



County of Vermilion River
4912-50 Ave
Box 69
Kitscoty AB
T0B 2P0

Website: www.vermilion-river.com

**EXPRESSION OF INTEREST (EOI)
2018 FENCING SERVICES
CVR 2018 – 004**

Closing Date: May 3, 2018

Closing Time 11:00:00 a.m. Alberta Time

**Closing Location: County of Vermilion River
4912 - 50 Ave
Kitscoty AB T0B 2P0**

Expression of Interest CVR 2018 - 004 2018 FENCING SERVICES

Introduction

The County of Vermilion River is requesting Unit Rates for the 2018 Fencing Services (as specified below).

Contractual Demands

The Contractual Services will demand the supply of labour, equipment and materials for the following:

- Complete the County of Vermilion River's Fencing Services for 2018
- Respond to task request to complete fencing within 48 hours
- Complete the work in accordance with specifications in Appendix C

Communications

The County's contact will be Dave McPhee, Project Manager. Mr. McPhee can be contacted at (780) 846-2244 during regular working hours.

Contractual Award Requirement

If selected to provide service to the County the proponent will be required to provide the following information:

- Response timelines including availability to commencement of work.
- Required to provide a safety policy/procedures or willing to adherence to the County of Vermilion River
- Product Warranty and Guarantee of workmanship
- Provide Workers Compensation Clearance (WCB)
- References

(Appendix A) Pricing Sheet

Proponents must complete and sign the pricing sheet and submit with their proposal.

(Appendix B) Consent Form

Proponents are required to sign the Consent Form and submit with their proposal.

(Appendix C) Memorandum of Agreement

Proponents are required to sign the Consent Form and submit with their proposal.

(Appendix D) Specifications General and Scope of Work

Proponents are required to complete the work as specified.



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Closing Date and Time

The submissions marked "Expression of Interest 2018 Fencing Service CVR – 2018 – 004" shall be sealed and must be received by the undersigned, no later than **11:00 a.m.** local time on **May 3, 2018** to:

**County of Vermilion River
4912-50 Ave
Box 69
Kitscoty, AB T0B 2P0
Attention: Dave McPhee, Project Manager.**

Submission by electronic mail or facsimile will not be accepted.

The County of Vermilion River reserves the right to reject any or all proposals received.



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Appendix A – EXPRESSION OF INTEREST PRICING FORMS

Instructions

1. Complete price form (Appendix A)
2. Price is not to include applicable taxes and will be evaluated in Canadian dollars.
3. Proponents are not to alter or add information to the EOI.
4. It is **MANDATORY** that Proponents submit firm prices/unit rates for the period of the Contractual Offer for all items listed. This section, when completed, will be considered as the Proponent’s Financial Offer.
5. Rates quoted must remain firm for the period of the Contract. GST/HST, if applicable, is not included and is to be shown as a separate item on any resulting invoice.
6. In order to ensure that fair and competitive unit rates are received, the following requirement must be strictly adhered to: Proponents must provide a unit rate for each functions listed.

Supplier: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____

Email: _____



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Appendix A – EXPRESSION OF INTEREST PRICING FORMS – Cond't

Note: The County does not guarantee that any or all lineal metres of fencing will be completed in 2018 year. The cost of gates are to be included within the Barbed Wire Fencing (New) unit rate per lineal meter.

Year (2018)	
Fencing Components	Unit Rate per Lineal Metre
Install Barbed Wire Fencing (New)	
Removal of Old Fencing (Wire and Posts)	
Install and Remove Temporary Fencing	



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Appendix C – MEMORANDUM of AGREEMENT



**Memorandum of Agreement
Contractual Services**

GENERAL TERMS AND CONDITIONS

Memorandum of Agreement

Memorandum of Agreement made this ___th day of _____, 2018.

