



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

REQUEST FOR TENDER

DESCRIPTION:

Cleardale Snow Removal

REFERENCE #: 2022-17

Proposal Closing Time:
October 17, 2022
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 proposal, 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.

The Service(s) shall involve the service of snow removal in the Hamlet of Cleardale. This will include the snow removal from the identified areas as outlined throughout the Tender Documents.

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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the County for a period of thirty (30) days following the end of the day the Tender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 Tender Terminology

- 1.1.1 Terminology used throughout the RFT is defined in the Terms and Conditions of the Contract.

1.2 Inquiries

- 1.2.1 Refer all Tender inquiries to Terry Shewchuk, Public Works Manager, at 780-685-3925 ext. 119 or by email to terry@clearhillscounty.ab.ca
- 1.2.2 Indicate Tender # and project description on all correspondence.
 - 1.2.2.1 **Request for Tender #: 2022-17**

Description: Snow and Ice Removal

1.3 Tender Return

- 1.3.1 Tenders will be received at Clear Hills County office no later than 4:00 p.m., local time, on October 17, 2022. Tender submissions shall be sealed and enclosed in envelopes marked with the RFT number and addressed to:
 - Clear Hills County
 - 313 Alberta Ave
 - PO Box 240
 - Worsley, AB T0H 3W0
 - Attn: Terry Shewchuk, Public Works Manager
- 1.3.2 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.

- 1.3.3 Each Tender shall be addressed to Clear Hills County in a sealed envelope clearly marked with Organization's name, address and Tender number.
- 1.3.4 Clear Hills County is not responsible for the timeliness of documents delivered to the County.

1.4 RFT Schedule of Events

- 1.4.1 RFT Issue Date: September 28, 2022
- 1.4.2 RFT Closing Date: October 17, 2022
- 1.4.3 Closing Time: 4:00 p.m. Local Time
- 1.4.4 Opening of Tenders: October 18, 2022

2.0 Scope of Work

2.1 Project Overview

- 2.1.1 Clear Hills County (the "County") is seeking tenders for snow removal within the Hamlet of Cleardale.

2.2 Term

- 2.2.1 The Term of this agreement shall be for a period of one (1) year commencing on November 1, 2022, and expiring October 31, 2023.

2.3 Project Deliverables

- 2.3.1 Work performed under this this agreement shall take place within the limits for working hours set down in the Federal and Provincial Legislation or Regulations.
- 2.3.2 The Contractor shall provide the service of snowplowing when snow has reached a depth of one inch or as requested by the Public Works Manager or his representative.
 - 2.3.2.1 The Contractor shall not leave windrows of snow at private driveways, sidewalk crossings and fire hydrants.
 - 2.3.2.2 Snow removal from the entrance and roadway for access to the ambulance shed will be included.
 - 2.3.2.3 The Lagoon Road and Truck Parking Lot will be snowplowed as directed by the Public Works Manager or his representative.
 - 2.3.2.4 Snow piled in windrows shall be removed at the discretion of the Public Works Manager or his representative to address intersection safety and drainage concerns.
 - 2.3.2.5 The Contractor will endeavor to minimize the height of the snow banks at the intersections for safety reasons.
 - 2.3.2.6 Snow removal of Highway Drive, Cleardale Crescent, Poplar Drive, Cleardale Water Plant, Cleardale Co-operative Store on Highway Drive and the Seniors Housing and any senior driveways listed will be provided by the Public Works Manager or his designate. A map of Cleardale is attached for your reference.
- 2.3.3 The Contractor is required to be available for work whenever requested by the Public Works Manager or his representative, including weekends and statutory holidays. He will be expected to commence operations within four hours of being contacted by the Public Works Manager or his representative.

