



## Request for Proposals

The Municipality invites your company to provide a proposal to supply:  
**Design Build for a New Paisley Fire Hall and Public Works Facility Located at the North-west Corner of County Road 3 and Canrobert Street in Paisley, ON.**

**Date Issued:** July 25, 2024- (revised to Addendum #3, September 11, 2024)  
**Deadline:** 11:00am on Friday, September 13, 2024

Proposals must be clearly marked **New Paisley Fire Hall and Public Works Facility** and be delivered by way of **hand delivered or courier mail (office hours 8:30am to 4:30pm)**:

ATTENTION: Christine Fraser McDonald, Clerk  
Municipality of Arran-Elderslie  
1925 Bruce Road 10  
Chesley, ON N0G 1L0  
Phone (519) 363-3039 ext 101  
[CFraser@arran-elderslie.ca](mailto:CFraser@arran-elderslie.ca)

The Municipality assumes no risk or responsibility whatsoever that any fax or email will be received as required herein and shall not be liable to any bidder if for any reason an electronic bid is not properly received.

Questions regarding this Request for Proposal can be emailed to the contact above.

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## **Introduction**

The Municipality of Arran-Elderslie is seeking Proposals from qualified companies for the **Design Build of a New Paisley Fire Hall & Public Works Facility in Paisley, ON.**

## **1. INTERPRETATION**

### **Definitions**

- a. Best Value - the value placed upon quality, service, past performance and price.
- b. Municipality - The Corporation of the Municipality of Arran-Elderslie.
- c. Municipal Representative - the representative engaged by the Municipality to supervise the work.
- d. Contract - an agreement with specific terms between the Municipality and the successful proponent.
- e. Preferred Proponent - the proponent who submitted the favourable proposal.
- f. Proposal - the proponent's submission to the RFP.
- g. Proponent - the party submitting a Proposal to this RFP.
- h. RFP - Request for Proposal.
- i. Successful Proponent – the proponent with whom is awarded the Contract by the Municipality. (as per Addendum #2)

## **2. RFP PROCESS**

### **Not a Tender Call**

This RFP is not a tender call and the submission of any response does not create a tender process. This RFP is not an invitation for an offer to contract and it is not an Offer to Contract made by the Municipality.

### **No Obligation to Proceed**

Though the Municipality fully intends at this time to proceed through the RFP, in order to select the services, the Municipality is under no obligation to proceed to the purchase. The receipt by the Municipality of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Municipality. There is no guarantee by the Municipality, its elected officials or employees that the process initiated by the issuance of this RFP will continue, or that this RFP process will result in a contract with the Municipality for the purchase of the equipment, service or project.

## **Late Proposals**

Proposals received after the final date and time for receipt of Proposals will be considered as "Late Proposals". Late Proposals will not be accepted and will be returned unopened to the sender.

### **3. PRE-RFP INFORMATION**

#### **Negotiations with Preferred Proponent**

The Proponent that submits to the Municipality the most advantageous Proposal and which represents the interests of the Municipality, best overall, may be awarded the contract. The Municipality reserves the right to accept or reject all or part of the RFP, however, the Municipality is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the Municipality.

The Municipality reserves the right to obtain additional information from the Proponents to clarify the information in their submission, conduct interviews to discuss their suitability for the project or proceed to negotiate services, a contract, and details of the RFP with the most qualified company.

If the Municipality selects a Preferred Proponent, the Municipality will enter into negotiations with the Preferred Proponent in an attempt to settle one or more contract(s) necessary to implement the project as generally described in this RFP. If the Municipality considers that it is unlikely to settle such agreements with the Preferred Proponent despite having negotiated with the Preferred Proponent for at least 30 days after selection of the Preferred Proponent, the Municipality is entitled to cease negotiations with the Preferred Proponent and to begin negotiations with another Proponent.

The Municipality reserves the right to negotiate specific terms of the contract with the Proponent prior to final award of the contract. The Municipality also reserves the right to negotiate specific terms of contract with the Successful Proponent as the contract progresses.

#### **Rejection of Proposals**

The Municipality reserves the right to reject, at the Municipality's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which either:

- a. Is incomplete, obscure, irregular or unrealistic.
- b. Has non-authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto.
- c. Omits or fails to include any one or more items in the Proposal for which price is required by the RFP.
- d. Fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports are completed or not.

