



**Clear Hills County
313 Alberta Ave
Box 240
Worsley, AB
T0H 3W0**

DESCRIPTION:

Roadside Right of Way Brushing

REFERENCE #: 2025-P1

Proposal Closing Time:
January 24, 2025
4:00 p.m. Local Time

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1.0 Invitation to submit Proposals

Vendors are invited to submit a proposal for the provision of services as set out in this Request for Proposal (RFP) document.

This RFP will be conducted with the objective of maximizing the benefit to Clear Hills County while offering vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording used throughout the RFP. Failure to satisfy any term or condition may result in an unacceptable Proposal.

Vendors submitting a Proposal are deemed to have accepted the General Terms and Conditions indicated in this RFP.

This RFP does not commit Clear Hills County to award a contract or to pay any costs incurred in the preparation of a proposal, or to attend a meeting with Clear Hills County staff.

The Monitoring of the Service(s), which will include the inspection of the Service(s), will be performed by the County, or its designate representative, at a frequency to be determined by the County in its sole and unfettered discretion.

1.1 RFP Terminology

- 1.1.1 Terminology used throughout the RFP is defined in the General Terms and Conditions section.

1.2 Inquiries

- 1.2.1 Refer all proposal inquiries to one of the following, Terry Shewchuk, Public Works Manager by calling 780-685-3925 ext. 119
- 1.2.2 Indicate RFP# and project description on all correspondence.
 - 1.2.2.1 **Request for Proposal #: 2025-P1**
 - 1.2.2.2 **Description: Roadside Right of Way Brushing**

1.3 Proposal Return

- 1.3.1 RFP will be received at Clear Hills County office no later than 4:00 p.m., local time, on January 24, 2025. RFP submissions must be sealed and enclosed in envelopes marked with the RFP number and addressed to:
Clear Hills County
313 Alberta Ave
PO Box 240
Worsley, Alberta
T0H 3W0
Attn: Terry Shewchuk
- 1.3.2 Faxed or electronic Proposals will not be accepted. Clear Hills County does not recommend sending RFP by Courier due to limited Courier Services. Proposal number must be clearly marked in the subject line or on coversheet.
- 1.3.3 Each Proposal must be addressed to Clear Hills County in a sealed envelope clearly marked with Organization's name, address and Proposal number.
- 1.3.4 Clear Hills County is not responsible for the timeliness of documents delivered to the County.

1.4 RFP Schedule of Events

- | | | |
|-------|-------------------|----------------------|
| 1.4.1 | RFP Issue Date: | January 2, 2025 |
| 1.4.2 | RFP Closing Date: | January 24, 2025 |
| 1.4.3 | Closing Time: | 4:00 p.m. local time |
| 1.4.4 | RFP Opening Date: | January 28, 2025 |

2.0 Scope of Work

2.1 Project Overview

- 2.1.1 Clear Hills County is inviting vendors to submit a proposal for roadside right of way brushing.

2.2 Project Deliverables

- 2.2.1 Removal of approximately 22.5 road kilometers (45 ditch kilometers) of deadfall and overhanging trees in various locations within Clear Hills County (see map on page 25)
- 2.2.2 All trees within the road right of way or up to the existing fence line.
- 2.2.3 Ditches must be cleared of all debris and left in proper condition for future mowing. All stumps, sticks, rocks, excessive mulch over 10 cm, etc. are to be disposed of.

2.3 Contractor Responsibilities

- 2.3.1 That the Contractor will provide the Service(s) for the removal and disposal of any brush, as well as any leaning and/or deadfall trees within the right-of-way.
- 2.3.2 Locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cables or any utilities and pipeline damaged as a result of the work being performed. All damages occurred to the utilities and fences within the worksite. The Contractor shall observe all necessary precautions to preserve and protect the cable in its exposed positions and ensure it is not damaged. Additionally, it shall be the Contractor's responsibility to arrange to meet with the utility companies.
- 2.3.3 Replacement of all signs and posts that are damaged as a result of the work under this Contract shall be replaced at the Contractor's expense.
- 2.3.4 Critical signs shall be maintained. Maintenance, removal, salvage and reinstallation of signs and guideposts are the responsibility of the Contractor.
- 2.3.5 Displaying proper signage and traffic control required during construction.
- 2.3.6 Acquiring the insurance requirements set out in section 4.27 of this Proposal.
- 2.3.7 Sufficient monitoring of all fires and ensure that all burn areas are fully extinguished.
- 2.3.8 Ditches must be cleared of all debris and left in proper condition for future mowing.
- 2.3.9 That the Contractor be in compliance with all applicable laws, bylaws or decrees that are of the areas of the Service(s), at the Contractor's sole cost and expense.
- 2.3.10 That the Contractor be in compliance with all applicable laws, bylaws or decrees that are on route of the areas of the Service(s), at the Contractor's sole cost and expense will supply traffic control.

