

TRANSCAB SERVICE CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BETWEEN:

(hereinafter referred to as the “Contractor”)

OF THE FIRST PART,

- and –

THE CITY OF BRANDON  
a Municipal corporation  
(hereinafter referred to as the “City”)

OF THE SECOND PART.

WHEREAS the City of Brandon operates a transportation service for transit riders (hereinafter referred to as the “Brandon TransCab Service”);

AND WHEREAS the Contractor has agreed to provide the services of accessible vehicles and drivers qualified to transport transit riders for the City as part of the Brandon TransCab Service.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and Agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1.00 DEFINITIONS

- 1.01 For the purposes of this Agreement, the recitals hereof and the schedules annexed hereto or any other document or undertaking delivered in accordance with or in furtherance of the purposes and intents of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following expressions will have the meanings ascribed in this Clause 1.01:
- a) "Business Day" means any Calendar Day, not including a Statutory or Civic Holiday
  - b) "Agreement" and the words "herein", "hereto", "hereunder" and similar expressions mean or refer to this Agreement and every schedule, addendum and all amendments hereto;
  - c) "Cancellation" means a scheduled trip cancelled by telephone notification to the Coordinator at least thirty (30) minutes before the scheduled pick-up time;
  - d) "City" means the municipal corporation of the City of Brandon;
  - e) "Contract" means the combined documents consisting of the Request for Proposal package and any documents and drawings referred to and

incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing; ;

- f) "Coordinator" means a person or persons employed by the City of Brandon who dispatches vehicles to meet the schedule requirements of the City;
- g) "May" indicates an allowable action or feature which will not be evaluated;
- h) "Must" or "shall" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- i) "No Show" means a scheduled trip cancelled without telephone notification to Transit Office at least sixty (60) minutes before the scheduled pick-up time;
- j) "Passenger" means a person transported by a Brandon TransCab Vehicle;
- k) "Passenger Trip" means transportation from an origin point to a destination point. Multiple people may be transported at the same time; payment will be made per trip not per person;
- l) "Should" indicates a desirable action or feature which will be evaluated on a relative scale;
- m) "Statutory Holiday" means a statutory holiday as observed by the City;
- n) "Vehicle(s)" means the accessible van and or vehicles supplied and used by the Contractor to provide the services under this Agreement for TransCab services and described in Schedule "A" attached hereto and forming part of this Agreement;

## **2.00 CONTRACTOR'S SERVICE**

- 2.01** The Contractor agrees to provide and operate the Vehicle(s) as part of the Brandon TransCab Service, in accordance with the terms and conditions of this Agreement, and as scheduled by the City.
- 2.02** The Contractor agrees to provide and supervise drivers to operate the Vehicle(s), including back up drivers, in accordance with the terms and conditions of this Agreement.
- 2.03** The Contractor agrees to provide its services in accordance with any operational rules or procedures for the operation of the Brandon TransCab Service which have been adopted by, or which are adopted at any time during the term of this Agreement by, the City Council of the City of Brandon or the Director of Transportation Services or their designate.
- 2.04** The Contractor will designate, in writing, a person who will be the City's daily contact with the Contractor to ensure the proper carrying out of the provisions of this Agreement.
- 2.05** Public inquiries concerning Brandon TransCab operations, policies, procedures or funding, must be referred to Brandon Transit administration.

## **3.00 TERM**

- 3.01** This Agreement shall be from January 01, 2027 – December 31, 2031, where upon it may be renewed for up to two (2) additional one (1) year terms, on similar conditions at the written request of the City and written acceptance of the Contractor.

