




MACKENZIE COUNTY

COMMITTEE OF THE WHOLE MEETING

JULY 13, 2021
10:00 AM

FORT VERMILION COUNCIL
CHAMBERS

 780.927.3718

 www.mackenziecounty.com

 4511-46 Avenue, Fort Vermilion

 office@mackenziecounty.com



Mackenzie County

**MACKENZIE COUNTY
COMMITTEE OF THE WHOLE MEETING**

**Tuesday, July 13, 2021
10:00 a.m.**

Fort Vermilion Council Chambers

Fort Vermilion, Alberta

AGENDA

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CALL TO ORDER:	1.	a) Call to Order	
AGENDA:	2.	a) Adoption of Agenda	
ADOPTION OF PREVIOUS MINUTES:	3.	a) Minutes of the June 22, 2021 Committee of the Whole Meeting	5
		b)	
DELEGATIONS:	4.	a) None	
		b)	
BUSINESS:	5.	a) RFP - Culvert Upgrades	13
		b) RFP – Tompkins Crossing – Ice Bridge Construction	35
		c) 5 Year Capital Plan Development	73
		d) MasterCard Statements – May 2021	79
		e) Cheque Registers – June 21 – July 9, 2021 & Electronic Funds Transfers June , 2021	91
		f)	
POLICY REVIEW:	6.	a) Bylaw 1229-21 School Zones and Other Speed Zones	93
		b)	
CLOSED MEETING:		<i>Freedom of Information and Protection of Privacy Act Division 2, Part 1 Exceptions to Disclosure</i>	

7. a)

b)

**NEXT MEETING
DATE:**

8. a) Committee of the Whole Meeting
August 17, 2021
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT:

9. a) Adjournment



Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole Meeting
Meeting Date:	July 13, 2021
Presented By:	Colleen Sarapuk, Administrative Officer
Title:	Minutes of the June 22, 2021 Committee of the Whole Meeting

BACKGROUND / PROPOSAL:

Minutes of the June 22, 2021 Committee of the Whole Meeting are attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

Approved Council Meeting minutes are posted on the County website.

POLICY REFERENCES:

Author: C. Sarapuk Reviewed by: _____ CAO: _____

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the minutes of the June 22, 2021 Committee of the Whole Meeting be adopted as presented.

Author: C. Sarapuk Reviewed by: _____ CAO: _____

**MACKENZIE COUNTY
COMMITTEE OF THE WHOLE MEETING**

**Tuesday, June 22, 2021
10:00 a.m.**

**Fort Vermilion Council Chambers
Fort Vermilion, AB**

PRESENT: Josh Knelsen Reeve
Jacquie Bateman Councillor – virtual
Peter F. Braun Councillor
Cameron Cardinal Councillor
David Driedger Councillor
Eric Jorgensen Councillor
Ernest Peters Councillor
Anthony Peters Councillor
Lisa Wardley Councillor

REGRETS: Walter Sarapuk Deputy Reeve Sarapuk

ADMINISTRATION: Len Racher Chief Administrative Officer
Byron Peters Director of Projects and Infrastructure
Jennifer Batt Director of Finance
Jeff Simpson Director of Operations
Caitlin Smith Manager of Planning and Development
Colleen Sarapuk Administrative Officer/Recording Secretary

ALSO PRESENT: Members of the Public

Minutes of the Committee of the Whole Meeting for Mackenzie County held on June 22, 2021 in the Council Chambers at the Fort Vermilion County Office.

CALL TO ORDER: 1. a) Call to Order

Reeve Knelsen called the meeting to order 10:00 at a.m.

AGENDA: 2. a) Adoption of Agenda

MOTION COW-21-06-054 MOVED by Councillor Braun

That the agenda be adopted with the addition:
5.g) Bistcho Lake Cabins

CARRIED

**MINUTES FROM
PREVIOUS MEETING:**

**3. a) Minutes of the May 25, 2021 Committee of the
Whole Meeting**

MOTION COW-21-06-055 **MOVED** by Councillor Wardley

That the minutes of the May 25, 2021 Committee of the Whole Meeting be adopted as presented.

CARRIED

DELEGATIONS:

4. a) Boreal Housing – 10:30 a.m.

MOTION COW-21-06-056 **MOVED** by Councillor Jorgensen

That the Boreal Housing update be received for information.

CARRIED

BUSINESS:

5. a) Solid Waste Review

MOTION COW-21-06-057 **MOVED** by Councillor Driedger

That the Solid Waste Review be received for information.

CARRIED

Reeve Knelsen recessed the meeting at 10:39 a.m. and reconvened the meeting at 10:53 a.m.

BUSINESS:

5. b) 2021 Ward Revenues and Municipal Expense

MOTION COW-21-06-058 **MOVED** by Councillor Cardinal

That the 2021 Ward Revenues and Municipal expenses be received for information.

CARRIED

BUSINESS:

5. c) MasterCard Statements

MOTION COW-21-06-059 **MOVED** by Councillor E. Peters

That the MasterCard statements for January 2021 - April 2021 be received for information.

CARRIED

BUSINESS: 5. d) **Cheque Registers – May 9 – June 18, 2021**
Electronic Funds Transfers April 1 – May 31, 2021

MOTION COW-21-06-060 **MOVED** by Councillor Braun

That the cheque registers from May 9 – June 18, 2021, and Electronic Funds Transfers from April 1 – May 31, 2021 be received for information.

CARRIED

BUSINESS: 5. e) **Quarterly Fuel Reports (Q1)**

MOTION COW-21-06-061 **MOVED** by Councillor Braun

That the quarterly fuel usage report for Quarter 1 of 2021 be received for information.

CARRIED

Reeve Knelsen recessed the meeting at 12:11 a.m. and reconvened the meeting at 12:48 p.m.

BUSINESS: 5. g) **Bistcho Lake Cabins (addition)**

MOTION COW-21-06-062 **MOVED** by Councillor Wardley
Requires Unanimous

That a meeting be arranged with the affected Bistcho Lake Cabin owners or representatives.

CARRIED

BUSINESS: 5. f) **Municipal Sustainability Initiative (MSI) Grant Funding**

MOTION COW-21-06-063 **MOVED** by Councillor Jorgensen

That the Municipal Sustainability Initiative (MSI) Grant report be received for information, and the 5 year Capital plan be brought to the July 14, 2021 Council meeting for discussion.

CARRIED

POLICY REVIEW 6. a) **Bylaw 1229-21 School Zones and Other Speed Zones**

MOTION COW-21-06-064 MOVED by Councillor Braun

That Bylaw 1229-21 School Zones and Other Speed Zones be brought to Council for first reading with amendments as discussed.

CARRIED

Reeve Knelsen recessed the meeting at 2:31 p.m. and reconvened the meeting at 2:40 p.m.

POLICY REVIEW

6. b) Rural Development Standards DEV007

MOTION COW-21-06-065 MOVED by Councillor Wardley

That a recommendation be made to Council to amend the Rural Development Standards Policy DEV007 as presented.

CARRIED

POLICY REVIEW

6. c) General Municipal Improvement Standards DEV008

MOTION COW-21-06-066 MOVED by Councillor Cardinal

That a recommendation be made to Council to amend the General Municipal Improvement Standards Policy DEV008 as presented.

CARRIED

CLOSED MEETING

7. Closed Meeting

MOTION COW-21-06-067 MOVED by Councillor Driedger

That the Committee move into a closed meeting at 2:46 p.m. to discuss the following:

7.a) Staffing

The following individuals were present during the closed meeting discussion. (MGA Section 602.08(1)(6))

- All Councillors Present other than Deputy Reeve Sarapuk
- Len Racher, Chief Administrative Officer
- Byron Peters, Deputy Chief Administrative Officer

MOTION COW-21-06-068 **MOVED** by Councillor Cardinal

That Committee move out of a closed meeting at 3:24 p.m.

CARRIED

MOTION COW-21-06-069 **Moved by** Councillor Braun

That the staffing discussion be received for information.

CARRIED

NEXT MEETING DATE: **8. a)** Committee of the Whole Meeting
July 13, 2021
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT: **9. a) Adjournment**

MOTION COW-21-06-070 **MOVED** by Councillor Jorgensen

That the June 22, 2021 Committee of the Whole meeting be adjourned at 3:25 p.m.

These minutes will be presented for approval on July 13, 2021.

Joshua Knelsen
Reeve

Lenard Racher
Chief Administrative Officer



Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole Meeting
Meeting Date:	July 13, 2021
Presented By:	Jeff Simpson, Director of Operations
Title:	RFP - Culvert Upgrades

BACKGROUND / PROPOSAL:

At the Regular Council Meeting on June 8, 2021 the following motion was made:

MOTION 21-06-486
Requires 2/3

MOVED by Councillor Bateman

That the 2021 Capital Budget be amended to include \$500,000 from Municipal Sustainability Initiative (MSI) grant funding for the Washout & Culvert Upgrades project.

CARRIED

The RFP is attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

2021 Capital Budget amended to include \$500,000 from the MSI grant funding for the Washout & Culvert Upgrades project.

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

POLICY REFERENCES:

Author: M Dyck **Reviewed by:** S Wheeler **CAO:** _____

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the RFP for Culvert Upgrades be approved for distribution as presented.

Author: M Dyck **Reviewed by:** S Wheeler **CAO:** _____



CULVERT UPGRADES

Request for Proposals for
Mackenzie County

2021-07-21

**REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:
CULVERT UPGRADES (the “Work”)**

1.0 INTRODUCTION

1.1 Purpose of RFP

1.1.1 **Mackenzie County** (the “County”) seeks innovative proposals from interested parties for the following:

UPGRADES (“the Work”).

Proposals are to include a list of certifications, experience on similar projects and a general description as to how the Proponent will handle the County’s needs. It is the Proponent’s responsibility to identify any inability to meet the requirements specified by the County in this RFP

1.1.2 If the County receives a proposal acceptable to it, the County will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the County, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

1.2.1 Proponents shall submit their Proposal in a sealed envelope marked “Request for Proposal – **CULVERT UPGRADES** (the “Proposals”) on or before **4:30:00 p.m.** (Mountain Standard Time) on **August 17th, 2021**(the “RFP Closing Time”) to:

**Mackenzie County
4511 46 Avenue
Box 640
Fort Vermilion, Alberta
T0H 1N0
Attention: CAO or Designate**

No faxed or electronically submitted Proposals will be accepted by the County”.

Additionally, Proponents are required to use a two-envelope submission, as follows:

Bidder's
 Company Name: _____
 Address: _____

Mackenzie County
Request for Proposals - CULVERT UPGRADES
ENVELOPE #1 MANDATORY SUBMISSION REQUIREMENTS

Business License with Mackenzie County	<input type="checkbox"/>
WCB Clearance Letter / number	<input type="checkbox"/>
SECOR/COR Certificate	<input type="checkbox"/>
Bid Bond, Certified Cheque or Bank Draft	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>

By 4:30:00 p.m. on:
 August 17th, 2021

Bidder's
 Company Name: _____
 Address: _____

Mackenzie County
Request for Proposals – CULVERT UPGRADES
ENVELOPE #2 PROPOSAL REQUIREMENTS

Proposal for Work (Required Equipment)	<input type="checkbox"/>
Schedule "B" Pricing Forms	<input type="checkbox"/>

By 4:30:00 p.m. on:
 August 17th, 2021

Bidders that do not submit the required documents in Envelope #1 will have their Envelope #2 returned unopened. Both envelopes should be placed inside a larger envelope CLEARLY MARKED 'Request for Proposal - CULVERT UPGRADES' and mailed/couriered.

- 1.2.2 Proposals will be opened at the Regular Council Meeting on August 18th, 2021. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the County without further consideration.
- 1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:
- Jeff Simpson, jsimpson@mackenziecounty.com**
- 1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the County, may be communicated. The name and contact information is to be emailed to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.6 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.8 No inquiry submitted to the County will be responded to after **Friday, August 13th, 2021.**

1.3 **General Conditions Applicable to this RFP**

1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the County.

1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.3.4 **Contract**

Should this RFP be accepted, the undersigned agrees to enter into a formal Contract with Mackenzie County **Schedule "C"**, for the faithful performance of the works covered by this RFP, in accordance with the said conditions, specifications and provisions and complete the majority of the works on or before, **September 17, 2021**.

1.3.5 **Payment**

By signing the Contract the undersigned shall invoice the County by progress or at the completion of the project(s), less 10% holdback.

Invoice(s) should be specific including locations, dates worked, equipment and personnel.

No project shall be deemed complete until final inspection by County representative.

1.4 **Discretion of County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;

- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 **Representations and Warranties**

- 1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents to review the General Specifications attached hereto as Schedule “A”.

3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall be referred to specifically by referencing projects as they are named in **Schedule “A”**. Projects are not necessarily similar in scope, required equipment, materials, and /or construction.
- 3.1.2 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.3 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. Mackenzie County reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.4 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.5 Proposals shall include a list of previous work of a similar nature to the Work required by the County as set out in this RFP.
- 3.1.6 Prices for the Work shall be inserted by the Proponent in the form attached hereto as **Schedule “B”** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as **Schedule “B”**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the

Proposal shall be signed by a partner or partners who have authority to sign for the partnership;

- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.1 Copy of a valid Business License with Mackenzie County;
- 4.1.2 Proof of Workers' Compensation (WCB) account in good standing at the time of Proposal submission;
- 4.1.3 A copy of a valid and subsisting Certificate of Recognition (COR) issued by the Alberta Construction Safety Association; and
- 4.1.4 A Bid Bond, Certified Cheque or Bank Draft in the amount of 10% of the Proposal price.

