

# Town of Penhold



## Public Services Building (the "Project")

### Request for Proposal Design-Build Service

**Closing Date:** August 30<sup>th</sup>, 2024

**Closing Time:** 14:00:00 Mountain Standard Time (MST)

**Note:** RESPONSES WILL NOT BE OPENED PUBLICLY

*Date Issued: July 10, 2024*

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## 1 Definitions

The following definitions, as well as those contained in the Definitions section of CCDC 14 and within the Supplementary General Conditions appended hereto, apply to terminology used throughout this Request for Proposal.

**AHJ** refers to the Authority Having Jurisdiction.

**Best Practice** means techniques, approaches, or methods of conducting business in a manner that has been widely recognized by peers and the industry as generally being the most effective, and consistently provides the desired results.

**CSA** means the Canadian Standards Association.

**Design-Builder** means the Successful Proponent for this procurement that is responsible for the delivery of Design and Construction Services required by the Contract Documents, and is a business legally entitled to operate in the province of Alberta.

**Evaluation Committee** consists of the following stakeholders:

- Sean Pendergast, Protective Services Manager, Town of Penhold
- Brandon Kowalchuk, Operations Manager, Town of Penhold
- Richard Binnendyk, Chief Administrative Officer, Town of Penhold
- Tricia Willis, Corporate Services Manager, Town of Penhold
- Third Party Representation, To be Determined

**NBCC** means National Building Code of

Canada. **OSR** means Owner's Statement of

Requirements. **Owner** means the Town of

Penhold.

**Project Committee** consists of the following stakeholders:

- Sean Pendergast, Protective Services Manager, Town of Penhold (**Project Manager**)
- Brandon Kowalchuk, Operations Manager, Town of Penhold
- Richard Binnendyk, Chief Administrative Officer, Town of Penhold

**Project Manager** means the Protective Services Manager from the Town of Penhold

**RFP** means this Request for Proposal.

Refer to the Canadian Construction Documents Committee CCDC 14 – 2013 and the supplementary conditions in APPENDIX J for further definitions

## **2 Instructions to Proponents**

### **2.1 Invitation to Proponents**

The Town of Penhold (the Owner) is inviting Proponents to submit Proposals in response to this Request for Proposal (RFP) for the provision of **Design-Build Services** for the design and construction of a **Public Services Building** in Penhold, Alberta.

This Request for Proposal process is administered by the Town of Penhold.

This document is a solicitation for Proposals and shall not be construed as a commitment of any kind given on behalf of the Owner, now or in the future. The Owner does not obligate themselves in any way as a result of this RFP. Only the execution of a written agreement will obligate the Owner in accordance with the terms and conditions of that agreement.

### **2.2 Background**

The Town of Penhold is a young, fast-growing, family orientated community of approximately 4,000 residents that welcomes innovation and enterprise while honouring the past - challenging the future.

A welcoming and vibrant community nestled between highway 2 and highway 2A, Penhold offers visitors and residents a small-town warmth just minutes from the city.

The current Public Works Operations facility is located at 910 Fleming Avenue and the current Firehall is located at 1001 Minto Street. Both facilities have served the community for more than 50 years, have reached their useful life and are not suitable for retrofit.

With the procurement of land along Waskasoo Avenue North the Town of Penhold has completed site assessments including geotechnical and floodway, stripped land and brought in engineered fill for the purpose of constructing a combined Public Works Operations and Firehall facility which:

- Combines parts of both services to eliminate duplication of facilities (such as



break rooms and office space).

- Holds the purpose of serving the community for a lifespan of 50 years.
- Fulfills the size requirements for the needed capacity (material and fleet) and operations inside the building.
- Improve operational performance and service levels by promoting departmental collaboration and reducing management facility costs. Embracing modern building materials and techniques allows the Town to benefit from reduced facility costs over an extended period of time.
- Offers the best value and practical solution for the requested requirements.

The Owner wishes to highlight that this project is NOT schedule driven. Proponents are strongly encouraged to leverage the Owner's schedule flexibility to the extent it reduces capital costs or increases value.

The Public Services Site ('The Site') is currently designated Public and Institutional (PI) and redesignation is not required. Site services have been installed to the property line on the southwest corner.

