

May 25, 2015

## MASTER RECREATION PLAN – SOUTH WINDERMERE DRIVE PATHWAY CONSTRUCTION

### PROJECT SCOPE DESCRIPTION

To construct a level asphalt pathway which ties-in with the natural landscape south of Windermere Drive within the AltaLink / Melcor Corridor to Chestermere Blvd. Project to include pathway connections to the existing Oakmere Way and Chestermere Blvd cross paths. (Photos, Location Map, and Regional Pathway Section Detail attached) ***Project completion shall be on or before July 31, 2015.***

### PROJECT DELIVERABLES

ITEM		DESCRIPTION
1	Pathway	Excavation, preparation and construction of sub-grade and installation of asphalt surface for a field-fitted pathway of approximately 550 m in length and 3.0 m wide. Pathway to follow, where, possible, an existing natural path that has been formed from pedestrian use and connect to existing asphalt pathways at Oakmere Way and Chestermere Blvd.
2	Protection of Trees & Plantings	Where required, installation of protective barrier around existing native vegetation (ensure no piling of debris or driving equipment in the protective areas).
3	Stormwater	Pathway construction shall maintain all existing overland drainage patterns and ensure no trapped low areas located on the pathway surface (100% contractor's responsibility).
4	Landscaping	All disturbed areas to be dressed with loam and seeded/hydro-mulched (Urban 'D' or 'F' Mix)

### EROSION SEDIMENT CONTROL (ESC)

If Erosion Sediment Control (ESC) measures are required, measures shall comply with the City of Chestermere Engineering Standards. All ESC measures must be installed according to manufacturer's specifications and/or shown on an approved ESC plan. All ESC measures installed must be maintained throughout the project and removed prior to the last inspection/substantial completion.

### THIRD PARTY CONSTRUCTION CONDITIONS (IF APPLICABLE)

ITEM	DESCRIPTION
AltaLink	When constructing within the AltaLink corridor, all construction terms and conditions (standard and specific) shall comply with the AltaLink crossing agreement with the City (a copy of the crossing agreement is attached). Note: A 5.0 m air gap must be maintained at all times around persons and workers (i.e. from overhead wires and structures); no parking under lines; no dump trucks to raise their beds under the lines, and no waste materials to be left on-site. The area is to be left in its original condition following construction.

## GENERAL CONSTRUCTION CONDITIONS

All components of the project shall comply with the City of Chestermere Landscape Standards and Specifications, including by not limited to:

- 1) City's Project Coordinator shall be given a minimum of 24 hours to review pathway layout prior to construction.
- 2) All weeds and unusable waste materials to be removed offsite. Clean loam may be stockpiled on site for re-use to backfill the sides of pathway.
- 3) Pricing to include all utility locates and any hydrovac work necessary.
- 4) No extra payment will be made for pumping or removal of surface water that may be necessary to allow construction.
- 5) The contractor is responsible for obtaining and using a hydrant meter from the Chestermere Utility Incorporated (CUI) for use of City water as required during construction.
- 6) Pricing to include all temporary traffic/detour/signage requirements to accommodate loading and off-loading of equipment and materials on a public road.

## GENERAL INFORMATION:

*All current editions of the City of Chestermere's Standards and Specifications documents may be viewed or downloaded from our office website [www.chestermere.ca](http://www.chestermere.ca).*

*Chestermere Utilities Inc. (CUI) located at 403, 320 West Creek Drive, Chestermere Tel: 403.207.7100*

## QUALIFICATIONS AND CONTRACTOR SAFETY RESPONSIBILITIES

Attached is the Prime Contractor Directive and Contractor Safety Responsibilities documents listing the City's current requirements to bid and qualifications for Prime Contractor Status. Other details of note include but are not limited to:

- 1) Must have or be willing to obtain a City of Chestermere business license.
- 2) Must be willing to accept Prime Contractor status.
- 3) Must have Certificate of Recognition (COR).
- 4) Contractor required to provide proof of General Liability Insurance (\$5 million), Worker's Compensation Insurance and an effective Health, Safety & Environment program before starting work.
- 5) Must provide a guarantee that all quoted prices will be honoured for a specified period from the submission date, a minimum of 60 days.
- 6) To set up a time to attend the site, contact Catherine Boddington (contact information on page 3).

**NOTE: For first time contractors applying to work for the City of Chestermere, you must provide three (3) references of comparable projects status. The City will not complete any agreement without adequate reference checks.**



## MEASURABLE PROJECT OUTCOMES AND ACCEPTANCE CRITERIA (FINAL CRITERIA TO BE DISCUSSED WITH CONTRACTOR PRIOR TO START OF CONSTRUCTION)

Acceptance Criteria includes, but not limited to:

- 1) Installed pathway is an even surface and provides a safe passage for users (i.e. no tripping hazards).
- 2) Installed pathway meets with the City of Chestermere standards.
- 3) All disturbed areas have been backfilled and dressed with loam, seeded, and grass established.
- 4) Contractor has maintained all existing overland drainage patterns and ensured no trapped low areas on pathway surface.
- 5) Contractor has disposed of all unusable material offsite.
- 6) All ESC measures installed have been removed.

## SUBMISSION INFORMATION

If your firm is interested in and is able to complete this project on behalf of the City of Chestermere, a proposal must be either submitted on paper [two (2) copies] or sent electronically as a PDF to:

Catherine Boddington, Project Coordinator  
Project Management Office  
City of Chestermere  
105 Marina Road, Chestermere, AB T1X 1V7  
T . 403.207.8147 E . [cboddington@chestermere.ca](mailto:cboddington@chestermere.ca)

