

REQUEST FOR PROPOSAL

Engineering Services for Flood Mitigation and Infrastructure Protection

RFP NO. 2025-06-04



Department of Infrastructure Services

**TOWN OF WHITECOURT
5004 52 Avenue, Box 509
Whitecourt, AB T7S 1N6**

CLOSING: Thursday, June 26, 2025, 2:00 p.m. MST

Table of Contents

SECTION I – INTRODUCTION	3
1. SCOPE	3
2. DEFINITION OF TERMS	3
3. DELIVERABLES	4
4. INVITATION TO SUBMIT	5
5. PROPOSAL SUBMISSION	8
6. INQUIRIES	9
SECTION II – PROPOSAL REQUIREMENTS	10
1. PROPOSAL SPECIFICATIONS	10
2. FIRM PROFILE	10
3. ADDITIONAL DETAILS	10
4. PROPOSAL PRICES	11
5. EVALUATION CRITERIA	12
6. PROPOSAL AWARD	12
SECTION III - TERMS AND CONDITIONS	14
1. PROCEDURAL TERMS	14
2. GENERAL CONDITIONS	15
PRICING SUBMISSION	18
CERTIFICATION	19

SECTION I – INTRODUCTION

1. SCOPE

The Town is now seeking proposals from qualified firms to provide engineering services for flood mitigation and infrastructure protection throughout Whitecourt. Full project scope can be found in Section 3 – Deliverables.

2. DEFINITION OF TERMS

Whenever used in the *Request for Proposal*, including any forms to be included as part of any Proposal, the following words shall be deemed to have meanings as indicated below:

“Closing Time” means the deadline specified in the Request for Proposal.

“Contract” means the agreement(s) entered into by the Town of Whitecourt with the successful Proponent(s) for the goods, services, or goods and services described in the Request for Proposal.

“Contractor” means a Proponent to whom a Contract is awarded by the Town of Whitecourt for any or all of the goods and services described in the RFP.

“Control” means that the Town of Whitecourt has the authority to create, use, disclose, and dispose of any documents pertinent to the Request for Proposal.

“Custody” means that a party has physical possession of the documents pertinent to the Request for Proposal.

“FOIP Act” means the Alberta Freedom of Information and Protection of Privacy Act.

“Proponent” means a person, firm, or company submitting a proposal to the Town of Whitecourt pursuant to the Request for Proposal.

“Proposal” means the offer of a Proponent to furnish materials, supplies, or services in response to this Request for Proposal.

“Record” means information in any form, including, but not limited to, proposals, reports, documents, drawings (computer-generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such Records.

“RFP” means this Request for Proposal of the Town of Whitecourt including all forms to be included as part of any Proposal.

“**Site**” means all lands, buildings and premises where goods are to be delivered or services performed.

“**Town**” means the Town of Whitecourt.

3. DELIVERABLES

Introduction

The main goal of the Flood Mitigation and Infrastructure Protection project is to increase flood resiliency of critical infrastructure within the Town. The project includes the following:

- install reinforced sheet pilings to protect the Raw Water Intake, construct an earthen berm to protect the site, and raise the gravel access road to the site;
- raise Mill Road to protect access to the water treatment plant and ambulance station;
- construct a flood protective wall around the West Whitecourt Sewer Lift Station; and,
- raise the 47 Street access to the natural gas gate station.

The scope of the work will ensure that critical infrastructure and access to ensure continued operations of this infrastructure, within the identified flood zones, will be achieved with the work plan.

The work plan is based on recent flood mapping and projections that have been the catalyst for the scope of the work to protect these critical assets.