The Town of Penhold completed the lot grading on the Site where the proposed building is to be located. A Geotechnical Investigation Report has been completed and is included in this RFP for reference in **Appendix**

## **2.3 Existing Reports, Studies, and Information**

The following reports, investigations, and other information will be made available to the Successful Proponent. Electronic copies of the following are included as part of this RFP, located in **Appendix D, Appendix E, and Appendix F** and is intended to provide additional background information:

- Geotechnical Investigation Report (Appendix D)
- Wetland Assessment and Impact Report (Appendix D)
- Desktop Environmental Assessment (Appendix D)
- Site Grading (Appendix E)
- Site Plan (Appendix F)

## **2.4 Intent**

Using the Design-Build procurement method, the Town of Penhold intends to build a

new Public Services Facility integrating the Firehall and Public Works Operations into one building. This Request for Proposal (**RFP**) solicits submissions from qualified Design-Build Proponents. The intent of the Town of Penhold is to award a contract for the design and construction of said building to the most qualified Proponent as defined by their submission in response to this solicitation and evaluated in accordance with the criteria and process outlined in this RFP.

## 2.5 Disqualification

Proponents and/or Proposal submissions may be disqualified at the sole and absolute discretion of the Owner if the Proposal is deemed incomplete.

## 2.6 RFP Schedule

The following schedule will govern the RFP. The Owner reserves the right to modify any or all dates at its sole discretion.

Milestone	Date
RFP for Design-Builder Issued	<b>July 10, 2024</b>
Optional On-Site Bidders Meeting	<b>July 25, 2024</b>
Deadline for Submitting Questions	<b>August 09, 2024</b>
Deadline for Addendum	<b>August 16, 2024</b>
RFP for Design-Builder Closes	<b>August 30, 2024</b>
Owner Requested Proposal Clarifications	<b>September 04, 2024</b>
Submission of Owner Requested Proposal Clarifications	<b>September 06, 2024</b>
Award Design-Build Contract	<b>September 10, 2024</b>
Substantial Completion	<b>Design-Builder to Propose</b>
Total Completion of Construction	<b>Design-Builder to Propose</b>

An optional on-site RFP information meeting is scheduled for **July 15, 2024, at 11.00 a.m.**

RFP Information meeting location: Municipal Office,  
1 Waskasoo Avenue, Penhold,  
AB T0M 1R0

## **2.7 Project Authority and Involvement**

The selection of the Successful Proponent will be approved by the Owner. The Owner shall only be bound by formally entering a Contract with a Design-Builder to the satisfaction of the Owner.

This RFP is administered by the Owner.

All inquiries regarding this RFP must be directed only as specified in Section 2.8 - RFP Communication and RFP Authority of this document and not to any other parties, Municipal staff or members

## **2.8 RFP Communication and RFP Authority**

All correspondence and contact by Proponents with the Owner in relation to this RFP shall be made exclusively with the RFP Authority:

Sean Pendergast  
Project Manager,  
Protective Services  
Manager, Town of  
Penhold  
[spendergast@townofpenhold.ca](mailto:spendergast@townofpenhold.ca)

Proponents that wish to ask questions regarding this RFP shall submit them via email only to the RFP Authority. Each email enquiry will be required to include the RFP name, as per the title page, at the beginning of the subject line.

The RFP Authority may distribute to all Proponents copies of questions and answers, in the form of an addendum/addenda, as deemed necessary. The RFP Authority can and may, at its sole discretion, decline to respond to questions received after the deadline

for submissions of questions, noted in Section 2.6 - RFP Schedule.

## **2.9 Addenda**

This RFP may be amended, supplemented, or otherwise modified at any time and from time to time, only by way of written addenda issued via email during the Request for Proposal period. All addenda become part of the Request for Proposal documents, must be addressed and acknowledged by the Proponents and must be confirmed and acknowledged within the Proponents submitted Proposal.

For certainty, written or oral responses to any enquiry will not be deemed to amend, add to, or alter the RFP in any way, unless issued in the form of a formal written addendum.

## **2.10 Discrepancies**

If a Proponent finds any discrepancies or omissions in the RFP documents, or it is in doubt as to their meaning, the Proponent is responsible to notify and seek clarification from the RFP Authority during the RFP period.

## **2.11 Ownership of Proposals**

All Proposals submitted in their entirety will become the property of the Owner.

# **3 Project Scope**

Reference the attached Owner's Statement of Requirements (OSR) in **Appendix A** for detailed project information, scope of work, and requirements.

