



REQUEST FOR QUOTATION

Holowachuk Drainage Path Installation

RFQ No.: **UT-37-2026-02**

1. INTRODUCTION

Lac La Biche County (the “County”) is issuing a Request for Quotation (“RFQ”) to eligible Bidders for the Holowachuk Drainage Path Installation in the Holowachuk Estates Subdivision, Lac La Biche County, Alberta (the “Work”).

The Work includes construction of a riprap-lined drainage channel with vegetated side slopes, erosion-protection measures and associated site-restoration work to convey runoff from an existing roadway culvert to Beaver Lake.

Bidders shall be qualified and experienced contractors and shall complete the Work in accordance with this RFQ, all issued addenda, the Issued for Tender Drawings dated July 21, 2026, the County’s current General Municipal Servicing Standards (“GMSS”), applicable legislation, permits and approvals, and industry best practices. Project-specific requirements in this RFQ and the Issued for Tender Drawings govern where they differ from the GMSS.

The Work is located within Municipal Reserve 3, adjacent to the intersection of Cathys Drive and Birch Drive, as illustrated in [Appendix A – Project Location Plan](#).

The Issued for Tender Drawings are provided as a separate attachment and form part of the RFQ documents. The RFQ and any addenda will be available only through Alberta Purchasing Connection at www.purchasingconnection.com.

2. SCOPE OF WORK

The successful Bidder (the “Contractor”) shall provide all labour, materials, equipment and resources required to complete the Work. The Work generally includes:

- 2.1** Mobilization, construction surveying, traffic and pedestrian accommodation, and site coordination.
- 2.2** Preparation and implementation of site-specific Erosion and Sediment Control (“ESC”) and Environmental Construction Operations (“ECO”) Plans, including inspection and maintenance of environmental controls until acceptance.
- 2.3** Removal and disposal of the existing gravel trail, retaining wall, existing riprap and other materials required to facilitate construction.
- 2.4** Protection of existing vegetation, trees, utilities, culverts, barriers, and other

infrastructure. The Contractor shall minimize disturbance and shall not remove or damage vegetation or trees unless required by the Drawings or authorized in writing by the County.

- 2.5** Excavation, grading and construction of an approximately 50 m long drainage channel extending from the existing roadway culvert outlet to the Beaver Lake shoreline.
- 2.6** Temporary water management and dewatering required to complete the Work while preventing sediment, debris and other contaminants from entering Beaver Lake.
- 2.7** Supply and installation of non-woven geotextile and Class 1 riprap, including culvert outlet protection and transitions to existing ground and vegetation.
- 2.8** Placement of topsoil, seeding and restoration of all disturbed areas.
- 2.9** Supply and installation of the base quantities of native trees and shrubs identified in Appendix C. Additional planting identified as provisional shall proceed only when authorized in writing by the County.
- 2.10** Immediate watering of plant material following installation and correction of plant material and seeding deficiencies identified during the 30-day acceptance period.
- 2.11** Cleanup and restoration of temporary workspace, access and laydown areas.
- 2.12** Submission of record survey information, red-line drawings and as-constructed documentation.

3. SPECIAL PROVISIONS

The following requirements supplement the Issued for Tender Drawings and the County's General Municipal Servicing Standards. The planting quantities and spacing specified in this RFQ supersede the corresponding information shown on the drawings. All other drawing requirements remain applicable.

3.1 Riprap:

- Class 1 riprap shall be hard, durable and angular; resistant to freeze-thaw action and flowing water; and free of overburden, sandstone, shale, organic material and other unsuitable material. Class 1 riprap shall meet the following requirements sourced from *Section 10.3 of the Alberta Transportation Standard Specifications for Bridge Construction, Edition 17 (2020)*:

Table 10-1 Gradation Requirements

Gradation		Heavy Rock Riprap Class			
Required Properties ^(1,2)	Units	1M	1	2	3
Nominal Mass	kg	7	40	200	700
Nominal Diameter	mm	175	300	500	800
None greater than:	kg	40	130	700	1800
	mm	300	450	800	1100
20% to 50%	kg	10	70	300	1100
	mm	200	350	600	900
50% to 80%	kg	7	40	200	700
	mm	175	300	500	800
100% greater than:	kg	3	10	40	200
	mm	125	200	300	500

- The minimum dimension of each rock shall be at least one-third of its maximum dimension.
- Before delivery, the Contractor shall submit the proposed riprap source and available test results demonstrating compliance with these requirements.
- Riprap shall be placed to the lines, grades, thicknesses and limits shown on the drawings. Placement shall begin at the bottom of the channel or slope and proceed upward. The maximum drop during placement shall be 1 m. Finished riprap shall form a stable, reasonably uniform surface without large voids, segregation or damage to the underlying geotextile.
- Material placed outside the authorized limits will not be eligible for payment unless approved in writing by the County.