4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least Two Million Dollars (\$2,000,000) inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least Two Million Dollars (\$2,000,000) inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 4.2.2.1 non-owned automobiles;
 - 4.2.2.2 independent subcontractors;
 - 4.2.2.3 contractual liability including this Agreement;

- 4.2.2.4 broad form property damage endorsement;
 - 4.2.2.5 environmental liability; and
 - 4.2.2.6 products and completed operations coverage.
- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than Two Million Dollars (\$2,000,000) any one occurrence;
 - 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.
 - 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
 - 4.2.6 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than Two Million Dollars (\$2,000,000) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
 - 4.2.7 such other insurance as the County may from time to time reasonably require.

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

4.3 **Evaluation**

- 4.3.1 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 4.3.3, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

- 4.3.3 By submitting a Proposal, each Proponent 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 "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

Evaluation Criteria	Mark (%)	Points Available	Subtotal
Project Bid Price	85%	85	
Experience	10%	10	
Equipment List	5%	5	
Total Points Available	100%	100	

The County may select a Proponent with the lowest, or not necessarily the lowest, Points with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below.

Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

4.3.4 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 **Period Open for Consideration**

The Proposals received shall remain irrevocable for a period of thirty (30) days following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the County and the selected Proponent(s) is attached hereto as **Schedule "C"**.

4.5 **Information Disclosure and Confidentiality**

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

4.6 **Independent Determination**

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 **Documents**

All documents submitted by a Proponent shall become the property of County upon being presented, submitted, or forwarded to County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of County upon their being presented, submitted or forwarded to County.

4.8 **Use of Documents, Drawings and Ideas**

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the County may use the concepts, ideas, suggestions,

and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other County works. For clarity, the confidentiality obligations set out herein applicable to the County's use of information shall not interfere with the County's right to use concepts, ideas, suggestions and directions as herein described.

4.9 **Agreement on Internal Trade and New West Partnership Trade Agreement**

The provisions of the Canadian Free Trade Agreement (CFTA), Chapter Five – Government Procurement and the New West Partnership Trade Agreement (“NWPTA”) apply to this Proposal.

4.10 **Site Conditions**

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, 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 Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

4.10.1 the nature of the Work;

4.10.2 the location and all conditions relating to the site 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;

4.10.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;

4.10.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

4.10.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent. 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 a Proposal (the "Non-Proposal Information"), form no part of such Proposal. County and County's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein 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 proposal process. Any technical reports so provided are for informational purposes 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 Proponent agrees that the County, the County's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the County, the County's consultants or any of their respective representatives.

4.11 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

GENERAL SPECIFICATIONS**CULVERT UPGRADES****SCOPE OF WORK - REQUIRED EQUIPMENT:**

Mackenzie County is looking for Hourly Rates as a bundle for the following equipment:

1. Single Drum Pad Foot (vibrating)
2. 18 – 23 Ton Track Excavator
3. 1 Supervisor with Truck
4. 1 Labourer with Pick-up and Tandem Flat Deck Trailer
5. 1 Tandem Gravel Truck (9 -12 yard box)
6. Jumping Jack Packers, Shovels, Rakes and Small Hand Tools to be included.
7. All Equipment to include Operator

Mackenzie County will supply Culverts and Gravel



PRICING FORM

CULVERT UPGRADES

We, _____
 (Company)
 of _____
 (Business Address)

having examined the RFP Documents as issued by: Mackenzie 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 RFP Documents for the RFP Sum as follows:

PROJECT TITLE	BID PRICE/HOUR (excluding GST)
Culvert Upgrades Hourly Rates as a Bundle	\$

Bid Price is 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 RFP Documents.

In strict accordance with the plans and specifications of said work named as Schedule "A" hereto attached.



Declarations:

We hereby acknowledge and declare that:

- (a) we propose to perform the Work as set out in our Proposal;
- (b) no person, firm or corporation other than the undersigned has any interest in this RFP or in the proposed Work for which this RFP is made;
- (c) we hereby acknowledge and confirm that the County has the right to accept any Proposal or to reject any or all Proposals in accordance with the Instructions to Proponents;
- (d) this RFP is open to acceptance for a period of thirty (30) days from the date of RFP 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 _____, 2021



CONTRACT FORMS [for successful proponent(s)]

THIS Agreement made and concluded in duplicate as of this _____ day of _____, 2021, between Mackenzie County (hereinafter called "Mackenzie County") the first part and _____ of _____ in the Province of _____ (hereinafter called "the Contractor") of the second part.

WITNESSETH, that for and in consideration of the covenants and agreements on the part of Mackenzie County, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with Mackenzie County to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

Culvert Upgrades

in strict accordance with the plans and specifications of said work hereto attached.



It is mutually agreed that the attached tender or proposal and bond of the Contractor, together with the plans, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein Contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the said Mackenzie County that all just claims for labour and materials and for damages in connection with the work have been paid, the said Mackenzie County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached proposal or tender.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal as of the day and year herein mentioned, and these presents have been signed and sealed by the representatives of Mackenzie County, on behalf of Mackenzie County.

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Witness	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Contractor

SIGNED AND SEALED ON BEHALF OF MACKENZIE COUNTY	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Witness	per _____ per _____





Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole Meeting
Meeting Date:	July 13, 2021
Presented By:	Jeff Simpson, Director of Operations
Title:	RFP – Tompkins Crossing – Ice Bridge Construction

BACKGROUND / PROPOSAL:

Administration has drafted a Request for Proposal concerning Ice Bridge Construction at the Tompkins Crossing for a three-year term. The RFP is attached.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

COMMUNICATION/ PUBLIC PARTICIPATION:

POLICY REFERENCES:

RECOMMENDED ACTION:

- Simple Majority
 Requires 2/3
 Requires Unanimous

That the RFP for Tompkins Crossing – Ice Bridge Construction be approved for distribution as presented.

Author: S Wheeler **Reviewed by:** _____ **CAO:** _____

TOMPKINS CROSSING

ICE BRIDGE CONSTRUCTION

Request for Proposals for
Mackenzie County

2021-07-21

**REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:
TOMPKINS CROSSING – ICE BRIDGE CONSTRUCTION (the “Work”)**

1.0 INTRODUCTION

1.1 Purpose of RFP

- 1.1.1 **Mackenzie County** (the “County”) seeks innovative proposals from interested parties for the following:

TOMPKINS CROSSING – ICE BRIDGE CONSTRUCTION (“the Work”).

Proposals are to include a list of certifications, experience on similar projects and a general description as to how the Proponent will handle the County’s needs. It is the Proponent’s responsibility to identify any inability to meet the requirements specified by the County in this RFP

- 1.1.2 If the County receives a proposal acceptable to it, the County will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the County, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

- 1.2.1 Proponents shall submit their Proposal in a sealed envelope marked “Request for Proposal – **TOMPKINS CROSSING – ICE BRIDGE CONSTRUCTION** (the “Proposals”) on or before **4:30:00 p.m.** (Mountain Standard Time) on **AUGUST 17TH, 2021**(the “RFP Closing Time”) to:

**Mackenzie County
4511 46 Avenue
Box 640
Fort Vermilion, Alberta
T0H 1N0
Attention: CAO or Designate**

No faxed or electronically submitted Proposals will be accepted by the County”.

Additionally, Proponents are required to use a two-envelope submission, as follows:

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 Request for Proposals – TOMPKINS CROSSING –
 ICE BRIDGE CONSTRUCTION**

ENVELOPE #1 MANDATORY SUBMISSION REQUIREMENTS

Business License with Mackenzie County	<input type="checkbox"/>
WCB Clearance Letter / number	<input type="checkbox"/>
Bid Bond, Certified Cheque or Bank Draft	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>

By 4:30:00 p.m. on:
 August 17, 2021

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 Request for Proposals – TOMPKINS CROSSING –
 ICE BRIDGE CONSTRUCTION**

ENVELOPE #2 PROPOSAL REQUIREMENTS

Proposal for Work	<input type="checkbox"/>
Schedule "A" Equipment, Out Buildings, Personnel	<input type="checkbox"/>
Schedule "B" Pricing Forms	<input type="checkbox"/>

By 4:30:00 p.m. on:
 August 17, 2021

Bidders that do not submit the required documents in Envelope #1 will have their Envelope #2 returned unopened. Both envelopes should be placed inside a larger envelope CLEARLY MARKED 'Request for Proposal – TOMPKINS CROSSING – ICE BRIDGE CONSTRUCTION' and mailed/couriered.

- 1.2.2 Proposals will be opened at the Regular Council Meeting on AUGUST 18TH, 2021. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the County without further consideration.
- 1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:
- Jeff Simpson, jsimpson@mackenziecounty.com**
- 1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the County, may be communicated. The name and contact information is to be emailed to the County's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.6 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed part of this RFP.
- 1.2.8 No inquiry submitted to the County will be responded to after **Friday, AUGUST 13TH, 2021.**

1.3 General Conditions Applicable to this RFP

1.3.1 Appendices and Addenda

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the County.

1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.3.4 **Contract**

Should this RFP be accepted, the undersigned agrees to enter into a formal Contract with Mackenzie County **Schedule "C"**, for the faithful performance of the works covered by this RFP, in accordance with the said conditions, specifications and provisions and complete the majority of the works on or before, **April 30th annually for the three (3) year contract.**

1.3.5 **Payment**

By signing the Contract the undersigned shall invoice the County by progress as per **Section 20. Payment** of the attached Appendix A.

1.4 **Discretion of County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and

- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 Selection

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

1.6 Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 Representations and Warranties

- 1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents to review the General Specifications attached hereto as Schedule "A".

3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall be referred to specifically by referencing projects as they are named in **Schedule "A"**. Projects are not necessarily similar in scope, required materials and /or construction.
- 3.1.2 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.3 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. Mackenzie County reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.4 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.5 Proposals shall include a list of previous work of a similar nature to the Work required by the County as set out in this RFP.
- 3.1.6 Prices for the Work shall be inserted by the Proponent in the form attached hereto as **Schedule "B"** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as **Schedule "B"**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;

- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.1 Copy of a valid Business License with Mackenzie County;
- 4.1.2 Proof of Workers' Compensation (WCB) account in good standing at the time of Proposal submission;
- 4.1.3 A copy of a valid and subsisting Certificate of Recognition (COR) issued by the Alberta Construction Safety Association is not required for this particular RFP as the successful Proponent shall work under the County's COR for the duration of this contract; and
- 4.1.4 A Bid Bond, Certified Cheque or Bank Draft in the amount of 10% of the Proposal price.

4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 General Liability Insurance on all equipment owned, operated or licensed in the name of the Contractor in the amount not less than ten million dollars (\$10,000,000) with Mackenzie County listed as additional named insured;
- 4.2.2 Automobile liability on all vehicles owned, operated or licensed in the name of the contractor in an amount not less than five million dollars (\$5,000,000).
- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than Two Million Dollars (\$2,000,000) any one occurrence;
- 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.

- 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
- 4.2.6 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than Two Million Dollars (\$2,000,000) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
- 4.2.7 such other insurance as the County may from time to time reasonably require.

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

4.3 Evaluation

- 4.3.1 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 4.3.3, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.3.3 By submitting a Proposal, each Proponent 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 "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

Evaluation Criteria	Mark (%)	Points Available	Subtotal
Project Bid Price	35%	35	
Equipment List	20%	20	

Out Buildings	10%	10	
Personnel	35%	35	
Total Points Available	100%	100	

The County may select a Proponent with the lowest, or not necessarily the lowest, Points with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below.

Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

4.3.4 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 **Period Open for Consideration**

The Proposals received shall remain irrevocable for a period of thirty (30) days following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the County and the selected Proponent(s) is attached hereto as **Schedule "C"**.

4.5 **Information Disclosure and Confidentiality**

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

4.6 **Independent Determination**

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 **Documents**

All documents submitted by a Proponent shall become the property of County upon being presented, submitted, or forwarded to County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of County upon their being presented, submitted or forwarded to County.

4.8 **Use of Documents, Drawings and Ideas**

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the County may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other County works. For clarity, the confidentiality obligations set out herein applicable to the County's use of information shall not interfere with the County's right to use concepts, ideas, suggestions and directions as herein described.

4.9 **Agreement on Internal Trade and New West Partnership Trade Agreement**

The provisions of the Canadian Free Trade Agreement (CFTA), Chapter Five – Government Procurement and the New West Partnership Trade Agreement (“NWPTA”) apply to this Proposal.

4.10 **Site Conditions**

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, 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 Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

4.10.1 the nature of the Work;

4.10.2 the location and all conditions relating to the site 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;

4.10.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;

4.10.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

4.10.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent. 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 a Proposal (the "Non-Proposal Information"), form no part of such Proposal. County and County's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described herein 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 proposal process. Any technical reports so provided are for informational purposes 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 Proponent agrees that the County, the County's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the County, the County's consultants or any of their respective representatives.

4.11 **Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

GENERAL SPECIFICATIONS

The Project is Supply and Apply for ALL materials.

SCOPE OF WORK

See attached Appendix A, Memorandum of Agreement between Mackenzie County and the successful Proponent (for your information and guide to aid in proposal preparation).

Proposals are to include a list of equipment. The expectation is that efficient packing of snow on the approaches be maintained at ALL times.

Equipment Use	Equipment Type (please list)	Owned <input checked="" type="checkbox"/>	Rented <input checked="" type="checkbox"/>
Snow Moving			
Snow Making			
Water Pumps			

Proposals are to include a list of shelters.