Further, a proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule of compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the Municipality to obtain a Proposal most suitable to the interest of the Municipality and what it wishes to accomplish, the Municipality has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to be the Best Value for the Municipality.

## **Evaluation Criteria**

Awards will be made based on the Best Value Offered, and the Best Value will be determined by the Municipality. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses and references will be taken into consideration.

## **Proposal Evaluation** (as per Addendum #2)

Evaluation of Proposals will be completed by at least two (5) Municipal Staff including the Municipal Representative for this Proposal.

## **Confidentiality**

The Municipality will endeavor to keep all Proposals confidential. The material contained within the Proposal from the Successful Proponent will be incorporated into a Contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Contract shall not be released if Municipal representatives deem such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

## **Acceptance of Proposal**

The Municipality shall not be obligated in any manner to any Proponent whatsoever until a written contract has been duly executed relating to an approved Proposal.

No act of the Municipality other than a notice in writing signed by the Municipal Representative or Municipal CAO or Clerk shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to the Municipality.

- a. Proposals must meet all requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind may be rejected as incomplete.
- b. Proposals must contain the Proponent's business or home address and legal status must be disclosed and must be signed by a duly authorized official.
- c. The Proposal is irrevocable and open for acceptance for a period of thirty (30) days from the date of closing the RFP.

- d. Proposals will only be considered from reputable firms with proven previous experience on projects involving goods or services of a similar nature, magnitude and complexity to that which will be covered by the contract.
- e. The Municipality reserves the right to accept the RFP in total, or in part, to reject any or all offers, to waive any minor informalities, irregularities or technicalities and to accept an offer deemed most favourable to the Municipality. If the Municipality determines that a Proposal contains false or misleading information, the Municipality is entitled to reject the Proposal at any time as being invalid.
- f. The Municipality shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.

### **Negotiation Delay**

If a written contract cannot be negotiated within thirty (30) days of the notification of the successful Proponent, the Municipality may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a contract with any of the Proponents.

### **Enquiries**

All enquiries related to this RFP are to be directed, in writing via email, to:

ATTN: Christine Fraser McDonald, Clerk

Municipality of Arran-Elderslie

1925 Bruce Road 10

Chesley, ON N0G 1L0

Phone (519) 363-3039 ext 101

[CFraser@arran-elderslie.ca](mailto:CFraser@arran-elderslie.ca)

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Municipality's option.

### **Final Date and Time for Receipt of Proposal (as per Addendum #1)**

Proposals must be received by 11:00am on **Friday, September 13, 2024**.

All proposals must either be hand delivered or courier mail (office hours 8:30am to 4:30pm) before the deadline of September 13, 2024:

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Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP title.

## **4. PROPOSAL PREPARATION**

### **Changes to Proposal Wording**

The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the Municipality for purposes of clarification.

### **Limitation of Damages**

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, related to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim of loss of profits if no agreement is made with the Proponent.

### **Firm Pricing**

Proposals must be firm for at least sixty (60) days after the final date. Prices will be firm for the duration of the contract period.

## **5. DEPOSIT, GENERAL LIABILITY INSURANCE AND WARRANTY**

(as per Addendum #1)

### **Commercial General Liability**

The Successful Proponent shall, at their own expense, obtain and keep force during the term of this agreement, Commercial General Liability Insurance satisfactory to the Municipality including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario.

- A limit of liability of not less than \$ 5,000,000 per occurrence
- The policy shall contain a provision for cross liability in respect of the names insured

**The Municipality of Arran-Elderslie shall be named as an “additional insured” on the comprehensive policy of public liability and property damage insurance.**

### **Proof of Insurance**

The Preferred Proponent shall provide a certificate(s) of insurance of certified copy(ies) of the above-referred to policies, satisfactory to the Municipality, together with proof of renewal at least ten (10) days prior to expiry.

### **Workplace Safety & Insurance Board**

The Preferred Proponent and all subtrades shall provide a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the successful Bidder's good standing with the Board.

(as per Addendum #3)

### **Warranty**

The Preferred Proponent shall carry a minimum of two (2) years warranty on all materials, equipment and workmanship.

(as per Addendum #3)

### **Security**

Each Proponent shall provide the Municipality with an agreement to bond from a surety licensed to issue surety bonds in the Province of Ontario, valid for one hundred and twenty (120) days from the Proposal submission deadline, confirming that the surety will provide a fifty per cent 50% (performance bond) and fifty percent 50% labour and material payment bond, in the prescribed forms appended to this RFP (Form 31 and Form 32), of the Contract price to be delivered upon the execution of the Contract.

