



Public Works Department

Registration for Contract Vehicle Snow Hauling / Removal

2022 - 2023



**NOTE: THE SPEED LIMIT ON THE PUBLIC WORKS ROAD IS 20 km/hr
THIS IS NOT TO BE EXCEEDED FOR ANY REASON!!!**

CSA APPROVED BOOTS AND SAFETY VEST MUST BE WORN BY DRIVERS

CB RADIO MUST BE OPERATIONAL IN THEIR TRUCK AT ALL TIMES

1. The City of Spruce Grove will maintain a separate "Contractor Equipment Rotation List" for qualified Registered Contractors vehicles and equipment available for hire by the City.
2. The Contractor Equipment Rotation list of vehicles and equipment for hire will be comprised of Registered Contractors who have registered with the City of Spruce Grove Public Works Department. Registration will be final when all registered requirements have been received and verified by the City. The registration requirements are as follows:
 - Memorandum of Agreement between the City of Spruce Grove and the Contractor
 - City of Spruce Grove or Tri-Municipal Business License
 - Workers Compensation Board Number (letter from Workers Compensation Board)
 - Proof of Vehicle Insurance
 - Alberta Construction Safety Association (ACSA) or Alberta Motor Transport Association (AMTA), Certificate of Recognition (COR) or Small Employer Certificate of Recognition (SECOR)
 - Annual Safety Fitness Certificate, including the Commercial Vehicle Inspection Certificates

3. Once registration requirements have been verified, the contractor will be deemed “Registered” and will be referred to as the “Registered Contractor” and placed on the “Contractor Equipment Rotation List” in the order in which their registrations are finalized.

4. **Registered Contractors who choose to have subcontractors working under their COR or SECOR must submit the following:**

- Subcontractors City of Spruce Grove or Tri-Municipal business License.
- Subcontractors Workers Compensation Number (letter from WCB).
- Subcontractors Proof of vehicle insurance.
- Subcontractors Annual Safety Fitness Certificate, including Commercial Vehicle Inspection Certificates.
- NOTE: *All registered contractors are responsible to provide proof of the above documents before commencing work with the City of Spruce Grove.*

5. **Registered Contractor Rotation Procedure**

- The Registered Contractor hours and sub-contracted hours are inclusive to a minimum of 95 hours and a maximum of 140 hours per truck. Once the truck hours are within the minimum and maximum accumulation they may be released at the end of the working day, at the discretion of the Supervisor of Roads.
- * Please note that there will be two rotation lists maintained. One rotation for tandem trucks and one rotation for end-dumps.

6. **Truck Call Out Procedure will be as follows:**

- When trucks are required by the City for snow hauling, Registered Contractors will be contacted and asked to **supply one truck per call.** In the event the bottom of the list is reached the City will start at the top of the list again, and contact the first Registered Contractor to **supply one more truck.** This procedure will continue until the truck requirements are met. If at any time a Registered Contractor when called does not have a truck available or is unable to supply a truck, the City will contact the next Registered Contractor on the list.

- Only Registered Contractors will be called during a call-out and it will be their responsibility to assign their own, or their subcontractors, truck to the call out and provide the necessary documentation. **Subcontractors will not be called.**
7. Payments will be made to the Registered Contractor named in the contract. It will then be his responsibility to distribute payments to any sub-contractor working under his SECOR/COR. The City will not adjudicate in matters of disagreement between the Registered Contractor and his sub-contractor(s). Daily trucking tickets must be submitted and signed by City staff at the end of each shift. All invoices must be submitted to the City by the 25th of each month for payment.
 8. Registered Contractor's may offer any number of vehicles or pieces of equipment which are eligible for placement on the rotation list. All listed equipment will include both the Registered Contractor's equipment as well as any sub-contractor equipment working under the Registered Contractor.
 9. Vehicles and equipment must be identified on the "Contractor Equipment Rotation list" to be eligible for hire. No exchanging of vehicles or equipment will be allowed except in the event of a sale, purchase, or breakdown; at which time a new permit must be issued in exchange for the original vehicle or piece of equipment identified on the rotation list.
 10. Whenever possible, the City will provide a minimum of twelve hours advance notice for any vehicle or equipment requirements.
 11. Any Registered Contractor whose vehicles or equipment cannot respond when called automatically goes to the bottom of the rotation list.
 12. In the event that a Registered Contractor's vehicle or piece of equipment breaks down during a shift, the Registered Contractor shall have until the start of the next shift to return it to the worksite. If this cannot be accomplished, the Registered Contractor may replace with another truck on Contractor Equipment Rotation List. If the Registered Contractor does not have a replacement identified on the rotation list the City will call the next Registered Contractor on list.
 13. The City of Spruce Grove shall pay for vehicles or equipment at the hourly rates in accordance with the Vehicle and Equipment Rates schedule enclosed.

