt boom(s) as required on site to meet the primary environmental protection criteria. The unit price shall be specific for this project only. Loss of future use (for any reason) of the silt boom on separate projects shall not be compensated. No additional compensation shall be provided for this item.

The boom(s) shall be installed for a maximum of eight (8) hours during a day to permit fish passage. The bid price shall allow for removal and reinstallation of boom(s) as required to satisfy this requirement.

This item shall also include all costs associated with the supply, installation, maintenance/repair, replacement of damaged areas, daily inspection, positive fastening or anchorage measures required to keep in location, adjustments, decommissioning, and removal from site of type 1 silt fence, type 2 silt fence, filter fabric, and straw blanket as required on site to meet the primary environmental protection criteria. Note that straw blanket to remain on site.

This item shall also include all costs associated with the supply, placement, and daily inspection of straw mulch and straw bales as required on site to meet the primary environmental protection criteria.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

29. BID ITEM # 90201 - FLEXBEAM GUARDRAIL: REMOVAL

The unit price bid for the above listed item shall include the removal of all the existing guardrail complete with timber posts, any timber spacer blocks, and all associated hardware along both sides of the road within the project limits. All flexbeam elements to be delivered to the Department's Charlottetown Storage Yard. Loading, transport, and off-loading to be by and at Contractor's expense. Contractor to co-ordinate delivery to the storage yard with contact provided by the Department. Existing posts, blocks, and hardware to be disposed of off site in an environmentally acceptable manner in accordance with the PEI Waste Management Regulations. No additional compensation shall be provided for this item.

Note: Flexbeam lengths are to be taken apart at the bolted joints.

Note: Do not torch the flexbeam section at any location. Nuts are to be removed via a torque wrench or grinder. Do not torch larger holes at bolt locations.

30. BID ITEM # 90301 - FLEXBEAM GUARDRAIL: ERECT

The unit price bid for the above listed item shall include the loading (from the Department's Charlottetown Storage Yard) all new flexbeam guardrail, timber posts, timber spacer blocks, and all associated hardware; transport to site; unloading, and installation of all elements on site. Note that posts are to be located as per Department Specification. Contractor to co-ordinate loading at the Storage Yard with yard contact provided to the Contractor by the Department. End terminations shall be buried at all four (4) locations. No additional compensation shall be provided for this item.

Note that guardrail installation shall not occur until after the final shoulder work is complete.

31. BID ITEM # 130002 - STREAM DIVERSION

Note that this item pertains to stream containment, even though the title is Stream Diversion. The existing watercourse alignment will be altered, other than local containment measures.

This item pertains to constructing and maintaining stream containment required to perform all new construction activities in a dry condition. Dry condition means no ponded water.

The work activity shall include but not be limited to: supply, placement, maintenance, and eventual removal from site of all material, as determined by the Contractor, to create a fully contained watercourse such as but not limited to gabion baskets, sand bags, sheathing, concrete jersey barriers, steel sheet piling, steel plates, timber framing, shoring and bracing, plastic liners, HDPE liners, concrete or plastic pipes, stakes, rip rap, weight/anchorage material, pumps, etc; monitoring and maintenance of area receiving pumped water away from the construction area; provision of all required labour, security personnel, and all other ancillaries required to completely divert the watercourse away from the associated work area. Any shoring and bracing required shall be designed by a professional engineer registered with Engineers PEI.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 13 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

This item shall include all work activities associated with the supply, installation, and eventual removal of watercourse barriers (full water depth and width of the watercourse) upstream and downstream of the work area, and pumping the watercourse water from the upstream area to the downstream area (including all associated environmental controls) of the site as required to perform related work in a dry condition. Dry condition means no ponded water.

This item shall also include all work activities associated with the development and submission by the Contractor to the Department a Stream Containment Plan indicating items such as but not limited to: type of materials to divert/contain/direct the water monitoring and maintenance systems, and any associated environmental controls. The Stream Containment Plan shall be submitted at least two (2) weeks prior to commencing any activity related to the diversion.

This item shall also include all work activities associated with performing a fish rescue prior to pumping excess water remaining after watercourse is realigned.

This item shall not be paid, and shall be incidental to the project cost.