## **4 Proposal Requirements**

### **4.1 General Submission Format and Content**

Proponents shall follow these submission requirements, format, and content guidelines when preparing and submitting their Proposals. Proponents should not assume that members of the Evaluation Committee are completely knowledgeable in all aspects of design and construction and therefore should submit information in a clear, concise, and comprehensive manner to ensure a full understanding of the design intent, construction techniques, schedule, management and staff, quality control, and costs.

### **4.2 The Proposal Format**

Each Proponent shall submit their Proposal in PDF format (under 15 MB in size) including all drawings, mandatory requirements, and requested information as per the directions found in Section 5 - Submission of Proposals

### **4.3 The Proposal Content**

Proposals should prioritize comprehensive solutions that optimize the use of resources while meeting our project goals. Emphasis will be placed on efficiency, innovation, and value for money.

Each Proponent shall include:

- All Mandatory requirements as listed in Section 6- Mandatory Requirements,
- The delivery plan and proposed schedule as outlined in Section 7,
- The conceptual design as outlined in Section 7,
- The Price and all optional pricing as outlined in Section 8.5,
- A Proposal submission that clearly and succinctly presents the required information using the main headings and presents the information in the order provided in Sections 6, 7, 8, and 9 to ensure that each Proposal receives full consideration,
- The information requested and, if unable to comply, the reason for non-compliance is to be stated; and,

- A response that follows instructions in the RFP as indicative of the Proponent's ability to work with the Owner during the project,
- Each Proponent shall use the Financial Proposal template included in **Appendix H**,
- The project costs (**Schedule A**), with taxes shown separately,
- A breakdown of costs into divisions or key project tasks and options (**Schedule B**); and,
- A list of subtrades included on the proposed Design-Build team **Appendix I**.

## 5 Submission of Proposals

### 5.1 Requirements

Proposal responses must include all the requirements under Section 4 - Proposal Requirements. Failure to comply with the requirements therein may result in rejection of the Proposal.

### 5.2 Signatures

A duly authorized official of the Proponent must sign the Proponent's Proposal. Failure to provide an authorized signature will result in the response being deemed incomplete. Proposals shall be properly executed and in compliance with the following requirements:

- (a) the signature(s) of the person(s) executing the Proposal must be in their respective handwriting;
- (b) if the Proponent is a corporation, the Proposal shall be executed under the corporate seal, affixed in the presence of officers of the corporation with the authority to bind the corporation;
- (c) if the Proponent is an individual or partnership, the Proposal shall be executed under seal by the individual or a partner in the presence of a witness and the signatory must show the capacity in which the document is executed (i.e., "Partner" or "Proprietor"); or
- (d) if the Proposal is a joint venture, each party to the joint venture shall execute the Proposal under seal in the manner appropriate to such

party.

### 5.3 Deadline and Address

The Closing Date and Time for submission of Proposals is:

**August 30th, 2024**

**2:00:00 PM Mountain Standard Time (MST)**

**Proposals shall be emailed to the following address before the Closing Date and Time: Attn:**

**Sean Pendergast**  
Project Manager

Town of Penhold

[spendergast@townofpenhold.ca](mailto:spendergast@townofpenhold.ca)

***Proposals received on or after the Closing Date and Time will not be considered.***

Proponents may submit revised Proposals up to the Closing Date and Time. The revised Proposal must be submitted in the same format as the original Proposal and the address on the submission must clearly indicate the revision number of the submission.

The Owner reserves the right to, at any time during the evaluation process, reject any or all Proposals, either in whole or in part.

Although not a requirement - Proponents are requested to submit the "**Intent to Propose Form**" Found in **Appendix C**.

#### 5.3.1 Bonding

All Bonds shall be in conformance with GC 11.2 Contract Security of CCDC 14 - 2013, as modified by **Appendix J** - Supplementary General Conditions.

- .1 Each Proposal must include an Agreement to Bond, duly executed in a form satisfactory to the Owner, and issued by surety, authorized to transact a business of suretyship in the Province of Alberta.
- .2 The Successful Proponent will be required to provide, at the time of execution of the Contract, the following bonds in accordance with the Agreement to

Bond, which shall be included within the total proposed cost

- Performance Bond in the amount of 50% of the Contract Price.
- Labour and Material Payment Bond in the amount of 50% of the Contract Price.

.3 The cost of all the bonds shall be included in the Proposal Price.

