



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

# **REQUEST FOR PROPOSAL**

## **DESCRIPTION:**

**Stoney Lake Provincial Recreation Area PML 200009 Operation  
and Maintenance Services**

**REFERENCE #: 2025-P03**

**Proposal Closing Time:**  
March 7, 2025  
4:00 p.m. Local Time

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## 1.0 Invitation to submit Proposal

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 Proponents a fair and equitable opportunity to participate.

Proponents 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.

Proponents submitting a Proposal are deemed to have accepted the General Terms and Conditions indicated in Section 5 of 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.

## 2.0 Instructions to Proponents

### 2.1 RFP Terminology

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

### 2.2 Inquiries

- 2.2.1 Refer all Proposal inquiries to Natasha Gillett, Community Services Clerk, by email to [community@clearhillscounty.ab.ca](mailto:community@clearhillscounty.ab.ca) or fax 780-685-3960.
- 2.2.2 Indicate RFP# and project description on all correspondence.
  - 2.2.2.1 **Request for Proposal #: 2025-P03**
  - 2.2.2.2 **Stoney Lake Provincial Recreation Area PML 200009 Operation and Maintenance Services**

### 2.3 Proposal Return

- 2.3.1 RFP will be received at Clear Hills County office no later than 4:00 p.m., local time, on March 7, 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: Natasha Gillett
- 2.3.2 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.
- 2.3.3 Each Proposal must be addressed to Clear Hills County in a sealed envelope clearly marked with Organization's name, address and Proposal number.
- 2.3.4 Clear Hills County is not responsible for the timeliness of documents delivered to the County.

### 2.4 RFP Schedule of Events

- 2.4.1 RFP Issue Date: February 3, 2025

- 2.4.2 RFP Closing Date: March 7, 2025
- 2.4.3 Closing Time: 4:00 p.m. local time
- 2.4.4 Opening of Proposal: March 11, 2025

## 3.0 Scope of Work

### 3.1 Project Overview

- 3.1.1 Clear Hills County is inviting Proponents to submit a Proposal for the Stoney Lake Provincial Recreation Area PML 200009 Operation and Maintenance Services. This will include all aspects outlined in the Scope of Work.
- 3.1.2 The Activities permitted in the recreation area are:
  - 3.1.2.1 Operation of overnight camping and day-use facilities at the site for public use and enjoyment.
  - 3.1.2.2 Additional activities that occur on the land include biking, boating, angling, ice fishing, hiking, bird watching and wildlife viewing.
  - 3.1.2.3 Maintenance and upkeep of improvements.
- 3.1.3 The Contractor shall maintain the Lands and improvements in a clean condition and perform all maintenance necessary to keep the improvements in good and serviceable condition.

### 3.2 Project Deliverables

- 3.2.1 Summer Months (May 1 – September 30)
  - 3.2.1.1 The Contractor shall have the recreation area in a clean and presentable condition for the first day of the operating season
  - 3.2.1.2 The Contractor shall attend the recreation area a minimum of once between Friday evening and Sunday afternoon every weekend to perform operation and maintenance activities as needed.
  - 3.2.1.3 The Contractor shall attend the recreation area a minimum of once between Monday and Thursday to perform maintenance activities as needed.
  - 3.2.1.4 Perform all routine regular maintenance or repairs.
  - 3.2.1.5 Each time the Contractor is on site the Contractor shall collect camping fees, refill envelopes as needed, clean and sanitize outhouses, empty garbage bins and fish cleaning stand, and remove trees that may be a danger to the public or have fallen across the access or into the parking area.
  - 3.2.1.6 The Contractor will be responsible for the collection of all camping fees and will deliver these fees to the County the first week of the following month with a detailed log of dates, and campsite numbers the fees originated from. Failure to deliver within the stated time may result in a delay of payment to the Contract.
- 3.2.2 Winter Months (October 1 – April 30)
  - 3.2.2.1 The Contractor shall attend the recreation area a minimum of once per week to remove snow and/or ice from around the outhouse doors, clean and sanitize outhouses, empty garbage bins and fish cleaning stands, clean up debris from campfires built on parking areas and/or road ways, and remove trees that

may be a danger to the public or have fallen across the access or into the parking area.

- 3.2.3 Maintenance and upkeep of the following improvements:
  - 3.2.3.1 Outhouses x 3
  - 3.2.3.2 Woodsheds x 2
  - 3.2.3.3 Well with handpump
  - 3.2.3.4 Docks x 3 (2 wood, 1 plastic)
  - 3.2.3.5 Removable dock ramp
  - 3.2.3.6 Hand launch
  - 3.2.3.7 Picnic tables
  - 3.2.3.8 Fire pits
  - 3.2.3.9 Double bear-proof garbage bin x 3
  - 3.2.3.10 Single bear-proof garbage bin x 1
  - 3.2.3.11 Fish cleaning stands x 2
  - 3.2.3.12 Playgrounds x 2
  - 3.2.3.13 Any improvements made to the recreation area within the term of the contract.
  - 3.2.3.14 Any additional improvements that require construction that the Contractor seeks to make to the recreation area will be presented to Clear Hills County in an application that includes scope of project, timelines and estimated budget with revenue sources and costs included. Pending County approval of the project the County will apply to the province for approval.
- 3.2.4 The Contractor is required to keep a maintenance logbook, which is to be submitted to the County the first week of the following month, that includes the following:
  - 3.2.4.1 Date and time at the recreation area.
  - 3.2.4.2 Overall condition of the recreation area upon arrival.
  - 3.2.4.3 Note if any fires or hot coals were left unattended in any firepits.
  - 3.2.4.4 Percentage of wood reaming in the woodsheds.
  - 3.2.4.5 Outhouse conditions.
  - 3.2.4.6 Note if any vandalism has taken place. If so, list what has been damaged.
  - 3.2.4.7 Overall condition of the recreation area upon departure.
  - 3.2.4.8 Any additional comments or further information that requires documenting.
- 3.2.5 Supply all janitorial supplies required.
- 3.2.6 Arrange for the delivery of all firewood and ensure that there is always firewood on site.
- 3.2.7 Arrange for the outhouses to be vacuumed a minimum of once per year.
- 3.2.8 Comply with the *Worker's Compensation Act*, and submit to the County promptly upon request a certificate from the Worker's Compensation Board showing that the Contractor is registered and is in good standing,
- 3.2.9 The Contractor Shall immediately notify the County upon becoming aware of any of the following in the recreation area and comply with all instructions given by the County or Province:
  - 3.2.9.1 Any emergency.

