



Cypress County

REQUEST FOR QUOTATION

GRAVEL CRUSHING & STOCKPILING

Lee Pit NE 12-13-07 W4M

Tender No. 2026-G2

CONTENTS

<i>NOTE TO BIDDERS</i>	3
<i>INSTRUCTIONS TO BIDDERS</i>	5
1. Conditions for Quotation Submissions	5
2. Project Inquiries	5
3. Pre-Quotation Meeting.....	5
4. Site Conditions	5
5. Completing Quotation Forms	6
6. Addenda.....	7
7. Quotation Security	7
8. Safety Pre-Qualification	8
9. Rejection Of Quotations	8
10. Quotation Date Changes And Cancelling Of Quotations	9
11. Disqualification Of Bidders.....	9
12. Bidder’s Investigation And Representation	9
13. Withdrawals or Changes of Quotation Submissions	10
14. Changes to Quotation Submissions	10
15. Quotation Validation	12
16. Access To Information Act And The Protection Of Privacy Act.....	12
17. Governing Law	12
18. Contract Award Considerations.....	13
19. Signed Contract Package.....	13
20. Specifications, Special Provisions And Standards, Hierarchy Of Documents	13
<i>CONTRACTOR’S CHECKLIST</i>	15
21. Quotation Forms.....	16
Bidder’s Schedule For Work	16
Unit Price Schedule.....	18
Quotation Agreement	19
Quotation Security.....	19
Agreement.....	19
Quotation Signing And Sealing	20
<i>CONTRACT FORMS</i>	21
22. Special Provisions.....	25
23. Payment for Aggregates	28
23.1 Aggregate Measurement and Payment	28
23.2 Aggregate Quality Testing	29
24. Designation 4 – Class 20	30
25. Project Scheduling	30
26. Specification Amendments	30
27. Liquidated Damages.....	31
28. Actual Loss or Damages	32
29. Separate Drawings	33

NOTE TO BIDDERS

For information regarding this project, you may contact:

Manager of Operations
Email: operations@cypress.ab.ca

Quotations are to be received no later than **2:00 p.m.** local time on **March 31, 2026**, at the Cypress County Office (Front Counter): 816 -2nd Avenue Dunmore, Alberta.

It shall be the Bidder's responsibility to confirm with the County that its Quotation has been received prior to Quotation closing.

Quotations will be opened at **2:01 p.m.** local time on **March 31, 2026**, at the Cypress County Office:

816 - 2nd Avenue
Dunmore, Alberta

The Quotation opening will not be open to the Public.

Facsimile changes to the unit price schedule will not be accepted. Email messages may be sent to **operations@cypress.ab.ca**, marked "ATTENTION: Manager of Operations, Cypress County, Quotation Opening" on a copy of Quotation Amendment Forms found in this Quotation package. To be acceptable, the form must be received no later than the time and date set for the receipt of the Quotation. It is up to the Bidder to confirm receipt of the change.

As it is the purpose of the County to obtain the Quotation most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Quotation Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Quotation, including the right to reject all Quotations. Without limiting the generality of the foregoing, any Quotation which:

- a) is incomplete, obscure, irregular, or unrealistic
- b) is non-compliant or conditional
- c) has erasures or corrections
- d) omits a price on any one or more items in the Quotation
- e) fails to complete the information required in the Quotation
- f) is accompanied by an insufficient certified cheque, or irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the County's sole and unfettered discretion be rejected or accepted.

Further, a Quotation may be rejected or accepted on the basis of the County's unfettered assessment as to a Bidder's past work performance for the County or for anyone else, a Bidder's previous or current business or professional relationship with the County, a Bidder's financial capabilities, a Bidder's ability to perform the work, a Bidder's ability to complete the work on schedule or without delay or interference, a Bidder's equipment, a Bidder's sub-contractor, the character, integrity, reputation, judgment and experience of a Bidder, a Bidder's ability to provide maintenance or warranty work, and its history or reputation regarding the same, a Bidder's propensity for litigation or other forms of dispute, or a Bidder's history related to resolving disputes.

In no circumstance shall the County be required to disclose to the Bidders the County's reasoning or explanation behind its decision to either award a Quotation or to reject all Quotations.

The County reserves the right after Closing Time to seek clarification or to ask for additional information from one or more Bidders and reserves the right to negotiate after Closing Time with the Bidder that the County deems has provided the most advantageous Quotation; in no event will the County be required to seek clarification or to ask for additional information from all Bidders or to offer any modified terms to other than the most advantageous Bidder prior to entering into a Contract with the successful Bidder, and the County shall incur no liability to any other Bidders as a result of such discussion, negotiation or modification.

In addition to the foregoing, each bidder, by submitting a Quotation, agrees that it will not claim damages in any court proceeding or other dispute resolution forum in respect of any aspect of the within Quotation process including, but not limited to, representations made or purported to be made at any time before, during or after the Quotation process and anything arising during the contract negotiation phase, in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its Quotation; and each bidder, by submitting a Quotation, specifically waives any claim for loss of profits if no agreement is entered into with the bidder.

1. CONDITIONS FOR QUOTATION SUBMISSIONS

Bidders may submit Quotations at the following location only:

Cypress County
Administration Building (Front Counter)
816 - 2nd Avenue
Dunmore, Alberta T1B 0K3
Phone: (403) 526-2888
Email: operations@cypress.ab.ca

Bidders may submit Quotations only up to **2:00:00 p.m. local time on March 31, 2026.**

Bidders must submit Quotations on the forms issued with this Quotation Document.

It shall be the Bidder's responsibility to confirm with the County that its bid has been received prior to Quotation closing.

When submitting a Quotation, all pages entitled "Quotation Forms" and all addenda issued by Cypress County, must be submitted, sealed in an envelope, addressed to Public Works Department at the above noted address marked "**Quotation for Lee Pit Gravel Crushing**" with the Quotation number, time and date of Quotation opening clearly marked on the lower right-hand corner of the envelope.

A Bidder must indicate its name and address clearly in the upper left-hand corner of the envelope so that the Quotation submission can be identified.

2. PROJECT INQUIRIES

For information regarding this project, you may contact:

Manager of Operations
Cypress County
816 - 2nd Avenue
Dunmore, Alberta, T1B 0K3
Phone: (403) 526-2888 Email: operations@cypress.ab.ca

3. PRE-QUOTATION MEETING

The site will be available for viewing along with a County representative at the following location:

**Lee Pit – NE 12-13-07 W4M
Wednesday, March 25, 2026, between 1:00 p.m. – 2:00 p.m.**

4. SITE CONDITIONS

- a. The Bidder is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all

matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Quotation, the Bidder acknowledges that it has investigated and satisfied itself as to:

- i. The nature of the Work;
 - ii. The location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological, and geographic conditions;
 - iii. The general character, conditions, laws, and restrictions applicable to the Work that might affect the performance of the Work;
 - iv. All environmental risks, conditions, laws, and restrictions applicable to the Work that might affect the Work; and
 - v. The magnitude of the work required to execute and complete the Work.
- b. The Bidder is fully responsible for obtaining all information required for the preparation of its Quotation and for the execution of the Work. The County is not responsible for undertaking any investigations to assist the Bidder. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Quotation Documents (the “Non-Quotation Information”), form no part of this Quotation. The County assumes no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Quotation Information. Bidders who obtain or rely upon such Non-Quotation Information or other documents do so entirely at their own risk.
- c. The Bidder’s obligation to become familiar with the information described in Section 4. i. – v. is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the Quotation process. Any technical reports so provided are for information only and the County does not accept or assume any responsibility for the content or accuracy of such technical reports and the Bidder agrees that the County and its representatives shall not be liable in any way to the Bidder in respect of such technical reports. The Bidder further agrees that it shall not rely upon any oral information provided to it by the County, or its representatives.

