

Request for Proposal
Design-Build Services
Fort Kent Covered Skate Rink



MUNICIPAL DISTRICT
BONNYVILLE NO. 87

1. INTRODUCTION

The Municipal District of Bonnyville No.87 has completed a Request For Proposal for Design Build services relating to the Fort Kent Covered Skate Rink Project. This Request for Proposals (RFP) establishes the requirements for Proposal Submission by Proposers.

This Request for Proposals is being made available to Proposers with the Proposal Schedule contained herein. Respondents are invited to review the information and to submit their Design Build proposals in accordance with the criteria established within this Proposal.

The Municipal District of Bonnyville reserves the right to reject any, or all, submittals or to withhold the award of this project for any reason it may determine.

1.1 Purpose:

The Municipal District of Bonnyville's primary objective in utilizing the Design Build approach for this project is to bring the best available design and construction experience and expertise together to work with the Municipal District of Bonnyville as a team, to successfully meet the challenges presented by this project.

The Municipal District of Bonnyville desires to select a cooperative, highly functional Proposer to provide a "design build" project that fully meets the Municipal District of Bonnyville's established needs of program, budget, on-going operations, design standards and site development guidelines. The Design Build approach is intended to allow designers and contractors to work together to address each of these challenges concurrently, to produce an effective and comprehensive design concept that meets all these needs.

The Municipal District of Bonnyville requests integrated design concepts that will provide the needed amount of space, with the highest design and construction quality, all within the established Maximum Acceptance Cost.

1.2 Project Overview

Fort Kent Covered Skate Rink

The community would like a covered outdoor skating facility that has both a skating surface that can be used by all age groups and also a leisure pond/learning to skate area separate from the main skating area. The facility needs to be equipped with an enclosed heated area for a Zamboni with water and storm drain. We would like to have an area with picnic tables or bleachers for viewing on one side. We would like to see the covered structure designed so it can be added onto in the future and any other ideas the Design Builder thinks we should be paying attention to for the future.

1.3 Proposal Documents

This Request for Proposals includes the following Proposal Documents, as may be modified by addenda, for use by the Proposers in the preparation of their proposals. **The proposals must comply with the specific requirements herein as well as the provisions contained in the Design Build Contract which is a part of this Request for Proposals.** By submitting its proposal, the Proposer agrees to all of the terms and conditions contained therein and further agrees to execute, if selected for award, a contract including such terms and conditions. Each Proposer may submit only one Proposal.

Proposers may obtain complete sets of the Proposal Documents from the issuing office designated in the Announcement to Proposers for the sum stated therein, if any. Documents are only available in full sets and shall not be returned.

Municipal District of Bonnyville makes copies of the Proposal Documents available, on the above terms, for the sole purpose of obtaining Proposals for the Work and does not confer a license or grant permission for any other use of the Proposal Documents.

1.3.1 Proposal Documents

- .1 Request for Proposal
- .2 Price Proposal Form
- .3 Bid Bond
- .4 Proposal Evaluation Process

1.3.2 Design Build Contract Documents

1. Agreement (contract)
2. General Conditions

1.4 Submittal of Proposal and required documents

1.4.1 Proposals shall be deposited at the designated location on or before the Proposal Deadline. A Proposal received after the Proposal Deadline shall be returned to Proposer unopened.

1.4.2 Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

1.4.3 Oral, telephonic, electronic (e-mail), facsimile, or telegraphic Proposals are invalid and **shall not be accepted**.

1.4.4 Prior to the Proposal Deadline, a submitted Proposal may be modified or withdrawn by notice to the municipality receiving Proposals at the location designated for receipt of Proposals. Such notice shall be in writing over the signature of Proposer and in order to be effective, must be received on or before the Proposal Deadline. A modification so made shall be so worded as not to reveal the amount of the original Proposal.

1.4.5 A withdrawn Proposal may be resubmitted up to the Proposal Deadline, provided that it then fully complies with the Proposal Requirements.

