

APPENDIX C

SAMPLE – FORM OF AGREEMENT

SNOWPLOWING AND SANDING SERVICES AGREEMENT

THIS AGREEMENT MADE EFFECTIVE AS OF XXXX XX, 2026

BETWEEN:

THE ALGOMA DISTRICT SCHOOL BOARD
(Hereinafter referred to as the “Board”)

-and-

“insert Contractor name:
(Hereinafter referred to as the “the Contractor”)

WHEREAS the Board wishes to engage the services of the Contractor to provide certain Snowplowing and Sanding Services at various Board locations,

AND WHEREAS the Board and the Contractor have reached an Agreement with respect to the terms and conditions under which the Contractor will provide Snowplowing and Sanding services to the Board pursuant to the Boards’ Tender 0826-Snowplowing and Sanding Services,

Therefore, the Board and the Contractor agree as follows:

1. **DEFINITIONS**

In this Agreement:

- “Contractor Fees” means the fees to be paid by the Board to the Contractor as set forth in Schedule “A” hereto;
- “Services” means those activities identified in Schedule “B” hereto;
- “Term” means the period specified in Schedule “D” hereto.

2. **SCHEDULES**

The parties hereby confirm and ratify matters contained and referred to in the preamble to this Agreement, and agree that the same and various Schedules hereto are expressly incorporated into and form part of this Agreement.

The Schedules to this Agreement, and which are incorporated within this Agreement, are as follows:

[Schedule A – Contractor Fees](#)

[Schedule B – Services](#)

[Schedule C – Other Requirements](#)

[Schedule D - Term](#)

[Schedule E - Tender and Bidder Submission](#)

3. **OBLIGATIONS of The Contractor**

The Contractor shall:

- a. Perform the Services in accordance with and subject to the terms and conditions contained in this Agreement;
- b. Submit invoices to the Board for services included in the Contract, which shall include sufficient detail describing the Services provided. All invoices must be sent to the Algoma District School Board at ap@adsb.on.ca. Applicable taxes must be shown as separate line items on all invoices. Payment will be based on Net 30 days from receipt of invoice.
- c. Snowplowing and Sanding Checklists are to be included with monthly invoices.
- d. Promptly comply with and conform to the requirements of every applicable law, bylaw, regulation, ordinance and order at any time or from time to time enforced during the Term affecting the activities of the Contractor pursuant to this Agreement.
- e. The Board reserves the right to demand the removal of any of the Contractor's employees engaged in the Contract, if in the Board's opinion, their conduct has been of an unacceptable nature.

4. **OBLIGATIONS OF THE BOARD**

The Board shall:

- a. Provide advance notice of the requirements of the Board for Services to the Contractor;
- b. Provide such guidance and assistance to the Contractor when deemed necessary by the Board.
- c. Give such due consideration to information provided by the Contractor and make any decisions in a timely fashion as may be required.
- d. Pay to the Contractor the Contractor Fees in the amounts and at the times set forth in Schedule "A" hereto, plus any applicable Harmonized Sales Tax ("HST") thereon.

5. **PAYMENT OF HST**

All invoices payable to the Contractor by the Board for services hereunder shall calculate and list the HST payable separately. The Board shall, in addition to the services amount payable, pay to the Contractor all amounts of applicable HST thereon. Invoices must include the Contractor's HST number.

6. **RIGHT OF THE CONTRACTOR TO ACCEPT CONCURRENT ENGAGEMENTS**

Notwithstanding any provision contained herein to the contrary, the Contractor may accept concurrent engagements from other parties during the Term, provided that such activities do not interfere with the performance by the Contractor of the Services outlined in Schedule "B".

7. **TAXES AND DEDUCTIONS**

The Contractor shall be responsible for the payment of all income tax, Canada Pension contributions, employment insurance premiums and all other required payments, contributions

or deductions, including but not limited to any assessments levied pursuant to the Workplace Safety and Insurance Act that arise or may hereafter arise with respect to the services performed by the Contractor under this Agreement, and shall indemnify and save harmless the Board for any such claim and for any legal costs incurred as a result of such claim however caused.

8. RELATIONSHIP BETWEEN PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the parties hereto, nor as employee or employer either between the parties hereto or between any of the parties providing services on behalf of the Contractor to the Board, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between two parties at arm's length.

9. NO AUTHORITY

The Contractor has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the Board, nor to bind the Board in any manner whatsoever.

