



PUBLIC WORKS DEPARTMENT

**TENDER
STREET RESURFACING – PACKAGE B**

MAY 2018

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1.0 INVITATION FOR BIDS

Tenders shall be submitted by completing this document and placing it in a sealed, opaque envelope, clearly marked on the outside, "**Tender – Street Resurfacing Package B; Acting Controller; 3rd Floor City Hall**". **Submissions must be received by the Acting Controller before 2:00:00 pm local time on Friday, May 18, 2018.** Submissions received after the times so indicated shall be returned unopened. It is the responsibility of the bidder to ensure their submission is received by the aforementioned deadline.

Any addenda will be posted on the City of Charlottetown website at www.charlottetown.ca/tenders. Proponents are responsible for checking the website for proposal/quote/tender notices, documents, and addenda. The City is not responsible for ensuring proponents have obtained addenda.

A minimum of two (2) hard copies of the submission documents is required. No fax, email or electronic documents will be accepted as the sole method of submission but an electronic copy (PDF or Microsoft WORD) of the bid documents is encouraged. The electronic copy may either be included in the envelope noted above or e-mailed as of the closing date and time to Stephen Wedlock, Acting Controller (swedlock@charlottetown.ca). Late arrival of the electronic copy of the bid documents shall not result in any penalty. It is the bidder's responsibility to ensure that the hard copies of their submission are received prior to the deadline noted above. **There will be a public opening of submissions received immediately after closing.** The awarding of a contract, if any, resulting from this Tender, shall be done, upon approval by City Council, as soon as practical after proposal evaluations have been completed. Results of this Tender will be posted on the City's awards webpage at www.charlottetown.ca/tenders.

This Tender creates no obligation on the part of the City of Charlottetown to award a contract or to reimburse bidders for bid preparation or submission expenses. The City of Charlottetown reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this tender and to negotiate in any manner necessary to best serve the interests of the City. The decision as to which tender best satisfies the needs of the City rests solely with the City and any decision is not open to appeal. Submissions will not be evaluated if the bidder's current or past corporate or other interests may, in the City's opinion, give rise to a conflict in connection with this project. The City specifically reserves the right to reject all tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the City or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

At the election of the City, whether or not a bid otherwise satisfies the requirements of the Tender, the City may reject summarily any bid received from a City or other person which has been anyway involved in litigation, arbitration or alternative dispute resolution with the City within the five (5) year period immediately preceding the date on which the Tender was issued.

The City's evaluation may include information provided by the bidder's references, if required, and may consider the bidder's past performance on previous contracts with the City or other institutions.

The City may prohibit a bidder from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete

information; (b) the refusal of the bidder to honour its pricing or other commitments made in its bid submission; or (c) any other conduct, situation or circumstance, as solely determined by the City.

Any potential conflict of interest must be disclosed to the City in writing. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps deemed necessary to resolve the conflict. If, during the term of the contract, a conflict or risk of conflict of interest should arise, the Contractor will notify the City immediately in writing of that conflict or risk and take any steps that the City reasonably requires to resolve the conflict or deal with the risk.

Where applicable, the City will pay the successful bidder via Electronic Funds Transfer. The successful bidder will be required to provide the necessary information for registration on the City's payment system.

Any questions in respect of this Tender shall be directed, in writing, by email, to Stephen Wedlock, Acting Controller (swedlock@charlottetown.ca). Questions must be received no less than three (3) business days before the closing date of this Tender.

1.1 OVERVIEW

The City of Charlottetown is a flourishing community of over 36,094 people located on the south shore of Prince Edward Island. Charlottetown is the capital City of Prince Edward Island, and is called the "Birthplace of Confederation" after the historic 1864 Charlottetown Conference, which led to Confederation. City Hall is located at 199 Queen Street, Charlottetown, PE.

The City provides a full range of municipal services including general government, police protection, fire protection, planning and development, building inspection, environmental health, environmental development, transportation, and recreation and cultural services. The City also operates the Charlottetown Water and Sewer Utility.

A Mayor and ten Councillors govern the City and the administration of the City is under the direction of a Chief Administrative Officer. There are eight departmental managers including a Manager of Human Resources, Manager of Finance, Manager of Water and Sewer Utility, Manager of Parks and Recreation, Manager of Planning and Heritage, Manager of Public Works, a Chief of Police, and Fire Chief.

The City of Charlottetown has an appointed Public Works and Urban Beautification Committee who liaise and oversee the administration of public works and beautification services. This committee consists of seven individuals including a Chairperson, Vice-Chairperson, a City Councillor, 2 staff member, The Mayor, as well as the CAO. The Mayor and CAO are non-voting members.

1.2 COMPLETE TENDER PACKAGE

A complete tender consists of the following:

- (a) Tender Forms, together with the complete specifications (see Section 5.45)
- (b) Tender deposit in the form of a certified cheque or bid bond
- (c) Schedule of anticipated dates of construction
- (d) Submission of company résumé listing projects of a similar scope and value that the firm has recently undertaken

2.0 SPECIAL PROVISIONS

2.1 Tender Deposit

The Bidder shall submit with his tender a certified cheque in the amount of ten percent (10%) of the estimated project price including applicable taxes as a tender deposit. In lieu of this certified cheque, the Bidder may submit a Bid Bond from a recognized Surety Company in the amount of Ten Percent (10%) of the estimated project price including applicable taxes.

2.2 Performance Bond

Upon award of the Contract, the successful Contractor shall submit a certified cheque in the amount of ten percent (10%) of the estimated project price including applicable taxes. In lieu of a certified cheque, the Contractor may submit a Performance Bond from a recognized Surety Company in the amount of Fifty Percent (50%) of the estimated project price including applicable taxes.

2.3 Maintenance Bond

The successful Contractor shall submit a Maintenance Bond from an approved Surety Company to be held for a period of one (1) year from the completion of work in a sum equal to Fifty Percent (50%) of the value of the Project including applicable taxes. The Contractor has the option of submitting a certified cheque in the amount of ten percent (10%) of the final value of the Contract including applicable taxes.

The Maintenance Bond or certified cheque shall be submitted prior to the release of the Contractor's holdback.

2.4 Contractor's Holdback

The Owner shall retain five (5) percent of all monies made to the Contractor. The Contractor's Holdback shall be released by the Owner upon the expiration of sixty (60) days from the substantial completion of the Work. The City shall, at their discretion, delay the release of the Contractor's Holdback for an undefined period of time, if there is outstanding repair work to be completed.

2.5 Commencement Date

The Contractor shall commence Work in a timely manner after award of the Contract. The Contractor shall notify the City fourteen (14) days prior to commencement of Work.

Prior to commencement of the Work, the Owner will host a kick-off meeting to discuss the details of the Work.

2.6 Completion Date

The Contractor shall complete all Work on or before September 29, 2018.

A penalty of \$1,000 per day shall be applied to the Contract, for every work day after the Completion Date that the Work is not completed.

