

**TRANSFER STATION SUPERVISOR  
CONTRACT**

THIS agreement made and concluded in duplicate as of this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, between the County of Grande Prairie No. 1 (hereinafter called “the Owner”) of the first part and \_\_\_\_\_ of the \_\_\_\_\_ Postal District \_\_\_\_\_ of \_\_\_\_\_ in the Province of Alberta (hereinafter called “the Contractor”) of the second part.

WITNESSETH, that for and in consideration of the covenants and agreements on the part of the County, hereinafter contained and the prices hereinafter mentioned, the Contractor for himself, his executors, administrators and assigns, covenants and agrees with the Owner to do, furnish and perform the works, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

**TRANSFER STATION SITE SUPERVISOR**

in the strict accordance with the list of responsibilities of said work hereto attached. IT is mutually agreed that the attached bid of the Contactor, together with the list of responsibilities and any provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the County that all just claims for labour and for damages in connection with the work have been paid, the County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done at the unit price stated in the Contractor's attached tender form.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand as of the day and year herein mentioned, and these presents have been signed and sealed by the County of Grande Prairie No. 1.

SIGNED, AND DELIVERED BY  
THE CONTRACTOR IN THE PRESENCE OF:

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_

PER: \_\_\_\_\_  
(Contractor)

SIGNED AND SEALED ON BEHALF OF THE  
COUNTY OF GRANDE PRAIRIE NO. 1

PER: \_\_\_\_\_  
PUBLIC WORKS SUPERINTENDENT

SPECIAL PROVISIONS

**ARTICLE 1**

- 1.1 The Contractor agrees to provide all labor and transportation necessary to perform supervision services for the County of Grande Prairie No. 1 at the Transfer Station site.
- 1.2 Work performed under this Agreement shall take place during the designated hours only, unless otherwise directed by the Public Works Department representative.

**ARTICLE 2**

TERM OF AGREEMENT

- 2.1 The Agreement period shall be from \_\_\_\_\_ to \_\_\_\_\_
- 2.2 The Parties may mutually agree to extend the Agreement for an additional two (2) year period by each Party providing to the other Party written notice of intention to extend the Agreement by no later than \_\_\_\_\_.

**ARTICLE 3**

PAYMENT

- 3.1 The County shall pay the Contractor for the performance of the Agreement at the prices described in the Contract Bid Sheet, subject to the terms and conditions set forth in the Contract Special Provisions.
- 3.2 Subject to Section 2 of the Special Provisions, herein, the hours of work to be paid will be those hours during which to Contractor is actually employed in the activity of supervising the site.
- 3.3 Payment for work will be made to the Contractor every 30 days upon the County receiving from the Contractor approved invoices setting out the hours worked, at the price described on the Contract Bid Sheet. The following information must be supplied with each invoice:
  - 3.3.1 dates worked;
  - 3.3.2 letter of clearance in applicable industry from Worker's Compensation;

Invoices should be forwarded for approval to the Public Works Department. Invoices received without the required information will be returned to the Contractor for completion and may result in payment delays.

#### **ARTICLE 4**

##### **SCOPE OF TENDER**

- 4.1 The tender submitted shall be a weekly rate for the supply of site supervision of the Transfer Station site, which, without restricting the generality of the foregoing shall include Transportation, Insurance and Worker's Compensation coverage.
- 4.2 The Contractor shall be reimbursed at an agreed upon hourly rate for the provision of equipment to push in and maintain the site as agreed upon by the County of Grande Prairie No. 1.

#### **ARTICLE 5**

##### **ASSUMPTION OF LIABILITY, WAIVER AND INDEMNITY**

- 5.1 The Contractor shall be responsible for any damage to any property resulting from work or services being performed pursuant to this Agreement.
- 5.2 The Contractor shall not make any claim against the County, its elected officials, officers, employees, servants, agents, contractors, and rate-payers, which without restricting the generality of the foregoing shall include any claim founded in contract or negligence with respect to any occurrence, incident, accident, or happening related to the Agreement or the subject matter thereof.
- 5.3 The Contractor shall indemnify and save harmless the County, its elected officials, officers, employees, servants, agents, contractors, and rate-payers, which without limiting the generality if the forgoing, shall include the costs of legal defense, with respect to any suit, proceeding, claim or demand made brought by a third party, which without restricting the generality of the foregoing shall include any suit, proceeding, or demand founded in contract or negligence arising out of any occurrence, incident, accident, or happening relating to the Agreement or the subject matter thereof.