5. COMPLETING QUOTATION FORMS

5.1 The “Unit Price Schedule” must be completed by:

- showing the unit price (where applicable), and the total for each item in the “Total Bid” column; (in case of discrepancy, the unit price figure will take precedence), and
- showing the Quotationed lump sum (where applicable) in the “Total Quotation Amount” column, and
- showing the sum of all Quotation item totals in the space marked “Total Quotation Amount”.

5.2 The Quotation must be signed by:

- an authorized representative of the bidder; and
- the official title of the bidder must be shown, and

- the official seal of the bidder must be affixed, or the signature must be witnessed and the “Affidavit of Execution of the Witness” must be completed.

6. ADDENDA

Addenda, when issued, form part of the Quotation Document. The Bidder shall acknowledge receipt of each Addendum in the space provided on the Quotation Forms. The individual items included in the Addendum shall be added, deleted, or changed in accordance with the instructions contained in the Addendum letter.

During the Quotationing period, all Addenda issued by the County will be sent by fax, email, or courier to the address for all Parties recorded by the County as having received Bid Documents, at the time the Addenda is issued. Bidders who have obtained Bid Documents from any source other than the County may not automatically receive Addenda via fax, email, or courier. Notwithstanding any other provision of this Quotation, each Bidder shall ascertain, prior to the time fixed for receiving Quotations, that it has received all Addenda issued by the County.

When an Addendum is issued by the County, the covering letter containing instructions regarding the Addendum shall be attached to the inside front cover of the “Contract and Specifications” book. The individual items included in the Addendum shall be inserted in accordance with the covering letter. Addenda, when issued, form part of these Contract Documents.

7. QUOTATION SECURITY

The bid bond must accompany the Quotation and must be in the amount of 10% of the TOTAL QUOTATION AMOUNT. The bond will be made out to Cypress County and must be signed by both the Bidder and its authorized representative of the bonding company. If a certified cheque or bank draft is used in lieu of a bid bond, it shall be made payable to “Cypress County.”

Bid bonds shall be issued by a duly incorporated surety company authorized to transact business of suretyship in the Province of Alberta in a form acceptable to the County. Quotations not accompanied by Quotation Security will be rejected as non-compliant.

The undersigned agrees that if, within twenty-one (21) days after the Contract is presented to him/her for signature, hand delivered or sent by registered mail or courier addressed to him/her at the address stated in the Quotation, the undersigned refused or fails:

- a) to sign and return to Cypress County the Contract for the performance of the Work and the supplying of Materials covered by this Quotation; or
- b) to provide security and insurance as required by this Specification,

the bid bond or deposit shall be subject to forfeiture to Cypress County, and if a Contract for that Work and Material is then entered into with some other person for a greater amount, the Undersigned is liable to Cypress County in the amount equal to the difference between the amount of his/her Quotation and the amount of the Contract actually entered into; the maximum not exceeding the amount of the security required under this section.

The bid bond shall be enforceable for the earlier of the Quotation acceptance period as specified on the Instructions to Bidders or until the bond’s principal enters into the formal Contract.

A bid bond that is a copy or improperly completed or executed may cause the Quotation to be rejected as non-compliant if, in Cypress County's judgement, this would potentially render the bid bond unenforceable. All costs associated with acquiring bonding must be covered within the Bidder's Contract price.

8. SAFETY PRE-QUALIFICATION

As a precondition to contract award, the Bidder must have a valid Certificate of Recognition (COR), or a valid Temporary Letter of Certification (TLC), or a Certificate of Recognition Equivalency Letter (COREL) for out of province Bidders, as issued by the Alberta Construction Safety Association (ACSA), or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs, or CORELs. The COR, TLC or COREL, must be relevant to the Work. Possession of a Certificate of Recognition other than a COR, TLC or COREL, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.

Bidders may be required to submit evidence of safety qualifications by the earlier of:

- a) The date that Cypress County may request in writing, or
- b) Seven days before expiry of the Quotation acceptance period

Prospective Bidders who do not possess a COR, TLC or a COREL and wish to obtain information about obtaining one are advised to contact:

The Alberta Construction Safety Association
225 Parsons Rd. S.W.
Edmonton, AB, T6X 0W6
Web Site: www.acsa-safety.org
E-mail: Edmonton@acsa-safety.org

Telephone: (780) 453-3311 or
(Toll Free) 1-800-661-2272
Fax: (780) 455-1120 or
1-877-441-0440

or another certifying partner authorized by Alberta Ministry of Labour.

It is the Bidder's responsibility to ensure its registration in the program is properly documented with the issuing certifying partner. The County will assume no liability for errors or omissions in this regard.

The Bidder must maintain a valid registration throughout the course of the Contract.

Contracts will only be awarded to bidders who, prior to the time fixed for receiving Quotations, provide a current copy of their WCB certificate.

9. REJECTION OF QUOTATIONS

The County is not required to accept the lowest cost Quotation and may reject any or all Quotations.

Submitted Quotations must substantially comply with the requirements of the Quotation Documents. Bidders are advised to pay careful attention to the wording used throughout the Quotation Documents. Failure to satisfy any term, condition or mandatory requirement may result in rejection of the Bidder's Quotation. Further, in submitting a Quotation, the Bidder understands and acknowledges that ambiguous, unclear, unreadable, or qualified Quotations may be rejected.

The County may waive an irregularity with the requirements of the Quotation Documents where the irregularity is minor or inconsequential. The determination of what is or is not a minor or inconsequential

irregularity, and the determination of whether to waive or not waive the irregularity is at the County's sole discretion.

The lowest priced compliant Bidder may be required to supply evidence of experience, qualifications, equipment, ability, and financial capability for completing the project(s) before the Contract is executed. Lack of any of these will be considered sufficient cause for rejecting the Quotation.

10. QUOTATION DATE CHANGES AND CANCELLING OF QUOTATIONS

Cypress County may extend the date and time for receiving Quotations, or Cypress County may amend, suspend, postpone, or cancel this Quotation at any time.

11. DISQUALIFICATION OF BIDDERS

Only one Quotation per Bidder will be considered. Reasonable grounds for believing that any Bidder is interested in more than one Quotation for the Work, in the capacity of the Contractor, may cause the rejection of all Quotations in which such Bidder is interested.

Any or all Quotations will be rejected if there is reason to believe that collusion exists among the Bidders, and none of the participants in such collusion will be considered in future Quotations.

12. BIDDER'S INVESTIGATION AND REPRESENTATION

The Bidder must examine the Contract Forms and Quotation Documents, including plans, drawings, specifications, and special provisions, to clearly understand the requirements of the project(s) and to carefully investigate and satisfy themselves of every condition affecting the project(s), including the site conditions and the labour and material to be provided. The Contract Standard Specifications and General Specifications are available on the Alberta Transportation web site at:

<https://www.alberta.ca/construction-contract-templates.aspx>.