### Closing date for submissions:

**Friday, June 5, 2015**

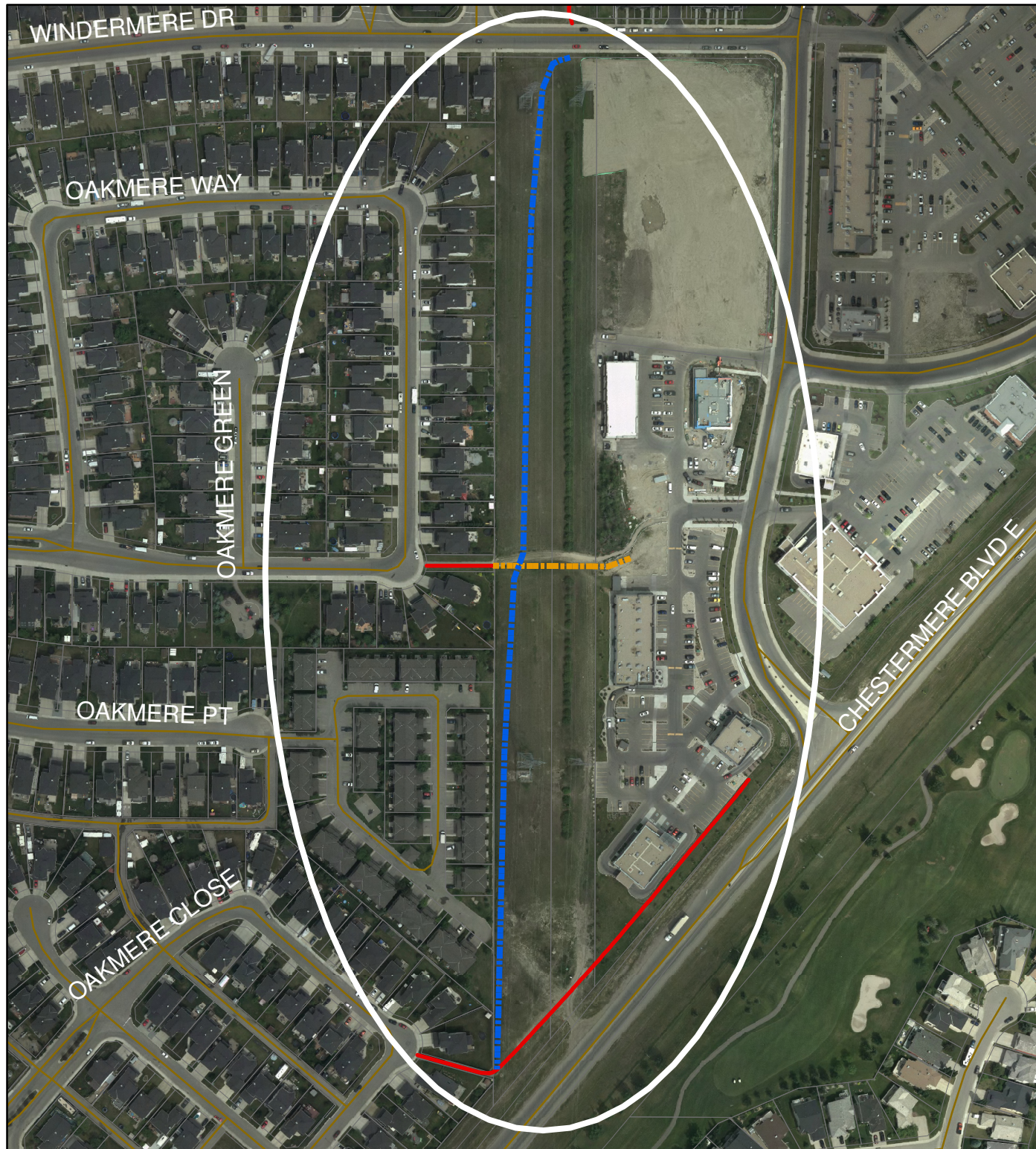
**No later than 4:00 PM (local time)**

The project is expected to be awarded to the successful proponent no later than **June 12, 2015**.

This RFQ does not commit the City to award a contract. The City reserves the right, in its sole discretion, to accept or reject any proposals when it is in the public interest to do so; to waive minor informalities of proposals; or to cancel, revise or extend solicitation. The City realizes that conditions other than a price are important and will award the project based on the proposal that best meets the needs of the City.







## City of Chestermere Proposed Pathway Locations - To Be Constructed, 2015 -

### Legend

#### 2015 Proposed Pathway Construction

- MRP - Project B - Oakmere Extension
- MRP - Project D - South of Windermere
- MRP - Project F - W Lakeview Inlet & Close
- Existing Pathways



City of Chestermere  
May, 2015 PR.6724017



1 : 3 000

*Note: This map is for general illustration  
purposes only.*





**CITY OF CHESTERMERE**  
Project Management Office

PR.6724017  
May, 2015

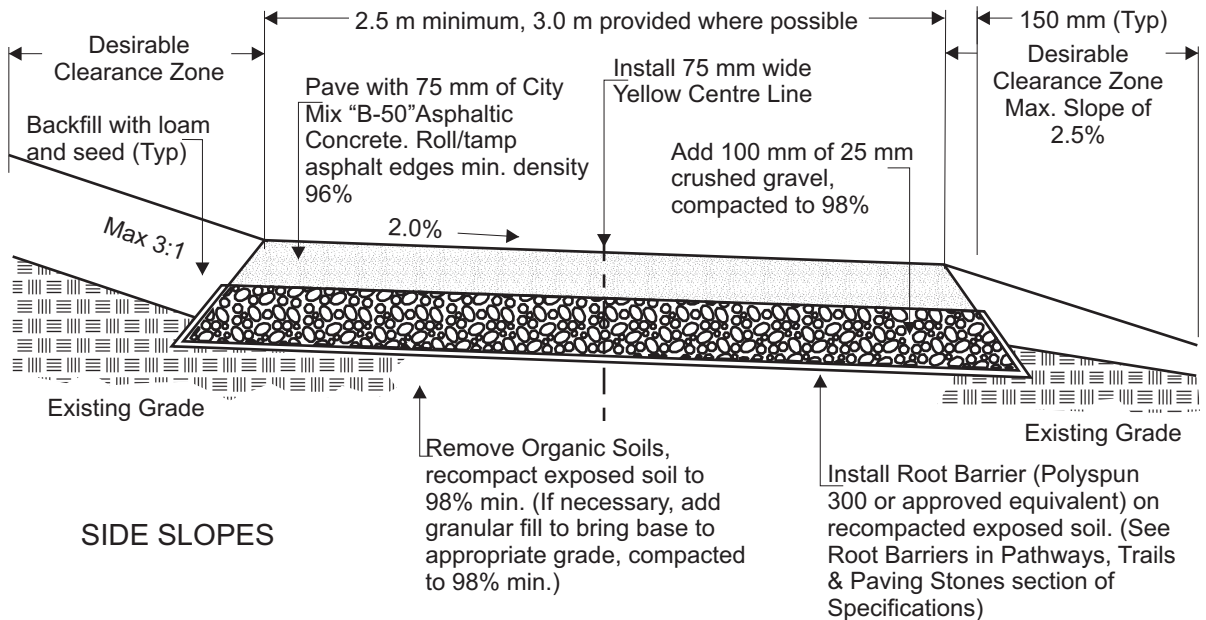
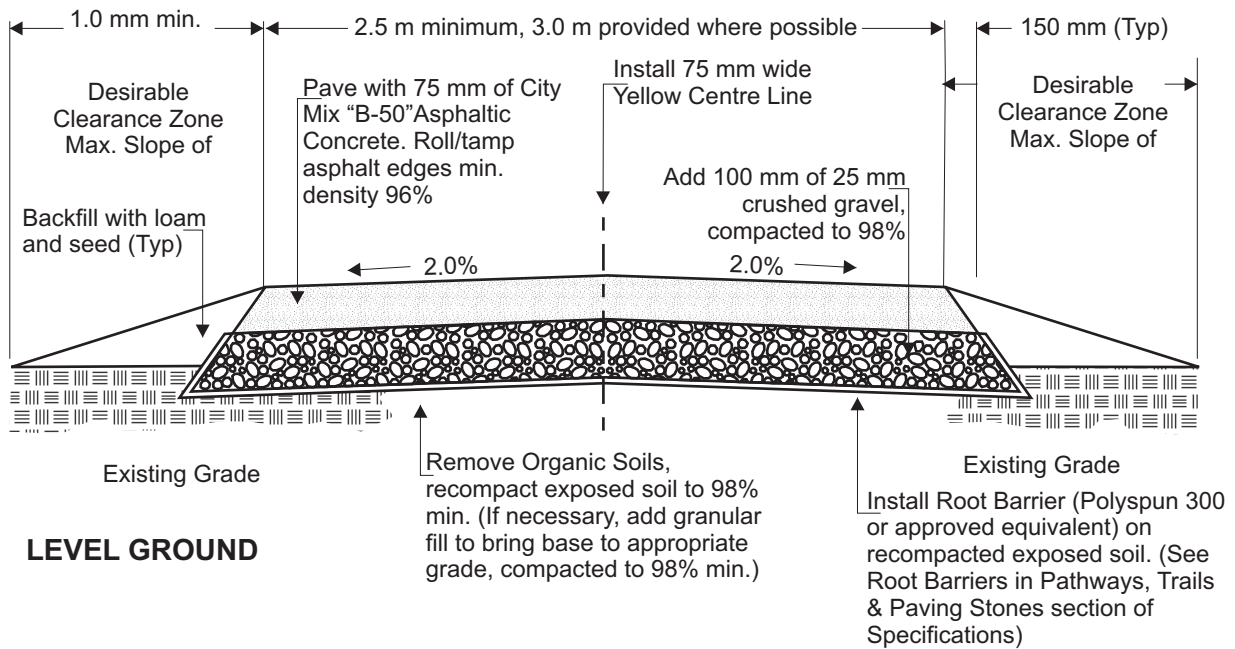
**SHEET TITLE:**  
Project D - Asphalt Pathway  
- South of Windermere Drive -

**PROJECT TITLE:**  
Master Recreation Plan - Pathways

<b>SHEET NO:</b>	1
<b>DRAWN BY:</b>	CB
<b>DATE:</b>	May 23, 2015
<b>SCALE:</b>	NTS

