

WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

BETWEEN: Wheatland County
Hwy 1, R.R. 1
Strathmore, Alberta
T1P 1J6

(Hereinafter called the “Municipality”)

AND:

(Hereinafter called the “Contractor”)

WHEREAS the Contractor wishes to utilize property owned by the Municipality, or which is under the direction, control and management of the Municipality, and subject to the terms and conditions set out herein the Municipality is willing to grant access to the Contractor at the location(s) and for the purposes set out herein.

NOW THEREFORE the parties hereto agree as follows:

1. The Schedules set out below which have a mark beside them are included in and form part of this Agreement:

A1 – Roadside Haying	
A2 – Haying on County Owned Land	
A3 – Roadside Work	
A4 – Excavation	
A5 – Dust Control	
A6 – Texas Gate	
A7 – Signs and Signage	
A8 – Pipeline Crossing	
A9 - Road Design Guidelines and Procedures	
A10 – Road Approach	
A11 – Road Crossings – Utilities	
A12 – Road Crossings – Water Lines	

Miscellaneous Schedules as follows:	

2. The term of this Agreement will be from _____ to _____ (term must end within calendar year term commences).

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3. The description and location of the work contemplated by this Agreement are as follows:

4. **The Contractor hereby releases, indemnifies and holds harmless the Municipality**, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.

5. Paragraph 4 of this Agreement will survive the expiry or termination of this Agreement.

6. The Contractor may be contacted as follows:

Contractor's Contact Person:

Name(s): _____ Fax: _____

Telephone: _____ E-mail: _____

7. The County's contact list is as follows:

Contact	Name	Business Phone	Cell Phone	Fax Number
General Manager of Transportation and Agriculture	Mike Ziehr	403-934-3321 (Ext 2008)	403-333-6851	403-934-4889
Manager of Operations	Tom Schultz	403-934-3284 (Ext 3234)	403-333-6941	403-934 6464
Manager of Utilities	Bryce Mackan	403-934-3321 (Ext 2023)	403-606-4757	403-934-4889
General Manager of Planning, Economic Development and Community Services	Angie Lucas	403-934-3321 (Ext 2005)	403-333-6859	403-934-4889
Manager of Agriculture and Environment	Russell Muenchrath	403-934-3321 (Ext 2006)	403-901-9597	403-934-4889
Senior Community Peace Officer	Kris Permann	403-934-3321 (Ext 2047)	403-312-3583	403-934-4889
Chief Administration Officer	Alan Parkin	403-934-3321 (Ext 2002)	403-901-5625	403-934 4889

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8. We, the undersigned, understand and agree to the terms and conditions of this Agreement, inclusive of the Schedules forming part of this Agreement:

Contractor: _____
Signature Name (printed)

Contractor: _____
Signature Name (printed)

Date: _____

This Access and Work Agreement is hereby accepted and approved on behalf of the Municipality:

Approval Authority: _____
Signature Name (printed)

Approval Authority: _____
Signature Name (printed)

Date: _____

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Schedule A1 – Roadside Haying

1. Application for haying of municipal right of ways will be accepted up to May 31 with priority given to adjacent landowners.
2. All areas listed for haying on the access and work agreement must be cut by the applicant. Failure to do so may result in denial of future haying requests.
3. Haying operations will be conducted in a safe and workman like manner that creates no hazard to traffic.
4. Due to safety concerns bales must be left 3 or more meters from the edge of the road.
5. Bales must be removed within 10 days of baling.
6. Bales must not be left in an area that will block drainage.
7. It is understood and agreed that there may be herbicides present from Wheatland County's weed control program.
8. The Contractor shall, without limiting his obligations herein, and at his own expense, provide and maintain Farm, Comprehensive or Commercial General Liability Insurance in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence against bodily injury, personal injury and property damage, and completed operations liability. The Municipality is to be added as an **additional insured** under this policy for any and all claims arising out of the Contractor's operations. The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the municipality, shall be provided to the municipality prior to the commencement of any work.
9. Any cost incurred by Wheatland County to enforce these conditions may be charged back to the applicant.
10. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
11. Paragraph 10 of this Schedule will survive the expiry or termination of this Agreement.

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Schedule A2
Haying on County Owned Land

1. Subject to the terms and conditions of this Agreement, the Contractor is granted access to County Lands legally described as:

 , for the purpose of removing hay from those Lands.
2. The Contractor shall, without limiting his obligations herein, and at his own expense, provide and maintain Farm, Comprehensive or Commercial General Liability Insurance in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence against bodily injury, personal injury and property damage, and completed operations liability. The Municipality is to be added as an **additional insured** under this policy for any and all claims arising out of the Contractor's operations. The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the municipality, shall be provided to the municipality prior to the commencement of any work.
3. The Contractor shall provide and maintain **automobile liability insurance** on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than **\$2,000,000**.
4. The Contractor shall be the "Prime Contractor" for all work contemplated hereby within the meaning of the *Occupational Health and Safety Act*, and shall comply with all safety regulations under the *Occupational Health and Safety Act*, all pertinent provincial regulations and the Municipality's policies and bylaws.
5. Bales must not be left in an area that will block drainage.
6. The Contractor will conduct its haying operation in a good, safe, and workman like manner. All bales must be removed from the Land by September 31, of the year in which the haying is conducted, or such other date as the Municipality may agree, in writing, failing which, all bales will become the property of the Municipality.
7. The Contractor will be responsible for weed control and all associated costs on the lands in consultation with the Agricultural Fieldman. This Agreement may be terminated, at any time, if an agreement on weed control cannot be reached, or this agreement is otherwise breached. The Contractor acknowledges and agrees however that there may be

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herbicide present on the Land as a result of the Municipality's previous Weed Control work.

8. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.

9. Paragraph 8 of this Schedule will survive the expiry or termination of this Agreement.

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Schedule A3
Roadside Work

- 1 The Contractor shall provide a minimum of two working days notification to the Municipality of the specific location, type of work and expected time period for all work to be undertaken. However, in the event of an emergency, the Contractor will provide this information as soon as possible.
- 2 The Contractor shall provide and maintain comprehensive **general liability insurance** in an amount not less than **\$5,000,000**, inclusive per occurrence. The Municipality is to be added as an **additional insured** under this policy for any and all claims arising out of the Contractor's operations. The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the Municipality, shall be provided to the Municipality prior to the commencement of any work.
- 3 The Contractor shall provide and maintain **automobile liability insurance** on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than **\$5,000,000**.
- 4 The Contractor shall be the "Prime Contractor" for all work contemplated hereby within the meaning of the *Occupational Health and Safety Act*, and shall comply with all safety regulations under the *Occupational Health and Safety Act*, all pertinent provincial regulations and the Municipality's policies and bylaws.
- 5 The Contractor represents and warrants that it is covered by Workers Compensation, and that all amounts due to Workers Compensation will be paid by the Contractor in accordance with the *Workers Compensation Act*.
- 6 **The Contractor hereby releases, indemnifies and holds harmless the Municipality**, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
- 7 Paragraph 6 of this Schedule will survive the expiry or termination of this Agreement.
8. This Agreement may be terminated by the Municipality or its representative upon providing written notice to the Contractor, including, but not limited to, termination for unsatisfactory service or failure to comply with the terms or conditions of this Agreement.

