WHEATLAND COUNTY
ACCESS AND WORK AGREEMENT

BETWEEN: Wheatland County
242006 RR 243
Wheatland County, AB
T1P 2C4

(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 Approach	
A10 – Road Crossings – Utilities	
A11 – Road Crossings – Water Lines	

Miscellaneous Schedules as follows:	

2. The term of this Agreement will be from the date signed to _____

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

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Wheatland County will be notified with a description of work regarding time frame, location and equipment being used prior to work commencing.

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):_____

Telephone:_____

E-mail: _____

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

Wheatland County Office
242006 Range Road 243
Wheatland County, AB T1P 2C4

403-934-3321
transportation@wheatlandcounty.ca
wheatlandcounty.ca

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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 June 30 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 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.

_____
Contractors
Initials