

## **CALL FOR TENDER**

## FOR THE PROVISION OF SERVICES FOR:

SCOPE A: THE WINTER ROAD CONSTRUCTION AND MAINTENANCE OF THE MOOSE LAKE TRAIL

SCOPE B: THE NAMUR LAKE WINTER ROAD CONSTRUCTION AND MAINTENANCE OF THE NAMUR LAKE TRAIL, AND CONSTRUCTION AND MAINTENANCE OF AN ICE BRIDGE OVER THE ELLS RIVER

BID CALL: October 31, 2025

BIDS CLOSE: November 7, 2025

CALL FOR TENDER (CFT) – Summary				
	Scope A: Winter road construction and maintenance of the Moose Lake Trail for the Winter season of 2025 – 2026 (November 2025 to April 2026) (" <b>Scope A</b> ")			
Scope of Service	Scope B: Winter road construction and maintenance of the Namur Lake Trail and Construction of an ice bridge over the Ells River for the Winter season of 2025-2026 (November 2025 to April 2026) (" <b>Scope B</b> ")			
	(collectively "Scopes of Work")			
CFT Issued By	Fort McKay First Nation (" <b>FMFN</b> ")			
Issue Date	Wednesday, October 31, 2025			
Closing Date/Time ("Submission Deadline")	Bids must be received before 17:00 hours (5:00 pm) Mountain Time on: Friday, November 7, 2025			
Contact Information and Questions	All enquiries related to this CFT including any requests for information, questions, and clarification, are to be directed to: <a href="mailto:crandell@fortmckay.com">crandell@fortmckay.com</a> referencing "Moose Lake Trail Winter Road" in the subject line of the email.  Note all questions should be received no later than <b>Monday, November 3</b> 5:00pm in order to allow for the questions to be answered. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all			
Delivery of Bids	bidders. Bid Submissions must be submitted via e-mail as one PDF copy of the Bid to procurement@fortmckay.com & crandell@fortmckay.com.			
Notification	All Bidders will receive written notification of their Bid status upon completion of the competitive process.			
Expected Term:	Expected Start Date of Project: November 9, 2025 weather permitting  This date is for planning purposes only and may change depending on this competitive process.	Expected End Date of Project: At the end of spring break up estimated to be April 1, 2026		
Bids	All Bids must be signed by an authorized representative of the Bidder.			

## **BACKGROUND:**

- A. FMFN is issuing this Call for Tender ("CFT") regarding the provision of services as defined in **Schedule "A" Scopes of Work**.
  - a. Scope A: The purpose and objective of the services relate to the winter road construction, general maintenance, and repair of the Moose Lake Trail for the 2025/2026 Winter Season to make it safe and accessible for light trucks and trailers, ATV and similar recreational vehicles for Fort McKay First Nation members to access the Moose Lake Reserves.
  - b. Scope B: The purpose and objective of the Services relate to the construction, general maintenance, repair, and operation of the Namur Lake Trail and an ice bridge across the Ells River for the 2025/2026 Winter Season to make it safe and accessible for light trucks and trailers, ATV and similar recreational vehicles during the winter to cross the Ells River for Fort McKay First Nation members to access the Moose Lake Reserves.
- B. Scope A consists of the entire length of the "Moose Lake Trail", which consists of approximately 60km from KM 0 to Paradise Bay, as further described in **Schedule "B" Moose Lake Road Construction**.
- C. Scope B consists of the entire length of the "Namur Lake Trail" (approximately 10km) and an ice bridge over the Ells River, as further described in **Schedule** "C" Namur Lake Road & Ice Bridge.
- D. The successful Bidder shall complete the Scopes of Work in accordance, and comply, with all requirements of Temporary Diversion Licence DAUT0024484 issued to FMFN by the Government of Alberta as provided in **Schedule "D" 2025-26 Temporary Diversion License DAUT0024484**, and obtain the consent or approval of all Licence of Occupation holders.
- E. The successful Bidder shall complete daily and weekly progress reports as required by FMFN including a weekly report in the form shown in **Schedule** "E" **Weekly Progress Report** Form.

## 1. **DEFINITIONS**

1.1 In this CFT, the following terms have the following meanings:

"Addendum" means any one or more written revisions to this CFT issued by FMFN;

"Bid" means the Bidder's response to this CFT under its terms and conditions;

"Bidder" means the party responding to this CFT;

"Business Day" means any day other than a Saturday, Sunday, or statutory holiday recognized in the Province of Alberta or any day that FMFN's Band office is closed.

