



County of Wetaskiwin

Request for Proposal  
Roadside Mowing Services

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# COUNTY OF WETASKIWIN # 10

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## INSTRUCTIONS TO PROPONENTS

### 1. INTRODUCTION

The County of Wetaskiwin is comprised of eight (8) hamlets, over 100 residential multi-lot subdivisions, and two (2) industrial and commercial business parks, spanning across forty-four (44) townships (in part or whole), for a total area of approximately 3,379 square kilometres.

### 2. PURPOSE

The County of Wetaskiwin is requesting Proposals for our **Roadside Mowing Services**. The term of the contract will be for the 2023 mowing season, with potential to extend for the 2024, and 2025 mowing seasons, which are July 15 until October 15 of each year. Through this Request for Proposal (RFP) the County of Wetaskiwin seeks to:

- a) Select the successful Contractor;
- b) Specify the requirements that would govern any resulting agreement(s); and
- c) Determine costs.

### 3. ISSUING OFFICE

Agricultural Services Department  
County of Wetaskiwin  
243019A Highway #13  
Wetaskiwin, AB T9A 2G5

Attention: Stephen Majek, Director of Agricultural Services  
E-mail: [smajek@county10.ca](mailto:smajek@county10.ca)

**\*All questions relating to this RFP are to be emailed.\***

### 4. COUNTY OF WETASKIWIN AUTHORIZED REPRESENTATIVES

The only persons who are or shall be authorized to speak or act for the County of Wetaskiwin concerning this RFP are those whose positions or names have been specifically designated under the above Issuing Office.

### 5. KEY DATES

Issue date of RFP	January 13, 2023
Deadline for Questions	February 2, 2023
Deadline for Issuing Addenda	February 7, 2023
Submission Deadline	Thursday, February 9, 2023 14:00:00 MST

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## 6. CLOSING DATE AND TIME

The sealed Proposal, signed and dated by the Contractor's authorized representative, must be received by the Issuing Office by registered mail, courier, or hand delivery, no later than **14:00:00 Local Time on Thursday, February 9, 2023 and marked:**

**"Request for Proposals:  
Roadside Mowing Services"**

**Attention: Agricultural Services  
County of Wetaskiwin  
243019A Highway # 13  
Box 6960  
Wetaskiwin, AB T9A 2G5**

All Proposals shall be dated and time-stamped upon receipt by the Issuing Office. In the case of a date and/or time dispute, the Issuing Office's date and time clock will govern.

***Any Proposals received after the deadline date and time will not be considered.***

## 7. PROPOSALS

Each Proposal shall contain the original paper copy, with original signatures. If the Proposal is a Joint Proposal by more than one Contractor, the Proposal must be submitted as a coordinated package with a primary Contractor identified. The County of Wetaskiwin reserves the right to reject any or all Proposals if the Proposals do not meet the requirements of this RFP. All costs incurred by Contractors in responding to this RFP are solely to the Contractor's account. Under no circumstances, including the cancellation of this RFP and/or the decision not to proceed with the RFP process, will the County of Wetaskiwin be liable for any costs incurred by the interested Contractors. Furthermore, in no way will this document suggest or constitute a contractual arrangement between the Contractors and the County of Wetaskiwin.

Contractors are expected to be familiar with the work area. The County of Wetaskiwin has made every attempt to provide all the necessary information in the Schedules. However, independent site visits to some, or all, of the mowing locations, may be valuable depending on the Contractor's familiarity with the area. Any quantities displayed or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Contractors the general scale and scope of the Deliverables. It is the Contractor's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

The Contractor's Proposal and all supporting information become the property of the County of Wetaskiwin and will not be returned.

Contractors may amend their Proposal before the Submission Deadline by submitting the amendment in the same manner as the original submission instructions above in a sealed package prominently marked

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with the RFP title and number and the full legal name and return address of the Contractor to the location set out above. Any amendment should highlight which part of the quotation the amendment is intended to amend or replace.

At any time through the RFP process until the execution of a written agreement for the provision of the Deliverables, a Contractor may withdraw a submitted Proposal. To withdraw a Proposal, the Contractor must deliver a signed notice of withdrawal to the RFP Issuing Office prior to the deadline.

## 8. BID and PERFORMANCE SURETY

### 8.1 Bid Security

A bid security deposit of \$500.00 (five hundred dollars) **must accompany the bid submission**. This must be in the form of a certified cheque. It will be held during the evaluation period and returned once:

- The contract is awarded: or
- The County of Wetaskiwin has decided not to award the RFP.

Proposals withdrawn after the RFP closing will not be eligible to receive the submitted bid security.

### 8.2 Contract Performance Surety

Once the contract is awarded, the successful vendor will be asked to supply a contract performance surety, before contracts are signed, for **\$10,000.00 (ten thousand dollars)** in the form of a certified cheque, which will be deposited in a holding account for the duration of the contract. Once the contract is finished and provided nothing is outstanding concerning the work, and all Quality Assurance/Quality Control measures are complete to the satisfaction of the County, the Contractor must send a written request to the County requesting the release of the performance surety, at which point the money will be returned to the Contractor.

## 9. APPENDICES

- A. General Conditions
- B. Special Conditions
- C. Terms of Reference: Specifications

## 10. SCHEDULES

- Schedule A. Proposed 2023 Roadside Mowing Bid Proposal Summaries
- Schedule B. Proposed 2024 Roadside Mowing Bid Proposal Summaries
- Schedule C. Proposed 2025 Roadside Mowing Bid Proposal Summaries
- Schedule D. Annual Timeline Example
- Schedule E. County of Wetaskiwin Mowing Map
- Schedule F. Example of Service Agreement

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## APPENDIX A

### GENERAL CONDITIONS

#### 1. SUBMISSION OF PROPOSAL

**1.1.** All communications regarding this Request for Proposal shall be sent to the Issuing Office. The County of Wetaskiwin will assume no responsibility for oral instructions or suggestions. Should the Contractor find discrepancies in, omissions from the specifications, or should the Contractor be in doubt as to their meaning, the Contractor shall notify the Issuing Office, by writing or email, who may, if necessary, send written addenda to all Contractors.

