

SNOW REMOVAL, SALTING, AND SANDING CONTRACT

105 Industrial Crescent, Summerside Business Park, PEI

GENERAL CONDITIONS AND SPECIFICATIONS

- 1) Finance PEI (FPEI) is contracting for snow removal during the 2021-2022 season as herein described and the contractor has agreed to provide snow removal as described.
- 2) The contractor shall provide complete mechanized snow removal service of walkways, entrances, driveways, fuel delivery areas, fire exits, and parking lots for the property (map attached). The areas to be cleared **DO NOT INCLUDE THE TUBE FAB PORTION OF THE BUILDING**. Such snow removal service will include all labour, supplies, salt, sand, and equipment.

Parking spaces are not to be reduced in number due to snow accumulation. Trucking of plowed snow will be required to satisfy this requirement, immediately, after each snow fall. The contractor must make provision for the dumping of snow at an "off site" location on the same day; Snow cannot remain in the lot at for any amount of time!

- 3) The Contractor will be on call for emergencies during or after a storm. The Contractor will provide both mechanized and shovelling snow removal services after a major snowstorm has ceased or, where the storm ceases during the night, and will complete removing snow before 7:00 a.m. on the following morning. Snow removal will otherwise occur according to the following schedule (all times are Atlantic Standard Time).

Parking lots, walkways, fuel delivery areas, ramps, loading bays, fire exits, and driveways are to be kept clear of snow and ice build-up between the hours of 7:00 a.m. and 7:00 p.m. seven days a week.

- 4) The contractor will remove snow when fallen or drifted and snow has accumulated and makes walking or automobile travel difficult and, in all cases, when snowfall exceeds 2.54 cm or one inch.
- 5) Sand and/or salt to be provided and spread by the contractor during the required hours. The contractor will apply salt and sand at such times as conditions are slippery enough to present a hazard to motorists or persons walking and when weather and temperatures are such that salt and sand will improve conditions.
- 6) All curbs, plants, fuel tanks, etc., are to be clearly marked by the contractor and any damage to these, or any other property caused by snow removal operations is to be repaired at the contractor's expense and to the satisfaction of the owner, promptly, in the spring, prior to payment of final billing. If the contractor fails to repair the damage as referred to above within 30 days of notice from the owner, then the owner will have the right, solely at his own discretion, to have the damage repaired and to recover all costs from the contractor through set-off against final billings and by additional claim if necessary.
- 7) Storm sewer openings are to be kept clear and free from snow and ice build-up.

- 8) The contractor may **invoice** the owner on an **annual basis, on March 31st**, or in **five equal installments, by invoice, with the first payment being requested by November 30, 2021**. The owner will pay the contractor within 30 days of receipt of the invoice and the **final invoice must be submitted no later than March 31, 2022**.
- 9) If the contractor is unable to perform his contractual arrangement, due to illness, mechanical breakdown, or any other reason, it is the responsibility of the contractor to arrange for a sub-contractor to perform the regular snow removal duties required.
- 10) In the event of breakdown of the equipment, upon which the quotation is based, Finance PEI will not be required to pay a higher rate for alternate equipment, even though the alternate equipment may be of additional capacity, which is normally rented at a higher rate.
- 11) The owner may terminate its contractual arrangements with the contractor if the contractor fails to perform the work as specified in this contract. The contractor may terminate his contractual arrangement if the owner fails to pay the specified amounts for the work. In either case, 15 days notice of termination will be given in writing.
- 12) The completed form with the accompanying specifications initialled for identification, together with the letter of acceptance to the successful bidder from Finance PEI, shall constitute a contract between the supplier and Finance PEI.
- 13) Requirements for clarification or for additional information should be communicated in writing to Norma Kennific-Bernard, Client Services & Procurement Officer, Email: [njkenific@gov.pe.ca](mailto:njkennific@gov.pe.ca).
- 14) The term of the contract shall be from November 1, 2021 to April 30, 2022.
- 15) The following will be the equipment used: (Complete list required)

<u>Name</u>	<u>Type</u>	<u>Size</u>
1. _____		
2. _____		
3. _____		
4. _____		

- 16) **Insurance Requirements**
The Contractor shall furnish a copy of his Comprehensive General or Business Liability Insurance covering the legal liability of the Contractor for injuries to or death of persons and/or damage to property of others for limits of not less than two million (\$2,000,000) dollars per occurrence with an insurer and in a form satisfactory to Finance PEI. Such insurance shall name Finance PEI as “additional insured” and shall contain cross liability and operation of attached machinery coverage. The Contractor is also required to have \$2,000,000 Automobile Liability Insurance on all equipment used by the Contractor to fulfill this

contract. The policies shall contain an endorsement to provide Finance PEI with thirty (30) days notice in writing of any cancellation or material change.

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

A Certificate(s) of Insurance and any renewals of the policies required herein shall be furnished to Finance PEI prior to November 1, 2021 and must be updated whenever renewal is required during the term of this contract.

Default of delivery or receipt of Certificate(s) of Insurance required above, or any review of the originals or Certified Copies by or on behalf of Finance PEI, shall not be construed as acknowledgement or concurrence that there has been compliance with the terms of this contract.

17) The Contractor, before undertaking any work under this Agreement, shall **provide a certificate of good standing by the Workers Compensation Board.**

18) **Conflict of Interest**

The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify FPEI, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event FPEI discovers or is notified by the Contractor of an actual or potential conflict of interest, FPEI, in its sole discretion, may either:

- (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of FPEI; or
- (b) terminate the Agreement in accordance with the Termination section of this Agreement.