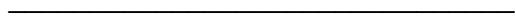
Buildings	Description	Owned <input checked="" type="checkbox"/>	Rented <input checked="" type="checkbox"/>
Heated Lunchroom / First Aid Station			
Tool / Storage Shed			

Proposals are to include a list of workers available for each stage of construction. It is essential at the pre-opening stage to have as many people as needed to move snow and ice chunks. When weather conditions are favourable, the expectation is to have two twelve hour shifts.

Stage of Construction	Description	Suggested Minimum Workers	Workers Available
Stage 1	Pre-opening	4	
Stage 2	5,000 kg load capacity to 63,500 kg load capacity	4	
Stage 3	Ongoing maintenance	2	



CONTRACT
BETWEEN
MACKENZIE COUNTY
AND



FOR
CONSTRUCTION AND MAINTENANCE OF AN ICE BRIDGE
ON THE PEACE RIVER ON HIGHWAY 697

MEMORANDUM OF AGREEMENT signed this _____ day of _____ 2021 A.D.

BETWEEN:

MACKENZIE COUNTY in the Province of Alberta (in this document referred to as the "County")

OF THE FIRST PART

- and -

_____ in the Province of Alberta (in this document referred to as the "Contractor")

OF THE SECOND PART

PREAMBLE:

- a) Whereas, the County desires to have an ice bridge constructed and maintained on the Peace River at NW 30-103-19-W5M on Highway 697 in accordance with the Minister's current standards and specifications in relation to ice bridges; and,
- b) Whereas, the County is willing to carry out such ice bridge construction and maintenance.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree as follows;

- 1. Preamble is part of this Agreement
 - a. The Preamble is a part of this Agreement.
- 2. Definitions

In this Agreement the following words and phrases shall have the meanings as set forth below, unless the context otherwise requires:

 - a. "Ice Bridge" means the Tompkins Crossing Ice Bridge, a river crossing for the Peace River located in the NW 30-103-19-W5M on Highway 697, South of the Hamlet of La Crete in the Province of Alberta as shown on the map Schedule "A"- Tompkins Crossing Ice Bridge as attached and forming part of this Agreement.
 - b. "Work" means all matters related to the yearly construction and maintenance of the Ice Bridge including, but not limited to, clearing snow, smoothing rough ice, flooding, ice measuring and testing for construction purposes, performing traffic accommodation measures, signing including the placing of traffic delineators, markers, reflectors and flags, performing inspections performing supervision of any and all construction and maintenance activities and consulting with the County.
 - c. "Minister" shall mean the Minister of Transportation for the Province of Alberta or his authorized representative.
- 3. Materials and Equipment
 - a. **Materials:** Snow to build and maintain approach ramps.

- b. **Equipment:** Flooding equipment, snow spreading equipment, bucket, blade, and drag.
 - c. **Human Resources:** Must comply with Occupational Health & Safety regulations. Must have valid driver's license. Must have minimum of two workers present at all times during work on the Ice Bridge.
Initial construction of the Ice Bridge will require additional personnel to chop ice and flood when ice thickness is not sufficient to support equipment.
4. **Permits and Approvals**
- a. The Contractor must be satisfied that Mackenzie County has applied for and received all authorizations, permits or approvals.
 - b. The Contractor shall conduct its operations in accordance with the conditions of the authorizations, permits or approvals for construction and maintenance of the Ice Bridge.
 - c. The Contractor shall familiarize itself with and follow the conditions and measures set out within DFO's document titled Pacific Region Operational Statement Ice and Snow Fill Bridges (found at http://www-heb.pac.dfo-mpo.gc.ca/decisionsupport/os/os-ice_bridge_e.htm so as to be in compliance with Subsection 35(1) of the Fisheries Act. For greater certainty, the Contractor must conduct the Work in such a manner as not to cause the harmful alteration, disruption or destruction (HADD) of fish habitat unless it has been authorized by DFO.
5. **County's Operating and Safety Plan**
- a. The County shall provide an Operating and Safety Plan satisfactory to the Minister. **The Contractor must follow all aspects of the approved safety plan.** The Operating and Safety Plan shall be based on, but not limited to, the requirements of:
BEST PRACTICE for Building and Working Safely on Ice Covers in Alberta
http://www.employment.alberta.ca/documents/WHS/WHS-PUB_sh010.pdf
 - b. The County's general construction and maintenance requirements contained herein will be supplemented and superseded by more specific and stringent requirements of the County's Operating and Safety Plan where applicable.
6. **Ice Measurement**
- a. The County shall assess ice thickness, weather conditions and the peculiarities of the Peace River as these are contributing factors that determine when construction of the Ice Bridge should commence.
 - b. The County shall measure and test the ice thickness to determine its ice bearing capacities. The County shall strictly comply with such ice bearing capacities when choosing and deploying equipment and employees for the Work.
7. **Commencing Construction Activities**
- a. If the natural ice is not sufficient to safely support the construction of the Ice Bridge, the Contractor shall cease and suspend all activities until sufficient ice thickness has developed to allow further construction activities and contact Mackenzie County immediately.

- b. The Contractor provides and ensures that all personnel wear appropriate personal protective equipment and appropriate flotation suits while working on the Ice Bridge.
 - c. When it is unsafe to permit travel, the Contractor shall post and maintain signs and barricades at both entrances to the Ice Bridge stating that the Ice Bridge is closed.
 - d. When there is sufficient ice bearing capacity the Contractor may:
 - **Break down extremely rough ice using hand tools before heavier equipment can be used to complete the leveling process.**
 - **Use small pumps to flood areas that require strengthening. The depth of each flood should not exceed five (5) centimetres.**
 - e. In the event that heavy equipment is required to repair the Ice Bridge due to conditions caused by the river including, but not limited to, pressure ridges, consultation is required with the Minister through the Peace River Operations Manager prior the commencement of such work. The County reserves the right to reject any or all payment for such work if prior consultation has not occurred. If such heavy equipment works have been agreed upon, the County shall pay for such approved works at 80% of the applicable hourly rates as outlined in the most current Alberta Roadbuilders and Heavy Construction Association Equipment Rental Rates Guide.
 - f. The Contractor shall ensure that Gross Vehicle/Equipment Weights are posted in clear view on both the outside and inside of all vehicles/equipment working on the ice, for operator reference as to weights currently situated on the ice.
8. Minimum Requirements for the Fully Constructed Ice Bridge for Public Use
- a. The Contractor shall construct the Ice Bridge so that its complete surface width shall be thirty (30) metres. The Contractor shall construct the Ice Bridge to a standard capable of allowing one vehicle with a gross weight up to a maximum of sixty-three thousand five hundred (63,500) kilograms to travel safely at a speed of not greater than ten (10) km/hr. In the event warm weather conditions prevail for the winter season preventing the Contractor from constructing the Ice Bridge to the maximum load limit of sixty-three thousand five hundred (63,500) kilograms, the County has the discretion to adjust the maximum load limit for constructing the Ice Bridge.
9. Opening the Ice Bridge for Public Use
- a. When the surface of the Ice Bridge is smooth enough and the ice has sufficient strength to permit the safe passage of vehicles, the County will interpret ice test results.
 - b. Prior to opening the Ice Bridge, the County shall supply and the Contractor shall install all necessary regulatory, advisory and information signs at both of the Ice Bridge entrances. The County and Contractor shall only use sign materials in accordance with the Alberta Transportation Approved Products List (found on the Alberta Transportation website at; <http://www.transportation.alberta.ca/Content/docType253/Production/productindex.pdf>)
 - c. When there is sufficient ice thickness to safely permit travel of a vehicle having a gross vehicle weight up to five thousand (5,000) kilograms. The minimum width of travel surface required at this initial opening shall be no less than ten (10) meters. The County will provide ice testing results to the Minister and with the Minister's approval the Ice Bridge will open.

- d. *The County will be responsible for approving the opening date together with a load limit. Once the County has approved the opening date and load limit, the County shall post the load limit and open the Ice Bridge for public use.*
- e. *The County shall also arrange for public service announcements through the local radio station(s) advising that the Ice Bridge is open for the season.*
- f. *The County will monitor, maintain and change all signs that indicate the Ice Bridge open/closed status and weight capacity that are located outside of the Ice Bridge contract area.*
- g. *The County shall supply and the Contractor shall erect signs at both of the entrances to the Ice Bridge advising motorists:*
 - *Of the maximum allowable vehicle weight in tonnes.**Posted maximum allowable vehicle weight in tonnes shall not exceed 63.5 tonnes*
 - *To travel at a maximum speed no greater than ten (10) km/hr.*
 - *That only one maximum tonnage vehicle is permitted on the Ice Bridge at a time.*

****During the winter season the Ice Bridge ice bearing capacity may exceed the sixty-three thousand, five hundred (63,500) kilograms. In the event that ice measuring/testing indicates an ice bearing capacity greater than sixty-three thousand five hundred (63,500) kilograms, the posted maximum allowable vehicle weight shall remain at 63.5 tonnes.*
- h. *The County shall supply and the Contractor shall install suitable markers with delineator reflectors and fluorescent orange flags at thirty (30) meter intervals to delineate the edge of the Ice Bridge.*

10. Ongoing Ice Bridge Maintenance

- a. *The County shall perform a daily visual inspection of the Ice Bridge. The County shall observe and document all circumstances and conditions affecting the traveling public and the Ice Bridge on the Ice Measure/Inspection Report. The County may provide the Contractor with a copy of the Report daily, and the Contractor is required to rectify all deficiencies noted on the report within a timeline that is provided by the County.*
- b. *The County shall perform ice measuring/testing in accordance with the accepted procedures for ice bearing assessment as specified in the County's Operating and Safety Plan. The County shall measure and test the Ice Bridge's ice once a week with no more than seven (7) days between measurements and tests. An increased frequency of measurements and tests may be required due to ice/weather conditions. The increase in frequency of measurements and tests shall be at the discretion of the County. The County will provide the Contractor with a copy of the Report, as required, to assist the contractor with identifying areas of thinner ice.*
- c. *The Contractor is required to continue flooding the Ice Bridge a minimum of two complete times per week weather permitting and in consultation with the County to increase the ice thickness for as long as conditions allow, after the maximum weight capacity of sixty-three thousand five hundred (63,500) kilograms has been achieved. The Contractor is to include the cost of the said works in the Ongoing Ice Bridge Maintenance (Section 20(d)) portion of the bid, and will not receive additional compensation for this work.*
- d. *The County will supply a grader with an operator, on occasion, to assist in clearing snow and maintaining the Ice Bridge. The grader will only be available when the County deems it necessary and appropriate to assist the Contractor with the snow clearing and grading the Ice Bridge and approaches.*

- e. *Should weather, river conditions, or insufficient ice bearing capacities occur between the initial opening and the official closing of the Ice Bridge for the season, the County shall have the authority to close the Ice Bridge.*
- f. *The Contractor shall:*
 - *Maintain the Ice Bridge to the desired width of thirty (30) metres and maintain markers identifying the Ice Bridge boundaries.*
 - *Flood to increase thickness to maintain the specified ice bearing capacity; berms shall be established on each side and centre to increase efficiency of flood waters. The depth of each flooding should not exceed five (5) centimetres and shall be restricted to half of the Ice Bridge surface width at a time to minimize traffic interruptions.*
 - *Remove snow as necessary and keep the snow berms sloped away to reduce the possibility of trapping snow unnecessarily.*
 - *Perform ice measuring, as needed, to facilitate the construction of the Ice Bridge.*
 - *Perform all maintenance activities as required by the County. The County will inspect the Ice Bridge daily, as per Section 10 (a), and the Contractor will be required to rectify all noted deficiencies within the timeline provided by the County.*
- g. *In the event that additional heavy equipment is required to repair the Ice Bridge due to conditions caused by the river including, but not limited to, pressure ridges, consultation is required with the County's Director of Operations(South) prior the commencement of such work. The County reserves the right to reject any or all payment for such work if prior consultation has not occurred. If such heavy equipment works have been agreed upon, the County shall pay for such approved works at the 80% of the applicable hourly rates as outlined in the most current Alberta Roadbuilders and Heavy Construction Association Equipment Rental Rates Guide.*
- h. *Maintenance of the gravel approaches, such as but not limited to, the placement of gravel to achieve a smooth transition from the ice bridge to the roadway shall be considered incidental to the Work. Placement of gravel shall be in accordance with Section 18(a)*

11. Ice Bridge End of Season Closing

- a. *In the later part of the winter season, it will be necessary for the County to close the Ice Bridge whenever the surface water exceeds a depth of fifteen (15) centimeters and/or the Ice Bridge's ice bearing capacity drops below five thousand (5000) kilograms.*
- b. *The County shall be responsible for determining closure dates of the Ice Bridge. The County shall also arrange for public service announcements through the local radio station(s) advising that the Ice Bridge is closed for the season.*
- c. *At the end of the season, just prior to when the surface becomes unfit for the safe usage by any vehicle, the Contractor shall retrieve all signs and other traffic control devices on the ice. The County shall supply and the Contractor shall install road closed signs and barricades at both of the entrances to the Ice Bridge, at which time the Minister's Highway Maintenance Contractor shall monitor the closure of the Ice Bridge while performing its regular road inspections for the Minister.*

12. Record Keeping

- a. *The County shall keep records of the ice thickness during the construction and maintenance phases of the Ice Bridge.*

- b. *The County shall keep records all Daily Inspections and record all pertinent information on the Ice Measure/Inspection Report.*
- c. *The Contractor shall keep detail Work records relating to the execution of the agreement. The records shall indicate the date and times, the type and nature of work that was performed, personnel, equipment and material utilized and their respective quantities. These records shall be provided to the County by the Contactor.*

13. Prohibition Against the Use of Gravel, Sand, Salt, Dirt or Deleterious Materials

- a. *The Contractor shall not deposit gravel, sand, salt, dirt or deleterious material into the river or on the Ice Bridge.*

14. Insurance

- a. *The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances in compliance with the Alberta Insurance Act, and in forms and amounts acceptable to the County:*
 - *General Liability Insurance on all equipment owned, operated or licensed in the name of the Contractor in an amount not less than ten million dollars (\$10,000,000) with Mackenzie County listed as additional named insured.*
 - *Automobile liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than five million dollars (\$5,000,000).*
 - ***The Contractor must post the names of all personnel working on the Ice Bridge. This list shall be located at the job site, not on Ice Bridge at any given time.***
- b. *Prior to the execution of the Agreement, the Contractor shall provide the County with a certified true copy of each insurance policy and upon request at any time thereafter within the Term of the Agreement, and the Contractor shall also provide certified true copies of the certificates of renewal of the policies, or certified true copies of the replacement policies, as evidence that these coverage's have been continued for the duration of the Agreement.*
- c. *All required insurance shall be endorsed to provide the County with thirty (30) days advance written notice of material change or cancellation.*
- d. *The Contractor is responsible for insuring its equipment against all risks of accidental loss or damage.*
- e. *The Contractor shall require Worker's Compensation Insurance in the amount required by the Workers' Compensation Board for the term of this Agreement. In the event the Contractor is performing work as defined in the Occupational Health and Safety Regulations and the Contractor is a proprietor or performs an exempt activity as defined by the Worker's Compensation Board, then the Contractor shall hold and maintain Worker's Compensation Insurance personal coverage throughout the length of this Agreement.*

15. Due Care, Claim Settlement and Hold Harmless

- a. *The Contractor shall hold harmless the County and its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Contractor, its employees, agents or sub-contractors, in the performance of the Work. Such hold harmless shall survive this Agreement.*
- b. *The County shall hold harmless the Contractor and its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise directly*

or indirectly out of any act or omission of the County, its employees or agents, in the performance of the Work. This Hold Harmless shall survive this Agreement.

