

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

TENDER FORM AND AGREEMENT

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 Minister of Transportation and Infrastructure, herein called the Minister, the Party of the Second Part.

WHEREAS the Parties hereto are desirous of entering into a formal agreement setting out the terms and conditions of employment and service;

NOW THEREFORE THIS AGREEMENT WITNESS TO that in consideration of the premises and of the mutual and several promises and undertakings hereinafter expressed, the Parties hereto covenant, undertake and mutually agree and promise each other as follows:

1. DEFINITIONS

The definition of terms used in this contract 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 and Infrastructure 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 Government as herein provided in connection with the following work, namely;

**3. CHARLOTTETOWN to MT. STEWART CONFEDERATION TRAIL GRASS CUTTING
Mechanical Grass Cutting and Trimming**

Description of Work: To mechanically cut and trim grass 1-2 metres on either side of the Confederation Trail from Charlottetown to Mt. Stewart approximately 35.32 km, in accordance with the specifications and provisions of this contract.

**SEALED BIDS TO BE RETURNED TO:
Queens County Highway Depot.
355 Brackley Point Road
Charlottetown, PEI, C1E 3C2**

**TENDER CLOSES:
2:00 p.m., Tuesday, May 31, 2022**

4. Observance of Laws and Regulations

The Contractor or his agent(s) must act in conformity with all applicable legislation, including but not limited to, the *Roads Act*, *Vehicle Weights* regulations made pursuant thereto, the *Highway Safety Act*, the *Occupational Health and Safety Act* and all regulations made pursuant thereto.

5. Inadequate Performance

The parties agree that this Agreement may be terminated by the Department if the Contractor is in breach of any of the provisions of this Agreement or if the Contractor is not competent in the performance of his duties.

In the case where the operator fails to report to work when required, or repeatedly provides poor performance on the job, the Department reserves the right to cancel the Contract without further notice.

6. Indemnification

The Contractor shall indemnify and hold harmless the Government, 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 work (the "Claim"), 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 anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.

7. Insurance Requirements

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

- (a) A completed "**Certificate of Insurance**" as provided by the Contractor's insurer must be on file with the Department for all of the Contractor's equipment. See Appendix "B"
- (b) The Contractor shall have Comprehensive General Liability coverage in an amount not less than \$3,000,000.00 inclusive per occurrence against bodily injury and property damage. The Government is to be added as an insured under this policy. Such insurance shall include, but not be limited to:
 - (a) Blanket Written Contractual Liability;
 - (b) Personal Injury Liability;
 - (c) Non-owned Automobile Liability;
 - (d) Cross Liability;
 - (e) Operation of Attached Machinery.
- (c) Automotive liability coverage on all vehicles, the subject of this Agreement, owned, leased, operated or licensed in the name of the Contractor, in an amount not less than \$2,000,000.00.

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Government or require the Government as a self-insurer.

8. Responsibility of the Contractor

The Contractor, the Contractor's agents and all workmen and persons employed by or under the control of the Contractor, and all servants and agents of sub-contractors, if any, shall use due care that no person is injured or property damaged and that no rights are infringed in the performance of the work on behalf of Government undertaken in accordance with this Agreement, and the Contractor shall be solely responsible for all damages, by whomsoever made, in respect of any injury to persons or to property of whatever description, and in respect of an infringement of any right, privilege or easement whatsoever, occasioned in carrying on the work or any part thereof, or by any neglect, misfeasance or nonfeasance on the Contractor's part, or on the part of any of the Contractor's agents, workers or persons employed by or under the control of the Contractor or any sub-contractor, their servants or agents, and shall, at the Contractor's own expense, make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement, and to prevent the interruption of or damage to the traffic on any public or private road, and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of any said work.

9. Sub-contracting and Assignment

No sub-contracting or assignment may be made without the prior written consent of the Government of Province of Prince Edward Island.

The Contractor acknowledges and agrees that any unauthorized sub-contracting or assignment shall automatically result in a termination of this agreement

10. Payment terms

- (a) The Contractor is responsible for the payment of the operators wages and is responsible for paying all dues and assessments payable under the Worker's Compensation Act, the Employment Insurance Act and any other Act whether it be Provincial or Federal in respect of himself/herself, his/her employees and operations and shall, upon request, furnish the Department with satisfactory evidence that he/she has complied with the provision of such Acts.
- (B) Payments will be made in three instalments. July 1; September 1 and Nov 1
- (d) Should the contractor be requested to do extra cuttings, they will be paid at the rate per cut established in Schedule C. Such work must be expressly authorized by the Department of Transportation and Infrastructure.
- (d) Submit your GST number, if you are registered to remit GST.