2.7 Work Progression

The placement of asphalt shall continue on a daily basis until the entire section of road has been completed.

Failure to continuously place asphalt on any section of road shall result in a daily penalty of \$500 for each day the Work is not completed.

2.8 Preliminary Site Meeting

The Contractor's Superintendent shall walk all sites with the Owner or a representative before any Work commences to discuss aspects of the work that are peculiar to each individual section of street. Such things as pre-patching, drainage requirements, underground services, and grade constraints will be discussed at this time. The Contractor shall allow time in their schedule for any preliminary work to be carried out by the Owner between this meeting and the commencement of the resurfacing.

2.9 Quantities

The quantities set out in the Tender Form are approximate only, and payment will be made on the basis of a measurement of work actually completed.

The City of Charlottetown reserves the right to increase or reduce any quantity, or remove any item of Work from the Contract.

2.10 Coordination of Work

The City may undertake sidewalk work at some sites prior to, or in coordination with resurfacing. Details will be discussed with the Contractor at the beginning of the project.

Some streets with existing curbing will have City crews placing new concrete curb on-grade. That will require the City to reclaim the work site for 2-4 days after milling and a levelling course is placed but prior to final seal course. Details will be discussed with the Contractor at the beginning of the project.

The City may require traffic signal loop installs/replacements at signalized intersection approaches after milling / base course and before seal course placement.

2.11 Scope of Work

This Contract is for the resurfacing of various sections of street, identified in Section 2.13, within the Municipality of Charlottetown, PE.

The City reserves the right to add, delete, or modify any streets listed. All Quantities are estimates only.

The Contractor shall provide all necessary machinery, tools, apparatus and other means of construction, provide all labour, perform all Work and furnish all materials identified in the specifications, general conditions, special conditions and drawings in the manner prescribed therein and in accordance with the requirements of the City of Charlottetown.

2.12 List of Work

STREET	FROM	TO	LENGTH (m)	WIDTH (m)
PKG B – COLD PLANE & OVERLAY - To be completed by June 30, 2018				
Fitzroy St	Cumberland St	Prince St	12.5	500
Kensington Rd	Bypass	Woodward Dr	10	1100
Kent St	Hillsborough St	Edward St	10	450
Weymouth St	Euston St	Grafton St	9	300

PKG B – COLD PLANE & OVERLAY - To be completed by August 25, 2018

Bevan Ct	Mt.Edward Rd	End	6.5	120
F.J. McAulay Ct	Walker Dr	Cul De Sac	7	135
Fountain Dr	St.Peters Rd	Brows Lane	6.2	265
Henri Blanchard	Kensington Rd	Callbeck Cres	6.5	310
Horseshoe Blvd	MacRae Dr	End	9	385
Hughes Ct	East Royalty Rd	Cul De Sac	6.5	190
Hunter Lane	Northridge Pkwy	Fairmount Dr	6.7	460
Ivan Ct	Ellis Rd	Cul De Sac	15	50
Spring Lane	St.Peters Rd	Kensington Rd	10	410
Yorkshire Dr	Valdane Dr	Duncan Hts	6.3	230

PKG B – PULVERIZE & OVERLAY - To be completed by August 25, 2018

Crocker St	Darrach St	Avonlea Dr	7.1	520
Francis Lane	St.Peters Rd	Kensington Rd	6.8	420
Seapine Ct	Deep River Dr	End	6.6	160
Woodlawn Dr	Mt.Edward Rd	Maple Ave	6.5	400

PKG B – COLD PLANE & OVERLAY - To be undertaken between September 1, 2018 & September 29, 2018

Ralden Ave	St.Peters Rd	MacAuslund Ave	6.8	400
Dorchester St	Hillsborough St	Dead End	7.5	300
Lloyd Cres	St.Pius X Ave	Cul De Sac	15	75
Parkdale Cres	St.Pius X Ave	Cul De Sac	15	75
Princess Cres	St.Pius X Ave	Cul De Sac	15	75
Westridge Cres	Glenthorne Ave	Patterson Dr	9.3	750

2.13 Guarantee

The Contractor shall guarantee all work and materials for a minimum of one (1) year from the date of completion for the contract.

The Contractor shall guarantee all work and materials for a minimum two (2) years from date of completion for the contract for all pulverized and resurfaced street.

3.0 INSTRUCTIONS TO BIDDERS

3.1 Explanation to Bidders

Any explanation regarding the meaning or interpretation of tender drawings, specifications or other tender documents must be requested in writing to the contact person noted in Section 1 with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanation or interpretation shall be made in the form of addenda to the documents and shall be furnished to all bidders. Oral explanations and interpretations made prior to the bid opening shall not be binding.

3.2 Examination of Plans, Specifications & Worksites

Bidders shall carefully examine the instructions to bidders, plans, specifications, special provisions and site of the proposed work in order to satisfy themselves by examinations as to all the local conditions affecting the Project and as to the detailed requirements of construction.

3.3 Bidders Understanding

Any information given to bidders regarding quantities, subsoil conditions or surface topography, shall be given as the best factual information available without the assumption of responsibility of its accuracy or for any conclusions that the Contractor may draw there from.

3.4 Preparation of the Bids

Bids shall be submitted on the forms provided or copies thereof, and must be signed by the bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on Bid Forms.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify a bid. When submissions on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Unless otherwise specified, no electronic bid submissions will be considered. Modifications to bids already submitted must be received by the same allowable submission methods and also prior to the time fixed in the 'Invitation for Bids'. Modifications shall be submitted indicating such, in a sealed envelope not revealing the total amount of either the original or revised bids.

3.5 Submission of the Bids

Bids must be submitted as directed in the 'Invitation for Bids'.

3.6 Receipt and Opening of the Bids

Bids shall be submitted prior to the fixed time in the 'Invitation for Bids'. Bids received after the time so indicated shall be returned unopened.

3.7 Withdrawal of Bids

Bids may be withdrawn at any time prior to opening upon written or telegraphic request from the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw a bid subsequent to the bid opening

3.8 Presence of Bidders at Opening

At the time and place fixed for opening bids, all bidders and other interested parties may be present in person or by representative.

3.9 Bidders Interested in more than one Bid

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

3.10 Award of Tender

The tender shall be awarded as soon as practical after the bid opening, subsequent to the reservations of Section 3.11 hereinafter.

In cases of error in the extension of prices, the unit bid prices shall govern. The owner reserves the right to waive any informality in bids at his discretion.

3.11 Rejection of Bids

The City of Charlottetown reserves the right to reject any and all bids or to accept any bid that may be considered to be in the best interests of the City. The Owner specifically reserves the right to reject all tenders if none is considered to be satisfactory and, in that event, at its option, to call for additional tenders. No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Owner or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.