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Schedule A4

Excavation

1. Prior to any excavation conducted on a County road or road allowance, the Contractor shall:
 - a. Contact Alberta 1st call for locations of any underground utilities or pipelines;
 - b. Contact adjacent landowners affected by the construction;
 - c. Provide a traffic accommodation strategy, unless excused from this provision, in writing, by the Municipality; and
 - d. Provide the Municipality's Manager of Transportation and Infrastructure with confirmation of all of the above, prior to commencing work.
2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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Schedule A5
Dust Control
(County Policy – Section 9.4.3)

1. The Contractor shall comply with the Municipality’s policy regarding Dust Control, as it may be amended or changed from time to time. The current Dust Control policy is as follows:

Dust Control Applied by County Work Forces

The purpose of this policy is to establish standards and guidelines for dealing with requests from landowners, resource companies and other parties, to apply dust abatement products on municipal roads.

- a. Applications for dust control will be charged to the individuals requesting this service at a fixed fee per application.
- b. The county will advertise in April of each year for dust control for county residents. For this to occur, council will have to approve dust control rates by the first week of April.
- c. The county will organize applications of calcium Chloride for May and September using the divisional grader. The oil dust control will be done in late July to August with the oiling crew and the divisional grader.
- d. Application will be made on a prescribed form and processed by municipal staff.
- e. A minimum distance of four hundred (400) consecutive linear feet is required per application.
- f. The Municipality retains the right to perform work on the road scheduled for dust control product application either prior to or after such application.
- g. Dust control prices reflect material costs only. A surcharge of one dollar (\$1.00) per foot will be added to the price for roads not maintained by the County to cover the cost of gravel.
- h. Other dust control projects that may occur throughout the year will need County approval through an “Access and Work Agreement”, and will receive the help of the divisional grader when possible.
- i. Repairing of dust control is a low priority and only will be done when all other work is completed. Patching material is available at the Main County Shop free of charge if landowners wish to do their own repairs.

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- j. The County will retain its' right to maintain roadway by grading or ripping and repacking.

Dust Control on Municipal Haul Routes

- a. Council may, at its' discretion, approve at no charge, dust control applications on municipal roads used by the County forces as haul roads.
- b. The Municipality retains the right to perform work on the road scheduled for dust control product application either prior to or after such application.

Dust Control in Hamlets

- a. On an annual basis the County workforces may apply dust control in the Hamlets located within the County at the discretion of Council.
- b. The application rate and type of dust control will be done on an as needed basis at the discretion of the Public Works Superintendent.
- c. The Municipality retains the right to perform work on the road scheduled for dust control product application either prior to or after such application.

Dust Control in Towns and Villages

- d. Council may, at its' discretion, have the County workforces apply dust control in the towns and villages within the County if requested to do so and with the understanding an agreement will be entered into with the town or village for this work and it will be undertaken as time permits.
- e. The Municipality retains the right to perform work on the road scheduled for dust control product application either prior to or after such application.

Dust Control Applied by Non-County Work Forces

Parties requesting permission from the Municipality to apply dust abatement to municipal roads, using a workforce other than the County workforce, must comply with the following requirements:

- a. The Municipality must approve all applications for dust control on municipal roads prior to application of the product.
- b. The applicant shall enter into an "Access and Work Agreement" with the Municipality to apply an approved dust control product on municipal roads.
- c. Only those dust control products approved by the Municipality can be applied on municipal roads.

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- d. All costs pertaining to the application of the dust control product shall be the responsibility of the applicant.
 - e. The applicant shall ensure proper signage and traffic control signs are posted along the roads during the time the workforce is applying the dust control product.
 - f. The Municipality retains the right to perform work on the road scheduled for dust control product application either prior to or after such application.
 - g. Applications involving extraordinary circumstances not covered within this policy shall be referred to Council for discussion and direction.
2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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Schedule A6
Texas Gates
(County Policy - Section 9.4.5)

1. The Contractor shall comply with the Municipality's policy regarding Texas Gates, as it may be amended or changed from time to time. The current Texas Gates policy is as follows:
 - a. Texas gates are not supplied by the County. If a person wishes to install a Texas Gate, he must obtain permission from the County, it must be built to County specifications, he must pay all costs of the gate and installation and all future maintenance.
 - b. The following shall apply:
 - Council, upon request from a person who is an owner, purchaser, or lessee of land may by By-law, authorize such person to construct a Texas Gate across a municipal road at such place and according to such specifications and conditions as may be contained in the by-law.
 - A Texas Gate shall be constructed and kept in a reasonable state of repair by the person receiving permission to construct it.
 - If that person does not keep the Texas Gate referred to in this section in repair, that person and not the municipality, is liable for damages sustained by any person by reason of default.
 - c. The Texas gate, not including any moveable fence, shall be built to the following minimum standards:
 - Length: 6.7 m (22 ft.)
 - Width: 1.83 m (6 ft.)
 - Depth: .61 m (2 ft.)
 - Strength: 49,896 kg (110,000 lb) minimum capacity
 - Elevation: same as roadway or maximum of 2" (5 cm) higher.
 - d. The length of the Texas Gate may be reduced to the same width as the existing roadway.
 - e. The person or corporation making this application shall also be responsible for any damage to or caused by livestock.
 - f. Any person requesting a Texas Gate must first make an application to Council to receive by-law approval, sign an "Access and Work Agreement", and comply with the Texas Gate standards as set out in this policy.

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2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.

3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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Schedule A7
Signs and Signage
(County Policy – Section 9.4.9)

1. The Contractor shall comply with, the Municipality’s policy regarding signs and signage, as it may be amended or changed from time to time. The current municipal policy is as follows:

The purpose of this policy is to establish standards and guidelines for the placement of temporary signs or signage in municipal right of ways and specifically applies to signage used during rig moves, truck hauls and other short term projects such as application of dust control products on municipal roads, etc.

- a. Approval must be obtained from the Manager of Transportation & Infrastructure prior to the placement of any sign in the municipal right of way.
 - b. It is the responsibility of the applicant to ensure all necessary line locates (such as Alberta One Call) are done prior to the installation of any signage.
 - c. Road construction signs must meet the requirement contained within the Manual of Uniform Traffic Control Devices for Canada, Traffic Accommodation in Work Zones – Second Edition, and also meet the standards for such signs set out by Alberta Transportation.
 - d. Non-reflective and/or home made signs are not acceptable.
 - e. Signs are to be installed prior to the commencement of any work and removed in a timely manner after the completion of the project.
 - f. Signs are to be set back a minimum of three (3) metres from the shoulder of the road surface.
2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality**, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor’s acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor’s employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.
4. The following attachments also form part of this Agreement:

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Schedule A8

Pipeline Crossing

Pipeline Crossings Requirements (County Policy – Section 9.4.7)

1. The Contractor shall comply with, the Municipality’s policy regarding pipeline crossing requirements, as it may be amended or changed from time to time. The current municipal policy is as follows:

Road crossings for gas and oil pipelines are approved by the Public Works Department. The County requires that the gas and oil pipelines be buried a minimum of 1.2 metres (47 inches) below the lowest part of the ditch for low pressure lines and a minimum of 1.4 metres (55 inches) below the lowest part of the ditch for the high pressure lines.

