
(CONTRACTOR NAME)
AND
THE DISTRICT OF CARLETON NORTH

This Agreement made in duplicate with effect from ____ day of _____ 2024.

_____ with head office and chief place of business in _____, NB, in the County of _____ and the Province of New Brunswick, hereinafter called the **Contractor**;

AND

The District of Carleton North, a duly incorporated Town under the Local Governance Act of the Province of New Brunswick, hereinafter called the **District**.

Witnesseth that for and in consideration of the covenants and the conditions herein contained and the payments to be made as hereinafter specified, the performance of each and every of the said covenants and conditions as well as the said payments being hereby expressly declared to be a condition precedent and of the essence of this Agreement, the parties hereto agree as follows:

Bath Winter Maintenance Services shall include but not be limited to:

1. The Contractor shall provide winter maintenance services to the roads/streets identified in **Schedule A** in accordance with the District of Carleton North's Winter Level of Service Policy as identified in **Table 1**, and for a duration as specified in Paragraph 27.
2. The Contractor agrees to carry out all snow plowing, snow removal, salting and sanding operations upon the following areas:
 - (A) All Sidewalks - **Paragraph 30 and 31**
 - (B) District Office - **Paragraph 33**
 - (C) Municipal Roads & Streets - **Schedule A**
 - (D) Well 1 & 3 Pump House and Lane - **Paragraph 34**
 - (E) 2 Booster Stations - **Paragraph 34**
 - (F) 5 Lift stations - **Paragraph 34**
 - (G) Storm drains cleaned out on plow route - **Paragraph 34**
 - (H) Fire Department, Training Center & Dry Hydrant – **Paragraph 35**
3. The Contractor is expected to be proactive in completing this work.

4. The equipment specified by the Contractor for use to complete this contract must be ready and available by November 1st of each contract year. If this equipment is not ready or available by November 1st, a \$1000 per calendar day penalty will be levied against the Contractor until all the equipment is ready.
5. The Contractor must comply with all environmental requirements in the carrying out of the work under this contract.
6. Salt is to be supplied by the Contractor, prior to November 1st of each year of the contract. Salt in sufficient quantity to provide winter maintenance services for the winter season shall be supplied and stockpiled by the Contractor at the Contractor's own expense. The Contractor shall at all times maintain a sufficient reserve of salt to comply with the contract requirements. The salt stockpile shall be maintained under cover in a watertight fashion on a waterproof surface such as asphalt or concrete, and kept dry. Good housekeeping practices shall be maintained and proper salt handling procedures followed so as to minimize the environmental impact of winter operations.
7. Sand is to be supplied by the Contractor, prior to November 1st of each year of the contract. Sand in sufficient quantity to provide winter maintenance services for this contract shall be supplied and stockpiled by the Contractor at the Contractor's own expense. Sand should be mixed with approximately 3% salt by weight to keep stockpiles from freezing and must meet the following gradation: 100% passing the 9.5mm screen and not more than 5% passing the 7.5mm screen.
8. During salting and sanding operations the salt/sand shall be uniformly distributed across the driving surfaces by mechanical means at a rate sufficient to provide adequate traction to the driving surfaces. In addition to the requirements identified in Table 1, there may be times that all driving surfaces will need to be salted/sanded to maintain traction and multiple applications may be required.
9. Prior to November 1st of each contract year, the Contractor shall provide the District a 24/7 contact number that will either provide an immediate response, or a call back within 15 minutes. The Contractor shall keep the District informed of work being performed on the contract, this includes contacting the District should anything arise that would delay the commencement or completion of the work.
10. Plowing must continue during a storm to keep roads open and prevent a build-up on the road surface. A minimum of two, three meter wide lanes shall be maintained throughout the storm. Within 24 hours after the storm, all roads shall be plowed full width, shoulder to shoulder, with surface conditions as noted in **Table 1**. Plowing must result in a smooth driving surface and any roughness caused by the plowing must be immediately removed/corrected. If a storm is forecasted for an accumulation in excess of 8cm, plowing shall commence prior to the 8cm accumulation so as to keep the roads open and the buildup to a minimum. Also, if a single storm of 2cm accumulation occurs, the roads shall be plowed to keep the snowpack to a minimum.
11. Streets shall be plowed only in the direction of travel and plowed snow shall be evenly distributed to both sides of any street. Plowing snow to only one side of any street is strictly prohibited unless specifically authorized by the District.