The Town has identified seven projects to protect public infrastructure that received funding under the DFPP Grant for Flood Mitigation for the Town of Whitecourt’s critical infrastructure that would be impacted during flooding situations. Only four are included in the RFP for Engineering services

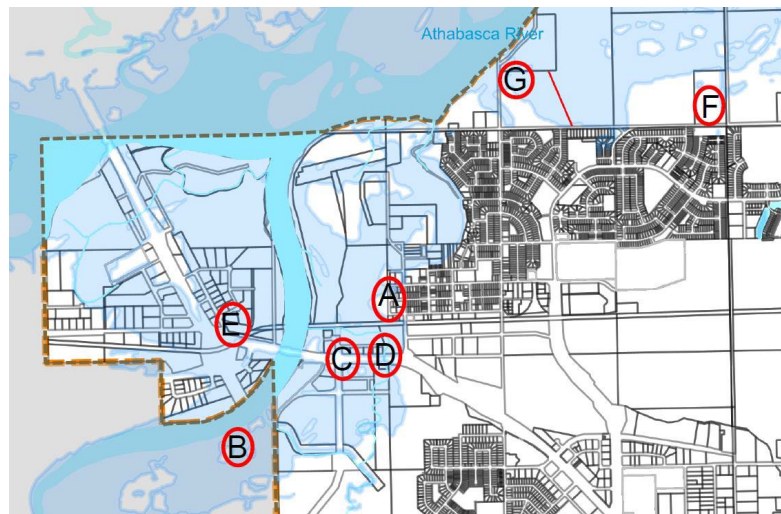
The projects protect critical infrastructure to allow the Town to maintain service delivery in the event of flooding to the design flood level. These projects provide protection to 0.3m above the design flood level (100 Year Ice Jam Flood for the McLeod River, 100 Year Open Water Flood for the Athabasca River), to provide freeboard and protection from ice damage.

Projects included in the engineering scope for the RFP include:

- b. Water Intake Flood Protection
- c&d. Water Treatment Plant and Ambulance Facility Access Flood Protection
- e. West Whitecourt Sewer Lift Station Flood Protection
- g. Natural Gas Gate Station 47th Street North

Not included in the engineering scope for the RFP:

- a. Fire Hall Flood Protection
- f. Sewer Plant Access and Inlets Flood Protection
- f. Lower Town Sanitary Manhole Flood Protection



Map with Project Locations

Project B: Water Intake Flood Protection

Situation:

The Raw Water Intake and Pumphouse, located on the east bank of the McLeod River south of the creek diversion, supplies untreated water to the Town's Water Treatment Plant and Millar Western's Mill site. Interruption of its operation results in the shut down of the treatment plant and shut down of the Pulp Mill. In the event of a raw water service interruption, reservoirs can supply 7,000 cubic metres of treated water (about 22 hours at peak demand, 42 hours' low demand) while maintaining the required reserve supply for firefighting. A service interruption greater than 22 hours requires the Town to have water hauled by truck from nearby communities to continue the support of fire protection and domestic use.

The intake site is about 0.27m below the 1:100 ice jam flood level. Ice jam flooding will result in ice blocks being forced against the intake structure, onto the site, and against the building. Damage to the intake and building would render the Pumphouse inoperable until repaired. Flooding of the site would interrupt the power supply, shutting the system down. Flooding into the building would result in pump shutdowns.

The access road to the intake site is below the 1:100 ice jam flood level. Operating the facility requires that staff have access to the site at all times. Flooding of the access requires a shutdown of the intake.

Proposed Mitigation:

- a. Install flood wall sheet piling with reinforced rails to protect the intake from ice damage.
- b. Construct diking to prevent flooding of site and ice damage to building (200m/0.8 m high).
- c. Raise the gravel access road (630m of gravel roadway needs to be raised an average of 0.7m to ensure continued access for operations).

Project funding available: \$1,014,484.

Project C&D: Water Treatment Plant and Ambulance Facility Access Flood Protection

Situation (Water Treatment Plant):

The Water Treatment Plant, south of Highway #43 at West Mountain Road, supplies treated water for domestic consumption and fire protection to the Town and serviced areas of Woodlands County. The plant, pumphouses, and reservoir are constructed to not have any openings below the design flood level, however, the road to the site and the land surrounding the facilities are below the ice jam flood level. Access to the plant would not be available during a flood, resulting in shutting down the Plant and Pumphouse. The remote Hilltop Reservoir could supply domestic for 6 hours at normal flow (12 hours at reduced flow) while maintaining required fire protection reserves. Water hauling would be required from other communities if access is restricted for a longer period.

