

Request for Proposal
Design-Build Construction
for
Golf Course Cold Storage Building
Lac La Biche County
RFP No.: PS-72-2026-03



Proposal Closing Date and Time:

Proposals must be received by
Thursday, August 13, 2026
at 2:00 p.m. Alberta Time

Addendum No.:	Date:
Addendum No.:	Date:
Addendum No.:	Date:
Addendum No.:	Date:

Contact:

Sabhago Oad, P.Eng
General Manager, Infrastructure Services Division
engineering@laclabichecounty.com

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Request for Proposal
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for
Lac La Biche Golf Course Cold Storage
RFP No.: **PS-72-2026-03**

1. INTRODUCTION

Lac La Biche County (the “County”) invites qualified Design-Build Contractors to submit proposals to this Request for Proposal (RFP) for design, permitting, supply, and construction of a new 30’ x 50’ cold storage building addition at the Lac La Biche Golf Course in Lac La Biche, Alberta.

The proposed building will be attached to the existing golf course maintenance building and will be used for the storage of equipment, materials, and maintenance-related assets. The successful proponent will be responsible for all aspects of project delivery, including design, engineering, permitting, construction, and project closeout.

2. PROJECT INFORMATION

2.1 PROJECT NAME

Lac La Biche Golf Course Cold Storage Building (“the “Project”)

2.2 PROJECT LOCATION

The Project is located at 101 13334 Lakeland Drive, Lac La Biche, Alberta.

3. SCOPE OF SERVICES

The successful Design-Build Contractor shall provide all labour, materials, equipment, supervision, design services, permits, and incidentals necessary to complete the project. The scope includes, but is not limited to:

3.1 DESIGN SERVICES

- Conduct site investigation and field verification.
- Review existing maintenance building and attachment requirements.
- Prepare architectural, structural, and site design drawings.
- Design foundation suitable for site conditions.
- Design building attachment and interface with existing structure.

- Provide engineered stamped drawings as required.
- Coordinate with utility providers, if applicable.

3.2 PERMITS AND APPROVALS

- Prepare and submit all permit applications.
- Obtain building, and other required permits. The County will provide the development permit for the project.
- Coordinate with applicable authorities having jurisdiction.
- Address plan review comments and revise drawings as required.
- Obtain final inspections and approvals.

3.3 CONSTRUCTION SERVICES

Provide complete construction of the cold storage building, including:

- Site preparation.
- Excavation and foundation.
- Site drainage, including proper site grading around the building.
- Structural framing.
- Exterior wall and roof systems.
- Building attachment to existing maintenance facility.
- Overhead doors and personnel doors.
- Building envelope and weatherproofing.
- 5" Concrete slab – to be priced as a deletable item. Provide price in breakdown.
- Interior finishes appropriate for an unheated cold storage facility.
- Site restoration and cleanup.

3.4 MINIMUM BUILDING REQUIREMENTS

The building shall include:

- Approximate dimensions of 30 ft x 50 ft.
- Cold storage design (unheated unless otherwise recommended).
- 5" Concrete slab-on-grade foundation. Gravel base to be provided as a minimum.
- Steel-clad exterior walls and roof.
- One (1) minimum 12 ft wide by 12' high overhead door.
- One (1) personnel access door.
- Structural design suitable for Alberta snow and wind loading requirements.
- Compatibility with existing maintenance building construction.
- Proponents may recommend alternative materials or configurations where beneficial to the County.
- Attend a project initiation meeting with the County to confirm scope, study limits, known issues, available information, and deliverables.
- Review available background information including grading, servicing, stormwater infrastructure, construction/as-built records, geotechnical information, survey/GIS data, maintenance records, and prior drainage documentation.
- Identify key data gaps, environmental constraints, and regulatory considerations.

4. CONTRACTOR RESPONSIBILITIES

The successful Contractor shall:

- Act as the Prime Contractor for the project.
- Supply all labour, materials, equipment, engineering, and supervision.
- Ensure compliance with all applicable Alberta building codes and regulations.
- Maintain site safety throughout construction.
- Provide project scheduling and progress updates.
- Coordinate all subcontractors and consultants.
- Provide warranties for workmanship and materials.
- Deliver as-built drawings upon completion.

