

**INVITATION TO TENDER**  
**for the**  
**Supply, Crush and Stockpiling of Gravel**  
**for the Southwest Area of Flagstaff County**  
**CR-02-2024**



SEALED TENDERS marked “**CR-02-2024 SOUTHWEST AREA CRUSHING TENDER**” will be received until **11:00:00 a.m. MST on Wednesday, March 27<sup>th</sup>, 2024, at the FLAGSTAFF COUNTY (main reception desk) office, 12435 TWP RD 442, Sedgewick, AB T0B 4C0.**

Tender opening will follow immediately after tender closing. Any submission, revision or modification made by facsimile to the Flagstaff County office will not be considered.

1. The WORK to be undertaken generally involves, but is not necessarily limited to:  
  
Supplying, Crushing and stockpiling of approximately 50,000 tonne of 4:20 modified spec. gravel (95% material must pass through a 20,000mm screen, 100% must pass through a 7/8” screen) for the purpose of providing gravel for the Southwest Area of Flagstaff County.
2. The WORK is to commence any time after July 18<sup>th</sup>, 2024, and is to be completed by October 31<sup>st</sup>, 2024.
3. The tender documents for the Project can be obtained on the **ALBERTA PURCHASING CONNECTION Procurement Site** or at the **FLAGSTAFF COUNTY website** at [www.flagstaff.ab.ca/opportunities/tenders](http://www.flagstaff.ab.ca/opportunities/tenders).
4. Tenders must be accompanied by the following:
  - a. Bank Draft or Bid Bond in the amount of Ten Percent (10%) of the Tender Price, made payable to FLAGSTAFF COUNTY.
  - b. Certificate of Insurance
  - c. Letter of account from the Worker’s Compensation Board
  - d. Certificate of Recognition (“C.O.R.”) or Small Employer Certificate of Recognition (“S.E.C.O.R.”).
  - e. Silica Code of Practice
  - f. Respirator Code of Practice
5. All inquiries regarding the technical aspects of the specifications and tender for the Work shall be directed to:

**John Guhle, Field Coordinator – Gravel**  
**FLAGSTAFF COUNTY**  
**Phone: (780) 390-0321**  
**Email: [jguhle@flagstaff.ab.ca](mailto:jguhle@flagstaff.ab.ca)**

6. Submission of a tender by a Bidder gives the COUNTY the right to require the Bidder to execute the contract to perform the Work as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the COUNTY for a period of sixty (60) days following the end of the day of the Tender Closing. The Successful Bidder will be notified in writing of the award of the Tender when the COUNTY delivers a letter of intent to the Successful Bidder.



**INSTRUCTIONS TO TENDERERS**  
for the  
Supply, Crush and Stockpile of Gravel for the  
Southwest Area of Flagstaff County  
**CR-02-2024**

**TENDERS WILL BE RECEIVED AT:**

**FLAGSTAFF COUNTY, ADMINISTRATION BUILDING  
12435 TWP RD 442  
SEDGEWICK, AB T0B 4C0**

**ISSUE DATE OF THE TENDER  
ITT SUBMISSION DEADLINE  
PUBLIC OPENING**

**FRIDAY, MARCH 1ST, 2024  
WEDNESDAY, MARCH 27TH, 2024, 11:00:00A.M. MST  
IMMEDIATELY AFTER TENDER SUBMISSION DEADLINE**

**RESPONSE TO THIS INVITATION TO TENDER (ITT) MUST BE SUBMITTED TO THE  
FLAGSTAFF COUNTY ADMINISTRATION BUILDING IN A SEALED ENVELOPE MARKED  
“CR-02-2024 SOUTHWEST AREA CRUSHING TENDER”**

**PLEASE CONTACT THE FOLLOWING FOR ANY QUESTIONS/INQUIRIES:**

**JOHN GUHLE, FIELD COORDINATOR – GRAVEL  
OFFICE: (780) 384-4100  
CELL: (780) 390-0321  
EMAIL: JGUHLE@FLAGSTAFF.AB.CA**

# INSTRUCTIONS TO TENDERERS

## 1 BACKGROUND

- 1.1 The Flagstaff County (the "County") is seeking tenders for **Supply, Crush and Stockpiling of Gravel** (the "Work").

The Work to be undertaken generally involves, but is not necessarily limited to: Supplying, crushing and stockpiling of approximately:

- 50,000 tonne of 4:20 modified spec. gravel (95% material must pass through a 20,000mm screen, 100% must pass through at 7/8" screen); for the purpose of supplying gravel to the Southwest Area of Flagstaff County.

- 1.2 The County will receive sealed tenders until **11:00:00 a.m. MST on Wednesday, March 27<sup>th</sup>, 2024** ("Tender Closing"). Faxed and/or Emailed tenders **will not** be accepted and will be returned to the Tenderer.

## 2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the County in a sealed envelope clearly marked with the Tenderer's name, address and tender number. The sealed envelope containing the Tender shall be delivered before the Tender Closing to the **Flagstaff County' main reception desk** in accordance with the Invitation to Tender and the Instructions to Tenderers at:

**FLAGSTAFF COUNTY, ADMINISTRATION OFFICE  
12435 TWP RD 442  
SEdgeWICK, AB T0B 4C0**

- 2.2 In the event of a dispute or issue about whether a tender complies with the Instructions to Tenderers, the County reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a tender does not in any way constitute an admission by the County as to the compliance, or not, of the subject tender.

## 3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be written in words as well as figures and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the "Tender Sum"). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, the County shall be entitled to accept a Tender in such form as the County in its sole and unfettered discretion deems acceptable

irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.

- 3.3 The County shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.
- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by **John Guhle, Field Coordinator - Gravel** of the County prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the County in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

#### 4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to the County will be subject to the protection and disclosure provisions of Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

## 5 TENDER DOCUMENTS

### 5.1 The documents for the Tender are:

- Invitation to Tender
- Instructions to Tenderers
- Appendices as follows:
  - Tender Form
- Contract
  - Appendix “A” – General Specifications to Contract
  - Appendix “B” – Stockpile Lease Agreement

(hereinafter collectively referred to as the “Tender Documents”)

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

## 6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the County at least 10 calendar days prior to the Tender Closing. Where necessary the County shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.
- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, the County shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the County shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the County, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

## 7 ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the County nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Tenderers.

