



**MD of Opportunity No. 17**

**Grader Contract**

**For Road Maintenance**

**Calling Lake Alberta**

**INVITATION TO QUOTE FOR 3 YEARS CALLING LAKE ROAD GRADER  
MAINTENANCE CONTRACT – CONSISTING OF APPROXIMATELY 40.0/+ - KM**

**IF YOU ACCEPT THIS CONTRACT, PLEASE HAVE IT SIGNED AND SUBMITTED  
BY August 17, 2021**

**DATE OF CONTRACT August 17, 2021**

**CONTRACTOR: \_\_\_\_\_.**

**THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2021**

**GRADER CONTRACT**

**FOR ROAD MAINTENANCE (CALLING LAKE AREA)**

**BETWEEN:**

**MD OF OPPORTUNITY NO. 17**

**(Hereinafter referred to as "MD")**

**OF THE FIRST PART,**

**-And-**

---

**(Hereinafter referred to as the "Contractor")**

**OF THE SECOND PART**

**WHEREAS** the MD and the Contractor have agreed to enter into an agreement for their mutual benefit and desire to set out the terms and conditions thereof;

**NOW THEREFOR THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**1. Contracting Services**

- 1.1** The MD hereby engages the Contractor to provide certain services to the MD as an independent contractor, to perform motor grader maintenance on the gravel surface roads identified in Schedule "A" and to perform other work as requested by the MD (altogether the "Work"). This agreement covers approximately 40.0/+ KM.
- 1.2** "Equipment" means equipment to be used for the Work under this agreement, as identified in Schedule "B".

2. **Scope of Services and Representations**

- 2.1 The Contractor represents warrants and agrees to provide a skilled and experienced operator to perform the Work in a safe, competent and professional manner. The operator must be proficient in shoulder maintenance techniques and road construction/repair. The Contractor shall perform the Work continuously and diligently and shall complete all Work accordance with the provisions of this agreement.
- 2.2 Without limitation to Clause 2.1, in respect of the motor grader maintenance of the gravel surface roads, the Contractor shall ensure that the grader operator at minimum:
- (a) Maintains a crown approximately 3% on the roadway to allow proper drainage from the roadway surface;
  - (b) Retains the super elevation on all curves;
  - (c) Ensures that no ridge is allowed to build along the edge of the roadway which ponds water;
  - (d) Stops and removes from the roadway any rocks or other hazardous debris pulled up by the blade which may be large enough to present a problem to vehicular traffic;
  - (e) Always operates on the right side of the road, and proceeds in the same direction as the traffic; unless otherwise directed
  - (f) Operates all flashing lights in accordance with the *Highway Traffic Act* Light Regulations
  - (g) Performs shoulder maintenance during spring and fall to reclaim gravel and ensure proper drainage
  - (h) Windrowed material should not be left on roadway overnight, however, if an emergency requires a windrow to be left overnight adequate warning devices must be in place and the MD or its representatives must be notified.
  - (i) Several areas along the beat may be treated with dust abatement material. These areas will be identified by MD at time of application. The hours of maintenance in these areas, once the application is complete, will be reduced substantially from what would be expected on a non-

treated gravel surface road. **These must not be graded if in reasonable condition.** The contractor must receive direction from the MD representative prior to any commencement of maintenance to dust control areas.

- 2.3 The Contractor represents that the Equipment provided will be maintained in a good and safe condition and will be in proper running order at all times. For further certainty, and without restricting the generality of the provided will meet the following minimum requirements:
- (a) The Equipment must possess a rating of 165 H.P. or greater and less than 10 years old as per 2021 ARHCA Guide pgs 177 - 179 Group 3-4 category.
  - (b) The Equipment must fully comply with all safety regulations under the *Worker's Compensation Act* and *Occupational Health and Safety Act*;
  - (c) The Equipment provided must have adequate head lights;
  - (d) The Equipment provided must have a strobe or a rotating amber light on top of its canopy;
  - (e) The Equipment provided must have flashing lights;
  - (f) The Equipment provided must have flags on its mould board and cab roof, which must be kept in good condition and meet the standards of the *Motor Transport Act* (400 mm square);
  - (g) The Equipment provided must be equipped with an adequate set of regular blades, sandvik or equivalent blade adapter and tips and/or adequate ground engaging equipment.
- 2.4 The Contractor shall provide a wing attachment for snowplowing operations, and shall have a front dozer available for use upon request.
- 2.5 The Contractor shall not substitute the Equipment without first having received the prior approval of the MD.
- 2.6 The Contractor shall provide operators qualified to operate the Equipment, and be familiar with highway traffic movements and laws governing vehicular traffic.
- 2.7 The Contractor shall:
- (a) Provide any advance warning signs (the "Signs") which MD or its representative deems necessary;