- 3.2.9.2 Damage to lands, including the Lands, other than normal wear from regular use.
- 3.2.9.3 Human-wildlife conflicts.
- 3.2.9.4 Any situation that could result in danger to human life, health or safety.
- 3.2.9.5 Any material damage to any personal or public property, including wildlife and forest growth.
- 3.2.9.6 The contamination of any watershed or the bed and shore of the any water body or any land, including the Lands.
- 3.2.9.7 A potential offence or a potential breach of the Environmental Legislation by a third party.
- 3.2.10 In the event of the following occurrences, the Contractor is to contact the following:
  - 3.2.10.1 For wildfires: Dial 310-FIRE (310-3473 immediately, and Alberta Environment and Parks Conservation Officers at 780-833-4369 as soon as reasonably possible.
  - 3.2.10.2 For the release of any deleterious or contaminated materials: Dial 1-800-222-6514 immediately (24hr environmental emergency hotline), and Alberta Environment and Parks Conservation Officers at 780-833-4369 as soon as reasonably possible.
  - 3.2.10.3 For a death occurring on the Lands: 1-866-415-8690 Alberta Labor, Occupational Health and Safety, if it is the result of a workplace incident, or for any other death, 911 and for either situation, the County's Chief Administrative Officer at 780-685-3925 (office) or 780-835-8097 (cell).
  - 3.2.10.4 For other Emergencies, the County's Chief Administrative Officer at 780-685-3925 (office) or 780-835-8097 (cell) and, as necessary 911.
- 3.2.11 Report injuries to the County's Representative for this Recreation Area. "Injury" means, regardless of cause, any of the following:
  - 3.2.11.1 A significant injury to any person but does not include a death.
  - 3.2.11.2 A threat, assault or other criminal activity by any person.
  - 3.2.11.3 Any occurrence in which emergency service personnel were called to the Lands.
- 3.2.12 Use only suitable animal-proof garbage and recyclable containers and storage facilities that have been approved by the County or a Provincial Representative.
- 3.2.13 Control or eradicate noxious and prohibited noxious weeds (as defined by the *Weed Control Act*) as required by the *Environmental Code of Practice for Pesticides* using herbicides approved by the County's Representative.
- 3.2.14 Promptly report all paleontological or archaeological material discovered on the recreation area to the County.
- 3.2.15 The Contractor shall not undertake any of the following unless the County has received the consent of the province.
  - 3.2.15.1 Allow any act or thing to be done on the recreation area which is or may cause a nuisance.

3.2.15.2 Place any new signs on the recreation area.

3.2.15.3 Implement any marketing activity that could reasonably imply the County or Province's participation or acceptance of such activity, including by referencing the County, the Province, or the Park, except to indicate the location of the Activities.

3.2.15.4 Allow any person to permanently reside on the Lands, unless otherwise permitted in the Activities.

3.2.15.5 Change the overnight camping fee or charge additional fees.

3.2.15.6 Allow the use of off highway vehicles (OHV's) to access surrounding crown lands within the recreation area.

3.2.16 Annual Operating Report:

3.2.16.1 The Contractor shall deliver the annual operating report to the County by October 31 each year. The report must contain the following information:

- Any changes to the Contractor's key personnel.
- Any updates to the Contractor's safety plan or emergency contact list.
- Summary of the Activities conducted on the Lands in the Operating Season.
- Reasonable estimate of the number of users in the Operating Season. Including the following estimates:
  - I. Percentage of campers that were families.
  - II. Percentage of campers that were couples.
  - III. Percentage of campers that were multiple units.
  - IV. How many people use the day use area on the weekends.
  - V. How many people used day use throughout the season.
- Indicate if there was any vandalism, if so, what was vandalized.
- Financial report on Income and Expenses for the Operating Season.
- Summary of any Emergencies that occurred on the Lands in the Operating Season, their impact to the Lands, Improvements and Activities and any actions taken by the Contractor relating to the Emergencies.
- Summary of any investigation commenced in or continuing from the previous Operating Season by any governmental, regulatory, approving, or sanctioning body or agency relating to the Lands or the Activities.
- Any additional information the County requests in advance.
- A list of Contractor plans relating to improvements for the upcoming Operating Year, including:

- Any proposed Disposition Changes.
- A list of any periods during which it is anticipated that access to the recreation area or any improvements are to be impeded or closed and the reasons why.
- A list of any periods during which the Activities are to be reduced or not conducted and the reasons why.
- Any other proposed or anticipated change that would reasonably be expected to materially increase.
- Any additional information the County requests in advance.
- Use of the Lands and the Activities that occurred in this Operating Year.

3.2.16.2 The Contractor is to include all information required regardless of whether the County has already consented to or otherwise has knowledge of any of the required information.

### **3.3 Independent Contractor**

- 3.3.1 It is the responsibility of the Contractor to comply with all licensing of the local authorities (Clear Hills County).
- 3.3.2 The Contractor will be considered an independent contractor and shall provide the equipment identified and maintain said equipment in good condition for the duration of the agreement.
- 3.3.3 The Contractor shall provide skilled operators and trained labourers.

### **3.4 Contractors Duty and Indemnification**

- 3.4.1 The Contractor shall defend, indemnify and save harmless Clear Hills County its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.
- 3.4.2 The Contractor agrees to defend, indemnify and save harmless Clear Hills County from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WCB. This indemnity shall be in addition to and not in lieu of any proof of WCB status and compliance to be provided by

the Contractor in accordance with this Contract and shall survive this Contract.

### **3.5 County Responsibility**

- 3.5.1 The cost of all firewood supplied to the recreation area.
- 3.5.2 The cost of vacuuming the outhouses.

### **3.6 Pricing**

- 3.6.1 The cost submitted in this RFP should be determined by cost per year for both summer and winter months.
- 3.6.2 Invoices must be forwarded to the County office within thirty (30) days of work being performed and the Contractor must submit the proper paperwork.

3.6.2.1 Numbered and dated invoice that included the following:

- Period invoiced for
- Brief description of work conducted
- Signature of the Contractor
- GST Number

\*\*Invoices will be processed, and payment mailed within 30 days of receipt.

\*\*Invoices received without all required information may be returned to the Contractor for completion. This may result in payment delays.

### **3.7 Period Covered**

- 3.7.1 The term of this agreement shall be for a period of three (3) years from the commencement date, May 1, 2025 – April 30, 2028.
- 3.7.2 With the option of a one (1) year extension at the same rates as the third year unless otherwise mutually agreed by a written amendment to this contract.

### **3.8 Reporting Structure**

- 3.8.1 The successful Proponent will be required to submit a written report detailing the required deliverables.

