



**Tender  
Water Meter Reading Service  
ES-2025-01**

**DUE:  
11:00 AM (Local Time)  
JANUARY 27, 2025**

**Deliver To:**  
*(and have delivery acknowledged)*  
**Grant Machan  
Director of Environmental Services  
80 Gore Street East  
Perth, ON  
K7H 1H9  
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# 1.0 – INFORMATION FOR VENDORS

## 1.1. SCOPE OF SERVICES

In consideration of the obligations stipulated herein, the parties hereto covenant and agree that the Contractor shall provide to the Town services related to the reading/reporting of all residential, commercial, and industrial water meters in the Town of Perth.

Without limiting the generality of the foregoing, the Contractor shall:

- Read all water meters in the Town of Perth according to the attached schedule (Schedule A) and mapping (Appendix A).
- Regularly report readings to the Billing Clerk of the Town of Perth using the prescribed reporting materials.
- Investigate readings that appear to be irregular (i.e. high or low).
- Report to the Billing Clerk as soon as possible any water meter or remote meter head that appears to be malfunctioning so Field staff can address immediately.
- Report to the Billing Clerk as soon as possible any location where a meter or meters cannot be accessed, including a statement of the reason.
- As soon as practical, read meters outside of the normal schedule when specially requested to do so (e.g. upon the date of closing of a property transaction).
- Once per year, check for synchronized operation of all older style remote reading devices with the actual water meter.
- When requested to do so by the Billing Clerk, re-read any meter that appears to be inaccurate or malfunctioning. Other related duties agreed to by the Town and the Contractor

## 1.2. CONTRACTOR OBLIGATIONS

The Contractor shall, at all times during the Term:

- Maintain not less than \$5,000,000 in liability insurance, with the Town as a named insured. A copy of the insurance policy will be filed with the Town upon the commencement of the contract and the Town shall be advised of any proposed changes to the insurance coverage.
- Provide to the Town a current copy of a police background check, satisfactory to the Town.
- Maintain fidelity bonding, in a form satisfactory to the Town, in an amount not less than \$10,000.

## 1.3. EQUIPMENT SUPPLIED BY THE TOWN

The Town will provide the Contractor with the following equipment/supplies:

- Photo identification, which must be displayed at all times when the Contractor is actively on duty.
- Meter reading cards and binders.
- Touchread remote reader.
- It is the responsibility of the Contractor to notify the Town in the event of loss or damage to any of the above items.

#### **1.4. EQUIPMENT SUPPLIED BY THE CONTRACTOR**

To carry out the requirements of the contract safely and efficiently, the Contractor shall supply and utilize the following equipment:

- CSA approved head and foot protection.
- Brightly coloured safety vest.
- Flashlight.
- Adjustable/extendable mirror.
- Pencils or other writing materials.
- Transportation.

#### **1.5. ASSIGNMENT**

Under no circumstances will the Contractor assign or sublet the whole or any part of the Agreement without the prior written consent of the Town.

#### **1.6. WSIB COVERAGE**

Pursuant to the rules of the WSIB, if the Contractor is deemed by the WSIB to be an “Employee” under the Workplace Safety and Insurance Act, then the Contractor is entitled to benefits and the Town will pay the required premium. If the WSIB determines that the Contractor is an “Independent Operator”, the Contractor may elect or decline coverage however in the case they elect coverage the Contractor is responsible for paying their own premiums.

#### **1.7. GENERAL TERMS AND CONDITIONS**

While performing the services under the Agreement, the Contractor acknowledges that he/she is not an employee of the Town of Perth but an independent contractor, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Contractor shall reimburse the Town for any expenses it may have to pay as a result of the Contractor neglecting to do so.

The Town, at its sole discretion, reserves the right to periodically review the Contractor’s performance during the term of this Contract.

The Director of Environmental Services of the Town of Perth shall be responsible for administering this contract on behalf of the Town.

#### **1.8. TERM**

The term of the Agreement shall be for three (3) years, commencing March 1<sup>st</sup>, 2025, until February 29<sup>th</sup>, 2028. Upon negotiation and mutual agreement of the parties hereto, the Term may be extended for a further period of one year, until February 28<sup>th</sup>, 2029.

#### **1.9. SUBMISSION AND BIDDING**

Bidders shall complete the Bid Form (Appendix B) identifying monthly rates for the term of the Agreement including the optional fourth year.

