

## PROJECT NAME

**THIS REMOVAL AND DISPOSAL OF USED PROPANE TANKS AGREEMENT** (the “**Agreement**”)  
made this     day of     , 2026

BETWEEN:

(hereinafter called the “**Contractor**”),  
OF THE FIRST PART,

- and -

**THE CITY OF BRANDON**

(hereinafter called the “**City**”),  
OF THE SECOND PART.

(Collectively, the “**Parties**”)

**WHEREAS** the City is the owner and operator of the premises known as the (**Describe**) located at (**location**), Brandon, Manitoba (hereinafter called the “XXXX”); and

**WHEREAS** the City requires (**Describe Work**) (the “Services”); and

**WHEREAS** the Contractor has submitted a Quote for the (**Project Name**), which Quote has been accepted by the City; and

**WHEREAS** the Contractor has agreed to provide said service to the City under the terms and conditions contained in this Agreement;

**NOW THEREFORE** the Parties hereto agree with the other as follows:

**1.0** The Contract Documents consists of all the documents listed as follows:

- (a) This Agreement
- (b) Specifications to RFQ Item #L-40
- (c) RFQ Item #L-40
- (d) Contractors Response

**2.0 TERM**

2.1 This Agreement shall commence on the 01 day of September 2026 (the "Commencement Date"), and expires on the 30<sup>th</sup> day of June, 2028 (the "Initial Term"), unless terminated earlier pursuant to Clause 13.0 of this Agreement.

2.2 This Agreement can only be renewed on similar conditions, and at the written request of the City and the written acceptance of the Contractor for one (1) additional year.

### **3.0 SCOPE OF SERVICES**

3.1 The Contractor shall perform the Services described in the Specifications in accordance with the terms and conditions contained in this Agreement.

3.3 The Contractor will provide records to the City relating to all Services provided by the Contractor at the Landfill. Said records will be in a format which is satisfactory to the City.

### **4.0 WORKING HOURS**

4.1 The Contractor shall provide the Services between the hours of 9:00 a.m. and 4:45 p.m., Monday to Friday, excluding statutory holidays in Manitoba. Alternative times must be arranged with the Solid Waste Facility Manager or their designate.

### **5.0 COMPENSATION**

5.1 The Contractor agrees to supply all labour, materials, and equipment necessary to carry out the Services in accordance with the Specifications incorporated into this Agreement.

5.2 The Contractor shall pick-up, remove, and dispose of all used propane tanks at \$\_\_\_\_\_ charge to the City.

5.3 The Contractor shall pay the City the sum of \$\_\_\_\_\_ per tank (plus tax) for all used propane tanks.

5.4 The amount payable to the Contractor under this Agreement will not be increased or decreased by any reason of any increase or decrease in the cost of Services, brought about by any increase or decrease in the cost of plant, equipment, labour or materials.

5.5 There shall be no other charges or fees for the performance of this Agreement unless otherwise agreed to by both Parties in writing. The City shall make reasonable efforts to make payments within thirty (30) days of receipt of approved invoice.

## **6.0 QUALIFICATIONS/STANDARD OF CARE**

- 6.1 All of the Services shall be performed by the Contractor or under the Contractor's supervision.
- 6.2 The Contractor represents that it, its employees and sub-contractors, if permitted, have and shall maintain during the Initial Term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

## **7.0 COMPLIANCE WITH LAWS**

- 7.1 The Contractor shall keep itself informed of and in compliance with all federal, provincial and municipal laws, by-laws, regulations, and orders that may affect in any manner the performance of the Services or those engaged to perform the Services under this Agreement.
- 7.2 The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

## **8.0 ERRORS/OMISSIONS**

- 8.1 The Contractor shall correct, at no cost to the City, any and all errors, omissions, in the Services done for the City, provided the City gives notice to the Contractor.
- 8.2 This obligation shall survive the termination of this Agreement.

## **9.0 INDEPENDENT CONTRACTOR**

- 9.1 It is understood and agreed that in performing the Services under this Agreement the Contractor, and any person employed by or contracted with the Contractor to provide labour and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the City.

## **10.0 SUB-CONTRACTING**

- 10.1 The Contractor shall not sub-contract any portion of the Services to be performed under this Agreement without the prior written authorization of the City.
- 10.2 The Contractor shall be responsible for directing the services of any sub-contractor and for any compensation due to the sub-contractors. The City assumes no responsibility whatsoever concerning compensation.

- 10.3 The Contractor shall be fully responsible to the City for all acts and omissions of a sub-contractor.
- 10.4 The Contractor shall change or add sub-contractors only with the prior approval of the City.