## 8 TENDER

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by the County and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
  - 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and
  - 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
  - 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
  - 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
  - 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

## 9 TENDER DEPOSIT

- 9.1 The Tenderer is required to submit with its Tender, a Consent of Surety and a Bid Bond in a form acceptable to the County, or in lieu of a Bid Bond, a Tenderer may submit, along with a Consent of Surety, a certified cheque or an irrevocable letter of credit in favour of the County equal to 10% of the Tender Sum as a guarantee that, if awarded the contract for the Work, the Tenderer will execute a contract.

- 9.2 The Bid Bonds, certified cheques or irrevocable letters of credit of the unsuccessful Tenderers shall be returned as soon as possible after the Contract has been duly executed by the Successful Tenderer.
- 9.3 The County will not pay any interest on money furnished as security.
- 9.4 The Bid Bond and Consent of Surety shall be issued by a Surety Company licensed in the Province of Alberta and satisfactory to the County.

## 10 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

- 10.1 The Successful Tenderer shall be required to furnish at its own expense a Performance Bond and Labour and Materials Payment Bond. For the purposes of this Article, both of these bonds shall be referred to as the "Bonds".
- 10.2 The Performance Bond shall guarantee the faithful performance of the Contract, and in default thereof, shall protect the County against any losses or damage arising by reason of failure of the Successful Tenderer to faithfully perform the Contract.
- 10.3 The Bonds are to be issued by a Surety Company licensed in the Province of Alberta and satisfactory to the County in the amount of 50% of the Contract Price.
- 10.4 The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Contract.
- 10.5 The Bonds shall be in the form set out in the Tender Documents or in such other form as may be acceptable to the County.
- 10.6 The County may consider alternate forms of security in lieu of the Bonds. The Tenderer shall make known any alternative form of security it wishes the County to consider and obtain the County's approval prior to submitting a Tender.
- 10.7 The Successful Tenderer shall provide all required Bonds to the County no later than 10 working days after receipt of the Letter of Intent from the County provided in accordance with Article 16.
- 10.8 The Successful Tenderer shall supply all required Bonds before any Work is undertaken by the Successful Tenderer.
- 10.9 No payment shall be made by the County to the Successful Tenderer for any of the Work performed by the Successful Tenderer until the required Bonds have been provided.

## 11 INSURANCE

- 11.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker certifying that the required insurance will be issued to the Tenderer if the Tenderer is the Successful Tenderer.



- 11.2 The Successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 11.3 The Successful Tenderer shall provide all required insurance to the County no later than 10 working days after receipt of a Letter of Intent from the County provided in accordance with Article 16.

## 12 COMMENCEMENT AND COMPLETION OF WORK

- 12.1 The WORK is to commence any time after **July 18<sup>th</sup>, 2024**, and is to be completed by **October 31<sup>st</sup>, 2024**.

## 13 SITE CONDITIONS

- 13.1 The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:
  - a) the nature of the Work;
  - b) the location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
  - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
  - d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
  - e) the magnitude of the work required to execute and complete the Work.
- 13.2 The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. The County is not responsible for undertaking any investigations to assist the Tenderer. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The County and the County's Consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Tender Information. Tenderers who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.
- 13.3 The Tenderer's obligation to become familiar with the information described in Article 13.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the tendering process. Any technical reports so provided are for information only and neither the County nor the County's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that the County, the County's

Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by the County, the County's Consultants or their representatives.

#### 14 PRIME COST AND CONTINGENCY SUMS

- 14.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

#### 15 PERMITS AND INSPECTIONS

- 15.1 The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

#### 16 SUCCESSFUL TENDERER

- 16.1 Award of Contract by the County occurs once the Tenderer receives a Letter of Intent duly executed by **Darrell Szott, Municipal Services Director**, of the County after **Darrell Szott, Municipal Services Director**, has been duly and legally authorized by the County to send such Letter of Intent.
- 16.2 Following the receipt of the Letter of Intent, the Successful Tenderer shall provide the Performance Bond and Labour and Material Payment Bond within the time required in Article 10.7. The Successful Tenderer shall also provide a Certificate of Insurance unless previously provided.
- 16.2.1 Upon the Successful Tenderer complying with the requirements of both Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be returned to the Successful Tenderer.
- 16.2.2 If the Successful Tenderer fails to comply with either or both of the requirements of Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be forfeited to the County as compensation for damages the County may suffer.
- 16.3 The forfeiture of a Successful Tenderer's certified cheque or Bid Bond or irrevocable letter of credit shall not be construed as a waiver of any rights or remedies which the County may have against such Tenderer for loss or damages incurred or suffered in excess of the amount of such certified cheque or Bid Bond or irrevocable letter of credit.
- 16.4 Within 10 working days of receipt of the Contract from the County, the Successful Tenderer shall duly execute the Contract and return the Contract to the County.
- 16.5 Within 10 working days of receipt of a Letter of Intent in accordance with Article 16.1, the Successful Tenderer shall submit a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.

## 17 TENDER EVALUATION CRITERIA

17.1 Each Tender will be evaluated on the basis of the criteria listed below and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criterion as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that the County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

17.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criterion are as follows:

|   |                         |
|---|-------------------------|
| <b>1. Price</b>                                 | <b>30 points</b>        |
| <b>2. Distance to Flagstaff County Boundary</b> | <b>30 points</b>        |
| <b>3. Personnel</b>                             | <b>10 points</b>        |
| <b>4. References</b>                            | <b><u>30 points</u></b> |
| <b>Total Points</b>                             | <b>100 points</b>       |

A detailed description of each criteria is noted in the Tender Form.

## 18 WORKERS' COMPENSATION

18.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Alberta. This letter is to be current and not dated 14 calendar days prior to the Tender Closing.

18.2 The Tenderers who do not have an account with the Workers' Compensation Board- Alberta shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.

18.3 If the Tenderer is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Tenderer acknowledges that

18.3.1 the County is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and

18.3.2 the Deeming Order states that all of the Tenderer's employees, directors, proprietors, partners or employees are deemed to be County employees for the purposes of the WCB Act while performing work for the County; and

18.3.3 the effect of the Deeming Order is that the Tenderer's employees, directors, proprietors and partners who are injured while performing work for the County under the Contract, have no right to sue anyone and are limited to a claim under the WCB Act.

18.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.

18.5 The County will reject any Tender which fails to comply with the provisions set out in Article 18.

## 19 REGISTRATION

19.1 Prior to commencing the Work, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the County to forthwith terminate the Contract without compensation.

## 20 TENDERERS RIGHT TO THE GRAVEL

20.1 If the Tenderer is not the legal owner of the lands from which the gravel will be extracted and stockpiled, the Tenderer is required to provide to the County the legal landowner's written acknowledgement and consent to the County's purchase and ownership of the gravel and acknowledge that the Tenderer is in good standing with the landowner regarding their underlying royalty and mining/storage agreements.

