



R.M. OF ST. CLEMENTS

REQUEST FOR QUOTATION NO. RFQ-2020-01

EQUIPMENT RENTAL
FOR 2020 / 21

Prepared by

R.M. of ST. CLEMENTS
Public Works Department
1043 Kittson Road
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**R.M. of St. Clements
Request for Quotation
Equipment Rental
for 2020 / 21
RFQ-2020-01**

The Rural Municipality of St. Clements is seeking quotations from qualified bidders for hourly rates for Privately Owned Equipment for the 2020 / 2021 season.

Request for Quotation packages, including specifications and submission documents are available at the Public Works office, 155 CIL Road, or from the RM of St. Clements website, www.rmofstclements.com.

Sealed submissions clearly marked "Hourly Equipment Quotation, No. RFQ-2020-01" will be received at RM of St. Clements Administration Office, located at 1043 Kittson Road, East Selkirk, MB, up until 2:00 PM, Local Time on Wednesday, February 12, 2020.

All inquiries related to the Request for Quotation should be directed to Mr. Greg Elson at 204-482-3300.

The lowest or any hourly rate bid not necessarily accepted.

Greg Elson, CET
Public Works Department
1043 Kittson Road
Box 2, Grp 35, RR 1
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R.M. OF ST. CLEMENTS

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REQUEST FOR QUOTATION NO. RFQ-2020-01

RATES FOR RENTAL EQUIPMENT

FOR THE PUBLIC WORKS DEPARTMENT

SECTION 1.0

INSTRUCTION TO BIDDERS

SUBMISSION CONDITIONS

1.1 Sealed Envelope Required

Bids must be submitted on the forms provided, signed and with all required entries made clearly in ink, in a sealed envelope clearly marked with the bid number and the bidder's name and address.

Bids must be submitted to the address specified, clearly marked "Hourly Equipment Quotation, No. RFQ-2020-01", no later than the date and time specified. Bids received after the date and time specified will not be considered.

Bids may be withdrawn without penalty at any time prior to the time set for the opening of bids. Bidders who withdraw their bids between the time set for the opening of bids and the award of contract shall be liable to the R.M. of St. Clements for breach of contract.

1.2 Canada Post Delivered Request for Quotations

The R.M. of St. Clements assumes no responsibility for bids submitted through Canada Post to the RM of St. Clements. All bids must be received at the RM of St. Clements Office no later than the time stipulated on the bid. No consideration shall be given to delays in delivery of the mail.

1.3 Addendum

The bidders shall acknowledge receipt of all addenda by including the completed addendum receipt with their bid submission. Failure to include completed addendum receipt with the bid submission may result in the bid being rejected.

All addenda will be posted on the R.M. of St. Clements website (www.rmofstclements.com). If the Contractor has picked up and has completed all the information on the sign out sheet for a copy of the Request for Quotation from the Public Works Department, then the Department will fax (or email) the Contractor a copy of the Addenda once they have been issued. If the Contractor does not pick up and sign for a copy of the Request for Quotation from the Public Works Department, the Contractor is responsible for insuring that they inquire if Addendums have been issued and make the necessary arrangement to do so.

1.4 Serial Numbers

All equipment bids must be identified in writing in the bid submission by Make, Model, Year, Serial Number and unit number. Failure to include the Make, Model, Year and Serial Number may cause the equipment so bid to be rejected.

Before a piece of equipment is used or placed in our equipment for hire list, said piece of equipment may have to be inspected by the R.M. of St. Clements.

1.5 Workers Compensation

The Contractor shall be registered with the Workers Compensation Board (W.C.B.) and maintain the appropriate coverage while providing services for the R.M. of St. Clements.

The Contractor/Bidder shall submit, with their bid, their Workers Compensation Board firm number. Commencement of work will not be allowed prior to the confirmation of coverage with the Workers Compensation Board.

If the Contractor allows coverage to lapse while working for the Municipality, all operations of the contractor shall cease until the matter is resolved between the Contractor and the Worker's Compensation Board. The Municipality reserves the right to hire alternate Contractors during this time, or for the remainder of the work.

The R.M. of St. Clements will not be held liable for injuries or W.C.B. claims if the Owner/Operator has declined personal coverage from the W.C.B.

In the event of default of Workers Compensation coverage, the R.M. of St. Clements will withhold funds until the matter has been resolved to the satisfaction of the R.M. of St. Clements.

NOTE TO BIDDERS: "Confirmation of Coverage" is a letter from Workers Compensation Board stating that you are in good standing.

