



MACKENZIE COUNTY

COMMITTEE OF THE WHOLE MEETING

**MARCH 22, 2022
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, March 22, 2022
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 February 15, 2022 Committee of the Whole Meeting	5
		b)	
DELEGATIONS:	4.	a) RCMP	
		b)	
BUSINESS:	5.	a) Municipal Development Plan	13
		b) Regraveling Program 2022 – Request for Proposals	33
		c) Cheque Registers –February 12, 2022 – March 18, 2022	61
		d)	
POLICY REVIEW:	6.	a) ASB021 Weed Control Policy	63
		b)	
CLOSED MEETING:		<i>Freedom of Information and Protection of Privacy Act Division 2, Part 1 Exceptions to Disclosure</i>	
	7.	a) Mackenzie County Legal Update (s.23, s.24, s 25, s.27)	
		b)	

NEXT MEETING DATE: 8. a) Regular Council Meeting
March 23, 2022
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:	March 22, 2022
Presented By:	Carrie Simpson, Director of Legislative Services
Title:	Minutes of the February 15, 2022 Committee of the Whole Meeting

BACKGROUND / PROPOSAL:

Minutes of the February 15, 2022 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: C. Simpson CAO: _____

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the minutes of the February 15, 2022 Committee of the Whole Meeting be adopted as presented.

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

**MACKENZIE COUNTY
COMMITTEE OF THE WHOLE MEETING**

**Tuesday, February 15, 2022
10:00 a.m.**

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

PRESENT: Josh Knelsen Reeve
Walter Sarapuk Deputy Reeve
Jacquie Bateman Councillor
Peter F. Braun Councillor – virtual – left at 2:15 p.m.
Cameron Cardinal Councillor
Darrell Derksen Councillor
Garrell Smith Councillor - virtual
Ernest Peters Councillor
Lisa Wardley Councillor - virtual

REGRETS: David Driedger Councillor

ADMINISTRATION: Byron Peters Interim Chief Administrative Officer/
Director of Projects and Infrastructure
Carrie Simpson Director of Legislative Services/Recording
Secretary
Jennifer Batt Director of Finance
Jeff Simpson Director of Operations
John Zacharias Director of Utilities – virtual
Don Roberts Director of Community Services
Caitlin Smith Manager of Planning and Development
Grant Smith Agriculture Fieldman

ALSO PRESENT: Sgt. Steve Butt – Fort Vermilion Royal Canadian Mounted Police
Leader’s International – virtual

Minutes of the Committee of the Whole Meeting for Mackenzie County held on February 15, 2022 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 at 10:00 a.m.

AGENDA: 2. a) Adoption of Agenda

MOTION COW-22-02-013 MOVED by Councillor Deputy Reeve Sarapuk

That the agenda be adopted as with the following addition:
7.c) Labour – CAO Recruitment Process (s.17) - Leader's International Update

CARRIED

**MINUTES FROM
PREVIOUS MEETING:**

3. a) Minutes of the February 1, 2022 Committee of the Whole Meeting

MOTION COW-22-02-014

MOVED by Councillor Bateman

That the minutes of the February 1, 2022 Committee of the Whole Meeting be adopted as presented.

CARRIED

BUSINESS:

5. a) 2022 Re-Graveling Program

MOTION COW-22-02-015

MOVED by Councillor Cardinal

That Council receive the 2022 Re-Graveling Program information as presented, and that a recommendation be made to Council to commence advertising with any applicable changes.

CARRIED

BUSINESS:

5. b) Cheque Registers –January 24, 2022 – February 11, 2022

MOTION COW-22-02-016

MOVED by Councillor Peters

That the cheque registers from January 24, 2022 – February 11, 2022 be received for information.

CARRIED

Reeve Kneslen recessed the meeting at 10:46 a.m. and reconvened the meeting at 11:00 a.m.

CLOSED MEETING

7. c) Labour – CAO Recruitment Process (s.17) - Leader's International Update

**CLOSED MEETING
MOTION 22-02-017**

MOVED by Councillor Derksen

Require Unanimous

That Council move into a closed meeting at 11:01 a.m. to discuss the following:

7. c) Labour (s. 17) - CAO Recruitment Update – Leader’s International

CARRIED UNANIMOUSLY

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

- Reeve Josh Knelsen
- Deputy Reeve Walter Sarapuk
- Councillor Jacquie Bateman
- Councillor Lisa Wardley – virtual
- Councillor Gary Smith – virtual
- Councillor Peter Braun – virtual
- Councillor Darrell Derksen
- Councillor Cameron Cardinal
- Councillor Ernie Peters

MOTION COW 22-02-018 **MOVED** by Councillor Bateman

That Council move out of the closed meeting at 11:58 a.m.

CARRIED

MOTION COW 22-02-019 **MOVED** by Councillor Peters

That the CAO recruitment update presented by Leader’s International be received for information.

CARRIED

Reeve Knelsen recessed the meeting at 11:59 a.m. and reconvened the meeting at 12:26 p.m.

DELEGATIONS:

4. a) Royal Canadian Mounted Police

MOTION COW-22-02-020 **MOVED** by Councillor Derksen

That the Fort Vermilion RCMP Crime statistics and staffing update be received for information.

CARRIED

as amended.

CARRIED

CLOSED MEETING

7. Closed Meeting

MOTION COW-22-02-026 **MOVED** by Deputy Reeve Sarapuk

That Council move into a closed meeting at 2:01 p.m. to discuss the following:

- 7.a) Customer #006180 # 009628- Outstanding Tax Payment Agreement Update (s 24 s 25, s 27)
- 7.b) Tax Roll 155377 – Outstanding Tax Payment Agreement Update (s 24 s 25, s 27)

CARRIED

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

- Reeve Josh Knelsen
- Deputy Reeve Walter Sarapuk
- Councillor Jacquie Bateman
- Councillor Lisa Wardley – virtual
- Councillor Gary Smith – virtual
- Councillor Peter Braun – virtual
- Councillor Darrell Derksen
- Councillor Cameron Cardinal
- Councillor Ernie Peters
- Byron Peters, Interim Chief Administrative Officer
- Jennifer Batt, Director of Finance
- Jeff Simpson, Director of Operations
- Carrie Simpson, Director of Legislative Services
- Caitlin Smith, Manager of Planning & Development
- Don Roberts, Director of Community Services
- John Zacharias, Director of Utilities - virtual

MOTION COW-22-02-027 **MOVED** by Councillor Peters

That Council move out of the closed meeting at 2:18 p.m.

CARRIED

MOTION COW-22-02-028 **MOVED** by Councillor Derksen

That Customer #006180 # 009628- Outstanding Tax Payment Agreement Update and Tax Roll 155377 – Outstanding Tax Payment Agreement Update be received for information.

CARRIED

NEXT MEETING DATE: 8. a) Committee of the Whole
March 22, 2022
10.00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT: 9. a) **Adjournment**

MOTION COW-22-02-029 **MOVED** by Councillor Bateman

That the February 15, 2022 Committee of the Whole meeting be adjourned at 2:18 p.m.

CARRIED

These minutes will be presented for approval on March 22, 2022 Committee of the Whole meeting.

Joshua Knelsen
Reeve

Byron Peters
Interim Chief Administrative Officer



Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole
Meeting Date:	March 22, 2022
Presented By:	Caitlin Smith, Manager of Planning and Development
Title:	Municipal Development Plan Overview

BACKGROUND / PROPOSAL:

The following is a summary of the municipal development plan; administration requires direction on how best to proceed.