The ice jam flood level at the site is 696.68m, approximately 1.1 metres above the parking lot elevation of 695.6m. The adjacent roadway (West Mountain Road) acts as a dike, protecting the site from direct flooding by the river, however, flood waters enter the site as backflow through the culvert under the highway. The backflow flood level is estimated at than 696.63 (River Section M 09), 1.0m above ground level.

Flooding of the site would damage the road surface and landscaping, but more importantly, result in a shutdown of the Water Treatment Plant operations.

Mitigation Options (Water Treatment Plant):

- a. Access to the site can be maintained by raising the parking lot and road to above the design flood level of back flooding (\$ 685,000).
- b. Flooding of the site can be prevented by installing a valve/gate on the culvert under Highway #43. (\$165,000).
- c. Flooding of the site can be prevented by raising Mill Road, north of Highway #43 and installing a culvert gate a Mill Road. This option would protect access to the Ambulance Facility and the pulp mill, and prevent flooding of the Valley Centre Mall. (\$380,000).
- d. Flooding of the site can be prevented by installing a flood wall from Highway #43 to the CN Rail Line, between the Quality Inn and the McLeod River. This option would protect access to the Ambulance Facility and the pulp mill, prevent flooding of the Quality Inn and the Valley Centre Mall. (\$1.6 to \$3.2 million).

Situation (Ambulance Facility):

The Ambulance Facility located north of Highway #43 on 48th Avenue is the Whitecourt base for Emergency Medical Services. It is an operations base, with equipment storage, and staff accommodation. It was constructed above flood level, however the access (48th Avenue) is 1.58m below the ice jam flood level. The site would be inaccessible during flooding, isolating equipment and personnel.

Mitigation Options (Ambulance Facility):

- a. Access to the site can be maintained by raising 48th Avenue and a portion of Mill Road above the design flood level. (\$560,000).
- b. Flooding of the access can be prevented by raising Mill Road, north of Highway #43 and installing a culvert gate a Mill Road and enhancing the diking at the CN trestle. This option would also protect access to the Water Treatment Plant south of the highway and access to the pulp mill site, and prevent flooding of the mall site. (\$380,000).

- c. Flooding of the access can be prevented by installing a flood wall from Highway #43 to the CN Rail Line, between the Quality Inn and the McLeod River. This option would protect access to the Water Treatment Plant and the pulp mill, prevent flooding of the Quality Inn and the Valley Centre Mall. (\$1.6 to \$3.2 million projected flood damage in 1:100 event).
- d. Access to the site could be maintained by constructing a new approach to Highway #43. This may present ongoing operational and safety issues for the highway. (\$125,000).

Project funding available: \$405,744.

Project E: West Whitecourt Sewer Lift Station Flood Protection

Situation:

The West Whitecourt Sewage Lift Station is located at the intersection of 51st Avenue and 59th Street, in the McLeod Industrial Area. This Lift Station pumps sewage from industrial and residential properties in West Whitecourt and the serviced portion of Woodlands County to the gravity sewer system east of the McLeod River. A service interruption at this site can result in sewage backups and overflows throughout West Whitecourt.

Ice jam flood level at the lift station is 695.4m, approximately 1.2m above the ground level of 694.2m. Flooding of the site would damage the electrical system and controls, resulting in a prolonged shutdown of the sewer system in West Whitecourt.

Mitigation Option:

The lift station is within a 20 sq. m building on a 200 sq. m site. There is not sufficient room on the site for diking. A 1.5m high flood wall, built on the site boundary, could provide protection. Provisions for access through a waterproof gate with a pump system for surface water discharge will be required. The facility would not be accessible for maintenance during a flood, however it could continue in operation and would not be damaged if protected.

Project funding available: \$228,680.