1.6 Taxes

Bid prices shall be based on only Provincial taxes in effect at the time and date set for final receipt of bids.

1.7 Contractor Code of Conduct, Ethical Responsibilities and Environmental Protection (CCEREP)

The Contractor/Bidder shall submit, with their bid/quotation, an executed copy of the Contractor Code of Conduct, Ethical Responsibilities and Environmental Protection Form (CCEREP).

**REQUEST FOR QUOTATION FOR EQUIPMENT RENTAL
FOR THE PUBLIC WORKS DEPARTMENT
FOR 2020 / 21**

SECTION 2.0

SPECIAL PROVISIONS

2.1 INTENT

This request for quotation is to establish pay rates for all classes of construction equipment identified in Section 3.0 for the period of March 1st, 2020 to February 28, 2021, inclusive.

2.2 ALL COSTS INCLUDED IN RATES QUOTED

All rates quoted shall include all costs of any nature whatsoever associated with the supply and operation of the equipment except the fuel escalation rates, including:

- a) Qualified Operators,
- b) Fuel, Oil, Lubrication and all Maintenance,
- c) Any and all overtime, including holidays, night shifts,
- d) Any and all travel time, to or from the project or construction site,
- e) Any and all mobilization and/or demobilization to or from the project or the construction site,
- f) Any and all attachments as noted on request for quotation form,
- g) All insurance, license fees and all other costs,

2.3 FUEL ESCALATION RATES

In an effort to share the risk of unstable fuel prices, the R.M. of St. Clements is incorporating in this Request for Quotation, a fuel escalator/de-escalator provision for hourly rates.

- a) The benchmark will be the **Bloomberg Index Price** for ULS Diesel in Winnipeg, as of February 1st, 2020 (www.gov.mb.ca/mit/contracts/pdf/bloomberg.pdf).
- b) On the first Friday following the first Monday of each month, the price posted by Bloomberg will be compared to the Benchmark Price.
- c) For every \$0.10 fluctuation (increase or decrease) from the Benchmark Price, the Contractors may adjust their hourly rate based on the fluctuation rates quoted on the Pricing Schedule

- d) The new adjusted hourly rates will come into effect the 1st of the following month.
- e) If no fluctuation rates are quoted then, the hourly rates bid will remain in effect with no change for the term of the Agreement.

2.4 EQUIPMENT RELIABILITY

Equipment which shows a history of breakdowns and/or not reporting for work will not be re-hired until it has been re-evaluated by the Public Works Manager or his designate and the owners so notified. The owner will be required to produce copies of work orders indicating that the machine has been repaired or that other problems have been rectified.

2.5 OPERATOR'S COMPETENCE & PERFORMANCE

The Operator shall maintain all equipment in good working order and shall perform all obligations expressed and implied in this Request for Quotation in a good and workmanlike manner. Where in the opinion of the Public Works Manager or his designate, an operator fails to meet the obligations expressed or implied in this Request for Quotation package, and without limiting the generality of the foregoing is:

- a) Unqualified or no valid Manitoba Driver's License, (The RM may request a copy of a valid driver's license)
- b) Is operating in an unsafe manner, or
- c) Is not performing satisfactory amount of work,
- d) Is not performing the work to the satisfaction of Public Works Manager or his designate,

The equipment and operator may be dismissed immediately and shall not be re-engaged until such time as the inadequacies that resulted in the dismissal have been remedied to the sole satisfaction of the Public Works Manager or his designate.

The Contractor must provide operator references complete with a contact name and phone number. The Contractor must also provide the operator's name, phone number, and years of experience on each piece of equipment listed.

2.6 ASSIGNMENT OF EQUIPMENT

Owners shall quote one rate only, for each class of equipment. Contractor equipment will be hired by the Public Works Manager or his designate.

The R.M. of St. Clements reserves the right to make the selection of equipment rental based upon equipment specifications, qualifications, operator experience, hourly rate, Contractor past history, equipment best suited for any particular job or availability of equipment at any particular time.

The R.M. of St. Clements also reserves the right to negotiate any of the rates listed within this Request for Quotation Package.

