

CLEAR HILLS COUNTY ANNUAL EQUIPMENT REGISTRY TENDER 2018-13

DOCUMENTS ENCLOSED

- Introduction, Instructions To Bidders, General Conditions & Special Provisions (9 Pages) – Retain for your records
- Annual Equipment Registry Policy 3211 – Retain for your records
- Hiring of Equipment Procedure 1221-02 – Retain for your records
- 2019 Hourly Equipment Registry Agreement for Participation – Complete and return
- Equipment Registration Bid Sheet– Complete and return
- Marked Envelope – To return completed documents in

DOCUMENTS THAT MUST BE RETURNED

Please return these completed documents in the envelope provided:

1. Hourly Equipment Registry Agreement for Participation
2. Equipment Registration Bid Sheet

NOTE: Contractors are required to provide a bid rate for each unit of registered equipment.

EQUIPMENT REGISTRY CLOSING TIME & DATE

**4:00 p.m. MST
Friday, January 4, 2019**

**Ensure your documents are dropped off at the office;
313 Alberta Avenue, Worsley Alberta**

OR

Mailed to Clear Hills County, Box 240, Worsley, Alberta T0H 3W0

**This Tender must be in a sealed envelope, clearly marked
'TENDER 2018-13; 2019 HOURLY EQUIPMENT REGISTRY'**

EQUIPMENT REGISTRY OPENING TIME & DATE

**10:00 a.m. MST
Monday, January 7, 2019**

INQUIRIES REGARDING EQUIPMENT REGISTRY

Any inquiries can be submitted to:

Ron Jensen
Public Works Manager
Clear Hills County
Box 240
Worsley, AB T0H 3W0

Fax: (780) 685-3960 Phone: (780) 685-3925

CLEAR HILLS COUNTY EQUIPMENT REGISTRY

INTRODUCTION

The intent of the annual hourly equipment registry is to obtain a list of available equipment and attachments to perform work on short-term projects,

Short-term project is defined as any project anticipated at 1-5 days in duration and under \$25,000 total cost per project.

Clear Hills County is seeking annual quotes on an hourly basis for these small projects on individual pieces of equipment. This will eliminate the need for seeking quotes from contractors each time a new small project is identified. Please review the entire document and follow instructions to submit Tender to be included on the '2019 Annual Hourly Equipment Registry List'

A copy of the Executed Agreement will be available to you upon request.

Please note that this process does not identify rates for equipment and attachments for use on the following:

Programs:

- Regravel
- Spot Gravel

Other:

- Contracts, programs or projects independently advertised.
- Purchase of sand, gravel, dirt etc.

Projects:

- Exceeding 5 days in duration
- Exceeding \$25,000 in total cost per project
- Identified for tender by the County.

INSTRUCTIONS TO BIDDERS

1. You may use the attached form '2019 HOURLY EQUIPMENT REGISTRATION BID SHEET' to submit quotations. The '2019 HOURLY EQUIPMENT REGISTRY AGREEMENT FOR PARTICIPATION' must be completed and submitted with the Registration Form. *** Proof of WCB and Acceptable Insurance relevant to equipment listed must be provided upon request. ***
2. All requested information must be provided. Any changes or corrections to the information provided must be initialed by the Bidder prior to submission.