## 5.4 Formal Contract

The Successful Proponent will be required to enter a formal Contract based upon Canadian Construction Documents Committee (CCDC) 14 - 2013 and **Appendix J** - Supplementary General Conditions as satisfactory to the Owner within twenty (20) calendar days of receiving written notice from the Owner. Once notified, the Successful Proponent will prepare and sign the CCDC 14-2013 Design Build contract, with copyright seal and send it to the Owner for its final execution.

The Successful Proponent must provide the following documents to the Owner in advance of execution of the formal Contract:

- Valid WCB Certificate
- Performance Bond
- Labour and Materials Payment Bond
- Insurance Certificates

## 6 Mandatory Requirements

### 6.1 Letter of Offer

Proponents must complete and submit the following mandatory forms and requirements as part of their overall Proposal submission:

The Proponent is to submit the **Appendix G** - Letter of Offer completed in full.

## 7 Project Delivery Plan

In the Proposal, the Proponent should illustrate the plan to deliver the overall project from the initial concept design stage through final occupancy. The following should be



covered:

## **7.1 Design Methodology**

The scope of this Contract is comprised of the design and construction of a combined Firehall and Public Works Operations Facility for the Town of Penhold (the **Owner**) using a **Design-Build** project delivery methodology. Proponents should describe their approach to how they plan to produce design deliverables, how they will work with Stakeholders and the Project Team, and their plan to facilitate a collaborative approach to the design process with the Owner. Describe how the design process will be sequenced and include timelines for review and approvals from the Owner, the municipal permitting process, and any special considerations.

### **7.1.1 Proposed Conceptual Design**

Using the Owner's Statement of Requirements in **Appendix A**, and the Functional Program provided in **Appendix B** as a guideline, Proponents are to develop and submit their own concept, site plan, and conceptual building elevations based on the requirements of the RFP. The Town of Penhold is amenable to various options for the design as delivered in consideration of their desire to keep operations and maintenance costs low with an efficient, cost-effective design solution.

Drawings and plans should be dimensioned to indicate building size. It is expected that Proponents will submit a detailed design brief with their Proposal that describes all components and systems of the Public Services Facility, incorporating as needed architectural, civil, structural, mechanical, electrical, and related details (as outlined in 7.1.2). Include discussion of exterior elements as well. Though not required, Proponents may wish to provide 3-D renderings to augment their submission and demonstrate understanding of building context.

### **7.1.2 Design Brief**

#### **.1 Architectural Design Brief**

Provide an Architectural Design Brief describing the site plan, architectural plan, and exterior elevations of the building as per **Appendix A** - Owner's Statement of Requirements.

#### **.2 Civil Design Brief**

Provide a Civil Design Brief describing the proposed civil design for the building, parking, street access, services, and drainage plan as described in **Appendix A - Owner's Statement of Requirements**.

**.3 Structural Design Brief**

Provide a Structural Design Brief describing the proposed structural solution for the building (while considering cost, flexibility, and the potential for future expansion).

**.4 Mechanical Design Brief**

Provide a Mechanical Design Brief describing the proposed main mechanical systems, if any.

**.5 Electrical/ Information Technology Design**

Provide an Electrical Design Brief describing the proposed main electrical and communication systems including power distribution from the service connection to all buildings, lighting systems, controls, communications (information technology) systems, and access control systems, if any proposed.

### **7.1.3 Accessibility**

Provide a narrative describing accommodation of key accessibility elements if/as required by the Alberta Building Code.

### **7.1.4 Building Durability/ Ease of Repair and Maintenance**

Describe the approach to building durability (both exterior and interior), including design approach, selection of various systems, components, materials, and construction methods used. Also describe the ease of repair and maintenance of the building and all systems and components.

### **7.1.5 Adaptability, Flexibility, Potential for Expansion**

Demonstrate how the site and building design are adaptable to changing needs and accommodate the potential for future building expansion. The structural design of the building should also consider these points (see Section 7.1.2.3- Structural Design Brief).

### **7.1.6 *Design-Build Firms***

Design Builder to identify firms and subtrades and describe experience on similar projects.