- 2.3.11 That the Contractor will leave water runs clear of brush and unaltered.
- 2.3.12 That the Contractor will ensure centerline and approach culverts are clear of brush and unaltered, if applicable.
- 2.3.13 That the Contractor will familiarize self with the boundaries as the Owner is not responsible for trespassing on private property.
- 2.3.14 That the Contractor will follow Occupational Health and Safety guidelines.
- 2.3.15 That the Contractor will repair and replace any damage to landowner's fences, if on landowner's property as per landowner agreements with Clear Hills County.
- 2.3.16 That the Contractor will secure all agreements they enter into with all landowners and obtain a copy of such agreement(s) in writing which must be in the possession of the County prior to commencement of work.
- 2.3.17 That the Contractor will supply the Owner with copies of landowner signatures where there a pile of brush or excess material of private land, if applicable.
- 2.3.18 That the Contractor shall provide skilled and experienced operators.

2.4 Independent Contractor

- 2.4.1 It is the responsibility of the Contractor to comply with all licensing of the local authorities (Clear Hills County).
- 2.4.2 The Contractor shall provide skilled operators and trained labourers.

2.5 Contractors Duty and Indemnification

- 2.5.1 The Contractor shall indemnify and hold harmless Clear Hills County, County employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly and indirectly, out of any act or omission of the Contractor, his employees or agents, in the performance by the requirements of this agreement.
- 2.5.2 Such indemnification shall survive termination of this agreement.
- 2.5.3 Clear Hills County shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance agreement.

2.6 Pricing

- 2.6.1 Invoices must be forwarded to the County office within thirty (30) days of work being performed and the Contractor must submit the proper paperwork.

2.7 Completion Date

- 2.7.1 The completion date of this brushing project is March 30, 2025.

2.8 Reporting Structure

- 2.8.1 The successful Vendor will be required to submit a comprehensive written report detailing project deliverables.

3.0 Evaluation

Each RFP will be evaluated solely on its content according to the following:

- Each Proposal will be evaluated on the basis of the criteria listed below and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Vendor acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- By submitting its Proposal, each Vendor acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria below. The criteria and the maximum number of points for each criteria is as follows:

Evaluation Criteria	Evaluation Weighting (1-30)
Price	50 Points
Experience Including past performance with the County	20 Points
Experience Experience in roadside brushing	20 Points
Equipment Proponent equipment list	10 Points
Score of Percentage	100 Points

4.0 General Terms and Conditions

4.1 Scope

- 4.1.1 These Terms and Conditions form part of the RFP of Clear Hills County, or any group associated with Clear Hills County, which is stated to be subject to Clear Hills County Terms and Conditions: Materials, and supplies. Accordingly, such Terms and Conditions shall form part of each Contract created by the acceptance of the RFP.

4.2 Definition of Terms

Whenever used in the RFP, including any forms to be included as part of any Proposal, the following works shall be deemed to have meanings as listed below:

- 4.2.1 “Closing Time: means the “Closing Time” specified in the RFP.
- 4.2.2 “Contract” means the agreement(s) entered into by Clear Hills County with the successful Vendor for the brushing of the Clear Prairie Road.
- 4.2.3 “Control” means Clear Hills County has the authority to manage the project, including its creation, use, disclosure and disposal.

- 4.2.4 “FOIP Act” means the Alberta Freedom of Information and Protection of Privacy Act.
- 4.2.5 “Owner” means Clear Hills County
- 4.2.6 “Vendor” means the person, firm or company submitting a proposal to Clear Hills County
- 4.2.7 “Record” means information in any form, including proposals, reports, documents, drawings (computer generated or otherwise) specifications, photographs, letters, meeting minutes, vouchers, and all other correspondence, papers and other information that is written photographed, recorded, or stored in any manner, but does not include the software or any mechanism that processes such records.
- 4.2.8 “RFP” means this Request for Proposal of Clear Hills County including all forms to be included as part of the Proposal.
- 4.2.9 “Transitory Record” is one that:
- Has only temporary usefulness
 - Is not subject to legislated retention
 - Is not required for operational purposes once its immediate purpose has been served.

Examples of Transitory Records:

- Temporary information that can be destroyed once acted upon, (i.e. phone messages, routing slips, diaries, opened envelopes, and informal notes of little consequence)
- Duplicate documents when nothing substantive has been added, changed or deleted; the copy was created for convenience of reference purpose; and the master record is kept on file for retention period, (i.e. copies of minutes, correspondence, publications, prints of microfilmed record)

Exceptions above are respectively:

- When substantive information is recorded (i.e. when a date stamped envelope is proof of receipt)
- When substantive information is recorded as a copy; where copies of documents go to different units for different uses (i.e. a multi-part form); or when the Master Record is not on file.
- When draft documents have value in substantiating or providing background material for the Master Record, such as audit working papers.

4.3 Proposal Conditions

- 4.3.1 Vendors shall carefully read the RFP documentation and submit proposals subject to all conditions contained in the proposal documents. Vendors shall make all investigations necessary for estimating as to the conditions under which work must be carried out and its nature and location. The submission of a Proposal by a Vendor shall be construed by the Owner to mean that the Vendor agrees to abide by and carry out all conditions set forth in the proposal documents.