12. Plow blades are to be adjusted so as to leave a minimum amount of snow on the roadway. The supply of plow blades shall be the responsibility of the Contractor at the Contractor's expense.
13. The work shall also include periodic pushing of snowbanks beyond the roadway shoulder to allow for storage space for future storms, improved visibility and proper drainage in the event of a rainstorm.
14. Scarifying and the supply of scarifying blades shall be the responsibility of the Contractor at the Contractor's expense. When there is a buildup of snow and/or ice (maximum thickness 5cm), scarifying will be required. Although a snow packed driving surface is acceptable, a rutted or potholed snowpack is not and scarifying is required. Care should be taken during scarifying operations to prevent damage to the roadway surface. Any damage caused by scarifying will be repaired by the District at the Contractor's expense.
15. The Contractor, at the Contractor's expense is responsible for drainage of water during the period of the contract. Catch basins shall be kept clear of snow. Free flow of water through culverts under the road and under driveways must be maintained, by steaming if necessary.
16. Crawler tractors will not be allowed unless specifically authorized by the District.
17. The District may request the Contractor to provide the following within 10 days of the request:
 - (a) A description of each piece of machinery to be used in the work including license number, serial number, photocopy of registration, name and address of owner, proof of insurance (Confirmation of Coverage of Insurance), plow attachments and the proposed use of each particular piece of machinery in carrying out the terms of the contract.
 - (b) A certificate of proof of Worksafe New Brunswick coverage.
18. The Contractor will be responsible for any damage to private or public property incurred as a result of performing the duties of this contract. Prior to November 1st of each contract year, the Contractor and the District's Public Works Manager may complete a drive-through inspection and note areas of concern and existing damage to the road surface, shoulders and signs.
19. The Contractor agrees to maintain his equipment in a mechanically sound condition, and that said equipment be maintained by persons qualified/licensed to do so.
20. The Contractor agrees that his vehicles and/or equipment shall be equipped with lights, including flashing or revolving amber warning lights, in conformity with the Motor Vehicle Act, R.S.N.B, 1973, C.M. — 17 as amended. The Contractor also agrees that his vehicles and/or equipment shall be operated by persons who have reached the legal age to operate a motor vehicle, and are licensed to operate such vehicles and/or equipment.
21. The Contractor shall protect himself and save harmless the District, from any and all claims, demand, losses, costs, damages, actions, suits or proceedings by whosoever made, brought or prosecuted in any manner, based upon, arising out of,

related to, occasioned, or attributable to the activities of the Contractor in executing the work under the contract, or to an infringement or an alleged infringement by the Contractor of patent or invention. For the purposes above, "activities" includes an act improperly carried out, an omission to carry out an act, and/or a delay in carrying out an act.

