



# FIRELINE AND MOBILE EQUIPMENT AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Between:**

**Lamont County**  
5303 50 Ave  
Lamont, AB T0B 2R0

OF THE FIRST PART  
(Hereinafter referred to the "County")

-AND-

\_\_\_\_\_  
(Company/Individual Name)

\_\_\_\_\_  
(Company/Individual Address)

\_\_\_\_\_  
(City, Town or Village, Province, Postal Code)

OF THE SECOND PART  
(Hereinafter referred to the "Contractor")

**WHEREAS** the County wishes to obtain the services described hereinafter; and

**WHEREAS** the Contractor undertakes that it possesses the knowledge, experience, and ability to provide such services.

**NOW THEREFORE** THE COUNTY AND THE CONTRACTOR (COLLECTIVELY REFERRED TO AS THE "PARTIES") AGREE AS FOLLOWS:

**1. DEFINITIONS**

In this Agreement:

- 1.1. **"County"** includes the County's Chief Administrative Officer (CAO) and any person authorized by the Chief Administrative Officer (CAO) to act on behalf of the County for the purpose of this Agreement.
- 1.2. **"Fireline"** means that portion of a fire upon which resources are deployed and are actively engaging in suppression or other support activities.
- 1.3. **"Fireline equipment"** means that heavy equipment performing fire suppression activities on the Fireline, under the direct supervision or direction of the County.



- 1.4. **"Mobile equipment"** means that other equipment performing activities associated with fire suppression, but not actively working on the Fireline.
- 1.5. **"Operations"** means work pursuant to this agreement for which the County from time to time requires the Fireline equipment and mobile equipment to be available.

2. **COUNTY'S DESIGNATED OFFICER**

- 2.1. In respect of the subject matter and performance of this Agreement, the exercise of any of the functions, duties, authority, and responsibilities hereunder of the County may from time to time be delegated by the County to one or more of its employees, hereinafter referred to as the "designated officer."

3. **CONTRACTOR'S DESIGNATE**

- 3.1. The Contractor shall designate a person acceptable to the County to function as liaison on behalf of the Contractor. The Contractor is responsible for communicating all information and data that may be or become necessary and for all directives and authorizations to all operators or subcontractors engaged by or through the Contractor for the purposes of this Agreement.
- 3.2. Until further notice, the Contractor's designate is \_\_\_\_\_.

4. **TERM**

- 4.1. The term of this Agreement is from April 1, 2022, to December 31, 2022.

5. **SERVICES**

- 5.1. The Contractor agrees to furnish **fire line equipment**, complete with operator, for Fireline related services, including but not limited to fire guard construction, helipad construction, reclamation, and non-potable water hauling; and/or other **mobile equipment**, complete with operator, including but not limited to tractor/trailers, vans, buses, trucks, and hotshot services **as and when requested** by the County and at locations designated by the County from time to time (the "services").
- 5.2. The Contractor shall provide the County with a list of equipment which it agrees to provide to the County pursuant to this Agreement (the "fire line equipment" or "mobile equipment").
  - 5.2.1. The Contractor represents and warrants that it owns and possesses or leases the equipment and can supply the equipment together with a qualified operator.
  - 5.2.2. The Contractor shall revise this list to add equipment or remove equipment that has been disposed of or destroyed by providing written notice to the County.
- 5.3. The Contractor agrees to provide only skilled, well-trained, qualified, and experienced operators.