4.4 Proposal Clarification

- 4.4.1 Should the Vendor find, during the examination of the Proposal documents any discrepancies, omissions, ambiguities or conflicts on or between the

Proposal documents or be in doubt as to their meaning, the Vendor shall bring the question to the attention of Terry Shewchuk, Public Works Manager, not less than three days before the Proposal closing date. The questions will be reviewed, and where information sought is not clearly indicated, the Owner will issue an addenda, which will become part of the RFP documents. Should the Vendor fail to bring the discrepancy, omission, ambiguity or conflict to the attention of the owner as to the resolution of such discrepancy, omission ambiguity or conflict and it will be deemed that the Vendor has included the most costly alternative in its RFP.

4.5 Error in Proposal

4.5.1 No RFP shall be altered, or withdrawn after the time specified for opening Proposals. Negligence on the part of the Vendor in preparing the proposal documents confers no right for the withdrawal of proposal after it has been opened.

4.6 Accepting of RFP

4.6.1 The County reserves the right, in the County's sole and unfettered discretion to:

4.6.1.1 Accept any proposal submitted prior to the RFP Closing Time, as specified in the RFP;

4.6.1.2 Accept the withdrawal of such Proposal as permitted hereunder or by the RFP;

4.6.1.3 To reject any or all Proposals, at any time without prior explanation;

4.6.1.4 Disqualify or reject any Proposals which contain qualifying conditions to otherwise fail to conform to these RFP documents;

4.6.1.5 To waive any non-compliance with the Proposal documents, specifications or any conditions;

4.6.1.6 The lowest or any proposal will not necessarily be accepted.

4.7 Submission of RFP

4.7.1 References: the Vendor shall include evidence, satisfactory to the Owner, of ability to perform.

4.7.2 Vendors shall accept collect calls or provide toll-free telephone numbers for inquiries from Clear Hills County.

4.7.3 Vendor shall provide and include their Proposal submissions, an address, telephone number and/or facsimile number.

4.7.4 The County reserves the right to amend or revise the Proposal documents by addenda. Verbal instructions given in person are null and void and shall not be accepted by the Vendor. Receipt of all addenda(s) by the Vendors shall be acknowledged. It is the Vendors responsibility to ascertain and verify, prior to the Closing Time that it has received any and all addenda issued in relation to a Proposal package.

4.7.5 No Proposal award decision will be made until Clear Hills County has had an opportunity to examine and evaluate all proposals.

4.8 Proposal Withdrawal

4.8.1 The Proposal may be withdrawn at any time up to one (1) hour prior to the RFP Closing Time but only on the submission of a request in writing signed

by the Vendor at the office at which the Proposal was originally submitted. The Proposal withdrawal may be submitted by fax.

- 4.8.2 No Proposal shall be withdrawn following the RFP Closing Time unless some other person has been awarded the contract or unless a period of time as stated in the RFP documents has expired from the RFP Closing Time. A Proposal, which has not been accepted at the expiration of such time, shall be deemed to be automatically withdrawn at that time.

4.9 Subcontractors

- 4.9.1 The Contractor is solely responsible for all Work under this Contract and is the Prime Contractor. The Contractor is also responsible for administration of safety procedures and the subdivision of the Work to his Subcontractors. All disputes as to Scope of Work to be carried out by the various Subcontractors shall be responsibility of the Contractor so that all work is to be carried out to the satisfaction of Clear Hills County.

4.10 Discussion

- 4.10.1 The County reserves the right to conduct discussions with any Vendor that submitted a Proposal to assure full understanding of the Proposal submitted.

4.11 Proposal Award

- 4.11.1 A Proposal award decision may be made after the County has had an opportunity to examine and evaluate all Proposals in detail. The Owner reserves the right to reject any or all proposals and to accept any part of one or more Proposals. The decision of the County is final. The Proposal does not commit Clear Hills County to award the contract or to pay any costs incurred in the preparation of the Proposal, provision of samples or attendance at pre-or-post award site meeting.

4.12 Proposal Requirements

- 4.12.1 Requirements are as listed and detailed throughout the RFP.

4.13 Alberta Freedom of Information and Protection of Privacy

- 4.13.1 All documents submitted to Clear Hills County will be subject to the protection and disclosure provisions of Alberta's Freedom of Information and Protection of Privacy Act (FOIP). FOIP allows persons a right of access to records in the County's custody and control. It also prohibits the County from disclosing Vendor's personal or business information where disclosure would be harmful to the Vendor's business interests or would be unreasonable invasion of personal privacy as defined relevant sections of FOIP. Vendor's are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, Clear Hills County cannot assure the Vendors that any portion of the Vendor's documents can be kept confidential under FOIP.

4.14 Amendments

- 4.14.1 The County reserves the right to amend or revise the Proposal documents by Addenda up to 48 hours prior to Proposal Closing Time. Verbal instructions given in person are null and void and shall not be accepted by the Vendor. Receipt of all addenda(s) by Vendors shall be acknowledged.

It is the Vendor's responsibility to ascertain and verify, prior to the Closing Time, it has received any and all addenda issued in relation to the RFP.