3.12 Security

No bid will be considered unless accompanied by a security deposit based on the estimated project price with correct extrapolation of unit prices. This deposit shall consist of a certified cheque for the amount shown in Section 2.1, made payable to the City of Charlottetown and drawn upon a Chartered Bank or a bid bond. It will be forfeited to the City if the bidder neglects or refuses to enter into a contract when called to do so.

Bid guarantees will be returned to all except the three (3) lowest bidders within three (3) days after the opening of tenders. The bid guarantees of the remaining non-successful bidders will be returned within the earlier of sixty (60) days after the opening of tenders and two (2) days after Council awarding the tender.

Tender deposit will be returned to the successful bidder upon receipt of a performance bond for the amount shown in Section 2.1 conditioned on the satisfactory completion of the work according to the terms of the agreement provided.

3.13 Competency of the Bidder

Bidders must be capable of performing the various items of work bid upon. They may be required to furnish to the City a statement covering experience on similar work, lists of machinery, plant and other equipment available for the proposed work and such statements of their financial resources as may be deemed necessary.

3.14 Material Guarantee

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work included in the contract together with samples which may be subjected to tests required by the City to determine their quality and fitness for the work.

3.15 Equipment Guarantee

On the forms provided under Section 4.0, bidders are required to submit with their tender, a statement of their equipment available for the work covered by their contract.

3.16 Agreement, Bonds and Insurance

The successful bidder shall be deemed to have entered into an agreement with the City upon resolution by City Council of the tender. The tender documents shall provide the details of the services, remuneration and rights of both parties in respect to this agreement.

The bidder shall secure and maintain such insurance policies as are required.

3.17 Force Account Work

If the Owner orders, in writing, the performance of any work not covered by the plans or included in the Specifications and for which no item in the contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such work shall be done on a Cost-Plus Percentage basis of payment as provided in the General Provisions, Section 5.20.

3.18 Bids Submitted On

All bids must be upon the blank "Bid Sheet" and "Equipment Rental Price" forms annexed thereto stating the proposed price for each item of work and the Estimated Project Price (including taxes) both in words and in figures and be signed by the bidder with his business address and place of residence.

Bidders shall not remove and submit their Tender Form pages separate from the volume of contract documents, but shall submit their Tender Form bound with the complete volume of documents including all pages correctly assembled and attach any addenda that may have been issued.

3.19 Cancellation of Tender

The Owner reserves the right to cancel any request for tender at any time without recourse by the contractor. The Owner has the right to not award this work for any reason including choosing to complete the work with the Owners' [sic] own forces.

4.0 TENDER FORMS

4.1 Bid Sheet

**CITY OF CHARLOTTETOWN
ASPHALT RESURFACING OF STREETS**

TO: City of Charlottetown
Public Works Committee

To Whom It May Concern:

The undersigned bidder has carefully examined all specifications and hereby offers to enter into a contract with the City of Charlottetown, to supply all labour, materials, and equipment, and to perform all work required by these specifications, for the unit prices given on the following page: The undersigned bidder understands and agrees that:

1. These tender prices are valid for acceptance for a period of forty-five (45) days from the date of closing of tender.
2. The lowest or any tender may not necessarily be accepted.
3. Any of the bid quantities may be increased, decreased, or deleted from the contract without adjustment to the unit bid prices.
4. Payment(s) for this work will be made by Electronic Funds Transfer (EFT) and vendor must provide information prior to award of contract to be setup on this system.

ESTIMATED PROJECT PRICE including taxes \$

_____/100 Dollars

(Written)

Anticipated dates of construction: From _____ to _____

SIGNED _____

COMPANY _____

ADDRESS _____

DATE _____ **Affix Corporate Seal**

4.2 Bid Sheet Unit Prices

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENDED
1.	cold planing	130,000	sq. m.	_____	_____
2.	pulverization	25,500	sq. m.	_____	_____
3.	tack	155,000	sq. m.	_____	_____
4.	B Mix (seal) asphalt	13,950	tonne	_____	_____
5.	A Mix (base) asphalt	3,050	tonne	_____	_____
6.	class A gravel	1*	tonne	_____	_____
7.	class C gravel	1*	tonne	_____	_____
8.	topsoil	1*	tonne	_____	_____
9.	pre-patching	1*	sq. m.	_____	_____
Sub Total				\$	_____
Applicable Taxes				\$	_____
Estimated Project Price including Taxes \$					_____

*** Quantities of 1 are items not necessarily anticipated but require unit price in case encountered**

SIGNED _____

COMPANY _____

ADDRESS _____

DATE _____

Affix Corporate Seal

4.3 Company Résumé

Please list projects of a similar scope and value that your firm has recently undertaken.

Project owner General job description Value Date

4.4 Equipment Rental Prices

Machine Description	Equipment Type	Rental Price (without HST)

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5.0 GENERAL PROVISIONS

5.1 Definitions

The following words and phrases, wherever used in the Contract Documents, shall have the meaning ascribed to them set out below in order to provide consistency and clarity of intent.

Where it is intended that words and phrases used in the Contract Documents are to have meanings ascribed in this definitions item such words and phrases shall be designated by the use of a capital letter for the first letter of each word or each word of a phrase.

Where words and phrases are not defined in this item then reliance should be placed on a standard dictionary definition.

- a) **“BIDDER”** means a person, partnership or corporation, acting directly or through a duly authorized representative, submitting a tender for the Work
- b) **"CITY”** means the City of Charlottetown
- c) **"CONTRACTOR"** means the firm or individual selected as the successful bidder in regards to this tender by resolution of the City of Charlottetown Council. Contractor also includes any legal representatives of such and the words "he" and "his" when used in respect to the Contractor respectively include and represent the words "they" and "their" if there is more than one contractor and the word "it" or "its" if the contractor is a company or a body corporate.

- d) **“COMPLETION DATE”** means the date specified in the Contract Documents on which the Contract is to be completed.
- e) **“CONTRACT”** means as per the Articles of Agreement of the Standard Construction Contract
- f) **“DAY”** means a calendar day and shall include all days without exception.
- g) **“ENGINEER”** means City representative or consultant engineer.
- h) **“EQUIPMENT”** means all machinery, and vehicles, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.
- i) **“OTHER CONTRACTOR”** means any person or firm or corporation employed by or having a contract directly with the owner other than through the Contractor at the time of resolution of this tender.
- j) **“OWNER”** means the City of Charlottetown acting by the City Council or by any Committee or by an official duly authorized to act for the City in respect to the work specified in those conditions or in any contract or agreement or specifications.
- k) **“PLANS OR DRAWINGS”** means the drawings used for tendering and signed by the Contractor at the time of resolution of the tender.
- l) **“PUBLIC WORKS MANAGER”** means the Manager of the Public Works Department of the City of Charlottetown acting personally or through any duly authorized assistant.
- m) **“PROVINCIAL SPECIFICATIONS”** means the current version of the “General Provisions and Contract Specifications of Highway Construction” as produced by the Prince Edward Island Department of Transportation and Infrastructure Renewal.
- n) **“SUB-CONTRACTOR”** means employed herein included only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnished material not so worked.
- o) **“SUPERINTENDENT”** means the Contractor’s authorized representative of record in responsible charge of the Work.
- p) **“WORK OR WORKS”** means all labour, material and services required, as shown or described in the Contract, supplied and installed or erected complete at the place of building.