- c. The Contractor shall ensure that its forces and those of all sub-contractors use due care to ensure that no person is injured and no person's property is damaged in the prosecution of the Work. Without restricting the generality of the foregoing, the Contractor shall, at its own expense, make such provisions as may be necessary to avoid any such injury or damage.
- d. All claims for injury, loss or damage arising in connection with the Work will be referred to the Contractor who shall deal with each claim in a fair and reasonable manner. The Contractor shall respond to each claimant in writing, setting out the Contractor's position with respect to the claim.
- e. If the Contractor settles the claim, it shall provide the County with written proof that the claim has been resolved. If the Contractor is unable to settle the claim or considers the claim to be invalid, it shall provide the County with written reasons for rejecting the claim.

16. Conflicts Of Interest

- a. The Contractor and the Contractor's employees:
 1. Shall conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring the impartiality of the Contractor or its employees into question;
 2. Shall not influence, seek to influence, or otherwise take part in a decision of the County, knowing that the decision might further their private interests;
 3. Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest, and
 4. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement, and if such financial interest is acquired during the term of this Agreement, the Contractor shall promptly declare it to the County.
- b. A breach of the conflict of interest clauses of this Agreement constitutes grounds for termination of the Agreement, should the County deem such action appropriate.

17. Inspection/Enforcement by the County

- a. The County reserves the right to inspect the Work in whole or in part to confirm that it has been performed in accordance with the specifications and conditions set out in this Agreement.

18. Compliance with Laws and Regulations

- a. In performing the Work, the Contractor shall comply with all applicable statutes, regulations, by-laws, orders and directives of the respective government authorities having jurisdiction, and shall obtain any and all permits, licenses, approvals or consents necessary for the Work or the Materials, and shall pay any tax, levy, fee or other like charges required to be paid in order for the Contractor to perform the Work or for the County to use the Materials.

19. Extension of Agreement

- a. The County and the Contractor may mutually agree to extend the expiry date of the Agreement
- b. One year increments at the same bid price may be considered up to a max of 2 extensions, at a 2% increase per extension.

20. Payment

- a. The County agrees to pay the Contractor 30% \$ _____ for construction of the Ice Bridge up to **Five Thousand (5000) kilogram load capacity** and a travel surface of **ten (10) meters wide**. This payment will be full compensation for flooding, constructing the Ice Bridge, traffic accommodation, signage placement and maintenance, and all labour, administration costs, insurance, equipment, materials, tools, telecommunication devices and service costs, and incidentals necessary to complete the Work.
- b. The County agrees to pay the Contractor 20% \$ _____ for construction of the Ice Bridge from **Five Thousand (5000) kilogram to Thirty Five Thousand (35,000) kilogram load capacity**, and a travel surface of **thirty (30) meters wide**. This payment will be full compensation for flooding, constructing the Ice Bridge, traffic accommodation, signage placement and maintenance, and all labour, administration costs, insurance, equipment, materials, tools, telecommunication devices and service costs, and incidentals necessary to complete the Work.
- c. The County agrees to pay the Contractor 20% \$ _____ for construction of the Ice Bridge from **Thirty Two Thousand (32,000) kilogram to Sixty Three Thousand Five Hundred (63,500) kilogram load capacity**. This payment will be full compensation for flooding, constructing the Ice Bridge, traffic accommodation, signage placement and maintenance, and all labour, administration costs, insurance, equipment, materials, tools, telecommunication devices and service costs, and incidentals necessary to complete the Work.
- d. The County agrees to pay the Contractor 30% \$ _____ for the **ongoing maintenance after the Sixty Three Thousand Five Hundred (63,500) kilogram load capacity has been reached**. This payment will be full compensation for all items in Section 10, Ongoing Ice Bridge Maintenance.
- e. In the event warm weather conditions prevail for the winter season, preventing the County from constructing the Ice Bridge to the maximum load capacity limit prescribed, the Operations Manager has the discretion to lower the maximum load capacity limit for constructing the Ice Bridge. Payment for the construction of the Ice Bridge to the lower maximum load capacity limit will be made base on a calculated prorated unit price in 26 (c) depending where the lower maximum load capacity falls.
 - Example: The Operations Manager agrees to a lower maximum load capacity to 60,000 kilogram load capacity. If Minister and the County originally agreed to pay \$25,000 for constructing the Ice Bridge from 32,000 kilogram load capacity to 63,500 kilogram load capacity, then the Minister agrees to pay for the lower maximum load capacity at the following, $(\$25,000 \times 60,000 \text{ kg}) / 63,500 \text{ kg} = \$23,622.05$.
- f. No additional compensation will be forwarded to the Contractor by the County for constructing the Ice Bridge beyond the minimum final width requirement of 30 meters.

- g. Flooding required for the routine maintenance of the Ice Bridge shall be considered incidental to the Work. Routine flooding maintenance shall be in accordance with Section 10, Ongoing Ice Bridge Maintenance of this agreement.
- h. The use of additional equipment required for Ice Bridge maintenance as specified in Section 10(f), shall require prior approval from the County. Payment for approved heavy equipment that is required for maintenance of the Ice Bridge shall be at 80% of the applicable hourly rates as outlined in the most current Alberta Roadbuilders and Heavy Construction Association Equipment Rental Rates Guide. **The County reserves the right to reject any or all payment for such work if prior approval was not granted.**
- i. Installation and removal of any or all signs, traffic control devices, traffic delineators, reflectors or flags required for traffic control and guidance will be considered incidental to the Work.
- j. The County's payment for the construction and maintenance of the Ice Bridge will be made by an **invoice after the completion of each phase of construction of the Ice Bridge as described in Section 20(a), Section 20(b), Section 20(c), and for the ongoing maintenance phase as described in Section 20(d).** Invoices are to be forwarded by the Contractor to Mackenzie County's La Crete Office at the following address:

Mackenzie County
 Attention: Jeff Simpson, Director of Operations
 Box 640, Fort. Vermilion, AB, T0H 1N0

All Invoices submitted by the Contractor shall **clearly describe**;

- the service provide as outlined in Section 20 of this agreement.
- the billable cost for the service, along with the total accumulated cost billed to the County to date.

21. Term & Agreement Value

- a. The Agreement shall commence on 0:00:01 _____, 2021 and shall terminate on 23:59:59 April 30th, 2024. **The total value of the agreement term is \$ _____.**

22. Termination

- a. The County reserves the right to annul the Agreement at any time upon giving at least thirty (30) days notice in writing, to the Contractor, in which event the Contractor shall cease Work and shall be entitled to payment for the Work completed by the Contractor up to the time of the annulment.
- b. The Contractor reserves the right to annul the Agreement at any time upon giving at least thirty (30) days notice in writing, to the County, in which event the Contractor shall cease Work and shall be entitled to payment for the Work completed by the Contractor up to the time of the annulment.

23. Confidentiality

- a. The Contractor shall treat data and information concerning the County or third parties, or the business activities of them, as confidential and not disclose, copy, use, or permit the use of it at any time or in any way, other than for the purpose of performing this Agreement. The Contractor shall not communicate any matters concerning the Work to any member of the public or any news

medium, whether the press or radio or television, without the prior written consent of the County.

- b. The Contractor shall limit the disclosure of confidential information to those persons to whom such disclosure is strictly necessary for the performance of the Agreement and shall ensure that those persons are bound by obligations of confidentiality equal to those contained in this section.
- c. The Contractor shall not use the name of the County in whole or in part, in publicity releases, advertising or promotion of the Contractor's business without the County's written consent.

24. Freedom of Information

- a. Any information collected or generated by the Contractor in the course of the performance of the Agreement, may be property of the Contractor and the County, and is subject to the Freedom of Information and Protection of Privacy Act, as well as all other regulatory requirements governing the management of personal information.
- b. Both the Contractor and the County, when dealing with requests received under the Freedom of Information Protection of Privacy Act, will contact the other party prior to releasing any information to a third party under this legislation.

25. Occupational Health and Safety Act

- a. The Contractor shall familiarize himself and its staff with the terms of the Occupational Health and Safety Act and the regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that it is and assumes all of the responsibilities and duties of the "sub-contractor" as defined by the Occupational Health and Safety Act, and that it shall, as a condition of the Agreement, comply with the Occupational Health and Safety Act and the regulations thereunder.
- b. The County, as the Prime Contractor shall, to the extent required by the Occupational Health and Safety Act and Regulations, establish and maintain a health and safety system or process to ensure compliance with the Act by its employees, agents and sub-contractors/owner operators.
- c. The County has the responsibility to identify work site hazards and develop operational and occupational safety policies, procedures and plans specific to the Work to ensure the safety of every person at the work site and of the public traveling through the site.
- d. The County requires the Contractor to perform Hazard Assessments weekly and whenever the job site conditions change. The Contractor is to supply the County with a copy of the Hazard Assessments at the end of every month.
- e. If the Alberta Human Resources and Employment, Workplace, Health and Safety conduct a work site inspection that results in orders being issued to the Contractor, the Contractor shall immediately supply copies of these orders to the County's Director of Operations.
- f. The County may suspend the Work in accordance with Condition 27 County's Authority to Suspend Work, in cases of recognized imminent danger or when the Contractor fails to comply with safety orders issued or to rectify previously identified work site hazards. The County's interpretation of a work site hazard will be considered final in all cases.

- g. In the event of an injury or accident, as defined by Occupational Health and Safety Regulations, involving employees of the Contractor, the Contractor shall immediately notify the County's Director of Operations and conduct an accident investigation in accordance with provisions of the Occupational Health and Safety Act. In addition, the Contractor shall supply a copy of this investigation report to the County's Director of Operations within seventy-two (72) hours of the occurrence.*
- h. Prior to the commencement of the Work, a pre-commencement meeting will be conducted by the County. The Contractor shall ensure its project supervisor is in attendance.*
- i. While the Work is in progress, the County's project supervisor shall conduct safety meetings monthly. The Contractor will be required to attend.*

26. Safety Certificate Of Recognition (COR) or (SECOR)

- a. The Contractor shall, adhere to Mackenzie County's safety program and shall work under the County's COR for the duration of this Agreement.*

27. County's Authority to Suspend Work

- a. The County shall have the authority to suspend the Work, in whole or in part, for such a period as it deems necessary, due to conditions that it considers unfavourable for the execution of the Work or due to the failure of the Contractor to comply with any provision of the Agreement.*
- b. Upon receipt of the County's written notice to suspend the Work, the Contractor shall immediately suspend those operations as are specified in the notice. No such suspension shall impair or void the Agreement or any part thereof or any security or obligation for the performance thereof or relieve the Contractor of any other responsibility under the terms and conditions of the Agreement, including the preservation and care of the work site and materials used in the performance of the Work.*
- c. Except in situations of imminent danger, the Contractor shall not suspend the Work without the consent of the County.*

28. Third Party Accident Reporting

- a. The Contractor shall immediately notify the County of any accidents involving its employees, equipment/vehicles or its sub-contractors employees equipment/vehicles that occur during the construction or maintenance of the Ice Bridge, and which involve a fatality, serious personal injury, or 3rd party property damage in excess of one thousand dollars (\$1,000) or as specified in the Traffic Safety Act, or any act or regulation that replaces the Traffic Safety Act. The Contractor shall investigate the accident (including those of its sub-contractors) and complete a detailed accident report in a form satisfactory to the County within seventy two (72) hours of knowledge of the accident (report to include photographs, details of site conditions, records of signs, etc.) and shall provide the County with such accident report forthwith upon its completion.*

29. Notices

- a. Notices and other communications require or permitted to this Agreement shall be delivered personally, sent by facsimile, or emailed:
 - To the County at:*

Mackenzie County
Attention:
Jeff Simpson, Director of Operations
Box 1690, La Crete, AB T0H 2H0
Fax: (780) 928-3636
Email jsimpson@mackenziecounty.com

- To the Contractor at:

30. No Waiver

- a. Failure or delay on the part of either of the parties in exercising any right, power or privilege hereunder shall not operate as a waiver thereof.