#### **11.0 INDEMNIFICATION**

- 11.1 To the fullest extent permitted by law, the Contractor shall protect, indemnify, save and hold harmless the City, its Council members, officers, employees, and agents (each an **"Indemnified Party"**) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys' fees, experts fees, court costs and disbursements (**"Claims"**) resulting from, arising out of or in any manner related to performance or non-performance by the Contractor, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.
- 11.2 Notwithstanding the above, nothing in this Clause 11.0 shall be construed to require the Contractor to indemnify an Indemnified Party from claims arising from the active gross negligence, or willful misconduct of an Indemnified Party.
- 11.3 The Contractor assumes full responsibility for the Services to be performed hereunder and hereby releases, relinquishes, and discharges the Indemnitees from all Claims of every kind and character, including the cost of defense thereof, for any alleged injury or death of any person (including third parties) and damage to property that are caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Services, and work to be performed hereunder. This release shall apply regardless of whether the said Claims are covered, in whole or in part, by insurance and regardless of the negligence, if any, of the Indemnitees.
- 11.4 The acceptance of the Contractor's services and duties by the City shall not operate as a waiver of the right of indemnification. The provisions of this Clause 11.0 shall survive the expiration or early termination of this Agreement.

#### **12.0 INSURANCE**

- 12.1 As of the Commencement Date and prior to the Contractor or any of its employees or anyone for whose acts it may be liable for, the Contractor shall purchase and maintain insurance policies, and shall provide limits of liability of not less than the following:

- a. Workers Compensation, disability benefits and other similar employee benefit acts that are applicable to the Service performed and in conformance with the statutory requirements of the Province of Manitoba.
    - i.
- 12.2 *Commercial General Liability* insurance for claims or damages for bodily injury or death of any person other than the Contractor's employees; damage or destruction of tangible property other than to the Service performed; Independent Contractor's Liability; and Contractual Liability coverage:
  - a. Bodily injury, property damage, and personal injury: two million (\$2,000,000.00) dollars each occurrence.
- 12.3 *Commercial Automobile Liability* insurance for all owned, hired, leased and non-owned automobiles for claims or damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle:
  - a. Bodily injury and property damage: two million (\$2,000,000.00) dollars each person and two million (\$2,000,000.00) dollars each occurrence.

The Contractor's automobile liability insurance policy must include coverage for contractual liability.

- 12.4 *Professional Liability* insurance, errors and omissions insurance, or malpractice insurance, whichever may be customary in the professional field, in the minimum amount of one million (\$1,000,000.00) dollars per claim/annual aggregate. Such coverage must be maintained for a period of three (3) years following termination of this Agreement or final acceptance by the City of the Services, whichever is later. This provision shall expressly survive the termination of the Services or the Agreement.
- 12.5 The Contractor shall keep the insurance policies in this Clause 12.0 maintained continuously during the Initial Term of this Agreement, with the City included as an additional named insured (with the exception of Workers Compensation and Professional Liability). Coverage afforded under the policies shall not be cancelled, materially altered or be allowed to expire without being renewed until at least thirty (30) days written notice has been given to the City.

### **13.0 TERMINATION**

- 13.1 The City may, by thirty (30) days written notice to the Contractor, terminate the whole or any part of this Agreement at any time and without cause, and specifying the effect date thereof. The Contractor may not terminate this Agreement except for cause.

- 13.2 The Contractor reserves the right to terminate this Agreement with cause upon sixty (60) days written notice to the City.
- 13.3 Upon termination, the Contractor shall be compensated only for those Services which have been fully and adequately rendered to the City through the effective date of termination, and the Contractor shall be entitled to no further compensation.
- 13.4 In the event that this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- 13.5 Should the Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any terms of this Agreement (“**Default**”), the City shall have the right to terminate this Agreement without cause, provided the Contractor fails to cure such Default within thirty (30) days of the City’s written notice of Default to the Contractor. Such termination shall not relieve the Contractor of any liability for damages sustained by virtue of any Default by the Contractor.
- 13.6 All notices, instructions and approvals shall be issued by the Solid Waste Manager or their designate whose decision shall be final and binding upon both Parties.

#### **14.0 NOTICES**

- 14.1 For the purpose of this Agreement, any notice to the City by the Contractor shall be addressed to:

Solid Waste Manager  
Eastview Landfill  
765 33rd Street East  
Brandon, Manitoba R7A 7L2  
Email:

And any notice to the Contractor shall be addressed to:

Title  
Address  
Contact

#### **15.0 MISCELLANEOUS**

- 15.1 This Agreement constitutes the entire agreement between the Contractor and the City relating to the subject matter hereof, and there are no previous contemporary representations or warranties of the City or the Contractor not set forth herein.
- 15.2 Except as specifically provided herein, no modification or waiver of this Agreement or any term hereof shall be binding on either party unless made in writing and executed by an authorized representative of the City and the Contractor.
- 15.3 No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation of this Agreement if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labour dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 15.4 No waiver of any right under this Agreement shall affect the right of the party waiving the same to thereafter exercise such right or any other right similar thereto.
- 15.5 All rights and remedies of the City specified in this Agreement are in addition to the City's other rights and remedies under the law, whether in contract or in tort.
- 15.6 The Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of the Contractor's obligations hereunder without the prior written consent of the City. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City will be void.
- 15.7 All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.
- 15.8 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.
- 15.9 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their heirs, executors, and administrators.

**IN WITNESS WHEREOF** the Parties have signed this Agreement by their duly authorized representatives, on the day and year first above written.

**THE CITY OF BRANDON**

**PER:**

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*"I am authorized to bind the City"*

Name:

Position:

Date:

**CONTRACTOR**

**PER:**

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*"I am authorized to bind the Contractor"*

Name:

Position:

Date:

SAMPLE