## **6. ADDITIONAL TERMS**

### **Liability for Errors**

While the Municipality has used considerable efforts to ensure accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is indented to relieve Contractors from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### **Agreement with Terms**

By submitting a Proposal, the Proponent agrees to all terms and conditions within this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, except for adding the information requested.

## **7. SPECIAL CONDITIONS**

- A qualified Proposal is one which meets the needs and specifications of the Municipality and the terms and conditions contained in this RFP. The Preferred Proposal is a qualified Proposal offering the Best Value, as determined by the Municipality.
- The Municipality will determine whether a Proposal is qualified by evaluating all of the Proposals based on, but not limited to, the needs of the Municipality, specifications, terms and conditions and price. The Municipal Representative will examine all Proposal and recommend to Council which Proposal is in the Municipality's best interest.
- The qualified Proposal should include details of at least two or three other similar projects the proponent has completed in the past.

- The Municipality reserves the right to cancel the RFP at any time.
- The Municipality recognizes that Best Value is the essential part of purchasing and product and/or service and therefore the Municipality may prefer a Proposal with a higher price, if it offers greater value and better serves the Municipality's interests, as determined by the Municipality, over a Proposal with a lower price. The Municipality's decision shall be final.
- The Municipality reserves the right to negotiate with the Preferred Proponent, or any Proponent, on any details including changes to specifications and price. If specifications require significant modifications, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the Municipality Representative.
- All goods, services and workmanship must conform to all laws and standards for use in Canada and the Province of Ontario.
- The Successful Proponent, herein named the General Contractor, shall guarantee that their Proposal will meet the needs of the Municipality and that any or all items supplied and/or services rendered shall be correct. If the item(s) supplied by the General Contractor and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be paid solely by the General Contractor.
- Where only one (1) Proposal is received, the Municipality reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a Contract is awarded.
- The Municipality reserves the right to accept or reject a Proposal, where only one (1) Proposal is received.
- The Municipality reserves the right to cancel the contract for goods and/or services as outlined in this RFP, at any time, by providing thirty (30) days written notice to the Preferred Proponent.



## APPENDIX A | INSTRUCTIONS TO BIDDERS

### 1. Design Build

- a. Overall Project  
Construct a new conventionally wood framed, one (1) storey 14,132 sq.ft New Paisley Fire Hall & Public Works Facility.
- b. Design-Build Contract  
This project is a Design-Build contract and shall be treated as such. Foreseen extras, cost savings and required changes from the tender documents shall be disclosed by the Proponent before Proposal closing or attached with the Bid Form at time of closing. Suggestions and recommendations may affect the decision-making process.
- c. Site Location  
North-west corner of Canrobert Street and County Road 3, Paisley in Municipality of Arran-Elderslie.
- d. The Municipality encourages the use of local trades when possible.
- e. Site preparation and grading by Municipality.
- f. Use of Green Energy Standards – ie. Lighting, Heating, Plumbing, site and other materials encouraged.

### 2. Construction Permits and Testing

- a. The Preferred Proponent shall be responsible for application and payment of necessary Building Permits and any other necessary permits needed to commence work. The cost of the Building Permit will be an **extra** to the Contract price.

Note: Proposal drawings and Building Permit application will be submitted to the Municipality prior to Proposal close, but permit will not be issued until Municipal approval and permit payment.

- b. The Preferred Proponent will be responsible for any additional testing required by the Municipality.

### 3. Timing

- a. The Preferred Proponent shall commence work as soon as possible after approval of the Municipality has been received. The Preferred Proponent shall execute the Project diligently, to complete all Work required within the time limit indicated on the Bid Form.
- b. The Preferred Proponent shall provide a construction schedule prior to excavation for footings.

#### **4. Inspections**

- a. The Municipality reserves the right to enlist the services of a private consultant for inspections, progress payment approvals, and approval for Certificate of Substantial Performance of the Contract.
- b. A hold back of 10% of the Stipulated Price will be held by the Municipality for a maximum of 45 days following Substantial Completion.

