

## NOTICE TO TENDERS

Sealed Tenders, clearly marked "**Tender for Contract Road Grading Maintenance and Snow Plowing**" will be received at:

Starland County  
217 Railway Avenue North  
Box 249  
Morrin, AB T0J 2B0  
Attn: CAO  
OR  
Email to [shirley@starlandcounty.com](mailto:shirley@starlandcounty.com)

until **2:00 p.m. local time, September 7<sup>th</sup>, 2021**. Tenders will be opened at a public tender opening at the Council Meeting on September 8<sup>th</sup>, 2021 in the Starland County Council Chambers.

Tenderers are invited to submit quotations for **Road Grading Maintenance and Snow Plowing** as set out in the **Bidder Instructions Road Grading Document** available online on the Alberta Purchasing Connection and [www.starlandcounty.com](http://www.starlandcounty.com) under Corporate Services/Tender Opportunities. Bidders are invited to submit a price for a 3-year regular road grading contract and winter snow plowing call-out contract. Contract begins October 16<sup>th</sup>, 2021.

The County may decide, in its sole discretion, that no bid submitted will be accepted and no Contract will be awarded pursuant to this tender process. If the County decides to accept a tender and award a Contract, the selection of the successful Tender will be based on a number of criteria which shall include, but not necessarily be limited to, price, start date, level of service proposed, type(s) of vehicles or equipment, staffing levels, location of business operation, qualifications, past history and other criteria that is deemed appropriate for the selection of a contractor.

**Should questions arise regarding the tender, please contact Ken Menage, Public Works Supervisor, at 403-334-9430 or Colby Black, Assistant Public Works Supervisor, at 403-820-6778 between 8:00 a.m. and 4:00 p.m., Monday to Friday.**

# **INSTRUCTIONS TO BIDDERS**

## **1.0 GENERAL**

The directions contained hereunder apply to the project for which Tenders were called in the Notice to Tenderers and provide instructions as to the manner in which Tenders are to be completed. This Instruction to Tenderers will be included as part of the Contract documents making up the Agreement which will be executed by the Owner and the successful Tenderer and will bind the successful Tenderer and the Owner to the extent and applicability of its provisions. In order to ensure consideration of the Tender, it should be placed in a sealed envelope marked:

### **TENDER FOR CONTRACT ROAD GRADING MAINTENANCE and SNOW PLOWING – STARLAND COUNTY**

## **2.0 TENDER FORM**

- 2.1 Tenders shall be submitted on the “Tender Form” and Appendix “B”, provided.
- 2.2 Tenders shall be submitted for a 12 month (year round, call out basis from November 1 to March 31) operations contract. The contract shall be based on an hourly rate with the inclusion of snow plow equipment.
- 2.3 Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind may be rejected.
- 2.4 The County reserves the right to waive any irregularity or insufficiency and to accept any Tender.
- 2.5 The scope of work involves road grading maintenance and snow plowing as set forth and specified in the tender documents.

## **3.0 ADDENDA**

Addenda or corrections issued prior to the Tender Closing Date shall form part of the contract and the cost for doing the work therein shall be included in the tendered price.

## **4.0 OMISSIONS AND DISCREPANCIES**

If the Tenderer finds discrepancies in, or omissions from, the Contract Documents, or, the Tenderer is in doubt as to the meaning thereof, he should at once notify the Owner who may send a written instruction.

## **5.0 ACCEPTANCE OR REJECTION OF TENDERERS**

- 5.1 As it is the purpose of the Owner to obtain a Tender most suitable to the best interests of the Owner, the Owner may decide, in its sole discretion, that no bid submitted will be accepted and no Contract will be awarded pursuant to this tender process. In that event, all Tenderers will be notified and the Owner will have no liability to any Tenderer. If the owner decides to accept a tender and award a Contract, the selection of the successful Tenderer will be based on a number of criteria which shall include, but not necessarily be limited to, price, start date, level of service proposed, type(s) of vehicles, staffing levels, location of Tenderers base of operation and business office, qualification, past history and other appropriate criteria. Receipt of an invitation to bid, or receipt and evaluation by the owner of a bid, does not imply that the Tenderer is qualified.

## **6.0 INSURANCE, WCB AND SAFETY POLICY**

- 6.1 The successful bidder shall be required to secure and maintain at his own expense, commercial automobile insurance, bodily injury and property damage insurance, comprehensive general liability insurance and worker's compensation. The coverage shall be as noted in Clauses 1.6 and 1.7 of Appendix "A" attached hereto.
- 6.2 The successful bidder shall provide to the County, within fifteen (15) days of acceptance of his tender, certified copies of insurance evidencing the foregoing.
- 6.3 The successful bidder must comply with the *Starland County Contractor Safety Program*, a copy of which is attached as Appendix C. Contractors with an approved safety program may be assigned Prime Contractor status by Starland County otherwise the Contractor must comply with Starland County's Safety Program.

