

**RESORT MUNICIPALITY OF STANLEY BRIDGE, HOPE RIVER, BAYVIEW,
CAVENDISH AND NORTH RUSTICO**

SNOW REMOVAL TENDER

Quotation for Snow Removal, salting and sanding of parking lots, parking areas, mailbox at the road, walkway into the Resort Municipality Office, walkway into the downstairs area, walkway into the Cavendish Information Centre main entrance, garbage cans, oil delivery and oil pipe areas seven (7) days a week with no snow to be pushed up against the building by the snow clearing equipment.

Quotations will be received by the Resort Municipality until 1:00 p.m., local time, on Tuesday, November 14, 2017, at the Resort Municipality Office.

Quotations must be submitted on the attached Bid Form, sealed in a plain envelope marked, "Quotations For Snow Removal, salting and sanding - Cavendish Information Center" and shall bear the name, telephone number, post office address and street address of the party submitting the quotation and must be delivered to: Resort Municipality. Attention: CAO, Brenda MacDonald, 7591 Cawnpore Lane, R.R. # 2, Hunter River, PE, C0A 1N0 before the time and the date stated above.

No telegraph/telefax/e-mail quotes will be considered.

Bidders are required to quote on snow removal, salting and sanding of front and rear parking lots, parking areas, mailbox at road, walkway into the municipality office, walkway into the warden's office, walkway into the visitor information center main entrance, garbage cans, oil delivery and oil pipe areas seven (7) days a week and no snow is to be pushed up against the building by the snow clearing equipment.

Snow Removal, salting and sanding shall begin on November 21, 2017 and shall stay in effect until April 30, 2018.

Snow Removal is to be completed Monday through Sunday, seven (7) days per week and shall be completed no later than 8:00 a.m. each morning and shall be cleared, salted and sanded throughout the day as required until 5:00 p.m..

All equipment is to be covered by Public Liability and Property Damage Insurance, as set forth in the Bid Form. Proof of Insurance is to be supplied to the municipality.

Quotations should be submitted on the attached Bid Form and shall include a complete description of what services are being provided. Any questions with respect to the quotation, please contact the CAO, Brenda MacDonald at 963-2698.

The lowest or any quotation will not necessarily be accepted. We reserve the right to reject any quotation if, in our sole discretion, it is deemed advisable.

SCHEDULE "A" BID FORM AGREEMENT

The undersigned understands and agrees:

- 1) That, in the case where the operator fails to report to clean, salt and sand the parking lots, walkways and parking areas when required, repeated poor performance on the job as determined by the Resort Municipality, or any other reason, the Resort Municipality reserves the right to cancel the Contract without notice or penalty.
- 2) That all work to be performed under this Contract shall be supervised by and must be performed to the satisfaction of the Resort Municipality.
- 3) That the cost of fuel, lubricants, etc., shall be the responsibility of the undersigned.
- 4) To carry Public Liability and Property Damage insurance for the equipment and operator and the amount of coverage shall not be less than one Million dollars (\$1,000,000.00) per occurrence and to indemnify and save harmless the Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico, Parks Canada and the Province of PEI in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by the contractor, or the contractor's employees, or relating to the prosecution of the works or any of the contractor's operations or caused by reason of the existence or location or condition of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on the contractor's part, or on the part of any of the contractor's employees, to do or perform any or all of the several acts or things required to be done by the contractor or the contractor's employees under and by these conditions and covenants and agrees to hold the Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico, Parks Canada and the Province of PEI harmless and indemnified for all such damages and claims for damages.
- 5) That the undersigned shall indemnify and hold harmless the Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico, Parks Canada and the Province of PEI, its agents, representatives and employees for 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 undersigned's performance of work pursuant to this Contract (hereinafter 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 undersigned or anyone directly or indirectly employed by the undersigned or anyone from who the undersigned be liable.
- 6) That the undersigned will act as an independent contractor and is entitled to no other benefits or payments whatsoever other than those specified in the Bid Form.
- 7) That is shall be the sole responsibility of the undersigned that if any damage is done to the grassed areas along the walkways that it shall be reinstated at the cost of the contractor.
- 8) That it shall be the sole responsibility of the undersigned to submit any applications, reports, payments or contributions with respect to Sales Tax, Income Tax, Canada Pension Plan, Employment Insurance, Harmonized Sales Tax or any other similar matter which may be required by law to be made by the undersigned as an independent contractor in connection with the services to be performed under this Contract.

- 9) That it shall be the sole responsibility of the undersigned to comply with all Federal, Provincial and Municipal Legislation which may have application to the services being performed under this Contract.
- 10) That the undersigned, before undertaking any work under the Contract, shall provide a certificate of good standing issued by the Workers Compensation Board.
- 11) That the Resort Municipality reserves the right to reject any or all quotations, not necessarily accept the lowest quotation, or to accept any quotation which it may consider to be in the best interest of the Resort Municipality. The Resort Municipality also reserves the right to waive, any technical or formal irregularity in any quotation.
- 12) That Harmonized Sales Tax is extra.
- 13) That the undersigned shall not sublet or assign this Agreement or any portion of the work to be performed thereunder without obtaining in advance, the written permission of the Resort Municipality. The decision to permit a sublet or assignment of this Agreement or any portion of the work thereunder, shall be in the sole discretion of the Resort Municipality.
- 14) That this Contract shall enure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and assigns.

Areas for snow removal salting and sanding under tender:

- Snow removal and salting and sanding to be completed 7 days a week.**
- **Snow removal and salting and sanding to be completed prior to 8:00 a.m. 7 days a week.**
- Driveway entrance from Cawnpore Lane into the parking lot.
- Driveway down to the back of the building along with parking and the walkway into the downstairs office **(to be salted, not sanded).**
- Main parking lot.
- Main walkway entrance to the center doors of the Visitor Information Center. **(To be salted, not sanded)**
- Parking spaces in front of the visitor center.
- Main walkway entrance into the municipal office. **(to be salted, not sanded)**
- Parking spaces in front of the municipal office.
- Garbage cans, oil delivery and oil pipe areas to be cleared back for access.
- Mailbox at the road to be cleaned back.**
- No snow is to be pushed up against the building in any locations.**
- Any damage that is done as a result of the snow clearing to the walkway and grass areas shall be reinstated at the cost of the snow removal contractor.**

BID FORM:

Signed, sealed and submitted for and on behalf of:

Company _____
 (Name)

 (Mailing Address)

 (City, Province and Postal Code)

 (Phone) (Fax)

DATED:

Signature of Witness:

Signature of Representative

Name: (Printed)

Name: (Printed)

Title (Printed)