Between

County of Vermilion River

(Hereinafter referred to as the "County")

And

(Hereinafter referred to as the "Contractor")

Whereas the Contractor has agreed to provide the goods and services as outlined in the Request for Quotes (the "RFQ") for the County pursuant to its Proposal dated May 5, 2018. (the "RFQ Proposal").

Witnesseth Now Therefore in consideration of the mutual covenants, agreements and conditions herein contained, the County and the Contractor agree as follows:

Article 1 – Effective Date/Term

This agreement shall be effective May 15, 2018. The Term of this Agreement shall be for a period of (6) months, (May 15, 2018, to November 15, 2018), unless otherwise extended upon mutual agreement between both parties.

Article – 2 – Agreement

This Agreement between the County and the Contractor includes: (1) the RFQ, including instructions, all Terms and Conditions, requirements, attachments and any amendments thereto; and, (2) the Proposal submitted by the Contractor in response to the RFQ. In the event of a conflict in language between the two documents referenced above, the provisions and requirements in the RFQ shall govern.

Article – 3 – Agreement Amendments

The Agreement may be modified only by written amendment signed by persons duly authorized by the County and the Contractor.

Article – 4 – Governing Law

The Agreement shall be governed by the laws of the Province of Alberta and the Province of Alberta shall be the jurisdiction for enforcement of any right pursuant to the Agreement.

Initials _____ / _____
County / Contractor



**Memorandum of Agreement
Contractual Services**

GENERAL TERMS AND CONDITIONS

Article – 5 – Rates

The fees payable under this Agreement are fixed for a period of the Agreement. The Contractor shall receive payment and other reimbursement, as outlined in the Contractors Proposal.

In Witness Whereof the parties hereto have duly executed this Agreement as of the day and year first above written.

Contractor

County of Vermilion River

Per _____
(Signature)

Per _____
(Signature)

Name _____
(Please Print)

Name _____
(Please Print)

Title _____
(Please Print)

Title _____
(Please Print)

Date _____
(Please Print)

Date _____
(Please Print)

Witness for Contractor
(If not under seal)

Witness for County
(If not under seal)

Witness _____
(Signature)

Witness _____
(Signature)

Name _____
(Please Print)

Name _____
(Please Print)

Title _____
(Please Print)

Title _____
(Please Print)

Date _____
(Please Print)

Date _____
(Please Print)

Initials _____ / _____
County / Contractor



Memorandum of Agreement
Contractual Services

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

“**Agreement**” means the undertaking by, and the Agreement between, the County of Vermilion River and the Service Provider to perform their respective contractual obligations.

“**Service Provider**” means the person or firm with whom the County of Vermilion River enters into the Agreement to perform the Services.

“**Services**” includes everything done or performed by or through the Service Provider that is within the scope of the Agreement, as set out in the Agreement, including preparation and submission of any deliverables required by the Agreement.

“**Additional Services**” includes things that, during the Agreement, the County of Vermilion River or the Service Provider determine may need to be done or performed by or through the Service Provider, but that are not contemplated by the parties at the time the Agreement is signed, and that are outside the scope of the Agreement unless and until the Agreement is amended to include them as Services.

2. ASSIGNMENT

This Agreement may not be assigned or subcontracted by the Services Provider without the County of Vermilion River’s prior written consent.

**3. ORGANIZATION – EMPLOYMENT
DISCLAIMER**

The Agreement is for the services of the Service Provider, as a separate business unit and neither the Service Provider nor its employees, directors, officers and agents shall be entitled to any benefits or any nature whatsoever available to employees of the County of Vermilion River other

than to payments which are expressly provided for herein and those prescribed by law.

The Service Provider, in providing the Services under the Agreement, does so under a contract for services and not of service, and is acting as a separate business unit and no agency, partnership, employer-employee or master-servant relationship is intended to be created between the Service Provider and the County of Vermilion River.

