C O N T R A C T

for

2023 GRAVEL HAUL

INVITATION TO ACCEPT BIRCH HILLS COUNTY'S 2023 GRAVEL HAUL RATES

IF YOU ACCEPT THIS CONTRACT, PLEASE HAVE IT SIGNED AND SUBMITTED By May 1st, 2023 AT 2:00 P.M.

Date of Contract _____

Contractor _____

GRAVEL HAUL FUEL ESCALATION COST

Birch Hills County recognizes the ever growing input costs that our contractors must face. Fuel prices being the main cost increase in the past year. As fuel prices do not show any signs of relief, a fuel escalation cost has been determined, based on a full day of work and consuming 500 liters of fuel on average.

The current rack fuel price as of March 21st, 2023 is $1.459/L for bulk clear diesel. This current haul rate of $0.37 will increase $0.01 with every $0.05 increase in fuel prices, also the haul rate will decrease $0.01 with every $0.05 decrease in fuel prices. Fuel prices will be checked each pay period and the rate adjusted accordingly.

Below is a chart showing the change in rates compared to fuel prices.

PRICE OF FUEL (up to)	RATES	
$1.25/ LITER	$0.32	
$1.30/ LITER	$0.33	
$1.35/ LITER	$0.34	
$1.40/ LITER	$0.35	
$1.45/ LITER	$0.36	
$1.50/ LITER	$0.37	
$1.55/ LITER	$0.38	
$1.60/ LITER	$0.39	
$1.65/LITER	$0.40	
$1.70/LITER	$0.41	
$1.75/LITER	$0.42	
$1.80/LITER	$0.43	
$1.85/LITER	$0.44	

BIRCH HILLS COUNTY
GRAVEL HAUL LIST

Birch Hills County would like to invite you to the 2023 gravel program.

The position entails providing a Gravel Truck and/or Truck & Pup or Belly Dump trailer for placement on the gravel haul list.

The list will consist of approximately nine units to haul roughly 40,000 tonnes of crushed gravel per year for graveling operations for a one-year term of work. Effective for the 2023 Gravel Haul season, the duration of the haul will be extended to lessen the impact on County roads. 3 trucks will be hired per month for a total of 3 months.
Drivers will be responsible to scale and load their own trucks using the County Loader and are expected maintain a consistent gravel spread of 270 tonnes per mile; (9)-30 tonne loads per mile. A map will be supplied with gravelling locations. There will be no Loader Operator, Gravel Checker to spot positions, or water truck. The County Supervisor will be the point of contact for the gravel program.

This rate will be in effect from May 1, 2023 to April 30, 2024.

The bid has been set as follows for Belly Dumps on the following page.

Payment Calculations are as follows:
Total Payment = (Haul Rate x Miles x Tonnes) + (Loading Factor x Tonnes)

Example
Haul Rate: 0.39
Miles Hauled:
Tonnes: 30
Loading Factor: 1

Total Payment = (0.39 x 33 x 30) + (1 x 30)
Total Payment = (386.10) + (30)
Total Payment = $416.10

Michael Coy
Michael Coy
Director of Public Works

BIRCH HILLS COUNTY
GRAVEL HAUL LIST

REGISTERED OWNER: _____

_____

MAILING ADDRESS: _____

_____

TELEPHONE NUMBERS: _____

EMAIL ADDRESS: _____

FAX NUMBER: _____

UNIT DESCRIPTION: _____
(Year, Make, Model, Serial Number)

_____

TRUCK LICENSE NUMBER(S): _____

BOX CAPACITY (TONNES): **TRAILER:** _____

PUP/WAGON: _____

INSURANCE COMPANY: _____

INSURANCE POLICY COVERAGE: _____
(Minimum acceptable coverage $2,000,000.00 & Birch Hills County additionally insured)

G.S.T. REGISTRATION NUMBER: _____

W.C.B. NUMBER: _____

LOADING FACTOR: __1.00 /Tonne **HAUL RATE:** __0.37 /Mile

Box 157, Wanham AB T0H 3P0 Telephone: 780-694-3793 Fax: 780-694-3788
E-mail: dpw@birchhillscounty.com