5. PROJECT SCHEDULE

5.1 PROJECT TIMELINE

The critical timeline for this Project is as follows:

ITEM	DATE
County Issues RFP Documents	Thursday, July 23, 2026
Clarifications and Inquiries Close	Wednesday, August 5, 2026
Final Addendum Issue	Friday, August 7, 2026
RFP Closing Date	Thursday, August 13, 2026
Notify Successful Proponent	Monday, August 17, 2026
Start Date	No later than Monday, September 14, 2026
Contract Completion Date	October 31, 2026
1-Year Warranty and Final Acceptance	October 31, 2027

6. PROPOSAL REQUIREMENTS

Proponents shall submit a proposal containing the following information:

6.1 COMPANY INFORMATION

- Legal company name.
- Business address.
- Contact person.
- Telephone number and email address.

6.2 CORPORATE EXPERIENCE

- Description of the company.
- Relevant Design-Build project experience.
- Experience with agricultural, municipal, or storage facilities.
- Three project references completed within the last five years.

6.3 PROJECT APPROACH

Provide:

- Proposed design concept.
- Construction methodology.
- Schedule and timeline.
- Project team and key personnel.

6.4 DESIGN INFORMATION

- Preliminary building concept.
- Proposed structural system.
- Foundation concept.
- Building materials.

6.5 PRICING

Provide:

- Lump sum fixed price.
- Breakdown of major cost components. Provide cost of concrete slab as a deletable item.
- Allowances and assumptions.
- Applicable taxes identified separately.

6.6 SCHEDULE

Include:

- Design commencement date.
- Permit submission timeline.
- Construction start date.
- Anticipated substantial completion date.

6.7 INSURANCE AND SAFETY

Provide evidence of:

- Commercial General Liability Insurance.
- WCB-Alberta coverage.
- Corporate safety program.

7. MANDATORY REQUIREMENTS

To be considered compliant, Proponents must provide the following with their Proposal:

- Certificate of Recognition (COR) from the Alberta Construction Safety Association (ACSA) or be in the process of obtaining one and provide a Temporary Letter of Certification (TLC).
- Clearance Certificate from the Workers Compensation Board - Alberta (WCB).
- Certificate of Insurance as outlined in [Section 9.13](#)
- A Consent of Surety, or a letter from a licensed surety confirming the Proponent's ability to obtain the required bonding, including a 50% Performance Bond and a 50% Labour and Materials Bond.

The successful Proponent will be required, prior to commencing the Work, 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 Licence Application](#).

The County reserves the right to request clarification or supporting documentation from any Proponent at any time during the evaluation process.

8. PROPOSAL EVALUATION PROCESS

8.1 SCREENING

Upon receipt of the Proposals on **Thursday, August 13, 2026**, an evaluation team will screen each proposal to ensure the proponent's compliance with the requirements of this RFP. After the proposal has passed the initial screening, the evaluation team will then undertake a detailed analysis of the proponent's proposal.

8.2 EVALUATION PROCESS

The main areas of consideration in the evaluation process are:

Criteria	Weight
Relevant Experience, Project Understanding, Quality and Clarity of Submission	25
Design	20
Schedule	15
Price	40
Total	100

Incomplete Proposals or Proposals that fail to follow the format outlined in [Section 6](#) may be eliminated without further evaluation.

At any time during the evaluation process, the County may request written clarification concerning any aspect of a proponent's proposal. If the County is not satisfied as to the reliability of any proposed solution, the proposal may be rejected, at the sole discretion of the County.

8.3 AWARD STRATEGY

The successful Proponent(s) will be notified as soon as possible after acceptance of its proposal. Selection of a successful Proponent(s) does not obligate the County to negotiate or execute an Agreement.

Awards shall be made on Proposals that give the greatest value based on the evaluation.

8.4 PROPONENT DEBRIEFING

The County will not provide a debrief to the unsuccessful Proponents.

9. INSTRUCTIONS TO PROPONENTS

Electronic (PDF) copies of the Proposal documents are available for free download from the Alberta Purchasing Connection website at the following link: www.purchasingconnection.ca.

9.1 CLOSING DATE AND TIME

The Closing Date and Time for this RFP is at 2:00 p.m. Alberta Time on **Thursday, August 13, 2026**.

The Closing Date and Time may be amended at the sole discretion of the County.

9.2 PRE-PROPOSAL MEETING

Pre-bid meeting scheduled for Wednesday, July 29, 2026 at 11:00am at 101 13334 Lakeland Drive, Lac La Biche, AB. Call Dylan Maskalyk at 780 623 0248 for more information.

9.3 CLARIFICATIONS AND INQUIRES

Proponents should carefully examine the RFP document. By submitting a Proposal, the Proponent agrees that they have a clear understanding of the Project Scope.