4. REPRESENTATIONS AND WARRANTIES

The Service Provider warrants that the personnel to be provided under this Agreement can perform the duties and meet the requirements of this Agreement and will perform the work in a professional, skillful, safe and efficient manner, in accordance with all applicable law. The Service Provider further warrants that any Services provided under this Agreement shall conform to the requirements and be fit for its intended purpose.

5. CONFIDENTIALITY

The Service Provider and the Service Provider’s employees shall not use, copy, disclose or otherwise communicate any information not available to the general public that was gained by them in the course of their duties related to the Agreement, except as is necessary in the proper discharge of those duties. This obligation survives the Agreement.

6. CONFLICTS OF INTEREST

The Service Provider and the Service Provider’s employees:

Shall conduct their duties related to the Agreement with impartiality and shall, if they exercise inspection or other discretionary authority

Initials _____/_____
County / Contractor



**Memorandum of Agreement
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GENERAL TERMS AND CONDITIONS

over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring their impartiality into question;

Shall not influence, seek to influence, or otherwise take part in a decision of the County of Vermilion River, knowing that the decision might further their private interests;

Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Agreement, that causes, or would appear to cause, a conflict of interest; and,

Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the Agreement, and if such financial interest is acquired during the term of the Agreement, the Service Provider shall promptly declare it to the County of Vermilion River.

7. AGREEMENT AND AGREEMENT AMENDMENTS

This Agreement, and any Service Provider's Quote in response thereto expressly accepted constitute the entire agreement between the parties related to the subject matter hereof, and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto.

All additions, amendments or modifications of this Agreement shall be binding only if the same is in writing and duly executed. If any terms of the documents incorporated herein, conflict with the terms of this Agreement, the terms and conditions of this Agreement shall prevail.

The County of Vermilion River is not liable for payment for Additional Services without a written amendment to the Agreement.

8. DISCREPENCIES

The Service Provider shall review the Agreement and shall report promptly to the County of Vermilion River any error, inconsistency or omission the Service Provider may discover. Such review by the Service Provider shall be to the best of the Service Provider's knowledge, information and belief. The Service Provider shall not be liable for damages or costs resulting from such errors, inconsistencies or omissions in the Agreement which the Service Provider did not discover. If the Service Provider does discover any error, inconsistency, or omission in the Agreement Documents, the Service Provider shall not proceed with such work affected until the Service Provider has received the corrected or missing information from the County of Vermilion River.

9. PERFORMANCE STANDARDS

The County of Vermilion River may notify the Service Provider of any deficiencies, and in the event that the Service Provider has failed to rectify the deficiencies within the time allotted by the County of Vermilion River the County of Vermilion River may at its discretion, obtain the Services, complete the work or rectify the deficiencies to its satisfaction and shall be entitled to deduct and set-off the costs of such work or rectification from any moneys due to the Service Provider. These remedial Services are not Additional Services.

10. GOVERNING LAW

This Agreement shall be interpreted according to the Laws of the Province of Alberta and the forum for all disputes shall be the Courts of the Province of Alberta.

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GENERAL TERMS AND CONDITIONS

11. INDEMNIFICATION

The Service Provider agrees to indemnify and hold harmless the County of Vermilion River from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Services Provider is legally responsible, including those arising out of negligence or wilful acts by the Service Provider or the Service Provider's employees or agents. This hold harmless provision shall survive this Agreement.

12. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All information obtained by the County of Vermilion River is a record under the Freedom of Information and Protection of Privacy Act (FOIP).

13. INSURANCE

Without restricting any obligations or liabilities under the Agreement, the Service Provider shall provide, maintain and pay for the following minimum insurance coverage, in forms acceptable to the County of Vermilion River.

General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 per occurrence, insuring against bodily injury, personal injury, and property damage, including loss of use thereof. Such insurance shall include blanket contractual liability and shall be in effect for the duration of the Agreement and any extensions or renewals.

