

THIS AGREEMENT made in duplicate as of the 18th day of April, 2019.

**BY AND BETWEEN:**

**IRVING EQUIPMENT LIMITED**, a corporation duly incorporated under the laws of the Province of New Brunswick, hereinafter called the "**CONTRACTOR**"

OF THE FIRST PART

– and –

**THE CITY OF SAINT JOHN**, a body corporate by Royal Charter confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the "**CITY**"

OF THE SECOND PART

WHEREAS the Contractor has been engaged in the construction of the World Headquarters for Irving Oil Limited at the corner of King Square South and Sydney Street in the City of Saint John and Province of New Brunswick (the "Property"); and

WHEREAS the removal of heavy industrial equipment from the Property, namely a crane, requires the operation of vehicles within the City with axle weights in excess of 80% of the axle weights permitted under the *Motor Vehicle Act*, RSNB 1973, c M-17, and the *Saint John Weight Restrictions By-law*, By-law Number MV-17, and amendments thereto (the "Heavy Vehicles"); and

WHEREAS the Contractor has requested permission from the City to operate Heavy Vehicles on King Square South from Charlotte Street to Sydney Street; on Sydney Street from Kings Square South to Union Street; and Union Street from Sydney Street to Crown Street (collectively, the "Streets") between April 27, 2019 and April 28, 2019, inclusive, or between May 4, 2019 and May 5, 2019, inclusive (the "Move"); and

WHEREAS the City is prepared to accede to the Contractor's request referred to in the immediately preceding recital by enacting an amendment to the *Saint John Weight Restrictions By-law*,

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto for and in consideration of these presents and the covenants herein contained agree each with the other as follows:

1. That the Contractor shall only operate Heavy Vehicles on the Streets between April 27, 2019 and April 28, 2019, inclusive, or between May 4, 2019 and May 5, 2019, inclusive.
2. That the Contractor shall notify (i) the City's Traffic Engineer at least three (3) business day in advance of the Move, (ii) Saint John Transit at least three (3) business days in advance of the Move, and (iii) the City's Public Safety Communications Centre immediately prior to and immediately following the Move.
3. That the Contractor shall, at its sole expense, engage EXP Services Inc., a Professional Engineering Consultant, for the purpose of (i) conducting an assessment of the asphalt surfaces on the Streets, and reviewing plans provided by the City with

respect to the location and depth of the water, sanitary and storm sewer systems owned or operated by the City, (ii) identify any risk of the Heavy Vehicles coming into contact with any parked vehicles and/or other above-ground infrastructure during the Move, (iii) preparing a Risk Assessment Report for the Move, (iv) preparing a pre-Move and post-Move Condition Survey Report of the asphalt surfaces and any above-ground public infrastructure at risk of being contacted relative to the planned and actual route of travel for the Move, and (v) identify any areas of on-street parking that need to be restricted during the Move.

4. That the Contractor shall (i) provide copies of the Risk Assessment Report to the Chief City Engineer or designate not later than April 24, 2019; and (ii) provide a copy of the pre-Move and post-Move Condition Survey Reports to the Chief City Engineer or designate not later than three (3) business days following completion of the Move.

5. That the Contractor shall be solely responsible for the cost of the Risk Assessment Report and the pre-Move and post-Move Condition Survey Reports.

6. That the Contractor hereby indemnifies, defends and saves harmless the City, its employees, officers, agents, successors and assigns, from and against any and all losses, costs, claims, demands, expenses, proceedings and actions of every nature and kind for injury or direct damages, to persons or property to the extent caused by the Move.

7. That the Contractor shall reimburse the City for all reasonable costs for work, repairs, alterations, reconstruction or replacement required to remedy any damage caused by the Move, within forty-five (45) days of the date of the Contractor's receipt of an invoice together with reasonable back-up information.

8. That the Contractor will make necessary arrangements with the Saint John Police Force for traffic control and escort services for the Move, and pay all costs associated with such services.

9. That the Contractor shall receive approval from the Province of New Brunswick for operation of the Heavy Vehicles on provincial highways not later than April 27, 2019.

10. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.



IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by the properly authorized officers and their respective corporate seals affixed hereto as of the day and year first above written.

SIGNED, SEALED & DELIVERED  
in the presence of:

*Q. Pappas*  
*(as to book)*

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) **IRVING EQUIPMENT LIMITED**  
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)  
) Per: *M. Langley*  
)  
)  
) Per: *Bruce A. Drost*  
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)  
) and  
)  
) **THE CITY OF SAINT JOHN**  
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) \_\_\_\_\_  
) Mayor  
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) \_\_\_\_\_  
) Common Clerk  
)  
) Common Council Resolution:  
)  
) \_\_\_\_\_, 2019