Project G: Natural Gas Gate – Station Access

Situation:

The Natural Gas Gate Station east of 47th Street on the Golf Course property supplies natural gas to several residences, the golf course, and the Wastewater Treatment Plant. Though the mechanisms in the facility are not subject to flood damage, continued access to the facility is required for inspection and maintenance. The primary interest of the Town in this facility is the provision of natural gas to the Waste Water Treatment Plant. The plant uses natural gas for facility heating, however the critical aspect is that the backup generator at the plan uses natural gas for fuel. If the gate station shuts down, the waste water plant's emergency generator will not operate during a power outage. In the event of a power failure during a flood, the wastewater plant would be shut down, with potential release of untreated sewage to the Athabasca River.

Mitigation Options:

- a. It is difficult to protect the site access to the 1:100 level, due to its proximity to the river and the back flooding of water through the golf course.
- b. Protection of the site access to the 1:50 level can be accomplished by raising 47th Street. (\$242,000).

- c. Access to the site can be protected to the 1:20 event by raising a portion of 47th Street, blocking a low gully, and installing a gated (valved) culvert. (\$85,000). Lesser access protection, allowing for ATV only access, can be provided for about \$25,000.

Project funding available: \$276,820.

For full details, please refer to the Town of Whitecourt Flood Mitigation Projects for Infrastructure Protection Report.

4. INVITATION TO SUBMIT

Firms are hereby invited to submit a Proposal for the provision of the following project:

Engineering Services for Flood Mitigation and Infrastructure Protection

RFP Number: 2025-06-04

Date Issued: Thursday, June 5, 2025

Closing Date: Thursday, June 26, 2025

Closing Time: 2:00 p.m. Mountain Standard Time (MST)

Public Opening: Thursday, June 26, 2025 at 2:01 p.m. MST

Estimated Project Start: Monday, July 14, 2025

Completion Date: Friday, October 31, 2025

These dates may be subject to change at the Town's discretion. No Proposal shall be altered, amended or withdrawn after the Closing Time

Indicate the Project Name and RFP Number on all correspondence.

5. PROPOSAL SUBMISSION

Proponents must submit the entire document of this RFP, along with all other noted requirements. RFP submissions shall be sealed and enclosed in envelope(s) marked with the project name and the RFP number. The Proponent must provide one (1) hard copy of the proposal document and one (1) digital copy on a flash drive. Electronic submissions will be accepted, however the original proposal must be delivered to the Town prior to closing in order to be considered a valid submission. Envelopes must be addressed to:

Town of Whitecourt
Po Box 509, 5004 - 52 Avenue

Whitecourt, AB T7S 1N6
RE: Engineering Services for Flood Mitigation and Infrastructure Protection
Attention: Drew Hadfield, Director of Infrastructure Services

Proposals must be received prior to the closing time set forth in Section 4, or they will not be accepted. Proponents are cautioned that the Closing Time is based on when the Proposal is received by the Town and NOT when a Proposal is submitted by the Proponent. It is the sole responsibility of the Proponent to be mindful of the length of time for the Proposal to be transmitted due to file transfer size, transmission speed or other factors. The Town shall not be responsible for any failure to receive submissions sent by the Proponent, and Proponents are encouraged to take steps to ensure their Proposal has been received in advance of the deadline. Negligence on the part of the Proponent in preparing the Proposal documents confers no right for the withdrawal of Proposal after it has been opened.

6. INQUIRIES

Refer all inquiries to the Director of Infrastructure Services, Drew Hadfield. Inquiries can be submitted by email at drewhadfield@whitecourt.ca or by phone at 780-778-2273 x 120. All inquiries and the replies thereto will be copied to all Proponents, and no other form of response shall be binding upon the Town.

SECTION II – PROPOSAL REQUIREMENTS

1. PROPOSAL SPECIFICATIONS

Each Proposal submitted to the Town shall explicitly state the project name and RFP number, as below.