## **7.0 COMMENCEMENT AND COMPLETION OF WORK**

The successful bidder shall commence work on October 16<sup>th</sup>, 2021, or as soon as reasonably possible, after the County gives notice to such bidder to proceed with the work, and shall complete the work on October 15<sup>th</sup>, 2024 (the Term).

## **8.0 LICENSE AND PERMITS**

The successful bidder will be responsible for all business licenses and permits required to complete the Contract.

## **9.0 SITE CONDITIONS**

9.1 All bidders shall carefully examine the site of the work before submitting a bid and satisfy himself as to the nature of the location, local conditions, and topography at the work site, the nature and quality of materials to be used, the equipment and facilities needed preliminary to and during the execution of the Work, and all other matters which can in any way affect the work under this Contract.

9.2 The number of kilometres/miles of roadway set forth herein and on any of the tender documents attached to this Notice of Tenders along with any and all statements or representations made by any employee, servant or agent of the County in respect of site conditions shall be considered to be provided to the Bidder for information purposes only. Any use of such information by the Bidder in completing its Tender shall be at its sole risk and each Bidder accepts sole responsibility to confirm the relevance or applicability of such information to its Tender. The Contractor to whom the Contract is awarded shall be compensated at the hourly rate as stated under Appendix "B".

## **10.0 ENQUIRIES**

Enquiries regarding the Tender Documents shall be directed to:

Starland County  
217 Railway Avenue North  
Box 249  
Morrin, AB T0J 2B0  
*Attention: Ken Menage – Public Works Supervisor*

*Cell Number: 403-334-9430*

# TENDER FORM

**TENDER OF:**

\_\_\_\_\_  
(NAME OF BIDDER)

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_

**FAX NO:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

We hereby offer to furnish all labour, materials, and equipment necessary for the scope of work in respect of Road Grading Maintenance and Snow Plowing Division 4, in Starland County in accordance with the Contract.

Further, in consideration of the County providing specifications and other good and valuable consideration to the Bidder, the Bidder agrees to hold this tender irrevocable and open for acceptance by the County for a period of sixty (60) calendar days following the date of closing of tenders.

<p>My bid per hour on this work is</p> <p>\$_____ per hour for 12 month grading/snow plowing operations (winter call out).</p>
--

\_\_\_\_\_  
Signed

**The Tenderer undertakes and agrees that:**

- 1.0 If awarded the contract, the Bidder will do all extra work required by the Owner in connection with the performance of the Contract at the hourly rate set out in Appendix "B" to the Tender Form.
- 2.0 In submitting this tender we recognize the right of the County to accept any tender at the price submitted, or reject all tenders; it being understood that this tender is submitted on the express conditions that revised tenders shall not be called for if only minor changes are contemplated.
- 3.0 The Bidder understands that in the event of acceptance of this tender, the County will communicate a letter of intent to the Bidder at the address of the Bidder stated above and award of contract will be effected without further notice. If so notified of the acceptance of this tender, the Bidder will promptly within fifteen (15) calendar days of such notice:
  - a) Furnish the certified copies of certificates of insurance called for in General Conditions;
  - b) Execution and delivery of the Contract form and Motor Grader Safety Certification;
  - c) Commence with the work on October 16<sup>th</sup>, after receiving the County's written notice to proceed, and diligently execute and fully complete the work.
- 4.0 Failure or refusal to provide the documentation called for in clause hereof will entitle the County, at its option, to terminate the Contract and to pursue any remedies that the County is entitled.
- 5.0 The Bidder hereby represents to the County that the Bidder:
  - a) has carefully examined the Contract included in the tender package, in particular but not limited to, the divisional maps, specifications, addenda if any, Notice to Tenderers, Tender Form, Contract Form, Appendix "A" and Appendix "B" attached thereto and general conditions of the Contract;
  - b) has carefully examined the work site as outlined in the Contract Form and recognizes that the number of roadway kilometres and hours shown herein are approximate only and the hourly rate will apply to this work whether the quantities are increased or decreased.

