

**Town of Three Rivers
Cavendish Farms Wellness Centre
RFQ TOTR 2025 PW-02
2025-26 Snow and Ice Removal**

Bidders:

Please find enclosed a copy of the tender documents for the removal of snow at the Cavendish Farms Wellness Centre, 21 Sullivan Lane Montague. The Town of Three Rivers will receive hand delivered sealed envelope tenders marked “**Cavendish Farms Wellness Center 2025-26 Snow and Ice Removal**” until 2:00 PM Thursday September 18, 2025, at the Town Hall, 172 Fraser Street, Montague PE.

Note the following:

1. Tenders shall be submitted on the form(s) provided and the forms(s) shall be completed, signed, and dated. Any information required from the bidder shall be attached to the tender form.
2. The Town of Three Rivers reserves the right to accept or reject any or all tenders. The lowest or any tender will not necessarily be accepted.
3. Late, emailed, faxed, unsigned or incomplete tenders will not be accepted.

A diagram is provided showing the Cavendish Farms Wellness Centre parking lot and Sullivan Lane access where snow is cleared.

For further information or clarification, please contact Dorothy Macdonald, Manager of Community Services at 902 361-2294.

Dorothy Macdonald
Manager of Community Services
Town of Three Rivers

September 2025

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This Agreement made the _____ day of _____, 2025.

Between: _____
Herein called the Contractor

Party of the First Part

AND Town of Three Rivers
Cavendish Farms Wellness Centre
Herein called the town

Party of the Second Part

Witnesseth, as Follows

1. General Covenant

The Contractor hereby covenants and agrees to perform snow and ice removal operations for properties as specified herein.

2. General Instructions

1.1 Observances of Laws and Regulations

The Contractor, must conform to all applicable laws, regulations, and bylaws in force, including, among others, the Highway Traffic Act, and the Construction Safety Act and Regulations under authority of the Workers Compensation Board, and is responsible for obtaining any permits or licenses required to perform his or her obligations under this contract.

Flashing amber lamps and reverse warning devices must be used on all snow removal equipment.

1.2 Inadequate Performance

If, in the reasonable opinion of the town, the Contractor is insufficient or is not sufficiently diligent in his or her work, the town, after verbal warning (confirmed later by letter) and allowing sufficient time to correct, may have the necessary work done and deduct the cost from the payments due to the Contractor. If, in the opinion of the town, the Contractor's performance continues to be unsatisfactory, they may cancel the contract. The Town is not responsible for compensating the Contractor for any difficulties or damage resulting from these actions.

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1.3 Discretion of the Town

The Town, acting reasonably, shall have the final say in matters where discretion must be applied in the event of a difference of opinion between the Town and the Contractor. These matters include deciding when maintenance is required after drifting or road widening.

1.4 Responsibilities of the Contractor

The Contractor, the Contractor's agents 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 or property is injured and that no rights are infringed in the execution of the work.

The Contractor is solely responsible for all damages in respect of any injury to persons or property of whatever description, and in respect of an infringement of any right, privilege or easement whatsoever, and how so ever occasioned in carrying out the requirements of this contract or any part thereof, or by any neglect, misfeasance, or nonfeasance on the Contractors part, or on the part of any of the Contractor's agents, workers, or persons employed by or under control of the Contractor or sub-contractors, 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 or menace to, the traffic on any public or private road, and to secure to all persons and corporations the uninterpreted enjoyment of all their rights.

In and during the performance of any said works; the Contractor shall indemnify and save harmless the Town from and against all claims and demands, loss, cost, damages, actions, suits, or other proceedings by whosoever made, brought, or prosecuted, in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

1.5 Liability Insurance Policy

The Contractor shall take out and maintain comprehensive general 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 five million (\$5,000,000) dollars per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Town.

Such insurance shall: **Name, the Town of Three Rivers, and the Cavendish Farms Wellness Centre, as an additional insured**; be primary and not require the sharing of any loss by any insurer of the Town; contain cross liability coverage; and preclude

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subrogation by the insured against the Town of Three Rivers. The policy shall contain an endorsement to provide the Town with sixty (60) days notice in writing of any material changes or cancellations. A copy of the policy shall be supplied to the Town prior to execution of this agreement.

The Contractor shall provide a clearance letter from the Workers Compensation Board of PEI that confirms that the Contractor's account with the WCB is in good standing.

1.6 Sub-contracting

No subcontract may be made without the prior written consent of the Town of Three Rivers.

1.7 Method of Payment

Payment will be paid 30 days after receipt of monthly invoice to the CFWC for services. Final payment will be made at the end of May 2026, after all damage has been repaired by the contractor.

2.0 Snow Clearing

2.1 Scope of the Contract- the work

The Contractor is responsible for clearing snow from the following Town property:

- a) **Cavendish Farms Wellness Centre, 21 Sullivan Lane, Montague PE**
Snow removal paved parking lot and entrance, salting and sanding.
- b) **EVChargers, parking lot, 21 Sullivan Lane**
Snow removal, parking area around the EV chargers, salting and sanding, as required.