2.7 LIGHTING

- a) All equipment must be equipped with lighting to meet the requirements of the Highway Traffic Act and meet the minimum requirements in 2.7(b).
- b) All equipment as required by the Public Works Manager or his designate shall be equipped at a minimum with the following lighting, in good working order:
 - 1) At least two headlights.
 - 2) At least two rear running lights red in colour.
 - 3) If the machine is in excess of 2.05 meters wide, it must have at least four clearance lights, one green or amber light on each side at the front, facing frontward, and one red light on each side at the rear facing rearward.
 - 4) Turning signals front and rear.
 - 5) Stop light at rear.
 - 6) At least one oscillating or strobe amber light on special mobile machines (those as defined by the Highway Traffic Act).

2.8 SAFETY REQUIREMENTS

Subsequent to quotation, owners of equipment (and their employees) hired by the R.M. of St. Clements are responsible to familiarize themselves with and abide by any and all requirements, with regard to safety equipment and all other standards pertinent to the supply and safe operation of equipment quoted, as required by any and all applicable Federal, Provincial and RM of St. Clements By-Laws, orders, policy, procedures and regulations in force at the time this bid is accepted, or which may subsequently be enacted. Without limiting the foregoing, all operators shall have and use appropriate safety head wear, footwear, safety vests, and hearing protection.

All equipment listed below must come equipped with a back-up alarm:
Rubber tired backhoe loaders, Skid Steers rubber tire and track, Rubber tired loaders, graders, and any other piece of equipment deemed necessary by Public Works Manager or his designate.

The R.M. of St. Clements may request proof of Manitoba Government Safety for all trucks 1 Ton or over and trailers. Failure to provide proof of Safety may result in such notice being given, that the Contractor shall forthwith discontinue the work or such part thereof as the Public Works Manager or his designate shall require.

As a requirement under Part 26 of the Workplace Safety and Health Regulation, an employer must notify the Workplace Safety and Health Division (Division) that the employer intends to undertake excavation work and shall receive a registration number from the Division. An employer who proposes to make an excavation that is more than 1.5m (5') deep in which a worker is required or permitted to enter must notify the division to receive a serial number assigned to the excavation project. Proof of registration numbers shall be submitted to the R.M. of St. Clements as part of this RFQ and project specific excavation serial numbers shall be submitted on a project basis.

The R.M. of St. Clements may require a written "**Safe Work Procedure**" for each piece of equipment that is hired under this Request for Quotation, **no exceptions.**

2.9 INSURANCE

The Contractors must provide and maintain a comprehensive general liability policy in a minimum amount of \$2,000,000.00 all inclusive; such policy to name the R.M. of St. Clements as an additional named insured; and to contain a cross-liability clause, type of operation to be performed must be shown on policy.

A certified copy of the Policy is to be filed with the R.M. of St. Clements in a form satisfactory to the R.M. of St. Clements's Solicitor and as to financial details satisfactory to the Public Works Manager. An itemized copy of equipment insurance must be submitted listing all equipment with serial numbers that is bid to the Public Works Department.

All deductibles are to be borne by the equipment owner and not by the R.M. of St. Clements.

Failure to include the insurance with the bid shall result in the quoted equipment being omitted from the equipment list until such time as the required copy of the policy is received, reviewed and approved by the R.M. of St. Clements.

2.10 EQUIPMENT IDENTIFICATION

All equipment hired by the R.M. of St. Clements subsequent to bid must be clearly labeled indicating Contractor's name and unit number as indicated on the Schedule of Prices.

Letters and numbers used for identification purposes must be a minimum of four inches (4") in height and positioned in such a manner as to be clearly visible when standing at either side of the machine. Equipment will not be allowed to work until it is properly identified, unless approved by Public Works Manager or his designate.

It is absolutely imperative that equipment numbers on equipment are indicated on R.M. of St. Clements daily log forms.

2.11 DAILY LOG FORMS

All equipment suppliers and/or their employees operating hired equipment for the R.M. are required to complete R.M. of St. Clements daily log forms at the end of each work shift or when work is completed or otherwise terminated. Daily log forms must be completed so as to indicate date, location of work, Contractor's name, equipment unit number, description of equipment, start and finish time using 24-hour clock, equipment rate, operating hours, operator's signature and operator's name printed if signature is not clearly legible. These daily log forms are to be signed by the Public Works Manager or his designate. For projects lasting longer than one (1) day, daily log forms may be used for multiple days providing this use of the log forms is approved by the Public Works Manager or his designate.

Failure to properly complete the above-mentioned daily log forms will result in delay of payment for the shift involved until such time as the daily log form is corrected and resubmitted.

Continued failure to properly complete daily log forms may result in Contractor's equipment being removed from the equipment list.