### **7.1.7 *Design-Build Key Members***

Design Builder to identify key members of the Design-Build team and provide resumes highlighting relevant experience (maximum two (2) pages for each key member)

### **7.1.8 *Detailed Design and Construction Documents***

The Design-Builder is to submit a Design Brief with their proposal to describe the elements, products and specifics of building assemblies, components, etc. that show what is being provided. The following design submission review milestones are expected, including time for review and resubmission:

- Building Design Development
- 60% Detailed Design review
- Foundation Issued for Construction (if needed)
- 100% Building Detail Design
- 100% Issued for Construction (IFC) Detailed Design Package (full package)

### **7.1.9 *Detailed Project Schedule***

Proponents shall provide a detailed project schedule in Gantt Chart format illustrating their commitment to meet the schedule. Proposed schedules should identify durations of key work packages (from Design through to Construction Substantial Performance and Close-Out) and

dates of all milestones. The Critical Path should also be identified in the Gantt Chart. Once agreed upon, this proposed schedule will form part of the Contract.

## 7.2 Construction Methodology

All work and project designs shall be prepared to meet all building codes and requirements of Authorities Having Jurisdiction (AHJ). Conformity to all required building codes and requirements of AHJ is the responsibility of the Design-Builder. The Proposal must provide a narrative specific to the Project that describes the measures that will be used to provide a safe work site for all persons on site. Describe your project specific approach to dealing with the following:

- **Health and Safety** - All work on the project will be completed by the Design-Builder in full compliance of all Alberta Occupational Health & Safety Act and Regulations. The Design-Builder is therefore the "Prime Contractor" for the purposes of the Act and is responsible for all responsibilities and duties prescribed. The Design-Builder's project specific Health & Safety Plan shall provide details covering construction site access, training plans, muster points, emergencies, and specific site challenges.
- **Staging of the Work**
- **Permits, Inspections and Approvals** - The Design-Builder will oversee, manage, and pay for all costs associated with all required permits and inspections applicable to the project location, as well as all directed re-work and subsequent inspection costs. The connection of building services and utilities is the responsibility of the Design-Builder.
- **Budget Control (including Change Management)**
- **Schedule Control** - Within twenty (20) calendar days of contract award, the Design-Builder is to submit a detailed project schedule to the Project Manager. The Project Committee will review, and once accepted, this schedule will become the baseline for the project moving forward. The Project Manager will review the Design-Builder's schedule which, once approved, will form part of the Master Project Schedule. The Design-Builder shall inform the Project Manager about any revision and shall update the schedule and report to the Project Manager on a monthly basis. The monthly update of the Design-Builder's schedule shall identify the percentage completion of each Task, including approved Change Orders, if any.

- **Communications**
- **Quality Management (Quality Assurance and Quality Control) and Documentation** - All work to be completed to current industry standards, good construction Best Practice, all applicable and referenced codes, regulations, standards and trade associations and local by-laws. The work shall be carried out in accordance with original manufacturer's instructions and recommendations, by accordingly qualified and/or licensed trade professionals to the best possible standards and practices.

All hard copy documents, letters and reports used on the Project, including the numbers of hard copies or digital format, shall be formatted, titled, and numbered to a standard to be established and agreed to by the Owner and the Project Manager. It is recommended to follow the National Master Specification (**NMS**) format. A professional Architect/Engineer, registered to practice in Alberta must seal all planning, design, and construction documents, including reports and change documents requiring professional design services.

### 7.3 Construction Phase and Administration

During construction, the **Design-Builder** will, at a minimum:

- Provide the specified Site Superintendent for the on-site supervision and quality controls for the duration of the Project.
- Prepare, administer, and maintain on-site files of all requests for information, site instructions, contemplated change notices, change orders, clarifications, field reports, monthly progress, monthly control reports, site specific Health & Safety Plan, as well as any other documents applicable to construction.
- Provides access to drawings, specifications and other design documents for the **Owner**, the **Project Manager**, and any other consultants retained directly by the **Owner**.
- Review shop drawings, samples, and other submittals from the subcontractors to ensure they comply with the intent of the approved working drawings and specifications and with the intent of the original design as per this OSR.
- Obtain and assemble all warranties, operations, and maintenance manuals, as-builts and related documents.
- Construct the Project and related site servicing and landscape according to the approved IFC drawings and specifications.
- Expediently correct all construction deficiencies as identified by the **Design-Builder's** consultants, the **Owner**, the **Project Manager** and/or **Compliance Consultant**.

- Maintain the predetermined completion and milestone dates in accordance with the approved Project schedule or as modified in writing throughout the period of the Work.
- Maintain and enforce a strict health and safety policy on the site.
- Ensure that the **Design-Builder's** consultant team, for each discipline, perform regular site inspections and provide written reports of findings along with each progress draw. The Architect, at a minimum, is expected to perform monthly inspections, while other disciplines of the **Design- Builder's** team are expected to perform inspections as per the approved project schedule and at all critical milestones. At substantial performance, each discipline of the **Design-Builder's** consultant team shall perform a site visit and issue letter certifying the construction is in general conformance with the Construction Documents; and
- Adhere to all other requirements in accordance with the **RFP**.

