

**MUNICIPALITY OF THE COUNTY OF KINGS
2022/2025 Winter Maintenance Services — Municipal Campus**



Contract Specifications

Contract No. 22-24

Issued: October 2022

SPECIFICATIONS

2022/2025 Winter Maintenance Services — Municipal Campus

Issued: October 2022

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INVITATION TO TENDER

Sealed Tenders marked "Contract No. 22-24 – 2022/2025 Winter Maintenance Services — Municipal Campus" and addressed to **Municipality of the County of Kings, 181 Coldbrook Village Park Drive, Coldbrook, NS, B4R 1B9**, will be received up to 2:00 p.m., local time, Wednesday, October 26, 2022.

The work includes, but is not limited to, the control of snow and ice (including supply and placement of salt and sand) on the parking areas, driveways and sidewalks around the Municipal Campus located at 181 and 67 Coldbrook Village Park Drive, Coldbrook NS, for a three (3) year period.

Tender Documents may be viewed and obtained by bona fide General Contractors at the offices of the Municipality of the County of Kings, 181 Coldbrook Village Park Drive, Coldbrook NS. Contract Security of \$5,000 will be required from the successful tenderer. The Owner reserves the right to waive any formalities or informalities, or to reject any or all tenders based on the Tenderer's lack of proven experience, performance on similar projects, or the suitability of proceeding with the execution of the work.

By submitting a Tender the bidder agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the Tender the bidder considers "personal information" or "confidential information" of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.

The Municipality of the County of Kings recognizes the importance of buying locally and using local suppliers as much as possible. This factor will always be taken into account when evaluating effectiveness and efficiency. For details on the Municipality of Kings Preference, refer to Section 16 of the Municipality's Procurement Policy, which is located on the Municipality's website:

<http://www.county.kings.ns.ca/business/tenders.asp>

INFORMATION TO TENDERERS

PROJECT NAME: 2022/2025 Winter Maintenance Services — Municipal Campus

OWNER: Municipality of the County of Kings
181 Coldbrook Village Park Drive
Coldbrook, NS B4R 1B9

1. Tender Submission .1 Submit completed TENDER FORM for above project in sealed envelope marked as follows:

TENDER

2022/2025 Winter Maintenance Services — Municipal Campus
Contract No. 22-24

Closing up to 2:00 p.m., local time on Wednesday, October 26, 2022.

If delivered by mail address to: Engineering and Public Works, Municipality of the County of Kings, Attn: Abdelkhalek Omar, P. Eng. Manager of Engineering Services, 181 Coldbrook Village Park Drive, Coldbrook, NS, B4R 1B9.

If delivered by hand, deliver to front counter of the reception area, Municipal Offices at 181 Coldbrook Village Park Drive, Coldbrook NS for deposit in the Tender Box until the tender opening.

2. Tender Opening .1 Tenders will be opened on Wednesday, October 26, 2022, in the Boardroom of the Municipality of the County of Kings, immediately following the Tender Closing. Opening will be public.

3. Accuracy of Referencing .1 Indexing and cross-referencing are for convenience only.

4. Tender Evaluation and Acceptance .1 Selection of the successful contractor shall be based on the following point system:

Category	Points
1. Location of Contractor	5
2. Available Resources	15
3. Price – Standby Fee	10
4. Price – Hourly Rates: Sidewalks	10
5. Price – Hourly Rates: Parking lot and Driveways	30
6. Price – Supply of Salt and Sand	30
Total	100

- .2 Municipal Staff will evaluate and score all tenders received as per the criteria set in 3.1 (i). The bidder who receives the highest total score will be recommended to Municipal Council for award.

5. Conditions of Tendering .1 Take full cognizance of content of all Contract Documents in preparation of Tender. Refer to Tender Form, Subsection 3.6 for a complete list of Contract Documents.

- .2 By submitting a Tender the bidder agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the Tender the bidder considers to be “personal information” or “confidential information” of a proprietary nature should be marked confidential and will be subject to appropriate consideration under the Municipal Government Act as noted above.
6. Tenderers to Investigate
- .1 Tenders will be deemed to have familiarized themselves with existing site and working conditions and all other conditions, which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- .2 With the permission of the Owner, bidders may visit and examine the facility to satisfy themselves of the conditions which may be encountered during execution of the work. Such a visit and investigation shall be done at the expense of the Tenderers. For authorization and information contact:
- Abdelkhalek Omar, P. Eng.
Manager of Engineering Services
Municipality of the County of Kings
Phone: (902) 690-6192
e-mail: aomar@countyofkings.ca
7. Clarification and Addenda
- .1 All questions concerning this Tender shall be directed to the following: **Abdelkhalek Omar, P. Eng.; Manager of Engineering Services (690-6192)**. Any attempt by the Proponent or any of its employees, agents, contractors, or representatives to contact members of Municipal Council or Municipal staff not identified in this clause may lead to disqualification.
- .2 Notify Engineer not less than 4 working days before Tender Closing of omissions, errors or ambiguities found in Contract Documents. If Engineer considers that correction, explanation or interpretation is necessary; a written addendum will be posted on the Municipality's procurement website — <http://www.countyofkings.ca/business/tenders.aspx> — no later than 48 hours before Tender Closing. **The Municipality will not maintain a plan takers' list; prospective bidders shall be responsible to review the website for any addenda that have been issued.**
- .3 All addenda will form part of the Contract Documents.
- .4 Any changes to this tender shall be stated in writing by Addenda. Verbal statements made by Municipal staff or their representatives shall not be binding.
- .5 Confirm in Tender Form that all addenda have been received.
8. Preparation of Tender
- .1 Complete Tender Form provided with Project Documents in ink. Tender all items and fill in all blanks. Have corrections initialled by person signing Tender.

