



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

REQUEST FOR TENDER

DESCRIPTION:

Montagneuse Grader Beat 03

REFERENCE #: 2025-07

Tender Closing Time:
April 4, 2025
4:00 p.m. Local Time

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1.0 Invitation to Tender

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

This RFT 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 RFT. Failure to satisfy any term or condition may result in an unacceptable Tender.

Vendors submitting a Tender are deemed to have accepted all the Tender Documents.

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

The right to reject any or all Tenders is reserved by Clear Hills County and the lowest or any Tender will not necessarily be accepted.

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

Submission of a tender by a bidder gives the County the right to require the Bidder to execute the contract for the Service(s) as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the County for a period of thirty (30) days following the end of the day the Tender Closing. The Successful Bidder will be notified in writing of the award of the Tender when the County delivers a letter of intent to the Successful Bidder.

1.1 Inquiries

1.1.1 Refer all Tender inquiries to Terry Shewchuk, Public Works Manager, by fax 780-685-3960 or by email to terry@clearhillscounty.ab.ca

1.1.2 Indicate Tender # and project description on all correspondence.

1.1.2.1 **Request for Tender #: 2025-07**

Description: Montagneuse Grader Beat 03

1.2 Tender Return

1.2.1 Tenders will be received at Clear Hills County office no later than 4:00 p.m., local time, on April 4, 2025. Tender submissions shall be sealed and enclosed in envelopes marked with the RFT number and addressed to:

Clear Hills County

313 Alberta Ave

Box 240

Worsley, AB

T0H 3W0

Attn: Terry Shewchuk, Public Works Manager

1.2.2 Faxed or electronic Tenders will not be accepted. Clear Hills County does not recommend sending Tenders by Courier due to limited Courier Services. Tender number must be clearly marked in the subject line or on coversheet.

1.2.3 Each Tender shall be addressed to Clear Hills County in a sealed envelope clearly marked with Organization's name, address and Tender number.

1.2.4 Clear Hills County is not responsible for the timeliness of documents delivered to the County.

1.3 RFT Schedule of Events

1.3.1 RFT Issue Date:	February 24, 2025
1.3.2 RFT Closing Date:	April 4, 2025
1.3.3 Closing Time:	4:00 p.m. Local Time
1.3.4 Opening of Tenders:	April 8, 2025

2.0 Scope of Work

2.1 Project Overview

2.1.1 Clear Hills County (the “County”) is seeking tenders for the Montagneuse Grader Beat 03.

2.1.2 The Service(s) to be supplied is as follows:

2.1.2.1 Motorized Grader Services shall meet or exceed, the Specifications set out in the Request for Tender.

2.1.3 In order to determine if the Service(s) to be supplied are in conformity with the specifications, and with other contractual requirements, monitoring 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. The monitoring by the County shall in no way relieve the Successful Proponent from its obligations to meet the requirements of the specifications and other contractual requirements.

2.2 Term

2.2.1 Term of the contract will start on November 1, 2025, and will expire October 31, 2030.

3.0 Instructions to Bidders

3.1 Background

3.1.1 Clear Hills County (the “County”) is seeking tenders for Motorized Grader Service. The Service(s) shall meet, or exceed, the specifications described in the Request for Tender.

3.1.2 In order to determine if the Service(s) to be supplied are in conformity with the Specifications, and with other contractual requirements, monitoring 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. The monitoring by the County shall in no way relieve the Successful Bidder from its obligations to meet the requirements set out throughout the Request for Tender and other contractual requirements.

3.1.3 It is also understood and agreed by the Bidder that the Successful Bidder shall continue to provide service after the expiry of the Term, if required, for a minimum period of sixty (60) days, or for such other time as to be negotiated by the County’s Public Works Manager, or order to allow the County to award the new contract for the Service(s).

3.1.4 The Tender shall provide motorized graders less than ten (10) years old. Motorized graders shall not exceed ten (10) years of age at any time during the Term of the Contract. A road worthiness safety inspection is required at seven (7) years of age. A copy of the inspection must be provided to the County.

- 3.1.5 The Tender shall be on an hourly basis which will cover all direct and indirect costs related to the performance of the Service(s) during the term.
- 3.1.6 As per the Terms of Payment in the Contract, the Hourly Rate will begin when the Grader begins the Service(s) in the Montagneuse Grader Beat 03. This **will not** include warm up and cool down time as well as travel from outside the Montagneuse Grader Beat 03 to the Montagneuse Grader Beat 03 and grader will arrive at the beat ready to perform work (fueled, blades in working order, etc.)
- 3.1.7 The Successful Bidder shall deliver the Service(s) to the County as follows:
 - 3.1.7.1 Clear Hills County (“the County”) as the authority for the construction and maintenance of all local roads in the County, is requesting tenders for Motorized Grader Service for the Montagneuse Grader Beat 03 areas within the County. The Service(s) shall meet, or exceed, the specifications described in the Request for Tender and the Contract. The term to be five (5) years.
- 3.1.8 The County will receive sealed tenders (tenders will be received, date and time stamped at the Clear Hills County office) until 4:00 p.m. local time on April 4, 2025. Faxed and/or emailed tenders will not be accept and will be returned to the bidder.

3.2 Submission of Tenders

- 3.2.1 Each Tender shall be addressed to Clear Hills County in a sealed envelope clearly marked with the Bidder’s name, address and Tender Number. The sealed envelope containing the Tender shall be delivered before the Tender Closing time to the County in accordance with the Invitation to Tender and the Instructions to Bidders at:
Clear Hills County
313 Alberta Avenue
Box 240
Worsley, Alberta
T0H 3W0
Attention: Terry Shewchuk, Public Works Manager
- 3.2.2 In the event of a dispute or issue about whether or not a Tender complies with the Instructions to Bidders, the County reserves the right to retain and open a copy of the Tender in question in order to seek and obtain a legal opinion in relation thereto.

3.3 Tender Form

- 3.3.1 Each Bidder shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The Tender Price must be written in words as well as figures and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the “Tender Price”). In the event if a discrepancy between an amount written in words and an amount written in figures, the amount written in worlds shall be deemed the intended amount. Tender shall be written in English.
- 3.3.2 Each Bid Rate per year is to be one hourly bid only.
- 3.3.3 Notwithstanding the foregoing, the County shall be entitled to accept a Tender in such form as the County in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or

substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.

3.3.4 The County shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Bidder. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in the favor of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing Submission.

3.3.5 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and received by **Terry Shewchuk, Public Works Manager** of the County prior to Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the County in the Invitation to Tender within 48 hours of the Notice of the withdrawal, modification or clarification.

3.4 The Freedom of Information and Protection of Privacy Act

3.4.1 All documents submitted to the 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 the Bidder's personal or business information where disclosure would be harmful to the Bidder's business interests or would be unreasonable invasion of personal privacy as defined in section 15 and 16 of *FOIP*. Bidders are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Bidders that any portion of the Bidder's documents can be kept confidential under *FOIP*.

3.5 Tender Documents

3.5.1 By submitting its Tender, the Bidder acknowledges and agrees that it has received and reviewed the Tender Documents and that its Tender is subject to the terms and conditions of the Tender Documents.

3.6 Variation in Tender Documents and no Implied Obligation

3.6.1 The Bidder shall carefully examine the Tender Documents. Any errors, omission, discrepancies or clauses requiring clarification shall be reported in writing to the County at least ten (10) calendar days prior to the Tender Closing. Where necessary the County shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.

3.6.2 Should a Bidder fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least ten (10) calendar days prior to Tender Closing, the County shall be the sole judge as to the intent of the Tender Documents.

3.6.3 No implied obligation of any kind by or on behalf of the County shall arise from anything in the Tender Documents, and the express covenants and

agreements contained in the Tender Documents and made by the County, are and shall be the only covenants and agreements that apply.

- 3.6.4 The Tender documents supersede all communication, negotiations, agreements, and representations and warranties either written or oral relating to the subject matter of the Tender prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written addenda.

