

EQUIPMENT RENTAL RATE AGREEMENT - 2024/2025

Inter-Mountain Watershed District (IMWD)

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
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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 herein after.

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

(if addition space is required please list equipment on separate sheet and attach)

General Conditions

1. Moving of Equipment: For equipment transport Inter-Mountain Watershed District (IMWD) shall pay the contractor the appropriate equipment transport rate for the transport of necessary equipment to the project site. This time shall not exceed 1 (one) hour rental rate one way only. IMWD shall consider extra transport costs for the 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 commencement of the project.

2. All rates indicated in this agreement shall include wages, meals, living accommodations for the operator(s), fuel, oil, grease, repairs, replacements, depreciation, interest, and other special 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 IMWD.

4. **Payments at hourly rates shall be calculated 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 an IMWD Manager, Project Supervisor, or their authorized representative. If time cards are not supplied and there is a discrepancy with the hours, the hours recorded by an IMWD representative will be the hours used to calculate 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 accepted and no additional charges or other costs shall be incurred by IMWD unless previously approved by the Manager and/or Project Supervisor.

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

8. **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 IMWD from any and all actions, claims, suits, demands, damages, injuries, or other loss that may result from the construction operation and maintenance of the project.

10. Contractor must have liability insurance. Proof of insurance will 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 equivalent training in Manitoba COR/SCOR Certification Program or Safe Work Manitoba's Safe Work certified Program. Certification Course:_____.

13. This agreement shall terminate **March 31, 2025**.

I hereby understand and agree to rent to IMWD the equipment set out at the rental rates shown above, subject to the "General Conditions" and "Special Provisions" set out, which shall be part and parcel of this agreement.

Owner of Equipment/Contractor Signature

SPECIAL PROVISIONS
(attach on a separate sheet as required)