## 21 TENDERS EXCEEDING BUDGET

21.1 In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount the County has budgeted for the Work, the County may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the County, has submitted the most advantageous Tender.

21.2 Each Tenderer acknowledges and agrees that the County has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the County, that the County has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 17 Tender Evaluation Criteria.

21.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the County may pursue under Article 20.1 and 20.2 herein.

21.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the County negotiates with the Tenderer who has submitted the Tender considered most advantageous to the County:

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

21.4.2 In particular, the County's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

21.4.3 The County will not attempt to obtain a lower price for the same work that the Tenderer originally bid on but may attempt to obtain a lower price for an altered scope of work. In no event will the County be obliged to disclose the amount budgeted for the Work.

## 22 CERTIFICATE OF RECOGNITION ("C.O.R.") or SMALL EMPLOYER CERTIFICATE OF RECOGNITION (S.E.C.O.R.) SAFETY PROGRAM REQUIREMENT

22.1 Unless otherwise stated, Tenders will only be considered when the Tenderer, prior to Tender Closing, has either full certification in the Alberta Labour approved Certificate of Recognition ("C.O.R.") or Small Employer Certificate of Recognition (S.E.C.O.R.) Program appropriate to their industry or a temporary letter of certification issued by the Alberta Construction Safety Association or other appropriate industry association.

22.2 Certification shall be evident by inclusion of the Tenderers name on the Alberta Construction Safety Association ("A.C.S.A.") C.O.R. or S.E.C.O.R. certification list current at the Tender Closing, or submission of a copy of the Alberta Labour Certificate of Recognition or a temporary letter of certification with the Tender.

22.3 The County will assume no liability for the non-inclusion of any Tenderer on the A.C.S.A. C.O.R. or S.E.C.O.R. certification lists for any reason whatsoever.

22.4 The County reserves the right to terminate the Contract during the course of which the Contractor is decertified from the C.O.R. or S.E.C.O.R. program or has their temporary letter of certification expire.

22.5 The County will reject any Tender which fails to comply with the provisions set out in Article 21.

## 23 CANADIAN FREE TRADE AGREEMENT AND NEW WEST PARTNERSHIP TRADE AGREEMENT

23.1 The provisions of the Canadian Free Trade Agreement, Part III, Chapter 5 - Procurement, ("CFTA") and the New West Partnership Trade Agreement ("NWPTA") apply to this Tender.

## 24 ACCEPTANCE OR REJECTION OF TENDERS

24.1 As it is the purpose of the County to obtain the Tender most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Tender Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which

- a) is incomplete, obscure, irregular or unrealistic;
- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
- c) has erasures or corrections;
- d) omits a price on any one or more items in the Tender;

- e) fails to complete the information required in the Tender;
- f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the County's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the County's unfettered assessment of its best interest, which includes the County's unfettered assessment as to a Tenderer's past work performance for the County or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the County's desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Tender Closing time with the Tenderer that the County deems has provided the most advantageous Tender; in no event will the County be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the County shall incur no liability to any other Tenderers as a result of such negotiation or modification.

## 25 LAW AND FORUM OF TENDER

25.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

## 26 ACCEPTANCE PERIOD

26.1 The Tender shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Tender, namely, sixty (60) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

## 27 FUEL CLAUSE

27.1 An adjustment may be made for fuel price fluctuations during the term of the Contract. A unit price per tonne will be provided by the Tenderer which will reflect the amount the fuel adjustment will be based upon. One adjustment may be made in relation to the increase or decrease of a per litre price in five cent intervals. (For example, if the price change is four cents per litre no adjustment will be made).

27.2 In order to determine if a price adjustment will occur, the retail price of Marked Diesel will be established on the same day the tender is opened. The base fuel price will be determined by surveying three (3) local retail outlets in Flagstaff County and averaging their prices.

27.3 On the first day of the commencement of the project, the COUNTY will survey the same three (3) local retail outlets in Flagstaff County and average their prices to determine the base fuel price for the entire project. If the price has changed

(increase or decrease) by a minimum of five cents per litre, the price adjustment will be in effect for the entire project. The adjustment will be determined based on the unit price "fuel adjustment" provided in the Tender Form.

27.4 If the price of the fuel has increased by five cents per litre the contractor will be paid the additional amount based on the tonnes for the entire project.

If the price of the fuel has decreased by five cents per litre, the contractor will receive a deduction based on the tonnes for the entire project.



**TENDER FORM**  
**for the**

Supply, Crush and Stockpile of Gravel  
for the Southwest Area of Flagstaff  
County

**CR-02-2024**



## TENDER FORM

Tender Number: **CR-02-2024**

Tender Title: **CR-02-2024 Southwest Area Crushing Tender**

We, \_\_\_\_\_  
(Company)  
of \_\_\_\_\_  
(Business Address)

having examined the Tender Documents as issued by: Flagstaff County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

- |                              |          |
|------------------------------|----------|
| 1. Sub-Total (excluding GST) | \$ _____ |
| 2. GST                       | \$ _____ |
| 3. Total                     | \$ _____ |

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

### **Appendices to Tender Form:**

The information required by the Instructions to Tenderers is provided in the attached Appendices and forms an integral part of this Tender.

### **Declarations:**

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- (c) the Tender Security is attached to this Tender. We specifically acknowledge and agree that the Tender Security may be forfeited to the County pursuant to the terms set forth in the Instructions to Tenderers;
- (d) we hereby acknowledge and confirm that the County has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- (e) this Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

(Apply SEAL above)

Signature:

Name & Title:

\_\_\_\_\_  
(Please Print or Type)

Witness:

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## UNIT PRICE SCHEDULE

CONTRACT NO. CR-02-2024

### SUPPLY, CRUSH AND STOCKPILE OF GRAVEL

FROM (Pit Name): Southwest Area of Flagstaff County

| <u>BID ITEM</u>  | <u>ESTIMATED<br/>QUANTITY</u> | <u>UNIT<br/>PRICE</u> | <u>TOTAL</u> |
|------------------|-------------------------------|-----------------------|--------------|
| 1. 4:20 Spec.    | 50,000 tonne                  | \$ _____              | \$ _____     |
| SUB TOTAL TENDER |                               |                       | \$ _____     |
| GST              |                               |                       | \$ _____     |
| TOTAL TENDER     |                               |                       | \$ _____     |

TOTAL TENDER SUM: \_\_\_\_\_  
(written in words)

\*UNIT PRICE FUEL ADJUSTMENT PER TONNE \$ \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

#### DISTANCE FROM STOCKPILE SITE TO COUNTY BOUNDRY

The Contractor will realize that the location of the stockpile site will be considered in the Tender Evaluation Criteria. The cost for the County to haul it from the stockpile site **Listed Below** will be added to the crushing price. This will enable the County to determine the **cost-effective** site upon evaluation.