3.2 Geotextile:

- Geotextile shall be non-woven Armtec 400 or an approved equal and shall satisfy the material requirements shown on the drawings.
- Geotextile shall be placed on a smooth, prepared surface and installed in the orientation shown on the drawings. Adjacent panels shall have 600 mm sewn overlaps unless otherwise shown or approved by the County. The geotextile shall be anchored and secured to prevent movement, folding or displacement during riprap placement.
- Construction equipment shall not operate directly on exposed geotextile. Torn, punctured, displaced or otherwise damaged geotextile shall be repaired or replaced before riprap placement.

3.3 Topsoil, Seeding, and Restoration:

- Topsoil, seeding and restoration shall conform to the materials, depths, limits, application requirements and details shown on the Issued for Tender Drawings, except as modified below.
- Seed shall be No. 1 certified and free of prohibited and noxious weeds. The Contractor shall submit a certificate of seed analysis to the County before application.
- The seed mix shall be suitable for the Dry Mixedwood Natural Subregion and approved by the County before application. This requirement supersedes the grass mix shown on the Drawings.
- The Contractor shall protect, water and maintain seeded areas until accepted by the County. Bare, eroded, deteriorated or inadequately established areas shall be repaired and reseeded at the Contractor's expense before acceptance.

3.4 Planting:

- The planting quantities in Appendix C supersede the quantities shown on the drawings. Base quantities form part of the Work. Provisional quantities shall only be supplied and installed following written authorization from the County.
- Shrubs shall generally be spaced between 750 mm and 1.0 m on centre. Red osier dogwood and sandbar willow may be planted more closely adjacent to the drainage channel where additional root reinforcement is required.
- Beaked hazelnut and Saskatoon shall be spaced to accommodate mature growth and maintain access for inspection and maintenance of the drainage channel.
- Before installation, the Contractor shall submit the proposed plant material sources and obtain County approval of the final planting locations and spacing. Substitution of species, pot sizes or plant material requires prior written County approval.

- All plant material shall be inspected and approved by the County before planting. Plant material installed before inspection may be rejected and replaced at the Contractor's expense.
- Plant material shall not obstruct channel access or be installed within the riprap lining unless specifically authorized by the County.
- Each plant shall receive a 100 mm depth of deciduous wood-chip mulch within a 300 mm diameter ring. Mulch shall not contact the plant stem.
- All plant material shall be thoroughly watered immediately after installation. Water shall be supplied by the Contractor and applied in a manner that prevents erosion, ponding or displacement of soil and mulch.

3.5 Plant Material and Acceptance:

- The Contractor shall water, weed, protect and maintain all plant material for 30 days following construction completion.
- The Contractor shall replace any plant material identified as dead, damaged, diseased, improperly installed or otherwise deficient due to material quality or installation during the 30-day acceptance period.
- Where seasonal or frozen-ground conditions prevent replacement during the 30-day period, replacement shall be completed at the earliest suitable planting opportunity the following spring.

4. PROVISIONAL ITEM CONDITIONS

- 4.1** Items identified as provisional in the Schedule of Quantities shall only be completed following written authorization from the County. Provisional quantities are not guaranteed and may be increased, decreased, or deleted at the County's discretion.
- 4.2** Payment will be based on actual quantities authorized, supplied, installed and accepted by the County at the applicable unit rates. No payment or compensation will be provided for provisional quantities that are not authorized.

5. GENERAL

- 5.1** Quoted prices shall include all labour, equipment, materials, consumables, disposal, and incidentals required to complete the Work.
- 5.2** The Contractor shall confirm site conditions before construction, including access constraints, existing elevations, culvert locations, vegetation, and water levels.
- 5.3** The Contractor shall obtain utility locates; expose and confirm utilities affected by the Work; protect existing utilities and infrastructure; and coordinate with utility owners as required to maintain existing services.
- 5.4** The Contractor shall obtain all permits, approvals, licenses, and authorizations required to complete the Work and provide copies to the County upon request.
- 5.5** The Contractor shall carefully control all equipment and work operations so that his operations do not extend beyond the designated working limits unless otherwise specifically authorized by Lac La Biche County.
- 5.6** The Contractor shall keep the site clean; control dust, erosion, and sediment; prevent debris from entering Beaver Lake.
- 5.7** Suitable excavated material may be reused where permitted by the Drawings or