- 5.4. The Contractor shall be responsible for all acts and omissions of its operators. The County may demand the removal of any operator who it determines for any safety, security, or morale purpose is detrimental to activity at the work site and the Contractor shall forthwith replace such person with an acceptable replacement.
- 5.5. The Contractor shall ensure that its operators comply with all security policies, procedures, and regulations in effect with respect to any county premises or equipment being used or accessed by them.
- 5.6. If requested by the County, the Contractor may provide a second operator for night operations within twelve (12) hours of a request by the County.
- 5.7. The Contractor shall supply all the equipment in good working and safe operating condition during the term of this Agreement. The Contractor is responsible for furnishing, and paying all costs associated with the supply, maintenance and repair of the equipment, including without limitation, fuel, oil, repairs, servicing, permits, WCB coverage, insurance, personnel, operator's wages and expenses, costs of moving the operator to and from the work site and moving the equipment to and from the repair facilities chosen by the Contractor, and all other costs associated with the equipment and the operator (unless otherwise expressly stated in this Agreement).
  - 5.7.1. All vehicles utilized under the terms of this Agreement shall be in good operating condition and, if requested by the County, the Contractor shall provide a current mechanical roadworthiness inspection certificate.
  - 5.7.2. As requested by the County for emergency transport of equipment, and as required by the *Traffic Safety Act*, Commercial Vehicle Dimension and Weight Regulation A/R 315/2002, the Contractor shall provide pilot vehicle(s).
  - 5.7.3. All vehicles utilized for hauling cargo under the terms of this Agreement shall provide a clean cargo area.
- 5.8. The Contractor shall possess and provide to the County evidence of a valid Certificate of Recognition (COR) or Small Employer Certificate of Recognition (SECOR).
  - 5.8.1. In the event the Contractor does not, or is unable to, comply with the requirements of subsection the County may in its sole discretion, without restricting any other rights and remedies, either terminate this Agreement, or accept a OH&S safety program outlining this process. In any event the County will give hiring preference to contractors with valid CORs or SECORs.
- 5.9. The Contractor shall ensure that all operators who are required to work on the Fireline have attended a wildfire safety orientation course, either physically or virtually, approved by the County. For drivers and other operators, the wildfire safety orientation course is optional, but preferred. The payment of all salaries or expenses incurred by the Contractor associated with such courses shall be at the Contractor's expense.



- 5.10. The Contractor shall ensure that all operators who are required to work on the fire line arrive at any designated work site equipped with all appropriate personal safety equipment, including but not limited to steel-toed boots, approved fire-resistant coveralls, reflective vests, and safety helmets.
- 5.11. The Contractor shall ensure that all operators are provided or bring sufficient food and beverages as required.

**6. INSURANCE**

- 6.1. The Contractor shall, at its sole cost and expense, maintain in full force and effect during the term of this Agreement, with an insurer licensed in Alberta, on forms and with coverage and endorsements satisfactory to the County in its sole discretion.
  - 6.1.1. Comprehensive or Commercial General Liability, in an amount not less than \$5,000,000.00 per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof.
    - 6.1.1.1. Lamont County shall be added as an additional named insured to the General Liability Insurance Cover.
    - 6.1.1.2. Such insurance shall include Wrap-Up Liability Cover if subcontractors are involved, Non-Owned Automobile Liability, and Operation of Attached Machinery.
    - 6.1.1.3. The Contractor shall require and ensure that each subcontractor provide evidence of comparable insurance to that set forth in this section and shall provide evidence of same to the County upon request.
  - 6.1.2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor, in an amount not less than \$2,000,000.
  - 6.1.3. Where the following equipment shall be used in the provision of services, the following insurance is required: Aircraft and/or Watercraft Liability for all craft owned, operated, or licensed in the name of the Contractor, and for all non-owned craft used in the operations of the Contractor, in an amount not less than \$2,000,000.00 per occurrence and including passenger hazard liability where applicable.
  - 6.1.4. The Contractor assumes responsibility for loss and/or damage to equipment and/or materials transported under this Agreement. The Contractor shall carry cargo insurance in an amount that is adequate and reasonable. Failure to maintain adequate limits of insurance will not relieve the Contractor of any responsibility with respect to such damages.
  - 6.1.5. Such additional insurance policies and coverage as the County requires from time to time.



- 6.1.6. All the foregoing insurance shall be primary and not require the pro rata sharing of any loss by any insurer of the County.
- 6.1.7. The Contractor shall provide the County with a certificate of insurance in the form attached as Schedule B Prior to the commencement of the services and on request shall promptly provide the County with a certified true copy of each policy.
- 6.1.8. All required insurance (except for automobile liability) shall be endorsed to provide the County with 30 days advance written notice of material change or cancellation.
- 6.1.9. The Contractor acknowledges that these are the minimum requirements that have been established by the County. No representation or warranty of any kind is made by the County as to the completeness or suitability of this insurance and the Contractor shall determine and satisfy itself that it has appropriate and sufficient coverage to satisfy its own risk and insurance requirements, and to cover its obligations under this Agreement.

