



*15 Mercedes Dr
P.O. Box 430
Cornwall, PE
C0A 1H0*

*Mayor: Minerva McCourt
CAO: Kevin Coady*

INDEPENDENT CONTRACTOR AGREEMENT [TOWN BUILDINGS SNOW REMOVAL]

THIS AGREEMENT dated the _____ day of _____, 2026.

BETWEEN

(the “Contractor”)

AND

TOWN OF CORNWALL
(the “Town”)

WITNESSETH, AS FOLLOWS:

1. GENERAL COVENANT

- 1.1** The Contractor covenants and agrees to provide all labour, supervision, equipment, materials and services required to perform snow removal at the Town properties described in this agreement and its schedules, together with sanding and salting services when requested by the Town.

2. GENERAL INSTRUCTIONS

2.1 Observance of Laws and Regulations

The Contractor shall comply with all applicable federal, provincial and municipal laws, regulations and requirements, including the *Highway Traffic Act*, the *Occupational Health and Safety Act*, and the *Workers Compensation Act*. The Contractor is responsible for all permits, licenses, inspections and approvals required to perform the work.

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

2.2 Standard of Performance and Default

The Contractor shall perform the work promptly, safely and in accordance with this agreement. If the Town determines that the work is incomplete or unsatisfactory, it may give the Contractor verbal or written notice and a reasonable opportunity to correct the deficiency. Verbal notice may be confirmed in writing.

If the Contractor does not correct the deficiency within the time required by the Town, or if immediate action is required to protect public safety or maintain access, the Town may arrange for the work to be completed by others. The reasonable cost may be deducted from amounts owing to the Contractor. Repeated or material default may result in termination under section 6.7.

2.3 Town Representative and Directions

The Chief Administrative Officer or designate is the Town representative for this contract. The Town representative may issue reasonable directions concerning priorities, timing, widening, drifting, on-call sanding and salting, snow storage and access. Directions that change the scope or price must be confirmed in writing.

2.4 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 Contractor's part, or on the part of any of the Contractor's agents, workers or persons employed by or under control of the Contractor or any 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 uninterrupted enjoyment of all their rights, in and during the performance of any said works; and 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 whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributed to any such damage, injury or infringement.

2.5 Insurance and Workers Compensation

Before execution of the Contract and throughout the contract term, the Contractor shall

maintain commercial general liability insurance of not less than \$3,000,000 per occurrence for bodily injury, death and property damage. The policy shall name the Town of Cornwall as an additional insured, include cross-liability coverage, be primary to any insurance maintained by the Town and include a waiver of subrogation in favour of the Town where available.

The Contractor shall also maintain automobile liability insurance of not less than \$2,000,000 for owned and non-owned vehicles used in performing the work.

Certificates of insurance shall be provided before work begins and upon request. The Contractor shall provide a current clearance letter from the Workers Compensation Board of Prince Edward Island that confirms that the Contractor's account with the WCB is in good standing. The insurance policies shall provide notice of cancellation or material change in accordance with the terms of the applicable policy.

2.6 Subcontracting and Assignment

The Contractor shall not subcontract, assign, or transfer any part of the work without the prior written consent of the Town. Approval does not relieve the Contractor of any obligation or liability under the contract.

2.7 Method of Payment

Payment will be made 50% in November, and the final 50% will be made at the end of February.

On-call sanding and salting shall be invoiced separately at the applicable per occurrence rate in Schedule A.

3. SNOW CLEARING

3.1 Scope of the Contract

The Contractor shall clear and maintain the areas shown in blue on Schedule B and described below. Routine sanding and salting are not included in the seasonal snow clearing price and shall be provided only as provided in section 3.4. The clearing limits shown on Schedule B are approximate and shall be read with the following site descriptions:

- a) 29 Cornwall Road - Cornwall Civic Centre & Curling Club.**

Parking lots on the north and east side of the building as shown on Drawing B-1.