\*Indicate location of proposed stockpile site and location of gravel source (LSD).

\_\_\_\_\_  
Gravel Source

\_\_\_\_\_  
Stockpile Site

#### PERSONNEL EXPERIENCE IN SIMILAR WORK COMPLETED

We are providing the following list of our personnel and their experiences in work of similar nature to that being tendered, in order that the County may judge our ability to fulfill the Contract requirements.

| PERSONNEL | DESCRIPTION OF SIMILAR WORK EXPERIENCE | YEARS OF EXPERIENCE |
|-----------|--|---------------------|
| 1. _____  | _____                                  | _____               |
| 2. _____  | _____                                  | _____               |
| 3. _____  | _____                                  | _____               |
| 4. _____  | _____                                  | _____               |
| 5. _____  | _____                                  | _____               |
| 6. _____  | _____                                  | _____               |
| 7. _____  | _____                                  | _____               |
| 8. _____  | _____                                  | _____               |

### TENDERERS EXPERIENCE IN SIMILAR WORK COMPLETED

We are providing the following list of our experiences in work of similar nature to that being tendered, which we have successfully completed, in order that the County may judge our ability to fulfill the Contract requirements.

| YEAR COMPLETED | DESCRIPTION OF CONTRACT | FOR WHOM WORK PERFORMED | VALUE |
|----------------|-------------------------|-------------------------|-------|
| 1. _____       | _____                   | _____                   | _____ |
| 2. _____       | _____                   | _____                   | _____ |
| 3. _____       | _____                   | _____                   | _____ |
| 4. _____       | _____                   | _____                   | _____ |



**CONTRACT**  
for the  
Supply, Crush & Stockpile  
of Gravel for the  
Southwest Area of Flagstaff County

**CR-02-2024**



**THIS CONTRACT** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:**

**FLAGSTAFF COUNTY**  
(hereinafter referred to as the "COUNTY")

OF THE FIRST PART

- and -

\_\_\_\_\_  
(hereinafter referred to as the "CONTRACTOR")

OF THE SECOND PART

WHEREAS the COUNTY requires the CONTRACTOR to **perform certain work** for the COUNTY (hereinafter referred to as the "**Work**") as outlined in the CONTRACTOR's Tender dated \_\_\_\_\_, **2024** a copy of which is attached hereto as Schedule "A";

AND WHEREAS the CONTRACTOR is qualified or has in its employment personnel qualified to provide **Work**;

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

1. The COUNTY hereby retains the CONTRACTOR and the CONTRACTOR hereby accepts such retainer to provide **Work**, which includes, but is not limited to the following, namely:

1.1 The "**Work**", in general terms, shall consist of:

- The CONTRACTOR shall supply all necessary labor, equipment, expertise, supervision and incidentals to complete this Contract according to the specifications, which are part of this Contract. The work includes supplying, crushing, stockpiling and other related work of:
  - *50,000 tonne of 4:20 modified spec. gravel (95% material must pass through a 20,000mm screen, 100% must pass through a 7/8" screen); for the purpose of supplying gravel to the Southwest Area of the County.*



- Any other **“Work”** which may be requested by COUNTY from time to time

2. The Goods shall be delivered to the COUNTY by the CONTRACTOR no later than, **October 31<sup>st</sup>, 2024** for the total price of \$ \_\_\_\_\_ **per tonne**.

***The term of the Contract shall be from \_\_\_\_\_, 2024 to October 31<sup>st</sup>, 2024 (hereinafter referred to as the “Term”).***

3. In carrying out its obligations hereunder, the CONTRACTOR shall be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall comply with the provisions of the *Occupational Health and Safety Act*, R.S.A. 2000, Chapter 0-2 and amendments thereto and Regulations thereunder or any successive legislation, and shall at all times ensure that all employees comply with the requirements of the said Act and regulations thereunder. The CONTRACTOR shall be the general representative and agent to the COUNTY for the purposes of ensuring compliance with safety regulations for its own employees. The CONTRACTOR shall bring to the attention of its own employees the provisions of the *Occupational Health and Safety Act* and Regulations thereunder. The CONTRACTOR acknowledges that he is an "employer" as defined in the *Alberta Occupational Health and Safety Act*.
4. The CONTRACTOR shall be responsible for the payment of all income tax, Canada Pension, employment insurance and all other required payments, contributions or deductions that arise or may hereafter arise with respect to the **“Work”** performed by the CONTRACTOR under this Contract.
5. No **“Work”** shall be provided by the CONTRACTOR until the Contract has been executed by both parties hereto.
6. The CONTRACTOR shall have complete control of the **“Work”** and shall effectively direct and supervise the **“Work”** so as to ensure conformance with the COUNTY’s requirements.

7. The CONTRACTOR will provide qualified employees to provide the “**Work**” required under this Contract. The CONTRACTOR will provide a representative for the management and administration of the “**Work**” required by this Contract.
8. In consideration of the proper performance by the CONTRACTOR of the “**Work**” pursuant to this Contract, and subject to verification by the COUNTY of the actual “**Work**” having been provided by the CONTRACTOR, the COUNTY shall pay the CONTRACTOR the amount set out in the CONTRACTOR’s invoice within thirty (30) days from the date of receipt of an invoice from the CONTRACTOR. All payments will be subject to a holdback as per the *Builders Lien Act* if applicable and the holdback will be released in accordance with the *Builders Lien Act*.
9. All amounts payable by the COUNTY to the CONTRACTOR for “**Work**” hereunder shall be exclusive of any Goods and Services Tax (“GST”) payable thereon and the COUNTY shall, in addition to the amounts payable, pay to the CONTRACTOR all amounts of GST applicable thereon.
10. (a) Nothing in this Contract shall be construed as:
  - (i) constituting either party as the agent, employer or representative of the other party;
  - (ii) creating a partnership; or
  - (iii) imposing upon either party any partnership duty, obligation or liability to the other party.(b) The relationship created by this Contract between the COUNTY and the CONTRACTOR is that of independent CONTRACTOR.
11. The CONTRACTOR has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the COUNTY, nor to bind the COUNTY in any manner whatsoever.
12. The CONTRACTOR shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the CONTRACTOR’s obligations under this Contract.