- 2.3.4 The Hours to be paid will be those hours in which the Contractor's equipment is actually employed in the activity of snowplowing. Hours resulting from transportation, breakdown and other activities such as meal breaks, refueling, etc. are not to be charged to Clear Hills County.
- 2.3.5 The Contractor will not be allowed to sublet any Work without the prior written approval of the Public Works Manager or his representative.
- 2.3.6 Clear Hills County will provide a GFI system to the Contractor and it is the responsibility of the Contractor to hard wire install into the equipment.

2.4 Equipment

- 2.4.1 The Contractor's equipment must meet the following minimum requirements:
 - 2.4.1.1 All safety regulations under the Worker's Compensation and Occupational Health and Safety Act.
 - 2.4.1.2 To be equipped with adequate headlights.
 - 2.4.1.3 Be equipped with a rotating amber light on top of the canopy.
 - 2.4.1.4 Minimum 90hp.
 - 2.4.1.5 Minimum 10 foot 4 way blade.

3.0 Instructions to Bidders

3.1 Background

- 3.1.1 Clear Hills County (the “County”) is seeking Tenders for snow removal in the Hamlet of Cleardale.
- 3.1.2 The County will receive sealed Tenders until 4:00 p.m., local time, on October 17, 2022 (“Tender Closing”). Faxed or emailed tenders will not be accepted and will be returned to the Bidder.
- 3.1.3 Scope of work is subject to additions and deletions.

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
780-685-3925

- 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, and include attachments if requested on the Tender Form, which forms part of the Tender Documents with the blank spaces filled in. The Tender Sum 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 Sum”). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.3.2 Bidders must submit their Tenders printed in ink or typed on the form provided. Unit prices and extensions must be supplied by the Bidder for each work item. The extensions must be totaled in the appropriate locations on the form.
- 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 actually 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 Bidders submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.

3.8.2 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.

3.8.3 Tenders shall be properly executed in full compliance with the following requirements:

3.8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and

3.8.3.2 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;

3.8.3.3 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;

3.8.3.4 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 or

3.8.3.5 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.

3.8.4 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.

3.9 Insurance

3.9.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place, or if the required insurance is not in place, 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 if the Bidder is the Successful Bidder.

- 3.9.2 The Successful Bidder shall be required to secure and maintain at its own expense the insurance provided for the Contract.
- 3.9.3 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.
- 3.9.4 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.
- 3.9.5 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.
- 3.9.6 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.
- 3.9.6.1 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.
- 3.9.6.2 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.
- 3.9.7 Current Workers Compensation coverage is required for the Successful Bidder.

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 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 uncertainties of seasonal weather and all other physical 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 work required to execute and complete the work; and
- 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 Work. The County is not responsible for undertaking any investigations to assist the Bidder. Any

information, plans, drawings or existing equipment of the facilities, photos of the original construction, reports 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 the County’s consultant, 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’s obligation to become familiar with the information in Article 3.10.2 is not lessened or discharged by reason of any technical reports, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the County nor the County’s Consultants, if any, accept or assume any responsibility for the contents or accuracy of such technical reports and the Bidder agrees that the County, the County’s Consultants, if any, and their representatives shall not be liable in any way to the Bidder in respect of such technical reports. The Bidder further agrees that is 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 Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.
- 3.11.2 Any tax rebates that apply under current legislation will be claimed by and will be accrue to the benefit of the County.

3.12 Communication System and Global Fleet Information (GFI)

- 3.12.1 The equipment must be equipped with the following communication system compatible with Clear Hills County equipment. The installation and/or rental fees will be the responsibility of the Successful Bidder. Minimum requirements are:
- 3.12.1.1 Operational cell phone.
- 3.12.1.2 Operational GFI unit, supplied by the County, hard wired no temporary installations will be accepted, and must be installed and maintained by the Successful Bidder, GFI to be functioning during the service(s) being completed by the County.

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.

3.14 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”); and

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 of its employees, directors, proprietors, partners and employees.

3.15 Registration

3.15.1 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.

3.16 Tender Exceeding Budget

3.16.1 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.

3.16.2 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.

3.16.3 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.

