

# SMOKY LAKE COUNTY



<b>Title: Hiring of Contract Trucks and Equipment</b>	<b>Policy No: 04-05</b>
<b>Section: 03</b>	<b>Page No.: 1 of 6 E</b>

<b>Legislative Reference:</b>	Alberta Provincial Statutes
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<b>Purpose:</b>	To establish a standard for hiring of Contract Trucks and establish a listing of Equipment available for hire within Smoky Lake County.
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## Policy Statement and Guidelines:

<p><b>1. STATEMENT</b></p> <p>1.1 Smoky Lake County's intent is to have a list of Contract Trucks willing to provide services for gravelling purposes and on occasional or as-needed basis for services to other related municipal departments.</p> <p>1.2 Smoky Lake County's intent is to have a listing of equipment available for hire within the municipality, and to implement the hiring of equipment, on an hourly basis for day-labour projects and/or emergency response situations.</p> <p><b>2. OBJECTIVE:</b></p> <p>2.1 To ensure that the county has access in acquiring contract trucks and equipment to perform and carry out services as specified to result in the highest professional or business standards in the maintenance and construction area.</p> <p>2.2 To ensure fair distribution of work available to equipment owners within the Smoky Lake County region, in the most cost-effective manner.</p> <p><b>3. GUIDELINES:</b></p> <p>3.1 Smoky Lake County advertises annually in the month of March "<b>Notice To Register Contract Trucks and Equipment</b>" for interested contractors to register for Hire Contract Trucks and Equipment.</p> <p>3.2 The Hiring of contract trucks and equipment listing is established and administered by the Public Works Manager to supplement the County's equipment fleet and to ensure fair distribution of available work on County projects, when deemed necessary.</p> <p>3.3 The Notice to Register Contract Trucks and Equipment must be received by the County on or before <b>April 30<sup>th</sup></b> of each year.</p>
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<b>Policy Statement and Guidelines:</b>	
<b>4. PROCEDURES:</b>	
4.1	All contractors must complete and submit annually a Registration Form listing each piece of equipment they wish to hire out to be eligible for hiring, as per <b><i>Schedule "A":</i></b> <b><u>Registration: Conditions/Agreement for Hiring Contract Trucks and Equipment.</u></b> Completed Schedule is submitted by hand-delivery to the Public Works Department to the attention of the Public Works Manager.
4.1.1	No Mail, E-Mail or Fax submissions will be allowed.
4.1.2	Submitted schedule must be accompanied by the specified supporting documents requested by the County.
4.2	All contractors registering contract trucks must enter into an agreement with Smoky Lake County and have their operators complete, as per <b><i>Schedule "B":</i></b> <b><u>Truck Operator Agreement.</u></b> Complete Schedule is submitted by hand-delivery to the Public Works Department to the attention of the Public Works Manager.
4.2.1	No Mail, E-Mail or Fax submissions will be allowed.
4.3	The hiring criteria to be followed specifically for gravel haul truck is:
4.3.1	Resident within the boundaries of Smoky Lake County.
4.3.2	Only one truck to be hired per household.
4.4	Compensation for Contract Trucks shall be in accordance with <b>Policy Statement No. 03-13: Haul Rate Adjustment for Fuel Price – Schedule "A" Fuel Index.</b>
4.5	All Contractors/owners shall comply with the terms of the agreement and provisions of the conditions as outlined within the schedules upon execution.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	<b>June 3, 1985</b>	<b># 622 - Page # 4949</b>
<b>Approved</b>	<b>July 27, 2000</b>	<b># 555 - Page # 6894</b>
<b>Amended</b>	<b>February 14, 2003</b>	<b># 270 - Page # 7476</b>
<b>Amended</b>	<b>December 12, 2003</b>	<b># 151 - Page # 7661</b>
<b>Amended</b>	<b>January 31, 2013</b>	<b># 288-13 - Page # 10419</b>
<b>Amended</b>		