3.7 Addenda

- 3.7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt has been acknowledged by the Bidder, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the County nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to Terry Shewchuk, Public Works Manager of the County.

3.8 Tender

- 3.8.1 Each Bidder shall review the Tender Documents provided by the County and confirm that it is in the possession of a full set of Tender Documents when preparing its Tender.
- 3.8.2 Tenders shall be properly executed in full compliance with the following requirements:
- 3.8.2.1 The signatures of persons executing the Tender must be in their respective handwriting.
- 3.8.2.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed.
- 3.8.2.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership.
- 3.8.2.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature.
- 3.8.2.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 3.8.3 Tenders received from agents representing the Bidder must be accompanied by a Power of Attorney signed by the said Bidder showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract. The execution of the Contract will be binding and have the same effect as if it were duly signed by the Owners.
- 3.8.4 Only one Tender from an individual, firm, partnership or corporation will be considered. By submitting its Tender, the Bidder acknowledges and agrees that if the County has reasonable grounds for believing that any Bidder is interested in more than one Tender for the Service(s), the County may, in its sole and unfettered discretion, reject all the Tenders in which such Bidder is interested.

- 3.8.5 By submitting its Tender, the Bidder acknowledges and agrees that any or all Tenders will be rejected if the County has reasonable grounds for believing that collusion exists among the Bidders.

3.9 Insurance

- 3.9.1 The Tender **shall be accompanied** by 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 is the Successful Bidder as required in the Contract.
- 3.9.2 Thirty (30) days prior to the commencement of the Contract the Successful Bidder shall provide to the County 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 and be in place for the commencement of the Contract.
- 3.9.3 The Successful Bidder shall provide to the County a Certificate of Insurance, certifying that the insurance as required by the Contract is in place no later than the date of the commencement of the Contract.
- 3.9.4 The Successful Bidder shall be required to secure and maintain at its own expense the insurance provided for in the Contract.

3.10 Site Conditions

- 3.10.1 The Bidder is responsible for inspecting the site of the work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site of work, including the soil structure and topography of the site and of the work to be performed and all matters which may in any way affect the work. Without limiting the foregoing, by the submission of its Tender, the Bidder acknowledges that it has investigated and satisfied itself as to:
- 3.10.1.1 The nature of the work.
- 3.10.1.2 The location and all conditions relating to the location of the work including, but no limited to, general character, surface and sub-surface condition, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions.
- 3.10.1.3 The general character, conditions, laws and restrictions applicable to the work that might affect the performance of the work.
- 3.10.1.4 All environmental risks, conditions, laws and restrictions applicable to the work that might affect the work.
- 3.10.1.5 The magnitude of the service required to execute and complete the work.
- 3.10.2 The Bidder is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Service(s). The County is not responsible for undertaking any investigations to assist the Bidder. Any information, or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The County and County's Consultants, if any, assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Bidders, who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.

3.10.3 The Bidder further agrees that it shall not rely upon any oral information provided to it by the County, the County's Consultants, if any, or their representatives.

3.11 Prime Cost and Contingency Sums

3.11.1 The Bidder shall include in its Tender Price any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

3.11.2 The Tender shall be on an hourly rate basis which will cover all direct and indirect costs related to the performance of the Service(s) during the term.

3.11.3 As per the Terms of Payment in the Contract, the Hourly rate will begin when the Grader begins the Service(s) in the Montagneuse Grader Beat 03. This will not include warm and cool down time, fuelling machine, or any maintenance that is done to the grader, as well as travel from outside the Montagneuse Grader Beat 03 to the Montagneuse Grader Beat 03.

3.11.4 Any tax rebates that apply under the current legislation will be claimed by and will be accrued to the benefit of the County.

3.12 Permit and Inspections

3.12.1 The Bidder shall include in its Tender Sum, permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Service(s) in accordance with the Contract, if required.

3.13 Successful Bidder

3.13.1 Award of Contract by the County occurs once the Bidder receives a Letter of Intent duly executed by Public Works Manager of the County after the Public Works Manager has been duly and legally authorized by the County to send such letter of intent.

3.13.2 Following the receipt of the Letter of Intent, the Successful Bidder shall provide the Performance Bond within the time required (Section 3.19). The Successful Bidder shall also provide the requirements of Insurance as required (Section 3.9).

3.13.2.1 If the Successful Bidder fails to comply with either or both requirements in Section 3.18.6, the Tender Deposit shall be forfeited to the County as compensation for damages the County may suffer.

3.13.2.2 Within ten (10) working days of receipt of the Contract from the County, the Successful Bidder shall duly execute the Contract and return it to the County.

3.14 Workers Compensation

3.14.1 Each Bidder is to submit with its Tender, a letter of account from the Workers' Compensation Board of Alberta. This letter is to be current and not dated fourteen (14) days prior to Tender Closing.

3.14.2 The Bidders who do not have an account at the Workers' Compensation Board of Alberta shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.

3.14.3 If the Bidder is performing work in any exempt industry within the meaning of the Workers' Compensation Board Act (the "WCB Act") and does not carry coverage, the Bidder acknowledges that:

3.14.3.1 The County is subject to a deeming order under s. 11(2) of the WCB Act (the "Deeming Order").

3.14.3.2 The Deeming Order states that all Bidder's employees, directors, proprietors, partners or employees are deemed to the County employees for the purposes of the WCB Act while performing work for the County.

3.14.3.3 The effect of the Deeming Order is that the Bidder's employees, directors, proprietors and partners who are injured while performing work for the County under the Contract have no right to sue anyone and are limited to a claim under the WCB Act.

3.14.4 The Bidder shall communicate the existence and effect of the Deeming Order to all its employees, directors, proprietors, partners and employees.

3.15 Occupation Health and Safety

3.15.1 The Bidder shall familiarize himself, his staff and subcontractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contract acknowledges that he is an "employer" as defined in the Occupational Health and Safety Act, and that he will as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations thereunder, including those as required by Clear Hills County own internal Safety Policy (Human Resources Policy HRP 6:01) as they may be amended from time to time.

3.15.2 It is the County's objective to ensure that as safe of a workplace as possible at the location of the Service(s). The Successful Bidder shall investigate and comply with all Alberta Occupational Health and Safety Regulations, and other applicable federal, provincial and municipal legislation or regulations, and by-laws applicable to the Service(s) during the term of the Contract generally, and more specifically, during the performance of the Service(s).

3.16 Registration

3.16.1 Prior to commencing the Work, the Successful Bidder shall obtain all authorizations required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the County to forthwith terminate the Contract without compensation.

3.17 Required Equipment & Operation

3.17.1 The Successful Bidder will provide one (1) grader only as described below:

3.17.1.1 Not to exceed ten (10) years age at time of submission of the Tender, or at any time during the existence of the Term of the Contract or any extension thereof. A road worthiness safety inspection is required at seven (7) year of age.

3.17.1.2 Model: Motor Grader – Group 4 of the current Alberta Road Builders and Heavy Construction Association Equipment Guide.

3.17.1.3 Minimum of fourteen (14) foot mould board – Must be used at all times.

3.17.1.4 Snow wing with skis/shoes available.

3.17.1.5 12-foot one-way speed plow.

3.17.1.6 Adequate head lights.

3.17.1.7 Rotating amber light on the top canopy.

3.17.1.8 Four-way flashers.

3.17.1.9 Flags on mould board and cab roof.

3.17.1.10 Fourteen (14) foot “Sanvik®” or equivalent scarifier blade adapter and tips.

3.17.1.11 First Aid kit

3.17.1.12 Fire Extinguisher

3.17.1.13 Spill Kit

3.17.2 The motor grader must arrive at the project site equipped with an adequate set of regular blades, “Sanvik®” or equivalent scarifier blade adapter and tips. The blades and tips for use under the contract will be the responsibility of the Successful Bidder.

3.17.3 The Equipment must be available to meet the service levels required by the County. All other conditions as outlined in the County Policies and Procedures must be adhered to. The hourly bid price will include the provisions of all attachments required to fulfill the road maintenance service obligations within the Contract.