#### **5. Payment**

- a. Payments: monthly payments as per documented invoices provided by the Preferred Proponent.
- b. Hold back: 10% of Stipulated Sum.
- c. Debits and/or credits will be provided by the Preferred Proponent on a monthly statement.

#### **6. Bid Contacts**

For the purpose of the Request for Proposal, all drawing, specification and construction inquiries shall be forwarded to either:

Christine Fraser McDonald, Clerk [CFraser@arran-elderslie.ca](mailto:CFraser@arran-elderslie.ca)

Patrick Johnston, CBO [pjohnston@arran-elderslie.ca](mailto:pjohnston@arran-elderslie.ca)

#### **7. Tender Drawings**

- a. Copies of these drawings (including digital format) are permitted SOLELY for the purpose of pricing this Request for Proposal. All copies shall be returned and/or destroyed within seven (7) days of Proposal submission.
- b. Digital copies of these drawings and specifications can be obtained by emailing Pat Johnston, CBO, [pjohnston@arran-elderslie.ca](mailto:pjohnston@arran-elderslie.ca).

#### **8. Construction Plans and Building Manuals**

- a. The Preferred Proponent will be responsible to provide any further drawings, plans or engineering necessary to obtain the Building Permit, where required by the Municipality.
- b. The Preferred Proponent will provide the Municipality with a Building Manual upon Substantial Completion, containing manuals for HVAC, mechanical and electrical equipment, including as-built drawings.

#### **9. Allowances (as per Addendum #1)**

- a. None applicable

#### **10. Change Orders and Extras**

- a. Change orders and/or extras will be invoiced to the Municipality and billed at cost plus 10% (maximum), plus hst.
- b. The Preferred Proponent will provide all paperwork, including bills, purchase orders, invoices, etc. necessary to quantify these invoices.

## **11. Specifications**

- a. These specifications and concept drawings are intended to outline the Layout and requirements for the proposed Fire Hall/Works Garage. Improvements to the design, or material components are to be identified as an extra or savings to the base price.

## **12. Engineering**

- a. The Municipality reserves the right to have all plan, shop drawings and construction reviewed and/or inspected by an independent engineer.

## **13. Permits**

- a. Building Permit: the Preferred Proponent is to supply all plans, apply and obtain the Building Permit. **The cost of the Permit is an extra to the contract.**

## **14. Site Preparation**

- a. Site preparation shall be completed by the Municipality prior to construction, including tree and overburden removal and site grubbing.
- b. Site access: From the east side of the property.

## **15. Building Stakeout**

- a. Completed by the Municipality. This shall include corner stakes and benchmark elevation of established =0”.

## **16. Building Services**

- a. Hydro services and electrical wiring: Preferred Proponent, meter base (if required) by the Municipality.
- b. HVAC System: by Preferred Proponent.
- c. Air Exchange System and Design: by Preferred Proponent.

## **APPENDIX B | SCOPE OF WORK**

### **1. Building Design**

- a. This Request for Proposal's plans and specifications outline the scope of this project.

### **2. Foundation**

- a. Footings: 8" x 24" c/w -2- runs of 15M rebar.
- b. Walls: 8" thick.
- c. Concrete: footings, 25mPa and Walls, 20mPa.
- d. Reinforcing Steel: 15M rebar, unless otherwise noted on drawings.
- e. Walls | Footing Openings: all wall openings for doors and services to be formed by the General Contractor.
- f. Perimeter Insulation: 2" x 24" rigid Blue Styrofoam SM.

### **3. Foundation Backfilling and Underground Services**

- a. Area: building area as well as extending 20ft beyond the perimeter of the building on all sides.
- b. Sub Grade: all granular fill will be supplied to the site by the Municipality. The General Contractor is responsible for grading and proper compaction of all granulars within the building envelope and on all sides, where required.
  - i. Sub Grade: Granular B, +/- 24"
  - ii. Sub Grade: Granular A, 6"
- c. Service Connections: for electrical.

