

APPENDIX "B"

STARLAND COUNTY CONTRACT FOR ROAD GRADING MAINTENANCE & SNOW PLOWING

SPECIFICATIONS

All roadways to be maintained by either grading or snow plowing under this quotation are identified on the attached map that shall form part of this agreement.

- ☐ In Division **2**, approximately **100** miles of Gravel roadway have been identified for grading and snow plowing.

The Agreement period, shall commence **March 15th, 2018.**

1. Description of Equipment to be used for work:

NOTE: Equipment older than 2011 or having more than 7,500 hours will not be considered.

HORSE POWER _____ MAKE _____ MODEL _____

Serial Number: _____ Year: _____

Hours on Equipment: _____

2. Company/Owner Name: _____

Worker's Compensation Account Number: _____

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

3. Contact Person: _____ Telephone: _____

4. Hourly Rate for:

9 month contract (March 1st-November 30th regular road grading): \$ _____
(1080 guaranteed hours, maximum 1750)

12 month contract (includes winter call-out plowing operations) \$ _____ (1080
guaranteed hours, maximum 2080)

AGREEMENT

Agreement made this _____ day of _____ 20__.

Between

STARLAND COUNTY

(hereinafter referred to as the "County")

and

(hereinafter referred to as the "Contractor")

for

Road Grading Maintenance and Snow Plowing in Grader Division 2 within Starland County.

Whereas Starland County wishes to contract for Road Grading Maintenance and Snow Plowing in Division 2 Grader Area within Starland County

And

Whereas _____ wishes to provide Road Grading Maintenance and Snow Plowing in the Division 2 Grader Area, as outlined in **Appendix "A"** attached hereto, within Starland County at the hourly rate as set forth in **Appendix "B"**.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

CONDITIONS AND SCOPE OF WORK

Starland County agrees to pay the hourly rate plus GST, as set forth in **Appendix "B"** to _____ in consideration for Road Grading Maintenance and Snow Plowing in Division _____ Grader Area within Starland County subject to the following conditions:

1. The agreement period will be from March 15, 2018 to March 14, 2021.
2. The hourly rate shall be compensation in full for all equipment, labour, tools and incidentals necessary to complete the work in accordance with these specifications, plans and Conditions and Scope of Work.

3. The Contractor shall use the equipment described on "Appendix B", attached hereto (hereinafter referred to as "the equipment" or such other equipment as approved by the County).
4. If, in the sole opinion of the County, it is necessary to use or hire equipment other than that of the Contractor, in order to ensure proper and safe maintenance of the contract roads, the County shall have the right to hire or use such equipment as deemed necessary.
5. If for any reason the Contractor:
 - a. Fails to provide the necessary equipment on the site or commence the work within 10 (ten) days of being requested to do so; or
 - b. Fails to provide service satisfactory to the County;the Contract may be terminated.
6. The Contractor shall have the following attachments available for use on this contract and must arrive at the project site equipped with an adequate set of blades, a complete set of ripper teeth and shanks:
 - a. Snowplow wing – (by November 1 or as directed by the Public Works Supervisor)
 - b. Sandvik blades – (first set of tips available by November 1 supplied by the Contractor)
 - c. Front mounted V plow – (by November 1 or as directed by the Public Works Supervisor)
 - d. Ice blades or Sandvik blades for winter plowing

There will be no extra compensation for these attachments as they shall be included in the hourly rate for the unit.

The Contractor must carry the map provided by the County showing the designated work area. The County will provide copies over the duration of the Contract.

7. The Contractor shall **annually** provide the County with a certification that the equipment meets the manufacturer's specifications and that the equipment is in a condition such that it can be operated in a safe and reliable manner. This certification shall be in the form included with this Contract and shall be certified by a Journeyman Heavy Duty Mechanic and counter signed by the Contractor. One certification shall be provided to the County before the contract motor grader commences work. The Contractor shall then arrange to perform annual inspections and provide a certificate to the County at the beginning of each 12-month period for the duration of the Contract.