19) The Contractor shall indemnify and hold harmless Finance PEI, its agents, representatives, and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Contractor's work and obligations set out herein

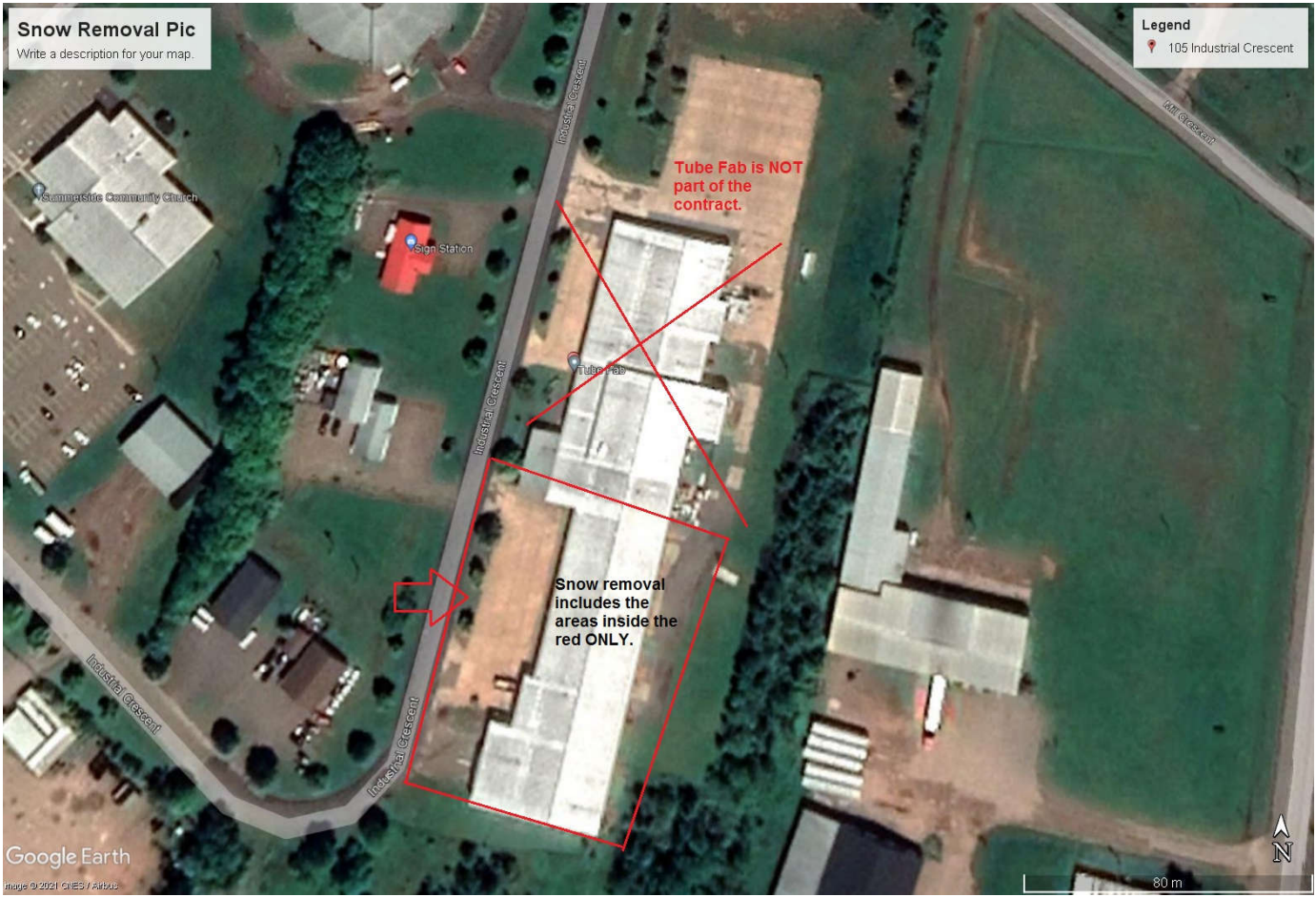
(herein called "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or directly or indirectly employed by the Contractor or anyone for the Contractor may be liable.

20) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts, and vouchers. Such accounts, invoices, receipts, and vouchers shall, always, be open to audit, copying, extracting information and inspection by the authorized representatives of FPEI. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide FPEI and its authorized representatives with all

information that is requested from the accounts, records, invoices, receipts, and vouchers.

- 21) Subject to statutory limitations, the Contractor shall not, without the written consent of FPEI, dispose of the accounts, records, invoices, receipts, and vouchers related to this Agreement but shall reserve and keep the same available for audit, copying, extracting information and inspections at any time.
- 22) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the Employment Standards Act (R.S.P.E.I. 1988, Cap. E-6.2, the Workers Compensation Act R.S.P.E.I. 1988, Cap.W-7.1 or any other laws that impose obligations in the nature of employers' obligations.
- 23) The Contractor agrees to allow inspection of any vehicle being used as part of the contract.
- 24) Having examined the site and the general conditions and specifications, we hereby offer to supply all equipment, salt, sand, and labour necessary for the removal of snow from:

November 1, 2021 – April 30, 2022: \$ _____ + HST



I have read the specifications above and understand what is expected of me and my company.

DATE: _____

SIGNATURE: _____

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____