*Photo Source:*  
Cathy Boddington, Project Coordinator (TOC)

**LEGEND & REFERENCES:**



#### TOWN OF CHESTERMERE

Development & Infrastructure  
Services  
Parks Department



PR.0020.11  
December, 2014

#### SHEET TITLE:

Regional Pathway  
- Typical Cross Sections -

#### LANDSCAPE STANDARDS & SPECIFICATIONS

#### SHEET NO:

TOC-LS 46

#### DRAWN BY:

CB

#### DATE:

2013Aug

#### SCALE:

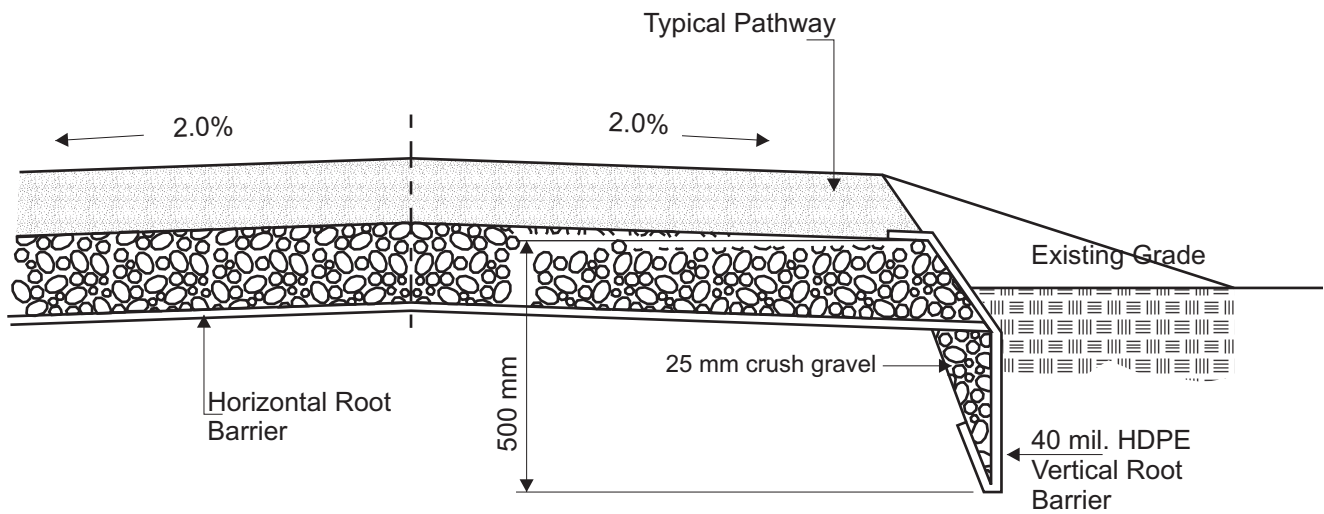
N.T.S.

*Units are in metres unless otherwise noted.*

*Source: City of Calgary Standard Specifications for Landscape Construction, 2013.*

#### LEGEND & REFERENCES:

1. Asphalt Type "B" Mix. Refer to City of Calgary Road Construction Standard Specifications.
2. Where Regional Pathway replaces a town sidewalk or is installed in a road right-of-way the desirable clearance zones will not apply.
3. Safety railing, if required, may be installed within the desirable clearance zones.



# **TOWN OF CHESTERMERE**

Development & Infrastructure  
Services  
Parks Department



PR.0020.11  
December, 2014

## **SHEET TITLE:**

Root Barriers

## **LANDSCAPE STANDARDS & SPECIFICATIONS**

## **SHEET NO:**

TOC-LS 47

## **DRAWN BY:**

CB

## **DATE:**

2013Sept

## **SCALE:**

N.T.S.

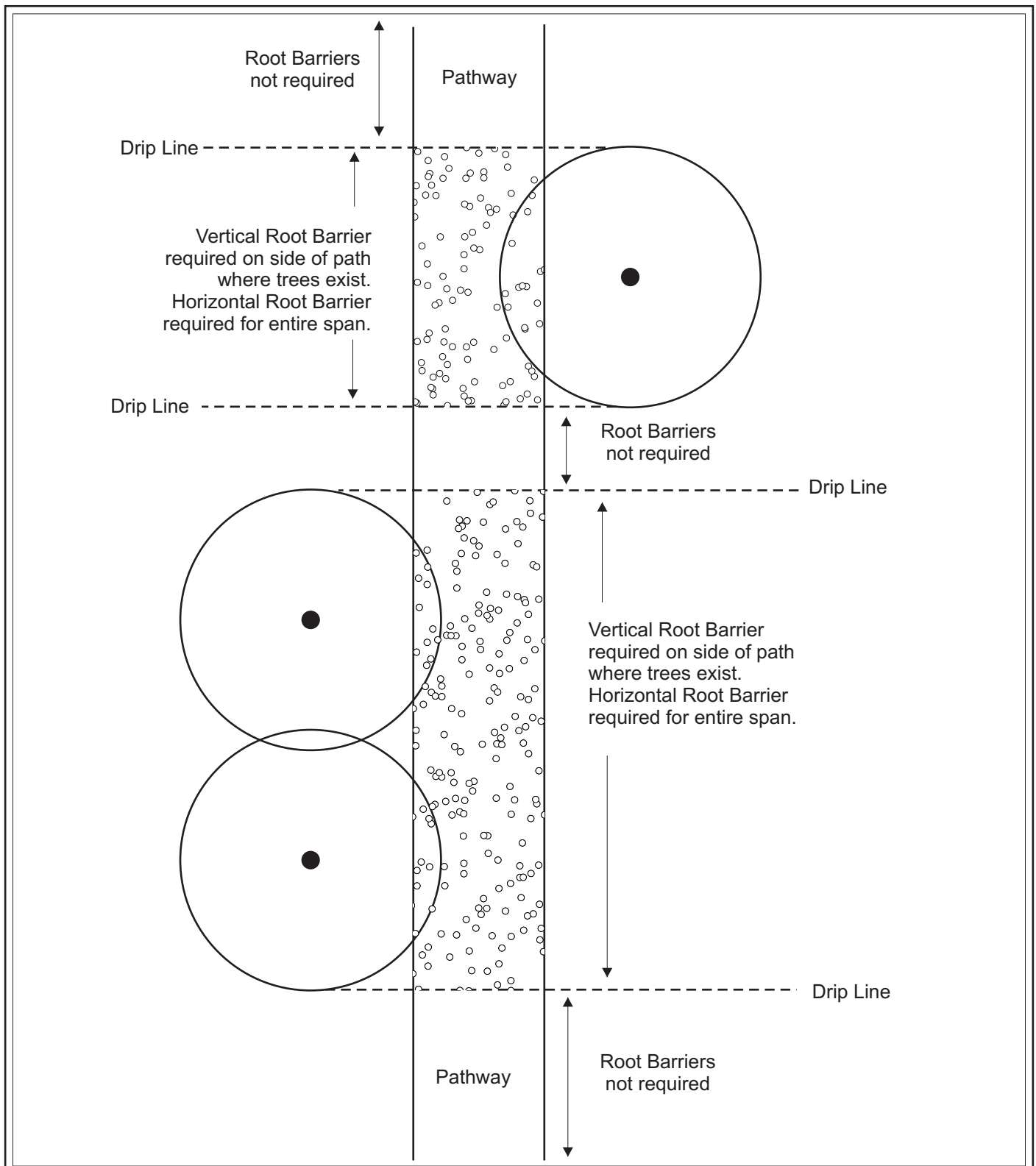
*Units are in metres unless otherwise noted.*

*Source: City of Calgary Standard  
Specifications for Landscape  
Construction, 2013.*

## **LEGEND & REFERENCES:**

1. Within street right-of-way, compaction of 100 mm of 25 mm crushed gravel shall be 100% in accordance with Section 305.02.01 of the City of Calgary Roads Construction Standard Specifications.