The Bidder agrees that submission of a Quotation is conclusive evidence that the Bidder has made such investigation; and that, whether or not he/she has so investigated, he/she is willing to assume and does assume all risk regarding conditions affecting the project.

The Bidder acknowledges and agrees that, where provided, any information pertaining to subsurface soil, rock and groundwater conditions indicated on the borehole/test pit logs shown on the drawings: 1) has been obtained for design purposes; and 2) is valid only at the specific locations of the boreholes/test pits and only on the date(s) that the subsurface investigation(s) took place. Bidders may wish to supplement this information, for their purposes, by performing additional investigations.

The submission of a Quotation also constitutes a representation by the Bidder that:

- a) the Bidder has complied with all bidding requirements;
- b) the Bidder is qualified and experienced to perform the Work in accordance with the Quotation Documents;
- c) the bid is based upon performing the Work in accordance with the Quotation Documents, without exception; and

- d) the price or prices stated in the Quotation cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the Quotation Documents.

13. WITHDRAWALS OR CHANGES OF QUOTATION SUBMISSIONS

13.1 WITHDRAWAL OF QUOTATION SUBMISSION

A Bidder may withdraw its Quotation by submitting a request in writing signed by an authorized officer of the Bidder. Such request may be in the form of an e-mail. The request must be received in accordance with Instructions to Bidders Section 1, Conditions for Quotation Submission, prior to the Quotation Closing Date and Time.

13.2 NO WITHDRAWAL

No Bidder may withdraw a Quotation at or after the time fixed for receiving Quotations until:

- a) some other Bidder has entered into a Contract with Cypress County for the performance of the project specified in these Quotation Documents and provided the required security and evidence of insurance coverage; or
- b) thirty-five (35) calendar days after the time fixed for receiving Quotations unless Cypress County has notified the bidder that they are the successful bidder;

whichever occurs first.

The 35 day acceptance period referred to above will commence at 11:59:00 p.m. of the Closing Date and will terminate at 11:59:00 p.m. of the 35th day thereafter. If the 35th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

14. CHANGES TO QUOTATION SUBMISSIONS

A Bidder wishing to make changes to its Quotation before the Quotation Closing Date and Time may withdraw the Quotation submission and the modified Quotation may then be resubmitted in compliance with Instructions to Bidders Section 1, Conditions for Quotation Submission, up to the Quotation Closing Date and Time. Bidders are advised that requests for withdrawal of Quotation submissions must comply with Instructions to Bidders Section 13.1, Withdrawal of Quotation Submission.

If this change is only an amendment to the unit price schedule, the Bidder may send a completed copy of the "QUOTATION AMENDMENT FORM" included in the Quotation Document to the email address as shown in Section 1, Conditions for Quotation Submission, the email subject title shall contain the following:

Quotation No. 2026-G2 Lee Pit – Quotation Amendment – Name of Bidder

To be acceptable, the form must be completed in full including the legal name of the Bidder and the changes to be made, and it must be signed by an authorized officer of the Bidder and received before the time and date set for the receipt of the Quotation in accordance with the Instructions to Bidders Section 1, Conditions for Quotation Submission. The form must also be submitted in an unprotected searchable portable document format (PDF).

The County accepts no responsibility for emailed changes, it is the Bidder's responsibility to confirm receipt of any emailed changes.

The Bidder is responsible for ensuring its modifications are received before the time fixed for receiving Quotations and are legible, clear as to the intent, unambiguous, and comply with the terms of the Quotation document. Failure of the Bidder to do the foregoing will render these modifications null and void. Cypress County assumes no responsibility or liability for the content of modifications, or for modifications that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. Cypress County, at its sole discretion, may reject modifications in accordance with the terms of the Quotation Amendment Form or may reject the Quotation in accordance with Instructions to Bidders Section 9, Rejection of Quotations, or both.

Prices must not exceed two decimal places. If a submitted unit price schedule change contains prices exceeding two decimal places, Cypress County will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

The "Quotation Amendment Form," if applicable, must be completed by identifying only the changes required:

a) **Estimated Quantity Changes**

For bid items where the unit price is fixed and the Bidder is required to provide an estimated quantity (for example site occupancy), show the amount of the increase, or decrease of the quantity in the "Estimated Quantity Changes + or -" column and the total value of the change in the "Net Change to Total Bid + or -" column. Use the unit price as it appears in the unit price schedule as the unit price in the Quotation Amendment Form.

In case of discrepancy, the estimated quantity figure in the "Estimated Quantity Changes + or -" column will take precedence over the amount in "Net Change to Total Bid + or -" column, and the unit price in the unit price schedule will take precedence over the unit price in the Quotation Amendment Form;

b) **Unit Price Changes**

For bid items where the Bidder is required to provide a unit price, show the amount of the change to the unit price in the "Unit Price Changes + or -" column, and the total for each change in the "Net Change to Total Bid + or -" column. Use the estimated quantity as it appears in the unit price schedule as the estimated quantity in the Quotation Amendment Form.

In case of discrepancy, the change to the unit price figure in the "Unit Price Changes + or -" column will take precedence over the total change in the "Net Change to Total Bid" column;

c) **Lump Sum Changes**

For bid items where the Bidder is required to provide a lump sum, leave a blank space in the "Unit Price Changes + or -" column, and enter the amount of the lump sum change in the "Net Change to Total Bid + or -" column; and

d) **Net Change to Total Bid**

Show the sum of all items in the "Net Change to Total Bid + or -" column in the space after "Increase (+) or Reduce (-) Total Quotation By."

If arithmetical errors are discovered, the changed estimated quantities or unit prices, as applicable, will be considered as representing the Bidder's intentions; and the net change to total bid price extensions

and the change to total Quotation amount entered in the Quotation Amendment Form will be corrected accordingly by the Department. The Bidder will be bound to such corrected amounts.

15. QUOTATION VALIDATION

The County will check the completeness and accuracy of all Bidders' Quotation submissions to determine the lowest compliant bid.

Extensions to unit price items and estimated quantity items entered in the unit price schedule will be verified by the County. If arithmetical errors are discovered:

- for unit price items, then the unit prices will be considered as representing the Bidder's intentions;
- for estimated quantity items, then the estimated quantity will be considered as representing the Bidder's intentions.

and the unit price or estimated quantity extensions and the Total Quotation amount in the unit price schedule will be corrected accordingly by the County. The Bidder will be bound to such corrected amounts.

If an estimated quantity or unit price is not filled in by the Bidder for an item, but an amount is stated in the Total Bid column, then the County will determine:

- the unit price by dividing the extended amount by the estimated quantity and this unit price value will be considered as representing the Bidder's intentions; or
- the estimated quantity by dividing the extended amount by the unit price and this estimated quantity will be considered as representing the Bidder's intentions.

The Total Quotation will be the arithmetically correct sum of the arithmetically correct total bid extensions and lump sums in the unit price schedule.

16. ACCESS TO INFORMATION ACT AND THE PROTECTION OF PRIVACY ACT

All documents submitted to Cypress County are subject to the provisions to the *Access to Information Act* and the *Protection of Privacy Act*. These Acts provide every person with a right of access to records under the control of Cypress County, subject to limited and specific exemptions.