14. It will be the Registered Contractor's responsibility to have 1.2 m (4 foot) high snowboards securely fastened to the passenger side and front side of their truck box. In addition, continuous 9 gauge chain link fencing is to be placed on the outside of all snowboard sections. The chain link fencing shall be equivalent to the full height of the snowboard, but not exceed it. The addition of chain link fencing is required to comply with City safety requirements for snow and ice removal operations. SEE SNOW BOARD DIAGRAMS FOR DETAILS.
15. Snowboards and chain link fencing must be maintained in a fully functional condition. Failure to maintain these safety systems to the satisfaction of the City will result in privileges being revoked for that truck until such the integrity of the system has been assessed and accepted by the City.
16. All Registered Contractors must sign the City of Spruce Grove Memorandum of Agreement and abide by its terms and conditions including, but not limited to, insurance, business license, Worker's Compensation Number, labour conditions and rates.
17. The City of Spruce Grove reserves the right to sub-contract and tender it's requirements, whenever feasible and to do all such things which may be necessary in expeditiously performing it's duties.
18. The City of Spruce Grove shall not be responsible or held liable for any damage to the vehicles or equipment or injury to the operators of the said vehicles or equipment.

MEMORANDUM OF AGREEMENT made the ____ day of _____, A.D. 20__

BETWEEN:

THE CITY OF SPRUCE GROVE
(Hereinafter referred to as "the City")

OF THE FIRST PART

-and-

REGISTERED CONTRACTOR (Your name): _____

COMPANY NAME (Operating as): _____

MAILING ADDRESS _____

_____ POSTAL CODE _____

OFFICE TELEPHONE _____ FAX _____

MOBILE PHONE _____

EMAIL ADDRESS _____

(Hereinafter referred to as "the Registered Contractor")

OF THE SECOND PART

WHEREAS the City is desirous of obtaining assistance in the form of vehicles, equipment and operators to aid in the execution of the City's winter maintenance program;

AND WHEREAS the Registered Contractor is engaged in a business of providing vehicles, equipment and operators on an hourly basis

NOW THEREFORE IN CONSIDERATION of the mutual agreements herein set out, the parties hereto agree as follows:

1. That this written agreement covers the performance of the work and the furnishing of vehicles, equipment and operators to the City for the execution of winter maintenance activities, and shall include without limiting the generality of the foregoing, the memorandum of agreement, contract vehicle and equipment procedures, applicable rates, snow board details, contractor check list, Safe Work practices, notices and all supplemental agreements required to complete the work. We do not accept tandems with sleeper units on them.
2. The Registered Contractor agrees to supply the following equipment with fully licensed operators:

Year, Make, Model	Equipment Type (Circle One)		Truck Serial # (Last 9 Digits)	Truck License #
	Tandem	End Dump		
	Tandem	End Dump		
	Tandem	End Dump		
	Tandem	End Dump		
	Tandem	End Dump		
	Tandem	End Dump		

It is further agreed that all equipment supplied shall be properly licensed and shall be kept in sound operating and good mechanical condition at all times.

3. The Registered Contractor must hold a valid Alberta Construction Safety Association (ACSA) or Alberta Motor Transport Association (AMTA), Certificate of Recognition (COR) or Small Employer Certificate of Recognition (SECOR).
4. The Registered Contractor agrees that vehicles, equipment and operators shall be supplied at the times and for the periods requested by the City.
5. The Registered Contractor agrees to arrange for, pay for, and maintain during the term of this Agreement, public liability and property damage insurance in the minimum amount of \$5,000,000.00 upon each vehicle or piece of equipment referred to in clause 1. The Registered Contractor agrees to note The City of Spruce Grove on their insurance file as an interested third party to be notified in the event that their policy should be cancelled, allowed to lapse, or endorsed in a manner, which would adversely affect the City's position. It is hereby further agreed by the Registered Contractor that the City may contact their Insurance Company to ensure that the said insurance is in force at any time during the term of this Agreement.