5.2 Execution, Co-relation & Intent of Documents

The submitted tender as resolved by City Council shall be deemed to be the agreement that provides the specifications for this project including services rendered and remuneration.

Persons or firms submitting tenders shall be actually engaged in the lines of work required by the specifications and plans and drawings.

All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the City of Charlottetown.

The tender documents are complimentary and what is called for by one shall be as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern.

5.3 Design- Drawings and Instructions

It is agreed that the Owner will be responsible for the adequacy and sufficiency of the plans and specifications. The owner shall furnish plans and specifications that completely represent the requirements of the work as far as practical to be performed under the contract. All such drawings

and instructions shall be consistent with the tender documents and shall be true developments thereof.

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either tender documents or drawings, the interpretation and decision of the Owner shall be final and binding on both parties to this tender. The fact that specific mention of any item of plans and specifications, when the same is customarily required to complete fully such work as is specified there, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said item of equipment or work, or both, shall be installed or done the same as if called for in the plans and specifications.

The Owner may, during the life of the Project, and in accordance with Section 5.16, issue additional instructions, by means of drawings or otherwise necessary to illustrate changes in the work.

5.4 Verbal Agreements

No verbal agreement or conversation with any officer, agent or employee of the Owner either before or after execution of this Project shall affect or modify any of the terms or obligations contained in any of the documents comprising said Project.

5.5 Copies of Drawings

Unless otherwise provided in the tender documents the Owner will furnish the successful Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

5.6 Order of Completion

The Contractor shall submit at such times as may reasonably be requested by the Owner, schedules which shall show the order in which the Contractor proposed to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

5.7 Ownership of Drawings

All drawings, specifications and copies thereof furnished by the Owner shall not be reused on other works, and sets are to be returned to him on request, at the completion of the work.

5.8 Site Examination

Before submitting a tender, all bidders are required to examine the site of the work where such is possible and fully inform themselves of the conditions and limitations, and make due allowance in their tender for any such conditions and limitations as they affect the proper carrying out of the work.

5.9 Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

The hourly rate of wages to be paid by the Contractor or his sub-contractor shall be a fair and reasonable one.

The Contractor shall comply with all the requirements of the Workers Compensation Act, Employment Insurance requirements and any other labour legislation applicable and shall insure compliance therewith by all subcontractors. The Contractor shall furnish certificates of compliance with the said requirements as and when required by the owner to do so.

The Contractor shall be responsible for all assessments or payments required by the Workers Compensation Board.

The Contractor shall provide adequate sanitary facilities. The Contractor shall use local labour as much as possible where their use does not interfere with key personnel.

5.10 Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when the Owner specifies a particular manufacturer, product, or process.

5.11 Surveys, Permits & Regulations

Unless otherwise specified, the owner shall furnish all land surveys, base lines and stakes for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys, lines and elevation, as he deems necessary. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be executed and paid for by the Contractor. Permits, licenses and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the tender for changes in the work.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of wilful or careless destruction he shall be charged with the resulting expenses and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbances.

5.12 Protection of the Public and of Work and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection and convenience of the public and provide adequate traffic control if requested by the traffic authority. The Contractor shall continuously maintain adequate protection of all work damage, and shall take all reasonable precautions to protect the Owners property from injury or loss arising in connection with this Project. The Contractor shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the tender documents, or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent private and public property, as provided by law and tender documents.

The Contractor shall not, without the permission of the Owner, obstruct the traffic on any street, roadway or place but he shall at all times keep a free and uninterrupted passageway for all traffic at such localities.

Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement.

5.13 Inspection of Work

The Owner shall provide sufficient competent engineering personnel for the supervision of the work.

The Owner and his representative shall at all times have access to the work whenever it is in preparation of progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Owner's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by another authority than the Owner, of the date fixed for such inspection. Inspections by the Owner shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, as required by the Owner, be uncovered for examination and properly restored at the Contractor's expense.

The Owner may order re-inspection of any work, and, if so ordered, the Contractor must uncover the work. If such work is found to be in accordance with the Project Documents, the Owner shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Project Documents, the Contractor shall pay such cost.

5.14 Superintendents

The Contractor shall keep on the work during its progress a competent superintendent and any necessary assistance, all satisfactory to the Owner. The superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Contractor shall give sufficient superintendence to the work, using his/her best skill and attention.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in plans or in the labour as given by survey points and instructions, he shall immediately inform the Owner in writing, and the Manager shall properly verify same. Any work done after such discovery until authorized, will be done at the Contractor's risk.

5.15 Protection Against Water and Storm

The Contractor shall take all precautions to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall make such repairs or replacements or rebuild such parts of the work as the Owner may require in order that the finished work may be completed as required by the City specifications.

The Owner may prohibit the carrying out of any work at any time when, in his judgement the proper precautions are not being taken, whatever the weather may be, in any season.

5.16 Changes in the Work

The owner, without invalidating the Project, may order additions to or deductions from the work, the tender sum being adjusted accordingly. Any claim for extension of time caused hereby shall be adjusted at the time of ordering such damage.

Except in an emergency endangering life and property, no extra work or change shall be made unless in pursuance of a written order, and no claim for an addition to the tender sum shall be valid unless the additional work was so ordered.

5.17 Selection of Equipment by Owner

If the Owner or his/her agent reserves the sole right to select equipment to be installed, the Contractor shall be responsible only for its installation according to the plans and specifications and shall not be held liable for its operating performance.

5.18 Extension of Time

- a) The period of time for completion set forth in the tender may be extended in amount equal to time lost due to causes which could not have been foreseen or beyond the control of the Contractor, and which were not the result of his fault, negligence, or deliberate act. Extension of time for completion shall be allowed also for delays in the progress of the work caused by an act of omission on the part of the owner or his employees, or by other Contractors employed by the Owner in, in the furnishing of plans and necessary information by the Owner, or for any causes which in the opinion of the Owner, are due to the Contractor to an extension of time. All extensions of time must be documented as having been requested in a timely manner and approved by the City.
- b) If the Work is delayed more than 40% of the Contractor's normal working hours, in a day, due to weather conditions, both the Contractor and the Owner must agree that the delay occurred, prior to the end of each potential weather day.
- c) The Contractor shall notify the Owner within seven (7) days of any occurrence, which in the Contractor's opinion entitles him to an extension of time for completion. Such notice shall be in writing. The Owner shall acknowledge in writing receipt of any such claim by the Contractor within seven (7) days of its receipt.

