



**Clear Hills County  
313 Alberta Ave  
Box 240  
Worsley, AB  
T0H 3W0**

**DESCRIPTION:**

**2022 Annual Equipment Registry**

**REFERENCE #: 2021-21**

**Tender Closing Time:**  
January 7, 2022  
4:00 p.m. Local Time

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## 1.0 Invitation to Submit Tenders

1.1 Return these completed documents if the envelope provided:

- 1.1.1 Hourly Equipment Registry Agreement for Participation
- 1.1.2 Equipment Registration Bid Sheet

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

### 1.2 Inquiries

- 1.2.1 Refer all Tender inquiries to Terry Shewchuk, Public Works Manager by phone 780-685-3925, fax 780-685-3960 or email to [terry@clearhillscounty.ab.ca](mailto:terry@clearhillscounty.ab.ca)

### 1.3 Tender Return

- 1.3.1 RFT will be received at Clear Hills County office no later than 4:00 p.m., local time, on January 7, 2022. RFT submissions must be sealed and enclosed in envelopes marked with the RFT number and addressed to:  
Clear Hills County  
313 Alberta Ave  
PO Box 240  
Worsley, Alberta  
T0H 3W0  
Attn: **Terry Shewchuk**
- 1.3.2 Faxed or electronic Tenders will not be accepted. Clear Hills County does not recommend sending RFT by Courier due to limited Courier Services. Tender number must be clearly marked in the subject line or on coversheet.
- 1.3.3 Each Tender must be addressed to Clear Hills County in a sealed envelope clearly marked with Organization's name, address, and Tender number.
- 1.3.4 Clear Hills County is not responsible for the timeliness of documents delivered to the County.

### 1.4 RFT Schedule of Events

- 1.4.1 RFT Issue Date: November 15, 2021
- 1.4.2 RFT Closing Date: January 7, 2022
- 1.4.3 Closing Time: 4:00 p.m. local time
- 1.4.4 RFT Opening Date: January 10, 2022

## 2.0 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 projects are 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 contracts each time a small new project is identified. Review the entire document and follow instructions to submit Tender to be included on the 2022 Annual Hourly Equipment Registry List.

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

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

### 3.0 Instruction to Bidders

- 3.1 You may use the included form '2022 Hourly Equipment Registration Bid Sheet' to submit quotations. The '2022 Hourly Equipment Registry Agreement for Participation' must be completed and submitted with the Registration form.
- 3.2 **\*\*Proof of WCB and Acceptable Insurance relevant to equipment listed must be provided upon request\*\***
- 3.3 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.
- 3.4 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.
- 3.5 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 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).  
NOTE: Do not fill in the words "Book Rate" as a quote.
- 3.6 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.
- 3.7 The 2022 Annual Equipment Registry Tender must be returned in a sealed envelope marked "Tender 2021-21 2022 Hourly Equipment Registry" and received at the Clear Hills County office no later than Friday, January 7, 2022 by 4:00 p.m.
- 3.8 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 tender before the Tender Opening.
- 3.9 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 County during regular business hours.

## 4.0 General Conditions

### 4.1 Definitions and Interpretation:

- 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 agreement.
- 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 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 use 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.

### 4.2 Submissions of Quotations

- 4.2.1** 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.
- 4.2.2** The quotation must be signed by the Bidder and must be witnessed or bear the Bidders official seal.

### 4.3 Power Units

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

### 4.4 Attachments

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

#### **4.5 Completion of Equipment List**

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

#### **4.6 Disqualification of Bidders**

- 4.6.1** 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 Public Works Manager, collusion exists among Bidders, and none of the participants in such collusion will be considered in future requests for quotations.

#### **4.7 Selection of Equipment Criteria**

- 4.7.1** The Public Works 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
- 4.7.2** The power unit must have suitable attachments to be considered for hire.
- 4.7.3** Additional pieces of equipment, if needed, will be chosen based on the selection criteria beginning with the next lowest quote.
- 4.7.4** 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.

#### **4.8 Termination of Agreement**

- 4.8.1** 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.

## **4.9 Performance**

### **4.9.1** The Contract 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 prior to approval from the Manager.

**4.9.2** 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.

## **4.10 Equipment Breakdown and Replacement**

**4.10.1** 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 the same hourly rate quoted for the original unit.

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

## **4.11 Equipment Upgrading and Replacement**

**4.11.1** 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.

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

**4.11.3** 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.

## **4.12 Independent Contractor**

**4.12.1** 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.

**4.12.2** 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.

**4.12.3** The Contractor shall provide skilled and experienced operators.



## **4.13 Insurance**

- 4.13.1** 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.
- 4.13.2** 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.
- 4.13.3** 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.
- 4.13.4** Evidence of all required insurance, in the form of a current Certificate of Insurance, must be provided upon request.