- (b) Position the Signs at both ends of the worksite in the manner determined by the MD or its representative before commencing daily operations, and remove the Signs at the end of each work day;
  - (c) Use such extra Signs as the MD or its representative deems necessary.
- 2.8 The Contractor shall commence and discontinue the Work upon direction of the MD or its representative. Weekly progress may be reviewed.
- 2.9 The Contractor shall perform the work during daylight hours only, unless otherwise directed by the MD or its representative. Work performed under this agreement shall take place during the hours of 7:00 am to 4:00 pm, unless otherwise directed by the MD or its representative.
- 2.10 The Contractor shall provide to the MD or its representative a contact phone number or call back to the worksite, and shall ensure that an operator is at the worksite within two (2) hours from the time a call back phone call is made to the contact phone number.
- 2.11 The Contractor shall comply with all applicable statutes, regulations, by-laws and licencing requirements of local authorities in effect at any time, including, without limitation to the foregoing, the *Occupational Health and Safety Act*, the *Environmental Protection and Enhancement Act*, and the *Worker's Compensation Act*.
- 2.12 The Contractor shall follow and comply with all policies and procedures made by the MD relating to the Work.
- 2.13 The Contractor represents that all employees of the Contractor will comply with the terms and conditions of this agreement while performing the Work.
- 2.14 The Contractor shall allow the MD to install GPS tracking device on the unit used to fulfill their contract. The contractor shall make their grader available for this installation at no cost to the MD and shall be responsible for safekeeping of the MD GPS system equipment. The MD will pay all initial installation and rental fees. The contractor shall be required to supply mobile communication for their own uses, such as a telephone or radio, at their own cost. *If at any time, during the contract period the grader is replaced, it will be the contractors responsibility to pay for the installation of the Municipal GPS system in/on the new grader.*
- 2.15 The contractor shall guarantee to the MD that the grader will be available on a 24-hour basis, seven days a week and that the MD will be given first priority.
- 2.16 Initial review and familiarization of the work area (route) will be done with the MD representative and contractor. After the initial review and familiarization of the work

area it shall be the contractor's responsibility to ensure that his operators are aware of the roads that are his contract area.

3. **Term**

3.1 This Agreement shall be in effect for three years from August 17, 2021.

4. **Termination and Suspension**

4.1 The MD Council may terminate this Agreement, if in the sole opinion of the MD Council the Contractor fails to provide an acceptable quality or quantity of Work.

- (a) In the event that the quality or quantity of work is not acceptable it will be at the discretion of MD Council to terminate this contract without penalty to the MD with thirty (30) days written notice to the contractor.

4.2 The Contractor may terminate this Agreement at any time without reason, by giving the MD sixty (60) days written notice of termination.

4.3 If for any reason the Contractor:

- (a) Fails to provide the Equipment identified;
  - (b) Fails to maintain the Equipment in good condition during the course of this agreement;
  - (c) Fails to provide a skilled, well-trained operator for the Equipment;
  - (d) Removes the Equipment from the worksite without prior approval of the MD or its representative;
  - (e) Fails to properly dispose of waste oil or other pollutants created in the performance of the Work;
  - (f) Fails to provide or maintain the insurance required by Clauses 7.1 and 7.5;
  - (g) Fails to provide or maintain Workers' Compensation coverage required by Clause 6.1;
  - (h) Fails to perform the Work in a manner satisfactory to the MD; or
  - (i) Becomes insolvent or is assigned into or is petitioned into bankruptcy;
- The MD council may terminate this Agreement without penalty to the MD as outlined in Clause 4.1 (a).