### **3.9 Proposal Format**

Proposals shall adhere to the following:

- 3.9.1 **Letter of Transmittal**  
A Letter of Transmittal or cover letter, dated and signed by an official authorized negotiate, make commitments, and provide clarification with respect to the Proposal on behalf of the Proponent.
- 3.9.2 **Executive Summary**  
An Executive Summary, touching on the pertinent points in the Proposal that the proponent wishes to highlight, including an overview of project costs.
- 3.9.3 **Corporate Profile**  
Include a brief Corporate Profile that covers the company's history, office location, and individual(s) who will be assigned to the project team.
- 3.9.4 **Response Requirements**  
Proponents are required to detail their firm's ability to satisfy the terms in 3.2 Project Deliverables.

3.9.5 **Certification**

All proponents responding to this RFP are required to sign the Certification in Section 7. Failure to complete, sign and submit the Certification may disqualify the Proposal.

**4.0 Evaluation**

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

<b><i>Evaluation Criteria</i></b>	<b>Evaluation Weighting (1-30)</b>
<b>Location</b> Location of contractor in proximity to work area	40 Points
<b>Experience</b> Proponent has related experience	20 Points
<b>Budget</b> Cost considerations, resource allocation, daily rates and/or hourly rates and overall value for the County	20 Points
<b>Equipment</b> Proponent equipment list	20 Points
<b>Score of Percentage</b>	<b>100 Points</b>

**5.0 General Terms and Conditions**

**5.1 Scope**

5.1.1 Clear Hills County, or any group associated with Clear Hills County, are subject to the 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.

**5.2 Definition of Terms**

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

- 5.2.1 “Closing Time means the “Closing Time” specified in the RFP.
- 5.2.2 “Contract” means the agreement(s) entered into by Clear Hills County with the successful proponent for the Stoney Lake Provincial Recreation Area PML 200009 Operation and Maintenance Services.
- 5.2.3 “Control” means Clear Hills County has the authority to manage the Record, including its creation use, disclosure and disposal.
- 5.2.4 “Custody” means that a party has physical possession of the record.
- 5.2.5 “FOIP Act” means the Alberta Freedom of Information and Protection of Privacy Act.
- 5.2.6 “Owner” means Clear Hills County
- 5.2.7 “Proponent” means the person, firm or company submitting a Proposal to Clear Hills County

5.2.8 “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.

5.2.9 “RFP” means this Request for Proposal of Clear Hills County including all forms to be included as part of the Proposal.

5.2.10 “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.

5.2.11 “Activities” means the activities that are permitted on the Lands, such as:

5.2.11.1 Overnight camping and day use facilities

5.2.11.2 Biking, boating, angling, ice fishing, bird watching, and wildlife viewing.

5.2.11.3 Maintenance and upkeep of improvements.

5.2.11.4 Additional improvements that require construction upon the required Approval.

5.2.11.5 Events upon the required Approval.

5.2.12 “Approval” includes any permission, or any other permit, authorization or approval required by any governmental or regulatory body having jurisdiction over the Lands or the conduct of Activities.

5.2.13 “Disposition” means the Stoney Lake Provincial Recreation Area Disposition No. PML 200009 and includes all Schedules referenced in the Disposition.

5.2.14 “Disposition Change” includes any act by the Contractor that has or is reasonably likely to result in a material change to:

- 5.2.14.1 The Lands, including any natural heritage.
- 5.2.14.2 An Improvement.
- 5.2.14.3 The Activities.
- 5.2.14.4 The type and/or level of Services.
- 5.2.15 “Emergency” means any situation in the Recreation Area or in the vicinity of the Lands that has resulted, or could reasonably be expected to result in:
  - 5.2.15.1 Harm to human life or public safety.
  - 5.2.15.2 The release of any deleterious or contaminated material.
  - 5.2.15.3 Material damage to personal or public property.
- 5.2.16 “Event” means a special event or other notable event utilizing the Lands or the Improvements. Renting or subletting of the Lands or Improvements to Users that are not defined in Activities.
- 5.2.17 “Improvement” means any permanent or semi-permanent:
  - 5.2.17.1 Structure, work or other man-made feature or design made to or on the Lands.
  - 5.2.17.2 Alternation or disturbance to the surface of the Lands.
- 5.2.18 “Lands” Mean the land described in Section 6.
- 5.2.19 “Maintenance” means routine maintenance or repairs that are reasonably included in the normal operation of the Activities.
- 5.2.20 “Operating Year” commences January 1<sup>st</sup> and ends December 31 annually.
- 5.2.21 “Operating Season” commences May 15<sup>th</sup> and ends September 30<sup>th</sup> Annually.
- 5.2.22 “Users” includes any person using the Lands or participating in the Activities but does not include the Contractor’s parties or employees of the County or Province acting in official capacities.

### **5.3 Proposal Conditions**

- 5.3.1 Proponents shall carefully read the RFP documentation and submit Proposals subject to all conditions contained in the Proposal documents. Proponents 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 Proponent shall be construed by the Owner to mean that the Proponent agrees to abide by and carry out all conditions set forth in the Proposal documents.

### **5.4 Proposal Clarification**

- 5.4.1 Should the Proponent 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 Proponent shall bring the question to the attention of Natasha Gillett, Community Services Clerk, 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 addendum, which will become part of the RFP documents. Should the Proponent 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 Proponent has included the most costly alternative in its RFP.

## **5.5 Error in Proposal**

- 5.5.1 No RFP shall be altered or withdrawn after the time specified for opening Proposals. Negligence on the part of the Proponent in preparing the Proposal documents confers no right for the withdrawal of Proposal after it has been opened.

## **5.6 Accepting of RFP**

- 5.6.1 The County reserves the right, in the County's sole and unfettered discretion to:
  - 5.6.1.1 Accept any Proposal submitted prior to the RFP Closing Time, as specified in the RFP.
  - 5.6.1.2 Accept the withdrawal of such Proposal as permitted hereunder or by the RFP.
  - 5.6.1.3 To reject any or all Proposals, at any time without prior explanation.
  - 5.6.1.4 Disqualify or reject any Proposals which contain qualifying conditions to otherwise fail to conform to these RFP documents.
  - 5.6.1.5 To waive any non-compliance with the Proposal documents, specifications or any conditions.
  - 5.6.1.6 The lowest or any Proposal will not necessarily be accepted.