3.17.4 The motor grader must be equipped with the following communication systems compatible with Clear Hills County equipment. The installation and/or rental fees for two-way radios and cell phones will be the responsibility of the Successful Bidder. GFI modems will be supplied by Clear Hills County. Minimum communication system requirements are:

- Operation two-way radio.
- Operational cell phone.
- Operational GFI Unit, supplied by the County, shall be hard wired. Temporary installations will not be accepted, and GFI modem must be installed and maintained by the Successful Bidder. GFI to be functioning during the Service(s) being completed for the County.

3.17.5 During normal operational days, the Grader must begin the Service(s) in the Montagneuse Grader Beat 03 by 7:00 a.m.

3.18 Tender Deposits

3.18.1 The Bidder shall submit with its Tender a Tender Deposit in the amount of one thousand dollars (\$1,000.00) in the form of a certified cheque or an irrevocable letter of credit, or a bid bond in favor of the County as a guarantee that, if awarded the Contract for the Service(s), the Bidder will execute the Contract and submit the required performance bond within the specified time frame.

3.18.2 The Tender Deposit shall be in a form and contain terms that are satisfactory to the County in its sole and unfettered discretion.

3.18.3 Failure to submit the Tender Deposit as required herein shall result in the Tender being declared non-compliant and rejected by the County.

3.18.4 The certified cheque or irrevocable letter of credit of an unsuccessful Bidder shall be returned by ordinary mail within thirty (30) days after the Contract has been duly executed by the Successful Bidder.

3.18.5 The County will not pay any interest on money furnished as a Tender Deposit.

3.18.6 If within ten (10) working days after the Contract is presented to the Successful Bidder for signature, the Successful Bidder refuses or fails:

3.18.6.1 To sign and return to the County’s Public Works Manager the Contract for performing the Service(s).

3.18.6.2 To provide the security for performance of the Contract as required.

3.18.6.3 To provide the letter of insurability required by the Contract.

3.18.6.4 To provide the letter of acceptance for Worker's Compensation Board coverage.

3.18.7 The Tender Deposit shall, without prejudice to any other rights that the County may have in law or in equity, be forfeited to and retained by the County on account of any losses or damages incurred or suffered by the County.

3.18.8 The forfeiture of a Successful Bidder's Tender Deposit shall not be construed as a waiver of any rights or remedies which the County may have against such Bidder for loss or damages incurred or suffered in excess of the amount of such Tender Deposit.

3.19 Performance Bond

3.19.1 At the instance of the execution of the Contract, and subject to the requirements of Section 3.18.6, the Successful Bidder shall deliver to the County a Performance Bond in the amount of fifteen thousand dollars (\$15,000.00), or such other form of security acceptable to the County in its sole and unfettered discretion, in order to guarantee the faithful performance of the Contract, and in default thereof, shall protect the County against any losses or damage arising by reason of failure of the Successful Bidder to faithfully perform the Contract.

3.20 Tender Exceeding Budget

3.20.1 If the Tender Sum of every Bidder exceeds the amount the County has budgeted for the Services the County may reject all Tenders and attempt to negotiate a lower price with the Bidder who, in the sole and unfettered discretion of the County, has submitted the most advantageous Tender.

3.20.2 Each Bidder acknowledges and agrees that the County has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the County and that the County has no obligation to neither disclose such criteria nor employ the criteria listed in the Tender Evaluation Criteria.

3.20.3 By submitting its Tender, each bidder waives its right to contest in any action, application, case or legal proceeding in any way, the decision which the County may pursue.

3.20.4 If the Tender Sum of every Bidder exceeds the amount budgeted for the Services and the County negotiates with the Bidder who has submitted the Tender considered most advantageous to the County:

3.20.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential.

3.20.4.2 In particular, the County's attempt to negotiate with such Bidder does not constitute a rejection of its Tender; and

3.20.4.3 The County will not attempt to obtain a lower price for the same Services that the Bidder originally bid on but may attempt to obtain a lower price for revised Services. In no event will the County be obliged to disclose the amount budgeted for the Services.

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

3.21.1 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 Tender.

3.22 Acceptance or Rejection of Tenders

- 3.22.1 As it is the purpose of the County to obtain the Tender most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Tender Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which:
- Is incomplete, obscure, irregular or unrealistic.
 - Is non-compliant in a trivial/immaterial or substantial/material manner, or conditional.
 - Has erasures or corrections.
 - Omits a price on any one or more items in the Tender.
- 3.22.2 Further, a Tender may be rejected or accepted on the basis of the County's unfettered assessment of its best interest, which includes the County's unfettered assessment as to a Bidder's past work performance for the County or for anyone else or as to a Bidder's financial capabilities, completion schedule, or ability to perform the Work, or the County's desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Tender Closing Time with the Bidder that the County deems has provided the most advantageous Tender. In no event will the County be required to offer any modified terms to any other Bidder prior to entering into a Contract with the Successful Bidder and the County shall incur no liability to any other Bidders as a result of such negotiation or modification.

3.23 Law and Forum Tender

- 3.23.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Bidders are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

3.24 Acceptance Period

- 3.24.1 The Tender shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Tender, namely, forty (40) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

By undersigning below the Contractor acknowledges that these Instructions to Bidders has been read, understood and agreed upon.

Contractor

Witness

Date

4.0 Evaluation

Each Tender 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 Tender, the bidder acknowledges and agrees that the County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

By submitting its Tender, each bidder 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 noted below.

<i>Evaluation Criteria</i>	Evaluation Weighting (1-50)
Bid Rate per Hour	30 Points
Flexibility, adaptability, ability to take instruction and reliability	25 Points
Past Performance and Professionalism with Clear Hills County	10 Points
Past Performance and Professionalism with other Municipalities	10 Points
Owner and Operator Experience	20 Points
Results of any reference check done by the County	5 Points
Score of Percentage	100 Points

5.0 Tender Form

Name of Bidder: _____

Name of Contact: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

Having examined the Tender Documents, the undersigned Bidder offers to enter into a Contract to perform the Service(s) required by the Tender Documents on the terms and conditions set out hereinafter.

Tender bid to be one hourly bid per year.

Bid Rate Year One (1) Per Hour	
Bid Rate Year Two (2) Per Hour	
Bid Rate Year Three (3) Per Hour	
Bid Rate Year Four (4) Per Hour	
Bid Rate Year Five (5) Per Hour	
Owner/Operator Experience	
Equipment List (Make, model, and year)	
Present Equipment Ownership	Do you presently own the equipment? _____ Yes _____ No If yes, provide serial number:
Reference of Past Work	List a minimum of three references with phone numbers: 1. 2. 3.

If the space provided is not sufficient, Bidder may attach additional pages. In order for the additional pages to be accepted by the County, these additional pages must be signed and sealed in the same fashion as the Tender Form. Failure to comply with this requirement may result in the additional pages being rejected by the County.

Declarations:

The undersigned Bidder hereby declares that:

- a. This Tender submission is governed by the terms and conditions of the Tender Documents as that term is defined throughout the Tender.
- b. Agrees to perform the Construction in compliance with the County's required completion schedule stated in the Tender Documents.
- c. No person, firm or corporation other than the undersigned has any interest in this Tender of in the proposed Contract for which this Tender is made.
- d. This Tender submission is open to acceptance for a period of forty (40) days from the date of Tender Closing.

Signed, sealed and submitted for and on behalf of:

Company:

(Name)

(Address)

(City, Province & Postal Code)

(Apply Seal)

Signature:

Name & Title:

Dated at _____ this _____ day of _____, 2025



DRAFT CONTRACT

DESCRIPTION:

Montagneuse Grader Beat 03

REFERENCE #: 2025-07

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

BETWEEN:

CONTRACTOR
(the "Contractor")

And

Clear Hills County
(the "Owner")

Montagneuse Grader Beat 03

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.
- C. The Contractor is qualified or has in its employment personnel qualified to perform the required service(s).