**SCHEDULE "A"**



**REGISTRATION  
CONDITIONS/AGREEMENT FOR HIRING CONTRACT TRUCKS AND EQUIPMENT**

<p>Name of Company: _____</p> <p>Contact Name: _____ Name (Please Print)</p> <p>Mailing Address: _____                  Box            Town            Province            Postal Code</p> <p>_____</p> <p>Phone Number            Cell Number            Fax Number</p>	<p><b>Information:</b> It is important that the Contractor/Owner have provided the most efficient means to contact them as notice can be limited.</p> <p>G.S.T. Number: _____</p> <p>Current Certificate of Insurance Attached: _____ Amount of Coverage: _____</p> <p>Insurance Company / Agent: _____</p> <p>Workers Compensation Registration Account Number: _____</p> <p>Driver's License Number: _____</p>
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Equipment Type (Description of Unit)	Make	Model	Year	Serial Number	Equipment Licence Number	Size Box Capacity	Rate (Per Hour)



<b>Conditions</b>	<b>FOR HIRING CONTRACT TRUCKS AND EQUIPMENT</b>
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1.	All equipment owners are asked to quote their lowest rental rate. The County reserves the right to hire equipment on a discretionary basis.
2.	Rates include operator wages, fuel, oil, repairs, and servicing.
3.	Owner to provide skilled, well trained operator(s).
4.	Owner is responsible for providing the equipment noted above and shall maintain it in good condition. Owner is responsible for providing the insurance against lost or damage to the equipment.
5.	Smoky Lake County, in the absence of gross negligence, is not responsible for any loss or damage to the equipment.
6.	Equipment shall meet all safety regulations under the <b>Occupational Health and Safety Act</b> .
7.	Smoky Lake County will acquire and obtain proof of <b>Worker's Compensation Board</b> coverage upon commencement of project.
8.	Owners of truck must understand: 8.1 No job-hopping once the County gravel has commenced. 8.2 Trucks must be equipped with Tarps before hauling. 8.3 Trucks must have CB's for Communication. 8.4 Must travel only the route prescribed by the County Public Works Manager. 8.5 No travelling on oil based roads, neither loaded nor empty unless specifically authorized by the County Public Works Manager. 8.6 Maximum speed on County roads is 80km per hour (truckers required to slow down appropriately to respect residences and other traffic). 8.7 Maximum speed on Secondary and Primary highway is as posted. 8.8 Numbers will be assigned to each truck upon registration for identification purposes. 8.9 No jumping out of rotation – only as specified by the County.
9.	All gravel trailers must be Belly Dump that open and close on demand.
10.	Bringing or consuming liquor or illicit drugs on any County project or job site shall result in immediate dismissal.

<p><b>Acknowledgment:</b></p> <p>I, _____, have read the conditions to the best of my ability and hereby agree to the terms.</p> <p>_____ Signature</p> <p>_____ Date</p>	<p><b>Witness:</b></p> <p>_____</p> <p><b>Public Works Manager</b></p> <p><b>SMOKY LAKE COUNTY</b></p> <p>_____</p> <p style="text-align: right;"><b>Date</b></p>
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<b>Agreement</b>	<b>FOR HIRING CONTRACT TRUCKS AND EQUIPMENT</b>
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**Contractor/Owner:** \_\_\_\_\_

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In consideration of the foregoing, the Contractor/Owner hereto agrees as follows:

**1. ENGAGEMENT**

1.1 Smoky Lake County hereby engages the Contractor/Owner for services of Contract Trucks or Equipment for hire as specified by the County and to be performed to the specifications of the conditions and agreement set forthwith.

**2. TERM**

2.1 This Agreement shall commence forthwith and shall terminate upon completion of services for the Year \_\_\_\_\_ for Smoky Lake County. This Agreement shall terminate at anytime by written notice to the Contractor /Owner by the County if the Conditions and terms of the Agreement are not conformed to. The County reserves the right to dismiss any Contractors/Operators should their work conduct cast any negative reflection upon the County whatsoever.