6.0 THE BIDDER AGREES THAT:

- a) the communication of the County's letter of intent to the bidder at his address given herein shall constitute acceptance of this tender without further notice to Bidder.
- b) the County reserves the right to increase, decrease, delete or vary any portion of the work, and the Bidder offers to do the work at the hourly rate quoted herein whether the quantities are increased or decreased.
- c) the quantities listed by the County herein are approximate only. No claim will be allowed for any loss of anticipated profits resulting from any excess or deficiency in the quantities shown.

7.0 The Bidder provides the following references with respect to the Bidder's general reputation along with skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract:

<b>Company Name</b>	<b>Contact Name</b>	<b>Phone Number</b>
1.		
2.		

This tender is executed at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR INDIVIDUAL OR PARTNERSHIP:**

\_\_\_\_\_  
(Bidder – Please print name of individual or name or partnership and name of signing partner)

\_\_\_\_\_  
(Signature of Bidder)

**IN THE PRESENCE OF:**

**NAME:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FOR LIMITED COMPANY:**

**PARTNER OR OFFICERS**  
(Affix Corporate Seal)

\_\_\_\_\_  
(please print company name)

**Per:** \_\_\_\_\_  
(Please sign)

**TITLE:** \_\_\_\_\_

**Per:** \_\_\_\_\_  
(Please sign)

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**NOTE:** If the tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.



## **APPENDIX "A"**

### **1.0 GENERAL SPECIFICATIONS (CONDITIONS & SCOPE) FOR GRADING/MAINTENANCE & SNOWPLOWING SERVICES**

#### **1.1 DEFINITIONS AND INTERPRETATION**

In these Specifications, unless the context requires a contrary meaning:

##### **1.1.1 BIDDER OR TENDERER**

"Bidder or Tenderer" shall mean any individual, partnership, or corporation submitting a tender for the Work contemplated, acting directly or through a duly authorized representative.

##### **1.1.2 CONTRACT**

"Contract" shall mean the written agreement covering the performance of the Work and the furnishing of labour, equipment, and Material in the performance of the Work, and shall include without limiting the generality of the foregoing, the Tender, Contract form, Contract bonds, Plans, Specifications, Conditions and Scope of Work and all supplemental agreements required to complete the Work.

##### **1.1.3 CONTRACTOR**

"Contractor" shall mean the person agreeing to perform the Work set out in the Contract.

##### **1.1.4 COUNTY**

"County" shall mean Starland County.

##### **1.1.5 PUBLIC WORKS SUPERVISOR**

"Public Works Supervisor" shall mean the person holding the position or acting in the capacity of the Public Works Supervisor for Starland County and includes a person authorized by him/her to perform on his/her behalf, any of his functions under the contract.

##### **1.1.6 WORK**

"Work" shall mean all or any part of the work to be performed under the Contract, whether complete or incomplete, as originally set forth or as revised by the Public Works Supervisor, and any or all of the equipment, material and labour supplied by or for the Contractor;

### **1.1.7 IMPLIED PROVISIONS**

In the Contract:

- a) words importing male persons include female persons and corporations,
- b) words in the singular include the plural and words in the plural include the singular,
- c) the applicable law shall be the law of the Province of Alberta,
- d) time shall be of the essence, and;
- e) headings and subheadings are not substantive and are inserted for convenience of reference only.

### **1.2 QUOTATIONS**

The quotation must be submitted on the forms provided and must include the name and address of the bidder.

The quotation will be rejected if the form is altered, or contains conditional or alternative bids, incomplete bids or other irregularities.

The right to reject any or all quotations is reserved by the County, and the lowest or any quotation will not necessarily be accepted.

Any or all quotations will be rejected if there is reason to believe that collusion exists amongst the bidders, and none of the participants in such collusion will be considered in future requests for quotations.

### **1.3 QUANTITIES**

The quantities given in the quotation are approximate only, and are used to compare bids. Final payment will be made only for the actual quantities of Work performed in accordance with the Agreement as determined by measurements made by the Public Works Supervisor.

### **1.4 EXAMINATION OF WORK**

It is agreed that submission of a quotation will be conclusive evidence that the bidder has examined the Divisional Map and Conditions and Scope of Work and has investigated every condition affecting the Work.

In the event of discrepancies, the Hierarchy of Documents will be in order of Conditions and Scope of Work and Divisional Maps.

## **1.5 DEFAULT**

A Contractor who:

- a) fails to begin the Work under the Contract within the time specified, or;
- b) in the opinion of the Public Works Supervisor performs the Work unsuitably, or;
- c) discontinues the prosecution of the Work, or;
- d) fails to promptly pay his creditors for labour, services, equipment, supplies and materials used or reasonably required for use in the Work, or;
- e) fails to promptly repair any defect or failure discovered in the Work within the warranty period;

shall be deemed to be in default of the Contract.