2.2 Snow removal Specifications

The Contractor shall remove the snow to bare surface as much as possible. Snow removal operations shall commence after a snowfall.

Snow removal operations shall continue uninterrupted until the contract work is completed after commencement.

In addition to clearing after snowfalls, Town properties shall be maintained clear after drifting, development of slush, or widening of the roads by the Department of Transportation and Infrastructure Renewal, if affected.

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All snow removal must be done in a manner that does not impede the use of any parking spaces, driveways, or adjacent properties.

Snow will not be piled up within the parking areas.

2.3 Snow Removal Operations in Severe Weather

The Contractor may cease operations in severe conditions when the Department of Transportation & Infrastructure Renewal have pulled their plows off the roads.

2.3 Damage to Property

Damage to private or public property caused by the snow removal operations is the responsibility of the Contractor. The Contractor may place markers to aid in the protection of property provided they are removed by the end of April. The Contractor shall repair damage caused by snow removal operations by the End of May in the Contract year. The Contractor shall take photographs of the areas to be cleared prior to commencement of the snow removal starting each year and provide them to the Town so damage can be assessed.

3.0 Equipment

3.1 Necessary Equipment

The Contractor must have enough equipment at their disposal to satisfactorily meet the term of this contract. The Contractor must also have enough standby equipment to complete the snow clearing operations without delays due to break downs. All the proposed equipment must be maintained in good working condition. The Contractor will not substitute any equipment for that proposed in the contract without prior written approval from the Town.

4.0 Request for Proposal Information Requirements

4.1 Request for Proposal Submissions

Sealed bids for the work proposed shall be addressed to the Town of Three Rivers and plainly marked:

**Cavendish Farms Wellness Centre Snow and Ice Removal
Attention: Dorothy Macdonald**

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Bids will be received by the Town of Three Rivers at the Town Hall located at 172 Fraser Street, Montague PE, on the date and time specified below.

**Closing Date: Thursday September 18, 2025
Closing Time: 2:00PM**

The Contractor will provide the following information with the bid. Any bid submitted which does not contain this information may be rejected:

a) Bid Form

The bid form which is attached as Schedule A for the Town Buildings shall be submitted, dated, and signed by the authorized person.

b) Equipment

The Town will consider the amount, type, and quality, of equipment when selecting the Contractor. Bidders shall submit details on each piece of equipment proposed to be used. If a loader or backhoe is going to be used, the successful bidder may be asked to haul away piles of snow at reasonable intervals. This will be done at no additional cost to the Town.

c) Proposed methodology

The Town will consider the proposed methodology of the Contractor for the conducting of the work of this contract when selecting the Contractor.

The Contractor will describe how the contract requirements will be met, including determining when snow clearing and deicing operations will commence, how many pieces of equipment will be dedicated to the job, the estimated time of completion, when widening will be done, what precautionary measures may be taken to avoid damage, etc.

The Contractor shall not deviate from the proposed methodology during the term of the contract without the prior written consent or direction of the Town.

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5.0 Price Structure

4.1 Contract Award

The lowest, or any particular bid will not necessarily be accepted.

The criteria to be considered by the Town in awarding the contract will include a combination of price, scheduling, expertise, qualifications, and such other conditions as may be determined by the Town to be in its best interests.

Additions, alterations, deletions, or irregularities in the bid form may, but will not necessarily, result in the Town rejection of the bid.

The bidder acknowledges that it shall have no claim against, or entitlement to damages from, the Town by reason of the Town rejection of its bid or of all bids.

4.2 Cancellation of Request for Proposal

The Town reserves the right to cancel any request for proposal at any time, without recourse by the Contractor. The Town has the right to not award this work for any reason, including choosing to complete the work with the Town's own forces.

4.3 Term of Contract

This contract shall cover snow removal operations for a one (1) year period from November 1 to April 30 for the year 2025-26.

4.4 Contract Rate

The Contractor shall quote a lump sum, including HST, for snow removal operations from November 1 to April 30 for the year 2025-26.

4.5 Contract Rate- Adjustments

In the event of extreme fluctuations in fuel prices the Town may, at its own discretion or in receiving a request from the Contractor, adjust the rate to reflect current fuel costs.

Any application for adjustment to contract rates must be in writing and will be subject to the Approval of the Chief Administrative Officer.

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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

On the _____ day of _____, 2022

Contractor

Witness

Signature

Name and Title

Witness

Signature

Name and Title

Signed, Sealed, and Delivered

On the _____ day of _____, 2022

Town of Three Rivers

Witness

Signature

Name and Title

Witness

Signature

Name and Title

We _____ agree to
Contractors Name

provide the necessary labor and equipment to perform snow and ice removal operations from the specified properties in the Town of Three Rivers, in accordance with the Tender Form.

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Snow and Ice Removal (2025-25)	Price	HST	Total
Cavendish Farms Wellness Centre and Parking Lot, 21 Sullivan Lane entrance, and area around the EV Chargers,			
Total			

List of Equipment to be used in snow removal. (Make, model, year, equipment weight, equipment width, blade width, blower width horsepower, age)

Contractor Name:

Authorized Signature:

Date:

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