



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

DESCRIPTION:

Chinchaga Road Management

REFERENCE #: 2025-P14

Proposal Closing Time:
July 4, 2025
4:00 p.m. Local Time

Contents:

- 1.0 Invitation to Tender**
 - 1.1 RFP Terminology
 - 1.2 Inquiries
 - 1.3 Proposal Return
 - 1.4 RFP Schedule of Events
- 2.0 Scope of Work**
 - 2.1 Project Overview
 - 2.2 Mandatory
 - 2.3 New West Partnership Trade Contract
 - 2.4 Suggested Topics
 - 2.5 Other Information
 - 2.6 Term
- 3.0 Proposal Form**
- 4.0 Draft Contract**
- 5.0 Policy 3202 Road Construction**
- 6.0 Policy 3203 Approach Construction**
- 7.0 Policy 3209 Backsloping**
- 8.0 Policy 3216 Gravel Road Maintenance**
- 9.0 Policy 3221 Dust Control**
- 10.0 Policy 3222 Ice Control Policy**
- 11.0 Policy 6304 Vegetation Control**
- 12.0 Policy 3225 Bridges and Culverts**
- 13.0 Policy 3226 Drainage Works and Culverts**
- 14.0 Map**

1.0 Invitation to submit Proposals

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

This RFP will be conducted with the objective of maximizing the benefit to Clear Hills County while offering vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording used throughout the RFP. Failure to satisfy any term or condition may result in an unacceptable Proposal.

Vendors submitting a Proposal are deemed to have accepted the General Terms and Conditions indicated in this RFP.

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

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

1.1 RFP Terminology

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

1.2 Inquiries

- 1.2.1 Refer all proposal inquiries to one of the following, Terry Shewchuk, Public Works Manager by fax 780-685-3960 or email to terry@clearhillscounty.ab.ca

- 1.2.2 Indicate RFP# and project description on all correspondence.

- 1.2.2.1 **Request for Proposal #: 2025-P14**

- 1.2.2.2 **Description: Chinchaga Road Management**

1.3 Proposal Return

- 1.3.1 RFP will be received at Clear Hills County office no later than 4:00 p.m., local time, on July 4, 2025. RFP submissions must be sealed and enclosed in envelopes marked with the RFP number and addressed to:

Clear Hills County
313 Alberta Ave
PO Box 240
Worsley, Alberta
T0H 3W0
Attn: Terry Shewchuk

- 1.3.2 Faxed or electronic Proposals will not be accepted. Clear Hills County does not recommend sending RFP by Courier due to limited Courier Services. Proposal number must be clearly marked in the subject line or on coversheet.
- 1.3.3 Each Proposal must be addressed to Clear Hills County in a sealed envelope clearly marked with Organization's name, address and Proposal number.

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

1.4 RFP Schedule of Events

- 1.4.1 RFP Issue Date: May 23, 2025
- 1.4.2 RFP Closing Date: July 4, 2025
- 1.4.3 Closing Time: 4:00 p.m. local time
- 1.4.4 RFP Opening Date: July 8, 2025

2.0 Scope of Work

2.1 Project Overview

- 2.1.1 Clear Hills County is currently accepting Proposals for the management of the Chinchaga Road from approximately km 41 (19-94-1-W6M) to approximately km 103 (18-96-6-W6M) including the forestry tower (9-30-94-W6M).

2.2 Mandatory

- 2.2.1 The following is a list of mandatory items the County requires to have addressed in the Proposal:
 - a. How the successful proponent will manage the roads and ensure the terms and conditions of the New West Partnership Trade Contract are adhered to.
 - b. How the successful proponent will show achieving fair and transparent sharing of information with the users and the County.

2.3 New West Partnership Trade Contract

- 2.3.1 The following is a list of tenders under the New West Partnership Trade Contract which must be adhered to:
 - a. Grader Maintenance Contract.
 - b. Gravel Supply and Placement Contracts.
 - c. Service Contracts and/or construction needs to follow any procurement under the New West Partnership Trade Contract under their most recent threshold.

2.4 Suggested Topics

- 2.4.1 The following information is a list of suggested topics for the Proposal to address. It is the responsibility of those who submit Proposals to fully present their business cases to the County.
 - a. Road user tracking.
 - b. Maintenance schedule.
 - c. Road improvements.
 - d. Reporting from a certified scale system showing quantities.
 - e. Access to grader GFI's.
 - f. Communication plan with road users.
 - g. Communication plan with the County, including financial disclosures.
 - h. Maintenance cost recovery plan.

2.5 Other Information

2.5.1 Insurance and Requirements

- 2.5.1.1 The Contractor is responsible for all applicable insurance and WCB costs and hereby agrees to indemnify and save harmless Clear Hills County, its agents and/or its employees, from and

against all actions, suits, claims demand arising from the work described herein.

2.5.2 Proposal Security

2.5.2.1 The Contractor hereby agrees that if, within twenty-one (21) days after the Contract is presented for signature, hand delivered or sent by registered mail or courier addressed to him at the address stated in the Proposal, the Contractor refuses or fails:

2.5.2.2 To sign and return to the County the Contract for the performance of the Work and the supplying of the service covered by this Contract.

2.5.3 Environmental Protection and Enhancement Act

2.5.3.1 The Contractor shall carry out his operations so as to adhere to and meet all guidelines as set out in the Environmental Protection and Enhancement Act.

2.6 Term

2.6.1 The Term of this Contract shall be for a period commencing on the 1st Day of November, 2025 and expiring on the 31st day of October, 2028.

2.6.2 With the option of a two (2) year extension if agreed upon mutually by both parties to extend the said Contract for the terms and conditions that are negotiated under fair and consistent business practices. Extension negotiations to be completed and accepted no later than, 60 days prior to the expiration date.