### **4. Concrete Floor (as per Addendum #2)**

- a. Services: supply and install electrical services extending to 10ft beyond building perimeter.
- b. Interior: install sub floor services.
- c. Granular Base: pack to a minimum of 95% proctor density.
- d. Sub Floor Insulation: 2" Rigid Blue Styrofoam SM installed under interior floor area.
- e. Floor Reinforcing: 6 x 6 x 6/6 Welded Wire Mesh, block up 2" above floor.
- f. Flex Cell Perimeter Joints: install at exterior door and wall.
- g. Concrete: interior, 25mPA. Note: Include cost of concrete pump to place floor.
- h. Floor Finish: smooth, polished finish.
- i. Expansion Cuts: 15' x 15' grid, including caulking.
- j. Sealer: two coats of clear sealer hardener to be included.
- k. Exterior Slab: 6" x 8'-0" x 12'-0" 32mPa concrete pad for Generator to be relocated to the rear of the building between Firehall and Works with appropriate conduit to Utility/Mech room. Exact location to suit on site.
- l. 6" 32mPa concrete sidewalks, 220' lineal feet, sawcut to suit.
- m. 6" x 40' x 80' 32mPa concrete apron in front of Works garage OVHD doors, sawcut to suit.
- n. Supply and install bollards each side of OVHD door opening, -20- total.

### **5. Exterior Wall Structure**

- a. Overall Height: refer typical sections.
- b. Wall Sill Foam Closure.
- c. Wall Sill: P.T 2" x 8".
- d. Wall Top Plates: 2-Ply 2" x 8".
- e. Wall Framing: 2" x 8" at 16" o/c. C/W horizontal blockings as per drawings.

- f. Window Lintels: as per Contractors Engineer.
- g. Door Lintels: as per Contractors Engineer.
- h. Wall Sheathing: refer typical sections.
- i. Air Barrier: Tyvek Building wrap, with joints properly taped.

## **6. Roof Structure**

Pre-engineered clear span wood roof trusses.

- a. Designed: for the maximum area snow loads including:
  - i. Non-windswept.
  - ii. Sheltered condition.
  - iii. Ceiling, mechanical loads.
  - iv. Truss Plans and Engineered Certification to be supplied.
  - v. Designed for future Solar Panels
- b. Roof Sheathing: 2x4 strapping at 20" OC.
- c. Extended Facia: 2x4 framing- refer typical sections.

## **7. Roofing System**

- a. Attic Roof Vents: as per Ontario Building Code.
- b. Ice and Water Shield: to extend 6ft up eaves and valleys.
- c. Roofing: 26 gauge pre-finished hi-rib steel.

## **8. Exterior Finishes**

- a. 29 gauge pre-finished steel siding.
  - i. Colour by the Municipality.
- b. Trims.
  - i. Soffits: all soffits are prefinished coloured vented aluminum.
  - ii. Fascia's: prefinished coloured steel.
- c. Exterior Windows: double glazed "Low-E" Argon Thermal units with vinyl frames and 1 7/8" wide moulding.
- d. Exterior Door: steel door and frame.

## **9. Insulation (as per Addendum #1)**

- a. Eave Stops: included.
- b. Morvent Eave Passages: 48" units @ 24" O.C.
- c. Vapour Barrier: minimum 6 mil polyethylene vapour barrier.
- d. Ceiling Insulation: minimum R60 blown cellulose.
- e. Exterior Wall Insulation: minimum R28 Roxul batts.
- f. Foundation: minimum 2" x 24" rigid perimeter insulation, raise rigid into slab and taper top.
- g. S Slab: 2" rigid insulation (minimum R10) under slab throughout.

## **10. Interior Finish**

- a. 29 gauge pre-finished steel liner.
- b. 1/2" PVC plywood
- c. Gypsum board

## **11. Interior Doors:**

- a. Hollow metal, and solid wood core to suit.

## **12. Interior Trims**

- a. Window and Exterior Door: MDF returns, MDF casings (3 ½" wide).
- b. All interior doors to have wrap around metal frames.

## **13. Painting and Staining**

- a. Exterior Steel Doors and Frames: properly primed and finish painted (-2- coats oil base).
- b. Interior Steel Doors and Frames: properly primed and finish painted (-2- coats oil base).

## **14. Concrete Floor Finish**

- a. Floors to be left clean, smooth with sealed natural finish.

## **15. Plumbing**

- a. Fire Hydrant and Water Pressure suitable for fire suppression within the Truck Bay/Apparatus Floor.
- b. Contractor to supply and install an adequately sized Oil Interceptor to service Firehall and Works Garage floor drains.

## **16. Heating Ventilation/Air Conditioner**

- a. In-floor heat system complete with boiler on five zones.
- b. Backup gas furnace
- c. Air Conditioning and ductwork in office areas
- d. Wall Mount Ductless Split with Heat Pump in Works Garage lunchroom.

