

TENDER DOCUMENT

**Department of Family and Human Services
Housing Services**

**Mechanical Snow Removal, Sanding, and Snow Shovelling Tender
2017 to 2019 Snow Seasons**

BID FORM
DEPARTMENT OF FAMILY AND HUMAN SERVICES
MECHANICAL SNOW REMOVAL, SANDING, and SNOW SHOVELLING TENDER
2017 to 2019 SNOW SEASONS

Tenders are to be returned in a sealed envelope clearly marked “**Snow Removal Tender**,” and mailed or hand-delivered to Family and Human Services - Housing Services at any of the following locations:

<p>Charlottetown Sherwood Business Centre 161 St. Peters Road PO Box 2000 Charlottetown, PEI C1A 7N8</p>	<p>Montague Access PEI 41 Wood Islands Hill PO Box 1500 Montague, PEI C0A 1R0</p>
<p>Souris Access PEI 15 Green Street PO Box 550 Souris, PEI C0A 2B0</p>	<p>Summerside Access PEI 120 Heather Moyse Drive Summerside, PE C1N 5L2</p>

Signed, sealed tenders will be accepted **until 2 p.m. (Atlantic Standard Time), Thursday, October 5, 2017.**

Instructions:

- Please place your “**price per season**” beside the name of the location(s) for which you are tendering as per the specifications described in Schedule “B” of the attached draft contract. **Bids are to exclude all applicable taxes.**
- Please provide a separate quote, per load, for the loading and trucking of snow from the premises. **Note: A blank space for the “quote per load” will be interpreted as a \$0 bid.**
- In your bid, specify the type and make of machine, horsepower, snow bucket capacity, and size of snow blower. Preferred equipment is hand-operated snow blower or shovel for walkways.
- Bidders may bid on any or all properties or group of properties.
- Lowest or any tender not necessarily accepted. Family and Human Services reserves the right to accept or reject any or all bids.
- Faxed submissions will not be accepted.
- Late submissions will not be accepted.
- **The contract will be awarded based on the total bid for the three snow seasons to the bidder whose bid provides the greatest value based on quality, service, and price.**

- The successful bidder shall be required to execute the attached draft contract. Site meetings will be held at the dates, times and locations attached. It is recommended that all bidders, especially those who may be submitting for the first time, attend the site meeting. The term of the contract shall be for **three years** as follows:
- 2017 Snow - Season November 1, 2017 to April 30, 2018
- 2018 Snow - Season November 1, 2018 to April 30, 2019
- 2019 Snow - Season November 1, 2019 to April 30, 2020

For information contact:

- Queens County sites - Steven Murphy 902-368-5770
- Montague area sites - Joel Kennedy 902-838-5293
- Souris area sites - Steven Murphy 902-368-5770
- Prince County sites - Vernon MacLeod 902-888-8436

#	NAME	ADDRESS	PRICE PER SEASON			
			2017-2018	2018-2019	2019-2020	Total
1	Rankin Court Huntington Court	3 Rankin Court, Charlottetown, PEI 28 & 34 Hunt Avenue, Charlottetown, PEI				
2	Spring Park Court	501 Queen Street, Charlottetown, PEI				
3	Duvar Court Queens Court	20 Duvar Court, Charlottetown, PEI 407, 409, 411 Queen Street, Charlottetown, PEI				
4	Haviland Court	24 Haviland Court, Charlottetown, PEI				
5	Champion Court	9 Champion Court, Charlottetown, PEI				
6	Park Royal Court	7 Park Royal Court, Charlottetown, PEI				
7	Hemlock Court A & B	17 & 19 Hemlock Court, Charlottetown, PEI				
8	Cornwall Seniors Housing	51 MacArthur Drive, Cornwall, PEI				
9	Crapaud Seniors Housing	49, 55, & 57 Mill Road, Crapaud, PEI				
10	Hunter River Seniors Housing	19854 Malpeque Road, Hunter River, PEI				
11	North Rustico Seniors Housing	74 Churchill Avenue, North Rustico, PEI				
12	South Rustico Seniors Housing	2115 Church Road, South Rustico, PEI				
13	Mt. Stewart Seniors Housing	44 Palmer Street, Mt. Stewart, PEI				
14	Cedar Home	178 Station Road, Tracadie, PEI				
15	Oak Home	171 Station Road, Tracadie, PEI				
16	Maple Home	159 Station Road, Tracadie, PEI				
17	Beech Home	185 Beach Grove Road, Charlottetown, PEI				
18	Abrams Village	1725 Rte 125, Abrams Village, PEI				
19	Bedeque	22 Victoria Road, Bedeque, PEI				
20	Borden A Borden B Borden C	190 Howatt Street, Borden, PEI 190 Howatt Street, Borden, PEI 188 Howatt Street, Borden, PEI				
21	Kensington A Kensington B Kensington C Kensington D Kensington E Kensington F Kensington G	18 Pleasant Court, Kensington, PEI 24 Pleasant Court, Kensington, PEI 20 Pleasant Court, Kensington, PEI 22 Pleasant Court, Kensington, PEI 26 Pleasant Court, Kensington, PEI 16 Pleasant Court, Kensington, PEI 14 Pleasant Court, Kensington, PEI				

