



Private Equipment Registration Application

Applicant Contact Information

 Annual Gravel Program Equipment Registry Both

Company Name:

Owner's Name:

Mailing Address:

Phone Number(s):

Cell:

Email:

Fax:

Base of Operations (Physical Address or Legal Land Description):

National Safety Code Number (If applicable):

Carrier Profile Attached (If applicable)

Insurance Information:

Insurance Company:

Policy Number:

Expiry Date:

Certificates of Insurance Attached

Other Information:

WCB Account:

WCB Clearance Letter Attached

Certificate of Recognition (COR) number, if applicable:

GST Number:

Acknowledgement and Agreement:

By completing, executing and submitting the Private Equipment Registration Form, the Applicant hereby acknowledges and agrees as follows:

1. The Applicant has read, understands, and agrees to comply with the provisions of the Municipal District of Fairview No. 136's Policy TRN30 – Equipment Registry and have sought clarification, where necessary.
2. Successful registration of equipment in no way obligates the Municipal District of Fairview No. 136 to enter into a contractual relationship with the Applicant. Such registration indicates that an equipment contractor has been pre-qualified to perform work for the Municipality and shall not be construed as a guarantee of selection to perform such work.

3. Only Equipment Contractors who are in good standing with the Municipality shall be eligible for registration. Pursuant to Policy TRN30 – Equipment Registry, An Equipment Contractor is not in good standing with the Municipality if:
 - the Equipment Contractor is engaged in litigation or arbitration with the Municipality; or
 - the Equipment Contractor has an outstanding debt (including, but not limited to: tax levies, utility levies, community aggregate levies accounts receivable) owed to the Municipality.
4. The Municipality has sole and unfettered discretion to determine which Equipment Contractor(s) are selected to perform work for the Municipality. The Municipality shall evaluate and select equipment contractors to perform work using the evaluation criteria (and corresponding weighting) established in Policy TRN30 – Equipment Registry, together with any applicable procedures developed thereunder.
5. Following completion of work for the Municipality, the Municipality will evaluate an Equipment Contractor's performance and create a written record of the same. An Equipment Contractor's performance record may be used by the Municipality in subsequent years during the evaluation and selection of registered Equipment Contractor(s) for the performance of work for the Municipality.
6. An Equipment Contractor selected to perform work for the Municipality will be required to enter into an agreement with the Municipality detailing the terms and conditions of such work. Such agreement shall not create a relationship of employer and employee, a partnership or a joint venture; the Equipment Contractor shall be considered an independent contractor.
7. An Equipment Contractor selected to perform work for the Municipality, shall provide and utilize only personnel or subcontractors who are competent and have the qualifications, experience and capabilities to operate the subject equipment and perform the agreed-upon scope of work. This shall include ensuring that all personnel or subcontractors have valid Alberta Operator's Licences with the correct classification and endorsements, if applicable.
8. An Equipment Contractor selected to perform work for the Municipality shall be required, at its own expense, to procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the performance of said work.
9. An Equipment Contractor selected to perform work for the Municipality shall ensure that all licenses and permit necessary for the performance of the work are obtained and maintained throughout the term of the agreement.
10. An Equipment Contractor selected to perform work for the Municipality shall be solely liable for the wages, benefits, compensation, work schedules and work conditions of any employees or sub-contractors and will be responsible for acts and omissions of sub-contractors and of persons employed by them for acts and omissions of persons directly employed by the Equipment Contractor.
11. An Equipment Contractor selected to perform work for the Municipality shall be responsible for compliance with all *Occupational Health and Safety Act*, Code and regulations, relating to the work performed. Further, the Equipment Contractor and their employees shall be required to complete a mandatory health and safety orientation prior to performance of work for the Municipality.
12. The following shall be enclosed with a completed and executed Private Equipment Registration Form:
 - Proof of commercial general liability insurance (from an insurer licensed in Alberta), in an amount not less than \$5,000,000.00 inclusive per occurrence, against bodily injury, personal injury, and property damage;
 - Proof of automobile liability insurance (from an insurer licensed in Alberta) on all vehicles owned, operated or licensed in the name of the Equipment Contractor which are listed in the Private Equipment Registration Form in an amount not less than \$5,000,000.00 inclusive per occurrence, against for bodily injury, death and property damage;
 - WCB Clearance Letter, providing proof of active account, in good standing with the Worker's Compensation Board of Alberta;
 - Current Commercial Vehicle Inspection Program Certificates, if applicable;

- Carrier Profile, having been obtained within 30 days of the date of submission of the Private Equipment Registration Form.

13. The insurance requirements stated herein are intended to be construed as minimum requirements. Equipment Contractors shall ensure that they obtain and maintain insurance, in an adequate type and amount, that a prudent Equipment Contractor would maintain for the purposes of carrying out the agreed upon scope of work. Dependent on the agreed upon scope of work, the Equipment Contractor may be required to obtain and maintain insurance, in a type and amount, that exceeds the minimum stated herein.

14. All rates provided by Applicant shall be on an hourly basis, with the exception of gravel trucks participating in the Municipality's annual Gravel Program. Equipment Contractors selected to perform work for the Municipality will be paid at the quoted hourly rate, which shall not exceed the rates established in the current Alberta Road Builder's and Heavy Construction Association Equipment Rental Rates Guide.

15. The Municipality uses its discretion in determining whether Equipment Contractors selected to perform work will be compensated for mobilization of equipment. Gravel trucks participating in the annual Gravel Program will not be compensated for mobilization.

16. Gravel trucks participating in the Municipality's annual Gravel Program shall be paid according to the following formula:

$$\text{Basic Loading Factor} \times \text{Tonne} + \text{Tonne Kilometre} \times \text{Tonne} \times \text{Kilometre}$$

Council, by motion, establishes Basic Loading Factor and Tonne Kilometre annually.

17. An Equipment Contractor selected to perform work for the Municipality shall at all times and without limitation, indemnify and save harmless the Municipality, its directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the Indemnified Parties may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct result of:

- a) the misconduct, negligent action or negligent failure to act, as the case may be, of the Equipment Contractor and/or any of those persons for whom the Equipment Contractor is responsible at law;
- b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement to be fulfilled, kept, observed or performed, as the case may be; or
- c) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or failure to act of the Equipment Contractor and/or any of those persons for whom the Equipment Contractor is responsible at law.

Affixing a signature below indicated that the Applicant has read, understood and agreed to the terms and conditions detailed herein:

Owner's Signature:	Witness' Signature:
Owner's Name (print):	Witness' Name (print):
Date:	Date:



2025 Private Equipment Registration

Owner/Company Name: _____

Description of Unit	Make	Model	Year	Serial Number	Capacity (Cubic Metres)	Mobilizaion Rate	Attachments	Hourly Rate	24 Hour / Emergency Availability
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
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									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No
									<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Owner's Name: _____

Witness Name: _____

Owner's Signature: _____

Witness Signature: _____

Date: _____

Date: _____