

	MUNICIPAL DISTRICT OF PEACE NO. 135	
PREPARED BY: Administration	ADOPTED BY:	NUMBER: PW – 17
REVISED BY:	COUNCIL	Page 1 of 2
TITLE: Equipment Contractors Registry	DATE: August 9, 2022	

PURPOSE OF THIS POLICY

To establish and maintain an annual registry of interested equipment contractors available for casual work for the Municipal District of Peace No. 135 in order to institute a cost effective and equitable method of hourly equipment hiring.

POLICY STATEMENT:

1. The Municipality will advertise annually, for a minimum of two weeks prior to January 31st requesting interested equipment contractors to complete the registration form with their rates per hour, equipment and attachments for hire to be effective for January 1st to December 31st. The Municipality will accept registrations throughout the year.
2. Interested contractors must complete a new registration form each year in order to remain on the list.
3. All contractors **must** be in good standing with the Municipality at time of application and prior to hire.
4. All Contractors will be required to have appropriate insurance with a minimum of \$2,000,000 liability coverage, valid safety inspections where applicable and any other information the Municipality deems necessary prior to the start of work.
5. Priority will be given to MD businesses then to the surrounding local businesses.
6. The following conditions may apply when hiring equipment contractors: past performance, operator experience/quality of work, reliability of equipment and safety record.
7. The Municipality reserves the right to terminate equipment contractors from projects for poor performance as well as non-compliance of this policy or any of the Municipality’s safety policies.



MUNICIPAL DISTRICT OF PEACE NO. 135

PREPARED BY: Administration

ADOPTED BY:

NUMBER: PW – 17

REVISED BY:

COUNCIL

Page 2 of 2

TITLE: Equipment Contractors Registry

DATE: August 9, 2022

8. The Municipality reserves the right to release any operator and/or equipment due to abuse, harassment and/or belligerent behavior.
9. Upon termination the contractor will be asked to remove their equipment from the work site. The Municipality may not rehire a terminated operator nor may the contractor operate a piece of equipment hired by the Municipality.
10. The terminated equipment will be removed from the Equipment Contractors Registry and will only be replaced at the discretion of the Public Works Foreman. For guidance purposes, equipment contractors that are removed from the Equipment Contractors Registry may be put back on the list when the Public Works Foreman is satisfied that the Municipality directions will be adhered to. In the event that the equipment contractor is removed from the Equipment Contractors Registry on a second occasion, they will not be eligible for replacement.
11. Equipment/attachments will be paid only when in use at the rates specified on the registration form.
12. All operators must follow the directions of the Public Works Foreman or other designated employee.
13. The Municipality will only accept equipment registrations that have an hourly rate listed.
14. The owner/company is responsible for all costs associated with the mobilization, demobilization and repairing of the equipment including costs incurred from the work site to the repairing facilities chosen by the owner.



Municipal District of Peace No. 135
Box 34, Berwyn, AB T0H 0E0
Ph: (780) 338-3845 Fax: (780) 338-2222
E-mail: admin@mdpeace.com

PRIVATE EQUIPMENT REGISTRATION

Owner/Company: _____

Contact Name(s): _____

Address: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

GST #: _____

Legal Land Description where equipment is normally based: _____

Insurance Information

Insurance Company: _____ Policy #: _____

Expiry Date: _____

Workers Compensation Number _____

**** Registering equipment with Municipal District of Peace in no way obligates Municipal District of Peace to hire listed equipment ****

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

Owner's Signature

Witness' Signature

Owner's Name (Print)

Witness' Name (Print)

Date

Date

****Rental Conditions: please see next page****



RENTED PRIVATE EQUIPMENT – CONDITIONS

- 1) The Owner shall supply the listed equipment in good working condition, along with skilled and well trained operators.
- 2) Rates include operator's wages, Worker's Compensation coverage, fuel, oil, repairs, servicing, cleaning and other costs associated with owning and operating equipment. **The MD is not responsible for the cost of picks, mileage when travelling to and from job sites, or for fuel delivery.**
- 3) The Owner is responsible for all costs associated with mobilization, demobilization and repairing of the equipment including any moving costs incurred from the work site to the repair facilities chosen by the Owner.
- 4) Owner is responsible for providing the equipment noted and shall maintain it in good condition during this Agreement. Owner is responsible for providing the insurance against loss or damage to the equipment.
- 5) The MD, in the absence of its negligence, is not responsible for any loss or damage to the rented equipment.
- 6) Owner shall ensure the rented equipment meets all safety regulations under the Occupational Health and Safety Act and Highway Transport Act.
- 7) All work shall be done in accordance with MD Policy and any applicable sections of Alberta Infrastructure's "Engineering Consultant Guidelines for Primary Highway Projects" latest edition, or as directed.
- 8) Owner must carry comprehensive general liability insurance against bodily injury and property damage claims. Coverage must include liabilities assumed under written contract.
- 9) Owner agrees to indemnify and hold harmless the Municipal District of Peace No.135, its employees and agents from any and all claims and demands arising out of owner's performance of this Agreement.
- 10) The MD shall have the right to terminate this rental at any time, without penalty, if these conditions are not adhered to.
- 11) Upon termination the contractor will be asked to remove their equipment from the worksite. The Municipality may not rehire a terminated operator nor may the contractor operate a piece of equipment hired by the Municipality.
- 12) The terminated equipment will be removed from the Equipment Contractors Registry and will only be replaced at the discretion of the Public Works Foreman. For guidance purposes, equipment contractors that are removed from the Equipment Contractors Registry may be put back on the list when the Public Works Foreman is satisfied that the Municipality directions will be adhered to. In the event that the equipment contractor is removed for the Equipment Contractors Registry on a second occasion, they will not be eligible for replacement.
- 13) The MD shall have 30 days from date of receipt of invoices to submit payment.
- 14) This is to certify that the goods/services being purchased by the MD are subject to the goods and services tax.
- 15) The Municipality will only accept equipment registrations that have an hourly rate listed.