#	NAME	ADDRESS	PRICE PER SEASON			
			2017-2018	2018-2019	2019-2020	2018-2019
22	Kinkora B	52 Anderson Street, Kinkora, PEI				
23	Miscouche A Miscouche B Miscouche C	4 Kelly Drive, Miscouche, PEI 16 Kelly Drive, Miscouche, PEI 22 Kelly Drive, Miscouche, PEI				
24	Mont Carmel	1254 Rte 177, Mont Carmel, PEI				
25	Summerside A Summerside B Summerside C Summerside D Summerside E Summerside F Summerside G Summerside H Summerside J Summerside K Summerside L Summerside M Summerside N Frank Mellish	208-214 Lefursey Avenue, Summerside, PEI 220-226 Lefursey Avenue, Summerside, PEI 234-240 Lefursey Avenue, Summerside, PEI 242-248 Lefursey Avenue, Summerside, PEI 329-335 Lefursey Avenue, Summerside, PEI 225 Lefursey Avenue, Summerside, PEI 334 Lefursey Avenue, Summerside, PEI 336 Lefursey Avenue, Summerside, PEI 225 Linden Avenue, Summerside, PEI 229 Linden Avenue, Summerside, PEI 225 Linden Avenue, Summerside, PEI 221 Linden Avenue, Summerside, PEI 219 Linden Avenue, Summerside, PEI 22 Frank Mellish Street, Summerside, PEI				
26	Tyne Valley A Tyne Valley B	8 Clyde Minard Way, Tyne Valley, PEI 8 Lidstone Lane, Tyne Valley, PEI				
27	Wellington A, B, C Wellington E	94 Mill Road, Wellington, PEI 88 Mill Road, Wellington, PEI				
28	Wilmot	101 Gillespie Avenue, Wilmot, PEI				
29	Alberton A Alberton B	68 Dufferin Street, Alberton, PEI 198 Poplar Street, Alberton, PEI				
30	Tignish A & B	324 Church Street, Tignish, PEI				
31	St. Louis	3569 Union Road, St. Louis, PEI				
32	O'Leary A O'Leary B O'Leary C	33 Community Street, O'Leary, PEI 30 Parkview Avenue, O'Leary, PEI 26 Parkview Avenue, O'Leary, PEI				
33	Belfast (Eldon)	3064 Garfield Road, Rte 207, PEI				
34	Cardigan	31 Victoria Street, Cardigan, PEI				
35	Georgetown A Georgetown B Georgetown C	63 Kent Street, Georgetown, PEI 69 Kent Street, Georgetown, PEI 67 Kent Street, Georgetown, PEI				
36	Montague M	5 Harmony Lane, Montague, PEI				