NOW THEREFORE in consideration of the amounts to be paid by the Owner 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:

6.1 Interpretation

- 6.1.1 Where used within this Agreement, the following Terms shall have the following respective meanings:
 - (a) "Service(s)" means the requirement for motorized Grader Service. The Service(s) shall meet, or exceed, the specifications described in the Tender Documents. The term of the contract will start on November 1, 2025, and will expire October 31, 2030.
 - (b) "Term" means the term of this Agreement.
 - (c) "Price" means the price of the Contracted Service, plus Goods and Services Tax, payable by the Owner to the Contractor.
 - (d) "Security" means in order to secure the performance of the Contractor's obligations as set out herein, the Contractor shall deliver to the Owner a Performance Bond or such other form of security ("Security") on such terms as for such an amount as may be deemed acceptable to the Owner.
 - (e) "Contract Price" means the price of the contracted services, plus GST, payable by the Owner to the Contractor.
 - (f) "County" means Clear Hills County.
- 6.1.2 Each obligation or agreement of the Contractor or the Owner expressed in this Agreement is considered to be a covenant for all purposes.
- 6.1.3 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.
- 6.1.4 Time shall be of the essence of this Agreement.

6.2 Grant and Conveyance

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

6.3 Term

- 6.3.1 The Term of this Agreement shall be for a period commencing on the 1st day of November 2025 and expiring on the 31st day of October 2030 unless mutually agreed upon by both parties to extend the said contract for the terms and conditions that are negotiated under fair and consistent business practices. Extension negotiations to be completed and accepted no later than, 60 days prior to expiration date.
- 6.3.2 It is also understood and agreed to by the Contractor that the Contractor shall continue to provide service after the expiry of the Term, if required, for a minimum period of sixty (60) days, or for such other time as to be negotiated by the County's Public Works Manager or his designate, in order to allow for the Owner to award the new Contract for the Service(s).
- 6.3.3 It is also understood that no work shall be performed by the Contractor until the Contract has been fully executed by both parties hereto.

6.4 Payment

- 6.4.1 In consideration of the proper performance by the Contractor of the Service(s) pursuant to this Contract, and subject to verification of the actual Service(s) performed by the Contractor, the Owner shall pay the Contractor the amount set out in the Contractor's invoice, less applicable holdback as provided for in Alberta *Builder's Lien Act*, within thirty (30) days from the receipt of an invoice from the contract.
- 6.4.2 Payment for the performance of the Service(s) by the Contractor shall be in accordance with the rates set out in the Tender Form, which is attached within the Contract. The Hourly Rate will begin when the Grader begins the service(s) in the Montagneuse Grader Beat 03. This will not include warm and cool down time as well as travel from outside the Montagneuse Grader Beat 03 to the Montagneuse Grader Beat 03.
- 6.4.3 Invoices will be processed, and payment mailed within thirty (30) days of receipt containing a minimum of 14 days of work being performed. Invoices will indicate the hours worked at the current bid rate (Tender Form), and have attached to them a copy of a Contractor Daily Time Certificate indicating the following:
- Dates worked.
 - Starting and stopping time of each day worked
 - Starting and stopping time for deadheading equipment to the boundary of the grader beat, breakdown, changing blades, and other activities such as meal breaks, refueling, etc.
 - Miles of road graded and location (map).
 - Signed copies of the operator's daily time slips.
- 6.4.4 Global Fleet Information (GFI) generated reports and maps will be used to assist with quality control, and performance evaluation will be used as the basis of payment.
- 6.4.5 Failure to provide the appropriate information will result in delay of payment.

6.4.6 The Contractor hereby acknowledges, and agrees that the Contract Price, and each and every installment of 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 any and all rights or claims to consideration or compensation of any kind whatsoever for the rights and privileges granted by the Owner under the terms of this Agreement.

6.5 Owner's Operations

6.5.1 Monitoring of the Services, which will include the inspection of the Grading, 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.

6.5.2 The Owner shall in every way provide such co-operation as is reasonable in order for the Contractor to be able to perform the Service(s) required pursuant to this Contract in a satisfactory manner.

6.5.3 The Owner may, at its discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved prior to expenditure thereafter supported by proper receipts, invoices or vouchers submitted to the County within thirty (30) days from the date upon which such expenses are incurred.

6.6 Contractor's Operations

6.6.1 With the use of one (1) grader only, the Contractor shall provide the service requested as described in this Contract and the appropriate County policies and procedures, which may include the location and priority of required service(s). Road problems identified by the Contractor will be reported to the Public Works Manager or his designate. Service(s) performed shall comply with the Contract documents.

6.6.2 The Contractor is required to be available for work twelve (12) months of the year, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year.

6.6.3 The Contractor will be required to report to work within three (3) hours of being notified to do so.

6.6.4 During normal operational days, the Grader must begin the Service(s) in the Montagneuse Grader Beat 03 by 7:00 a.m.

6.6.5 The County always reserves the right to utilize other privately owned or County owned equipment for grading within the Contract area to ensure safe and acceptable conditions.

6.6.6 The County reserves the right to require the grader to move from its assigned beat to another location upon direction of the Public Works Manager or his designate. Deadheading in this instance would be paid for as hours worked.

6.6.7 The spreading of spot gravel or re-gravel will be considered as part of the Contractor's normal work.

6.6.8 WINTER: The goal of the Winter Road Maintenance is to have roads initially opened and passable from shoulder to shoulder in a two and one half (2.5) day period and no more than forty (40) working hours. Roads are to be completely cleared of snow and the accumulated snowbanks winged to the ditch bottom within seven (7) days, as required by the Public Works

Manager, or his designate, including the Helping Hands Snow Plow for Seniors and People with Disabilities Program.

- 6.6.9 SUMMER: The Goals of the Summer Road Maintenance is that roads be maintained on an as needed basis and conditions are favourable, to provide a reasonable driving surface.
- 6.6.10 As required throughout the Contract and Tender Documents, the Contractor shall provide equipment noted in the Tender Form. If any equipment is changed from the Contractor's Tender Form, that change must be acceptable to the County's Public Works Manager or his designate, and the Contract will be amended. The Contractor will have his equipment available for inspection by the County Public Works Manager or his designate prior to the commencement of the Service(s). The Contractor is responsible for ensuring that the equipment is properly maintained for the duration of the Contract.
- 6.6.11 The Contractor shall provide skilled, qualified and experienced operators, familiar with the highway traffic movements and laws governing vehicle traffic. Equipment must be parked in such a manner so as not to create a hazard to traffic of impediment to visibility. Contractor operators will always be expected to conduct themselves in a professional and polite manner.
- 6.6.12 The Contractor shall be responsible for the safekeeping and security of the Global Fleet Information (GFI) units once installed in the Contractor's equipment, as required in Contract and Tender Documents. GFI units that have been abused or tampered with will be replaced and/or repaired at the Contractor's expense.
- 6.6.13 The Contractor shall leave utilities undamaged and unaltered.
- 6.6.14 The Contractor shall be in compliance with all applicable policies, laws, bylaws or decrees that are of the area of Service(s), and the Contractor's sole cost and expense and will supply traffic control or appropriate signage, if required or requested by the County.
- 6.6.15 The Contractor will familiarize self with the boundaries as the County is not responsible for trespassing on private property.
- 6.6.16 The Contractor will repair or replace any damage to landowner's fences, if on landowner's property.
- 6.6.17 The Contractor will follow Occupational Health and Safety Act guidelines and shall cause all of its employees and approved subcontractors to be so bound.
- 6.6.18 The Contractor will not be allowed to sublet any of the work without prior approval of the County's Public Works Manager or his designate.
- 6.6.19 The Contractor may accept concurrent contracting retainers from other parties during the term; with prior written approval from the County provided that they do not interfere, in the opinion of the Contractor, acting reasonably within the Service(s) the Contractor is required to perform under this Contract.
- 6.6.20 The Contractor will report on a regular basis, as required by the County, on the Service(s) provided pursuant to this Contract. The Contractor will make available such information, including data and documents, as the County may require from time to time relating to the obligations of the Contractor to allow the County to evaluate the quality and progress of Service(s) provided under this Contract.