5.19 Claims for Extra Work

If the Contractor claims that any instruction by drawings or otherwise issued under the date of the Project involve extra cost under the tender, he shall give the Owner written notice thereof within seven (7) days, after the receipt of such instructions, and in any event before proceeding to execute the work, except emergency endangering life or property and the procedure and the procedure shall then be as provided for in Section 5.16. No such claim shall be valid unless so made.

5.20 Force Account Work

If the Owner orders, in writing, the performance of any work not covered by the plans or included in the specifications, and for which no unit price or lump sum basis can be agreed upon, such extra work shall be done on a cost-plus percentage basis or payment as follows:

- a) The Contractor shall be reimbursed for the actual cost of such work and shall receive an additional payment of 10% of the cost of all labour and material and the use of small tools. Supervision and administration are considered cost under this time.
- b) The term "cost" shall include all payroll charges such as Employment Insurance, Worker's Compensation and all premiums for public liability and property damage insurance.
- c) The actual cost shall not exceed the value of labour and the reasonable market value of materials, as the case may be and the Contractor must furnish the Owner with satisfactory vouchers for all labour and material expended work done on this basis.

- d) Contractors plant, including power, equipment, and trucks, shall be paid for on agreed rental terms, such terms to include the operation for the machine, rented as set out in Section 4.
- e) The cost of the work done each day shall be submitted to the Owner in a satisfactory form on the succeeding day, and shall be approved by him, or adjusted at once.

5.21 Deductions for Uncorrected Work

If the Owner deems it inexpedient to correct work that has been damaged or that it was not done in accordance with the tender, an equitable deduction from the tender price shall be made therefore.

5.22 Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Owner as failing to meet tender requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the tender and without cost to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials as promptly as possible, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

Failure to execute this Project and furnish satisfactory Project bonds under the conditions and within the time specified including extensions granted thereto shall entitle the Owner to retain as Liquidated Damages, the certified cheque submitted with the tender as a performance bond.

5.23 Suspension of Work

The Owner may at any time suspend the work, or any part thereof, by giving notice to the Contractor's in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connecting with the work under this Contract as a result of such suspension.

5.24 The Owners Right to Terminate Contract

If the Contractor should be adjudged a bankrupt, or if he/she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases in which extension of time are provided, to supply enough property, skilled workmen or proper materials or if he should fail to make prompt payments to sub-contractors or for materials and labour, or persistently disregard laws or ordinances or the instructions of the Owner, or otherwise be guilty of substantial violation of any provision of the tender, then the Owner, upon the written notice of the Public Works Manager that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances therein and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the tender price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred through the Contractor's default shall be determined by the Owner.

5.25 Contractor’s Right to Stop Work or Terminate Contract

If the work should be stopped under the order of any court, or other public authority, for a period of one month, through no act or fault of the Contractor or of anyone employed by him, or if the Owner should fail to issue any estimate for payment within thirty days after it is due, or if the Owner should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the Owner, then the Contractor may, upon seven days written notice to the Owner and the Public Works Manager, stop work or terminate the Project and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damage.

5.26 Removal of Equipment

In the case of termination of this Project before completion for any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any or all of his equipment or supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

5.27 Use of Completed Portions

The Owner may at any time during progress of the work after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Project is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired. In such cases, the Owner shall issue certifications or acceptance for such portions of the work, but such taking possession thereof shall not be deemed an acceptance of any other portions of the work, not of any uncompleted portions, nor of any work completed in accordance with the tender documents.

If such prior use increases the cost or delays the work, the Contractor shall be entitled to an extension of time as determined by the Owner.

5.28 Right to Materials

Nothing in this Contract shall be constructed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed by the work or the soil, but all such materials, shall upon being so attached or affixed because the property of the Owner.

5.29 Payments Withheld Prior to Final Acceptance of Work

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate or payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
- c) Failure of the Contractor to make payments properly to sub-contractors or for material or labour.
- d) Damage to another contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner that will protect the Owner in the amount withheld, payment shall be made for amounts withheld because of them.

5.30 Indemnity

The Contractor and his sureties shall indemnify and save harmless the Owner and all its officers, agents and employees, for all suits, actions or claims of any character, same and description brought for or on account of any injuries or damages received or sustained or any injuries or damages received by any person or persons or property, on account of any negligent act or fault of the Contractor, his agents or employees, in the execution of said Contract, or on account of the failure of the Contractor to provide necessary barricades, warning lights, or signs, and will be required to pay any judgement, with costs, which may be obtained against the Owner growing out of such injury or damage.

The Contractor shall, unless otherwise specified, maintain and pay for such insurance as will protect the Owner from contingent liability under this Contract, and the Owner's right to enforce against the Contractor any provisions of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies a copy of which shall be deposited with the Owner.

Before starting and until acceptance of the work, the Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) to (g) inclusive, as indicated in Section 5.32 below.

The Contractor shall require each of his sub-contractors to procure and maintain until the completion of that sub-contractors work insurance of the types and to the limits specified in paragraphs (a) to (f) inclusive, as indicated in Section 5.32 below. It shall be the responsibility of the Contractor to ensure that all his sub-contractors comply with all of the insurance requirements herein relating to such sub-contractors.

5.31 Insurance

Insurance shall be in such form as will protect the Contractor or the sub-contractor, the Owner, their agents and employees, as appropriate, from all claims and liability for damages for bodily injury, including accidental death and for property damage which may arise from operations under this Project, whether such operations be by himself or by anyone directly or indirectly employed by him. That the undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the City of Charlottetown (City) and the amount of coverage shall be not less than two million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the City in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold the City harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the City will be furnished. Such insurance shall have the City as an additional insured and shall contain cross liability coverage and preclude subrogation by the insured against the City.

All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

Certification in triplicate from the insurance carrier, stating the limits of liability and expiration date, shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided but shall specifically refer to this tender, division, part and section and the above paragraphs in accordance with which insurance is being furnished, and state such insurance is as required by such paragraphs of this tender.

5.32 Damages

If either party to this Contract should suffer injury or damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such doing.

Notice in pending claim for any such reimbursement shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, and the claim shall be filed and adjusted previous to the time of final payment.

5.33 Prices for Work

The Owner shall pay and the Contractor shall receive the prices stipulated in the Schedule of Rates attached hereto as full compensation for everything furnished and done by the Contractor under this Project, including all work required but not specifically mentioned and for well and faithfully completing the work as herein provided.

5.34 Progress Estimate

Except as hereinafter provided, the Contractor shall, once in each month, submit an estimate in writing of the total amount of work done to the first of the month. The Owner shall, after scrutinising the estimate, decide the amount earned by the Contractor. Fifteen percent (15%) of such estimated value will be retained as part security for fulfilment of this Project by the Contractor and all previous payments and all sums to be retained under the provisions of this Tender shall be deducted from the price. The City shall pay monthly to the Contractor the balance not retained as aforesaid except that payment may be withheld at any time if the work is not proceeding in accordance with the tender.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts, together with a quantity and unit price for each part such that the sum of the products of prices and quantities will equal the contract price for the item. This schedule shall be submitted by the Contractor for the approval of the Owner before the first estimate becomes due.