#	NAME	ADDRESS	PRICE PER SEASON			
			2017-2018	2018-2019	2019-2020	Total
37	Murray Harbour	38 Church Street, Murray Harbour, PEI				
38	Montague A Montague B Montague C Montague D	284 Queens Road, Montague, PEI 445 John Beer Drive, Montague, PEI 447 John Beer Drive, Montague, PEI 449 John Beer Drive, Montague, PEI				
39	Montague E Montague L	42 Wood Islands Hill, Montague, PEI 202 Down East Crescent, Montague, PEI				
40	Montague F Montague G	384 Campbell Avenue, Montague, PEI 265 Queens Road, Montague, PEI				
41	Riverview Manor Montague H Montague J Montague K	14 Rosedale Road, Montague, PEI 10 Rosedale Road, Montague, PEI 12 Rosedale Road, Montague, PEI 16 Rosedale Road, Montague, PEI				
42	Murray River	58-68 Dover Road, Rte 24, Murray River, PEI				
43	Morell A Morell B	50 Queen Elizabeth Drive, Morell, PEI 62 Queen Elizabeth Drive, Morell, PEI				
44	Rollo Bay Seniors Housing	798, Rte 2, Rollo Bay, PEI				
45	Souris A Souris B Souris C Souris D Souris E	8 Souris River Road, Rte 358, Souris, PEI 43 Chapel Avenue, Souris, PEI 10 Souris River Road, Rte 358, Souris, PEI 12 Souris River Road, Rte 358, Souris, PEI 14 Souris River Road, Rte 358, Souris, PEI				
46	Souris F Souris G	12 Sterns Avenue, Souris, PEI 10 Sterns Avenue, Souris, PEI				
47	Souris H Souris J	5 Goodwill Avenue, Souris, PEI 3 Goodwill Avenue, Souris, PEI				
48	Souris K Souris L	11 Bloomsbury Street, Souris, PEI 13 Bloomsbury Street, Souris, PEI				
49	Souris M Souris N	2 Cantwell Crescent, Souris, PEI 13 Cantwell Crescent, Souris, PEI				
50	St. Peters A St. Peters B	42 Bay Shore Road, St. Peters, PEI 40 Bay Shore Road, St. Peters, PEI				
51	All sites	Price per tandem load loaded and disposed of.				

SNOW REMOVAL EQUIPMENT:

Make	Type	Bucket	Capacity (if applicable)	Year	HP

Liability Insurance Company Name: _____

Having examined the specifications for this service as well as any addenda issued, WE HEREBY OFFER to furnish all materials and labour necessary for the full and proper completion for “**Snow Removal**” at the locations identified above. This bid shall **exclude all applicable taxes** in force at this date and shall not include any additional or deductible allowances or taxes which may be applicable subsequent to this date, and which shall be payable by or to the Department of Family and Human Services, in accordance with the above-mentioned documents.

In submitting this tender, we recognize the necessity to complete the information requested by any appendices, as well as the right of the Department of Family and Human Services to accept any tender at price submitted on the condition that revised tenders will not be called for if minor changes are made.

If we are notified of the acceptance of this tender within the specified time, we will enter into a formal contract agreement with the Department of Family and Human Services.

I have read and understood the specifications:

SIGNED AND SUBMITTED FOR:

BIDDER’S LEGAL NAME

ADDRESS & POSTAL CODE

TELEPHONE / FAX / CELLULAR

DATE

(Must be signed by an Officer of the Company or Sole Owner)

Site Meeting Schedule:

#	NAME	ADDRESS	Site Meeting	
			Date	Time
1	Charlottetown Area Properties	Meet at Hunt Court, 28 & 34 Hunt Avenue, Charlottetown, PEI	October 3, 2017	9:00 a.m.
2	Cornwall Seniors Housing	51 MacArthur Drive, Cornwall, PEI	October 4, 2017	8:30 a.m.
3	Crapaud Seniors Housing	49, 55, & 57 Mill Road, Crapaud, PEI	October 4, 2017	9:30 a.m.
4	Hunter River Seniors Housing	19854 Malpeque Road, Hunter River, PEI	October 4, 2017	10:30 a.m.
5	North Rustico Seniors Housing	74 Churchill Avenue, North Rustico, PEI	October 4, 2017	11:00 a.m.
6	South Rustico Seniors Housing	2115 Church Road, South Rustico, PEI	October 4, 2017	11:30 a.m.
7	Mt. Stewart Seniors Housing	44 Palmer Street, Mt. Stewart, PEI	September 29, 2017	10.30 a.m.
8	Cedar Home Oak Home Maple Home	178 Station Road, Tracadie, PEI 171 Station Road, Tracadie, PEI 159 Station Road, Tracadie, PEI Meet at 178 Station Road, Tracadie, PEI	September 29, 2017	9:30 a.m.
9	Beech Home	185 Beach Grove Road, Charlottetown, PEI	September 29, 2017	8:30 a.m.
10	Abrams Village	1725 Rte 125, Abrams Village, PEI	October 3, 2017	12:30 a.m.
11	Bedeque	22 Victoria Road, Bedeque, PEI	October 3, 2017	11:45 a.m.
12	Borden A Borden B Borden C	190 Howatt Street, Borden, PEI 190 Howatt Street, Borden, PEI 188 Howatt Street, Borden, PEI Meet at Borden A, 190 Howatt Street, Borden, PEI	October 3, 2017	10:45 a.m.