10. CONFIDENTIAL INFORMATION

All information and data, files, written reports, documents, materials and studies received and compiled by the Contractor while performing its obligations pursuant to this Agreement are deemed the property of the Board, shall be treated as confidential for the benefit of the Board and shall not be published, reproduced, disclosed or made known in any manner to any other person without the prior written consent of the Board. This section shall survive the termination of this Agreement.

11. INDEMNITY

The Contractor shall at all times indemnify and save harmless the Board, its employees, officers, trustees, agents, and its successors and assigns from and against any and all liabilities, damages, losses, allegations, claims, costs, damages, expenses, suits, settlements, awards or proceedings (including without limitation legal expenses) penalties or fines arising out of:

- a. the costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter including legal fees, costs and disbursements on a substantial indemnity basis and at all court levels;
- b. any cost, liability or damage arising out of a settlement of any action entered into by the Contractor on behalf of the Board which at any time or from time to time may be paid, incurred or asserted against the Board; and
- c. any losses, damages, claims, taxes, deductions or any claims whatsoever made by the Contractor or the Contractor's representative, or employee of the Contractor or any government or regulatory body premised on the Contractor or the Contractor's representative or employee being an employee of the Board, or having employee rights,

as a direct or indirect result of the performance of the obligations of the Contractor pursuant to this Agreement. This Section shall survive the termination of this Agreement.

- d. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the provision of all or part of the Goods, Services and/or Work pursuant to this Agreement, except to the extent that such injury, loss or damage has been caused by the negligence of the Board; and
- e. any encumbrances upon or in respect of any materials, parts, work-in-progress or finished Software furnished to, or in respect of which payment has been made by the Board including without limitation construction liens.

12. INDEMNIFICATION FOR INTELLECTUAL PROPERTY

The Successful Bidder shall defend, indemnify and hold the Board harmless from all third-party intellectual property claims relating to inventions, copyrights, trade secrets, trademarks or patents arising from any labour and materials furnished for the Work.

13. INSURANCE

Contractor will obtain a comprehensive policy of general liability and property damage insurance coverage with an insurer licensed to carry on business in the Province of Ontario, with limits not less than five million dollars (\$5,000,000.00) per occurrence, exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of, or damage to the Board's property or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor, its officers, employees or agents. Such coverage to include (but is not limited to):

- i. Third party liability coverage for non-owned automobile in the minimum amount of two million dollars (\$2,000,000) per occurrence;
- ii. Licensee's legal liability and contractual liability.

The Board shall be added as an additional insured on such policy. Cancellation of coverages shall be so notified to the Board by mailing at least 60 days' written notice to the Insured at the address stated herein, except for Non-Payment of premium, which is 15 days by Registered Mail or 5 days' hand delivered.

Contractor shall also carry third party liability insurance for owned/leased vehicles in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence, in the event the Contractor has owned/leased vehicles driven on the Board's property.

Contractor shall also carry, if desired:

- iii. Business Interruption Insurance;
- iv. All Risk Property Policy for property of every description and kind owned by the Contractor, or for which the Contractor is legally liable, including, without limitation, stock-in-trade, furniture, equipment, and trade fixtures, in an amount not less than the full replacement cost thereof from time to time; and,
- v. a Crime Policy;

- vi. any other types of insurance to protect its interest.

Should the Contractor determine it does not desire to carry the insurance coverages in subparagraphs iv, v, vi and vii above, the Contractor acknowledges that the Board does not carry such insurance coverages for the Contractor and the Board will not be responsible for loss or damage suffered by the Contractor and/or those whom the Contractor may be responsible for at law, which might typically be covered under such policies of insurance.

Upon execution of this License Agreement, Licensee will provide a Certificate of Insurance indicating the above coverages and will provide a renewal Certificate of Insurance upon renewal of its policy(ies) until such time as this Contract has terminated.

Contractor shall be liable for any loss or damage to any of Board owned equipment, which loss, damage or injury is or may be caused by or arise out of, either wholly or in part, the negligence of the Contractor and/or its officers, employees or agents.

The Contractor agrees to indemnify, hold harmless and defend, the Board from and against any and all liability for loss, damage, and expense, which the Board may suffer or for which the Board may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the part of the Contractor or any of its representatives or employees by way of the ownership or operation of a motor vehicle. It is the responsibility of the Contractor to advise the Board of any property, or other, damages within twenty-four (24) hours.

14. WSIB CERTIFICATE of CLEARANCE

The Contractor will be required to submit a current, valid Certificate of Clearance indicating that the Contractor's firm is in good standing with the Workplace Safety and Insurance Board. The certificate must be submitted prior to commencement of work. Valid WSIB certificates obtained (either quarterly or annually) throughout the life of this agreement must also be submitted to the Board Office.