4.15 Contract

4.15.1 The signing of a formal written agreement shall constitute the making of a contract between Clear Hills County and the successful Vendor.

4.16 Time

4.16.1 All time, except time of payment, is of the essence.

4.17 Assignment

4.17.1 This contract shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this contract or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void, except that either party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work can be performed by the Contractor hereunder or subcontracted to or performed on behalf of the Contractor by any third party, except upon written permission by the County.

4.18 Compliance with Laws

4.18.1 The Vendor shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

4.19 Financial

4.19.1 The County reserves the right to investigate the Vendors financial position.

4.20 Proposal Price

4.20.1 Pricing shall be in Canadian dollars.

4.20.2 The County reserves the right to request satisfactory evidence of any price amendment.

4.21 Sole Bid

4.21.1 In the event that only one Proposal is received, Clear Hills County may request from the sole Vendor the following information:

4.21.1.1 Current published public sector pricing

4.21.1.2 Price breakdowns showing, if applicable, the cost of direct labour, direct materials, purchased items, general and administrative overhead, transportation, profit, insurance, and any other applicable costing related.

4.22 Vendor and Performance/Default

4.22.1 In the event of non-performance, the County reserves the right to acquire the items from alternative sources, and the Vendor shall be responsible for any excess cost occasioned thereby and will pay the amount thereof to the Owner on demand. If the Vendor defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not comply with this agreement it affects the Vendor's obligations, the County may, at its sole discretion, terminate any remaining portion of this contract with the Vendor upon five (5) days written notice delivered to the Vendor, free of any claim of the Vendor of every nature and kind.

4.23 Termination

4.23.1 This Contract may be terminated for convenience by the County at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience

shall be set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor as a result of the termination for convenience of this Contract. In the event this Contract is terminated for convenience, the Contractor shall provide the Work required by this Contract up to and including the effective start date set out in the Notice of Termination for Convenience and shall, upon request, provide the County with a written report on the Work rendered to the time of termination for convenience. Except for any such report, the Contractor shall not provide any further work subsequent to the effective date set out in the Termination for Convenience.

4.24 Good and Services Tax

4.24.1 The Owner is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

4.25 Indemnification

4.25.1 The Vendor shall indemnify and hold the County harmless with respects to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing the services to the County with respect to the agreement.

4.26 Personal Injury/Property Damage

4.26.1 The County shall not be liable or responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Vendor, its employees or agents, in the performance of any agreement.

4.27 Insurance

4.27.1 The Provision of all required insurance including WCB shall be at the expense of the Contractor and shall not limit the obligations under this agreement.

4.27.2 The insurance required herein shall be with an insurer licensed to do business in Alberta and shall be maintained in full force effect for the duration of the agreement and any extension thereof.

4.27.3 No work shall be performed until the agreement has been executed by both parties thereto, and the liability insurance has been accepted and filed with Clear Hills County.

4.27.4 The Vendor with whom the County wishes to enter into an agreement, shall provide the County with the following certificate of insurance, prior to the commencement of any contract resulting from this RFP:

4.27.4.1 Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 (two million dollars) inclusive per occurrence, insuring against bodily injury and property damage and property damage including loss of use thereof. Such insurance shall extend to include blanket written contractual liability and employees as additional insured's.

4.27.4.2 Wildfire Insurance

4.27.4.3 The successful Vendor shall be responsible for providing insurance against loss or damage of his/her equipment. Clear Hills County, unless they are negligent, shall not be responsible for any loss or damage to the equipment.

4.27.5 Workers' Compensation Coverage for all employees, if any, engaged by the Vendor in accordance with the laws of the Province of Alberta.

4.27.6 The Vendor shall ensure that all insurance covered is maintained by the Vendor in accordance with the Agreement. The company shall name Clear Hills County and any other party designated by the County as an additional insured and contain a severability of interested or cross liability clause.

4.28 Governing Law

4.28.1 Any agreement resulting from the RFP is governed and interpreted in accordance with the laws of the Province of Alberta.

4.29 Jurisdiction

4.29.1 The parties agree that the laws of Alberta shall govern the contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

4.30 Agreement on Internal Trade and Trade Investment and Labour Mobility Agreement

4.30.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, ("AIT") and the New West Partnership Trade Agreement (NWPTA) apply to this proposal.

5.0 Proposal Form

Bidders Name: _____

Company Name: _____

Operator Name: _____

Address: _____

Cell Number: _____ Email: _____

Insurance Company: _____ Insurance Policy #: _____

WCB #: _____

GST #: _____

Pricing	
Experience	
Equipment List	

I/we understand that the complete Contract Provisions attached hereto form part of this agreement.

Signature of Owner

Signature of Witness

Printed Name of Owner

Printed Name of Witness

Date

Date

6.0 Certification

(Failure to complete, sign and submit this certification with the RFP package may disqualify a Proposal)

We, _____
(Legal Company Name)

Of, _____
(Business Address)

(Telephone number)

Name of Contact: _____

Having examined and read the Request for Proposal documents for RFP 2025-P1 as issued by Clear Hills County, do hereby bid and agree to provide the services/products in accordance with the Proposal/RFP documents, and do hereby agree to accept the Terms and Conditions set out in this RFP.