## **4.00 PAYMENT**

- 4.01** Work under this contract shall be measured on a "per trip one-way basis" for TransCab Service. The City agrees to pay the Contractor the following fees for the services provided herein:

|    |                                                           |     |
|----|-----------------------------------------------------------|-----|
| 1. | Per Trip Rate – One Way Trip<br>Service Options 1-5 and 7 | Fee |
|    | Year 1 (January 01, 2027 to December 31, 2027)            |     |
|    | Year 2 (January 01, 2028 – December 31, 2028)             |     |
|    | Year 3 (January 01, 2029- December 31, 2029)              |     |
|    | Year 4 (January 01, 2030 – December 31, 2030)             |     |
|    | Year 5 (January 01, 2031 – December 31, 2031):            |     |
|    | Optional Year 6 (January 01, 2032 - December 31, 2032):   |     |
|    | Optional Year 7 (January 01, 20233 - December 31, 2033)   |     |
| 2. | Per Trip Rate – One Way Trip<br>Service Option 6          |     |
|    | Year 1 (January 01, 2027 to December 31, 2031)            |     |
|    | Year 2 (January 01, 2028 – December 31, 2028)             |     |
|    | Year 3 (January 01, 2029- December 31, 2029)              |     |
|    | Year 4 (January 01, 2030 – December 31, 2030)             |     |
|    | Year 5 (January 01, 2031 – December 31, 2031):            |     |
|    | Optional Year 6 (January 01, 2032 - December 31, 2032):   |     |
|    | Optional Year 7 (January 01, 2023 - December 31, 2033)    |     |
| 3. | No Show for TransCab                                      |     |

- 4.02** The number of units to be paid for shall be the total number of one way trips scheduled and acceptably provided. Multiple passengers from the same pick up location shall be considered as one (1) one-way trip. No payment shall be made for unscheduled time required to complete a trip commencing or assigned to commence during the normal service operating time defined under the contract as per provided report by TransCab Administration.
- 4.03** The Contractor will submit invoice monthly for payment. If there are any discrepancies, they must be investigated and resolved within ten (10) business days. The City will not pay for trips that the City did not authorize/book. The City will pay the Contractor the balance owing within thirty (30) days of receipt of the Contractor's confirmation.
- 4.04** Payment to the Contractor must be in conformity with the service rendered as reconciled by the City and verified by schedule records maintained by the City.
- 4.05** Payment of final invoices under this Agreement will not be made until a certificate has been filed with the City from the Workers' Compensation Board certifying that all assessments due by the Contractor have been paid.
- 4.06** Goods and Services Tax will be added to the fees for services identified under Clause 4.01 and remitted by the Contractor to Revenue Canada.
- 4.07** The City will not pay the Contractor for any TransCab trip where:
- the Contractor is notified of the cancellation at least thirty (30) minutes prior to scheduled pick up time,
  - the Contractor cannot be reached by Brandon TransCab Dispatch to cancel the run or trip, or
  - the Contractor breaches any part of Article 2.00 of the Agreement during a run or trip.
- 4.08** The Contractor agrees to comply with any changes to the City's payment procedures established by the City from time to time.
- 5.00 FARE COLLECTION**
- 5.01** Fares will be set by the City Council of the City of Brandon and no fare will be charged to any Passenger by the Contractor.

**6.00 VEHICLE(S)**

- 6.01** All Vehicle(s) used in the course of this Contract by the Contractor shall be supplied, maintained, and equipped in compliance with all Federal, Provincial and Municipal laws, ordinances, rules, regulations, by-laws and codes and in accordance with the specifications set out by the City in Schedule "A" attached hereto.
- 6.02** Although a minimum number of dedicated vehicles is not required, all bookings received in advance of sixty (60) minutes must be provided within five (5) minutes of the requested pick-up time. Booking received within sixty (60) minutes of advance notice must be provided within fifteen (15) minutes of the requested pick up time.
- 6.03** Without restricting the generality of the requirements of Clause 6.01 of this Agreement, the Contractor shall have all Vehicles(s) inspected as required pursuant to the Taxi By-Law and shall provide the results of such inspections to the City.
- 6.04** The City shall have the right to inspect the Vehicle(s) at any reasonable time and the Contractor shall afford all reasonable facilities required by the City for the purpose of such inspections.
- 6.05** The number of Passengers which each Vehicle is designed and equipped to carry is described in Schedule "A" attached hereto. The seating capacity for each Vehicle will not be exceeded under any circumstances.
- 6.06** Vehicle(s) shall comply with the specifications for Passenger accessibility contained in Schedule "A" attached hereto and forming part of this Agreement.
- 6.07** All Vehicle(s) shall be equipped with equipment as specified in Schedule "A" attached hereto, including equipment to facilitate dispatching.
- 6.08** Each vehicle shall have a two-way radio capable of communicating with their company Dispatcher or a cell phone with voice-mail or other reliable technology to receive messages electronically from any location in the service area.