OPTIONS & BENEFITS:

N/R

COSTS & SOURCE OF FUNDING:

N/R

SUSTAINABILITY PLAN:

N/R

COMMUNICATION / PUBLIC PARTICIPATION:

N/R

POLICY REFERENCES:

N/R

Author: _____ Reviewed by: _____ CAO: _____

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the Committee of the Whole recommend to Council to direct administration as discussed.

Author: _____ Reviewed by: _____ CAO: _____



Mackenzie County

**Municipal Development Plan & Fort Vermilion ARP Discussion
Committee of the Whole**

March 22, 2022

Agenda

1. New MDP & Old MDP Comparison
2. Fort Vermilion ARP Direction

Purpose of MDP



A Municipal Development Plan is the main policy document that communicates the County's vision of how and where it would like to grow into the future.

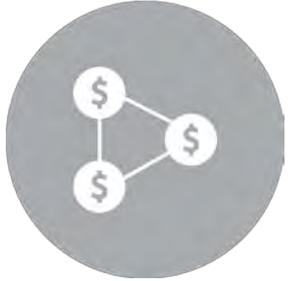
The MDP sets the overall land use framework for the County that guides development.

New Vision

Mackenzie County with a unique history of Indigenous communities, early western settlement, and Mennonite heritage is:

- an innovative and prosperous community located in a beautiful natural environment that is valued and protected for its recreational and economic opportunities;
- an inclusive place where people live, work and visit supporting a diverse local economy through all stages of life; and
- a resilient forward-thinking community that remains nimble and adaptable to a changing environment.

MDP Update



Economy

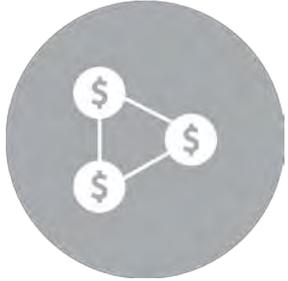
Existing MDP

- Economic diversification included as a principle
- Economic policies buried throughout different policy sections
- Policies were general and focused more on land use

Proposed MDP

- Includes a section dedicated to expanding the economy and industry
- Economic policies focus on diversification, employment growth and tourism
- Policies align with the work being completed by the County and municipal and regional partners

MDP Update



Economy

Question

1. Should economic policies solely align with REDI/MFTA or should the County also have their own economic policies?
2. Are there other strategic relationships that should be highlighted in the MDP to achieve the County's vision?

MDP Update



Agriculture

Existing MDP

- Indicates soil classes to indirectly show where potential future agricultural lands could be located
- Limit of one dwelling unit per parcel
- Allows a first parcel to be subdivided out of a ¼ section
- Contextually describes preferred areas for Confined Feed Operations with no mapping

Proposed MDP

- Visually highlights potential future agricultural lands
- Does not restrict number of dwelling units on a parcel
- Allows two parcels to be subdivided out of a ¼ section
- Contextually describes preferred areas for Confined Feed Operations with no mapping

MDP Update



Agriculture

Questions

1. Should there be a limit of one dwelling unit per parcel on agricultural land stipulated in the MDP? Or should this rule be housed in the land use bylaw and allow Administration to use their discretion?
2. How many parcels should be allowed to be subdivided out of a ¼ section in an agricultural area? The existing land use bylaw currently allows two parcels to be subdivided out and the proposed bylaw would allow the same.
3. Should preferred areas for Confined Feeding Operations be identified visually?
4. Should areas be opened for grazing reserve expansion?
5. Is specific policy required to guide when and how lands are turned into agricultural lands? How do you define unfarmable land? Are policies necessary to guide the draining of lands, tree removal, and filling of wetlands?

MDP Update



Strategic Growth

Existing MDP

- County may require an Area Structure Plan for rezoning applications prior to development.
- Development as the first priority, should be directed to infilling existing serviced areas.
- Development shall be orderly, efficient and contiguous.
- No development nodes identified in the rural areas.

Proposed MDP

- County may require an Area Structure Plan for rezoning applications prior to development.
- Development priorities are directed to areas within Hamlet boundaries as the first priority, secondly to identified and planned growth corridors, thirdly to new development nodes. First and second priorities identified visually.
- Growth should be monitored and an infrastructure plan maintained to coordinate servicing and budgets.
- No development nodes identified as a third priority.

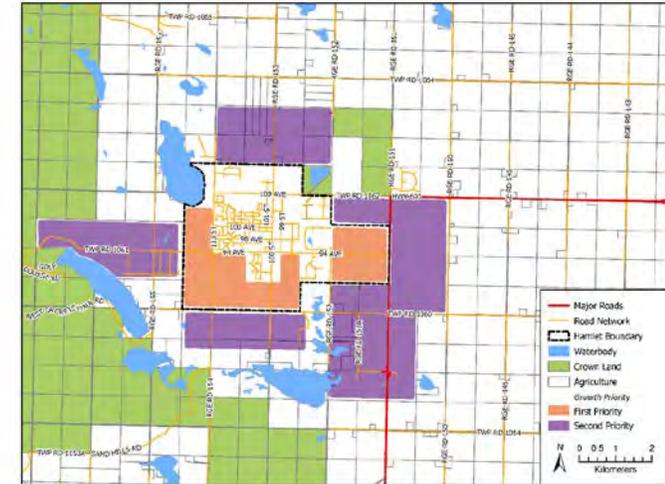
MDP Update



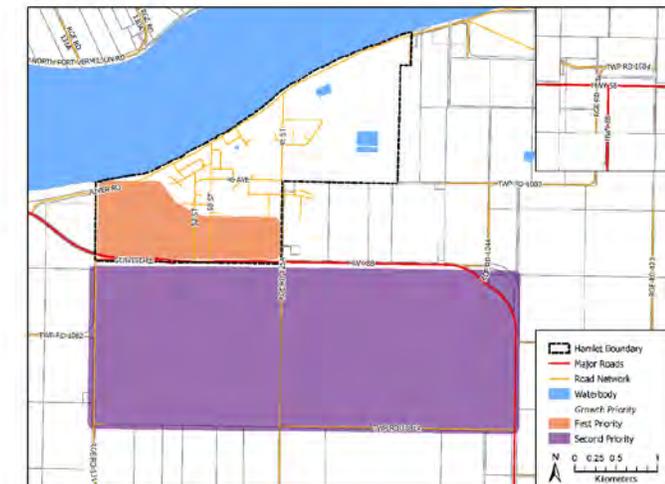
Strategic Growth

Questions

1. Do we require ASP's for rezoning applications, inside or outside of hamlet boundaries?
2. First and second priority growth areas have been identified within and outside of Fort Vermilion and La Crete in the proposed MDP. Are these the right boundaries? Should other growth areas be identified?
3. Are there rural areas that should be identified for higher density development?



La Crete
Growth
Map



Fort
Vermilion
Growth
Map

MDP Update



Commercial & Industrial

Existing MDP

- Commercial and industrial uses may locate in existing developed areas and in commercial and industrial areas as identified on the land use map.
- Commercial and industrial uses should not locate on Better Agricultural Land.

Proposed MDP

- Commercial and industrial uses may locate in existing developed areas and in commercial and industrial areas as identified on the land use map.
- A new mixed use area has been identified along corridors that allows a mix of commercial and industrial.
- Commercial and industrial uses should be not located on Better Agricultural Land.
- Commercial development along a main street or commercial core shall be of high quality design.
- Industrial uses that create nuisances should be located outside of hamlet boundaries away from residential development.