22. The Contractor shall maintain at the Contractor's expense, Auto and Comprehensive General Liability Insurance in accordance with the attached Insurance Schedules (**Schedule B & C**). The Contractor shall submit by November 1st of each contract year, a completed Confirmation of Coverage Form.
23. The Contractor shall maintain Worksafe NB coverage. The Contractor shall demonstrate proper coverage by January 15th of the calendar year that the Contract is in force. Where the District is required for any reason to remit premiums to Worksafe NB on the Contractor's behalf, those payments shall be deducted from the monthly payment noted in **Schedule D**. The Contractor shall provide proof of Worksafe New Brunswick coverage and/or a Clearance Certificate within **10** business days of a request to do so.
24. Subcontracting may be approved, however the Contractor agrees that he shall not in any manner, transfer or assign the contract or subcontract any of the work required to be performed hereunder without the prior written consent of the District. Subcontractors shall be subject to insurance requirements as specified in Paragraph 22.
25. The Contractor shall be required to ensure that equipment/vehicles, salt/sand and maintenance of the aforementioned items, if located/stored on property within the District, shall be properly zoned for such use.
26. If in the opinion of the District, the terms of the contract are not satisfactorily met, the District reserves the right to cancel the contract immediately. Upon such decision, a written notice shall be issued to the Contractor advising of the termination of the contract and payment shall immediately stop. The Contractor shall not have the right to claim any compensation of any kind as a result of the contract being cancelled. Cancellation of the contract shall not relieve the Contractor of liability for activities performed under the contract prior to the cancellation date.
27. The Contractor shall provide winter maintenance as necessary on all streets, roads, sidewalks, and lanes as noted in Paragraph 2 and **Schedule A** for a period of three (3) winter seasons, from 2024-2025 to 2026-2027. At the sole discretion of the District Council, this contract may be extended by up to an additional two (2) winter seasons. A performance review shall be conducted at the end of the 2026-2027 and 2027-2028 seasons to determine if the District Council will renew for the additional years.
28. To account for increasing costs associated with providing the contracted services, this winter maintenance contract shall be subject to an annual price adjustment. The Contractor agrees to a fixed percentage increase of 3% per annum, non-compounding. The price adjustment will be applied to the 'Total for Year One' bid price submitted by the Contractor in Appendix "F" – Form of Tender, starting from the second winter season of the contract and continuing on the anniversary date of the contract for each year the contract remains in force.
29. The District agrees to pay the Contractor, for work performed to the satisfaction of the District in amounts and on dates as provided in the Payment Schedule — **Schedule D**. Invoices should be submitted to the District at the beginning of each month to ensure payment will be processed by the 30th of the same month.

30. Removal of snow on sidewalks shall follow a level of service to ensure 8cm or less accumulation during the storm. The Contractor shall pay particular attention to ensuring this level of service is carried out during a storm when school buses are in operation to ensure pedestrians have a safe walking area on all Bath sidewalks to and from schools. The sidewalk shall be cleared full width within 24 hours after the storm. Controlled salting and sanding shall be carried out so as to prevent slippery surfaces and safe walking areas where needed during the storm and within 24 hours after the storm.
31. Removal of snow on sidewalks shall be performed with equipment designed for that purpose. Sidewalk cleaning equipment shall consist of a compact tractor with front mounted snow blower and/or a trackless sidewalk snow blower. At no time shall scraping blades be used for sidewalk snow removal, without the written approval of the District. Any scraping blade so approved shall not be wider than the width of the sidewalk. Snow blowing shall be directed as much as possible ahead of the snow blowing equipment. Snow blowing shall not be directed toward adjoining residential or commercial properties.
32. If during this contract, new streets or sidewalks are constructed or eliminated, the increase or decrease in the contract price shall be proportionally adjusted against the tendered quantity and rate per lane kilometer (for roads/streets) or per meter (for sidewalks) at the beginning of each winter season.
33. The removal of snow at the former Village of Bath office shall follow a level of service to ensure 8cm or less accumulation during the storm. Controlled salting and sanding to prevent slippery surfaces and ensure safe walking areas in the parking lot, within a reasonable time after the storm. Plowing should be done so as to prevent accumulating snowbanks in the office parking area during the contract period.
34. The removal of snow at Well Pump House 1 & 3 and lane, 2 booster stations, 5 lift stations. and storm drains cleaned out on plow routes, as well as off street parking adjacent 398 Main Street, shall be done consistent with Class D level of service. There will not be any requirement to sand or salt these lanes except when icy conditions are present. From time to time, District staff may request immediate snow removal, in the event of a need to get to District assets.
35. The removal of snow from the area around the Fire Department and adjacent hydrant, Training Center, and dry hydrant adjacent the baseball diamond. All remaining snow in front of overhead vehicle doors and other remaining entryways and exits must be cleared immediately after each plowing at the Fire Department and Training Center. Sand or salt shall be applied as required when icy conditions are present. Snow removal shall follow a level of service to ensure 8cm or less accumulation during a storm. It is expected the Contractor will prioritize snow removal at these locations due to the emergency nature of the Fire Department's operation, and the Contractor should never hesitate to plow if snow accumulation may pose a hindrance to the operation of fire vehicles.