### **7.3.1 Cleaning**

The **Design-Builder** will maintain a safe and clean work site and will provide barricades and temporary and/or permanent fencing as required. The **Design-Builder** and subcontractors will clean the site and building daily and secure the site at the end of each workday.

The **Design-Builder** will complete a final cleaning of the Project site before the final inspection and issuance of Final Payment. The final cleaning will include the removal of all grease, stains, labels, fingerprints, dust, dirt, and all other foreign materials from the inside and the outside.

### **7.3.2 Transportation and Storage**

The **Design-Builder** is responsible for all logistics and transportation requirements necessary for the successful completion of this project, including the proper storage, both onsite and offsite, of materials, equipment, etc. The building site and lot is available to the Design-Builder for a laydown area for the duration of the project.

### **7.3.3 New Site Services and Utilities**

The **Design-Builder** will complete and coordinate all required services and utilities connections to the building with the Utility Provider(s).

#### **7.3.4 Subconsultants**

The **Design-Builder** shall carry additional subconsultants as deemed necessary to complete the Work to meet all code, acts and regulatory requirements, or to satisfy innovative components of the **Design-Builder's** proposed methodology (i.e. Architectural, Civil Engineering, Structural Engineering, Mechanical Engineering, Electrical Engineering, Specialty consultants as required).

The **Design-Builder** is responsible for reviewing the site-specific geotechnical investigation report and topographic information (see **Appendix D-F**) to determine if this is sufficient information to complete their design. If additional investigation work is required, this is to be clearly stated and costed accordingly in their proposal.

#### **7.3.5 Project Meetings and Reporting**

After contract award, the **Design-Builder** (accompanied by subconsultants and subcontractors as required) will chair and minute regular Design/Construction progress meetings with the **Project Committee**. These meetings may be in-person or by tele/video-conference. **Design-Builder** to propose meeting frequency and duration, based on project schedule, of onsite (i.e., in the Town of Penhold) project progress meetings. Subcontractors and sub-consultants may not be required to attend in person but should call in via tele/videoconference as required. At progress meetings, the **Design-Builder** will report on project progress, schedule, milestones, present challenges, and issues as well as proposed solutions for review and consideration by the **Project Committee**. The **Design-Builder** is to develop a standard agenda to follow for all meetings. The **Design-Builder** will issue the meeting agenda three (3) business days before the meeting and issue meeting minutes within four (4) business days following the meeting. The meeting minutes will be reviewed by the Project Manager and any required changes will be made by the Design-Builder. The **Design-Builder** will issue with the agenda an updated project schedule showing all progress against each milestone, any slippage with explanations, and plans for schedule recovery. The **Design-Builder** will hold close-out meetings as required for the completion of all close-out activities. The **Design-Builder** will provide monthly progress reports.

#### **7.3.6 Commissioning, Training, and Closeout Procedures**

Provide a narrative describing the commissioning approach. Include a description of how handover and training will work, and documentation of training and instruction manuals. Include the approach to ensuring As-Built drawings and O&M manuals will

be completed in a quality and timely manner. Describe how all deficiencies will be closed out prior to the Final Completion Date. Finally, describe how the Owner will be assisted through the Warranty Period and how any identified deficiencies will be rectified before the end of the warranty Period.

### **7.3.7 Deficiencies**

At an appropriate time during the project, the **Design-Builder** will:

- Establish the necessary trade punch lists and submit prior to confirming that the building is ready for a formal deficiency review,
- Hold a formal Deficiency Meeting to discuss and agree to the approach and dates which the deficiency review(s) will take place,
- Undertake a complete inspection of the construction work and prepare a comprehensive list of all deficiencies prior to claiming Substantial Performance of the Project with monetary values assigned to each of the remaining and deficient items for comparison with the calculation of Substantial Performance including approved change orders;
- The **Owner** may retain up to 2.5 times the value of the calculated deficiency cost until all deficiencies are corrected, unless otherwise agreed to by the **Owner**;
- Conduct a 12-month warranty period review and prepare a list of outstanding warranty issues,
- Generate a single deficiency list for the Project and it is to include the **Design-Builder's** deficiencies and the **Owner's** identified deficiencies; and
- Ensure all deficiencies are corrected expeditiously and to the satisfaction of the **Owner** and the OSR prior to claiming total completion and final payment.