31. Waiver Not Affecting Rights on Breach

- a. No waiver of any right, power or privilege by a party shall limit or affect that party's rights with respect to any breach of this Agreement by the other party.

32. Further Assurances

- a. Each of the parties hereto shall execute such further documents and give such further assurances as are required to give effect to this Agreement.

33. Severability of Articles

- a. It is intended that all Conditions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular Condition or Conditions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, and the particular Condition or Conditions or part of the Condition shall be deemed severed from the remainder of this Agreement and all other Conditions shall remain in full force.

34. Time is of the Essence

- a. Time is and shall continue to be of the essence in this Agreement.

35. Survival of Terms

- a. Despite any other provision in this Agreement, those Conditions, which by their nature continue after the conclusion or termination of this Agreement, shall continue after such conclusion or termination of this Agreement.

36. Choice of Law

- a. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta, and the parties hereto attorn to the jurisdiction of the Courts of the Province for the interpretation and enforcement of the provisions hereof.

37. Order of Precedence

- a. In the event of a conflict or inconsistency among the Schedules, this document excluding the Schedules, and any of their respective amendments; the

documents, as amended, shall take precedence and govern in the following order:

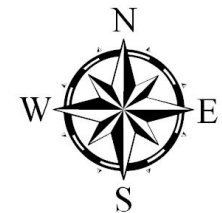
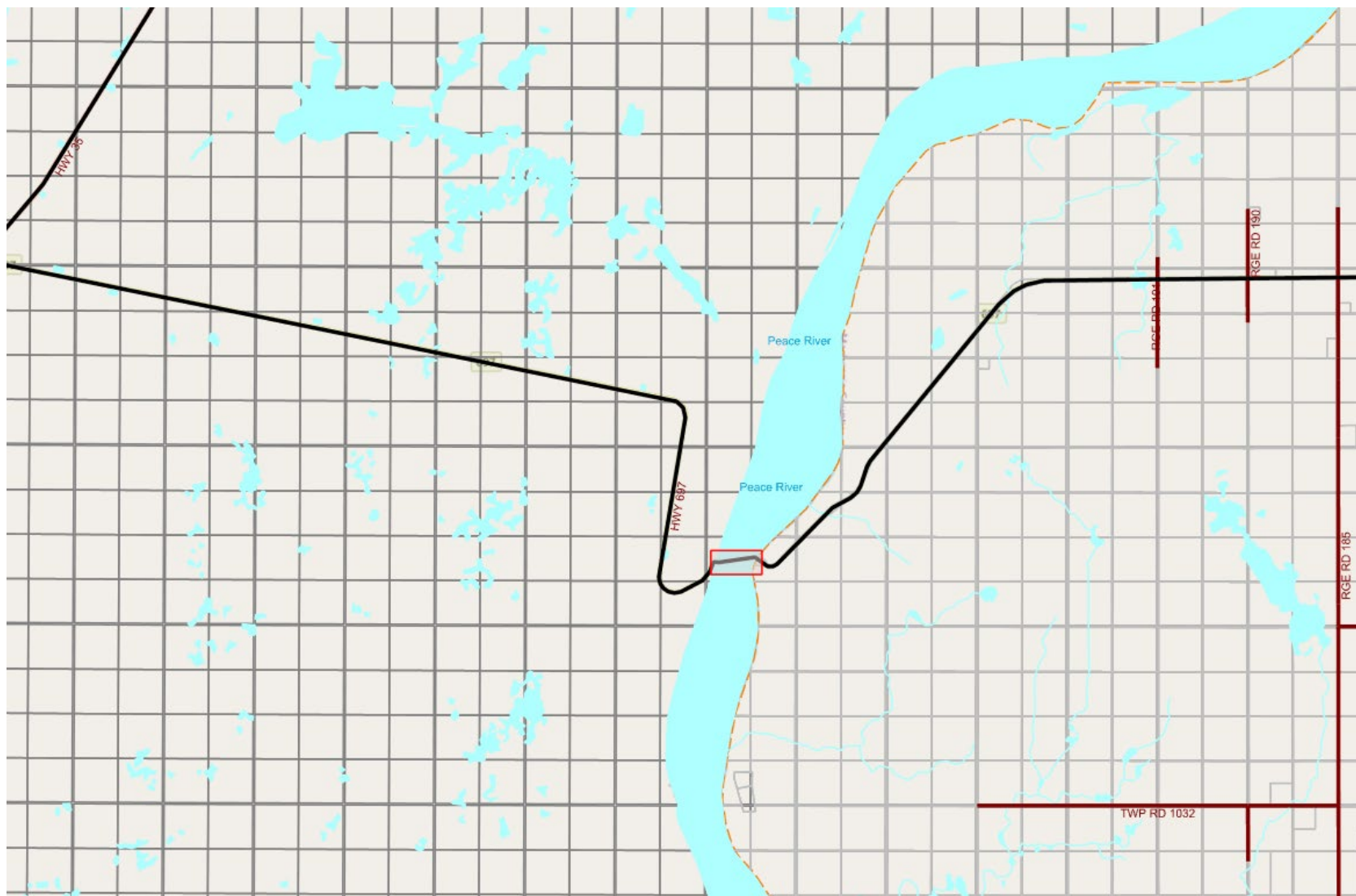
- *This document excluding Schedules;*
- *The Schedules;*

38. Fair and Liberal Interpretation

- a. *The Contractor and the County agree to give this Agreement a fair and liberal interpretation and to negotiate with fairness and candour, any modification or alteration that may be rendered necessary by changing terms, conditions, or special provisions.*

SCHEDULE "A"-Tompkins Crossing Ice Bridge
Location Map

SCHEDULE "A"



Declarations:

We hereby acknowledge and declare that:

- (a) we propose to perform the Work as set out in our Proposal;
- (b) no person, firm or corporation other than the undersigned has any interest in this RFP or in the proposed Work for which this RFP is made;
- (c) we hereby acknowledge and confirm that the County has the right to accept any Proposal or to reject any or all Proposals in accordance with the Instructions to Proponents;
- (d) this RFP is open to acceptance for a period of thirty (30) days from the date of RFP 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 _____, 2021



CONTRACT FORMS [for successful proponent(s)]

THIS Agreement made and concluded in duplicate as of this _____ day of _____, 2021, between Mackenzie County (hereinafter called "Mackenzie County") the first part and _____ of _____ in the Province of _____ (hereinafter called "the Contractor") of the second part.

WITNESSETH, that for and in consideration of the covenants and agreements on the part of Mackenzie County, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with Mackenzie County to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

TOMPKINS CROSSING – ICE BRIDGE CONSTRUCTION

in strict accordance with the plans and specifications of said work hereto attached.



It is mutually agreed that the attached tender or proposal and bond of the Contractor, together with the plans, specifications and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein Contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the said Mackenzie County that all just claims for labour and materials and for damages in connection with the work have been paid, the said Mackenzie County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached proposal or tender.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal as of the day and year herein mentioned, and these presents have been signed and sealed by the representatives of Mackenzie County, on behalf of Mackenzie County.

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENCE OF:	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Witness	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Contractor

SIGNED AND SEALED ON BEHALF OF MACKENZIE COUNTY	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Witness	per _____ per _____





Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole Meeting
Meeting Date:	July 13, 2021
Presented By:	Jennifer Batt, Director of Finance
Title:	5 Year Capital Plan Development

BACKGROUND / PROPOSAL:

At the June 23, 2021 Committee of the Whole meeting, the 5 year Capital plan was presented. Council wished to review and discuss with the various Directors on which projects they would like to add/remove, or amend the year.

The list was request to be brought to the next Committee of the Whole with meeting for further review.

Administration has met with Councillors to discuss their Wards for possible projects, which will be a incorporated into an updated handout during the meeting

Administration is presenting projects that Council and administration have identified in the updated draft 5 year capital plan at this meeting. Council may choose to allocate funding and future funding or reserve allocations towards these projects, or any new project it deems required to ensure the growth and infrastructure integrity of the County while meeting various funding requirements if grants are approved.

Various grants are available for the County to make application on for some capital projects. Each grant has it's own eligibility criteria, and administration reviews each grant to ensure that any eligible project may have an application attached.

Some grants available are:

- Alberta Muncpal Water/Wastewater Partnership (AMWWP)
- Basic Municipal Transportation Grant (BMTG) administered under MSI
- Clean Water Wastewater Fund (CWWF)
- Gas Tax Fund (GTF)
- Municipal Sustainability Initative (MSI)
- Strategic Transportation Infrastructure Program (STIP)

Author: J. Batt **Reviewed by:** _____ **CAO:** _____

Administration continues to investigate all new grant opportunities that may be available to assist the County in funding some of the 5 year capital plan projects.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

Various

SUSTAINABILITY PLAN:

To ensure growth and infrastructure integrity of the Municipality,

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the 5 year Capital plan be brought to the August 18th Council meeting for approval.

Author: J. Batt Reviewed by: _____ CAO: _____

MACKENZIE COUNTY
 Draft Capital Plan, 2021 - 2026
 DECISION WORKSHEET

2021	2022	2023	2024	2025	2026
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CAPITAL PROJECT COSTS:

(12) - Administration Department

FC - Photocopier		\$55,000					\$55,000
LC - Photocopier			\$55,000				\$55,000
100 Street Plan	\$65,000						\$65,000
Office Shower	\$8,700						\$8,700
	\$73,700	\$55,000	\$55,000	\$0	\$0	\$0	\$183,700

(23) - Fire Department

LC - Air Compressor - Bottle Filling Station		\$60,000					\$60,000
LC - Squade/OL 2011 - Dodge			\$65,000				\$65,000
LC /Tompkins - Squade /OL				\$65,000			\$65,000
Zama - Rescue						\$400,000	\$400,000
FV - Fire hall					\$1,000,000		\$1,000,000
FV - Training Facility (CF 2017)	\$11,350						\$11,350
<i>Total department 23</i>	\$11,350	\$60,000	\$65,000	\$65,000	\$1,000,000	\$400,000	\$1,601,350

(32) - Transportation Department

LC - Truck				48,000			\$48,000
LC - Attachment -Rotary Mower				40,000			\$40,000
LC - Grader	560,000						\$560,000
LC - Grader	560,000						\$560,000
LC - Grader			560,000				\$560,000
LC - Grader				560,000			\$560,000
Ice Bridge GPR	40,000						\$40,000
LC - Skidsteer	80,000						\$80,000
LC -Skidsteer						66,000	\$66,000
LC - Garage Airport			150,000				\$150,000
FV - Salt Shed Asphalt Lift	60,000						\$60,000
FV - Pole Building Airport	50,000						\$50,000
FV - Truck				48,000			\$48,000
FV -Truck				48,000			\$48,000
FV -Truck				48,000			\$48,000
FV - Plow/Sander			100,000				\$100,000
FV Plow/Sander/Picker					120,000		\$120,000
FV - Grader	560,000						\$560,000
FV - Grader			560,000				\$560,000
FV - Grader			560,000				\$560,000
FV - Grader				560,000			\$560,000
FV - Wheel loader				325,000			\$325,000
FV - Backhoe - Rubberwheel					150,000		\$150,000
FV - Skidsteer					80,000		\$80,000
FV - Skidsteer						66,000	\$66,000
FV - Rotary Mower	40,000						\$40,000
Airport Sweeper	300,000						\$300,000
Packer/Roller				30,000			\$30,000
Packer/Roller				30,000			\$30,000
Packer/Roller				30,000			\$30,000
Water Truck					225,000		\$225,000
Sidewalk Sweeper			160,000				\$160,000
ZA - Truck			48,000				\$48,000
Plow Truck	\$325,000						\$325,000
Mill Razor	\$405,000						\$405,000
<i>Summary Department 32 -Fleet and Equipment</i>	\$730,000	\$2,250,000	\$2,138,000	\$1,767,000	\$575,000	\$132,000	\$7,592,000

MACKENZIE COUNTY
 Draft Capital Plan, 2021 - 2026
 DECISION WORKSHEET

	2021	2022	2023	2024	2025	2026	
Department 32 - Infrastructure							
TWP RD 1050		\$650,000	\$650,000	\$650,000			\$1,950,000
TWP RD 1060		\$350,000					\$350,000
TWP RD 1070		\$850,000	\$900,000	\$900,000	\$900,000	\$750,000	\$4,300,000
TWP RD 1072		\$100,000					\$100,000
TWP RD 1102		\$880,000					\$880,000
RGE RD 131			\$352,000				\$352,000
RGE RD 153		\$400,000			\$350,000		\$750,000
FV - Walking Paths			\$65,000	\$68,000			\$133,000
LC - Walking Paths					\$126,000	\$120,000	\$246,000
FV - Salt Shed		\$60,000					\$60,000
Rebuild Eagles Nest Road	\$784,164						\$784,164
11 Mile Culvert Replacement	\$150,000						\$150,000
Rebuild Lambert Point Road 1 1/4 mile	\$50,000						\$50,000
Rebuild Blumenort Road East	\$385,610						\$385,610
Rebuild Machesis Lake Rd	\$437,876						\$437,876
Street Lights 9x 94 ave - 106 st Pioneer Drive	\$75,000						\$75,000
Endeavour to Assist - New Road Infrastructure	\$468,796						\$468,796
Crosswalk 94 ave 103 st	\$2,647						\$2,647
Intersection Upgrade	\$255,000						\$255,000
LC - Intersection upgrade Traffic Lights 100 St & 94 Ave (2021)	\$400,000						\$400,000
LC - 101 Ave Asphalt (300 m) (2021)	\$625,000						\$625,000
30 m Right of way for road widening - various locations (2021)	\$200,000						\$200,000
Rebuild TWP Rd 1044 (1 mile) (2021)	\$300,000						\$300,000
Road Repair & Culvert TWP Rd 1042 Rge Rd 144-145 (2021)	\$60,000						\$60,000
Rebuild 6 mile N road (2 miles) (2021)	\$440,000						\$440,000
Build Gravel Reserves	\$92,357						\$92,357
Summary Department 32 - Infrastructure	\$4,726,450	\$3,290,000	\$1,967,000	\$1,618,000	\$1,376,000	\$870,000	\$13,847,450