Proponents should report any errors, omissions, discrepancies in clauses or qualifications. Proponents are advised to not rely on oral responses to requests for clarification.

All inquiries related to this RFP shall be submitted in writing via email only to engineering@laclabichecounty.com. No phone calls will be accepted.

Proponents must not contact any other County employee, officer, consultant, agent, or member of Council regarding this RFP, whether procedural or technical. Attempts to contact any other representative of the County may result in disqualification from this RFP process, and no verbal information, or information from anyone other than the designated contact person, shall be binding on the County.

When submitting an inquiry, identify your organization name, address, telephone and e-mail address, as well as the Project Name.

Proponents are strongly encouraged to submit inquiries as early as possible but not later than **Wednesday, August 5, 2026**. All questions and inquiries will be responded to as an Addendum to the RFP. The last addendum to the RFP will be issued no later than 3:00 p.m. **Friday, August 7, 2026**.

9.4 SUBMISSION OF PROPOSALS

The Proponent 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:

RFP:	LLB Golf Course Cold Storage Building
RFP No.:	PS-72-2026-03
Closing Date:	Thursday, August 13, 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:	(Proponent's Name)

The above information should appear on the outside of **all** packages or boxes containing the Proponent's Proposal. If multiple packages or boxes by being submitted, clearly indicate the number,

e.g., 1 of 3, 2 of 3, etc.

- Faxed submitted Proposals will not be accepted.
- Proposals submitted in the name of an incorporated company shall be signed in the name of the company by a duly authorized representative of the company
- Proposals received after the Closing Date and Time will not be evaluated and will be returned unopened;
- Delivery service disruptions will not be acceptable conditions for late Proposal submissions;
- At any time prior to the RFP Closing Date and Time, a Proponent may withdraw its proposal. No Proposal shall be altered, amended or withdrawn after the Closing Date and Time unless the Proponent is requested to do so by the County;
- There will be no public opening of Proposals;
- Persons or firms submitting Proposals shall be actively engaged in the line of work required by the RFP and shall be able to refer to work of similar character performed by them; and,
- The County will retain for its records all copies of Proponents' Proposals and related documents.

9.5 OFFER AND ACCEPTANCE PERIOD

A response to the RFP shall be deemed to be an offer to contract with the County based upon the terms, conditions and specifications contained in this RFP. Proposals shall constitute offers which are irrevocable for a period of sixty (60) days after the RFP's Closing Date and Time. In the County sole discretion, if a proponent's proposal is deemed not to meet these requirements, the County reserves the right to reject the proposal.

10. RFP TERMS AND CONDITIONS

10.1 DEFINITIONS

Terms used in this RFP have the meaning set out below unless otherwise indicated.

“Agreement” means a written document between the County and the Proponent(s) to perform the tasks, duties, and responsibilities, as described in this RFP.

“Alberta Time” means Mountain Standard Time or Mountain Daylight Saving Time as provided for in the Daylight-Saving Time Act of Alberta.

“Contract Administrator” means the County's representative responsible for the day-to-day administration of the contract. The Contract Administrator is the Proponent's primary County contact for all matters relating to the contract and service delivery.

“Must” means a requirement that is to be met in a substantially unaltered form for a Proponent's Proposal to be considered.

“Primary Contact” means the individual a Proponent (that has submitted a Proposal), designates to represent the Proponent during the competitive process associated with this RFP. There can be only one (1) Primary Contact.

“Proponent” means the firm or individual who has obtained a copy of this RFP.

“Proposal” means the Proponent's response to this RFP.

“Services” means everything done or performed by or through the Proponent that is within the scope of the RFP, including preparation and submission of any deliverables required by the Agreement.

10.2 EXCEPTIONS

For the Proponent to be considered for possible exemption from the application of any of the terms and conditions or specifications contained in the RFP, the County requests the Proponent's Proposal specifically address the term, condition, or specification in question by referring to the corresponding RFP page number and paragraph containing the term, condition, or specification and, if applicable, providing proposed revised wording.

The evaluation team will determine the acceptability of any proposed exemption. The extent of any proposed exemption(s) may be a factor in whether the County will accept or reject a Proponent's Proposal.

The County may elect at its sole discretion to accept or reject any Proposal or part thereof and to waive any defect, irregularity, mistake or non-compliance in any Proposal and to accept or reject any Proposal or alternative Proposal, in whole or in part, which it deems to be most advantageous to its interests.