3.16.4 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:

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

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

3.16.4.3 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.

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

3.17.1 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.

3.18 Acceptance or Rejection of Tenders

3.18.1 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;

3.18.2 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.

3.19 Law and Forum Tender

3.19.1 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.

3.20 Acceptance Period

3.20.1 The Tender shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Tender, namely, thirty (30) 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 Grantor acknowledges that these Instructions to Bidders has been read, understood and agreed upon.

Contractor

Witness

Date

Clear Hills County

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)
Total Contract Price	30 points
Location of Contractor in proximity to work area	25 points
Experience	20 points
Equipment	25 Points
Score of Percentage	100 Points

5.0 Tender Form

Tender: The Service(s) shall involve the snow removal in the Hamlet of Cleardale.

Submit tender on an hourly rate for snow clearing as set out in the Tender Documents.

Owner's Name: _____

Company Name: _____

Address: _____

Phone Number: _____ **Fax:** _____

Insurance Company: _____

Policy Number: _____

Expiry Date: _____

WCB Number: _____

GST Number: _____

Operator: _____

Description of Equipment and all necessary attachments being provided:

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.

Rate Per Hour	One (1) Year: _____
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Equipment List:

Year: _____

Make: _____

Model: _____

Options/Attachments: _____

Snow and Ice Removal Experience:

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 requirements may result in the additional pages being rejected by the County.

Declarations:

- a. This Tender Submission is governed by the terms and conditions of the Tender Documents.
- b. It agrees to perform the Construction in compliance with the County's required completion schedule as stated in the Tender Documents.
- c. No person, firm or corporation other than the undersigned has any interest in this Tender or in the 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/Bidder: _____

Complete Address: _____

Phone Number(s): _____

(Apply Seal)

Fax: _____

Email: _____

Signature: _____

Name & Title: _____

Dated at _____ **this** _____ **day of** _____, **2022.**



DRAFT CONTRACT

DESCRIPTION:

Cleardale Snow Removal

REFERENCE #: 2022-17

THIS AGREEMENT MADE to be effective the ___ day of _____, 2022.

BETWEEN:

CONTRACTOR
(the "Contractor")

And

Clear Hills County
(the "Owner")

Cleardale Snow Removal

WHEREAS:

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

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

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 service shall involve snow removal in the Hamlet of Cleardale as specified in the Tender 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.
- 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, 2022 and expiring October 31, 2023.

6.4 Contract Price

- 6.4.1 In consideration of the Service(s) and the granting of all other rights and privileges under this Agreement, the Owner shall pay the Contractor, or its assignee, the CONTRACT price for,

- One (1) year: _____ per hour as specified in the
- 6.4.2 Invoices must be forwarded to the County office within a minimum of thirty (30) days of work being performed. Invoices will indicate the following:
- Date, worked, start and stop time, total daily hours
 - Location of work performed
 - Signature and name of the equipment operator
- 6.4.3 Invoices will be processed and payment mailed within thirty (30) days of receipt.
- 6.4.4 Invoices received without all required information may be returned to the Contractor for completion and may result in payment delays.
- 6.4.5 Global Fleet Information (GFI) generated reports and maps will be used to assist with quality of control, and performance evaluation will be used as the basis of payment.
- 6.4.6 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.

6.5 Owner's Operations

- 6.5.1 Monitoring of the Services, 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 Initiate the four (4) hour call out when deemed necessary.

6.6 Contractor's Operations

- 6.6.1 That the Contractor will provide the Service(s) to the County service required for the removal of snow in designated areas in the Hamlet of Cleardale as outlined in Tender Documents.
- 6.6.2 That the Contractor is required to be available for work whenever requested by the Public Works Manager, or his designate, including weekends and statutory holidays. The Contractor will be expected to commence operations within 4 (four) hours when called out by the Public Works Manager, or his designate, if required.
- 6.6.3 That the Contractor is solely dedicated to the County until the Public Works Manager, or his designate, authorizes the release of the Service(s) during the initiation of a call out.
- 6.6.4 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.
- 6.6.5 That 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 the Tender Documents. GFI units that have abused or tampered with will be replaced and/or repaired at the Contractor's expense.
- 6.6.6 That the Contractor shall provide skilled and experienced operators.
- 6.6.7 That the Contractor will follow Occupational Health and Safety Guidelines.