6.6.21 Prior to commencing the Service(s) and prior to receiving payment on completion, the Contractor shall provide evidence of compliance with all requirements of the Province of the place of the Service(s) with respect to Worker's Compensation including payment due thereunder. At any time during the Term of this Contract, when requested by the County's representative, the Contractor shall provide such evidence of compliance by himself or any or all his sub-contractors.

6.6.22 The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Contract for a period of one (1) year from the date of termination of this Contract, after which the information and records shall be transferred to the possession of the Owner.

6.7 Performance Bond

6.7.1 In order to secure the performance of the Contractor's obligations as set out herein, the Contractor shall deliver to the Owner a performance bond or such other form of security ("Security") on such terms as for such an amount as may be deemed acceptable to the Contractor, but in event for an amount no less than fifteen thousand dollars (\$15,000.00). The Security shall be delivered to the Owner as per 3.19 in the Tender Documents. The Security will be held by the Owner during the performance of the Contractor's obligations as set out herein. The Security will be returned to the Contractor ninety (90) days after the Owner, acting reasonably, determines that the Contractor has satisfactorily performed all of the obligations as set out herein. Should the Contractor default in the performance of its obligations set out herein, or should the Contract be terminated by the Owner as permitted herein, the Owner will be entitled to draw on, or present demand on the Security for an amount equal to the damages sustained by the Owner as a result of the Contractor's default or the termination of the Contract by the Owner as provided for herein.

6.8 Indemnity and Exemptions

6.8.1 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.

6.8.2 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.

6.9 Insurance

6.9.1 Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force the during the Term the following insurance, all satisfactory and submitted in writing to the County, acting reasonably.

6.9.1.1 Standard automobile, bodily injury and property damage insurance providing coverage of at least \$5,000,000.00 (five million dollars) inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property.

6.9.1.2 A comprehensive general liability insurance policy providing coverage of at least \$5,000,000.00 (five million dollars) inclusive and in respect to or death of any one or more persons or damage to or destruction of property. Coverage to include:

- Non-owned automobiles.
- Independent subcontractors.
- Contractual liability including this Contract.
- Broad form property damage and endorsement; and
- Environmental liability.

6.9.1.3 Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta and shall be in good standing at all times when work is being performed.

6.9.1.4 Employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than \$1,000,000.00 (one million dollars) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Contractor; and

6.9.1.5 The Contractor shall be responsible for providing insurance against loss or damage of his equipment.

6.9.1.6 The Contractor shall extend his own "All Risks" property insurance to cover his legal liability for the property of others in his care, custody or control and shall note the interest of the County applicable.

6.9.1.7 Such other insurance as the County may from time to time reasonably require.

6.9.2 The Contractor shall ensure that all insurance coverage maintained by the Contractor in accordance with this Contract shall name the County and any other party designated by the County as an additional insured, contain 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 thirty (30) days' written notice of such cancellation to the County. The Contractor shall, upon the request of the County, furnish in written documentation, satisfactory to the County, evidencing that they have the required insurance coverage. The Cost of all insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor.

6.10 Taxes

- 6.10.1 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.
- 6.10.2 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.

6.11 Expiration/Termination

- 6.11.1 Failure to provide motorized grading services satisfactory to the County in its sole and unfettered discretion may result in Termination of this Contract. The County's Public Works manager or his designate will determine an acceptable quality of Service(s).
- 6.11.2 This Agreement, and each and every one of the 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 6.5 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 until satisfied in full.
- 6.11.3 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:
- 6.11.3.1 The Contractor corrects the default within the time specified in the notice of Default; or
- 6.11.3.2 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 default acceptable to the County; and
 - The Contractor corrects the default within the time set out in the schedule agreed by the County.
- 6.11.4 In the event that the default is not corrected 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;
- 6.11.4.1 Terminate the Contractor's right to continue with the performance of the Work required by this Contract in whole or in part; or
- 6.11.4.2 Terminate the Contract forthwith; or

- 6.11.4.3 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
- 6.11.4.4 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.
- 6.11.5 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.
- 6.11.6 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.
- 6.11.7 Not so as to limit the generality of the foregoing, the County shall, in its sole discretion, be entitled to terminate this Contract if the Contractor:
 - 6.11.7.1 Should be adjudged bankrupt.
 - 6.11.7.2 Should make a general assignment for the benefit of its Creditors.
 - 6.11.7.3 Should be the subject of an appointment of a Receiver.
 - 6.11.7.4 Should cease to carry on in the ordinary course of business.
 - 6.11.7.5 Should refuse or fail to supply sufficiently properly qualified/skilled workmen.
 - 6.11.7.6 Should fail to make prompt payments to its employees or subcontractors.
 - 6.11.7.7 Should in the opinion of the County persistently disregard instructions from the County.
 - 6.11.7.8 Should otherwise in violation of the provisions of this Contract.
 - 6.11.7.9 Should disregard any laws or ordinances.

6.12 Arbitration

- 6.12.1 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.
- 6.12.2 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 King's Bench of Alberta to select the arbitrator.
- 6.12.3 The arbitrator shall decide which of the parties or the proportion to which both parties are liable for the expense of selecting the arbitrator and all charges, fees and expenses of the arbitrator.
- 6.12.4 The foregoing shall not authorize 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.

6.13 Freedom of Information and Protection Privacy Act

- 6.13.1 The Contractor acknowledges that the information and records compiled or created under this Contract, which are in the custody of the Owner, are subject to the *Freedom of Information and Protection or Privacy Act*, RSA 2000, Chapter M25. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the Owner within five (5) calendar days of official notification by the Contractor.

6.14 GENERAL

- 6.14.1 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 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:

if to the Owner:

CLEAR HILLS COUNTY
Box 240
Worsley, Alberta
T0H 3W0

ATTENTION: 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.

- 6.14.2 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.
- 6.14.3 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.
- 6.14.4 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.
- 6.14.5 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.
- 6.14.6 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.
- 6.14.7 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 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.
- 6.14.8 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:

Witness:

Date Signed:

CLEAR HILLS COUNTY

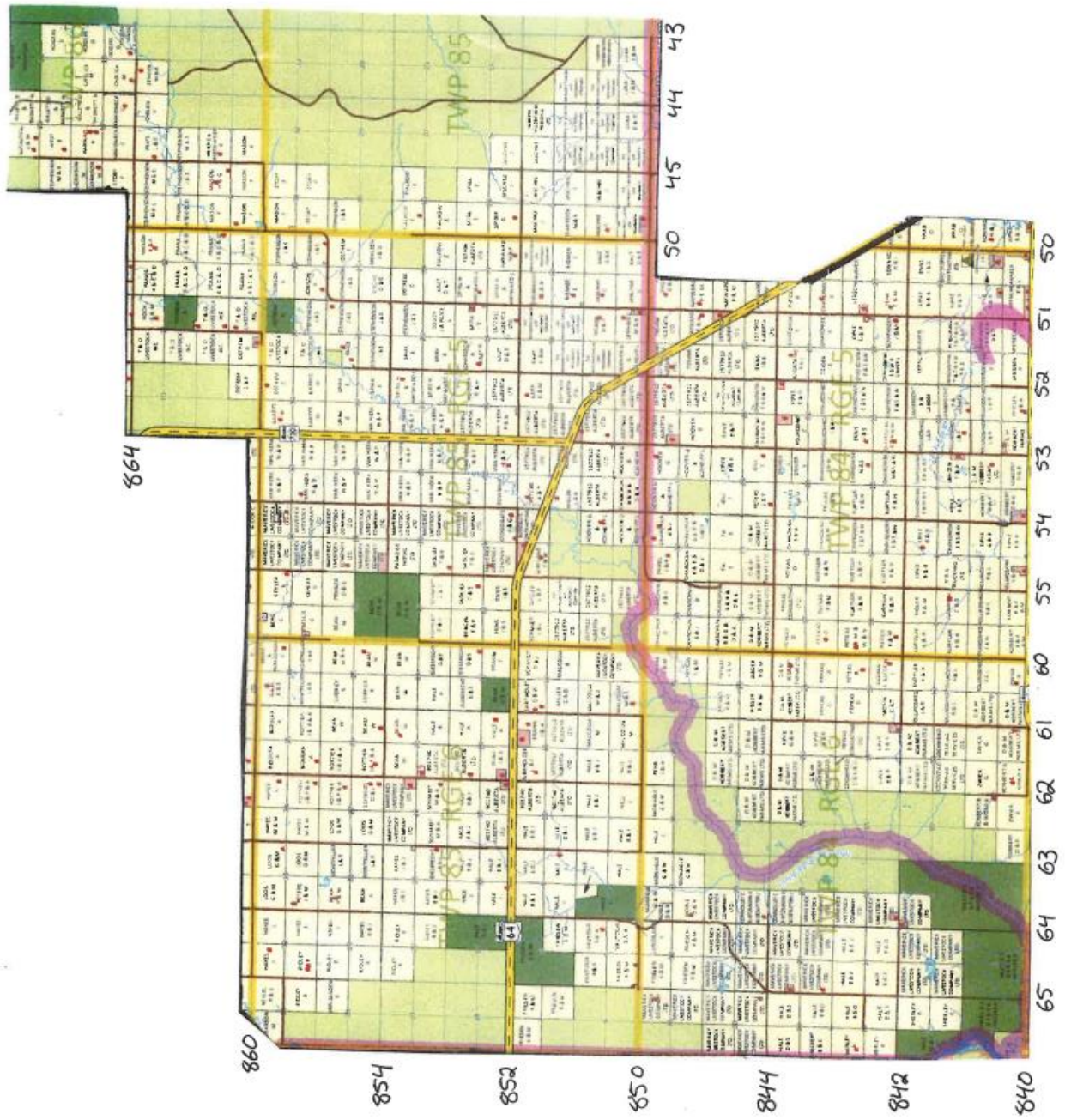
Per:

Per:

Witness:

Date Signed:

7.0 Montagneuse Grader Beat 03 Map



Montagneuse GB03

8.0 Clear Hills County Policies and Procedures

- 8.1 Policy 3216 Gravel Road Maintenance
Procedure 3216-01
- 8.2 Policy 3220 Community Facility Grader Service
Procedure 3220-01
- 8.3 Policy 3223 Driveway Snowplowing
Procedure 3223-01
- 8.4 Policy 3236 Senior's Summer Driveway Grading
Procedure 3236-01
- 8.5 Policy 1221 Tendering and Purchasing



Clear Hills County

Effective Date: **May 22, 2007**

Policy Number: **3216**

Title: **GRAVEL ROAD MAINTENANCE POLICY**

1. Policy Statement

- 1.1. Clear Hills County will establish guidelines and procedures for a uniform Gravel Surface Maintenance Program for gravel roadways.

2. General

- 2.1. The intent of this policy is to provide basic direction for grader contractors and operators with regard to gravel road maintenance procedures.
- 2.2. Roads to be inspected as follows and any work done if required.

Class of Roads	Grading Frequency
Market Roads	Once weekly (if required)
Local Roads	Once weekly (if required)
Residential, Farmland, and Land Access Roads	Once every 3-4 weeks (as required)
Recreational, and Forestry Roads	On an "as required basis"

3. End of Policy

ADOPTED

Resolution #C190-03

Date: March 25, 2003

AMENDED

Resolution #C876-03

Date: November 25, 2003

AMENDED

Resolution #C359(5/22/07)

Date: May 22, 2007



Clear Hills County

	Procedure Number 3216-01
Title: ROAD MAINTENANCE	

P

1. ROAD MAINTENANCE

R

1.1. Gravel Surface Maintenance – Summer Grading

1.1.1. The Public Works Department shall direct the grader contractors in the gravel road maintenance operations, as follows.

O

- The goal of road maintenance is to achieve a standard that provides for a smooth driving surface, eliminating potholes, washboards and ruts. The finished surface shall be left free of ridges and other material, which may be hazardous to traffic.
- To establish the rate of blading to maintain the required level of service. Traffic volumes, weather and general road conditions will all have to be considered in setting routes.
- The Contractor shall make every effort to maintain the roadway surface and minimize the loss of gravel.
- Maintenance is to be performed in a manner that is efficient, minimizes backtracking or excessive travel time.

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1.2. Gravel Surface Maintenance – Winter

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1.2.1. The Public Works Department shall direct the grader contractors and the winter road maintenance procedures, as follows:

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- The goal of winter road maintenance is to achieve a standard that provides a smooth and safe surface, from shoulder to shoulder, whenever possible. Roads are to be kept free of casual snow accumulation. It is understood that a "snow-pack" driving surface will be the standard for winter conditions. However, grader operators are to expose gravel where possible during snow removal activities with the use of *scarifying* tip attachments. Caution should be taken to limit gravel loss during this process.
- Initial snowplowing is to be done in the most efficient and timely manner possible.

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1.3. Snow fall

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1.3.1. It is the intent of the Public Works Department to have the County Roads clear of snow, from shoulder to shoulder, as soon as possible after each snowfall.

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- If it is apparent that falling snow will be limited to only a few centimeters, then snow removal shall wait until the snow has stopped accumulating prior to removal. If it is apparent that there will be a larger accumulation, and/or winds/drifts, then snow removal activities shall commence sooner, at the Public Works Department's discretion.
- In the event of heavy/ongoing snow or heavy winds, Public Works Department may direct snowplow activity into areas of concern.
- If necessary, Public Works Department may ask that the snowplows open roads in a timely fashion.
 - If and when conditions allow, snowplows will make a second pass.
- Once the roads have been cleared of snow, all snow banks and side slopes must be winged back, exposing as much of the shoulder and slope as possible. Scarifying may be done at the same time to assist in exposing gravel.
- Senior driveway snowplowing will commence after all roads are clear and conditions allow.

1.4. General

- 1.4.1. Land access roads are to be plowed when deemed necessary by the Public Works Department, at a landowners request where reasonable, and /or as time permits.

1.5. Ice

- 1.5.1. The goal is to minimize icy surfaces within the general driving area of the roadway and intersections.
- 1.5.2. Icy or slippery road conditions will be treated with graders equipped with scarifying ice tips/blades as required.

1.6. Safety

- 1.6.1. Motor graders and operators must be equipped with the appropriate safety equipment and must adhere to the Clear Hills County Safety Policy.

2. End of Procedure

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Clear Hills County

Effective Date: **February 11, 2025**

Policy Number: **3220**

Title: **COMMUNITY FACILITY GRADER SERVICE POLICY**

1. Policy Statement

- 1.1. Clear Hills County will provide once per annum grading services to local recreation / community facilities.
- 1.2. Community recreation organizations operating facilities within Clear Hills County may request grading services, free of charge, once per annum.
- 1.3. Clear Hills County will remove snow to local recreation/community facilities as needed at the discretion of the Public Works Manager or his representative when time permits.
- 1.4. Registered Cemetery Operators in Clear Hills County may request free snow removal services for the access road or approach leading up to the cemetery gate or boundary. This service assists with parking outside the cemetery request are as needed at the discretion of the Public Works Manager or his representative when time permits.

2. End of Policy

ADOPTED

Resolution #C190-03 Date: March 25, 2003

AMENDED

Resolution #C876-03 Date: November 25, 2003

AMENDED

Resolution #C081 Date: January 26, 2010

AMENDED

Resolution #C76-25 Date: February 11, 2025



Clear Hills County

Effective Date:	Procedure Number 3220-01
Title: COMMUNITY FACILITY GRADER SERVICE POLICY	

1. COMMUNITY FACILITY GRADER SERVICE POLICY

- 1.1. Requests for grading services must be requested by a member of the organization..
- 1.3. Grading service will be provided at the convenience of the County.
- 1.4. The County will not assume any liability for any damages to property or contents that may occur during the provision of this service.