3.0 Proposal Form

Bidders Name: _____

Company Name: _____

Operator Name: _____

Address: _____

Telephone: _____ Fax: _____

Cell Number: _____ Email: _____

Insurance Company: _____

Insurance Policy #: _____

Insurance Policy Expiry: _____

WCB #: _____

GST #: _____

I/we understand that the complete Contract Provisions attached hereto form part of this Contract.

Signature of Owner

Signature of Witness

Printed Name of Owner

Printed Name of Witness

Date

Date



DRAFT CONTRACT

DESCRIPTION:

Chinchaga Road Management

REFERENCE #: 2025-P14

THIS CONTRACT MADE to be effective the ____ day of _____, 2025.

BETWEEN:

CONTRACTOR
(hereinafter referred to as the "Road Manager")

And

Clear Hills County
(hereinafter referred to as the "County")

Chinchaga Road Management

WHEREAS:

- A. The County has care, control and management of the Chinchaga Road.
- B. The Road Manager proposes to take responsibility for all inspection, maintenance and repair of the Chinchaga Road on behalf of Clear Hills County.

NOW THEREFORE, in consideration of the promises, mutual terms, covenants, and condition herein, the parties hereto agree as follows:

1.0 Definitions

- 1.1** "Chinchaga Road" means the surveyed Chinchaga Roadway shown on the plan of survey (map attached), including the Chinchaga Road surface and lands adjacent to the Chinchaga Road surface (and all structures, traffic control devices, signs and other devices installed for safety or protection of traffic and located on the Chinchaga Road surface or the adjacent lands).
- 1.2** "New West Partnership Trade Contract" means an accord between the government of British Columbia, Alberta and Saskatchewan barrier free, interprovincial market.
- 1.3** "Council" means the Council of the County.
- 1.4** "Event of Default" means the commission of any one of the events that are enumerated in this Contract.
- 1.5** "Force Majeure" means any act of God, major storms, civil disturbances or any similar major event or occurrence not within the control of the party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party be deemed not to be a Force Majeure.
- 1.6** "MGA" means the *Municipal Government Act* RSA 2000, c. M-26, as amended, or repealed and replaced from time to time.
- 1.7** "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - 1.7.1** Any form of radioactive materials.
 - 1.7.2** Explosives.
 - 1.7.3** Any substance that, if added to water, would degrade or alter or form part of a process of degradation or alternation of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant.

- 1.7.4** Any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
- Endangers the health, safety and welfare of persons or the health of animal life.
 - Interferes with normal enjoyment of life or property.
 - Causes damage to plant life or to property.
 - Substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the parties hereto.
- 1.7.5** “Road User” meaning as described in this Contract.
- 1.7.6** “Services” means those activities identified in Section 2.0 of this Contract.
- 1.7.7** “Term” shall be the time period commencing on the effective date of this Contract and expiring upon the termination of this Contract, as set forth herein.

2.0 Obligations of Road Manager

2.1 The Road Manager Shall:

- 2.1.1** Perform the Services in accordance with and subject to the terms and conditions contained in this Contract, including all applicable federal, provincial and municipal road maintenance standards.
- 2.1.2** Not load or store any equipment along any right-of-way, alongside the Chinchaga Road.
- 2.1.3** Take such responsibility steps as is necessary to cause the speed limit on the Chinchaga Road to not exceed eighty kilometers per hour (80km/h).
- 2.1.4** Allow commercial users and industrial users of the Chinchaga Road to use the Chinchaga Road under the following terms and conditions:
- At the sole discretion of the Road Manager, it shall enter into a Road Use Agreement with the commercial user or industrial user (a “Road User”) regulating the use of the Chinchaga Road.
 - At the responsible discretion of the Road Manager, charge a fee to each Road User for the usage of the Chinchaga Road, in compliance with Sections 27.1 to and including 27.6 of the MGA.
 - In the event of a dispute between the Road Manager and Road User with respect to fees assessed, the Road Manager shall submit the dispute to the Minister of Municipal Affairs, in accordance with Section 27.3 of the MGA.
- 2.1.5** Be bound by and observe all applicable federal, provincial and municipal legislation and regulated regulations, bylaws and orders which, without limiting the generality of the foregoing, shall include the provisions of the *Freedom of Information and Protection of Privacy Act* and the *Environmental Protection and Enhancement Act*, all as amended from time to time, and the Road Manager shall cause all of its employees and approved subcontractors to be so bound.
- 2.1.6** Obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Road Manager’s obligations under this Contract.

- 2.1.7** Pay all fees and all other costs incidental to the performance of the Road Manager's obligations under this Contract.
- 2.1.8** Provide all such written and verbal reports as required by the County on the progress of the services including copies of the work completed. The Road Manager will make available such information, including data and documents, as the County may require from time to time to allow the County to evaluate the quality and progress of the services.
- 2.1.9** Keep written records of all Services performed under this Contract, including the date, and time of performance, the service performed, and the names of the personnel performing the service.
- 2.1.10** Provide the County on a quarterly basis, commencing from the date of execution of this Contract, copies of the written records.
- 2.1.11** Upon receipt of request from the County, provide evidence of full compliance with all requirements of the Workers' Compensation Act to and including the dates of such requests, such evidence to include the Road Manager and any and all subContractors.
- 2.1.12** Supply all users entering into a Road Use Agreement with financial statements annually.
- 2.1.13** All Graders must have a GFI installed to track work and performance.

3.0 Term

- 3.1.1** "Term" shall be the period commencing on the effective date of this Contract and expiring upon the termination of this Contract, as set forth herein with a mutual agreed upon two year extension clause.
- 3.1.2** The term of this Contract shall be for a period commencing on the 1st day of November, 2025, and expiring the 31st day of October, 2028.
- 3.1.3** With the option of a two (2) year extension if agreed upon mutually by both parties to extend the said Contract for the terms and conditions that are negotiated under fair and consistent business practices. Extension negotiations to be completed and accepted no later than, 60 days prior to the expiration date.