9. Harmonized Sales Tax .1 Include all taxes except Harmonized Sales Tax (HST) in tender prices.
10. Tender Security .1 Tender Security is not required.
11. Contract Security .1 Refer to General Contract Conditions. Refer to tender documents for the amount of contract security and alternate type of contract security, if applicable.
12. Insurance .1 Refer to General Contract Conditions for insurance required.
13. Form of Agreement. .1 Form of Agreement is attached for information purposes only.
14. Amendment or Withdrawal of Tender .1 Tenders may only be amended or withdrawn by using the same method as tender submission prior to the time of Tender Closing. Fax amendments or withdrawals shall **not** be accepted.
- .2 Amendment of individual unit prices is the only acceptable price amendment. Amendments shall not disclose either original or revised total price.
- .3 Head amendment or withdrawal as follows:
"(Amendment)/(Withdrawal) of Tender for 2022/2025 Winter Maintenance Services — Municipal Campus, Contract No. 22-24." Sign and seal as required for Tender, and submit at address given for receipt of Tenders prior to time of Tender Closing. All submissions must be received prior to Tender Closing.
15. Informal or Unbalanced Tender .1 Tenders which, in the opinion of the Owner are considered to be informal or unbalanced may be rejected at the Owner's sole discretion.
16. Right to Accept or Reject Any Tender .1 The Municipality reserves the right to suspend or cancel this tender at any time for any reason without penalty.
- .2 The Municipality reserves the right to reject any and all bids or accept any bid or part thereof and may award all or a portion of the work to one or more contractors.
- .3 The Municipality reserves the right to waive any formalities or informalities, or to reject any or all tenders based on the Tenderer's lack of proven experience, performance on similar projects, or the suitability of proceeding with the execution of the work.
- .4 In the event that a number of suppliers submits bids in substantially the same amount, the Municipality may, at its discretion, call upon those Tenderers to submit further bids.
- .5 No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Municipality or otherwise, which are inconsistent with the provisions contained herein.

*****END OF SECTION*****

TENDER FORM

1. SALUTATION:

- .1 To: Municipality of the County of Kings
181 Coldbrook Village Park Drive
Coldbrook, NS B4R 1B9
- .2 For: 2022/2025 Winter Maintenance Services — Municipal Campus
Contract No. 22-24
- .3 From:

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 That the Tenderer is familiar with local conditions, including labour conditions.
- .4 That Contract Documents and Addenda No. ___ to ___ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this Tender.
- .6 That you are not bound to accept the lowest or any tender which you may receive.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That this Tender is valid for acceptance for 60 days from the time of Tender Closing.
- .3 That payment for items listed in Subsection 4 hereunder shall be in accordance with the Contract Documents.
- .4 To provide evidence of ability and experience within 7 days of request, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.
- .5 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within 14 days of written notice of award.

- .6 That the Contract Documents include:
- .1 Information to Tender
 - .2 Tender Form
 - .3 Form of Agreement
 - .4 Definitions
 - .5 General Contract Conditions
 - .6 Winter Maintenance Specifications — Municipal Campus
 - .7 Appendix A — Site Plan
 - .8 Addenda as issued and as confirmed in subsection 2.4 of this section.

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

- .1 Standby Fee for Months of December, January, February and March

ITEM No	ITEM DESCRIPTION	YEAR	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (excluding HST)
1.1	Standby Fee	2022/23	each	4	
		2023/24	each	4	
		2024/25	each	4	

- .2 Supply of Salt and Sand for Parking Lot & Driveways

ITEM No	ITEM DESCRIPTION	YEAR	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (excluding HST)
2.1	Salt	2022/23	kg	N/A	
		2023/24	kg	N/A	
		2024/25	kg	N/A	
2.2	Sand	2022/23	kg	N/A	
		2023/24	kg	N/A	
		2024/25	kg	N/A	

Note: The Municipality will provide salt (ice melt) for sidewalks, to be placed by contractor at hourly rates indicated in 4.3 & 4.4.

Tenderer's HST Registration Number: _____

.3 List of Contractor's Equipment

Parking Lot and Driveways				
Model Year	Qty	Equipment Information (i.e. Manufacturer, attachments function, capacity)	Hourly Rate (excluding HST)	Location
Sidewalks				
Model Year	Qty	Equipment Information (i.e. Manufacturer, attachments function, capacity)	Hourly Rate (excluding HST)	Location
N/A	1	Labourer with hand tools (Municipality will provide Honda HS928snow blower for contractor to use)		N/A

- Notes:**
- Only list equipment that is intended to be used under this contract.
 - The Municipality reserves the right to reject any bid which it deems the equipment is unsuitable to complete the work bid upon. The Municipality shall be the sole judge of the suitability of all equipment submitted for consideration.
 - Travel time for transporting equipment shall not be paid under this contract, and must be accounted for under the hourly rate. Equipment may be parked at the Municipal Campus; please indicate this under the column for "Location."

.4 List of Sub-Contractor's Equipment

Parking Lot and Driveways				
Model Year	Qty	Equipment Information (i.e. Manufacturer, attachments function, capacity)	Hourly Rate (excluding HST)	Location
Sidewalks				
Model Year	Qty	Equipment Information (i.e. Manufacturer, attachments function, capacity)	Hourly Rate (excluding HST)	Location
N/A	1	Labourer with hand tools (Municipality will provide Honda HS928snow blower for contractor to use)		N/A

- Notes:**
- Only list equipment that is intended to be used under this contract.
 - The Municipality reserves the right to reject any bid which it deems the equipment is unsuitable to complete the work bid upon. The Municipality shall be the sole judge of the suitability of all equipment submitted for consideration.
 - Travel time for transporting equipment shall not be paid under this contract, and must be accounted for under the hourly rate. Equipment may be parked at the Municipal Campus; please indicate this under the column for "Location."