32. BID ITEM # 130509 - INSTALL HDPE PIPE CULVERT

This cost item pertains to the all costs associated with the design, supply, and installation of HDPE pipe culvert as indicated on Department drawings, one (1) pipe culvert, the culvert's inlet control element, and the inlet cut-off wall.

The HDPE material shall be steel reinforced polyethylene. Note that the material for both the inlet control element and the cut-off wall must be compatible with the pipe culvert's material.

Note that the Department has performed the hydraulic design for the site, and has determined the diameter required for the pipe culvert. The pipe culvert's inside surface, as well as the inlet control element's exposed surfaces, shall have a Mannings Roughness Coefficient no more than 0.013.

Note also that the Department has performed a fish passage elevation design, with the resulting invert elevations indicated on the Department's drawings.

The Department requires the pipe culvert to be placed in its field position utilizing maximum stock lengths (2 - 7.3M stock lengths and 2 - 4.3M stock lengths) complete with welded joints over entire perimeter of culvert.

The lump sum price for the above listed item shall be full compensation for:

- A) The engineered culvert design as per AASHTO LRFD Bridge Design Section 12. The applied live load shall be CL-625 in accordance with the latest edition of CSA S6 Canadian Highway Bridge Design Code. The culvert design shall also include the design of: granular bedding, inlet control element, inlet cut-off wall, and the engineered granular backfill envelope.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

- B) The development of culvert design drawings for all of the above components listed in (A) indicating all material criteria, material grades, dimensions, invert elevations (as provided by the Department), component-to-component joint connection detail (to be structurally integral and water-tight), bedding material limits (minimum 450mm thick), backfill envelope limits, backfill procedures, inlet control element connection details to pipe culvert, inlet cut-off wall connection details to pipe culvert, each component length field location and resulting cutoff location, compaction criteria, calculated maximum soil bearing pressure below culvert, any construction methodologies and/or restrictions, and other any design related information. Design drawings to be submitted to the Department for general review. All design drawings shall bear a P Eng stamp signed and dated by a professional engineer registered with Engineers PEI.
- C) The development of culvert lift design drawings indicating culvert's total mass associated with component length installed, location of lift points relative to culvert's length, lift equipment location and required lift capacity, any spreader beam details (size, location, length), cable and/or strap sizes, and connections. Lift design drawings to be submitted to the Department for general review. All lift design drawings shall bear a P Eng stamp signed and dated by a professional engineer registered with Engineers PEI.
- D) Supply, transport to site, off-loading, on-site storage (if required), lift reinforcement and/or spreader beams, and installation and alignment of the entire culvert to the satisfaction of the Engineer, manufacturer, and culvert supplier's technical representative. The Contractor shall adhere to the strict instructions or recommendations of the culvert supplier's installation and/or his on-site technical representative.
- E) All costs associated with the culvert supplier providing a technical representative on site at all times during the placement and compaction of granular bedding, culvert installation, pipe component-to-component joint connection work, and placement and compaction of the granular backfill envelope. Contractor to submit to the Department daily reports from technical representative indicating extent of work observed, any directives, and statement indicating work is in compliance with culvert design.
- F) All costs associated with the culvert supplier providing a technical representative to develop, and submit to the Department, a written record addressing all of the above items constructed in accordance with the culvert design.

Note that the structural design of the culvert system shall be performed by a company registered to practice engineering in PEI. The Contractor shall submit to the Department a copy of the design company's Certificate of Authorization (COA) as granted by Engineers PEI.

The company performing the structural design shall also carry at least two million dollars (\$2,000,000) coverage (per occurrence) of Professional Liability (Errors and Omissions) Insurance. The Supplier shall submit to the Department a copy of the design company's Certificate of Insurance verifying such coverage.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 15 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

33. BID ITEM # 130812 - SITEWORK DEMOLITION AND REMOVAL

No additional compensation will be provided for this item. Refer to attached Schedule 'F' and drawings for additional details. Refer also to section 104.14 of the Department's Specifications.

Note that demolition of existing structure components shall not start until the watercourse is completely diverted through the new structure, with the realigned watercourse isolated from the existing structure.