2.12 SUBSTITUTIONS, REPLACEMENTS AND AVAILABILITY

a) Substitutions

In the event equipment as quoted is not available when called due to breakdown or other circumstances resulting in short term non-availability of the equipment, the R.M. of St. Clements may allow substitution of such equipment providing;

- 1) The substitute equipment is, in the opinion of the Public Works Manager or his designate at least equal in all respects to the equipment for which it is substituted, and;
- 2) The equipment, for which the substitute is being made, has worked under the terms of and as a result of this bid.

All substitutions must be approved by the Public Works Manager or his designate prior to such equipment commencing work. Any equipment substituted by the contractor without formal approval in advance, shall not be entitled to any compensation.

b) Replacements

In the event the equipment supplier sells or otherwise disposes of a piece of equipment on the equipment list, the equipment supplier shall be allowed to replace that piece of equipment providing the replacement is, in the opinion of the Public Works Manager or his designate, at least equal in all respects to the equipment it is replacing, and provided the piece of equipment being replaced has worked under the terms of and as a result of this bid (minimum of eight hours work).

All requests to allow replacement of quoted equipment which has been disposed of shall be submitted in writing to the R.M. of St. Clements, Public Works Department, 155 CIL Road, box 2, Grp 35, RR 1, East Selkirk, MB, R0E 0M0

The Public Works Manager or his designate reserves the right, at any time, at his discretion, to ask for proof that a unit quoted is in fact owned or leased by the bidder. This proof may be means of physical inspection of equipment or submission of suitable documentation as deemed appropriate by the Public Works Manager or his designate.

2.13 FAILURE TO SUPPLY EQUIPMENT WHEN CALLED

In the event that equipment is not available or cannot otherwise be supplied when called, no further attempt shall be made by the R.M. of St. Clements to employ such equipment until the equipment supplier involved informs the Public Works Department in writing, of the availability of the equipment.

2.14 WITHDRAWAL OF EQUIPMENT PRIOR TO LAYOFF

Should a piece of equipment be withdrawn from operation prior to layoff without permission of the Public Works Manager or his designate, the piece of equipment will not be considered for work until an explanation indicating a delay beyond the reasonable control of the contractor has been provided in writing.

If the aforesaid written explanation indicates that the withdrawal is for a reason beyond the control of the contractor, the Public Works Manager or his designate may, but shall not be obligated to, rehire the equipment.

2.15 PAYMENT FOR LOW BED TRAILERS

Equipment being transported by low bed will not be paid while in transit as mobilization and / or demobilization is included in the hourly bid as stipulated in section 2.2.

Due to, but not limited to equipment breakdown, a piece of equipment has to be transported from the job site prior to lay off or is not available to continue working, and is substituted by or replaced with another piece of equipment from the same equipment supplier, no payment will be made for low bed trailer used for transporting to the job site, the substitute or replacement piece of equipment.

2.16 METHOD OF PAYMENT

Payment for hired equipment shall be processed through the R.M. of St. Clements Accounts Payable System. Payment shall be made at least monthly, within 28 days of the end of the month of submission of invoice, subject to (and not limited to) proper documentation of work tickets by the equipment suppliers, the equipment list being used, and correct machine responding to the list. Payments of Invoices shall also be subject to the following criteria being met:

- a) The Contractor shall submit written invoices in a form acceptable to the R.M. of St. Clements on the 1st and 15th of each month, at the end of a project or at other times as designated by the Public Works Manager or his designate.
- b) Invoices shall be based on the actual hours the equipment is operated, as recorded on the Daily Log Forms initialed by the Contractor's Operator and certified by the Director or his designate, multiplied by the applicable rates (exclusive of HST) and subject to any deductions as may be otherwise provided in this Request for Quotation.
- c) No interest will be paid on overdue or disputed invoices.

All payments are subject to the approval of the Public Works Manager or his designate for overseeing the work within the R.M. of St. Clements.

2.17 SUSPENSION AND REMOVAL FROM THE EQUIPMENT LISTS

Suspension from the callout lists may be made by the Public Works Manager or his designate in their absolute discretion for any failure on the part of the operator or supplier of the equipment to meet any of the obligations in the Request for Quotation and shall include, but shall not be limited to:

- a) Equipment mechanical condition,
- b) Operator attitude, ability or actions,
- c) Failure to report to assigned job,
- d) Failure to report at assigned time,
- e) Working without being assigned by the Public Works Manager or his designate,
- f) Failure to bring equipment in for inspection,
- g) Failure to properly complete work tickets,
- h) Low productivity.