MDP Update



Commercial & Industrial

Questions

1. Should home based businesses be allowed in all residential districts and agricultural areas? Do they directly impact retail stores?
2. Should commercial businesses be allowed in rural areas?
3. Does greater emphasis need to be placed on streetscape planning in Fort Vermilion and La Crete within the commercial core and main street areas?
4. Should industrial nuisance policies be expanded to include no heavy traffic in the downtown?

MDP Update



Open Space, Recreation and Trails

Existing MDP

- The County requires new subdivisions to dedicate 10% of the gross developable area for municipal and school reserves.
- The County shall locate parks to be easily accessible for all residences and maximize pedestrian access and connectivity. A mix of park sizes shall be provided.

Proposed MDP

- The County requires new subdivisions to dedicate 10% of the gross developable area for municipal and school reserves.
- Mackenzie County shall locate parks to be easily accessible from every residence and pedestrian access and connectivity is maximized.



Open Space, Recreation and Trails

Questions

1. Should the County pursue ownership of all municipally run campgrounds?
2. Does the MDP need to specify under what criteria may a developer provide cash-in-lieu instead of land?
3. Are there specific areas that need to be identified for future recreational and park needs?

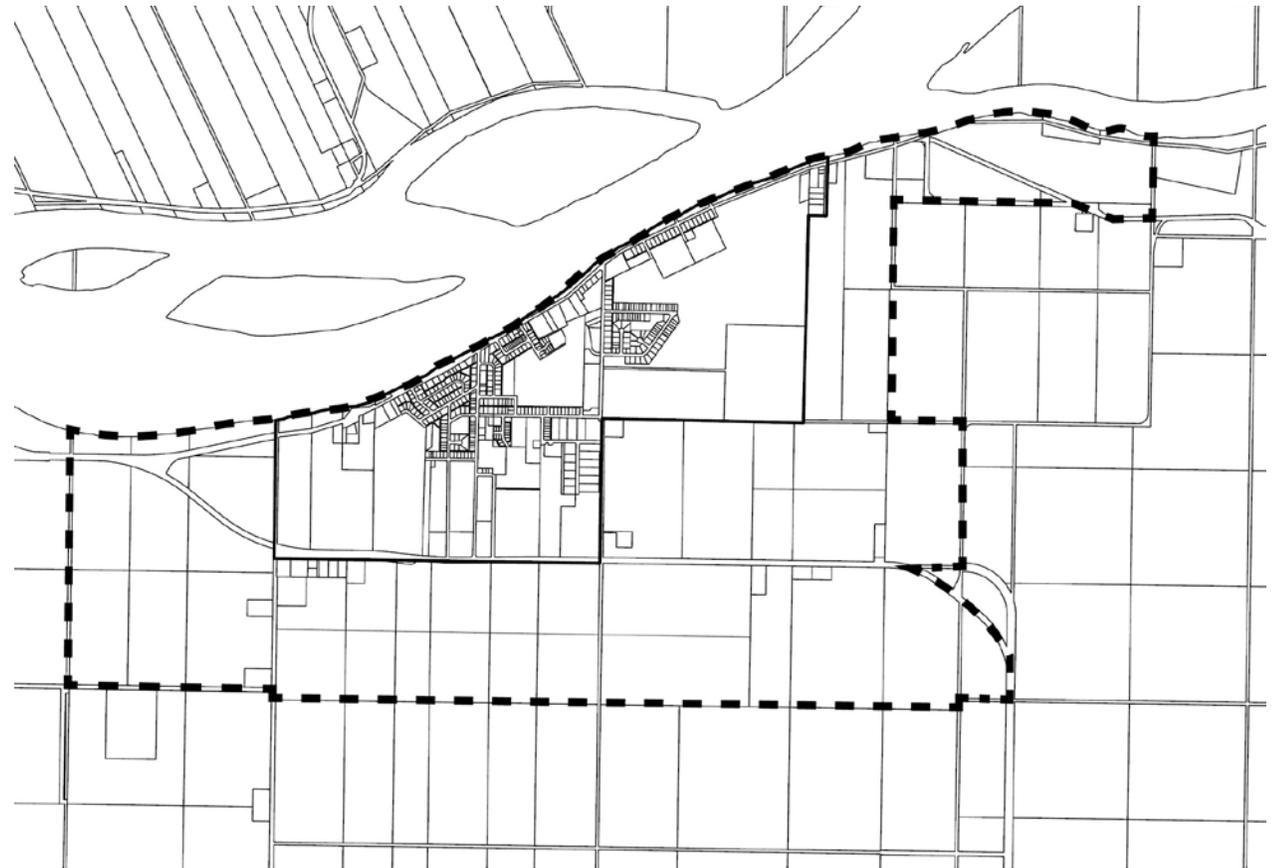


Fort Vermilion ARP Update

Fort Vermilion ARP

Proposed Fort Vermilion ARP Boundary

- An opportunity exists to amalgamate the Fort Vermilion ASP and the Fort Vermilion Industrial ASP into one new Fort Vermilion ARP.
- The airport lands could also be added into the boundary.
- This would allow one comprehensive land use policy document for the Fort Vermilion area.



 Proposed ASP boundary

Fort Vermilion ARP

Vision & Principles

- What are Council's goals for a new ARP?
- Four themes have been developed as guiding principles:
 - Economic Opportunity
 - Community Connectivity
 - Flood Resiliency
 - Cultural Celebration
- Are these themes consistent with Council's expectations?

Engagement

- Who should be engaged?
- Are there concerns about the timing of engagement?

Fort Vermilion ARP

Flood Impacted Lands

- What is the vision for the lands left behind after the flood relocation moves? Park space? Agricultural lands?
- How strict should flood regulations be?



Thank You



Questions?

Discussion?



Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole Meeting
Meeting Date:	March 22, 2022
Presented By:	Jeff Simpson, Director of Operations
Title:	Regraveling Program 2022 – Request for Proposals

BACKGROUND / PROPOSAL:

The purpose of the Regraveling Program is to provide improvement to, and maintain road conditions for motorists.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

SUSTAINABILITY PLAN:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

Author: M Wiebe **Reviewed by:** J Simpson **CAO:** B Peters

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

Council receive as presented, and Administration be directed to commence advertising with any applicable changes.

Author: M Wiebe **Reviewed by:** J Simpson **CAO:** B Peters

2022 Regraveling Program

April 26

2022

The Work consists of Loading, Hauling, Application,
Spreading of Gravel and Other Work on gravel roads
identified by Mackenzie County

Mackenzie
County –
Request for
Proposals

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Mackenzie County**

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INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS – COMPLETING TENDER FORMS

1.1 Conditions for Tender Submissions

Bidders may submit Tenders at the following location only.

Mackenzie County
 PO Box 640, 4511-46 Avenue
 Fort Vermilion, AB, T0H 1N0
 Attention: Len Racher, CAO

Bidders may submit Tenders only up to **April 26th, 2022 at 4:30:00 p.m.** local time.

Bidders must submit Tenders on the forms issued with this Tender document.

Due to the location of Mackenzie County, please allow for extra time for your Tender to be couriered. It is a common occurrence for Tenders to be refused because they came in a day late. Depending on where you are sending your Tender from, you may be able to utilize La Crete Transport and J6 Freightways as they offer overnight service from Edmonton (and almost all other Northern Alberta communities) to the La Crete/Fort Vermilion Area. Purolator also has a reputation for being the quickest and most consistent courier to our region.