2. End of Procedure

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Clear Hills County

Effective Date: **October 24, 2017**

Policy Number: **3223**

Title: **DRIVEWAY SNOWPLOWING**

1. Policy Statement

- 1.1. Clear Hills County offers to snowplow private driveways for senior citizens, surviving spouse, disabled persons and full time school bus drivers as County operations permit, at no charge.
- 1.2. Service is limited to qualified residents living at the specified location.
- 1.3. Clear Hills County does not provide driveway snowplowing services for non-senior citizens, non-special needs persons or non-school bus drivers as it is our belief that the private sector can provide this service in an economical and efficient manner and that the County does not want to compete with the private sector.

2. Definitions

- 2.1 Senior Citizen means person 65 years of age and over. In the event of the senior's death, the driveway of the surviving spouse will continue to be snow plowed.
- 2.2 Special Needs Person means person in possession of a provincial handicap sticker.
- 2.3 School Bus Drivers means persons who are full time employees transporting students to school.

3. Responsibilities

- 3.1 All seniors, special needs persons and full time school bus drivers receiving snowplowing services are required to sign a waiver protecting Clear Hills County, as attached to this procedure, forming Schedule A.
- 3.2 The snow plowing agreements are available at the County office.
- 3.3 Snowplowing of private driveways shall be completed subject to the conditions set forth in Schedule A. In the event that the Public Works Superintendent determines that a driveway is impassable as indicated in Schedule A the landowner will be notified that the driveway cannot be plowed.
- 3.4 The County will provide the Grader Contractors with a list of locations from each completed Waiver (Schedule A) for those that fall within the Contractors' maintenance area.

4. Principles

- 4.1 Private driveway snowplowing will apply to County senior citizens, special needs

persons, and full time bus drivers only.

4.2 All senior citizens, special needs persons and full time school bus drivers who have not previously signed a Snowplowing Waiver requesting snowplowing services are required to sign a Snowplowing Waiver protecting Clear Hills County.

4.2.1 If a citizen turns 65 after November 1st and prior to March 31st of the same year, they may sign up prior to the November 1st to receive the service.

4.3 All senior citizens requesting snowplowing services are required to provide proof of age and special needs persons are required to provide a provincial handicap sticker.

4.4 Full time school bus drivers are required to provide proof of full time employment, annually.

5. End of Policy

ADOPTED

Resolution #C190-03

Date: March 25, 2003

AMENDED

Resolution #C876-03

Date: November 25, 2003

AMENDED

Resolution #C796-04

Date: August 24, 2004

AMENDED

Resolution #C046

Date: January 23, 2007

AMENDED

Resolution #C080

Date: January 26, 2010

AMENDED

Resolution #C152

Date: March 13, 2012

AMENDED

Resolution #C187

Date: March 27, 2012

AMENDED

Resolution # C778

Date: November 27, 2012

Resolution # C491

Date: October 13, 2015

Resolution # C561

Date: October 27, 2015

Resolution # C572

Date: October 24, 2017



Clear Hills County

Effective Date:
January 23, 2007

Procedure Number
3223-01

Title: Driveway Snowplowing Procedures

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1. Driveway Snowplowing Procedures

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1.1. The Public Works Superintendent may inspect each driveway for which a signed Driveway Snowplowing Waiver (Schedule A) has been received.

1.2. The County will provide grader beat Contractors with a list of approved private driveway snowplowing locations.

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1.3. In order for the County to offer its snowplowing of private driveway service to senior citizens and disabled persons, some restrictions have been imposed. The grader contractors will NOT do the following:

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1.3.1. Plow driveways less than 16 feet wide with insufficient room to pile snow or which are obstructed by trees, fences, slopes, etc.

1.3.2. Open gates;

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1.3.3. Maintain texas gates or other types of cattle guards;

1.3.4. Grade areas that are obstructed by overhanging trees or other barriers;

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1.3.5. Grade feedlots, haystacks, silos, grain bins, or yards with the exception of consideration under extenuating circumstances.

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2. End of Procedure

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Clear Hills County

Effective Date: June 12, 2018	Policy Number: 3236
Title: SENIORS SUMMER DRIVEWAY GRADING	

1. Policy Statement

- 1.1 Clear Hills County offers to grade driveways for senior citizens and/or surviving spouse, as county operations permit, at no charge once per summer season.
- 1.2 Clear Hills County does not provide driveway grading services for non-senior citizens as it is our belief that the private sector can provide this service in an economical and efficient manner and that the County does not want to compete with the private sector.

2. Definitions

- 2.1 Senior Citizen means person 65 years of age and over.

3. Responsibilities

- 3.1 All senior citizens receiving driveway grading services are required to sign a waiver protecting Clear Hills County, as attached to this policy, forming Schedule A.
- 3.2 Agreements are available at the County office.
- 3.3 Grading of private driveways shall be completed subject to the conditions set forth in Schedule A. In the event that the Public Works Manager determines that a driveway is impassable as indicated in Schedule A the landowner will be notified that the driveway cannot be graded.
- 3.4 The County will provide the Grader Contractors with a list of locations from each completed Waiver (Schedule A).

4. Principles

- 4.1 Private driveway grading will apply to County senior citizens or surviving spouse only.
- 4.2 All senior citizens who have not previously signed a Senior Citizen Summer Driveway Grading Waiver requesting driveway grading services are required to

sign a Waiver, protecting Clear Hills County, to receive the service.

- 4.3 All senior citizens requesting grading services are required to provide proof of age.

5. End of Policy

ADOPTED

Resolution # C551

Date: July 28, 2009

Resolution # C352

Date: April 27, 2010

Resolution # C309

Date: June 12, 2018



Clear Hills County

Effective Date: April 27, 2010	Procedure Number 3236-01
Title: Senior's Summer Driveway Grading	

1. Senior's Summer Driveway Grading

- 1.1. The Public Works Manager may inspect each driveway for which a signed Senior's Summer Driveway Grading Waiver (Schedule A) has been received.
- 1.2. The County will provide grader beat Contractors with a list of approved private driveway grading locations and copies of any completed Schedule B (diagrams) for the locations that are within their maintenance area.
- 1.3. In order for the County to offer its Senior's Summer Driveway Grading program service to seniors, some restrictions have been imposed. The grader contractors will NOT do the following:
 - 1.3.1. Grade driveways less than 16 feet wide with insufficient room or which are obstructed by trees, fences, slopes, etc.
 - 1.3.2. Open gates;
 - 1.3.3. Maintain texas gates or other types of cattle guards;
 - 1.3.4. Grade areas that are obstructed by overhanging trees or other barriers;
 - 1.3.5. Grade feedlots, haystacks, silos, grain bins, or yards with the exception of consideration under extenuating circumstances.

2. End of Procedure

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Clear Hills County

Effective Date: **February 11, 2025**

Policy Number: **1221**

Title: **TENDERING AND PURCHASING**

1. Policy Statement

Clear Hills County will provide guidelines for the tendering and purchasing of goods and services.

2. Definitions

Bidder: means a person, groups of persons, corporation or agency that submits a bid for the supply of goods and/or services to the County.

Local Supplier: means a business located within the boundaries of Clear Hills County.

Local Contractor: a local contractor within the boundaries of Clear Hills County registered with the Clear Hills County equipment registry

3. Responsibilities

Chief Administrative Officer to:

- 3.1.1. Provide forms and procedures to support the implementation of this policy.

Corporate Services Manager to:

- 3.1.2. Provide procedures for the recording of purchases into inventory.
- 3.1.3. Provide procedures for the processing of invoices and statements.

Managers and Coordinators to:

- 3.1.4. Ensure that all tendering and purchasing complies with this policy.

4. Location of Source

All things being equal first preferences will be given to local contractors within the boundaries of Clear Hills County registered with the Clear Hills County Equipment Registry.

Second priority will be given to contractors registered outside the Clear Hills County boundaries and registered with the Clear Hills County Equipment Registry.