1.4.6 Submittal requirements for this RFP shall include the following:

1. Cover Letter.
2. Preliminary Design Submittal.
3. Project Team Organization, including Project Management and Staffing Plan.
4. Price Proposal Form
5. Proposal Bid Bond
6. Expanded List of Subcontractors (if applicable)

1.4.7 Proposer shall make no stipulations on the Price Proposal Form nor qualify the Price Proposal in any manner.

1.4.8 Price Proposals shall be submitted on the Price Proposal Form included with the Proposal Documents. Price Proposal not submitted on the Municipal District of Bonnyville's Price Proposal Form shall be rejected.

1.4.9 Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the Municipal District of Bonnyville within the limits imposed by law or Municipal District of Bonnyville policy.

1.5 Basis of Selection

- a. Selection shall be based upon a "best value" approach which will be calculated on a "cost per point" basis as per our Proposal Evaluation Scoring criteria.
- b. Municipal District of Bonnyville will have the right to reject all Proposals. Municipal District of Bonnyville will have the right to reject any Proposal not accompanied by the required Proposal Bid Bond or any other item required by the Proposal Documents, or a Proposal which is in any other way materially incomplete or irregular.
- c. Municipal District of Bonnyville will have the right to waive nonmaterial irregularities in a Proposal. Municipal District of Bonnyville will select the best value Proposal and notify such Proposer within 30 days after the Proposal Deadline or reject all Proposals. Within 30 days after receipt of notice of selection as the successful Proposal, Proposer shall submit to Municipal District of Bonnyville all of the following items:
 - 1. Three originals of the Agreement signed by Proposer.
 - 2. One original of the Performance Bond required under the General Conditions.
- d. Prior to award of the Contract, Municipal District of Bonnyville will notify Proposer in writing, if Municipal District of Bonnyville, after due investigation, objects to a Subcontractor proposed by Proposer, in which case Proposer shall propose a substitute acceptable to Municipal District of Bonnyville. Substitution of a Subcontractor shall be made in accordance with the General Conditions. Failure of Municipal District of Bonnyville to object to a proposed Subcontractor prior to award shall not preclude Municipal District of Bonnyville from requiring replacement of any Subcontractor based upon

information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

- e. If Proposer submits three originals of the signed Agreement and all other items required to be submitted to Municipal District of Bonnyville within 5 days after receipt of notice of selection as the successful Proposer, and if all such items comply with the requirements of the Proposal Documents and are acceptable to Municipal District of Bonnyville, Municipal District of Bonnyville will award the Contract to Proposer by signing the Agreement and returning a signed copy of the Agreement to Proposer.
- f. If Municipal District of Bonnyville consents to the withdrawal of the Proposal of successful Proposer, or the successful Proposer fails or refuses to sign the Agreement or submit to Municipal District of Bonnyville all of the items required by the Proposal Documents, within 5 days after receipt of notice of selection or that Proposer is not financially or otherwise qualified to perform the Contract, Municipal District of Bonnyville may reject such Proposer's Proposal and select the next best value Proposal, until all Proposals are exhausted, or reject all Proposals.

THE FOLLOWING ARE SUGGESED CRITERIA

1.5.1 Preliminary Design Submittal

- i. Meets functional requirements
- ii. Exterior aesthetics to fit facility
- iii. Serviceability and ease of maintenance
- iv. Building life cycle costs

1.5.2 Project Team Organization

- i. Qualifications of key personnel
- ii. Adequacy of staffing during phases

1.5.3 Proposed Price, the municipality has a maximum budget of \$1,000,000.00 for this project.

1.6 Schedule for this RFP

RFP available for pick up	15 January 2014
Proposal Conference	28 January 2014
Date for submission of proposals	27 February 2014 (2 pm local time)

1.7 Evaluation Methodology

Proposals will be evaluated by Municipal District of Bonnyville. The Evaluation Team will check for completeness of submissions. Proposers that fail to comply with the guidelines in above section will not be considered. Proposers, who comply with the guidelines in the above section, will be evaluated based on the criteria noted at follows:

a.	Corporate Profile	5%
b.	Proposed Manager and Sub-Management Team	20%
c.	Experience and Past Performance	20%
d.	Project Comprehension	10%
e.	Proposed Work Methodologies	5%
f.	Fees	20%
g.	Interview	20%

Municipal District of Bonnyville is under no obligation to move forward on this initiative until Council approval for the project has been given.