All costs incurred by the County as a result of the default, including the cost of completing the Work and repairing any defect or failure will be deducted from any money due or which may become due to the Contractor.

## **1.6 INSURANCE AND HOLD HARMLESS**

The Contractor shall, at his own expense and without limiting his liabilities herein, insure his operations under a contract of either Comprehensive or Commercial General Liability, with an Insurer licensed in Alberta, in an amount not less than \$2,000,000 inclusive per occurrence, (annual general aggregate, if any, not less than \$4,000,000) insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, products and completed operations liability, and employees as additional insureds.

The Contractor shall maintain Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$2,000,000.

The Contractor shall be responsible for the payment of all amounts of deductible from the insurance provided by the insurer under the terms of the policy. The insurance shall be in effect from the date of execution of the contract and remain in effect until termination of the contract.

The Contractor shall provide the County with an acceptable Certificate of Insurance as evidence of all required insurance.

The Contractor shall indemnify and hold harmless the County, its employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or

omission of the Contractor, his employees or agents, in the performance by the Contractor of this Agreement.

Such indemnification shall survive termination of this Agreement.

The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Agreement.

#### **1.7 WORKERS' COMPENSATION**

The Contractor will, at his own expense, provide and maintain Workers' Compensation coverage for himself and all his employees during the term of this Agreement. The Contractor must provide proof satisfactory to the County of Workers' Compensation coverage prior to commencement of Work.

Starland County may confirm coverage on-line, prior to releasing ANY payment. Should coverage be denied, the County will hold payment until coverage can be confirmed.

#### **1.8 FREEDOM OF INFORMATION**

The Contractor acknowledges that the Freedom of Information and Protection of Privacy Act (R.S.A. 2000, c.F-25) applies to all information and records relating to, obtained, created, collected, or in the custody or control of the County under this contract.

#### **1.9 SUBCONTRACTS AND ASSIGNMENTS**

The Contractor shall not subcontract or assign any portion of the work without the prior written consent of the County.

#### **1.10 OCCUPATIONAL HEALTH AND SAFETY ACT**

The Contractor shall familiarize himself, his staff and his 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. While not required, the Contractor acknowledges that in the event he assumes all of the responsibilities and duties of the Prime Contractor, as defined in the Occupational Health and Safety Act, and that he shall, as a condition of this Contract, comply with Occupational Health and Safety Act and the regulations thereunder.

The Prime Contractor shall, to the extent required by the Occupational Health and Safety Act, establish and maintain a Health and Safety system or process to ensure compliance to the Act by his subcontractors/owner operators.

## **2.0 GRADER MAINTENANCE OF GRAVEL SURFACE ROADS**

### **2.1 DESCRIPTION OF WORK**

This work shall consist of performing summer or summer and winter maintenance of gravel surface in accordance with these specifications and the map contained herein, or as directed by the County or its representatives.

### **2.2 EQUIPMENT**

The quotation submitted shall be on an hourly rate for the supply and operation of a suitably equipped motor grader. The Contractor's equipment must meet the following minimum requirements:

- must possess a rating of a minimum of 200 (112 k.w.) horsepower;
- equipment shall not be older than **2014 or have more than 7500** hours at the commencement of the contract, no exceptions;
- must meet all safety regulations under the Workers Compensation and Occupational Health and Safety Acts
- must be equipped with adequate head lights, minimum 16 ft moldboard, tail lights, 4-way flashers, back up alarm, revolving amber light on top of canopy, slow moving symbol and warning flags on the outward edges of the cab and moldboard.

*ATTACHMENTS (required in case of bid for 12 month grading/plowing)*

- front mounted V plow
- snow plow wing
- Ice blades or Sanvik blades for winter plowing
- All to be approved by County prior to commencement of work

The County reserves the right to inspect the equipment before awarding the work in order to ensure the equipment's suitability and appearance.

The motor grader must arrive at the project site equipped with an adequate set of blades. Grader blades may be purchased through the County at cost for the performance of the Contract.

The Contractor shall be considered an independent contractor, shall provide the equipment identified and shall maintain it in good condition for

the duration of the Agreement. Substitution of equipment must receive prior approval of the County.

The Contractor shall provide a **skilled and experienced operator which will be on regular assignment to this contract**. This operator shall be familiar with Highway traffic movements and laws governing vehicular traffic.

The County will install the motor grader with a form of mobile GPS communication as specified in the Conditions and Scope of Work.