After suspension, the equipment supplier will be requested to explain the circumstances that caused the suspension. The Public Works Manager or his designate may, at their discretion, ask

for, but not be limited to:

- a) Operator to be tested by Public Works Manager or his designate.
- b) Equipment to be repaired and inspected after repair.
- c) Monitor equipment and operator in the field.

Removal from the equipment list may be initiated by the Public Works Manager or his designate for repeated instances of unacceptable performance.

The Public Works Manager or his designate may notify the Contractor to discontinue all work or any part thereof, under this Request for Quotation by a written notice to be served upon the Contractor should any of the following conditions arise:

If the Contractor should abandon the work, if adjudged bankrupt, if general assignment for the benefit of creditors be made, if a receiver or liquidator should be appointed in respect of assets or if he fails to comply with an order of the Public Works Manager or his designate given pursuant to any of the provisions of this bid or if he should fail to make prompt payment of wages, or accounts for the purchase or rental of material or plant or disregard by-laws and statutory regulations or if he commits and other breach of the provisions of this bid, which if the opinion of the Public works Manager or his designate indicates an unwillingness or inability upon the part of the Contractor to carry out the terms thereof.

Such notice being given; the Contractor shall forthwith discontinue the work or such part thereof as the Public Works Manager or his designate shall require.

2.18 EQUIPMENT SUPERVISOR

The Public Works Manager or his designate are responsible for controlling and administering the day-to-day operation of the system for hiring construction equipment for their respective divisions. They have the following major functions:

- Hiring and assignment of all construction equipment,
- Re-assignment of equipment,
- Maintenance of equipment lists,
- Maintenance of records with respect to hired equipment,
- Scrutiny of equipment and complaints.

All inquiries related to the Equipment Rentals should be directed to the Public Works Department, 155 CIL Road, East Selkirk, MB, R0E 0M0, (204) 482-3300, and you will be contacted by the Public Works Manager or his designate.

2.19 DAMAGE AND ERROR CLAIMS

The Contractor is responsible for all damage caused by his equipment and any damage shall be reported to the Public Works Manager or his designate overseeing the works or project.

The Contractor shall be responsible for all errors caused by his equipment and operators and any cost incurred by the Contractor either by way of causing the error or rectifying the error shall be the responsibility of the Contractor. All errors shall be reported to the Public Works Manager or his designate overseeing the works or project immediately upon notification of an error. All errors shall be followed up in writing by the Contractor stating the cause of the error, who the error was reported to and how the error was rectified.

The Municipality may, at the discretion of the Public Works Manager or his designate, waive the responsibility of the Contractor for damages and/or errors, if the damages and/or errors were caused as a result of the direction of the works by the Municipality.

2.20 GRIEVANCES

Grievance shall mean a dispute between the Contractor/Operator and the Municipality concerning the interpretation, application, administration or alleged contravention of this Quotation Package.

The procedure for discussing, processing and settling grievances shall be as follows:

- a) All grievances relating to Equipment Rentals and/or selection of contractors shall be brought forward to the Public Works Manager or his designate overseeing the works or project.
- b) Any grievance not settled by the designate of the Public Works Manager overseeing the works or project shall be brought forward to the Public Works Manager.
- c) Any grievances not settled by the Public Works Manager shall be submitted in writing to the CAO, Public Works Manager and the Committee of the Whole. The Committee of the Whole will review the concern, and will address the concern in one of the following manners;
 - Advise the CAO or Public Works Manager to respond to the contractor in writing.
 - Have the contractor attend a meeting as a delegation.
 - Make recommendation to Council.
 - Dismiss the concern with no further action required.

2.21 OWNERS OF EQUIPMENT AND THEIR EMPLOYEES

The owner, owner/operator and/or operator of the equipment supplied under this Request for Quotation shall be considered an independent contractor who will work under the direction of the

Public Works Manager or his designate and it is acknowledged and agreed that such person shall be a servant of the owner of the equipment and shall not be considered an employee of the R.M. of St. Clements.

2.22 ASSIGNMENT OF CONTRACT

Bidders shall not assign or subcontract any portion of work covered by this Request for Quotation.

2.23 NOTICE OF LAYOFF

The R.M. will attempt to give notice of layoff before end of shift on day of layoff. Failure to provide notice of layoff shall not be construed that payment is owed by the R.M. for failure to give notice.

2.24 REST BREAKS

The Contractor shall not be compensated for rest breaks or meal breaks except as outlined below.