13. The COUNTY may, at its discretion, agree in advance to reimburse the CONTRACTOR for specific expenses to be incurred by the CONTRACTOR in the discharge of its obligations hereunder. Such expenses shall only be paid when approved in writing by the COUNTY prior to expenditure and thereafter supported by proper receipts, invoices or vouchers submitted to the COUNTY within thirty (30) days from the date upon which such expenses are incurred.
14. The CONTRACTOR will report on a regular basis, as required by the COUNTY, on the **“Work”** to be provided pursuant to this Contract. The CONTRACTOR will make available such information, including data, reports, and documents, as the COUNTY may require from time to time relating to the obligations of the CONTRACTOR to allow the COUNTY to evaluate the quality and progress of **“Work”** to be provided under this Contract.
15. Supporting the CONTRACTOR’s request for payment shall be all applicable invoices for materials, time sheets, government remittance records, statutory declarations and such other material as the COUNTY, acting reasonably, may require.
16. Where the COUNTY determines that the CONTRACTOR is in default of its obligations as set out in this Contract, the COUNTY shall, by written Notice of Default, require the CONTRACTOR to remedy such default, at the CONTRACTOR’s sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the CONTRACTOR. The CONTRACTOR shall be in compliance with the COUNTY’s instructions if:
  - (a) the CONTRACTOR corrects the default within the time specified in the Notice of Default; or
  - (b) if the default cannot be corrected within the time specified in the Notice of Default, the CONTRACTOR commences the correction of the default within the time specified in the Notice of Default; and
    - (i) the CONTRACTOR provides a schedule to correct default acceptable to the COUNTY; and
    - (ii) the CONTRACTOR corrects the default within the time set out in the schedule agreed to by the COUNTY.

In the event that the default is not corrected in accordance with this clause to the COUNTY’s satisfaction, or in the event of urgent circumstances where the giving of a

written Notice of Default is impossible, or impracticable, as may be determined by the COUNTY in its sole and unfettered discretion, the COUNTY may, without prejudice to any other right that the COUNTY has pursuant to this Contract, or at law;

- (a) terminate the CONTRACTOR's right to continue with the provision of the **"Work"** of this Contract, in whole or in part; or
- (b) terminate the Contract forthwith; or
- (c) correct the default at the Contractor's expense and deduct the cost of same from any amount of monies that may be, or become, due and owing to the CONTRACTOR, or
- (d) complete the **"Work"** or allow another independent CONTRACTOR to provide the uncompleted portion of the **"Work"** if results are not satisfactory to the COUNTY or in the event that the schedule for the performance of the **"Work"** is not being met by the CONTRACTOR.

The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the COUNTY as a result of the CONTRACTOR's failure to correct the default, or the termination of the CONTRACTOR's right to continue with the provision of the **"Work"** of this Contract, in whole or in part, or the termination of the Contract forthwith, shall be a debt immediately due and owing by the CONTRACTOR to the COUNTY which debt may be offset by the COUNTY against any monies payable to the CONTRACTOR pursuant to this Contract or any other monies payable by the COUNTY to the CONTRACTOR. The exercise by the COUNTY of the rights pursuant to this clause shall not limit any other remedy the COUNTY may have pursuant to this Contract or at law.

17. This Contract may be terminated for convenience by the COUNTY at any time by giving forty-eight (48) hours written notice of termination for convenience to the CONTRACTOR. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The CONTRACTOR's right to consideration shall be limited to payment for **"Work"** provided and not previously paid for up to the effective date as set out in the Notice of Termination for Convenience. The CONTRACTOR specifically agrees that the Notice of Termination for Convenience and consideration set forth in this clause constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the CONTRACTOR as a result of the termination for

convenience of this Contract. In the event this Contract is terminated for convenience, the CONTRACTOR shall provide the “**Work**” required by this Contract up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the COUNTY with a written report on the “**Work**” rendered to the time of termination for convenience. Except for any such report, the CONTRACTOR shall not provide any further “**Work**” subsequent to the effective date set out in the Notice of Termination for Convenience.

18. The CONTRACTOR acknowledges that the COUNTY is subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter M25. Confidentiality for any records compiled or created under this Contract cannot be ensured by the COUNTY. Provisions exist under the *Act* to allow disclosure of personal or business information where disclosure would not be harmful to business interest or would not be deemed an unreasonable invasion of your personal privacy as defined within the *Act*. The CONTRACTOR also acknowledges that information and records compiled or created under this Contract, which are in the custody of the CONTRACTOR, are also subject to the *Act*. If the COUNTY receives a request for information under the *Act*, which includes information provided by the CONTRACTOR, the COUNTY will give the CONTRACTOR notice of such request and the CONTRACTOR will respond to such notice in accordance with the *Act*. If the CONTRACTOR does not respond to the notice from the COUNTY, it will proceed to process the request for information in accordance with its procedures as set forth within the *Act*. If the COUNTY’s response to a request under the *Act* is appealed to the Office of the Information and Privacy Commissioner, the CONTRACTOR shall be responsible for the burden of proof as to exception from disclosure as defined under the *Act*.
19. The CONTRACTOR shall be responsible for all costs related to confidentiality requirements. As applicable, for COUNTY records and information under its care, the CONTRACTOR shall bear the burden and associated costs of records management practices required under the *Act*. As well, the CONTRACTOR shall be responsible to provide for the protection of confidential COUNTY records and information as required by the *Act*.

20. Neither the COUNTY, nor the COUNTY's employees, shall use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of the duties.
21. Neither the CONTRACTOR, nor the CONTRACTOR's employees, shall use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of the duties.
22. The COUNTY shall furnish to the CONTRACTOR such information in its possession reasonably required for the proper performance of the obligations of the CONTRACTOR, and shall, in every way provide such cooperation as is reasonable in order for the CONTRACTOR to be able to perform the Work required pursuant to this Contract in a satisfactory manner.
23. The CONTRACTOR hereby represents and warrants to the COUNTY, and acknowledges that the COUNTY is relying upon such representation and warranty, that the CONTRACTOR is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.
24. The CONTRACTOR and the COUNTY acknowledge and agree that the COUNTY shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the CONTRACTOR, his employees or agents in the performance of this Contract.
25. The CONTRACTOR shall indemnify and hold the County harmless from and against all claims, demands, losses, costs, damages, action, suits or proceedings by third parties ("Third Party Claims"), including all legal fees, costs and expenses incurred by the County in defending such claims, that arise out of or are attributable to the performance of Contract by the CONTRACTOR, or the negligence of the CONTRACTOR, except any proportion

thereof which is attributable to acts or omissions of the County, its agents or employees, which constitute a breach of this Contract and for which the County is liable under the terms of this Contract, or for Third Party Claims that arise out of or the negligence of the County, its agents or employees.