The Access to Information Act prohibits the disclosure of certain third-party information, including trade secrets, confidential financial, commercial, scientific or technical information, where disclosure could reasonably be expected to result in material financial loss or gain, or prejudice the competitive position of a third party, as set out in section 19 of the Act. The Protection of Privacy Act protects personal information from disclosure where such release would constitute an unreasonable invasion of privacy, as defined under section 13 of the Act.

Proposers are encouraged to clearly identify any portions of their submissions that contain confidential business information or personal information, and to describe the potential harm that could reasonably be expected to result from disclosure. However, Cypress County cannot guarantee that any portion of a submission will be withheld if disclosure is required under the *Access to Information Act*.

17. GOVERNING LAW

This bid process will be governed and interpreted in accordance with the laws in force in the Province of Alberta and the Bidder irrevocably attorns to the exclusive jurisdiction of the Courts of Alberta.

18. CONTRACT AWARD CONSIDERATIONS

Bidders shall complete the schedule contained in this document. The County reserves the right to base the award on the Total Quotation. Where the Contract contains deletable bid items, the County reserves the right to make the award based on either the inclusion or deletion of such bid items, regardless of the option chosen, no separate or additional payment will be made.

The Contractor is further advised that, due to budgetary considerations, the County reserves the right to modify the work limit and/or the work quantities either up or down to achieve budgetary requirements, the Contractor agrees such modifications shall not be considered as a waiver of any condition of the Contract, nor as invalidating any of the provisions thereof, nor shall any changes be made in the Contract unit prices on account of such modifications, but the same unit prices shall apply as if no modification had been made.

The County reserves the right to not award the Contract. The Contractor shall have no claim against the County should the County exercise its right to not award the Contract.

Bidders may be a single individual, partnership, corporation, or company. However, if the Bidder is a partnership, corporation, or company it must be registered with the Alberta Corporate Registry prior to Contract award.

19. SIGNED CONTRACT PACKAGE

The Contract Forms, Statutory Declarations and any other applicable forms and schedules will be completed by the successful Bidder and included in the signed Contract.

20. SPECIFICATIONS, SPECIAL PROVISIONS AND STANDARDS, HIERARCHY OF DOCUMENTS

The following documents apply to this Instructions to Bidders. These documents can be found either in the Quotation Documents or on the Department website. General Specifications are found in General Specifications and Specification Amendments for Highway and Bridge Construction. Specification Amendments are included both in Section 6 of the Quotation Documents and in the General Specifications and Specification Amendments for Highway and Bridge Construction. In the event of discrepancies, the hierarchy of documents is as follows, in descending order:

- Instructions to Bidders
- Special Provisions
- Project specific construction plans
- Standard construction plans
- Specification Amendments
- Supplemental Specifications
- General Specifications
- Standard Construction Specifications

In the event of a difference between scaled dimensions on Plans and the figures written thereon, the figures govern. In the event that two or more plans show conflicting information, the information on the most recently dated plan governs.

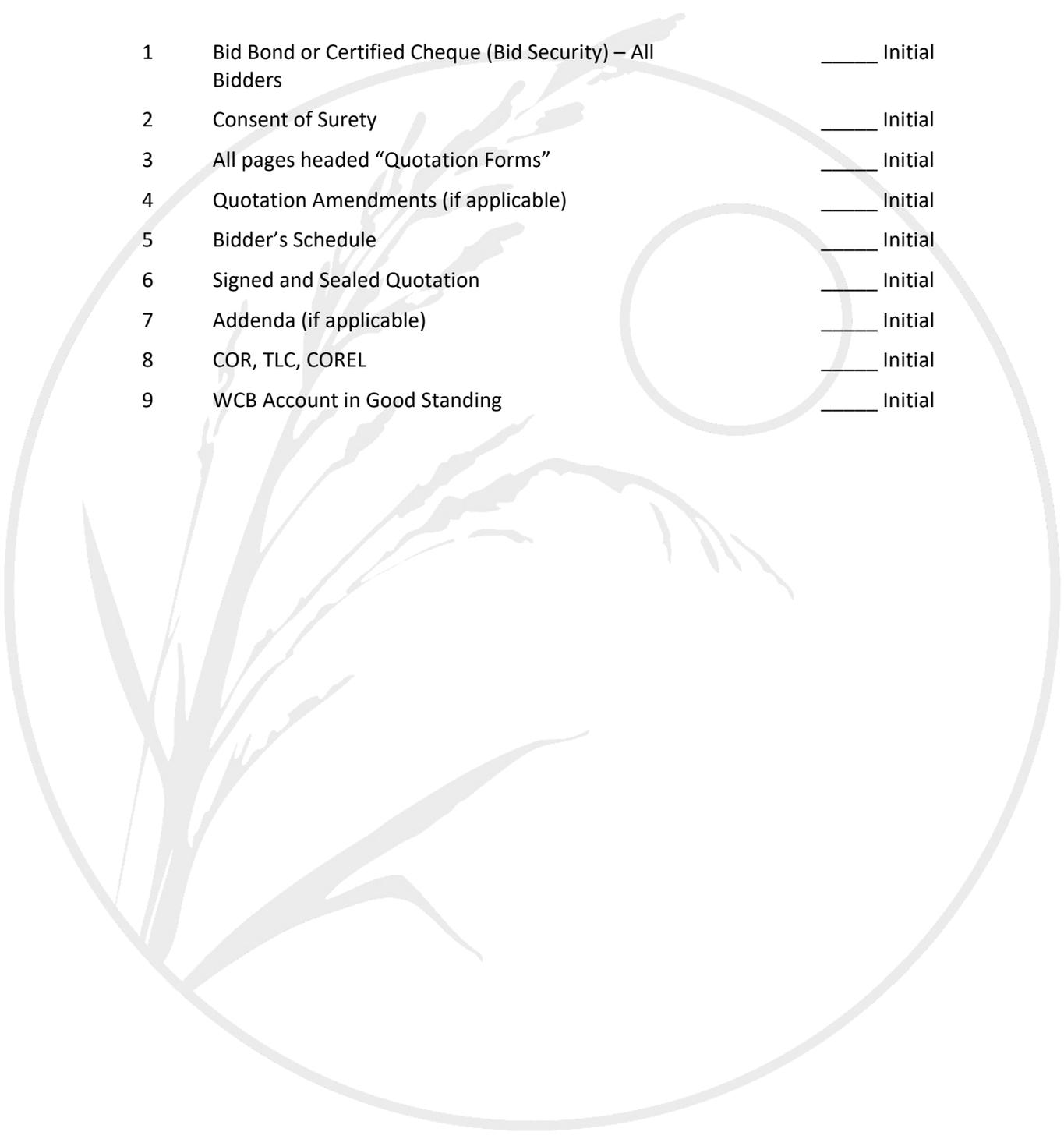
Any technical and manufacturer's standard, Government Act, Regulation, or Code of Practice referred to in the Contract documents will be a reference to the version current at the time the Contract is awarded.

Remainder of page is intentionally blank.