#### 2. BID REQUIREMENTS AND SUBMISSIONS

2.1 The Bidder must submit the following documents to FMFN in their complete Bid submission:

- (a) A profile setting out the company's qualifications and experience with projects of a similar nature including contact names of references for the identified projects;
- (b) A total price schedule with detailed and complete itemized costs to complete the Scopes of Work;
- (c) A copy of any engineering plans to be relied on;
- (d) A list of equipment that is expected to be used;
- (e) Proof of valid and relevant insurance consisting of WCB; Commercial General Liability and automotive/equipment insurance coverage not less than five million dollars (\$5,000,000.00) for each occurrence. The successful Bidder will be required to name FMFN and its Chief and Council as additional named insureds;
- (f) A copy of the Bidder's safety policies and Standard Operating Procedures;
- (g) An overview of planned daily, weekly, and monthly services to be undertaken, for the entire Expected Term for the construction, maintenance, summer season preparation, and decommissioning periods;
- (h) A proposal for providing daily and weekly progress reports to FMFN, including reporting on weekly withdraw rates under the Temporary Diversion Licence;
- (i) Names and experience of those who are proposed to complete the work;
- (j) Information regarding any Indigenous ownership and/or employees;
- (k) A list of any sub-contractors being proposed to support the work; and
- (I) A list of any assumptions made in the bid.
- 2.2 Bidders may amend their Bid at any time prior to the Submission Deadline upon request to FMFN.
- 2.3 The Bidder is responsible for evaluating the Scopes of Work and determining pricing for the Bid. The Bidder is responsible for making any inquiries or arrangements necessary to become fully informed of the nature of the Scopes of Work. By submission of the Bid, the Bidder acknowledges it has investigated and satisfied itself as to:
  - (a) the nature of the Scopes of Work;
  - (b) the location of and all conditions relating to the Scopes of Work site, as applicable, including but not limited to accessibility, general character, surface conditions, utilities, uncertainties of seasonal weather, and all other physical, topographical, and geographical conditions;
  - (c) the general character, quality, quantity, and availability of specified items, supplies, equipment, and materials necessary to execute and complete the Scopes of Work;
  - (d) any accommodations, facilities, services, or utilities that performance of the Scopes of Work may require;

- (e) all environmental risks, conditions, laws, and restrictions applicable to the Bidder or the Scopes of Work;
- (f) all conditions affecting labour on the Scopes of Work, including but not limited to, availability, productivity, administrative practices, and environmental, health, and safety rules and guidelines; and
- (g) the magnitude of the work, services, supplies, materials, or equipment required to execute and complete the Scopes of Work.
- 2.4 By submission of the Bid, the Bidder warrants and represents:
  - (a) the Bidder accepts the conditions of this CFT and complied with its terms and conditions:
  - (b) the Bidder is qualified and experienced to perform the Scopes of Work in accordance with this CFT, including but not limited to all required training, accreditation, skills, and experience required to complete the Scopes of Work;
  - (c) the cost or pricing in the Bid covers the Bidder's obligations necessary for the performance of the Scopes of Work in accordance with this CFT;
  - (d) the cost or pricing of the Bid represents the total price of the Scopes of Work, including all direct and indirect costs such as insurance, freight, overhead, and applicable taxes, which should be itemized separately;
  - (e) the individual submitting the Bid is authorized to submit the Bid on behalf of the Bidder; and
  - (f) the Bidder will complete the Scopes of Work in accordance with all applicable laws and standards of law.
- 2.5 All information, regardless of form, including personal information that is obtained, generated, provide by FMFN or by the Bidder in a submitting a Bid shall be kept in confidence and may not be disclosed without FMFN's consent.

# 3. <u>INQUIRIES AND AMENDMENTS</u>

- 3.1 The Bidder shall remain responsible for reviewing this CFT. If the Bidder finds any errors, discrepancies, or omissions, or if any part of this CFT is unclear, the Bidder is responsible for requesting clarity or additional information from FMFN before submitting their Bid.
- 3.2 In the event FMFN issues an Addendum to this CFT, a copy will be posted to FMFN's website and shall take precedence over any verbal explanations or instructions. Bidders must acknowledge they have received all Addendums issued by FMFN in their Bid.

## 4. **BID IRREGULARITIES**

4.1 In the event of any minor irregularities on a Bid submission, FMFN may seek clarification with the Bidder to provide an opportunity for the Bidder to correct the irregularity and continue in the bid process, however, FMFN may disqualify the Bidder if the irregularity is not satisfactorily corrected. Additionally, FMFN retains the right to automatically disqualify any Bidder for major

irregularities on their Bid submissions, including any deviations from the competitive bid process and which is material to the award.

