

**WOODLANDS COUNTY
REQUEST FOR PROPOSALS
2026-04**

**Vegetation Control – Mowing Right of Ways
2026**

REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:

Vegetation Control – Mowing Right of Way Mowing

2026 (the “Work”)

1.0 INTRODUCTION

1.1 Purpose of RFP

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

Woodlands County (“the County”) is seeking quotations for the mowing of the local road right-of-ways on all Woodlands County roads (“the Work”). The Work shall consist of mowing all grasses, grains, weeds, brush and small trees in the areas described as local road Right-of-Ways located in Woodlands County as shown on the map attached hereto as Schedule “C”, or in the areas as designated by the County’s Agriculture Services Department or representative.

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 an envelope marked **“Vegetation Control – Right of Way Mowing 2026”** (the “Proposals”) on or before 2:00:00 p.m. (Mountain Daylight Time) on **April 24, 2026** (the “RFP Closing Time”) to:

**Woodlands County
61053A HWY 33
Box 33
Fort Assiniboine, AB T0G 1A0**

Attention: Dawn Fortin, Manager of Agriculture Services

Or by email: dawn.fortin@woodlands.ab.ca

No faxed submitted Proposals will be accepted by the County.

1.2.2 Proposals will be opened following the RFP Closing Time. 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 will be received up to 4:30 pm MDT April 23, 2026 and should be directed, in writing, to:

Dawn Fortin, Manager of Agriculture Services
fax number 780-584-3988 or
email: dawn.fortin@woodlands.ab.ca.

- 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 **April 24, 2026**.

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.

1.4 **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 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.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The 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.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.

3.1.4 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.

3.1.5 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 Proof of Workers' Compensation account in good standing at the time of Proposal submission;

4.1.2 A copy of the Proponent's safety program or a valid and subsisting Certificate of Recognition ("COR") or Small Employer Certificate of Recognition ("SECOR") issued by the Alberta Construction Safety Association;

4.1.3 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP.

- 4.1.4 A Quotation Deposit in the form of a certified cheque or an irrevocable letter of credit in favor of the County equal to the amount of 10% of the Total Quotation.

4.2 **Insurance to be carried by Successful Proponent**

The Contractor shall obtain and maintain in force or cause its sub-contractors to maintain in force the Term of this Agreement the following insurance, all satisfactory to the County, acting reasonably with respect to any work to be done in accordance with this Agreement. 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 **FIVE MILLION (\$5,000,000.00) DOLLARS** 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 **FIVE MILLION (\$5,000,000.00) DOLLARS** 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 errors and omissions coverage for professional services liability with limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence;
- 4.2.4 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
- 4.2.5 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
- 4.2.6 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)
PROPOSAL BID PRICES	40
CAPABILITY OF PERFORMING REQUIRED WORK	20
SATISFACTORILY PERFORMED PREVIOUS SIMILAR WORK (BASED ON REFERENCE CHECKS)	20
EQUIPMENT PROVIDED AND CONDITION THERE OF	20
Total Points Available	100

- 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 open for the County's consideration for a period of ninety (90) 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.

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 **Canadian Free Trade Agreement (“CFTA”) and the New West Partnership Trade Agreement**

The provisions of the Canadian Free Trade Agreement (“CFTA”) 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.

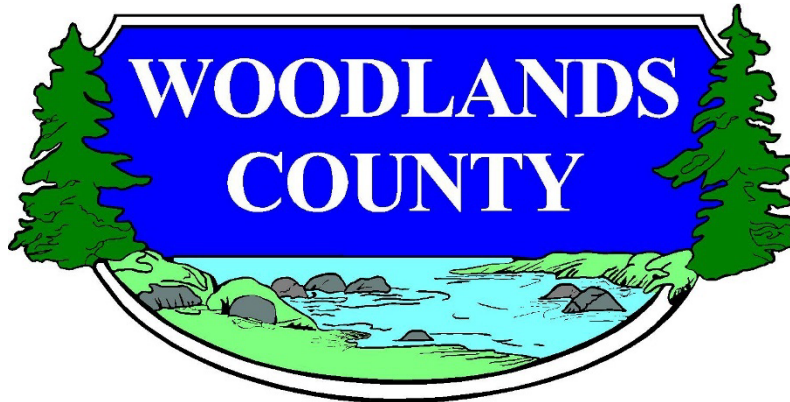
GENERAL SPECIFICATIONS

VEGETATION CONTROL – MOWING
2026

LOCAL ROAD RIGHT-OF-WAYS

LOCATED IN

WOODLANDS COUNTY



**P.O. Box 60, #1 Woodlands Lane
Whitecourt, Alberta
T7S 1N3
(780) 778-8400**

GENERAL SPECIFICATIONS

1 BACKGROUND

- 1.1 Woodlands County (“the County”) is seeking quotations for the mowing of the local road right-of-ways on all Woodlands County roads (“the Work”) as shown on the maps attached hereto as Schedule “C”.
- 1.2 The County will receive sealed quotations until 2:00 p.m. MDT on April 24, 2026.
- 1.3 (“the Closing”).
- 1.4 Faxed quotations will not be accepted and will be returned to the Bidder.
- 1.5 The Work shall consist of mowing all grasses, grains, weeds, brush and small trees in the areas described as local road Right-of-Ways located in Woodlands County as shown on the map attached hereto as **Schedule “C”**, or in the areas as designated by the County’s Agriculture Services Department or representative.
- 1.6 The purpose of the Work is to control the growth of grasses, weeds and brush on local road right-of-ways with particular attention to the shoulders, side slopes, ditches and all approaches. This activity will provide an aesthetically pleasing right-of-way and reduce the problems caused by weed growth and snow drifting.
- 1.7 All the Work shall be performed in such a manner that it results in a stand of mowed growth, which is acceptable to the County’s Agriculture Services Department or representative. The Work will commence upon direction of the Agriculture Services Department or representative **no earlier than July 1st of the contract year**.
- 1.8 The maximum size of trees that will be required to be cut shall be:
 - 2.5 cm (one inch) in diameter measured 10 cm (4 inches) above the ground line.
- 1.9 Neat trimming, after each cutting will be necessary around signposts, poles, guard rails, trees, delineators, curbs, piers, ditch blocks, abutments and other structures in the specified area. Hand and other equipment other than tractor drawn may be required to satisfactorily complete the work. All trimming must be completed within ten (10) days of mowing that particular road.
- 1.10 **Shoulder cut:** 4.5 m (15 feet) minimum, measured from point of shoulder adjacent to driving surface and to include both sides of roadway. The maximum cut height will be 10 cm (4 inches). All shoulder cuts **are to be completed by August 31st** of the contract year. (All local roads, not including highways and secondary highways). Variance may be given at the discretion of Woodlands County.
- 1.11 **Full cut:** Property line to property line on both sides of the roadway. Mowing shall begin at the fence line and continue to the road edge until the full cut is achieved. Maximum cut height will be 10cm (4 inches). All full cuts **are to be completed by**

August 31st of the contract year. (All local roads, not including highways and secondary highways).