CONTRACTOR'S CHECKLIST

The following items have been included in the Quotation package submission:

- 
- | | | |
|---|---|---------------|
| 1 | Bid Bond or Certified Cheque (Bid Security) – All Bidders | _____ Initial |
| 2 | Consent of Surety | _____ Initial |
| 3 | All pages headed “Quotation Forms” | _____ Initial |
| 4 | Quotation Amendments (if applicable) | _____ Initial |
| 5 | Bidder’s Schedule | _____ Initial |
| 6 | Signed and Sealed Quotation | _____ Initial |
| 7 | Addenda (if applicable) | _____ Initial |
| 8 | COR, TLC, COREL | _____ Initial |
| 9 | WCB Account in Good Standing | _____ Initial |

21. QUOTATION FORMS

BIDDER'S SCHEDULE FOR WORK

Bidders are required to submit, along with their Quotation, this schedule sheet showing their proposed starting date and completion date of this project.

Schedule

Project	Starting Date	*Completion Date	Number of Crushing Days
Lee Pit 55,000 tonnes of Designation 4 Class 20 Gravel Surfacing Aggregate			

***Completion dates that exceed the Contract Completion Date will be considered a conditional or alternative bid and may be rejected.**

Contractor (print and sign)

Date

QUOTATION FOR CONSTRUCTION

To CYPRESS COUNTY of the Province of Alberta:

(NAME OF CONTRACTOR)

The undersigned hereby Quotations and agrees to execute and construct all work of every description required in the construction and final completion of the following work:

Lee Pit
NE 12-13-07 W4M
Gravel Crushing and Stockpiling

In strict accordance with the plans and specifications, for the unit prices in the unit price schedule enclosed.

The undersigned acknowledges receipt of the following Addenda,

This shall form part of the Quotation Document

UNIT PRICE SCHEDULE

Bid Item	Description	Estimated Quantities		Unit Price		Total Bid
1	Crushing and Stockpiling Designation 4, Class 20 (3.2.4) (Special Provisions)	55,000	tonnes	\$ _____	Per tonne	\$ _____
Total Quotation (G.S.T Not Included)						\$ _____

*Final payment will be based on actual surveyed quantities for crushed aggregate to stockpile.

Measurements will be surveyed by an Alberta Land Surveyor. The quantity will be measured in cubic meters. The conversion to tonnage for payment will be 1m³ = 1.632 tonne; Specification 3.2.4.1.

QUOTATION AGREEMENT

The Owner reserves the right to accept or reject any or all Quotations and to waive irregularities and informalities at its discretion. The Owner reserves the right to accept a Quotation other than the lowest Quotation without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the Owner to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the Owner deems appropriate. Without limiting the generality of the foregoing, the Owner may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision including but not limited to the following:

- any past experience with the Bidder, or lack thereof;
- the results of any reference check done by the Owner;
- information relating to the financial state of the Bidder, however obtained.

QUOTATION SECURITY

The Undersigned encloses herewith as a deposit, a bid bond, or a certified cheque payable to “CYPRESS COUNTY” of the Province of Alberta for ten percent (10%) of the TOTAL QUOTATION AMOUNT.

The undersigned hereby agrees that if, within twenty-one (21) days after the Contract is presented to him/her for signature, hand delivered or sent by registered mail or courier addressed to him/her at the address stated in the Quotation, the undersigned refused or fails:

- a) To sign and return to Cypress County the Contract for the performance of the work and the supplying of material covered by this Quotation; or
- b) to provide security and insurance as required by the Specifications,

The bid bond or deposit shall be subject to forfeiture to Cypress County, and if a contract for that work and material is then entered into with some other person for a greater amount, the Undersigned is liable to Cypress County in the amount equal to the difference between the amount of his Quotation and the amount of the contract actually entered into; the maximum not exceeding the amount of the security required under this section.

AGREEMENT

Should this Quotation be accepted, the undersigned agrees to enter into written agreement with Cypress County for the faithful performance of the works covered by this Quotation, in accordance with the said plans and specifications and complete the said work on or before **July 31, 2026**.

QUOTATION SIGNING AND SEALING

An authorized signing officer shall affix his signature to this Quotation. The Quotation shall be either sealed with the Company Seal, or the Affidavit of Execution of the Witness shall be completed. Failure to comply may result in the Quotation being rejected.

<p>AFFIDAVIT OF EXECUTION CANADA PROVINCE OF ALBERTA TO WIT:</p> <p>I, _____ of the City/Town of _____ _____ in the Province of _____ make oath and say:</p> <p>That I was personally present and did see _____ named in the annexed instrument, and who is known to me to be the person named therein, duly sign, and execute the same for the purposes named therein; that the same was executed at the _____ of _____ in the said Province, and that I am the _____ subscribing witness thereto;</p> <p>That I personally know the said _____ and he/she is in my belief of the full age of eighteen years.</p> <p>SWORN before me at the City/Town of _____ in the Province of Alberta, this _____ day of _____ 20____.</p> <p>_____ Witness Sign Here</p>	<p>(Seal)</p> <p>_____ Contractor's Name (Company Name)</p> <p>_____ Authorized Signature</p> <p>_____ Address</p> <p>_____ Postal Code</p> <p>_____ Contractor's Telephone Number</p> <p>_____ Witness</p> <p>_____ Date</p>
--	--

This Agreement made and concluded in triplicate as of this ____ day of _____, 2026,

Between

CYPRESS COUNTY

(Hereinafter called the "County")
of the first part

and

(Hereinafter called the "Contractor")
of the second part in the Province of Alberta.

WITNESSETH that for and in consideration of the covenants and agreements on the part of Cypress County, hereinafter contained and the prices hereinafter mentioned, the Contractor for itself, its executors, administrators and assigns, covenants and agrees with Cypress County to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

Lee Pit

NE 12-13-07 W4M

Gravel Crushing and Stockpiling

in strict accordance with the plans and specifications of said work hereto attached, and to deliver the same over, complete and fully finished in every particular to the County on or before the completion date of July 14, 2026.

It is mutually agreed that the attached Quotation or proposal and bond of the Contractor, together with the plans, specifications, and any special provisions herein designated and referred to are hereby made and shall be considered part of this Agreement the same as if herein fully set forth.

IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying Cypress County that all just claims for labour and materials and for damages in connection with the work have been paid, Cypress County covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the Contractor's attached proposal or Quotation.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal as of the day and year herein mentioned, and these presents have been signed and sealed by the representatives of Cypress County, on behalf of Cypress County.

SIGNED, SEALED AND DELIVERED BY THE CONTRACTOR IN THE PRESENECE OF:	
Witness	Contractor

SIGNED, AND SEALED ON BEHALF OF CYPRESS COUNTY:	
Witness	Al Hoggan, Chief Administrative Officer

QUOTATION AMENDMENT FORMS

We, _____
 (Name of Contractor)

The undersigned modify the unit price schedule for our Quotation as shown in the following table:

UNIT PRICE SCHEDULE CHANGES				
Replacing ALL previous Unit Price Schedule changes				
Item No.	Description [List bid items that require change to estimated quantity]	Estimated Quantity Changes + or -	Unit Price ^(a)	Net Change to Total Bid + or -
		_____ Day		
		_____ Day		
Item No.	Description [List bid items that require change to Unit Price or Lump Sum]	Estimated Quantity ^(b)	Unit Price Change ^(c) + or -	Net Change to Total Bid ^(d) + or -
Increase (+) or Reduce (-) Total Quotation By				

For estimated quantity items state the unit price as it appears in the unit price schedule.

