CITY OF ST. ALBERT
TRUCK AND EQUIPMENT RENTAL 2026-2027

1. *DEFINITIONS:*

"Allowable Time" means one rotation on the Qualified Contractor Listing. One rotation shall be no greater than 150 hours.

"City" means the City of St. Albert.

"COR/SECOR" means Certificate of Recognition or Small Employer Certificate of Recognition, as granted by the province of Alberta.

"Equipment" means any one of the following either a Motor Grader, Loader, or Skid Steer (Bobcat).

"Provider" means the company or individual who owns or operates the Vehicle or Equipment.

"Qualified Contractor Listing" means a list which is maintained by the City of St. Albert of all Equipment and Vehicles available for rental purposes during the upcoming Winter Season.

"Vehicle" means a Semi-trailer and Tandem/Tridem Axle End Dump or Tandem/Tri Axle Dump Truck with snowboards as per ***Appendix A****.*

"Winter Season" means the 2026-2027 winter season, generally between November 2026 and April 2027.

2. *EQUIPMENT AND VEHICLE SPECIFICATIONS*

a) *Motor Graders shall:*
   - i. *have a minimum net horsepower rating of 125HP,*
   - ii. *be of articulated frame design,*
   - iii. *have a minimum 30% tread depth left on the tires,*
   - iv. *have the company's name clearly visible on both sides of the unit, and*
   - v. *shall arrive on site complete with new sacrificial blades on the mould board.*
   - vi. *have a "**STAY BACK 15 METRES**" reflective sign on the back*

b) *Skid Steers shall:*
   - vii. *have a minimum rating of 55 HP, and*
   - viii. *shall include a 72" wide light materials bucket.*

c) *Loaders shall:*
   - i. *be of the Rubber Tire type,*
   - ii. *have a minimum HP rating of 100 HP, and*
   - iii. *shall include a minimum 2.9 cubic metre light material bucket.*

d) *End Dump Trucks shall:*
   - i. *be of the semi tractors with tandem or tri axle end dumps with snowboards type,*
   - ii. *be less than 20 years old*
   - iii. *have all defects identified on a pre-trip vehicle inspection repaired, regardless if they are minor or major defects;*
   - iv. *be operated by competent and licensed operators, and fully equipped with CSA-approved steel toed boots, CSA-approved safety vest, as well as a first aid kit, spill control kit, and flashlight,*
   - v. *have snowboards per* ***Appendix A***
   - vi. *have a minimum capacity of 36 cubic metres, including the capacity added by the snow boards.*
     To calculate capacity, use the following formula:
     (box length)x(box width)x(box height)+(box length)x(box width)x(snow board height)x0.5

e) *Tandem/Tridem Dump Trucks shall:*
   i. *be less than 20 years old*
   ii. *have all defects identified on a pre-trip vehicle inspection repaired, regardless if they are minor or major defects;*
   iii. *be operated by competent and licensed operators, and fully equipped with CSA-approved steel toed boots, CSA-approved safety vest, as well as a first aid kit, spill control kit, and flashlight,*
   iv. *have snowboards per* ***Appendix A***

3. *PROCEDURES AND CONSIDERATIONS*

a) *By way of evaluation of submissions to this contract, the City of St. Albert shall maintain a Qualified Contractor Listing for the vehicles or equipment made available for use by the City.*

b) *All submissions must include a copy of the contractor's COR/SECOR.*

c) *All submissions must include a copy of a Letter of Account from the Worker's Compensation Board of Alberta. This document must show any Surcharges, if applicable.*

d) *Only Vehicles or Equipment listed on the Qualified Contractor Listing will be considered for usage in the 2026-2027 Winter Season.*

e) *All Vehicles and Equipment must be registered in the name of the individual or firm applying for placement on the Qualified Contractor Listing.*

f) *All Vehicles and Equipment must be in good working order prior to placement on the Qualified Contractor Listing.*

   i. *To remain eligible for inclusion on the Qualified Contractor Listing, the Provider must ensure that all listed Vehicles and Equipment have valid insurance and are certified road worthy, if necessary.*

g) *Only Contractors who hold a current Business License as confirmed on the City's assessment roll will be considered. An out of town business license cost may be in effect. Note that business licenses expire at the end of the calendar year, and as such, this winter season spans two business license cycles.*

   i. *Vehicles and Equipment must be registered with the City prior to the Winter season to be eligible for inclusion on the Qualified Contractor Listing.*
   Registration does not establish call-out priority or seniority.