**7.00 SCHEDULING AND DISPATCHING**

- 7.01** All trip requests will be received and scheduled by the City of Brandon Coordinator. The number of passengers assigned to a specific vehicle will be a maximum of five (5) passengers. The Contractor must provide a vehicle large enough to accommodate all passengers and or necessary equipment such as wheelchairs and other mobility devices, walkers, strollers and the like.
- 7.02** The City will provide requested trips to the Contractor as they are received from the Passenger. The Contractor is expected to provide trips in accordance with 6.01.
- 7.03** The City of Brandon Dispatcher shall first assign the TransCab passengers to the City Service and where the City Service is not available then schedule them with the Contractor Service. The Contractor shall handle the overflow/surplus of TransCab passengers for the TransCab Service. New or unassigned trips will be assigned to the Contractor on the basis of where it fits best into the schedule, as determined by the City. The City may add short-notice trips subsequent to the posting of a day's schedule if the Contractor is not, in the sole opinion of the City scheduled to full capacity for the time period in which the trip will occur. These trip requests will be communicated by the City to the Contractor's Dispatcher by e-mail, telephone or fax.
- 7.04** The Contractor shall schedule vehicles and qualified drivers to meet the TransCab service demands. Failure to do so may result in the assessment of a service recovery fee. The service recovery fee will be the cost of providing the service through any means deemed appropriate by the Director of Transportation or their designate. The Contractor shall provide the TransCab Office each day with a list of vehicles and the names of the drivers that will be used for the next day's TransCab Contract Work.

- 7.05** The Contractor shall provide the Brandon TransCab with authorized qualified back up driver(s) and alternate Vehicle(s) in order to complete requested trips
- 7.06** The Contractor will ensure that drivers maintain listening contact with the Contractor's dispatch at all times during service in order to enable the City to dispatch and cancel trips.
- 7.07** Notwithstanding any other term of this Agreement, the City does not make any representation, warranty or guarantee that any number of trips will be scheduled or assigned to the Contractor, or that the Contractor will receive any number of scheduled trips in relation to those received by another contractor or contractors providing a similar service, during any period of time during the term of this Agreement.
- 7.08** The Contractor agrees to advise the City TransCab Coordinator within fifteen (15) minutes if a delay to a pick up trip is anticipated or encountered for any reason.
- 7.09** The Contractor will ensure that its drivers notify the Contractor's dispatch immediately by radio communication of any No Shows (where the Passenger cancels upon arrival of the Vehicle or is not present within five (5) minutes after the scheduled time of pick up or arrival of the Brandon TransCab Service for the pick up). The Contractor's Dispatcher shall notify the TransCab office of "No Shows" within fifteen (15) minutes after the occurrence.
- 7.10** The Contractor shall ensure that no driver shall depart from any pick-up location without the scheduled passenger(s) earlier than five (5) minutes after the scheduled pick-up time unless instructed by the Brandon Transit Coordinator. The vehicle driver shall obtain approval from the Contractor's Dispatcher to leave after five (5) minutes has elapsed and the passenger has not appeared at the pick-up area.
- 7.11** Passengers shall not be transferred from one vehicle to another except in the event of a vehicle being disabled.
- 7.12** The City will not pay the Contractor for any Passenger carried who has not been scheduled by the City.
- 7.14** The Contractor shall not use vehicles, during the time periods they are in the City's service for any purpose other than performance of the Work under this Contract.
- 7.15** The Contractor will assist the City with the following:
- a) to conduct surveys and collect data;
  - b) to provide information to Passengers;
  - c) to report Passenger complaints and concerns to Brandon TransCab Administration for investigation and follow up; and
  - d) to distribute printed communication material supplied by the City to every Passenger.
- 7.16** The Contractor will co-operate with the City in the implementation of any procedural changes that may result in increased productivity and efficiency associated with the TransCab Service.