**1.2.** If space provided for submission of the Proposal is insufficient, extra sheets may be attached. All such sheets shall be identified by the Contractor as being part of the Proposal submission.

**1.3.** Contractors are advised that all the Instructions to Proponents and General Conditions of Proposal, as may be supplemented herewith, must be strictly complied with. Failure to do so either in whole or in part may invalidate the Proposal submitted.

#### 2. PROPOSAL CLOSING DATE

**2.1.** To be considered, all Proposals must be received by Issuing Office by the Closing Time stated and at the location listed in the Instructions of this Request for Proposal.

#### 3. PROPOSAL PRICES

**3.1** Only firm prices will be considered unless otherwise stipulated and if a Proposal is accepted, the successful Contractor may make no variation on any quoted price except for changes due to increase or decrease of eligible governmental taxes, duties, or transportation tariffs.

**3.2.** Prices quoted shall be in Canadian Currency. If not stated otherwise, the County of Wetaskiwin shall assume prices quoted are in Canadian funds.

**3.3.** In case of an error in calculation, unit prices offered will apply.

#### 4. GOODS AND SERVICES TAX AND CUSTOMS DUTY

**4.1.** The successful Contractor agrees that all Canadian G.S.T. and/or Customs, Duty entitlements provided by the *Excise Tax Act* and/or Customs/Tariff Acts and Tax or Custom Duty rate decreases and/or exemptions resulting from amendments, re-classifications, remissions, or clarifications thereof

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on tax and/or duty-included goods and materials, whether recognized or not at the time of award, shall be passed on to the County of Wetaskiwin.

## 5. INDEMNIFICATION

5.1. The Contractor hereby indemnifies and saves harmless the County from and against all claims, losses, damages, suits, proceedings, actions and costs, including costs of a solicitor and his own client basis, arising out of or related to the Contractor's performance or non-performance of the Services or the Contractor's activities related thereto, including improper acts and delays. Such indemnifications shall survive the expiry or termination of this Agreement. The County and the Contractor further agree that the County shall not be liable or responsible for any bodily or personal injury or property damages of any nature or kind whatsoever that may be suffered or sustained by the Contractor, or its employees, agents or representatives in the performance of this Agreement.

## 6. COMMITMENT

6.1. Contractors are advised that no commitment shall exist under this Request for Proposal until the successful Contractor receives official written confirmation from the Issuing Office.

## 7. ACCEPTANCE OR REJECTION

7.1. The County of Wetaskiwin reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which:

- a. Is incomplete, obscure, irregular, or unrealistic;
- b. Has erasures or corrections;
- c. Omits a price on any one or more items in any Schedule; or
- d. Fails to complete the information required in any Schedule or tabulation.

7.2. A Proposal may be rejected based on the Contractor's past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and Municipal Legislation. As it is the purpose of the County of Wetaskiwin to obtain a Proposal most suitable to the interests of the County of Wetaskiwin and what it wishes to accomplish, the County of Wetaskiwin reserves the right to accept or reject any or all Proposals and to waive any irregularities or insufficiency or non-compliance in any Proposal submitted. The County of Wetaskiwin reserves the right to accept the Proposal which is deemed most favourable to the interest of the County of Wetaskiwin.

## 8. ASSIGNMENT OF CONTRACT

8.1. Any resulting contract from this Proposal shall not be assigned or transferred in any manner whatsoever without the prior written permission from the Issuing Office, the County of Wetaskiwin.

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## 9. FREEDOM OF INFORMATION AND PRIVACY ACT (FOIP)

**9.1.** The County of Wetaskiwin acknowledges that each Proposal may contain information such as a Contractor's trade secrets or commercial, financial, labour relations, scientific, or technical information of or about a Contractor. The County of Wetaskiwin acknowledges and agrees that Proposals in response to this Request for Proposal are provided in confidence and protected from disclosure to the extent permitted under law. The County of Wetaskiwin is bound by the *Freedom of Information and Privacy Act* (Alberta) and all documents submitted to the County of Wetaskiwin will be subject to this protection and all disclosure provisions of this legislation.

## 10. VENDOR PERFORMANCE

**10.1.** The successful Contractor shall be evaluated periodically throughout the contract period or at the end of the project as the case may be. All evaluations shall be shared with the Contractor, with the goal of immediate and permanent resolution where problems and concerns occur as contained within Appendix B – Special Conditions: 3 - Cancellation.

## 11. SAFETY PROGRAM

**11.1.** The County of Wetaskiwin is committed to the protection from accidental loss of all resources, including employees and physical assets. To this end, all Proponents are required to have in place, a maintained safety program acceptable to Alberta Labour, Occupational Health and Safety Division and a current Certificate of Recognition (COR) under their Partnership Program (Small Employers Certificate of Recognition (SECOR) also accepted). A copy of the valid COR or SECOR must be provided to the County of Wetaskiwin before a Notice of Award will be issued.

## 12. COST OF PREPARATION

**12.1.** Any cost incurred by the Contractor in the preparation of this Proposal shall be borne solely by the Contractor.

## 13. INTERVIEWS

**13.1.** The County of Wetaskiwin may invite a Contractor for an interview to address any questions or clarifications requested by the County of Wetaskiwin, without becoming obligated to seek further information or clarifications from any or all other Respondents. Contractors will be responsible for any costs associated with the preparation for and attendance at the interview to take place at a location requested by the County.