Department 32 - Operations Total	\$5,456,450	\$5,540,000	\$4,105,000	\$3,385,000	\$1,951,000	\$1,002,000	\$21,439,450
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(33) - Airport							
LC - Airport Garage			\$150,000				\$150,000
FV - Heat Pole Building		\$50,000					\$50,000
Summary Department 32 - Infrastructure	\$0	\$50,000	\$150,000	\$0	\$0	\$0	\$200,000

(41) - Water Treatment & Distribution Department							
LC - Future Water Supply Concept	\$200,000						\$200,000
FV - Valve Replacement Program		\$50,000	\$50,000	\$50,000			\$150,000
La Crete Well Mechanical Cleaning		\$75,000	\$75,000			\$75,000	\$225,000
Blumenort Truck Fill					\$2,500,000		\$2,500,000
Water Meter Replacement (Supply & Install)		\$1,200,000					\$1,200,000
Well Maintenance Study		\$250,000					\$250,000
LC - Sewer Flusher						\$90,000	\$90,000
Water Point Building Replacements (BHP, Tompkins, Rocky Lane)			\$250,000				\$250,000
LC - Well Number 4 (CF 2016)	\$1,175,000						\$1,175,000
ZA - Water Treatment Plant Upgrading (CF 2017)	\$781,944						\$781,944
FV - Frozen Water Services Repairs (River Road) (CF 2015)	\$20,443						\$20,443
LC - Waterline Bluehills (CF 2015)	\$690,722			\$33,500,000			\$34,190,722
FV - Rural Water Supply North of the Peace River (2018)	\$174,854			\$48,000,000			\$48,174,854
Water line to Hill Crest Community School (2021)	\$13,941						\$13,941
FV - Rural Truck Fill Pump Install (2021)	\$239,500						\$239,500
LC - Water Treatment Plant Tower Replacement (2021)	\$100,000						\$100,000
							\$0
Department 41 - Water Treatment & Distribution	\$3,396,402	\$1,575,000	\$375,000	\$81,550,000	\$2,500,000	\$165,000	\$89,561,402

MACKENZIE COUNTY
 Draft Capital Plan, 2021 - 2026
 DECISION WORKSHEET

	2021	2022	2023	2024	2025	2026	
(42) - Sewer Disposal Department							
Sewer Camera Equipment Replacement					\$60,000		\$60,000
LC - North Sanitary Trunk Sewer		\$4,474,000	\$1,915,000	\$7,398,000			\$13,787,000
LC - North Storm Water Management		\$1,023,700	\$615,800	\$713,700			\$2,353,200
LC - South Sanitary Trunk Sewer					\$13,279,000		\$13,279,000
FV - Waste Water Treatment Upgrade					\$10,000,000		\$10,000,000
ZA - Lift Station Upgrade (CF 2013-2017)	1,690,635						\$1,690,635
LC - Sanitary Sewer Expansion (CF 2016)	13,390						\$13,390
							\$0
Department 42 - Sewer Disposal	\$1,704,025	\$5,497,700	\$2,530,800	\$8,111,700	\$60,000	\$23,279,000	\$41,183,225
(43) - Solid Waste Disposal							
Waste Bin Replacement Program	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$120,000
Summary Department 43 - Solid Waste Disposal	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$120,000
Department 61- Planning							
LC Drainage Ditch Plan 192 3085, Block 24, Lot 2	\$6,000						\$6,000
LC Drainage Ditch Plan 992 0894, Block 2, Lot 1	\$2,225						\$2,225
LC Drainage Ditch NE 8-106-15-W5M (2021)	\$15,000						\$15,000
GIS Computer		\$9,000					\$9,000
Plotter		\$14,000					\$14,000
Total department 61	\$23,225	\$23,000	\$0	\$0	\$0	\$0	\$46,225
Agricultural Department - 63							
Flood Control RR15						\$250,000	\$250,000
Install Culvert & Culvert Gates - Buffalo Head			\$75,000				\$75,000
Drone					\$18,000		\$18,000
Hydro Seeding Truck				\$85,000			\$85,000
4x4 Crew Cab 1/2 Ton Truck			\$45,000				\$45,000
High Level Rural Drainage	\$38,019						\$38,019
Summary Department 63 - Agricultural	\$38,019	\$0	\$120,000	\$85,000	\$18,000	\$250,000	\$511,019
Department 71- Recreation							
ZA - Water Repair in Furnace Room (CF 2017)	\$8,338						\$8,338
ZA - Re-shingling Hall (CF 2017)	\$17,849						\$17,849
FV - Overhead Door Replacement/Completion of Hockey Netting	\$3,100						\$3,100
FV - Outdoor Rink Repairs	\$14,000						\$14,000
FV - Purchase Outhouses for Rodeo Grounds	\$10,000						\$10,000
							\$0
Total department 71	\$53,288	\$0	\$0	\$0	\$0	\$0	\$53,288
(72) - Parks & Playgrounds Department							
Hutch Lake Campground Improvements (CF 2017)	\$63,933						\$63,933
River Search & Rescue Access Plan - Atlas & Tompkins	\$32,430						\$32,430
Landing Boat Launch & FV Bridge Campground	\$6,265						\$6,265
Vanguard Subdivision Playground Equipment	\$10,045						\$10,045
Wadlin Lake Dock Piling Improvements - Firewood Compound	\$15,038	\$10,000					\$25,038
Hutch Dock Pilings	\$10,000						\$10,000
Jubilee Park Walkway	\$87,035						\$87,035
FV - Streetscape (CF 2017)	\$24,602						\$24,602
Streetscape - La Crete	\$38,000						\$38,000
New Hamlet Park (2021)	\$17,955						\$17,955
Water Well at Jubilee Park (2021)							\$0
Machesis Lake Improvements		\$10,000		\$10,000		\$10,000	\$30,000
Wadlin Lake Phase 2		\$60,000	\$60,000		\$60,000		\$180,000
Hutch Lake 10 Year Plan / Phase 1			\$60,000		\$60,000		\$120,000
Bridge Campground 10-Year /Phase 1		\$60,000		\$60,000		\$60,000	\$180,000
Campground Dock-Replacement		\$50,000		\$60,000		\$70,000	\$180,000
Buffalo Head Tower Site						\$100,000	\$100,000
DA Thomas Park					\$50,000		\$50,000
Jubilee Park				\$100,000			\$100,000
LC Arena Park			\$10,000				\$10,000
Mackenzie Housing					\$50,000		\$50,000
Zama Park						\$50,000	\$50,000
Hutch Lake ---200 Additional sites including road infrastructure @ \$20,000 per site		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Wadlin Lake --107 Additional sites including road infrastructure @ \$30,000 per site		\$321,000	\$321,000	\$321,000	\$321,000	\$321,000	\$1,605,000
Bridge Campground -100 Additional sites including road infrastructure @ \$20,000 per site		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
							\$0
Total department 72	\$305,302	\$1,111,000	\$1,051,000	\$1,151,000	\$1,141,000	\$1,211,000	\$5,970,302
TOTAL Capital Projects, by Year	\$11,081,760	\$13,931,700	\$8,471,800	\$94,367,700	\$6,690,000	\$26,327,000	\$160,869,960



Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole
Meeting Date:	July 13, 2021
Presented By:	Jennifer Batt, Director of Finance
Title:	MasterCard Statements – May 2021

BACKGROUND / PROPOSAL:

Mastercard statements are reviewed by Council at the Committee of the Whole Meetings.

A copy of the May 2021 MasterCard statements are attached for review.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

2021 Operating Budget.

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: J.Batt Reviewed by: _____ CAO: _____

POLICY REFERENCES:

Policy FIN028 Credit Card Use

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the MasterCard statements for May 2021 be received for information.

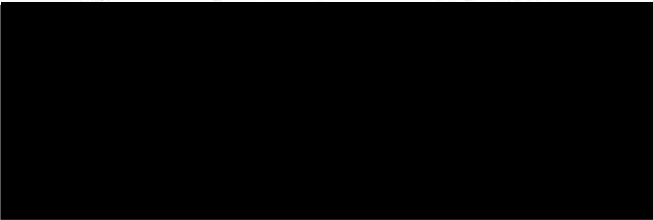
Author: J.Batt Reviewed by: _____ CAO: _____

Mackenzie County CREDIT CARD RECONCILIATION

Cardholder Information:

Cardholder Name: Grant Smith Position: Agricultural Fieldman
 Department: Agricultural
 Statement Date: 2021-05-27 Card # (last 4 digits): [REDACTED]

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt
4/26	A&W	Breakfast - Fairview	2-63-30-211		0.64	\$ 13.50	<input checked="" type="radio"/> Y <input type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
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							<input type="radio"/> Y <input checked="" type="radio"/> N
						\$ 0.64	\$ 13.50



Date: 2021-07-07
 Date: _____
 Date: _____

Please attach all credit card receipts and submit to the Finance Department.



Mackenzie County CREDIT CARD RECONCILIATION

Cardholder Information

Cardholder Name: Don Roberts Position: Director of Community Services
 Department: Community Services
 Statement Date: May 27, 2021 Card # (last 4 digits): [REDACTED]

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt	
							<input type="radio"/> Y	<input type="radio"/> N
May 20	Lucky Mobile Mississauga	Park Swing - Credit	2-72-40-511			-\$68.25	<input checked="" type="radio"/> Y	<input type="radio"/> N
			3-269				<input checked="" type="radio"/> Y	<input type="radio"/> N
							<input checked="" type="radio"/> Y	<input type="radio"/> N
							<input checked="" type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
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							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
						\$ 0.00	-\$68.25	



Date: 15 June 2021
 Date: _____
 Date: _____

Please attach all credit card receipts and submit to the Finance Department.

Mackenzie County
 Box 640, 4511-46 Avenue
 Fort Vermilion, AB T0H 1N0



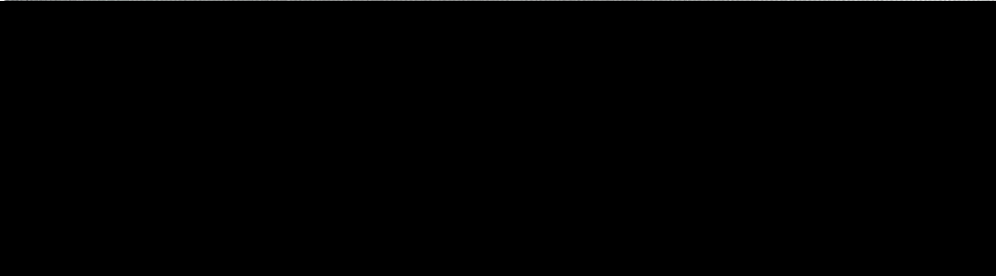
Phone: (780) 927-3718
 Fax: (780) 927-4266
 Email: office@mackenziecounty.com
 www.mackenziecounty.com

Mackenzie County CREDIT CARD RECONCILIATION

Cardholder Information

Cardholder Name: Byron Peters Position: Deputy CAO
 Department: Projects & Infrastructure
 Statement Date: May 27.2021 Card # (last 4 digits): XXXXXXXX

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt	
4/3	Homestyle Bakery	breakfast for staff	2-61-40-211			\$ 160.00	<input checked="" type="radio"/> Y	<input type="radio"/> N
5/5	The Pizza Place	developer lunch meeting	2-61-40-211		\$ 1.13	\$ 27.24	<input checked="" type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
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							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
					\$ 1.13	\$ 187.24		



Date: 2021-06-15
 Date: _____
 Date: _____

Please attach all credit card receipts and submit to the Finance Department.

