

EQUIPMENT OFFER

(hereinafter referred to as the "Contractor")

offers to provide:

The Rural Municipality of Lakeshore

(hereinafter referred to as the "Municipality")

With heavy equipment services on an "as and when required contract basis" in accordance with the terms of reference, conditions and rate herein. An Equipment Rental Agreement form will be completed and duly signed by both the Contractor and Municipality at the time of hire to form an agreement.

1.0 Listing of Equipment Types

- 1.1 The listing of heavy equipment types that may be required to provide services to the Municipality may include: crawler dozers, equipment transports, graders(with and without snow gear), skid steer, wheeled tractors, backhoes, excavators, loaders and gravel trucks. All available attachments for equipment should be noted along with the premium charged for use of said attachment.

2.0 Documentation

- 2.1 The Contractor shall complete a rate schedule that states the equipment type, make, model, year, attachments and rates and duly sign this Offer prior to hire. A current certificate of insurance and a letter from the Workers Compensation Board must also be submitted.

3.0 Insurance Requirements

- 3.1 All equipment hired by Municipality must be **insured** by the Contractor against loss or damage. **The Municipality shall not** be responsible for loss or damage occurring to the Equipment, **regardless of how, when or where** the damage occurs, and by signing this Offer, the Contractor relieves the Municipality and its employees from any and all responsibility for such loss or damage.
- 3.2 The Contractor shall effect, maintain and pay for **Commercial General Liability insurance** protecting the Municipality and the Contractor from and against any and all claims which may arise out of the Contractor's operation and handling of the Equipment during the rental period. The amount of such insurance shall be not less than **\$2,000,000** as to any single occurrence or claim. By setting the foregoing minimum coverage, the Municipality does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims such a representation. The Contractor acknowledges that it is solely responsible for the determining the adequacy of its insurance coverage.

4.0 Indemnification and Risk

- 4.1 The Contractor shall use due care in the performance of its obligations while on hire to ensure that no person is injured and no property is damaged or lost.
- 4.2 The Contractor shall be solely responsible for:
- a) any injury to persons (including death), damage or loss of livestock or property or infringement of rights caused by, or related to, the performance of the contract or the breach of any term or condition of this offer by the Contractor or its employees or agents of either of them.
 - b) any omission or wrongful or negligent act of the Contractor or its employees and agents of the Contractor; and
 - c) shall, save harmless and indemnify the Municipality, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses a) and b).

5.0 Worker's Compensation Act

- 5.1 The Contractor shall comply with all requirements of the Worker's Compensation Act of Manitoba. Should the Contractor fail to pay the Worker's Compensation Board premiums on the wages of all their employees, whether assessed or otherwise, by the Worker's Compensation Board, together with all compensation awarded by the said Board in respect to any accident occurring after the commencement of the services and deduct from monies due to or accruing due the Contractor under this Offer, a sum sufficient to pay all of such amount and may pay the same to the Worker's Compensation Board of Manitoba.
- 5.2 A Worker's Compensation Letter of Clearance confirming the Contractor is registered and in good standing with the Worker's Compensation Board must be attached to this Offer and is required prior to commencement of hire.

6.0 Workplace Safety & Risk Management

- 6.1 By entering into the Agreement, the Contractor acknowledges responsibility to fulfil the requirements of the *Workplace Safety and Health Act* and to ensure that the heavy equipment services are carried out in accordance with the Act and all applicable regulations.
- 6.2 Without limiting the generality of subsection 5.1 above, the Contractor represents and warrants that:
- a) it shall ensure, as far as reasonably practicable, that it will meet the requirements for the protection of workers as set out in the Act and the regulations made thereunder;
 - b) it has a workplace safety and health system or program applicable to the work being performed and shall carry out the heavy equipment services in accordance with the program;

- c) its employees, agents or subcontractors are properly trained and qualified to perform the heavy equipment services;
- d) it shall comply with all reasonable requests and directions made by the Municipality.

7.0 Heavy Equipment Attachments

- 7.1 Only the attachments requested and utilized during the hire period will be paid for and not all that is attached to the equipment.

8.0 Operator’s Performance/Termination

- 8.1 Where, in the opinion of the Municipality’s representative, an **operator fails** to meet any of the expressed or implied obligations in the Terms of this Offer, the **equipment and operator may be dismissed immediately** and not re-engaged until such time as the inadequacies that resulted in the dismissal have been remedied to the satisfaction of the Municipality’s Representative, or the Municipality may, in its sole discretion, terminate this offer.

9.0 Entire Agreement

- 9.1 This document and the contractor attached rate schedule contain the entire Agreement between parties. There are no undertakings, representations or promises, express or implied, other than those contained in the Agreement.

10.0 Severability

- 10.1 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

11.0 Agreement to Terms

- 11.1 I have read the terms of the Offer and hereby agree to provide the attached noted equipment for service to the Rural Municipality of Lakeshore at the rates specified and that the attached information is correct and the equipment will be available on an as and when required contract basis. Bid prices are as of January 1, 2022 and shall remain in effect until December 31, 2022. The following rates shall be used in determining heavy equipment rental charges for services provided to the Municipality. Only by mutual consent and agreement of both the Contractor and Municipality can these rates and charges be changed prior to expiration of the above period.

Signed and Sealed in the presence of:

Witness

Signature of Contractor/Representative

Name of Witness

Name of Contractor/Representative