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## 14. PROPOSAL EVALUATION CRITERIA

14.1. Each proposal will be evaluated by the County of Wetaskiwin on the following criteria:

	<u>Weight</u>	<u>Scoring</u>
Costs as per Fee Structure	40%	0 – 40 pts
Equipment Capability	30%	0 – 30 pts
- 3 or more units preferred		
- Hydraulic offset (side-arm) mowers required		
- Newer units preferred		
Experience	30%	0 – 30 pts
- 3 references, mowing specific work		
- Municipal Government experience preferred		
- Previous Contract Mowing experience preferred		
<b>Total</b>	<b>100%</b>	<b>Possible 100 pts</b>



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## APPENDIX B

### SPECIAL CONDITIONS

#### 1. AWARD

The County of Wetaskiwin reserves the right to determine the winning Contractor, by considering the Proposal as a combination of Costs as per Fee Schedule, Equipment Capability, and Contractor Experience.

#### 2. VALIDITY

Contractors are advised that all offers must be valid for ninety (90) days from the time the Proposals are received until the contract is awarded.

#### 3. CANCELLATION

The County of Wetaskiwin reserves the right to cancel this complete Proposal, or any portion thereof, by giving fifteen (15) calendar days written notice to the successful Contractor(s), if the service provided by the successful Contractor(s), in the opinion of the Issuing Office, is unsatisfactory. In all cases, a notice of cancellation will be from the County of Wetaskiwin.

#### 4. SUBMITTING OF PROPOSAL DOCUMENTS

The Proposal documents must be returned in their original complete form, along with any signed addendums or additional information submitted to consider the Proposal complete.

#### 5. CURRENCY

All prices quoted must be for payment in **Canadian Funds**.

#### 6. ALTERNATE PROPOSAL SUBMISSIONS

The Contractor may choose to offer more than one (1) submission, but must mark the original offer as "ORIGINAL OFFER" and any other submissions must be identified as "ALTERNATE #1, ALTERNATE #2, etc. For these alternates to be considered, they must be in the County of Wetaskiwin's best interest and must fulfill or exceed the County of Wetaskiwin's requirements.

#### 7. STATUTES

The law applicable to this agreement shall be the law in force in the Province of Alberta. Without limiting the generality of the foregoing, the Contractor, its employees, and agents shall comply with every statute of Canada and of the Province of Alberta, and every regulation made under every such statute, which is or could apply to the Agreement, and shall similarly comply with every provision of every Bylaw or regulation of the County of Wetaskiwin applicable to the operations.

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## APPENDIX C

### TERMS OF REFERENCE

#### **1. GENERAL**

##### **1.1 Occupational Health and Safety**

The Contractor shall familiarize themselves, their Staff, and their Sub-Contractors with the terms of the *Occupational Health and Safety Act*. The Contractor must also develop and implement a safety program appropriate for work on the County of Wetaskiwin's Roadways. Documentation for that safety program shall be made available for review when requested by the County.

When the Contractor is administering a contract on behalf of the County, the Contractor assumes responsibilities as an agent of the County. The Contractor acknowledges that as defined in the *Occupational Health and Safety Act* and associated regulations, they may have responsibilities as either a prime contractor, employer, or worker, or assigning the responsibility of, as designated by the County.

##### **1.1.1 Work Site Hazard**

The Contractor has the responsibility to identify worksite hazards and shall develop operational occupational safety policies, procedures and plans that are specific to the work being performed to ensure the safety of workers, whether employed by the Contractor or Sub-Contractor(s). The impact on the public travelling through the site must be considered when developing these plans (if applicable). When requested by the County, the Contractor shall provide copies of these safety policies, procedures and plans before the commencement of the work, along with verification that they have been submitted to Alberta Labour and Occupational Health and Safety.

In cases of recognized imminent danger or when the Contractor fails to comply with safety orders issued by the County, an Authorized County Representative may order the cessation of the work until it is safe for the work to resume. The County's interpretation of the worksite hazard will be considered as final in all cases.

##### **1.1.2 Accident Investigation**

Should any accident involving workers occur during the work, the Contractor shall investigate the accident and provide the County with a report in a suitable format within seventy-two (72) hours of knowledge of the occurrence. If fatal or major accidents involving serious personal injury or major property damage occur, immediate notification of the incident should be made. The accident report will include a record of conditions at the time of the accident including a description of all pertinent information of the scene, as well as photos.

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## 1.1.3 Insurance Requirements

The Contractor shall carry Comprehensive or Commercial General Liability Insurance with limits of not less than \$2,000,000 inclusive per occurrence, and annual general aggregate, if any, of not less than \$5,000,000 against personal injury, bodily injury, and property damage; and

Automobile Liability insurance in an amount not less than \$2,000,000 on all vehicles owned operated, leased, or licensed in the name of the Contractor. All insurance policies held by the Contractor as they relate to this Agreement, shall not be altered in any material way, cancelled, or terminated until thirty (30) days after written notice of such change, cancellation or termination has been provided to the County.