Prior to the submission of its Proposal, the Proponent is strongly encouraged to use the Inquiries process outlined in [Section 8.3 – Clarifications and Inquiries](#) to obtain clarification from the County as to the acceptability of any proposed exception(s). Any inquiries related to this Request for Proposal must be submitted in accordance with [Section 8.3](#).

10.3 RIGHT TO CANCEL THE RFP

The County may cancel this RFP at any time before or after the Closing Date in its sole discretion and

may re-issue the RFP in the same or amended format at any time, all without liability to any Proponent.

10.4 RESERVATION

Notwithstanding anything to the contrary herein, the County reserves the right in its sole discretion to;

- Accept or reject any Proposal that exceeds the County's allocated project budget;
- Disqualify a Proponent in the event that, in the sole discretion of the County, its Proposal does not contain sufficient information to permit a thorough analysis;
- Verify the validity of the information supplied and to reject any Proposal where the contents appear to be incorrect or inaccurate in the County's estimation;
- Accept any Proposal in whole or in part;
- Accept / reject a non-compliant Proposal, or Proposal with any irregularity or defect;
- Accept or reject any Proposal where the County believes the County staffing levels required to implement and maintain a Proponent's proposed solution are unacceptable;

The lowest cost Proposal or any Proposal need not be accepted by the County and the County reserves the right to reject any/or and all Proposals at any time without any explanation or to accept any Proposal considered advantageous to the County. Award shall be made on Proposals that will give the greatest value based upon quality, services, and price.

The County reserves the right, in its sole discretion, to cancel this RFP without award or compensation to Proponents, their officers, directors, employees, or agents.

Lac La Biche County will not consider Proposals from any Proponent who has initiated litigation with Lac La Biche County for a period of three (3) years from the conclusion of the litigation. Any such Proposals received will be returned unopened. Litigation for the purpose of this policy includes a Lawsuit, Arbitration or other formal dispute resolutions processes

Any Sub-Contractor who has initiated litigation with Lac La Biche County will not be permitted to perform work under the Contract and Lac La Biche County reserves the right to have the Sub-Contractor replaced at the Proponent's expense.

Proponents being considered for award shall provide documentation proving his experience specifically related to the type of work required under this RFP prior to award of tender. At the County's discretion, contracts may not be awarded to Proponents that do not have specific experience in all aspects of the work specified in the tender.

In no circumstance shall the Owner be required to disclose to the Proponent's the Owner's reasoning or explanation behind its decision to either award a Contract or to reject all Proposals.

Notwithstanding any other provision, by submitting a Proposal, each Proponent agrees that any claim that the Proponent may have against the County and the County's employees, agents, consultants and elected officials for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this Proposal process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Proponent's actual and reasonable costs in preparing its Proposal to a maximum of \$5,000.00. For clarity, each Proponent specifically waives any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

10.5 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY ACT

The successful Proponent (the “Consultant”) agrees to hold in strict confidence and not disclose any information that it receives in connection with this Agreement and performing the Services (including without limitation any personal information as defined in the Protection of Privacy Act (Alberta) (“POPA”)), howsoever obtained (the “Confidential Information”), unless Lac La Biche County consents to such disclosure.

Confidential Information does not include any information that is already in the public domain through no fault or action of the Consultant, its directors, officers, employees, representatives, agents or contractors.

The Consultant acknowledges that Lac La Biche County is subject to the Access to Information Act (Alberta) (“ATIA”) and the Protection of Privacy Act (Alberta) (“POPA”), and that records received from the Consultant may be subject to disclosure in accordance with ATIA.

The Consultant further agrees and expressly undertakes to:

- I. Keep all records in relation to this Agreement, including the Confidential Information, in a secure place and store them in accordance with the requirements of this Agreement and applicable legislation. The Consultant must maintain appropriate administrative, technical and physical safeguards, including appropriate IT security systems and protocols, to protect all Confidential Information and prevent access by any parties not authorized to access such information pursuant to this Agreement or applicable legislation.
- II. Treat and protect the Confidential Information in the same fashion as would a prudent owner of such information and take reasonable steps to prevent unauthorized collection, use, disclosure or access to the Confidential Information by the Consultant’s directors, officers, employees, agents, consultants or other persons, whether under the Consultant’s direct control or otherwise.
- III. Notify Lac La Biche County immediately of any unauthorized disclosure, use, access to, or possession of Confidential Information, including any privacy breach involving recorded information by any person not authorized under this Agreement, and promptly provide Lac La Biche County with full details of such unauthorized disclosure, use, possession, or knowledge to the extent known by the Consultant. This obligation is in addition to any notification requirements required by applicable privacy legislation.
- IV. Provide a statutory declaration on request with respect to any breach of security or confidentiality.