1.8 General Conditions

- 1.8.1** Subcontractor Listing: Proposer shall list all Subcontractors identified at the time of submitting its Proposal
- 1.8.2** Incorporation of Proposal into the Contract: The entire contents of the selected Proposer's proposal shall be incorporated into, and shall be an integral part of the Contract.
- 1.8.3** Form and Content of Proposal: The format and content of the RFP submittal are specified in Paragraph 3.0 of this document. Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither required nor desired.
- 1.8.4** Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Proposal Documents.
- 1.8.5** The term "Addenda" means written or graphic instruments issued by Municipal District of Bonnyville prior to the Proposal Deadline which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

- 1.8.6** The term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the Municipal District of Bonnyville is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a **holiday** for the purposes of computing time in this RFP. Holidays include all federal and provincial statutory holidays.
- 1.8.7** The term “conflict of interest” includes but is not limited to an architect, engineer or other consultant working on a project on behalf of more than one client. To avoid any such conflict of interest, any consultant that worked on the project on behalf of the Municipal District of Bonnyville is precluded from participating as a member of the Design Builder team without prior approval in writing from the Municipal District of Bonnyville.
- 1.8.8** As used in this RFP, the term “municipality” means the Municipal District of Bonnyville’s office issuing the Proposal Documents.
- 1.8.9** The term “Plan holder” means a person or entity who is known by the issuing office to have received a complete set of Proposal Documents and who has provided a street address for receipt of pre-bid communications.
- 1.8.10** The term “Proposal Deadline” means the date and time on or before which Proposals must be received, as designated in the Advertisement For Proposals and which may be revised by Addenda. The Proposal Deadline is shown in the attached Proposal Schedule.
- 1.8.11** The term “Proposal Documents” means the documents prepared and issued with the Request for Proposals including all Addenda thereto.
- 1.8.12** The term “Proposer” means a person or firm that submits a Proposal.
- 1.8.13** The term “Unit Price” means an amount stated in the Proposal for which Proposer offers to perform the Unit Price Work for a fixed price per unit of measurement.
- 1.8.14** Proposer has read, understood, and made the Proposal in accordance with the provisions of the Proposal Documents.

- 1.8.15** The person executing the Price Proposal Form is duly authorized and empowered to execute the Price Proposal Form on behalf of Proposer.
- 1.8.16** Proposer shall, before submitting its Proposal, carefully study and compare the components of the Proposal Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Proposal is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to Municipal District of Bonnyville's Representative errors, inconsistencies, or ambiguities discovered. If Proposer is awarded the Contract, Proposer waives any claim arising from any errors, inconsistencies or ambiguities, that Proposer, its subcontractors or suppliers, or any person or entity under Proposer on the Contract became aware of, or reasonably should have become aware of, prior to Proposer's submission of its Proposal.
- 1.8.17** Requests for clarification or interpretation of the Proposal Documents shall be addressed only to the person or firm designated as Municipal District of Bonnyville Representative identified above.
- 1.8.18** Clarifications, interpretations, corrections, and changes to the Proposal Documents will be made by Addenda issued as provided below. Clarifications, interpretations, corrections, and changes to the Proposal Documents made in any other manner shall not be binding and Proposers shall not rely upon them.
- 1.8.19** Addenda will be issued only by Municipal District of Bonnyville and only in writing. Addenda will be identified as such and will be mailed or delivered to all Plan holders.
- 1.8.20** Design Builder assumes the role and responsibilities of the Prime Contractor for all phases of the project and ensures a safe work practices in accordance with OH&S.
- 1.8.21** Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for inspection.
- 1.8.22** Addenda will be issued such that they should be received by Plan holders, no later than 3 full business days prior to the Proposal Deadline. Addenda withdrawing the Request for Proposals or postponing the

Proposal Deadline may be issued any time prior to the Proposal Deadline.