***The Contractor shall provide to the County, a Certificate of Insurance showing evidence of all required insurance and including the County of Wetaskiwin as an Additional insured, at time of Contract execution.***

## 1.2 Certifications

### 1.2.1 Certificate of Recognition (COR) or Small Employee Certificate of Recognition (SECOR)

The Contractor shall provide the County with a copy of their COR/SECOR before a Notice of Award being issued. For Contractors who have not obtained their COR/SECOR, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable with your submission. **Certification must be obtained by May 1, 2023** or, in the case of an out-of-province Contractor, provide ACSA confirmation of equivalency status. Prospective Contractors which do not possess a COR/SECOR or TLC and wish to obtain information about obtaining a COR/SECOR or TLC, are advised to contact:

The Alberta Construction Safety Association

225 Parsons Road SW  
Edmonton, Alberta T6X 0W6  
Phone: (780) 453-3311 OR 1 800 661-2272  
Fax: (780) 455-1120 OR 1 877 441-0440  
E-Mail: [info@youracsa.ca](mailto:info@youracsa.ca)  
[www.youracsa.ca](http://www.youracsa.ca)

### 1.2.2 WCB

***The Contractor shall provide to the County, at time of Contract execution, written certification of current and appropriate coverage under the Workers' Compensation Act, R.S.A. 2000, c. W-15, through an account in good standing with the Alberta Workers' Compensation Board. The Contractor shall maintain this account in good standing throughout the term of this Agreement.***

The County of Wetaskiwin will confirm coverage online, before releasing any payment. ***Should coverage be denied, the County will hold payment until coverage can be confirmed.***

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## 2. PROPOSALS

Contractor's proposal shall include the following information:

### 2.1 Qualifications and Experience of the Firm

- Name, size, and description of the firm;
- Sub-Contractors required (if any);
- Location of the office and support offices and facilities;
- Previous experience of the firm related to the RFP being proposed by the County; and
- List of references – contact names and numbers.

### 2.2 Personnel

Qualifications, availability, and experience of key personnel assigned to the work, shall be described in Schedule A.

### 2.3 Equipment

A list of Equipment to be used for the Mowing with the make, model, year, and description, including cut width, shall be provided in Schedule A, Schedule B, and Schedule C.

### 2.4 Contractor Fees

#### 2.4.1 Per Unit Rate

The County will pay the contractor on a per-unit rate basis as indicated on Schedule A, Schedule B and Schedule C – Bid Summary, for work outlined in Schedule E – Mowing Maps and Schedule F – Service Agreement.

These rates will include all equipment, labour, transportation, fuel, and all other incidentals required to perform the work.

## 3. DELIVERABLES

### 3.1 Scope of Work

The work consists of cutting grass and light brush (up to 50mm stem diameter) on rural municipal range road and township road Right-of-Ways (ROWs) within the County of Wetaskiwin. The cut method to be performed is:

- Shoulder cuts (4-meter minimum) – measured in linear miles (single side)

### 3.2 Equipment Suitability

Mowing equipment should be sized accordingly to maximize the mowing efficiency of the areas to be cut. This detail should be described in the Equipment Detail in Schedule A. Mowing equipment working within

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the roadside right-of-way must be equipped with amber beacons and slow-moving vehicle (SMV) signage at a minimum.

### **3.3 Roadside Mowing Season**

Mowing season shall begin and end as per the Pre-Determined Mowing Season, which is approximately July 15 to October 15 of each year or as weather permits. The County of Wetaskiwin will have the flexibility to reasonably request an earlier start date or a later stop date, outside of the Pre-Determined Mowing Season, based on seasonal variations in growing conditions, from year to year.

The actual quantities of mowing may be greater or less than the quantities outlined in this Proposal Form. No claim will be made by the Contractor due to any variation between the quantities outlined in this Proposal Form and the actual quantities produced. Any additional units may be approved on a case-by-case basis.

### **3.4 Work Additions and Deletions**

The County of Wetaskiwin reserves the right to reasonably add and/or delete mowing areas from time to time and from season to season (machinery/ fair-weather roads). All changes will be done by adjusting the Per Unit Mowing Commitment. The County of Wetaskiwin will make the appropriate changes to Schedule A and provide them to the Contractor for reference.

Portions of work may be deleted to accommodate hay cutting permits or grazing permits issued to others.

### **3.5 Hours of Operation**

Mowing operations will only occur during daylight hours and no earlier than 7:00 am.

### **3.6 Monitoring/Measuring Equipment**

To receive timely status reports and for invoicing purposes, a GPS/software module will be installed into the mower tractor/PTO. The unit reports the tractor position which is used to determine linear distance cuts (shoulders).

The contractor is responsible for paying the installation of

- The GPS module to the tractor ignition;
- On/off switch to be wired to PTO/Hydraulic switch; and
- Returning the GPS/software equipment in good repair.

Additionally, the contractor will be responsible for providing each of their operators with a device capable of running windows programs and with cellular data capabilities (ex. cellular-enabled tablet or android smartphone). These devices are to be used by the operator to track progress, confirm property lines, receive advanced warnings of culvert locations, receive up-to-date information about any mowing changes, and serve as the primary hazard reporting/mapping tool.

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## 3.7 Mowing Quality

Shoulder cut mowing shall consist of cutting all vegetation 50 mm or less in stem diameter to a height of 150 mm as measured from the ground line. The cut area must be a minimum width of 4.0 metres measured from the shoulder of the road unless the slope of the ditch is steeper than 2:1 in which a 2.0-metre cut is acceptable (mown or trimmed depending on slope). **Mowing equipment must travel in the direction of traffic when completing shoulder cut operations. To achieve this level of quality, and due to the irregularity of the ditch slopes, side-arm mowers are required.**

Mowing shall be done in a manner that prevents debris from blowing onto a driving surface, driveway, walkway, path, garden, landscaped feature, etc. Mowing debris that accumulates on unwanted areas shall be swept/blown back onto appropriate grassed areas.

Mower debris deflection/safety guards must be maintained in good working condition and must be deployed (down) at all times during mowing operations.

The Contractor shall ensure that their operations do not cause rutting. Due care and attention should be made to wet conditions and soft areas. Any accidental soil damage is to be returned as close to original conditions as reasonably possible.