#	NAME	ADDRESS	Site Meeting	
			Date	Time
13	Kensington A Kensington B Kensington C Kensington D Kensington E Kensington F Kensington G	18 Pleasant Court, Kensington, PEI 24 Pleasant Court, Kensington, PEI 20 Pleasant Court, Kensington, PEI 22 Pleasant Court, Kensington, PEI 26 Pleasant Court, Kensington, PEI 16 Pleasant Court, Kensington, PEI 14 Pleasant Court, Kensington, PEI Meet at Building A, 18 Pleasant Street, Kensington, PEI	October 3, 2017	8:45 a.m.
14	Kinkora A Kinkora B	52 Anderson Street, Kinkora, PEI 52 Anderson Street, Kinkora, PEI	October 3, 2017	9:45 a.m.
15	Miscouche A Miscouche B Miscouche C	4 Kelly Drive, Miscouche, PEI 16 Kelly Drive, Miscouche, PEI 22 Kelly Drive, Miscouche, PEI Meet at Miscouche A, 4 Kelly Drive, Miscouche, PEI	October 4, 2017	10:00 a.m.
16	Mont Carmel	1254 Rte 177, Mont Carmel, PEI	October 4, 2017	11:15 a.m.

#	NAME	ADDRESS	Site Meeting	
			Date	Time
17	Summerside A Summerside B Summerside C Summerside D Summerside E Summerside F Summerside G Summerside H Summerside J Summerside K Summerside L Summerside M Summerside N Frank Mellish Wilmot	208-214 Lefurgey Avenue, Summerside, PEI 220-226 Lefurgey Avenue, Summerside, PEI 234-240 Lefurgey Avenue, Summerside, PEI 242-248 Lefurgey Avenue, Summerside, PEI 329-335 Lefurgey Avenue, Summerside, PEI 225 Lefurgey Avenue, Summerside, PEI 334 Lefurgey Avenue, Summerside, PEI 336 Lefurgey Avenue, Summerside, PEI 225 Linden Avenue, Summerside, PEI 229 Linden Avenue, Summerside, PEI 225 Linden Avenue, Summerside, PEI 221 Linden Avenue, Summerside, PEI 219 Linden Avenue, Summerside, PEI 22 Frank Mellish Street, Summerside, PEI 101 Gillespie Avenue, Wilmot, PEI Meet at Maintenance Shop located next to Summerside G Building, 334 Lefurgey Avenue, Summerside, PEI	October 5, 2017	8:30 a.m.
18	Tyne Valley A Tyne Valley B	8 Clyde Minard Way, Tyne Valley, PEI 8 Lidstone Lane, Tyne Valley, PEI Meet at 1303 Port Hill Station Road	September 29, 2015	11:45 a.m.
19	Wellington ABCD Wellington E	94 Mill Road, Wellington, PEI 88 Mill Road, Wellington, PEI Meet at 88 Mill Road, Wellington, PEI	October 3, 2017	1:00 p.m.

#	NAME	ADDRESS	Site Meeting	
			Date	Time
20	Alberton A Alberton B	68 Dufferin Street, Alberton, PEI 198 Poplar Street, Alberton, PEI Meet at 68 Dufferin Street, Alberton, PEI	September 29, 2017	9:30 a.m.
21	Tignish A&B	Meet at 324 Church Street, Tignish, PEI	September 29 2017	9:00 a.m.
22	St. Louis	3569 Union Road, St. Louis, PEI	September 29 2017	10:15 a.m.
23	O'Leary A O'Leary B O'Leary C	33 Community Street, O'Leary, PEI 30 Parkview Avenue, O'Leary, PEI 26 Parkview Avenue, O'Leary, PEI Meet at 33 Community Street, O'Leary, PEI	September 29 2017	11.00 a.m.
24	Belfast (Eldon)	3064 Garfield Road, Rte 207, PEI	September 27, 2017	10:00 a.m.
25	Cardigan	31 Victoria Street, Cardigan, PEI	October 3, 2017	10:30 a.m.
26	Georgetown A Georgetown B Georgetown C	63 Kent Street, Georgetown, PEI 69 Kent Street, Georgetown, PEI 67 Kent Street, Georgetown, PEI	October 3, 2017	10:00 a.m.
27	All Montague Area A-M	Meet at Montague A, 284 Queens Road, Montague, PEI	September 28, 2017	8:30 a.m.
28	Murray Harbour	38 Church Street, Murray Harbour, PEI	September 27, 2017	8:00 a.m.
29	Murray River	58-68 Dover Road, Rte 24, Murray River, PEI	September 27, 2017	8:30 a.m.
30	Morell A Morell B	50 Queen Elizabeth Drive, Morell, PEI 62 Queen Elizabeth Drive, Morell, PEI	September 27, 2017	10.15 a.m.
31	Rollo Bay Seniors	798, Rte 2, Rollo Bay, PEI	September 27, 2017	10:45 a.m.