5. SIGNATURE*:

DATED THIS _____ DAY OF _____, 20_____.

[Seal]

Name of Firm Tendering

Witness

Signature of Signing Officer

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

***NOTE:** Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

*****END OF SECTION*****

FORM OF AGREEMENT

This Agreement made on the _____ day of _____ in the year _____.

BY AND BETWEEN

MUNICIPALITY OF THE COUNTY OF KINGS

(hereinafter called the "Owner")

and

(hereinafter called the "Contractor")

The Owner and the Contractor agree as follows:

ARTICLE A1 – THE WORK

The Contractor shall:

- .1 Perform the Work required by the Contract Documents for winter maintenance services for the parking lot, driveways and sidewalks around the Municipal Campus, as defined in Appendix A, for which the Agreement has been signed by the parties.
- and
- .2 Do and fulfill everything indicated by this Agreement, and
- .3 Provide the Services during the term of the Agreement which term will, notwithstanding the date of execution and delivery of the Agreement, be conclusively deemed to commence on November 1, 2022 and will end on October 31, 2025 at 11:59 pm unless earlier terminated pursuant to Section 7 of the General Contract Conditions.
- .4 The Municipality will be under no obligation to renew, extend, or renegotiate the terms of this Agreement following its termination or expiration.
- .5 The Municipality may, at its option upon Council’s approval extend the term of this Agreement one time to end no later than October 31, 2026 at 11:59 pm. The Municipality shall provide the Contractor written notification of extending the term of the Agreement under this article at least 30 days prior to the end of the term.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

The Contract supersedes all prior negotiations, representations or agreements, either written or oral relating in any manner to the work, including the bidding documents that are not expressly listed in Article 3 of the Agreement.

ARTICLE A3 – CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents. This list is subject to subsequent amendments in accordance with the provision of the Contract Documents.

- .1 Information to Tender
- .2 Tender Form

MUNICIPALITY OF THE COUNTY OF KINGS

- .3 Form of Agreement
- .4 Definitions
- .5 General Contract Conditions
- .6 Winter Maintenance Specifications — Municipal Campus
- .7 Appendix A — Site Plan
- .8 Addenda ____ to ____.

ARTICLE A4 – CONTRACT PRICE

- .1 In consideration of the Contractor providing to the Municipality the Maintenance Services and performing all other obligations of the Contractor under this Agreement, except Additional Maintenance Services, the Municipality will, subject to the terms of this Agreement and without limiting the generality of Sections 7.2 and 10.7 of the General Contract Conditions pay the Contractor the Proposal Price in the manner set out in the Contract Documents.
- .2 The amounts described in subsection 1 constitute the maximum amounts payable to the Contractor for its performance of the Services, and the Contractor shall not be entitled to any additional compensation for its performance as described in this Agreement. Without limited the generality of the foregoing, the Contractor shall not be entitled to any compensation beyond the Proposal Price unless:
 - (a) The Proposal Price is adjusted in accordance with the Agreement; or
 - (b) The Contractor performs Additional Maintenance Services at the request of the Engineer in accordance with this Agreement.

ARTICLE A5 – LEGAL RELATIONSHIP

- .1 The Contractor is an independent contractor and not the servant, employee, partner or agent of the Municipality.
- .2 The Contractor will not, in any manner whatsoever, commit or purport to commit the Municipality to the payment of any money to any person.
- .3 The Municipal Engineer may, from time to time, give such instructions to the Contractor as the Engineer considers necessary in connection with provision of the Services, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of the Municipal Engineer with respect to the manner in which such instructions are carried out.
- .4 No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

ARTICLE A6 – SERVICE AREA

- .1 The Contractor shall provide the Maintenance Services covered by this Agreement to the Municipality for the parking areas, driveways and sidewalks around the Municipal Complex as indicated in the Contract Documents. The Municipality reserves the right to increase or decrease the areas to be serviced and types of maintenance throughout this contract.

ARTICLE A7 – RECEIPT OF AND ADDRESSES FOR NOTICES

- .1 Notices in writing between the parties or between them and the Engineer shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand, or by registered post; or if sent by regular post, to have been delivered within five (5) working days of the date of the mailing when addressed as follows:

.1 The Owner at: Municipality of the County of Kings
181 Coldbrook Village Park Drive
Coldbrook, NS B4R 1B9
Fax: (902) 679-3472

.2 The Contractor at: _____

ARTICLE A8 – REPRESENTATION AND WARRANTIES

- .1 The Contractor represents and warrants to the Municipality on the execution of this Agreement and at all times thereafter during the Term that:
- (a) It is a corporation duly organized and validly existing under the laws of Nova Scotia;
 - (b) It has sufficient staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable it to fully perform the Services;
 - (c) This Agreement has been legally and properly executed by the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms;
 - (d) All information, statements, documents, and reports, furnished or submitted by the Contractor to the Municipality in connection with this Agreement, and any other agreement referred to in subsection .1 (f) are true and correct;
 - (e) It has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
 - (f) The Contractor is not a party to or threatened with any litigation and has no knowledge of any claims against it that would materially affect its undertaking or financial condition;
 - (g) The Contractor is not in breach of any statute, regulation or by-law applicable to the Contractor or its operation;
 - (h) The Contractor holds all permits, licenses, consents and authorities issued by any federal, provincial, regional or municipal government or an agency of any of them, that are necessary in connection with the operations of the Contractor;
- .2 All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of the Contractor are material and will conclusively be deemed to have been relied upon by the Municipality.

ARTICLE A9 – SUCCESSION

The aforesaid Contract Documents are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE A10 – RIGHTS AND REMEDIES

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A11 – TIME

Time shall be construed as being of the essence in this Contract.

MUNICIPALITY OF THE COUNTY OF KINGS

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their duly authorized representatives.