- 1.12 All slopes on cut or fill sections where the slope is 3:1 or flatter and the cut is lower than 3 m (10 feet), shall be mowed unless otherwise specified by the Agriculture Services Department or representative. To allow the mowing unit to traverse to more level terrain when slopes greater than 3:1 and higher than 3 m (10 feet) are encountered, only a 4.5 m (15 foot) minimum width swath shall be required. High fills with guard rails shall be mowed so that the top of the grass is below the level of the outside shoulder edge. All approaches must also be mowed.
- 1.13 The Contractor shall be responsible for removal of minor rocks or debris which interferes with the mowing conditions, from the right-of-way. Major debris shall be reported to the County's Agriculture Services Department or representative for removal.
- 1.14 The Contractor shall ensure all his/her employees have all the necessary safety equipment including but not limited to hard hats, high visibility vests, and steel-toed boots. If any employee arrives on-site without the proper equipment, he/she will not be allowed to perform the Services.
- 1.15 The Contractor shall provide the equipment noted on the Proposed Equipment List included in the Contractor's Quotation. If any equipment is changed from the Proposed Equipment List, that change must be acceptable to the County's Agriculture Services Department or representative, and the Proposed Equipment List will be amended, and the amended list shall form part of the Contract. The Contractor will have his/her equipment available for inspection by Woodlands County personnel before the Contract is presented for signature. Woodlands County accepts no liability for ensuring the equipment can perform the work required.
- 1.16 The Contractor is responsible for providing the equipment identified and shall maintain it in good condition following the manufacturer's specifications for the duration of the Contract, to provide a **clean mowing cut** at all times.
- 1.17 The Contractor shall provide skilled and experienced operators, familiar with highway traffic movements and laws governing vehicular traffic. When not in use, equipment must be parked in such a manner so as not to create a hazard to traffic or an impediment to visibility.
- 1.18 The Work area limits shall extend out from the existing roadway to the right of way limits, from fence line to fence line, high bush line to high bush line, or as determined by the County's Agriculture Services Department or representative.
- 1.19 The County retains the right to cut or spray any portion of the local road right-of-way for any purpose which the County's Agriculture Services Department or representative deems necessary. It is the responsibility of the Contractor to check with the appropriate local authorities as to which areas, in which the Work is to be performed, have been treated with herbicides or pesticides.

- 1.20 The Contractor may be required to return and mow areas missed due to unfavorable ground conditions, upon direction of the County's Agriculture Services Department or representative.
- 1.21 Mowing shall be performed in such a manner that there are no missed areas between passes and as close to fences, signs, culverts, temporary phone lines, pedestals or roadway appurtenances without causing damage to said appurtenances. Any damage caused to the above items will be the responsibility of the contractor to repair or correct.
- 1.22 The Work shall be performed during daylight hours only.

2 SUBMISSION OF QUOTATIONS

- 2.1 Each Quotation shall be addressed to the County in a sealed envelope clearly marked with the Bidder's name, address and Quotation Number. The sealed envelope containing the Quotation shall be delivered before the Closing to the County in accordance with the Invitation to Quote and the General Specifications at:

Woodlands County
Fort Assiniboine Regional Municipal Office
Box 33
Fort Assiniboine, Alberta T0G 1A0

Attention: Dawn Fortin
Mowing Contract Bid

Or by email: dawn.fortin@woodlands.ab.ca

- 2.2 Immediately following the Closing, Quotations will be opened at:

Woodlands County
Fort Assiniboine Regional Municipal Office
61053A HWY 33
Fort Assiniboine, AB

3 QUOTATION FORM

- 3.1 Each Bidder shall submit a complete Quotation on the Quotation Form which forms part of the Quotation Documents with the blank spaces filled in. The Total Quotation for year 2026, as well as the Total Quotation in Writing, and the Hourly Rate in Writing shall be written in words as well as figures and shall be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which shall be shown as a separate amount unless otherwise specifically stipulated. In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Quotations shall be written in English. Notwithstanding the foregoing, the County

shall be entitled to accept a Quotation in such form as the County in its sole and unfettered discretion deems acceptable.

- 3.2 The County shall not be obligated to accept a Quotation that is unsigned, incomplete, conditional, illegible, unbalanced, obscure, or contains irregularities of any kind. On Unit Price Quotations, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Bidder.
- 3.3 Quotations shall not be withdrawn, modified, or clarified after being deposited in accordance with the Quotation Documents.

4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to the County will be subject to the protection and disclosure provisions of Alberta's Freedom of Information and Protection of Privacy Act ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Bidder's personal or business information where disclosure would be harmful to the Bidder's business interests or would be an unreasonable invasion of personal privacy as defined in sections 15 and 16 of FOIP. Bidders are encouraged to identify what portions of their Quotation are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Bidders that any portion of the Bidder's documents can be kept confidential under FOIP.

5 QUOTATION DOCUMENTS

- 5.1 The documents for the Quotation are:

- Request for Proposals
- General Specifications
- Maps
- Draft Contract

By submitting a Quotation, the Bidder acknowledges and agrees that the Quotation Documents have been received and reviewed.

6 VARIATION IN QUOTATION DOCUMENTS

- 6.1 The Bidder shall carefully examine the Quotation Documents. Any errors, omissions, discrepancies, or clauses requiring clarification shall be reported in writing to the County at least 10 calendar days prior to the Closing. Where necessary the County shall respond to reported errors, omissions, discrepancies, or clauses requiring clarification by way of Addenda.
- 6.2 Should a Bidder fail to report any such errors, omissions, discrepancies, or clauses requiring clarification at least 5 calendar days prior to the Closing, the County shall be the sole judge as to the intent of the Quotation Documents.

- 6.3 No implied obligation of any kind by or on behalf of the County shall arise from anything in the Quotation Documents, and the express covenants and agreements contained in the Quotation Documents and made by the County, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Quotation Documents supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Quotation made prior to the Closing and no changes shall be made to the Quotation Documents except by written Addenda.

7 ADDENDA

- 7.1 Any changes to the Quotation shall be in writing in the form of Addenda. Any Addenda issued to the Quotation shall form part of the Quotation Documents and the cost for doing the work therein shall be included in the Total Quotation. No verbal representations shall be binding on the County nor form part of the Quotation Documents. Technical inquiries into the meaning or intent of the Quotation Documents must be submitted in writing to the person identified in Item 2 of the General Specifications.

8 QUOTATION

- 8.1 Bidders submitting a Quotation shall be actively engaged in the line of work required by the Quotation Documents and shall be able to refer to work of a similar nature performed by them. Bidders shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Quotation Documents.
- 8.2 Each Bidder shall review the Quotation Documents provided by the County and confirm that it is in possession of a full set of Quotation Documents when preparing its Quotation.
- 8.3 A Quotation received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Quotation and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.
- 8.4 Only one Quotation from an individual, firm, partnership, or corporation will be considered. By submitting its Quotation, the Bidder acknowledges and agrees that if the County has reasonable grounds for believing that any Bidder is interested in more than one Quotation for the Work, the County may, in its sole and unfettered discretion, reject all the Quotations in which such Bidder is interested.
- 8.5 By submitting a Quotation, the Bidder acknowledges and agrees that any or all Quotations will be rejected if the County has reasonable grounds for believing that collusion exists among the Bidders.
- 8.6 The Total Quotation for year 2026, as well as the Total Quotation in Writing, and the Hourly Rate in Writing as indicated in the Quotation Form included with the General Specifications shall include but not limited to the supply and operation of suitably

equipped tractor(s), mower(s), and hand equipment, including operator's wages, fuel, oil, repairs and maintenance.