#	NAME	ADDRESS	Site Meeting	
			Date	Time
32	All Souris Area A to N	Meet at: Souris A - 8 Souris River Road, Souris, PEI	September 27, 2017	11:15 a.m.
33	St. Peters A St. Peters B	42 Bay Shore Road, St. Peters, PEI 40 Bay Shore Road, St. Peters, PEI	September 27, 2017	9.30 a.m.

\$_____, plus all applicable taxes, is the maximum for the project and includes all amounts which may be owed for the work done since the 1st day of November, 2017.

Payments, Records and Accounts

- 3. The Government shall make payments to the Contractor in the following manner:
 - a. Payment for work rendered under this Agreement shall be for a fixed lump sum of \$_____, plus all applicable taxes. The payments described herein shall be paid upon the basis of the submission by the Contractor of a detailed invoice. Such invoices shall be submitted to the Government and the Government shall pay the amount owing within 30 days of receipt.
 - b. Work related to the loading and trucking away of snow from the location(s) shall be paid at the rate of \$_____ per load, plus all applicable taxes. A representative of the Government shall determine when such removal is necessary.

Conditions and Records of Employment

- 4.
 - a. The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
 - b. The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor as an officer, clerk or employee of the Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
- 5.
 - a. The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for Sales Taxes, Income Tax, Canada Pension Plan, Employment Insurance, Workers Compensation assessments, Harmonized Sales Tax or any other similar matter which the Contractor may be required by law to make in connection with the work to be performed under this Agreement.
 - b. The Contractor agrees to accept sole responsibility to comply with all Federal, Provincial and Municipal legislation which may have application to the work being performed under this Agreement.
 - c. The Contractor, before undertaking any work under this Agreement, shall provide a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.

Initials _____/_____
Date _____/_____

- d. The Contractor shall 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 W-3, the *Workers Compensation Act* R.S.P.E.I. 1994 Cap 67, or any other laws that impose obligations in the nature of employers' obligations.
- e. The Contractor agrees to accept the full cost of doing those things required under sub-paragraphs 5 (a), 5 (b), 5 (c), and 5(d) above, and will not charge or seek reimbursement from the Government in any way; such costs having been taken into consideration and included in the rates of payment stipulated any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.

Administration

- 6. The work is to be performed at locations set forth in Schedule "B".
- 7. The Government shall provide such support, direction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and direct the activities of the Contractor.

Termination of Agreement

- 8. Notwithstanding other provisions of this Agreement, the Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of the Government and either delivered to the Contractor or mailed to the Contractor's address at the last-known place of business. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against the Government, except for the following: The Contractor will be paid pursuant to and in accordance with paragraph 3 for the work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by the Government or the Contractor on account.
- 9. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

- 10. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor will not directly or indirectly disclose or use it for purposes unrelated to the Agreement at any time without first obtaining the written consent of the Government, unless the information, knowledge or data is generally available to the public.

Initials _____/_____
 Date _____/_____

Freedom of Information and Protection of Privacy Act

- 11. Any information provided on this contract may be subject to release under the *Freedom of Information and Protection of Privacy Act*. The Contractor may be consulted prior to release of any information.
- 12. Contractors whose work for Government involves the collection or use of personal information are subject to the *Freedom of Information and Protection of Privacy Act*. Personal information may not be released to any third party or unauthorized individual.

Indemnification and Assumption of Liability

- 13. 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 (herein called 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.

Insurance Requirements

- 14. The Contractor shall, without limiting his obligations or liabilities herein, and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the Government.
 - (a) The Contractor shall have Commercial General Liability coverage in an amount not less than Three Million Dollars (\$3,000,000.00) inclusive per occurrence against bodily injury and property damage. The Government is to be added as an additional 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.

Commercial General Liability insurance shall be endorsed to provide the Government with 30 days advance written notice of cancellation or material change.

- (b) Automotive liability coverage (Standard Automobile Policy) 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 Two Million Dollars (\$2,000,000.00).

Initials _____/_____
Date _____/_____

All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Government 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 thereof, shall be furnished to the Government prior to commencement of work by the Contractor and must be updated as required during the Term.