4.4 The MD Council or its representative may suspend the Contractor without notice and without penalty from continuing to perform the Work when:

- (a) The Contractor or employees of the Contractor engage in conduct that is

a marked departure from the standards which responsible and competent individuals or contractors performing such Work conduct themselves;

- (b) The Contractor or employees of the Contractor perform the Work in an unsafe or careless manner, or;
- (c) The Contractor or employees of the Contractor fail to comply with any term or condition of this agreement.

4.5 The MD or its representative shall advise the Contractor in writing of the reasons for suspension and the effective date of the suspension.

4.6 The Contractor may appeal a suspension provided in written notice of appeal is received by the MD within 10 calendar days from the date the Contractor was advised of the suspension.

4.7 Upon receiving notice of appeal from the suspension, the MD shall hold a hearing within 10 days, or such other time as agreed between the Parties. The hearing will be before the Council of MD of Opportunity No. 17

4.8 When the Contractor's suspension is appealed the MD may:

- (a) Impose conditions on the Contractor for future compliance with the terms of this agreement;
- (b) Rescind the suspension and pay the Contractor the amount that would have been paid under this agreement but for the period of the suspension, less all deductions required by law; or
- (c) Terminate this agreement without notice to the Contractor or penalty to the MD.

4.9 The decision of the MD on an appeal regarding a suspension shall be final and binding upon the Parties.

4.10 Failure of the Contractor to give notice of appeal of a suspension within the required time period shall be a waiver by the Contractor of the right to an appeal and shall result in the MD:

- (a) Imposing conditions for future compliance with the terms of this agreement; or

- (b) Terminating this agreement without notice to the Contractor and without penalty to the MD.

4.11 Upon termination of this Agreement, the Contractor shall not perform any further Work in connection with the agreement except to advise the MD or its representatives of the Work completed to the termination date:

5. **Compensation**

5.1 The MD shall pay the Contractor for the Work a fee of \$\_\_\_\_\_ per hour, payable within 15 days after receipt of an invoice (the "Invoice") submitted by the Contractor to the MD. Invoices are to be submitted on the 15<sup>th</sup> and 30<sup>th</sup> of each month. The invoices will include:

- Dates worked
- starting and stopping time of each day worked
- miles or kilometers of road graded & the location
- monthly statement
- daily map logs

*The MD representative will determine the hours of work which payment will be based upon. Any discrepancies will be subject to review of GPS and will be final decision on payment. Hours resulting from deadheading equipment outside of contract area, breakdown and other activities such as breaks (more than 40 minutes per day), refueling etc. are not to be charged.*

5.2 The Contractor shall supply the following information with each invoice:

- (a) MD maps indicating roads graded;
- (b) Copies of operators daily time slips; which include dates and times worked.

Invoices received without this information may be returned by the MD to the Contractor. The MD shall not be liable for any payment delays caused by the return of invoices received without this information.

5.3 The hourly fee set out in Clause 5.1 shall be for the Work performed pursuant to this agreement, and without limitation to the foregoing, shall include the operator's wages, contractor's fees, oil, repairs, maintenance, wing, sandvik or equivalent blade adapter to fit tips. All ground engaging tools and fuel.



- 5.4 The Contractor should consider the price of fuel in their hourly set fee as all fuel surcharges or fuel increase factors will be the responsibility of the Contractor to be included in the hourly fee set out in Clause 5.1
- 5.5 The Contractor shall be guaranteed 120 hrs for every fully completed year of work, for the term of this contract in the event that there is not sufficient demand for contract services.
- 5.6 The Contractor shall only charge (and MD of Opportunity No. 17 shall only pay for) those hours during which the Contractor's Equipment is actually employed in the activity of grading. The Contractor shall not charge for hours resulting from deadheading equipment to the worksite, breakdown, or other activities such as meal breaks and changing blades. The maximum breakdown time allowed without replacement of the grader will be 24 hours. There will be a 30% penalty based on an 8 hour day.
- 5.7 The MD may withhold payment of any monies payable to the Contractor while the Contractor is in default of any provision in this agreement.
- 5.8 When conditions requires (in emergency type situations), the contractor and equipment must be available for work immediately upon being instructed to do so. This includes weekends and statutory holidays, inclusive of Christmas and New Year's Day. There will be a two-hour grace period allowed for the contractor to be available for work after being notified. Deadheading in this instance will be paid for as hours worked.
- 5.9 The MD may utilize other privately owned or publicly owned equipment for grading within the area specified in Schedule "A" in order to ensure safe and acceptable conditions at all times.