## **ARTICLE 6**

### **INSURANCE**

- 6.1 The Contractor shall at his own expense provide the following insurance:
  - 6.1.1 Comprehensive General Liability Insurance of such type and under such terms as are satisfactory to the County in an amount of not less than one MILLION DOLLARS (1,000,000.00) per occurrence throughout the life of the Agreement with the Contractor solely responsible for all deductible amounts under these insurance policies.

## **ARTICLE 7**

### **COMMENCEMENT AND DISCONTINUANCE OF WORK**

- 7.1 The Contractor shall commence and discontinue work and services as contemplated in this Agreement only upon the direction of the Public Works Department representative. Hours of work will be regulated solely by the direction of the Public Works Department representative.

## **ARTICLE 8**

### **TERMINATION OF AGREEMENT**

- 8.1 Failure to provide the services provided for in this Agreement to the Satisfaction of the County may at the sole and absolute discretion of the County or its representative result in the termination of the Agreement, as follows:
  - 8.1.1 The County may terminate the Agreement at anytime without penalty upon giving the Contractor thirty (30) days written notice of such termination;
  - 8.1.2 Upon termination of the Agreement, the Contractor shall not perform any further work in connection with the Agreement except to advise the County of the work completed to termination date;
  - 8.1.3 The Contractor may terminate this Agreement upon giving thirty (30) days written notice to the County.

**ARTICLE 9**

**ASSIGNMENT**

9.1 This Agreement shall not be assignment by the Contractor in whole or in part without the prior written permission of the County.

**ARTICLE 10**

**NOTICE**

10.1 Any notice, payment or other communication or instrument required or permitted pursuant to his Agreement shall be in writing and shall be delivered personally or may be mailed by prepaid registered mail addressed as follows:

10.1.1 In case of notice, payment or communication to the County, to:

County of Grande Prairie No. 1  
10001 – 84 Avenue  
Clairmont, AB T0H 0W0  
**Attention:** Steve Madden  
Environment Manager

10.1.2 In case of notice, payment or communication to the Contract, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

10.2 Either Party may change its mailing or delivery address by giving to the other Party written notice to that effect.

10.3 Every notice mailed at any post office in Canada by prepaid registered post in an envelope addressed to the Party to whom the notice is directed shall be deemed to have been given to and received by the addressee the seventh ( ) business day following the mailing, except where there exists a labour strike or other postal interruption resulting in interference with normal mail delivery to the addressee, in which case notice, payment or other communication shall be in writing and shall be delivered to the Party at the above address and such notice shall be effective only if and when actually delivered.

**BID TO PROVIDE SUPERVISOR DUTIES**

**ELMWORTH TRANSFER STATION**

**NE 18-70-11, W6M**

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Having read and understood the list of Site Supervisor responsibilities, my bid for said services is as noted:

**2010/2011**            \$ \_\_\_\_\_/week

                             \$ \_\_\_\_\_/hour (rate for additional work required)

**2012**                 \$ \_\_\_\_\_/week

                             \$ \_\_\_\_\_/hour (rate for additional work required)

**Note:** The hourly rate will be used only when the supervisor is requested to work in excess of the standard hours of operation.

It is understood that included in the quoted rates of remuneration, I agree to provide my own transportation, Insurance and Worker's Compensation coverage.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address Postal Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

## **TRANSFER STATION**

### **SITE SUPERVISOR RESPONSIBILITIES**

The Supervisor is responsible for the daily operation of the Transfer Station site during the posted hours of operation:

Wednesday 10:00 a.m. - 6:00 p.m.

Saturday 10:00 a.m. - 6:00 p.m.

The Supervisor's duties are to include, but not be limited to, the following:

- a) Site maintenance including picking up of windblown and scattered litter;
- b) Ensuring that wastes are deposited in the appropriate location as designated;
- c) Control of the type of wastes deposited;
- d) Ensuring that no unauthorized scavenging occurs;
- e) Obtaining information from site users as required on the information sheets as provided and submitting to the Public Works Department on a monthly basis;
- f) Ensuring that the site is operated in a safe and systematic manner so as to meet the conditions as outlined in the Permit to Operate;
- g) Operator must maintain a neat personal appearance.