Executed this _____ day of _____, 2025.

(Signature of Authorized Representative)

(Position held)



DRAFT CONTRACT

DESCRIPTION:

Roadside Right of Way Brushing

REFERENCE #: 2025-P1

THIS AGREEMENT MADE to be effective the ____ day of _____, 2025.

BETWEEN:

(the "Contractor")

And

Clear Hills County

(the "Owner")

Roadside Right of Way Brushing

WHEREAS:

- A. The Contractor is the Contractor providing the service to the Owner as stated in the Interpretation.
- B. The Owner and its servants, agents and subcontractors wish to acquire contract services from the Contractor.

NOW THEREFORE in consideration of the amounts to be paid by the Grantee pursuant to the terms of this Agreement, as well as the mutual covenants and obligations contained within this Agreement, the parties hereby agree as follows:

7.1 Interpretation

7.1.1 Where used within this Agreement, the following Terms shall have the following respective meanings:

7.1.2 "Service(s)" means the service shall involve the removal and disposal of approximately 22.5 road kilometers (45 ditch kilometers) of deadfall and overhanging trees in various locations within Clear Hills County. All trees within the road right of way or up to the existing fence line are to be removed. Ditches must be cleared of all debris and left in proper condition for future mowing. All stumps, sticks, rocks, excessive mulch over 10 cm, etc. are to be disposed of. As specified in the Proposal documents.

"Term" means the term of this Agreement.

"Contract Price" means the price of the contracted services, plus GST, payable by the Owner to the Contractor.

"County" means Clear Hills County.

7.1.3 Each obligation or agreement of the Contractor or the Owner expressed in this Agreement is considered to be a covenant for all purposes.

7.1.4 Whenever required by the context, masculine pronouns shall be deemed to include the feminine and neuter genders, and the singular shall be deemed to include the plural.

7.1.5 Time shall be of the essence of this Agreement.

7.2 Grant and Conveyance

7.2.1 The Contractor will provide the Service(s) to the Owner as described in the Interpretation of the Service(s).

7.3 Term

7.3.1 The Term of this Agreement shall be for a period commencing on the _____, 2025 and expiring the date of the final inspection by the County which is to take place when the area of Service(s) is completely visible and dry to facilitate a thorough inspection. Roadside right of way brushing and disposal is to be completed no later than March 30, 2025.

7.4 Contract Price

7.4.1 In consideration of the Service(s) and the granting of all other rights and privileges under this Agreement, the Owner shall pay the Contractor, or its assignee, the CONTRACT price of \$_____ as specified on the Proposal Form, exclusive of GST.

7.4.2 The Contractor hereby acknowledges, and agrees that the Contract Price, payable under this agreement, shall constitute full and final settlement and release of any and all claims, damages, or demands of any kind whatsoever, whether legal or equitable, the Contractor has or may have, as well as settlement and release of any and all rights or claims to be consideration or compensation of any kind whatsoever for the rights and privileges granted by the Owner under the terms of this Agreement.

7.5 Payment

7.5.1 Invoices must be forwarded to the County office within thirty (30) days of work being performed. Invoices will indicate the following:

7.5.1.1 Numbered and dated

7.5.1.2 Dates worked

7.5.1.3 Brief description of work conducted

7.5.1.4 Signature of the Contractor

7.5.1.5 GST Number

7.5.2 Invoices will be processed, and payment mailed within thirty (30) days of receipt.

7.5.3 Invoices received without all required information may be returned to the Contractor for completion and may result in payment delays.

7.6 Owner's Responsibilities

7.6.1 Monitoring of the Service(s), which will include the inspection of the Service(s), will be performed by the County, or its designate representative, at a frequency to be determined by the County in its sole and unfettered discretion.

7.7 Contractor's Responsibilities

7.7.1 That the Contractor will provide the Service(s) for the removal and disposal of any brush, as well as any leaning and/or deadfall trees within the right-of-way.

7.7.2 Locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cables or any utilities and pipeline damaged as a result of the work being performed. All damages occurred to the utilities and fences within the worksite. The Contractor shall observe all necessary precautions to preserve and protect the cable in its exposed positions and ensure it is not

damaged. Additionally, it shall be the Contractor's responsibility to arrange to meet with the utility companies.