6.7 Reclamation and Restoration

- 6.7.1 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.
- 6.7.2 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 Section 6.7.1 hereof. This Section 6.7.2 shall survive the expiry of this Agreement.

6.8 Indemnity and Exemptions

- 6.8.1 The parties hereto agree to indemnify and save harmless each other of and from any and all loss and damage and all fines, costs, suits, claims, demands and actions of any kind or nature for which the non-defaulting party shall or may become liable or incur or suffer by reason of any breach, violation and non-performance by the defaulting party of any warranty, covenant or agreement contained within this Agreement, or by reason of any injury occasioned to or suffered by any person or damage to any property as a result of any wrongful act, neglect or default on the part of the defaulting party or any of its employees, agents or servants.
- 6.8.2 The obligation to indemnify each other contained within Section 6.8.1 of this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full.
- 6.8.3 Notwithstanding anything contained within this Agreement, the Grantee shall not be responsible for the repair or restoration of any loss, damage or injury to the areas of Service(s).
- 6.8.4 Notwithstanding anything contained within this Agreement, the Grantee shall not be responsible for any loss, damage, or expense caused by the Grantor by reason of the death of or injury to any livestock or animals of any kind at any time upon the areas of Service(s).
- 6.8.5 The Grantee shall not be responsible to the Grantor or its agents or servants, for any loss to the Grantor or its agents or servants by reason of the death, injury or damage to their persons or property which may occur while the Grantor is exercising its operations pursuant to this Agreement.

6.9 Insurance

- 6.9.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place, or if the required insurance is not in place, 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 if the Bidder is the Successful Bidder.
- 6.9.2 The Successful Bidder shall be required to secure and maintain at its own expense the insurance provided for the Contract.
- 6.9.3 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.
- 6.9.4 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.

- 6.9.5 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.
- 6.9.6 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.
- 6.9.6.1 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.
- 6.9.6.2 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.
- 6.9.7 Current Workers Compensation coverage is required for the Successful Bidder.

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 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:
- 6.11.1.1 The Contractor corrects the default within the time specified in the notice of Default; or
- 6.11.1.2 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
- 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.

- 6.11.1.3 In the event that the default is not corrected in accordance with Section 6.11.1.2 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;
 - 6.11.1.4 Terminate the Contractor's right to continue with the performance of the Work required by this Contract in whole or in part; or
 - 6.11.1.5 Terminate the Contract forthwith; or
 - 6.11.1.6 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
 - 6.11.1.7 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.
- 6.11.2 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.
- 6.11.3 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.

6.12 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 Queen'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 under Section 6.12.2 and all charges, fees and expenses of the arbitrator.
- 6.12.4 The foregoing shall not be 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 GENERAL

- 6.13.1 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:

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.

- 6.13.2 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.
- 6.13.3 Notwithstanding Sections 13.1 and 13.2, if a notice is served by mail at a time when there is an interruption of mail service affecting the delivery of such mail, the notice shall be deemed not to have been served until Ten (10) days after the date that mail service is restored.
- 6.13.4 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.

- 6.13.5 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.
- 6.13.6 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.
- 6.13.7 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 Grantee under this Agreement shall be deemed to be covenants which run with the Lands for the benefit of the Grantee, and shall be binding upon the Grantor and each of the successors in title to the parties comprising the Grantor.
- 6.13.8 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:

Per:

Witness:

Date Signed:

CLEAR HILLS COUNTY

Per:

Per:

Witness:

Date Signed:

7.0 Map