The policies required by this Agreement shall be in a form and with insurers satisfactory to the Government. Default of delivery or receipt by the Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

Entire Agreement

15.
 - a. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Government. If the Contractor is unable to perform the services described in Schedule “A” for a period of time due to illness, mechanical breakdown or any other reason, the Contractor shall arrange for a subcontractor to perform the services and pay the subcontractor directly for the performance of those services.
 - b. The Contractor shall obtain consent of the Government prior to the subcontractor commencing performance of the services. The subcontractor must be approved at the sole discretion of the Government; if the Government is unable to approve the subcontractor this Agreement shall be terminated in accordance with Clause 8.
16. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to above assignment and subcontracting clause, their executors, administrators, successors and assigns.
17. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
18. This Agreement, including Schedules “A”, “B”, and “C” constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
19. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
20. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.

Initials _____/_____
Date _____/_____

21. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have executed this Agreement as of the day and year above written.

SIGNED, SEALED & DELIVERED

in the presence of:

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Government of Prince Edward Island,
as represented by the Minister of
Family and Human Services

SIGNED, SEALED & DELIVERED

in the presence of:

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)
)
)
)
)
)

SCHEDULE "A"

“THE WORK”

**To Contract between the Government of Prince Edward Island and _____ dated
the _____ day of _____, 2017**

1. The Contractor shall provide complete mechanized snow removal service for the location(s) specified in Schedule “B” from:
 - a. all driveways and parking lots;
 - b. fire exit doors that do not have sidewalks leading from them (snow to be removed to a clear area such as a parking lot or driveway);

2. Services will be for the snow seasons defined as:
 - i. 2017 Season November 1, 2017 to April 30, 2018;
 - ii. 2018 Season November 1, 2018 to April 30, 2019; and
 - iii. 2019 Season November 1, 2019 to April 30, 2020.

3. Snow removal service will include all labour and equipment. The Contractor will advise the Government of the type of equipment being used at each location. The preferred type of equipment is a snow blower. The Government reserves the right to allow substitute equipment to be used. Any and all substitute equipment must be approved by the Government prior to use by the Contractor.

4. The Contractor shall provide snow shoveling service at all locations, for all walkways, doorsteps, fire escape doorways, ramps, fire escape routes, patio door platforms, access to generator sheds, fuel tanks, all outside garbage bins, 911 signs and waste watch carts. Such snow shoveling service will include all labour, equipment, and tools.

5. The Contractor shall supply and spread salt or sand at all locations on all driveways from main highway, parking lots, walkways, doorsteps and ramps, and smoking sheds (Riverview Manor). Salt is the preferred product. At such time when salt has no effect due to extreme cold temperatures, sand is to be used. On parking lots, salt is to be spread with a salt spreader. On sidewalks, salt is to be spread with a hand spreader. Such salt or sanding spreading service will include all labour, equipment, and tools. The Government shall provide the salt for steps and walkways only.

6. Operators are to have a valid Prince Edward Island driver’s license appropriate to the type of equipment being operated.

7. The performance of the work shall be as follows:

Initials _____/_____
Date _____/_____

- a. The Contractor will remove snow when fallen or drifted snow has accumulated to the extent it will make walking or automobile travel difficult and in all cases when snowfall exceeds ten centimeters or four inches.
 - b. Sand is not to be used on sidewalks. Only rock salt is to be used on sidewalks.
 - c. Mechanized equipment may be used to clear walkways if the machinery will not damage the grounds, ramps, walkways, or rails. Hand operated snow-blowers or shovels are to be used wherever possible.
 - d. The Contractor shall make arrangements with the tenants and staff (for Riverview Manor) of the building to ensure cars can be moved to clean all areas of the parking lot.
 - e. The Contractor shall load and truck snow from premises when the Government determines that removal is necessary.
 - f. The Contractor shall remove accumulated slush and ice from driveways and walkways. It is the expectation that lots be scraped down to bare pavement during each clearing.
 - g. The Government will provide a “Verification of Work” form (Schedule “C”) to the Contractor and the Contractor must submit the completed form with their hours of performance of work when invoicing.
8. The timing of work performed shall be as follows:
- a. The Contractor will be on call for emergencies during a storm or after a storm.
 - b. The Contractor will provide mechanized snow removal services and shoveling services immediately after a major snow storm has ceased or, where the storm ceases during the night, will complete removing snow before 8 a.m. on the following morning. Snow removal will otherwise occur according to the following schedule (all times are Atlantic Standard Time):
 - i. **Riverview Manor** - Snow must be cleared daily at 5:30 a.m., 2:30 p.m., and 10:30 p.m. to allow for staff shift changes. Snow must be cleared by 8 a.m. to allow for non-shift workers arrival.
 - ii. **All Other Sites** - Cleared daily by 8 a.m.
 - c. Salting and sanding will occur at such times as when the conditions are slippery enough to present a hazard and when weather and temperatures are such that salt or sand will improve walking conditions.