**TOWN OF CHESTERMERE**

Development & Infrastructure  
Services  
Parks Department



PR.0020.11  
December, 2014

**SHEET TITLE:**

Root Barriers  
- Location -

**LANDSCAPE STANDARDS &  
SPECIFICATIONS**

**SHEET NO:**

TOC-LS 48

**DRAWN BY:**

CB

**DATE:**

2013Sept

**SCALE:**

N.T.S.

Source: City of Calgary Standard  
Specifications for Landscape  
Construction, 2013.

**LEGEND & REFERENCES:**



**CONTRACT  
LAND STAFF**

September 15, 2014

Via Email: [jreyes@chestermere.ca](mailto:jreyes@chestermere.ca)

Town of Chestermere  
105 Marina Road  
Chestermere, AB

Attention: Jose Reyes

**RE: AltaLink Agreement –  
Your File: NE 15-24-28 W4M  
Our File: S2601**

Further to your request, AltaLink L.P. has reviewed your proposal and attached is the AltaLink L.P. approval for:

**Grantee must enter into a recreational license agreement with AltaLink. Please contact AltaLink Land Department at 1-855-267-3479.**

**This agreement covers only pathways and temporary workspace between str # 374-377 of 901L and between str # 379-380 of 929L. Any additional work and/or facility will require prior approval by AltaLink together with additional AltaLink agreement(s) as required by AltaLink.**

**Please note pages 2, 3, 4, 14 and final page of this AltaLink Agreement require information, dates and signatures as applicable.**

**Upon execution, please return to the undersigned and a signed copy will be returned to you. Please note that as per the terms of the agreement, an executed copy of the agreement is required at the work site. If you have any questions, please contact me at 780-732-0458.**

Also note, the Grantee is responsible for a 72 hour notification prior to the commencement of the project. Please contact the **AltaLink Field Representative indicated on page 14** of this AltaLink agreement.

Respectfully,

Contract Land Staff  
(Agent for AltaLink L. P.)

Susie Evans  
Administrator  
[crossings@shaw.ca](mailto:crossings@shaw.ca)

**1.01 AGREEMENT****S2601**

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**FACILITY CROSSING – PART 1**

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**Contents****(Part 1) – Crossing Agreement**

Contains:

- Agreement
- Schedule B (location Plan and Profile)
- Schedule C (specific Terms and Conditions)

**(Part 2) – Terms and Conditions**

Please print out this file and hand-write or type the necessary components

**Instructions**

This Facility Crossing Agreement was developed to help streamline the process of federal and provincial crossing agreements.

Components of this agreement are as follows:

- Agreement – **Facility Crossing Agreement** (see instructions below)
- Schedule A – **Mutually Agreed to Terms and Conditions**
- Schedule B – **Location Plan and Profile**
- Schedule C – **Specific Terms and Conditions**

The Agreement can be used as follows:

- Print and complete by filling in the blanks;
- The intent of the **Crossing Agreement** format is to streamline procedural requirements to ensure crossing administration efficiency within the industry.

**NOTE: To be valid, Schedule “A”, *Terms and Conditions*, must not be altered****Crossing Agreement**To use the attached as a **Crossing Agreement**,

- develop two Agreements, one to be executed by grantor and one by grantee;
- complete page 1 of Schedule A;
- provide each party with a copy of **Crossing Agreement** and Schedule A.
- exchange Schedules B and C only when specific crossing approvals are required between the two parties involved.



**Part 1**

**THIS AGREEMENT** is made and effective as of the 15<sup>th</sup> day of September, 2014.

**Between**

**AltaLink, L.P. (“Grantor”)**

*(hereinafter and in Schedules A, B & C referred to as the Grantor)*

**and**

**Town of Chestermere (“Grantee”)**

*(hereinafter and in Schedules A, B & C referred to as the Grantee)*

**WHEREAS** Grantor operates under the jurisdiction of the Province of Alberta, and the AUC (Alberta Utilities Commission) and holds one or more rights-of way across the said lands and has constructed, operates and maintains transmission facilities as defined by the Electric Utilities Act (Alberta), hereinafter referred to as **“Grantor’s Facility”**; and

**WHEREAS** Grantee operates under the jurisdiction of the Town of Chestermere, and proposes to install a “Facility” as described in Schedule “A” of this Agreement across the said lands and has constructed a Facility hereinafter referred to as **“Grantee’s Facility”**; and

**Whereas** the rights-of-way and/or Facilities of the respective parties intersect in the Crossing Area; and

**Whereas** the parties wish to define their respective rights and liabilities with respect to the Crossing Area under certain terms and conditions defined in Schedule “A”.

**Now therefore this agreement witnesses** that in consideration of the premises, mutual covenants and agreements herein contained, the parties agree that their respective Work in the Crossing Area shall be governed by this Agreement together with the Schedules as herein described.

## 1. Terms and Conditions

This Agreement, including the recitals and the following Schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule "A" – Mutually Agreed to Terms and Conditions.

Schedule "B" – Location Plan and Profile.

Schedule "C" – Specific Terms and Conditions.

## 2. Location and Notices

### (a) Location of Crossing Area (Legal Description)

The Grantee will provide individual plans to the Grantor outlining the proposed crossing locations for each project. The plans, when approved, shall become part of Schedule "B" of this Agreement.

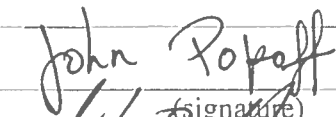
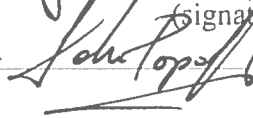
### (b) Notices

	Grantor's Corporate Office	Grantee's Corporate Office
Name:	AltaLink, L.P.	Town of Chestermere
Address:	2611 3 <sup>rd</sup> Ave SE Calgary, AB T2A 7W7	105 Marina Rd. Chestermere, AB T1X 1V7
Dept:	Land Department	DIS
Contact:	Danny MacDonald	Jose Reyes
Phone:	(403) 387-3561	(403) 207-7082
Fax:	(403) 267-3404	(403) 207-2817
Email		

### (c) Field Representative:

The Grantor's and Grantee's Field Representative's name, addresses and telephone numbers will be provided on each addendum Schedule "C" at the time the crossing location is determined and the plan approved.

In Witness Whereof the parties hereto have caused this Agreement to be duly executed.

AltaLink, L.P., by its General Partner, AltaLink Management Ltd. (Grantor)	Town of Chestermere (Grantee)
SEE BELOW	
(signature)	(signature)
Per:	Per: 

CONSENT: CLS Contract Land Staff is authorized by AltaLink L.P., to sign as an authorized agent of AltaLink, L.P. the Facility Crossing Agreement and any schedules attached thereto.

By:  Date: Oct. 1, 2014.  
Susie Evans



**FACILITY CROSSING AGREEMENT – PART 2****Schedule A****Mutually Agreed to Terms and Conditions**

Schedule A forms part of the Facility Crossing Agreement.

Between

**AltaLink, L.P. (“Grantor”)**

and

**Town of Chestermere (“Grantee”)**

Dated the 15<sup>th</sup> day of September, 2014.

**1. Interpretation**

1.01. In this Agreement, including the recitals, the words and terms used shall have the following meanings:

- (a) “Crossing Area” means the area of intersection of Grantor’s and Grantee’s rights of way and/or Facilities as outlined in red on Schedule “B”;
- (b) “Grantee’s Facility” means the facility or facilities to be constructed by Grantee and to be located within, across, along, upon, over or under the Crossing Area;
- (c) “Grantor’s Facility” means the facility or facilities of Grantor located within, across, along, upon, over or under the Crossing Area;
- (d) “Facility” means:
  - i) any structure that is constructed or placed on or in the right-of-way within the Crossing Area (concrete slab, concrete conduit, retaining wall, special fences such as chain link, etc.); and
  - ii) any highway, public or private road, railway, irrigation ditch, drain, drainage system, sewer, dike, cable line, telecommunication line, telephone line or line for the transmission of hydrocarbons, power or any other substance that is or is to be carried across, along, upon, over or under the Crossing Area;
- (e) “said lands” means the lands described in Schedule “B”;

- (f) “the Body of this Agreement” means the Agreement to which this Schedule is attached and which has been executed by the parties;
- (g) “this Agreement” means the Body of this Agreement and the Schedules attached to it; and
- (h) “Work” means, with respect to a Facility, the carrying, laying, installing, constructing, maintaining, operating, repairing, inspecting, replacing, altering, removing, abandoning and such other operations as may be required from time to time.