Bidders must submit **TWO** envelopes clearly marked as follows (or use the envelopes provided if you picked a package up from Mackenzie County):

Bidder's Company Name: _____ Address: _____	
Mackenzie County 2022 Re-Graveling Program ENVELOPE #1 MANDATORY SUBMISSIONS	
Tender Security (certified cheque, bank draft or bid bond)	<input type="checkbox"/>
WCB Clearance Letter / Number	<input type="checkbox"/>
Business License	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>
SECOR/COR Certificate	<input type="checkbox"/>
2.1 Bidders Schedule for Work (Page 4)	<input type="checkbox"/>
2.1.1 Proof of Gravel Supply (Page 4)	<input type="checkbox"/>
2.1.2 Confirmation of Vaccination Policy (Page 5)	<input type="checkbox"/>
2.2 Tender for Provision of Services (Page 6)	<input type="checkbox"/>
By 4:30:00 p.m. on: April 26th, 2022	



INSTRUCTIONS TO BIDDERS

Bidder's
 Company Name: _____
 Address: _____

**Mackenzie County
 2022 Re-Graveling Program
 ENVELOPE #2 TENDER FORMS**

2.3 Unit Prices Schedule B,C1, & C2 (Page 6)	<input type="checkbox"/>
2.3 Unit Prices Schedule D,E1, E2 & F (Page 7)	<input type="checkbox"/>
2.8 Tender Signing and Sealing (Page 10)	<input type="checkbox"/>

By 4:30:00 p.m. on: April 26th, 2022

Bidders that do not submit the required documents in Envelope #1 will have their Envelope #2 returned unopened. Both envelopes should be mailed/couriered together inside one larger envelope.

1.2 Completing Tender Forms

The "Unit Price Schedule" must be completed by:

- showing the Unit Price (where applicable), and the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence), and
- showing the tendered lump sum (where applicable) in the "Total Bid" column, and
- showing the sum of all tender item totals in the space marked "Total Tender".

The Tender must be signed by an authorized representative of the Bidder, and

- the official title of the Bidder must be shown; and
- the official seal of the Bidder must be affixed, or the signature must be witnessed and the Affidavit of Execution of the Witness must be completed.

The Tender Security accompanying the Tender made out to Mackenzie County must be signed and sealed in the space provided, by both the Bidder or its authorized representative, and the Bonding Company. If a certified cheque, money order, or bank draft is used in lieu of a bid bond, it shall be made payable to Mackenzie County.



INSTRUCTIONS TO BIDDERS

1.3 Addenda

When an addendum is issued by Mackenzie County, the covering letter containing instruction regarding **the addendum shall be attached** to the inside front cover of the “Contract and Specifications” book. The individual items included in the addendum shall be inserted in accordance with the covering letter. Addenda, when issued, form part of these Contract Documents. The Bidder shall acknowledge receipt of each addendum in the space provided on the tender forms.

1.4 Changes and Withdrawals of Tender Submissions

If a bidder wished to change his tender before the closing time of the tender, he may retrieve his tender by presenting his receipt to the tender opening counter, modify his tender and return the sealed envelope to the tender counter before the tender opening time.

Alternatively, if this change is to the unit price schedule only, the Bidder may do so VIA Facsimile (FAX) message, on the Tender Amendment Form provided herein, faxed (780) 927-4266, marked “ATTENTION: **CAO** – 2022 REGRAVELING PROGRAM”. To be acceptable, the change must be received 10 minutes prior to the time and date shown for receiving Tenders.

Mackenzie County accepts no responsibility for faxed changes. It is the Bidder’s responsibility to confirm receipt of any faxed changes.

1.5 Project Inquiries

For further information regarding this Tender, you may contact:

Jeff Simpson, Director of Operations

Mackenzie County

P.O. Box 640, 4511-46th Avenue

Fort Vermilion AB T0H 1N0

Phone: (780) 928-3983

Email: jsimpson@mackenziecounty.com

1.6 Safety Pre-qualification

Contracts will only be awarded to Bidders who, prior to the time fixed for receiving tenders, possess a CERTIFIED Certificate of Recognition (COR) or CERTIFIED Small Employers Certificate of Recognition (SECOR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety. Bidders must also provide proof of valid Workers Compensation Board account number and expiry date.

Include a copy of the COR & WCB Certificate in Envelope # 1

TENDER FORMS

2. TENDER FORMS

2.1 Bidder’s Schedule for Work

Bidders are required to submit, along with their tender, this schedule sheet showing their proposed starting date and completion date of this project.

Proposed Dates for Project

Project	Starting Date	*Completion Date

* **N.B. Completion dates that exceed the Contract Completion Date will be considered a disqualified bid, and will be rejected.**

2.1.1 Proof of Gravel Supply

Tender submission requires that the bidder include documents confirming proof of gravel quantity sufficient for the item(s) listed for bid. Document may be in the form of Stockpile Inventory or Contract with gravel supplier.

Contractor’s Supervisor

Telephone number

Contractor’s Signature

Date

This Page is submitted in Envelope #1



TENDER FORMS

2.1.2 Confirmation of Vaccination Policy

“Mackenzie County does not tolerate mandatory vaccination or any other discriminatory requirements for any employee, contractor, or sub-contractor at Mackenzie County workplaces or for any work sites within Mackenzie County.”

Definition of Mandatory Vaccination Policy: Company employees are required to be fully vaccinated as a condition of their employment. There is no alternative to this directive. (i.e. Rapid testing in lieu of vaccination).

Please indicate below:

- My company and/or subcontractors to be utilized on this Tender/RFP, does implement a Mandatory Vaccination Policy.**
- My company and/or subcontractors to be utilized on this Tender/RFP does not implement a Mandatory Vaccination Policy.**
- I am bidding as an individual, and as such, do not have any Mandatory Vaccination Policy in place.**

Print Name: _____ **Signature:** _____

Date: _____

This Page is submitted in Envelope #1

INSTRUCTIONS TO BIDDERS

2.2 Tender for Provision of Services

To Mackenzie County of the Province of Alberta:

(Name of Contractor)

the undersigned, hereby Tenders and agrees to execute all the work of every description required in the (loading), hauling and application of gravel and other work for the following:

2022 Mackenzie County Re-Graveling Program

Loading, Hauling, Application, Spreading of Gravel and Other Work

in strict accordance with the conditions and specifications, for the unit prices in the unit price schedule enclosed.

The undersigned acknowledges receipt of the following addenda,

- _____ ↓
- _____ ↓
- _____ ↓
- _____ ↓

which shall form part of the Tender document.

This Page is submitted in Envelope #1

TENDER FORMS

2.3 Unit Prices Schedule

Mackenzie County reserves the right to accept or reject any of the Schedules A to F.

Contractors have the option to provide a price for one or more schedules.

Schedules B to E may be awarded on an individual basis.

Contractors have the option to bid 'lump sum', which will be bidding on ALL Schedules B to E, see table 2.3.7 Schedule F.

2.3.1 Unit Price Schedule B – Deletable

<i>Bid Item</i>	<i>Area</i>	<i>Estimated Quantities</i>	<i>Unit Price Contractor Supply & Apply Des 4 Cls 20</i>		<i>Total Bid</i>
2	Zama Access	tonnes	\$ _____	per tonne applied	\$ _____
		9,600			

The Zama Access gravel portion starts at Highway 35 going approximately 48 kilometers west toward Zama. 48 kilometers in total of gravel are required for 2022.