Additional quotation forms, if required, may be obtained at the Clear Hills County office or photocopied by the Bidder.
3. The equipment type (crawler tractor, motor grader, gravel truck, etc.), make, model, serial number and year for each unit must be listed. All motor graders must have model number and type indicated.
4. Quote the hourly rate for each power unit. As per Clear Hills County Procedure No. 1221-02, clause 1.2: Equipment will be paid at the quoted hourly rate, not to exceed the rates established in the current Alberta Road Builders' and Heavy Construction Association Equipment Rental Rates Guide.
NOTE: No additional fees or service charges above hourly quoted rate will be considered.
***Example: Fuel surcharge. ***
IMPORTANT* DO NOT FILL IN THE WORDS "BOOK RATE" AS A QUOTE.**
5. List all attachments complete with hourly rate per attachment available for use with each power unit (example: dozer, scraper, packers, etc.).
IMPORTANT* DO NOT FILL IN THE WORDS "BOOK RATE" AS A QUOTE.**
6. The form must be signed by the Owner or Officer of the company and the signature witnessed. The Owner or Officer of the company and witness' name must also be typed or printed.
7. The '2018 ANNUAL EQUIPMENT REGISTRY TENDER' must be returned in a sealed envelope marked "Tender 2018-13, 2019 HOURLY EQUIPMENT REGISTRY", at the address shown in the 'Special Provisions', no later than 4:00 p.m. MST, Friday, January 4, 2019
8. The Bidder's name and address must be shown on the upper left hand corner of the envelope to enable the County Office to identify it if the Bidder submits a written request to withdraw the tender before the time set for opening tenders.
9. Clear Hills County does not assume responsibility for any errors or misunderstandings which may result from the Bidder requesting rental rate information from the Alberta Roadbuilders and Heavy Construction Association "Current edition of the ARHCA Equipment Rental Rates Guide. A copy of the current edition of the guide will be available for reference at the front counter during regular business hours.

GENERAL CONDITIONS

DEFINITIONS AND INTERPRETATION

In these conditions, unless the context requires a contrary meaning:

BIDDER – means the individual, partnership, or corporation submitting a quotation.

AGREEMENT – means the written agreement covering the supply and operation of the quoted equipment.

CONDITIONS – means all conditions, schedules, special provisions and requirements contained in the agreement.

CONTRACTOR – means the individual, partnership, or corporation agreeing to supply the quoted equipment.

MANAGER – means Clear Hills County, Public Works Manager or duly authorized representative, appointed by the Public Works Manager to act for the purposes of this particular agreement.

HAULING CONTRACTOR – means the individual, partnership, or corporation agreeing to supply the hauling of equipment to the Contractor for the mobilization and/or demobilization of the Contractor's equipment.

THE COUNTY – means Clear Hills County.

EQUIPMENT – means all machinery, tools, plant, commodities, articles and items furnished by the Contractor.

MATERIALS – means all types of aggregate and materials used for road construction and maintenance.

WORK – means all or part of the work performed by the Contractor under the terms of the Agreement, and as directed by the Manager.

1. SUBMISSION OF QUOTATIONS

- 1.1 The quotation submitted by a Bidder may be submitted on the forms provided and must include the name and address of the Bidder. All requested information must be included.
- 1.2 The quotation must be signed by the Bidder and must be witnessed or bear the Bidders official seal.

2. POWER UNITS

- 2.1 Unless otherwise stated in the Special Provisions, the hourly rate quoted will be for the power unit only.

3. ATTACHMENTS

- 3.1 Attachments will be paid at the contractor's bid rate. (Bid rate not to exceed the rates established in the current edition of ARCHA)

4. COMPLETION OF EQUIPMENT LIST

- 4.1 The Bidder must provide for each unit, the type, make, model, year, serial number and hourly rates for each piece of equipment, on the quotation form.
- 4.2 A list of available attachments for each unit is required on the quotation form, complete with an hourly rate for each attachment.

5. DISQUALIFICATION OF BIDDERS

- 5.1 The right to reject any or all quotations is reserved by the Manager, and the lowest or any quotation may not necessarily be accepted. The quotation may be rejected if the document contains conditional or alternative bids, incomplete bids or other irregularities. Only one quotation from a Bidder will be considered. Reasonable grounds for believing that any Bidder is involved in more than one quotation may cause the rejection of all quotations in which the Bidder is involved. Any or all quotations will be rejected if in the opinion of the Manager, collusion exists among Bidders, and none of the participants in such collusion will be considered in future requests for quotations.