9 QUOTATION DEPOSIT

- 9.1 The Bidder shall submit with its Quotation, a Quotation Deposit in the form of a certified cheque or an irrevocable letter of credit in favour of the County equal to 10% of the Total Quotation as a guarantee that, if awarded the Contract for the Work, the Bidder will execute the Contract and submit the required security within the specified time frames.
- 9.2 Failure to submit the Quotation Deposit as required herein may result in the Quotation being declared non-compliant and rejected by the County.
- 9.3 The certified cheque or irrevocable letter of credit of an unsuccessful Bidder shall be returned as soon as possible after the Contract has been duly executed by the Successful Bidder.
- 9.4 The County will not pay any interest on money furnished as a Quotation Deposit.
- 9.5 If within ten (10) days after the Contract is presented to the Successful Bidder for signature, the Successful Bidder refuses or fails:
- 9.5.1 to sign and return to the County's Agriculture Services Department the Contract for performing the Work, or
 - 9.5.2 to provide the insurance required by the Contract
 - 9.5.3 to provide proof of valid Workers' Compensation Board coverage.

The Quotation Deposit shall, without prejudice to any other rights that the County may have in law or in equity, be forfeited to and retained by the County on account of any losses or damages incurred or suffered by the County.

- 9.6 The forfeiture of a Successful Bidder's Quotation Deposit shall not be construed as a waiver of any rights or remedies which the County may have against such Bidder for loss or damages incurred or suffered in excess of the amount of such Quotation Deposit.

10 PERFORMANCE BOND

- 10.1 The Quotation Deposit of the Successful Bidder shall be retained by the County to guarantee the faithful performance of the Contract, and in default thereof, shall protect the County against any losses or damage arising by reason of failure of the Successful Bidder to faithfully perform the Contract.

11 INDEMNITY AND INSURANCE

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

11.2 INDEMNITY

The Contractor shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the County, its Councilors, directors, officers, employees, contractors, insurers, agents and representatives (hereinafter collectively "Woodlands") from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his/her own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind (hereinafter collectively "Claims") which Woodlands, or any one of them, may sustain, pay or incur or which may be brought by or made against Woodlands, or any one of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, relating to, resulting from or arising out of all or any of the following:

- 11.2.1 the misconduct, negligent action, or negligent failure to act, as the case may be, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors); or
- 11.2.2 the costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Contractor; or
- 11.2.3 any breach, violation or non-performance of any representation, warranty, obligation, covenant, term, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed, as the case may be or
- 11.2.4 any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action, or failure to act or breach of contract of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the County at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

12 PERFORMANCE OF WORK

- 12.1 The Successful Bidder may commence the Work within the timeframe specified in the Letter of Intent from the County in accordance with Article 14.2, or as directed in writing by the County's Agriculture Services Department or representative and shall complete the Work by the dates specified in the Invitation to Quote and/or the Contract.
- 12.2 The Successful Bidder will be required to consult with the County's Agriculture Services Department or representative for inspection and tentative approval of the Work completed. A Work plan must be approved by the County's Agriculture Services Department or representative to ensure that critical portions of the Work are completed on schedule and to reduce potential areas of conflict with other work

projects. The plan is to include the expected daily production rate, and total days required to complete the Work.

- 12.3 The Successful Bidder shall be responsible for the removal of minor rocks or debris which interfere with the mowing conditions, from the right-of-way. Major debris shall be reported to the County's Agriculture Services Department or representative for removal.
- 12.4 The distances shown on the Quotation forms are approximate only and are prepared for the comparison of Quotations.

13 SITE CONDITIONS

- 13.1 The Bidder is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site of the Work, including 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 Bid, the Bidder acknowledges that it has investigated and satisfied itself as to:
 - a) the nature of the Work;
 - b) the location and all conditions relating to the Site of the Work including, but not limited to, accessibility, general character, surface conditions, utilities, road, uncertainties of seasonal weather and all other physical, topographical, and geographic conditions;
 - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
 - d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
 - e) the magnitude of the effort required to execute and complete the Work.
- 13.2 The Bidder is fully responsible for obtaining all information required for the preparation of its Quotation and for the execution of the Work. The County is not responsible for undertaking any investigations to assist the Bidder. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Quotation Documents (the "Non-Bid Information"), form no part of this Quotation. The County assumes no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Bid Information. Bidders who obtain or rely upon such Non-Bid Information or other documents, do so entirely at their own risk.

14 SUCCESSFUL BIDDER

- 14.1 Award of Contract by the County occurs once the Bidder receives a Letter of Intent from Woodlands County.
- 14.2 Following the receipt of the Letter of Intent, the Successful Bidder shall provide the Performance Bond within the time required. The Successful Bidder shall also provide the Certificate of Insurance and the WCB letter of account unless previously provided.

14.2.1 If the Successful Bidder fails to comply with either or both requirements of Articles 14.2 and 14.3, the Quotation Deposit shall be forfeited to the County as compensation for damages the County may suffer.

14.3 Within 10 working days of receipt of the Contract from the County, the Successful Bidder shall duly execute the Contract and return it to the County.

15 LEGAL REQUIREMENTS

15.1 In carrying out its obligations hereunder, the Contractor, and all employees, contractors, sub-contractors, and special Contractors shall be bound by and observe all applicable federal, provincial and municipal legislation and the regulations pursuant thereto. In the event the Contractor fails to comply with any applicable legislation or regulations, and the County is required to take steps or pay any sums to rectify such non-compliance, the County may subtract the cost of such rectifications from any monies owed to the Contractor. The Contractor shall exercise usual and customary professional care and judgement to perform the Services in compliance with applicable laws, regulations, codes and standards in effect as of the date of this Agreement.

15.2 The Contractor shall apply for and pay for all necessary permits or licenses required for the performance of the Services. The Contractor shall be responsible for determining what permits or licenses are required.

15.3 The Contractor shall familiarize himself/herself, his/her staff and his/her sub-Contractors and special Contractors with the terms of the *Alberta Occupational Health and Safety Act* and the regulations associated with such statute, to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that as defined in the *Alberta Occupational Health and Safety Act* and the regulations thereunder, he/she may have responsibilities as either a "prime contractor", "employer" or "worker". As a condition of this Agreement, when the Contractor is administering a contract on behalf of the County, the Contractor acknowledges his/her responsibilities as an agent of the County.

15.4 Prior to commencing the Services described hereunder and prior to receiving payment on completion, the Contractor shall provide evidence of compliance with all requirements of *Alberta Workers' Compensation Act*, including, but not limited to, payment due thereunder. At any time during the term of this Agreement, when requested to by the County, the Contractor shall provide evidence of compliance, by the Contractor or any sub-Contractor or special Contractor with all requirements under the *Alberta Workers' Compensation Act*. In addition, Woodlands County requires contractors to ensure all employees and directors working on a Woodlands County site are covered by Workers' Compensation.

15.5 The Contractor hereby represents and warrants with and to the County, and acknowledges that the County is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.