4.0 Hazardous Substances

- 4.1** Without limiting any of the foregoing, the Road Manager hereby represents, covenants and warrants to and in favour of the County that in carrying out the following obligations:
 - 4.1.1** The Road Manager shall not utilize any Hazardous Substances, nor allow any Hazardous Substance to be applied to the Chinchaga Road, without the prior written consent of the County, which consent may be arbitrarily withheld.
 - 4.1.2** The Road Manager shall not allow any portion of the Chinchaga Road to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation laws respecting the handling, disposal and emission of Hazardous Substances.
 - 4.1.3** To the extent that any Hazardous Substance is, subject to the County's consent herein provided, utilized on the Chinchaga Road in accordance with the terms hereof, the Road Manager shall:

- Comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of Hazardous Substance, and all terms or conditions required by the County; and
- At the request of the County, provide evidence to the County or compliance with all applicable laws, regulations and other requirements, such as evidence to include inspection reports and such tests as the County may reasonably require, all at the Road Manager's expense.

5.0 Taxes and Deductions

5.1 The Road Manager shall be responsible to collect, remit and pay all source deductions, Canada Pension contributions, employment insurance premiums, taxes and GST and all other required payments, contributions or deductions under all applicable laws and authorities including, but not limited to, any assessments levied pursuant to the Workers' Compensation Act (Alberta) which arise or may hereafter arise with respect to the performance of the obligations of the Road Manager under this Contract and the County shall have no liability for the same.

6.0 Insurance

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

- 6.1.1** Standard automobile, bodily injury and property damage insurance providing coverage of at least \$5,000,000.00 (five million dollars) inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property.
- 6.1.2** A comprehensive general liability insurance policy providing coverage of at least \$5,000,000.00 (five million dollars) inclusive and in respect to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - Non-owned automobiles.
 - Independent subcontractors.
 - Contractual liability including this Contract.
 - Broad form property damage and endorsement.
 - Environmental liability.
- 6.1.3** Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta and shall always be in good standing when work is being performed.
- 6.1.4** Employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than \$1,000,000.00 (one million dollars) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Contractor.
- 6.1.5** The Contractor shall be responsible for providing insurance against loss or damage of his equipment.
- 6.1.6** The Contractor shall extend his own "All Risks" property insurance to cover his legal liability for the property of others in his care, custody or control and shall note the interest of the County applicable.
- 6.1.7** Such other insurance as the County may from time to time reasonably require.

- 6.1.8** The Road Manager shall ensure that all insurance coverage maintained by the Road Manager in accordance with this Contract shall name the County and any other party designated by the County as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to the County. The Road Manager shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Road Manager as set forth herein shall be borne by the Road Manager.

7.0 Indemnity

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

8.0 Freedom of Information and Protection of Privacy

- 8.1** Notwithstanding the termination or expiry of this Contract:
- 8.1.1** The Road Manager acknowledges that information and records compiled or created under this Contract which are in the custody of the Road Manager are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the Road Manager shall forward the information and records, at the Road Manager's expense, to the County within five (5) calendar days of delivery of notice by the County to the Road Manager.
- 8.1.2** The County shall furnish to the Road Manager such information in its possession reasonably required for the proper performance of the obligations of the Road Manager, and shall, in every way provide such cooperation as is reasonable in order for the Road Manager to be able to perform the Services.

- 8.1.3** The Road Manager shall retain all information and records received or compiled by the Road Manager in accordance with this Contract for a period of six (6) months from the date of termination of this Contract, after which the information and records will be delivered to the County.

9.0 Default and Remedy

- 9.1** The occurrence of any of the following events shall constitute an event of default by the Road Manager under this Contract:

- 9.1.1** Without limiting the generality of anything contained herein, the failure by the Road Manager to perform any of its obligations herein, without limitation, the performance of the Services; or

- 9.1.2** If the Road Manager is or becomes, insolvent or bankrupt or if the Road Manager:

- Makes any assignment for the benefit of the creditor.
- Is declared bankrupt,
- Seeks the Protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation, and
- Commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Road Manager.

- 9.1.3** Upon the occurrence of an Event of Default on the part of the Road Manager, the County shall be entitled to any and all rights and remedies available at law or in equity including, without restriction:

- 9.1.3.1** The unfettered right to terminate this Contract, in which event the County shall be entitled at its option to take control of all or any portion of the Chinchaga Road without any further compensation to the Road Manager whatsoever and without prejudice to any claims, rights of action or remedies available to the County.

- 9.1.3.2** Upon the County's written notice to the Road Manager, the County shall be entitled to receive any fees, charges, levies or other amounts payable by any Road User with respect to the Road User's usage of the Chinchaga Road and the Road Manager shall hereby fully and absolutely assigns, transfers and sets over to the County, the right to collect these fees, charges or levies from the Road User upon the County's written notice to the Road Manager's commission of an Event of Default.

- 9.1.3.3** Perform or otherwise rectify the Road Manager's Event of Default, in which event the Road Manager shall be responsible for payment in full of any costs and expenses incurred by the County and shall immediately pay to the County sufficient funds to cover all the County's costs and expenses upon demand, plus an administrative charge of fifteen (15%) of the County's costs and expenses in rectifying the Event of Default.

- 9.1.3.4** Invoke, cash, call upon, collect, enforce, and otherwise make demands as payee under the provisions of any and all Security provided by the Road Manager as security for obligations contained within this Contract including, without restriction, make demand for payment in full of any and all amounts secured by

any mortgage, charge or encumbrance security, and draw upon any irrevocable letter of credit or bond security.

9.1.3.5 Expend, utilize, apply, and set off against any and all funds received or held by the County as security for the Road Manager's obligations, for the purposes of satisfying any of the Road Manager's obligations under this Contract.

9.1.4 Notwithstanding anything to the contrary herein, in the event that the County in its absolute discretion acting reasonable, considers it necessary to undertake any immediate work for the completion, repair or maintenance of any of the Chinchaga Road where the County considers it to be an emergency, the County shall be entitled to cause such work to be done to normal County standards at the Road Manager's cost and expense without notification to the Road Manager; PROVIDED that, upon completion of the said emergency repair work, the County shall give notice in writing to the Road Manager, stating the reasons for the actions and a detailed claim.