6. **Workers' Compensation Coverage**

- 6.1 The Contractor guarantees that Workers' Compensation coverage is in effect for the work provided at all times. The Contractor shall provide proof of Workers' Compensation coverage in the form of an account number and a letter of clearance in the applicable industry to the MD. The Contractor's Workers' Compensation account shall be kept in current and good standing by the Contractor for the duration of this agreement.

7. **Insurance**

7.1 The Contractor shall provide the MD with an acceptable Certificate of Insurance from an insurer licenced to do business in the Province of Alberta, as evidence that the Contractor has the following insurance (the "Insurance"):

- (a) Commercial Liability coverage not less than \$5,000,000.00
- (b) The MD must be named as an additional insurer under this policy

7.2 The provision of the Insurance shall be at the sole expense of the Contractor, and shall not limit the Contractor's obligations under this agreement.

7.3 The Contractor shall maintain the Insurance in full force and effect for the duration of the agreement.

7.4 The Contractor shall perform no Work until the Certificate of Insurance has been accepted by and filed with the MD.

7.5 The Contractor shall provide insurance against loss or damage to his equipment.

8. **Occupational Health and Safety**

8.1 The Contractor represents that he is an "employer" as defined in the *Occupational Health and Safety Act* and the regulations thereunder.

9. **Independent Contractor**

9.1 The parties agree that no oral agreement or provisions of this agreement shall be construed

9.2 The Contractor or employees of the Contractor shall now be nor be deemed to be employees of the MD, and shall not be eligible for or participate in any of the MD's employee benefit programs. The Contractor shall at all times be deemed to be an independent contractor and consequently no deductions whatsoever will be made from the compensation payable to the Contractor pursuant to Clause 5.1, including:

- (a) for employee benefits of the Contractor such as disability insurance, health and pension plans. Provision for any such benefits for the personnel or dependents shall be the sole responsibility of the Contractor;
- (b) for Unemployment Insurance Contributions, Canada Pension Plan Contributions and Income Tax. Payments related to any of the foregoing

shall be the sole responsibility of the Contractor and shall be forwarded to the appropriate federal and provincial government agencies. The Contractor shall provide proof of compliance with the requirements forthwith upon request.

**10. Liability and Indemnity**

- 10.1 The Contractor shall be liable to and shall indemnify and hold harmless the MD, its employees and agents, from any and all actions, claims, demands, proceedings and costs whatsoever that may arise, directly, or indirectly, out of any act or omission of the Contractor, his employees or agents, in the performance of this agreement.
- 10.2 The Contractor shall be liable to the MD for any losses, costs, damages and expenses which the MD may sustain, pay or incur as a result of or in connection with the breach by the Contractor of any obligations under this agreement, or in connection with the Work provided, and the Contractor shall reimburse the MD for any financial loss, direct or indirect, associated with the Contractor's failure to comply with the terms and conditions of this agreement.
- 10.3 Without limitation to Clause 10.2, the Contractor shall indemnify and save harmless the MD for any actions, claims, demands, proceedings and costs, including legal costs on a solicitor client basis, resulting from the Contractor's breach of any term of this agreement, including the failure to have the required or adequate insurance coverage in effect.
- 10.4 The Contractor's obligation to indemnify the MD shall survive the termination of this agreement.
- 10.5 The MD shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance of this agreement.

**11. Assignment**

- 11.1 The Contractor shall not assign or sublet this agreement or any work pursuant to this agreement, without the written consent of the MD.