GRAVEL HAUL AGREEMENT

MEMORANDUM OF AGREEMENT entered into and concluded in duplicate this

_____ Day of _____, A.D. 2023.

BETWEEN: **BIRCH HILLS COUNTY**

A County incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "County")
OF THE FIRST PART

AND

_____

(hereinafter referred to as the Contractor)
OF THE SECOND PART

WITNESSETH that for and in consideration of the covenants and agreements on the part of the County, hereinafter contained and the prices hereinafter mentioned the Contractor for himself, his executors, administrators and assigns, covenants and agrees with the County to do, furnish and perform the works and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

1. The Contractor hereby agrees to provide a Gravel Truck and Belly Dump unit for placement on the Birch Hills County Gravel Haul List. The list will consist of trucks to haul approximately 30,000 to 40,000 tonne of crushed gravel from various County gravel pits and County gravel stockpiles to various roads located within the County during the 2023 construction season, in strict accordance with the specifications hereto attached, and to deliver the same over, complete and fully finished in every way particular to the County.

2. The Contractor hereby agrees to accept the weights measured by the payload systems attached to the County Loader.

3. The Contractor has read and fully understands the contents of the Birch Hills County Contract Trucking Policy, hereinafter referred to as Schedule "A" hereto attached, and the Contractor and his Driver(s) agrees to the terms contained therein.

4. This contract shall not be all-inclusive for the gravel haul within the County for the current year. The County may, without prejudice to any other right or remedy it may have, engage others outside this contract to haul gravel when it deems it necessary.

5. The Hauler, while operating within the County, shall at all times comply with all relevant statues, regulations, by-laws and resolutions, including, without restricting the generality of the foregoing, all permits, licenses and approvals issued by the County and the directions from time to time of the Chief Administrative Officer.

6. That the Contractor shall be liable for the indemnify and save harmless the County from and against all manner of claims, losses, costs, damages and expenses which may in any way be incurred, suffered or sustained by or imposed by upon the County or the lands by reason of, arising out of or in any way connected with the operations of the Contractor under this agreement, including injury occasional to or suffered by any person or damage to any property caused by the Contractor, its employees, agents or subcontractors.

7. No claim shall be made by the Contractor on account of any loss resulting from misinterpretation of this document.

IN WITNESS WHEREOF the County and the Contractor have hereto affixed their corporate seals attested by the hands of their duly authorized officers in that behalf on the day and date first above written.

BIRCH HILLS COUNTY

_____

Michael Coy, Director of Public Works

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
)
)

_____ _____

WITNESS as to the signature of **CONTRACTOR**

PROJECT: 2020 GRAVEL PROGRAM AND STOCKPILING

Schedule "A"

POLICY

Department	Policy No.	Page
Public Works	**32/01/16**	**1 of 5**
Policy Title	**Date:**	**Resolution No.**
Contract Trucking Policy	**Nov. 10, 2016**	**RC16-443**

POLICY STATEMENT

Birch Hills County recognises the need for a safe environment for the Motoring Public, during graveling projects within Birch Hills County. The County also believes in the use of private trucks and equipment located within the boundaries of the county and distribution of this work amongst operators as fairly as possible. This policy is to outline the requirements for the hiring of trucks for the Gravel Haul program.

1. GENERAL

A. There shall be one list of gravel trucks registered for work with Birch Hills County. This list consists of eligible tandem/tridem axle truck and pup/wagon owners and tandem/tridem axle dump truck owners.
B. The operating year shall be from January 01 to December 31.
C. All Trucking Companies assigned to the Contract List must provide a licensed, competent driver, while fulfilling work needs for the County.

2. SELECTION PROCEDURE

Eligibility may be limited to one (1) truck unit only per principal (permanent) residence or permanent company operation within the boundaries of Birch Hills County, depending on haul requirements and registrant response. If the registrant is a renter, a signed affidavit from the principal landowner stating the legal land description, confirming that the renter does reside at the land location and stating whether the renter has had this location as his permanent residence for at least the last six (6) consecutive months.