- authorized by the County. Remaining excess excavated material may be hauled to the Beaver Lake Landfill or to a Contractor-owned or authorized stockpile location. All loading, hauling and required approvals shall be the Contractor's responsibility.
- 5.8** Disposal fees will be applied for unsuitable, or other waste material brought to County disposal locations. Refer to the County website for additional information.
- 5.9** The Contractor shall not access, occupy, or use adjacent private property for construction, equipment operation, material storage, staging, or any other purpose related to the Work. All Work shall be completed from within County-owned property and the authorized construction limits.
- 5.10** Burning of cleared debris on County property is prohibited.
- 5.11** Before commencing the Work, the Contractor shall submit site-specific ESC and ECO Plans for County review and approval. The Contractor remains solely responsible for implementing, inspecting, maintaining and modifying all required controls. County review or approval does not relieve the Contractor of these responsibilities.
- 5.12** Before commencing the Work, the Contractor shall submit a site-specific Traffic and Pedestrian Accommodation Plan or Strategy for County review and approval. The Contractor shall provide and maintain all required accommodation in accordance with the Alberta Transportation and Economic Corridors *Traffic Accommodation in Work Zones Manual*.
- 5.13** At least two weeks before commencing construction, the Contractor shall conduct door-to-door notification of residents within the Holowachuk Estates Subdivision and distribute a written notice describing the planned activities, anticipated schedule, and potential disruptions. The notice must be approved by the County before distribution. If a resident is unavailable, the notice shall be left at the residence. Additional notification shall be provided if the schedule or anticipated impacts materially change.
- 5.14** All quantities, location, purchase order number and County contact must be clearly identified on all invoices. E-mail invoice and all supporting documents to Accounts Payable at accounts.payable@laclabichcounty.com and copy the County contact identified in this RFQ.
- 5.15** Payment for base and authorized provisional plant material will be made at 75% of the applicable unit rate upon completion of installation. The remaining 25% will be payable following the 30-day acceptance period and correction of identified deficiencies. Payment for deficiencies deferred until spring will be withheld until the required replacements are completed and accepted by the County.
- 5.16** A 10% statutory holdback will be applied to all invoices for the Work and released in accordance with Alberta's *Prompt Payment and Construction Lien Act* and its regulations, to the extent applicable.
- 5.17** The County reserves the right, in its sole discretion, to increase, decrease or delete quantities or line items based on project requirements and available funding. Payment will be based on actual authorized and accepted quantities at the applicable unit rates, with no compensation for anticipated profit on reduced or deleted quantities.
- 5.18** The Contractor shall modify its operations when reasonably directed in writing by the County to protect the public, property, utilities or the environment, or to correct non-compliance with the Contract.

6. MANDATORY REQUIREMENTS

- 6.1 The Bidder shall provide a current Certificate of Recognition (“COR”) or Small Employer Certificate of Recognition (“SECOR”).
- 6.2 The Bidder shall provide a valid Workers’ Compensation Board (WCB) Clearance Letter confirming its account is in good standing.
- 6.3 Provide evidence of insurability for Comprehensive General Liability in the amount not less than \$5,000,000 per occurrence, and Non-Owned Automobile Liability with a minimum limit of \$2,000,000.
- 6.4 Upon award, the successful Bidder will be required to obtain a valid Business License to operate within Lac La Biche County prior to commencing the Work. Applications can be found at: [Lac La Biche County - Business License Application](#).

7. SCHEDULE & KEY DATES

ITEM	DATE
RFQ Issued	Wednesday, August 12, 2026
Clarifications & Inquiries Deadline	Friday, August 21, 2026 at 2:00 p.m. Alberta Time
Final Addendum Issuance (if required)	Monday, August 24, 2026 by 3:00 p.m. Alberta Time
RFQ Close	Friday, August 28, 2026 at 2:00 p.m. Alberta Time
Contract Award	Anticipated by Tuesday, September 1, 2026
Anticipated Start	To be proposed by Bidder
Completion Date	Wednesday, September 30, 2026

8. BID INSTRUCTIONS

- 8.1 Forward all questions via e-mail to engineering@laclabichecounty.com. No telephone calls will be accepted. All RFQ related questions must be submitted no later than Clarifications & Inquiries Deadline identified in [Section 7](#).
- 8.2 Bidders shall submit the following as part of their Quotation:
- **Work Plan and Methodology:** brief description of the proposed construction sequence and methods, including site access, water management, environmental controls, excavation, riprap installation, planting, restoration and overall site management.
 - **Construction Schedule:** proposed construction schedule identifying the anticipated start date, major activities and completion date.
 - **Schedule of Quantities:** completed pricing schedule included in [Appendix C](#), showing unit rates and extended prices for all base and provisional items.
 - **Bid Submittal Form:** completed and signed form included in [Appendix D](#).
 - All other documentation identified on the Bid Submittal Form
- 8.3 Bidders are responsible for reviewing and incorporating all issued addenda into their bid submissions. **Bid submissions will be accepted up to 2:00 p.m., Friday, August 28, 2026.**