9.1.5 The County and the Road Manager agree that any rights and remedies available to the County and the Road Manager whether specified in this Contract or otherwise available at law, are cumulative and not alternative and the County shall be entitled to enforce any right or remedy in any manner the County deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the County.

10.0 Termination

10.1 This Contract may be terminated at any time by one party giving three hundred and sixty-five (365) days notice to the other party.

10.2 If such notice is given, the Road Manager shall perform the Services up to and including the effective date of termination specified in the notice and shall, upon request, provide the County with a written report on the Services rendered to the time of Termination.

10.3 Except for any such report, the Road Manager shall not perform any further services after the effective date of termination.

10.4 The parties hereto agree that upon the effective date of termination, the County shall have the right to enter into new Road Use Agreements with such Road User, regardless of if these Road Users were formally a signatory to a Road Use Agreement with the Road Manager for the usage of the Chinchaga Road. The Road Manager agrees and acknowledges that the County's execution of a new road maintenance Contract or a Road Use Agreement with a Road User shall be on the sole account of the County and the Road Manager shall have no claim, right or entitlement to the proceeds of any such Contract, upon the Termination of this Contract.

10.5 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 Road Manager. The effective date of termination for convenience shall be set out in the Notice of Termination by Convenience. The Road Manager 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 Road Manager as a result of the termination for convenience of this Contract. In the event this Contract is terminated for

convenience, the Road Manager 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 Road Manager shall not provide any further work after the effective date set out in the Termination for Convenience.

10.6 Not to limit the generality of the foregoing, the County shall, in its sole discretion, be entitled to terminate this Contract if the Road Manager:

10.6.1 Should be adjudged bankrupt.

10.6.2 Should make a general assignment for the benefit of its creditors.

10.6.3 Should be subject of an appointment of a Receiver.

10.6.4 Should cease to carry on in the ordinary course of business.

10.6.5 Should refuse or fail to supply sufficiently properly qualified/skilled workmen.

10.6.6 Should fail to make payments to its employees or subcontractors.

10.6.7 Should in the opinion of the County persistently disregard instructions from the County.

10.6.8 Should otherwise in violation of the provisions of this Contract.

10.6.9 Should disregard any laws or ordinances.

11.0 Force Majeure

11.1 If the parties shall fail to meet their respective obligations hereunder within the respective time and prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided however, in such even, such party shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.

12.0 General

12.1 Notices

12.1.1 Whether or not so stipulated herein, all notices, communication, requests, and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be deemed received when actually delivered as aforesaid and addressed as specified.
- By telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - Upon transmission with answer back confirmation if received within the normal working hours of the business day.
 - At the commencement of the next ensuing business day following transmission with answer back confirmation thereof.

12.1.2 By mailing via first class registered mail, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received four

(4) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless received.

- 12.1.3** Expect as herein otherwise provided. Notice is required to be given pursuant to this Contract shall be deemed to have been received by the addressee on the date received when served by hand or courier, or four (4) days after the same has been mailed in a prepaid envelope by single registered. 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 Contract.

13.0 Governing Law

- 13.1** This Contract shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Court of the Province of Alberta.

14.0 Time of Essence

- 14.1** Time shall be of the essence of this Contract.

15.0 Headings

- 15.1** The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Contract have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope of meaning of this Contract or any provisions hereof.

16.0 Relationship between Parties

- 16.1** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties

hereto other than an independent service Contract between the two parties at arm's length.

17.0 No Authority

17.1 Except as may from time to time expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

18.0 Contract Entire Relationship

18.1 This Contract constitutes the entire Contract between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, Contracts or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract save as expressly set out in this Contract.

19.0 Further Assurances

19.1 Each of the parties hereby agree to do such things and execute such further documents, Contracts and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Contract in accordance with their true intent.

20.0 Amendments

20.1 This Contract may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

21.0 Waiver

21.1 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

22.0 Counterparts

22.1 This Contract may be signed in counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgment of consent and Contracts to be legally bound by its terms. Each counterpart will be considered an original and together the parts will be considered one document.

23.0 Statutory Reference

23.1 Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

24.0 Unenforceability

24.1 If any term, covenant or condition of this Contract or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest permitted by law.

25.0 Survival

25.1 The parties acknowledge and agree that the provisions of this Contract which, by their context, are meant to survive the termination or expiry of the Term and shall not be merged therein or therewith.

26.0 Remedies Generally

26.1 Mention in this Contract of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Contract. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

27.0 Payment of Monies

27.1 The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

28.0 Singular, Plural and Gender

28.1 Wherever the singular, plural, masculine, feminine or neutral is used throughout this Contract the same shall be construed as meaning the singular, plural, masculine, feminine, neutral, body politic or body corporate where the fact or context so requires and the provisions hereof.

29.0 Binding Effect

29.1 This Contract shall ensure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

30.0 Assignment

30.1 The Road Manager shall not assign its interest in this Contract or any part hereof, in any manner whatsoever without having first received written consent from the County, such consent which may be arbitrary withheld by the County.

31.0 Request Consent

31.1 Each party shall provide any decision with regard to a request for consent in a timely manner.

IN WITNESS WHEREOF the Contractor and the Owner have executed this Contract to be effective the date first above written, notwithstanding the actual date of execution hereof.

CONTRACTOR

Per:

Per:

Date Signed:

Witnessed:

CLEAR HILLS COUNTY

Per:

Per:

Date Signed:

Witnessed:

5.0 Policy 3202 Road Construction Specifications



Clear Hills County

| | |
|--|----------------------------|
| Effective Date: June 14, 2016 | Policy Number: 3202 |
| Title: ROAD CONSTRUCTION SPECIFICATIONS | |

1. Policy Statement

- 1.1. Clear Hills County will provide a safe and economical road network for all users. The purpose of this policy is to provide guidelines for the approval and standards for each classification and road use.

