

## Registration Package for Contract Vehicle Snow Hauling 2023-2024

Town of Morinville will only be accepting snow hauling contract packages by email. Incomplete packages will be rejected. Ensure all required documents are included with your application by completing and submitting the contractor check list. **Please email your completed package to [pw.admin@morinville.ca](mailto:pw.admin@morinville.ca) with the subject line SnowHaul 23/24.**

1. The Town of Morinville will maintain a Contractor Equipment Rotation List for all Qualified Contractor vehicles available for hire by the Town.
2. The Contractor Equipment Rotation List of vehicles for hire will be comprised of Qualified Contractors who have registered with the Town of Morinville Infrastructure Services Department. Registration will be final when all requirements have been received and verified by the Town. Registration requirements are as follows:
  - Memorandum of Agreement between the Town of Morinville and the Contractor.
  - Town of Morinville Business License.
  - Workers Compensation Board Number (letter from Workers Compensation Board).
  - Proof of Vehicle Insurance - for all vehicles listed in the application.
  - Proof of Registration - for all vehicles listed in the application.
  - Annual Safety Fitness Certificate - for all vehicles listed in the application.
  - Commercial Vehicle Inspection Certificate - for all vehicles listed in the application.
  - Proof of \$5 million in liability insurance.
  - Commercial driver abstract for all employees who will be operating equipment registered in their application.
  - Copy of drivers license for all employees who will be operating any equipment registered in the application.
  - Trucks are required to have beacons, see attached diagrams for details.
  - Trucks are required to have reflective tape, see attached diagrams for details.
  - Trucks are required to have snowboards with safety mesh.
  - 1.2 m (4 foot) high snowboards securely fastened (welded or bolted) to the passenger side and front side of their truck box, see attached diagrams for details.
  - Steel safety mesh fastened behind the snowboards, see attached diagrams for details.

Trucks will be inspected for compliance during the Qualified Contractor Orientation

3. Once registration requirements have been verified, the contractor will be deemed registered and will be referred to as the Qualified Contractor. Due to the nature of snow events and emergency response, Qualified Contractors will be placed on the Qualified Contractor List with priority given to those that can provide a response time of 20 minutes or less.
4. **Qualified Contractor Rotation Procedure;** the Qualified Contractor hours are to a maximum of 150 hours per truck for a maximum of two trucks per call out from the rotation list. Once the truck hours are within the maximum accumulation they may be released at the end of the working day, at the discretion of the Roads Team Lead. Trucks will not be recalled for partial days.
5. **Truck Call Out Procedure;** when trucks are required by the Town for snow hauling, Qualified Contractors will be contacted and asked to supply one truck per call. In the event the bottom of the list is reached, the Town will start at the top of the list again. This procedure will continue until the truck requirements are met. If at any time a Qualified Contractor cannot be reached when called or meet any time requirements set forth by the Roads Team Lead, the Town will contact the next Qualified Contractor on the list.
6. **Equipment Failure;** in the event a Qualified Contractor's vehicle breaks-down during a shift the contractor shall have until the start of the next shift to return it to the worksite. If this cannot be accomplished the Qualified Contractor may replace it with an alternate unit providing the vehicle is included on the Contractor Equipment Rotation List. If the Qualified Contractor does not have a replacement identified on the rotation list the Town will call the next Qualified Contractor on the list. The Town will not pay a Qualified Contractor for hours in which vehicles are not operational.
7. The Town of Morinville shall pay for snow hauling at an hourly rate (\$105.00/hour). Daily trucking tickets (supplied by the Town) must be completed and signed by Town Staff at the end of each shift. Invoices must be submitted to the Town (pw.admin@morinville.ca) on the first and fifteenth day of each month for payment.



8. Vehicles must be identified on the Contractor Equipment Rotation List to be eligible for hire. No exchanging of vehicles will be allowed except in the event of a sale, purchase, or breakdown; at which time new paperwork must be submitted to [pw.admin@morinville.ca](mailto:pw.admin@morinville.ca) in exchange for the original vehicle identified on the rotation list.
9. Whenever possible the Town will provide a minimum of twelve hours advance notice for any vehicle requirement changes.
10. Snowboards must be maintained in a fully functional condition. Failure to maintain these safety systems to the satisfaction of the Town will result in privileges being revoked for that truck until repairs/upgrades are made.
11. All Qualified Contractors must sign the Town of Morinville 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.
12. The Town of Morinville shall not be responsible or held liable for any damage to the vehicles or injury to the operators of the said vehicles.

Please ensure all applications are in by September 15<sup>th</sup>, 2023.