9. EVALUATION AND AWARD

- 9.1 Only Quotations meeting the mandatory submission requirements will proceed to evaluation.
- 9.2 Quotations will be evaluated as follows:

Evaluation Criterion	Points
Total Bid Price	60
Work Plan and Methodology	20
Construction Schedule	20
Total:	100

- 9.3 **Total Bid Price:** The Total Bid Price will be the combined total of Schedule A and Schedule B in Appendix C, excluding Goods and Services Tax ("GST"). The lowest Total Bid Price will receive full points. Other price scores will be calculated as follows:

$$\text{Price Score} = \text{Lowest Total Bid Price} \div \text{Bidder's Total Bid Price} \times 60$$

- 9.4 **Work Plan and Methodology:** The Work Plan and Methodology will be evaluated based on the Bidder's understanding of the Work and the completeness, suitability and feasibility of the proposed construction sequence and methods.
- 9.5 **Construction Schedule:** The Construction Schedule will be evaluated based on the proposed start and completion dates, sequencing of major activities and feasibility of completing the Work within the required timeframe.
- 9.6 **Award:** The County intends to award the Work to the compliant Bidder achieving the highest overall score. The lowest-priced Quotation will not necessarily be selected.

10. SUBMISSION DETAILS

The Bidder shall submit two (2) hard-copies, and one (1) electronic PDF copy on a USB flash drive. All required copies shall be submitted together in a single sealed package clearly marked and identified as follows:

RFQ:	Holowachuk Drainage Path Installation
RFQ No.:	UT-37-2026-02
Closing Date:	Friday, August 28, 2026
Closing Time:	2:00 p.m. Alberta Time
Addressed to:	Sabhago Oad, P.Eng General Manager, Infrastructure Services Division County Centre Front Reception 13422 Highway 881 Box 1679 Lac La Biche, Alberta T0A 2C0
From:	(Bidder's Name)

The above information should appear on the outside of **all** packages or boxes containing the Bidder's Quotation. If multiple packages or boxes are being submitted, clearly indicate the number, e.g., 1 of 3, 2 of 3, etc.

- 10.1** Quotations must be received before the RFQ closing date and time. Late quotations will not be evaluated and will be returned unopened.
- 10.2** Faxed or emailed quotations will not be accepted unless authorized by addendum.
- 10.3** Delivery service disruptions will not be accepted as justification for late quotation submissions.
- 10.4** Quotations submitted by an incorporated company must be signed by a duly authorized representative.
- 10.5** Contractors submitting quotations shall be actively engaged in the line of work required by the RFQ and shall be able to refer to work of similar character performed by them.
- 10.6** At any time prior to the RFQ Closing Date and Time, a Bidder may withdraw its quotation. No quotation shall be altered, amended or withdrawn after the Closing Date and Time unless the Bidder is requested to do so by the County.