**8.00 DRIVER QUALIFICATION AND DUTIES**

- 8.01** The Contractor will be required to establish a pool of trained drivers who are properly licensed and qualified to provide transportation service. The drivers shall be familiar with the City of Brandon and be approved by the City of Brandon Administration.
- 8.02** The Contractor will ensure that all drivers assigned by the Contractor to the operation of a Vehicle:

- a) posses a valid Province of Manitoba driver's license for the class of vehicle to be operated, as required by Provincial Legislation and Regulation and provide a copy to the City when requested by City Administration and by the end of his/her birth month each year to the Director of Transportation;
- b) require a Vulnerable Sector Search and Criminal Records Search Certificate which will be performed by the City of Brandon Police Services or other designated agency. Any individual for whom a Criminal Record Search Certificate or Vulnerable Sector Search is not provided or for whom a Criminal Record Search Certificate or Vulnerable Sector Search indicates any convictions or pending charges related to property offences or crimes against other persons, will not be permitted to perform any work within the City of Brandon facilities or on private property. The City may at its sole discretion and acting reasonably, require an updated Criminal Record Search Certificate or Vulnerable Sector Search at any time during the term of this contract;
- c) possess a valid City of Brandon Taxi Driver Permit;
- d) will be at least eighteen (18) years of age;
- e) be bondable;
- f) will comply with the Brandon TransCab Operations Procedure as amended by the City from time to time, including without limiting the generality of the foregoing, who will maintain satisfactory performance in the following key areas:
  - i) Service – provide scheduled service within prescribed timeframes (pick up, drop off, travel time); provide proper assistance to Brandon TransCab Registrants; actively look for Brandon TransCab Registrants at pick up locations; be courteous to Brandon TransCab Registrants and the general public; drive defensively and safely, and ensure Passenger safety procedures are followed while en-route to a destination; and follow Brandon TransCab Policies and procedures;
  - ii) Administrative – submit accurate payment records as per prescribed timeliness;
  - iii) Professional Conduct – treat Passengers, the general public, other contractors and drivers, and City staff with fairness, professional courtesy and dignity and without discrimination or harassment; have a positive customer service attitude and be alert and well rested at all times while operating a Vehicle; and be well groomed, professional in appearance;
- g) have been approved and continue to be approved by the City;
- h) possess a functional ability to read and communicate orally in the English language;
- i) be physically and mentally fit for the work;
- j) be alert and well rested at all times while operating the vehicle;
- k) be polite and considerate of the public at all times;
- l) be well groomed and properly attired to the satisfaction of the Director of Transportation or his/her designate;
- m) have a good knowledge of the location of streets and major activity areas in the City of Brandon
- n) will abide by the provisions of the Personal Health Information Act of the Province of Manitoba
- o) will be responsible for all costs of required driver training and licensing;
- p) will comply with any other reasonable requests of the City; and

- q) will operate all Vehicle(s) in compliance with all Federal, Provincial and Municipal laws, ordinances, rules, regulations, by-laws and codes;

**8.03** The City has the right to remove a driver from the work of the TransCab Contract for valid reason.

**8.04** The Contractor will ensure that all drivers assist Brandon TransCab passengers in and out of vehicles as required.