Initials _____/_____
 Date _____/_____

9. The Contractor shall be responsible for any damage incurred during the execution of the work under this contract, and shall, at no expense to the Government repair the damage to the satisfaction of the Government. Damage which affects the building service (e.g., fire hydrants, mailboxes, etc.) shall be repaired immediately. Damage to curbs, fencing, lawn area, etc., shall be repaired within the timeframe as follows:

- a. 2017 Season May 2018
- b. 2018 Season May 2019
- c. 2019 Season May 2020

10. The Contractor shall invoice the Government in six equal monthly installments not to exceed the price per season as noted in Schedule "B". Invoices are to be dated for the last day of the month for the following months: November 30; December 31; January 31; February 28; March 31; and April 30.

Initials _____/_____
Date _____/_____

SCHEDULE "B"

“LOCATION OF WORK TO BE PERFORMED”

**To Contract between the Government of Prince Edward Island and _____ dated
the _____ day of _____, 2017**

#	NAME	ADDRESS	PRICE PER SEASON			
			2017-2018	2018-2019	2019-2020	Total
1	Rankin Court Huntington Court	3 Rankin Court, Charlottetown, PEI 28 & 34 Hunt Avenue, Charlottetown, PEI				
2	Spring Park Court	501 Queen Street, Charlottetown, PEI				
3	Duvar Court Queens Court	20 Duvar Court, Charlottetown, PEI 407, 409, & 411 Queen Street, Charlottetown, PEI				
4	Haviland Court	24 Haviland Court, Charlottetown, PEI				
5	Champion Court	9 Champion Court, Charlottetown, PEI				
6	Park Royal Court	7 Park Royal Court, Charlottetown, PEI				
7	Hemlock Court A & B	17 & 19 Hemlock Court, Charlottetown, PEI				
8	Cornwall Seniors Housing	51 MacArthur Drive, Cornwall, PEI				
9	Crapaud Seniors Housing	49, 55, & 57 Mill Road, Crapaud, PEI				
10	Hunter River Seniors Housing	19854 Malpeque Road, Hunter River, PEI				
11	North Rustico Seniors Housing	74 Churchill Avenue, North Rustico, PEI				
12	South Rustico Seniors Housing	2115 Church Road, South Rustico, PEI				
13	Mt. Stewart Seniors Housing	44 Palmer Street, Mt. Stewart, PEI				
14	Cedar Home	178 Station Road, Tracadie, PEI				
15	Oak Home	171 Station Road, Tracadie, PEI				
16	Maple Home	159 Station Road, Tracadie, PEI				
17	Beech Home	185 Beach Grove Road, Charlottetown, PEI				
18	Abrams Village	1725 Route 125, Abrams Village, PEI				

Initials _____/_____
Date _____/_____

#	NAME	ADDRESS	PRICE PER SEASON			
			2017-2018	2018-2019	2019-2020	Total
19	Bedeque	22 Victoria Road, Bedeque, PEI				
20	Borden A Borden B Borden C	190 Howatt Street, Borden, PEI 190 Howatt Street, Borden, PEI 188 Howatt Street, Borden, PEI				
21	Kensington A Kensington B Kensington C Kensington D Kensington E Kensington F Kensington G	18 Pleasant Court, Kensington, PEI 24 Pleasant Court, Kensington, PEI 20 Pleasant Court, Kensington, PEI 22 Pleasant Court, Kensington, PEI 26 Pleasant Court, Kensington, PEI 16 Pleasant Court, Kensington, PEI 14 Pleasant Court, Kensington, PEI				
22	Kinkora B	52 Anderson Street, Kinkora, PEI				
23	Miscouche A Miscouche B Miscouche C	4 Kelly Drive, Miscouche, PEI 16 Kelly Drive, Miscouche, PEI 22 Kelly Drive, Miscouche, PEI				
24	Mont Carmel	1254 Route 177, Mont Carmel, PEI				
25	Summerside A Summerside B Summerside C Summerside D Summerside E Summerside F Summerside G Summerside H Summerside J Summerside K Summerside L Summerside M Summerside N Frank Mellish	208-214 Lefurkey Avenue, Summerside, PEI 220-226 Lefurkey Avenue, Summerside, PEI 234-240 Lefurkey Avenue, Summerside, PEI 242-248 Lefurkey Avenue, Summerside, PEI 329-335 Lefurkey Avenue, Summerside, PEI 225 Lefurkey Avenue, Summerside, PEI 334 Lefurkey Avenue, Summerside, PEI 336 Lefurkey Avenue, Summerside, PEI 225 Linden Avenue, Summerside, PEI 229 Linden Avenue, Summerside, PEI 225 Linden Avenue, Summerside, PEI 221 Linden Avenue, Summerside, PEI 219 Linden Avenue, Summerside, PEI 22 Frank Mellish Street, Summerside, PEI				
26	Tyne Valley A Tyne Valley B	8 Clyde Minard Way, Tyne Valley, PEI 8 Lidstone Lane, Tyne Valley, PEI				
27	Wellington A, B, C Wellington E	94 Mill Road, Wellington, PEI 88 Mill Road, Wellington, PEI				
28	Wilmot	101 Gillespie Avenue, Wilmot, PEI				
29	Alberton A Alberton B	68 Dufferin Street, Alberton, PEI 198 Poplar Street, Alberton, PEI				