6. SELECTION OF EQUIPMENT CRITERIA

- 6.1 The Manager will select the equipment based on the following criteria:
 - lowest quoted hourly rate
 - suitability and condition of the equipment
 - location of the equipment in relation to the work site and as per Clear Hills County current policies and procedures

- as determined by the scope of project
- operator experience may also be relevant criteria for selecting the equipment to be used

6.2 The power unit must have suitable attachments to be considered for hire.

6.3 Additional pieces of equipment, if needed, will be chosen based on the selection criteria beginning with the next lowest quote.

6.4 The Manager may limit the number of units hired from one owner. The nature of this process does not guarantee any contractor's equipment will be kept together on a per project basis or that more than one unit will be used from any contractor at a given time.

7. TERMINATION OF AGREEMENT

7.1 The Manager reserves the right to terminate the Agreement at any time. If the Agreement is terminated, all rights and obligations of both the Contractor and that of Clear Hills County, up to the date of termination remain in full force and effect.

8. PERFORMANCE

8.1 The Contractor shall:

- provide any or all units and attachments quoted, when requested by the Manager;
- maintain the equipment in good condition for the duration of the Agreement;
- supply competent operators;
- not remove equipment from the job site without prior approval from the Manager;
- provide service satisfactory to the Manager.

8.2 Failure to comply may result in termination of the Agreement by the Manager. If the Agreement is terminated, the Contractor shall arrange and be responsible for the cost of removing his Equipment from the job site.

9. EQUIPMENT BREAKDOWN AND REPLACEMENT

9.1 In the event of Equipment breakdown, the Contractor may replace the unit with a similar unit with prior approval of the Manager. The replacement unit will be paid at the same hourly rate quoted for the original unit.

9.2 The Contractor shall arrange and be responsible for the cost of all equipment moves related to Equipment breakdown and replacement.

10. EQUIPMENT UPGRADING AND REPLACEMENT

10.1 If the Contractor chooses to upgrade his Equipment with a newer, similar unit, he may do so with prior approval of the Manager. The replacement unit will be paid at the same hourly rate quoted for the original unit.

10.2 The Contractor shall arrange and be responsible for the cost of all equipment moves related to Equipment upgrading and replacement.

10.3 Contractors may add or delete equipment from this list at any time during the year in which the Contractor has equipment registered. Additions will be considered last for hire.

11. INDEPENDENT CONTRACTOR

11.1 It is the responsibility of the Contractor to comply with all legislated regulations and standards and Clear Hills County policies that relate to the delivery of the service and operation of the equipment used.

11.2 The Contractor shall be considered an independent contractor, shall provide the equipment identified, and shall maintain it in good condition for the duration of the Agreement.

11.3 The Contractor shall provide skilled and experienced operators.

12. INSURANCE

12.1 The Contractor shall, without limiting his obligations and at his own expense:

- Maintain Comprehensive General Liability Insurance in the amount of not less than \$5,000,000 inclusive per occurrence, (annual general aggregate, if any, not less than \$2,000,000), against bodily injury, personal injury, and property damage including loss of use of the property. Such insurance shall extend to include insurance against liability assumed under written contract on the terms sufficient to cover the indemnification clause of this Agreement.
- Where such risk exists, have the Comprehensive General Liability Insurance amended to include a Broad Form Property Damage endorsement for coverage of existing property in the Contractor's care, custody and control.
- Where applicable, maintain an "All Risks" builder's risk, installation floater or other property policy adequate to repair or replace the work in the event of loss or damage. Where Clear Hills County is providing materials, the policy shall extend to cover the Contractor's legal liability for property of Clear Hills County.
- Maintain Automobile Liability Insurance including owned and non-owned vehicles in the amount of not less than \$5,000,000 inclusive.
- Be responsible for providing insurance against loss or damage to his equipment. Clear Hills County, unless they are negligent, shall not be responsible for any loss or damage to the equipment.

12.2 The insurance required herein shall be with an insurer licensed to do business in Alberta and shall be maintained in full force effect for the duration of the Agreement and any extension thereof.

12.3 No work shall be performed until the Agreement has been executed by both parties thereto, and the liability insurance has been accepted by and filed with Clear Hills County.