5.35 Final Payment

Final payment will be made sixty (60) days after the completion and acceptance of the work in accordance with this tender, but such final payment shall not be made until a written certificate has been filled with the Owner from:

- a) The Register of Deeds, Charlottetown, certifying that no lien has been filed in this office against the Contractor or on the premises, or materials mentioned herein, for work done or materials furnished in respect of anything done under or by virtue of this Project;
- b) The Worker's Compensation Board that the Contractor has paid all assessments required by the Board in respect to this contract;
- c) The Contractor stating that all claims and demands for extra work or otherwise, under or in connection with this contract have been presented.

In no case shall the Contractor be entitled to a payment which in the judgement of the Owner shall leave the balance withheld insufficient to complete the work and to cover the lien law.

5.36 Assignment

The Contractor shall not assign the contract or sublet it as a whole or in part without the written consent of the Owner, nor shall the Contractor assign any monies due to become due to him hereunder, without the previous written consent of the Owner. Assigning or subletting the contract shall not relieve the contractor or his surety from any contract obligations.

5.37 Rights of Various Interests

Wherever work is being done by the Owner's forces or by other contractors in contiguous to work covered by this Project, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

5.38 Separate Contracts

The Owner reserves the right to let other contracts or to use City forces in connection with this work. The Contractor shall afford other contractors and City forces reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and co-ordinate his work with theirs.

5.39 Sub-Contractors

The Contractor shall, as soon as possible after the award of the tender, notify the Owner in writing of the names of all proposed sub-contractors for the work, said sub-contractors to be subject to the approval of the City and the Manager.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his sub-contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.

Nothing contained in the tender documents shall create any contractual relation between any sub-contractor and the Owner.

5.40 Public Works Manager's Status

The Public Works Manager, acting personally or through duly authorized assistants, shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to ensure that proper execution of the Project. He shall also have authority to reject all work and materials that do not conform to the tender and to decide questions that arise in the execution of the work.

5.41 Public Works Manager's Decisions

The Public Works Manager, acting personally or through duly authorized assistants shall, upon presentation to him, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the tender.

All such decision of the Public Works Manager shall be final.

5.42 Lands for Work

The Owner shall provide as indicated on the drawings and not later than the date when needed by the Contractor the lands upon which the work under this contract is to be done, rights-of-way for access to same, and such other lands which are designated on the drawings for the use of the contractor.

The Contractor shall provide at his own expense and without liability to the Owner any additional land use access thereto that may be required for temporary construction facilities or for storage of materials.

5.43 Cleaning Up

The Contractor shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the owner thereof.

5.44 Notice to Proceed

The whole Work shall be completed within the time specified. No Work shall be started nor materials and/or equipment be moved on the site until after receipt by the Contractor of a written notice to do so by the Owner.

5.45 Bids Submitted on

All bids must be upon the blank "Bid Sheet" and "Equipment Rental Price" forms annexed hereto, state the proposed price for each item of work both in words and in figures and be signed by the bidder with his business address and place of residence.

Bidders shall not remove and submit the Tender Form pages separate from the Volume of Contract Documents, but shall submit their Tender Form bound in with the complete volume of Documents including all pages, correctly assembled.

5.46 Agreement

Nothing done, performed or supplied, by or under the tender or in pursuance thereof, by this Project or any implied contract, shall be binding upon the City nor shall the City in any way be liable for anything so done, performed or supplied, until first of all the successful tender has been resolution by Charlottetown City Council at a public meeting.

5.47 Maintenance Guarantee

The Contractor shall guarantee their Work for a period hereinafter specified from the date of acceptance by the Owner, and shall leave the work in perfect order at completion, and neither the final certificate or payment or any provisions in the tender documents shall relieve the Contractor of the responsibility for negligence of faulty materials or workmanship with the extent and period provided by law, and upon written notice he shall remedy any defects due thereto and pay all expenses for any damage to other work resulting there from.

A guaranteed maintenance period shall be effective for the period of time specified in 6.4.5 herein, from the day following substantial performance of the work. Five (5) Percent of all monies shall be retained by the Owner during construction and for twelve months following substantial performance of the work. This Five (5) Percent shall be retained as security for the owner to be utilized by the owner if the Contractor fails to provide adequate service during the maintenance period.

All engineering costs incurred by the Owner resulting from inadequate service by the Contractor (i.e., non-responsive to deficient items requiring repair or repeated repairs to the same item), will be deducted from the Guaranteed Maintenance Holdback.

NOTE: Guaranteed maintenance holdback is in addition to the Fifteen (15) Percent mechanic's lien holdback.

5.48 Occupational Health & Safety

This Contract shall comply with the regulations of the Occupational Health and Safety Act, the Workers Compensation Act, the City of Charlottetown's Occupational Health and Safety Policies and any other regulations pertaining to the construction and maintenance of the Work. The Contractor shall provide proof that they are in compliance with all the provisions of the PEI Occupational Health and Safety Act, as well as, the Workers Compensation Act regulations, and the City of Charlottetown's Occupational Health and Safety Policies. The undersigned is required to have in place adequate coverage and be in good standing with the Workers Compensation Board of Prince Edward Island during the term of provision of all service to the City of Charlottetown. Proof of coverage may be requested at the commencement of any contract or the provision of any services to the City of Charlottetown. The Company awarded this tender will be required to provide proof that their Company complies with all the provisions of the PEI Occupational Health and Safety Act. During the progress of the awarded work, Companies will be required, on the request of the City, to provide written verification that their work is in compliance.

5.49 Truck Rates

Trucking rates paid to private truckers must be at the scale set by the PEI Department of Highways.

5.50 Traffic Control

The Contractor shall be responsible for all traffic control and signage around the work site both during work hours and any other time that may be warranted. The Contractor will attempt to keep through traffic access as much as possible but may apply to the Owner for permission to close a section of street. If permission is granted, the Contractor will install signage notifying the public of the detour route around the site.

The Contractor, by means of signage, shall notify the public of areas open to traffic which pose potential for tack or other emulsions getting onto vehicles or such personal property. This warning shall be in advance such that the public can make a decision as whether to travel through the area or to go around.

All signage shall be in accordance with the Prince Edward Island Temporary Workplace Traffic Control Manual 2016, which is available online:

http://www.gov.pe.ca/photos/original/trafficcont_cr.pdf.

5.51 Weighing of Materials

The City shall supply an on-site representative to receive weigh tickets from trucks carrying materials paid for on a weighed measure. It is the Contractor's responsibility to provide copies of these tickets. Scales used for this purpose shall meet the Government of Canada Weights and Measures Act regulations.