- 7.7.3 Replacement of all signs and posts that are damaged as a result of the work under this Contract shall be replaced at the Contractor's expense.
- 7.7.4 Critical signs shall be maintained. Maintenance, removal, salvage and reinstallation of signs and guideposts are the responsibility of the Contractor.
- 7.7.5 Displaying proper signage and traffic control required during construction.
- 7.7.6 Acquiring the insurance requirements set out in section 4.27 of this Proposal.
- 7.7.7 Sufficient monitoring of all fires and ensure that all burn areas are fully extinguished.
- 7.7.8 Ditches must be cleared of all debris and left in proper condition for future mowing.
- 7.7.9 That the Contractor be in compliance with all applicable laws, bylaws or decrees that are of the areas of the Service(s), at the Contractor's sole cost and expense.
- 7.7.10 That the Contractor be in compliance with all applicable laws, bylaws or decrees that are on route of the areas of the Service(s), at the Contractor's sole cost and expense will supply traffic control.
- 7.7.11 That the Contractor will leave water runs clear of brush and unaltered.
- 7.7.12 That the Contractor will ensure centerline and approach culverts are clear of brush and unaltered, if applicable.
- 7.7.13 That the Contractor will familiarize self with the boundaries as the Owner is not responsible for trespassing on private property.
- 7.7.14 That the Contractor will follow Occupational Health and Safety guidelines.
- 7.7.15 That the Contractor will repair and replace any damage to landowner's fences, if on landowner's property as per landowner agreements with Clear Hills County.
- 7.7.16 That the Contractor will secure all agreements they enter into with all landowners and obtain a copy of such agreement(s) in writing which must be in the possession of the County prior to commencement of work.
- 7.7.17 That the Contractor will supply the Owner with copies of landowner signatures where there a pile of brush or excess material of private land, if applicable.
- 7.7.18 That the Contractor shall provide skilled and experienced operators.

7.8 Reclamation and Restoration

- 7.8.1 As the Contractor is the one who has removed and will remove any leaning and deadfall trees, as described in Project Deliverables, the Contractor shall ensure the areas of the Service(s) are reclaimed and restored to the extent required by any regulation, directive, condition or provision given or issued by any relevant regulatory authority.
- 7.8.2 The Contractor shall at all times indemnify and save harmless the Owner of and from any loss and damage and all fires, costs, suites, claims, demands and actions of any kind or nature for which the Owner shall become liable or incur or suffer due to any breach of the Contractor's

operations/obligations pursuant to Section 7.7.1 hereof. This Section 7.2.1 shall survive the expiry of this agreement.

7.9 Indemnity and Exemptions

- 7.9.1 The parties hereto agree to indemnify and hold harmless each other of any and from any and all loss and damage and all fines, costs, suits, claims, demands and actions of any kind of nature which the non-defaulting party shall or may become liable or incur or suffer by reason of any breach, violation and non-performance by the defaulting party of any warranty, covenant or agreement contained within this Agreement, or by any injury occasioned to or suffered by any person or damage to any property as a result of any wrongful act, neglect or default on the part of the defaulting party or any of its employees, agents or servants.
- 7.9.2 The obligation to indemnify each other contained within Section 7.8.1 of this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full.
- 7.9.3 Notwithstanding anything contained within this Agreement, the Owner shall not be responsible for the repair or restoration of any loss, damage or injury to the areas of Service(s) that may result from the loss of lateral or vertical support of the areas of Service(s) howsoever caused by the Contractor.
- 7.9.4 Notwithstanding anything contained within this Agreement, the Owner shall not be responsible for any loss, damage, or expense caused by the Contractor by reason of death of or injury to livestock or animals of any kind at any time upon the areas of Service(s).
- 7.9.5 The Owner shall not be responsible to the Contractor or its agents or servants, for any loss to the Contractor or its agents or servants by reason of death, injury or damage to their persons or property which may occur while the Contractor is exercising its operations pursuant to this Agreement.
- 7.9.6 If there is any subsidence of the surface or sub-soil of the areas of Service(s) upon or occurring after, the completion of the Contractor's operations/obligation under Section 7.6 of this Agreement, then the Owner shall not be neither responsible for repair, nor liable for any loss or damage resulting from there.

7.10 Insurance

- 7.10.1 Without in any way limiting of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the Term the following insurance, all satisfactory and submitted in writing to the County, acting responsibly:
 - 7.10.1.1 Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 (two million dollars) inclusive per occurrence, insuring against bodily injury and property damage and property damage including loss of use thereof. Such insurance shall extend to include blanket written contractual liability and employees as additional insured's.
 - 7.10.1.2 Wildfire Insurance

7.10.1.3 Insurance against loss or damage of the Contractors equipment. Clear Hills County, unless they are negligent, shall not be responsible for any loss or damage to the equipment.

7.10.1.4 Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta.

7.10.1.5 Such other insurances as the County may from time to time reasonably require.

7.10.2 The Contractor shall ensure that all insurance coverage maintained by the Contractor in accordance with this Agreement shall name the County and any other party designated by the County as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than 30 (thirty) days' written notice of such cancellation to the County. The Contractor shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor.

7.11 Taxes

7.11.1 Any amounts required to be paid by the Owner to the Contractor pursuant to the Agreement shall be inclusive of any applicable Goods and Services Tax, as well as any similar or like tax levied in substitution for Goods and Services Tax.

7.12 Expiration/Termination

7.12.1 This Agreement, and each and every one of the rights and privileges granted to the Owner under this Agreement, shall continue in full force and effect until such time as the Owner provides written notice to the Contractor of the completion of the contract, and the termination of this Agreement. Notwithstanding any such notice of surrender and termination, the Owner's obligations pursuant to Section 7.5 of this Agreement, as well as any other provisions which are designated or intended to survive the expiration or termination of this Agreement, shall continue to be satisfied in full.

