

THIS AGREEMENT made in duplicate this day of . 2026.

BETWEEN:

XXXXXXXXXX,

(hereinafter called the "Contractor")
of the first part;

-and-

CITY OF BRANDON,

(hereinafter called the "City")
of the second part.

WHEREAS the City is the owner and manager of the following building and parking lots:

- a) Brandon Police Service located at 1020 Victoria Avenue
- b) Brandon Police Service located at 5 Granite Road
- c) A.R. McDiarmid Civic Complex located at 638 Princess Avenue (Visitor and Employee parking lot south of the building inclusive of the entrance, wheelchair ramp, wooden staircase & deck);
- d) Visitor and on-street parking on 7th Street (between Lorne Avenue & Princess Avenue) located on the west side of the A.R. McDiarmid Civic Complex;
- e) Paved loading dock where garbage bins are located on southwest side of A.R. McDiarmid Civic Complex;
- f) Parking lot located at 1201 Pacific Avenue;
- g) Parking lot located at 329 - 10th Street;
- h) Parking lot located at 20 - 8th Street and lane access from 9th Street;
- i) Parking lot located at 21 - 8th Street;
- j) Parking lot located at 149 10th Street;
- k) Parking lot and loading dock located at 710 Rosser Avenue;
- l) Parking lot located at 641 Rosser Avenue
- m) Parking lot located at 30 Knowlton Drive and
- n) Parking lot located at 1020 Victoria Avenue

hereinafter collectively referred to as the "Locations"; and

WHEREAS the Contractor has submitted a Quotation for Services - Snow Clearing – City Managed Property of the Locations, which Quotation has been accepted by the City;

NOW THEREFORE the City and the Contractor covenant and agree as follows:

1. The preamble above and the attached Schedules shall form an integral part of this agreement.
2. The Contract Documents forming part of this Agreement consist of the following:
 - i. The Agreement;
 - ii. Specifications to RFQ Item #L-34/26 (Maps, 5 granite Road Map, McTavish Avenue Map);
 - iii. RFQ Item #L-34/26; and,
 - iv. Contractor's Response.In the event of any conflict or inconsistency between the Contract Documents, the order of precedence shall be as listed above.
3. The Contractor covenants and guarantees to provide the complete snow clearing services (the "Services"), for the Locations in accordance with the specifications set out in RFQ Item #L-34/15 and the other Contract Documents, and to supply all labour, materials and equipment necessary therefore, throughout the Term hereof.

4. The City reserves the right to remove areas during the Term of this Agreement should service not be required. Costs shall be on a prorated basis and agreed to by the Contract Administrator and the Contractor in advance and in writing.
5. This Agreement shall be in effect for the 2026/2027 and 2027/2028 winter seasons (the "Term"). The Agreement commences on from date of award (the "Commencement Date") and expires on XXXXXX, 2028 ("Expiry Date"). The said Term may be renewed thereafter for a further term of one (1) year with a fee increase of _____ % and with similar conditions at the written request of the City, and upon written acceptance by the Contractor. The Agreement for the renewed term shall commence on XXXXX, 2028 and will expire on XXXXX, 2029.
6. In the event that the basic minimum wage in the Province of Manitoba, as set by Provincial Legislation, is increased during the term hereof, the City agrees that the monthly wage allotment shall be increased by the same percentage as the increase to the minimum wage for any payments to the Contractor made subsequent to any such increase.
7. The City's representative may, at any time, enter onto the Locations where the Contractor is undertaking the Services to inspect and ensure that the Services are being performed in accordance with the Specifications.
8. The City's representative, upon written notice to the Contractor, has the authority to stop the Services or to order the Contractor to take remedial action where:
 - a) The Contractor is not performing the Services in accordance with the Specifications; or
 - b) The City's representative is of the opinion that there exists a danger to life or to property.

The Contractor shall immediately obey the provisions of the notice and will not be entitled to any extra payment unless approved by a change order.
9. The City is not required to make inspections. Inspections made by the City do not relieve or release the Contractor from being responsible for the supervision of its operations under this Contract, from making its own inspections, and for ensuring that the Services are being performed in accordance with the Specifications.
10. As per the City's contract specifications, the Contractor agrees to the following terms:
 - a) The Contractor shall provide the Services at the Locations as outlined in the attached Schedules noting that each Location has separate requirements and levels of service.
 - b) For purposes of this Agreement, determination of the amount of snowfall accumulation shall be the amount as measured and reported upon by Environment Canada at the Brandon Municipal Airport (the "Weather Station"). The data from the Weather Station as to snowfall accumulation is to be final and not subject to review by the Contractor, although should, for any reason, the necessary data with respect to snowfall accumulation not be available from the Weather Station, or if within the reasonable opinion of the City such data is inaccurate, the City may, at its option, use data from any other source that the City selects within the exercise of its discretion solely.
 - c) The City will rely on the recorded snowfall amounts from the Environment Canada website and where any discrepancies shall arise between the City and the Contractor, the actual snowfall amounts indicated on the Environment Canada website, will be the deciding factor;