2. Classification of Roads

2.1. MARKET ROADS

- Market road network as shown on the map attached as Schedule "B" as approved by Council. Market roads are designated for truck haul routes with 100% axle load on a year round basis with the exception of road bans as required. Cross section construction details are as outlined on attached Schedule "B".

2.2. LOCAL ROADS

Class 1

- These standards apply to connecting routes to Market Roads or Provincial Highways. Construction guidelines are attached as Schedule "C".

Class 2

- These standards apply to residential and farmland access roads and connecting routes to other Local Roads, Market Roads or Provincial Highways. Construction guidelines are attached as Schedule "C".
- These construction guidelines for local roads also apply to oil and gas resource road construction on legal road allowances.

3. GENERAL

3.1. ROAD RECONSTRUCTION AND UPGRADING

- When reconstructing or upgrading an existing road, the county will replace all existing approaches. One approach per quarter section or naturally severed parcel will be constructed to meet the county standard 12-meter driving surface as per Policy 3203. All other existing approaches will be replaced at

the standard in existence prior to the reconstruction or upgrade.

3.2. NEW ROAD CONSTRUCTION APPROACHES

- See Approach Policy 3203

4. End of Policy

Related Policies: 3201 Road Construction
3203 Approach Construction
3205 Land Need and Acquisition

ADOPTED
Resolution #C190-03 Date: March 25, 2003

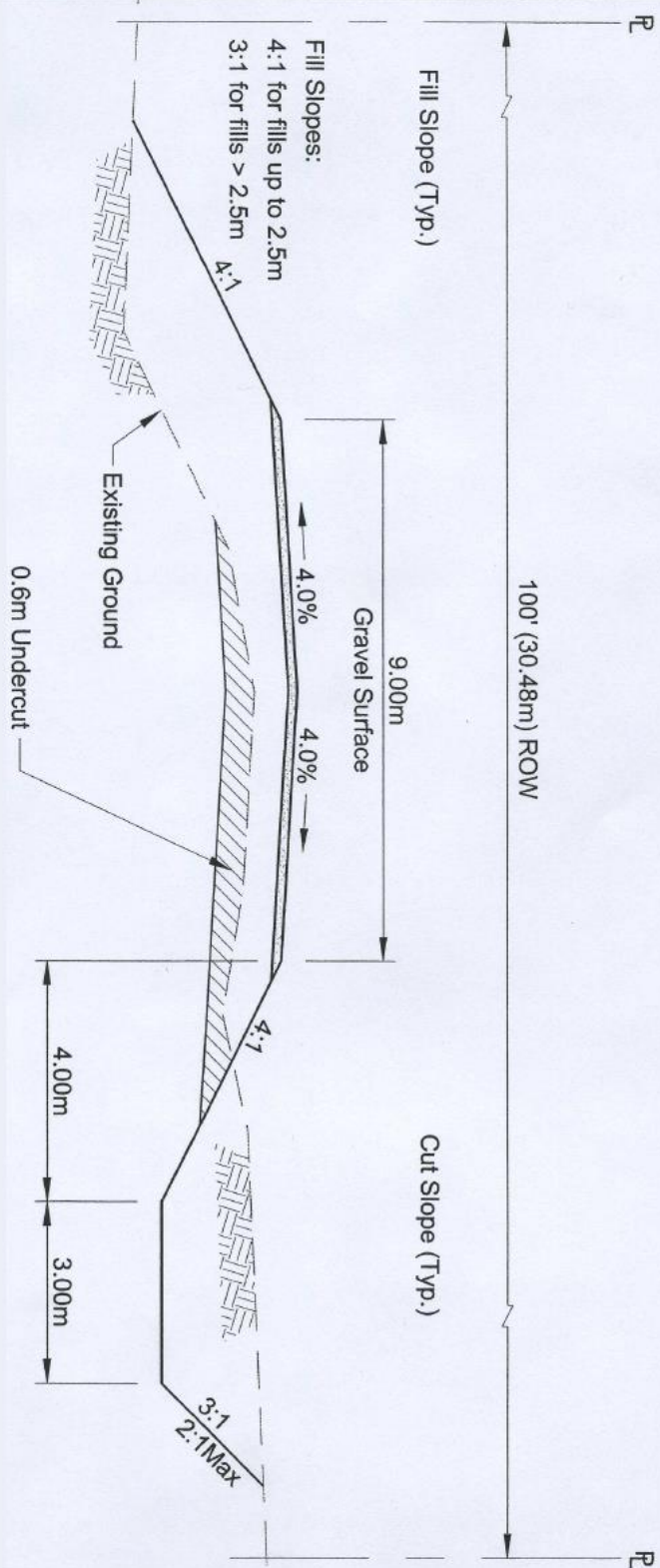
AMENDED
Resolution #C876-03 Date: November 25, 2003

AMENDED
Resolution #C154(03/13/07) Date: March 13, 2007

AMENDED
Resolution #C079 Date: January 26, 2010
(to reflect the change to Policy 3203-Approach Construction)

AMENDED
Resolution # C53-16 Date: June 14, 2016

Schedule "B"



ISL
Infrastructure Systems Ltd.

| | | |
|-----------|-------------------|------------------|
| SCALE: | Horiz. 1:100 | Vert. 1:50 |
| DRAWN: | K.G.R. | DATE: Dec. 11/03 |
| CHECKED: | B.M. | DATE: Apr. 26/04 |
| APPROVED: | DATE: | |
| DATE/DWG: | DEC '03 SDR03.DWG | |

Clear Hills County

MARKET ROAD CROSS SECTION

DETAIL No.
RSD03

6.0 Policy 3203 Approach Construction



Clear Hills County

| | |
|---|----------------------------|
| Effective Date February 28, 2023 | Policy Number: 3203 |
| Title: APPROACH CONSTRUCTION AND MAINTENANCE | |

1. Policy Statement

- 1.1. Clear Hills County will provide reasonable access from any developed County roadway to each existing adjacent property. With approval from the County, property owners are responsible for the development of additional accesses beyond those provided for by this policy, following County specifications and development standards.
- 1.2. Clear Hills County will maintain all County approaches.