The lump sum bid price for the above listed item shall be full compensation for the demolition, removal from site, and the disposal off site of all existing structure components including but not limited to:

concrete deck complete with curb and/or endbeams, and both concrete abutment walls (footings can remain),

timber posts complete with associated tie-back system, timber flooring, timber stringers, timber lagging walls complete with associated tie-back system, timber wingwalls (extensions) complete with lagging, timber decking, timber curbing and chocks, stacked timber curbing at each end, any timber debris on channel bottom,

and all other removals as required to facilitate the new structure placement complete with new approach roadways.

All of these items shall be deemed the property of the Contractor and shall be disposed of in an environmentally acceptable manner in accordance with the PEI Waste Management Regulations at no additional charge to the Contract. All items to be removed from site and disposed of, independent of their protective coating or lack thereof.

This item includes the cost of disposal fees (and any required permits) to dispose material in an environmentally acceptable manner.

This item shall also include all costs (including all environmental controls) associated with dewatering any areas of the site in order to perform any construction activity and/or if any area becomes contaminated with earth silt during any phase of the project. The location of dewater outfalls shall be co-ordinated with the Department. The Contractor shall arrange, obtain permission, and pay for any outfalls which may have to be located on adjacent privately owned land. No additional compensation shall be provided for any additional work and/or equipment related to dewatering.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 16 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

This item shall also include all costs associated with the development and submission by the Contractor to the Department a Dewatering Plan indicating items such as but not limited to the location of outfalls and any associated environmental controls. The Dewatering Plan shall be submitted at least two (2) weeks prior to commencing any activity which will require dewatering.

The Department recommends that bidders visit the site during tender period to become familiar with and take into account the existing structure's system and all relevant surrounding conditions. Successful Contractor to have taken into account all costs associated with all existing conditions. Bidders are responsible for their own safety during the site visit, and are not to negatively affect the safety of the travelling public.

Note the Contractor assumes all risks related to the use of the existing structure in any way to facilitate new construction, should the contractor decide to do so.

34. BID ITEM # 130831 - CONCRETE BARRIERS

The unit rate bid price shall be full compensation for loading concrete barriers at the Department's Charlottetown Storage Yard, transport to site, offloading on site, placement for road closure, handling/repositioning on site to accommodate any equipment setup or material delivery to the site, site loading, transport back to the Department's Charlottetown Storage Yard, and offloading at the Storage Yard.

Note that the Contractor shall confirm with the Department prior to loading at the Storage Yard the quantity of barriers required on site.

35. BID ITEM # 130876 - GENERAL MOBILIZATION AND DEMOBILIZATION

The lump sum bid price for the above listed item shall be full compensation for the mobilization and demobilization of all equipment, material, and labour to and from the site, including land negotiations for storage areas as well as any negotiations with utilities. This item also includes the provision of parking areas for equipment and vehicle parking including any land negotiations for such. This item also includes the supply, placement, and removal from site any earth materials and associated environmental controls required as part of mobilization and demobilization. No additional compensation shall be provided for this item.

Contractor shall provide a site trailer to be shared by the Contractor and Engineer. Trailer shall be equipped with electricity, lights, phone, table, chairs, one (1) screened window, and one (1) man door. It is the Contractor's responsibility to find a location near the structure to place the trailer. This item shall be included in the lump sum price bid for this item. The Contractor shall provide heat in the trailer at no additional cost to the Contract.

This item shall also include all costs associated with the supply, installation, and eventual removal of a safe walkway from one foundation side to the other. The walkway shall meet requirements of the PEI OH&S Act and Regulations. The walkway shall be for use by Contractor, sub-contractor, supplier, the Department, DFO, or any other individual authorized to be on site.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

Page 17 of 18

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

36. BID ITEM # 131056 - BACKFILL CONCRETE STRUCTURE

This cost item is for backfill pipe culvert structures, even though its title indicates Backfill Concrete Structure.

The unit bid price for this item shall include the supply, placement, and compaction of Class 'A' granular backfill against the structures as indicated on the culvert design drawings (as developed by the Contractor's culvert designer). Contractor shall determine and verify quantity of material required prior to ordering and site delivery. Within 300mm of the structure the material shall be compacted with a hand tamper. There will be no additional compensation entertained for meeting the required density on the Class A backfill.

