



**EXPRESSION OF INTEREST  
CITY OF MELFORT**

**DATE:** \_\_\_\_\_, 20\_\_

**I. I/WE** \_\_\_\_\_  
**OF** \_\_\_\_\_

do hereby agree to supply the following equipment subject to the terms and conditions as set out herein.

**II. NATURE AND LOCATION OF WORK**

To supply equipment and experienced operators to perform work within the City Limits, the Melfort Regional Solid Waste Facility and Melfort Airport – Miller Field. Work may include repairing water breaks, sewer relines, snow removal, gravel hauling, equipment hauling, green space maintenance and clean up of unsightly yards and other areas.

**III. CONTENTS OF THIS AGREEMENT**

The undersigned having examined the general provisions and specifications; along with the terms and conditions furnished with this Expression of Interest for the above-mentioned work, and which are listed and identified as follows:

- Memorandum of Agreement (1 page)**
- Expression of Interest (2 pages)**
- Equipment Expression of Interest (1 Page)**
- Terms & Conditions (4 pages)**
- Contractor Occupational Health & Safety Compliance Form (4 pages)**

**EQUIPMENT & OPERATOR EXPRESION OF INTEREST BID FORM**

**CONTRACTOR** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_

TYPE OF EQUIPMENT	MAKE	MODEL	YEAR	SERIAL #	HP/KW	M3/YARD CAPACITY	UNIT BID/HOUR (RENTAL RATE & HRLY) (OPERATOR RATE)	HRLY TRAILER MOBILIZATION RATE (If applicable)	REMARKS

Should this Expression of Interest be accepted, the undersigned agrees to execute the prescribed Memorandum of Agreement for the faithful performance of the works covered by this Expression of Interest.

**DATED THIS** \_\_\_\_ **DAY OF** \_\_\_\_\_, **20**\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**BY** \_\_\_\_\_

\_\_\_\_\_

**EMAIL** \_\_\_\_\_

Name of Individual, Partner or Corporation, please print

\_\_\_\_\_  
Signature of Individual, Partner, or Authorized Signing Office

**POSTION** \_\_\_\_\_

For office use only
Approved _____
Date _____



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**TERMS AND CONDITIONS**

1. The hourly rate quoted under Unit Bid, will be compensation for the equipment and operator including such items but not limited to fuel, repairs, servicing and sustenance.
2. The supplier list will be generated on unit bid price, equipment and estimated delivery time.
  - 2.1 Suppliers must be able to deliver the equipment within a minimum of two hours. This does not include pre trip preparation, only driving time.
3. Normally the Contractor will be given 48 hours notice to commence working. Should the contractor fail to supply required equipment and operator, The City of Melfort reserves the right to default the Contractor and proceed to the next bidder.
4. Equipment Operators will be contacted from the established list, based on the unit bid price, estimated delivery time, equipment and availability.
  - 4.1 If the supplier that meets all the necessary criteria is not available, the City of Melfort will proceed down the list in order of lowest overall cost, equipment and availability.
  - 4.2 A visual inspection will be carried out prior to acceptance of the unit to ensure all safety components are in place and in good working order.
5. The contractor shall only employ operators with sufficient skill and experience to perform properly the work assigned to them. If any employee is careless, incompetent, obstructs the progress of work, acts contrary to instructions or conducts themselves improperly, the Contractor shall, at the written request of the Engineer or Designate, discharge or otherwise remove such employee from work, and shall not again reemploy without the approval of the Engineer or Designate.
6. Any equipment not producing the results required by the contract, and so designated by the Engineer or Designate, shall be replaced with satisfactory equipment, or repaired or adjusted to a satisfactory working condition. This agreement shall be terminated if, in the opinion of the Engineer or Designate, an excessive amount of lost time is suffered because of equipment breakdowns. It shall be operated as directed by the Engineer or Designate in such a manner as to obtain maximum production under prevailing conditions.
7. The quality of work performed must be done to the satisfaction of the Engineer or Designate, who will decide all questions that may arise as to quality and acceptability, the work performed, the rate of progress and the acceptable fulfillment of the Contract.