h) *The Qualified Contractor Listing shall be established prior to work commencing in the upcoming Winter season.*

   i. *New contractors accepted onto the Qualified Contractor Listing will not receive a lower call-out priority solely because of the date their application was submitted or the date they were added to the listing.*

i) *Whenever possible, the City will provide, prior to call out, a minimum of eight (8) hours advance notice for the use of a Vehicle or piece of Equipment.*

j) *In the event that the Vehicle or Equipment should break down on the job ("Downed Vehicle or Equipment"), the Provider may provide an alternate unit. If this cannot be done, the balance of the time of the Qualified Contractor Listing is lost and the Downed Vehicle or Equipment shall go to the bottom of the Qualified Contractor Listing. The next Vehicle or piece of Equipment on the Qualified Contractor Listing shall replace the Downed Vehicle or Equipment. Time worked by the Downed Vehicle or Equipment will form part of its Allowable time. For Motor Graders only: Should a replacement unit for the*

Vehicle or Equipment"), the Provider may provide an alternate unit. If this cannot be done, the balance of the time of the Qualified Contractor Listing is lost and the Downed Vehicle or Equipment shall go to the bottom of the Qualified Contractor Listing. The next Vehicle or piece of Equipment on the Qualified Contractor Listing shall replace the Downed Vehicle or Equipment. Time worked by the Downed Vehicle or Equipment will form part of its Allowable time. For Motor Graders only: Should a replacement unit for the downed equipment fall into a higher rate category within the Roadbuilder's Rate book, the lower of the two rates shall apply.

k) *The City will pay the Contractor in accordance with the following hourly rates:*
   i. *grader + operator: Alberta Road Builder Rates, as appropriate to the Equipment provided;*
   ii. *skid steer + operator: $100.00 per hour;*
   iii. *rubber-tire loader + operator (Group 5 or Larger): $120.00 per hour;*
   iv. *tandem / tridem axle dump truck + operator: $100.00 per hour; and*
   v. *tandem / tridem end dump + operator: $125.00 per hour.*

l) *All Vehicles or Equipment owners must sign the attached Memorandum of Agreement and abide by its terms and conditions.*

m) *The City reserves the right to sub-contract and tender its requirements, whenever feasible, and to do all such things which may be necessary in expeditiously performing its duties.*

John Potter
Manager, Transportation Operations & Waste Management | Public Operations

MEMORANDUM OF AGREEMENT made on the_____day of_____, 2026

BETWEEN THE CITY OF ST. ALBERT
5 St. Anne Street St.
Albert, AB T8N3Z9

and

_____ Contractor Business Name

_____ Contractor Representative Name

_____ Contractor Business Address

_____ Contractor Telephone Number

_____ Contractor Email Address

("the Contractor")

WHEREAS the City is desirous of obtaining assistance in the form of Equipment, Vehicles, and operators to aid in the execution of the City's snow removal program during the 2026-2027 Winter Season;

AND WHEREAS the Contractor is engaged in the business of providing Equipment, Vehicles, and operators on an hourly basis;

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

1. The following terms are defined as follows:

"Allowable Time" means one rotation on the Qualified Contractor Listing. One rotation must be no greater than 150 hours;

"City" means the municipal corporation of the City of St. Albert, or the boundaries of the City of St. Albert, as the context requires;

"COR/SECOR" means Certificate of Recognition or Small Employer Certificate of Recognition, as granted by the province of Alberta;

"Equipment" means any of the following: Motor Grader, Loader, or Skid Steer (Bobcat);

"Qualified Contractor Listing" means a list which is maintained by the City of all Equipment and Vehicles available for rental purposes during the upcoming Winter Season;

"Term" means the duration of time during which this Agreement is in effect, as outlined in section 1(a) below;

"Vehicle" means a semi-tractor with a tandem/tridem axle end-dump trailer or a tandem/tridem axle dump truck, with snowboards as specified in Appendix A, constructed of chain-link-fence-backed plywood which is at least 100 cm high on the passenger

side and front of the box. Specifications of these snowboards are subject to change, and the contractor agrees to update the snowboards to meet these changed specifications or the contractor's name will be excluded for future callouts in the term; and

"Winter Season" means the 2026-2027 winter season, generally between November 2026 and April 2027.

a) This Agreement will be effective from the date signed by the City and will last until the conclusion of the 2026-2027 Winter Season. The hourly rates set out in section 6 apply equally to winter and summer work requested by the City under this Agreement.

b) Either party may terminate this Agreement by giving seven days' advance written notice to the other party.