37. BID ITEM # 135101 - PROJECT LAYOUT

The lump sum bid price for the above listed item shall be full compensation for all surveying and layout of the project site, including excavation cross section survey and volume calculation, elevations, new watercourse alignment layout, new watercourse bottom elevations along its length, pipe culvert structure layout, pipe culvert invert elevations at inlet and outlet, toe of slope layout, edge of pavement layout, dimensions, and all other measurements and layouts required to complete the work.

The Department will provide layout information upon request of the project layout team. Any discrepancies or irregularities shall be promptly pointed out to the Engineer for resolution prior to proceeding with the work. Copies of all digital files required for on site quantity calculations shall be provided to the Department for verification. The provision of Project Record Drawings shall be considered incidental to this item.

The Contractor shall perform an as-built survey and submit to the Department, at no additional cost to the Contract, digital file (Autocad Civil 3D file, proxy values turned on (value = 1), saved as version 2013, exported to LandXML, then submitted as an .xml file) as-built drawings developed to scale indicating plan locations (Northing and Easting coordinates using the same grid system as used to locate the new bridge foundation) and corresponding elevations (relative to project benchmarks) of all finished features at maximum 20 metre intervals aligning with project stationing within the project limits, and including any new work constructed under this Contract but located outside the project limits. Northing, Easting, and Elevation data shall be presented via the Contractor submitting to the Department a coordinate file (digital ASCE).

Road features to be identified and as-built surveyed include primary construction types and visual changes and/or extents such as but not limited to: utility poles, toe of slope, toe and crest of rip rap for each Rsize, crest (rounding) of shoulder, guardrail, edge of pavement, traffic lane lines, and road centerline.

New bridge features to be identified and as-built surveyed include primary construction types and visual changes and/or extents such as but not limited to: all pipe structures' top crown at inlet and outlet, all pipe structures' inlet and outlet inverts.

All surveyed elements to be clearly identified on the drawing file via use of piece marks, tabulated data, CAD layers complete with visually identifiable colors and line types.

SCHEDULE 'A'
SCHEDULE OF SPECIAL PROVISIONS
Revision 0, July 27, 2018

HEAD OF MONTAGUE BRIDGE - STRUCTURE REPLACEMENT

38. BID ITEM # 136261 - GABION BASKETS: REMOVE

The lump sum price for this item shall be full compensation for the provision of all labour, materials, and equipment required to remove and handle all existing gabion baskets, empty out all rock and stockpile rock on site, place all rock from the stockpile to areas throughout this site as part of this project, and dispose of off site the associated emptied baskets.

39. SIGNAGE

The Contractor shall be responsible for the supply, fabrication, secure placement on site, and any periodic maintenance / repositioning / keeping upright / covering over when warranted of traffic signage required for communicating to the travelling public the presence of traffic control persons (to be used during the turning of trucks and equipment on the open portion of the road during entry and exit to and from the site). All signage shall be in accordance with the Prince Edward Island Temporary Workplace Traffic Control Manual (latest edition). Submit type of signage and associated locations (plan dimensions relative to each other, traffic control personnel, and bridge abutments) to the Department for review prior to sign fabrication. Refer to Section 908 of the General Provisions and Contract Specifications for further details. This item shall have no cost line item and shall be considered incidental to the project. No additional costs shall be entertained for this item.

Note the size, and color (fluorescent orange), of the signs as indicated in the Prince Edward Island Temporary Workplace Traffic Control Manual (latest edition). The fluorescent orange color requirement has been phased in, and will now be implemented by the Department starting in 2018.

The Department will be supplying and maintaining signage related to the road closure and detour.

All energy powered control devices (and associated equipment) related to the road closure and detour shall be supplied (including energy supply, hookup, and decommissioning) and maintained by the Department.

40. MEETINGS

The Contractor shall make himself available for meetings with local utilities, local authorities, and the Department representatives for an initial start-up meeting prior to construction to discuss environmental controls, the sequence of construction relative to environmental controls, site safety, schedule, temporary utility locations, traffic management plans, and any other pertinent issues related to the project. This shall be considered incidental to the project. No additional costs shall be entertained for this item.