This facility operates seven (7) days a week and shall be ready for use by 7:00 a.m.

- b) 15 Mercedes Drive - Town Hall & Library:**

Driveway and parking lot as shown on Drawing B-2.

This facility operates six (6) days a week (Monday to Saturday) and shall be ready for use by 8:00 a.m.

- c) 75 Tower Lane (Business Park) - Maintenance Building:

Entrance and Parking lot as shown on Drawing B-3, Cornwall Business Park.

This facility operates seven (7) days a week and shall be ready for use by 7:00 a.m.

- d) Terry Fox Place - Terry Fox Sports Complex:

Parking lot on Erin Court, driveway from Erin Court to the Upper parking lot, the pathway leading to the overhead door on west side of the clubhouse, and 50% of Parking lot off Terry Fox Place from the school towards the ballfields as shown on Drawing B-4.

This facility operates seven (7) days a week and the areas shall be ready for use by 8:00 a.m.

The Town may add, remove or revise a site or clearing area by written amendment. Any resulting price adjustment must be agreed to in writing before the changed work is performed.

3.2 Site Review and Clearing Limits

Bidders are responsible for examining the sites and satisfying themselves as to access, grades, obstructions, snow storage, equipment suitability and the extent of the work before submitting a quotation.

3.3 Snow Clearing Standards

The Contractor shall monitor weather and site conditions and begin operations early enough to meet the opening times in section 3.1. The work shall begin after a snowfall, when drifting or slush affects access, or when directed by the Town. No minimum accumulation relieves the Contractor from maintaining safe and usable access.

Once operations begin, they shall continue without unreasonable interruption until the required areas are complete. During prolonged snowfall, the Contractor shall make sufficient passes to keep entrances and primary travel routes passable and shall complete final clearing as soon as reasonably practicable after the snowfall ends.

Snow shall be cleared to the paved or hard surface as closely as conditions reasonably permit. Parking stalls, entrances, accessible routes, overhead doors, drainage paths, waste collection areas and sightlines shall not be blocked. Snow shall not be piled within the active parking or travel areas, or on adjacent property.

3.4 On-Call Sanding and Salting

Town staff will normally perform sanding and salting at the sites. The Contractor shall supply

and apply salt, sand or an appropriate mixture only when expressly requested by the Town representative. The Contractor is not required to monitor the sites for ice or apply materials unless requested by the Town.

For pricing and invoicing, one occurrence means one Town-directed visit to one site. A request to attend more than one site constitutes a separate occurrence for each site. Each per-occurrence rate shall include mobilization, travel, labour, equipment, salt, sand or mixture, application and every other cost of the service. No minimum number of occurrences is guaranteed.

The Contractor shall respond within a reasonable time having regard to the conditions and the priority identified by the Town. Materials shall be applied at an appropriate rate and shall not be placed where they may damage buildings, equipment, landscaping or drainage systems.

3.5 Severe Weather

The Contractor may temporarily suspend snow clearing operations in severe conditions when the Department of Transportation & Infrastructure have pulled their plows off the roads. The Contractor shall notify the Town as soon as practicable and shall resume operations promptly when conditions permit. The Contractor shall continue to use reasonable efforts to maintain emergency access, if required.

3.6 Snow Storage and Removal

Snow shall be stored only in locations so as to not obstruct access, visibility, drainage or the use of the property. Widening, relocation of accumulated snow within a site and reasonable hauling required to preserve access and parking capacity are included in the seasonal price. Extraordinary hauling outside the scope of the contract requires prior authorization from the Town.

3.7 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 April 30. The Contractor shall repair damage caused by snow removal operations by May 31st. The Contractor shall take photographs of the areas to be cleared prior to commencement of snow removal starting each year and provide them to the Town so damage can be assessed.