2. The City agrees to place the Contractor on the Qualified Contractor Listing for the 2026-2027 Winter Season.

3. The Contractor agrees to supply the following Equipment and Vehicles with fully licensed operators on an as-needed basis, as requested by the City on eight hours' advance notice whenever reasonably possible: **(please attach list if more convenient)**

Type, Year, Make, Model	**Cu.Yd. Cap. & HP**	**Serial No**	**License No.**	**Grader Blade Punch Hole Size (*please circle*)**
				☐ 5/8 or ☐ 3/4
				☐ 5/8 or ☐ 3/4
				☐ 5/8 or ☐ 3/4
				☐ 5/8 or ☐ 3/4
				☐ 5/8 or ☐ 3/4
				☐ 5/8 or ☐ 3/4

4. The Contractor shall ensure that all Equipment and Vehicles supplied are properly licensed and kept in proper and good mechanical condition at all times.

5. The Contractor agrees that such Equipment, Vehicles, and operators will be supplied at such times and for such periods of time as the City may decide and as the City may advise the Contractor from time to time. The Contractor will not be required to supply Equipment, Vehicles, or operators for more than Allowable Time per call-out.

6. a) The City will pay the Contractor in accordance with the following hourly rates:

i) grader + operator: Current Alberta Road Builder Rates, as appropriate to the Equipment provided;

ii) skid steer + operator: $100.00 per hour;

iii) rubber-tire loader + operator (group 5 or larger): $120.00 per hour;

iv) tandem / tridem axle dump truck + operator: $100.00 per hour; and

v) tandem / tridem end dump + operator: $125.00 per hour.

b) **Mobilization time will only be paid if the equipment is utilized for less than 8 hours. Mobilization time will be equal to one hour at the applicable rate. If the equipment is used for 8 hours or greater, no mobilization time will be paid.**

c) The above-noted hourly rates are the only rates the City is required to pay the Contractor. These rates will not be altered by the fact that the Contractor may be required to pay overtime, bonus, or holiday rates to its employees.

d) The Contractor will only be paid for work expressly authorized in this Agreement.

e) The Contractor will not be entitled to payment for any work performed prior to the effective date of this Agreement or after its termination.

7. The Contractor will invoice the City at the conclusion of each call-out based on the hourly rates noted in section 6. The City shall pay all sums payable under this Agreement to the Contractor within 30 days of receipt of the invoice requesting such payment. Notwithstanding this, the City may inspect the books, time sheets and records of the Contractor related to the performance of the work under this Agreement to verify an invoice prior to payment.

8. a) The Contractor shall supply the City with a Certificate of Insurance demonstrating that the Contractor has a comprehensive general liability insurance policy, with carriers and on terms satisfactory to the City, providing coverage of at least TWO MILLION DOLLARS ($2,000,000) per occurrence inclusive, for bodily injury and property damage, including coverage for the Contractor, subcontractors, servants, agents and employees. The policy must meet all requirements outlined in the sample certificate of insurance attached hereto as **Schedule A**.

The Contractor shall ensure that the City is added as an additional insured and that the City will be given 30 days prior notice of any cancellation or substantial change in the coverage.

b) The Contractor shall maintain automobile liability insurance with a limit of TWO MILLION ($2,000,000) DOLLARS per occurrence, for bodily injury, death and damage to property, for all vehicles owned, leased or operated by the Contractor, its subcontractors, servants, agents and employees, which are used for the purpose of, in conjunction with, or in any matter related to this Agreement.

c) The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements scheduled to expire before completion of services must be renewed before expiration.

d) All insurance policies, including any in place on the Contractor's Equipment and Vehicles, shall provide a waiver of subrogation in favour of the City.

e) The Contractor will maintain workers' compensation insurance as required by law in its jurisdiction.

9. The Contractor agrees that the Equipment and Vehicle operators supplied by the Contractor to the City will be, for the duration of the Term, bona fide employees of the Contractor and the duties of the Contractor will not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the City. This consent may be withdrawn at any time by the City.

   The Contractor shall be solely responsible for all of the following:

   a) wages payable to the Equipment and Vehicle operators;

   b) employment insurance contributions for the Equipment and Vehicle operators; and

   c) all other deductions at source and matters relating to the Equipment and Vehicle operators.