The selection of trucks for the gravel haul is to be made based on the following allocation priorities:

A. County resident owned trucks in order of total years hauling in the last 10 years with the County historically, with a limit of one truck per owner/renter. In the event of a tie, numbers will be determined randomly.

B. Additional County resident owned trucks, in order of total number of years hauling in the last 10 years with the County historically, one additional truck per owner to a maximum of 2 trucks, until all County resident owned trucks are selected or the optimum number of trucks is selected.

C. County trucks owned by individuals that have land in the County but are not a resident.

D. Trucks where owners have missed the equipment registration cut off or non-resident trucks will only be used if County trucks are unavailable.

Trucks that belong to an incorporated company whose owner(s) reside in the County shall be deemed to be County resident owned trucks, regardless of the operator's municipality/County of residence.

3. CONTRACT REQUIREMENTS

A. All Contractors must provide and maintain documentary proof of the following:
   i. Alberta Government Registration proving ownership.
   ii. Valid insurance policy showing minimum requirement of two million dollars ($2,000,000.00) coverage for Public Liability and Property Damage. A copy of the policy is to be provided to Birch Hills County prior to commencement of work.
   iii. Current Vehicle Safety Inspection Certificates
   iv. Active account in good standing with the Worker's Compensation Board.
   v. All drivers must have a valid Alberta Drivers License with the correct classification and endorsements. A driver's abstract must be supplied upon request.
   vi. Falsification of any records will result in immediate permanent suspension from the Trucking Program.
   vii. Registered truck owners shall keep Birch Hills County informed of any and all changes in registration documentation. Failure to provide updated documents could result in permanent suspension from the Trucking Program.
   viii. A registration update will be completed in December of each year.

4. RATES

A. Rates will be based on the Birch Hills County bid outline.

B. In the event of an emergency call out, payments will be based on the hourly government rate.

C. All trucks contracted out on an hourly basis will be paid from the time they report to the job site, not from the time they leave their yard. The hours of work to be paid will be those during which the contractor's equipment is actually in use. Breaks, refueling, and other such activities will not be reimbursed by the County.

5. CALL OUT PROCEDURES

A. The County will call the Trucking Company by telephone at the numbers listed on the owner's registration form, between the hours of 7:30 a.m. and 10:00 p.m. Monday through Sunday. The contractor will be called only once unless the phone is busy. If this is the case, we will try for one hour. Contractors shall ensure they have an answering machine that works and have advised the Public Works Department if their phone number has changed. Should the contractor receive a message, they must call back to confirm availability by the time specified in the message.

B. The Trucking Company must have a person at the contact number with the authority to act on behalf of the Company to accept or reject an offer by the Public Works representative for a turn of work. Failure to do so may result in loss of position in the Trucking Program.

C. Any Trucking Company occupying a position on the list who does not report for work when called or instructed to do so, will be given one written warning. If there is a subsequent infraction, the Trucking Company shall be removed from the gravel haul.

D. Under no circumstances shall the Trucking Company quit his turn of work without giving twenty-four (24) hours notice. Failure to give notice will result in one written warning. Subsequent infractions will result in removal from the program.

E. During a County haul program the first truck to be cut off from loading at the end of the day will be the first truck loaded to start the next day. The second cutoff will be the second loaded the next day and so on and so forth. Loading order will be maintained throughout the haul and any trucks arriving early will have to wait their turn to be loaded.

6. JOB CONDUCT

F. The Public Works representative, upon written notification of policy infractions, may suspend any driver from the Contract Trucking Program. A copy of the infraction report will be sent to the Trucking Company. Two such warnings during one operational year will result in removal of the driver from the Trucking Program.

G. The Public Works representative will use his discretion to determine the need for a written infraction report. A driver may receive a written warning for any of the following reasons:
   i. Failure to follow instructions
   ii. Being careless
   iii. Exceeding the posted speed limits
   iv. Failure to remain in numbered order to and from the pit on the designated haul routes
   v. Poor job performance

H. All trucks and equipment will be operated in a safe and professional manner. The County Gravel Haul Rules and Safety Requirements is to be followed, signed and acknowledged by all contractors and employees. The Occupational Health and Safety Act, Regulation and Code along with the County Health and Safety Policy and any other relevant legislation are to be followed at all times.