**8.05** Drivers shall request the passenger to use the vehicle seat and shoulder straps and offer to assist with securing them in accordance with procedures and instructions provided by the City. The Contractor will ensure that refusal by a Passenger to wear seat belts or shoulder straps is recorded by the driver and provided to the City;

**8.06** Drivers shall transport the passenger only to the scheduled approved destination.

**8.07** Drivers shall not stop to put fuel in the vehicle when a passenger is onboard.

**8.08** Drivers shall not alter the scheduled destination of a passenger.

**8.09** The Drivers shall at all times observe the provisions of the Highway Traffic Act, with respect to the use of seatbelts and child safety seats.

**8.10** The Drivers shall ensure the safety of Passengers in the manner of a reasonably prudent person providing the services hereunder.

**8.11** In the event of an accident, incident or emergency, the Driver will immediately notify the Contractor Dispatcher who will immediately notify the Brandon TransCab Coordinator or designated alternate and obtain instructions. The Contractor must also submit a written report no later than the next business day to Brandon TransCab Dispatch.

## **9.00 INSURANCE**

**9.01** Throughout the term of this Agreement, the Contractor will maintain in full force and effect the following:

- a) General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage. Such policy will be endorsed to include the following:
  - i) Contract Liability (including this Agreement);
  - ii) Non-Owned Automobiles;
  - iii) Independent Contractors (as applicable);
  - iv) Products & Completed Operations (as applicable);
  - v) Broad Form Property Damage;
  - vi) Employees as Additional Insureds;
  - vii) Cross Liability;
  - viii) Contingent Employers' Liability
- b) Standard Owned Automobile Liability coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and/or property damage. Such a policy will be endorsed to include the following:
  - i) Public Passenger Vehicle Endorsement S.E.F.6f, or Endorsement S.E.F.6c (with a minimum limit of \$500,000.00).

Umbrella Liability Insurance or Excess Liability Insurance may be used to achieve the Two Million Dollar (\$2,000,000.00) limit required for both the General Liability and Standard Owned Automobile Liability Coverage.

The aforementioned insurance coverage policies will be endorsed to provide the City with thirty (30) days prior written notice of cancellation or material change, and will be in a form acceptable to the City. Evidence of such policies will be submitted to the City on the Certificate of Insurance and endorsement forms provided to the Contractor by the City which will be duly completed by the Contractor's broker and/or insurer. The Contractor's broker will promptly supply a certified copy of the policies if requested by the City.

As an alternative to submitting the Certificate of Insurance form, the Contractor or the Contractor's broker may provide a certified copy of the aforementioned policies. Such policies will be properly endorsed and in a form acceptable to the City. Evidence of renewal of coverage will be provided to the City prior to expiry in a form acceptable to the City.

Upon request by the City, the Contractor will provide additional insurance if this is deemed necessary by the City. If requested, a written explanation will be provided to the Contractor for the additional insurance requirement.

The Contractor hereby acknowledges that breach of any requirement under this Clause 9.01, will be considered a fundamental breach of this Agreement and the City may immediately exercise any or all remedies available in the event of default by the Contractor.

It is further understood and agreed that the policy limits shown under Clause 9.01 (a) and (b) do not define or limit the Contractor's liability to indemnify the City in the event of bodily injury and/or property damage, nor does the City make any representations as to the adequacy of said limits or scope of coverage in event of a claim.

## **10.00 INDEMNITY**

### **10.01 The Contractor will:**

- a) be liable to the City for; and
- b) indemnify and save harmless the City, its servants, agents and employees from and against:

any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the City or which the City may pay or incur and which arise out of or in connection with:

- i) the performance of this Agreement by the Contractor, its servants, agents or employees;
- ii) any act, omission, negligence or breach of this Agreement by the Contractor, its servants, agents or employees;
- iii) any damage to any property or injury to a person or persons, arising from the escape, discharge or release of any gaseous, liquid or solid hazardous substance including, but not limited to, petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances as defined in or pursuant to any Federal, Provincial or Municipal Law, ordinance, rule, regulation, by-law or code;

excepting where such liability arises out of the sole negligence of the City, its servants, agents or employees. This clause will survive the termination of this Agreement.