- (a) For unit price or lump sum items state the estimated quantity as it appears in the unit price schedule.
- (b) For lump sum items leave "Unit Price Changes + or -" column blank.
- (c) For lump sum items enter + or - the change amount in the "Net Change to Total Bid + or -."

(d) If required, additional amendment items may be added or attached to this form.

Each Bidder shall ascertain before Quotation submission that it has obtained all Addenda issued by the County and by signing the Quotation Amendment Form acknowledges that all issued Addenda have been examined, read, and considered in their bid.

We also acknowledge and agree that:

1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are null and void.
2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
3. Failure of these revisions to arrive on time, accurately or completely for any reason will render these revisions null and void.

Contractor (Print and Sign)

Position in Company

Company Name

Date

Cypress County is not responsible for faxed/emailed amendments not being received.

22. SPECIAL PROVISIONS

STANDARD SPECIFICATIONS, SPECIFICATION AMENDMENTS AND TYPICAL DRAWINGS

All reference to “Specifications” in this Quotation document will be understood to mean Government of Alberta – Transportation’s publications, which shall form part of the Contract, more specifically:

Standard Specifications for Highway Construction – Edition 16, 2019;
General Specifications and Specification Amendments for Highway and Bridge Construction – Edition 16, 2019;

DEFINITIONS

The word “Owner” or “Department” shall mean CYPRESS COUNTY.

GOODS AND SERVICES TAX (G.S.T.)

Bid prices are to EXCLUDE the Goods and Services Tax on all materials and services supplied by the Contractor and incorporated into the work.

The County will include the applicable Goods and Services Tax payment on the monthly and final progress payments.

CONTRACT INFORMATION DOCUMENTS

Contract Information Documents including, but not limited to, geotechnical reports, miscellaneous documents, and reference drawings that may have been provided to the Contractor or made available to the Contractor for viewing during the Quotation period shall not be considered part of the Contract Documents.

The Contractor is not entitled to rely upon the factual information or factual data in any Contract Information Document, nor any opinions or interpretations contained therein. Contract Information Documents shall not be considered accurate, complete, or appropriate, and are made available solely for the purpose of providing the Bidder with access to the information available to the County.

PRIME CONTRACTOR

The Contractor’s attention is drawn to the General Specifications and Specification Amendments for Designation of Prime Contractor Highway and Bridge Construction, Edition 16, 2019, Specification 1.2.44, “Occupational Health and Safety Act,” and Section 1.2.44.1.1, “Prime Contractor.” The Contractor will assume all “Prime Contractor” responsibilities for this contract.

HOLDBACK ON MONTHLY PROGRESS PAYMENTS

The Holdback will be ten (10%) percent for this contract and held for a minimum period of forty-five (45) days after project completion.

ROAD USE AGREEMENT

The Contractor shall be responsible for any Local Road Use Agreements within Cypress County. The agreement will cover the use of local roads and will address maintenance and restoration of roads utilized to complete this contract.

ENVIRONMENTAL CONTROL

CAMPSITES

Prior to the establishment of a campsite and roads providing access thereto or for other camp uses, the Contractor shall obtain the approval from Cypress County.

All campsites shall be kept in a neat and sanitary condition at all times.

Prior to the abandonment of the campsite, the Contractor shall obtain a "Reclamation Clearance" from Cypress County.

CONTROL OF EQUIPMENT

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 the County.

ENVIRONMENTAL CONSTRUCTION OPERATIONS PLAN

The Contractor shall prepare and implement an Environmental Construction Operations Plan for the Contractor's project activities in accordance with the Alberta Transportation manual entitled "Environmental Construction Operations Plan (ECO Plan) Framework."

The Contractor shall submit the ECO Plan to the County at least 14 calendar days prior to the pre-construction meeting. The County will review the ECO Plan and communicate any concerns to the Contractor at least 7 calendar days prior to the pre-construction meeting. The Contractor shall address any issues or concerns with regard to the proposed ECO Plan to the satisfaction of the County prior to the commencement of the Work.

HISTORICAL RESOURCES

Pursuant to Section 27 of the Historical Resources Act, should any paleontological or historical resources be discovered during the conduct of construction activities, the County's representative is to be informed immediately. Pursuant to information from the appropriate governing body, it may be necessary for the County to issue further instructions regarding the documentation of these resources.

HEAVY EQUIPMENT CLEANING

All Heavy Equipment must be properly cleaned and void of all soil and vegetative matter, prior to its arrival on site. 48 hours' notice must be given to the County's representative, prior to the Equipment's arrival. Inspections of the Equipment may be required. No Heavy Equipment will be off-loaded or delivered (via transport or under own power) unless it has prior approval by the County.

WORK IN THE VICINITY OF UTILITIES

UTILITIES AND PIPELINES

It is the Contractor's responsibility to locate all underground and aboveground utilities and pipelines. The Contractor is responsible for the cost of repairing any gas line, telephone cables or any utilities and pipeline damaged as a result of the construction.

GENERAL SPECIFICATION 1.2.58 "DIESEL FUEL COST ADJUSTMENT" ADDITION

General specification 1.2.58 "Diesel Fuel Cost Adjustment" will **NOT** be used on this project.

SCOPE OF WORK

The work under the terms of this contract involves the crushing and stockpiling of aggregates at the respective location named in this document.

CONTRACT AGGREGATE DESIGNATIONS

For this Contract, the Contractor shall provide Quality Control Testing as specified in the Table 3.2.3.2(c) of the specifications.

The County may inspect the aggregate production process and test the quality of material produced at any time and as often as is deemed necessary.

Acceptance or rejection of aggregate materials placed in stockpile will be based on the Quality Assurance test results provided by the County.

SOURCE OF AGGREGATE

Lee Pit

PIT OPERATION REQUIREMENTS

The Contractor's operations in the designated sources shall be in accordance with Section 3.2 of the *"Standard Specifications for Highway Construction,"* Edition 16, 2019, including the following additional requirements:

Discharges and/or spills of oil, diesel fuel, and/or other regulated substances shall be reported to the County and appropriate authorities. The Contractor shall be held responsible for the cost of any clean up as required by Alberta Environmental and Parks (AEP) and Cypress County.

Should living accommodations be utilized on site, all wastewaters must be captured, hauled off site, and disposed of in accordance with wastewater regulations.

The Contractor shall, at his expense, supply and maintain functional restroom facilities for the use of on-site personnel.

Prior to commencing crushing and stockpiling, the County will level the designated stockpile location base area and do an original ground survey by a third party.

The Contractor shall haul and stockpile crushed aggregate to the stockpile location indicated in the Pit Plan or as directed by the County.

All stockpiles shall be built by truck(s) loading at the crusher and dumping on top of the stockpile. The minimum completed stockpile height shall be 7.0 m. Conveyor belts may be considered if the method ensures no product segregation.

Reject sand shall be placed in a location as directed by the County.

Any areas excavated or disturbed by the Contractor's operations shall be sloped to the satisfaction of the County, by the Contractor at his expense. Active faces may be sloped at 2:1. Depleted or boundary faces shall be sloped at 3:1 or as directed by the County once all aggregate has been removed. All efforts should be made to safely remove the aggregates from along the boundaries and buffer lines. These vertical faces

shall then be sloped at 3:1 with available reject material or overburden that is stockpiled outside of the active phase shown on the plans.