**12. Notices**

- 12.1 Any notices to the MD or the Contractor shall be in writing and shall be valid and effective if personally delivered or if sent by pre-paid registered mail. Any notice given

by registered mail shall be deemed to have been received three (3) days after it was mailed. In the event of a disruption in the mail service, all notices will be by personal delivery. The address of the parties for the purpose of notices are:

MD of Opportunity No. 17  
Box 60  
2077 Mistassiniy Road North  
Wabasca, Alberta  
T0G 2K0

**Contractor:**

13. Notwithstanding any provision to the contrary in this agreement, it is hereby agreed by the parties that the representations contained herein shall survive the termination of this agreement.
14. **Arbitration**
  - 14.1 With the exception of a dispute involving a suspension governed by Clauses 4.6 to 4.10 of this agreement, the parties agree that any dispute between the parties arising from this agreement shall be resolved by arbitration before a single arbitrator agreed upon by the parties, or in default of such agreement, before a single arbitrator appointed by the court. Either party may make an application to court for the appointment of a single arbitrator at any time after 30 days from the date of the dispute.
  - 14.2 The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act*.
  - 14.3 The decision of the arbitrator shall be the final and binding upon by the parties

15. **General**

- 15.1 The MD shall have the right to deduct from all payments under this agreement and any amounts required by the laws of the province of Alberta and the laws of Canada applicable therein to be withheld in accordance with the applicable provisions of such law.
- 15.2 If any provision of this agreement is invalid, illegal, incapable of being enforced by reason of any rule of law or public policy, all other provisions of this agreement shall, nevertheless, remain in full force and effect. No provision of this agreement shall be deemed dependant on any other provision unless expressly so stated herein.
- 15.3 This agreement embodies the entire agreement between the parties, superseding any prior agreement, either oral or in writing, and may only be amended by a subsequent written instrument signed by both parties.
- 15.4 The failure of either party to insist in any one or more instances upon the performance of any of the terms and conditions of this agreement, shall not be construed as a waiver or relinquishment of any right granted hereunder of the future performance of any such term, covenant or condition, and the obligation of either party with respect thereto shall continue in full force and effect. Any forbearance by MD of Opportunity No. 17 to seek a remedy for any breach by the Contractor shall not be a waiver by the MD of its rights and remedies with respect to any subsequent breach.
- 15.5 This agreement shall be construed and enforced in accordance with the laws of the province of Alberta and the parties do hereby irrevocably attorney to the jurisdiction of the courts of the province of Alberta.
- 15.6 This agreement shall be binding upon and shall inure to the benefit of the successors and assigns to the parties hereto.
- 15.7 Any word or words in this agreement importing the singular shall include the plural and vice versa.
- 15.8 The headings in this agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this agreement.
- 15.9 This agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement, which shall be sufficiently evidenced by either such original counterpart.

**IN WITNESS WHEREOF** the parties has duly executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2021, in the Hamlet of \_\_\_\_\_, in the Province of Alberta.

