

# EQUIPMENT RENTAL RATE AGREEMENT – 2023/2024

## Inter-Mountain Watershed District

Box 328  
 Ethelbert, MB R0L 0T0  
 Phone: (204) 742-3764  
 Fax: (204) 742-3721  
 Email: imwd.ethelbert@gmail.com



Box 449, 630 Central Ave.  
 Ste. Rose du Lac, MB R0L 1S0  
 Phone: (204) 447-2139  
 Email: imwd.sterose@gmail.com

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Town \_\_\_\_\_ Postal Code \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Revenue Canada Business # \_\_\_\_\_

This will be your authority to provide the under mentioned equipment at and for the prices or sums named and subject to the conditions hereinafter set out.

	<u>Type of Equipment</u>	<u>Make</u>	<u>Model</u>	<u>Rental Rate</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

*(if additional space is required please list equipment on separate sheet)*

### GENERAL CONDITIONS

1. Moving of Equipment: For equipment transport, the Inter-Mountain Watershed District (IMWD) shall pay the contractor the appropriate equipment transport rate for the transport of the necessary equipment to the project site. This time shall not exceed 1 (one) hour rental rate for one way only. The District shall consider additional transport costs for a project under certain circumstances, the details of which must be clearly set out in the Special Provisions (Bottom of Next Page) or be approved by the Project Supervisor or District Manager prior to the commencement of the project.
2. All rates indicated in this agreement shall include wages, meals, living quarters for the operator(s), and fuel, oil, grease, repairs, replacements, depreciation, interest and other costs pertaining to the operation of the equipment, unless specifically defined and agreed upon in the Special Provisions.

3. Equipment rental rates listed in this agreement must not exceed the rental rates outlined in the current Manitoba Heavy Construction Association Directory. All rates are subject to review by the IMWD.

4. **Payments at hourly rates shall be computed on the basis of actual operating hours, as recorded by equipment time cards and/or by a timesheet signed on site by the contractor and approved by the IMWD Manager, Project Supervisor, or his/her authorized representative. If time cards are not supplied and there is a discrepancy with the hours, the hours recorded by IMWD representative will be the hours used for payment.** Note the following exception: automobiles, trucks and trailers used intermittently, shall be paid for on the basis of the number of hours which they are required to be available for use on the project.

5. These rates are for the hire of equipment on an hourly rate, and have no bearing on project specific tenders or contracts.

6. Any projects awarded by contract or tender shall be charged at the tendered and/or negotiated cost for a specific project. No deviation from the project outline will be accept and no additional charges or other costs shall be incurred by the IMWD unless previously approved by the Manager and/or Project Supervisor.

7. All payments will be made following approval from the Manager and or Project Supervisor, and all work is to be carried out as directed by the Manager and/or Project Supervisor.

8. **The IMWD must be notified and be on site prior to commencement of any construction works and upon completion of these works.** All works must be previously approved by IMWD, and no additions or alterations of project details will be accepted unless first agreed upon by both parties. Cost of any non-approved works will not be paid by IMWD.

9. The contractor/equipment owner/operator shall indemnify and save harmless the District from any and all actions, claims, suits, demands, damages, injuries or other loss that may result of the construction operation and maintenance of the project.

10. Contractor must carry liability insurance. Proof of insurance may be required before commencing work.

11. The contractor/equipment owner must be registered and in good standing with the Workers Compensation Board. WCB# \_\_\_\_\_.

12. The contractor/equipment owner is encouraged to have certification or the equivalent training in the Manitoba COR/SECOR Certification Program or SAFE Work Manitoba's SAFE Work Certified Program. Certification Course \_\_\_\_\_

13. This agreement shall terminate **March 31, 2024.**

I hereby understand and agree to rent to the Inter-Mountain Watershed District the equipment set out at the rental rates as shown above, subject to the "General Conditions" and "Special Provisions" set out, which shall be part and parcel of the agreement.

\_\_\_\_\_  
Owner of Equipment/Contractor

**SPECIAL PROVISIONS**

1. \_\_\_\_\_

2. \_\_\_\_\_