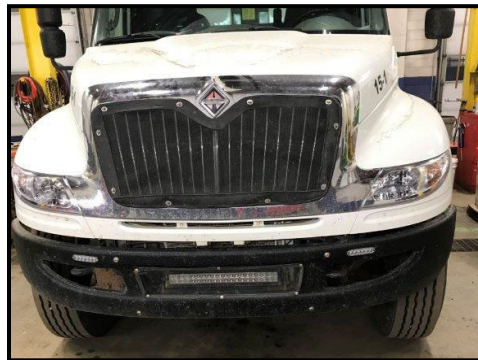
Initial ranking on the Contractor Rotation List will be determined by September 27<sup>th</sup>, 2023.

## Town of Morinville Truck Requirements - Beacons

Illustration on how to mount beacons.



When beacons are on, lights must be visible from all angles.





## Town of Morinville Truck Requirements - Reflective Tape

Illustration of reflective tape placement, on the tailgate and along the side of the box.



## Town of Morinville Truck Requirements - Snow Boards with Safety Mesh

1.2 m (4 foot high) snowboards securely fastened (welded or bolted) to the passenger side and front side of the truck box.



Safety steel mesh securely fastened behind the snowboards.





MEMORANDUM OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_

BETWEEN:

THE TOWN OF MORINVILLE  
(Hereinafter referred to as "the Town")

OF THE FIRST PART

-and-

QUALIFIED CONTRACTOR (Your name): \_\_\_\_\_

COMPANY NAME (Operating as): \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

OFFICE TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

MOBILE PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

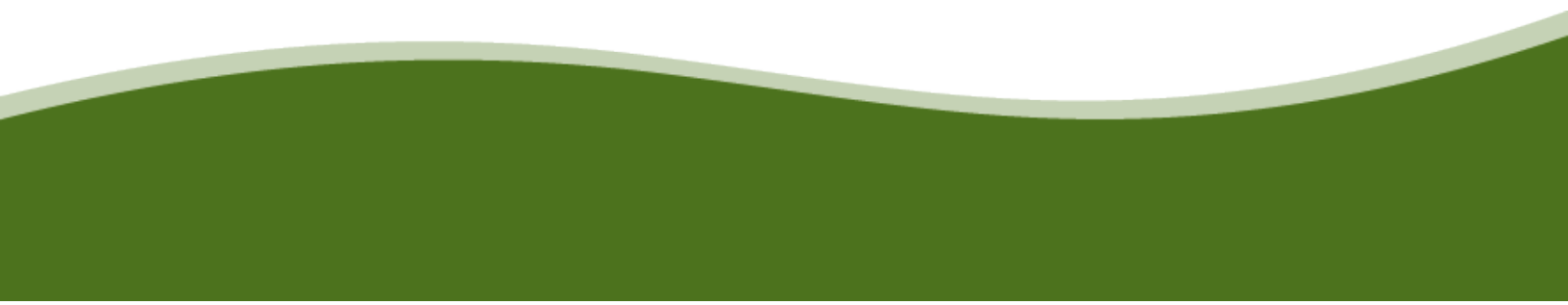
(Hereinafter referred to as "the Qualified Contractor")

OF THE SECOND PART

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

AND WHEREAS the Qualified Contractor is engaged in a business of providing vehicles, 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 and operators to the Town 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 checklist, 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 Qualified Contractor agrees to supply the following equipment with fully licenced operators:

Year, Make, Model	Equipment Type (Tandem)	Truck Serial # (Last 9 Digits)	Truck Licence #

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 Qualified Contractor agrees that vehicles and operators shall be supplied at the times and for the periods requested by the Town.
4. The Qualified 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 referred to in clause 1. The Qualified Contractor agrees to note The Town of Morinville 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 Town’s position. It is hereby further agreed by the Qualified Contractor that the Town 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 \_\_\_\_\_



5. The Qualified Contractor agrees that all equipment operators supplied pursuant to this Agreement shall remain their employees. Accordingly, it is agreed that the Qualified 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 Qualified Contractor shall be in and remain in good standing with Worker's Compensation Board reflecting the work being performed for the Town during the duration of this Agreement, as applicable.
6. The Town agrees that all employees of the Qualified Contractor shall be subject to the direction and control of the Qualified Contractor; however, the Town retains the right to direct such employees in the functions and tasks that are to be performed and where they are required.
7. The Qualified Contractor agrees that if any employees refuse or fail to carry out the lawful directions of the Town, then the Qualified Contractor shall replace such employee. Failure to do so at the request of the Town within a reasonable time, shall be deemed a breach of this agreement.
8. The Qualified Contractor agrees to indemnify and save harmless the Town 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 Qualified Contractor or their employees. All arrangements for compensation will be made to residents, honouring all Town policies and procedures for damages through the Town, with the Contractors insurers being liable for all costs. The Town reserves the right to contact the insurance company to ensure compensation is made.
9. The Town agrees to pay the Qualified Contractor according to the following hourly rates:

**SEE ATTACHED LISTING**

In the event that the Qualified Contractor is required to pay overtime, bonus or holiday rates to their employees, such overtime, bonus or holiday rate shall be solely the responsibility of the Qualified 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 Town.