7.12.2 Where the Owner determines that the Contractor is in default of its operations/obligations as set out in this Agreement, the Owner shall, by written Notice of Default, require the Contractor to remedy such default, at the Contractor's sole expense, within 48 (forty eight) hours of the delivery of the Notice of Default to the Contractor. The Contractor shall be in compliance with the Owner's instructions if;

7.12.2.1 The Contractor corrects the default within the time specified in the Notice of Default; or

7.12.2.2 If the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default; and

- The Contractor provides a schedule to correct the defaults acceptable to the Owner; and
- The Contractor corrects the default within the time set out in the schedule agreed to by the Owner.

- 7.12.3 In the event that the default is not corrected in accordance with Section 7.11.2 to the Owner's satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the Owner in its sole and unfettered discretion, the Owner may, without prejudice to any other right that the Owner has pursuant to this Agreement, or at law:
- 7.12.3.1 Terminate the Contractor's right to continue with the performance of the services required by this Agreement in whole or in part; or
 - 7.12.3.2 Terminate the Agreement forthwith; or
 - 7.12.3.3 Correct the default at the Contractor's expense and deduct the cost from any amount of monies that may be, or become, due and owing to the Contractor.
 - 7.12.3.4 Complete the work required by this Agreement or allow another independent contractor to provide the uncompleted portion of the work if results are not satisfactory to the Owner or in the event that the schedule for the performance of the work required by this Agreement is not being met by the Contractor.
- 7.12.4 The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the Owner as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the provision of the work required by this Agreement, in whole or in part, or the termination of the Agreement forthwith, shall be a debt immediately due and owing by the Contractor to the Owner which debt may be offset by the Owner against any monies payable to the Contractor pursuant to this Agreement or any other monies payable by the Owner to the Contractor. The exercise by the Owner of the rights pursuant to this clause shall not limit any other remedy to the Owner may have pursuant to this Agreement or at law.
- 7.12.5 This Agreement may be terminated for convenience by the Owner at any time by giving 48 (forty-eight) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Contractor's right to consideration shall be limited to payment for work actually performed by the Contractor and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration for damages, if any, which may be suffered by the Contractor as a result of the termination for convenience of this Agreement. In the event this Agreement is terminated for convenience, the Contractor, shall provide the work required by this Agreement up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the Owner with a written report of the work rendered to the time of termination for convenience. Except for any such report, the Contractor shall not provide any further work subsequent to the effective date set out in the Notice of Termination for Convenience.

7.13 Arbitration

- 7.13.1 Subject to any provisions of this Agreement to the contrary, if any dispute or difference between the parties shall arise under this Agreement, either party may give to the other written notice of such dispute or difference and request that such dispute or difference be arbitrated as hereinafter set out.
- 7.13.2 Any matter which the Contractor and the Owner choose to refer to Arbitration shall be directed to an independent consulting engineer to be selected jointly by the Contractor and the Owner, whose decision shall be final and binding. In the event the Contractor and the Owner fail to agree on an arbitrator within 10 (ten) days of the parties' agreement to refer the matter to Arbitration, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.
- 7.13.3 The arbitrator shall decide which of the parties or the proportion to which both parties are liable for the expense of selecting the arbitrator under Section 7.12.2 and all charges, fees and expenses of the arbitrator.
- 7.13.4 The foregoing shall not authorize any reference to arbitration as to any question or dispute regarding the Contractor's operation or any other matter which, under this Agreement, is expressly or implied required or permitted to be decided by the Owner.

7.14 General

- 7.14.1 Any notice shall be in writing and may be delivered personally or sent by prepaid registered mail. In the latter case the notice shall be deemed to have been given 5 (five) days following the date of mailing. The addresses of the parties for the purposes hereof shall respectively be:

If to the Contractor:

Attention:

If to the Owner

Clear Hills County
Box 240
Worsley, Alberta
T0H 3W0

Attention: Terry Shewchuk, Public Works Manager

Or such other address as either party may designate by notice in writing for the purposes of effecting all future notices under this Agreement.

- 7.14.2 Any notice or service required to be given or effected under any statutory provision or rule of court from time to time in effect in the Province of Alberta shall be sufficiently given or served if mailed to or delivered at the addresses aforesaid.