The Contractor shall commence mining as per the pit plans provided or as directed by the County. The identified area is to be depleted of aggregate up to the proposed limits of excavation in the Pit Crushing Plan or until the Contract quantities are obtained.

The Contractor shall uniformly work the entire depth of the existing face, including all suitable aggregate even if the pit face is of minimum depth.

All work shall occur above the water table for this Contract.

All aggregate up to and including 300mm diameter shall be crushed.

All oversize material shall be stockpiled for use by the County as directed by the County's representative. The County may request some extra work to be completed to screen a small pile of rip rap (class 1M, 175mm nominal dia). A cost estimate would be negotiated at that time and will be considered extra work.

Excavation of stockpile location will be confirmed by the County prior to the start of crushing operations.

Final inspections shall be conducted and approved by the County prior to the Contractor demobilizing equipment from the pit.

23. PAYMENT FOR AGGREGATES

23.1 AGGREGATE MEASUREMENT AND PAYMENT

The production of aggregates, including the processing, hauling, stockpiling and addition or subtraction of sands, and any other aggregate gradation adjustments and modifications, will not be paid for separately.

Payment for the production and stockpiling of the aggregate will be made at the unit price bid per tonne for the specified class of material, and shall cover all costs associated with the crushing, hauling, and stockpiling of the aggregate and elimination material. The Contractor shall supply all necessary materials, labour, equipment, expertise, supervision, and any other incidentals necessary to complete the work, as per the Contract specifications and provisions. Final payments will be made as per the unit price bid for crushing and stockpiling of the specified aggregate material, upon inspection and acceptance of the completed work. Payment from Cypress County will only be paid on the final finished product pile measurement by a third party.

Conversion Rate: $1\text{m}^3 = 1.632$ tonnes

Prior to stockpiling operations, the County will complete the initial cross sections for the base of the stockpile locations. When crushing and stockpiling of a bid item is complete the Contractor shall level the stockpiled aggregate to a uniform shape. The Contractor shall provide the County a minimum of 48 hours' notice of when the measurement is required.

A third party land surveyor will then measure the stockpiled product to determine the volume of acceptable material produced. The pile will be measured a maximum of two times at no charge to the Contractor.

No allowance will be made for settlement of the stockpile, truck compaction, belt scale methods, or any other means of stockpiling used. The stockpile will be surveyed, and payment will be made per the unit price schedule for each aggregate by the tonne.

No separate payment will be made for supply of aggregate, or haul of aggregate-related items. The cost of this work will be considered included in the unit price bid for the class of aggregate produced.

No payment will be made for material rejected by the County, or material that does not meet the applicable specifications. Rejected materials shall be stockpiled at a location suitable to the County.

23.2 AGGREGATE QUALITY TESTING

For this Contract, the County does require the Contractor to provide Quality Control Testing, as outlined in the *Standard Specifications for Highway Construction*, Section 3.2.3.2.3 'Quality Control Testing.' Test Frequency:

First 2,500 tonnes = 3 tests

After 2,500 tonnes (when in spec) = 1 test per 2,500 tonnes

No payment will be made for the following:

- i. Material which was rejected by the County, or which does not meet the applicable specifications.
- ii. Reject oversize aggregate.
- iii. County may increase or decrease the contract quantity upon mutual consent at the contract rate.

The County will complete random Quality Assurance Testing under this Contract. The test results will be provided to the Contractor as soon as they are available. The frequency of testing for each material type will be decided prior to commencement of crushing operations.

The County may inspect the aggregate production process and test the quality of material produced at any time and as often as is deemed necessary.

The Contractor must supply a safe set of steps, landing, and railing for taking samples off the belt. Crushing operation must be stopped for the time to remove the sample. This procedure must be reviewed and inspected by the County before any crushing takes place.

Quality Control Testing, the testing shall be done by a Professional Engineering Services firm and by a qualified laboratory licensed to practice in the Province of Alberta. Payment for this testing will be considered incidental to the unit price bid for the class of aggregate material.

Acceptance or rejection of aggregate materials placed in stockpile will be based on the Quality Assurance test results provided by the County.

24. DESIGNATION 4 – CLASS 20

For this Contract, the standard specification tolerances within Table 3.2.3.1, Specifications for Aggregate of the Standard Specifications for Highway Construction, Edition 16, 2019 will apply for this designation and these classes of materials.

DESIGNATION		4
Class (mm)		20
Percent Passing Metric Sieve (CGSB 8-GP- 2M) µm	25,000	
	20,000	100
	16,000	
	12,500	
	10,000	35-77
	8,000	
	5,000	15-55
	1250	0-30
	630	
	315	
	160	
	80	0-12
% FRACTURE BY WEIGHT (2 FACES)	ALL +5000	40+

A stockpile per cubic meter conversion factor of 1.632 tonne/m³ to be used as per Specification 3.2.4.2.

25. PROJECT SCHEDULING

Once the Contractor commences crushing, he/she shall continue to crush until the entire Contract is completed.

Breaks will be allowed for inclement weather periods only as it is the intent of this special provision that the Contractor will not be allowed to remove its crusher from the project until the project is completed in its entirety once crushing commences.

26. SPECIFICATION AMENDMENTS

AMENDMENT TO SPECIFICATION 1.2. GENERAL

RE: INSURANCE

Section 1.2.4, “Insurance” of the General Specifications shall be modified to require inclusion of the County as additional insured for this project.

Sub-section 1.2.4 (i) is modified to read: “General Liability Insurance in an amount not less than five million dollars (\$5,000,000) inclusive per occurrence, ...”

AMENDMENT TO SPECIFICATION 1. GENERAL

RE: CLAIMS AND DISPUTE RESOLUTION

Delete the contents of Section 1.2.57.1.2 Resolution of Claims and 1.2.57.2, Dispute Resolution Process and replace with:

1.2.57.1.2 Resolution of Claims

Where the County (or its Representative) or the Contractor considers that a Claim has arisen the County (or its Representative) or Contractor shall issue a Notice of Claim to the other party.

A Notice of Claim must be in writing and state the details of the claim. A Notice of Claim issued by the Contractor to the County pursuant to this Contract must be served to the County (or its Representative).

A Notice of Claim must be served as soon as possible after the occurrence of the circumstance giving rise to the Claim and not later than seven (7) calendar days after the occurrence of the circumstance, or the claimant becoming aware of the circumstance. Failure to serve a Notice of Claim within the prescribed time period will preclude the claimant from proceeding with the Claim.

The Parties will make bona fide efforts to resolve a claim and the Work will proceed without delay during the claims resolution process. This includes both parties actively participating in the resolution of the claim, neither of whom may delegate the resolution of the claim to another party. Attempts to resolve claims must sequentially follow the administrative review structure as follows:

General Manager of Operations for Cypress County.

If there is failure to reach agreement through this administrative review, either party may proceed to litigation either with or without the agreement of the other party.

AMENDMENT TO HIGHWAY CONSTRUCTION SPECIFICATION 7.1

RE: TRAFFIC ACCOMODATION AND TEMPORARY SIGNING

Delete the third paragraph of Section 7.1.15.2 Bonus and Penalty Assessment. No bonus payment will be considered for this Contract.