4. EQUIPMENT

4.1 Necessary Equipment

The Contractor shall provide sufficient suitable equipment and trained operators to satisfactorily meet the terms of this contract. The Contractor must also have enough standby

equipment to complete the snow clearing operations without delays due to breakdowns. All 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, which shall not be unreasonably withheld.

5. REQUEST FOR QUOTATION INFORMATION REQUIREMENTS

5.1 Request for Quotation Submissions

Sealed quotations shall be addressed to the Town of Cornwall and plainly marked:

Town Buildings Snow Removal, 2026-2027

Quotations will be received by the Town of Cornwall on the date and time specified below, at the Town Office located at 15 Mercedes Drive, Cornwall, PEI.

Closing Date: Thursday, October 15, 2026

Closing Time: 1:00 p.m. (Atlantic Time)

Quotations received after the closing time will not be accepted.

A quotation shall remain open for acceptance 60 days after closing. Each bidder shall provide the following information. A quotation that omits material information may be rejected.

- (1) **Quotation Form** – Complete, date and sign Schedule A. Bidders shall quote a seasonal lump-sum snow clearing price for each site and a separate sanding and salting price per occurrence for each site. Prices shall show HST separately. The seasonal prices shall include all costs of snow clearing, and the per occurrence rates for sanding and salting shall include all costs described in section 3.4.
- (2) **Equipment** – Provide details of the primary and standby equipment proposed for the work, including the make, model, year, equipment type, operating weight and relevant blade or blower width.

Questions concerning this RFQ shall be submitted in writing to Geoff Baker, Manager of Engineering and Capital Projects at gbaker@cornwallpe.ca. Any written clarification affecting the scope, pricing, or submission requirements will be posted on the Town's website and provided to all bidders known to have received the RFQ. Verbal responses are not binding.

6. PRICE STRUCTURE AND CONTRACT AWARD

6.1 Mandatory Compliance and Award

The Town will review each quotation for compliance with the mandatory requirements of the RFQ. A quotation that does not satisfy a mandatory requirement may be rejected without further evaluation. Mandatory submission requirements include:

- A completed and signed Schedule A Quotation Form with all required prices; and
- Details demonstrating the availability of sufficient suitable primary and standby equipment.

The Town may verify submitted information solely to determine compliance with the RFQ. Subject to section 6.2, the Town intends to award the contract to the compliant bidder with the lowest Evaluated Quotation Price calculated under section 6.6.

6.2 Reservation of Rights

The Town may accept the lowest compliant quotation, reject any or all quotations, waive a minor or technical irregularity that does not affect price, scope or fairness, or cancel the procurement. No bidder has a claim for quotation preparation costs, loss of anticipated profit or damages arising from the Town's exercise of these rights.

6.3 Cancellation of Request for Quotations

The Town may cancel this RFQ at any time before execution of the contract and may decide to perform some or all of the work with its own forces. The Town is not liable to a bidder because of cancellation or a decision not to award the contract.

6.4 Term of Contract

The contract term is November 1, 2026 to April 30, 2027.

6.5 Renewal

The contract may be renewed for an additional winter season by written agreement of both parties. A renewal shall identify the renewal term, price and any amendments. Neither party is obligated to renew.

6.6 Contract Rate

The Contractor shall quote a seasonal lump-sum snow clearing price for each site, a total seasonal price, and a separate sanding and salting price per occurrence for each site in Schedule A. HST shall be shown separately. Seasonal prices are firm and include every cost required to perform the snow clearing work. Per occurrence rates are firm and include every cost identified in section 3.4. For quotation evaluation only, the Evaluated Quotation Price, excluding HST, will equal the total seasonal price plus one sanding and salting

occurrence at each of the four sites. This evaluation quantity does not guarantee any sanding or salting work. Payment will be based on the seasonal contract price and the actual number of sanding and salting occurrences requested by the Town.

6.7 Termination

The Town may terminate the contract for material or repeated default if the Contractor does not correct the default within the time stated in a written notice. The Town may terminate immediately where the Contractor abandons the work, loses required insurance or Workers Compensation coverage, becomes insolvent, or creates an immediate threat to public safety. The Contractor shall not be entitled to anticipated profit on unperformed work.