## **4.14 Workers Compensation**

- 4.14.1** The Contractor shall, at his own expense, provide and maintain Workers Compensation coverage for himself and all his employees.
- 4.14.2** The Contractor must provide the Manager with proof of valid Workers Compensation Coverage upon request.
- 4.14.3** The Contractor's equipment must meet all safety regulations under the Workers Compensation and Occupational Health and Safety Acts.

#### **4.15 Manager's Authority**

- 4.15.1** The Manager has the authority to regulate and direct hours, locations, and nature of work.
- 4.15.2** The Manager has the authority to suspend work.
- 4.15.3** Upon receiving notice to suspend work, the Contractor shall immediately stop working and shall remove any equipment from the job site without permission of the Manager.
- 4.15.4** 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.
- 4.15.5** 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.

#### **4.16 Goods and Services Tax**

- 4.16.1** All payments made by Clear Hills County to the Contractor under this Agreement shall include an allowance for the Goods and Services Tax.
- 4.16.2** All quotes shall exclude any allowance for the Goods and Services Tax.

#### **4.17 Contractor's Duty and Indemnification**

- 4.17.1** 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.
- 4.17.2** 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.
- 4.17.3** Such indemnification will survive the Agreement.

#### **4.18 Occupational Health and Safety Act**

- 4.18.1** The Contractor will familiarize themselves 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 as wither "principle contractor", "employer" or "worker" as defined in the Occupational Health and Safety, and that he will, as a condition of the Agreement, comply with the Occupational Health and Safety Act and Regulations thereunder.

#### **4.19 Pollution Control**

- 4.19.1** 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.
- 4.19.2** The Control 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.

#### **4.20 Payment**

- 4.20.1** The Contractor must submit an invoice no less than once monthly or upon completion of each project along with detailed daily time tickets attached.
- 4.20.2** 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
- 4.20.3** Payment will not be processed unless Workers' Compensation Board (WCB) coverage is in good standing.
- 4.20.4** 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.

## 5.0 Special Provisions

### 5.1 Equipment Requirements

**5.1.1** 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

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

### 5.3 Gravel Trucks

**5.3.1** 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".

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

5.3.2.1 The Owner or Officer of the Company are required to attend a start-up meeting, prior to the commencement of work.

5.3.2.2 A current legal tare weight from a certified scale for each truck and trailer must be provided prior to start-up. 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.

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

#### **5.4 Water Trucks**

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

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

#### **5.5 Steamers**

- 5.5.1** The equipment must be adequate to sufficiently complete required task(s).
- 5.5.2** 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 work.
  - All personnel or labour utilized in the performance of the work.

#### **5.6 Attachments**

- 5.6.1** Bidders are advised that attachments will only be paid for if the Manager has pre-authorized the requirement for attachment/attachments.
- 5.6.2** 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.

#### **5.7 Agreement Period**

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

#### **5.8 Equipment Moves**

- 5.8.1** 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 50km plus a mobilization rate if the haul distance is greater than 50km. 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 duration). If the job exceeds two days, the County will normally pay for the move to the work site only. Public Works Manager is, however, authorized to use his/her discretion regarding the payment for equipment moves when special circumstances warrant.

**5.8.2** Equipment will be utilized based on location, mob/demob, and equipment productivity potential and in accordance with the current tendering and purchasing policy.

## **5.9 Disclosure of Information**

**5.9.1** The Manager reserves the right to disclose the information contained herein to government agencies or municipalities.

## 2022 Hourly Equipment Registry Agreement for Participation

**(IMPORTANT: This form must be fully completed to qualify for the Annual Equipment Registry)**

I/we agree to provide equipment to work on an hourly rate basis, at the bid rate indicated on the 2022 Hourly Equipment Registration (Quote Sheet) Form.

### Contact Information:

Company Name: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

GST #: \_\_\_\_\_

Legal Land Description where equipment is normally based: \_\_\_\_\_

### Insurance Information:

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Certificate of Recognition # (COR#) if applicable: \_\_\_\_\_

### Other Information

WCB Number: \_\_\_\_\_

Operator: \_\_\_\_\_

Operator Phone Number: \_\_\_\_\_ Cell: \_\_\_\_\_

\*\* Registering equipment with clear Hills County in no way obligates Clear Hills County to hire the listed equipment\*\*

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Owner's Name (Print)

\_\_\_\_\_  
Witness' Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**2022 HOURLY EQUIPMENT REGISTRATION QUOTE SHEET**