16 WORKERS' COMPENSATION

- 16.1 Each Bidder shall submit with its Quotation, a letter of Account from the Workers' Compensation Board – Alberta. This letter is to be current and not dated prior 14 calendar days prior to the Closing.

17 EQUIPMENT

- 17.1 As part of its Quotation, each Bidder shall complete the Proposed Equipment List included with the General Specifications. The Successful Bidder will have its equipment available for inspection by the County's personnel before the Contract is presented for signature.

18 PREVIOUS SIMILAR WORK

- 18.1 As part of its Quotation, each Bidder shall complete the Previous Similar Work Performed table included with the General Specifications as part of Schedule B. Bidder must submit at least three (3) previous jobs performed similar in nature with reference contacts.

19 REGISTRATION

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

20 QUOTATIONS EXCEEDING BUDGET

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

- 20.2 Each Bidder acknowledges and agrees that the County has the sole and unfettered discretion to employ any criteria to determine the Quotation most advantageous to the County, and that the County has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Article 17.

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

- 20.4 If the Quotation Sum of every Bidder exceeds the amount budgeted for the Work and the County negotiates with the Bidder who has submitted the Quotation considered most advantageous to the County:

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

20.4.2 In particular, the County's attempt to negotiate with such Bidder does not constitute a rejection of its Quotation; and

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

21 ACCEPTANCE PERIOD

21.1 The Quotation shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Quote, namely, ninety (90) days following the Closing.

21.2 The time and date of the Closing is as defined in the Request for Proposals.

22 ACCEPTANCE OR REJECTION OF BIDS

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

- a) is incomplete, obscure, irregular or unrealistic;
- b) is non-compliant or conditional;
- c) has erasures or corrections;
- d) omits a price on any one or more items in the Quotation;
- e) fails to complete the information required in the Quotation;
- f) is accompanied by an insufficient Quotation Deposit,

may at the County's sole and unfettered discretion be rejected or accepted. Further, a Quotation may be rejected or accepted based on the County's unfettered assessment of its best interests, which includes the County's unfettered assessment as to a Bidder's past work performance for the County or for anyone else or as to a Bidder's financial capabilities, completion schedule, or ability to perform the Work. The County reserves the right to negotiate after Closing with the Bidder that the County deems has provided the most advantageous Quotation; in no event will the County be required to offer any modified terms to any other Bidder prior to entering into a Contract with the Successful Bidder and the County shall incur no liability to any other Bidder as a result of such negotiation or modification.

Schedule B Contractor's Quote 1 of 5

QUOTATION FORM

MOWING - LOCAL ROAD RIGHT-OF-WAYS

NORTH OF ATHABASCA RIVER

The undersigned, having examined the Contract and the map furnished with these General Specifications for the previously mentioned work, hereby agrees to supply suitable equipped machinery and all required labour to execute and complete the previously mentioned work in accordance with the foresaid conditions and plans for the following unit prices:

DESCRIPTION NORTH 2026	ROAD KM (approx.)	EXTENDED QUOTATION
<u>Area N1:</u> <u>Full Cut (approx. 1/3 area):</u> - To be completed by August 31, 2026 <u>Area N2& N3 (approx. 2/3 area):</u> <u>Shoulder cut:</u> - To be completed by August 31, 2026	400	

GST: \$ _____

TOTAL QUOTATION NORTH 2026: \$ _____

Quotation submitted by: _____
 Name of Individual, Partnership or Corporation

Schedule B Contractor's Quote 2 of 5

SOUTH OF ATHABASCA RIVER

The undersigned, having examined the Contract and the map furnished with these General Specifications for the previously mentioned work, hereby agrees to supply suitable equipped machinery and all required labour to execute and complete the previously mentioned work in accordance with the foresaid conditions and plans for the following unit prices:

DESCRIPTION SOUTH 2026	ROAD KM (approx.)		EXTENDED QUOTATION
<u>Areas S2 & S3:</u> <u>Full Cut (approx. 2/3 area):</u> - To be completed by August 31, 2026 <u>Area S1:</u> <u>Shoulder cut (approx. 1/3 area):</u> - To be completed by August 31, 2026	500		

GST: \$ _____

TOTAL QUOTATION SOUTH 2026: \$ _____

TOTAL QUOTATION (NORTH & SOUTH 2026) IN WRITING: _____

Quotation submitted by: _____
 Name of Individual, Partnership or Corporation

Schedule B Contractor's Quote 3 of 5

PROPOSED EQUIPMENT LIST

The following equipment will be provided for performance of work:

EQUIPMENT MAKE / MODEL	YEAR	SERIAL NUMBER	CONDITION OF UNIT*

* Indicate poor, fair, good.

The estimated average production per day from above noted equipment is _____
Kilometers/Day.

The listed equipment shall be capable of achieving the mowing commitment of the Contract.

PREVIOUS SIMILAR WORK PERFORMED

The following is a list of previous similar work performed with reference contacts:

DATE	LOCATION	OWNER	CONTACT NAME & PHONE NUMBER

Quotation submitted by: _____
Name of Individual, Partnership or Corporation

Schedule B Contractor's Quote 4 of 5

In the event the total quotation in writing and the numerical total quotation are not identical the total quotation in writing shall take precedence and shall be the total quotation considered by the County.

Quotation submitted by: _____
Name of Individual, Partnership or Corporation

Address: _____

Telephone: _____ Business _____ Fax

Worker's Compensation No. _____ Contact Person: _____

Quotation deposit attached. Yes _____ No _____

_____ }
Signature(s) of individual(s),
partner(s) or authorized
signing officer(s)

Date _____ Witness _____

Schedule B Contractor's Quote 5 of 5

QUOTATION FORM

MOWING - Extra Work - HOURLY

2026 UNIT PRICE PER HOUR
\$
(Numerical)

2026 HOURLY RATE IN WRITING _____ / per hour

In the event the hourly rate in writing and the numerical hourly rate are not identical, the hourly rate in writing shall take precedence.

Note: This quotation is subject to the Goods and Services Tax, which will be added on at the time of invoicing, at the satisfactory completion of the Agreement.

