

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 Date approved to December 2019 (term must end within calendar year term commences)

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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: _____

Fax: _____

Telephone: _____

E-mail: _____

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

Contact	Business Phone	Cell Phone	Fax Number
General Manager of Transportation and Agriculture	403-934-3321 (Ext 2008)	403-333-6851	403-934-4889
Manager of Operations	403-934-3284 (Ext 3234)	403-333-6941	403-934 6464
Manager of Utilities	403-934-3321 (Ext 2023)	403-606-4757	403-934-4889
General Manager of Protective Services	403-934-3321 (Ext 2181)	403-361-1075	403-934-4889
Manager of Agricultural and Environment	403-934-3321 (Ext 2006)	403-901-9597	403-934-4889
Senior Community Peace Officer	403-934-3321 (Ext 2047)	403-312-3583	403-934-4889
Chief Administrative Officer	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 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 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 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 County Land Agent.

- 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 Land Agent.
- 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.

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- 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.
- f. A condition of subdivision approval will include the installation of a road approach meeting the County standards and at the landowner's expense. This may ultimately require the installation of two approaches to a quarter section where none currently exist.
- g. Approaches installed prior to January 1, 2010 that do not meet the standards of this policy must be upgraded, at the landowner's expense, at such time a subdivision or development permit is approved. All new approaches installed in the County after January 1, 2010 must meet policy standards.
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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GUIDELINES AND PROCEDURES FOR OUTSIDE PARTIES SECTION 9.4.4	ROAD APPROACHES Page 1/2
PURPOSE	Lists specific guidelines when outside parties request to construct road approaches.
Effective Date:	Revised: Nov. 24/09 CM – Res. 09-708 Revised: Feb. 15/11 CM – Res. 11-106 Revised: July 5/11 CM – Res. 11-534 Revised: Feb. 19/13 CM – Res. 13-02-112

ROAD APPROACHES

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

- 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 or Global Positioning System (GPS) located on a legal survey of the property prior to inspection. A charge of \$150.00 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.

Residential and farm approach locations shall be marked clearly with survey stakes or Global Positioning System (GPS) located on a legal survey of the property prior to inspection. A charge of \$75.00 will be charged to residential or farm applicants should an approach not be marked prior to inspection. The County will require a minimum of 30 days notice for inspection of approach location.

- c. A fee of \$150.00 will be charged for each commercial pre and post approach construction 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 for total of \$300.00 for both inspections.) A commercial approach is an approach to access an operation other than farm or residential.

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The review of residential or farm approaches shall require a pre inspection fee of \$75.00 and a post construction fee of \$75.00. An inspection fee of \$75.00 shall be charged for existing residential and farmland approaches.

- d. No approach approval shall be considered complete until the final inspection is completed and the application is signed by the Land Agent.
- 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.
 - Top of approach must be a minimum of 9.8 metres (32 ft.) in width.
 - Top of joint (shared) approaches must be a minimum of 15.24 metres (50 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.
- f. A condition of subdivision approval will include the installation of a road approach meeting the County standards and at the landowner's expense. This may ultimately require the installation of two approaches to a quarter section where none currently exist.
- g. Approaches installed prior to January 1, 2010 that do not meet the standards of this policy must be upgraded, at the landowner's expense, at such time a subdivision or development permit is approved. All new approaches installed in the County after January 1, 2010 must meet policy standards.

Schedule of Approach Inspection Fees:

Commercial Inspection Fees:

Preconstruction Inspection Fee - \$150.00

Post Construction Inspection Fee - \$150.00

Existing Commercial Approach Inspection Fee - \$150.00

Non Marked Commercial Approach Fee - \$150.00

Residential and Farmland Inspection Fees:

Preconstruction Inspection Fee - \$75.00

Post Construction Inspection Fee - \$75.00

Existing Residential and Farm Approach Inspection Fee - \$75.00

Non Marked Residential and Farm Approach Fee - \$75.00