4.2 FMFN may, in its sole discretion, choose to retain any Bid for consideration and may waive any or all of the foregoing on such terms or conditions as FMFN may consider appropriate, even if any of the foregoing would otherwise render a Bid null and void, and the Bid may be considered in the same manner as Bids that fully conform to the requirements of this CFT without qualification.

## 5. REVIEW AND ACCEPTANCE OF BID

- 5.1 If a contract is to be awarded as a result of this CFT, it will be awarded to the Bidder whose Bid, in FMFN's opinion, provides the best potential value to FMFN and is capable in all respects to fully perform the Scopes of Work and has the integrity and reliability to assure performance of the Scopes of Work. FMFN reserves the right to, in its sole and absolute discretion, consider the following in its evaluation of a Bid:
  - (a) qualifications of the Bidder;
  - (b) past experience with the Bidder;
  - (c) the expertise and experience with similar scope or projects of the Bidder;
  - (d) the schedule or timing of the performance of the Services, including potential work commencement and end dates;
  - (e) the Bidder's commitment to, and past record on, health and safety and environmental protection:
  - (f) level of effort and budget;
  - (g) Bidders who are Indigenous-owned business; and
  - (h) any perceived lack of commercial credibility or financial resources.
- 5.2 Following acceptance by FMFN, written notice of award will be issued to the successful Bidder and the successful Bidder shall submit the following documents to FMFN within 5 Business Days:
  - (a) Registration with Fort McKay First Nation as a qualified vendor;
  - (b) A valid WCB Clearance Letter (if not already provided in the bid submission);
  - (c) Acceptable evidence of appropriate insurance naming FMFN and its Chief and Council as named insureds alongside a copy of each policy.
  - (d) Contact information of all field personnel completing the work (for emergency response purposes); and
  - (e) Any other documentation that FMFN, in its sole discretion, requires.
- 5.3 The lowest or any Bid will not necessarily be accepted. Notwithstanding any custom of the trade to the contrary, FMFN reserves the right to reject the lowest Bid, even if the lowest Bid

is a compliant Bid, accept any Bid or part thereof, negotiate any aspect of any Bid, advertise for new Bids, negotiate a contract as FMFN deems to be most advantageous to FMFN's interest without incurring any liability, and to award a contract to whomever FMFN in its sole and absolute discretion deems appropriate and solely in the best interest of FMFN and no Bidder will have any claim against FMFN as a consequence. Unless required otherwise, FMFN shall not, at any time, be required to disclose any information to the Bidders regarding FMFN's consideration and evaluation of Bids.

- 5.4 If FMFN decides to award a contract based on a Bid received in response to this CFT, the successful Bidder will be notified of the award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Bidders will not acquire any legal or equitable rights or privileges whatsoever and FMFN shall not be obligated in any manner to the successful Bidder whatsoever until a contract has been duly executed by the parties.
- In the event the Bidder fails to respond to any notice of award, for any reason, FMFN reserves the right to terminate such notice and award a contract to any other Bidder which FMFN considers appropriate.
- Any resulting contract will be in such form determined by FMFN and shall contain the relevant provisions of this CFT, the accepted Bid, and any other such terms that may be required by FMFN, whether arising from the accepted Bid or as a result of any negotiations between FMFN and the Bidder. FMFN reserves the right to negotiate modifications with any Bidder who has submitted a Bid.
- 5.7 Any resulting contract with the successful Bidder will require payment terms to require payments to be made on an interim and final basis. Invoices for work completed by the successful Bidder must be submitted no later than April 30, 2026. FMFN will be required to endeavour to make payments within 30 Business days from the date of the Bidder's invoice subject to FMFN's approval of the work and receipt of complete and adequate daily and weekly progress reports in a form required by FMFN, including the form shown in *Schedule "E" Weekly Progress Report Form*.
- 5.8 In addition to any remedies available to FMFN, any resulting contract will allow FMFN to immediately terminate its contract with the successful Bidder if the successful Bidder breaches or fails to observe and perform any of the terms of the contract or for any deficiency as determined by FMFN in its sole discretion.
- 5.9 For any contract that includes work beyond the current fiscal year, authorization to proceed with additional work to be completed in future years will be conditional upon any approval spending by FMFN for each future year. Contracts will only be executed for work that has approved funding under the current budget.
- 5.10 If FMFN receives no Bids satisfactory to FMFN, in its sole discretion, FMFN reserves the right in its sole discretion to negotiate a contract for the whole or any part of the Scopes of Work with any one or more persons whatsoever, including any one or more of the Bidders, or to postpone or cancel this CFT and issue a new CFT, or to cancel or postpone some or all of the CFT.