The Contractor shall also make available his lead construction manager and site superintendent for periodic site meetings to be held throughout the construction time frame. Note that the purpose of the meetings is to discuss relevant issues with the Department, DFO, etc, and not for the Contractor to discuss internal issues nor issues with his sub-contractors, suppliers, etc.. Frequency of meetings will be maximum weekly during initial project stages, and biweekly throughout the remainder of project. This shall be considered incidental to the project. No additional costs shall be entertained for this item.

SCHEDULE B

IDENTIFICATION OF PRINCIPALS

Name of Contractor:

Mailing Address:

Telephone:

Fax:

Principal's Name:

Title:

Mailing Address:

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

Department of Transportation Infrastructure & Energy
Province of Prince Edward Island

Schedule C
schedule of item for tender

Item Description and Price		Estimated Quantity	Contractor Total Price
CLEARING			
Section: 201	Item: 20101		
		PER ha	
		PER ha	.50 \$
		100	
GRUBBING			
Section: 202	Item: 20201		
		PER ha	
		PER ha	.10 \$
		100	
EXCAVATION: MUCK			
Section: 203	Item: 20302		
		PER M3	
		PER M3	30.00 \$
		100	
EXCAV:EARTH SURPLUS/SUITABLE			
Section: 203	Item: 20306		
		PER M3	
		PER M3	750.00 \$
		100	
EXCAVATION: EARTH WASTE			
Section: 203	Item: 20307		
		PER M3	
		PER M3	1,500.00 \$
		100	
EXCAVATION: PAVEMENT			
Section: 203	Item: 20316		
		PER Square Metr	
		PER M2	200.00 \$
		100	

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

Item Description and Price		Estimated Quantity	Contractor Total Price
BORROW: COMMON			
Section: 206	Item: 20601		
		PER Tonnes	
	\$	PER Tonnes	2,500.00 \$
		100	
BORROW: SELECT			
Section: 206	Item: 20602		
		PER Tonnes	
	\$	PER Tonnes	675.00 \$
		100	
GRANULAR BASE: A			
Section: 207	Item: 20701		
		PER Tonnes	
	\$	PER Tonnes	600.00 \$
		100	
CLASS D GRAVEL			
Section: 207	Item: 20709		
		PER Tonnes	
	\$	PER Tonnes	50.00 \$
		100	
FINE GRADING			
Section: 208	Item: 20801		
		PER Square Metr.	
	\$	PER M2	725.00 \$
		100	
TOPSOIL: LANDSCAPING			
Section: 212	Item: 21201		
		PER Tonnes	
	\$	PER Tonnes	50.00 \$
		100	
			Total Carried Forward \$ _____
			From Previous Page
			Total Carried Forward \$ _____

Item Description and Price	Estimated Quantity	Contractor Total Price
RANDOM RIP-RAP: R5		
Section: 213 Item: 21301		
----- PER Tonnes		
----- \$	PER Tonnes	50.00 \$
-----	100	_____
RANDOM RIP-RAP: R50		
Section: 213 Item: 21303		
----- PER Tonnes		
----- \$	PER Tonnes	60.00 \$
-----	100	_____
RANDOM RIP-RAP: R100		
Section: 213 Item: 21304		
----- PER Tonnes		
----- \$	PER Tonnes	20.00 \$
-----	100	_____
ASPHALT CEMENT		
Section: 501 Item: 50101		
----- PER Tonnes		
----- \$	PER Tonnes	12.00 \$
-----	100	_____
TACK COAT		
Section: 601 Item: 60101		
----- PER Square Metr		
----- \$	PER M2	975.00 \$
-----	100	_____
ASPHALT BASE: A		
Section: 603 Item: 60301		
----- PER Tonnes		
----- \$	PER Tonnes	140.00 \$
-----	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
ASPHALT SEAL: B		
Section: 603 Item: 60350		
-----	PER Tonnes	
-----	PER Tonnes	55.00 \$
-----	100	-----
COLD PLANE & ST'PILE		
Section: 704 Item: 70405		
-----	PER Square Metr	
-----	PER M2	300.00 \$
-----	100	-----
COLD PLANE CONST. JOINT		
Section: 705 Item: 70501		
-----	PER Square Metr	
-----	PER M2	36.00 \$
-----	100	-----
HYDROSEEDING		
Section: 803 Item: 80302		
-----	PER Square Metr	
-----	PER M2	450.00 \$
-----	100	-----
ENVIROMENTAL CONTROLS		
Section: 820 Item: 82100		
-----	PER L.S.	
-----	PER L.S.	1.00 \$
-----	100	-----
FLEXBEAM GUIDERAIL:REMOVA		
Section: 902 Item: 90201		
-----	PER Metres	
-----	PER M	86.00 \$
-----	100	-----