Name: Engineering Services for Flood Mitigation and Infrastructure Protection

RFP Number: 2025-06-04

2. FIRM PROFILE

As part of the proposal submission, a firm profile will be required. In the profile, please include the following information:

- a. Legal firm name;
- b. Legal business address;
- c. Contact name(s), position(s), address and phone number(s);
- d. On-site address and contact information;
- e. On-site number of employees;
- f. List of sub-contractors available to this proposal if the firm is selected;
- g. Number of years in local municipal service; and
- h. Annual volume of work, in dollars, the firm is currently capable of handling.

3. ADDITIONAL DETAILS

In addition to the proposal submission, please provide the following information:

- a. Detail regarding the firms' understanding and experience with the type of work required by the Town in this RFP.
- b. A description of the individuals that would be assigned and their qualifications as they relate to the project.
- c. An estimated timeline, including the dates for start of services and completion of services;

- d. A certificate of insurance including a comprehensive general liability for an amount of not less than two million dollars (\$2,000,000.00). The certificate must be provided prior to the commencement of any contract.
- e. Details of the firm's Safety Program, including but not limited to CSTS, WHMIS, H2S and First Aid certifications. A brief description of the company's safety policies and procedures shall also be included;
- f. Proof of Worker's Compensation (W.C.B) Clearance; and,
- g. A list of recent engineering projects similar to those requested in this proposal. The following information for each such project should include:
 - i. The project title and location;
 - ii. Project description;
 - iii. Project Town and contact information, including email contact;
 - iv. Project value;
 - v. Date completed; and
 - vi. The estimated cost of construction.
- h. As part of the proposal submission, the Proponent shall include the rate per hour fees for the following and shall also include other services not specifically listed below that are deemed by the Proponent to be critical to the completion of the project:
 - i. Supervisory
 - ii. Designers
 - iii. Draftsmen
 - iv. Clerical
 - v. Vehicles
 - vi. Travel Expenses

4. PROPOSAL PRICES

Contractors must specify unit prices to include consultation, meetings, materials, mobilization, equipment, data acquisition, software, training, and any other incidental costs. In the event of any discrepancy between the unit price and extended price, the unit prices will be used. Pricing in the Proposal shall be quoted in Canadian.

4.1 GOODS AND SERVICES TAX

The Town is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item as part of individual unit price and the total bid.

4.2 SUBSTITUTIONS

Proponents are encouraged to quote substitutions unless specifically identified as no substitution (no sub). The responsibility of obtaining a substitution “equal to or exceeding” quality lies solely with the Proponents. Each alternate submission should include brochures, performance and test dates, and other informative materials, that will confirm “equal to or exceeding” quality specifications requested. The Town reserves the right to have the Proponent provide samples of substitution items for evaluation without any cost incurred by the Town.

The Town reserves the right to accept or reject any substitutions.

5. EVALUATION CRITERIA

The Town of Whitecourt intends to evaluate the submitted proposals, based on the criteria listed below. The Town shall have the sole and unfettered discretion to award up to the maximum number of points for each of the criteria listed.

CRITERIA	POINT WEIGHTING
Cost of services	50
Provided references, including names and phone numbers	10
Personnel and list of equipment to be used for the project	10
Risk Mitigation Plan	10
Details of Firm's Safety Program, including list of certifications	10
Insurance and WCB in good standing	10
TOTAL	100

The Town may elect at its sole discretion to accept or reject any Proposal and to waive any defect, irregularity or mistake 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. The Town also reserves the right to seek clarification or additional information from one or more Proponents, provided that the Town shall have no obligation to do so and no decision by the Town to exercise or decline such rights shall relieve any Proponent from its obligation to comply with the requirements of this RFP.

6. PROPOSAL AWARD

A Proposal award decision may be made after the Town has had an opportunity to examine and evaluate all Proposals in detail. The Town reserves the right to cancel this RFP at any time, or to reject any or all Proposals and to accept any part of one or more Proposals. The decision of the Town is final.

The Town intends to evaluate the submitted proposals based on the criteria listed in Evaluation Criteria. The Town shall have the sole and unfettered discretion to award up to the maximum number

of points for each of the criteria listed.