SIGNED, SEALED AND DELIVERED
In the Presence of:

OWNER (SEAL)

Name of Owner

WITNESS

Signature

Signature

Name and Title of Person Signing

Name and Title of person Signing

Signature

Name and Title of person Signing

CONTRACTOR (SEAL)

Name of Contractor

Signature

Name and Title of person Signing

WITNESS

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership, or (b) the affixing of a corporate seal, this Agreement should be property sealed.

*****END OF SECTION*****

MUNICIPALITY OF THE COUNTY OF KINGS

DEFINITIONS

1. In this Agreement, unless the context otherwise requires:
 - (a) "Act" means the Municipal Government Act as amended or as replaced;
 - (b) "Additional Maintenance Services" means the provisions of all labour, materials, and equipment for the purpose of maintaining roads, sidewalks or facilities at the request of the Engineer beyond the level of services required for Maintenance Services;
 - (c) "Claim" means any demand, commencement of legal proceedings, settlement discussions or alternative dispute resolution mechanisms and any termination, suspension, abandonment, discontinuance, appeal or review thereof;
 - (d) "Contract Documents" means those documents listed in Article A2 of the Agreement and subsequent amendments agreed upon by the parties;
 - (e) "Contractor" means the person, form, or corporation identified as such in the Agreement. The term Contractor means the Contractor or an authorized representative as designated in writing;
 - (f) "Contractor's Expenses" means for the purpose of Section 3 of the General Contract Conditions amounts, based on the fees set out in the Contract Documents, payable to the Contractor under this Agreement for repairs or restorations made by or on behalf of the Contractor with respect to damage to Municipal Property caused by persons other than the Contractor or the Controlled Persons;
 - (g) "Controlled Persons" means the Contractor's subcontractors, servants, employees, agents, management, shareholders, directors, and suppliers;
 - (h) "Cost Schedule" means the schedule of fees for the provision of Services set out in the Contract Documents;
 - (i) "Engineer" means the Municipal Engineer or other persons authorized to represent the Municipality in the Administration of this Agreement;
 - (j) "Equipment" means the maintenance equipment used in providing the Services by the Contractor;
 - (k) "Event of Default" means any event described in section 7 of the General Contract Conditions;
 - (l) "Fiscal Year" means the fiscal year for the Municipality, which is April 1, to March 31.
 - (m) "Force Majeure" means act of God, wars (declared or undeclared), revolution, riot, insurrection, strikes or lockouts, provided that any such event is a major disabling event or circumstance in relation to the normal operations of the party concerned as a whole which is beyond the reasonable control of the party directly affected and results in a material delay, interruption or failure by such party in carrying out its duties, covenants or obligations under this Agreement, provided always that lack of money, financing or credit to resolve such contingencies will not be deemed an event by force majeure;
 - (n) "Government Property" means roads and all structures and other property appurtenant thereto owned by the Municipality, including without limiting the generality of the foregoing all signs, guardrails, pavement, roadbeds, shoulders, culverts, tunnels, bridges, fences and posts, which the Contractor is obligated to control snow and ice under this Agreement;
 - (o) "Maintenance Plan" means a plan that specifies the scheduling, location, and quantity for completion of Maintenance Services;
 - (p) "Maintenance Services" means the provision of all labour, materials and equipment for the purpose of providing the services described in the Contract Documents as may be amended from time to time in accordance with Section 2 of the General Contract Conditions;
 - (q) "Municipality" means the Municipality of the County of Kings as defined in the Municipal Government Act;

- (r) "Proposal Price" means the amount payable by the Municipality to the Contractor in respect of the Maintenance Services as may be adjusted from time to time in accordance with the terms of this Agreement;
- (s) "Province" means the Province of Nova Scotia;
- (t) "Quality Assurance Program" means the Quality Assurance Program approved by the Engineer as amended from time to time by the Engineer in the Engineer's sole discretion by notice to the Contractor;
- (u) "Services" means Maintenance Services;
- (v) "Subcontractors" means persons, firms, or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked;
- (w) "Term" means the term of this Agreement described in Article A1 of the Agreement.

*****END OF SECTION*****

GENERAL CONTRACT CONDITIONS

1. SERVICES

- 1.1 The Contractor shall provide the Maintenance Services, as defined in the Contract Documents to the Municipality in accordance with the terms and conditions of the Agreement.
- 1.2 The Engineer may direct the Contractor to provide Additional Maintenance Services to the Municipality.
- 1.3 The Contractor shall perform the Maintenance Services in accordance with this Agreement and the Winter Maintenance Standards, as directed by the Engineer and at agreed unit rates and prices.
- 1.4 Any materials, equipment or improvements installed or deposited on the roadways by the Contractor during the Term as part of the Services will immediately become the sole property of the Municipality and the Contractor will, at the request of the Engineer, assign or transfer to the Municipality any warranties available with respect to the same.

2. MODIFICATION TO MAINTENANCE SERVICES

- 2.1 In order to promote and enhance public safety and efficiency, the Contractor shall:
 - (a) in consultation with the Engineer, continually review and re-evaluate the Maintenance Services and in conducting that review will take into account changing technology in the maintenance industry, changing economic and environmental conditions and changing public requirements;
 - (b) advise the Engineer if the Contractor considers that any part of the Maintenance Services should be altered in a material way, and submit the proposed alteration to the Engineer for consideration; and
 - (c) reasonably co-operate with the Municipality in tests to accommodate new maintenance technology or materials.
- 2.2 The Engineer may change the Maintenance Services by delivery of written notice thereof to the Contractor specifying the change and the Contractor shall forthwith perform the Maintenance Services, as so changed.
- 2.3 If a notice is delivered under subsection 2.2, then the Engineer will determine the cost adjustment which is the total pro-rated amount from the Cost Schedule applicable from the effective date of the notice under subsection 2.2 to the end of the term.
- 2.4 If the Contractor should disagree with a determination of the Engineer under subsection 2.3, it may:
 - (a) within 30 days of delivery of the notice under subsection 2.2 advise the Municipality in writing of its disagreement, specifying the reasons therefore; and,
 - (b) if the parties have not resolved the disagreement disclosed under subsection 2.4(a) within 60 days of delivery of the notice under subsection 2.2, the unresolved issues under subsection 2.3 may be referred by either party to arbitration pursuant to Section 7.