- 1.8.23** Each Proposer shall be responsible for ascertaining, prior to submitting a Proposal, that it has received all issued Addenda.
- 1.8.24** Each Proposer shall list in the Price Proposal Form all first-tier Subcontractors that will perform work, labor or render such services as required by the General Conditions.
- 1.8.25** Proposer shall attend the Pre-Proposal Conference at which the requirements of the Proposal Documents are reviewed by Municipal District of Bonnyville; comments and questions are received from Proposers; and a Project site visit is conducted. Municipal District of Bonnyville requires all Pre-Proposal Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Proposers meet this requirement. Any Proposer not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Proposal Documents and its Proposal will be rejected.
- 1.8.26** The Price Proposal Form shall be signed by a person or persons legally authorized to bind Proposer to a contract. Proposer's Representative shall sign and date the Declaration included in the Price Proposal Form. Failure to sign and date the declaration will cause the Proposal to be rejected.
- 1.8.27** If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. This notarization shall be in addition to the notarization required for the signature of the attorney-in-fact.
- 1.8.28** Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a proposer fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to Municipal District of Bonnyville all of the items required by the Bidding Documents, the Municipal District of Bonnyville will retain that Proposer's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the Municipal District of Bonnyville has been appropriately compensated; if the Bid Security is in the form of certified

check, the Municipal District of Bonnyville will negotiate said check and after deducting its damages, return any balance to Proposer.

1.8.29 The Municipal District of Bonnyville intends to evaluate proposals and award a contract without discussions with Proposers. Therefore, the Proposer's initial proposal should contain its best terms from a price and technical standpoint. The Municipal District of Bonnyville reserves the right to conduct discussions if the Municipal District of Bonnyville later determines them to be necessary. If Municipal District of Bonnyville elects to conduct discussions, the information contained in the Proposals will not be announced publicly until after conducting discussions. Unless and until the Municipal District of Bonnyville announces that it will award without discussions information concerning the Proposals, including prices proposed, will not be announced publicly. The Municipal District of Bonnyville will publicly post results after it has determined the successful proposal. At the conclusion of discussions with all Proposers the Municipal District of Bonnyville will establish a common cutoff date for receipt of revisions. Failure to submit Proposal revisions will result in the Proposer being non responsive. Such discussions with Proposers after receipt of a proposal do not constitute a rejection or counteroffer by the Municipal District of Bonnyville. As used in this provision, the following definitions apply:

.1 "Discussions" are exchanges that occur after the submittal of proposals that may result in the Proposer being allowed to revise its proposal.

.2 "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by the Municipal District of Bonnyville as a result of discussions. Proposers may submit revised proposals only if requested or allowed by the Municipal District of Bonnyville.

1.8.30 The term "Design Innovation" means a proposed scope that either (1) exceeds the scope required by the Criteria Documents or (2) reconfigures or modifies the design, while still consistent with the minimum requirements, to permit the Proposer to achieve the cost savings necessary to meet the Maximum Acceptance Cost.. The Proposer may, but is not required to, submit one or more Design Innovations as a component of its Preliminary Design Submittal. The Municipal District of Bonnyville will evaluate any Design Innovations when determining the score to be assessed for the Preliminary Design Submittal. Municipal

District of Bonnyville may elect to identify specific areas of design which that it believes are most appropriate for such Design Innovations but Proposer is not limited to such identified areas.

- 1.8.31** All information submitted in response to the Request for Proposals will be considered official information acquired in confidence, and the Municipal District of Bonnyville will maintain its confidentiality to the extent permitted by law.

1.9 Payment for Proposal Preparation

No payment will be made to the Proposer for the preparation of the Proposal.

2.0 THE WORK

All architectural and engineering services to be provided by Proposer must be provided in accordance with the professional registration requirements of the province of Alberta. Consultants listed must meet Provincial licensing requirements. The Proposer and its subcontractors must have full bonding and insurance for the project, including the required professional liability insurance.

2.1 General Requirements

The successful Proposer will be responsible for providing the design services and construction as indicated below and described in greater detail in the Design Build Contract.