12.4 Evidence of all required insurance, in the form of a current Certificate of Insurance, must be provided upon request.

13. WORKERS COMPENSATION

13.1 The Contractor shall, at his own expense, provide and maintain Workers Compensation coverage for himself and all his employees.

13.2 The Contractor must provide the Manager with proof of valid Workers Compensation Coverage upon request.

13.3 The Contractor's equipment must meet all safety regulations under the Workers Compensation and Occupational Health and Safety Acts.

14. MANAGER'S AUTHORITY

14.1 The Manager has the authority to regulate and direct hours, locations and nature of the work.

14.2 The Manager has the authority to suspend the work.

14.3 Upon receiving notice to suspend work, the Contractor shall immediately stop working and shall not remove any equipment from the job site without permission of the Manager.

14.4 The Contractor shall not have any claim for compensation or damages against the Department for any suspension, stoppage, hindrance or delay of the Work from any cause whatsoever.

14.5 The Manager will order or conduct random spot checks for proof of all required paperwork including WCB, Insurance and other relevant documents at any time.

15. GOODS AND SERVICES TAX

15.1 All payments made by Clear Hills County to the Contractor under this Agreement shall include an allowance for the Goods and Services Tax.

15.2 All quotes shall exclude any allowance for the Goods and Services Tax.

16. CONTRACTOR'S DUTY AND INDEMNIFICATION

16.1 The Contractor and all persons subject to his direction, management, and control is under duty to use due care to ensure that no person is injured or property damaged in the prosecution of the work and will at his own expense make such provisions as may be necessary to avoid any such injury or damage.

16.2 The Contractor will indemnify and hold harmless Clear Hills County, its employees and agents from any and all claims, demands, actions and costs whatsoever that may rise directly or indirectly out of any action or omission of the Contractor, his employees or agents in the performance of the Work.

16.3 Such indemnification will survive the Agreement.

17. OCCUPATIONAL HEALTH AND SAFETY ACT

17.1 The Contractor will familiarize himself, his employees and agents with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding of the responsibilities given and the compliance required. The Contractor acknowledges his responsibilities as either "principal contractor", "employer" or "worker" as defined in the Occupational Health and Safety Act, and that he will, as a condition of the Agreement, comply with the Occupational Health and Safety Act and Regulations thereunder.

18. POLLUTION CONTROL

18.1 It is the Contractor's responsibility to familiarize himself with the applicable legislation and regulations concerning pollution control, obtain all necessary permits and approvals and to conduct his operations according to the legislation and regulations.

18.2 The Contractor will clean up any waste from his work that may cause pollution, and if he fails to do so, the Manager may without further notice, arrange the clean-up at the expense of the Contractor.

19. PAYMENT

19.1 The Contractor must submit an invoice no less than once monthly or upon completion of each project along with detailed daily time tickets attached.

19.2 The Contractor must include the following information on each invoice for the period invoices:

- Invoice number
- Clearly state that it is an INVOICE;
- Description of unit and attachments with approved rates
- Dates worked showing daily hours
- Division where work was being done
- Daily time tickets, signed by an authorized Clear Hills County official, identifying location and division of work, type of work done and daily hours
- GST number must be on the invoice

19.3 Payment will not be processed unless Worker's Compensation Board (WCB) coverage is in good standing.

19.4 The cost associated with the haul of equipment shall be shown as a separate line item on the invoice before the Manager will authorize payment.

SPECIAL PROVISIONS

2019 HOURLY EQUIPMENT REGISTRATION

1. DELIVERY OF QUOTATIONS

- The '2019 HOURLY EQUIPMENT Registration' quotations are to be submitted in a sealed envelope clearly marked "**TENDER 2018-13, 2019 HOURLY EQUIPMENT REGISTRY**", no later than 4:00 p.m. MST, Friday, January 4, 2019 to Clear Hills County office, 313 Alberta Avenue, Worsley Alberta,
- OR mailed to Clear Hills County, Box 240, Worsley, Alberta, T0H 3W0

- It is your responsibility to ensure that all instructions are read and followed.