11. RFQ TERMS AND CONDITIONS

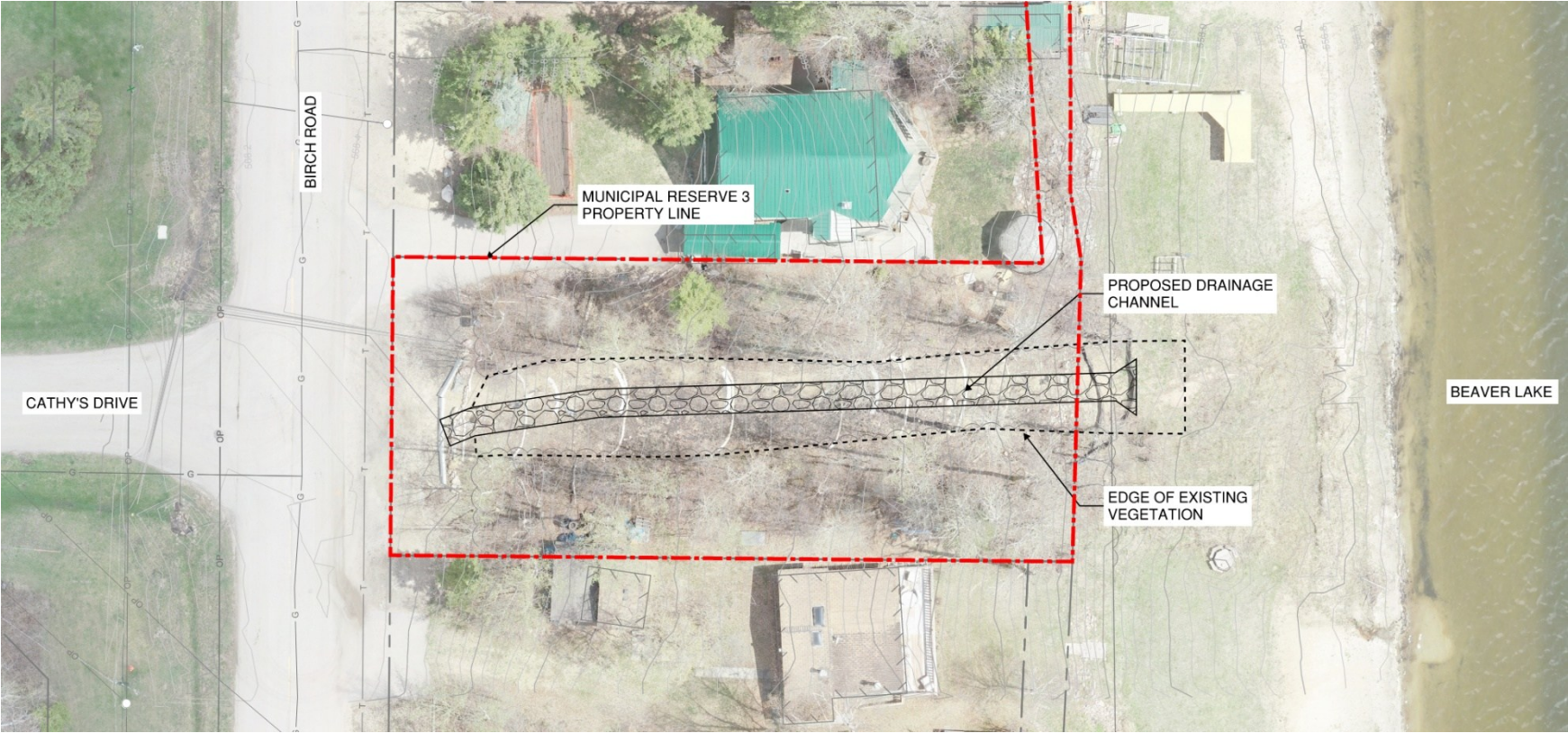
- 11.1** All information provided by Lac La Biche County as part of this solicitation must be treated as confidential. In the event that any information is inappropriately released, the County will seek appropriate remedies allowed. Bid submissions, discussions, and all information received in response to this solicitation will be held as strictly confidential, except as otherwise noted.
- 11.2** All communications regarding this RFQ shall be directed to the County contact identified in this RFQ. Bidders shall not contact other County representatives, elected officials, employees, or agents regarding this RFQ unless otherwise directed by the County.
- 11.3** Acceptance of a Quotation does not constitute an agreement. Lac La Biche County reserves the option to negotiate the final terms and conditions, final costs, scope of Work, schedule, and any modified requirements with one or more Bidders. The County may negotiate the substance of the preferred Bidder's Quotation, include or limit third parties in negotiations at its sole discretion, and accept partial components of a Quotation, if appropriate.
- 11.4** Lac La Biche County will have ownership rights to all data generated by the Work. This document, or any portion thereof, may not be used for any purpose other than the submission of a Quotation. Quotations will not be returned and may be retained by Lac La Biche County for its records.
- 11.5** Only the full execution of a written contract will constitute a contract for the Work. No Bidder will acquire any legal or equitable rights or privileges relative to the Work until this occurs and, where required by the County, a purchase order has been issued.
- 11.6** If a written contract cannot be negotiated with the successful Bidder, Lac La Biche County may, at its sole discretion at any time thereafter, terminate negotiations with the Bidder and either negotiate a contract with the next qualified Bidder or choose to terminate the solicitation process and not enter into a contract with any of the Bidders.
- 11.7** Lac La Biche County reserves the right to accept or reject any and all Quotations, and to waive irregularities, informalities, and non-compliance at its discretion. The County reserves the right to award the Work to a Bidder other than the lowest-priced Bidder without stating reasons and, without limiting the generality of the foregoing, the County may consider price, capability to perform the Work, proposed schedule, compliance with the RFQ requirements, qualifications, and any other factor the County considers relevant, in its sole and unfettered discretion. The County is in no way bound to accept any Quotation or to enter into a contract in relation to this RFQ.
- 11.8** By submitting a Quotation, each Bidder agrees that any claim that the Bidder may have against Lac La Biche County, and its consultants, employees, agents, and elected officials, for damages, losses, expenses, or for any other legal relief whatsoever arising directly or indirectly in relation to this procurement process, whether in contract, tort, or other legal theory, is limited to payment of the reasonable third-party costs in preparing the Quotation to a maximum of \$500.00. Further, each Bidder specifically waives as against Lac La Biche County, and its consultants, employees, agents, and elected officials, any claim for consequential or indirect damages, loss of profit, loss of business opportunity, judicial review, or injunctive relief.