## **5.7 Submission of RFP**

- 5.7.1 References: the Proponent shall include evidence, satisfactory to the Owner, of ability to perform.
- 5.7.2 Proponents shall accept collect call or provide toll-free telephone numbers for inquiries from Clear Hills County.
- 5.7.3 Proponent shall provide and include an address, telephone number and/or facsimile number, and email address in the Proposal submission.
- 5.7.4 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 Proponent. Receipt of all addenda(s) by the Proponents shall be acknowledged. It is the Proponents 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.
- 5.7.5 Prices included in the Proposal shall be Freight On Board (FOB) by the County's site specified in the RFP unless clearly stated otherwise.
- 5.7.6 No Proposal award decision will be made until Clear Hills County has had an opportunity to examine and evaluate all Proposals.

## **5.8 Proposal Withdrawal**

- 5.8.1 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 Proponent at the office at which the Proposal was originally submitted. The Proposal withdrawal may be submitted by fax.
- 5.8.2 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.

## **5.9 Substitutions**

- 5.9.1 Proponents are encouraged to quote substitutions or alternate item unless specifically identified as no substitution (no sub), but the responsibility of obtaining “equal or exceeding” quality lies with the Proponents. Each alternate submission should include brochures, performance and test dates, etc., that will conform “equal or exceeding” quality specifications requested. The County reserves the right to have the Proponent provide samples of alternative/substitution items for evaluation without any cost incurred by the County. The County will be the sole judge as to the acceptability of substituted items.

**5.10 Discussion**

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

**5.11 Proposal Award**

- 5.11.1 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.

**5.12 Proposal Requirements**

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

**5.13 Alberta Freedom of Information and Protection of Privacy**

- 5.13.1 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 Proponent’s personal or business information where disclosure would be harmful to the Proponent’s business interests or would be unreasonable invasion of personal privacy as defined relevant sections of FOIP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. Clear Hills County cannot assure the Proponents that any portion of the Proponent’s documents can be kept confidential under FOIP.

**5.14 Amendments**

- 5.14.1 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 Proponent. Receipt of all addenda(s) by Proponents shall be acknowledged. It is the Proponent’s responsibility to ascertain and verify, prior to the Closing Time, it has received any and all addenda issued in relation to the RFP.

**5.15 Contract**

- 5.15.1 The signing of a formal written agreement shall constitute the making of a contract between Clear Hills County and the successful Proponent.

## **5.16 New Technology**

5.16.1 In the event that new technology is introduced during the term of the Contract relating to materials, supplies and services provided under the Contract, and if in the opinion of the Owner that new technology is deemed a requirement of the Owner, the Proponent will be notified of such findings.

## **5.17 Time**

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

## **5.18 Assignment**

5.18.1 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.

## **5.19 Compliance with Laws**

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

## **5.20 Financial**

5.20.1 The County reserves the right to investigate the Proponents financial position.

## **5.21 Proposal Price**

5.21.1 Pricing shall be in Canadian dollars.

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

## **5.22 Sole Bid**

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

5.22.1.1 Current published public sector pricing

5.22.1.2 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.

## **5.23 Proponent and Performance/Default**

5.23.1 In the event of non-performance, the County reserves the right to acquire the items from alternative sources, and the Proponent shall be responsible for any excess cost occasioned thereby and will pay the amount thereof to the Owner on demand. If the Proponent 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 Proponent's obligations, the County may, at its sole discretion, terminate any remaining portion of this contract with the Proponent upon five (5) days written notice delivered to the Proponent, free of any claim of the Proponent of every nature and kind.

#### **5.24 Good and Services Tax**

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

#### **5.25 Indemnification**

5.25.1 The Proponent 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.

#### **5.26 Personal Injury/Property Damage**

5.26.1 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 Proponent, its employees or agents, in the performance of any agreement.

#### **5.27 Insurance**

5.27.1 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.

5.27.2 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.

5.27.3 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.

5.27.4 The Proponent 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:

5.27.4.1 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.

5.27.4.2 The successful Proponent 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.

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

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

#### **5.28 Governing Law**

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

**5.29 Jurisdiction**

5.29.1 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.

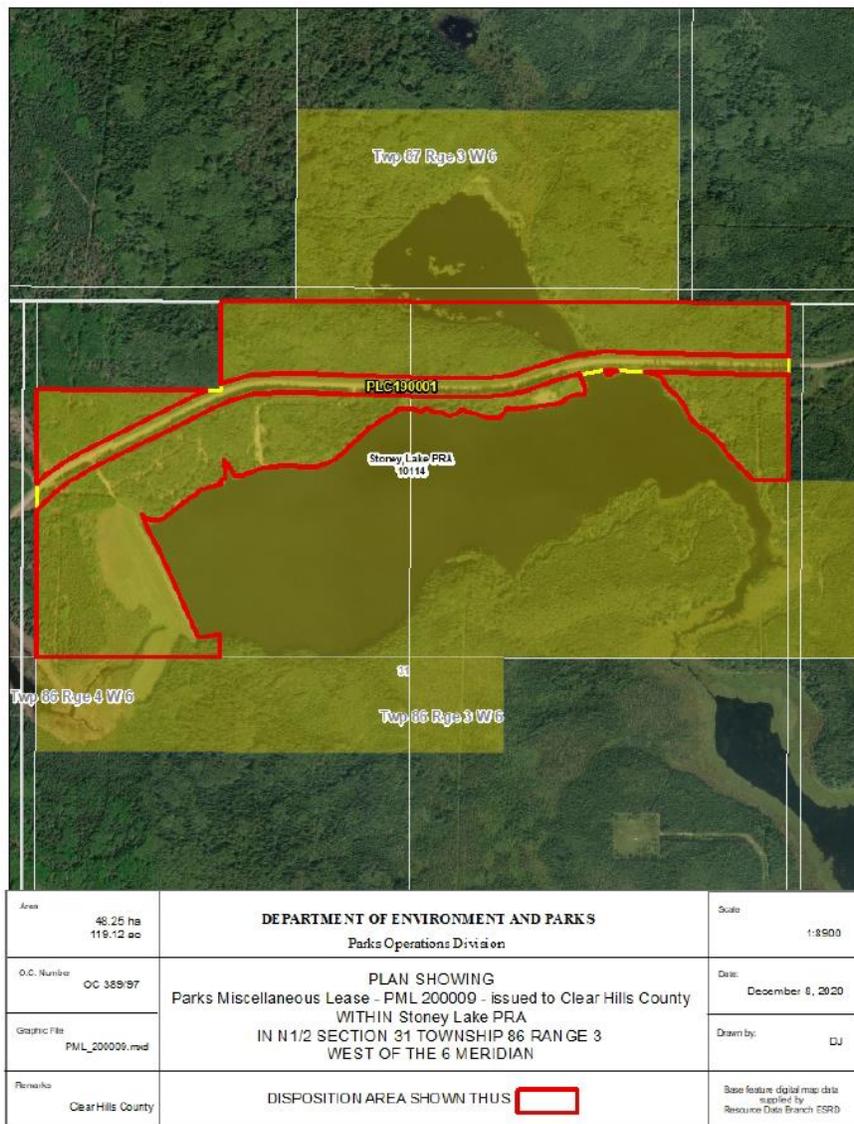
**6.0 Recreation Area**

The Lands are the lands within the Recreation Area described as follows:

All those parcels or tracts of land, situated, lying and being in the unsurveyed eighty-sixth township (86) in the third range (3), west of the sixth (6) meridian in the Province of Alberta, Canada, and being composed of:

Legal subdivision twelve (12), the south half of legal subdivision thirteen (13) and legal subdivision fourteen (14), fifteen (15) and sixteen (16) of section thirty-one (31), and not covered by any of the waters of Montagneuse Lake (Stoney Lake), saving and excepting the through road identified as PLC 190001, as shown on the map below:

**MAP:**



## 7.0 Proposal Form

Bidders Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Number: \_\_\_\_\_ Email: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Insurance Policy #: \_\_\_\_\_ Expiry: \_\_\_\_\_

WCB #: \_\_\_\_\_ GST #: \_\_\_\_\_

<p>Total Contract Price per Month Summer (May 1 – September 30)</p> <p>Year 1- \$</p> <p>Year 2- \$</p> <p>Year 3- \$</p>	<p>Total Contract Price per Month Winter (October 1 – April 30)</p> <p>Year 1- \$</p> <p>Year 2- \$</p> <p>Year 3- \$</p>
<p>Experience- (include references)</p>	
<p>Proposed plan Summer Months-</p> <p>Caretaker on site?</p> <p>Number of staff?</p> <p>Collection of camping fees?</p> <p>Firewood provision?</p> <p>Campsite maintenance?</p> <p>Mowing &amp; vegetation?</p>	

Fallen trees?

Outhouse cleaning?

Waste removal?

Other?

Proposed plan Winter Months-

Campsite maintenance?

Fallen trees?

Outhouse cleaning?

Waste removal?

Other?

Tickets & Training-

Equipment-

\*if additional space is required to submit the bid, attach additional pages with the submission.

If bidder is a registered non for profit provide a copy of the certificate of incorporation.

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

## 8.0 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)

\_\_\_\_\_  
(Fax number)

Name of Contact: \_\_\_\_\_

Having examined and read the Request for Proposal documents for RFP 2025-P03 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:**

**Stoney Lake Provincial Recreation Area PML 200009 Operation  
and Maintenance Services**

THIS AGREEMENT MADE to be effective the \_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

**Contractor**  
(the "Contractor")

And

**Clear Hills County**  
(the "Owner")

**Stoney Lake Provincial Recreation Area PML 200009  
Operation and Maintenance Services**

WHEREAS:

- A. The County has an agreement with Alberta Environment and Parks to maintain and operate the Stoney Lake Provincial Recreation Area PML 200009 hereinafter referred to as the "Recreation Area") for public use and enjoyment, and
- B. The Contractor is the Contractor providing the service to the Owner as stated within this Contact.
- C. 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:

**1.0 Interpretation**

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

- (a) "Service(s)" means the service shall involve Stoney Lake Provincial Recreation Area PML 200009 operation and maintenance services, as specified in the Proposal Documents.
- (b) "Term" means the term if this Agreement.
- (c) "Contract Price" means the price of the contracted services, plus GST, payable by the Owner to the Contractor.
- (d) "County" means Clear Hills County.
- (e) "Activities" means the activities that are permitted on the Lands, such as:
  - i. Overnight camping and day use facilities
  - ii. Biking, boating, angling, ice fishing, bird watching, and wildlife viewing.
  - iii. Maintenance and upkeep of improvements.
  - iv. Additional improvements that require construction upon the required Approval.
  - v. Events upon the required Approval.

- (f) "Approval" includes any permission, or any other permit, authorization or approval required by any governmental or regulatory body having jurisdiction over the Lands or the conduct of Activities.
- (g) "Disposition" means the Stoney Lake Provincial Recreation Area Disposition No. PML 200009 and includes all Schedules referenced in the Disposition.
- (h) "Disposition Change" includes any act by the Contractor that has or is reasonably likely to result in a material change to the Lands, including any natural heritage:
  - i. An Improvement.
  - ii. The Activities.
  - iii. The type and/or level of Services.
- (i) "Emergency" means any situation in the Recreation Area or in the vicinity of the Lands that has resulted, or could reasonably be expected to result in:
  - i. Harm to human life or public safety.
  - ii. The release of any deleterious or contaminated material.
  - iii. Material damage to personal or public property.
- (j) "Event" means a special event or other notable event utilizing the Lands or the Improvements. Renting or subletting of the Lands or Improvements to Users that are not defined in Activities.
- (k) "Improvement" means any permanent or semi-permanent:
  - i. Structure, work or other man-made feature or design made to or on the Lands.
  - ii. Alternation or disturbance to the surface of the Lands.
- (l) "Lands" Mean the land described in Section 6.
- (m) "Maintenance" means routine maintenance or repairs that are reasonably included in the normal operation of the Activities.
- (n) "Operating Year" commences January 1<sup>st</sup> and ends December 31 annually.
- (o) "Operating Season" commences May 15<sup>th</sup> and ends September 30<sup>th</sup> Annually.
- (p) "Users" includes any person using the Lands or participating in the Activities but does not include the Contractor's parties or employees of the County or Province acting in official capacities.