3. INSURANCE AND INDEMNITY

- 3.1 The Contractor shall obtain and maintain in force during the Term:
 - (a) comprehensive general liability insurance providing coverage of not less than \$5 million inclusive per occurrence for bodily injury, death and property damage and including loss of use thereof, which may arise directly or indirectly out of the acts or omissions of the Contractor and the Controlled Persons or any of them under this Agreement, such insurance to include the Municipality as an additional named insured;
 - (b) automobile liability insurance in an amount not less than \$5 million and automobile physical damage insurance including collision and comprehensive coverage, covering all automobiles owned, rented or leased by the Contractor that are required by law to be licensed; and

- (c) equipment insurance covering all equipment owned, rented or leased (with policy limits and conditions that may be applicable to any rental or lease agreements) by the Contractor utilized in the performance of the Services by the Contractor, and the Controlled Persons or any of them against "all risks" of loss or damage; all in form and content and with an insurer or insurers acceptable to the Engineer.
- 3.2 Evidence satisfactory to the Engineer that the insurance required under subsection 3.1 has been obtained shall be submitted by the Contractor on execution of this Agreement by the parties, and the Contractor shall, upon the request of the Engineer submit evidence that the insurance remains in force and effect.
- 3.3 The Contractor shall ensure that the insurance described in subsection 3.1 may not be cancelled or materially changed in any way whatsoever without the insurer or insurers giving not less than 30 days prior written notice to the Municipality.
- 3.4 The Contractor shall indemnify and save harmless the Municipality and the Engineer from and against all claims, liabilities, demands, losses, damages, costs and expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by the Municipality, Engineer or either of them at any time or times (whether before or after the expiration or sooner termination of the Agreement) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor and the Controlled Persons or any of them pursuant to this Agreement including any claim against the Municipality for failure to supervise or inspect the work which is performed by the Contractor pursuant to this Agreement which indemnity will survive the expiration or sooner termination of the Agreement.
- 3.5 The Contractor shall be responsible for compliance with all conditions and regulations under the *Workers Compensation Act* and for all assessments and levies which may be made thereunder.
- 3.6 Subject to subsection 3.7, the Municipality will reimburse the Contractor for any Contractor's Expenses if the Engineer is satisfied that:
 - (a) the Contractor's Expenses have been solely and properly incurred for the purpose of repairing or restoring Municipal Property damaged by persons other than the Contractor or the Controlled Persons; and
 - (b) all such repairs or restorations of Municipal Property damaged by persons other than the Contractor or the Controlled Persons have been repaired or restored in accordance with the Agreement.
- 3.7 The Contractor shall co-operate with the Municipality and its counsel in any and all investigation, settlement, and judicial determination of any claims made against the Municipality or the Contractor and any claims relating to damage to Municipal Property relating directly or indirectly to the Agreement and shall cause the Controlled Persons to be similarly bound.

4. CONTRACTOR'S COVENANTS

- 4.1 The Contractor shall:
 - (a) observe, abide by and comply with all laws, by-laws, orders, directions, rules and regulations of any competent government authority or branch or agency thereof directly or indirectly applicable to the Contractor or this Agreement;
 - (b) ensure that the representations and warranties set forth in Article 2 are true and correct at all times during the Term and provide evidence to that effect to the Municipality on the written request of the Engineer;
 - (c) maintain its corporate existence and carry on and conduct its business in a proper business-like manner in accordance with good business practice and keep or cause to be kept proper books of account in accordance with generally accepted accounting principles applied on a consistent basis;
 - (d) punctually pay as they become due all accounts, expenses, wages, salaries, taxes, levies, rates, fees, contributions and assessments required to be paid by it on any of its undertaking;

- (e) co-operate with the Municipality and any other contractors providing services within the Municipality;
- (f) at all times promptly respond to complaints from the Municipality;
- (g) perform the Services in a good workmanlike manner to the satisfaction of the Municipality;
- (h) continually train its staff in the safe operation of road maintenance equipment and facilities to the satisfaction of the Engineer; provide personnel properly trained to the requirements of the Municipality and Province;
- (i) provide and maintain at all times sufficient staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to it to fully perform the Services; and
- (j) paint, identify and light the Equipment in accordance with the policy directives of the Department of Transportation and Infrastructure Renewal or its successor.

5. ASSIGNMENT AND SUBCONTRACTING

- 5.1 The Contractor shall not without the prior written consent of the Municipality, which consent may be arbitrarily withheld, assign, either directly or indirectly, the Agreement or any right of the Contractor under this Agreement.
- 5.2 The Contractor shall not subcontract any obligation of the Contractor under this Agreement to any person without the prior written consent of the Engineer.
- 5.3 The appointment of Subcontractors by the Contractor shall not relieve the Contractor of its responsibility hereunder or for the quality of work, materials and services provided by it.
- 5.4 The Contractor shall at all times be held fully responsible to the Municipality for the acts and omissions of its Subcontractors and persons employed by them and no subcontract entered into by the Contractor shall impose any obligation or liability upon the Municipality to any such Subcontractor or any of its employees.
- 5.5 The Contractor shall cause every Subcontractor to be bound by the terms of the Agreement so far as they apply to the work to be performed by each subcontractor.
- 5.6 Nothing in the Agreement shall create any contractual relationship between the Municipality and a Subcontractor of the Contractor.