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

Item Description and Price	Estimated Quantity	Contractor Total Price
FLEXBEAM GUIDERAIL: ERECT		
Section: 903 Item: 90301		
-----	PER Metres	
-----	PER M	100.00 \$
-----	100	-----
INSTALL HDPE PIPE CULVERT		
Section: 1305 Item: 130509		
-----	PER L.S.	
-----	PER L.S.	1.00 \$
-----	100	-----
SITWORK DEMOLITION & REM		
Section: 1308 Item: 130812		
-----	PER L.S.	
-----	PER L.S.	1.00 \$
-----	100	-----
CONCRETE BARRIERS		
Section: 1308 Item: 130831		
-----	PER unit	
-----	PER unit	8.00 \$
-----	100	-----
GENERAL MOBILIZATION/DEMOBILIZATION		
Section: 1308 Item: 130876		
-----	PER L.S.	
-----	PER L.S.	1.00 \$
-----	100	-----
BACKFILLING CONCRETE STRUCTURE/CLAS.		
Section: 1310 Item: 131056		
-----	PER Tonnes	
-----	PER Tonnes	500.00 \$
-----	100	-----

Total Carried Forward \$ _____
From Previous Page

Total Carried Forward \$ _____

Project Number: 5046

Department of Transportation Infrastructure & Energy
Province of Prince Edward Island

HEAD OF MONTAGUE BRID

28349

Estimate: 4118

Length: 10.000 |

Schedule C
schedule of item for tender

Page 6 of 6
27 Jul 2018

Item Description and Price	Estimated Quantity	Contractor Total Price
PROJECT LAYOUT		
Section: 1351 Item: 135101		
----- PER L.S.		
----- \$ PER L.S.	1.00 \$	
----- 100		
GABION BASKETS: REMOVE		
Section: 1362 Item: 136261		
----- PER L.S.		
----- \$ PER L.S.	1.00 \$	
----- 100		

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

SCHEDULE D

SCHEDULE OF EQUIPMENT TO BE USED ON THE WORK

SCHEDULE E

SCHEDULE OF SUB-CONTRACTORS

SCHEDULE F

APPENDED ITEMS

ADDENDUMS

GENERAL PROVISIONS and CONTRACT SPECIFICATIONS for HIGHWAY CONSTRUCTION

Contractor's Hazard Assessment Form

Pre-Construction Contractor Safety Checklist Form

Contractor's Safety Statement Form

Fundy Engineering Geotechnical Investigation Report

Dept Design Drawings S1 to S7 inclusive

CONTRACTOR'S HAZARD ASSESSMENT FORM

Hazard Assessments shall be regularly completed by the Project Manager or Designate. All Employees, Subcontractors, and Visitors ***Shall*** be advised of all hazards noted and shall also be advised of any hazards that develop during the project.

Job Location: _____ **Job Contractor:** _____

Project Manager: _____ **Job Foreman:** _____

Administration Checklist	Circle	Correction Date if "NO"	Generic Hazard Identification	Circle	Correction Date if "NO"
OH&S Act on Site:	Y N		Hydro/Phone Lines:	Y N N/A	
Construction & Safety Regs on Site	Y N		Underground Cables/Pipe:	Y N N/A	
Other Application Job Regs on Site	Y N		Overhead Hazards:	Y N N/A	
Employees Trained as Per Regs:	Y N		Water Hazards:	Y N N/A	
Employees Orientation Completed:	Y N		Applicable Signage in Place:	Y N N/A	

Identified Hazard	Priority	Required Corrective Action	Completed By	Date & Initial

Priority System: *A - Correct Immediately* *B - Correct within 24 hours* *C - Correct within 3 days*

Other Hazards/ Considerations:

Comments:

Completed By:(Print) _____ Signature: _____ Date: _____

Corrective Action:

This Hazard Assessment has been reviewed by the Contractor's Safety Representative. It has been verified by the Contractors Project Manager and the Job Foreman that corrective action has been taken according to priority.

