



**Saskatchewan
Ministry of
Environment**

Wildfire Management Branch
Box 3003, Hwy. 2 North
Prince Albert, SK. S6V 6G1

January 18, 2019

Dear Contractor:

Wildfire Management Branch (WFM) is establishing pre-approved "Agreement for Hire of Equipment with Operator". These agreements will be used to hire equipment for fire suppression, pre-suppression, reclamation, road maintenance and other projects. The pre-approved agreement (contract) is used as an eligibility list but is not a guarantee of hire.

Equipment will be hired based on operational need and rate competitiveness. The 2019 Ministry of Environment rate guide is included as the suggested rate. Some equipment may not be included. Providing additional information regarding general application of these pieces of equipment will be useful for staff conducting the selection for hire.

Enclosed are the following:

- Ministry of Environment Rate Guide
- Agreement for Taxi/Bus

Be advised that:

- It is the responsibility of the contractor to ensure that equipment meets all safety standards and is in good working order. (See section 6 of the agreement)
- All equipment will be checked against a branch checklist upon arrival at each project
- The contractor must provide a copy of valid registration for all hired equipment (if applicable) upon arrival at each project
- The contractor must provide proof of insurance (A letter or statement of coverage from your insurance agent – minimum of \$1,000,000 liability insurance) upon arrival at each project. The Contractor shall have the required insurance in full force and effect prior to commencing any work under this Agreement.
- Contractors must adhere to WHMIS2015 and TDG guidelines

In order to have your equipment pre-approved for hire, WFM requires the following:

- Completed Agreement for Taxi/Bus form in legible print
- Copy of registration for each unit with a license
- Proof of insurance (A letter or statement of coverage from your insurance agent – minimum of \$1,000,000 liability insurance)

New this year, we are accepting images and scanned copies of completed agreements. If you would like to submit via email please print the agreement on legal landscape paper (8"x14"), date and sign. The submitted image or scanned copy must be clearly legible.

Please submit your completed equipment package by email, mail or in person to:

Wildfire Management Branch
Box 3003, Hwy. 2 North
Prince Albert, SK. S6V 6G1
Attention: Heavy Equipment Support
Phone Heavy Equipment Support: (306) 953 - 3400 or
Logistics Coordinator, Mobile Assets: (306) 953 - 3475
Email: heavy.equipmentsupport@gov.sk.ca

Agreements received by WFM will be reviewed for completeness, approved and a copy returned to the contractor by mail or email. Incomplete agreements may be returned for more information or not approved. Please contact our office if you do not receive your approved copy within three weeks of submitting it.

A contract number will be issued to your company upon the first hired assignment.

If you have any questions please call, email, send us a letter or drop into our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Trevor Reed', with a large, stylized flourish extending to the right.

Trevor Reed A/ Logistics Coordinator – Mobile Assets

AGREEMENT FOR TAXI/BUS

THIS AGREEMENT made this _____ day of _____ 20____ **BETWEEN**
HER MAJESTY THE QUEEN in Right of the Province of Saskatchewan as represented by Minister of Environment (the "Minister") and

Contractor Name: _____
(Legal Company Name – Please Print)

Address: _____

Email: _____

Commencement Date: APRIL 1, 2019 Completion Date: MARCH 31, 2020 **Maximum Amount Payable** \$25,000.00

THE CONTRACTOR HEREBY AGREES TO PROVIDE THE FOLLOWING EQUIPMENT OPERATION ON REQUEST FOR THE MINISTRY OF ENVIRONMENT RELATED WORK WHEN REQUESTED BY AN AUTHORIZED MINISTRY OFFICIAL AND TO RESPOND AND MOBILIZE IMMEDIATELY FOR ACTION AS DIRECTED, AND FOR DURATION(S) AS REQUIRED.

1 TYPE OF MACHINE	2 MAKE/MODEL/YEAR	3 ATTACHMENTS LIST HERE	4 MINISTRY ASSIGNED UNIT NO.	5 WORKING RATE/KM WITH CONTRACTOR'S FUEL	6 STANDBY RATE/HR (on site ready for work)	7 WORKING RATE/KM W/ MINISTRY'S FUEL

A standard Operator only rate of \$28.00 will be used to compensate operators who are required to perform duties other than operating their equipment

TERMS OF REFERENCE:

1. Column 7 – rates when Ministry supplies fuel.
2. All registered vehicles use license plate number for Ministry assigned unit number.
3. Truck and lowbed, use lowbed license plate number as unit number.
4. Column 5, 6, & 7 – rates include operator wages.