6 QUALITY ASSURANCE PROGRAM

- 6.1 The Contractor acknowledges and agrees that the performance of the Contractor's obligations under this Agreement shall be subject to review by the Municipality in accordance with the terms of the Quality Assurance Program.
- 6.2 All quality assurance inspection reports will be prepared by the Engineer.
- 6.3 All work determined to be deficient shall be corrected or replaced by the Contractor at the Contractor's sole expense.

7 DEFAULT AND REMEDIES

- 7.1 Any of the following events shall constitute an Event of Default whether any such event be voluntary, involuntary or result from the operation of law or any judgement or order of any court or administrative or government body:
 - (a) the Contractor fails to observe, perform or comply with any provision of this Agreement, on the part of the Contractor to be observed, performed or complied with;
 - (b) any representative or warranty made by the Contractor in this Agreement is materially untrue or incorrect;

- (c) any information, statement, document, certificate or report furnished or submitted by or on behalf of the Contractor under or as a result of this Agreement, is materially untrue or incorrect;
 - (d) the Contractor fails to furnish and give to the Municipality notice that there has occurred or is continuing a default under the Agreement, and specifying particulars of the same;
 - (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the reasonable opinion of the Engineer, materially adversely affects the ability of the Contractor to fulfill any of its obligations under this Agreement;
 - (f) the Contractor becomes insolvent, commits an act of bankruptcy, makes and assignments for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (g) the Contractor permits any sum which is not disputed to remain unpaid after legal proceedings have been commenced to enforce payment thereof;
 - (h) the Contractor ceases, in the reasonable opinion of the Engineer, to carry on business as a going concern;
 - (i) the Contractor, without the prior written approval of the Municipality, assigns, sells, or in any manner disposes of or encumbers all or any of its interest in, or rights acquired under this Agreement.
- 7.2 On the happening of an Event of Default, or at any time thereafter, the Engineer may deliver written notice to the Contractor, specifying the Event of Default and the Municipality may, at its option, elect to do any one or more of the following:
- (a) pursue any remedy available to it at law or in equity;
 - (b) holdback from each payment due to the Contractor under Article A4 of the Agreement up to 5% of each such payment until the Event of Default is resolved to the satisfaction of the Engineer;
 - (c) take all actions in its own name or in the name of the Contractor that may reasonably be required to cure the Event of Default in which case all payments, costs and expenses incurred therefore will be payable by the Contractor to the Municipality on demand and set-off against any sums owing by the Municipality to the Contractor present or future including any holdback maintained pursuant to subsection .2(b);
 - (d) require that the Event of Default be remedied within a time period specified by the Engineer;
 - (e) forfeit, any holdback maintained pursuant to subsection .2(b);
 - (f) waive the Event of Default; and
 - (g) terminate this Agreement, subject to the expiration of any time period specified by a notice delivered pursuant to subsection 7.2(d).
- 7.3 The rights, powers and remedies conferred on the Municipality under this Agreement are not intended to be exclusive and each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the Municipality under this Agreement, any other agreement, at law or in equity and the exercise by the Municipality of any right, power or remedy will not preclude the simultaneous or later exercise by the Municipality or any other right, power or remedy.
- 7.4 No failure or delay on the part of either party to complain of any act or failure of the other party or to declare such other party in default, irrespective of how long such act or failure to act will continue, will constitute a waiver by such party of its rights hereunder.

8 ARBITRATION

- 8.1 All disputes arising out of or in connection with subsection 2.4(b) shall be submitted to arbitration in accordance with the provisions of the Commercial Arbitration Act.

- 8.2 In recognition of the obligation by the Contractor to perform the disputed work in connection with subsection 2.4, settlement of dispute proceeding may be commenced immediately following the dispute in accordance with subsection 8.1.
- 8.3 The place of arbitration will be Kentville, Nova Scotia.

9 CONTRACT SECURITY

- 9.1 The Contractor shall, prior to commencement of the *Work*, provide the Owner a Performance Bond or Irrevocable Letter of Credit in the amount of \$3,000. The Irrevocable Letter of Credit shall be issued by a certified financial institution for a period of no less than the term of the Contract specified in Article A1 of the Agreement.

10 MISCELLANEOUS

- 10.1 The Contractor shall not, during the Term, perform a service for or provide advice to any person, firm or corporation or other legal entity where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Engineer, give rise to a conflict of interest between the obligations of the Contractor to the Municipality under this Agreement and the obligations of the Contractor to such other person, firm or corporation or other legal entity.
- 10.2 A reference in this Agreement:
- (a) to a statute whether or not the statute has been defined, means a statute of the Province of Nova Scotia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefore or in replacement thereof; and
 - (b) to any other agreement between the parties means that the other agreement as it may be amended from time to time by the parties.
- 10.3 Each of the parties shall, upon reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 10.4 If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance shall not be affected or impaired thereby and shall be valid and enforceable to the extent permitted by law.
- 10.5 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement shall be effective unless it is in writing and no such waiver shall be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of any act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, shall not constitute a waiver by such party of any of its rights against the other party.
- 10.6 If any event of Force Majeure occurs or is likely to occur, the party directly affected shall notify the other party forthwith, and shall use its best efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its duties, covenants and obligations under this Agreement.
- 10.7 Time shall be of the essence of this Agreement.
- 10.8 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia.

*****END OF SECTION*****

**WINTER MAINTENANCE STANDARDS —
MUNICIPAL CAMPUS**

1. PREAMBLE

The Municipal Campus Winter Maintenance Standards (Standards) define the levels of service for winter maintenance of the parking lot, access roads, sidewalks and related infrastructure owned by the Municipality of the County of Kings at 181 and 67 Coldbrook Village Park Drive, Coldbrook, NS (the Municipal Campus). The Standards provide a description of the Maintenance Activities and a guide to the execution of the required work. Varying levels of service have been established in relation to the requirements for public safety, the importance as traffic routes, and the ability to finance maintenance operations.