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

**1.3** 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.

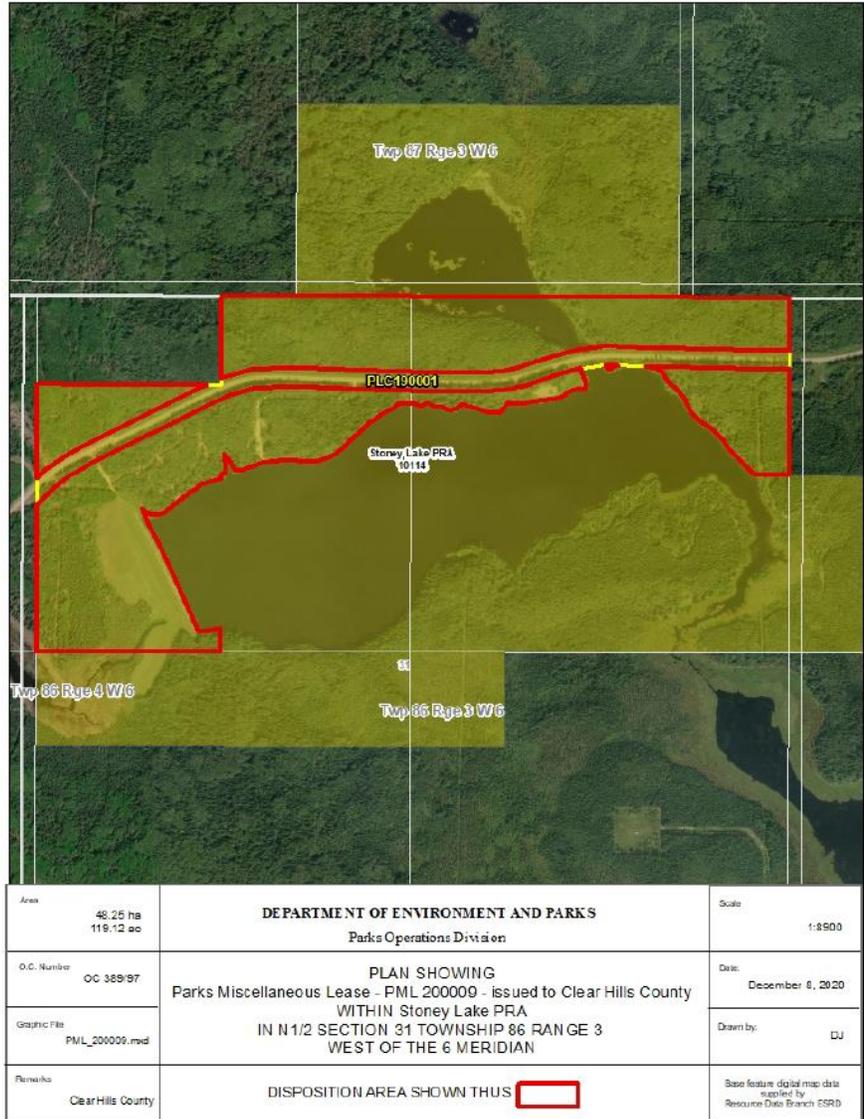
**1.4** Time shall be of the essence of this Agreement.

## **2.0 Recreation Area**

**2.1** The Lands are the lands within the Recreation Area described as follows: All those parcels or tracts of land, situated, lying and being in the unsurveyed eighty-sixth township (86) in the third range (3), west of the sixth (6) meridian in the Province of Alberta, Canada, and being composed of:

**2.2** Legal subdivision twelve (12), the south half of legal subdivision thirteen (13) and legal subdivision fourteen (14), fifteen (15) and sixteen (16) of section thirty-one (31), and not covered by any of the waters of Montagneuse Lake (Stoney Lake), saving and excepting the through road identified as PLC 190001, as shown on the map below:

**MAP:**



**3.0 Grant and Conveyance**

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

**4.0 Term**

**4.1** The Term of this Agreement shall be for a period commencing on the 1<sup>st</sup> day of May, 2025 and expiring April 30, 2028 unless an option to extend the said contract for one (1) year is presented to the Contractor by the Owner, 60 days prior to the expiration date, and accepted.

## **5.0 Contract Price**

**5.1** 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 following:

5.1.1 Year 1- the CONTRACT price of \$ ( ) per month for summer services and the price of \$ ( ) per month for winter services, as specified in the PROPOSAL FORM, exclusive of GST.

5.1.2 Year 2- the CONTRACT price of \$ ( ) per month for summer services and the price of \$ ( ) per month for winter services, as specified in the PROPOSAL FORM, exclusive of GST.

5.1.3 Year 3- the CONTRACT price of \$ ( ) per month for summer services and the price of \$ ( ) per month for winter services, as specified in the PROPOSAL FORM, exclusive of GST.

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

## **6.0 Payment**

**6.1** Invoices must be forwarded to the County office within thirty (30) days of work being performed. Invoices will be numbered and dated, and include the following:

6.1.1 Period invoiced for

6.1.2 Brief description of work performed

6.1.3 Signature of the Contractor

6.1.4 GST Number

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

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

## **7.0 Scope of Work**

**7.1** Summer Months (May 1 – September 30)

7.1.1 The Contractor shall have the recreation area in a clean and presentable condition for the first day of the operating season

7.1.2 The Contractor shall attend the recreation area a minimum of once between Friday evening and Sunday afternoon every weekend to perform operation and maintenance activities as needed.

7.1.3 The Contractor shall attend the recreation area a minimum of once between Monday and Thursday to perform maintenance activities as needed.

7.1.4 Perform all routine regular maintenance or repairs.

7.1.5 Each time the Contractor is on site the Contractor shall collect camping fees, refill envelopes as needed, clean and sanitize outhouses, empty garbage bins and fish cleaning stand, and remove

trees that may be a danger to the public or have fallen across the access or into the parking area.

7.1.6 The Contractor will be responsible for the collection of all camping fees and will deliver these fees to the County the first week of the following month with a detailed log of dates, and campsite numbers the fees originated from. Failure to deliver within the stated time may result in a delay of payment to the Contract.

**7.2 Winter Months (October 1 – April 30)**

7.2.1 The Contractor shall attend the recreation area a minimum of once per week to remove snow and/or ice from around the outhouse doors, clean and sanitize outhouses, empty garbage bins and fish cleaning stands, clean up debris from campfires built on parking areas and/or road ways, and remove trees that may be a danger to the public or have fallen across the access or into the parking area.

**7.3 Maintenance and upkeep of the following improvements:**

7.3.1 Outhouses x 3

7.3.2 Woodsheds x 2

7.3.3 Well with handpump

7.3.4 Docks x 3 (2 wood, 1 plastic)

7.3.5 Removable dock ramp

7.3.6 Hand launch

7.3.7 Picnic tables

7.3.8 Fire pits

7.3.9 Double bear-proof garbage bin x 3

7.3.10 Single bear-proof garbage bin x 1

7.3.11 Fish cleaning stands x 2

7.3.12 Playgrounds x 2

7.3.13 Any improvements made to the recreation area within the term of the contract.

7.3.14 Any additional improvements that require construction that the Contractor seeks to make to the recreation area will be presented to Clear Hills County in an application that includes scope of project, timelines and estimated budget with revenue sources and costs included. Pending County approval of the project the County will apply to the province for approval.