## 3.8 Garbage

It is expected that garbage will be present, from time-to-time, in the areas that are to be mowed. It shall be standard procedure that garbage will be reported to the Contractor's Foreman. Every effort must be taken to avoid striking items that would result in a negative aesthetic image or have negative environmental consequences. Should undue care and attention be discovered through the QA/QC or field inspection process, a \$500 (five hundred dollars) minimum penalty will be incurred for each occurrence. To limit future penalties, communication with the Contractor's Foreman of any such penalties will occur for corrective actions to take place.

## 3.9 Roadkill

Similar to encountering garbage, roadkill is to be reported to the Contractor's Foreman for proper reporting and follow-up attention.

## 3.10 Hazards/Obstacles/Obstructions

All hazards, obstacles, obstructions that prevent mowing operations, shoulder, and full ROW, are to be reported using the mowing software. By reporting these items additional crews can address these problems for finishing work to be completed, or for hazards to be removed. Mowing proximities as defined in Section 3.7 still apply.

## 3.11 Damages

The Contractor shall be responsible for all mailboxes, signs, fences, guardrails, culverts, or other objects including private property that are damaged in the course of operations. The Contractor shall also be

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responsible for any road damage caused by their equipment. The Contractor shall be responsible for repairing or covering the costs to repair damages caused by their equipment.

Damaged traffic signs (ex: stop, yield, crosshatch, etc.) must be reported to the County of Wetaskiwin **immediately**. Other damaged objects (ex: information signs, culvert markers) must be reported as soon as possible regardless of fault.

### **3.12 Invoicing**

The Contractor shall invoice the County on an area completion basis (as per Schedule B). No separate payment will be made for the preparation of invoices. Invoice information shall include the cumulative totals for units cut, as calculated by the software module.

***On the occasion that proper backup is not provided with submitted invoices, the County of Wetaskiwin reserves the right to withhold payment until the proper backup is provided.***

### **3.13 Deliverable Timelines**

Prior email communication between the Contractor's Foreman and the County of Wetaskiwin representative will establish firm deadlines for service progress. If satisfactory phase completion is not achieved by the agreed-upon deadline, a punitive sum of \$1,000 (one thousand dollars) per calendar day after the deadline may be deducted from the billed area invoice.

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## SCHEDULE A

### 2023 BID SUMMARY

#### BID ITEM

<u>Option</u>	<u>Description</u>	<u>Quantity Estimates</u>	<u>Unit Price (\$/unit)</u>	<u>Bid Total</u>
A.	4m Shoulder Cut (linear miles) Township and Range Roads west of Secondary Highway 795 to the West Boundary of the County (Map A of Schedule C on Page 21)	<u>Approx. 1,200</u>	\$ _____	\$ _____
B.	4m Shoulder Cut (linear miles) Township and Range Roads throughout the County (Map B of Schedule C on Page 21)	<u>Approx. 2,400</u>	\$ _____	\$ _____

**Notes:**

- The Per Linear Mile (single side) Quantities Estimate provided above (as per Schedules B), were determined at the time of writing the proposal. Actual quantities at the time of contract start are not deemed to be exact. These quantities are provided as close estimates to determine a Proposal Total. Reasonable fluctuations in quantities, both up and down, should be expected due to circumstances arising from an ever-changing County of Wetaskiwin land-base. Examples might be added areas due to new developments, new subdivisions, or reduced areas due to land lost from urban annexations.
- The County of Wetaskiwin will not guarantee a minimum or maximum quantity.
- Mowing rates shall be full compensation for all labour, equipment, tools, fuel, and incidentals necessary to do the work.



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## SCHEDULE B

### 2024 BID SUMMARY

#### BID ITEM

<u>Option</u>	<u>Description</u>	<u>Quantity Estimates</u>	<u>Unit Price (\$/unit)</u>	<u>Bid Total</u>
A.	4m Shoulder Cut (linear miles) Township and Range Roads west of Secondary Highway 795 to the West Boundary of the County (Map A of Schedule C on Page 21)	<u>Approx. 1,200</u>	<u>\$ _____</u>	<u>\$ _____</u>
B.	4m Shoulder Cut (linear miles) Township and Range Roads throughout the County (Map B of Schedule C on Page 21)	<u>Approx. 2,400</u>	<u>\$ _____</u>	<u>\$ _____</u>

#### Notes:

- The Per Linear Mile (single side) Quantities Estimate provided above (as per Schedules B), were determined at the time of writing the proposal. Actual quantities at the time of contract start are not deemed to be exact. These quantities are provided as close estimates to determine a Proposal Total. Reasonable fluctuations in quantities, both up and down, should be expected due to circumstances arising from an ever-changing County of Wetaskiwin land-base. Examples might be added areas due to new developments, new subdivisions, or reduced areas due to land lost from urban annexations.
- The County of Wetaskiwin will not guarantee a minimum or maximum quantity.
- Mowing rates shall be full compensation for all labour, equipment, tools, fuel, and incidentals necessary to do the work.

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## SCHEDULE C

### 2025 BID SUMMARY

#### BID ITEM

<u>Option</u>	<u>Description</u>	<u>Quantity Estimates</u>	<u>Unit Price (\$/unit)</u>	<u>Bid Total</u>
A.	4m Shoulder Cut (linear miles) Township and Range Roads west of Secondary Highway 795 to the West Boundary of the County (Map A of Schedule C on Page 21)	<u>Approx. 1,200</u>	\$ _____	\$ _____
B.	4m Shoulder Cut (linear miles) Township and Range Roads throughout the County (Map B of Schedule C on Page 21)	<u>Approx. 2,400</u>	\$ _____	\$ _____

#### Notes:

- The Per Linear Mile (single side) Quantities Estimate provided above (as per Schedules B), were determined at the time of writing the proposal. Actual quantities at the time of contract start are not deemed to be exact. These quantities are provided as close estimates to determine a Proposal Total. Reasonable fluctuations in quantities, both up and down, should be expected due to circumstances arising from an ever-changing County of Wetaskiwin land-base. Examples might be added areas due to new developments, new subdivisions, or reduced areas due to land lost from urban annexations.
- The County of Wetaskiwin will not guarantee a minimum or maximum quantity.
- Mowing rates shall be full compensation for all labour, equipment, tools, fuel, and incidentals necessary to do the work.