Initials

- d) The Contractor is responsible to remove the snow from the Locations, at the same time as the push; with the exception of the parking lot located at 1201 Pacific Ave, which snow can be piled on the north side of the property so long as there is adequate space and does not affect the parking stalls;
 - e) The City shall have the ability to determine, at their discretion, the amount of snow packing that shall be allowed within the parking areas;
 - f) The Contractor is required to maintain a 12 inch or 1 foot buffer from any fence or electrical panel/outlet. No pushing or packing of snow against any fence or electrical outlet, is permitted. Access to any and all electrical outlets must be maintained at all times; the Contractor will be required to remove any snow that may have accumulated in front of the electrical outlet;
 - g) As per the BFES "Fire Hydrant Location/Fire Department Connection Policy – P29", the Contractor must maintain a clear and unobstructed, two (2) meter radius around any fire hydrant or fire department connection. The Contractor is also required to maintain a clear view from the roadway when approached from any direction;
 - h) The City has the right to request the Contractor to attend performance review meetings throughout the term of the Agreement.
 - i) Should the Contractor provide the service of street sweeping or salting/sanding upon the request of the City, it is required to be completed prior to the Expiry Date of this contract.
 - j) A site assessment will be conducted at each of the Locations to document and assess any existing damage. A second walk through will be conducted after the Expiry Date to document and assess any additional damage that may have occurred during the season. Any damages caused by the Contractor, will be the sole responsibility of the Contractor to repair at their cost. The Contractor shall immediately report any damages to the City or private property to the Contract Administrator.
9. The Contractor shall provide, maintain, and pay for the following insurance policies providing coverage to the Contractor and any sub-contractor performing the Services provided by this Agreement:
- a) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for personal injury, death, liability assumed under this contract, and damage to property.
 - b) Automobile Insurance maintained at a minimum of five million dollars (\$5,000,000.00) liability insurance in respect of owned, non-owned, leased, rented, licensed, and unlicensed vehicles or equipment used in performance of this Agreement.
10. The Contractor shall comply with the requirements of the Province of Manitoba Employment Standards Act, the Workers Compensation Act, and all other applicable federal and provincial legislation regarding wages and labour regulations.
11. The Contractor shall, upon request by the City, provide proof of the Worker's Compensation Number _____, in good standing with the Worker's Compensation Board of Manitoba.
12. a) The Contractor shall indemnify and save and hold harmless the City, its

Initials

officers, agents, servants and employees, from and against all costs, damages, losses or expenses arising from actions, suits, claims, demands and proceedings, by whomsoever brought, made or taken as a result of an act or omission of the Contractor, his Subcontractor(s), and their employees or agents in the performance or purported performance of the Services.

Initials

- b) The Contractor hereby waives all rights of recourse against the City, its elected officials, officers, agents, servants and employees with regard to damage to the Contractor's property.
- c) If the Contractor fails to make any payment required to be made to the City, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.
13. This Agreement is not assignable by the Contractor, however, the Contractor may subcontract the Services in the event that the Contractor is unable to complete the Services within the required timeframe. The Contractor will be solely responsible for any subcontractor, including but not limited to liability of any kind and damages. The City has the right, without any liability to the City, to reject any proposed subcontractor and to require the Contractor to substitute another subcontractor that is acceptable to the City. Sub-Contractors approved by the City shall not be changed without the written consent of the City.
14. The covenant and undertaking of the City to pay the Contractor for provision of the Services shall be subject to the Contractor complying fully with its covenants and undertakings in accordance with this Agreement, which shall include but not be limited to the City being entitled to review the invoices submitted by the Contractor and only remit payment to the Contractor for the sums as approved and agreed upon by the City. In the event the Contractor disagrees with the position of the City with respect to payment upon any one or more of its invoices submitted to the City, the parties shall make their respective reasonable best efforts to meet promptly and discuss the dispute, on a without prejudice basis. In the event the parties are unable to resolve the dispute within thirty (30) days of either or both parties providing notice hereunder, the dispute shall be determined if both parties consent in writing, be referred to arbitration in accordance with *The Arbitration Act (Manitoba)*, whose decision shall be final and binding between the Parties.
15. For the purpose of this agreement, any notice to the City by the Contractor shall be addressed to the Maintenance Manager, Public Works, 900 Richmond Avenue East, Brandon, MB R7A 7M1 and any notice to the Contractor shall be addressed to _____, Brandon, Manitoba, Attention: _____.
16. The City reserves the right to cancel this Agreement or any part thereof upon thirty (30) days written notice to the Contractor if, at any time, the City is not satisfied with the quality of work being performed under this Agreement or if the Contractor fails to comply with any of the specifications attached hereto. All notices, instructions and approvals shall be issued by the City whose decision shall be final and binding upon both parties.
17. Either the City or the Contractor has the right to cancel this Agreement upon thirty (30) days written notice to either Party.
18. Upon any early termination of the Agreement by either party:
- a) The City shall pay to the Contractor the money owing to them under this Agreement to the date of termination and upon such payment being made

the City shall have no further obligation to the Contractor under this Agreement; and

- b) If the Contractor right to perform the Services is terminated in accordance with the provisions of this Agreement, the City shall not be liable to the Contractor for any damage or loss, including economic loss, sustained, or suffered by the Contractor, because of any action taken by the City.
- 19. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, and administrators.
- 20. This Agreement shall be governed by the laws of the Province of Manitoba.
- 21. The waiver by the City of any breach of this Agreement by the Contractor, shall not require, nor be construed to require, the City to waive any subsequent breach of the same condition, covenant, or obligation.
- 22. This Agreement constitutes the sole and entire Agreement between the City and the Contractor relating to the Services and completely supersedes and abrogates any prior Agreement (if any) existing between the City and the Contractor whether written or oral.
- 23. The Contractor shall, at their own expense, procure all permits, certificates, and licenses required by law for the execution of the Services.

Initials

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written above by their officers or persons duly authorized to execute on their behalf.

XXXXXXXXXX
Per:

Name:
Position:
Date:
"I am an employee of the Corporation
and have authority to bind"

THE CITY OF BRANDON
Per:

Pam Richardson, Director of Public Works
"I am an employee of the Corporation
and have authority to bind"