**7.4 The Contractor is required to keep a maintenance logbook, which is to be submitted to the County the first week of the following month, that includes the following:**

7.4.1.1 Date and time at the recreation area.

7.4.1.2 Overall condition of the recreation area upon arrival.

7.4.1.3 Note if any fires or hot coals were left unattended in any firepits.

7.4.1.4 Percentage of wood reaming in the woodsheds.

7.4.1.5 Outhouse conditions.

7.4.1.6 Note if any vandalism has taken place. If so, list what has been damaged.

7.4.1.7 Overall condition of the recreation area upon departure.

- 7.4.1.8 Any additional comments or further information that requires documenting.
- 7.5** Supply all janitorial supplies required.
- 7.6** Arrange for the delivery of all firewood and ensure that there is always firewood on site.
- 7.7** Arrange for the outhouses to be vacuumed a minimum of once per year.
- 7.8** Comply with the *Worker's Compensation Act*, and submit to the County promptly upon request a certificate from the Worker's Compensation Board showing that the Contractor is registered and is in good standing.
- 7.9** The Contractor Shall immediately notify the County upon becoming aware of any of the following in the recreation area and comply with all instructions given by the County or Province:
  - 7.9.1 Any emergency.
  - 7.9.2 Damage to lands, including the Lands, other than normal wear from regular use.
  - 7.9.3 Human-wildlife conflicts.
  - 7.9.4 Any situation that could result in danger to human life, health or safety.
  - 7.9.5 Any material damage to any personal or public property, including wildlife and forest growth.
  - 7.9.6 The contamination of any watershed or the bed and shore of the any water body or any land, including the Lands.
  - 7.9.7 A potential offence or a potential breach of the Environmental Legislation by a third party.
- 7.10** In the event of the following occurrences, the Contractor is to contact the following:
  - 7.10.1 For wildfires: Dial 310-FIRE (310-3473 immediately, and Alberta Environment and Parks Conservation Officers at 780-833-4369 as soon as reasonably possible.
  - 7.10.2 For the release of any deleterious or contaminated materials: Dial 1-800-222-6514 immediately (24hr environmental emergency hotline), and Alberta Environment and Parks Conservation Officers at 780-833-4369 as soon as reasonably possible.
  - 7.10.3 For a death occurring on the Lands: 1-866-415-8690 Alberta Labor, Occupational Health and Safety, if it is the result of a workplace incident, or for any other death, 911 and for either situation, the County's Chief Administrative Officer at 780-685-3925 (office) or 780-835-8097 (cell).
  - 7.10.4 For other Emergencies, the County's Chief Administrative Officer at 780-685-3925 (office) or 780-835-8097 (cell) and, as necessary 911.
- 7.11** Report injuries to the County's Representative for this Recreation Area. "Injury" means, regardless of cause, any of the following:
  - 7.11.1 A significant injury to any person but does not include a death.
  - 7.11.2 A threat, assault or other criminal activity by any person.
  - 7.11.3 Any occurrence in which emergency service personnel were called to the Lands.

- 7.12** Use only suitable animal-proof garbage and recyclable containers and storage facilities that have been approved by the County or a Provincial Representative.
- 7.13** Control or eradicate noxious and prohibited noxious weeds (as defined by the *Weed Control Act*) as required by the *Environmental Code of Practice for Pesticides* using herbicides approved by the County's Representative.
- 7.14** Promptly report all paleontological or archaeological material discovered on the recreation area to the County.
- 7.15** The Contractor shall not undertake any of the following unless the County has received the consent of the province.
- 7.15.1 Allow any act or thing to be done on the recreation area which is or may cause a nuisance.
  - 7.15.2 Place any new signs on the recreation area.
  - 7.15.3 Implement any marketing activity that could reasonably imply the County or Province's participation or acceptance of such activity, including by referencing the County, the Province, or the Park, except to indicate the location of the Activities.
  - 7.15.4 Allow any person to permanently reside on the Lands, unless otherwise permitted in the Activities.
  - 7.15.5 Change the overnight camping fee or charge additional fees.
  - 7.15.6 Allow the use of off highway vehicles (OHV's) to access surrounding crown lands within the recreation area.
- 7.16** Annual Operating Report:
- 7.16.1 The Contractor shall deliver the annual operating report to the County by October 31 each year. The report must contain the following information:
    - I. Any changes to the Contractor's key personnel.
    - II. Any updates to the Contractor's safety plan or emergency contact list.
    - III. Summary of the Activities conducted on the Lands in the Operating Season.
    - IV. Reasonable estimate of the number of users in the Operating Season. Including the following estimates:
      - Percentage of campers that were families.
      - Percentage of campers that were couples.
      - Percentage of campers that were multiple units.
    - VI. How many people use the day use area on the weekends.
    - VII. How many people used day use throughout the season.
    - VIII. Indicate if there was any vandalism, if so, what was vandalized.
    - IX. Financial report on Income and Expenses for the Operating Season.
    - X. Summary of any Emergencies that occurred on the Lands in the Operating Season, their impact to the Lands, Improvements and Activities and any actions taken by the Contractor relating to the Emergencies.

- XI. Summary of any investigation commenced in or continuing from the previous Operating Season by any governmental, regulatory, approving, or sanctioning body or agency relating to the Lands or the Activities.
- XII. Any additional information the County requests in advance.
- XIII. A list of Contractor plans relating to improvements for the upcoming Operating Year, including:
  - Any proposed Disposition Changes.
  - A list of any periods during which it is anticipated that access to the recreation area or any improvements are to be impeded or closed and the reasons why.
  - A list of any periods during which the Activities are to be reduced or not conducted and the reasons why.
  - Any other proposed or anticipated change that would reasonably be expected to materially increase.
  - Any additional information the County requests in advance.
  - Use of the Lands and the Activities that occurred in this Operating Year.
  - The Contractor is to include all information required regardless of whether the County has already consented to or otherwise has knowledge of any of the required information.

## **8.0 Independent Contractor**

- 8.1** It is the responsibility of the Contractor to comply with all licensing of the local authorities (Clear Hills County).
- 8.2** The Contractor will be considered an independent contractor and shall provide the equipment identified and maintain said equipment in good condition for the duration of the agreement.
- 8.3** The Contractor shall provide skilled operators and trained labourers.

## **9.0 County Responsibility**

- 9.1** The cost of all firewood supplied to the recreation area.
- 9.2** The cost of vacuuming the outhouses.

## **10.0 Contractor's Operations**

- 10.1** That the Contractor will provide the Service(s) to the County service required for the Stoney Lake Provincial Recreation Area PML 200009 Operation and Maintenance Services, as outlined in Proposal Documents.
- 10.2** The Activities permitted in the recreation area are:
  - 10.2.1 Operation of overnight camping and day-use facilities at the site for public use and enjoyment.
  - 10.2.2 Additional activities that occur on the land include biking, boating, angling, ice fishing, hiking, bird watching and wildlife viewing.
  - 10.2.3 Maintenance and upkeep of improvements.