Quotation submitted by: _____
Name of Individual, Partnership or Corporation

Address: _____

Telephone: _____ Business _____ Fax

Worker's Compensation No. _____

Contact Person: _____

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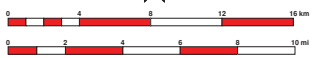
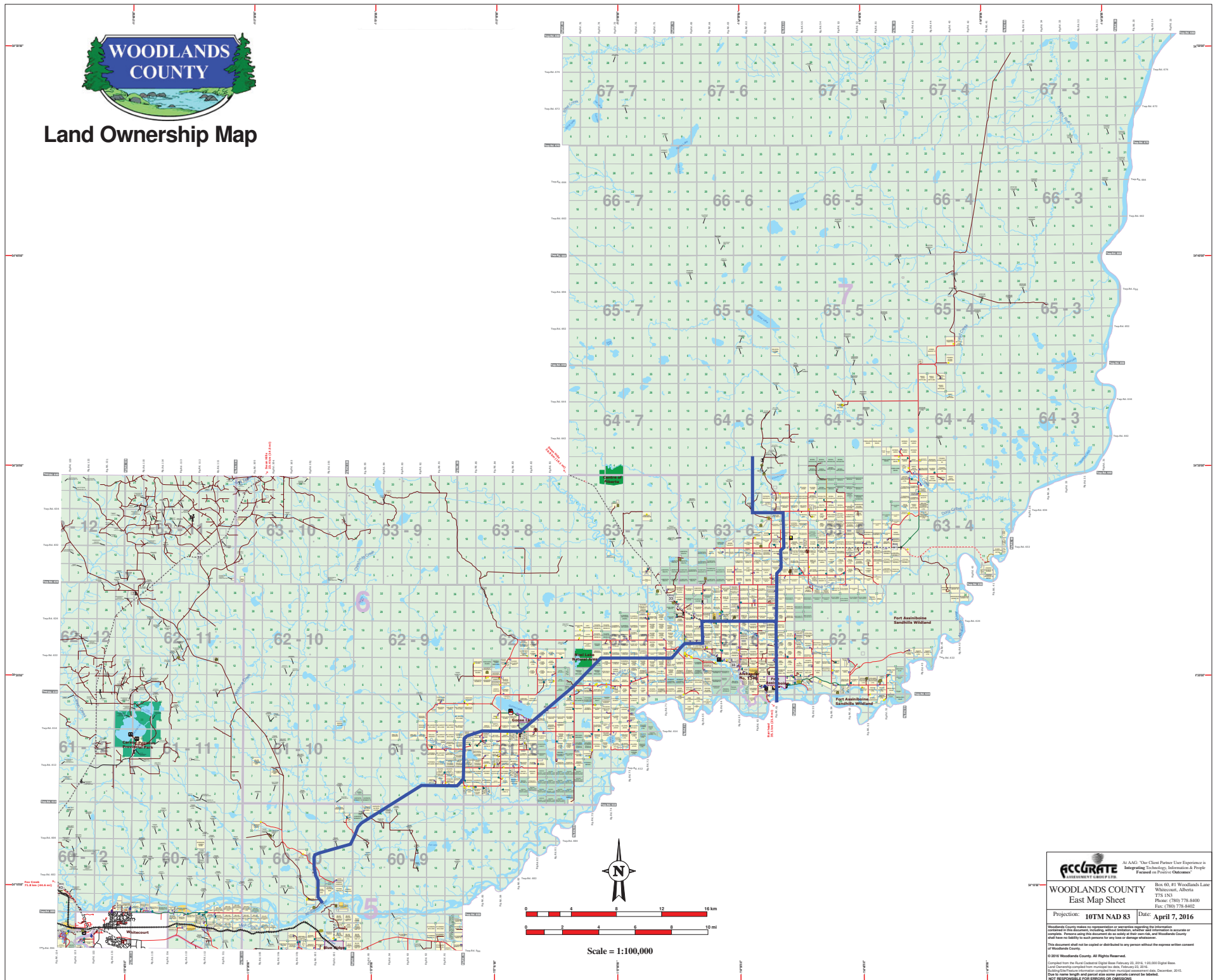
Signature(s) of individual(s),
 partner(s) or authorized signing
 officer(s)

Date

Witness



Land Ownership Map



Scale = 1:100,000

ACCURATE At AGL: "Our Client Partner User Experience is Integrating Technology, Information & People Focused on Positive Outcomes"

WOODLANDS COUNTY
A MEMBER OF THE ALBERTA LAND SERVICES CORPORATION
East Map Sheet

Box 60, #1 Woodlands Lane
Whitecourt, Alberta
T7S 1N2
Phone: (780) 778-8400
Fax: (780) 778-8402

Projection: 10TM NAD 83 Date: April 7, 2016

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Compiled from the Public Customer Digital Base February 25, 2016, 1:00:00 Digital Base.
Land Ownership compiled from Woodlands County February 25, 2016.
Boundary files were downloaded from provincial government data, December, 2015.
Due to map length and parcel size some parcels cannot be labeled.
NOT RESPONSIBLE FOR ERRORS OR OMISSIONS.

THIS AGREEMENT made this ___ day of __, 20__.

CONTRACTOR AGREEMENT

BETWEEN:

WOODLANDS COUNTY
("the County")

and

<Contractor Name>
("the Contractor")

WHEREAS the Contractor is in the business of providing mowing services;

AND WHEREAS the County wishes to retain the services of the Contractor, as more particularly specified in SCHEDULE "A" hereto in connection with the following works:

Vegetation Control - Mowing for year 2026 on local road Right-of-Ways located in Woodlands County (the "Project").

NOW THEREFORE, the County and the Contractor mutually covenant and agree as follows:

1. **Services**

- 1.1 The Contractor shall provide the services described in SCHEDULE "A" as amended in writing from time to time (hereinafter referred to as the "Services").
- 1.2 Each phase of the Services shall be completed in accordance with SCHEDULE "A".
- 1.3 The Contractor shall comply with all written and reasonably inferable requirements established by the County for the performance of the Services with respect to the Project.
- 1.4 The Contractor shall exercise the degree of care, skill and diligence normally provided in the performance of Services in respect of projects of a similar nature of those required under this Agreement.

1. The County hereby retains the Contractor and the Contractor hereby accepts such retainer to provide the Services, which includes, but is not limited to the following, namely:

- 1.1 The Work shall consist of mowing all grasses, grains, weeds, brush and small trees in the areas described as local road Right-of-Ways located in Woodlands County as shown on the map attached hereto as **Schedule "B"**, or in the areas as designated by the County's Agriculture Services Department or representative.

- 1.2 The purpose of the Work is to control the growth of grasses, weeds and brush on local road right-of-ways with particular attention to the shoulders, side slopes, ditches and all approaches. This activity will provide an aesthetically pleasing right-of-way and reduce the problems caused by weed growth and snow drifting.
- 1.3 All of the Work shall be performed in such a manner that it results in a stand of mowed growth, which is acceptable to the County's Agriculture Services Department or representative. The Work will commence upon direction of the Agriculture Services Department or representative.
- 1.4 The maximum size of trees that will be required to be cut shall be:

2.5 cm (one inch) in diameter measured 10 cm (4 inches) above the ground line.
- 1.5 Neat trimming, after each cutting will be necessary around sign posts, poles, guard rails, trees, delineators, curbs, piers, ditch blocks, abutments and other structures in the specified area. Hand and other equipment other than tractor drawn may be required to satisfactorily complete the work. All trimming must be completed within ten (10) days of mowing, that particular road.
- 1.6 **Shoulder cut:** 4.5 m (15 feet) minimum, measured from point of shoulder adjacent to driving surface and to include both sides of roadway. Maximum cut height will be 10 cm (4 inches). All shoulder cuts to be completed by August 31st of the contract year. (All local roads, not including highways and secondary highways). Variance may be given at the discretion of Woodlands County.
- 1.7 **Full cut:** Property line to property line on both sides of the roadway. Mowing shall begin at the fence line and continue to the road edge until the full cut is achieved. Maximum cut height will be 10cm (4 inches). All full cuts to be completed by August 31st of the contract year. (All local roads, not including highways and secondary highways).
- 1.8 All slopes on cut or fill sections where the slope is 3:1 or flatter and the cut is lower than 3 m (10 feet), shall be mowed unless otherwise specified by the Agriculture Services Department or representative. In order to allow the mowing unit to traverse to more level terrain when slopes greater than 3:1 and higher than 3 m (10 feet) are encountered, only a 4.5 m (15 foot) minimum width swath shall be required. High fills with guard rails shall be mowed so that the top of the grass is below the level of the outside shoulder edge. Any and all approaches must also be mowed.
- 1.9 The Contractor shall be responsible for removal of minor rocks or debris which interferes with the mowing conditions, from the right-of-way. Major debris shall be reported to the County's Agriculture Services Department or representative for removal.
- 1.10 The Contractor shall ensure all employees have necessary safety equipment including but not limited to hard hats, high visibility vests, and steel-toed boots. If any employee arrives on-site without the proper equipment he will not be allowed to perform the Services.