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## EQUIPMENT LIST

Please use the space and fields provided to describe the equipment to be used in the performance of this proposal including make, model, year, size, and condition of equipment (excellent, good, fair, poor). Include tractors, mowers, service, and support vehicles.

<u>Description of Equipment (4m Shoulder)</u>	<u>Condition</u>	<u>Hours</u>	<u>Age</u>	<u>Horsepower</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If additional space is required, please provide the information on an additional sheet labelled:  
*Equipment List*



# COUNTY OF WETASKIWIN # 10

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This Proposal has been completed by the authorized signing officer of the Bidder and effective as of the date first written below.

**Bidders Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

\_\_\_\_\_

**GST Registration Number:** \_\_\_\_\_

**Name of Signing Officer (Printed):** \_\_\_\_\_

**Capacity/Title of Signing Officer:** \_\_\_\_\_

**Signature of Signing Officer:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Primary Contact Information**

**Name (if different from Signing Officer):** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Please remember to include the supplemental information referenced below:

**WCB Provided** WCB # \_\_\_\_\_

**COR/SECOR Certificate enclosed**  
- Or a valid temporary letter of certification (certification required by May 1, 2023)  
- Or ACSA confirmation of equivalency status in another province

**Proof of Insurance**  
- Comprehensive or Commercial General Liability Insurance > \$2,000,000; and  
- Annual general aggregate of not less than \$5,000,000; and  
- Automobile Liability Insurance of not less than \$2,000,000 on all vehicles (leased/licensed)

**Bid Security enclosed (\$500 certified cheque)**

# COUNTY OF WETASKIWIN # 10

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## SCHEDULE D

### ANNUAL TIMELINE EXAMPLE

The following table outlines the estimated timeline for service delivery. Dates are approximate and will vary per growing season.

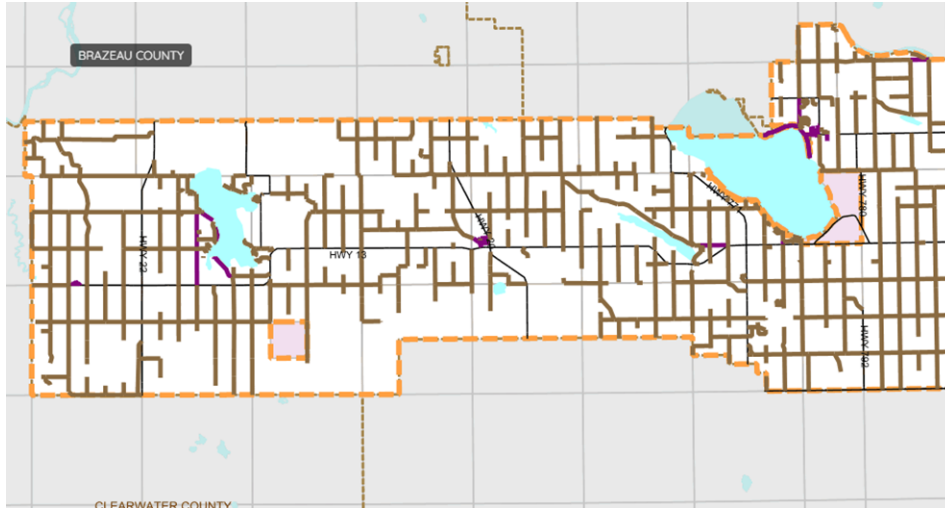
<b>Area Name</b>	<b>Target Date</b>	<b>Work Description</b>	<b>Workload</b>
Staging	July 26 - July 30	Equipment Prep, Software Install, Testing and Troubleshooting	
Mowing	Aug 2 - Oct 15	Shoulder Cut roads	<b>A. 1,200 linear miles</b> <b>B. 2,400 linear miles</b> (As per Schedule A, B, and C)