2.3.2 Unit Price Schedule C1 – Deletable

<i>Bid Item</i>	<i>**Area</i>	<i>Estimated Quantities</i>	<i>Unit Price Contractor Supply & Apply Des 4 Cls 20</i>		<i>Total Bid</i>
3.1	High Level East	tonnes	\$ _____	per tonne applied	\$ _____
		9,500			

2.3.3 Unit Price Schedule C2 – Deletable

<i>Bid Item</i>	<i>**Area</i>	<i>Estimated Quantities</i>	<i>Unit Price Contractor Supply & Apply Des 4 Cls 20</i>		<i>Total Bid</i>
3.2	Fort Vermilion North	Tonnes	\$ _____	per tonne applied	\$ _____
		9,300			

This Page is submitted in Envelope #2

TENDER FORMS

2.3.4 Unit Price Schedule D – Deletable

<i>Bid Item</i>	<i>**Area</i>	<i>Estimated Quantities</i>	<i>Unit Price Contractor Supply & Apply Des 4 Cls 20</i>		<i>Total Bid</i>
4	Fort Vermilion South / La Crete North	Tonnes	\$ _____	per tonne applied	\$ _____
		13,500			

2.3.5 Unit Price Schedule E1 – Deletable

<i>Bid Item</i>	<i>**Area</i>	<i>Estimated Quantities</i>	<i>Unit Price Contractor Supply & Apply Des 4 Cls 20</i>		<i>Total Bid</i>
5	Tompkins	Tonnes	\$ _____	per tonne applied	\$ _____
		6,600			

2.3.6 Unit Price Schedule E2 – Deletable

<i>Bid Item</i>	<i>**Area</i>	<i>Estimated Quantities</i>	<i>Unit Price Contractor Supply & Apply Des 4 Cls 20</i>		<i>Total Bid</i>
5	Buffalo Head, La Crete South	Tonnes	\$ _____	per tonne applied	\$ _____
		12,100			

2.3.7 Unit Price Schedule F – Deletable

<i>Bid Item</i>	<i>* Area</i>	<i>Total Bid</i>
6	All Identified Areas	\$ _____

*Schedules B, C1, C2, D, E1, and E2 **SUPPLY & APPLY** Des 4 Cls 20

**Schedules C1, C2, D and E1 and E2 see attached map of area breakdown

This Page is submitted in Envelope #2

TENDER FORMS

- (a) The unit price for the **Contractor** Supply of road crush gravel shall include all costs related to the supply of gravel, including, but not limited to, costs of stripping, clearing, crushing, and reclamation and shall include any basic loading factor and the cost of supplying: a loader to load the material, hauling the material anywhere in the Contract area, the necessary sign package, **a calibrated loader scale with paper printout**, the cost of providing a project supervisor, dust control, maintenance of the haul route and all other costs associated with the loading, hauling, and truck spreading of gravel for road purposes.
- (b) The cost per **tonne** applied rate is for the application gravel anywhere on the road. The area of application is at the full discretion of Mackenzie County without any adjustment to the application rate.
- (c) The quantities, which include the average haul in kilometers and quantity in **tonnes**, supplied in section 2.3 are only estimated quantities only supplied as an aid in calculating the unit prices and total bid prices. The County shall not be held liable for any losses, which may have resulted from variations between the estimated quantities supplied and the actual quantities hauled to the roads.

2.4 Spot Graveling

Mackenzie County reserves the right to do spot graveling when and where it so desires and shall not be limited by this agreement in anyway, including the use of private contractors which might not be part of the 2022 tender contract. It is anticipated that the County will do approximately 30% spot graveling of the total amount of Re-Graveling done within the County.

Spot graveling performed at a quantity exceeding the successful tender amount, which has not been pre-approved by Council, may be paid at the successful bidder's tender unit price upon approval from Council.

Spot graveling out of project scope will be compensated at the successful bidder's tender unit prices, except if Council has agreed to an adjusted unit price for a contractor.

2.5 Tender Security

The undersigned encloses herewith as Tender Security a bid bond made out to Mackenzie County of the Province of Alberta, or a certified cheque, bank draft or money order payable to the Mackenzie County for **10% (of submitted bid)** and the undersigned hereby agrees that should he refuse or fail within twenty-one days after a Contract is offered to him by the Minister for acceptance,

- (a) to enter into a Contract with Mackenzie County for the performance of the work and /or the supplying of material covered by this tender, and
- (b) to provide security and insurance as required by the Specifications,

TENDER FORMS

and a Contract for the work and/or material is entered into with some other person for a greater amount, the undersigned hereby agrees to forfeit all right and title to the aforementioned deposit, and the same is forfeited to Mackenzie County.

Include Tender Security in Envelope # 1

2.6 Tender Withdrawal

The undersigned hereby agrees that he will not withdraw this tender after the time fixed for receiving tenders:

- a) until some other person has entered into a Contract with Mackenzie County for the performance of the work and/or the supplying of the materials specified in the notice inviting tenders, or
- b) until (35) thirty-five days after the time fixed for receiving this tender, whichever occurs first.

2.7 Agreement

Should this tender be accepted, the undersigned agrees to enter into a formal agreement with Mackenzie County for the faithful performance of the works covered by this tender, in accordance with the said conditions, specifications, and provisions and complete the majority of works on or before:

**Schedule B (Zama Road)
Schedule C1, C2, D, E**

**- June 30, 2022
- September 1, 2022**



TENDER FORMS

2.8 Tender Signing and Sealing

An authorized signing officer shall affix his signature to this Tender. The Tender shall be either sealed with the Company Seal, or the Affidavit of Execution of the Witness shall be completed. Failure to comply may result in the tender being rejected.

<p style="text-align: center;">AFFADAVIT OF EXECUTION CANADA PROVINCE OF ALBERTA TO WIT:</p> <p>I, _____ of the City of _____ in the province of Alberta make oath and say:</p> <p>(1) That I was personally present and did see _____ named in the annexed instrument, and who is known to me to be the person named therein, duly sign and execute the same for the purposes named therein; that the same was executed at the _____ in _____ in the said Province, and that I am the subscribing witness thereto;</p> <p>(2) That I personally know the said _____ and he is in my belief of the full age of eighteen years. SWORN/AFFIRMED before me at _____ in the province of Alberta, this the _____ day _____, 2022</p> <p>_____</p> <p>A Commissioner for Oaths in and for the Province of Alberta</p>	<p style="text-align: center;">(Seal)</p> <hr/> <p style="text-align: center;">Name of Company</p> <hr/> <p style="text-align: center;">Authorized Signature</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;">Postal Code</p> <hr/> <p style="text-align: center;">Contractor's Telephone Number</p> <hr/> <p style="text-align: center;">Witness</p> <hr/> <p style="text-align: center;">Date</p>
---	--

This Page is submitted in Envelope #2



CONTRACT FORMS

3. CONTRACT FORMS (for successful bidder)

MACKENZIE COUNTY CONTRACT (Page 1)

THIS Agreement made and concluded in triplicate as of this _____ day of _____, 2022 between Mackenzie County (hereinafter called "Mackenzie County") of the first part and _____ of the _____ 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:

Loading, Hauling, Application, Spreading of Gravel and Other Work

in strict accordance with the plans and specification of said work hereto attached, and to deliver the same over, complete and finished to Mackenzie County on or before:

- | | |
|-------------------------------|----------------------------|
| Schedule B (Zama Road) | - June 30, 2022 |
| Schedule C1, C2, D, E | - September 1, 2022 |



CONTRACT FORMS

MACKENZIE COUNTY CONTRACT (Page 2)

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 County that all just claims for labour and materials and for damages in connection with the work have been paid, the said 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.

SIGNED, SEALED AND DELIVERED BY
THE CONTRACTOR IN THE PRESENCE
OF:

(witness)

Contractors

Seal

SIGNED AND SEALED ON BEHALF OF
MACKENZIE COUNTY

(witness)

(witness)

Reeve, Mackenzie County

Chief Administrative Officer,
Mackenzie County



TENDER AMENDMENT FORM

4. TENDER AMENDMENT FORM

We, _____
 (Name of Contractor)

the undersigned, modify the unit price schedule for our tender as shown in the following table.