**10.02** In the event that any claim, suit, action or demand is brought or made against the City, for which the Contractor has agreed to indemnify and save harmless, the City may at its sole option upon providing written notice to the Contractor:

- a) compromise any such action, suit, claim or demand at the sole discretion of the City and on such terms as the City will deem reasonable, and the Contractor will thereupon forthwith pay to the City the sum or sums so paid herein, together with such sums as will represent the reasonable costs of the City in defending or settling any such action, suit, claim or demand, or
- b) require the Contractor to contest the same or the validity thereof by appropriate legal proceedings. On final determination of such action, suit, claim or demand, the Contractor will immediately pay any judgement rendered against the City or any of its servants, agents or employees together with all proper costs and charges.

## **11.00 DEFAULT AND TERMINATION**

**11.01** If the Contractor defaults in the performance of any of its obligations under this Agreement the City may give the Contractor written notice of such default and the Contractor will have ten (10) business days after receipt of such notice to rectify the default or commence rectification to the satisfaction of the City, failing which the City may, at its option, in addition to any other remedy available to it, forthwith terminate this Agreement upon notice in writing to the Contractor, or cure the default itself for the account of and at the cost of the Contractor. The Contractor may be suspended from service pending rectification of the default at the discretion of the City.

**11.02** If the Contractor:

- a) defaults in the performance of any of its obligations under Clause 6.00, 7.00, 8.00, or 9.00, of this Agreement, or
- b) makes an assignment for the benefit of creditors, or
- c) becomes bankrupt or insolvent and takes the benefit of any Act that may be in force for bankrupt or insolvent debtors, or
- d) where the Contractor is an incorporated company and an order is made winding it up or accepting the surrender of its charter,

then, in every such case, the City may, at its sole option, in addition to any other remedy available to it, forthwith terminate this Agreement upon notice in writing to the Contractor.

**11.03** Either party may terminate this Agreement for any reason on providing sixty (60) days prior written notice to the other party.

## **12.00 ARBITRATION**

**12.01** This Article applies to any dispute that arises between the parties under this Agreement or any legal relationship associated with or contemplated by this Agreement, whether in contract, tort or otherwise, including a dispute as to or arising out of the existence, terms, validity or termination of this Agreement. This clause does not apply to a dispute with respect to a matter to be determined by, determined in the opinion of, to the satisfaction of or as required by, the City or its representative.

**12.02** A dispute to which this Article applies shall be determined by arbitration.

**12.03** This Article is an independent contract and has effect whether or not this Agreement is valid or has expired or is terminated.

**12.04** Except as may be modified by this Agreement, the provisions of the Arbitration Act, apply to an arbitration under this Agreement.

**12.05** An arbitration may be commenced by either party giving notice to the other party to participate in the appointment of an arbitrator. The notice shall contain a statement of the issue or issues in dispute.

**12.06** There shall be a single arbitrator and the parties will appoint the arbitrator by Agreement within twenty (20) days after the giving of the notice of commencement of arbitration.

**13.00 GENERAL**

**13.01** Without restricting the generality of Clause 13.04 herein, the Contractor will at all times observe the provisions of the Environmental Protection and Enhancement Act, the Labour Relations Code, Employment Standards Code, the Occupation Health and Safety Act, and the Motor Transport Act. If the Contractor fails to comply or the City is required to take any steps or pay any sums to rectify such non-compliance, the City may subtract the cost of such rectification from any monies owing to the Contractor.

**13.02** Without restricting the generality of Clause 13.04 herein, the Contractor will at all times observe the provisions of the Worker's Compensation Board, and provide evidence to the City at any time during the term of the Agreement that all assessments have been paid and the account is in good standing.

**13.03** Any notices under this Agreement given to the parties hereunder will be conclusively deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

a) to the City at:

Manager of Transit Services  
City of Brandon Operational Services Division  
900 Richmond Avenue East  
BRANDON MB R7A 7M1

b) to the Contractor at:

or to any other address as may be designated in writing by the parties. Notice given by registered mail, will conclusively be deemed to have been received on the fifth (5<sup>th</sup>) business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery.