10. It is mutually agreed that all sums payable under this agreement shall be paid to the Qualified Contractor within thirty days of receipt by the Town of the invoice requesting such payment.



11. It is further agreed that either party hereto may terminate this Agreement by giving to the other party seven days' notice of such intention.
  
12. If Contractor fails to maintain an acceptable level of service, or Contractor's methods are not adequate to ensure completion of all required services, the Town, may terminate this contract without the aforementioned seven days' notice. Termination will be given in writing by the Manager of Infrastructure Services.
  
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.

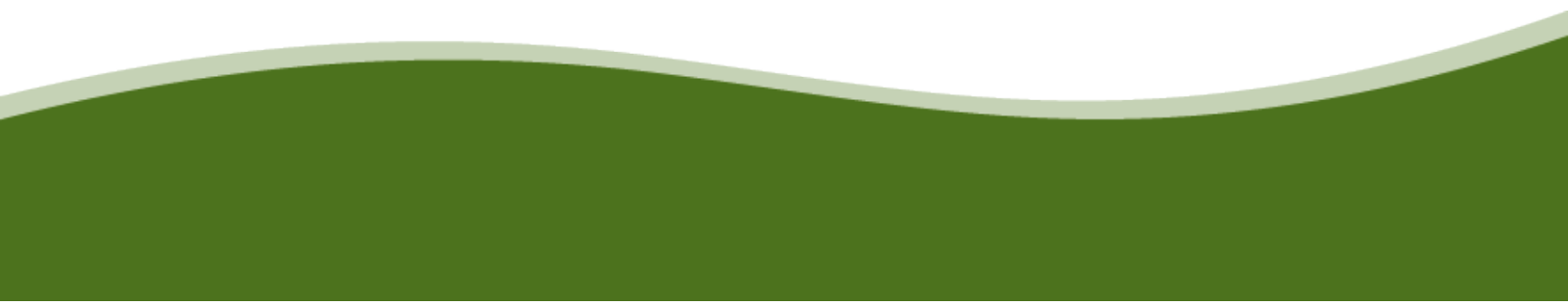
All charges, fees, and expenses of the arbitration shall be borne by either the Town, the Qualified Contractor, or proportionally by both the Town and the Qualified Contractor, depending upon their respective fault as found by the arbitrator. Provided always that this clause shall not authorize any reference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

IN WITNESS WHEREOF, the parties hereto set their hands on the \_\_\_\_\_ day  
 (Day)  
 of \_\_\_\_\_, 20\_\_\_\_\_.  
 (Month) (Year)

<b>Qualified Contractor:</b> Printer Name: _____ Signature: _____ Date: _____	<b>Town of Morinville</b> Printed Name: _____ Signature: _____ Date: _____
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## 2022/2023 Vehicle Equipment Rates

Tandem .....\$105.00/hr





## Qualified Contractor Check List

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

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Please attach the following information to this list when submitting your contract for consideration by the Town of Morinville. Qualified Contractors are listed on the Rotation List in the order that contracts (complete with all the information requested below) are received and verified.

- Memorandum of Agreement between the Town of Morinville and the Qualified Contractor.
- Copy of Business License. Expiry Date: \_\_\_\_\_
- Workers' Compensation Board Number and Letter \_\_\_\_\_
- Copy of proof of insurance for each unit listed in the Memorandum of Agreement.
- Expiry Date(s): \_\_\_\_\_
  - Copy of proof of registration for each unit listed in the Memorandum of Agreement.
- Expiry Dates(s): \_\_\_\_\_
  - Copy of Alberta Safety Fitness Certificate Commercial Vehicle Inspection Certificate for each unit listed in the Memorandum of Agreement.
- Certificate # \_\_\_\_\_ Expiry Date \_\_\_\_\_
  - Commercial Vehicle Inspection Certificate for each unit listed in the Memorandum of Agreement.
  - Certificate # \_\_\_\_\_ Expiry Date \_\_\_\_\_
  - Drivers Abstract for all employees who will be operating equipment registered in the application.
  - Copy of Drivers Licence for all employees who will be operating equipment registered in the application.

**Note: The Town of Morinville Infrastructure Services Department will only be accepting snow hauling contract packages by email. Please ensure all required documents, including this check list, are included with your application. Incomplete packages will be rejected. Please email your completed package to [pw.admin@morinville.ca](mailto:pw.admin@morinville.ca)**

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