UNIT PRICE SCHEDULE CHANGES Replacing ALL previous Unit Price Schedule Changes				
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE CHANGE + OR -	TOTAL CHANGE FOR THIS ITEM + OR -
+ or – Change in Total Tender				

We also acknowledge and agree that:

1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are all null and void.
2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
3. Failure of these revisions to arrive on time, accurately or completely for any reason will render these revisions null and void.

4. _____ being _____
 Signature Position in Company

of _____ dated _____
 Company Name Date

Mackenzie County is NOT responsible for faxed amendments not being received.



SPECIAL PROVISIONS

5. GENERAL CONDITIONS**5.1 Contract Documents**

The "Contract Documents" consist of the letter of acceptance of Contractor's completed tender, the executed Contract Forms, the Special Provisions, Conditions and Specifications when used, those parts of the Bidding Requirements documents having application during performance of the Contract.

Mackenzie County shall solely decide on questions arising under the Contract Documents, interpret requirements therein, and judge performance thereof.

The Contractor shall at all times have a copy of the Contract Documents at the work location, as well as in their office.

5.2 Assignments

The Contractor shall not assign the Contract services, nor shall they subcontract the performance of all or any portion of the work to be performed pursuant to this Contract without the written consent of the Chief Administrative Officer or designate.

5.3 Subcontracts

Mackenzie County will recognize the Contractor only. Nothing contained in the Contract Documents shall create any contractual relationship between Mackenzie County and any of the Contractor's subcontractor's.

Contractor agrees to bind every subcontractor by the terms of the Contract Documents, as far as applicable to the performance of the Contract.

5.4 Goods and Services Tax

Bid prices shall exclude any allowance for the Goods and Services Tax.

Mackenzie County will include applicable Goods and Services Tax on the monthly and final progress payments.

5.5 Indemnification

The Contractor shall indemnify and hold harmless Mackenzie County, its employees and agents, from all claims, demands, actions and costs. This is including, without restriction, all legal cost on a solicitor and his own client full indemnity basis whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, his employees or agents, in the performance or non-performance of the Contract by the Contractor including, without restriction, the enforcement of the terms of this Contract. Such indemnity shall survive completion or termination of the Contract.

SPECIAL PROVISIONS

Mackenzie County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature that may be suffered or sustained by the Contractor, his employees or agents in the performance of the Contract.

5.6 Liability Insurance

The Contractor shall provide and maintain the following insurance coverage for the duration of the term stated herein.

Commercial General Liability Insurance, with an insurer licensed in Alberta, with limits of not less than **\$5,000,000** per occurrence with no aggregate limit against bodily injury, death and property damage. Such insurance shall include the following endorsements: premises, property, and operations, Contractor's protective, blanket contractual, non-owned auto, employees as additional insured, broad form property damage, cross liability, 30 days advance notice to the County of cancellation or material change.

Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor with limits of not less than **\$2,000,000**. This insurance shall include a non-owned automobile (SPF-96) endorsement.

Contractor shall provide Mackenzie County with proof that commercial liability insurance coverage are in effect and meet specified conditions. Such proof shall be in form of a certificate of insurance submitted with the Tender Documents.

5.7 Regulatory Requirements

The Contractor shall comply with all laws, ordinances, rules, regulations, order, codes and other legally enforceable requirements applicable to the Contractor and the performance of the Contract.

The Contractor shall comply with the Occupational Health and Safety Act and regulations issued pursuant thereto.

5.8 Labour

The Contractor shall provide all labour necessary for the performance of the Contract. The Contractor's employee's shall be skilled in and competent to properly perform the tasks assigned to them and, when required by laws, rules and regulations or the Contract Documents.

5.9 Modification of Contract Work

Mackenzie County Council, without invalidating the Contract, may at any time modify the services being rendered under the Contract, consisting of additions, deletions or alterations. If required on account of such changes ordered by Mackenzie County Council, equitable adjustments shall be made to the Contract Price. Such changes shall be authorized by written order from the Chief Administrative Officer or designate.

SPECIAL PROVISIONS

5.10 Payment

Unless otherwise agreed, payment will be made monthly, based on services rendered during the preceding payment period. Amounts to be paid shall be based on the Contract unit price and according to the scale tickets. The Contractor shall be responsible for all record keeping and shall supply Mackenzie County with the required supporting documentation when invoices are submitted for payment. Mackenzie County will review invoices with the supporting documentation and may adjust amounts claimed when necessary.

Invoices shall be submitted for the work in this Contract separate from all other contracts and work the contractor may be doing for Mackenzie County. Failure to separate the work being invoiced for will result in the invoice being returned to the Contractor unpaid and a delay in payment.

Mackenzie County may withhold all or part of any amount payable to Contractor in order to protect Mackenzie County or third parties from loss due to Contractors.

Contractor's invoice for final payment under the Contract shall include a letter of Clearance from Worker's Compensation Board.

5.11 Safety**Occupational Health and Safety Act**

The Contractor shall familiarize himself, his staff and his subcontractors with the terms of the Occupational Health and Safety Code thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that he is a "Principal Contractor, Employer and/or Worker" as defined in the Occupational Health and Safety Act, and that he shall, as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations thereunder.

Copies of current legislation can be obtained from the following: www.qp.gov.ab.ca

Prime Contractor

The Contractor's attention is drawn to the General Specifications, Specification Amendment and Supplemental Specifications for Highway and Bridge Construction, Edition 15, 2013 Specifications 1.2.44, "Occupational Health and Safety Act", and Section 1.2.44.1, "Prime Contractor".

If Alberta Occupational Health and Safety conducts a worksite inspection which results in "orders" being issued to the Contractor, the Contractor shall immediately supply copies of these orders to Mackenzie County.

5.12 Omissions or Errors

The Contractor shall not take advantage of any apparent error or omission in the Contract, but shall immediately bring such apparent error or omission to the attention of Mackenzie

SPECIAL PROVISIONS

County. Mackenzie County shall make corrections or modifications as may be necessary for the fulfillment of the work described herein.

5.13 Quantities

Payment to the Contractor will be made only for the actual performance of the services in accordance with the terms and conditions as described herein. It is understood that the **quantities supplied in section 2.3 are estimated quantities**, which are based on approximate quantities, derived from the most recent information available to Mackenzie County at the time the Contract was executed. The **estimated quantities are not guaranteed** and are only provided to aid in the derivation of unit prices.

5.14 Examination of Work

It is agreed that execution of the agreement by the contractor shall be conclusive evidence that the bidder has investigated all areas and aspects of the Contract Work and does assume all risk regarding the performance of the services.

5.15 Extra Work

Any extra work performed by the Contractor must receive prior approval from the Chief Administrative Officer or designate and that an agreed value or cost be determined and agreed upon. The Contractor shall present his claim for extra work, supported by proper vouchers giving details as to dates, quantities, rates, third party invoices and such other supporting documentation that Mackenzie County requires.

5.16 Set off Provisions

Mackenzie County may, at any time, set off any and all amounts which may become owed by the Contractor to Mackenzie County pursuant to the terms of this Contract against any payments which may become due and owing to the Contractor pursuant to the terms of this Contract until all amounts which may be owed to Mackenzie County are paid in full.

5.17 Right of Rejection or Acceptance

Mackenzie County reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The Owner reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the Owner to award the work to whomever reasons Mackenzie County deems appropriate. Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision.