**13.04** The Contractor will procure and maintain at the cost and expense of the Contractor, such licenses, permits or approvals, from Federal, Provincial, Municipal or other government authorities as may be necessary to enable the Contractor to conduct its business in accordance with this Agreement. The Contractor will operate its business and will carry on and conduct all activities pursuant to this Agreement in compliance with all Federal, Provincial and Municipal law, ordinances, rules, regulations, by-laws and codes.

**13.05** Nothing herein will be construed as in any way constituting this a partnership among or a joint venture by the parties hereto, or be construed to evidence the intention of the parties to constitute such a relationship. Neither party will hold itself out contrary to the terms of this clause by advertising or otherwise, nor become liable or bound by any representation, act or omission whatsoever of the other party contrary to the provisions of this clause.

**13.06** The Contractor is at all times an independent contractor and is not under any circumstances an employee or agent of the City. All contacts, whether of employment or otherwise, entered into by the Contractor with respect to this Agreement, will be made by the Contractor as principal and not as agent of the City and the City will have no liability thereon.

- 13.07** This Agreement is the entire Agreement between the parties with regard to the matters dealt with in it, and there are no understandings or Agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the parties except as expressly set out in this Agreement. The consideration stated herein is the sold consideration and inducement for the execution of this Agreement.
- 13.08** Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it will be considered separate and severable from the remaining provisions of this Agreement, which will remain in force and be binding as though the said provision had not been included.
- 13.09** This Agreement will be construed and governed by the laws of the Province of Manitoba.
- 13.10** All references will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.
- 13.11** The insertion of headings is for convenience of reference only and will not be construed so as to affect the interpretation or construction of this Agreement.
- 13.12** The reference to any legislation in this Agreement will be deemed to include all amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.
- 13.13** The waiver by the City or the Contractor of the strict performance of any condition, covenant or Agreement herein contained will not constitute a waiver of or abrogate such or any other condition, covenant or Agreement nor will it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or Agreement.
- 13.14** This Agreement will not be modified, varied or amended except by an instrument in writing signed by the parties hereto.
- 13.15** Subject to Clause **13.17**, this Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, including successors in title, and assigns.
- 13.16** If two (2) or more persons are liable under the terms of this Agreement to the City, their obligations will be both joint and several.
- 13.17** This Agreement will not be assigned by the Contractor without the prior written consent of the City which consent may be arbitrarily withheld.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested by their proper officers authorized in that behalf all as of the day and year first above written.

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signatory  
I am authorized to bind the corporation.

\_\_\_\_\_  
Authorized Signatory  
I am authorized to bind the corporation.

**THE CITY OF BRANDON**

\_\_\_\_\_  
Greg Brown  
Director of Transportation Services

Schedule "A"

**Vehicle Specifications**

**1.1**      **General Seating**

All seat belts must be in good repair. This includes, but is not limited to:

- no tattered, worn or frayed straps; and
- no broken, missing or worn metal components.

**1.2**      **Additional Safety Requirements**

All Vehicles will be equipped with first aid kits, fire extinguishers and emergency pylons. All loose articles, containers, etc. in the Vehicle must be placed in a secured storage compartment at all times while the Vehicle is in use. All Vehicles shall be equipped with a seat belt cutter that is safely secured while not in use.

THIS AGREEMENT made in duplicate this      day of  
, A.D. 2026.

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BETWEEN:

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

- and -

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

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**TRANSCAB SERVICES**

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August 24, 2026

THE CITY OF BRANDON  
Transportation Services  
900 Richmond Avenue East  
Brandon, Manitoba  
R7A 7M1

Greg Brown  
Director of Transportation Services

Telephone: 204-729-2594  
Email: [greg.brown@brandon.ca](mailto:greg.brown@brandon.ca)