Mackenzie County
 Box 640, 4511-46 Avenue
 Fort Vermilion, AB T0H 1N0



Mackenzie County
 81

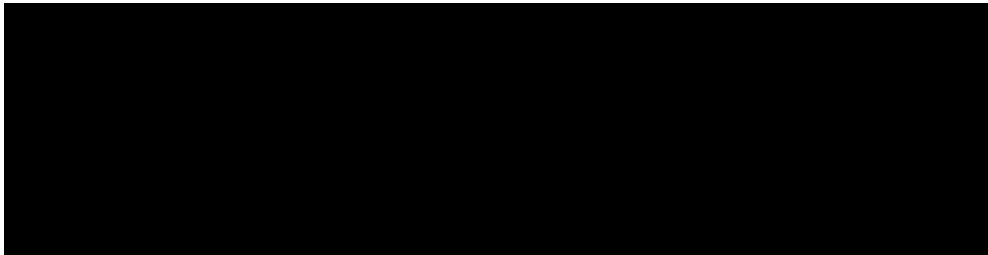
Phone: (780) 927-3718
 Fax: (780) 927-4266
 Email: office@mackenziecounty.com
www.mackenziecounty.com

Mackenzie County CREDIT CARD RECONCILIATION

Cardholder Information

Cardholder Name: _____ Position: _____
 Department: _____
 Statement Date: _____ Card # (last 4 digits): _____

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt	
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N
							Y	N



Date: _____
 Date: _____
 Date: _____

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Mackenzie County CREDIT CARD RECONCILIATION

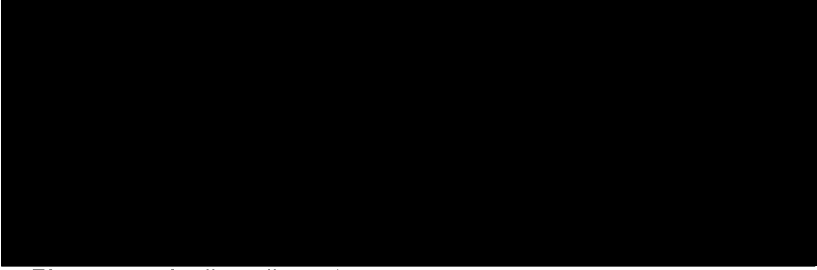
Cardholder Information:

Cardholder Name: Fred Wiebe Position: Director of Utilities

Department: Utilities

Statement Date: 2021-05-27 Card # (last 4 digits): XXXXXXXX

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt
5/10	CPC/SCP 575542 LC	Registered Letters Arrears	2-41-00-216		3.79	\$ 79.53	<input checked="" type="radio"/> Y <input type="radio"/> N
5/10	Subway		2-41-50-211		0.99	\$ 28.01	<input checked="" type="radio"/> Y <input type="radio"/> N
							<input checked="" type="radio"/> Y <input type="radio"/> N
							<input checked="" type="radio"/> Y <input type="radio"/> N
							<input checked="" type="radio"/> Y <input type="radio"/> N
							<input checked="" type="radio"/> Y <input type="radio"/> N
							<input checked="" type="radio"/> Y <input type="radio"/> N
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							<input checked="" type="radio"/> Y <input type="radio"/> N
							<input checked="" type="radio"/> Y <input type="radio"/> N
							<input checked="" type="radio"/> Y <input type="radio"/> N
					\$ 4.78	\$ 107.54	



Date: _____
Date: _____
Date: _____

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Fort Vermilion, AB T0H 1N0



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Mackenzie County CREDIT CARD RECONCILIATION

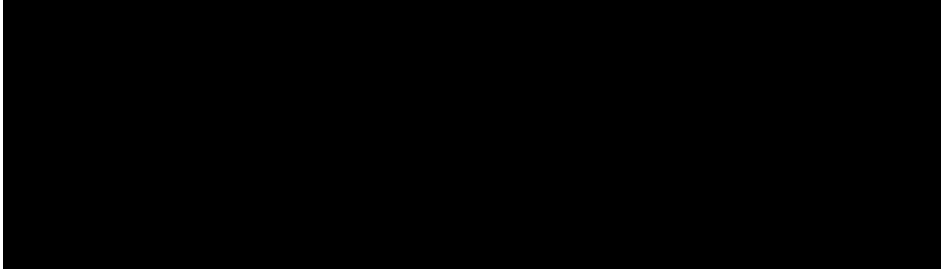
Cardholder Information

Cardholder Name: Jennifer Batt Position: Director of Finance

Department: Finance

Statement Date: 2021-05-27 Card # (last 4 digits): [REDACTED]

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt		
							<input type="radio"/> Y	<input type="radio"/> N	
5/15	Box of Docs	Monthly Prescription	2-12-30-263 ²²³		\$ 8.96	\$ 188.06	<input checked="" type="radio"/> Y	<input type="radio"/> N	
5/17	Canada Post	Taxation Notices	2-12-30-216		\$ 3.83	\$ 80.35	<input checked="" type="radio"/> Y	<input type="radio"/> N	
5/25	Pioneer Pharmasave	Gift Baskets & Supplies x 3	2-12-30-511		\$ 7.10	\$ 149.16	<input checked="" type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
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							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
							<input type="radio"/> Y	<input type="radio"/> N	
						\$ 19.89	\$ 417.57		



Date: 2021-07-05
 Date: JULY 5/21
 Date: _____

Please attach all credit card receipts and submit to the Finance Department.

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Mackenzie County CREDIT CARD RECONCILIATION

Cardholder Information:

Cardholder Name: Larissa Alook Position: Records Management Clerk

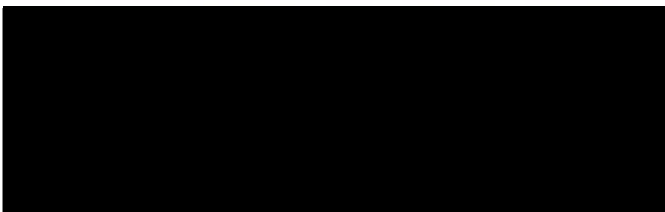
Department: Legislative & Support Services

Statement Date: 2021-06-27 Card # (last 4 digits): [REDACTED]

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt
4/27	JIBC Student Services	Course Fees - Chad Roberts	2.12.30.239			\$ 477.40	<input checked="" type="radio"/> Y <input type="radio"/> N
4/29	Vistaprint	Business Cards - Staff	2.12.30.511		5.10	\$ 107.09	<input checked="" type="radio"/> Y <input type="radio"/> N
5/4	TG's Flowers & Crafts	Sympathy Flowers - McAteer Family	2.12.30.511		4.25	\$ 89.19	<input checked="" type="radio"/> Y <input type="radio"/> N
5/7	The Gathering Place	Containers for Meeting Room	2.11.00.511		1.98	\$ 41.50	<input checked="" type="radio"/> Y <input type="radio"/> N
5/13	FCM Ottawa	Conference Fee - Lisa Wardley	2.11.00.00.211	WARD10	78.00	\$ 678.00	<input checked="" type="radio"/> Y <input type="radio"/> N
5/13	FCM Ottawa	Conference Fee - Eric Jorgensen	2.11.00.00.211	WARD06	78.00	\$ 678.00	<input checked="" type="radio"/> Y <input type="radio"/> N
5/13	FCM Ottawa	Conference Fee - Josh Knelsen	2.11.00.00.211	WARD01	78.00	\$ 678.00	<input checked="" type="radio"/> Y <input type="radio"/> N
5/13	FCM Ottawa	Conference Fee - David Driedger	2.11.00.00.211	WARD04	78.00	\$ 678.00	<input checked="" type="radio"/> Y <input type="radio"/> N
5/13	FCM Ottawa	Conference Fee - Cameron Cardinal	2.11.00.00.211	WARD07	78.00	\$ 678.00	<input checked="" type="radio"/> Y <input type="radio"/> N
5/13	FCM Ottawa	Conference Fee - Peter Braun	2.11.00.00.211	WARD03	78.00	\$ 678.00	<input type="radio"/> Y <input checked="" type="radio"/> N
5/13	LimeBlu	Seasonal Training	2.12.30.211		8.26	\$ 176.58	<input checked="" type="radio"/> Y <input type="radio"/> N
5/14	City Centre Inn	Double Reservation Refund	-2.42.40.211	3-26 th	→ 8.00	-\$ 174.39	<input checked="" type="radio"/> Y <input type="radio"/> N
5/14	FCM Ottawa	Conference Fee - Ernest Peters	2.11.00.00.211	WARD05	78.00	\$ 678.00	<input checked="" type="radio"/> Y <input type="radio"/> N
5/20	Canadian Payroll	Excel Training - Judy Quewezance	2.12.30.239		17.45	\$ 366.45	<input checked="" type="radio"/> Y <input type="radio"/> N
05/20	Canadian Payroll	Excel Training - Courtney Nuttall	2.12.30.239		17.45	\$ 366.45	<input checked="" type="radio"/> Y <input type="radio"/> N
05/20	Canadian Payroll	Employment Standards - Judy Q.	2.12.30.239		17.45	\$ 366.45	<input checked="" type="radio"/> Y <input type="radio"/> N
05/20	Fredpryor Careertrack	HR Law - Judy Quewezance	2.12.30.239		12.45	\$ 261.45	<input checked="" type="radio"/> Y <input type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
							<input type="radio"/> Y <input checked="" type="radio"/> N
						\$ 630.39	\$ 6,824.17

2-11-214

2-11-214 -



Date: 2021-06-28

Date: _____

Date: _____

Please attach all credit card receipts and submit to the Finance Department.

Mackenzie County CREDIT CARD RECONCILIATION

Cardholder Information

Cardholder Name: Caitlin Smith Position: Manager of Planning and Development

Department: Planning & Development

Statement Date: May 27, 2021 Card # (last 4 digits): [REDACTED]

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt	
5/17	Great Canadian Dollar Str	Staff Farewell Card (Person 1)	2-61-00-511		\$ 0.15	\$ 3.15	<input checked="" type="radio"/> Y	<input type="radio"/> N
5/18	La Crete Co-op	Staff Farewell Snack	2-61-00-511		\$ 2.00	\$ 67.89	<input checked="" type="radio"/> Y	<input type="radio"/> N
5/18	Super J Foods	Staff Farewell Snack	2-61-00-511			\$ 17.98	<input checked="" type="radio"/> Y	<input type="radio"/> N
5/18	La Crete Apple Drugs	Staff Farewell Card (Person 2)	2-61-00-511		\$ 0.28	\$ 5.87	<input checked="" type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
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							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
							<input type="radio"/> Y	<input type="radio"/> N
					\$ 2.43	\$ 94.89		

Date: 2021-06-16
 Date: _____
 Date: _____

Please attach all credit card receipts and submit to the Finance Department.

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 Fort Vermilion, AB T0H 1N0



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Mackenzie County CREDIT CARD RECONCILIATION

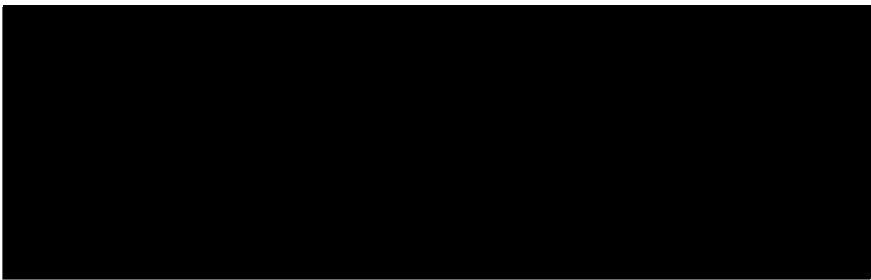
Cardholder Information:

Cardholder Name: Jeffrey Simpson Position: Director of Operations

Department: Operations

Statement Date: 2021-05-27 Card # (last 4 digits): [REDACTED]

Post Date	Vendor Name	Description & Business Purpose	Accounting Code	Work Code	GST	Total	Receipt
5/3	DRAutoExtrasYorktonS	Trailer Part	2-32-40-253		3.24	\$ 71.72	<input type="radio"/> Y <input type="radio"/> N
5/8	KFCHighLevel	Trip to Zama (Flooding)	2-32-50-211		0.60	\$ 12.59	<input type="radio"/> Y <input type="radio"/> N
5/13	DairyQueenHighLevel	Trip to Zama (Flooding)	2-32-50-211			\$ 24.11	<input type="radio"/> Y <input checked="" type="radio"/> N
5/15	TimHortonsHighLevel	Trip to Zama (Flooding)	2-32-50-211			\$ 12.52	<input type="radio"/> Y <input checked="" type="radio"/> N
5/20	LaCreteHomeHardware	Cam Trail Cameras	2-32-30-511		26.00	\$ 545.98	<input type="radio"/> Y <input type="radio"/> N
5/22	DairyQueenHighLevel	Zama Site Tour (Flooding)	2-32-50-211		1.28	\$ 26.95	<input type="radio"/> Y <input type="radio"/> N
							<input type="radio"/> Y <input type="radio"/> N
							<input type="radio"/> Y <input type="radio"/> N
							<input type="radio"/> Y <input type="radio"/> N
							<input type="radio"/> Y <input type="radio"/> N
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							<input type="radio"/> Y <input type="radio"/> N
							<input type="radio"/> Y <input type="radio"/> N
							<input type="radio"/> Y <input type="radio"/> N
					\$ 31.12	\$ 693.87	



Date: 2021-06-16

Date: _____

Date: _____

Please attach all credit card receipts and submit to the Finance Department.





Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole Meeting
Meeting Date:	July 13, 2021
Presented By:	Jennifer Batt, Director of Finance
Title:	Cheque Registers – June 21 – July 9, 2021 Electronic Funds Transfers June , 2021

BACKGROUND / PROPOSAL:

At the request of Council cheque registers are to be viewed by Council during Committee of the Whole meetings.

All invoices are authorized by Managers, Directors, and or the CAO in accordance with the Purchasing Policy. Cheques are released on a bi-weekly basis unless otherwise required for operational needs. Copies of the June 21 – July 9, 2021 cheque registers, and Electronic Funds Transfers for June,2021 will be available on meeting day.

OPTIONS & BENEFITS:

Administration will continue to present all new cheque registers at each Committee of the Whole meeting.

COSTS & SOURCE OF FUNDING:

2021 Budget.

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: J.Batt Reviewed by: _____ CAO: _____

POLICY REFERENCES:

Policy FIN025 Purchasing Authority Directive and Tendering Process

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the cheque registers from June 21 – July 9, 2021, and Electronic Funds Transfers for June,2021 be received for information.

Author: J.Batt Reviewed by: _____ CAO: _____



Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole
Meeting Date:	July 13, 2021
Presented By:	Jeff Simpson, Director of Operations
Title:	Bylaw 1229-21 School Zones and Other Speed Zones

BACKGROUND / PROPOSAL:

Mackenzie County has a Bylaw in place for the purpose of declaring specific portions of roads as school zones and other speed zones.