- a. The Municipality grants to the Contractor permission to construct, install, repair and maintain a pipeline(s) under the Municipal Roads (hereinafter called the “Crossing”) upon the proper and timely fulfillment of all the terms and conditions of this agreement.
- b. The Contractor shall only be permitted to cross Municipal Roads upon making advance application to the Municipality for each crossing or crossings per job.
- c. All open cut or bored crossings require an “Access and Work Agreement”.
- d. The Contractor shall select a location for the pipeline crossing, which gives due consideration to any features of the Municipal Roads, as well as any known plans by the Municipality to upgrade or relocate the Municipal Roads so as to avoid any pipeline crossings which may have a detrimental effect on the future operation or upgrading of the Municipal Roads, and the Contractor shall, along with its’ application provide a detailed plan of the proposed location of the proposed pipeline crossing.
- e. Costs:
 - the Contractor acknowledges and agrees that every cost and expense incurred in the installation, construction and future maintenance and repair of the pipeline(s) within the Municipal Road shall be the responsibility of the Contractor;
 - in the event that the Municipality shall at any time in the future require that the Contractor make any modifications, adjustments, relocation or other alteration of the pipeline(s) within the Municipal Road right-of-way or allowance or within thirty (30) metres on either side of the said right-of-way or allowance, the Contractor, at the sole cost and expense of the Contractor, shall carry out any such modifications, adjustment, relocation, or alteration in a prompt and efficient manner with a maximum of 60 days notice.
- f. With respect to all operations carried out by the Contractor in and adjacent to the Municipal Road, the Contractor shall:

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- insure that any lines being buried adjacent to Municipal Road allowance will be a minimum of fifteen (15) metres from the legal boundary of the said road allowance, however, any lines buried within thirty (30) metres are subject to [clause d.] noted above.
- any proposed pipelines located closer than thirty (30) metres maybe approved by the Public Works Department on a case by case basis. Approved relaxation will require a relaxation agreement to be signed by the landowner, pipeline company, and Wheatland County. The relaxation will be applied to the certificate of title for that, land as a caveat. Relaxations will not be permitted to within five (5) metres from the property line. Relaxation agreements will require that the company operating the pipeline to move the pipeline at the County's request and in a timely manner when road construction occurs in the adjacent road right-of-way.
- construct the pipeline crossing(s) as per the designated construction method, as close to a 90 degree angle as possible to the Municipal Road without any vertical or horizontal bends in the pipeline and to the construction limits and depths of two (2) metres below the surface of the Municipal Road and in no place less than (1.4) metres below the lowest point of the ditch for high pressure pipelines (defined as being designed or intended to be operated at a pressure in excess of 700 kPa) and no less than 1.2 metres for water pipelines or low pressure pipelines (defined as being designed or intended to be operated at pressure of 700 kPa or less).
- construct pipeline crossings of a developed Municipal Road by boring and without damage or disturbance to the roadway surface or embankment, and with no open excavations permitted within three (3) metres of the edge of the traveled Municipal Road surface. When location conditions prevent the use of boring, with written approval of the Municipality they may be made by the open cut method.
- construct pipeline crossings of undeveloped Municipal Roads using the open cut method;
- backfill, compact trim and reseed all excavations and disturbances created within the Municipal Road right-of-way or allowance to the satisfaction of the Municipality and shall be responsible for all future work and costs required to correct any settlement, erosion or other adverse impacts to the Municipal Road resulting from the construction, operation maintenance of the pipelines(s);
- route any pipelines that fall within 3.2 km of any urban centre so as not to conflict with long term expansion possibilities of the urban centre;
- install, operate and maintain the pipeline(s) in accordance with all pertinent Acts and Regulations and in a manner so as not to interrupt, interfere with or endanger public usage of the Municipal Road and shall provide proper and adequate signage, barricades and traffic control at all times that work is being carried out at the pipeline crossings(s);

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- carry out and obey all directions, orders and requirements of the Municipality with respect to traffic control, signage and barricades within the right-of-way of the Municipal Road.
- g. All applicants shall register and maintain a membership in good standing with the **Alberta One-Call Corporation**. All costs associated with obtaining and maintaining membership with the Alberta One-Call Corporation shall be borne by the applicant.
- h. Notification of work:
- the Contractor; except in the case of an emergency shall provide a minimum of two working days notification to the Municipality of its' intentions to commence pipeline construction or carry out activities at the Municipal Road crossing;
 - the Municipality shall notify and enter into a Pipeline Crossing Agreement with the Contractor prior to constructing or reconstructing a road or carrying out any ground disturbance within a Municipal Road right-of-way or allowance which will affect the controlled area of a pipeline crossing as defined in the Pipeline Act (Alberta);
- i. Inspection of Work:
- The Contractor shall prior to backfilling the pipeline(s) installation within the Municipal Road right-of-way or allowance provide a minimum of two working days notice to the Municipality to allow for inspection of the pipelines(s) installation.
 - If directional boring method is used, the Municipality shall verify depth while boring is taking place, or the Contractor shall provide a written record of recorded depths to the Municipality. If, in the future, it is found that actual depths vary significantly from depths specified in this agreement, then the Contractor would be held responsible for future lowering or modification costs if required, in the event of road construction costs or maintenance work being carried out.
- j. Pipeline Markers:
The Contractor shall install permanent pipeline marker signs on both sides of the Municipal Road right-of-way or allowance boundary indicating the existence and location of the pipeline(s). Regular and emergency contact phone numbers must be included.
- k. As-Builts:
The Contractor shall within ninety (90) days of the completion of the construction or installation of the pipeline(s) within the Municipal Road right-of-way or allowance shall provide the Municipality with as-built drawings for each pipeline crossing location indicating the as-built location and depth of pipeline relative to the road allowance and the structure within to the satisfaction of the Municipality.
- l. Waiver of Damages:
The Contractor shall not make any claim against the Municipality for any loss or damage caused to the Contractor's pipeline within the road allowance unless such loss or damage is directly attributable to the sole negligence of the Municipality.

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m. Indemnity:

The Contractor shall save the Municipality harmless from all liability, claims, suits or actions related to the construction, operation, maintenance and existence of its' pipeline(s) and related facilities within or near the pipeline crossing(s) of a Municipal Road except where such may result from the negligence of the Municipality.

2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality**, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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Schedule A9
Road Design Guidelines and Procedures
(County Policy 9.4.1)

Standard Road Design Guidelines – 20 METRE WIDTH

1. The Contractor shall comply with the Municipality’s policy regarding standard road design guidelines, as it may be amended or changed from time to time. The current municipal policy is as follows:

All requests from landowners, resource companies and other parties, wishing to construct roads to standard road design specifications on statutory local road allowances must adhere to the following procedures and guidelines:

- Application must be submitted in writing to the Manager of Transportation & Infrastructure for road construction on a statutory local road allowance and shall be subject to approval by the Manager of Transportation & Infrastructure, in conjunction with County Council.
- The approval for conditions of road construction shall be in accordance with approved Standard Road Design Guidelines as set out in this policy.
- All costs shall be borne by the applicant.
- The applicant shall ensure natural drainage of the road right-of-way is maintained.
- If there is a dead end in the road, a cul-de-sac type turnaround shall be provided. If there is insufficient area for the turnaround within the road allowance, the applicant shall acquire an easement in favor of the Municipality for additional area. If an easement is not obtainable or determined to not be necessary, the turnaround standard diameter of 30 metres shall be relaxed.
- The applicant shall post all required traffic control signs and the posting of the signs shall be in accordance to the provincial and municipal guidelines and regulations.
- The applicant shall enter in to an “Access and Work Agreement” with the Municipality to perform the road construction. Upon completion of the road construction and approval of same by the Manager of Transportation & Infrastructure, the Municipality shall assume responsibility for all future maintenance and upkeep of the road.
- Depending on intended use and field conditions, the applicant may be required to provide engineering drawings and a letter of credit to cover the costs of the road construction.
- Applications involving extraordinary circumstances, not covered within this policy shall be referred to Council for discussion and direction.
- If the proposed road construction is located within an existing “Statutory Local Road Allowance” the County, with the approval of Council, may provide the engineering, culverts, gravel, fencing, and backsloping agreements. The landowners, resource companies and other parties will be responsible for all other costs associated with the construction of the road.