# COUNTY OF WETASKIWIN # 10

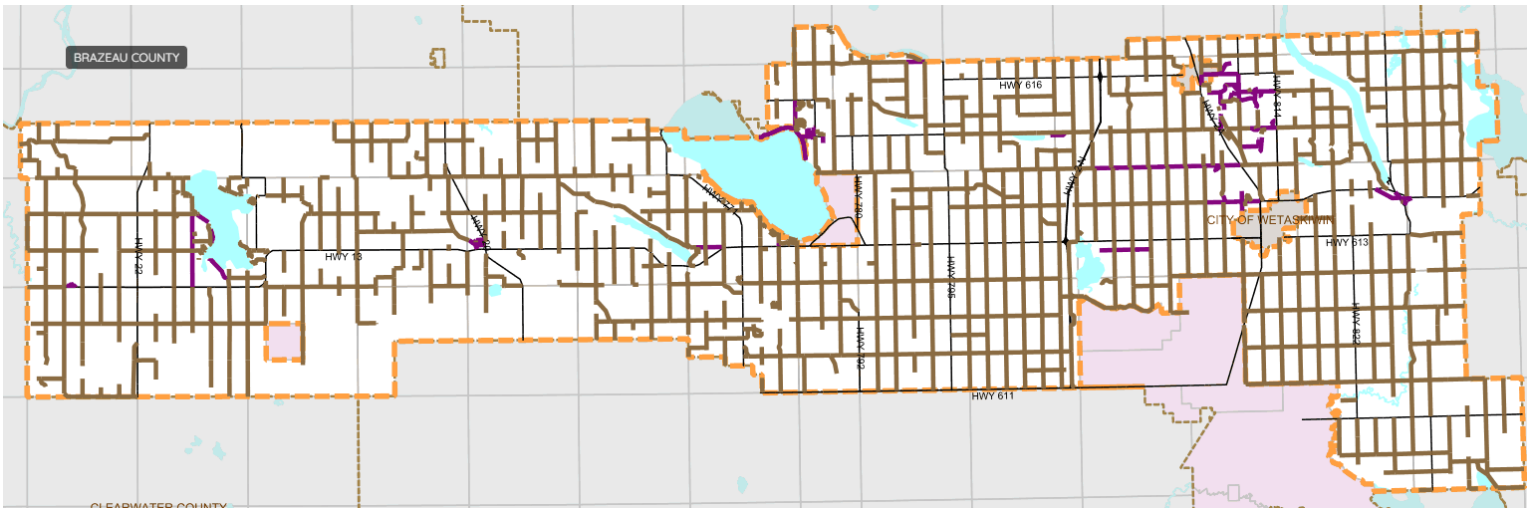
## SCHEDULE E

### MAP OF THE COUNTY OF WETAKSIWIN

- A. Township and Range Roads west of Secondary Highway 795 to the West Boundary of the County (approx. 1,200 miles).



- B. Township and Range Roads throughout the County (approx. 2,400 miles).



# COUNTY OF WETASKIWIN # 10

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## SCHEDULE F

### EXAMPLE OF SERVICE AGREEMENT

#### SERVICE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Between:

**The County of Wetaskiwin No. 10**

(A Municipal Corporation pursuant to  
the laws of the Province of Alberta)  
(the "Owner")

Of the first part  
-and-

\_\_\_\_\_  
(a body corporate pursuant to the  
laws of the Province of Alberta)  
(the "Contractor")

Of the second part

**WHEREAS** the Owner issued a Request for Proposal (RFP) and the Contractor has submitted a proposal to the Owner (the "Proposal") to provide Roadside Mowing Services, as more particularly set out herein (the "Services");

**AND WHEREAS** the Contractor has agreed to provide the Owner with the Services pursuant to this Agreement;

**AND WHEREAS** the Owner has agreed to compensate the Contractor for providing the Owner with the Services;



## COUNTY OF WETASKIWIN # 10

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**AND WHEREAS** the Owner and the Contractor wish to enter into a Service Agreement to govern their relationship;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and conditions herein contained and to be performed by the parties hereto, the parties agree as follows:

### **Retainer**

1. The Owner hereby engages the Contractor to provide the Owner with the Services and the Contractor hereby agrees to provide the Owner with the Services, in accordance with this Agreement.

### **Services**

**2. The Services shall include the following:**

- a) Those services requested by the Owner in its RFP (Roadside Mowing Services);
- b) Those services set out in the Proposal (which Proposal is incorporated by reference); and

3. The Contractor will perform the Services in an efficient and timely manner, as required by the Owner.

### **Term of Agreement**

**4. The term of this Agreement shall be for a period of one (1) year, with potential to extend a second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year commencing the 1<sup>st</sup> day of June 2023 and ending the 31<sup>st</sup> day of October.**

5. The Contractor shall provide Services that will not exceed the unit prices, as outlined in this Proposal, for a maximum estimated Contract value of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), exclusive of GST.

All unit costs to be expended above the Proposal values must have the prior written approval from the Owner.

6. Invoices will be accompanied by a report that shows the unit rate and related calculations for the month. Reporting requirements may change from time to time and the Contractor agrees to accommodate the Owner for any such request.

## COUNTY OF WETASKIWIN # 10

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7. The Contractor shall invoice the Owner, every month for that month. Invoice for rendered, approved services will be paid within thirty (30) days of receipt thereof, subject to Item 9 of the Service Agreement.

### **Certification**

8. Certificate of Recognition (COR) or Small Employee Certificate of Recognition (SECOR). The Contractor shall provide the County with a copy of their COR/SECOR before a Notice of Award being issued. For Contractors who have not obtained their COR/SECOR, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable with your submission; **Certification must be obtained by May 1, 2023** or in the case of an out-of-province Contractor, provide ACSA confirmation of equivalency status. Prospective Contractors which do not possess a COR/SECOR or TLC and wish to obtain information about obtaining a COR/SECOR or TLC, are advised to contact:

#### **The Alberta Construction Safety Association**

225 Parsons Road SW

Edmonton, Alberta T6X 0W6

Phone: (780) 453-3311 OR 1 800 661-2272

Fax: (780) 455-1120 OR 1 877 441-0440

E-Mail: [info@youracsa.ca](mailto:info@youracsa.ca)

[www.youracsa.ca](http://www.youracsa.ca)

9. The Contractor shall provide to the Owner, before the commencement of this Agreement, written certification of current and appropriate coverage under the *Workers' Compensation Act*, R.S.A. 2000, c. W-15, through an account in good standing with the Alberta Workers' Compensation Board. The Contractor shall maintain this account in good standing throughout the term of this Agreement. Confirmation of having an account in good standing is required and will be confirmed before the release of **any** payment.

### **Insurance and Liability**

10. The Contractor shall maintain and pay for insurance coverage which will be placed with insurers licensed in the Province of Alberta and be in a form acceptable to the

## COUNTY OF WETASKIWIN # 10

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Owner. The Contractor will provide to the Owner, acceptable evidence of all required insurance before the commencement of this Agreement.