SPECIAL CONDITIONS:

- A. EQUIPMENT PICK-UP POINT IS _____
- B. ALTERNATE LOCATION(S) WHERE EQUIPMENT MAY BE LOCATED _____
- C. OTHER _____

SIGNED, SEALED AND DELIVERED in the presence of:

HER MAJESTY THE QUEEN
in the right of the Province
of Saskatchewan, as represented
by the Minister of Environment

SIGNED:

MINISTER

CONTRACTOR

DATE

DATE

THE PARTIES AGREE AS FOLLOWS: Ministry of Environment

1. Express Warranty of Fitness

- a) The Contractor warrants that the equipment supplied will be fit for the particular purpose of the Minister.
- b) The parties agree that if the equipment delivered under this contract is not as warranted, the Minister will not be liable for any amount whatsoever.

2. Laws and Permits

- a) Prior to performing any work, the Contractor shall, at its own expense, obtain any necessary approvals, licenses, permits and authorizations required for the work. The Contractor acknowledges that the Minister has made, and makes, no representations respecting the acquisition by the Contractor of any approval, license, permit or authorization which may be required by any law of Saskatchewan, or any other right or privilege from any federal, provincial or municipal department, agency or official.
- b) The Minister will pay for over dimension permits but not for change of class permits.

3. Prohibited Use

- a) The equipment shall not be used, operated or driven:
 - i. In violation of any terms and conditions of this agreement;
 - ii. In violation of any of the provisions of the Criminal Code of Canada; or,
 - iii. Recklessly or in a manner which would endanger the safety or property of others.

4. Delivery

- a) The Minister will only be responsible for the cost of delivery from the Point of Hire to the designated work site.

5. Payment

- a) Any payment due to the Contractor shall not occur until:
 - i. The Minister is in receipt of a clearance notification concerning the status of the Contractor's file with the Workers Compensation Board.
- b) Payment will be made within 30 days after receipt of the invoice. The Government of Saskatchewan does not pay fees or interest on overdue accounts until 45 days past due.
- c) The lowest cost, most appropriate equipment closest to the work location will be hired first, circumstances permitting. The Minister reserves the right not to hire equipment placed at fires on speculation of being hired.
- d) Travel time will be paid only if accommodations are not available at the work location as identified by the Minister
- e) The Government of Saskatchewan is a GST exempt entity and, therefore, it is the Contractor's responsibility to ensure the Minister is not charged GST.
- f) Payment by the Minister under or pursuant to this Agreement is subject to an appropriation being made by the Legislature of the Province of Saskatchewan for the services to be provided under this Agreement in the fiscal year of the Minister in which the liability to pay arises, as per section 33(2) of The Financial Administration Act, 1993 of the Province of Saskatchewan.

6. Inspection

- a) The Contractor agrees that prior to accepting the equipment the Minister may at any time conduct an inspection to determine the quality and acceptability of the equipment. All such inspections are conducted for the sole benefit of the Minister, and shall not release the Contractor from the responsibility of providing the Equipment for fitness of purpose.
- b) If the Minister identifies a deficiency, the Equipment will not be accepted and the Contractor will be required to reimburse the Minister for any delivery expense paid by the Minister unless the Equipment is subsequently rectified and accepted by the Minister.

7. Reporting of Accidents and Theft

- a) The Minister shall, as soon as possible, report to the Contractor any collision or damage and, in the case of theft or vandalism involving the equipment, notify the police in addition to the Contractor.

8. Title

- a) Title to the equipment shall at all times remain with the Contractor, and the Minister at its expense shall protect and defend the title of the Contractor and keep it free of all claims and liens other than the rights of the Minister hereunder and claims and liens created by or arising through the Contractor.

9. Labour and Wages

- a) The Contractor warrants that the Contractor and/or persons it employs is competent to perform the work, adequately trained, and meets the training standards set by the Minister.
- b) The Contractor shall pay any assessments that may be required by The Workers' Compensation Act, 2013 and shall otherwise comply with that act where applicable and shall deliver to the Minister if requested a certificate from the Workers' Compensation Board showing that the Contractor is registered and is in good standing with the Board prior to signing the contract.
- c) When the Contractor is not eligible for coverage with the Workers' Compensation Board, in accordance with paragraph b), the Minister shall deduct, from the Contractor's pay, the required premiums and submit such premiums to the Workers' Compensation Board.
- d) The Contractor acknowledges and agrees that it is an independent contractor, independent of the Minister, and has no authority to act as an agent of the Minister.
- e) The Contractor acknowledges that it is an employer as defined in The Saskatchewan Employment Act and The Occupational Health and Safety Act and that it shall, as condition of this Agreement, comply with the provisions of those acts, and any regulations from time to time made pursuant to those acts.