- 11.9** This procurement process is subject to all applicable legislation including Alberta's *Municipal Government Act*, *Access to Information Act*, *Protection of Privacy Act*, and relevant County bylaw and policy.
- 11.10** The personal information requested within this RFQ is being collected under the authority of Alberta's Protection of Privacy Act (POPA), Section 4(c), which states that information may be collected if it relates directly to and is necessary for an operating program or activity of the public body, including a common or integrated program or service. Information is protected under the Act. If you have any questions about the collection, use, or disclosure of the personal information provided, please contact the Access to Information and Protection of Privacy Act Coordinator at 780-623-1747.
- 11.11** Quotations shall remain valid and irrevocable for a period of **sixty (60) days** following the RFQ Closing Date and Time, unless otherwise agreed by the County.
- 11.12** By submission of a Quotation, the Bidder agrees that, should its submission be successful, the Bidder will enter into a contract with Lac La Biche County.
- 11.13** The County reserves the right to cancel this RFQ, in whole or in part, at any time and to pursue the Work by other means at its sole discretion.

Figure 1: General Project Location



Figure 2: Project Site and Proposed Drainage Channel



Aerial Image

Municipal Reserve

Lot R3, Block 1, Plan 4264MC



 Subject Property

0 9 18 27 36 45 m



Map Produced: September 25, 2025

Projection: UTM12 NAD83

Lac La Biche County makes no representation or warranties regarding the information contained in this document, including, without limitation, whether said information is accurate or complete. Persons using this document do so solely at their own risk, and Lac La Biche County shall have no liability to such persons for any loss or damage whatsoever. This document shall not be copied or distributed to any person without the express written consent of Lac La Biche County.

Base Map compiled from the Provincial Title Mapping Digital Base.
Spatial Data Warehouse Ltd., November 2024. © 2025 Lac La Biche County. All Rights Reserved.

13. APPENDIX B – GENERAL TERMS AND CONDITIONS

This section forms part of the Contract with the Successful Bidder. Submission of a Quotation indicates the Bidder's agreement to these terms.

ARTICLE 1 - INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where the Supplier's other commitments, relationships, or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Contract.

“Contract” means the purchase order for the Deliverables issued by the Purchaser to the Supplier (the **“Purchase Order”**), including these Purchase Order Terms and Conditions.

“Deliverables” means the goods and/or services as described in the Purchaser Order.

“Indemnified Parties” means the Purchaser, its elected officials, directors, officers, agents, employees, and volunteers.

“Industry Standards” include, but are not limited to: (a) the provision of all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by parties providing goods or services similar to the Deliverables in similar situations in Alberta and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Purchaser;

“Purchaser” means Lac La Biche County.

“Rates” means the price, in Canadian funds, to be charged for the Deliverables, as set out in the Contract, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; (b) all labour and material costs; (c) all

travel costs; (d) all costs associated with insuring, transporting and delivering the Deliverables to the Purchaser at its address specified on the Purchase Order; (e) all insurance costs; and (f) all other overhead, including any fees or other charges required by law.

“Related Entities” include directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors.

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them; and

“Supplier” means the supplier identified on the face of the Purchase Order.

ARTICLE 2 - GENERAL TERMS

2.01 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2.02 Entire Contract

The Contract, together with any additional documentation referenced in the Purchase Order, sets forth the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties. In the event of any ambiguity, conflict or inconsistency between these Purchase Order Terms and Conditions and any terms and conditions contained in any acknowledgement, order or any other form issued by the Supplier, these Purchase Order Terms and Conditions shall prevail. Changes to the Contract shall only be made by the issuance of an amended Purchase Order by the Purchaser to the Supplier.

2.03 Notices

Notices shall be in writing and shall be delivered by mail, personal delivery or email and shall be

addressed to the contact identified on the face of the Purchase Order.

2.04 Severability

If any term or condition of the Contract, or the application thereof, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition (except to the extent to which it is held invalid or unenforceable), shall not be affected.

2.05 No Indemnities from Purchaser

Nothing in the Contract, whether express or implied, will directly or indirectly increase the indebtedness or contingent liabilities of the Purchaser beyond the obligation to pay the Rates in respect of Deliverables accepted by the Purchaser.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control, such as natural disasters, acts of war, insurrection and terrorism. If a party seeks to rely on a force majeure event, that party shall immediately notify the other party of the reason for and anticipated period of any delay.

2.07 Survival

This paragraph and paragraphs 2.01, 2.04, 2.05, 3.02, 3.04, 4.01, 6.02 shall survive the termination or expiry of the Contract, as shall any other provision which by its nature ought to reasonably survive such termination or expiry.

