

Annex C – Scope of Services

1. Contractor's Scope of Supply

a) Plant and Equipment

1.1.1 The Contractor shall price for the supply of an excavator with an operator with a **minimum of two (2) years** excavator operation experience. The machine shall be a minimum of 40,000 lbs. with grapple attachment and bucket or thumb/bucket combination and minimum reach of 18 feet.

1.1.2 The machine shall be in a good state of repair (safe and sound operator cab, working brakes and well-functioning engine and drivetrain etc.) The machine shall have metal tracks. The machine shall have full 360 degree swing capability. The machine shall have no/minimal fluid leaks and the Contractor will be responsible for repairing and subsequent cleanup of any contamination arising from fluid leaks emanating from the machine. All rates given shall include for mobilization and transportation of machine to and from the site. Contractor shall provide specified equipment and what is required to keep the equipment in a safe operational condition. Equipment will be delivered within the timeframe agreed.

b) Workmanship and Materials

1.2.1 All workmanship as specified shall be to the entire satisfaction of the Ministry's on-site representative who may reject any workmanship which are, in his opinion, unsatisfactory for the purpose intended or which are not in accordance with the Contract Documents. Any such workmanship will be corrected at the Contractor's expense.

1.2.2 The Contractor is to include for the provision of all equipment, tools, plant, etc. that is necessary for the completion and proper execution of the work. All to be in good condition and safe to operate.

1.2.3 The Contractor shall not, in the course of the works, use any tools, plant or equipment belonging to the Ministry of Public Works without the prior consent of the on-site representative. Such consent shall not operate as a warranty as to the fitness of such tools for the purpose of the contract, and shall be used at the risk of the Contractor. In addition, the Contractor must confine his employee(s), materials and plant as directed by the Ministry's on-site representative or his authorized representative.

1.2.4 The Contractor must confine his employee(s) and plant to the area directed by the Ministry's on-site representative and must limit their access to the means agreed and shall be responsible for maintaining the original condition of the existing area. The Contractor's employee(s) shall not cause any nuisance, trespass or detriment.

c) Fire Precautions

General - The Contractor must take all reasonable precautions to prevent the outbreak of fire and must include all costs in complying with the requirements of this document. The issue of these requirements does not relieve the Contractor of his statutory requirements and for taking other reasonable precautions to minimize risk.

d) Injury, Damage and Insurance

1.4.1 Injury or Death - The Contractor shall be liable for and shall indemnify the Government or a Public Officer against any expense, liability, loss, claim or proceedings whatsoever

Annex C – Scope of Services

in respect of personal injury to or death of any person arising out of the course of, or caused by, the carrying out of the work.

- 1.4.2 Debris - The Contractor shall at all times keep the site free of debris to the satisfaction of the Ministry's on-site representative
- 1.4.3 Security - The Contractor shall include for, and be solely responsible for, the protection and safety of the works, public and employee(s) during progress of the works.
- 1.4.4 Normal working hours - The normal working hours shall be Monday to Friday 7:30am to 4:00pm with a one (1) hour lunch break (7.5 paid hours per day) and Saturdays 7:30am to 12:00pm (4.5 paid hours). The facility will be closed on all Public Holidays. Where works are unavoidable outside the normal hours or necessary for saving life or property or for the safety of the works, the agreed enhanced rate will apply.
- 1.4.5 Site Location - Works will be carried out at the Ministry of Public Works Airport Waste Facility, Cahow Way, St. Georges.

The Contractor shall be responsible for the following;

- a) The safe operation of the equipment provided.
- b) All costs associated with the equipment maintenance and operation
- c) The performance of maintenance and repair work in an environmentally sound manner that precludes spilling oil or fuel or other contaminants.
- d) Reporting any fuel or oil spills immediately to the on-site representative and cleaning up such spills in a manner acceptable to the Ministry.
- e) Maintaining the equipment storage area in a clean condition and removing any unrelated materials from the site.
- f) Disposing of waste materials in a manner acceptable to the Ministry.
- g) Providing the employer with a daily time sheet detailing the daily hours of use, downtime of the equipment and additional hours, if incurred.
- h) Ensuring their employee(s) work the full 7.5 hour day, Monday to Friday and 4.5 hours on Saturdays
- i) Ensuring their employees follow and carry out all instructions from the Ministry's site representatives.
- j) Ensuring the equipment is available and on-site 24/7 for the contract period. Substitute equipment will be required to be provided by the Contractor at his cost to cover periods of unavailability including scheduled service and breakdown. If the Contractor is unable to secure a replacement piece of equipment within two (2) working days, the Ministry will procure the services from another vendor for the period of downtime and charge the Contractor for any incurred charges.
- k) The Contractor's employee(s) is courteous to members of the Ministry and the public at all times. If at any time a disagreement should arise with a member of the public, the Contractor's employee(s) is to direct the member of the public to contact the on-site representative.
- l) The Contractor's employee(s) does not solicit gratuities in any manner from the Ministry staff or the public.
- m) The Contractor may work additional hours only if pre-approved by the Ministry's on-site representative in advance and shall invoice for additional hours at the specified hourly rate for additional hours, only if the timesheet indicates those additional hours.

All workers under the employ of the Contractor, including any sub-Contractors it may employ, shall comply with the Health and Safety at Work Act 1982 and, at a minimum, wear at all times:

- n) A hard hat
- o) Metal toe safety boots
- p) Reflective vests.

Annex C – Scope of Services

The following list is inclusive but not exhaustive of tasks that will be required under the agreement:

- q) Digging various types of material;
- r) Loading and offloading various types of materials from transporting vehicles;
- s) Crushing car/truck bodies and other material for landfilling;
- t) Creation of landmasses by placing various materials including steel, car bodies and other inert materials into landfill area for compaction;
- u) Other operations as directed by the on-site representative.

2. Ministry's Scope of Supply

The on-site representative (Ministry's representative) shall be responsible for the following:

- a) Direction of the day-to-day operations of the site activities including the equipment provided by the Contractor (this does not relieve the obligation on the Contractor's operators to employ the equipment only in a safe manner).
- b) Provide the Contractor access to the site to deliver the services under the scope of supply
- c) Evaluate quality of service provision and provide this feedback to the Contractor and their onsite representative.