Completed By: (Print) _____ Signature: _____ Date: _____

CONTRACTOR SAFETY CHECKLIST

Use this text as a guideline for completing the attached checklist. This checklist is a general, pre-construction review of the contractor safety program, as well as an information session to identify what the P.E.I. Department of Transportation and Infrastructure Renewal (TIR) requires of our contractors. Where the item requires a submission, ensure that it is received. If the item does not apply, enter N/A for not applicable.

The following information will assist you in establishing what will be reviewed in each section.

1. **Safety Policy:** Each employer is required by law to have a safety policy and program. TIR will ask for and may require a copy of that policy and program.
2. **Safety Representative:** Each contractor is required to advise TIR who their safety representative is. That representative has duties as described in the Occupational Health and Safety Act.
3. **Emergency Procedure:** Each contractor must have a site specific layout and emergency plan complete with emergency phone numbers.
4. **Employee Orientation:** Each and every person working for a contractor, including sub-contractors, will be given an orientation to familiarize them with the site safety program. Unless otherwise specified, each sub-contractor is responsible for the orientation of their workers.
5. **Safe Work Plan:** Most contractors are involved in tasks that subject workers to hazards. In order to ensure that these workers are secured from hazard, the contractor will supply TIR with a written safe work plan which affords protection against the hazards. This plan must be signed by a company representative and communicated to the workers involved in the task.
6. **Personal Protective Equipment Review:** Advise that all workers require CSA Class “B” hard-hat, CSA Grade 1, “Green patch”, (eight inch) footwear, and eye, ear, and respiratory protection as required (boots and hat at all times).
7. **Fall Protection:** Fall restraint or fall arrest protection required where a fall of more than 2.4 meters is possible. **NO EXCEPTIONS.**
8. **Housekeeping:** Advise of daily, or as needed, clean-up requirements.
9. **Tool Box Talks:** Each contractor is required to conduct weekly safety meetings with their forces and advise TIR they have been done.

Contractor Safety Checklist

10. **Material Handling/Storage:** Advise contractor about storage areas and handling of material so as not to endanger their worker or another worker. Stacked material to be banded, chained, blocked, or otherwise secured.
11. **Landing Platforms:** Advise contractor about movement of material on or off platforms. All material to be secured. Platform gates or chains to be kept closed at all times workers are on platform. If not possible, worker to be tied off with fall restraint system independent of platform.
12. **WHMIS Training:** Receive verification that all contractor workers are trained and that the contractor submits the MSDS for chemicals on site.
13. **GFCI:** Advise contractor that all tools are required to have ground fault circuit interrupters (where electricity is supplied by contractor).
14. **Accident Investigations:** Any injury to any of their workers must be investigated and reported to TIR.
15. **Verbal, Written, Gone:** Explain Safety Tolerance Program.
16. **Joint/Worker Safety Committee:** Sites of over 20 workers must establish a safety committee; over 50, an additional worker committee. Workers required to attend committee meetings will do so and not be prevented by employers.
17. **Fire Protection:** All trades involved in performing hot work of any kind are required to provide fire protection at the work location.
18. **Guardrails:** Advise contractors that where temporary removal of guardrails is necessary, the area around them must be cordoned off with a barrier. Guardrails must be replaced as soon as possible.
19. **First Aider:** Each contractor is required to have a first aid kit and trained first aider. Employer must name their first aider.
20. **Visitors:** Advise contractor that any visitors to site must be suitably protected from hazard. They must wear hard hat, safety vest, and proper safety footwear while on site.
21. **Task Lighting:** Review responsibilities of task specific lighting (who provides it).