10. The Contractor shall ensure that engine retardant brake systems are not operated within the City during the course of providing the work outlined under this Agreement.

   a) The services will be furnished by the Contractor as an independent contractor and not as an agent, employee, or servant of the City. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the services in accordance with the requirements set out in this Agreement, and the City has the right to direct employees of the Contractor solely regarding what functions and tasks are required to be performed. The contractor agrees to remove immediately any of its employees, agents, or representatives from assignment to perform the work under this Agreement upon receipt of a written request to do so from the City. The Contractor's failure to do so may result in a termination of the Agreement by the City.

   b) The Contractor acknowledges that the entire compensation for the work is set forth in section 6 and the Contractor is not entitled to any City benefits, including but not limited to vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to City employees.

   c) The Contractor will have and maintain complete responsibility and control over all of its employees, agents, and representatives. No employee, agent, or representative of the Contractor will be or deemed to be, or act or purport to act, as an employee, agent, or representative of the City.

11. a) In consideration of the contractor's inclusion on the list of prequalified bidders, the Contractor agrees to, at all times hold harmless and fully indemnify the City, its officers, officials, agents, and employees from and against any and all claims, actions, suits, liability, loss, expenses, damages, judgments, and demands of any nature whatsoever, including reasonable costs and lawyer and own client costs in defense thereof, which may be brought against or made upon the City, its officers, officials, agents, and employees, for any loss, damage, sickness, disability, injury, and death to any person or property (including without restriction, the officers, employees, subcontractors, servants, and agents of the Contractor and the City) resulting or arising from the Contractor's acts, errors, or omissions in the performance of this Agreement by the Contractor. This obligation to indemnify will survive the Term and/or termination of this Agreement.

   b) With regard to any claim against the City, its officers, officials, agents, and employees by any employee of the Contractor or anyone employed by them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement will not be limited in any way by any limitation on the amount or type of damages, compensation, or

benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

c) To the extent that the Contractor leaves or stores its Equipment or Vehicles in the City's yard or on City property, the Contractor does so at the Contractor's own risk. The Contractor shall safeguard its own property and the property of its employees, agents, and representatives, and under no circumstance will the City be responsible for Equipment, Vehicles, or other property lost, stolen, vandalized, or otherwise damaged from or on City land.

12. In the event of a dispute arising between the parties as to the proper interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be resolved in accordance with the following procedure:

a) each party shall appoint one representative;

b) the two representatives will meet and if the two representatives are able to agree, then their decision will be final;

c) if the two representatives are unable to agree, then the party requesting that the matter in dispute be resolved in accordance with the provisions of this section 13 (the "Disputing Party") shall notify the other party (the "Defending Party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice");

d) within seven days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action;

e) the terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action;

f) the parties shall within ten days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator ("Arbitrator") who shall be acceptable to the parties. If the parties fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the Alberta Arbitration and Mediation Society to name the Arbitrator;

g) not later than twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make a written decision and provide the same to the parties immediately;

h) unless the Arbitrator orders otherwise, the parties shall equally bear the costs of the arbitration;

i) the decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts; and

j) except as modified by this Agreement, the provisions of the Arbitration Act R.S.A. 2000, c. A-43, as amended, shall apply.

This section 12 does not authorize any reference to arbitration to any matter or question which, under this Agreement, is expressly or by implication required to be decided solely by the City.

13. The Contractor acknowledges that the City is bound by the *Access to Information Act* and the *Protection of Privacy Act*, as amended, as well as other applicable information and privacy legislation, and is required to collect, use, and disclose information only in accordance with that legislation.

14. The Contractor will comply with all applicable federal, provincial, and local laws, rules, and regulations in the performance of the work hereunder, including City business licensing requirements.

15. This Agreement will be construed as having been made and delivered within the province of Alberta. The parties agree that this Agreement will be governed by the laws of the province of Alberta, both as to its interpretation and performance.

16. The parties acknowledge that this Agreement, including Schedule A and Appendix A, is the complete expression of their agreement regarding the subject matter contained herein. Any oral or written representations or understandings not incorporated hereunder are specifically excluded.

17. The parties agree that the forgiveness of performance or waiver of any provisions of this Agreement does not constitute a waiver of such provision or future performance or prejudice the right of the waiving party to enforce any provision at a later time.

18. Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out at the beginning of this Agreement. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served.

By the hands of their duly authorized signatories, the parties respectively execute this Agreement on the dates indicated below:

CONTRACTOR		**CITY OF ST. ALBERT**	
Per:		**Per:**	
Printed Name:		**Printed Name:**	**John Potter**
Date:		**Date:**	**October 27, 2026**

Appendix A (6 pages)