Costs involved in providing and operating the scale and tickets, as well as hauling of the materials shall be included in the unit bid price for the individual materials. The Contractor shall supply a copy of the most recent inspection report certifying that the scales are accurate. The City reserves the right to test the scales, at the Owners expense.

Construction Specifications

The following pages details the scope, equipment, construction methods and measurement of payment for each activity of work. Under section 2.12 List of Work, under Special Provisions herein, the method of construction, Overlay, Cold Plan and Overlay or Pulverize and Overlay, is identified for each section of roadway. The details of each construction method is as follows:

- **Overlay**

The existing asphalt surface shall be pre-patched as directed by the owner. The street surface shall be cleaned and tacked. A 50 mm course of B Mix Asphalt Concrete shall be placed and compacted at the specified grade and slope. The ends of the overlay will be prepared consistent with Section 603.13 of the Provincial Specifications.

- **Cold Plane and Overlay**

The existing asphalt surface shall be planed to an average depth of 50 mm to remove the deteriorated surface and/or to restore the slope. Pre-patching may be performed as necessary, at the direction of the Owner. The surface shall be cleaned and tacked. A 50 mm course of B Mix Asphalt Concrete shall be placed and compacted at the specified grade and slope.

- **Pulverize and Overlay**

The existing asphalt shall be pulverized in place to its full depth, graded on the street surface and compacted. A 100 mm layer of Class A granular will be placed and compacted on the full street width. A 60 mm course of A Mix Asphalt Concrete shall be placed and compacted at the specified grade and slope. The surface shall be tacked and a 50 mm course of B Mix Asphalt Concrete shall be placed and compacted.

6.0 COLD PLANING ASPHALTIC CONCRETE

6.1 Scope of Work

This work involves the cold planing, removal and stockpiling of asphaltic concrete from the roadway

6.2 Equipment

A commercially designed, self-propelled, cold plane unit, equipped with automatic longitudinal and transverse grade and slope controls shall be used. Minimum planing width shall be 2 m. Planed material shall pass a 50 mm sieve.

The cold planer shall be further equipped with a loading conveyor to facilitate the removal and transportation of the milled asphalt directly by truck. Depositing the milled asphalt directly on the street shall not be permitted.

The longitudinal and transverse grade and slope controls shall be equipped to operate from a ski or matching shoe and capable of maintaining a profile grade elevation of cross slope.

6.3 Construction Method

The cold planer unit shall remove the existing asphaltic concrete to a depth of 50 mm, or as directed by the Owner. Any loose remaining material after the milling is completed must be cleaned from the street by the Contractor before opening the street to traffic. The Contractor shall take care to not sweep loose materials in to catch basin. If it is determined that the Contractor has swept large amounts of RAP in to a catch basin, the catch basin shall be cleaned out at the Contractor's expense

The Contractor shall take care to locate all utilities before beginning planning. Any cost associated with the repair of damage to utilities caused by negligence of the Contractor in this matter will be billed to the Contractor and no claim for downtime will be paid.

All RAP stockpiled at the City's Depot at 12 MacAleer Drive, shall be screen. All RAP material shall pass a 50 mm sieve.

6.4 Payment for Cold Planing

Measurement of milled material shall be the number of square meters of asphaltic concrete cold planed at the normal requested depth of 50 mm. If any sections require deeper milling, payment shall be prorated on the requested depth.

Payment under this section shall be made at the unit bid price per square meter and this price shall be full compensation for cold planing, traffic control, transportation of planed material, screening of material, equipment, tools, labour and incidentals necessary to complete the work. Transportation includes both the planned materials becoming the property of the contractor and their responsibility for removal from the site as well as that indicated to be retained by the City and to be delivered by the contractor to the City stores facility.

7.0 PULVERIZATION IN PLACE

7.1 Scope of Work

This work shall consist of pulverizing asphaltic concrete, Portland Cement, soil cement or combinations thereof in place and utilization of the pulverized material as a base course.

7.2 Construction Method

The Contractor is responsible for determining the depth of pulverization required for the pavement structure

The Contractor shall cut back shoulder material along the edge of the pavement to be pulverized to the depth specified by the Owner. The Contractor shall pulverize the existing materials to its full depth using an approved method. After being pulverized the existing materials shall conform to the gradation specified in the following table:

Sieve Size	Passing (%)
50 mm	100
25 mm	75-100
12.5 mm	55-83
4.75 mm	35-60
1.18 mm	15-45
600 um	10-35
300 um	5-25
75 um	0-10

The pulverized material shall be uniformly graded to the specified lines and grades within a tolerance of 25 mm and thoroughly compacted to 95% Standard Proctor Density. Testing method for this compaction shall be ASTM D-698.

Limit shoulder and pulverizing operation to what can be graded daily to allow safe passage of traffic. Maintain the grade and compaction of entire roadbed until project is complete. The pulverized material may be spread across an area smaller or larger than the original pavement.

7.3 Payment for Pulverization

Measurement of pulverized material shall be the number of square meters pavement pulverized in place. New granular added to the roadbed shall be measured by the tonne. Payment under this section shall be made at the unit bid price per square meter and this price shall be full compensation for cutting back shoulders, pulverizing, grading, **fine grading**, compacting, maintaining the graded course, tools, labour, traffic control, equipment, water for compaction **and dust control**, and incidentals necessary to carry out the work.

New granular material added will be paid for at the unit bid price per tonne.

8.0 APPLICATION OF TACK COAT

8.1 Scope of Work

This work shall consist of the supply and application of a bituminous emulsion as a tack coat on an existing asphaltic concrete surface or on a Portland cement concrete surface

8.2 Material

Tack coat material shall be asphaltic emulsion and shall be in accordance with the Section 503 of the Provincial Specifications.

8.3 Equipment

The distributor shall be so designed, maintained and operated that asphaltic material at even heat may be applied uniformly on variable widths at readily determined and controlled rates with uniform pressure.

The distributor shall be capable of applying asphaltic material within plus or minus 5% of the desired rate and in a continuous and uniform manner both longitudinally and across the width of the spray bar.

The distributor shall be equipped with a rear mounted spray bar parallel to the surface to be sprayed. The spray bar must be capable of being adjusted in width from 2.5 - 3.7 m.

The spray bar height shall be adjustable and shall be set at such a height that the spray fan from any nozzle overlays the spray fan from the adjacent nozzle by 50% so that a uniform sprayed surface results.

All spray nozzles shall be in good condition, of the same manufacture, size and type. Nozzles shall have valves capable of instant full opening and positive cut-off. All spray nozzles shall be set in the bar so that the nozzle slots make the same horizontal angle (i.e. 15 - 30 degrees) with the longitudinal axis of the bar.

The distributor shall be equipped with a suitable thermometer with a minimum range of 10 - 150 degrees, placed to accurately show the temperature of the distributor contents. Tack coat material must be circulated during the entire heating process in the distributor.