The Municipal District of Bonnyville will award to the successful Proposer a contract for the production of Design Development Documents with Municipal District of Bonnyville Options for Construction Documents and Construction. The schedule for the completion of the Phases will be as indicated in the Preliminary Schedule,

2.2 Scope of Contracted Work

The Estimated Lump Sum Base Proposal must provide for the complete design and construction of the Project, including any temporary or interim facilities required to maintain essential existing functions in operation throughout the construction period as identified in the Detailed Project Program.

- Original pad will be removed along with old boards
- New concrete pad laid; length of approximately 200 feet by 100 feet
- Rink boards installed similar to what indoor rinks use
- Durable outdoor rubber flooring suitable for skates installed for walking from the dressing area to the skating surface
- Roof to extend out length wise past each end, dimensions approximately 250 feet by 100 feet. One end will cover a leisure pond with space for a couple of picnic tables, benches would go along the north side with picnic tables or benches on the west side next to the leisure pond.
- There would be an enclosed, heated area on the east side for the Zamboni and storage (roughly 18 feet by 22 feet) with hot and cold running water, and a large sump.
- Mesh surrounding the majority of the outer perimeter line. Similar to the mesh used at driving ranges or other facilities to shield the sun and snow from entering while allowing visibility in to the facility by the public.

2.3 Work Phases

The successful Proposer will be responsible for providing services for development of the project including Design Development (Phase 1), Construction Documents (Phase 2) and Construction of the Project (Phase 3). **Work under Phases 2 and 3 will only commence if the Municipal District of Bonnyville elects to exercise its Options for these Phases.**

2.3.1 Design Development – Phase 1

The selected Proposer shall be responsible for the development of the Final Design for the project as identified in the Design Build Contract.

.1 The time allowed for completion of the Work **for Phase 1 is 60 days, the “Phase 1 Time”.**

2.3.2 Construction Documents - Phase 2

If the Municipal District of Bonnyville exercises its Option for Phase 2 and upon Notice to Proceed from the Municipal District of Bonnyville, the

Proposer shall be responsible for the development of the Construction Documents for the project as identified in the Design Build Contract.

- .1 The time allowed for completion of the Work **for Phase 2 is 60 days, the “Phase 2 Time”**.

2.3.3 Construction - Phase 3.

If the Municipal District of Bonnyville exercises its Option for Phase 3 and upon Notice to Proceed from the Municipal District of Bonnyville, the selected Design Builder shall be responsible for the construction of the project as identified in the Design Build Contract. The Lump Sum Price for Phase 3 shall be the Lump Sum Base Proposal less the amounts computed for Phases 1 and 2. The time allowed for completion of the Work for Phase 3 is **120 days, the “Phase 3 Time”**.

3.0 Proposal Requirements

- a. The Proposal requirements for this RFP shall be as described below. Failure to adhere or comply with all of the requirements stated in this RFP will be cause for rejection of a proposal.
- b. Each Proposer shall prepare their respective Proposals in response to this RFP by clearly identifying this Project.
- c. Each Proposer's submittal shall be properly addressed to:

Chris McCord
Director of Community Services
Bag 1010
Bonnyville, AB, T9N 2J7

- d. Proposals can be dropped off at either of the two following locations:

Community Services Office (1 Mile north of the Town of Bonnyville)
61330 RR 455
Municipal District of Bonnyville

OR

Municipal District of Bonnyville Main Office
4905-50 Ave
Town of Bonnyville

Each Proposer shall provide one (1) original and three (3) copies of their written Proposals to be submitted in 8-1/2" x 11" vertically formatted 3-ring binders (items not physically suitable for inclusion into binder may be submitted separately) and have sections tabbed as identified below:

3.1 Cover Letter

- a. Cover Letter shall include a maximum of 2 pages.
- b. Identify whether the Proposer is a single entity, partnership, corporation or joint venture, or other legal entity recognized in the province of Alberta, and the date such entity was legally established.
- c. Identify project team. Include as a minimum the following consultants: Structural Engineer, Civil Engineer, Landscape Architect, Specifications Writer,
- d. Provide name of contact person, phone number, email address and facsimile number.
- e. Summarize qualifications most relevant to this Project.