1.02. Unless a term or provision contained in the Body of this Agreement, if acted upon, would result in violation of any code, statute, law, regulation, permit, license, or governmental order, the following shall apply:

- (a) If any term or provision conflicts with a term or provision contained in any Schedule, the term or provision in the Schedule shall prevail.
- (b) If any terms or provisions of the Schedules conflict, the following shall apply: Schedule “C”, if present, shall prevail over Schedules “A” and “B”, Schedule “B” shall prevail over Schedule “A”.

## **2. CONSENT**

Grantor hereby agrees, insofar as it has the right to do so, that the Grantee may perform the Work on Grantee’s Facility in the Crossing Area in accordance with the terms and conditions of this Agreement. In no way does this consent allow the Grantee access to the mentioned land(s) held by AltaLink (the Grantor) without first receiving permission from the landowner upon which the Proposed Works are located.

## **3. COMPLIANCE WITH STATUTES AND REGULATIONS**

Grantee shall at all times comply with any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force. The minimum applicable technical standards therein shall apply to both parties unless more stringent standards are provided for in this Agreement. If compliance with any provision of this Agreement would result in violation of any applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority, such code, statute, law, regulation, permit, license, order and direction of any governmental authority shall prevail and this Agreement shall be deemed to be amended accordingly.

## **4. POSITION OF FACILITY**

Unless otherwise indicated in any of the Schedules, or ordered by governmental authority or regulations:

- (a) Grantor’s Facility shall be entitled to the upper position in the Crossing Area except for above grade facilities;

- (b) A minimum distance of 30 centimeters shall be maintained between the external surfaces of the underground Facilities; and
- (c) Grantee's Facility shall be maintained at the same depth with no side bends for the entire width of the Crossing Area.

## 5. CONDITIONS

When Grantee performs work on Grantee's Facility in the Crossing Area, the following terms and conditions shall apply:

- (a) Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone, a minimum of 72 hours (excluding Saturdays, Sundays and Statutory Holidays) before commencement of Grantee's Work within 30 metres of the Crossing Area and, if unable to contact that person, Grantee shall serve a minimum of 72 hours written notice pursuant to Clause 8 hereof before commencement of Grantee's Work.
- (b) Grantor has the right to have a representative present at any time to inspect the Work of Grantee in the Crossing Area.
- (c) During installation pursuant to this Agreement, Grantee shall have available at the Crossing Area a copy of this Agreement.
- (d) Grantee shall be liable for and shall promptly pay all taxes, levies, rates and assessments of every description whatsoever that may be imposed, assessed or levied by any lawful authority by reason of the presence of the Work, the Grantee's Facility or the Grantee's operations on the said lands, or by reason of this Agreement or of anything done by Grantee pursuant to this Agreement. In addition, Grantee shall indemnify Grantor from and against all such taxes, levies, rates and assessments.
- (e) Grantee shall, where applicable, install and maintain during performance of the Work suitable markers indicating the location of Grantor's Facility in the Crossing Area.
- (f) Grantee shall lay down and construct its Facility in accordance with the Schedules to this Agreement.
- (g) Grantee shall carry out all Work in the Crossing Area in a proper and diligent manner and in accordance with good engineering and construction practices.
- (h) The party performing the Work shall ensure no damage occurs to existing Facilities while the Work is being performed in the Crossing Area including damage which may result from the use of heavy work equipment outside the Crossing Area while performing the Work in the Crossing Area.
- (i) Where necessary, Grantee shall support Grantor's Facility as required, or as directed by Grantor, while any Work is being carried out hereunder.



- (j) In the event that Grantor's Facility suffers contact damage or other damage as a result of Grantee's Work, Grantor shall be notified forthwith and its repair shall be carried out by Grantor at Grantee's cost.
- (k) **Where cathodic protection is required by Grantor as a result of Grantee's installation, Grantor shall design, install and thereafter maintain a cathodic protection testing station at the crossing. The Grantee shall reimburse the Grantor for all reasonable costs incurred by the Grantor in respect of the design and installation of such cathodic protection testing station.**
- (l) Grantee shall, where applicable, install and maintain suitable buried markers indicating the location of Grantee's Facility in the Crossing Area.
- (m) The terms and conditions of this consent end only upon proper abandonment and removal of the Work and completion of all clean up and reclamation work of the Work in respect of the said lands upon which the Proposed Works are located as required by Grantor acting reasonably.
- (n) Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.
- (o) Grantee shall maintain the Crossing Area in good order and condition and carry out expeditiously all Work hereunder.
- (p) Except as otherwise provided herein, the cost of Work with respect to each party's Facilities within the Crossing Area undertaken by either party shall be borne by the party requiring such Work.
- (q) The cost associated with the location, identification or supervision shall not be charged to or borne by the other party unless specified in Schedule 'C'.
- (r) If construction activities in connection with the Work include any change in the existing ground elevation beneath the overhead power lines, (other than that which may be allowed in the conditions below) a new consent must be obtained because this consent is based on the ground elevations existing as of the date of this consent.
- (s) The consent granted hereunder shall in no way limit or interfere with Grantor's use of the powerline right of way or the operation of its business.

## 6. REMEDY ON DEFAULT

In the case of default by Grantee in carrying out any of the provisions of this Agreement, Grantor may give notice thereof to Grantee. If Grantee fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, Grantor may take such steps as are appropriate to remedy such default and Grantee

shall be liable for and shall pay all reasonable costs and expenses incurred by Grantor in remedying the default.

## 7. FURTHER WORK

- (a) If, subsequent to the initial Work undertaken by Grantee for its Facility, either Grantor or Grantee desires to undertake any Work in the Crossing Area in respect of its Facility, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply *mutatis mutandis* to all subsequent Work undertaken by either party under this Clause 7; and, for further certainty, the provisions of this Agreement shall be read as if “Grantee” were substituted for “Grantor” and vice versa as the situation requires.
- (b) Notwithstanding the foregoing, installation of any Facility other than those shown on attached Schedule “B” shall require a separate Facility Crossing Agreement.
- (c) Notwithstanding the foregoing, if emergency Work in the Crossing Area is required with respect to a party’s Facility, that party shall commence the necessary Work and shall forthwith give the other party’s Field Representative verbal notice of the emergency and necessary Work, and shall forthwith give notice pursuant to Clause 8 hereof.

## 8. NOTICES

Notices shall be in writing and shall be sent to the parties at the addresses for notice shown in the Body of this Agreement. The following shall govern notices:

- (a) Either party may from time to time change its address for service by giving notice to the other party.
- (b) All notices required to be given hereunder may be delivered by hand, mailed by registered or prepaid mail, or sent by telecommunication. If mailed, the notice shall be deemed to have been received seven days (Saturdays, Sundays and Statutory Holidays excluded) after the mailing thereof. If delivered by hand, the notice shall be deemed to have been received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by telecommunication, the notice shall be deemed to have been received on the first business day following the day it was dispatched.
- (c) No notice shall be effective if mailed during any period in which Canadian postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal deliver thereof.
- (d) Notwithstanding the foregoing, to the extent described in this Agreement, Grantor’s and Grantee’s Field Representatives or designated alternates shall have the right and authority to make, give, receive any notice, information, direction or decision required in conducting work hereunder.