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- 8.** If the progress or quality of work is unsatisfactory, the City of Melfort reserves the right to cancel a portion or all of this agreement at any time. No payment will be made for any work that is deemed to be unsatisfactory.
- 9.** The type and/or amount of equipment to be utilized on a project will be determined by the Engineer or Designate.
- 10.** The hours paid for will be hours actually worked based on unit bid price.
- 11.** Mobilization of the unit will be paid based on costs stated in the Expression of Interest, to the job site only, with the following exceptions pertaining to units that are mobilized by truck and trailer.
  - 11.1** For units that are mobilized by truck and trailer, mobilization will be paid to and from the job site, not including standby time.
  - 11.2** No allowance will be made for moving equipment from the job if it is not mobilized by truck and trailer.
- 12.** It is understood that all other persons employed by the Contractor in connection with the above described work are to be considered as the Contractor's employees for the purposes of the Worker's Compensation Board and the Contractor accepts responsibility for so reporting to the Worker's Compensation Board. WCB number must be provided.
- 13.** The Contractor shall at all times, during the progress of the work specified in this agreement, take all necessary precautions to prevent and avoid accidents to workers and other persons or property. With respect to all persons engaged by the Contractor in the performance of work covered by the agreement, the Contractor shall indemnify and save harmless the City of Melfort from any and all actions, causes of action, claims, demands and remedies whatsoever which the workers or other persons may have or pretend to have against the City of Melfort in respect of such damages or injury under the Worker's Compensation Act, or otherwise.
- 14. Public Liability and Property Damage**
  - 14.1** The Contractor shall maintain, at its expense, general liability insurance in respect of injury or death to persons or loss or damage to property in an amount of not less than:
    - a) \$2,000,000.00 per occurrence for work not on the road surface, and:
    - b) \$2,000,000.00 per occurrence for work that includes working on the road surface;

- 14.2** The insurance shall also include coverage for all licensable vehicles used to perform the work, whether or not such vehicles are owned by the Contractor. If requested by the City, the Contractor shall promptly provide the City the insurance policies (including renewals) required to be maintained or other evidence of such insurance satisfactory to the City and proof that such insurance remains in full force and effect.
- 14.3** The insurance shall survive the expiration or termination of this Contract with respect to any cause of action which arises prior to acceptance of the work. The insurance shall not be cancelled or altered prior to acceptance of the work without 30 days written notice by registered mail or personal delivery to the City. If insurance is cancelled or altered the Contractor shall cease all operations and shall not resume operations until new insurance is secured, and evidence of such insurance is satisfactory with the City.
- 15.** The contractor shall, at all times, observe and comply with all Federal and Provincial laws, all local bylaws, ordinances and regulations, including Occupational Health and Safety Regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work.
- 16.** The City of Melfort will issue a permit to work on all projects, prior to the project start date. The permit must always remain on the work site .
- 17.** Please submit by mail, email or in person to:  
Melfort City Hall  
202 Burrows Ave West  
Box 2230  
SOE 1A0  
306-752-5911  
Email: [city@melfort.ca](mailto:city@melfort.ca)



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Should this Expression of Interest be accepted, the undersigned agrees to execute the prescribed Memorandum of Agreement for the faithful performance of the works covered by this Expression of Interest.

The undersigned acknowledges receipt of the following addenda pertaining to the proposed work:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

BY \_\_\_\_\_  
(Name of Individual, Partner or Corporation)  
(Please print or type)

\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature of Individual, Partner or  
Authorized Signing Officer

\_\_\_\_\_  
Position

Telephone \_\_\_\_\_  
Business

\_\_\_\_\_  
Cell

Email \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Operations Manager

\_\_\_\_\_  
Date