26. The parties acknowledge and agree that the provisions of this Contract, which, by their context, are meant to survive the expiry of the Term, shall survive the termination or expiration of the Term and shall not be merged therein or therewith.
27. 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 of either party to complain of any act or failure to act of the other party 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.
28. For the purposes of this Contract, the addresses of the parties are:

COUNTY:

**Flagstaff County  
12435 TWP RD 442  
P.O. Box 358  
Sedgewick, AB T0B 4C0**

Attention: Shelly Armstrong, Chief Administrative Officer

AND

CONTRACTOR:

Attention:

Any communication notice or service of documents required to be made during the course of this Contract will be good and sufficient if delivered to, or posted by prepaid registered

mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal Work, any party giving notice hereunder shall be required to deliver the same.

29. The laws of the Province of Alberta shall govern the interpretation of this Contract and the jurisdiction for any proceeding relating to any matters hereunder shall be Alberta.
30. The obligations of the CONTRACTOR performed pursuant to this Contract shall only be performed by the CONTRACTOR or an employee or a party acting on behalf of the CONTRACTOR who has been approved in advance in writing by the COUNTY, such approval which may be arbitrarily withheld and which may be terminated or revoked at any time in the discretion of the COUNTY.
31. 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.
32. 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.
33. This Contract shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
34. Time is of the essence in this Contract, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Contract, the other party may elect to terminate this Contract.



35. 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.
36. The parties agree all reasonable efforts shall be made to resolve all disputes under this Contract by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations. The parties agree that any dispute not resolved through negotiation shall be submitted for arbitration in accordance with the provisions of the relevant arbitration legislation in the Province of Alberta. The parties hereto agree that submission of a dispute dealt with by this section shall be a condition precedent to any application or action brought before any competent court.

**IN WITNESS WHEREOF** the parties have executed this Contract as of the date first above written.

**FLAGSTAFF COUNTY**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

Per: \_\_\_\_\_ c/s

**APPENDIX "A"**  
**FLAGSTAFF COUNTY**  
**GENERAL SPECIFICATIONS TO CONTRACT**

**A. DESCRIPTION OF WORK**

The CONTRACTOR shall supply all necessary labor, equipment, expertise, supervision and incidentals to complete this Contract according to the specifications, which are part of this Contract.

The Work to be undertaken generally involves, but is not necessarily limited to: supplying, crushing, stockpiling and other related work of:

- 50,000 tonne of 4:20 modified spec. gravel (95% material must pass through a 20,000mm screen, 100% must pass through a 7/8" screen); for the purpose of supplying gravel to the Southwest Area of Flagstaff County.

\*Indicate location of proposed stockpile site and location of gravel source (LSD).

\_\_\_\_\_  
 Gravel Source

\_\_\_\_\_  
 Stockpile Site

**B. CRUSHING SPECIFICATIONS**

**1. Materials**

- a) Only materials suitable for the production of gravel will be accepted. The use of organic materials will not be tolerated.

**2. Crushed Gravel**

All gravel produced must meet the following specifications:

|                                   | <i>Percent Passing</i> |
|-----------------------------------|------------------------|
| <b>METRIC SIEVE SIZE</b>          | <b>4:20 Spec.</b>      |
| <b>50,000</b>                     | -                      |
| <b>40,000</b>                     | -                      |
| <b>25,000</b>                     |                        |
| <b>20,000</b>                     | 100                    |
| <b>16,000</b>                     | -                      |
| <b>12,500</b>                     | -                      |
| <b>10,000</b>                     | 30-77                  |
| <b>5,000</b>                      | 15-55                  |
| <b>1,250</b>                      | 0-33                   |
| <b>630</b>                        | -                      |
| <b>315</b>                        | -                      |
| <b>160</b>                        | -                      |
| <b>80</b>                         | 0-12                   |
| % Fracture by Weight<br>(2 faces) | 40+                    |
| Moisture Content                  | 0-7                    |

3. **Fines Elimination**

The elimination of fines, as may be necessary to meet the specifications listed above, will be the CONTRACTOR's responsibility. **Payment for eliminations shall be considered to be included in the unit price for the gravel to be produced in this contract.**

4. **Moisture Content**

The CONTRACTOR will ensure that all material produced meets the specifications as set out in Section "B-2".

5. **Testing**

All material will be sampled and tested by a third-party quality control personnel while production is taking place. Should the CONTRACTOR dispute the results of these tests, then an Engineering Company will be secured to re-test the samples. In the event that the second set of results are close to, or the same as, those reached by the County, then the CONTRACTOR will be responsible for all costs incurred in securing the Engineering Company's services.

**C. STOCKPILE**

Prior to commencing stockpiling operations, the CONTRACTOR will prepare the stockpile site at the designated location to the specifications of the COUNTY. The stockpile shall be constructed by first spreading material over the entire base and building upward in uniform layers. The stockpiles are to be built with a stacker supplied by the CONTRACTOR. Any necessary leveling is to be done by the CONTRACTOR.

**D. CALCULATIONS OF QUANTITIES**

Quantities for payment will be determined by weighing all materials on a belt scale on the stacker to be provided by the CONTRACTOR. Prior to commencing stockpiling, the CONTRACTOR must ensure the belt scale is calibrated by a qualified technician.

The COUNTY reserves the right to survey the stockpile to verify quantities.

**E. WORKERS COMPENSATION BOARD**

The CONTRACTOR will provide a valid W.C.B. account number in the space below:

Account Number: \_\_\_\_\_

**F. INSURANCE**

The CONTRACTOR shall obtain and maintain in force during the "Term" of the contract, the following minimum insurance requirements:

- A Commercial General Liability policy providing coverage of at least FIVE MILLION (\$5,000,000) DOLLARS inclusive and in respect of any one claim for injury or death of 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 endorsement; and
  - Products and completed operations coverage
- Standard automobile insurance, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000) DOLLARS inclusive and in respect of any one claim for the injury or death of one or more persons or damage to or destruction of property.
  - Certificates of Insurance, naming Flagstaff County as an “additional insured”, shall be supplied to the COUNTY evidencing that the above insurance is in force, and the CONTRACTOR will endeavor to provide the COUNTY with thirty (30) days’ written notice prior to any cancellation or material change to the policies.

#### **G. LIQUIDATED DAMAGES**

If any work remains incomplete after the specified or adjusted completion date, the CONTRACTOR agrees to pay the County an amount of \$1,500.00 per day, for each and every day beyond the specified or adjusted completion date that the work remains incomplete.