Comprehensive Automobile liability insurance on all vehicles owned, operated or licensed in the Service Provider's name, with limits of not less than \$2,000,000 per occurrence. The policy shall cover the Service Provider for all sums which the Service Provider shall become legally obligated to pay as damager because of bodily injury

including passenger hazard and property damage caused by an occurrence.

Any insurance called for under this Agreement shall be endorsed to provide the County of Vermilion River thirty (30) days advance written notice of cancellation or material change (material identified as any change restricting or reducing required coverage).

As evidence of all required insurance, certificates or insurance shall be provided to the County of Vermilion River prior to the commencement of work under the Agreement and within thirty (30) days of any insurance renewal. Certified true copies of the policies shall be provided promptly upon request. All evidence must comply with the insurance requirements and be free of limitations or qualifications as to compliance.

14. WORKER'S COMPENSATION

The Service Provider shall comply with the requirements of the Worker's Compensation Act. The County of Vermilion River may not make payments to the Service Provider until acceptable evidence has been submitted to the County of Vermilion River, that such coverage is in effect and will remain in effect during the term of the Agreement. The County of Vermilion River reserves the right to terminate any Agreement should the Service Provider not comply with the requirements as identified in the Worker's Compensation Act.

15. COUNTY OF VERMILION RIVER'S RIGHT OF REVIEW

The Contractor shall permit the County of Vermilion River to review, comment upon, and critique the Contractor's Services.

The County of Vermilion River may, during the period of the Contract, evaluate the Contractor's performance of the Services and review the results of the evaluation with the Contractor.

Initials _____ / _____
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16. PAYMENT

The Service Provider shall submit invoices monthly.

Amounts invoiced on account of fees for Services must not exceed the value of Services performed before the date of invoice submission.

Invoices shall include Good and Services Tax (GST).

Where an invoice includes amounts on account of Services paid on a time rate basis, the Service Provider shall provide, with the invoice, a breakdown indicating the name, hourly rate, and number of hours billed for each billable person. The Service Provider shall provide an explanation, satisfactory to the County of Vermilion River, if there is any change with respect to persons designated in the Agreement to perform the Services.

The County of Vermilion River shall pay the Service Provider thirty (30) days after receipt of an invoice that is acceptable in accordance with the terms of the Agreement.

If at any time any item of payment is in issue, then the amount not in issue will, notwithstanding, be paid when due.

17. SET OFF

The County of Vermilion River may set off any amount due to the Service Provider under the terms of this Agreement as against any amount due to the County of Vermilion River by the Service Provider under this Agreement or otherwise.

18. RECORDS AND AUDIT

The Service Provider shall maintain records related to hours spent and costs incurred in performing the Services, for at least three (3) years following the completion or termination of the Agreement.

The County of Vermilion River reserves the right to audit or cause to be audited the Service

Provider's financial statements and accounts regarding the County of Vermilion River's account at any time during the term of this Agreement and for seven (7) years thereafter.

19. TIME

All time, except time of payment, is of the essence.

20. COMPLIANCE WITH LAWS

The Service Provider shall be responsible for complying with all Federal, Provincial (Alberta) and Municipal laws, bylaws, rules, regulation and guidelines that apply to the Services under this Agreement.

21. FORCE MAJEURE

Neither the County of Vermilion River nor the Service Provider shall be held responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, riots or acts of civil disobedience, embargo, government action, Act of Public Authority, Act of God, or any other causes beyond their control, except labour disruption.

Should the Force Majeure last longer than thirty (30) calendar days, the County of Vermilion River may terminate the Agreement.

22. SUSPENSION OF SERVICES

The County of Vermilion River may, at any time and for any reason, temporarily suspend the Services, by giving a written notice to the Service Provider stating the effective date of the suspension.

If the County of Vermilion River suspends the Services, the Service Provider shall take immediate steps to mitigate any costs or expenses incurred by the Service Provider after the effective date of the suspension.

