



**CONTRACT**  
for the  
Forestburg Grader Shed  
Concrete Floor Replacement

**THIS CONTRACT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

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

OF THE FIRST PART

- and -

**CONTRACTOR.**  
(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 \_\_\_\_\_, 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.
    - *All "**Work**" will be provided at the Forestburg Grader Shed, Forestburg, Alberta 4812-43<sup>rd</sup> Avenue (Lot 1 Block 16 Plan 1101 K.S.).*
    - *Any other "**Work**" which may be requested by COUNTY from time to time.*
2. The "**Work**" shall be completed to the COUNTY by the CONTRACTOR no later than, **September 30<sup>th</sup>, 2024**, for the total price of \_\_\_\_\_.

***The term of the Contract shall be from July 2<sup>nd</sup>, 2024 to September 30<sup>th</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**

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

*c/s*

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

**CONTRACTOR.**

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

*c/s*

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

**A. DESCRIPTION OF WORK**

It is the intent of the general specifications to describe the "**Work**" required by the County.

The CONTRACTOR shall supply all necessary labor, equipment, materials, expertise, supervision, and incidentals to complete this Contract according to the specifications listed in the Invitation to Tender – General Requirements, which are part of this Contract.

All "**Work**" will be provided at the Forestburg Grader Shed located at 4812-43<sup>rd</sup> Avenue (Lot 1 Block 16 Plan 1101 K.S), Forestburg, Alberta.

**B. WORKERS COMPENSATION BOARD**

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

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

**C. 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.