7. GENERAL PROVISIONS

7.1 Independent Contractor

The Contractor is an independent contractor and is responsible for its employees, payroll deductions, remittances, equipment and business operations. Nothing in the contract creates an employment, agency, partnership or joint venture relationship.

7.2 Notices

A notice under the contract shall be in writing and delivered by hand, by email or registered mail to the contact identified by each party. Operational directions may be given verbally when prompt action is required and may be confirmed in writing.

7.3 Governing Law and Severability

The contract is governed by the laws of Prince Edward Island and the laws of Canada applicable in Prince Edward Island. If a provision is found invalid or unenforceable, the remaining provisions continue in effect.

7.4 Entire Agreement and Amendment

The contract documents constitute the entire agreement between the parties concerning the work. An amendment is effective only if it is in writing and signed by authorized representatives of both parties.

7.5 Contract Documents and Order of Precedence

The contract consists of the following documents:

1. Written amendments executed by the parties after award;
2. Addenda issued by the Town before closing;
3. This RFQ Form and Agreement;
4. Schedule A, Quotation Form;

5. Schedule B, Clearing Area Maps; and
6. The successful bidder's quotation.

If there is a conflict between the contract documents, they shall take precedence in the order listed above.

SIGNED, SEALED AND DELIVERED
on the _____ day of _____, 2026.

Witness

SIGNED, SEALED AND DELIVERED
on the ____ day of _____, 2026.

Witness

Signature

Signature

Signature

Signature

Name and Title

TOWN OF CORNWALL

2026-2027 Town Buildings Snow Removal Schedule "A" - Quotation Form

We _____ agree to
(Contractor's Name)

provide the necessary labour, supervision, equipment and materials to perform snow clearing, and when requested by the Town, sanding and salting at the Town properties listed below, in accordance with the RFQ Form and Agreement and Schedule B.

SNOW REMOVAL	SEASONAL PRICE	HST	TOTAL
29 Cornwall Road – Civic Centre			
15 Mercedes Drive – Town Hall			
75 Tower Lane – Maintenance Shop			
31 Terry Fox Place - TFSC			

ON-CALL SANDING AND SALTING	PRICE PER OCCURRENCE	HST	TOTAL
29 Cornwall Road – Civic Centre			
15 Mercedes Drive – Town Hall			
75 Tower Lane – Maintenance Shop			
31 Terry Fox Place - TFSC			

****One Occurrence means one Town directed visit to one site. Each rate shall include mobilization, travel, labour, equipment, salt, sand or mixture, application and all other costs.**

Evaluated Quotation Price, excluding HST

Total Seasonal Price plus one sanding and salting occurrence at each of the four sites:

\$ _____

****This price is for quotation comparison only. Actual payment will be based on the seasonal contract price and the actual number of sanding and salting occurrences requested.**

TOWN OF CORNWALL

**2026-2027 Town Buildings Snow Removal
Schedule "A" - Quotation Form**

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

By signing this Quotation Form, the bidder confirms that it has reviewed the RFQ requirements and has sufficient equipment, trained operators, backup capacity and availability to perform the work within the required times. The bidder confirms that the prices stated above include all costs required to perform the applicable work.