AMENDMENT TO SPECIFICATION 1.2, GENERAL

RE: FAILURE TO COMPLETE ON TIME

Delete the contents of Section 1.2.40 and replace with:

Without limiting any other rights or remedies the County has under this Contract, in equity or at law, if any Work for and Schedule required to be completed by the applicable completion date(s) remains incomplete after that date the County will deduct from money due the Contractor, Liquidated Damages, actual loss or damages, or both.

If there are insufficient funds to cover these amounts, the County may invoice the Contractor. The Contractor must promptly pay the amounts invoiced within 60 days. Liquidated Damages and actual loss or damages are set out below:

27. LIQUIDATED DAMAGES

The Contractor agrees to provide to the County, a stipulated sum per day for each and every day beyond the specified completion date(s) that the Work remains uncompleted, regardless of actual loss or damages, and in accordance with the following terms:

The sum of \$1,500.00 per calendar day. This sum will be applied daily for every Completion Date(s) missed and may result in multiple sums being charged per calendar day. For example, if Work required for two

or more completion dates remains incomplete this sum will be applied to each missed completion date until the Work associated with the applicable completion date(s) is complete. The Contractor will notify the County when the applicable work is complete, and the County will confirm that all applicable Work is completed and the assessment of Liquidated Damages for the applicable Work will cease. The Contractor will not be assessed Liquidated Damages for the time spent correcting any Defects identified during the Construction Completion Inspection.

At the discretion of the County, this daily rate will be reduced to \$500.00 per calendar day if all Work has been completed, except for minor clean up.

28. ACTUAL LOSS OR DAMAGES

In addition to the daily stipulation sum for Liquidated Damages, as set out in 26. above, the Contractor agrees to provide to the County, the actual loss or damages suffered by the County for each and every day beyond the specified Completion Date(s) that the Work remains uncompleted for the following items:

- (a) The additional cost of maintenance and repair necessary to safely operator or protect the infrastructure including, but not limited to, surface treatments, surface maintenance, erosion protection, signage, guardrail and other safety or protection items;
- (b) The cost of accommodating traffic over, through or around portions of the Works;
- (c) Related claims from third parties against the County for damages;
- (d) Related costs from Engineering Services and Consultant Fees against the County.

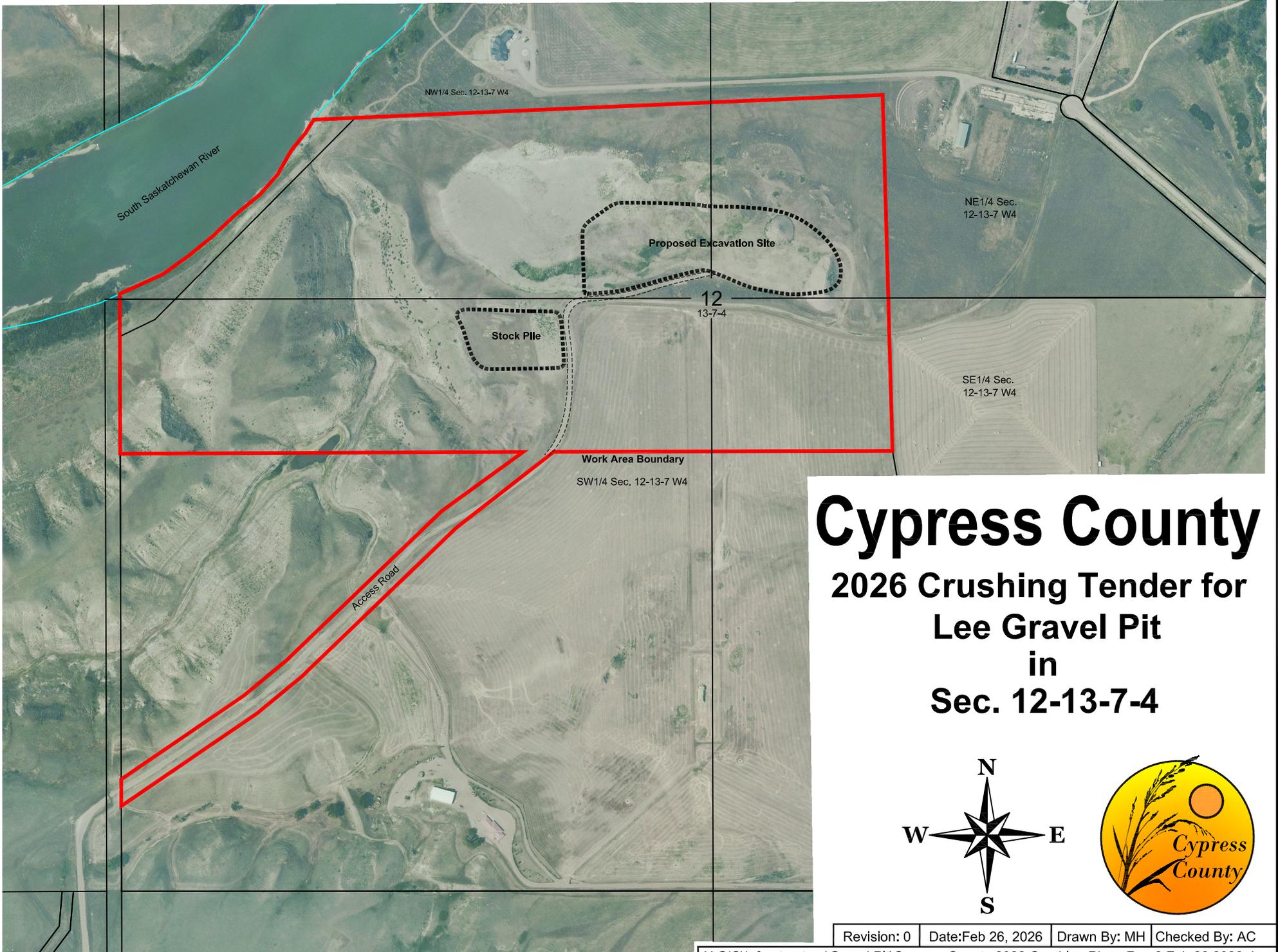
The County will deduct assessed amounts from payments due on this Contract. If there are insufficient funds to cover the assessed amounts, the County will invoice the Contractor. The Contractor shall promptly pay the amounts invoiced. Should any amounts remain unpaid after sixty (60) days from the date of invoice, the County may recover such unpaid sum from any money due to the Contractor from the County on any Contract or account, rendering an accounting to the Contractor for any sums so recovered.

29. SEPARATE DRAWINGS

The following drawing included in this contract shall form part of the Contract Documents:

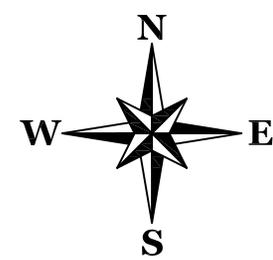
Pit Name	Description
Lee Pit	Crushing Plan

Contractors are advised that drawings issued for Quotation are photocopy reproductions and due to file conversion and/or reproduction variations, scaling from these drawings shall not be relied upon as accurate.



Cypress County

2026 Crushing Tender for Lee Gravel Pit in Sec. 12-13-7-4



Revision: 0 | Date: Feb 26, 2026 | Drawn By: MH | Checked By: AC