Insurance Company _____

Policy Number _____

Agent's Name _____

Agent's Phone Number _____

6. The Registered Contractor agrees that all equipment operators supplied pursuant to this Agreement shall remain his employees, servants and sub-contractors. Accordingly it is agreed that the Registered Contractor shall be solely responsible for all of the following; wages payable, Unemployment Insurance Commission contributions and all other deductions at source as well as all matters relating to the vehicle and equipment operators. The Registered Contractor and his sub-contractors shall be in and remain in good standing with Worker's Compensation Board reflecting the work being performed for the City during the duration of this Agreement, as applicable.
7. The City agrees that all employees of the Registered Contractor and his sub-contractors shall be subject to the direction and control of the Registered Contractor; however, the City retains the right to direct such employees in the functions and tasks that are to be performed and where they are required.
8. The Registered Contractor agrees that if any employee or sub-contractor refuses or fails to carry out the lawful directions of the City, then the Registered Contractor shall replace such employee or sub-contractor and failure to do so at the request of the City and within a reasonable time, shall be deemed a breach of this agreement.
9. The Registered Contractor agrees to indemnify and save harmless the City from all actions, suits, claims, demands, costs, and damages arising by reason of injury or death to any person or damage to any property, resulting from the act or occurrence of the Registered Contractor, his employees or sub-contractors. All arrangements for compensation will be made to residents, honoring all City policies and procedures for damages through the City, with the Contractors insurers being liable for all costs. The City reserves the right to contact the insurance company to ensure compensation is made.
10. The City agrees to pay the Registered Contractor according to the following hourly rates:

SEE ATTACHED LISTING

In the event that the Registered Contractor is required to pay overtime, bonus or holiday rates to his employees, such overtime, bonus or holiday rate shall be solely the responsibility of the Registered Contractor and the fact that such overtime, bonus or holiday rate is required to be paid does not alter the contract hourly rate paid by the City.

11. It is mutually agreed that all sums payable under this agreement shall be paid to the Registered Contractor within thirty days of receipt by the City of the invoice requesting such payment.
12. It is further agreed that either party hereto may terminate this Agreement by giving to the other party seven days' notice of such intention.

13. If any dispute or difference between the parties shall arise under this Agreement, either party may give to the other, notices of such dispute or difference and require such dispute or difference to be referred to arbitration. Arbitration hereunder shall be as follows:
- a. Each party shall appoint one representative
 - b. If the two representatives are able to agree, then their decision shall be final;
 - c. If the two representatives are unable to agree, then they shall together appoint an independent person and the decision of any two of the three arbitrators shall be final.

All charges, fees, and expenses of the arbitration shall be borne by either the City, the Registered Contractor, or proportionally by both the City and the Registered Contractor, depending upon their respective fault as found by the arbitrator. Provided always that this clause shall not authorize any reference to arbitration to any matter or question, which under this Agreement, is expressly or by implication to be decided by the City.

IN WITNESS WHEREOF the parties hereto set their hands on the _____ day
 of _____, A.D 20_____.
 (Month) (Year)

SIGNED AND DELIVERED)	CITY OF SPRUCE GROVE
In the presence of:)	
)	Per: _____
)	
)	
)	
)	
_____)	_____
Witness to the Signature of the Registered		Registered Contractor Contractor)

2022/2023 Vehicle and Equipment Rates

Tandem \$90.00/hr

End Dump \$110.00/hr

Registered Contractor Check List

Company Name: _____

Please attach the following information to this list when submitting your contract for consideration by the City of Spruce Grove. Registered Contractors and their specified sub-contractors are listed on the Rotation List in the order that contracts (complete with all the information requested below) are received and verified.

Original Memorandum of Agreement between the City of Spruce Grove and the Registered Contractor.

Copy of Business License(s) - City of Spruce Grove or Tri-Municipal license (a TriMunicipal license means the named company can work in Spruce Grove, Stony Plain or

Parkland County). *Expiry Date:* _____

Workers' Compensation Board Number(s): _____

Copy of proof of insurance for each unit listed in the Memorandum of Agreement.

Expiry Date(s): _____

Copy of ACSA or AMTA, Small Employer Certificate of Recognition (SECOR)

Certificate # _____ *Expiry Date:* _____

OR

Copy of ACSA or AMTA, Certificate of Recognition (COR)

Certificate # _____ *Expiry Date:* _____

Copy of "Alberta Safety Fitness Certificate" and "Commercial Vehicle Inspection Certificates" for each vehicle listed in the Memorandum of Agreement.

Certificate # _____ *Expiry Date:* _____

NOTE: It is the Registered Contractor's responsibility to monitor any expiration dates listed above and forward copies of renewals to Public Works immediately to avoid being removed from the rotation list.