8. The Contractor shall provide a skilled and experienced operator which will be on regular assignment to this contract. This operator shall have a valid and current driver's license, who is familiar with highway traffic movements and laws governing vehicular traffic. A driver's abstract may be required.
9. It is the responsibility of the Contractor to comply with all licensing requirements of the local authorities.
10. The County shall provide and install the *initial* County G.P.S system and mobile radio unit in/on the contract motor grader and provide training in use of the system. The Contractor shall make his grader available for this installation at no cost to the County and shall be responsible for safekeeping of the County G.P.S. system and mobile radio equipment. The County will pay all initial installation and rental fees. The Contractor shall be required to supply mobile communication for their own use, such as a telephone or radio, at their own cost. *If at any time, during the contract period the grader is replaced, it will be the Contractor's responsibility to pay for the installation of the County G.P.S. system and mobile unit in/on the new grader.*
11. Hours of Work:
 - a Starland County limits the Contractor to a maximum of 45 hours per week based on a 9 hour day, unless authorized by the Public Works Supervisor.
 - b Work performed under this agreement shall take place during the hours of 7:00 a.m. And 6:00 p.m., unless otherwise directed by the Public Works Supervisor.
 - c The Maximum breakdown time allowed without replacement of the grader will be 3 work days. There will be a 30% penalty based on a 9 hour day.
 - d Double shifting may be required from time to time as directed by the Public Works Supervisor (if under contract for winter operations)
 - e The Public Works Supervisor will determine the hours of work of which payment will be based upon. The hours of work to be paid will be those hours during which the Contractor's equipment is actually employed in the activity of grading. Hours resulting from deadheading equipment to the job site, breakdown and other activities such as meal breaks, refueling etc. are not to be charged.

Invoices are to be submitted on a monthly basis.

- g The invoices will include:
 - dates worked
 - starting and stopping time of each day worked
 - miles or kilometres of road graded & the location
 - monthly statement
 - daily map logs

12. The Contractor shall maintain a Grader Parking Area within the Contract Area for the purpose of parking, fueling the grader, storage of replacement blades, other materials, plugging in the grader during winter operations or other services required by the grader. The provision of this parking area and any required services are the responsibility of the Contractor and shall be considered incidental to the work. No other payments will be made. The location of the Grader Parking Area, or any subsequent relocation, shall be subject to the approval of the Public Works Supervisor.
13. When conditions require (in emergency type situations), the operator and equipment must be available for work immediately upon being instructed to do so. This includes weekends and statutory holidays. There will be a **two (2)**-hour grace period allowed for the Contractor to be available for work after being notified. Deadheading in this instance will be paid for as hours worked.

The Contractor shall guarantee to the County that the grader will be available on a 24-hour basis, seven days a week and that the County will be given first priority.

14. The initial review and familiarization of the Work area (route) will be done with the Public Works Supervisor and the Contractor. After the initial review and familiarization of the work area it shall be the Contractor's responsibility to ensure that his operators are aware of the roads that are in his contract area.

If the Contractor misses a road while he is blading and the Public Works Supervisor directs him to return, there will not be any travel time paid. Payment will be made, at the hourly rate bid, for actual time spent blading the missed road.

15. The Contractor will be subject to and will be required to comply with any County regulation or policy, now in place or put in place in future in connection with grading or snowplowing operations.
16. This Contract may be terminated:
- a If the Contractor's unit is being operated in an illegal or unsafe manner, as determined by the Public Works Supervisor, or;
 - b If the Contractor refuses to make his equipment available for work when requested on a call out or for double-shifting in winter conditions, or;
 - c If work is performed in an unsatisfactory manner in the opinion of the Public Works Supervisor, or;
 - d With cause by the County with a written notice, of a minimum of seven (7) days, in advance of the termination date.
 - e By the Contractor upon Thirty (30) days written notice to County.

17. In the event of termination of the agreement all rights and obligations pursuant to the

agreement, of both the Contractor and County that have accrued to date of termination shall remain in full force and effect.

18. No work shall be performed until the agreement has been executed by both parties and liability insurance has been accepted and filed with the County.

19. Definitions and Interpretation from Appendix "A" Conditions & Scope of Work for Grading Maintenance and Snowplowing Services.

IN WITNESS WHEREOF the parties hereto, through their authorized officers, have executed this Agreement, intending to be bound by it, effective the date first written above.

STARLAND COUNTY

Per: _____
Reeve

Per: _____
CAO

THE CONTRACTOR

Signature

Seal or Witness

Signature

Seal or Witness