**MD of OPPORTUNITY NO. 17**

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

MD Representative

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

Witness

**CONTRACTOR**

\_\_\_\_\_  
Contractor

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

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

Witness

**SCHEDULE "A"**

See Attached Map

**SCHEDULE "B"**

**Description of Equipment to Be Used For The Work**

**Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

**Serial No.** \_\_\_\_\_

**Year:** \_\_\_\_\_

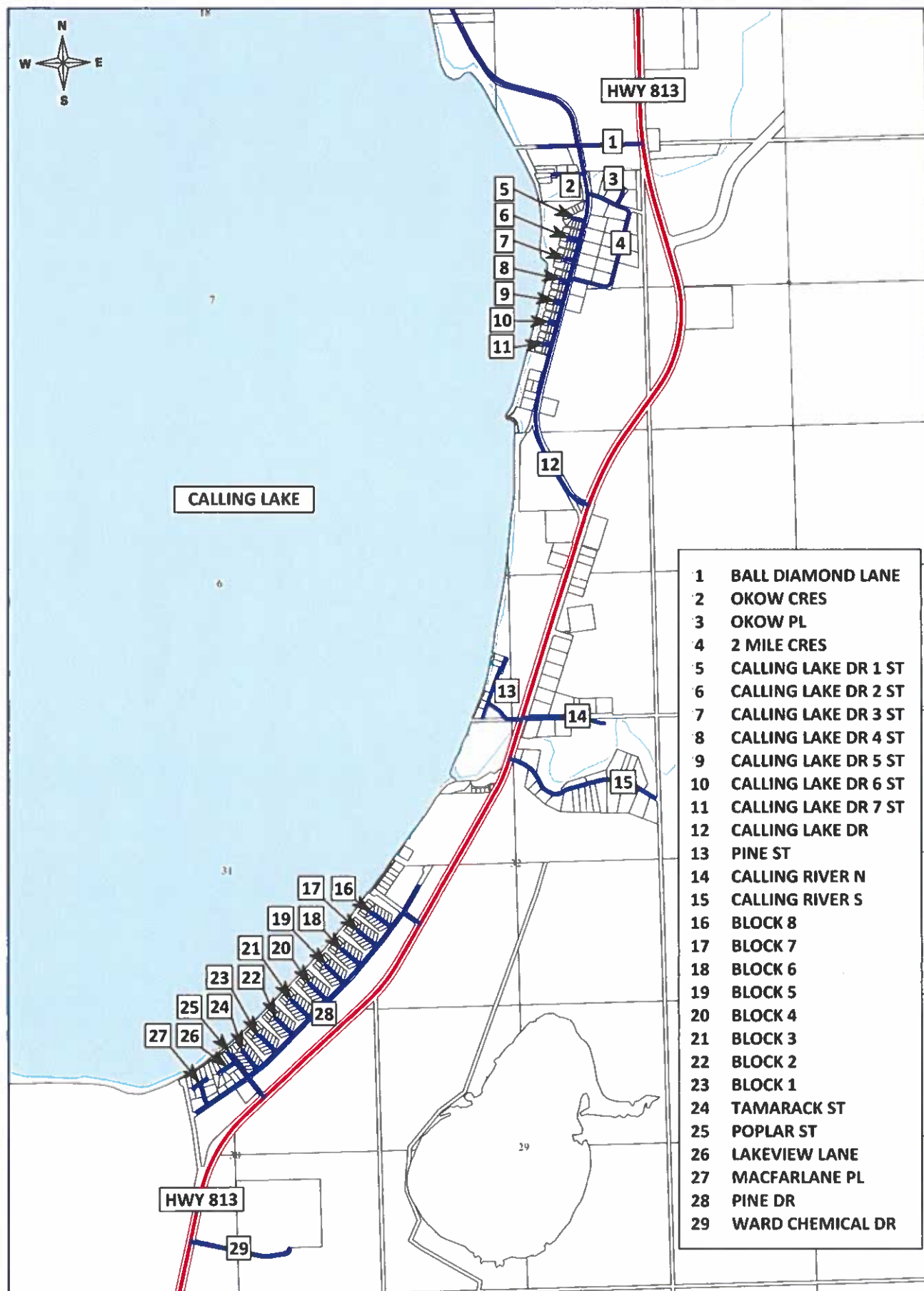