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DESIGN GUIDELINES – STANDARD ROAD CONSTRUCTION - 20 METRE WIDTH

Right-of-Way Width	Minimum	20.1 m (66 ft.)
Design Speed		90 kph (55 mph)
Road Width		8.6 m (28 ft.)
Ditch Shape	Minimum	Flat Bottom Ditch 3.0 m (10 ft)
Ditch Depth from Edge of Shoulder	Minimum	0.9 m (3 ft.)
Surface Crown		130 mm (5 in.)
Sideslope Ratio (h:v)	Maximum	3:1
Backslope Ratio (h:v)	Maximum	3:1
Culvert Diameter in Approaches	Minimum	500 mm (18 in.)
Culvert Diameter in Centre Line	Minimum	600 mm (24 in.)
Centreline Grade	Maximum	7%
Road Compaction	Minimum	95%

Additional Requirements:

- Road design must be submitted to the Manager of Transportation & Infrastructure for approval prior to the commencement of any construction.
- No organic materials to be placed in the road embankment.
- Compaction shall be a minimum of 95% on standard roads. Roads with a traffic volume greater than 500 vehicles per day, compaction shall be a minimum of 98%.
- The applicant shall be responsible for providing the road gravel at the discretion of the Superintendent of Public Works.
- All backslopes, ditches and disturbed areas shall be re-loamed and seeded at the applicant's expense.

WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

Standard Road Design Guidelines – 30 METRE WIDTH

All requests from landowners, resource companies and other parties, wishing to construct roads to standard road design specifications on statutory local road allowances must adhere to the following procedures and guidelines:

- a. Application must be submitted in writing to the Manager of Transportation & Infrastructure for road construction on a statutory local road allowance and shall be subject to approval by the Manager of Transportation & Infrastructure, the Municipal Engineer, in conjunction with Council.
- b. The approval for conditions of road construction shall be in accordance with approved Standard Road Design Guidelines as set out in this policy.
- c. All costs shall be borne by the applicant.
- d. The applicant shall ensure natural drainage of the road right-of-way is maintained.
- e. If there is a dead end in the road, a cul-de-sac type turnaround shall be provided. If there is insufficient area for the turnaround within the road allowance, the applicant shall acquire an easement in favor of the Municipality for additional area. If an easement is not obtainable or determined to not be necessary, the turnaround standard diameter of 30 metres shall be relaxed.
- f. The applicant shall post all required traffic control signs and the posting of the signs shall be in accordance to the provincial and municipal guidelines and regulations.
- g. The applicant shall enter into an “Access and Work Agreement” with the Municipality to perform the road construction. Upon completion of the road construction and approval of same by the Manager of Transportation & Infrastructure, the Municipality shall assume responsibility for all future maintenance and upkeep of the road.
- h. Depending on intended use and field conditions, the applicant may be required to provide engineering drawings and a letter of credit to cover the costs of the road construction.
- i. Applications involving extraordinary circumstances, not covered within this policy, shall be referred to Council for discussion and direction.
- j. If the proposed road construction is located within an existing “Statutory Local Road Allowance” the County, with the approval of Council, may provide the engineering, culverts, gravel, fencing, and backsloping agreements. The landowners, resource companies and other parties will be responsible for all other costs associated with the construction of the road.

WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

DESIGN GUIDELINES – STANDARD ROAD CONSTRUCTION - 30 METRE WIDTH

Right-of-Way Width	Minimum	30 m (99 ft.)
Design Speed		90 kph (55 mph)
Road Width		10 m (33 ft.)
Ditch Shape	Minimum	Flat Bottom Ditch 3.0 m (10 ft.)
Ditch Depth from Edge of Shoulder	Minimum	0.9 m (3 ft.)
Surface Crown		150 mm (6 in.)
Sideslope Ratio (h:v)	Maximum	4:1
Backslope Ratio (h:v)	Maximum	5:1
Culvert Diameter in Approaches	Minimum	500 mm (18 in.)
Culvert Diameter in Centre Line	Minimum	600 mm (24 in.)
Centreline Grade	Maximum	7%
Road Compaction	Minimum	95%

Additional Requirements:

- Road design must be submitted to the Manager of Transportation & Infrastructure for approval prior to the commencement of any construction.
- No organic materials to be placed in the road embankment.
- Compaction shall be a minimum of 95% on standard roads. Roads with a traffic volume greater than 500 vehicles per day, compaction shall be a minimum of 98%.
- The applicant shall be responsible for providing the road gravel at the discretion of the Superintendent of Public Works.
- All backslopes, ditches and disturbed areas shall be re-loamed and seeded at the applicant's expense.

WHEATLAND COUNTY

ACCESS AND WORK AGREEMENT

Resource Road Design Guidelines

Pertaining to requests from landowners, resource companies and other parties, in order to construct roads on statutory local road allowances, where the intended use of the road is to access a lease site or similar operation, and additionally there are no residences and it is anticipated there will be no future residences located along the proposed road construction; the applicants must adhere to the following procedures and guidelines:

- a. Application must be submitted in writing to the Manager of Transportation & Infrastructure for road construction on a statutory local road allowance and shall be subject to approval by the Manager of Transportation & Infrastructure, the municipal engineer, in conjunction with Council.
- b. The approval for conditions of road construction shall be in accordance with approved Resource Road Standard Design Guidelines as set out in this policy.
- c. All costs shall be borne by the applicant.
- d. The applicant shall ensure natural drainage of the roadway.
- e. If there is a dead end in the road, a turnaround shall be provided. If there is insufficient area for the turnaround within the road allowance, the applicant shall acquire an easement in favor of the Municipality for additional area. If an easement is not obtainable or completely necessary, the turnaround standard diameter of 30 metres shall be relaxed.
- f. The applicant shall post all required traffic control signs and the posting of the signs shall be in accordance to the provincial and municipal guidelines and regulations.
- g. The applicant shall enter into an Access and Work Agreement with the Municipality to perform the road construction. Upon completion of the road construction and approval of same by the municipal Council, the applicant agrees to assume responsibility for all future maintenance and upkeep of the road and save harmless the Municipality from any and all third party claims, demands, or actions that may arise, directly or indirectly, out of any act or omission of the applicant, his employees, agents or subcontractor.
- h. Depending on intended use and field conditions, the applicant may be required to provide engineering drawings and a letter of credit to cover the costs of the road construction.
- i. Applications involving extraordinary circumstances, not covered within this policy, shall be referred to Council for discussion and direction.
- j. The applicant acknowledges the intent of the Resource Road Design Guidelines are for non residential use and should, at some time in the future, residential development occur along the Resource Road, it is understood and agreed this road will require upgrading to Standard Road design specifications, as set out in the municipal policy, with this upgrading to be at the applicant's expense.

WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

DESIGN GUIDELINES – RESOURCE ROAD CONSTRUCTION

Right-of-Way Width	Minimum	20.1 m (66 ft.)
Design Speed		60 kph (35 mph)
Road Width		8 m (26 ft.)
Ditch Shape	Minimum	“V” Ditch
Ditch Depth from Edge of Shoulder	Minimum	0.6 m (2 ft.)
Surface Crown		120 mm (4.75 in.)
Sideslope Ratio (h:v)	Maximum	4:1
Backslope Ratio (h:v)	Maximum	3:1
Culvert Diameter in Approaches	Minimum	500 mm (18 in.)
Culvert Diameter in Centre Line	Minimum	600 mm (24 in.)
Centreline Grade	Maximum	7%
Road Compaction	Minimum	95%

Additional Requirements:

- No organic materials to be placed in the road bed.
- Road design must be submitted to the Manager of Transportation & Infrastructure for approval prior to the commencement of any construction.
- The applicant shall be responsible for providing the road gravel with these requirements to be at the discretion of the Superintendent of Public Works.
- All back slopes, ditches and disturbed areas shall be re-loamed and seeded at the applicant’s expense.
- All new fences shall be located on the appropriate property boundaries and shall be constructed to the Municipality’s standards and at the applicant’s cost.

**WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT**

**ROAD CLASSIFICATION & PAVEMENT STRUCTURE GUIDELINES
(County Policy 9.4.1.1)**

Classification	Description (all roads require granular Base Course & Paving unless noted Otherwise)	Minimum Granular Base Course Thickness	Minimum Asphalt Pavement Thickness (mm)	Minimum Finished Width (m)
PC	Private Condominium Road, not maintained by County	200	Type 1	8.6
HR	Hamlet Residential <200 vehicles per day and lot sizes <acres	100	*Double Seal Coat	8.6
HC	Hamlet Collector – Industrial Commercial >200 vehicles per day	200	Type 1	9.0
CR 50	Country Residential accessing 10 lots or less	200	*Double Seal Coat	8.6
CR 60	Country Residential with more than 10 lots	200	Type 1	8.6
RLU	Low volume road with gravel Surfacing where the road accesses Less than 4 lots and is not a through road	N/A	Gravel Surface	8.6
SAR (I/C)	Service Access Road – Industrial/Commercial	300	Type 2	9.0
MAR (I/C)	Major Access Road – Industrial/Commercial	300	Type 2	10.0

☐Note: Refer to current Traffic Association of Canada, Geometric Design Standards Manual and Current Alberta Infrastructure and Transportation, Highway Geometric Design Guide for any standards or guidelines not covered above.

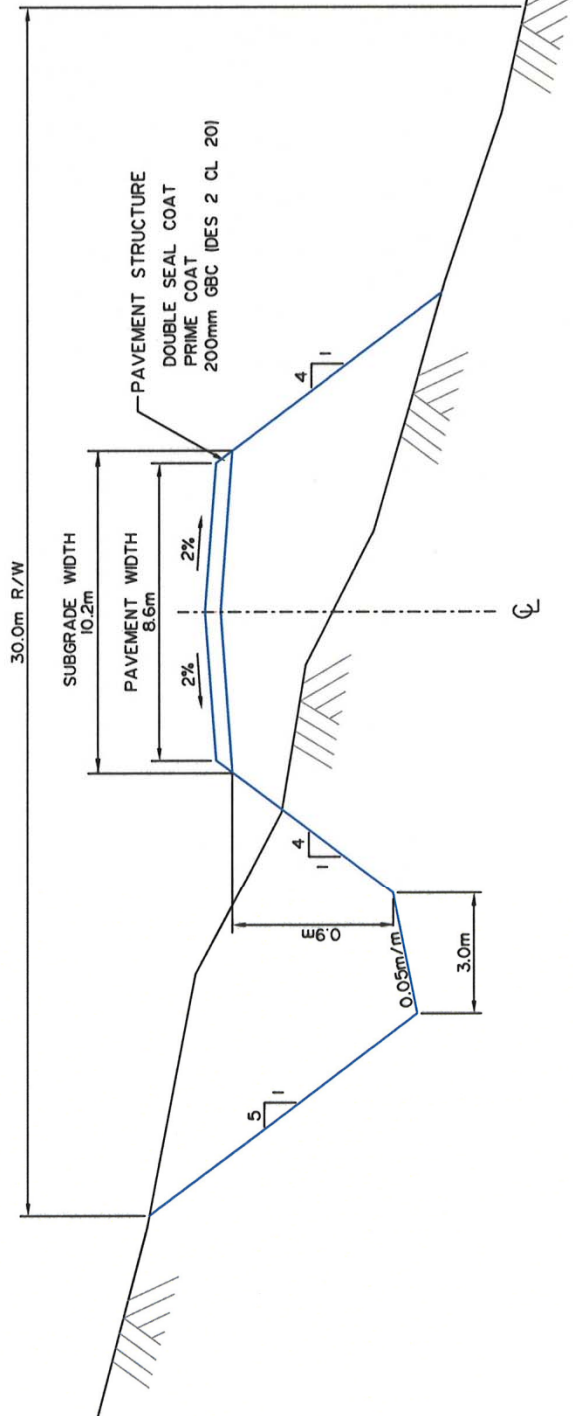
- *Double Seal Coated Roads will have 75% load restrictions for most of the year.

- Type 1 – Asphalt Concrete Pavement – 50 mm of “City of Calgary A Mix” plus 40 mm of “City of Calgary B Mix” (90 mm total ACP thickness)

- Type 2 – Asphalt Concrete Pavement – 70 mm of “City of Calgary A Mix” plus 60 mm of City of Calgary B Mix” (130 mm total ACP thickness)

- All classifications of roadways with on street parking will require additional width for dedicated parking lanes.

WHEATLAND COUNTY ACCESS AND WORK AGREEMENT



NOTES:

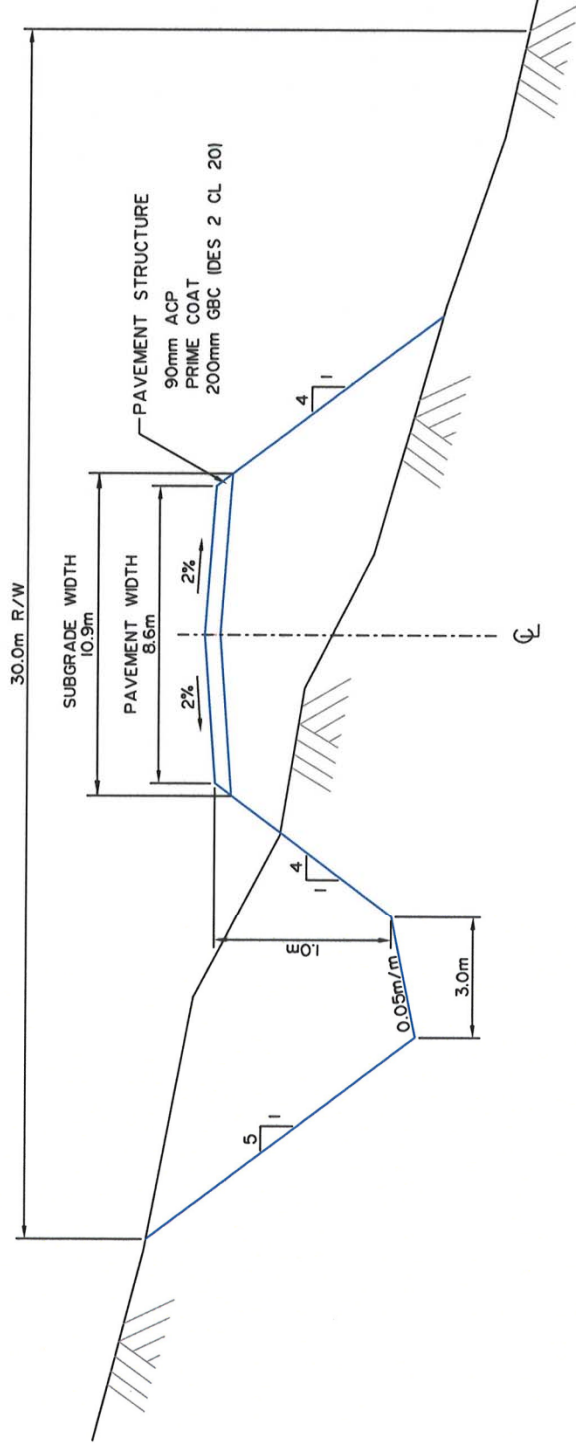
1. INCREASE TOTAL PAVEMENT STRUCTURE WIDTH FOR HORIZONTAL CURVES LESS THAN 300m RADIUS.
2. ALL DITCH SLOPES AND DITCH BOTTOMS REQUIRE TOPSOIL DRESSING.
3. ALL TOPSOIL TO BE REMOVED PRIOR TO BACKFILLING.
4. TOP 0.15m OF SUBGRADE COMPACTED TO 98% STANDARD PROCTOR DENSITY.



WHEATLAND COUNTY
COUNTRY RESIDENTIAL ROAD
LESS THAN 10 LOTS
DOUBLE SEAL COAT

DATE	SHEET	SCALE
2009	1 OF 6	N.T.S.

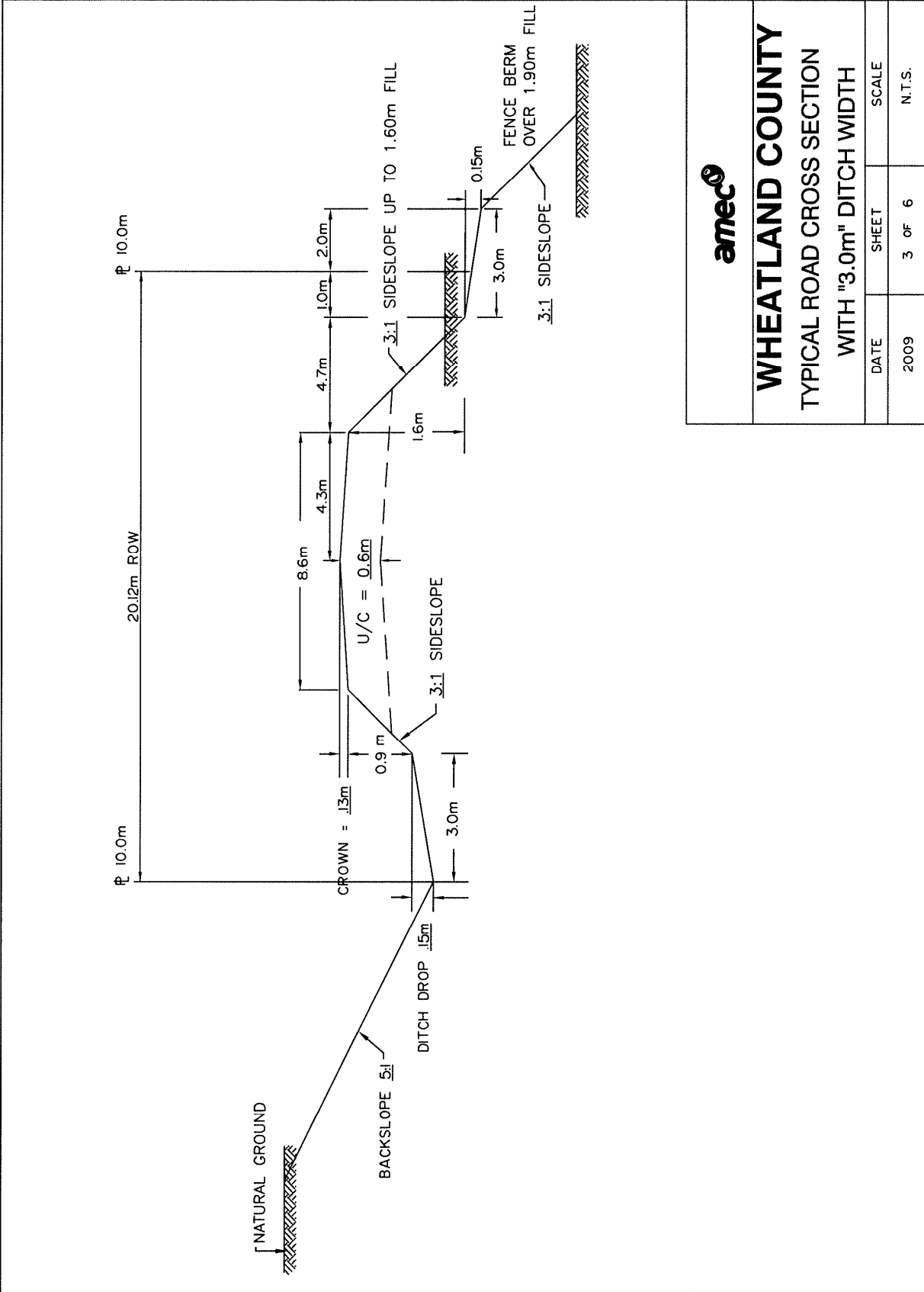
WHEATLAND COUNTY ACCESS AND WORK AGREEMENT



- NOTES:
1. INCREASE TOTAL PAVEMENT STRUCTURE WIDTH FOR HORIZONTAL CURVES LESS THAN 300m RADIUS.
 2. ALL DITCH SLOPES AND DITCH BOTTOMS REQUIRE TOPSOIL DRESSING.
 3. ALL TOPSOIL TO BE REMOVED PRIOR TO BACKFILLING.
 4. TOP 0.15m OF SUBGRADE COMPACTED TO 98% STANDARD PROCTOR DENSITY.

amec	
WHEATLAND COUNTY	
COUNTRY RESIDENTIAL ROAD GREATER THAN 10 LOTS	
ASPHALT CONCRETE PAVEMENT	
DATE	SHEET
2009	2 OF 6
SCALE	N.T.S.