Contractor Safety Checklist

22. **Swamper/Riggers Competency:** Where cranes are used, the contractor must use a swamper/rigger. They shall provide TIR with a written statement identifying, by name(s), their rigger and that the named person is a competent worker as described in the construction regulations.
23. **Scaffolds:** Review scaffold building requirement:
- ☞ Use all braces required by design.
 - ☞ Access ladder for platform over 1.5 meters.
 - ☞ Full width platform if height over ten feet.
(PEI Regulations require double planks)
 - ☞ Full guardrails and toeboards.
 - ☞ Tied in three times base dimension or use of outriggers.
 - ☞ Engineered over 50 feet in height (standard frame type).
24. **Elevating Work Platforms:**
- ☞ All boom and scissors lifts required to be CSA approved and have approval on machine.
 - ☞ Operators manual required on machine at all times.
 - ☞ Maintenance record on machine at all times.
 - ☞ Operator must receive training in operation of equipment.
 - ☞ Fall protection must be used at all times on a boom lift.
 - ☞ Fall protection required to be used on scissors lift when unit is being moved.
25. **Protruding Rebar:** Installers of reinforcing steel must protect the protruding hazard or make arrangements to have it protected. Removal of protective coverings for task purposes only is allowed, however, protective covering must be replaced as soon as possible.
26. **WCB Clearance Certificates:** Advise contractor that TIR will not release any funds for payment until Workers Compensation Board Clearance Certificate has been received by TIR.

PRE-CONSTRUCTION CONTRACTOR SAFETY CHECKLIST

PROJECT: _____ DATE: _____ CONTRACTOR: _____
 WORK BEING PERFORMED: _____

Print Name _____
 Project Manager/Inspector

Print Name _____
 Contractor Representative

(Sign) _____

(Sign) _____

✓ Means Yes

☒ Means No

N/A Not Applicable

- | | |
|--|--|
| <p>1. Safety Policy Submitted <input type="checkbox"/></p> <p>2. Safety Representative <input type="checkbox"/></p> <p>3. Emergency Procedure Review <input type="checkbox"/></p> <p>4. Employee Orientation <input type="checkbox"/></p> <p>5. Written Safe Work Plan Submitted <input type="checkbox"/></p> <p>6. Personal Protective Equipment Review <input type="checkbox"/></p> <ul style="list-style-type: none"> • Hard Hats & Footwear • Safety Glasses • Hearing • Dust & Fumes <p>7. Fall Protection <input type="checkbox"/></p> <p>8. Housekeeping <input type="checkbox"/></p> <p>9. Tool Box Safety Talks (Weekly) <input type="checkbox"/></p> <p>10. Material Handling/Storage <input type="checkbox"/></p> <p>11. Landing Platforms <input type="checkbox"/></p> <p>12. WHMIS Training Verification - MSDS Received <input type="checkbox"/></p> | <p>13. GFCI Requirements <input type="checkbox"/></p> <p>14. Accident/Incident Investigations Notification <input type="checkbox"/></p> <p>15. Verbal, Written, Gone <input type="checkbox"/></p> <p>16. Joint/Worker Safety Committee <input type="checkbox"/></p> <p>17. Fire Protection <input type="checkbox"/></p> <p>18. Guardrails <input type="checkbox"/></p> <p>19. First Aider on Staff - Name Supplied <input type="checkbox"/></p> <p>20. Visitors & Safety Equip. <input type="checkbox"/></p> <p>21. Task Lighting <input type="checkbox"/></p> <p>22. Swampers/Riggers Competency (in writing) <input type="checkbox"/></p> <p>23. Scaffolds <input type="checkbox"/></p> <p>24. Elevating Work Platforms <input type="checkbox"/></p> <p>25. Protruding Rebar Protection <input type="checkbox"/></p> <p>26. WCB Clearance Certificate <input type="checkbox"/></p> |
|--|--|

CONTRACTOR'S SAFETY STATEMENT

This form shall be completed in full by the Contractor, and submitted to the Department for review, prior to the Contractor mobilizing on site. This document shall be applicable for all equipment and workers whether under the direct operation/direction of the Contractor, or a Subcontractor.

PROJECT:

CONTRACTOR:

DATE:

SAFETY STATEMENT:

1. All equipment to be used for this project has been and will be safety maintained and is safe for use.
2. All workers have and will be safety trained to perform work activities for this project.
3. All personal protective equipment used for this project meets latest CSA Standards.

Signature

Print