

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 Municipality approves the Contractor's use and access of the local statutory municipal road allowances within the Municipality to undertake the following activities:

Description and Location of Work:

Subject to the conditions and provisions of this agreement and policies of the Municipality, as applicable, and included in attached Schedule B and forming part of this agreement.

Schedule B Attachments:

Contractor's Contact Person:

Name(s): _____

Telephone: _____ Fax: _____

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Municipality's Contact Persons:

Included in attached Schedule A and forming part of this agreement.

Conditions of Agreement:

1. The Contractor shall hold 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 Contractor, his employees, agents or subcontractors.
2. Such hold harmless shall survive of this agreement.
3. Except in the case of an emergency, the Contractor shall provide a minimum of two working days notification to the Municipality of the location, type of work and expected time period for all work to be undertaken.
4. 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.
5. 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.
6. The Contractor shall comply with the safety regulations under the Occupational Health and Safety Act, all pertinent provincial regulations and the Municipality's policies, as detailed in attached Schedule B, forming part of this agreement.
7. The Contractor is responsible for all amounts due to Workers' Compensation in accordance with the Workers Compensation Act.
8. If for any reason the Contractor fails to provide services satisfactorily to the Municipality, or comply with the conditions of this agreement, this agreement may be terminated by the Municipality or its representative upon providing written notice to the Contractor.

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I/We understand and agree to the terms and conditions 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 A

Contact List:

Contact	Name	Business Phone	Cell Phone	Fax Number
Public Works Superintendent	Ron Hillier	Public Works Shop 934 3284	333 6853	934 6464
Public Works Assistant Superintendent	Gerry Van Oostwaard	934 3284	333 6852	934 6464
Development Officer		County Office 934 3321		934 4889
Agricultural Fieldman	Russel Muenchrath	934 3321	333 6846	934 4889
Special Constable	Jim Wells	934 3321	312 3582	934 4889
Landman	Steve Nedoshytko	934 3321	333 6851	934 4889
County Manager	Jennifer Deak	934 3321	333 6848	934 4889

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Schedule B

Excavation

Before any excavation may be done on a County road allowance, Contractors must comply with the following:

1. Contractors are responsible to contact Alberta 1st call for all locations of any underground utilities or pipelines.
2. Contractors must contact adjacent landowners affected by the construction.
3. If necessary, the contractor must provide a traffic accommodation strategy to the County.
4. All items requested must be provided to the Superintendent of Public Works prior to the commencement of any work.
5. In the case of a County deemed emergency, the company will make every effort to assist.
6. If the County has a planned construction project, the County will notify the company in writing within 90 days of the proposed project when possible. The company must comply with the County engineer's requests and decisions.
7. All road moves and locates are to be completed at the companies expense.
8. The company will supply engineered drawings to the County for approval no less than 30 days prior to construction.
9. The County will respond within 30 days after receiving the drawings.
10. The cable utility line shall be plowed in at approximately 1 meter from the property line and must follow all municipal and provincial codes and bylaws.
11. All construction and repairs shall follow all provincially and municipally approved safety procedures.
12. All road crossings shall be bored.

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Schedule B

Pipeline/Power/Cable Utility Line Crossing Requirements:

1. The Municipality grants to the Contractor permission to construct, install, repair and maintain a pipeline/power/cable utility line (s) under the Municipal Roads (hereinafter called the "Crossing") upon the proper and timely fulfillment of all the terms and conditions of this agreement.
2. The Contractor shall only be permitted to cross Municipal Roads upon making advance application to the Municipality for each crossing or crossings per job;
3. The Contractor shall select a location for the pipeline/power/cable utility line (s) 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/power/cable utility line crossing;
4. Costs
 - a) the Contractor acknowledges and agrees that every cost and expense incurred in the installation, construction and future maintenance and repair of the pipeline/power/cable utility line (s) within the Municipal Road shall be the responsibility of the Contractor;
 - b) 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/power/cable utility line (s) within the Municipal Road right-of-way or allowance or within thirty (30) meters 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.
5. With respect to all operations carried out by the Contractor in and adjacent to the Municipal Road, the Contractor shall:
 - a) insure that any lines being buried adjacent to Municipal Road allowance will be a minimum of fifteen (15) meters from the legal boundary of the said road allowance, however, any lines buried within thirty (30) meters are subject to Clause #4.(b);
 - b) construct the pipeline/power/cable utility line crossing(s) as per the designated construction method, as close to a 90 degree angle as possible to the Municipal

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Road without any vertical or horizontal bends in the pipeline and to the construction limits and depths of two (2) meters below the surface of the Municipal Road and in no place less than (1.4) meters 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 meters for water pipelines or low pressure pipelines (defined as being designed or intended to be operated at pressure of 700 kPa or less).

- c) construct pipeline/power/cable utility line (s) 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) meters 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.
 - d) construct pipeline/power/cable utility line (s) crossings of undeveloped Municipal Roads using the open cut method;
 - e) 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 pipeline/power/cable utility line (s);
 - f) 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;
 - g) install, operate and maintain the pipeline/power/cable utility line(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/power/cable utility line crossings(s);
 - h) 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;
6. Notification of work
- a) 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/power/cable utility line construction or carry out activities

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at the Municipal Road crossing; Inspection of pipeline/power/cable utility crossings shall be completed by the Municipalities Inspector and or Municipalities Inspection Contractor and a minimum of five (5) days notice shall be given to the Municipalities Inspector and or Municipalities Inspection Contractor of the crossing and completion of the electrical work in order to set up a reasonable time for the inspection to be completed prior to backfilling.

b) the Municipality shall notify and enter into a pipeline/power/cable utility line (s) 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);

7) Inspection of Work

The Contractor shall prior to backfilling the pipeline/power/cable utility line line(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 pipeline/power/cable utility line (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.

8) Pipeline/Power/Cable Utility Line Markers

The Contractor shall install permanent pipeline/power/cable utility line (s) marker signs on both sides of the Municipal Road right-of-way or allowance boundary indicating the existence and location of the pipeline/power/cable utility line (s). Regular and emergency contact numbers must be included. The owner of the line shall ensure that the signs be in place in perpetuity of the existence of that line.

9) As-Builts

The Contractor shall within ninety (90) days of the completion of the construction or installation of the pipeline/power/cable utility line (s) within the Municipal Road right-of-way or allowance shall provide the Municipality with as-built drawings for each crossing location indicating the as-built location and depth of relative to the road allowance and the structure within to the satisfaction of the Municipality.

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10) Waiver of Damages

The Contractor shall not make any claim against the Municipality for any loss or damage caused to the Contractor's pipeline/power/cable utility line (s) within the road allowance unless such loss or damage is directly attributable to the sole negligence of the Municipality.

11) 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/power/cable utility line (s) and related facilities within or near the pipeline/power/cable utility line crossing(s) of a Municipal Road except where such may result from the negligence of the Municipality.

12) Alberta First Call

The contractor shall be in good standing with Alberta First Call and a record of the pipeline/power/cable line (s) shall be available for future locating for other types of construction within the right of way.