## **17. Electrical Service – Wiring**

- a. Service: The Electrical service to building by Municipality.
- b. Service Size: 200amp
- c. Service Permits and Inspections: included.
- d. Main Switch.
- e. Sub Panels and Step Down Transformers: as per Code.
- f. Outlets, Switches: as per layout.
- g. Lighting: LED lights.
- h. Service Connections:
  - i. Auxiliary Furnace.
  - ii. Air Exchangers.
  - iii. Exhaust Fans.

Note: The General Contractor is responsible for all engineering and OBC (BCIN) compliance for electrical work, if required by the Municipality. The General Contractor shall carry allowance for ESA drawing approval.

## APPENDIX C | BID FORM

### 1. Having examined the following:

- Request for Proposal | New Paisley Fire Hall and Public Works Facility
- Request for Proposal | Appendix A Instructions to Bidders
- Request for Proposal | Appendix B Scope of Work
- Request for Proposal | Appendix C Bid Form

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

We hereby offer a Design/Build Contract to furnish labour and materials required to complete the work in accordance with Said Documents for the following Stipulated Sum of \$(\_\_\_\_\_) – \_\_\_\_\_/100 dollars (including hst) in lawful money in Canada, if notified of the acceptance of the offer within sixty (60) days of the time set for the opening of Proposals. We hereby agree that the offer shall remain open for the said time whether any other Proposal has been previously accepted or not.

Total Harmonized Sales Tax (included in the Stipulated Sum above): \$(\_\_\_\_\_) – \_\_\_\_\_/100 dollars

### 2. Options

The following lists the amount of extras or credits for items not included in the base price:

\$\_\_\_\_\_ plus \$\_\_\_\_\_ hst

\$\_\_\_\_\_ plus \$\_\_\_\_\_ hst

\$\_\_\_\_\_ plus \$\_\_\_\_\_ hst

### 3. Timing (as per Addendum #2)

- a. Contractor's estimated time for completion of work after notification of award of Contract and receipt of Building Permit will be \_\_\_\_\_ weeks.
- b. Contractor's estimated time for completion of work will be taken into consideration in Proposal evaluation.
- c. The Work can be started anytime after awarding of contract and will be completed no later than September 30<sup>th</sup> 2025, unless specified by proponent below:  
\_\_\_\_\_.
- c. Contractor's estimated start date \_\_\_\_\_. Start date will be taken into consideration in Proposal evaluation.

- d. A penalty of \$ 100.00 per day will be administered against the contractor upon failure of Substantial Completion past the above date.

**4. Subcontractors**

- a. Listed below are the names of Subcontractors upon whose proposals this is based. We recognize that the list of Subcontractors will be considered in the selection of the successful Bidder (local subcontractors preferred).
- b. We recognize that Proposals may not be accepted unless accompanied by a complete list of Subcontractors and that no names, either of Subcontractors or Contractor's own forces, may be changed after submission of Proposal; unless good and sufficient cause is submitted in writing and written approval received from the Municipality.
- c. List of Subcontractors (if different than General Contractor).

Cast-In-Place Concrete \_\_\_\_\_

Siding, Trims, Flashing \_\_\_\_\_

General Electrical \_\_\_\_\_

General Mechanical \_\_\_\_\_

**5. Valuation of Changes**

- a. Where changes in the work are made after the Contract is awarded, we will evaluate by the estimate and acceptance in a lump-sum method.

**6. Credits**

- a. Contractors recommendations for cost savings (Note: options listed here may affect decision of Successful Bidder).

Description: \_\_\_\_\_ \$ \_\_\_\_\_ (including hst)

Description: \_\_\_\_\_ \$ \_\_\_\_\_ (including hst)

Description: \_\_\_\_\_ \$ \_\_\_\_\_ (including hst)

Description: \_\_\_\_\_ \$ \_\_\_\_\_ (including hst)

Description: \_\_\_\_\_ \$ \_\_\_\_\_ (including hst)

Description: \_\_\_\_\_ \$ \_\_\_\_\_ (including hst)

(Attach additional with Proposal, if required)



**7. Contract**

If selected as General Contractor, we agree to sign a Design-Build Form of Contract (provided by the Preferred Proponent), for a stipulated Price subject to any adjustments for stated substitutions of subcontractors, requested by the Municipality.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email of Signing Officer