The Consultant understands and acknowledges that it is responsible for maintaining the security and confidentiality of records obtained or accessible as a result of, or received pursuant to, this Agreement, including the Confidential Information, in accordance with applicable legislation.

The Consultant further acknowledges that any unauthorized disclosure of the Confidential Information may cause harm to Lac La Biche County that may not be adequately compensated by a monetary award. Accordingly, in addition to any other remedies available to Lac La Biche County at law or in equity, Lac La Biche County is entitled, as a matter of right, to apply to a court of competent jurisdiction for relief including, without limitation, a restraining order, injunction, decree or other appropriate remedy to ensure the Consultant’s compliance with the terms of this Agreement.

10.6 CONFLICT OF INTEREST

Proponents must fully disclose, in writing to the County on or before the Closing Date and Time of this RFP, the circumstances of any potential conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP. The County shall review any submissions by Proponents under this provision and may reject any Proposals where, in the sole opinion of County, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to this RFP.

10.7 GOVERNING LAW

This RFP is governed by and interpreted in accordance with the laws of the Province of Alberta and each Party agrees that issues must be determined by the Alberta courts sitting in Edmonton with respect to any matter arising out of or related to this Agreement.

10.8 SUB-CONTRACTING

Proponents retain the ability to subcontract work that is beyond their scope/capability; however, they still remain the Prime Consultant. The Prime Consultant is overall responsible for the quality of work completed and must ensure all safety regulations and applicable codes are followed.

The Proposal must identify all key subconsultants the Proponent intends to use for the Project, together with a brief description of their role and relevant experience.

The County reserves the right to review and approve or reject any proposed subconsultants, both at the Proposal stage and after award. No substitution, addition, or removal of any key subconsultants identified in the Proposal shall be made without the County's prior written consent.

Any extra costs associated with sub-contracting that were not identified in the accepted proposal remain the responsibility of the proponent.

10.9 NO COLLUSION

A Proposal may be rejected by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to matter, such as prices, with any other Proponent. Breach of this provision may result in disqualification of your proposal from the RFP process.

10.10 NEGOTIATIONS

The County may, prior to and after agreement award, negotiate changes to the services, the type of materials, the specifications or any conditions with one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary their Proposal as a result of such changes and the County shall have no liability to any other Proponent as a result of such negotiations or modifications.

10.11 DISCLAIMER OF LIABILITY AND INDEMNITY

By submitting a Proposal, a Proponent agrees:

- To be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

- That it has gathered all information necessary to perform all of its obligations under its Proposal;
- That it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal; and
- That it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents, consultants, or advisors), regardless of the matter or form in which the information is provided is incorrect or insufficient.

10.12 INSURANCE TO BE CARRIED BY SUCCESSFUL PROPONENT

At the time of the submission of its Proposal, the Proponent shall provide a valid Certificate of Insurance confirming that the Proponent currently carries, or is able to carry, insurance coverage meeting the following minimum requirements:

- (a) Commercial General Liability Insurance providing coverage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence, inclusive, covering bodily injury, personal injury, and property damage, and including:
 - I. Contractual liability;
 - II. Non-owned automobile liability;
 - III. Liability arising from the operations of subcontractors; and
 - IV. Cross-liability and severability of interests clauses
- (b) Automobile Liability Insurance covering owned or leased vehicles used in connection with the Work, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence;
- (c) Professional Liability Insurance (Errors and Omissions), where applicable to the Work, in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per claim and in the aggregate;
- (d) Workers' Compensation Coverage in accordance with the laws of the Province of Alberta for all workers engaged in the Work; and
- (e) Such other insurance as the County may reasonably require

The Proponent shall cause all insurance coverage maintained in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause.

The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County.

The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all required insurance shall be borne by the Proponent.