2. MAINTENANCE OBJECTIVES

- To ensure the safe use of the Municipal Campus, parking areas, driveways and sidewalks by the motoring public and pedestrians, respectively.
- Provide guidelines to ensure long term integrity of the Municipality parking areas, driveways, sidewalks and related infrastructure through proper, cost effective maintenance practices.

3. DEFINITIONS

Unless otherwise defined in this section, all terms and names used in the Standards shall be their plain language meaning.

Manager – Manager of Engineering Services for the Municipality of the County of Kings

Fiscal Year – The fiscal year for the Municipality is April 1 to March 31.

Hazard – A condition at the Municipal Complex, which poses a significant and immediate danger to motorists or pedestrians.

Municipal Roads – Roads and related structures located within right of ways owned by the Municipality of the County of Kings. This includes, but not limited to, road wearing surface, shoulders, traffic control devices, and drainage structures.

Municipal Staff – Includes employees of the Municipality of the County of Kings and/or contractors hired by the Municipality of the County of Kings who are working under direction of the Manager.

Manager – Manager of Engineering Services for the Municipality of the County of Kings.

DTIR – Nova Scotia Department of Transportation and Infrastructure Renewal or its successor.

Working Hours – Week days 7:00am to 7:00pm and Weekends 9:00am to 7:00pm.

4. INSPECTIONS

The Municipal Campus shall be inspected by the Municipal Staff to identify locations and extent of maintenance work required. Conditions that do not meet the level of service will be noted and work program will be scheduled with the contractor.

a. Routine

Municipal Staff will perform snow inspections of the Municipal Campus area as required to ensure snow and ice controls are meeting these specifications.

b. Non-Routine

At the direction of the Manager, Municipal Staff may perform additional inspection and testing.

c. Reporting

Municipal Staff will note all deficiencies (e.g. high snow “banks”) noted during an inspection and recommended remedial actions on a form approved by the Manager. Municipal Staff shall immediately contact the appropriate resources to initiate remedial actions for deficiencies that are causing a Hazard and report those actions to the Manager. The Manager shall review the inspection reports and approve remedial actions for all deficiencies.

5. SNOW CONTROL

5.1 Plowing

Description: Plowing snow from the surface of the parking areas and driveways, and snow removal from sidewalks, either by plowing, snow blowing or by hand. Plowing/snow removal to commence after 2" (50mm) accumulation of snow. Plowing/snow removal will be at the initiation of the contractor.

Level of Service: Snow will be removed when necessary to maintain safe driving or walking conditions throughout the winter as follows:

1. When storm starts outside Work Hours, areas are to be cleared by 7:45am on week days and 9:00am on weekends and monitored until the storm stops.
2. When storm starts during Working Hours, plowing for driveways will be carried out as required.

Procedures: Plowing will be carried out in accordance with the "Snow and Ice Control Operator's Manual" prepared by DTIR.

5.2 Removal by Loader and Truck

Description: The removal of accumulated snow banks from intersections and other critical locations through the use of a loader and truck.

Level of Service: Snow will be removed from intersections and other critical locations where public safety is jeopardized due to reduced visibility, or drainage may be clogged, at the discretion of the Traffic Authority.

Procedures: When removal of large quantities of snow by other means is required, snow shall be loaded onto trucks and hauled to a designated disposal site. When small amounts of snow are involved, the snow shall be piled in a nearby safe place.

6. ICE CONTROL

6.1 Salting

Description: The application of salt to parking areas, driveways and sidewalks to control ice.

Level of Service: Salt will generally be applied at the beginning of a storm and after a storm as required.

Procedures: Salt on parking areas and driveways must be applied at a rate of 62.5kg/km/pass. Salt on sidewalks must be applied as required to maintain bare surface as possible. Do not apply salt when the daytime temperatures are below – 10 degrees C, or the nighttime temperature is below – 7 degrees C.

6.2 Sanding

Description: The application of sand to control ice when required by severe slippery conditions.

Level of Service: Sand will be applied when required after snow fall only.

Procedures: Sand on parking areas and driveways must be applied at a rate of 400kg/km/pass. Sand on sidewalks must be applied as required to eliminate slippery conditions. Sand must only be applied when the daytime temperature is below -10°C, or the nighttime temperature is below -

7°C. Sand should not be applied during heavy rain. The salt content of the sand should not exceed 5%.

6.3 Thawing Drainage Structures

Description: Thawing of snow and ice to clear drainage structures of water run-off due to rain or melting.

Level of Service: Drainage structures shall be cleared as required when mild weather or heavy rain is forecast to avoid flooding conditions.

Procedures: Before thawing, remove snow by machine or hand to the fullest practical extent. Thaw ice and packed snow to open drainage structures to catch basins or culverts using mobile steam generator.

7. MARKERS & PROPERTY DAMAGE

The contractor shall be responsible to install delineating snow stakes (driveway markers) as required. Each spring, the contractor shall be responsible to repair any damage to curbs, asphalt, gravels, topsoil or grass that occurs as a result of winter maintenance operations.