If operational requirements permit, the Public Works Manager or his designate may, at their discretion, allow one paid coffee break per four hours of work up to the maximum extent of fifteen minutes. The fifteen minutes for the coffee break shall include travel time to and from the job site. Coffee breaks cannot be accumulated nor will payment be owed by the R.M. for coffee breaks not granted or taken.

APPENDIX "A"

R.M. OF ST. CLEMENTS

2020 / 21 REQUEST FOR QUOTATION FORM

EQUIPMENT RENTAL

SUBMISSION:

The following Request for Quotation is hereby submitted to:

THE R.M. OF ST. CLEMENTS
EAST SELKIRK, MANITOBA

(Hereinafter called the "MUNICIPALITY")

On behalf of:

Name

Address

(Hereinafter called the "CONTRACTOR")

The Contractor agrees to furnish all labour, equipment and miscellaneous material required for the **EQUIPMENT RENTAL** to/for the Municipality, all in accordance with the accompanying Specifications.

Prices quoted shall only include the actual cost of the equipment per hour. Government Sales Tax (GST) shall be extra on all invoices.

OPENING:

All bids will be opened in the office or place of address stated in the bid notice shortly after the closing date and time of the bid.

The Request for Quotation shall indicate here any conditions which may affect the quoted price(s):

APPENDIX "B"

EQUIPMENT RENTAL

TELEPHONE LIST FOR CALLING OUT EQUIPMENT

The following list shall be completed and submitted with the bid:

COMPANY NAME: _____

ADDRESS: _____

BUSINESS TELEPHONE NUMBER(S) _____

<u>RESIDENTIAL PHONE NUMBER</u>	<u>CELL PHONE NUMBER</u>	<u>NAME OF COMPANY OFFICIAL/OPERATOR</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATE: _____

APPENDIX "C"

EQUIPMENT RENTAL
COMPANY INFORMATION

Please provide information as below:

Company Name _____

Address _____

Contact Name _____

Contact Phone (w)_____ (cell)_____

Contact Fax _____

Contact email _____

Please provide information also as below:

Operators Name _____

Operators Cell _____

Operators Phone _____ (w) _____ (h)

Workers Compensation # _____

Letter of Confirmation of W.C.B. coverage included Yes No

R.M. of St. Clements Business License Yes No

Is Your Company C.O.R. (Certificate of Recognition) Yes No

**Does Your Company Have a "Safe Work Procedure"
For Each Piece of Equipment Being Quoted** Yes No

\$2,000,000 Liability Insurance (proof of coverage included) Yes No

Company References

Company name, number and contact person

1. _____

2. _____

3. _____

Signature: _____

Date: _____

APPENDIX "D"

(CCEREP FORM)

Contractor Code of Conduct, Ethical Responsibilities and Environmental Protection Form

[a] Principle 1: Compliance with the Federal, Provincial, and Municipal Laws and Regulations

It is the primary responsibility of all contractors to comply with laws and regulations that are prescribed by the relevant Government Agencies and Regulatory Authorities. The main contractors are mandated to ensure that all appointed sub-contractors also comply with these laws and regulations.

[b] Principle 2: Respect for the Municipality, Community and Individual

Maintaining a respect for the Municipality, Community and Individual and refrain from making misleading, denigrating or factually inaccurate statements which denigrates, disparage or belittles the Municipality, Community or Individual employee or ratepayer.

[c] Principle 3: Importance of Quality, Skills and Standards

Promptly acknowledging and taking appropriate action on repairing all construction errors and reporting to the Public Works Manager all construction errors including a report on how the error was rectified. Promptly acknowledging and taking appropriate action on all complaints including reporting to the Public Works Manager all complaints received from individuals (ratepayers) along with a report on how the complaint was handled.

[d] Principle 4: Importance of Safety and Health and Environmental Protection

The contractor acknowledges that Safety and Health, including Environment Protection is of the utmost importance to the R.M. of St. Clements and its ratepayers. The contractor must take all reasonable measures to ensure the protection of the environment and in particular the protection of the aquifer and water resources of the Municipality and the Contractor must report incidents which are required to be reported under Provincial legislation to both the Provincial authorities and the Public Works Manager along with a report of the intended course of action to contain the environmental incident.

A failure to follow these Principles could result in the revocation of any contract awarded to the Contractor or form the basis for the refusal of by the Municipality to award future contracts to the Contractor.

Signature of Witness or Seal

Signature of Contractor

Date