10.13 INTELLECTUAL PROPERTY

The Proponent acknowledges and agrees that it will not acquire any rights to any good will, trade-mark, copyright or other form of intellectual property owned by Lac La Biche County. The Proponent must not use the trade-marks or logos of Lac La Biche County except as authorized in writing by Lac La Biche County. The Proponent agrees that all works, writings, creations, inventions, techniques, improvements, software programs, designs, reports, research results and other original works, and all creations in the nature of intellectual property prepared by the Proponent in performance of the Services (the “Developed Product”) are and will be the property of Lac La Biche County (and are hereby assigned to Lac La Biche County). The Proponent waives any moral rights associated with the Developed Product, and must obtain any necessary waivers of such moral rights from any employees or consultants providing the Services on its behalf. Should the Proponent incorporate any pre-existing intellectual property into the Services, the Proponent grants Lac La Biche County an irrevocable, assignable and royalty-free license to use such pre-existing intellectual property in connection with the Services and the Developed Product. Upon the completion of the Services, the Proponent must deliver up to Lac La Biche County any and all of the documents and copies of or relating to the Developed Product in whatever form they may be found to exist whether they are printed, electronically stored or exist in any other form whatsoever.

10.14 INDEMNITY

The Proponent shall be liable to and shall indemnify and hold harmless Lac La Biche County, its employees, elected officials, contractors, agents, and volunteers (collectively, the “Indemnified Parties”) from and against any and all claims, actions, demands, losses, damages, costs (including legal costs on a solicitor and own client basis) and expenses (collectively, “Claims”) which may be made or brought against any of the Indemnified Parties, or which any of the Indemnified Parties may suffer or incur, directly or indirectly, including, but not limited to, any and all Claims arising as a result of or in connection with or relating to:

- I. any non-fulfilment or breach by the Proponent of any provision of this Agreement;
- II. the bodily injury or death of any person (including employees of either Party) arising directly or indirectly as a result of or in connection with or relating to this Agreement or the Proponent's performance of the Services or out of any acts or omissions of the Proponent;
- III. any damage to, loss of, or destruction of property (whether that of a Party or a third party) arising directly or indirectly, as a result of or in connection with or relating to this Agreement or the Proponent's performance of the Services or out of any acts or omissions of the Proponent;
- IV. any amounts (including taxes) assessed against Lac La Biche County which are the obligations of the Proponent; and
- V. any action, inaction, or negligence of the Proponent or any of its personnel in connection with the circumstances listed above.

10.15 ASSIGNMENT AND SUBCONTRACTING

The Proponent may not assign this Agreement, in whole or in part, to any person without the prior written consent of Lac La Biche County. The Proponent may not subcontract any of the Services to any person without the prior written consent of Lac La Biche County.

10.16 INDEPENDENCE

Nothing in this Agreement will be deemed or construed by the Parties to create a relationship of partnership or joint venture, principal and agent, employer-employee, master-servant, or franchisor-franchisee between or among the Parties and no provision contained in this Agreement will be interpreted to characterize the role of the Proponent other than as an independent contractor. Except as specifically authorized in this Agreement, the Proponent has no authority of any kind to act on behalf of Lac La Biche County and must not purport to do so.

10.17 WAIVER

No indulgence or forbearance by any Party will be deemed to constitute a Party giving up its rights to insist on performance in full and in a timely manner of all covenants of the other Party and any such waiver must be expressed in writing and signed by such Party and then such waiver will only be effective in the specific instance and for the specific purpose for which it is given.

10.18 FORCE MAJEURE

Where due to inclement weather, natural disasters, fires, civil unrest, acts of war or terrorism, outbreaks of disease, acts of God or other causes, it becomes unsafe or impractical to complete or perform the terms hereof, this Agreement may be terminated or suspended by Lac La Biche County without penalty or liability for further fees.

11. ANNEX A – PROPOSAL CONSENT FORM

Proponents are requested to sign and return this form with their Proposal.

Enclosed is our Proposal submitted in response to **“Engineering Consulting Services for the Drainage Assessment Project in Lac La Biche, Alberta”**. The Proponent consents, and has obtained written consent of any individuals identified in the Proposal, to the use of the information in the Proposal by the County or its agents to enable the County to evaluate the Proposal and use this information for other program purposes of the County.

Proponent Name: _____

Contact Name: _____

Proponent Billing Address: _____

Proponent Fax Number: _____

Proponent Email Address: _____

Number of Attachments (detailed information if required): _____

All issued addenda acknowledged and included in submission: ☐ Yes ☐ No ☐ Not Applicable

_____ Proponent Name	() _____ Telephone	_____ Date
_____ Authorized Signature	_____ (Print Name)	_____ Title

12. ANNEX B – PROJECT MAP



13. ANNEX C – OTHER

This section is provided for any additional information the Proponent wishes to include in support of their Proposal. Submission of materials in this section is optional.

14. ANNEX D - GENERAL TERMS AND CONDITIONS

This section forms part of the Contract with the Successful Proponent. Submission of a proposal indicates the Proponent'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 Purchaser 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.