## 2.3 PROCEDURES

The Contractor shall commence and discontinue work upon direction of the County or its representatives. Hours of work and location of required grading will be regulated by the weekly instruction of the County or its representatives.

The County reserves the right to utilize other equipment for grading within the contract area in order to ensure safe and acceptable conditions at all times.

The County reserves the right to require the grader to move from its assigned beat to another location upon direction of the County or its representatives.

The Contractor will not be allowed to sublet any work without prior written approval from the County.

The following points should be noted in connection with gravel road maintenance:

- (i) The roadway should be bladed to remove all potholes, washboards and ruts. When blading road surfaces, shoulders must be kept free of grass and ridges to prevent moisture build-up.
- (ii) The finished roadway should have a uniform crown.
- (iii) The super elevation on curves must be retained.
- (iv) When blading bridge approaches, material must be carried up to the edge of the deck. Excess material must be back bladed to keep the deck free of excess material.
- (v) When blading approaches to cattle guards ensure that material is not carried forward past the leading edge of the guard to fill in the excavated area beneath the cattle guard.

- (vi) When scraping shoulders, bring product onto road. Do not leave in ditches.
- (vii) Roadways should be bladed through intersections with the material spread back evenly to eliminate ridges and provide a smooth surface. The crown on the main roadway should be maintained through the intersection while the crown on the intersecting roadways should be feathered back.
- (viii) The grader operator shall stop and remove any rocks or other hazardous debris pulled up by the blade that are large enough to present a problem to vehicular traffic.
- (ix) All flashing lights shall be operated as per the Highway Traffic Act Flashing Light Regulations. All flags must be kept in good condition and meet the standards of the Motor Transport Act (400 mm square).
- (x) Windrowed material should not be left on the roadway overnight, however, if an emergency requires a windrow to be left overnight adequate warning devices must be in place and the County or its representatives must be notified.
- (xi) Blading shall take place during the hours of 7:00 a.m. and 6:00 p.m., unless otherwise directed by the Public Works Supervisor and/or an authorized representative.
- (xii) Special care must be taken to avoid excessive dragging of material onto dust control areas.

## **2.4 PAYMENT**

### **2.4.1 Payment**

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, changing blades, and other activities such as meal breaks, refueling, etc. will not be paid.

The costs for providing and operating the attachments specified in the Conditions and Scope of Work is to be included in the hourly bid price.

The County maintains the right to utilize other graders in the contract area to ensure safe and acceptable conditions.

When requested by the County, dead heading equipment to work areas outside the Contractor's normal work area as defined in this Agreement will be paid for as hours worked.

Payment for approved equipment substitutions will be at the hourly rate quoted in this agreement from the Contractor's original quotation. 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. Payment for work will be made upon reviewing the hours worked up to and including the last day of the month, at the unit bid price.

The Contractor is required to submit time sheets covering the hours worked no later than the Monday preceding the second and fourth Wednesdays of each month. If time sheets are submitted on time, payment for hours worked will be processed and paid by the following Wednesday. This coincides with the regular Council Meetings of Starland County. If there are any changes to this schedule, the contractor will be notified in a timely manner.



**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 4, approximately 136 miles of Gravel roadway have been identified for grading and snow plowing; plus approximately 23 miles of fair-weather (dirt) roads to be maintained when needed.**

The Agreement period, shall commence **October 16<sup>th</sup>, 2021.**

1. Description of Equipment to be used for work:  
**NOTE: Equipment older than 2014 or having more than 7,500 hours will not be considered.**

Make \_\_\_\_\_ Model \_\_\_\_\_

Horsepower \_\_\_\_\_

Serial Number: \_\_\_\_\_ Year: \_\_\_\_\_

Hours on Equipment: \_\_\_\_\_

2. Company/Owner Name: \_\_\_\_\_

Worker's Compensation Account Number: \_\_\_\_\_

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

City/Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

3. Hourly Rate for:  
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 4 within Starland County.**

**Whereas** Starland County wishes to contract for Road Grading Maintenance and Snow Plowing in Division 4 Grader Area within Starland County

And

**Whereas** \_\_\_\_\_ wishes to provide Road Grading Maintenance and Snow Plowing in the Division 4 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 of \_\_\_\_\_ plus GST, as set forth in **Appendix "B"** to \_\_\_\_\_ in consideration for Road Grading Maintenance and Snow Plowing in Division 4 Grader Area within Starland County subject to the following conditions:

1. The agreement period will be from October 16, 2021 to October 15, 2024.
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.
  - f 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