

This Agreement for winter maintenance services made this ____ day of _____, 2017

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of "Owen Sound Highway Maintenance
Limited"

(hereinafter referred to as "IMOS")

-and-

The Corporation of the Town of Minto

(hereinafter referred to as the "Municipality")

WHEREAS Highways 9, 23 and 89 within the former Town of Harriston are under the jurisdiction of the Municipality and connect to Highways 9, 23 and 89;

AND WHEREAS IMOS will travel over Highways 9, 23 and 89 within the limits of the former Town of Harriston in order to maintain Highways 9, 23 and 89.

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highways 9, 23 and 89 within the limits of the former Town of Harriston and it is cost-efficient to provide such services.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highways 9, 23 and 89 within the limits of the former Town of Harriston upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highways 9, 23 and 89 within the limits of the former Town of Harriston from 12:01 a.m. October 15, 2017 until 11:59 p.m. April 30, 2018.

2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.

3. **Contacts:**

IMOS' contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:

M. McIsaac, Road Foreman
Town of Minto
5941 Highway 89
Harriston, ON N0G 1Z0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called “Claims”, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, provided such Claims are:

- a) attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property;
- b) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,
- c) made in writing within a period of (2) years from the date that the services are completed.

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$4,648.87 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2017 and February 28th, 2018.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Town of
Minto

Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to attempt to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality as soon as possible if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Snow removal adjacent to the through lanes will not be included in this agreement.