HST Number _____

11. Bid and Performance Security

N/A

12. 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.

13. 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.

CHARLOTTETOWN to MT. STEWART CONFEDERATION TRAILS GRASS CUTTING
Mechanical Grass Cutting and Trimming
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IN WITNESS WHEREOF the parties hereto have hereby caused these presents to be signed and sealed on the dates stated.

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

CONTRACTOR

.....
(Authorized Signing Officer)

In the presence of:

.....
(Witness Signature)

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

MINISTER

.....

In the presence of:

.....
(Witness Signature)

SCHEDULE A

SCHEDULE OF SPECIAL PROVISIONS

1. CONTACT INFORMATION

Confederation Trails Manager Wayne MacPhee (c) 902-368-5091

It shall be the responsibility of the bidder to contact the Road Supervisor to ensure they are knowledgeable of the areas to cut.

2. CONTRACT TERM

The term of the contract shall be for 1 year as follows:
" 2022 Season – May 30, 2022 to October 14, 2022

Prices shall remain in effect for the duration of the tender, with a possibility of a yearly extension for the following construction season.

3. GRASS CUTTING SCHEDULE

The Contractor shall complete bi-weekly cuts as defined in the following weeks

2022
May 30
June 13
June 27
July 11
July 25
August 8
August 22
September 5
September 19
October 3

a) Any variation from the schedule must be approved by the Government in advance.

b) Work shall not be completed on Saturday or Sundays.

Work shall only take place Monday – Friday, between a half hour (1/2) after sunrise and a half hour (1/2) before sunset, unless agreed upon with the TI representative

4. SCOPE OF CONTRACT

CHARLOTTETOWN to MT. STEWART CONFEDERATION TRAILS GRASS CUTTING
Mechanical Grass Cutting and Trimming
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- a) The Contractor shall provide mechanical grass cutting and trimming, 1-2 metres on either side of the confederation trail between Charlottetown and Mt. Stewart (approximately 39.35km). See attached Map. There shall be a maximum of 10 cuts throughout the season unless otherwise authorized by the Trails Manager
- b) The grass shall be cut in accordance to the grass cutting schedule; any variation from the schedule and additional cuttings must be approved by Government prior to cutting.
- c) Contractor must use a side discharge mower deck
- d) The Contractor shall also be required to cut grass from the middle of the trail at the direction of the Trails Manager.
- e) All travel time to and from grass cutting starts/stops within this tender shall be included in the per cut price. No additional compensation will be provided for this work.

5. SUB-CONTRACTING and ASSIGNMENT

No sub-contracting or assignment may be made without the prior written consent of the Government of Province of Prince Edward Island.

The Contractor acknowledges and agrees that any unauthorized sub-contracting or assignment shall automatically result in a termination of this agreement

**SCHEDULE B
IDENTIFICATION OF PRINCIPALS**

Name of Contractor:

Mailing Address:

Contact Numbers:

Business -
Cell -
Fax -
e-mail -

Principal's Name:

Title:

Mailing Address:

Business -
Cell -
Fax -
e-mail -

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

SCHEDULE "C"
SCHEDULE OF ITEM FOR TENDER

Please place your "price per cut" below. Bids are to **EXCLUDE** all applicable taxes.

Lowest or any tender not necessarily accepted. Department reserves the right to accept or reject any bid.

The successful bidder will be required to execute the attached contract, including providing an appropriate certificate of insurance and certificate of good standing by the Workers Compensation Board prior to commencement of work.

See enclosed pictures of the areas to be cut which are outlined in RED.

Name	Address	2022	Total
CHARLOTTETOWN to MT. STEWART CONFEDERATION TRAILS GRASS CUTTING	Charlottetown to Mt Stewart		

Note: The bidder must write in ink the prices, both in word and numerals, for which the bidder proposes to do each item of work contemplated. The bidder must extend the total for each item of the work and carry out a summation to the total value of the work to be done under the Tender. (SEE examples below)

EXAMPLE

Name	Address	2022	Total
O'LEARY GRASS CUTTING	O'LEARY	Three Hundred dollars per cut (\$300.00 per cut)	\$3000.00

Total for each location will be calculated as follows:

2022 price per cut x 10 cuts per season= TOTAL

\$300.00 x 10 = \$3000.00

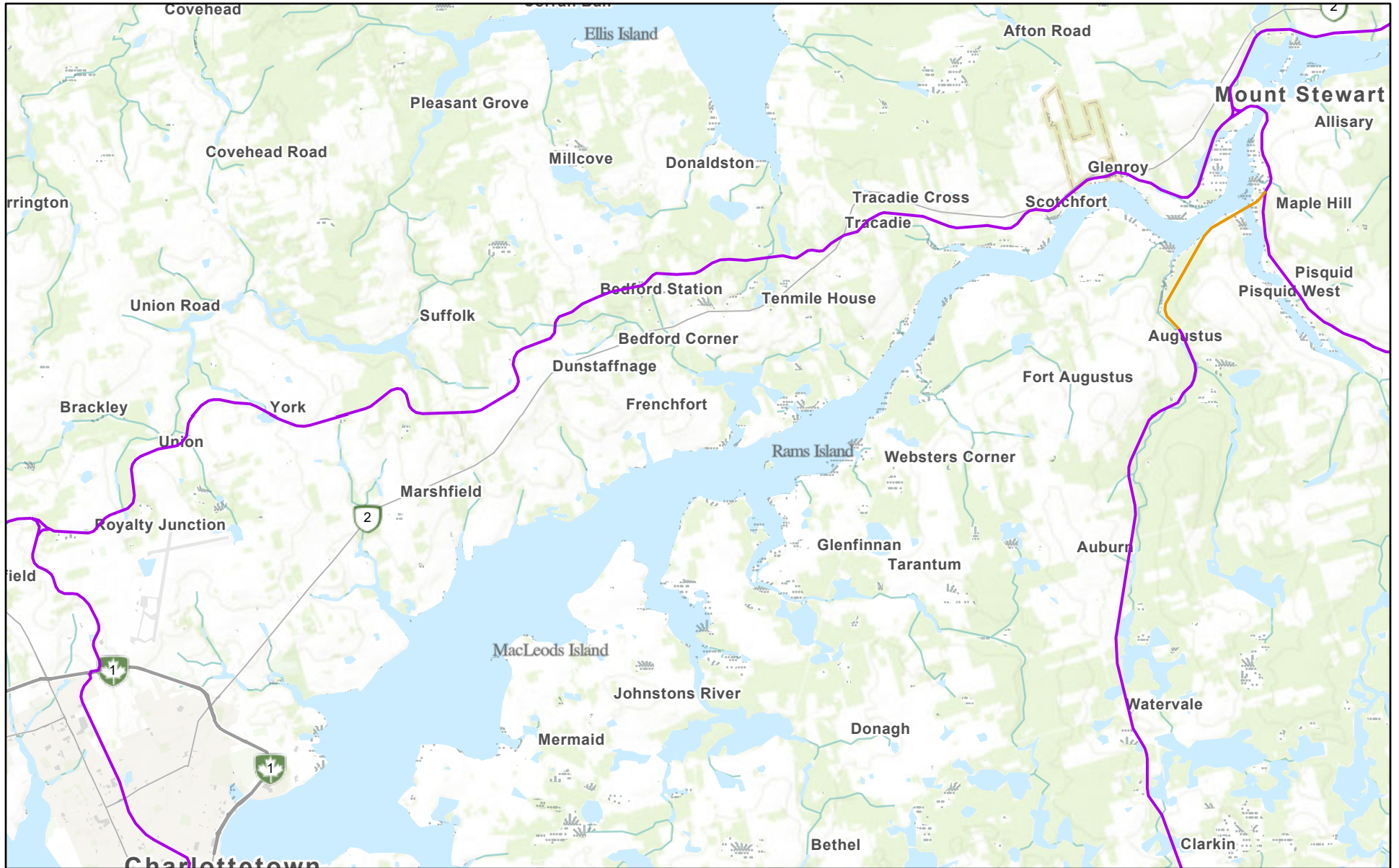
TENDER CHECKLIST

Please ensure the following items are included/filled in prior to submitting tender:

- All pages of the tender document are attached
- Name of Contractor (first paragraph) - Page 1
- Contract dated - Page 4
- Contract signed - Page 4
- Contract witnessed - Page 4
- Complete Schedule "B" - Page 8
- Complete Schedule "C" - Pages 9

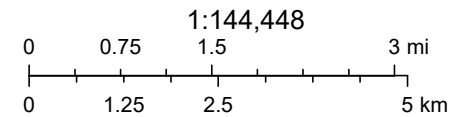
Note: The bidder must write in ink the prices, both in words and numerals, for which the bidder proposes to do each item of the work contemplated. The bidder must extend the total for each item of the work and carry out a summation to the total value of the work to be done under the Tender.

PEI TIE



2022-05-12, 1:51:46 p.m.

Confederation Trail — Undeveloped
— Developed



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,