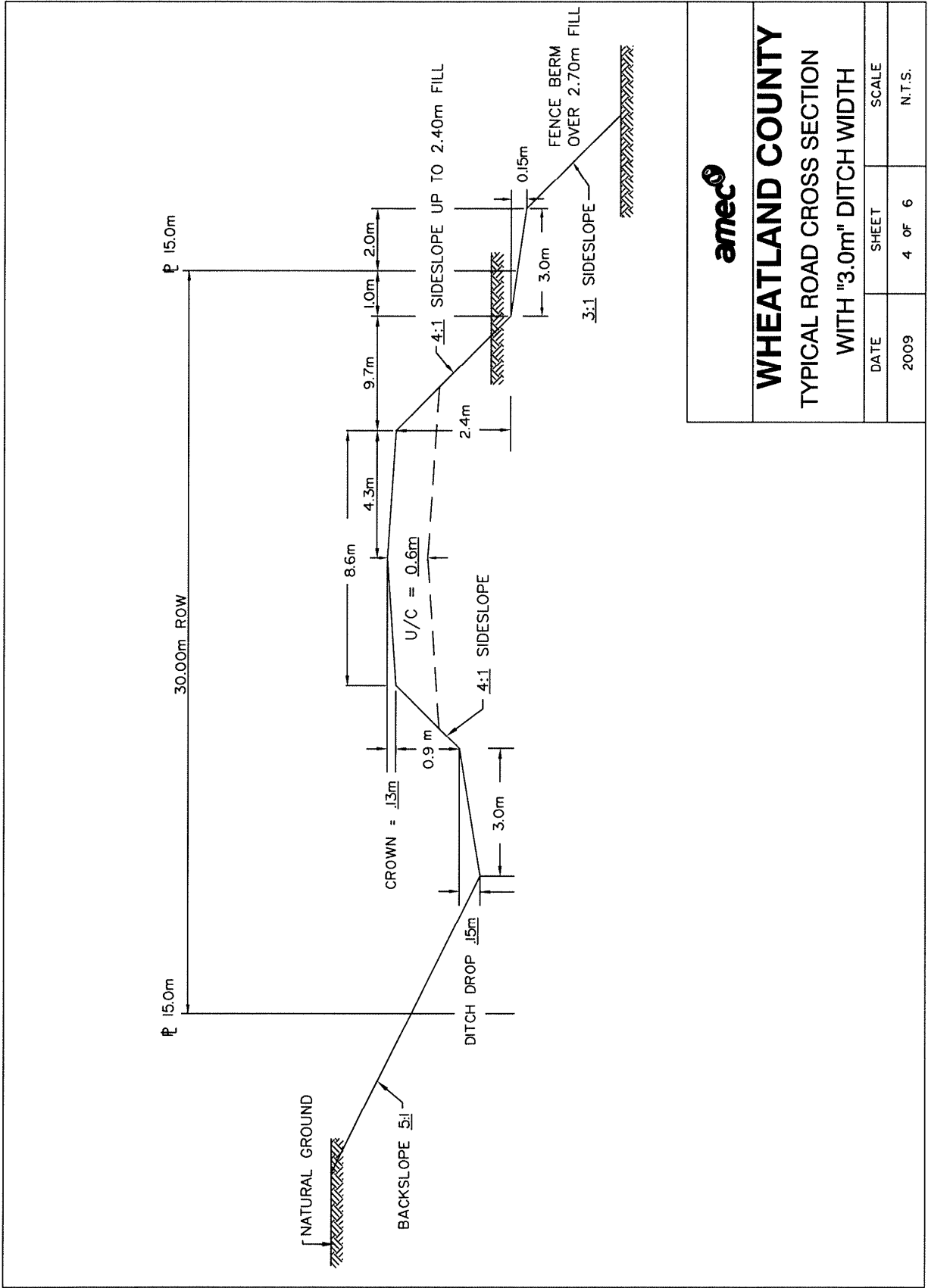
WHEATLAND COUNTY ACCESS AND WORK AGREEMENT



WHEATLAND COUNTY TYPICAL ROAD CROSS SECTION WITH "3.0m" DITCH WIDTH

DATE	SHEET	SCALE
2009	3 OF 6	N.T.S.

WHEATLAND COUNTY ACCESS AND WORK AGREEMENT

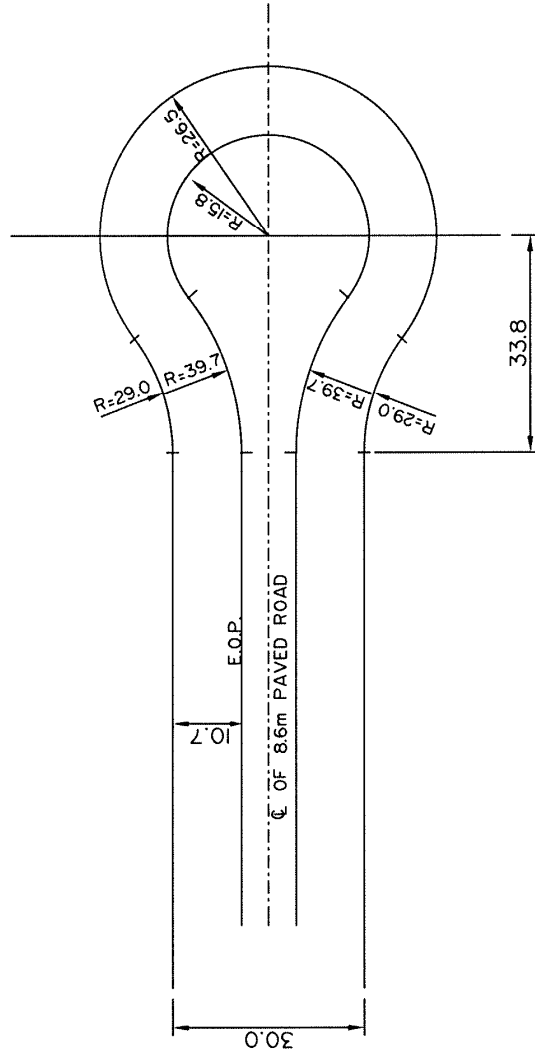


amec

WHEATLAND COUNTY
TYPICAL ROAD CROSS SECTION
WITH "3.0m" DITCH WIDTH

DATE	SHEET	SCALE
2009	4 OF 6	N.T.S.

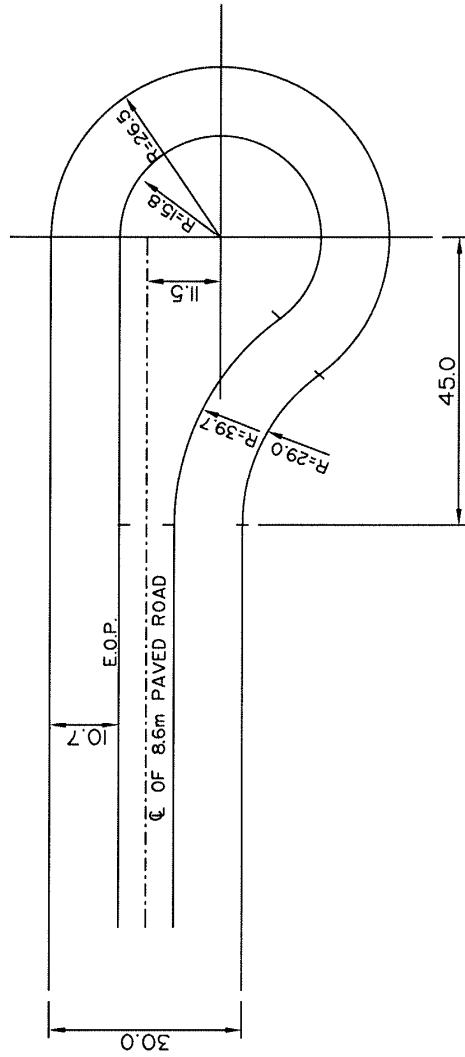
WHEATLAND COUNTY ACCESS AND WORK AGREEMENT



WHEATLAND COUNTY
CIRCULAR CUL-DE-SAC
MINIMUM CUL-DE-SAC DIMENSIONS
FOR A 30m RIGHT OF WAY

DATE	SHEET	SCALE
2009	5 of 6	N.T.S.