3.2 Preliminary Design Submittal

- a. Each Proposer will be responsible for developing a Preliminary Design Submittal based upon the information made available by the Municipal District of Bonnyville in this RFP.
- b. The Preliminary Design Submittal shall be comprised of the following:
- c. Design narratives, drawings, perspectives, presentation and outline specifications. Each Proposer shall also be responsible for developing an Area Tabulation for the Project identifying the current assignable square feet (ASF) and overall gross square feet (OGSF) areas for the project compared with the areas submitted with the Project Program. Area Tabulation shall be based upon the calculation standards of the Municipal District of Bonnyville as identified in the Fort Kent Covered Skate Rink

Each Proposer shall provide the following information with the content and format as described below.

3.2.1 Technical Component

3.2.1.1 Site Plan

- A. Include relationships with existing site elements and buildings.
- B. Drawing requirements:
 - 1. Site Plan to include the following:
 - a. Location of the proposed building.
 - b. Building and site accessibility.
 - c. Location of the proposed site lighting.
 - d. Location of the proposed site electrical equipment, main electrical feeders and pads/vaults.

3.2.1.2 Landscape Plan (Could be combined with Site Plan)

- A. Include relationships with existing site elements and buildings.
- B. Drawing requirements:
 - 1. Landscape plan(s) to include the following:
 - a. Identification and location of all proposed trees, shrubs, ground cover, special fill areas and lawn areas.
 - b. General notes to define the design intent.
 - 3. Roof plan(s) to include the following:
 - a. Dimensioned structural grid.
 - b. Screen walls, light roof system and openings.
 - c. Roof drain locations.

d. Roof slope and drainage identification.

e. Roof top equipment.

3.3 Project Team Organization

The Municipal District of Bonnyville requires that a Team Organizational Chart be developed and provided as part of the Proposal of the Prequalified Proposer identifying all of the proposed key personnel of each team component and how the team will be managed. If any of the team members have changed from the originally submitted Prequalification's Submittal, each new team member shall be identified along with background information describing the new team member. The Municipal District of Bonnyville reserves the right to interview each new team member to confirm its acceptance of the new team member. If the Municipal District of Bonnyville does not accept a proposed new team member, the Proposer will provide alternative team members until such time that the Municipal District of Bonnyville accepts the proposed new team member.

In addition to the Team Organizational Chart, each Proposer shall include the following information:

3.3.1 Qualifications of Key Personnel:

Proposer shall submit resumes demonstrating qualifications of the key personnel who will be assigned to this project. Key personnel are defined as, but not limited to the following: Project Planner, Project Manager, Project Architect, Project Engineer, Structural Engineer, Construction Project Manager, Construction Field Superintendent. Resumes shall include a description of training and experience of the key personnel in their respective areas of expertise. Proposer shall clearly define the duties of each key person. Resumes shall describe their current position/title, proposed position/title, education, professional licensing, and work experience over the last ten (10) years. Each resume shall also indicate whether or not each key person has worked before as part of the proposed team on similar projects.

3.3.2 Management and Staffing Plan:

Each Proposer shall also be responsible for developing a Management and Staffing plan which illustrates the management approach to performing the Work; and the required staff including the key personnel along with their identified time commitments required to perform the Work plan.

3.4 Price Proposal

3.4.1 Price Proposal Form:

Each Proposer shall be responsible for submitting a completed and signed Price Proposal Form as contained within this RFP. The Price shall be the proposed price for ALL phases. Failure to submit complete and signed forms shall result in the Proposer's RFP Submittal being rejected as nonresponsive.

3.4.2 Bid Bond:

Each Lump Sum Base Proposal shall be accompanied by Proposal security in the amount of 10% of the Lump Sum Base Proposal as security for Proposer's obligation to enter into a Contract with Municipal District of Bonnyville. Proposal security can be a Bid Bond or a certified check made payable to "The Municipal District of Bonnyville."