2. Approaches to Existing County Roads

- 2.1 The County, upon request, agrees to supply every quarter section with one approach per ½ mile of road for field access and one approach per qualifying residences/dwellings **to a maximum of two residential approaches** on an existing County Road for residential access per quarter section (refer to 2.3 and 2.3.1). Approach construction guidelines are as per Schedule "A". With the exception of 2.1.1. See below:
 - 2.1.1 The County will construct an approach on each portion of a quarter section that is separated by a local forced road that has a registered road plan.
- 2.2 Should the landowner require an approach with the finished driving surface exceeding 12 meters the additional cost shall be borne by the landowner.
- 2.3 The County agrees to supply one approach for qualifying subdivisions that are the first parcel being subdivided from a quarter section.
 - 2.3.1 The Developer will be responsible for the construction of any approach to Clear Hills County standards that may be required for access to a subdivision that is not both a farmstead separation and the first parcel being subdivided from the balance of the quarter section. This approach will be considered the access to any residence/dwelling that may be constructed on that subdivision.
- 2.4 The County shall not supply approaches for industrial development and shall ensure that industrial approaches and access roads do not restrict landowner access in any way.
- 2.5 The County shall upgrade cement culverts in approaches within the County on a first come first served written request basis, within the budget requirements.
- 2.6 Upon receipt of written request, the County shall upgrade one approach per qualifying residence that is less than 12 meters, with priority given to approaches less than 10 meters, refer to 2.3 and 2.3.1.
- 2.7 Upon receipt of written request, the County shall upgrade one field access approach per ½ mile of road that is less than 12 meters, with priority given to approaches less than 10 meters.
- 2.8 Clear Hills County will maintain approaches that are built to County standards as

required to provide a reasonable driving surface.

3. End of Policy

ADOPTED

Resolution #C190-03

Date: March 25, 2003

AMENDED

Resolution #C876-03

Date: November 25, 2003

Resolution #C454

Date: May 9, 2006

Resolution #C981

Date: October 24, 2006

Resolution #C079

Date: January 26, 2010

Resolution #C276

Date: March 29, 2011

Resolution #C400

Date: May 10, 2011

Resolution #C735

Date: August 23, 2011

Resolution #C777

Date: November 27, 2012

Resolution #C792-14

Date: November 12, 2014

Resolution # C352-16

Date: June 14, 2016

Resolution # C049-18

Date: January 23, 2018

Resolution # C041-20

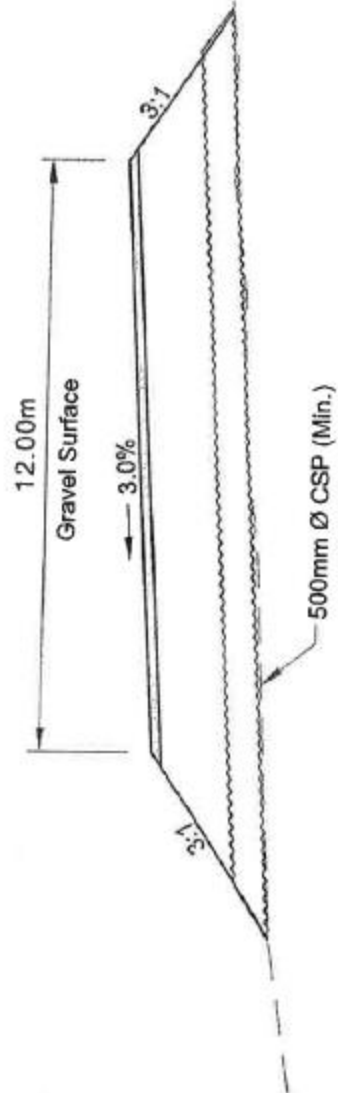
Date: January 14, 2020

Resolution # C119-23

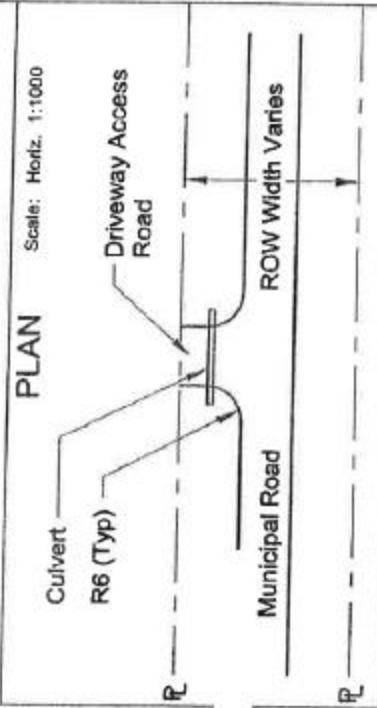
Date: February 28, 2023

CROSS SECTION DRIVEWAY ACCESS

Scale: Horiz. 1:100 Vert. 1:50



CLEAR HILLS COUNTY



7.0 Policy 3209 Backsloping



Clear Hills County

| | |
|--|----------------------------|
| Effective Date: November 25, 2003 | Policy Number: 3209 |
| Title: BACKSLOPING | |

1. Policy Statement

- 1.1. Clear Hills County will undertake backsloping projects to improve drainage or prevent erosion for the improvement and protection of our county road infrastructure.

2. Definitions

- 2.1. Backsloping: To clear, strip and regrade existing road allowances, excluding the road surface, in the area between the shoulder of the road and the right of way boundary.

3. Intent

- 3.1. To improve general road condition by improving drainage, shoulder definition, and the condition of the sideslopes and backslopes.
- 3.2. To maintain 3.1 side and backslopes, whenever possible.
- 3.3. It is NOT the intent of this procedure to regrade the road surface.