**9. LIABILITY AND INDEMNITY****(a) Liability:**

- i) Grantee shall be liable to Grantor for all loss, damages and expenses which Grantor may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
- ii) Grantor shall be liable to Grantee for all loss, damages and expenses which grantee may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission by Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

**(b) Indemnity:**

- i) Grantee shall indemnify and save harmless the Grantor against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantor or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
- ii) Grantor shall indemnify and save harmless the Grantee against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantee or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

- (c) Nothing contained within this Agreement is intended to abrogate, alter or diminish the statutory liability protection granted to the Grantor under the Electric Utilities Act (Alberta) and the Liability Protection Regulation (Alberta). Where, as a result of the liability or indemnity provisions contained in this Agreement, one party is liable to the other party, then the liable party is liable only for direct loss or damage suffered or incurred by that other party. As used herein, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever arising out of or in any way connected with this Agreement.**

**10. INSURANCE**

- (a) Without in any way limiting the liability of either party under this Agreement, each party shall obtain and keep in force during the term of this Agreement

comprehensive general liability insurance covering liability for bodily injury and property damage arising from Work contemplated by this Agreement. The limit of this insurance shall not be less than five million dollars, inclusive, for any one occurrence unless otherwise agreed by the parties in writing. This policy shall provide coverage for liability assumed under this Agreement.

- (b) A party upon request of the other party, shall furnish written documentation, satisfactory to the requesting party, evidencing the required coverage.
- (c) As an alternative to the five million dollar policy of comprehensive general liability insurance referred to in Subclause 10 (a), if acceptable to the other party, a party may self-insure against the risks normally covered by such a policy.

#### **11. CHANGES TO AGREEMENT**

No change, modification or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof.

#### **12. ASSIGNMENT**

- (a) Neither party to this Agreement shall assign or transfer this Agreement nor the rights and privileges hereby granted without the written consent of the other party, and such consent shall not be unreasonably withheld. The party intending to assign or transfer this Agreement shall give to the non-assigning party to this Agreement notice of its intent by registered mail.
- (b) The non-assigning party to this Agreement may require the assignor and assignee to execute a novation agreement in a form acceptable to the non-assigning party.

This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

#### **13. GOVERNING LAW**

This Agreement and the rights and obligations of the parties herein shall be governed and construed according to the laws of the province in which the Work is to occur.

#### **14. TERM**

The rights and obligations of the parties under this Agreement shall terminate:

- (a) two years from the date hereof if construction of Grantee's Facility has not commenced, or
- (b) upon proper abandonment or removal of all of Grantor's or Grantee's Facilities from the Crossing Area and the completion of any reclamation Work required by applicable laws, except for those rights acquired and obligations incurred prior to such events.

**15. MISCELLANEOUS**

- (a) In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.
- (b) Words such as "hereto", "thereto", "hereof"; and "herein", when used in this Agreement, shall be construed to refer to provisions of this Agreement.
- (c) The headings of all clauses of this Agreement, and the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- (d) Time is of the essence of this Agreement.
- (e) No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.
- (f) Any Schedules or Notices provided pursuant to the terms of this Agreement may be executed and delivered electronically, by facsimile transmission and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

**16. ENTIRE AGREEMENT**

This Agreement, including the recitals and schedules, sets forth the entire agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements and understandings, whether written or oral, between the parties dealing with the Facilities and the Crossing Area, and all rights and obligations as herein described.



### Schedule B

#### Facility-8C

Agent: Town of Chestermere

Owner: Town of Chestermere

Contract Land Staff File #: S2601

Agent File #: NE 15-24-28 W4M

Location Plan and Profile

Schedule "B" including attachments, if any, forms part of the Facility Crossing Agreement.

Between

AltaLink, L. P. (Grantor)

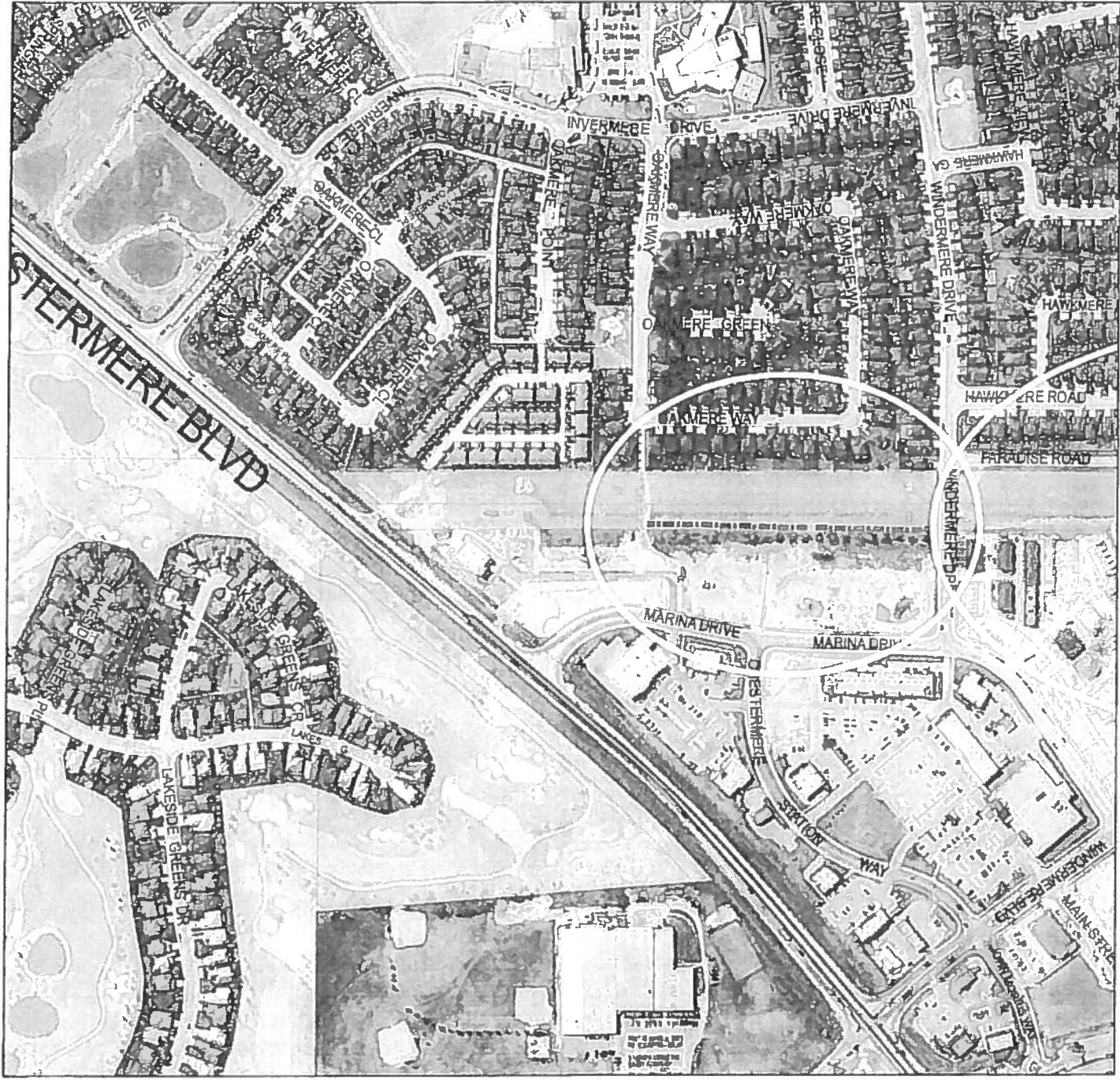
and

Town of Chestermere (Grantee)

Dated the 15<sup>th</sup> day of September, 2014.

Type of crossing	Quad	Sec	Twn	Rge	Mer	Line#	Line Size (kV)	AltaLink Str#	
Pathway and Temporary Workspace	SE NE	22 15	24	28	4--	901L	240kV	374 - 377	
Pathway and Temporary Workspace	NE	15	24	28	4	929L	240kV	379 and 380	


Schedule B to be completed at the time the crossing location is determined and the plan approved.




