

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 Properties are privately owned, and have each received a By-Law Violation Notice (BVN);

hereinafter collectively referred to as the "Locations"; and

WHEREAS the Contractor has submitted a Quotation for Services - Snow Clearing – City Sidewalks Neighbouring Privately Owned 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 shall form an integral part of this agreement.
2. The Contract Documents forming part of this Agreement consist of the following:
 - i. This 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 that have received a BVN from the City and the property owner has failed to comply with the BVN during the Term of this Agreement, in accordance with the Contract Documents , and to supply all labour, materials and equipment necessary therefore, throughout the Term hereof.
4. The Contractor agrees that this work is done on an as required basis.
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 XXXXX, 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 XXXX, 2028 and will expire on XXXX, 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.

Initials

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 noting that each Location has separate requirements and levels of service.
 - a. The Contractor shall remove snow and ice from the entire width of the sidewalk, for the entire length of the frontage property;
 - b. The Contractor shall apply sand and/or salt to the sidewalk surface to prevent slips and falls by pedestrians, as required;
 - c. The Contract shall complete the work within 48 hours of notification.
- b) 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;
- c) The City has the right to request the Contractor to attend performance review meetings throughout the term of the Agreement.
- d) A site assessment may 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.

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- 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 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.
 - 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. Subcontractors 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 a 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 Real Estate Section, City of Brandon, 638 Princess Avenue, Brandon, Manitoba, R7A 0P3 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.

- Initials
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.

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:

Title:

"I am an employee of the Corporation
and have authority to bind"

THE CITY OF BRANDON
Per:

Ryan Nickel, Director of Planning & Buildings

"I am an employee of the Corporation
and have authority to bind"