5.18 Environmental Control

If the Contractor or one of his sub-contractors uses water for dust control, than it is the Contractors responsibility to have a Temporary Diversion License in place prior to

SPECIAL PROVISIONS

removing any water. The Contractor is responsible for all other environmental impacts that may result from his actions or those of his subcontractors.

5.18.1 Environmental Protection and Enhancement Act

The Contractor shall carry out his operations so as to adhere to and meet all guidelines as set out in the Environmental Protection and Enhancement Act.

Alberta Environmental Protection can be reached in Peace River, AB. (780) 624-6175. The Central office for the Land Reclamation Division and Environmental Protection is located on the 3rd Floor, Oxbridge Place, 9820-106 Street, Edmonton, Alberta, T5K 2J6 (780) 427-6202.

6. SPECIAL PROVISIONS

6.1 Contract Completion Date

The Contract Completion Date for this Contract shall be:

Schedule B (Zama Road)	- June 30, 2022
Schedule C1, C2, D, E	- September 1, 2022

If the Contractor fails to complete all of the work for this Contract by the Construction Completion Date then section 6.10 will be in effect.

6.2 Materials and Equipment

Unless otherwise specified, the Contractor shall provide, maintain, and pay for the loading factor the Contractor pays to the trucking sub-contractor, and the cost of supplying: a loader to load the material, hauling of the material anywhere in the Contract area, the necessary sign package, the cost of providing a project supervisor, dust control, maintenance of the haul route and all other costs associated with the loading, hauling, and truck spreading of gravel for road purposes and conveniences, necessary for the performance of the Contract.

All truck units will be issued a number, which must be plainly displayed on both sides and the front of the unit. A loading rotation may be strictly enforced throughout the duration of this Contract.

6.3 Contractor Supply of Gravel

Contractor Supply of aggregate for the Contractor's operations in accordance with the Contract shall be as follows: Designation 4 Class 20 materials shall have a maximum of 25% passing the 1250 µm sieve and Designation 4 Class 40 (when asked). The most recent edition of Alberta Transportation Specification Book shall be used to further define specifications for private supply of aggregates. **Prior to application and on site**, the County requires sieve samples to be taken to confirm gravel quality is within specifications. The Contractor shall provide sieves analysis for the material being supplied. Mackenzie

SPECIAL PROVISIONS

County reserves the right to reject the Contractor supplied gravel if it is deemed unacceptable.

6.4 Contract Work

The Contractor shall:

Load, haul and apply road crush gravel.

Furnish equipment and labour, perform all work and fulfill all requirements described in the Contract Documents for the purpose of hauling and placing gravel, in the amounts and at the locations to be determined by the County. The gravel haul maps will be supplied by the County prior to commencement of the gravel haul activities.

Complete the hauling of gravel and spreading under the terms of this Contract on or before the completion dated stated in the provisions attached hereto.

6.5 Hauling and Application

The Contractor will supply and operate trucks capable of performing the work required, hauling and uniform spreading to the satisfaction of Mackenzie County. Mackenzie County reserves the right to prevent the use of any truck or equipment at any time if its performance or the work is deemed unsatisfactory. This includes proper speed of spreading and spreading ability.

6.6 Spreading and Grading of Gravel

The following is the minimum requirement to be followed when spreading and grading the gravel:

- I) The gravel must be uniformly spread as per the instruction of the County Gravel Checker person; and
- II) The County's grader and operator will be responsible for spreading the gravel subsequent to the initial spreading by the gravel trucks.

6.7 Pre-Construction and Safety Meetings

The Contractor shall hold a formal pre-construction and safety meeting with the County, prior to startup, at a mutually agreed upon location.

Public and worker safety is of primary importance to Mackenzie County and as such it is the Contractors responsibility to ensure that all reasonable precautions are taken to ensure safe conditions during the work. It is also understood and agreed that the Contractor will hold tailgate safety meetings to discuss arising safety issues. Minutes from the pre-construction safety meetings and the tailgate safety meetings will be taken by the Contractor and a copy given to Mackenzie County.

SPECIAL PROVISIONS

Mackenzie County reserves the right to stop work at any time and for any reason if it is deemed necessary by the Chief Administrative Officer or designate. Excessive dust anywhere the Contractors operations work is taking place shall be deemed an acceptable reason for work to be stopped until the situation can be rectified.

6.8 County's Right to Terminate

Mackenzie County may terminate this Contract at any time for any of the following reasons:

- I) The Contractor cannot supply proof of certification of scales being used, prior to haul commencement,
- II) The Contractor refuses to comply with instructions from Mackenzie County staff in accordance with any of the terms in this Agreement,
- II) The Contractor refuses to abide by the Terms, Specifications, General Conditions and Special Provisions of this Contract,
- III) The Contractor regularly contravenes any laws of the Province or of Mackenzie County, with respect to highway traffic load restrictions, speed control and/or traffic control device.

6.9 Work Days

Work may take place from 6:00 am to 9:00 pm. No work shall be permitted on Sundays or recognized holidays, unless approved by the County.

6.10 Failure to Complete on Time

If any of the Work remains incomplete after the specified Contract Completion Date, there will be deducted from the money due to the Contractor, the cost to Mackenzie County of any work and material reasonably expended by the municipality which has been necessary by reason of the Contractor's failure to complete the Work by the Contract Completion Date specified in the Contract, without limiting the generality of the foregoing shall include:

- I) Liquidated Damages
The Contractor agrees to pay Mackenzie County, \$1,500 per day for each Calendar Day beyond the specified Completion Dated until the Contract is complete. Liquidated damages shall not be assessed for days lost due to inclement weather;
- II) Additional costs of maintenance and repair as necessary; and
- III) The cost of accommodating traffic over, through or around portions of the work.
- IV) Completion date may be extended due to varying weather conditions, upon approval from CAO or Designate.

6.11 Construction Signage

The Contractor shall be responsible to supply the necessary sign package. The Contractor shall provide a Traffic Accommodation Strategy (TAS) complete with the proposed signing to be used to the County for review and acceptance prior to work commencing. At all times

SPECIAL PROVISIONS

throughout the work the Contractor shall assign an individual to ensure the proper placement of construction signage. At all times during the work the aforementioned person shall be on location where the gravel is being applied and available to carry out Mackenzie County's Gravel Checker's instructions. The Contractor's failure to supply adequate temporary signage will result in Mackenzie County stopping work until adequate signage is in place.

6.12 Dust Control

The Contractor shall be responsible for the application of water or any acceptable product as dust suppressant. This includes but is not limited to the application of dust control at any point where excessive dust is a safety concern, at least to these minimum standards:

- I) 500 meters in all direction at intersections,
- II) 200 meters in both directions at hill crests and corners,
- III) 400 meters sections in front of all residences,
- IV) 200 meters in both directions from the current location of gravel application,
- V) Haul road and out the gravel pit / stock pile yard,
- VI) 1 kilometer out of every ten kilometers on the Zama Access, Assumption Access.

The minimum application of dust control as is outlined herein may be added to at any time at the discretion of County staff. The Contractor's failure to meet the minimum standards and/or comply with directions from Mackenzie County's agents will result in work stoppage until the Contractor comes into compliance. The minimum standards shall apply to all areas the Contractor's equipment is operating from the point of loading to the point of unloading and spreading.

The Mackenzie County reserves the right to apply dust control on areas where it is found that the Contractor is not sufficiently supplying dust control. The costs incurred by Mackenzie County to apply dust control, in such instances, will be deducted off the contract at a rate of cost plus 15%.

Pursuant to **General Conditions 5.18** it is the Contractor's responsibility to ensure that the necessary Temporary Water Diversion Permits are in place.