#### 6. OTHER TERMS AND CONDITIONS

6.1 FMFN shall not, under any circumstances, be responsible for any costs, expenses, loss, damage or liabilities, whether direct, indirect, consequential or economic in nature, incurred by a Bidder as a result of, in connection with or incidental to:

- (a) the tendering of the Scopes of Work;
- (b) costs incurred for the preparation of any Bid;
- (c) the acceptance or rejection of any Bid; or
- (d) the exercise by FMFN of its rights under this CFT.
- 6.2 By participation in the procurement process under this CFT, the Bidder, on its own behalf and on behalf of all firms, corporations and individuals that may comprise the Bidder, agrees that none of FMFN or any of its representatives, including elected or appointed officials, any directors, officers, employees, and agents or other representatives, shall by liable to any Bidder, or any firm, corporation or individual comprising the Bidder, including in contract, tort, statutory duty, duty of fairness, duty of care, law, equity or otherwise, for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred in preparing and submitting a Bid, or negotiations of any contract, or in any way arising in connection with this CFT or any associated Bid. The Bidder further agrees on its own behalf and on behalf of all firms, corporations and individuals comprising the Bidder, that the award of a contract is in the sole discretion of FMFN and in no event shall the Bidder, or any firms, corporations or individuals comprising the Bidder seek any injunctive or other relief to prevent or delay the award of the contract or the performance of any services in relation to the Scopes of Work.
- 6.3 FMFN does not, by virtue of this CFT, call, commit to an award of a Bid, nor does it limit itself to accepting the lowest price or any Bid submitted, but reserves the right to award this Bid in any manner deemed to be in FMFN's best interest.
- 6.4 FMFN has the right to cancel this CFT at any time and to reissue it for any reason whatsoever, without incurring any liability and no Bidder will have any claim against FMFN as a result of the cancellation or reissuance of this CFT.
- 6.5 FMFN will not make any payments for the preparation of any response to this CFT and all costs incurred by a Bidder relating to their Bid will be borne by the Bidder.
- 6.6 FMFN will not consider any Bid that is delivered to any address or in any manner other than that provided in this CFT.
- 6.7 The Bid and accompanying documentation submitted by the Bidders are the property of FMFN and will not be returned.
- 6.8 Bidders shall disclose in their Bid any actual or potential conflicts of interest and/or existing business relationships it may have with FMFN, its elected or appointed officials, and/or employees. FMFN may rely on such disclosure.
- 6.9 Upon final receipt of the Bids at the Submission Deadline, FMFN, in its sole discretion, may elect to conduct a post-Bid meeting with one or more Bidders to discuss in detail their Bid submission or other items FMFN may consider appropriate or necessary without invalidating the Bid process.
- 6.10 Before award of any contract, the Bidder may be required to provide specific information with respect to its legal and or financial status.

- 6.11 Bidders and their agents will not contact any member of FMFN with respect to this CFT, other than the contact specified herein, at any time prior to the award of a contract or the cancellation of this CFT.
- 6.12 The successful Bidder is free to provide services for other clients during FMFN's engagement, provided such other activities do not interfere with or conflict with their obligations to FMFN.

# SCHEDULE "A" SCOPES OF WORK

The successful Bidder will provide the following for the Scopes of Work:

## Requirements for the Scopes of Work A and B:

- Off-season preparation:
  - Prior to March 15, 2026, or at anytime directed by FMFN, the Bidder will be required to transport and place up to approximately 150 swamp (rig) mats procured by FMFN along sections of the Moose Lake Trail that will be identified by FMFN. This requirement will be condition specific, to be determined at FMFN's sole discretion. These areas may be challenging to traverse by off-highway vehicles during the non-frozen months, usually in sections where significant wetland areas are found.
  - o The cost for this component of work should be outlined separately in the Bid.