**Hourly Bid Rate** \_\_\_\_\_

**Owner:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_





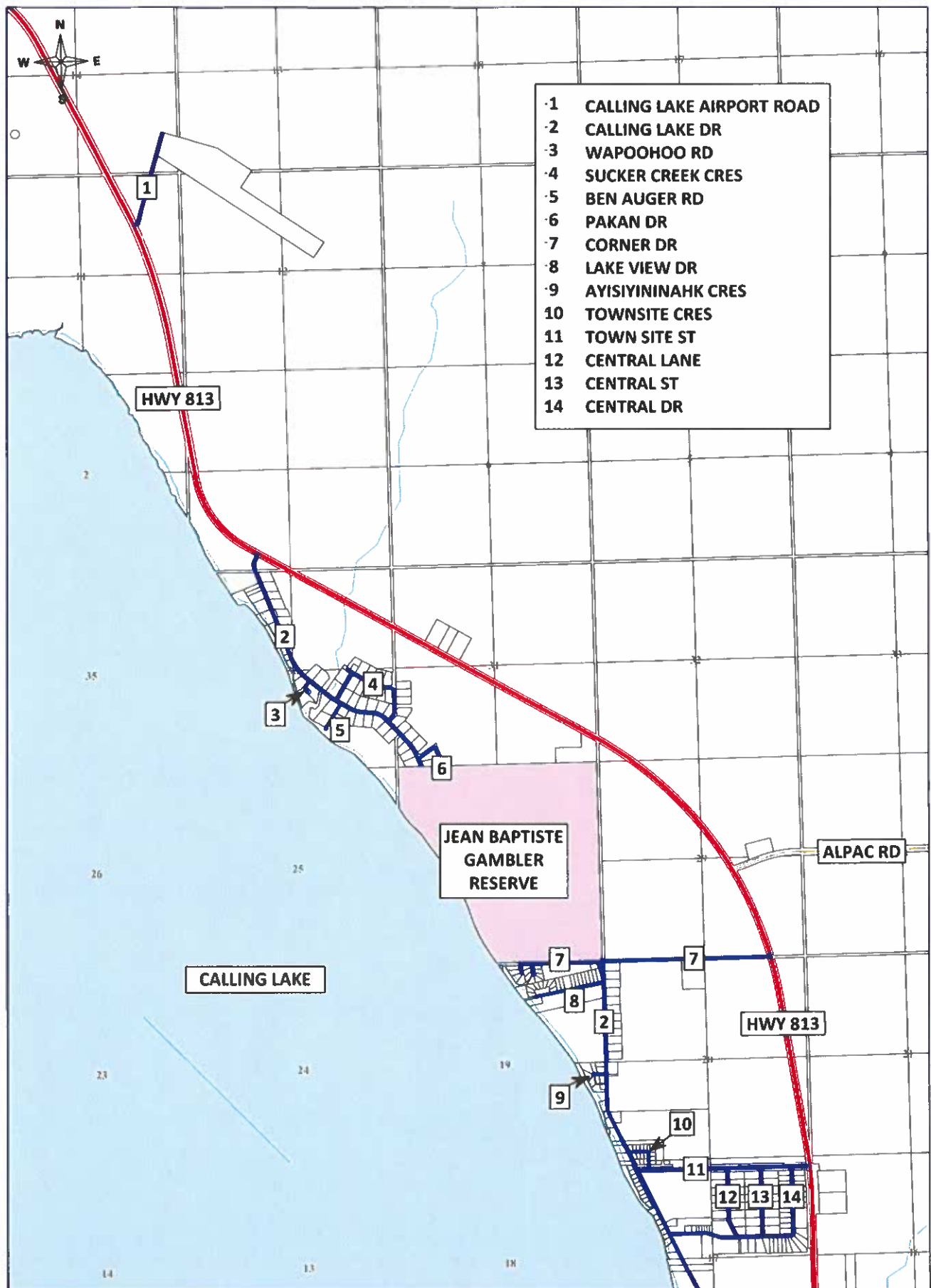
**MD of Opportunity No. 17**

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Kilometers

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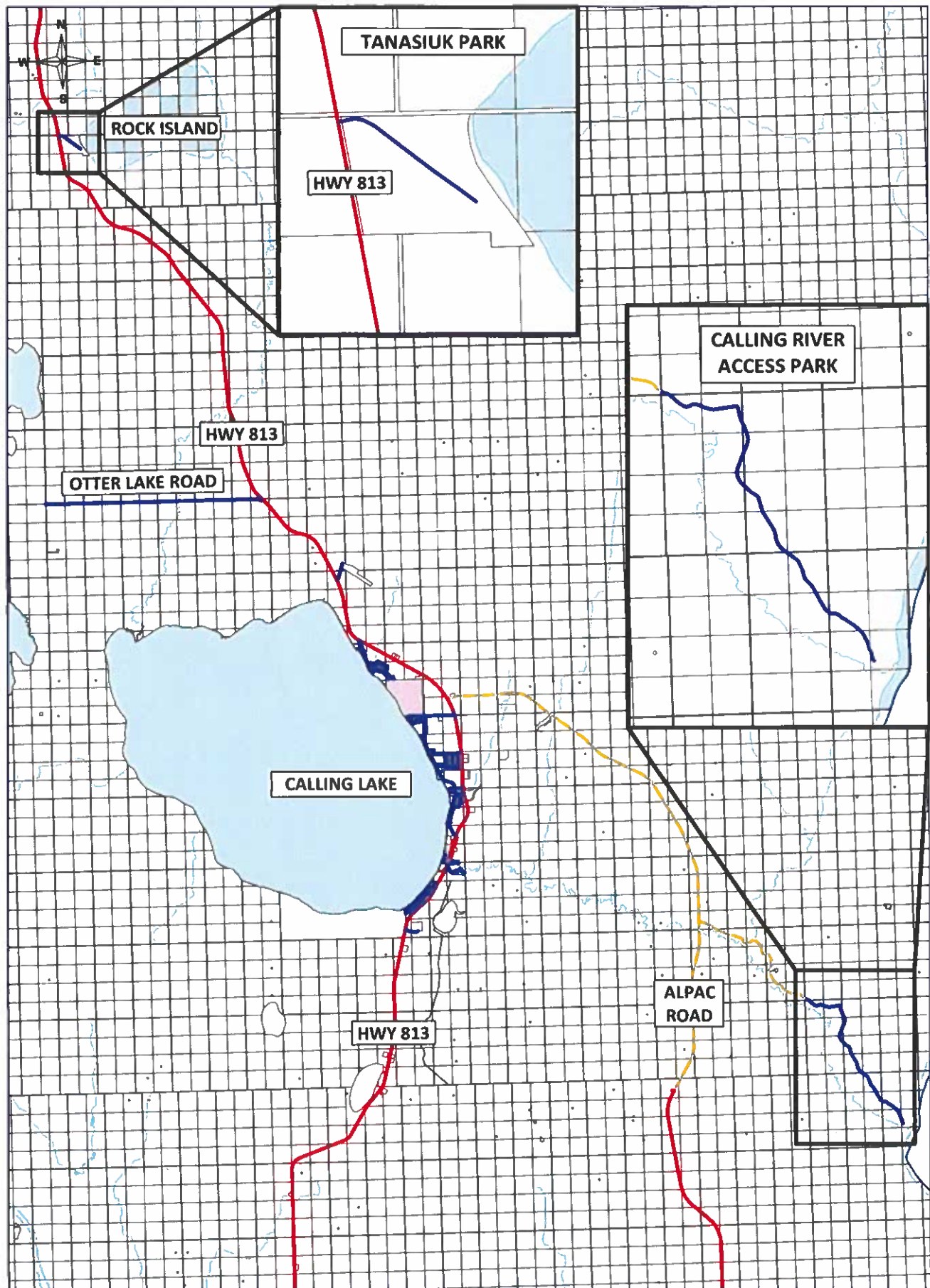
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- 2 CALLING LAKE DR
- 3 WAPOOHOO RD
- 4 SUCKER CREEK CRES
- 5 BEN AUGER RD
- 6 PAKAN DR
- 7 CORNER DR
- 8 LAKE VIEW DR
- 9 AYISIYININAHK CRES
- 10 TOWNSITE CRES
- 11 TOWN SITE ST
- 12 CENTRAL LANE
- 13 CENTRAL ST
- 14 CENTRAL DR

JEAN BAPTISTE  
GAMBLER  
RESERVE

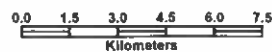
CALLING LAKE

HWY 813

ALPAC RD



**MD of Opportunity No. 17**



**Legend**

- |   |   |
|---|---|
| <span style="color: blue;">—</span> Municipal Roads       | <span style="border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> Cadastre             |
| <span style="color: red;">—</span> Provincial Roads       | <span style="background-color: pink; display: inline-block; width: 20px; height: 10px;"></span> First Nations         |
| <span style="color: yellow;">—</span> Non Municipal Roads | <span style="background-color: lightblue; display: inline-block; width: 20px; height: 10px;"></span> Lakes and Rivers |

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