- 7.14.3 Notwithstanding Section 7.13.1 and 7.13.2, if a notice is served by mail at a time when there is an interruption of mail service affecting the delivery of such mail, the notice shall be deemed not to have been served until 10 (Ten) days after the date that mail service is restored.
- 7.14.4 The Contractor and the Owner shall each do and perform all such acts and things and execute all deeds, documents and instruments and give all such further assurances as may be necessary to give effect to this Agreement and the grants and privileges contained in this Agreement.
- 7.14.5 The Owner may at any time during the term of this Agreement register a caveat, memorandum or other document against the assets of the Contractor.
- 7.14.6 This Agreement, together with any Proposal documents hereto, shall constitute the entire Agreement between the parties relating to the subject matter, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter of this Agreement except as specifically set forth within this Agreement. In the event that any term of this Agreement shall be illegal or unenforceable, the illegal or unenforceable term shall be treated as severed from the remainder of this Agreement, and the remaining terms shall continue in full force and effect.
- 7.14.7 This Agreement shall ensure to the benefit and be binding upon the parties, their heirs, executors, successors and assigns. Without limiting the foregoing, the rights and privileges granted to the Owner under this agreement shall be deemed to be covenants which run with the Lands for the benefit of the Owner, and shall be binding upon the Contractor and each of the successors in title to the parties comprising the Contractor.
- 7.14.8 Notwithstanding anything contained herein, time shall in every respect be of the essence.

IN WITNESS WHEREOF the Contractor and the Owner have executed this Agreement to be effective the date first above written, notwithstanding the actual date of execution hereof.

CONTRACTOR

Per:

Per:

Date Signed:

Witnessed:

CLEAR HILLS COUNTY

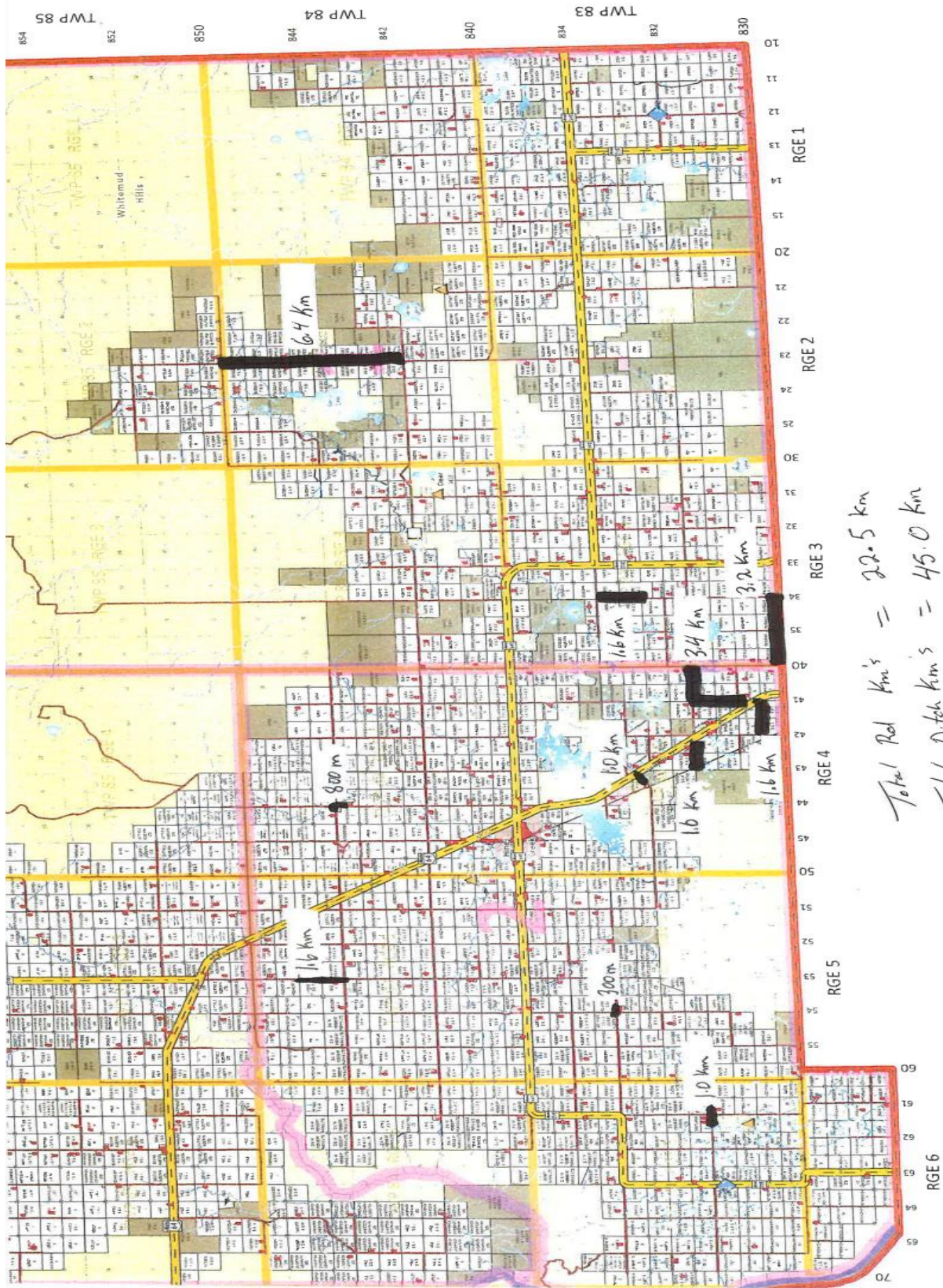
Per:

Per:

Date Signed:

Witnessed:

8.0 Location Map



Total Red km's = 22.5 km
 Total Ditch km's = 45.0 km