Initials _____/_____
Date _____/_____

#	NAME	ADDRESS	PRICE PER SEASON			
			2017-2018	2018-2019	2019-2020	Total
30	Tignish A & B	324 Church Street, Tignish, PEI				
31	St. Louis	3569 Union Road, St. Louis, PEI				
32	O'Leary A O'Leary B O'Leary C	33 Community Street, O'Leary, PEI 30 Parkview Avenue, O'Leary, PEI 26 Parkview Avenue, O'Leary, PEI				
33	Belfast (Eldon)	3064 Garfield Road, Route 207, PEI				
34	Cardigan	31 Victoria Street, Cardigan, PEI				
35	Georgetown A Georgetown B Georgetown C	63 Kent Street, Georgetown, PEI 69 Kent Street, Georgetown, PEI 67 Kent Street, Georgetown, PEI				
36	Montague M	5 Harmony Lane, Montague, PEI				
37	Murray Harbour	38 Church Street, Murray Harbour, PEI				
38	Montague A Montague B Montague C Montague D	284 Queens Road, Montague, PEI 445 John Beer Drive, Montague, PEI 447 John Beer Drive, Montague, PEI 449 John Beer Drive, Montague, PEI				
39	Montague E Montague L	42 Wood Islands Hill, Montague, PEI 202 Down East Crescent, Montague, PEI				
40	Montague F Montague G	384 Campbell Avenue, Montague, PEI 265 Queens Road, Montague, PEI				
41	Riverview Manor Montague H Montague J Montague K	14 Rosedale Road, Montague, PEI 10 Rosedale Road, Montague, PEI 12 Rosedale Road, Montague, PEI 16 Rosedale Road, Montague, PEI				
42	Murray River	58-68 Dover Road, Rte 24, Murray River, PEI				
43	Morell A Morell B	50 Queen Elizabeth Drive, Morell, PEI 62 Queen Elizabeth Drive, Morell, PEI				
44	Rollo Bay Seniors Housing	798, Rte 2, Rollo Bay, PEI				

Initials _____/_____
Date _____/_____

#	NAME	ADDRESS	PRICE PER SEASON			
			2017-2018	2018-2019	2019-2020	Total
45	Souris A Souris B Souris C Souris D Souris E	8 Souris River Road, Rte 358, Souris, PEI 43 Chapel Avenue, Souris, PEI 10 Souris River Road, Rte 358, Souris, PEI 12 Souris River Road, Rte 358, Souris, PEI 14 Souris River Road, Rte 358, Souris, PEI				
46	Souris F Souris G	12 Sterns Avenue, Souris, PEI 10 Sterns Avenue, Souris, PEI				
47	Souris H Souris J	5 Goodwill Avenue, Souris , PEI 3 Goodwill Avenue, Souris , PEI				
48	Souris K Souris L	11 Bloomsbury Street, Souris, PEI 13 Bloomsbury Street, Souris, PEI				
49	Souris M Souris N	2 Cantwell Crescent, Souris, PEI 13 Cantwell Crescent, Souris, PEI				
50	St. Peters A St. Peters B	42 Bay Shore Road, St. Peters, PEI 40 Bay Shore Road, St. Peters, PEI				
51	All sites	Price per tandem load loaded and disposed of.				

Initials _____/_____
Date _____/_____