# Town of Chestermere Proposed Pathway Locations - To Be Constructed, 2014 -

## Legend

- Existing Pathways
- 2014 Proposed Pathway Construction
  - MRP - Project A - North Canal
  - MRP - Project B - Oakmere Extension
  - MRP - Project C - North of Windermere
  - MRP - Project D - South of Windermere
  - MRP - Project E - Seagreen Satellite
- Railway
- Highway 1
- Chestermere Blvd
- Parks
- Golf Course


**Town of Chestermere**  
 May, 2014 PR 6724018


 1 : 5 000

Note - This map is for general illustration purposes only.

## Schedule C

### Specific Terms and Conditions

Schedule "C" forms part of the Facility Crossing Agreement.

Between

AltaLink, L.P. (Grantor)

and

Town of Chestermere (Grantee)

### FIELD REPRESENTATIVE INFORMATION:

Grantor's Contact:	Dana Cormier	Grantee's Contact:	Jose Reyes
Phone number:	(403) 267-2289	Phone number:	(403) 207-7082
Cell number:	(403) 807-5328	Cell number:	
E-mail:	Dana.Cormier@Altalink.ca	Fax Number:	(403) 207-2817
<b>IN CASE OF EMERGENCY ONLY:</b>		E-mail:	jreyes@chestermere.ca
System control Centre (SCC) North Desk	(403) 267-1505	Alternate:	Main Desk (403) 207-7050
System control Centre (SCC) South Desk	(403) 267-1516		
<b>Please provide the Line and Structure number in the table on Schedule "B" when contacting the field representative</b>			

### 1. SAFETY

- (a) The Grantee shall ensure that all workers performing the Work in the vicinity of the Grantor's electrical facilities are fully aware of safe working practices applicable to such facilities, including without limitation the applicable provisions of the Safety Codes Act (Alberta) and the regulations there under, as amended or replaced from time to time.
- (b) The Grantee is responsible for developing and carrying out a **safe work plan** with respect to any hazards associated with the electrical facilities. The Grantee should identify hazards, analyze the risks, assess options and control the risks as the work takes place through a safe work plan.

### 2. GENERAL

- (a) The Grantee is responsible for obtaining the appropriate rights and consent from landowners. In no way does this Consent allow the Grantee access to the mentioned land(s) without first obtaining such rights and consents.

- (b) The Facility Crossing Agreement and approvals granted hereunder apply only with respect to the Grantor's underground and above ground facilities.
- (c) The Grantee shall reimburse the Grantor for any additional costs incurred by the Grantor in operating, maintaining, repairing, replacing, modifying or removing the Grantor's Facilities where such costs directly result from the installation and presence in the Crossing Area of the Grantee's Facility pursuant to this Agreement.
- (d) The Grantor requires unobstructed access to its lines along the right-of-way at all times.
- (e) These terms and conditions are in addition to any other statutory requirements imposed on the Grantee with respect to construction and operation of the Grantee's Facility in the vicinity of the Grantor's Facilities. Compliance with these Terms and Conditions does not relieve the Grantee of its obligation to become aware of, and to ensure compliance with, all other applicable statutory requirements, including those contained in the Alberta Utilities Commission ("AUC") pursuant to the Safety Codes Act (Alberta), as amended or replaced from time to time.
- (f) The Grantee shall perform all line clearance checks in conformance with the Safety Codes Act (Alberta) and regulations passed there under, including the Alberta Utilities Commission ("AUC"), all as amended or replaced from time to time, shall be responsible for ensuring that all such clearance measurements are conducted by qualified utility employees as that term is defined in the AUC.
- (g) The Grantee shall perform all clearance measurements at its sole risk and expense at time of installation.
- (h) The Grantee shall notify the Grantor at time of application if the clearance measurements indicate that modifications to the Grantor's Facilities are necessary or there is a planned modification or alteration to the existing ground line for compliance with the clearance requirements set forth in the AUC.
- (i) Notwithstanding Sections 6 and 14 of Schedule "A", in the event that the Grantee fails to remedy any default within 15 days as provided for in Section 6 of Schedule "A" the Grantor may, in its sole and absolute discretion, terminate the Agreement upon giving a 15 days notice in writing to the Grantee.

### 3. GRANTOR'S ABOVE GROUND FACILITIES

- (a) Any **soil disturbance** shall not occur within a minimum horizontal distance of Grantor's above ground facilities, including any poles, tower bases, underground wires, cables, electrodes, guys and anchors.
  - i) 8 meters for up to and including 69kV.
  - ii) 10 meters for 138kV.
  - iii) 25 meters for 240kV.
  - iv) 40 meters for 500kV.
- (b) When applicable, in event of a Grantee's conductor is crossing a Grantor's conductor, then both the current CSA Overhead Systems code and Alberta Utilities

Commission ("AUC") vertical clearance apply, as well as the appropriate AltaLink Standards.

- (c) The line insulators or electrical equipment must not be exposed to salt water, conductive spray or any other contaminant at any time.
- (d) The Grantee shall maintain existing (pre-construction) grade under the Grantor's Facility.
- (e) A minimum safe limit of approach must be maintained between any workers or equipment and any overhead power lines as required in the AUC.
  - i) **3.5 meters for up to and including 69kV.**
  - ii) **4.0 meters for 138kV.**
  - iii) **5.0 meters for 230kV to 260kV.**
  - iv) **7.0 meters for 500kV.**
- (f) If the Grantee's Facility includes oil or gas well bore, the minimum horizontal clearance between the well bore and any overhead power line shall be as required in the AUC.
- (g) For geophysical operations a minimum separation of 50 meters must be maintained between all Grantor's power lines and any soil disturbances.
- (h) If the Grantee intends to aerial patrol their right-of-way, aircraft warning markers shall be installed and maintained by the Grantor at the request and expense of the Grantee.
- (i) The Grantee is responsible for determining and mitigating any current and/or induction problems associated with the proposed Facility and experienced by the Grantor in any crossing areas as well as areas where the Parties are in parallel.
- (j) The Grantees facilities will be installed to a depth that allows highway commercial vehicles as described in Alberta Regulation of the Traffic Safety Act Commercial Vehicle Dimension and Weight Regulation, to cross over the Grantees facilities without additional protection or support. The Grantor shall obtain the Grantee's approval for vehicles exceeding highway gross weights or for vehicles requiring overweight permits.
- (k) Since the Grantee's facilities are to be located in the vicinity of the Grantor's power lines, such facilities will be subject to INDUCED VOLTAGES AND CURRENTS and these induced voltages and currents are potentially hazardous to persons and property when operating and maintaining the Grantee's Facilities. The Grantee hereby assumes and accepts all risks associated with induced voltages and currents including the risk of property damage, personal injury and death ("Induction Risk.") The Grantee is responsible, at its sole cost and expense, for undertaking all actions required to mitigate any such Induction Risk.
- (l) **Grantee must enter into a recreational license agreement with AltaLink. Please contact AltaLink Land Department at 1-855-267-3479.**
- (m) **This agreement covers only pathways and temporary workspace between str # 374-377 of 901L and between str # 379-380 of 929L. Any additional work**



and/or facility will require prior approval by AltaLink together with additional AltaLink agreement(s) as required by AltaLink.