4. End of Policy

ADOPTED

Resolution #C190-03 Date: March 25, 2003

AMENDED

Resolution #C876-03 Date: November 25, 2003

8.0 Policy 3216 Gravel Road Maintenance Policy



Clear Hills County

| | |
|--|----------------------------|
| Effective Date: May 22, 2007 | Policy Number: 3216 |
| Title: GRAVEL ROAD MAINTENANCE POLICY | |

1. Policy Statement

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

2. General

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

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

3. End of Policy

ADOPTED

Resolution #C190-03

Date: March 25, 2003

AMENDED

Resolution #C876-03

Date: November 25, 2003

AMENDED

Resolution #C359(5/22/07)

Date: May 22, 2007

9.0 Policy 3221 Dust Control



Clear Hills County

| | |
|--|----------------------------|
| Effective Date: December 12, 2023 | Policy Number: 3221 |
| Title: DUST CONTROL | |

1. Policy Statement

- 1.1. Clear Hills County may apply dust control product on County roadways at locations identified as safety concerns and at locations for which a dust control application and fee have been received.
 - 1.1.1. Dust control product will be applied by Clear Hills County, Public Works Department, to identified road surfaces, upon completion of the application form by the resident/landowner or Oil Company and prepayment of the calculated fee. Scheduling of the work shall be subject to regular dust control program priorities, in combination with other requests, to maintain cost effectiveness
 - 1.1.2. Residents residing along a gravelled Secondary Highway will be eligible for the residential users dust control program, upon application and acceptance by Alberta Infrastructure and Transportation, however all regular maintenance will continue, as required.
 - 1.1.3. Clear Hills County does not guarantee the effectiveness of the dust control agent. Once the dust control agent has been applied, no refunds of the application fee will be made.
 - 1.1.4. Dust control strips shall be a minimum length of 100 meters of roadway surface. Requests for lengths of over 200 meters of roadway surface to be treated are subject to the discretion of the Public Works Manager. Application width is 6 meters on local roads and Secondary Highways.
 - 1.1.5. The application fee for each 100-meter section of roadway is set by Council annually.

Cost Structure

- Residential dust control application applied for by the land owner: 50% COUNTY / 50% APPLICANT: to a maximum of 200 meters.
- Industrial User dust control applications: 100% APPLICANT

2. Residential Application of Dust Control by County Residents

- 2.1. County residents will be allowed to apply their own dust control in front of their residence, but must notify Clear Hills County of their intent, prior to application.
- 2.2. All dust control products must be approved by Clear Hills County prior to application.
- 2.3. The road surface where dust control is to be applied must be graded to a regular driving surface prior to application.

- 2.4. The roadway where dust control is to be applied must be gravelled with County specification, if required, prior to application.
- 2.5. All associated costs for dust control application by County residents, will be the responsibility of the applicant. Including but not limited to grading, gravelling, product purchasing and application of the product.
- 2.6. Clear Hills County reserves the right to maintain the dust control areas of the roadway-if the driving surface becomes a safety hazard to the motoring public, or the integrity of the road is compromised and no longer meets County standards.

Definition(s):

Dust control- Dust control is the efforts to manage and or suppress roadway dust, not the elimination of roadway dust.

Forms/Schedules

Application for Roadway Dust Control

End of Policy

ADOPTED

Resolution #C190-03 Date: March 25, 2003

AMENDED

Resolution #C876-03 Date: November 25, 2003

AMENDED

Resolution #C600-13 Date: October 8, 2013

AMENDED

Resolution: #C625-16 Date: October 25, 2016

AMENDED

Resolution: # C290-19 Date: June 11, 2019

AMENDED

Resolution: # C699-23 Date: December 12, 2023

10.0 Policy 3222 Ice Control Policy



Clear Hills County

| | |
|--|----------------------------|
| Effective Date: November 25, 2003 | Policy Number: 3222 |
| Title: ICE CONTROL POLICY | |

1. Policy Statement

- 1.1. Clear Hills County will provide ice control services on surfaced roads on an as-needed basis during winter driving conditions.

2. Definitions

- 2.1. Surfaced: pavement, chip sealed, spec. crude and gravel combination.

3. End of Policy

ADOPTED

Resolution #C190-03 Date: March 25, 2003

AMENDED

Resolution #C876-03 Date: November 25, 2003

11.0 Policy 6304 Roadside Vegetation Control



Clear Hills County

| | |
|------------------------------------|-----------------------|
| Effective Date: August 17, 2016 | Policy Number 6304 |
| Title: ROADSIDE VEGETATION CONTROL | |

1. Policy Statement

- 1.1. Clear Hills County strives to maintain roadsides that have a high level of visibility, support adequate drainage, prevent weeds from spreading and are aesthetically acceptable.

2. Definitions

- 2.1. Roadside - that portion of the road allowance that extends from the edge of the driving surface to the adjacent property line.

3. Purpose

- 3.1. To provide direction to administration for the control of roadside vegetation in an environmentally safe, publicly acceptable and cost effective manner.

4. Responsibilities

4.1. Brushing

4.2. Public Works Manager will:

- 4.2.1. Provide council with an annual project plan to remove all brush from County roadsides.
- 4.2.2. Contract and/or operate equipment for clearing and mulching of trees and brush;
- 4.2.3. Provide follow up inspections to insure roads and roadsides are clear of brushing debris, stumps and mounds;
- 4.2.4. Obtain any necessary warranty work from contractors following the inspection of the completed job;
- 4.2.5. Seed suitable pasture seed mix, as required, to prevent erosion and weed competition;
- 4.2.6. Notify in writing landowners with property adjacent to the roadsides included in the annual brushing program plan prior to work commencing.