**\*This form must be fully completed to qualify for the Annual Equipment Registry\***

**COMPANY AND/OR OWNER NAME:** \_\_\_\_\_

| EQUIPMENT OR ATTACHMENT | MAKE | MODEL | YEAR | SERIAL NUMBER | CAPACITY<br>(Cubic meters) | MOBILIZATION RATE |            | ATTACHMENTS | RATE PER HOUR |
|-------------------------|------|-------|------|---------------|----------------------------|-------------------|------------|-------------|---------------|
|                         |      |       |      |               |                            | Up to 50 km       | Over 50 km |             |               |
|                         |      |       |      |               |                            |                   |            |             |               |
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|                         |      |       |      |               |                            |                   |            |             |               |

I/We agree to provide equipment to work on an hourly rate basis, at the bid rate indicated.

**Date:** \_\_\_\_\_

**Owners Signature:** \_\_\_\_\_

**Owners Name:** \_\_\_\_\_

Print

**Witness Signature:** \_\_\_\_\_

**Witness Name:** \_\_\_\_\_

Print



## 6.0 Policy 3211



### Clear Hills County

|                                           |                            |
|-------------------------------------------|----------------------------|
| Effective Date: <b>September 27, 2016</b> | Policy Number: <b>3211</b> |
| Title: <b>ANNUAL EQUIPMENT REGISTRY</b>   |                            |

#### 1. Policy Statement

- 1.1. The intent of the equipment registry is to obtain an annual working list of available equipment and attachments to perform work on short-term projects.

#### 2. Process

- 2.1 Annually the County will advertise for contractors wishing to be included in the 'Annual Equipment Registry' to contact the County Office to obtain a registration package. The packages are to be returned to the County office on the first Friday the office is opened for business, after the New Year.
- 2.2 Contractors who purchase equipment, did not list all their equipment, or have missed the deadline to submit a package may still complete an 'Annual Equipment Registry' package and be included on the registry list. However, all equipment listed after the deadline will be considered last for hire sequential to the date the equipment is listed.

#### 3. Gravel Trucks

- 3.1. Any trucks wishing to be on the list for hauling gravel must submit their truck information with the 'Annual Equipment Registry' by the deadline.
- 3.2. Preferential hiring of trucks may include, but is not limited to, the following criteria:
  - past years of service
  - past work performance
  - past experience
  - reliability
  - owner/operators
  - safety
  - County residents
- 3.3. Preference will be given for one truck per owner. If more trucks are required for a project, other trucks that have been listed in the Annual Equipment Registry may be hired from that owner.

3.4. Gravel trucks hauling gravel for the County will be paid according to the following formula:  $BLF$  (basic loading factor)  $\times$   $T$  (tonne) +  $TKM$  (tonne kilometer)  $\times$   $T$  (tonne)  $\times$   $KM$  (kilometer)

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

3.5. Council will establish the basic loading factor and tonne kilometer rate, annually.

#### 4. End of Policy

ADOPTED:

Resolution #C168-04

Date: February 24, 2004

AMENDED:

Resolution #C216(04/10/07)

Date: April 10, 2007

AMENDED:

Resolution # C284(04/13/10)

Date: April 13, 2012

AMENDED:

Resolution # C633-14(09/23/14)

Date: September 23, 2014

AMENDED:

Resolution # C536-16 (09/27/16)

Date: September 27, 2016

## 7.0 Procedure 1221-02



### Clear Hills County

|                                       |                                    |
|---------------------------------------|------------------------------------|
| <b>Effective Date: April 22, 2014</b> | Procedure Number<br><b>1221-02</b> |
| Title: <b>HIRING OF EQUIPMENT</b>     |                                    |

#### 1. Hiring of Equipment

- 1.1. The Public Works Superintendent is authorized to request tenders from contractors identified on the Public Works Contractors List, following the procedures set out in the Tendering and Purchasing Policy.
- 1.2. As a guideline, all equipment will be paid at a rate not exceeding the rates as established by the current Alberta Road Builders' and Heavy Construction Association Equipment Rental Rates guide.
- 1.3. The Public Works Department will maintain a Contractors List of equipment and operators willing to work for the county. This list will include the equipment each registered contractor has available for hire.
- 1.4. Annually the Public Works Department will invite contractors listed with the county to enter into a one year open contract, listing equipment, rates and contact information. As per the Tendering & Purchasing Policy the invitation to list equipment and rates will be as a sealed tender, with all tenders received being included in the annual listing of equipment available for hire on small projects. Equipment will be hired based on low bid, proximity to specific work sites and availability. Additional pieces of equipment, if needed, will be hired from the registered equipment list commencing with the lowest price available (including mobilization). Listing of equipment does not guarantee any or all pieces of equipment will be hired during the course of the annual open contract.
  - 1.4.1. Contractors registering with the county will be required to provide a current Certificate of Insurance and current WCB information.
  - 1.4.2. Contractors registering gravel trucks will also be required to provide proof of registration and the serial number of any gravel trailers being listed for hire.
  - 1.4.3. All documentation provided (ie Certificate of Insurance, WCB, and registration) MUST be in the name of the firm/individual registering the unit for hire.
  - 1.4.4. The county will do spot checks of WCB information to verify if contractors actively working for the county have WCB coverage. Contractors with no current WCB coverage will not be hired by Clear Hills County. Contractors not in good standing with WCB will be subject to a holdback being withheld from any payments to be made to the contractor, or a delay in