7. **HOLD HARMLESS**

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

8. **STATUTORY COMPLIANCE AND OCCUPATIONAL HEALTH AND SAFETY**

- 8.1. The Contractor shall comply with the provisions of all laws, regulations, permits, approvals, licenses and any policies and standards that expressly or by implication, apply to the Contractor in respect to this Agreement and the provisions of the services.
- 8.2. The Contractor shall inform itself, and cause its employees to inform themselves, as to their respective legal responsibilities under the *Occupational Health and Safety Act*, Regulation and Code.
- 8.3. Where the Contractor enters into an agreement with another party or parties to perform work included in this Agreement the Contractor acknowledges that it is a "prime contractor" and shall as a condition of this contract implement a system or process to ensure compliance with the *Occupational Health and Safety Act*, Regulation and Code by other contractors and/or employers present on the worksite. Prior to performance of the services in this Agreement the Contractor shall submit to the County a copy of valid "Certificate of Recognition" "Small Employer Certificate of Recognition" or OH&S program outlining this system or process.



- 8.4. The Contractor shall maintain a valid account with the Workers' Compensation Board covering all workers involved with the contract or shall provide the County with documents verifying that the Workers' Compensation Board has denied the Contractor's application for an account. The Contractor shall provide evidence of standing with the Workers' Compensation Board during the term of this Agreement upon request by the County.
- 8.5. The Contractor shall immediately report to the County all work related accidents resulting in medical aid, disabling injury or fatality and serious occurrences (defined in section 18 of the *Occupational Health and Safety Act*) because of any services provided under this contract. The Contractor shall further ensure that, where required by statute or regulations, accidents shall be reported to the Workers' Compensation Board and to Alberta Employment, Immigration, and Industry.
- 8.6. Where the County determines and notifies the Contractor that work does not comply with the *Occupational Health and Safety Act*, Regulation and Code or the safety plan, that work shall be suspended. That work shall not resume until corrective actions have been taken to the satisfaction of the County. The County shall consider a breach of the *Occupational Health and Safety Act*, or safety plan a breach of this Agreement.

9. **PAYMENT**

- 9.1. Subject to and in accordance with this Agreement, including Schedule "A", the County shall pay for satisfactory performance of the services by the Contractor at the rates provided for in this Agreement. The Contractor agrees that the County is not obliged to order any minimum quantity of services and that no minimum charge applies in respect of this Agreement.
- 9.2. Payment is subject to:
  - 9.2.1. services being provided to the satisfaction of the County;
  - 9.2.2. the Terms of Payment referred to in Schedule "A;"
  - 9.2.3. Equipment Daily Time Tickets being properly completed and signed by a representative of the County and by the operator;
  - 9.2.4. the Contractor sending an invoice for the amount earned for the period requested by the County for which an invoice had not been previously submitted;
  - 9.2.5. receipt of a Workers' Compensation Board clearance letter covering the period of the services; and
  - 9.2.6. the County approving the invoice.



- 9.3. Processing of payments shall not commence until the invoice has been approved and the Contractor has provided such supporting information as is requested by the County including without limitation signed time certificates. Such payment shall not be construed as an acknowledgement or admission by the County that no default or deficiency exists in the Contractor's performance or delivery of the goods or services.
- 9.4. The Contractor shall, at its own expense and without recourse against the County, bear, pay and be responsible for all taxes, excise, and charges of a like nature that may be imposed on, or on the sale, transfer or provision to the County of, the services and goods used or provided in connection with or as part of the functions, duties and matters to be performed or provided by the Contractor pursuant to this Agreement.
- 9.5. The County in right of Alberta is subject to the Goods and Services Tax. The Contractor shall include in its charges under this Agreement and itemize on its invoices separately any costs or charges for the Goods and Services Tax.
- 9.6. The Contractor shall:
  - 9.6.1. Keep and maintain, in accordance with generally accepted accounting principles, complete and accurate books, records and accounts of all costs and expenditures relative to or in connection with the services.
  - 9.6.2. On demand, make available to the County or its duly authorized representative for inspection, reproduction, audit, or any other reasonable purpose every such book, account, or record, and supporting documents.
  - 9.6.3. Ensure that the books, records, and documents described in the above clause are not destroyed without the County's written authorization for a period of three years after the conclusion of the services provided pursuant to this Agreement.
10. **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**
  - 10.1. The Contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records provided by the Contractor to the County and to any information and records which are in the custody or under the control of the County. The Contractor acknowledges that Part 2 of the *Freedom of Information and Protection of Privacy Act* applies to the Contractor during the currency of this Agreement.
11. **GENERAL**
  - 11.1. The County shall be entitled to, but shall have no obligation to, inspect the equipment and may reject any or all the equipment if it is not in a condition satisfactory to the County. Upon such an event, the County shall be entitled to, but shall have no obligation to, allow the Contractor to replace rejected equipment or rescind this Agreement and thereafter have no further obligation of any kind to the Contractor.
  - 11.2. The County may without cause terminate this Agreement effective immediately upon notice to the Contractor. After termination of this Agreement, and subject to the County's rights of set off under this agreement, the County shall have no further