- 4.3. The County will provide a *Brushing Request* agreement (form B) to landowners, whereby:

4.3.1. The landowner agrees to allow the municipality to enter their land to brush outwards into the road ditches.

4.3.2. When landowners are requesting private land brushing or have brushed approximately 5 meters beyond the right of way and the brushing extends onto private land adjacent to road ditches, the vegetation will be controlled by spraying or mowing to control regrowth of brush and included as part of the agreement.

4.3.3. The County will be responsible for all surveying costs and staking of the work area which extends approximately 5 meters beyond the right of way.

4.4. Do Not Brush Backslope program

4.4.1. The Do Not Brush Backslope program is available for persons who want to retain the trees and brush on the backslope of the road allowance in front of their residence.

4.4.2. Landowners must request in writing for the County Brushing Program to leave the trees and brush on the backslope of the road allowance in front of their residence.

4.5. Spraying

4.5.1. The program will focus on brush control to prevent regrowth and vegetation as listed in the Weed Control Act of Alberta and/or plants designated by County by-law and are the same as the Agricultural Service Board expects the public to control.

4.5.2. Spraying will not occur adjacent to yard sites or known herbicide sensitive vegetation such as gardens or shelterbelts or within the legislated setback from water bodies and water sources.

4.5.3. Agricultural Services staff will:

4.5.4. Contract for and or apply herbicide to kill brush regrowth in the year following the brushing program.

4.5.5. Contractor for and or apply herbicide to Noxious & Prohibited Noxious weeds to prevent weed spread & weed seed propagation;

4.5.5.1. Select herbicide based on the following criteria:

4.5.5.2. Registered for use in Alberta

4.5.5.3. Registered for control of the target vegetation

4.5.5.4. Cost effectiveness

- 4.5.5.5. Suitability for site, application conditions and will not increase environmental foot print.

4.6. Do Not Spray Program:

- 4.6.1. The Do Not Spray program is available for persons who do not want the roadside adjacent to their property sprayed.
- 4.6.2. Landowners must complete and sign a Roadside Spraying form stating that they do not wish to have the road allowance adjacent to specific land locations sprayed,
- 4.6.3. Landowners accept full responsibility for weed and brush control within the stated road allowance.
- 4.6.4. Failure to control the weeds and brush in the current growing season will result in the County controlling the weeds and brush in accordance with this policy.

4.7. Mowing

4.7.1. Public Works Manager will:

- 4.7.1.1 Provide council with an annual project plan to mow County owned roadside ditches.
- 4.7.1.2 Contract and/or operate equipment to mow County owned roadside ditches.

4.7.2. Mowing operations will rotate throughout the County on an annual basis, as per the project plan approved by council, to ensure all roads are maintained as efficiently as possible.

4.7.3. Administration will prioritize the mowing of roads as follows:

- 4.7.3.1. Market Roads: first priority; annually mow to outside edge of road right-of-way (fence line to fence line).
- 4.7.3.2. Local roads: second priority; annually mow to outside edge of mowable road right-of-way (property line to property line).
- 4.7.3.3. All other roads: last priority; annually mow to outside edge of mowable road right-of-way (property line to property line) as needed for brush between 4 and 6 feet in height adjacent to road.

4.8. Mowing for Community Organizations

4.8.1. Clear Hills County offers to mow outfields and large grassed-in areas that are beyond the reasonable scope of riding and push lawn mowers for community not-for-profit organizations within the County, once annually in conjunction with the roadside mowing program.

4.8.1.1. Organizations requesting this service are required to sign a waiver annually protecting Clear Hills County, see attachment Schedule A.

4.8.1.2. Mowing of outfields and large grassed in areas that are beyond the reasonable scope of riding and push lawn mowers shall be completed subject to the conditions set out in Schedule A. In the event that the Public Works Manager or his representative determines that the area requested is too hazardous or difficult to mow the Organization will be notified that the area cannot be mowed.

4.9. Alternative Weed Control Methods

4.9.1. In Environmentally sensitive areas due to soil structure, native species sensitivity or where legislated setback from water bodies and water sources prevent the application of herbicides, mowing or brushing, Agricultural Services staff will implement alternative weed control methods such as hand picking or use of biological controls.

5. Fencing

5.1. Replacement fences will be constructed to the standard currently in place as per Fencing Policy 3206.

6. Reference to Legislation

6.1. Weed Control Act

7. Related Policies

7.1 Property Line Spraying Policy 6309

7.2 Policy 3206 Fencing

7.3 Current Bylaw - Schedule of Fees - Purchase of goods and services

8. End of Policy

ADOPTED: Resolution C262 (03/29/11)

AMENDED: Resolution C408 (05/10/11)

AMENDED: Resolution C262 (03/29/11)

AMENDED: Resolution C445 (07/23/13)

AMENDED: Resolution C190-14 (03/25/14)

AMENDED: Resolution C231-15 (04/28/15)

AMENDED: Resolution C466-16 (08/17/16)

12.0 Policy 3225 Bridges and Culverts



Clear Hills County

| | |
|--|----------------------------|
| Effective Date: November 25, 2003 | Policy Number: 3225 |
| Title: BRIDGES AND CULVERTS | |

1. Policy Statement

- 1.1. Clear Hills County will retain a qualified consulting engineer on an as-required basis for the construction, repair and maintenance of bridges and culverts for which the County is responsible.

2. End of Policy

ADOPTED

Resolution #C190-03 Date: March 25, 2003

AMENDED

Resolution #C876-03 Date: November 25, 2003

13.0 Policy 3226 Drainage Works and Culverts



Clear Hills County

Effective Date: **December 11, 2018**

Policy Number: **3226**

Title: **DRAINAGE WORKS AND CULVERTS**

1. Policy Statement

- 1.1. Clear Hills County will maintain drainage in its existing course while working within county road allowances.

2. End of Policy

ADOPTED

Resolution #C190-03 Date: March 25, 2003

AMENDED

Resolution #C876-03 Date: November 25, 2003

AMENDED

Resolution # C410-11 Date: May 10, 2011

AMENDED

Resolution # C622-18 Date: December 11, 2018

14.0 Map