## Signage:

- The Bidder shall provide and maintain signs and other devices required to indicate construction activities or other temporary and unusual conditions resulting from project work which may require road user response. The information will include but not be limited to:
  - terms of use and weight ratings along the Moose Lake Trail and at either end of the Ells River ice bridge.
- The Bidder shall provide and maintain appropriate signage in both directions of the Ells River ice bridge crossing to warn of risks, as well as ensure gates and signage are in place when the ice bridge crossing is unsafe and closed for use.
- FMFN will review signage information prior to installation.
- The Bidder will provide, at their own expense, any and all labour, materials, supplies, tools, machinery, equipment, whether operated or not operated, which are necessary for the purposes of completing the Scopes of Work unless stated otherwise;
- The Bidder's invoices shall include the Bidder's name and address, the dates the work completed, a description of work completed, and the amount invoiced, as previously agreed with FMFN;
- The Bidder will submit weekly progress reports in the form attached as Schedule E.
- The Bidder will obtain any required approvals or consents from Licence of Occupation Holders and any additionally required Temporary Diversion Licences from the Province of Alberta;
- The Bidder will comply with all applicable statutes and regulations and the lawful requirements and directions of any governmental authority having jurisdiction with respect to the Bidder and provision of the Services, at its own expense.

## Requirements for Scope A:

- Construct and maintain a winter road along the Moose Lake Trail, per the included Moose Lake Trail centreline survey as shown on Schedule "B" – Moose Lake Road Construction, and in accordance with the Temporary Diversion Licence DAUT0024484 granted by the Province of Alberta as shown in Schedule "D" - 2025-26 Temporary Diversion License DAUT0024484.
- Perform all work required for the fulfilment and completion of Scope A, including any and all labour, construction, maintenance, repair, general upkeep, and other services that may be reasonably inferred from prevailing trade customs or industry standards, whether or not specifically called for.
- Wherever possible and in accordance with the Temporary Diversion Licence as shown Schedule "D" - 2025-26 Temporary Diversion License DAUT0024484 the Bidder shall construct the Moose Lake Trail to an approximate width of 20 feet wide.

## Requirements for Scope B - Namur Lake Trail Winter Road & Construction of Ice Bridge:

- Construct and maintain a winter road along the Namur Lake Trail, per the routing outlined in Schedule "C" – Namur Lake Road & Ice Bridge, and in accordance and in accordance with the Temporary Diversion Licence DAUT0024484 granted by the Province of Alberta as shown in Schedule "D" - 2025-26 Temporary Diversion License DAUT0024484.
- Perform all work required for the fulfilment and completion of Scope B, including any and all labour, construction, maintenance, repair, general upkeep, and other services that may be reasonably inferred from prevailing trade customs or industry standards, whether or not specifically called for.
- Work will include, but not be limited to, the construction, maintenance and operation of the ice bridge at the Ells River (SW-15-097-16) based on the following requirements:
  - It is advised that the Bidder should obtain engineering advice based on allowable stress design from a Professional Engineer licensed to practice in the Province of Alberta who has experience building ice bridges across rivers;
  - Construction must be continuous until weight capacity has reached 15,000 Kg or greater.
  - Flooding of the ice bridge should be done using the broadcast method with Typhoon style pumps or spray ice method or other alternative method that will produce the same results. Aeration of the flooding water must be avoided.
  - Flooding will commence after the formation of natural ice across the entire crossing, and ice thickness is deemed safe for access. Manual removal of snow in preparation for the first flood will produce higher-quality ice and removes the thermal insulation effects of the snow. If packed snow cannot be removed (due to equipment limitations on the natural ice thickness), the first flood should be conducted to bind the snow together.
  - The first flood should not exceed 2.5 cm in depth. Subsequent floods should not exceed 5.0 cm in depth, nor exceed such depth that will prevent freezing during a 24hour period based on ambient air temperature.

- In no instance will flooding occur over a previous flood that has not completely frozen.
   Should this event occur, the Bidder must drill relief holes augured to allow the escape of the unfrozen floodwater.
- Flooding of the snow-covered ice bridges that produces "Slush Ice" is prohibited. A maximum thickness of 2.5 cm of snowfall may be melted and absorbed into the flood water providing weather conditions are favorable for melting the snow with the flood water. Snowfall of 2.5 cm or greater must be cleared prior to flooding ice bridges.
- The Bidder will advise the FMFN when the ice bridge structures are adequate to carry the required loads and provide evidence of the ice thicknesses in writing.
- Bidder must use delineators, barricades and any other traffic devices required to direct traffic away from areas undergoing flooding, recently flooded areas, and areas that remain unfrozen.
- Full thickness of the ice bridge structure must be complete prior to final construction of any required approach ramps if the ramps extend onto the ice bridges.
- Ramps to crossings must be constructed using clean snow that is free of debris, sediment and dirt. Snow for ramps must be provided from snow accumulated and gathered from the river crossing or by using snow making equipment. At no time should snow from other sources be placed on the Ells River unless explicitly authorized by Regulatory Authorities.
- Minimum Ice Thickness for road crossing will be established using the Gold Formula with an A value of 4. Typical loads and ice thicknesses are provided in Table 1 below for reference. This table is for clear blue ice on rivers. This table does not apply for parked loads, or where ice faults or other deficiencies are evident.