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If the County of Vermilion River suspends the Services, and does not authorize resumption of the Services within ninety (90) days after the effective date of the suspension, and the parties have not agreed to extend the suspension period on agreed terms, the Agreement is considered terminated on the ninety first (91) day after the effective date of the suspension.

When the suspension period expires, the Service Provider may submit an invoice for any costs or expenses directly attributable to the suspension, and unavoidably incurred during the suspension period, regardless of whether the Services are resumed or the Agreement is considered terminated.

23. CANCELLATION

The County of Vermilion River may, upon giving thirty (90) days written notice, unilaterally terminate this Agreement without cause. If this Agreement is so terminated, the Service Provider shall be entitled to receive payment for Services actually performed, as of the date termination becomes effective. The Service Provider shall have no further obligation under this Agreement. The Service Provider shall turn over all materials, information and work in progress in its possession at such termination to the County of Vermilion River.

If the County of Vermilion River terminates the Agreement, or if the Agreement is considered terminated following a Suspension of Services, the extent of the County of Vermilion River's liability to the Service Provider is limited to payment for all Services performed in accordance with the termination including, if applicable, any costs or expenses unavoidably incurred during a suspension period. This obligation survives the Agreement.

24. INVALID OR UNENFORCEABLE PROVISIONS

If any provision of this Agreement is for any reason, found to be invalid or unenforceable by a body of competent jurisdiction, that provision shall be deemed severed from this Agreement and such invalidity, illegality or unenforceability shall not affect the validity of any other of its provision.

Initials _____ / _____
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Appendix D - Specifications General and Scope of Work

FENCING SPECIFICATIONS, STANDARDS and GENERAL DESCRIPTION

Fencing shall consist of supplying and erecting and taking down of wire fence, gates and related appurtenances as per the County of Vermilion River's fencing specifications. Work will be completed in accordance with these specifications and in conformance with the dimensions, details and requirements shown on the plans or as directed by the County.

Fencing will be completed in accordance the County of Vermilion River's Standards as per County Policy PW 001 – Fencing.

1. COUNTY FENCING STANDARDS

1. When a fence is to be built or replaced, the County standard will be:
 - a. 76 mm to 101 mm diameter x 183 cm in length pressure treated posts spaced approximately 3.75 meters apart;
 - b. 4 strands of barbed wire to be installed;
 - c. Inclusion of substantial corner posts 127 mm to 152 mm diameter x 213 cm in length pressure treated posts, braces 100 mm x 100 mm pressure treated single brace;
 - d. Inclusive of 4 strand barbed wire gates with wooden posts;
 - e. The use of 1 ¾" barbed staples.
2. Any fences other than those noted above are not covered under any County policy.
3. Should the landowner request that additional strands of wire be installed to bring the number of strands to more than 4, the landowner will be responsible to supply the additional wire and pay the contractor for its installation by private arrangement.

Details of the County standards are shown on the drawings. The use of alternative fencing will be allowed only when specified and approved by the County.

2. MATERIALS

The Contractor shall supply all materials for new fencing, including posts, wire, staples, and gates. In the event that the County approves the use of salvageable materials where specified, existing fences shall be taken down and re-erected to standards approved by the County.

3. CONSTRUCTION GENERAL

Fencing shall be constructed in accordance with the plans, at the locations as designated on the plans and Drawing or as directed by the County. All trees, brush, or other obstacles which interfere with the construction of the fence shall be removed prior to commencing fence construction. Openings for gates shall be provided at locations designated by the County. The whole work of fencing shall be carried out in a substantial and workmanlike manner.

Appendix D – Cont'd

4. Posts

The posts shall be either pounded in and/or set in holes to the required depth and shall be in plumb and in a firm position to the line and spacing shown on the plans or as directed by the County.

Post that are set in holes shall be placed in holes large enough to allow for proper tamping. Posts shall be set with the pointed end down. Backfill shall be placed in layers not exceeding 0.15 m, and compacted by hand tampers, machine tampers, or other suitable equipment. Completed backfill shall be crowned slightly to permit drainage away from the posts.