4.0 Conflicts

The intent of this RFP introduction is to provide an overview of the proposal process, the subsequent award and the work required of the successful Proposer. The provisions herein are a SUMMARY ONLY and the Proposers should in all cases review the provisions of the Design Build Request for Proposal for the specific requirements. If the Proposer believes there are conflicts between this document and any other Contract Documents, the Proposer should immediately, and in writing, bring it to the attention of the Municipal District of Bonnyville and request written clarification.

CONTRACT AGREEMENT
Municipal District of Bonnyville
Department of Community Services

THIS CONTRACT AGREEMENT made in triplicate
on the _____ day of _____ 2014 by and between:

Municipal District of Bonnyville No. 87

Hereinafter called the "Owner" and

Hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

1. SCOPE OF THE WORK

The Contractor agrees to furnish all the material (except as otherwise specified to be supplied by others) together with all of the equipment and labour and transportation necessary to perform the entire Work described in the Contract Documents for the entire project entitled:

Municipal District of Bonnyville, AB

which Contract Documents have been prepared by the Municipal District of Bonnyville. The Invitation to Tender and Tender Form are included therein. The Contract Documents are an integral part of this Contract Agreement.

2. CONFLICTS AND PRECEDENCE OF DOCUMENTS

In the case of any inconsistency or conflict between the provisions of the separate parts of the Contract Documents, the separate parts shall take precedence and govern in accordance with the following order:

1. Contract Agreement
2. Request for Proposal, Fort Kent Skate Park.

CONTRACT AGREEMENT

3. TIME OF COMPLETION

The work to be performed under this Contract shall be substantially completed by the _____ day of _____, 2014. The work to be performed under this Contract shall be fully completed by the _____ day of _____, 2014.

The contractor will perform his work faithfully and diligently to complete the project within this timeframe.

4. PAYMENT

The Owner shall pay the Contractor for the performance of the Contract in current funds, at the prices named in the Contract Tender Form. Payment will be made once per month within 30 days of a receipt of an acceptable invoice. Invoices must be submitted within 60 days of completed work, invoices not submitted within the 60 day period will not be paid. Ten percent (10%) of the value of work performed will be withheld from payment to the Contractor in accordance with the Builders' Lien Act and will be released to the Contractor in accordance with the provisions of the Act, upon completion of the entire project including correction of deficiencies and upon submission by the Contractor of the following documentation:

1. Letter from the Contractor stating that he has submitted all claims for payment related to the contract.
2. Letter of Clearance from the Workers' Compensation Board. Statutory Declaration from the Contractor stating that there are no outstanding claims for payment related to the project from suppliers, subcontractors, labourers or any other parties affected by the work

5. INSURANCE

Prior to commencing construction provide certification of insurance coverage for personal injury and property damage (minimum \$2,000,000.00).

6. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for which it is intended, or if delivered or sent prepaid registered mail to its business address, and it shall be deemed received on the day next following the day of mailing.

CONTRACT AGREEMENT

IN WITNESS WHEREOF the Parties have executed this Contract Agreement, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness to the Signature of
the Owner

1. _____

Address: _____

2. _____

Address: _____

Witness to the Signature of
the Contractor

1. _____

Address: _____

2. _____

Address: _____

OWNER

1. _____

Title: _____

Address: _____

SEAL

2. _____

Title: _____

Address: _____

CONTRACTOR

1. _____

Title: _____

Address: _____

2. _____

Title: _____

Address: _____

A. Price Proposal Form

B. Cover Sheet and Instructions

APPROVED DOCUMENT – This document is approved by the Municipal District of Bonnyville NO.87.

PURPOSE OF DOCUMENT:	Sets forth the basis of price proposals and contains blank spaces so all proposals will be submitted on identical form.
CONTENTS:	Price Proposal Form
FOR USE WITH:	Design Build Contract Documents
COMPLETED BY:	
Company Position	

Modifications and Additions:

1. When addenda modifies this form, the Price Proposal Form must be reissued in its entirety, on paper of a different color. Note the revision or reissue date on each sheet of the revised Price Proposal Form.
2. Anti-collusion language added to section 10.0.