ARTICLE 3 - RELATIONSHIP BETWEEN PURCHASER AND SUPPLIER

3.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other party that would in any way interfere with the rights of the Purchaser under this Contract.

3.02 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the Purchaser or to assume or create any obligation or responsibility, express or implied, on behalf of the Purchaser. The Supplier shall not hold itself out as an agent, partner or employee of the Purchaser. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Purchaser and the Supplier or any of the Supplier's Related Entities.

3.03 Non-Exclusive Contract, Work Volumes

The Purchaser makes no representation regarding the volume of goods and services required under the Contract and reserves the right to contract with other parties for goods and services the same as or similar to the Deliverables.

3.04 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its Related Entities. The Supplier shall advise its Related Entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract.

3.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract without the prior written consent of the Purchaser. Such consent shall be in the sole discretion of the Purchaser and subject to the terms and conditions that may be imposed by the Purchaser. Nothing in the Contract, or in such consent, creates a contractual relationship between any subcontractor and the Purchaser.

3.06 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) give notice to the Purchaser without delay of any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Purchaser to resolve any Conflict of Interest.

3.07 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 - PERFORMANCE BY SUPPLIER

4.01 Deliverables Warranty

The Supplier represents and warrants that the Deliverables (i) shall be provided diligently in a professional and competent manner by persons qualified and skilled in their occupation in accordance with: (a) the Contract; (b) Industry Standards; and (c) the Requirements of Law; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title. The Supplier represents and warrants that the use or sale of the Deliverables purchased under this Contract will not infringe any patent, copyright or trademark.

4.02 Delivery and Risk

Unless otherwise stated on the face of the Purchase Order, all Deliverables shall be delivered F.O.B. Destination, Freight Prepaid.

No transportation or delivery charges of any kind, including, without limitation, packing, storage, cartage or customs brokerage charges, shall be paid by the Purchaser, unless specifically provided for on the face of the Purchaser Order. The Deliverables remain at the risk of the Supplier until the Deliverables are received by the Purchaser.

4.03 Inspection and Acceptance

Receipt of the Deliverables at the Purchaser's location does not constitute acceptance of the Deliverables by the Purchaser. The Deliverables are subject to the Purchaser's inspection and acceptance within a reasonable period of time after delivery or completion of services. If any of the Deliverables, in the opinion of the Purchaser, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the Purchaser in a rectification notice.

4.04 Time

Time is of the essence of this Contract.

ARTICLE 5 - PAYMENT FOR DELIVERABLES

5.01 Payment According to Contract Rates

The Purchaser shall pay the Supplier for the Deliverables in accordance with the Rates within thirty (30) days of receipt by the Purchaser of a satisfactory invoice from the Supplier requesting payment for Deliverables that have been received and accepted by the Purchaser. Payment shall be subject to any holdbacks or requirements of any applicable laws in relation to the Deliverables.

All invoices submitted by the Supplier must include the amount invoiced, exclusive of GST, and the amount of GST shown separately.

The Purchase Order number must appear on all documentation relating to the Contract, including, but not limited to, invoices and delivery/packing slips to be processed by the Purchaser.

5.02 No Expenses or Additional Charges

The Supplier shall pay all applicable taxes and duties, including excise taxes, incurred by or on the Supplier's behalf with respect to the Contract. There shall be no charges payable by the Purchaser to the Supplier other than the Rates.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.01 Insurance

The Supplier shall put into effect commercial general liability insurance, in a form acceptable to the Purchaser, in an amount not less than \$5,000,000, with the Purchaser named as an additional insured. The Supplier will also put into effect such other additional insurances as required by the Purchaser. The Supplier shall provide the Purchaser with evidence of insurance upon request.

6.02 Supplier Indemnity

The Supplier agrees to indemnify and save harmless the Indemnified Parties from all losses, claims, damages, actions, causes of action, costs (including legal costs on a solicitor and his own client basis) and expenses that the Indemnified Parties may sustain, incur, suffer or be put to at any time, either before or after this Contract ends, including for infringement of third-party intellectual property rights or for third party bodily injury (including death), personal injury and property damage, arising or occurring, directly or indirectly, by reason of any act or omission of the Supplier or its Related Entities, except to the extent that such liability arises out of the independent acts or omissions of the Indemnified Parties.

ARTICLE 7 - TERMINATION

7.01 Default and Termination

In the event the Purchaser is in default of the Contract, the Purchaser may at its option take any steps necessary to remedy such default at the expense of the Supplier, and/or may terminate this Contract without in any way limiting the liability of the Supplier or any rights of remedies of the Purchaser under the Contract, at law or in equity.