15. CRIMINAL RECORD CHECK

The Contractor covenants and agrees to obtain a Criminal Background Check including a Vulnerable Sector Police Record Check every year covering offences under the Criminal Code, the Controlled Drugs and Substances Act and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Police Record Check"), together with an Offense Declaration in a Board approved form, for every individual or employee of the Contractor who may come into direct contact with students on a regular basis at a school site of the Board, on or before September 1 each year thereafter with respect to Offense Declarations. It is a breach of Contract for the Contractor to allow anyone to be on site who has not provided a criminal background check as required, and the Agreement can be terminated for just cause.

16. SURVIVAL

The provisions of this Agreement, which by their context are meant to survive the expiry of the earlier termination of this Agreement, shall so survive for the benefit of the party relying upon the same.

17. TERMINATION

- a. The Contractor shall have the right to terminate this Agreement on thirty (30) days' prior written notice should the Board fail substantially to perform in accordance with the terms of this Agreement through no fault of the Contractor. The Contractor will accept payment for Services performed to the date of such termination, on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement.
- b. The Board is required to manage contracts in a responsible and effective manner. In order to ensure the Board is holding Contractors accountable for their contractual obligations, the Board will monitor Contractor performance. Acts or incidents considered serious by the Board may result in immediate termination of the Agreement and suspension of bidding privileges for an indeterminate amount of time.

In the event of poor, unacceptable or unsatisfactory performance the following steps will be taken:

- The Board may at its sole discretion issue an oral warning to the Contractor identifying the unsatisfactory performance and requiring the Contractor to correct the same.
- The Contractor will be given the opportunity to respond to the concern and remedy the deficiency in an agreed upon time period, when required.
- Failure to resolve performance issues may result in cancellation/termination of the contract and or the suspension of bidding privileges for an indeterminate amount of time.
- If the Contractor has been issued one prior notice, the issuance of a second notice, whether related to the same default in performance or not, may result in immediate termination of the contract and suspension of bidding privileges to the Board for an indeterminate amount of time.
- Until the Board is satisfied that the unsatisfactory performance has been corrected, the Board may hold back any payment or amount sufficient to rectify the unsatisfactory performance until its requirements are met.

18. NOTICE

Any notice pursuant to this Agreement shall be delivered personally by prepaid registered post, facsimile or other similar form of electronic communication and addressed as follows:

- a. **To the Board:**
Algoma District School Board
232A Northern Avenue East
Sault Ste, Marie, Ontario P6B 4H6
Attention: Manager of Plant
Email: severij@adsb.on.ca
- b. **To the Contractor:**
XXX

These addresses shall remain effective unless one Party notifies the other in writing of a

change.

19. CAPTIONS

The captions herein contained are for convenience only and shall not limit the terms and conditions of this Agreement.

20. ASSIGNMENT

The Board may assign this Agreement to any person, firm or corporation without the prior written consent of the Contractor. The Contractor shall not assign its rights under this Agreement without the Board's prior written consent, which consent may be arbitrarily withheld.

If, in the course of carrying out its duties, the Contractor determines that it must retain the services of a subcontractor, the Contractor shall provide the name of such subcontractor to the Board for the Board's prior approval.

21. ENTIRE AGREEMENT

This Agreement and the Tender 0826-Snowplowing and Sanding Services, together with the Contractor's response thereto, represent the entire Agreement between Parties with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject hereof.

22. AMENDMENTS MUST BE IN WRITING

This Agreement can be modified, amended or assigned only by a written instrument duly executed by the Parties.

23. SEVERANCE

All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.

24. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the Province of Ontario and the Federal laws of Canada applicable thereto.

25. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

26. COUNTERPARTS

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.

27. INDEPENDENT LEGAL ADVICE

The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice and that by executing this Agreement each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to execution of this Agreement and has either

- a. obtained such legal or other professional advice, or
- b. Waived the right to obtain such independent legal or other professional advice.

28. WARRANTIES

In entering into the Contract, the Contractor warrants that, by entering into the Contract and fulfilling its obligations there under, it will not knowingly be in breach of any existing contract or any statute, law, rule or regulation of any federal, provincial or local government or administrative agency.

29. DISPUTE RESOLUTION

The Board is committed to promoting fair and open competition among vendors for any purchased goods and/or services. In the event of any dispute or claim arising between the Board and the Contractor as to their respective rights and obligations under the Agreement, either party may give the other written notice of such dispute or claim. The notification of dispute or claim shall be made to the Area Coordinator within ten (10) days of the dispute or cause of action arising.

