

## AGREEMENT

THIS AGREEMENT, which is made in duplicate, this \_\_ day \_\_\_\_\_ of 2021 a.d. by and between:

(hereinafter called the Contractor)

-and-

### **THE CITY OF BRANDON**

(hereinafter call the City)

WITNESSETH THAT; whereas the Contractor has represented to the City that he is skilled in the construction of the Work described in the Contract Documents, and well able to perform the same in accordance therewith;

NOW THEREFORE; The Contractor and the City undertake and agree that;

### **THE WORK**

The Contractor will;

- a) provide all the materials, unless otherwise indicated, perform all of the Work, finish in a good and workmanlike manner and fulfil all the obligations called for by the Contract Documents for the following Work:

STONE FENCE REHABILITATION – PHASE III, ITEM #L-16

- b) construct such additional Work, under the terms of this Contract, which may be ordered by the Director of Planning, Property & Buildings.
- c) complete the Work of this Contract as certified by Director of Planning and Buildings by \_\_\_\_\_. Time is of the essence of this Contract.
- d) maintain the Work, with respect to defects which are caused by omissions, faulty materials, and/or poor workmanship, in complete repair for a period of one year from the date of final completion as certified by the Director of Planning and Buildings.

- e) complete the Work within the time stated in the Contract, after which the Contractor shall be liable to pay to the City as liquidated damages and not as penalty, the sum of \$100.00 (One Hundred Dollars) for each calendar day past the above stated completion date that the Work or any portion thereof is not completed. The City reserves the right to release the Contractor from the Penalty Clause at the discretion of the City. Example: inclement weather

## **CONTRACT PRICE**

The Contract Price is ..... GST inclusive in Canadian funds, which price shall be subject to adjustments as may be determined in accordance with the General Conditions of the Contract.

## **PAYMENT**

Subject to applicable legislation respecting lien hold back percentages and in accordance with the provisions of the General Conditions of the Contract, the City will:

- a) pay the Contractor in lawful tender of Canada, by direct deposit for the specified materials and services, the amount which is stipulated above subject to such additions and deductions provided for in the Contract Documents.
- b) make payments on the basis of the Director of Planning and Buildings Certificates, in accordance with the provisions of the General Conditions of the Contract.
- c) upon substantial performance of the Work, as certified by the Director of Planning and Buildings, pay to the Contractor any unpaid balance of hold back monies then due.
- d) when all the Work under the Contract has been performed and certified by the Director of Planning and Buildings, pay to the Contractor any unpaid balance of the Contract Price then due.

## **CONTRACT DOCUMENTS**

The following documents for the restoration of a stone fence due to public safety concerns in Brandon, MB, together with this Agreement, constitute the Contract and include;

- The Specifications;
- The Bid supplied by the Contractor;
- The Drawings supplied by the Contractor;
- Addenda;
- The Standard Construction Specifications & General Conditions, and
- The City of Brandon Drawings, maps and pictures.

## **SUCCESSION**

The General Conditions of the Contract hereto annexed, and all the other Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to the law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, administrators, successors, and assigns.

## **ADDRESSES FOR NOTICES**

All communications in writing between the parties or between them and the Director of Planning, Property & Buildings shall be delivered or sent to the individual or the member of the Firm or to an officer of the Corporation for whom they are intended to the address listed below. Such notices shall be deemed to be received if delivered when delivered, or, if sent by prepaid mail or telegraph, when they should in due course of mail or telegraph service be delivered.

The City at:                      638 Princess Avenue  
    Brandon, Manitoba  
    R7A 0P3

The Contractor at:

IN WITNESS WHEREOF; This Agreement has been executed by the parties hereto on the day and year first above written.

**THE CITY**

The City of Brandon

**THE CONTRACTOR**

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Patrick Pulak  
General Manager of Development Services  
and City Engineer  
(Signature & Seal of City)

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Authorized Signatory  
  
I am authorized to bind the corporation  
(Signature & Seal of Contractor)

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For The City witnessed by  
(Signature of Witness)

Address of Witness

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Telephone

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For the Contractor witnessed by  
(Signature of Witness)

Address of Witness

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Telephone