7.02 Termination for Convenience

Notwithstanding section 7.01, the Purchaser may also terminate the Contract at any time without cause by providing written notice to the Supplier. In the event of a termination pursuant to his section 7.02, the Purchaser shall be liable to the Supplier only for payment of the Rates in respect of Deliverables accepted by the Purchaser up to the date of termination, plus any prepaid expenses or costs incurred by the Supplier directly arising from such early termination. The Purchaser shall have no liability for any other amounts, including for any loss of profit by the Supplier, and such termination shall not limit any liability of the Supplier for any obligations under the Contract arising prior to such termination.

14. APPENDIX C - SCHEDULE OF QUANTITIES

Item	Description	Quantity	Unit	Unit Rate	Amount
SCHEDULE A – BASE ITEMS					
1	General requirements: mobilization, traffic/pedestrian accommodation, survey, ESC/ECO, permits, cleanup and records	1	LS	\$_____	\$_____
2	Site preparation: removal and disposal of the existing trail, retaining wall, riprap and other required materials	1	LS	\$_____	\$_____
3	Common excavation	140	m ³	\$_____	\$_____
4	Supply and install Class 1 heavy rock riprap, including non-woven geotextile and all preparation and placement	100	m ²	\$_____	\$_____
5	Supply and install 300 mm topsoil	220	m ²	\$_____	\$_____
6	Supply and install native grass seed mix, including watering and establishment until acceptance	220	m ²	\$_____	\$_____
7	Supply and install various deciduous plants (1 gal. pot), including wood mulch	330	each	\$_____	\$_____
8	Supply and install various deciduous plants (3 gal. pot), including wood mulch	105	each	\$_____	\$_____
9	Supply and install various deciduous plants (5 gal. pot), including wood mulch	5	each	\$_____	\$_____
SCHEDULE A SUBTOTAL (EXCLUDING GST)					\$_____
SCHEDULE B – PROVISIONAL ITEMS					
P1	Supply and install various deciduous plants (1 gal. pot), including wood mulch	246	each	\$_____	\$_____
P2	Supply and install various deciduous plants (3 gal. pot), including wood mulch	97	each	\$_____	\$_____
P3	Supply and install various deciduous plants (5 gal. pot), including wood mulch	7	each	\$_____	\$_____
SCHEDULE B SUBTOTAL (EXCLUDING GST)					\$_____
SCHEDULE A & B TOTAL (EXCLUDING GST)					\$_____

PLANTING SCHEDULE

BASE PLANTING SCHEDULE			
Common Name	1 Gal.	3 Gal.	5 Gal.
Trembling Aspen	0	15	5
Red Osier Dogwood	78	27	0
Lowbush Cranberry	41	14	0
Beaked Hazelnut	57	18	0
Saskatoon	49	16	0
Wild Rose	45	15	0
Sandbar Willow	60	0	0
TOTAL	330	105	5

PROVISIONAL PLANTING SCHEDULE			
Common Name	1 Gal.	3 Gal.	5 Gal.
Trembling Aspen	0	23	7
Red Osier Dogwood	34	11	0
Lowbush Cranberry	41	14	0
Beaked Hazelnut	57	18	0
Saskatoon	49	16	0
Wild Rose	45	15	0
Sandbar Willow	20	0	0
TOTAL	246	97	7

Note: These schedules supersede the planting quantities shown on the drawings. Base quantities are included in the Work. Provisional quantities are not guaranteed and shall only be supplied and installed when authorized in writing by the County. Payment will be based on actual quantities accepted at the applicable unit rates.



APPENDIX D – BID SUBMITTAL FORM

Holowachuk Drainage Path Installation

RFQ No.: **UT-37-2026-02**

SUBMISSION CHECKLIST:

- | | |
|--|--|
| ☐ Work Plan and Methodology | ☐ WCB Clearance Letter |
| ☐ Construction Schedule | ☐ Proof of Required Insurance |
| ☐ Schedule of Quantities – Appendix C | ☐ Current COR or SECOR Safety Certificate |
| ☐ Bid Submittal Form – Appendix D | ☐ Issued addenda included in submission (if applicable) |

Failure to submit all required documents may result in rejection of the Quotation.

I _____ of _____ have
(NAME) (BIDDER)

reviewed, understand and have provided all necessary noted documentation as part of my Request for Quotation bid package.

Based on the completed Schedule of Quantities, our **Total Bid Price**, being the combined total of **Schedule A – Base Items** and **Schedule B – Provisional Items**, is: \$ _____ + GST.

The price provided above includes addendum/s _____.
(Please indicate 'N/A' if Addendums were NOT issued.)

The Bidder agrees to complete the Work at the unit rates and prices provided in the Schedule of Quantities, subject to actual quantities authorized, completed and accepted by the County.

Printed Name of Duly Authorized
Company Representative

Signature

Date