6.13 Haul Route

During the Contract Work the Contractor shall be responsible to maintain the haul route, including the application of dust suppressant and grading. The haul route shall be defined as the route that the Contractor's equipment takes to transport the gravel from the point of loading (the pit) to the point of application and spreading.

The haul route may be designated by the Chief Administrative Officer, or designate, and may be changed from time to time at his/her discretion.

6.14 Quantities

Scale measurements will be used as the method of measuring the quantity hauled, it will be the contractor's responsibility to supply and maintain a certified loader scale with proper

SPECIAL PROVISIONS

scale tickets. The certification shall be no older than 90 days from the commencement of the project. No exceptions will be permitted.

The County may, at its discretion, detour a truck to a commercial or government scale. The truck will be paid the additional tonne kilometers incurred for the detour. If in the sole opinion of the County, a significant discrepancy is found, the project may be halted until such time as a recertification of the loader scale is conducted. There will be no compensation for the stoppage of work or recertification.

The contractor shall be responsible to ensure that each truck driver keep record of the quantities hauled and the location of loads they hauled. It will also be the contractor's responsibility to obtain the designated County representative's signature on scale tickets before the trucks leave the pit or loading area. The contractor will also obtain the designated County gravel checker's signature on the scale tickets when the gravel is placed.

Quantities will be verified by County staff before any invoices are paid.

6.15 Construction Supervisor

The Contractor shall assign a Construction Supervisor for the duration of the Contract. The Construction Supervisor's name and contact information shall be included in the space provided in the tender forms. The Construction Supervisor shall be responsible to ensure that the Conditions, Specifications, Regulations, and Provisions that make up the Contract are met. The Construction Supervisor will at all times be available to Mackenzie County's Gravel Checker to carry out his/her instructions. The Construction Supervisor shall insure that any instruction given in these documents and by County staff is promptly followed.

The Construction Supervisor shall be held responsible for any work stoppage directed by Mackenzie County due to non-compliance with instructions.



Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole Meeting
Meeting Date:	March 22, 2022
Presented By:	Jennifer Batt, Director of Finance
Title:	Cheque Registers –February 12, 2022 – March 18, 2022

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 weekly or bi-weekly basis unless otherwise required for operational needs. Copies of the February 12, 2022 – March 18, 2022 cheque registers, 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:

2021/2022 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 February 12, 2022 – March 18, 2022 be received for information.

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



Mackenzie County

REQUEST FOR DECISION

Meeting:	Committee of the Whole Meeting
Meeting Date:	March 22, 2022
Presented By:	Grant Smith, Agricultural Fieldman
Title:	Policy ASB021 - Weed Control Policy (ASB021)

BACKGROUND / PROPOSAL:

A motion was passed at the Agriculture Service Board (ASB) meeting on March 9th, 2022, to accept the proposed amendments to ASB021- Weed Control Policy as presented by administration.

These proposed amendments are contained in the Enforcement process and Weed Notice Appeals portions of the Weed Control policy.

Proposed amendments will provide administration with clearer direction in dealing with Weed Notices and Council will be involved in the decision making process, should enforcement action be required (destroying crops, cultivating land, applying herbicide, etc.) to bring Prohibited Noxious and Noxious weeds under control, as per the guidelines established within the *Alberta Weed Control Act*.

OPTIONS & BENEFITS:

COSTS & SOURCE OF FUNDING:

SUSTAINABILITY PLAN:

Author: G. Smith Reviewed by: _____ CAO: _____

COMMUNICATION / PUBLIC PARTICIPATION:

Policies are posted on Mackenzie County Website.

POLICY REFERENCE

Alberta Weed Control Act

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That a recommendation be made to Council to approve Policy ASB021 – Weed Control Policy as amended/presented.

Author: _____ Reviewed by: _____ CAO: _____

MACKENZIE COUNTY

Title	AGRICULTURAL SERVICE BOARD WEED CONTROL	Policy No:	ASB021
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Purpose

To enforce the Alberta Weed Control Act and therefore prevent and control the establishment and/or spread of **Noxious** and **Prohibited Noxious** weeds.

Policy Statement and Guidelines

1. Objective:

To prevent and control the establishment and/or spread of **Noxious** and **Prohibited Noxious** weeds through inspections, awareness, education and responsible communication with landowners, occupants, industry stakeholders and members of the general public.

2. Definitions:

- 2.1. **Eradicate** means: destroy all parts of the plant, and render reproductive parts of the plant non-viable.
- 2.2. **Control** means: inhibit the growth or spread of the plant.
- 2.3. **Noxious Weeds and Prohibited Noxious Weeds** are as defined, all include all those weeds identified, under the *Weed Control Act* of Alberta (RSA 2008/W-5.1) and the *Weed Control Regulations* (19/2010), as amended from time to time. As well, **Noxious Weeds** and **Prohibited Noxious** Weeds shall include invasive species which have been elevated in status by municipal bylaw.

3. Procedures:

- 3.1. The Agricultural Service Board, at its discretion, appoints a sufficient number of inspectors to carry out the *Weed Control Act* and supply each inspector with identification in the form prescribed by the *Weed Control Regulations*.
- 3.2. The Weed Inspection Program will be conducted during the months of May to September; and will be carried out by the Agricultural Fieldman, and Weed Inspectors.
- 3.3. The Agricultural Fieldman will be responsible for enforcement of the Alberta *Weed Control Act*.
- 3.4. When a weed problem is found, every effort will be made to cooperate with the land owner to deal with the problem in an amicable manner. After verbal and

written communication is made and no satisfactory results have been deemed then a Weed Notice will be issued in person to the land owner, or by registered mail. Weed Notices are to be issued at the discretion of the Agricultural Fieldman; as per **Appendix “A” Notice to Remedy Weed Problem.**

- 3.5. Weed Notices and all actions carried out before; after in accordance with the issuance thereof, must be in compliance with the current *Weed Control Act*, or related statutes of the Province of Alberta.
- 3.6. If remedial measures of the Weed Notice have not been complied with, the work may be carried out by the municipality or a private contractor (as hired by the municipality) and all associated fees are to be applied to the landowner and/or occupant.
- 3.7. Any enforcement action to destroy a crop to bring the Noxious and Prohibited Noxious weeds under control (plowing, spraying, mowing, but not limited to) will require a motion of Mackenzie County Council prior to undertaking such action.
- 3.8. If the landowner and/or occupant fail to pay the amount owing, the charges will be sent to a collections agency or applied to the tax roll against the land in question by motion of Mackenzie County Council.
- 3.9. If the Notice is deemed as compliant, the landowner will be notified via phone call, and written letter from the Agricultural Fieldman.

4. Appeal Follow Up Procedures:

- 4.1. All Recipients of Weed Notices shall have the opportunity to appeal Weed Notices as per conditions set forth by the Alberta Weed Control Act and the Mackenzie County Agricultural Appeal Panel.
- 4.2. The Agricultural Appeal Panel shall hear and determine the appeal within five (5) days of receipt of notice of appeal by the Chief Administrative Officer.
- 4.3. The notice of appeal must be delivered personally or sent by certified or registered mail within the time specified in the notice for doing the thing required by the notice or 10 days, whichever is less.
- 4.4. The notice of appeal must be in writing and includes a \$500 appeal fee.
- 4.5. The Mackenzie County Agricultural Appeal Panel may confirm, rescind or vary the notice.
- 4.6. The Chief Administrative Officer shall send a copy of the decision along with the written reason; if any to the appellant by registered or certified mail.

	Date	Resolution Number
Approved	2017-04-11	17-04-275
Amended	2020-01-14	20-01-006
Amended		