10. Insurance

- a) The Contractor shall, at its own expense and without limiting its liabilities herein, provide and maintain the following insurance coverage with carriers, on forms and with coverage and endorsements satisfactory to the Minister in its sole discretion:
 - i. General liability in an amount not less than \$1,000,000 per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and non-owned auto liability.
 - ii. Such additional insurance policies and coverage as the Minister reasonably requests from time to time.
 - iii. The Contractor acknowledges that these are the minimum insurance requirements that have been established by the Minister. No representation or warranty of any kind is made by the Minister as to the completeness or suitability of this insurance and the Contractor shall determine and satisfy itself that it has appropriate and sufficient coverage to satisfy its own risk and insurance requirements, and to cover its obligations under this Agreement
- b) The Contractor shall have the required insurance in full force and effect prior to commencing any work under this Agreement. At the request of the Minister, the Contractor shall provide evidence satisfactory to the Minister of all required insurance in the form of a Certificate of Insurance. On request, the Contractor shall promptly provide the Minister with a certified true copy of each policy. All such insurance policies shall ensure that the coverage provided will not be materially changed or cancelled until thirty days after written notice of any such change or cancellation has been given to the Minister.

11. Indemnification

- a) The Contractor shall indemnify and save harmless the Minister, the Government of Saskatchewan and all their respective employees, agents and representatives against all costs, claims and actions for bodily injury, death or property loss or damage arising from the operations or purported operations of the Contractor or its servants, employees, contractors or agents pursuant to this Agreement or from any failure by the Contractor to comply with this Agreement.
- b) Neither the Minister, the Government of Saskatchewan, nor any of their respective employees, agents or representatives shall be responsible in any way for injury to the Contractor (including death) or for loss of or damage to any property belonging to the Contractor or any other person, howsoever caused, unless such injury, loss or damage is caused solely by the willful act or gross negligence of the Minister.
- c) This section shall survive the expiration or termination of this Agreement

12. Termination

- a) The Minister may, in its sole discretion immediately terminate this Agreement in the event of:
 - i. The Contractor makes or allows a material default under any of the terms; conditions, or undertakings of this Agreement;
 - ii. When the services, as needed by the Minister, are no longer required;
 - iii. An Act of God, flood, fire, reduction or loss of access, unsuitable weather, natural disaster, withdrawal of labour in a labour dispute, inability to obtain supplies or materials, or any other cause beyond the reasonable control of the Minister; and
 - iv. The Contractor becoming insolvent or making an assignment or being petitioned into bankruptcy, or making an assignment for the benefit of creditors, or a receiver or liquidator being appointed with respect to all or a portion of the Contractor's business or property.
- b) In the event of clause 12a) i), the Minister may at its sole discretion:
 - i. Serve notice to the Contractor allowing work to proceed, giving the Contractor a deadline for compliance to rectify the default to the satisfaction of the Minister; or
 - ii. Serve notice to the Contractor stopping further work, giving the Contractor a deadline for compliance to rectify the default to the satisfaction of the Minister.
- c) In the event of termination of this Agreement, the Contractor shall be entitled to be paid hereunder for the work satisfactorily performed to the date of termination, less any amount owing to the Minister under this Agreement. The Minister shall not be liable for any expenses, damages or losses sustained by the Contractor due to any such termination, and the Contractor hereby releases the Minister and all its officers, employees and agents from all such claims.
- d) In the event of termination or expiration of this Agreement, the Contractor shall immediately return to the Minister all of the Minister's property in the Contractor's possession.
- e) In the event of termination of this Agreement, in accordance with clause 12a) or 12c), the Minister may employ such means as the Minister deems necessary to complete the work.

13. Assignment

- a) The Contractor shall not assign this Agreement or sub-contract any of the work without the prior written consent of the Minister.

14. Miscellaneous

- a) No amendment of this Agreement or waiver of any of the terms and provisions shall be valid unless effected in writing and signed by both parties.
- b) Time is in all respects of the essence in this Agreement.

2019 Buses, Taxicabs & Van Rates Ministry of Environment

BUS WITH OPERATOR

SIZE AND TYPE	RATE/KM	STANDBY RATE/HR
Highway Coach	\$2.50	\$64.00
School Bus – 50+ Passengers	\$2.05	\$50.00
School Bus – 30-49 Passengers	\$1.92	\$44.00
School Bus – 29 Passenger or less	\$1.66	\$38.00

TAXICAB & VAN WITH OPERATOR

SIZE AND TYPE	RATE/KM	STANDBY RATE/HR
15 Passenger & Larger Van	\$1.32	\$38.00
10-14 Passenger Van	\$1.19	\$38.00
Under 10 Passenger Van	\$1.13	\$31.00
Taxicab	\$1.06	\$31.00