payment until such time as Clear Hills County receives proof of WCB coverage.

- 1.4.5. Contractors will list prices at an hourly rate for each piece of equipment. Mobilization rates will be listed 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.
- 1.5. Annually the Public Works Department will advertise in the local paper for contractors not currently registered with the county to list their equipment and rates.
- 1.6. 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 is, however, authorized to use his/her discretion regarding the payment for equipment moves when special circumstances warrant.
- 1.7. The following considerations will be applied when hiring equipment:
- The experience of the operator, and the suitability and condition of the equipment.
  - The location of the equipment in relation to the work site.
  - Contractors must maintain adequate insurance (5,000,000.00 minimum) and Worker's Compensation coverage.

**2. Safety and Quality of Work**

- 2.1 All operators must be qualified and equipment shall be operated in a safe and effective manner.
- 2.2 All operators must follow the directives of the County Supervisor.
- 2.3 County Supervisors are responsible to provide clear directions to operators and are to ensure that all operations are conducted in a safe and effective manner.
- 2.4 Supervisors are to document improper conduct or performance of an operator. In a case where someone operates the equipment other than the owner, the Supervisor will communicate their concerns to the equipment owner, as well as the operator. The Supervisor will identify the inappropriate action and the Supervisor's expectations for improvement. The Supervisor will terminate any contractor for continued improper conduct or performance.
- 2.5 Upon termination, the operator may be asked to remove his equipment from the work site. The county may not rehire a terminated operator nor may they operate any other equipment hired by the county.

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Reasons for operator termination:

- Alcohol and/or drug use on the job site
- Failure to follow instructions
- Carelessness / major safety infractions
- Unreasonably tardy work performance
- Exceeding the posted speed limit.
- Unsatisfactory performance / insubordination
- For the truck haul only – not remaining in numbered order to and from the pit on the designated haul routes.
- Harassment of, threats to, physical abuse of, the use of abusive and/or obscene language to a County employee and/or member of the public.
- The Public Works Superintendent shall be immediately notified of such actions.

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2.6 The terminated equipment will be removed from the Contractors List of available equipment and will only be returned at the discretion of the Public Works Superintendent For guidance purposes, equipment removed from the Contractors List may be returned to the list when the Public Works Superintendent-is satisfied that the County's directives will be adhered to. In the event that a piece of equipment is removed from the list on a second occasion, it will not be eligible for placement on the Contractors list.

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2.7 Contractors may appeal in writing a Supervisor's decisions for dismissal or the Public Works Superintendent decision to remove equipment from the Contractors List, within 48 hours of the occurrence of the incident to the Council.

**3. General**

3.1 Water trucks must have spray bars on their discharge systems before they are eligible for work on the municipal regravell program, dust abatement program or any other program that requires spray bars for effective service.

3.2 It is the responsibility of the contractor to notify, in writing the Clear Hills County Public Works Department of any changes to their address and/or telephone number.

3.3 The Public Works Superintendent or designate shall maintain files for each contractor employed by the county, concerning the following:

- List of equipment:
- WCB:

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- Proof of insurance:
- Condition of equipment:
- Performance evaluations:
- Safety Infractions:

All other information collected and deemed appropriate for inclusion by the county in the course of actual work with the contractor.

**4. Location of Source**

**4.1 1<sup>st</sup> Preferences will be given to local contractors within the boundaries of Clear Hills County registered with the Clear Hills County Equipment Registry.**

**4.2 2<sup>nd</sup> priority will be given to contractors registered outside the Clear Hills County boundaries and registered with the Clear Hills County Equipment Registry.**

**4.3 Where other factors are equal, the source of goods or services shall be:**

- 1<sup>st</sup> Local suppliers
- 2<sup>nd</sup> Village of Hines Creek
- 3<sup>rd</sup> Locations within 200 km of the County
- 4<sup>th</sup> Alberta
- 5<sup>th</sup> Canada
- 6<sup>th</sup> Elsewhere

**5. End of Procedure**

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