This RFP does not commit the Town to award a contract or to pay any cost incurred in the preparation of a Proposal, provision of samples, or attendance at a pre or post-award site meeting.

The Town may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with or 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 Compensation as a result of such changes and the Town shall have no liability to any other Proponent as a result of such negotiations or modifications.

SECTION III - TERMS AND CONDITIONS

1. PROCEDURAL TERMS

Proponents shall carefully read the RFP documentation and submit Proposals subject to all conditions contained in the Proposal documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. The submission of a Proposal by a Proponent shall be construed by the Town to mean that the Proponent agrees to abide by and carry out all conditions set forth in the Proposal documents. The Town reserves the right to conduct discussions with any Proponent to assure full understanding of the Proposal submitted.

1.1 PROPOSAL CLARIFICATION

Should the Proponent find, during examination of the Proposal documents, any discrepancies, omissions, ambiguities, or conflicts on or between the Proposal documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of the person noted via e-mail, no less than three days before the Proposal closing time. The questions will be reviewed, and where information sought is not clearly indicated, the Town will issue some addenda, which will become part of the Proposal documents.

1.2 AMENDMENTS

The Town reserves the right to amend or revise the RFP documents by written addenda up to the Proposal closing time. It is the responsibility of the Proponent to ascertain and verify, prior to the closing time, that it has received any and all addenda issued in relation to a Proposal package.

1.3 PROPOSAL SUBMISSION

By submitting a proposal, the proponent unconditionally acknowledges and agrees to the following:

- a. The Proponent irrevocably and unconditionally waives the right to contest, in any legal proceeding or otherwise, any of the foregoing decisions of the Town;
- b. The Proponent will be solely responsible for any and all costs and expenses incurred by it in preparing and submitting its proposal, including any costs incurred by the firm in any subsequent negotiations/discussions with the Town prior to entering into a contract or agreement
- c. The Town is entitled to exercise its sole and unfettered discretion to award the points for the evaluation of the criteria listed;
- d. The Town is entitled to exercise its sole and unfettered discretion to select an engineering firm to provide the requested engineering services, in part or in whole, or not at all and may also, at its sole and unfettered discretion, reject any and all proposals and waive irregularities and informalities;

Notwithstanding any other provision, by submitting a Proposal, the Proponent agrees that any claim that the Proponent may have against the Town and the Town'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 \$2,500.00. For clarity, each Proponent specifically waives as against the Town and such related parties 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.

1.4 CONTRACT

The signing of a formal written agreement constitutes the contract agreement between the Town and the successful Proponent. No Proponent shall acquire any legal or equitable rights until the signing of a written agreement by the Town. The Contract shall include all portions of the RFP not expressly overridden in negotiations.

1.5 LITIGATION, ARBITRATION, AND DEBT

The Town reserves the right to reject a proposal from any party that is or has been engaged in litigation or arbitration with the Town, or has any outstanding debt owed to the Town. This shall include any contract where the party is acting as a prime contractor or as a sub-contractor.

2. GENERAL CONDITIONS

2.1 TERMS OF SERVICE

By submitting a proposal, the Proponent unconditionally acknowledges and agrees that the Town of Whitecourt is entitled to exercise its sole and unfettered discretion to cancel the engineering services at any time, in writing with a 30-day notice. Likewise, the successful Proponent may withdraw their engineering services in writing with a 30-day notice. If either party cancels the delivery of engineering services, all monies owing, including current and outstanding projects will be mutually reviewed and settled as necessary, within the 30-day notice period.

2.2 COMPLIANCE WITH LAWS

The Contractor shall be responsible for complying with all Federal, Provincial, and Municipal laws, rules, regulations, and guidelines that apply.

2.3 CONTRACTOR PERFORMANCE OR DEFAULT

Contractors aware of potential or pending supply difficulties must notify the Town immediately before supply disruption endangers the Town's ability to provide products to user areas.