I. As a requirement of the contract, all Contractors (drivers) and equipment operators must wear a reflective safety vest, and CSA approved steel toed footwear at all times and a hard hat when outside of the vehicle.

J. Infractions on the job of a serious nature will result in the immediate and permanent removal of the driver from the program. The Transportation Supervisor will use his discretion in determining the severity of the infraction. An example of such infractions includes but is not limited to the following:
   i. Alcohol abuse
   ii. Drug abuse
   iii. Insubordination
   iv. Abusive or obscene language directed at a County Employee, another driver, or member of the Public
   v. Harassment
   vi. Threat of physical abuse

K. Booking on and off must be done in person, or by written notification from the registered owner or his representative.

L. If a truck leaves the gravel haul prior to completion, to undertake other work, they will not be accepted back onto the current gravel haul and will move to the bottom of the list for next year. Trucks leaving due to mechanical breakdown or operator illness may be allowed back on the current gravel haul when providing proof of repair (copy of repair invoices/work orders) or proof of illness (letter from physician) to the Birch Hills County representative in charge. In this case, when a truck returns back to the gravel haul already in progress, a spot will be created

in the loading order based on when the truck arrives at the pit. It will line up behind any other trucks being loaded at that time.

M. Trucks are expected to remain on the entire gravel haul program, regardless of the area being hauled in, length of haul, or other geographical factors. Trucks who sign up and leave the haul early or not show up at all, will go to the bottom of the list for next year. Unless trucks are removed from the haul due to short hauls, then they will get called back when the gravel haul would require them again.

This Policy supersedes any other material in any policies that contain the same topics as this Contract Trucking Policy.

This Policy will be effective immediately on the date that it is signed.

Original Signed
REEVE

Original Signed
C.A.O

Original Date Adopted by Council / Motion Number: Nov. 10, 2016 / RC16-

Amended:

BIRCH HILLS COUNTY
SAFETY INSTRUCTIONS FOR TRUCK OWNER/OPERATORS

GENERAL INSTRUCTIONS:

1. All truck owner/operators shall ensure that their equipment meets all operational and maintenance requirements under the following:

    - Motor Vehicle Administration Act
    - Highway Traffic Act
    - Occupational Health & Safety Act
    - Motor Transport Act
    - National Safety Code Standards
    - All other relevant legislation

2. All truckers must comply with all company safety policies and procedures.

3. Any personal injuries, property damage, hazards and near miss accidents must be reported immediately to the Project Manager.

4. Truck operators are to be in a safe position while the trucks are being loaded.

5. Tailgates must be properly fitted when closed to avoid spillage.

6. All trucks are to be loaded in a manner to prevent spillage while traveling.

7. All trucks must travel on designated Haul Roads.

8. All posted speed limits and traffic control procedures must be strictly adhered to.

9. No passing within the pit or stockpile areas.

10. When traveling on designated haul roads, **NO PASSING IS PERMITTED**.

11. During hauling operations a safe distance must be maintained between trucks.

12. Trucks shall not be operated in a reckless or careless manner.

13. Truck Operators must exercise care and attention when working in the vicinity of overhead powerlines.

14. Trucks must be fully stopped when manually controlled endgates are being closed.

15. No work shall be performed under a raised truck box or cab until they have been securely blocked.

16. Truck Operators must remove any rocks that are wedged between dual wheels.

17. After loading or dumping, the operator must remove any loose material from the equipment.

18. All trucks are to be equipped with a functional back-up alarm system to adequately warn workers who are directly in, or could be in, the path of a vehicle while it is backing up.

19. Truck Operators are to use extreme caution while driving on School Bus Routes. Contact Birch Hills County for details.

20. Failure to comply with all or any of these Safety Instructions could be grounds for dismissal.

PROJECT MANAGER: Michael Coy

I HAVE READ, UNDERSTOOD, AND WILL ABIDE BY THESE CONDITIONS

TRUCK OWNER: _____

DATE: _____