The distributor shall be equipped with a tachometer registering m/min that is visibly located to enable the truck driver to maintain constant application speeds at specified rates.

The distributor pump shall be equipped with a tachometer registering l/min passing through the nozzles and shall be readily visible to the operator.

The distributor shall be equipped with an accurate distance-measuring device.

The distributor shall be equipped with a sampling valve.

8.4 Construction Method

Paved surfaces that are to be covered with hot mix asphaltic concrete shall be tack coated. Surfaces of asphaltic concrete courses that are to be covered by subsequent courses of asphaltic concrete shall also be tack coated.

No tack coat shall be applied in wet weather or when the air temperature is less than 5 degrees Celsius unless otherwise directed by the Owner.

The surface to be treated shall be cleaned with a power broom, compressed air line, or other approved equipment that will leave a clean, dry surface free from dust, dirt or other objectionable material.

The emulsion shall be heated and maintained at a temperature between 40 - 65 degrees Celsius and shall be applied to the surface at a rate of 0.35 - 0.5 R/m² for SS-1 and SS-1h,

and 0.15-0.25 R/m² for RS-1 and RS-1h, or as specified by the Engineer. The SS-1 and SS-1h emulsion shall be mixed with water to form a 50-50 mixture.

The material shall be applied evenly and shall form a thin unbroken film on the surface.

The application of the tack coat shall not extend beyond the limit of asphaltic concrete to be spread and compacted in a day.

At the end of the day tack coat may be applied to accommodate paving operations on the following day.

After applying the tack coat, the Contractor shall, by means of barricades signallers, traffic convoys or other means, prevent the passage of traffic upon the tack coat until it has dried to a proper condition of tackiness as determined by the Owner. The Owner may direct the Contractor to reapply tack coat material to any surface where the original tack coat placed by the Contractor has been worn off by the traffic.

No asphaltic concrete shall be placed upon the tack coat until it has dried to a proper condition of tackiness, as determined by the Owner. The Contractor is advised that the period required for such drying will depend upon weather conditions; it will not be less than 1 hour and could be as long as 3 hours.

8.5 Payment of Tack Application

Measurement shall be the number of square meters of pavement to which tack coat has been applied. No measurement shall be made for the reapplication of a tack coat that has been worn off by traffic.

Payment under this section shall be at the unit bid price and this price shall be full compensation for material, heating, handling, transportation, tools, labour, equipment, traffic control and incidentals necessary to carry out the work.

9.0 PLACEMENT OF HOT MIX ASPHALT

9.1 Scope of Work

This work shall consist of supply, placement and compaction of asphaltic concrete for the resurfacing and rehabilitation of City streets.

9.2 Material, Equipment and Procedures

All materials, equipment and construction methods shall be carried out in accordance with the Provincial Specifications Section 603, excluding subsections 603.14.01 through 603.14.04 inclusive, 603.15, 603.17 and 603.18. The Contract shall also meet all specifications identified herein.

If the City uses the testing services of the Provincial Materials Testing Lab, mix designs will be required to be per the standard approved designs of the Province. If private consultant testing is used by the City, mix designs will be required to meet Provincial specifications and also be acceptable to City traffic conditions.

The Contractor shall achieve an average of 97% compaction with no tests less than 96%. Asphalt cement shall be PEN grade 150-200, conforming to the Provincial Specifications, Section 501.

All asphalt mixes shall use virgin material only.

9.3 Payment for Hot Asphalt Procedures

Measurement for the hot mix asphalt shall be the number of tonnes of asphaltic concrete placed. Payment shall be at the unit bid price per tonne and shall be full compensation for materials, handling, transportation, storing, stockpiling, cutting of existing pavement, painting of joints, mixing, placing, compacting, traffic control, tools, labour, equipment, and incidentals necessary to complete the work.

No extra payment shall be made for paving intersections, aprons, driveway entrances, extra widths, deep or irregular sections other than the number of tonnes of asphaltic concrete acceptably placed.

10.0 PRE-PATCHING**10.1 Scope of Work**

This work includes the removal of asphalt sections and the replacement with Class A granular and Base Asphalt Concrete, as directed by the Owner

10.2 Construction Method

The area to be patched will be marked by the Owner. The Contractor shall cut the area by saw cutting or other approved means leaving a square edge. This area shall be excavated to full depth of the asphalt. If necessary an additional 100 mm will be excavated for the placement of compacted Class A granular.

The outside edges will then be tacked and filled with base asphalt concrete in layers not exceeding 75 mm and compacted.

10.3 Payment for Pre-Patching

Measurement for Pre-Patching shall be the number of square meters of asphalt patched. Payment shall be at the unit bid price and shall be full compensation for materials, hauling, labour, cutting of existing pavement, tacking, compacting, traffic control, tools, equipment and incidentals necessary to complete the work.

Class A granular will be paid under that bid item.

Any excess excavation of the subgrade shall be performed as required by Section 203 of the Provincial Specifications. Select borrow necessary shall meet the requirements of the Provincial Specifications and will be paid for at the unit price bid per tonne.

11.0 UTILITY ADJUSTMENTS**11.1 Scope of the Work**

This work shall consist of the adjustment of catch basins, manholes, and water valves to finished grade requirements.

11.2 Material

The Contractor shall use materials approved by the City of Charlottetown.

Required product to adjust water valve boxes to finish grade – Mueller Canada Adjustable Top, number AJBV-4D & AJBV-5D.

11.3 Construction method

The construction method shall be in accordance with the Provincial Specifications Section 303.03.

Construction method for installation of water valve box adjustable top – place adjustable top in existing valve box, some alteration may be required to existing valve box. When laying down final layer of asphalt, put some asphalt under collar of the adjustable ductile iron top, and roll the adjustable top into the asphalt.

11.4 Payment for Utility Adjustments

The quantity to be measured under this section shall be the number of each utilities actually adjusted. Payment shall be at the unit bid price for each utility.

Any work other than adjustment of utilities that is normally of a Union nature shall be performed by Union members.

12.0 SHOULDER MATERIALS

12.1 Scope of the Work

This work shall involve the supply and placement of shoulder material per Provincial Specifications Section 211.

12.2 Payment for Shoulder Materials

Measure of shoulder materials shall be the number of tonnes actually placed. The price shall be at the unit bid price for topsoil or Class C gravel.

13.0 MILLED KEYS**13.1 Scope of the Work**

This work consists of milled key areas at the start and end of all overlay sections, at the intersection of all overlay streets, and other such major areas where construction seam will occur between new and old asphalt.

13.2 Construction Method

The existing asphalt shall be milled to the proper depth to create a vertical seam with a flush surface profile while maintaining the full depth of the overlay at the start/end of a section. The key would then be tapered into the overlay section.

13.3 Payment

This item shall be considered incidental to the placement of a new asphalt surface and no payment shall be made for milling. The contractor should cover this cost in the asphalt unit price.

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