Where other factors are equal, the source of goods or services shall be:

- 1st Local suppliers
- 2nd Village of Hines Creek
- 3rd Locations within 200 km of the County
- 4th Alberta
- 5th Canada
- 6th Elsewhere

5. Tendering

Tenders shall be requested from not less than the number of sources listed below:

- 5.1.1. Up to \$5,000 no quotations are required.
- 5.1.2. Over \$5,000 and up to \$10,000, three (3) quotations shall be obtained by phone, internet Website, or catalogue prices, and recorded on the form provided.
- 5.1.3. Over \$10,000, three (3) quotations by sealed tender shall be obtained and recorded on the form provided.
- 5.1.4. \$75,000 and over must follow the New West Partnership Trade Agreement (NWPTA) procurement rules.

Where tenders or quotes are received that do not comply with Section 5.1, or where three (3) tenders cannot be obtained, the tenders received will be accepted provided that:

- 5.1.5. Tenders have been requested from all local suppliers of the goods or services requested,
- 5.1.6. Tenders received are believed to reflect a fair market price based on the conditions of the request for tenders, and
- 5.1.7. The successful bidder is capable of providing the goods or services as per the conditions of the request for tender.

Where the nature of the services requested does not provide the competition necessary for the tendering process, Council may by resolution, or the Chief Administrative Officer in writing, provide for special tendering and award processes. Examples of this are invitational tenders and legal, architectural, and engineering services and accommodations.

Standing quotations may be obtained and used to satisfy the requirements in 5.1 for the time period the vendor agrees to honour the quotation.

6. Request for Tender Process

Sealed tenders shall be processed in the following manner:

- 6.1.1. When sealed tenders are received, each tender must be time

and date stamped and initialled upon receipt. Sealed tenders will be received clearly marked, for the specified project prior to the designated tender opening.

- 6.1.2. The sealed tender will be considered invalid if opened prior to the public opening, or if the contents are disclosed to any County staff member prior to the public opening. Faxes or e-mails will not be considered.
- 6.1.3. The tender opening shall be open to the public during a Council meeting and be held at the Clear Hills County Office.
- 6.1.4. A summary of the tender opening shall be prepared and retained in the County filing system.
- 6.1.5. Awarding of tenders will be accordance with Section 10 Authority to purchase below.

Withdrawal of a sealed or written tender will only be accepted prior to tender opening. The request to withdraw the tender must be received in writing.

An award of hourly or unit billed services shall be based on requesting service from the most favourable bid to the County that was submitted and accepted. If that bidder is not available in the time specified in tender conditions, then the service shall be requested from the second most favourable bid, then the third most favourable bid, etc. Location and travel costs will be considered when hiring equipment.

Where quotations are obtained by phone information regarding the time and date of each call, the person spoken to, price offered, and any terms stated shall be recorded and retained on file.

7. Information to Bidder

Each request for a sealed tender shall provide a clearly defined description of the goods or services required by the County and shall include a statement that the terms of this policy shall apply to each bid.

If additional information is developed during the request for sealed or written tenders, due to meetings, questions raised, or changes in specifications, this information shall be forwarded in writing to all bidders.

Where telephone quotations or written quotes are requested, staff shall ensure that the same information and deadline is given to each person quoting.

Information received from any bidder shall not be revealed to other bidders until the tender deadline has passed.

One contractor will not be awarded more than three (3) grader beat contracts.

8. Security and Bonding

If a bid deposit is required, a letter of credit, or a certified cheque, payable to Clear Hills County, in the amount specified in the tender request, shall be submitted with the tender and will be returned to unsuccessful bidders by ordinary mail within 30 days after award of tender.

A bid deposit will be forfeited to Clear Hills County if the successful bidder fails to accept the award of tender within 15 days after award of tender, unless otherwise specified in the tender document.

When Security is required, the successful bidder shall submit to the County, within the time specified, the documentation required in 8.1, prior to work commencing. The Security will be forfeited to the County if the successful bidder fails to comply with the terms and conditions of the award. The County will retain Security until such time as the project is completed to the satisfaction of the contract.

When required by the terms of the award of tender, an insurance certificate evidencing required insurance coverage, and if required naming the County as an additional insured, shall be submitted within the time specified.

9. Tender Opening over \$10,000.

9.1 Tenders shall be opened during a Regular Council Meeting and the Bidder name(s) and total tender cost from the Tender Form will be announced and recorded.

9.2 For multi-year grader beat tenders, each bid year hourly rate, shall be announced and recorded from the Tender Form.

10. Analysis of Tenders

Analysis of tenders over \$10,000 shall be completed by the originator of the tender.

The following factors, presented without any priority, shall be used to evaluate all bids received, unless otherwise specified in the tender document;

- 10.1.1. **Price**, based on the same Freight on Board, (FOB) location, same currency including goods and services tax, and with discounts applied.
- 10.1.2. **Record** of a bidder's previous performance on quality, experience, service, and delivery.
- 10.1.3. **Ability** of the bidder to meet the requirements of the tender regarding quality, specifications, delivery, and service.
- 10.1.4. **Standardization** of goods to reduce inventory and future costs.
- 10.1.5. **Bulk Purchasing**, through larger quantities, cumulative quantities, or bulk packaging.
- 10.1.6. **Life Cycle Costs** of goods or services.

Use of products that contain recycled material, are recyclable or reusable is

encouraged.

The County reserves the right to reject any and all tenders for any cause, to award tenders based on conditions other than price, or to reject all tenders without cause.

Clear Hills County shall not accept tenders, quotations, or the supply of services from contractors or suppliers of services who have initiated litigation against the County, for a period of one year after the litigation is resolved.

11. Authority to Purchase

Authority to award tenders, subject to funding being previously approved within the budget, shall be set as follows;

- 11.1.1. Up to \$10,000, any Manager level position,
- 11.1.2. \$10,001 to \$25,000, Chief Administrative Officer, and
- 11.1.3. \$25,001 and up, by Council resolution and the signature of the Chief Administrative Officer and the Reeve or other appointed signing authority.

Employees are only authorized to spend within their departments approved annual budget.

12. Purchase Orders

Purchase orders shall be issued for all purchases greater than \$5,000 except where letters of agreement or contracts exist. Chief Administrative Officer or Manager must forward purchase order and copies of tender documents and the successful bid to the Corporate Services Manager.

Where a purchase consists of a periodic rental or lease, the purchase order/agreement shall be reviewed and initialled as required to authorize continuance of the rental or lease.

In an emergency situation, defined by the Chief Administrative Officer or the Director of Emergency Management, authority is granted to spend up to \$50,000 without the need to tender on the sole authority of the Chief Administrative Officer or the Director of Emergency Management. During the emergency, spending in excess of \$50,000 is to be approved by Reeve or Deputy Reeve, or in absence of both, any Councillor, and the Chief Administrative Officer or Director of Emergency Management without the need to tender.

13. Contingency Allowances

Contingency allowances may only be spent to meet the costs of unexpected site conditions, which prevent the contractor from meeting the project specifications approved by Council.

Contingency allowances and unspent project funds may only be applied to changes in project specifications approved by resolution of Council.

End of Policy

ADOPTED: Resolution #C194-03 Date: March 25, 2003

AMENDED: Resolution #C379-03 Date: May 27, 2003
Resolution #C876-03 Date: November 25, 2003
Resolution #C244-04 Date: March 23, 2004
Resolution #C557-04 Date: June 22, 2004
Resolution #C388(05/10/05) Date: May 10, 2005
Resolution #C213(04/10/07) Date: April 10, 2007
Resolution #C419(05/26/09) Dated May 26, 2009
Resolution #C159(02/22/11) Dated: February 22, 2011
Resolution #C245(03/29/11) Dated: March 29, 2011
Resolution #C528(09/10/13) Dated: September 10, 2013
Resolution C262(04/22/14) Dated: April 22, 2014
Resolution C435(09/13/22) Dated: September 13, 2022
Resolution C73 (02/11/25) Dated: February 11, 2025