- 1.11 The Contractor shall provide the equipment noted on the Proposed Equipment List included in the Contractor's Quotation. If any equipment is changed from the Proposed Equipment List, that change must be acceptable to the County's Agriculture Services Department or representative, and the Proposed Equipment List will be amended, and the amended list shall form part of the Contract. The Contractor will have his equipment available for inspection by Woodlands County personnel before the Contract is presented for signature. Woodlands County accepts no liability for ensuring the equipment is capable of performing the work required.
- 1.12 The Contractor is responsible for providing the equipment identified and shall maintain it in good condition following the manufacturer's specifications for the duration of the Contract, so as to provide a **clean mowing cut** at all times.
- 1.13 The Contractor shall provide skilled and experienced operators, familiar with highway traffic movements and laws governing vehicular traffic. When not in use, equipment must be parked in such a manner so as not to create a hazard to traffic or an impediment to visibility.
- 1.14 The Work area limits shall extend out from the existing roadway to the right of way limits, from fence line to fence line, high bush line to high bush line, or as determined by the County's Agriculture Services Department or representative.
- 1.15 The County retains the right to cut or spray any portion of the local road right-of-way for any purpose which the County's Agriculture Services Department or representative deems necessary. It is the responsibility of the Contractor to check with the appropriate local authorities as to which areas, in which the Work is to be performed, have been treated with herbicides or pesticides.
- 1.16 The Contractor may be required to return and mow areas missed due to unfavorable ground conditions, upon direction of the County's Agriculture Services Department or representative.
- 1.17 Mowing shall be performed in such a manner that there are no missed areas between passes and as close to fences, signs, culverts, temporary phone lines, pedestals or roadway appurtenances without causing damages to said appurtenances. Any damages caused to the above items will be the responsibility of the contractor to repair or correct.
- 1.18 The Work shall be performed during daylight hours only.

2. Agreement

2.1 Attached hereto and forming part of this AGREEMENT are:

SCHEDULE "A" – CONTRACTOR'S QUOTATION
SCHEDULE "B" – THE MAPS

2.2 The term of the Contract shall be from **date indicated in the letter of intent from Woodlands County received by the successful bidder to August 31, 2026** (hereinafter referred to as the "Term").

3. Payment

3.1 The County agrees to pay the Contractor in accordance with the provisions of SCHEDULE "A" upon the prompt and faithful performance of the Services to the satisfaction of the County in its sole discretion.

3.2 The County shall pay an amount not exceeding
for 2026 _____ (\$ _____),

Dollars in Canadian Funds, not including all applicable taxes (hereinafter "Fees").

3.3 The County shall not be required to make payment for Services or any costs or disbursements rendered under this Agreement to remedy errors or omissions, including, but not limited to, costs associated with redesign to complete the Project within the approved budget for which, in the opinion of the County, at its sole discretion, the Contractor is responsible.

3.4 If the Services are amended, the time for completion of the Services and the fees payable in SCHEDULE "A" shall be amended in writing accordingly. If the County and the Contractor cannot agree to the terms of the adjustment, then the dispute may be submitted to arbitration as set out in this Agreement. The County and the Contractor shall have no other claim against each other for any adjustment except as set out within this section.

3.5 Payment for the performance of the Work by the Contractor shall be in accordance with the rates set out in the Contractor's Quotation, which is attached hereto as SCHEDULE "A".

3.6 The Contractor acknowledges and agrees that the lump sum price as set out in the Contractor's Quotation, and upon which payment for the Work will be based, includes, but not limited to allowance for various road right-of-way widths, mobilization, materials, equipment, labour or any other costs associated to complete the Work specified in this Contract.

- 3.7 The Contractor shall invoice the County annually for the lump sum amount plus 5% G.S.T. after the satisfactory completion of the Work, for each year of the contract in accordance with SCHEDULE "A".
- 3.8 The Contractor's invoice shall include the following:
- locations of the Work performed
 - dates Work performed

Before payment can be made by the County to the Contractor, the Contractor's invoice must be approved for payment by the County's Manager of Agriculture Services or representative.

- 3.9 All payment for extra work as requested by the County's Manager of Agriculture Services shall be paid to the Contractor at the unit rate per hour as specified on the Contractor's Quotation for "Mowing - Extra Work - Hourly".

4. Information

- 4.1 Ownership of any work, information, records or materials, regardless of form, and including, but not limited to, any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Contractor, or provided by the County for use by the Contractor, vests in the County. The plans and specifications (hereinafter "Work Product") prepared by the Contractor under the Agreement shall become the property of the County upon full payment of all monies owed to the Contractor.
- 4.2 The County shall, during the term of this Agreement as set out in Section 1.2, and upon the written request of the Contractor, furnish to the Contractor such information or records as are in its possession and are reasonably required for the proper performance of the Services, and shall, provide such cooperation as is reasonable in order for the Contractor to be able to perform the Services required pursuant to this Agreement.
- 4.3 All information provided to the receiving party (the "Recipient") by the disclosing party (the "Discloser") under this Agreement is confidential to the Recipient, its employees, directors, officers, legal advisors, auditors and other Contractors and may not be disclosed to any other Person except:
- (a) with the consent of the Discloser (which consent may be withheld in the discretion of the Discloser);
 - (b) if required by law;
 - (c) in connection with legal proceedings relating to this Agreement;
 - (d) if the Recipient demonstrates the information is generally and publicly available;
 - (e) to an Affiliate of the receiving party, provided the Affiliate undertakes to observe this Section; or

- (f) in the case of disclosure to any lender, to any assignee, actual or potential, of such lender;

but in any situation referred to in clauses (b) and (c) above; (i) the Recipient shall provide written notice to the Discloser prior to making such disclosure and provide details of the proposed form, nature and purpose of such disclosure so that the Discloser may seek a protective order or other remedy or waive compliance with this Agreement, and (ii) if a protective order or other remedy is not obtained or the Discloser waives compliance with this Agreement, the Recipient shall disclose only that portion of the confidential information which is required.

- 4.4 The Contractor may retain all information and records received by or compiled by the Contractor in accordance with this Agreement for a period of one year from the date of termination of this Agreement, after which the information and records will be transferred to the possession of the County at the Contractor's sole expense.

5. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Notwithstanding Section 4.3 of this Agreement and notwithstanding the termination or expiry of this Agreement, the Contractor acknowledges that information and records compiled or created under this Agreement which are in the custody of the Contractor are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the County within **FIVE (5)** calendar days of official notification by the County.