Comments:

1. **Alternates.** If use of Alternates is desired, please consult with Director of Community Services.
2. **Unit Prices.** The bidder fills in the blank spaces for the unit price in figures. Use the following sample text for guidance:

4.0 UNIT PRICES

The quantities set forth in the Unit Prices are estimates. Municipality does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below.

Unit Price for	<u>{Steel Piles}</u>	<u>{45}</u>	<u>{lineal feet}</u>	<u>{ \$2160 }</u>
	(Item)	(Estimated Quantity)	(Units)	(cost)

END OF COVERSHEET AND INSTRUCTIONS

PRICE PROPOSAL FORM

FOR:

Fort Kent Covered Skate Rink

Date: _____

PROPOSAL TO:
Municipal District of Bonnyville

Bag 1010

Bonnyville, Alberta, T9N 2J7

780-826-3972

PROPOSAL FROM:

(Name of Firm Submitting Proposal)

(Address)

(City, Province, Postal Code)

(Telephone Number)

(Date Proposal Submitted)

Note: All portions of this Price Proposal Form must be completed and the Price Proposal Form must be signed before the Proposal is submitted. Failure to do so will result in the Proposal being rejected as nonresponsive.

1.0 PROPOSER'S REPRESENTATIONS

Proposer, represents that a) it has the appropriate active Contractor's license required by the province of Alberta; b) it has carefully read and examined the Proposal Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Prequalified Proposers; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) that all information and submittals provided as part of the prequalification process are accurate and correct. Proposer hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Proposer further agrees that it will not withdraw its Proposal within {90} days after the Proposal Deadline, and that, if it is selected as the apparent lowest responsive and responsible Proposer and awarded the Contract, Proposer agrees to complete the proposed Work within the number of days specified in the Agreement.

2.0 ADDENDA

Proposer acknowledges that it is Proposer's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from Municipal District of Bonnyville's facility at the appropriate address stated on Page 1 of this Price Proposal Form. Proposer therefore agrees to be bound by all Addenda that have been issued for this Proposal.

3.0 LUMP SUM BASE PROPOSAL

\$

 ,

 ,

 .

(Place figures in appropriate boxes.)

Phase 1 \$ _____ (Design Development)

Phase 2 \$ _____ (Construction Documents)

Phase 3 \$ _____ (Construction)

If Lump Sum Base Proposal exceeds the Maximum Acceptance Cost in Request For Proposal, Proposal will be determined to be nonresponsive.

There will be no compensation paid for any administrative delays caused to any phase of the project by the municipality.

4.0 Major components: Proposer includes in the Lump Sum Base Proposal the following allowances;

(example) \$ 100,000.00 for Concrete work to a finished product

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

\$ _____ for _____

7.0 PROPOSER INFORMATION

TYPE OF ORGANIZATION:

(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE PROVINCE OF _____.
(Province)

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

IF A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF PROPOSER AND ALL GENERAL PARTNERS:

PERSONS SIGNING THE BID ON BEHALF OF PROPOSER:

(Insert Name and Title)

GENERAL PARTNERS:

(Insert Names)

(Insert Names-continued)

ALBERTA CONTRACTORS LICENSE(S):

(Name of Licensee)

(Classification) (License Number) (Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

9.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Proposal:

Proposal security in the form of _____
(Bid Bond or Certified Check)

10.0 DECLARATION

I, _____ (Printed name), hereby declare that I am the
(Title) of _____ (Name of Proposer) submitting this Price Proposal Form;
that I am duly authorized to execute this Price Proposal Form on behalf of Proposer; and that all
information set forth in this Price Proposal Form and all attachments hereto are, to the best of my
knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive
or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false
or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any
manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the
bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price,
or of that of any other bidder, or to secure any advantage against the public body awarding the contract of
anyone interested in the proposed contract; that all statements contained in the bid are true; and, further,
that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or
the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to
any corporation, partnership, company association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this
declaration was subscribed at: _____ (Location and city),
County of _____, Province of _____, on
(Date).

(Signature)