CONTRACTOR NAME:

AUTHORIZED SIGNATURE:

DATE:

CIVIC CENTRE & CURLING CLUB

29 CORNWALL ROAD

APPROXIMATE

B-1



TOWN HALL & LIBRARY

15 MERCEDES DRIVE

APPROXIMATE

B-2

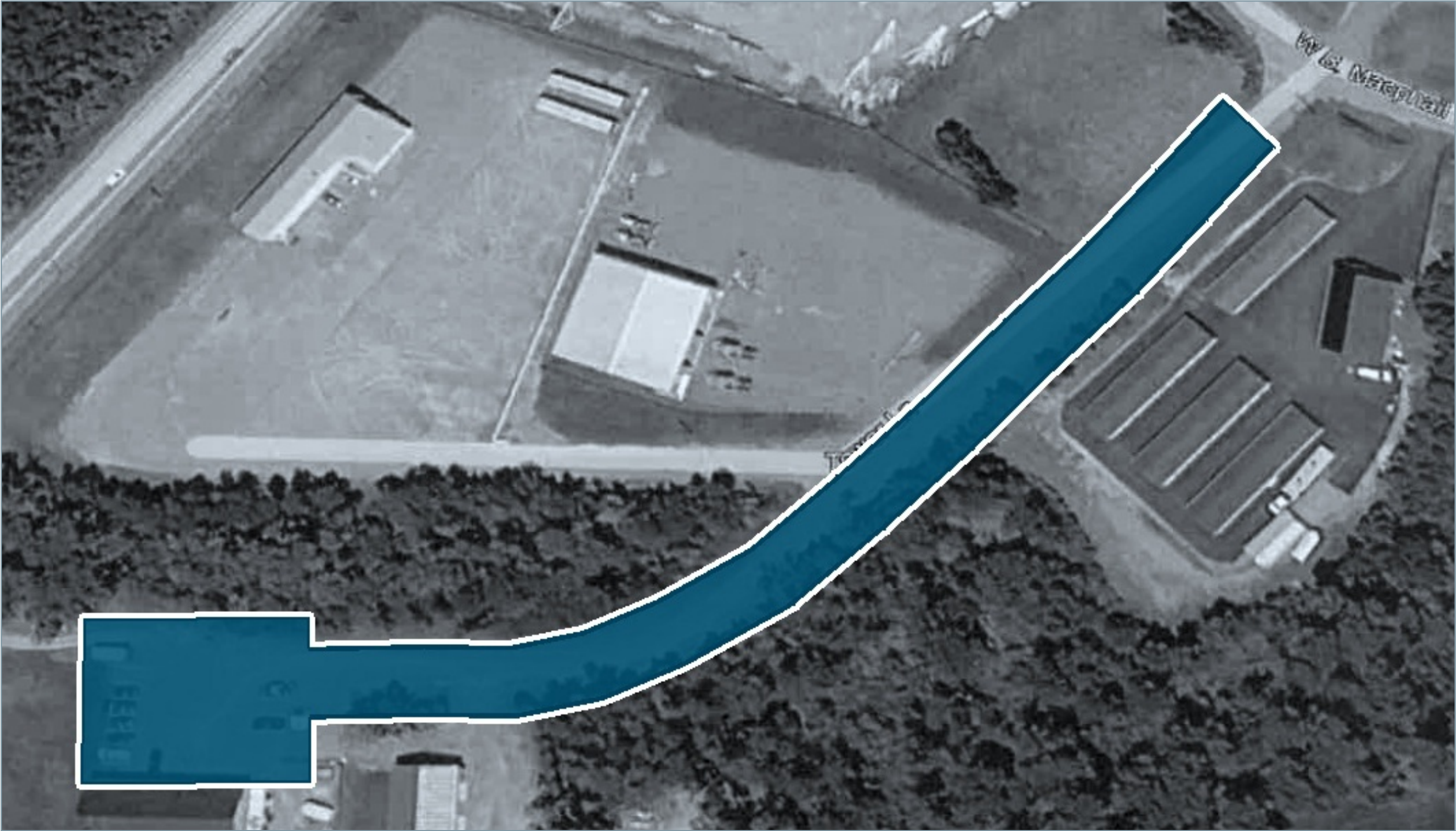


PUBLIC WORKS & MAINTENANCE BUILDING

75 TOWER LANE

APPROXIMATE

B-3



TERRY FOX SPORTS COMPLEX

31 TERRY FOX PLACE

APPROXIMATE

B-4