6. Reporting

- 6.1 As part of the Services included in the Fees, the Contractor shall submit to the County regular weekly progress reports, with respect to the Services provided by the Contractor. If the County, acting reasonably, deems additional progress reports necessary, the County may make a written request for additional progress reports and the Contractor shall supply all additional progress reports requested by the County within 5 days of the request for the progress reports.
- 6.2 As part of the Services included in the Fees, the Contractor shall meet with the County as outlined in **SCHEDULE "A"**, to review the progress of the Project and the performance of the Services. If the County, acting reasonably, deems additional meetings to the meetings set out in **SCHEDULE "A"** necessary, the Contractor shall attend all such meetings.

7. Suspension of Agreement

- 7.1 The County may, at any time in the County's sole discretion, by notice in writing, suspend the Services for the time period specified in SCHEDULE "A". If no time period for suspension is specifically set out in SCHEDULE "A", then the County may suspend the Services for an unspecified time period by delivering notice in writing to the Contractor.

- 7.2 The County shall pay all fees, disbursements or costs currently due to the Contractor at the time of suspension of the Services, but payment of all other fees, disbursements or costs under this Agreement that have yet to accrue shall be suspended for the same time period as the suspension of the Services.
- 7.3 During any period of suspension, the Contractor shall not be responsible, for any fees, disbursements, or costs incurred by the Contractor unless the Contractor receives the prior written approval from the County, which may be arbitrarily withheld, before the fees, disbursements, or costs are incurred. In order to receive such approval from the County, the Contractor will provide such documentation as may be requested by the County in support of the claim for fees, disbursements, and costs.
- 7.4 Upon a suspension of Services, the Contractor shall resume and complete the Services in accordance with the terms of this Agreement upon written notice from the County. The County shall make an equitable adjustment for terms of this Agreement which are affected by the suspension, including time requirements for the Services and the payment associated with such Services.

8. Termination of Agreement

- 8.1 The County may terminate this Agreement by giving written notice which is delivered to the address given in Section 15.1 for the Contractor, if the Contractor:
- (a) in the opinion of the County, fails to complete the Services, or any portion thereof, within the time specified in Schedule "A" for such completion, or such other time as the County deems, in its sole and unfettered discretion, necessary, or
 - (b) becomes insolvent, or
 - (c) commits an act of bankruptcy, or
 - (d) abandons the Project, or
 - (e) assigns the Agreement without the required written consent, or
 - (f) fails to observe or perform any of the provisions of the Agreement, or
 - (g) has any conflict of interest which may, in the opinion of the County, have an adverse effect on the Project.

Such termination is effective immediately upon delivery of the notice to the Contractor.

- 8.2 Should the County, in its sole and unfettered discretion, choose to give the Contractor notice of a default, as outlined in Section 8.1 above, which notice may give the Contractor a period of time to remedy the default, then the giving of such notice by the County to the Contractor shall not be treated as a waiver by the County of its right to terminate the Agreement forthwith as provided for in Section 8.1 above.

- 8.3 The Contractor, upon termination of the Agreement for any of the reasons set out in Section 8.1, shall be liable to, and upon demand, shall pay to the County an amount equal to all loss or damage suffered, either directly or indirectly, by the County as a result of the non-completion of the Services by the Contractor. If the Contractor fails to pay the County for any such loss or damage on demand, the County shall be entitled to deduct the same from any payments due and payable to the Contractor, as well as exercise any other remedies available to the County.
- 8.4 The County may terminate this Agreement at its own convenience upon seven (7) days written notice, delivered to the address in Section 15.1 for the Contractor.
- 8.5 The Contractor agrees that termination of the Services or any portion thereof, does not operate so as to relieve or discharge the Contractor from any obligation under the Agreement or imposed upon him by law in respect to the Services or any portion thereof that he has completed.
- 8.6 The County shall, in the event of termination of this Agreement as provided for in Section 8.1 or Section 8.4, pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement as well as all reasonable fees, disbursements, or costs incurred up to the date of termination. The County shall have no further liability of any nature whatsoever to the Contractor for any loss of profit or any other losses suffered, either directly or indirectly, by the Contractor as a result of the termination of this Agreement.
- 8.7 The Contractor shall, upon termination, forthwith deliver to the County the original copy of all materials, in whatever form they may exist, used by the Contractor or prepared by the Contractor in relation to this Project.

9. Indemnity and Insurance

9.1 INDEMNITY

The Contractor shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the County, its Councilors, directors, officers, employees, contractors, insurers, agents and representatives (hereinafter collectively "Woodlands") from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind (hereinafter collectively "Claims") which Woodlands, or any one of them, may sustain, pay or incur or which may be brought by or made against Woodlands, or any one of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, relating to, resulting from or arising out of all or any of the following:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors); or

- (b) the costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Contractor; or
- (c) any breach, violation or non-performance of any representation, warranty, obligation, covenant, term, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed, as the case may be; or
- (d) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or failure to act or breach of contract of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the County at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

9.2 INSURANCE

The Contractor shall obtain and maintain in force or cause its sub-contractors to maintain in force the Term of this Agreement the following insurance, all satisfactory to the County, acting reasonably with respect to any work to be done in accordance with this Agreement;

- (a) standard automobile, bodily injury and property damage insurance providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** per occurrence, 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;
- (b) a comprehensive commercial general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** per occurrence, 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:
 - (i) non-owned automobiles;
 - (ii) independent subcontractors or owners and contractor's protective liability;
 - (iii) contractual liability including this Agreement;
 - (iv) contingent employer's liability;
 - (v) sudden and accidental environmental liability;
 - (vi) broad form property damage endorsement; and
 - (vii) products and completed operations coverage.

- (c) errors and omissions coverage for professional services liability with limits of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** per occurrence;
- (d) Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta; or as required;
- (e) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Contractor; and
- (f) such other insurance as the County may from time to time reasonably require.

The Contractor shall ensure that, except for errors and omissions coverage, all insurance coverage maintained by the Contractor in accordance with this Agreement shall name the County and any other party designated by the County as an additional insured, and contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to the County. The Contractor 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 Contractor as set forth herein shall be borne by the Contractor.

10. Arbitration

10.1 In the event of a dispute arising between the parties hereto as to the interpretation, application, operation or alleged violation of this Agreement or any of the provisions hereof, if requested in writing by either the County or the Contractor, the County and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structural non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) days with the mediator, if mutually agreed, such dispute may be determined by arbitration in accordance with the following terms and conditions:

- (a) The party desiring to refer a dispute for arbitration shall notify the other party in writing of the details of the nature and extent of the dispute and if such party agrees to arbitration the following steps shall apply;
- (b) Within seven (7) days of receipt of such notice, the other party shall, by written notice, advise the party requesting the arbitration of all matters set forth in the initial notice except those for which the party admits responsibility and proposes to take remedial action and such party shall then take such remedial action;