This contract entered into on the _____ day of _____ 2024 between the District of Carleton North and the Contractor.

DISTRICT OF CARLETON NORTH

CONTRACTOR

WITNESS

CONFIRMATION OF COVERAGE WINTER MAINTENANCE — SCHEDULE B

The Insurance coverages designated on the Insurance Certificate to which this Confirmation is attached are understood and agreed to include the following:

COMMERCIAL GENERAL LIABILITY

- "Occurrence" definition of "accident" (Schedule, Item a)
- The District of Carleton North included as Additional Insured
The addition of the District as Additional Insured shall not prevent recovery in any situation in which recovery would have been available had the District not been so named (Item b)
- Owners and Contractors Protective Liability (Item c)
- Cross Liability Clause respecting all Insured (Item d)
- Insurer's Waiver of Subrogation against the District of Carleton North (Item e)
- Blanket Contractual Liability (Item f)
- Products/Completed Operations Liability (Item g)
- Broad Form Property Damage (Item h)
- Non-owned Automobile Liability (Item i)
- Contingent Employers Liability (Item j)
- Personal Injury (Item k)
- Coverage extended to include machinery attached to automobiles (Item l)
- Thirty days prior written notice to the District of Carleton North of any change to, cancellation, or lapse of the Insurance coverage (Item m)
- Limit of Liability of not less than \$1,000,000 or as currently carried by the Contractor whichever is greater (Item n)
- Occurrence Policy Form (not claims made)

SCHEDULE B - Continued

AUTOMOBILE LIABILITY

- Covering all motor vehicles owned, hired or leased in the performance of the Project
- Limit of Liability of not less than \$2,000,000 or as currently carried by the Contractor whichever is greater.

OTHER COVERAGES

As may from time to time be required by the District

DATE

Signature of Authorized Representative
of Insurance Company

WINTER MAINTENANCE INSURANCE — SCHEDULE C

GENERAL ITEMS

1. The Contractor shall at his own expense, provide and maintain insurance policies which all include the endorsements and extensions as detailed below.
2. The Contractor shall provide to the District of Carleton North a Certificate of Insurance and an accompanying Confirmation of Coverage as required by the District each signed by an Authorized Representative of the Insurer.

All as Detailed on the District's Confirmation of Coverage Form

PART A- COMMERCIAL GENERAL LIABILITY

The Insurance Policy required under this Part A shall include:

- a) An "occurrence" definition of "accident"
- b) The District of Carleton North as an Additional Insured
- c) Owners and Contractors Protective Liability
- d) A Cross Liability clause
- e) A waiver of subrogation
- f) Blanket Contractual Liability
- g) Products/Completed Operations Liability
- h) Broad Form Property Damage
- i) Non-owned Automobile Liability
- j) Contingent Employers Liability
- k) Personal injury extension of Bodily injury
- l) Coverage for machinery attached to vehicles
- m) Provision for 30 days advance notice of coverage change to the District of Carleton North
- n) Liability Limits of not less than \$1,000,000 or as currently carried by the Contractor, whichever is greater and such policy shall not be on a "Claims Made" basis.

All as Detailed on the District's Confirmation of Coverage Form

SCHEDULE C — Continued

PART B — AUTOMOBILE LIABILITY

The Insurance Policy required under this Part B shall include:

- a) Coverage for the liability for all vehicles owned, hired or leased in the performance of the project.
- b) Limits of Liability of not less than \$2,000,000 or as currently carried by the Contractor whichever is greater.