The County will deduct assessed liquidated damages from payments due on this Contract. If there are insufficient funds to cover the liquidated damages, the County will invoice the CONTRACTOR. The CONTRACTOR shall promptly pay the amounts invoiced. Should any Liquidated Damages remain unpaid after 30 days for the date of the invoice, the County may recover the unpaid sum from any money due the CONTRACTOR on other Contracts or Accounts.

#### **H. SAFETY**

The CONTRACTOR shall comply (himself, his staff and his subcontractor) with the Occupational Health and Safety Act and Regulations and Code.

A pre-construction meeting will be held prior to startup to review safety requirements.

**The following documentation must be submitted with tender:**

1. A copy of the Contractor’s Certificate of Recognition (COR) from Alberta Workplace Health & Safety;
2. A clearance letter from the Alberta Worker’s Compensation Board indicating that the Contractor’s WBC account is in good standing;
3. A copy of the Contractor’s Silica Code of Practice as required by Occupational Health & Safety, Part 4;
4. A copy of the Contractor’s Respirator Code of Practice as required by Occupational Health & Safety, Part 18.

**In addition to the above documentation, the following are requirements of the Contractor:**

- A power switch must be installed to the conveyor motor in which gravel samples are taken from. The switch must be readily accessible to the gravel sampler;

must restrict all hazardous energy from reaching the conveyor motor when it is turned off and must have the ability to be locked out by the sampler to prevent all others from turning the switch on.

- Suitable washroom facilities must be in place on site as per Occupational Health & Safety, Part 24;
- Suitable means of Silica decontamination must be present without the restricted zone which shall be established by the County;
- A suitable area for breaks, eating and smoking be established outside of the restricted zone;
- The employees of the successful bidder must participate in worksite monitoring of respirable silica exposure.

The County will inspect crushing operations prior to start up to ensure that all above requirements are in place and meet the County's approval. The inspection will also serve to identify any other possible deficiencies which may need to be remedied prior to the commencement of crushing operations, such as missing guards and any other items which fall under the Occupational Health & Safety Act, Regulation and Code.

#### **I. FUEL CLAUSE**

An adjustment may be made for fuel price fluctuations during the term of this contract. A unit price per tonne will be provided by the CONTRACTOR which will reflect the amount the fuel adjustment will be based upon. One adjustment may be made in relation to the increase and decrease of a per litre price in five cent intervals. (For example, if the price change is four cents per litre no adjustment will be made.)

In order to determine if a price adjustment will occur, the retail price of Marked Diesel will be established on the same day as the tender closing. The base fuel price will be determined by surveying three (3) local retail outlets in Flagstaff County and averaging their prices.

On the first day of the commencement of the project, the COUNTY will survey the same three (3) local retail outlets in Flagstaff County and average their prices to determine the base fuel price for the entire project. If the price has changed (increase or decrease) by a minimum of five cents per litre, the price adjustment will be in effect for the entire project. The adjustment will be determined based on the unit price "fuel adjustment" provided in the Tender Form.

If the price of fuel has increased by five cents per litre, the CONTRACTOR will be paid the additional amount based on the tonnes for the entire project.

If the price of fuel has decreased by five cents per litre, the CONTRACTOR will receive a deduction based on the tonnes for the entire project.

#### **J. STOCKPILE LEASE AGREEMENT**

The CONTRACTOR will be required to sign a five (5) year Stockpile Lease Agreement as set out in Appendix "B" upon awarding of contract. This will provide the right to enter the stockpile site from the time of completion of crushing for five (5) years to remove crushed aggregate from the agreed stockpile site.

## APPENDIX "B"

THIS STOCKPILE LEASE made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

### BETWEEN:

(hereinafter collectively referred to as the "Landlord")

- and -

**FLAGSTAFF COUNTY**  
(hereinafter called the "Tenant")

### WHEREAS:

- A. The Landlord is the legal owner of the Lands;
- B. The Landlord has agreed to lease to the Tenant, and the Tenant has agreed to lease from the Landlord, the Leased Premises;

In consideration of the rents, covenants and agreements hereinafter contained and by the parties to be respectively paid, observed and performed, the parties hereby agree as follows:

### ARTICLE 1- DEFINITIONS

#### 1.1 Definitions

In this Lease:

- (a) "Commencement Date" means the \_\_\_\_\_ day of \_\_\_\_\_, 2024;
- (b) "Goods and Services Tax" shall mean the Goods and Services Tax assessed under and pursuant to the *Excise Tax Act* (Canada) and shall include any other tax imposed supplementary thereto or in substitution therefore;
- (c) "Lands" means the lands legally described within **Schedule "A"** attached hereto;
- (d) "Lease" means this lease as from time to time amended in writing and agreed to by all parties hereto;
- (e) "Leased Premises" means that portion of the Lands shaded in red in the diagram attached hereto as **Schedule "B"**;
- (f) "Permitted Use" means the use and operation of the Leased Premises for the purposes of stockpiling crushed gravel and removing the same;
- (g) "Rent" means the rent specified in Section 4.1, together with all other payments which may become due from the Tenant to the Landlord pursuant to this Lease; and
- (h) "Term" means the term of this Lease as specified in Section 3.1.

## **ARTICLE 2- DEMISE**

### **2.1            Demise**

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Leased Premises for the Term and upon and subject to the covenants, conditions and agreements herein expressed.

### **2.2            Easement**

The Landlord hereby further grants to the Tenant an easement over the balance of the Lands for purpose of ingress to and egress from the Leased Premises.

## **ARTICLE 3- TERM**

### **3.1            Term**

The Tenant shall have and hold the Leased Premises basis for the period commencing upon the Commencement Date and ending upon the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to the earlier termination of this Lease pursuant to Section 3.2 of this Lease, or termination by mutual agreement between the parties.

### **3.2            Termination by Tenant**

The Tenant may terminate the Lease upon six (6) months prior written notice to the Landlord.

### **3.3            Removal After Expiration or Termination**

Upon the expiration or earlier termination of this Lease for any reason whatsoever, the Tenant shall be entitled, for a period of \_\_\_\_ year from such expiration or termination, as the case may be, to access the Lands and the Leased Premises to remove any or all gravel, buildings, improvements, equipment and trade fixtures from the Leased Premises. For clarity, this provision shall survive termination or expiration of this Lease, as the case may be.