**10.3** The Contractor shall maintain the Lands and improvements in a clean condition and perform all maintenance necessary to keep the improvements in good and serviceable condition.

**10.4** That the Contractor be in compliance with all applicable laws, bylaws or decrees that relate to the delivery of this service and operation of the equipment used.

**10.5** That the Contractor shall provide skilled and experienced operators.

**10.6** That the Contractor will follow Occupational Health and Safety Guidelines.

#### **11.0 Reclamation and Restoration**

**11.1** As the Contractor is the one who performed the Service(s), the Contractor shall ensure the areas of 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.

**11.2** The Contractor shall at all times indemnify and save harmless the County of and from any and all loss and damage and all fires, costs, suites, claims, demands and actions of any kind or nature for which the County shall become liable or incur or suffer due to any breach of the Contractor's operations/obligations pursuant to this Agreement.

#### **12.0 Indemnity and Exemptions**

**12.1** The Contractor shall defend, indemnify and save harmless Clear Hills County its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

**12.2** The Contractor agrees to defend, indemnify and save harmless Clear Hills County from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with WCB. This indemnity shall be in addition to and not in lieu of any proof of WCB status and compliance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

#### **13.0 Insurance**

**13.1** The Proposal shall be accompanied by a Certificate of Insurance to certify that the required insurance is in place. If the required insurance is not in place, the Proponent may submit a letter of Insurability or Undertaking of Insurance in standard form from the Bidder's insurance Broker certifying that the required insurance will be issued to the Bidder if the Bidder is the Successful Bidder.

- 13.2** The Successful Bidder shall be required to secure and maintain at its own expense the insurance provided for the Contract.
- 13.3** The Successful Bidder shall provide all required insurance to the County no later than ten (10) working days after the receipt of Letter of Intent from the County.
- 13.4** 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.
- 13.5** 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 Contract and any extension thereof.
- 13.6** 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.
- 13.6.1 Prior to execution of the agreement the Contractor shall provide an Acceptable Certificate of Insurance as evidence that he has the following coverage:
- Comprehensive General Liability in an amount not less than \$2,000,000.00 (two million) inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall extend to include blanket written contractual liability and employees as additional insured.
- 13.6.2 The Contractor shall be responsible for providing insurance against loss or damage of his equipment. Clear Hills County, unless they are negligent, shall not be responsible for any loss or damage to the equipment.
- 13.7** Current Workers Compensation coverage is required for the Successful Bidder.

#### **14.0 Taxes**

- 14.1** Any amounts required to be paid by the County to the Contractor pursuant to be the Contract shall be inclusive for any applicable Goods and Services Tax, as well as any similar of like tax levied in substitution for Goods and Services Tax.
- 14.2** The Contractor shall be responsible for the payment of all income tax, Canada Pension, employment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the Worker's Compensation Act that arise or may hereafter arise with respect to the Work performed by the Contractor under this Contract.

#### **15.0 Expiration/Termination**

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

15.1.1 The Contractor corrects the default within the time specified in the notice of Default; or

15.1.2 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

15.1.2.1 The Contractor provides a schedule to correct default acceptable to the County; and

15.1.2.2 The Contractor corrects the default within the time set out in the schedule agreed by the County.

**15.2** In the event that the default is not corrected in accordance with this Agreement, to the County's satisfaction, or in the event if urgent circumstances where the giving of a written Notice of Default is impossible, or impractical, as may be determined by the County in its sole and unfettered discretion, the County may, without prejudice to any other right that the County has pursuant to this Contract, or at law;

15.2.1 Terminate the Contractor's right to continue with the performance of the Work required by this Contract in whole or in part; or

15.2.2 Terminate the Contract forthwith; or

15.2.3 Correct the default at the Contractor's expense and deduct the cost of same from any amount of monies that may be, or become, due and owing to the Contractor, or

15.2.4 Complete the Work required by the Contract or allow another independent Contractor to provide the uncompleted portion of the Work if results are not satisfactory to the County or in the event that the schedule for the performance of the work required by this Contract is not being met by the Contractor.

**15.3** The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the County 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 Contract, in whole or in part, or the termination of the Contract forthwith, shall be a debt immediately due and owing by the Contractor to the County which debt may be offset by the County against any monies payable to the Contractor pursuant to this Contract or any other monies payable by the County to the Contractor. The exercise by the County of the rights pursuant to this clause shall not limit any other remedy the County may have pursuant to this Contract or at law.

**15.4** 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.

#### **16.0 Arbitration**

- 16.1** Subject to any provisions of this Contract to the contrary, if any dispute or difference between the parties shall arise under this Contract, either party may give to the other written notice of dispute or difference and request that such dispute or difference be arbitrated as hereinafter set out.
- 16.2** Any matter which the Contractor and the County choose to refer to Arbitration shall be directed to an independent consulting engineer to be selected jointly by the Contractor and the County, whose decision shall be final and binding. In the event the Contractor and the County fail to agree on an arbitrator within ten (10) days of the parties' agreement to refer to the matter to Arbitration, then set an application shall be made to the Justice of the Court of Queen's Bench of Alberta to select the arbitrator.
- 16.3** 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 this Agreement, and all charges, fees and expenses of the arbitrator.
- 16.4** The foregoing shall not be authorizing any reference to arbitration as to any question or dispute regarding the County's mode of operation or any other matter which, under this Contract, is expressly implied required or permitted to be decided by the County.

#### **17.0 General**

- 17.1** 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 five (5) days following the date of mailing. The addresses of the parties for the purposes hereof shall respectively be:

if to the Contractor:

ATTENTION: CONTRACTOR

if to the Owner:

Clear Hills County  
Box 240  
Worsley, Alberta  
T0H 3W0

ATTENTION: Natasha Gillett, Community Services Clerk

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

- 17.2** 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.
- 17.3** 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 Ten (10) days after the date that mail service is restored.
- 17.4** The Grantor and the Grantee 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.
- 17.5** The Grantee may at any time during the Term of this Agreement register a caveat, memorandum or other document against the assets of the Grantor.
- 17.6** This Agreement, together with any Appendix attached 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.
- 17.7** This Agreement shall ensure to the benefit and be binding upon the parties, their heirs, executors, successors and assigns. Without limiting the forgoing, the rights and privileges granted to the County under this Agreement shall be deemed to be covenants which run with the Lands for the benefit of the County and shall be binding upon the contractor and each of the successors in title to the parties comprising the Contractor.
- 17.8** Notwithstanding anything contained herein, time shall in every respect be of the essence.

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

CONTRACTOR.

Per:

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Per:

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Witness:

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Date Signed:

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CLEAR HILLS COUNTY

Per:

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Per:

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Witness:

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Date Signed:

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