PART C- SPECIAL ITEMS

- a) Where the term of the contract extends beyond the expiry date of the Contractor's current insurance coverage, the Contractor will provide the District with a new Certificate of Insurance and Confirmation of Coverage for the subsequent period within seven (7) days of that expiry date.
- b) The District reserves the right to require the Contractor to insure his property, plant and equipment, for such amounts as the District deems adequate, and to require the Contractor to file with the District evidence of such insurance in a format acceptable to the District.
- c) The District further reserves the right to require the Contractor to carry such other insurances as are deemed appropriate by the District having regard to the nature of the contract undertaken.
- d) The insurance requirements as set out in his Schedule and supporting forms shall not in any way limit the Contractor's liability arising out of the contract, or otherwise.
- e) All insurance required to be provided and maintained by the Contractor shall be negotiated for procured form, and the premium paid to a resident agent of an Insurance Company licensed to do business in the Province of New Brunswick.

This document is the document referred to as "Insurance Schedule" in the contract entered into on the _____ day of _____ 2024 between the District of Carleton North and the Contractor.

DISTRICT OF CARLETON NORTH

Insurance Agent

Signed

Contractor

SCHEDULE D
WINTER MAINTENANCE SERVICES
PAYMENT SCHEDULE

The District of Carleton North agrees to pay the Contractor the total cost for the year one amount as shown in Appendix “F” – Form of Tender, plus HST or other applicable taxes, in six (6) equal installment amounts as noted below for the first winter season of the contract as specified in Paragraph 29. For subsequent winter seasons, the total annual amount to be paid plus any taxes will be based on the adjustment as specified in Paragraph 28 of the contract and shall also be paid in equal installments as noted below:

1/6 on November 30th

1/6 on December 30th

1/6 on January 30th

1/6 on February 30th

1/6 on March 30th

1/6 on April 30th

SCHEDULE A

FORMER VILLAGE OF BATH

WINTER MAINTENANCE SERVICES

HIGHWAY/STREET	LENGTH	DESCRIPTION	LEVEL OF SERVICE
School Street	0.456 km	Secondary	Class B
Church Street	0.768 km	Secondary	Class B
Center Street	0.218 km	Secondary	Class C
Tweedie Street	0.150 km	Secondary	Class C
Water Street	0.357 km	Secondary	Class C
Martin Lane	0.216 km	Secondary	Class C
McIntosh Hill Road	0.296 km	Secondary	Class C
Riverview Drive	0.177 km	Secondary	Class C
Bohan Avenue	0.205 km	Secondary	Class C

TABLE 1

WINTER LEVELS OF SERVICE

Winter Level Of Service	Typical Highway Classification	Typical Surface Type	Typical Traffic Volumes	Typical Commencement of Plowing	Surface Conditions Following Storm	Salt or Abrasives To be used
A-1	4-lane Arterials	Asphalt concrete	Greater than 4000 Vehicles/day	After 2 cm accumulation	Driving lanes bare Within 24 hours after end of storm	Salt
A-2	High volume Collectors or Special condition local roads	Asphalt Concrete	Normally Greater than 2000 vehicles/day	After 2 cm Accumulation	Driving lanes bare within 24 hours after end of storm	Salt and Abrasive Sand as needed
B	Medium volume selected locals	Asphalt concrete chipseal	Between 500 and 2000 vehicles/day	After 2-8 cm of accumulation	Driving lanes bare within 24 hours after end of storm	Salt and abrasive sand as needed
C	Local volume local highways	Asphalt concrete chipseal	Less than 500 vehicles/day	After 2-8 cm of accumulation	Bare center strip within 24 hours after end of storm	Salt or abrasive sand
D	Low Volume Local Highways without permanent residents	Aggregate (gravel) or chipseal	Less than 100 vehicles/day	During regular working hours and or as directed by District staff	Snow packed condition Abrasives applied on hill, curves and intersections	Abrasive Sand

*Road surface temperatures (less than -15 C), limits the effectiveness of de-icing chemicals (i.e. salt). Abrasives (sand) may be used in these situations.