- (n) The Grantee shall be responsible and liable, at their sole cost and expense, for any alterations required to their or AltaLink's facility in order to conform to the AEUC. Per AEUC rule 2-008. Any alterations required to AltaLink's facility shall be performed by AltaLink and all costs thereof shall be paid by the facility owner upon issuance of an invoice to the facility owner.
- (o) The Grantee shall ensure that a spotter /signaler or signaling system acceptable to AltaLink is in place at all times during the work to ensure that clearance and limits of approach requirements are maintained. Per AEUC rule 2-012 and Alberta OH&S 191.
- (p) A minimum separation of at least 5.0 metres shall be maintained between all 240kV overhead power lines and workers and equipment at all times. Appropriately qualified workers shall maintain minimum limits of approach as defined by AEUC rules 4-132, 4-134, 4-136, 4-140, 4-148, and 4-224. A minimum of 7.0 meters separation must be maintained at all times from all other unidentified power lines. Per Alberta OH&S 225.
- (q) Unobstructed access to AltaLink's power line/right of way/easement/vegetation control easement shall be maintained at all times.
- (r) Vehicle restriction devices shall be removable to permit AltaLink vehicle access to its right of way/easement/vegetation control easement at any time. Key for any locking devices shall be provided to AltaLink. In an emergency AltaLink will use any means necessary to access its right of way/easement/vegetation control easement and shall not be liable for any damage to vehicle restriction devices.
- (s) Any moveable vehicle apertures (boom, lift-box, etc.) shall be in the "down and locked" and/or "safe" position at all times when unattended. Per Alberta OH&S 263(2).
- (t) The Grantee shall maintain at all times a minimum separation of at least 8.0 metres between all AltaLink towers, foundations, poles, underground wires, cables, anchors, electrodes and the nearest boundary of any ground disturbance. Per AEUC rule 2-012 and Alberta OH&S 454.
- (u) For grading, all cuts and fills shall not exceed 0.5 metres in absolute elevation change, including any top soil provisions, as compared to the existing elevation profile on the date of this agreement.
- (v) In performing any excavation or activity, the Grantee shall not allow water to pond around AltaLink's structure and shall not direct or permit water flow towards structures.
- (w) Work, ground disturbance and/or installation of any facility or structure between any AltaLink pole and its respective anchor is prohibited. Per AEUC rule 2-012 and Alberta OH&S 454.
- (x) Excavation or trench backfill material shall consist of tamped native material or comparable engineered backfill.

- (y) The Grantee shall immediately stop excavation or trenching, and shall contact AltaLink, if a shallow water table is observed, soil/ground appears saturated or consistently sloughing into the excavation, or soil/ground exhibits plastic behaviour (i.e. clay). Per Alberta OH&S 442(3).
- (z) Temporary or permanent dumping or storage of any material, vehicles or debris on or within AltaLink's right of way/easement/vegetation control easement is prohibited. Per AEUC rule 2-012 and Alberta OH&S 225.
- (aa) Dump trucks shall not lift their box under AltaLink power lines as there is insufficient vertical clearance to do so. The Grantee acknowledges that lifting the dump truck box under AltaLink power lines will result in contact with the power line and may cause serious injury to or death of workers and the Grantee shall be solely liable for any such serious injury or death.
- (bb) Metallic portions of any buildings, structures, fences, pipelines or objects in close proximity to the power lines shall be grounded by the Grantee as per AEUC rules 6-026, 6-032, 6-028 and 6-034.
- (cc) The Grantee acknowledges that AltaLink power lines may induce electrical current or voltage/charge in nearby objects which can create a hazard to workers and interfere with the operational capability of the pathway facility. The Grantee shall be solely responsible and liable, at its cost and expense, for implementing sufficient means of prevention and mitigation for these electro-magnetic effects.
- (dd) Planting of vegetation within AltaLink's right of way/easement/vegetation control easement is prohibited.

#### 4. GRANTOR'S UNDERGROUND FACILITIES

- (a) All underground facilities must be located and worked using Alberta First Call.
- (b) The minimum separation between underground power cables and pipelines shall be 1.0 m in all directions.
- (c) Any excavation work within 1.0m of an underground power cable shall be done by hand digging under the supervision of the Grantor's personnel.
- (d) If the underground power cable has been de-energized and grounded, other excavation methods may be used subject to the approval of the Grantor.
- (e) The Grantee shall not alter the depth of the soil covering the Grantor's Facilities.
- (f) The Grantee shall maintain existing (pre-construction) grade over the Grantor's Facilities.

Agreed to this 1<sup>st</sup> day of October, 2014.

In Witness Whereof the parties hereto have caused this Agreement to be duly executed. This agreement becomes effective on receipt by the Grantor of a fully executed copy; please indicate your approval and acceptance of these conditions by signing and returning one (1) copy of this agreement.

AltaLink, L.P., by its General Partner, AltaLink Management Ltd. (Grantor)	Town of Chestermere (Grantee)
SEE BELOW	<u>John Popoff.</u>
(signature)	(signature)
Per:	<u>John Popoff.</u>

CONSENT: CLS Contract Land Staff is authorized by AltaLink L.P., to sign as an authorized agent of AltaLink, L.P. the Facility Crossing Agreement and any schedules attached thereto.

By: Susie Evans Date: Oct. 1, 2014.  
Susie Evans



## **Prime Contractor Directive**

### **Purpose:**

The Occupational Health & Safety Act requires the Town of Chestermere to designate a Prime Contractor when there is more than one employer or contractor working on a municipality owned worksite. If the owner of the worksite does not designate a prime contractor, then the owner assumes the safety responsibilities for the worksite. The prime contractor must ensure all the work performed at the worksite is in conjunction with all applicable federal, provincial, and municipal legislation.

### **Directive:**

A Town of Chestermere Department Head may select and designate a Prime Contractor for any project where there is more than one employer working at the same time during the course of the project at one work site.

The contractor may be asked to submit a contractor pre-qualification form in order to be accepted to work on the prime contractors work site.

In order to be considered as Prime Contractor, the company being contracted must meet certain qualifications under provincial OHS legislation.

The qualifications necessary for designation of Prime Contractor status are:

- Leadership for Safety Excellence
- Prime Contractor Training Course
- Construction Safety Training System
- Certificate of Recognition (COR)

In order to be considered as Prime Contractor, the safety program of the company being contracted must meet or exceed the expectations of the Town of Chestermere's safety program.

Site inspections must be performed on all work sites of both the Prime Contractor and the Contractor by the Department Head or Department Supervisor.

Violations of any federal, provincial, or municipal legislation or Town of Chestermere policies or directives may result in dismissal from the work site.

### **Responsibilities:**

1. The Town of Chestermere will fulfill the responsibilities outlined in the above directive.
2. The prime contractor will fulfill the responsibilities outlined in the above directive.



105 Marina Rd, Chestermere, Alberta T1X 1V7  
P: (403) 207-7050 F: (403) 569-0512  
[www.chestermere.ca](http://www.chestermere.ca)



## Contractor Safety Responsibilities

### General Terms & Conditions:

The Town of Chestermere is responsible for the health and safety of contractors performing work on Town owned or controlled work sites. Contractor violations of safety requirements may result in stop work, removal of employees, equipment or materials, and may be cause for termination of the contract agreement.

1. Contractors will be required to provide proof of required General Liability insurance, Worker's Compensation insurance, and an effective Health, Safety & Environment program before starting work.
2. Contractors must conduct and document a hazard assessment of the worksite and planned work, notify Town management of any uncommon hazards that would be introduced into the workplace.
3. Contractors must ensure that the condition and operation of all tools, equipment and vehicles, that are brought onto the Town of Chestermere's work site meet safety regulations, manufacturer requirements, industry standards and Town of Chestermere's safety program requirements.
4. The use of Town tools, equipment and vehicles requires written authorization from the Department Director.
5. Before starting work, contractor employees will be required to provide proof of training or attend required orientation and training.
6. Before starting work contractor employees must be trained, equipped and prepared for any emergency on site as described by the safety program or appropriate orientation.
7. While performing work, contractors must comply with all the rules and requirements of the Town of Chestermere's Safety & Environment program, OHS Alberta regulations and industry standard practices.
8. Contractors must immediately report identified hazards, near misses, incidents, injuries or illnesses to their site contact.
9. Contractors must conduct scheduled inspections of the work area and workers.
10. Contractors are responsible for the control of hazardous substances, emissions, cleanup of spills and accumulation of waste created on the worksite.

Company Designate \_\_\_\_\_

Date \_\_\_\_\_