The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made for arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

30. AGREEMENT DATE AND EFFECTIVE START DATE

The parties agree that while this Agreement is effective upon signing, the effective start date will be determined at a later date. The Board will provide sufficient advance written notification of the effective start date of the Agreement. Performance of services and payment obligations of the Agreement shall not commence until the effective start date. The term of this Agreement shall commence on the effective start date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

SIGNED, SEALED AND DELIVERED	)	
IN THE PRESENCE OF	)	Per: _____
	)	Algoma District School Board
	)	Name: _____
	)	Title: _____
	)	I have the authority to bind the Board
	)	Date: _____
		Per: _____
	)	XXXX
	)	Name: XXXX
	)	Title: XXXX
	)	Authorized Signing Officer
	)	I have the authority to bind the Company
	)	Date: _____

Schedule A - Contractor Fees

1. The Price Bid Form as submitted in the Tender for this work forms part of this Contract.
2. Prices are firm for Year 1, Year 2 and Year 3 of the Contract.
3. For the services aforesaid the Board shall pay to the Contractor during the term of this Agreement, the Snowplowing/Sanding prices per event.

Note: Final draft of the awarded Contract will include the price table(s) for locations awarded to the successful Bidder.

In the event that the awarded Contractor is unable to perform services in Parts B or C, the Board reserves the right to contract those services to a firm other than the one awarded the snow plowing contract.

The Contractor will bill the Board on a monthly basis at the end of each month for work completed during the specific month.

4. Snowplowing and Sanding Locations

Note: Final draft of the awarded Contract will include the location(s) awarded to the successful Bidder.

5. All invoices must be sent to the Algoma District School Board at ap@adsb.on.ca. Applicable taxes must be shown as separate line items on all invoices. Payment will be based on Net 30 days from receipt of invoice.

Schedule B - Services

During the term of this Agreement the Contractor shall provide all necessary labour, equipment and supplies in order to complete snowplowing and sanding services as detailed herein in strict compliance with all federal, provincial and local jurisdictional requirements and legislated standards.

All equipment shall be maintained by the Contractor and be in good mechanical condition throughout the contract term. The Board reserves the right to cancel the contract if frequent mechanical breakdowns occur.

Snowplowing and sanding of plowed area will be done each time snow fall exceeds 3". Snow clearing to be provided as soon as snowfall reaches a depth of 3" of new snow. Snowfall less than 3" will not be plowed unless specifically requested by the Board Contact.

The Contractor shall plow and sand only the areas specified by the Board, as per the site plans. Any additional work must have the approval of the Board Contact. **PLAYGROUND AREAS AND RINKS WILL NOT BE PLOWED.**

The Contractor must co-ordinate school snowplowing and sanding operations with the city snow removal to ensure that all entrances and loading zones are clear by 6:30 A.M.

The Contractor will be given an on-site description of where snow may be stored on the school sites. Under no circumstances will the piling of snow against fences or catch basins be permitted.

Any snow deposited in inappropriate areas will be removed at the contractor's expense. At no time should the snow be piled near fire hydrants or designated access points.

Snow to be cleared within one foot of parking lot curbs and left in piles of no more than five (5) feet in depth. Contractors are to maintain the five-foot average height of the snowbanks by horizontally spreading the snow piles as they accumulate.

Snow is not cleared closer than three (3) feet from the buildings as indicated on the snowplowing maps.

Snowfall accumulated during school hours shall be cleared from the school by 6:30 A.M. the next day unless notified by the Board Contact.

School locations are often used by the Community for various events in the evenings and on weekends. Plant department will notify Contractors of the Community Use schedule weekly so that service can be provided if necessary.

Snowfall exceeding three (3) inches during the weekend (Friday night, Saturday or Sunday) shall be cleared by 6:30 A.M. the following Monday unless the accumulated snowfall is greater than six (6) inches, i.e. If snowfall exceeds six (6) inches on Saturday A.M., then the complete yard is to be cleaned. This will ensure adequate access for fire protection and maintenance.

Snow must not be piled up or plowed against buildings or portables, or against operating swing gates, not allowing the swing gates to fully open. The Bidder will be expected to provide

supervision to ensure that the clearing is performed in the most efficient manner.

In addition to the regular contract, there may be occasions when the Board requires snow to be removed from the school/site using a loader and dump truck. This work is not included in the scope of work in this Tender 0826-Snowplowing and Sanding Services Contract Agreement. When required, this work will be assessed by the Board Contact, who will obtain quotes as needed, and award separately to a Bidder with the lowest price.