obligation to the Contractor other than to pay the Contractor for the value (using the rates provided herein) of the services which were rendered in the manner requested by the County prior to the termination date but for which the County has not yet paid.

- 11.3. Upon termination, the Contractor shall remove all equipment and operators immediately. Should the Contractor fail to remove immediately any equipment and operator, the County may do so at the risk and expense of the Contractor. In the event the Contractor does not take possession and remove its equipment at the expiry or early termination of this agreement the County may treat the equipment as abandoned and dispose of it in such manner as it deems appropriate without notice to the Contractor.
- 11.4. The Contractor agrees that it and its personnel, when using County premises, shall comply with all security policies, procedures, and regulations in effect from time to time at such premises.
- 11.5. The County may, from time to time, waive the performance by the Contractor of any provision of this Agreement, either before or after that performance is done. A waiver is not effective or binding upon the County, unless it is in writing signed by the County or under its authority and does not limit or affect the County's rights with respect to any other breach or non-performance, whether prior or subsequent thereto.
- 11.6. The Contractor shall not assign this Agreement, or subcontract any of the work or the services without the prior written approval of the County, and any assignment or subcontract made without that consent shall be of no effect.
- 11.7. The relationship of the Contractor to the County in performing its services under this Agreement is that of an independent contractor, and nothing in this Agreement is to be construed as creating an agency, partnership or employment relationship between the Contractor and the County.
- 11.8. The Contractor agrees and acknowledges that neither the Contractor nor its employees shall by this Agreement be entitled to any of the rights or benefits afforded to employee of the County.
- 11.9. The Contractor warrants that it is a resident of Canada for income tax purposes and understands that Canadian Law may require certain holdbacks.
- 11.10. This Agreement is governed by the laws of the Province of Alberta, and the forum for any legal proceedings relating to this Agreement is the Province of Alberta.
- 11.11. This Agreement supersedes and replaces all oral and written communications between the parties relating to the subject matter of this Agreement.
- 11.12. Time is of the essence.





12. **NOTICES**

12.1. All notices, payments, statements, reports, or communications required or permitted to be given by one party to the other under this Agreement shall be in writing and may be left, properly addressed, at the office of the addressee, or sent by registered mail, postage prepaid, to the office of the addressee, in either case as follows: to the County, as follows:

**Lamont County  
5303 50 Ave  
Lamont Alberta  
T0B 2R0**

and to the Contractor as follows:

\_\_\_\_\_  
(Company/Individual Name)

\_\_\_\_\_  
(Company/Individual Address)

\_\_\_\_\_  
(City, Town or Village, Province, Postal Code)