## • Table 1 - Ice Strength for Continuous Travel

Loading (kg)	Thickness (cm)	Thickness (inches)	Notes
100	5	2	Unsafe
400	10	4	Foot traffic
900	15	6	Snowmobile
5,000	36	14	Light-Duty Vehicle
15,000	62	24	Medium-Duty Vehicle
27,500	83	32.5	Tandem and Triaxle
45,000	106	42	Tractor-Semitrailer

<sup>\*</sup> Note: Loading based on Gold's formula: P (kg)= A x (thickness in cm)<sup>2</sup>, A = 4.

Results shown are rounded for convenience and unit conversion.

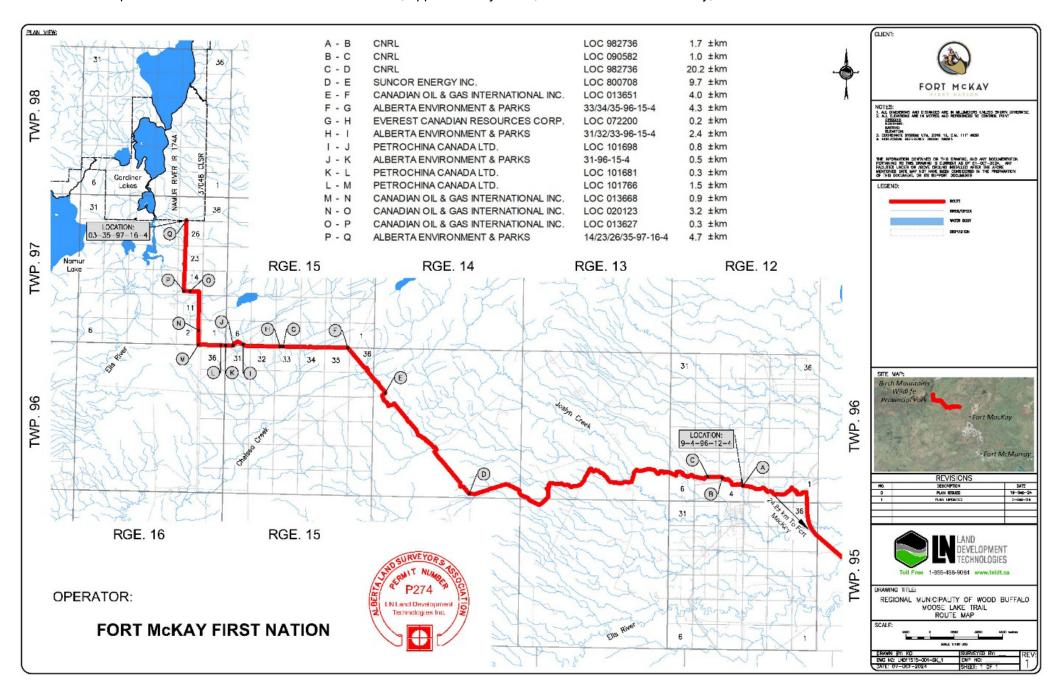
• Special loading conditions related to heavy equipment or heavy machinery specially designed to execute construction tasks, e.g., dozers, excavators, etc., is generally characterized as having a large gross vehicle weight distributed over a relatively small tracked or wheeled footprint. The use of Gold's formula should not be utilized to determine the ice thickness for heavy equipment. To safely operate and transport heavy equipment on ice covers it is advised that the contractor should obtain engineering advice based on allowable stress design from a Professional Engineer Licensed to

Practice in the Province of Alberta.

 If at any point during operation of the Ells River Ice Bridge should the ice thickness fall below that which will safely hold a 15,000 kg load, the Bidder shall close the ice bridge for use.

SCHEDULE "B"
Moose Lake Road Construction

The successful Bidder will provide the Services on the Moose Lake Trail, approximately 60km, from KM 0 to Paradise Bay, as further shown below:



SCHEDULE "C" Namur Lake Road & Ice Bridge