The Contractor will remove any obstacle impeding plowing prior to the first snow fall and replace it in the spring. Examples may include speed bumps, bike racks, or anything in the way of plowing.

This Agreement does not involve hand shoveling of sidewalks or entrances. The areas to be serviced are limited to parking lots and paved or gravel play areas. In some locations it may be possible to clear walkways using Four Wheeled Drive vehicles equipped with push plows or skid steer units.

Only rubber-tired vehicles may be used. Machines that are too large for the area being cleaned will not be accepted, nor will machines that cannot scrape down sufficiently to leave the asphalt clear. Machines must be capable of drawing snow away from buildings and portables without damage.

Minimum equipment unless otherwise approved for snowplowing:

- Two (2) Loaders (2 yd Bucket)
- Two (2) Loaders (4 yd Bucket)
- 4 x 4 Truck with plow

The snowplow blades are to be set at a height that will not disturb any gravel, asphalt or sod base until the ground freezes.

Do not operate any equipment when children are present, generally between 8:00am and 4:00pm. All equipment shall be maintained by the Contractor and be in good mechanical condition throughout the contract term. The Board reserves the right to cancel the contract if frequent mechanical breakdowns occur.

Schedule C – Other Requirements

1. Comply with the provisions of the Workplace Safety and Insurance Board.
2. The Contractor is required to ensure that their employees, working at Board locations are properly trained in accordance with applicable safety legislation and standards, and without limiting the generality of the foregoing hold all licenses, permits, approvals or certificates required to carry out these services under this Agreement.
3. The Contractor will be responsible for ensuring that the quality of the work performed by their employees is completed to the satisfaction of the Board.
4. The Contractor shall be responsible for all or any damages to the Board's or neighbouring properties and/or contents, caused by their forces for whatever cause and shall indemnify and save harmless for injury to all people when working within and around sites. Any damages to the Board or neighbouring properties caused by the Contractor must be reported and repaired to the complete satisfaction of, and at no cost to the Board, within 30 days of the incident or within 30 days that the damage is noticed. If the Contractor fails to repair damage within 30 days, the Board reserves the right to obtain another contractor to make the repairs and invoice the Contractor the repair costs.
5. Refrain from smoking or vaping on School Board property and otherwise comply with the Board's Smoke and Vape-Free Environment policy.
6. The Contractor and its employees shall conform to all school regulations of the Board and shall conduct themselves in a manner so as to ensure the normal functioning of the school. The Contractor shall immediately dismiss or replace any employee who is in breach of this condition. Likewise, should the Contractor as an individual, or the Contractor's staff fail to comply with Board regulations, or display inappropriate conduct, this contract may be terminated without advance notice.
7. The Contractor shall complete daily Snowplowing and Sanding Checklist, Appendix G, provided by the Board to monitor the progress of the Contractor pursuant to this Agreement, and to ensure compliance with the terms and conditions of this Agreement. The Contractor will email the completed checklists to the Board Contact listed in Section 2.2 on a weekly basis. The Contractor shall also attach all weekly checklists for the applicable month to the monthly invoice submitted to the Board.
8. Provide written and verbal reports as required by the Board necessary to monitor the progress of the Contractor and to ensure compliance with all Board requirements.
9. All electrical/electronic components supplied by the Contractor must be CSA/ULC and/or Ontario Power Generation (Ontario Hydro) approved. Appropriate labels must be affixed to the equipment. All equipment requiring approval (Ontario Hydro, One, C.S.A., ULC, etc.) shall be completely assembled and shall bear a label showing approval of assembly prior to delivery. The Board shall not accept any equipment that has not been inspected and approved. If not so approved, the Board reserves the right to invoice the Contractor for the cost of certification/replacement.

Schedule D - Term

The Agreement will commence in the Fall/Winter of 2026 and shall continue for a Three (3) year period, unless terminated, canceled or extended as otherwise provided herein, and will cover Snowplowing and Sanding seasons in the 2026-2027, 2027-2028 and 2028-2029 calendar years.

The Board reserves the right to extend the Agreement, subject to satisfactory performance, for up to two (2) additional one-year terms. The terms and conditions of each extended Agreement period would remain the same as for the initial contract period.

Pricing for any subsequent extension years (if any) will be mutually agreed upon, in writing, by the Contractor and the Board.

If an extension of the contract is undertaken, and if the Contractor and the Board cannot agree on a new contract, the Board shall have the right to terminate the Agreement without further obligation.

Schedule E - Tender and Contractor Submission

Tender 0826-Snowplowing and Sanding Services and the Contractors Tender Submission as accepted by ADSB are included in the Form of Agreement.