In the event of non-performance, the Town reserves the right to acquire the items from alternative sources and the Contractor shall be responsible for any excess cost occasioned thereby. The

Contractor will pay the amount thereof to the Town on demand. If the Contractor defaults or fails to perform in accordance with the Terms and Conditions of the RFP, the Town may terminate any remaining portion of the Contract. Termination of the Contract with the Contractor is at the sole discretion of the Town and requires five (5) days written notice delivered to the Contractor, free of any claim of the Contractor of every nature and kind.

2.4 CLAIMS FOR DAMAGE, SHORTAGE OR LOSS IN TRANSIT

Risk of loss and/or damage to all merchandise transfer to the Town upon authorized signature of receipt, subject to other provisions contained within the Terms and Conditions of this RFP. The Town agrees to examine goods to ensure that they are in satisfactory condition. Evidence of damage and short shipments will be noted on shipping documents.

The Town will notify the carrier and Contractor of loss or damage to goods within twenty-four (24) hours of receipt of shipment. The Contractor, upon notification, will claim damages, trace missing shipments, and replace items as requested. The Contractor will be responsible for further action on claims against the carrier, solely at their cost.

In case of concealed damage, the Town will notify the carrier and Contractor upon discovery, and request an inspection. Whenever practical, the goods should not be removed from the package until the carrier has either inspected the goods or waived the rights to inspection in writing. Typographical errors, failure to follow specifications, and sub-standard print quality will constitute concealed damage.

2.5 PERSONAL INJURY/PROPERTY DAMAGE

The Town shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor and its employees or agents in the performance of any agreement.

2.6 INDEMNIFICATION

The Contractor shall indemnify and hold the Town not liable with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Town with respect to this agreement.

The Contractor shall indemnify and hold the Town, its employees, and agents not liable, from any and all claims, demands, actions, and costs (including legal costs on a solicitor and his own client basis) what so ever that may arise, directly or indirectly, out of any acts or omissions of the Contractor in this agreement.

Such indemnification shall survive this agreement.

2.7 PERSONAL INJURY/PROPERTY DAMAGE

The Town shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor and its employees or agents in the performance of any agreement.

2.8 CONFIDENTIALITY

All documents submitted to the Town are subject to the protection and disclosure provisions of the **Freedom of Information and Protection of Privacy Act**. While the FOIP Act allows persons a right to access Records in the Town's Custody or Control, it also prohibits the Town from disclosing the Contractor's personal or business information, where disclosure would harm business interests or would be an unreasonable invasion of the Contractor's personal privacy as defined in sections 16 and 17 of the FOIP Act. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from disclosure of these sections.

The purpose of collecting personal information required for the RFP is to enable the Town to ensure the accuracy and reliability of the Proposal, and to evaluate the submission is in response to the RFP. The information is required by the Town to provide services and continue operations. It is recommended that Proponents advise persons whose personal information is released to the Town under this RFP. The privacy of the personal information, as well as disclosure by the Town to third parties, will be governed by the FOIP Act.

Questions about the collection of personal information pursuant to this RFP shall be submitted to Drew Hadfield, Director of Infrastructure Services.

PRICING SUBMISSION

Project B: Water Intake Flood Protection	
Price Submission:	
GST:	
Total (Including GST):	

Project C&D: Water Treatment Plant and Ambulance Facility Access Flood Protection	
Price Submission:	
GST:	
Total (Including GST):	

Project E: West Whitecourt Sewer Lift Station Flood Protection	
Price Submission:	
GST:	
Total (Including GST):	

Project G: Natural Gas Gate – Station Access	
Price Submission:	
GST:	
Total (Including GST):	

CERTIFICATION

We _____
(Company name)

Of _____
(Business address)

(Telephone number)

(Email or Fax Number)

Having examined and read the Proposal documents for RFP No. _____ as issued by Town of Whitecourt do hereby bid and agree to provide the services/products in accordance with the Proposal/RFP documents.

Signed this _____ day of _____, 20____

Signature of Authorized Representative

(Print or Type) Name of Authorized Representative

(Print or Type) Title of Authorized Representative