- (c) The terms of reference for arbitration shall be those areas of dispute referred to in the initial notice, which remain in dispute.
 - (d) The County and the Contractor shall, within seven (7) days of the establishment of the terms of reference, each appoint an arbitrator and the two arbitrators shall within seven (7) days of their appointment appoint a third member to the Arbitration committee to be known as the Chairman.
 - (e) If the two (2) arbitrators fail to appoint a Chairman, then both parties, or either of them, may apply to a Justice of the Court of Queen's Bench of Alberta to have the Chairman appointed.
 - (f) If either party fails to appoint an arbitrator within the seven (7) day period as outlined herein, then the arbitrator appointed by the one party shall be deemed to be the arbitration committee and the decision of that arbitrator shall be final and binding upon the parties hereto.
 - (g) Within thirty (30) days of the establishment of the arbitration committee, or such further period as may be agreed upon by the parties, the arbitration committee shall resolve all matters in dispute in accordance with the TERMS OF REFERENCE.
 - (h) The decision of the majority of the arbitration committee shall be the decision of the committee. If no majority decision is reached, the decision of the Chairman shall be the decision of the committee.
 - (i) The decision of the majority of the arbitration committee shall be final and binding upon the parties.
 - (j) The payment of costs for representatives on the arbitration committee shall be the responsibility of the party found at fault by the arbitration procedure.
 - (k) Except as hereby modified, the provisions of the *Arbitration Act*, or as amended, shall apply to the arbitration procedure.
- 10.2 Unless instructed otherwise in writing by the County, the Contractor shall continue to carry out the Services during any arbitration proceedings.

11. **Sub-Contractor**

- 11.1 The Contractor may, upon first obtaining the written approval of the County, which may be arbitrarily withheld, retain the Services of a special Contractor or sub-Contractor as may be required to perform the Services. The Contractor shall obtain the written approval of the County before changing any sub-Contractor or special Contractor.
- 11.2 The Contractor shall be responsible for all Services under this Agreement even if the sub-Contractors or special Contractors are approved by the County.

- 11.3 Any special Contractor or sub-Contractor approved by the County must agree in writing to be bound by the terms of this Agreement before they are eligible to begin performing the Services.

12. Legal Requirements

- 12.1 In carrying out its obligations hereunder, the Contractor, and all of his employees, contractors, sub-contractors, and special Contractors shall be bound by and observe all applicable federal, provincial and municipal legislation and the regulations pursuant thereto. In the event the Contractor fails to comply with any applicable legislation or regulations, and the County is required to take steps or pay any sums to rectify such non-compliance, the County may subtract the cost of such rectifications from any monies owed to the Contractor. The Contractor shall exercise usual and customary professional care and judgement to perform the Services in compliance with applicable laws, regulations, codes and standards in effect as of the date of this Agreement.
- 12.2 The Contractor shall apply for and pay for all necessary permits or licenses required for the performance of the Services. The Contractor shall be responsible for determining what permits or licenses are required.
- 12.3 The Contractor shall familiarize himself, his staff and his sub-Contractors and special Contractors with the terms of the *Alberta Occupational Health and Safety Act* and the regulations associated with such statute, to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that as defined in the *Alberta Occupational Health and Safety Act* and the regulations thereunder, he may have responsibilities as either a "prime contractor", "employer" or "worker". As a condition of this Agreement, when the Contractor is administering a contract on behalf of the County, the Contractor acknowledges his responsibilities as an agent of the County.
- 12.4 Prior to commencing the Services described hereunder and prior to receiving payment on completion, the Contractor shall provide evidence of compliance with all requirements of *Alberta Workers' Compensation Act*, including, but not limited to, payment due thereunder. At any time during the term of this Agreement, when requested to by the County, the Contractor shall provide evidence of compliance, by the Contractor or any sub-Contractor or special Contractor with all requirements under the *Alberta Workers' Compensation Act*. In addition, Woodlands County requires contractors to ensure all employees and directors working on a Woodlands County site are covered by Workers' Compensation.
- 12.5 The Contractor hereby represents and warrants with and to the County, and acknowledges that the County is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.

13. Force Majeure

13.1 If the parties shall fail to meet their respective obligations hereunder within the time prescribed, and such failure shall be caused or materially contributed to by force majeure (and for the purposes of this Agreement, force majeure shall mean any act of God, strike, lockout or other industrial disturbances, act of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fallout, arrests and distrains of rules and people, civil disturbances, explosion, breakage or accident to machinery or stoppage thereof for necessary maintenance or repairs, inability to obtain labour, materials or equipment, any legislative, administrative or judicial action which has been resisted in good faith by all reasonable means, any act, omission or event whether of the kind herein enumerated or otherwise not within the control of such party, and which by the exercise of due diligence such party could not have prevented, but lack of funds on the part of such party or parties shall be deemed not to be a force majeure) such failure shall be deemed not to be a breach of the obligations of such party but such party shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.

14. GENERAL**14.1 Notices**

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

(a) WOODLANDS COUNTY:
Box 60, #1 Woodlands Lane
Whitecourt, Alberta T7S 1N3

Attention: Dawn Fortin, Manager, Agriculture Services
Phone: 780-584-3866
Fax: 780-584-3988
E-mail: dawn.fortin@woodlands.ab.ca

<Contractor Name>
<Contractor Address>

Attention: <Contractor Contact>
Phone: <Contractor Phone>
E-mail: <Contractor Email>

or to such other address as each party may from time to time direct in writing.

Notice shall be served by one of the following means:

- (a) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;
- (b) if delivered to a corporate party, by delivering it to the address specified in (a) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
- (c) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - (i) if transmitted before 3:00 p.m. on a business day, on that business day; or
 - (ii) if transmitted after 3:00 p.m. on a business day, on the next business day after the date of transmission; or
- (d) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

14.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

14.3 Time of Essence

Time shall be of the essence of this Agreement.

14.4 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

14.5 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

14.6 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

14.7 Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

14.8 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

14.9 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

14.10 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

14.11 Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

14.12 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and

any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

14.13 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

14.14 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

14.15 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

14.16 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

14.17 GST Exclusive

All amounts payable by the County to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the County will, in addition to the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. The Contractor's GST number must be clearly indicated on all invoices.

14.18 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

14.19 Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

14.20 Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party. This consent shall not be unreasonably withheld.

14.21 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

14.22 Independent Legal Advice

Each party hereto acknowledges having read this Agreement and prior to executing the same acknowledges and agrees that it has been advised by the other party hereto to obtain independent legal advice and other professional advice prior to executing this Agreement. By executing this Agreement, each party hereto acknowledges and agrees that such party hereto has had the opportunity to seek independent legal and other professional advice prior to executing this Agreement, and:

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

14.23 Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

IN WITNESS WHEREOF the parties have caused to be hereto affixed their respective corporate seals attested by the signatures of their duly authorized signing officers as of the date which is indicated first herein.

WOODLANDS COUNTY

Per: _____
REEVE DAVE KUSCH

Per: _____
CAO MATTHEW FERRIS, CAO

<CONTRACTOR>

Per: _____
(<CONTRACTOR REPRESENTATIVE>)

AFFIDAVIT OF EXECUTION

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

1. I was personally present and did see _____ named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. The same was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said _____ and he is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the _____)
of _____, in the Province of)
Alberta, this _____ day of _____,)
2026)
) _____
)
)
)
A COMMISSIONER FOR OATHS IN AND FOR)
THE PROVINCE OF ALBERTA)

SCHEDULE "A"

CONTRACTOR QUOTATION:

DRAFT

SCHEDULE "B"

MAPS:

DRAFT