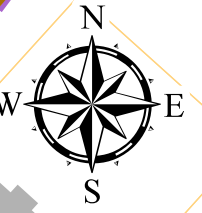
*****END OF SECTION*****

APPENDIX A — SITE PLAN

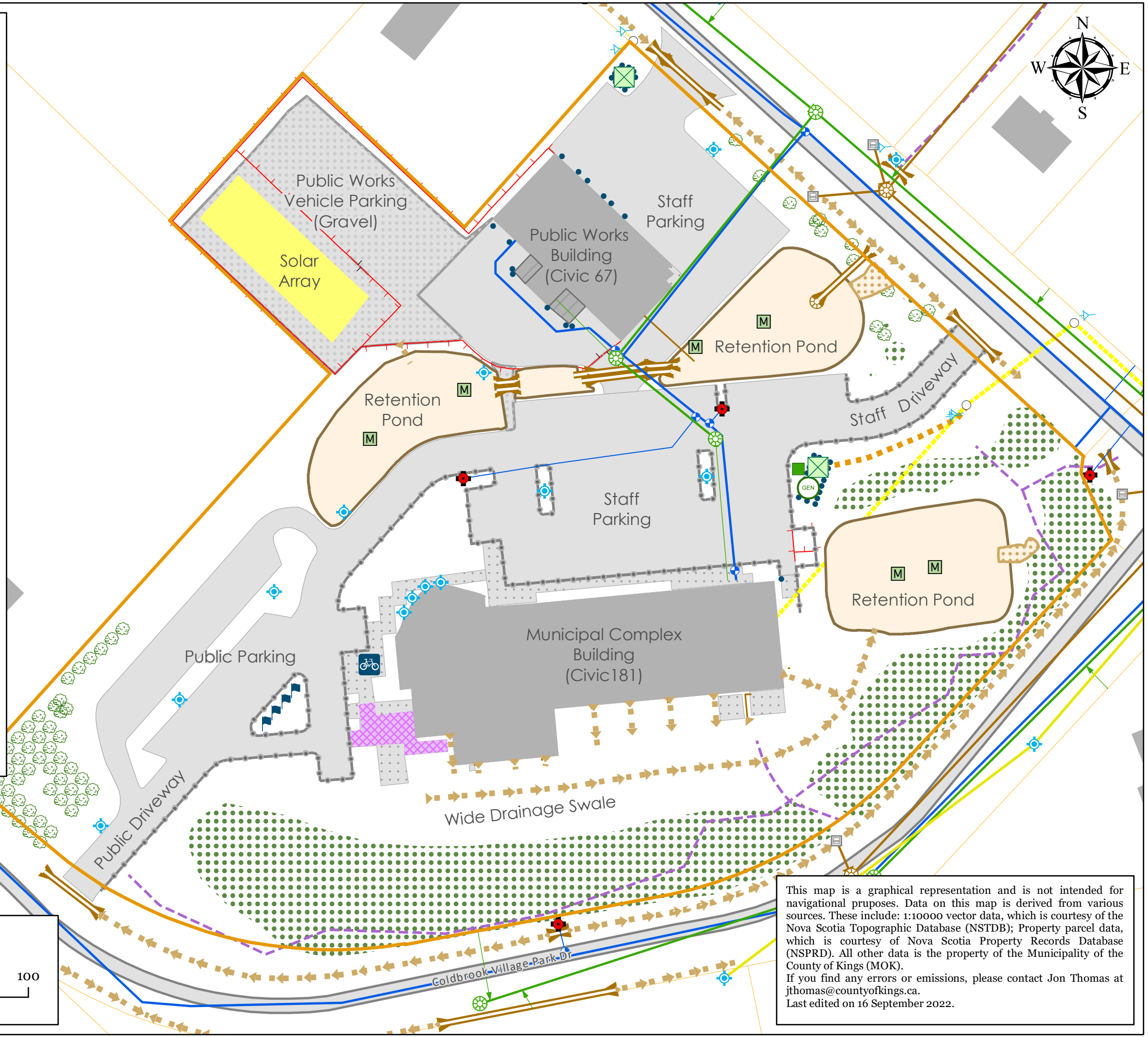
(PARKING AREAS, DRIVEWAYS AND SIDEWALKS INCLUDED IN THIS CONTRACT SHOWN IN LIGHT GREY AND LABELLED)

Campus Plan

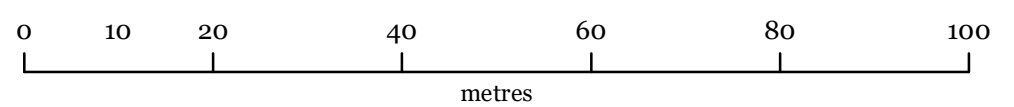
Municipality of the County of Kings Complex,
Coldbrook, NS



- | | |
|--------------------------------------|-----------------------------------|
| Electrical Handhole | Water Lateral |
| Transformer | Culvert |
| Generator | Ditch |
| Guy Anchor | Storm Gravity Main |
| Light | Storm Lateral |
| Pole | Curbing |
| Sewage Manhole | Fence |
| Inspection Port | Gate |
| Fire Hydrant | Trail |
| Gate Valve | Road |
| Catchbasin | Municipal Building |
| Storm Manhole | Shelter |
| Flag Pole | Retention Pond Spillway |
| Bike Rack | Retention Pond |
| Bollard | Solar Panel Array |
| Tree | Gravel Parking Area |
| Three Phase Primary Overhead Wire | Concrete Pad |
| Three Phase Primary underground Wire | Pergola |
| Active Internet Fibre Cable | Parking Area |
| Guy Wire | Municipal Complex Property Parcel |
| Sewer Gravity Main | Tree Covered Area on MOK Lot |
| Sewer Lateral | Other Property Parcel |
| Water Main | |



Scale 1 : 800



This map is a graphical representation and is not intended for navigational purposes. Data on this map is derived from various sources. These include: 1:10000 vector data, which is courtesy of the Nova Scotia Topographic Database (NSTDB); Property parcel data, which is courtesy of Nova Scotia Property Records Database (NSPRD). All other data is the property of the Municipality of the County of Kings (MOK). If you find any errors or emissions, please contact Jon Thomas at jthomas@countyofkings.ca. Last edited on 16 September 2022.