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

**For the County**

Per: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**For the Contractor**

Per: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



## Schedule "A"

### 1. TERMS OF PAYMENT

- 1.1. The County shall pay the Contractor for each piece of equipment complete with operator for hours approved by a designated officer of the County as follows:
  - 1.1.1. for equipment described in the **Alberta Roadbuilders & Heavy Construction Association, Equipment Rental Rates Guide (AR&HCA)**, the rate set out for that equipment in AR&HCA that is currently **published and released** at the time the service is provided.
  - 1.1.2. for equipment not described in the AR&HCA, the rate as approved in writing by the County (no mid fire season rate changes shall be accepted).
- 1.2. Authorized standby for all equipment shall be paid at sixty-five percent (65%) of the standard rate referenced in Section 1.1 above.
- 1.3. If the County supplies fuel for any piece of equipment provided to the County, the rate of payment for those pieces of equipment shall be reduced by fifteen percent (15%) of the base rate.
- 1.4. Only a designated officer of the County may authorize standby of any equipment. For the purposes of this Agreement, authorized standby is the period for which the County retains exclusive use of the equipment with operator at a site designated by the County, including transport to and from the site. Transport does not include loading and unloading at the Contractor's location. Such equipment with operator shall be immediately available for dispatch or work. If the operator is not ready and available, the Contractor shall not be entitled to payment for the authorized standby hours which would otherwise have been payable.
- 1.5. Standby charges for equipment with operators may be charged for the period in accordance with Section 1.2 above, until the earlier of:
  - 1.5.1. the expiry of the designated standby period; or
  - 1.5.2. the County advises the Contractor that the equipment is no longer required to be on standby, regardless of whether during this period the equipment is at the designated standby site or is in transit from the designated standby site after being dispatched to a designated work site.
- 1.6. Charges for equipment requiring transport to and from a designated work site (e.g., dozers and tracked vehicles) shall be paid at the **standby rate** for the period the equipment is in transit.
- 1.7. Payments at the **standard rate** in accordance with Section 1.1 shall commence when the equipment arrives at the designated work site and is ready and able to work as directed.
- 1.8. The Contractor shall only be entitled to charge for time that the equipment and operator are performing work as directed by the County and no compensation shall be paid to the Contractor for time that the equipment is being maintained and repaired, or while it is being prepared for service.
- 1.9. The County is not obliged to order any service or any minimum quantity of services from the Contractor. The County shall not be required to pay any minimum charge or minimum standby fee in respect of this Agreement.
- 1.10. The Contractor shall be solely responsible for covering all costs and expenses for any service vehicles used by the Contractor.
- 1.11. The Contractor shall be reimbursed for pilot vehicle(s) requested by the County in accordance with the current (AR&HCA) rate for pilot vehicles.
- 1.12. Equipment Daily Time Tickets shall be completed and signed by the operator and by a representative of the County daily.



Schedule "B"

**FIRELINE MOBILE EQUIPMENT  
CERTIFICATE OF INSURANCE**

<b>NAME AND ADDRESS OF NAMED INSURED</b>
<b>NAME AND ADDRESS OF AGENT/BROKER</b>
<b>NATURE OF WORK</b>

SCHEDULE OF COVERAGE	INSURANCE COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRY DATE
<b>GENERAL LIABILITY</b>				
<b>UMBRELLA LIABILITY</b>				
<b>AUTOMOBILE LIABILITY</b>				

A. GENERAL LIABILITY - all the following coverage features are required by the County contract. Please check to confirm coverage provided.  <input type="checkbox"/> Non-Owned Automobile	<b>Limits of Liability</b> \$ _____ Inclusive Limits
B. UMBRELLA LIABILITY (if applicable)	\$ _____ Inclusive Limits
C. AUTOMOBILE LIABILITY	\$ _____ Inclusive Limits

**ADDITIONAL COVERAGE IF REQUIRED BY THE COUNTY FOR THIS AGREEMENT**

CARGO COVERAGE	INSURANCE COMPANY	POLICY NO.	EFFECTIVE DATE	EXPIRY DATE
<input type="checkbox"/> Includes Coverage for Pollution			\$ _____ Limit Insured	

The undersigned hereby represents to Lamont County that the above policies are accurately described and have been issued to the Named Insured. Except for Automobile Liability, the Undersigned further represents that these policies are endorsed to provide thirty (30) days advance written notice of cancellation or material change (reduction of coverage and/or limits) to Lamont County at: 5303 50 Ave Lamont, Alberta. TOB 2R0

This certificate is executed and signed by the insurer or authorized Agent/Broker.

Signature of Authorized Representative

Name of Insurance Company or Agent/Broker

Name of Representative (Please Print)

Telephone	Date