## **1.10. TERMINATION**

The Agreement may be terminated by either party without cause at any time upon the provision of ninety (90) days written notice to the other party at the following address:

Corporation of the Town of Perth  
c/o Chief Administrative Officer  
80 Gore Street, East  
Perth, ON  
K7H 1H9

## SCHEDULE 'A'

ANNUAL READING SCHEDULE		
January	West	Residential
February	East	Residential
March	West	Residential
April	East	Residential
May	West	Residential
June	East	Residential
July	West	Residential
August	East	Residential
September	West	Residential
October	East	Residential
November	West	Residential
December	East	Residential

- Meters must be read at the regularly scheduled time (first 10 business days of each month)
- All residential meters are to be read on a Bi-monthly rotation, and the commercial/industrial meters are read every month.
- Residential sections are read the first five business days of the month.
- Commercial/Industrial meters are read the next five business days following the residential readings

### METER READING WARDS

#### **East Ward (books E1 – through E10)**

- All residences (south) of Peter Street
- Six books containing approximately 1050 homes

#### **West Ward (books W1 – through W10)**

- All residences West of North St.
- Seven books containing approximately 1200 homes

#### **Commercial/Industrial (books M1 through M6)**

(Location of these meters are scattered throughout the town. They are to be read monthly.)

- Downtown Core
- Industrial Drive & Rogers Rd
- Highway #7 Corridor
- Six books containing approximately 325 businesses/industries.

# APPENDIX 'A'



## APPENDIX 'B'

### BID FORM

The undersigned Tenderer offers to provide, unless specified otherwise, all labour necessary to complete all the work as set out in the Contract Documents

Year	To	From	Monthly Charge (excluding HST)
1	March 01 2025	February 28 2026	
2	March 01 2026	February 28 2027	
3	March 01 2027	February 29 2028	
(Optional) 4	March 01 2028	February 28 2029	

SIGNED \_\_\_\_\_

DATED \_\_\_\_\_

NAME OF TENDERER \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

POSTAL CODE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_



## APPENDIX C

### CORPORATION OF THE TOWN OF PERTH AGREEMENT

This Agreement made in triplicate this \_\_\_\_ day of \_\_\_\_\_.

**BETWEEN:** The Corporation of the Town of Perth  
(Hereinafter referred to as “the Town”)  
**OF THE FIRST PART**

**AND:**  
(Hereinafter referred to as “the Contractor”)  
**OF THE SECOND PART**

**WHEREAS** authority is given under the *Municipal Act* for the Council of the Town of Perth to engage in contracts for the purpose of providing services;

**AND WHEREAS** the Council of the Corporation of the Town of Perth is desirous of engaging **xxxxx** to perform Water Meter Reading Services;

**NOW THEREFORE** the Town and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services and undertake the work as set out in the Tender Document No. ES-2025-01 for the project (attached hereto as Schedule ‘A’) and as described in the proposal submitted by the Contractor and dated **xxxxx** (attached hereto as Schedule ‘B’), all documents forming part of this Agreement.
2. The Contractor represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any contracting services or employment or enter into any agreement in conflict with this Contract. The Contractor agrees to disclose potential conflicts of interest that may arise during the term of this Contract.
3. The Contractor shall not assign or sublet the whole or any part of this Contract without the prior written consent of the Town, unless the use of sub-Contractors is expressly stated in the proposal submitted by the Contractor and accepted by the Town.
4. The Contractor acknowledges that while performing the services under this Contract, that it is not an employee of the Town of Perth, and as such shall be responsible for the

payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Contractor shall reimburse the Town for any expenses it may have to pay as a result of the Contractor neglecting to do so.

5. The Town agrees to pay the Contractor the fees and associated disbursements for the service provision associated to an upset limit of \$ xxxxx, exclusive of HST over the three (3) year term of this agreement. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Town. This additional approval will be done by means of the "Change Order" process.
6. The Contractor will invoice the Town monthly for the service that has been completed at key intervals as set out in Section 1 (Information for Vendors) and of rates stated in the Bid Form (Appendix 'B'). Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved service provision. The Town hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Contractor and the Town, the Contractor and the Town hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Contractor will cooperate with the Town's auditor with respect to any financial matters involving business between the Contractor and the Town.
9. The Contractor shall, at all times during the term of this Agreement, maintain not less as per Section 1.7 of the Proposal Document (Schedule 'A') with the Town as a named insured. A copy of the insurance Certificate shall be filed with the Town upon the commencement of the Agreement and the Town shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. The Contractor shall be responsible for coordinating said services with the Treasury department of the municipality to ensure uninterrupted service delivery. The Contractor shall identify a support structure to ensure coverage during times of illness or accident, etc..
11. All information collected by the Contractor in the performance of the services described herein shall be considered to be the property of the Town and shall be surrendered to the Town immediately upon request for same. It is understood that in the collection of any

information, that the Contractor will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Town.

12. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Town and the Contractor.

13. This Agreement shall be subject to the applicable laws of Canada and Ontario.

14. Both the Workplace Safety and Insurance Board (WSIB) Clearance Certificate and proof of Insurance shall be provided to the Town prior to the signing of the Agreement.

## **THE CORPORATION OF THE TOWN OF PERTH**

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Judy Brown, Mayor

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Amanda Noël, Clerk

## **CONTRACTOR**

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“I/We have the authority to bind the Corporation”