*******FAXED OR EMAIL QUOTES WILL NOT BE ACCEPTED*******

2. EQUIPMENT REQUIREMENTS

2.1 The Department requests rates for the following types of Equipment:

- Self Propelled Compaction Equipment
- Crawler Tractors
- Excavators
- Rubber Tired Loaders
- Skid Steer Loaders
- Track Type Loaders
- Motor Graders
- Motor Scrapers
- Farm and Industrial Tractors
- Wheel Tractors - Loader/Backhoes
- Loaders with weigh scales
- Water Trucks
- Tandem Axle Picker Trucks
- Truck Mounted Welder with Operator/Welder
- Steamers
- Brush Equipment (i.e. gyro-tracks, seppis...)
- Roadside Mowing equipment
- Gravel Trucks
- Skidders
- Feller Bunchers
- Line locators

2.2 The Bidder is advised that the Manager reserves the right to inspect the Equipment before entering into the Agreement.

3. GRAVEL TRUCKS

3.1 Bidders are invited to quote for the haul of materials based on an hourly rate only. Work requiring the purchase and placement of material may be tendered separately. The bidders shall provide the truck and/or available trailer capacity separately in the space provided on the Registration bid sheet, marked "Capacity"

3.2 This hourly quote does not apply to the regular annual gravel haul. *See Policy 3211

3.2.1 The Owner or Officer of the Company are required to attend a startup meeting, prior to commencement.

3.2.2 A current legal tare weight from a certified scale for each truck and trailer must be provided prior to startup. This tare weight will be used in locations where a weigh scale is not provided and a loader equipped with a weigh scale and printout is used.

3.2.3 Clear Hills County will pay for loads up to Alberta Transportation legal limits.

4. WATER TRUCKS

- 4.1 Quotations submitted for Water Trucks must include information regarding the current vehicle, stating tare weight of truck and volume of water per tank.
- 4.2 Bidders are responsible for securing all water sources, unless otherwise provided by Clear Hills County.
- 4.3 Bidders are advised selection and payment will be based on legal loaded capacity.

NOTE: This quote may not apply to water truck provision for the annual re-gravel program. This service may be tendered separately, if required.

5. STEAMERS

- 5.1 The equipment must be adequate to sufficiently complete required task/tasks.
- 5.2 No separate payment will be made for the following, without permission by the Manager. These costs shall be considered incidental to the work and included in the Quoted Hourly Rate.
 - The operator and operator's helper utilized in the performance of the work.
 - All personnel or labor utilized in the performance of the work

6. ATTACHMENTS

- 6.1 Bidders are advised that attachments will only be paid for if the Manager has pre-authorized the requirement for attachment/attachments.
- 6.2 Service trucks are not considered an attachment to any equipment/machine. Clear Hills County maintains that service trucks are solely the responsibility of the Contractor and no reimbursement for the use of service trucks will be considered.

7. AGREEMENT PERIOD

- 7.1 The Agreement period shall be from the date of acceptance of quotation to the date of the following years' annual equipment registry tender opening.

8. EQUIPMENT MOVES

- 8.1 As per Clear Hills County's Hiring of Equipment Procedure 1221-02 the following conditions will apply:
 - Mobilization rates will be quoted at an hourly rate for the first 50 km plus a mobilization rate if the haul distance is further than 50 km. The Contractors base of operation land location will be listed with the contact information.
 - The County will pay for equipment moves both to and from the work site if the project is considered to be a small job (i.e. less than two days in duration). If the job exceeds two days, the County will normally pay for the move to the work site only. Public Works Superintendent/Manager is, however, authorized to use his/her discretion regarding the payment for equipment moves when special circumstances warrant.
- 8.2 Equipment will be utilized based on location, mob/demob, and equipment productivity potential and in accordance with the current tendering and purchasing policy.

9. DISCLOSURE OF INFORMATION

- 9.1 The Manager reserves the right to disclose the information contained herein to government agencies or municipalities.