Administration was notified by the Fort Vermilion School Division that, due to the COVID-19 pandemic, their hours of instruction for students has changed for the 2021-2022 school year. Therefore, a change in the hours of the school zones is required.

They have recommended that school zone times be changed as follows:

- 8:00 a.m. to 9:00 a.m.
- 2:30 p.m. to 3:30 p.m.

At the June 22, 2021 Committee of the Whole Meeting, additional changes/additions/deletions were discussed.

OPTIONS & BENEFITS:

In order to accommodate the revised school hours and to enforce the school zones, the Bylaw must reflect the specified times as required by legislation.

A copy of the proposed Bylaw is attached.

COSTS & SOURCE OF FUNDING:

General Operating Budget - costs to change the signage at the affected public schools.

Author: S Wheeler **Reviewed by:** _____ **CAO:** _____

SUSTAINABILITY PLAN:

COMMUNICATION / PUBLIC PARTICIPATION:

Mackenzie County Bylaws are available on the County website. Changes will be advertised on the County’s social media and in print media.

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That Bylaw 1229-21 School Zones and Other Speed Zones be brought to Council for first reading.

Author: S Wheeler Reviewed by: _____ CAO: _____

BYLAW NO. ~~1197-2012~~229-21

BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

FOR THE PURPOSE OF DECLARING SPECIFIC PORTIONS OF ROADS
AS SCHOOL ZONES AND OTHER SPEED ZONES
AND AUTHORIZING THE ERECTION OF SCHOOL ZONE SIGNS
TO DESIGNATE THE AREAS SO DECLARED

WHEREAS the Council of Mackenzie County deem it advisable that specific portions of roadways herein referred to be declared as playground zones, school zones, and children playing zones for the protection of children attending the schools and playing at the specified locations;

WHEREAS the Council has designated that certain roadway speeds be reduced due to congested residential development;

WHEREAS, provisions of the Traffic Safety Act, the Council of Mackenzie County may establish maximum speed limits of less than eighty (80) kilometers per hour for highways under its control; and to establish a maximum speed limit in excess of eighty (80) kilometers per hour for all or any highway under its control;

WHEREAS, provisions of the Traffic Safety Act, the Council of Mackenzie County may prescribe a maximum of not more than one hundred (100) kilometers per hour for a highway that is not a primary highway;

WHEREAS, provisions of the Traffic Safety Act, the Council of Mackenzie County may prescribe speed limits and increase or decrease the length of the periods of time referred to in the regulations during which the speed limit is in effect for that school zone or playground zone;

THEREFORE by virtue of the powers vested in it under the Traffic Safety Act, and the Municipal Government Act, the Council of Mackenzie County enacts as follows:

1. In this bylaw, unless the context otherwise requires,
 - a) **“Hamlet(s)”** shall be the unincorporated communities of Fort Vermilion, La Crete, and Zama as established and designated boundaries as approved by Mackenzie County.
 - b) **“Public Schools”** means a school operated by the Fort Vermilion School Division.
 - c) **“Rural”** shall be all other areas within the municipality with the exception of the communities noted above.

2. PLAYGROUND ZONES

- a) That the portion of 101st Avenue from the east boundary of Lot 4MR, Block 17, Plan 792-1881 to the west boundary of the same, within the boundaries of the Hamlet of La Crete be declared a playground zone. (Reinland Park)
- b) ~~That the portion of River Road from the east boundary of Lot 1, Plan 3279 KS to the west boundary of the same, within the boundaries of the Hamlet of Fort Vermilion be declared a playground zone. (St. Mary's Elementary School)~~
- c) That the portion of Aspen Drive from the north boundary of Lot 1MR, Block 15, Plan 892-2794 to the south boundary of same, within the boundaries of the Hamlet of Zama be declared a playground zone. (Zama Community Park)
- d) That the portion of Aspen Drive from the north boundary of Lot 4, Block 11, Plan 882 1687 to the south boundary of Lot 4, Block 11, Plan 882 1687, within the boundaries of the Hamlet of Zama be declared a playground zone. This playground zone shall be for the Zama City School.
- ~~e) That the portion of 44th Avenue from the west boundary of 50th Street to the east boundary of 52nd Street 50th Street from the north boundary of Lot 4, Block A, Plan 7621591 (Fort Vermilion Public School) to south of the baseballs diamonds of Lot N, Plan 580KS and 44th Avenue from 50th Street to 52nd Street (Fort Vermilion Community Complex), within the Hamlet of Fort Vermilion be declared a playground zone. (Fort Vermilion Community Complex)~~
- f) That the portion of 110 Street south of 98 Avenue and 97 Avenue northwest of 108 Street, Plan 1026365, Block 38, 61 MR, within the Hamlet of La Crete be declared a playground zone. (Knelsen Park)
- ~~e)g) That the portion of 94th Avenue from the east boundary of Lot 12, plan 7820147, (Sandhills Elementary School) to the west boundary of NW-4-106-15-W5M (Reinland Christian Academy), within the Hamlet of La Crete be declared a playground zone.~~

3. PLAYGROUND ZONE HOURS AND SIGNAGE

- a) That on any day no driver shall drive within the playground zone, so declared, at a rate of speed greater than 30 kilometers per hour at any time between the hours of 8:30 a.m. and one hour after sunset.

- b) That 30 kilometers per hour playground zone speed signs be erected to designate those portions of the roadways within the hamlets in the Mackenzie County herein before referred to as playground zones for the guidance of any person or driver of any vehicle travelling on the said roadways.

4. SCHOOL ZONES – PUBLIC SCHOOLS

- a) ~~That the portion of 94th Avenue from the east boundary of Lot 12, Plan 782 0147 to the west boundary of Lot 14 Plan 782 0147, within the boundaries of the Hamlet of La Crete be declared a school zone. This school zone shall be for the Ridgeview Central School and the Sandhills Elementary School.~~
- b) ~~That the portion of 100th Street from the south boundary of Lot C, Plan 962 4008 to the north boundary of Lot C Plan 962 4008 and that the portion of 99 Avenue from the NE corner of Lot C Plan 962 4008 to 101st Street, within the boundaries of the Hamlet of La Crete be declared a school zone. This school zone shall be for the La Crete Public School.~~
- c) ~~That the portion of 50th Street from the north boundary of Lot 4, Block A, Plan 762 1591 to the south boundary of Lot 4, Block A, Plan 762 1591, within the boundaries of the Hamlet of Fort Vermilion be declared a school zone. This school zone shall be for the Fort Vermilion Public School.~~
- d) That the portion of local road, locally known as Bluehills Road, for 300 meters north and south of the Bluehills Community School located on SE 1-104-18-W5M, within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the Bluehills Community School.
- e) That the portion of local road, locally known as Rocky Lane Road, for 300 meters north and south of the Rocky Lane School located on S½ 16-109-14-W5M, subdivided as Lot 5, Block 1, Plan 962 1175, within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the Rocky Lane School.

5. SCHOOL ZONES – PRIVATE SCHOOLS

- a) That the portion of local road, for 300 meters north and south of the Private School located NE 11-108-13-W5M and 300 meters from the south boundary of the same, within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the Fort Vermilion Peace Private School.
- b) That the portion of local roads, for 300 meters north and south and 300 meters east and west of the Private School located on NE 33-105-14-W5M,

within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the Peace Mennonite Private School.

- c) That the portion of local road, for 300 meters north and south of the Private School located NW 8-107-13-W5M within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the W.P. Mennonite School Society.
- d) That the portion of local road, for 300 meters north and south of the Private School located SE 15-104-17-W5M within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the Buffalo Head Mennonite School.
- e) That the portion of local road, for 300 meters north and south of the Private School located on SW 17-104-17-W5M within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the W.P. Mennonite School Society.
- f) That the portion of local road, for 300 meters north and south of the Private School located on SW 30-104-14-W5M within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the Buffalo Head Mennonite School.
- g) That the portion of local road, for 300 meters north and south of the Private School located on SW 14-105-15-W5M within the boundaries of Mackenzie County be declared a school zone. This school zone shall be for the W.P. Mennonite School Society.
- ~~h) That the portion of 94 Avenue, for 200 meters east and west of the Private School located on NW 04-106-15-W5M within the Boundaries of the Hamlet of La Crete be declared a school zone. This school zone shall be for Reinland Christian Academy.~~

6. SCHOOL ZONE HOURS AND SIGNAGE

- a) That on any day on which school is held at a Public School, no driver shall drive within the school zone so declared, at a rate of speed greater than 30 kilometers per hour, at any time between:
 - i) ~~8:30 a.m. and 9:30 a.m.~~8:00 a.m. and 9:00 a.m., and
 - ii) ~~2:00 p.m. and 3:00 p.m.~~2:30 p.m. and 3:30 p.m.
- b) That on any day on which school is held at a Private School, no driver shall drive within the school zone so declared, at a rate of speed greater than 30 kilometers per hour, at any time between:

- i) 8:00 a.m. and 9:30 a.m., and
 - ii) 11:30 a.m. and 1:30 p.m., and
 - iii) 3:00 p.m. and 4:30 p.m.
- c) That 30 kilometers per hour school zone speed signs be erected to designate those portions of the roadways within Mackenzie County herein to be referred to as school zones for the guidance of any person or driver of any vehicle travelling on the said roadways.
 - d) That 30 kilometers per hour ahead signs be erected 150 meters in advance of the 30 kilometer per hour school zone signs on all streets in the hamlets where school zones are located.
 - e) That 30 kilometers per hour ahead signs be erected 300 meters in advance of the 30 kilometers per hour school zone signs on all rural roads where school zones are located.

7. CHILDREN PLAYING ZONES

- a) That the portion of the Hamlet of Fort Vermilion known as Mackenzie Housing specifically, 52nd Avenue, 43rd Street, 51st Street cul-de-sac, 44th Street cul-de-sac and 50th Avenue from the east boundary of 45th Street be declared a children playing zone.

8. CHILDREN PLAYING ZONE HOURS AND SIGNAGE

- a) That on any day no driver shall drive within the children playing zone, so declared, at a rate of speed greater than 30 kilometers per hour at any time.
- b) That 30 kilometers per hour children playing zone speed signs be erected to designate those portions of the roadways within the hamlets in Mackenzie County herein before referred to as children playing zones for the guidance of any person or driver of any vehicle travelling on the said roadways.

9. BUFFALO LAKE ESTATES

That a maximum speed limit of sixty (60) kilometers per hour be established for the sections of road known as “Buffalo Lake Estates” or legally known as shown on attached Schedule “A”:

- a) Township Road 105-5 from Range Road 15-1 to Range Road 15-1A; and
- b) Range Road 15-1A from Township Road 105-5 to Township Road 106-6.

10. HUTCH LAKE

That a maximum speed limit of thirty (30) kilometers per hour be established for the sections of road known as “Hutch Lake Cottage Area” or legally known as shown on attached Schedule “B”:

- a) ~~a)~~ Tugate Drive on Part of SW 33-112-20-W5M, Part of SE 32-112-20-W5M, Part of NW 28-112-20-W5M, and Part of NE 29-112-20-W5M.

11. HAMLET SPEED LIMITS

- a) That a maximum speed limit of fifty (50) kilometers per hour be established in the hamlets of Fort Vermilion, ~~La Crete~~ and Zama, except in designated school and playground zones.
- ~~a)b)~~ That a maximum speed limit of forty (40) kilometers per hour be established in residential zones in the Hamlet of La Crete.
- ~~b)c)~~ Notwithstanding clause 10. a) that a maximum of seventy (70) kilometers per hour transition zone that connects a fifty (50) kilometers an hour zone within a hamlet increasing to a seventy (70) kilometer an hour zone to the hamlet boundary before proceeding to either an eighty (80) kilometers per hour zone on a gravel road or a one hundred (100) kilometer an hour zone on a paved highway, may be established on the outskirts of the hamlets as designated by the Director of Operations.
- ~~c)d)~~ That proper speed limit signs be placed at the boundaries of those hamlets mentioned in Section 1.

12. RURAL SPEED LIMITS

- a) That a maximum speed limit of eighty (80) kilometers per hour be established for all rural gravel roads within municipal boundaries.
- b) That a maximum speed limit of one hundred (100) kilometers per hour be established for the La Crete North and South Access Roads up to the Hamlet of La Crete boundary, Highway 88 Connector and Zama Access Road (paved portion).
- c) That a maximum speed limit of sixty (60) kilometers per hour be established for all roads within Country Residential zoned subdivisions.
- d) That a maximum speed limit of sixty (60) kilometers per hour be established, at the discretion of Council, for all roads that are adjacent to or front onto a Country Residential zoned subdivision.
- e) That a maximum speed limit of fifty (50) kilometers per hour be established 100 meters on each side of the east and west side of the intersection located on Township Road 1060 at Range Road 154.
- f) Notwithstanding clause 12. a) that the speed limits may be reduced where determined by the Chief Administrative Officer or designate.

13. PENALTIES AND RESCINDING BYLAWS

a) That any person found guilty of violating the speed as indicated by the erected signs is subject to the penalties described in the Traffic Safety Act and Amendments thereto.

b) That Bylaw ~~1143-19~~1197-20 hereby be rescinded.

READ a first time this ~~22nd-14th~~ day of ~~September, 2020~~July, 2021.

READ a second time this ~~22nd-14th~~ day of ~~September, 2020~~July, 2021.

READ a third time and finally passed this ~~22nd-14th~~ day of ~~September, 2020~~July, 2021.

(original signed)

Joshua Knelsen
Reeve

(original signed)

Lenard Racher
Chief Administrative Officer

BYLAW 1197-20
SCHEDULE "A"



BYLAW 1197-20
SCHEDULE "B"