WHEATLAND COUNTY ACCESS AND WORK AGREEMENT



WHEATLAND COUNTY
CIRCULAR OFF-SET CUL-DE-SAC
MINIMUM CUL-DE-SAC DIMENSIONS
FOR A 30m RIGHT OF WAY

DATE	SHEET	SCALE
2009	6 OF 6	N.T.S.

WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.
4. In addition, the Contractor will comply with the following:

Contractors
Initials

WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

Schedule A10
Road Approaches
(County Policy – Section 9.4.4)

1. The Contractor shall comply with the Municipality's policy regarding Road Approaches, as it may be amended or changed from time to time. The current Road Approaches policy is as follows:

Road Approaches

The Administration of road approaches is handled through the Public Works Department. The actual checking of road approaches is done by the appropriate County Staff.

- a. The applicant must complete an Application for Road Approach. This application must include a construction date. A \$1000.00 deposit will be required with the application. This deposit will be refunded when the installation of the approach has been completed to the County's standards, the satisfaction of the County Land Agent and the municipality gives the final approach approval. Approaches should be constructed within one week of the construction date indicated on the application. The applicant is required to provide notice to the County should this construction completion time line not be met. Should this notice not be provided to the County, the County shall retain the right to retain the applicant's deposit.
- b. All proposed road approaches must be inspected by the public works department prior to installation and again upon completion of installation. The approach location must be clearly marked with survey stakes prior to inspection. A charge of \$50.00 will be charged to commercial applicants should an approach not be marked prior to inspection. The County will require a minimum of 30 days notice for inspection of an approach location.
- c. A fee of \$150.00 will be charged for each commercial pre and post approach inspection. A review of an existing commercial approach will be charged \$150.00 per inspection. (Approach inspections will include a preliminary approval inspection at a fee of \$150.00 prior to construction and a final inspection once the approach is completed at a fee of \$150.00.) A commercial approach is an approach to access an operation other than farm or residential.
- d. No approach approval shall be considered complete until the final inspection is completed and the application is signed by the appropriate County Staff.
- e. The standards for road approaches are as follows:
 - Sight distance must be 183 metres (600 ft.) when accessing roads with a posted speed limit of 80 km per hour and 305 metres (1,000 ft.) when accessing roads with a posted speed limit of 100 km per hour.
 - Side slopes are to be at a ratio compatible to the existing roadway with a maximum of 3:1.

WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

- Top of approach must be a minimum of 9.8 metres (32 ft.) in width.
 - Surface of approach to match the surface of the adjoining roadway.
 - Approaches must be located a minimum of 15.5 metres (50 ft.) from an intersection of two local roads, measured from the closest edge of the approach to the shoulder of the intersecting road.
 - The use of organic material (top soil) is prohibited in the construction of a road approach.
 - Approaches that have a down hill grade onto a municipal road will not be permitted.
2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality**, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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WHEATLAND COUNTY

ACCESS AND WORK AGREEMENT

Schedule A11

Utilities – Underground Power Lines, Telephone Lines and Fibre Optic Cables

1. Road crossings for power lines and communication lines shall be approved by the Public Works Department. However complex proposals will be reviewed by Council prior to approval.
2. Power lines and communication lines shall be buried a minimum of 1.2 metres (47 inches) below the lowest part of the ditch.
3. Approvals will be forwarded to the Public Works Superintendent for information.
4. Telephone upgrading grid information is to be forwarded to the Manager of Transportation & Infrastructure for consideration in future road construction. The Public Works Department will then forward the information to TELUS.
5. Underground crossings will be made using casing or be uncased as required by the County and be installed by the boring method. However, when location conditions prevent the use of boring, crossings may be constructed by the open ditch method with written approval of the County. In this case, it shall be the Contractor's responsibility to ensure that the backfill is properly compacted to prevent settlement detrimental to the use of the roadway.
6. All open cut or bored crossings require an "Access and Work Agreement".
7. Crossings must be clearly and permanently marked on the property lines on both sides of any road allowance being crossed. The marker signs shall include regular and emergency contact phone numbers.
8. The present and future owners of the proposed utility will, at their expense and immediately upon request of Wheatland County, move or relocate any part of the utility system under a statutory or surveyed road allowance.
9. When crossings are cased the casing shall extend the full width of the right-of-way of the road.
10. The Contractor, in addition to meeting Wheatland County requirements, shall adhere to the latest requirements of Alberta legislation and Regulations and all laws and standards of the Government of Canada.
11. The Contractor shall register and maintain a membership in good standing with the **Alberta One-Call Corporation**. All costs associated with obtaining and maintaining membership with the Alberta One-Call Corporation shall be borne by the applicant.

WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

12. Irrigation service water or spill water shall be conveyed in a dedicated ditch and will not be allowed to run in the road ditch.

13. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.

14. Paragraph 13 of this Schedule will survive the expiry or termination of this Agreement.

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WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

Schedule A12
Road Crossings/Water Lines

1. Road crossings for water pipelines shall be approved by the Public Works Department. Water pipelines shall be buried a minimum of 1.2 metres (47 inches) below the lowest part of the ditch.
2. Crossings shall be made using steel or plastic pipe, cased or uncased as required by the County and installed by the boring method. However, when location conditions prevent the use of boring, crossings may be constructed by the open ditch method with written approval of the County. In this case, it shall be the applicant's responsibility to ensure that the backfill is properly compacted to prevent settlement detrimental to the use of the roadway.
3. All open cut or bored crossings require an "Access and Work Agreement".
4. Crossings must be clearly and permanently marked on the property lines on both sides of any road allowance being crossed. The marker signs shall include regular and emergency contact phone numbers.
5. The present and future owners of the proposed pipelines shall, at their expense and immediately upon request of Wheatland County, move or relocate any part of the pipeline system under a statutory or surveyed road allowance.
6. When crossings are cased the casing shall extend the full width of the right-of-way of the road.
7. The Contractor, in addition to meeting Wheatland County requirements, shall adhere to the latest requirements of Alberta legislation and Regulations and all laws and standards of the Government of Canada.
8. The Contractor shall register and maintain a membership in good standing with the **Alberta One-Call Corporation**. All costs associated with obtaining and maintaining membership with the Alberta One-Call Corporation shall be borne by the applicant.
9. Service water shall be conveyed in a dedicated open ditch and will not be allowed to run in the road ditch.
10. **The Contractor hereby releases, indemnifies and holds harmless the Municipality**, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
11. Paragraph 10 of this Schedule will survive the expiry or termination of this Agreement.

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