Driving of posts, including methods employing drilled pilot holes, will only be permitted if the results of these methods produces a satisfactory, uniform, undamaged product, with the post firmly implanted into the soil to the depth as indicated on the plans. If, in the opinion of the County, the results obtained from the driving of posts, as described, are not satisfactory, then this method shall be discontinued.

Posts must be manufacture pre sharpened and sharpening of posts will not be permitted.

Intermediate brace posts shall be erected in conformance with the maximum spacing requirements as shown on the plans, or at such additional locations as directed by the County.

5. Temporary Fencing - Metal Stays and Reflective Tubing

Where applicable, metal stays may be installed to the line and spacing as shown on the plans or as directed by the County. Fence wire shall be placed into the pre-punched slots of the metal stay and locked in place with a keeper wire inserted into the back of the metal stay. Reflective tubing shall be installed between the top wire and the second wire at each metal stay as indicated on the drawings.

6. Wire

All fence wire shall be pulled tight with hand stretchers, or tensioning apparatus capable of adjustment. The use of tractors or trucks for tightening the fence wire will not be permitted, unless the pull is controlled by adjustable tensioning apparatus.

7. Gates

Gates shall be constructed and located as directed by the County. All gates shall be constructed and/or installed in a workmanlike manner.

Appendix D – Cont'd

8. Taking Down and Re-Erecting of Existing Fence

Where specified, existing fences shall be taken down, the materials carefully salvaged, and the fence re-erected in accordance with the County specifications. Fencing materials damaged through the carelessness of the Contractor shall be replaced at his expense.

9. Remove and Salvage of Existing Fences

Where removal and salvage of existing fences is specified, the Contractor shall carefully take down the fence, roll the wire, and pile and place the material at locations as directed by the County. Materials that are not suitable for salvage shall be disposed of at locations as directed or acceptable to the County.

10. Remove and Dispose of Existing Fences

Where removal and disposal of existing fences is specified, the Contractor shall completely remove the fence and dispose of all materials at locations acceptable to the County.

11. MEASUREMENT AND PAYMENT – GENERAL

The construction of fences and the taking down and re-erecting of existing fences will be measured by the metre, complete in place, including the length across constructed, installed or re-erected gates. Where fences are removed only, the existing fence will be measured by the meter, or fraction thereof.

Length measurement will be calculated on the basis of through highway centerline chainage for fencing parallel to the highway, and on the basis of measured length in all other cases.

12. Supply and Install New Fence

Payment will be made at the unit price bid per metre for "New Fence - Supply and Install", of the class specified, complete in place, and including the installation of gates. This payment will be full compensation for supplying all materials, constructing the fence and for all equipment, tools, labour and incidentals necessary to complete the Work.

13. Taking Down and Re-Erecting Existing Fence

Payment will be made at the unit price bid per metre for "Taking Down and Re-erecting Existing Fence", of the class specified. This payment will be full compensation for taking down, salvaging and re-erecting the fence, and for all equipment, tools, labour and incidentals necessary to complete the Work.

14. Remove and Salvage of Existing Fences

Payment will be made at the unit price bid per meter for "Remove and Salvage of Existing Fence". This payment will be full compensation for removing and stockpiling salvaged materials and/or



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disposing of unsalvageable materials; and for all equipment, tools, labour and incidentals necessary to complete the Work.

Appendix D – Cont'd

15. Remove and Dispose of Existing Fences

Payment will be made at the unit price bid per metre for "Remove and Dispose of Existing Fence". This payment will be full compensation for removing and disposing of the fence and for all equipment, tools, labour and incidentals necessary to complete the Work.

16. Clearing Fence Line

The County will endeavor to complete the removal of trees, brush, or other obstacles that in the opinion of the County will interfere with the installation of the fence. Upon pre approval of the County the contractor may complete the clearing of the obstructions on a unit cost per metre rate.