**3. COMPENSATION AND METHOD OF PAYMENT**

3.1 Smoky Lake County agrees to pay the Contractor/Owner according to the Haul Cards / Invoices for all services and work rendered. Payments will be made bi-monthly or on a monthly basis and will require clearance by the Worker's Compensation Board.

**4. CONTRACTOR'S INSURANCE - (Photocopy required)**

4.1 The Contractor/Owner shall provide evidence of a **Commercial General Liability Insurance** with insurable limits of not less than **Two Million Dollars (\$2,000,000.00)** for each occurrence or incident against bodily injury and property damage claims.

4.2 The Contractor/Owner shall provide evidence of an **Automobile Liability Insurance** of not less than **Two Million Dollars (\$2,000,000.00)**.

4.3 The Contractor/Owner shall provide evidence that Smoky Lake County is named as an additional named insured to the Contractor's/Owner's Insurance Policy.

**5. INDEMNIFICATION**

5.1 The Contractor/Owner shall indemnify and save harmless the Smoky Lake County, its agents, and employees from any and all losses, costs, damages, actions, causes of action, suits, proceedings, claims, payments, recoveries, demands or judgments of every nature and description arising out of or resulting from anything done by the Contractor's/Owner's/ Operator's performance.

5.2 Smoky Lake County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Contractor, its employees or agents, in the performance of any agreement.

<p><b>IN WITNESS WHEREOF,</b> I, _____, hereby accept and execute this agreement .</p> <p>_____ Signature</p> <p>_____ Date</p>	<p><b>IN WITNESS WHEREOF,</b> <b>SMOKY LAKE COUNTY</b> hereby accept and execute this agreement.</p> <p>_____ Public Works Manager</p> <p>_____ Date</p>
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**SCHEDULE "B"**



**CONTRACT TRUCK OPERATOR AGREEMENT**

Name of Operator: _____ (Please Print)	Workers Compensation Registration Account Number: _____
Phone Number: _____ Residence                      Cell Number	Driver's Licence Number: _____

Truck Description:					
Make	Model	Year	Serial Number	Truck Licence Number	Size/Box Capacity

**Acknowledgment:**

I HEREBY AGREE TO ADHERE TO THE FOLLOWING CONDITIONS AND DO UNDERSTAND THAT FAILURE TO DO SO SHALL CONSTITUTE IMMEDIATE DISMISSAL FROM THE SMOKY LAKE COUNTY: YEAR \_\_\_\_\_ GRAVEL HAUL AND DISQUALIFY MYSELF FROM ANY FURTHER WORK DURING THE SAME YEAR.

- CONDITIONS:**
1. Upon starting the gravel haul, each truck must continue to haul *i.e., WITH NO JOB HOPPING*. The only exception shall be a mechanical breakdown.
  2. Trucks must be equipped with Tarps before hauling.
  3. Trucks must have CB's for Communication.
  4. Must travel only the route prescribed by the County Public Works Manager posted for gravel truck routes.
  5. No travelling on oil based roads, neither loaded nor empty unless specifically authorized by the County Public Works Manager.
  6. Maximum speed on County roads is 80km per hour (truckers required to slow down appropriately to respect residents and other traffic).
  7. Maximum speed on Secondary and Primary highway is as posted.
  8. No possession or use of liquor or illicit drugs on their trucks or at the Gravel Pit Site.

<p><b>IN WITNESS WHEREOF,</b></p> I, _____, hereby accept and execute this agreement . <p>_____                  Signature                      Date</p>	<p><b>IN WITNESS WHEREOF,</b></p> SMOKY LAKE COUNTY hereby accept and execute this agreement. <p>_____                  Public Works Manager                      Date</p>	<p><b>IDENTIFICATION:</b></p> Number assigned for Truck: _____
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