11. The Contractor agrees to carry:

- a) Comprehensive or Commercial General Liability Insurance with limits of not less than \$2,000,000 inclusive per occurrence, and annual general aggregate, if any, of not less than \$5,000,000 against personal injury, bodily injury, and property damage; and
- b) Automobile Liability insurance in an amount not less than \$2,000,000 on all vehicles owned, operated or licensed in the name of the Contractor.

12. All insurance policies held by the Contractor as they relate to this Agreement, shall not be altered in any material way, cancelled, or terminated until thirty (30) days after written notice of such change, cancellation or termination has been provided to the Owner. The Contractor shall provide to the Owner, a Certificate of Insurance showing evidence of all required insurance and the County of Wetaskiwin as an Additional Named Insured, at time of Contract execution

### **Representations and Warranties**

13. The Contractor represents and warrants to the Owner that the Contractor, workers, and subcontractors have and will continue to retain during the term of this Agreement, the qualifications, approvals, expertise, skills, personnel, tools, equipment, vehicles, and all other things necessary or desirable to provide the Services per this Agreement and that the Services will be provided per the requirements and standards set out herein.

### **Indemnification**

14. The Contractor hereby indemnifies and saves harmless the Owner from and against all claims, losses, damages, suits, proceedings, actions, and costs, including costs on a solicitor and his own client basis, arising out of, or related to the Contractor's performance or non-performance of the Services or the Contractor's activities related thereto, including improper acts and delays. Such indemnifications shall survive the expiry or termination of this Agreement.

## COUNTY OF WETASKIWIN # 10

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15. The Owner and the Contractor further agree that the Owner shall not be liable or responsible for any bodily or personal injury or property damages of any nature or kind whatsoever that may be suffered or sustained by the Contractor, or its employees, agents, or representatives in the performance of this Agreement.

### **Reimbursement of Expenses**

16. The Contractor acknowledges and agrees that the Owner will not reimburse the Contractor for any expenses incurred by the Contractor in performing the Services, or any other obligations under this Agreement. The Contractor further acknowledges and agrees that the consideration provided for herein is the total consideration to be obtained by the Contractor and that all costs associated with providing the Services are included therein.

### **Termination**

17. This Agreement may be terminated as follows:
- a) In the event that the Contractor, in the reasonable opinion of the Owner, fails to perform its obligations according to this Agreement, the Owner may terminate this Agreement by giving the Contractor thirty (30) days notice in writing;
  - b) In the event that the Contractor, in the reasonable opinion of the Owner, becomes incapable of performing the Services, for any reason whatsoever, the Owner may terminate this Agreement upon providing the other party with ten (10) days' notice in writing; or
  - c) Either party may terminate this Agreement, for any reason, and without cause, by giving the other party ninety (90) days notice in writing.
18. Upon termination, the Contractor shall be entitled to submit an account for Services rendered up to and including the date of termination specified in the notice of termination. The Owner shall be obligated to pay for only those Services rendered up to and including the date of termination.
19. Notice of termination shall be effected by personal delivery to the other party or by Registered Mail addressed to the parties as follows:

To the Owner at: County of Wetaskiwin  
243019A Highway # 13 (Box 6960)  
Wetaskiwin, AB T9A 2G5  
Attention: Director of Agricultural Services

## COUNTY OF WETASKIWIN # 10

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and

To the Contractor at: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

### **Assignment**

20. This Agreement shall not be assigned, in whole or in part, by the Contractor without the prior written consent of the Owner. Neither shall the Contractor contract or subcontract any of the Services provided for herein, without first obtaining the written consent of the Owner.

### **Amendments**

21. The Owner and the Contractor may add to, delete, vary, or amend the terms of this Agreement by reciprocal written correspondence agreed to by both parties to that effect, and without the necessity of formally amending this Agreement. The Owner and the Contractor agree they will acknowledge receipt of all proposed and/or accepted written amendments to this Agreement from one another in writing within five (5) working days of receipt of any amendment.

### **Other Conditions**

22. The titles to the sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement.

23. The Owner and the Contractor agree that this Agreement expresses the whole of the Agreement between them, and no other terms, representations, conditions, or warranties are to be inferred or implied.

24. Notwithstanding any provision to the contrary in this Agreement, it is hereby agreed by the parties hereto that the representations, warranties, and continuing obligations contained herein shall survive the termination of this Agreement.

25. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Agreement shall, nevertheless, remain in full force and effect. No provision of this Agreement shall be deemed dependent on any other provision unless expressly so stated herein.

26. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns.

**COUNTY OF WETASKIWIN # 10**

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- 27. Should there be a disagreement or dispute between the Owner and the Contractor with respect to this Agreement, the same shall be referred to a single arbitrator according to the *Arbitration Act*, R.S.A. 2000, c. A-43, and the determination of such arbitrator shall be final and binding upon the parties hereto.
  
- 28. The Contractor acknowledges that the *Freedom of Information and Protection of Privacy Act*, R.S.A., 2000, c.F-25, applies to the information obtained and created under this Agreement and acknowledges that all correspondence, communications, reports, working papers, and other documentation relating to or arising out of the services to be provided hereunder are confidential and may only be disclosed by the Contractor with the express consent of the Owner, which consent may be arbitrarily withheld. The Contractor shall provide all such information to the Owner upon request.
  
- 29. In the case where there is a discrepancy between this Service Agreement and the Proposal, RFP, or any other supporting documents, this agreement shall prevail and hold to be true.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement the day and year first written above.

**COUNTY OF WETASKIWIN**  
**(Corporate Seal)**

**CONTRACTOR**  
**(Corporate Seal)**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_