## **ARTICLE 4- RENT**

### **4.1            Rent**

The Tenant shall, throughout the Term, pay to the Landlord as rent the sum of \$\_\_\_\_\_ per annum, payable on or before the \_\_\_\_ day of \_\_\_\_\_ in each and every year of the Term. In the event this Lease is terminated, the rent payable hereunder shall be pro-rated accordingly.

## **ARTICLE 5- G.S.T.**

### **5.1            Goods and Services Tax**

The Tenant shall pay promptly when due all Goods and Services Tax applicable to the payment of Rent or on any other amounts owed by the Tenant to the Landlord. In the event that such taxes are by statute, law, bylaw, regulation or ordinance imposed upon or payable by the Landlord as recipient of the Rent, the Tenant shall pay to the Landlord as Rent the Goods and Services Tax.

## **ARTICLE 6 - USE OF LANDS**

### **6.1            Use of Leased Premises**

The Lands shall be used continuously during the Term for the Permitted Use, and for no other use. The Tenant shall not carry on nor permit to be carried on upon the Lands any other trade, business or activity, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

**6.2**                Surrender

Subject to Section 3.3 hereof, upon the expiration of earlier termination of this Lease, the Tenant agrees to yield up the Leased Premises in such a condition that permits the Landlord to cultivate the Leased Premises.

**6.3**                Compliance with Laws

- (a) The Tenant will promptly comply with and conform to the requirements of every applicable law, bylaw, regulation, ordinance and order at any time or from time to time in force during the Term affecting the Leased Premises or the business carried upon the Leased Premises.
- (b) The Landlord will promptly comply with and conform to the requirements of every applicable law, bylaw, regulation, ordinance and order at any time or from time to time in force during the Term affecting the Lands.

**6.4**                Improvements, Alterations, Fixtures & Removal

- (a) Save and except for the stockpiling of crushed gravel upon the Leased Premises, the Tenant will not, without the prior written consent of the Landlord, construct, install, excavate, drill, erect or permit to be constructed, installed, excavated, drilled or erected over, under or through the Leased Premises any pit, foundation, pavement, building, fence, sidewalk, sign, alteration or other structure or installation.
- (b) Any crushed gravel stockpiled upon the Leased Premises pursuant to the terms hereof, and any other improvements constructed or installed upon the Leased Premises by the Tenant in accordance with the terms hereof, shall, irrespective of the degree of affixation to the Leased Premises, remain the sole property of the Tenant.

**ARTICLE 7 - TENANT'S DEFAULT**

**7.1**                Default

If the Tenant fails to perform any of its obligations under this Lease as and when required, and such default continues for a period of 30 days after written notice from the Landlord of such default, then the Landlord may, at its option, terminate this Lease.

**ARTICLE 8 - GENERAL PROVISIONS**

**8.1**                Quiet Enjoyment

By paying the Rent and other charges or expenses required to be paid by the Tenant under this Lease, and by duly performing all of the Tenant's other obligations under this Lease, the Tenant shall be entitled to peaceably enjoy and possess the Leased Premises for the Term without any interruption or disturbance from the Landlord, or any person, firm or corporation lawfully claiming through the Landlord.

**8.2**                Lease Entire Agreement

It is hereby understood and agreed by and between the parties that the terms and conditions set forth herein, together with the terms and conditions set forth in the rules and regulations and any schedules and plans



annexed hereto, embrace all of the terms and conditions of this Lease entered into by the Landlord and the Tenant and supersede and take the place of any and all previous agreements or representations of any kind, written, oral or implied heretofore made by anyone in reference to the Leased Premises. If any provision of this Lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Lease, and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provisions had never been included.

### 8.3 Amendment to Lease

No amendment to or waiver of any provision of this Lease or any consent required or permitted hereunder shall be deemed or taken as made or given unless such amendment, waiver or consent is in writing and signed by all parties hereto.

### 8.4 Laws of Alberta to Govern

This Agreement shall be governed in accordance with the laws of the Province of Alberta and the parties hereto submit to such jurisdiction.

### 8.5 Notices

Any notice, demand, request, consent or other instrument required or permitted to be given under this Lease shall be in writing and shall be given and deemed to have been received as provided in this Section, and shall be addressed or faxed as follows:

(a) to the Landlord as follows:

(b) to the Tenant as follows:

Flagstaff County  
P.O. Box 358  
Sedgewick, AB T0B 4C0  
**Attention: Shelly Armstrong, Chief Administrative Officer**  
Facsimile: (780) 384-3635

or such other address as either party may appoint for all future notices by notice in writing.

Any notice must be mailed by prepaid registered post, delivered personally, faxed or sent by prepaid courier. A notice shall be deemed to have been received by the party to whom the notice is addressed upon the same date as sending the notice by delivery, prepaid courier or fax transmission, or on that day which is five (5) business days following the date that the notice was mailed if sent by prepaid registered mail. Provided always that at the time of mailing there is not an actual or apprehended interruption in mail service by labour dispute or otherwise, in which case all notices shall be delivered or sent by prepaid courier.

### 8.6 Time of the Essence

Time shall be of the essence of this Agreement.

### 8.7 Binding Effect

This Lease shall ensure to the benefit of, and be binding upon, the Tenant and its successors and permitted assigns, as well as the Landlord and their respective heirs, executors, and administrators.

### 8.8 Independent Legal Advice

The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Agreement prior by executing this Agreement. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:

- (a) obtained such legal or other professional advice; or
- (b) waived the right to obtain such independent legal or other professional advice.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease effective the date specified on page 1 hereto.

**FLAGSTAFF COUNTY**

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

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

(c/s)

\_\_\_\_\_  
WITNESS

**AFFIDAVIT OF EXECUTION**

|                     |   |                             |
|---------------------|---|-----------------------------|
| CANADA              | ) | I, _____,                   |
|                     | ) | of the _____ of _____,      |
| PROVINCE OF ALBERTA | ) | in the Province of Alberta, |
|                     | ) |                             |
| TO WIT:             | ) | MAKE OATH AND SAY:          |

1. I WAS PERSONALLY present and did see \_\_\_\_\_ named in the within (or annexed) instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.

2. THAT THE SAME was executed at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I KNOW the said persons and each is, in my belief, of the full age of eighteen (18) years.

|                             |   |       |
|-----------------------------|---|-------|
| SWORN BEFORE ME at _____,   | ) |       |
| in the Province of Alberta, | ) |       |
| this _____ day of _____,    | ) |       |
| A.D. 2024.                  | ) | _____ |

\_\_\_\_\_  
A Commissioner for Oaths in and  
for the Province of Alberta

**SCHEDULE "A"**

THE LANDS

**SCHEDULE "B"**

**THE LEASED PREMISES**