The **Owner** reserves the right to add any additional deficiencies to the list up to six (6) weeks after occupancy and these deficiencies are to follow the same process for resolution. The **Payment Certifier** will retain sufficient funds from progress draws to cover the completion of unfinished and deficient work.



## 7.4 Legal Survey and Topographical Survey

On completion of the Project, the **Owner** shall be provided with a certified survey showing relevant site dimensions, features, all building outlines and corner locations, service connections, finished floor elevations, and final topographical contours.

## 7.5 Substantial Performance of the Work

During the closeout and occupancy phase of the project, the Work shall not be considered fit for its intended use until the following documents have been received by the Owner:

1. Occupancy Permit
2. Final commissioning documents
3. All operations and maintenance manuals
4. As-Built Drawings
5. A Legal Survey

The **Design-Builder** shall:

- Prepare a closeout and handover procedure ensuring all systems operate as designed in coordination with vendors, Design-Builders, designers, and Building Operations staff requirements.
- Provide and fully document staff training to the **Owner's** staff on all building systems.
- Obtain all necessary regulatory approvals for occupancy including building and fire code inspections, occupancy, and environmental permits, etc., as required.
- Provide two (2) hard copies, provided in 3-ring binders separated by labelled tabs, and a complete digital copy, in a format approved by the **Owner**, of the following:
  - 'As-built' drawings of all physical building attributes, including electrical, mechanical, and plumbing details, with Computer Aided Design (CAD) submitted in DWG and PDF format and all others submitted in PDF format;
  - Product/manufacturers warranties and guarantee certificates, forms and details for items such as roofing materials, flooring, electrical fixtures; and
  - Operation and Maintenance (O&M) Manuals and all maintenance equipment and testing certificates of new systems, equipment, and material, manufacturers /

supplier contact list, warranties, and start-up reports.

## 7.6 Warranty Requirements

The **Design-Builder** will provide the following warranties:

- Twelve (12) month all-inclusive (labour & materials) warranty on all materials and workmanship from the date the occupancy permit is issued.
- All other warranties and guarantees provided by manufacturers, for example roofing, flooring, appliances, equipment, etc. will be provided in the Operation and Maintenance (O&M) Manual and assigned to the **Owner**.

## 8 Evaluation of Proposals

### 8.1 Evaluation Process

The Proposal submissions will be evaluated via the following process:

The Evaluation Committee will review Proposals to evaluate the extent of conformance of Proposal submissions with the requirements of the RFP. A consensus score will be awarded for each criterion based on the extent to which the requirements of the RFP are deemed to have been satisfied for each of the criteria sections. The score will be weighted as per the table in Section 10.2 - Evaluation Criteria. The Proponent with the highest total score will be the Successful Proponent.

The Evaluation Committee may develop specific clarification questions arising from its reviews which will be provided to the Proponents for response as part of the evaluations.

### 8.2 Evaluation Criteria

The Evaluation Committee will evaluate all Proposal submissions in accordance with the evaluation criteria listed below and make a recommendation to the Town of Penhold.

The evaluation criteria will assist the Evaluation Committee in rating each submission in a consistent and fair manner. The evaluation criteria will be scored as shown in the

Table below.

Criterion Description	Score
<b>Mandatory Requirements</b>	
1. Letter of Offer ( <b>Appendix G</b> ) and Formal Submission Compliance	PASS/ FAIL
<b>Project Delivery Plan</b>	<b>Maximum Points</b>
1. Design Methodology	3
2. Construction Methodology	3
3. Commissioning, Training and Closeout Procedures	2
4. Detailed Project Schedule	2
<b>Design Proposal</b>	<b>Maximum Points</b>
1. Proposed Conceptual Design	20
2. Design Brief	5
3. Building Durability / Ease of Repair and Maintenance	15
4. Project Team and Firms ( <b>Appendix I</b> )	15
<b>Proposal Price</b>	<b>Maximum Points</b>
1. Proposal Price ( <b>Appendix H</b> )	35
<b>TOTAL POINTS</b>	<b>100</b>

Each criterion is described in full detail in Sections 6, 7, 8, and 9 of this document. The Evaluation Committee may consider other criteria that it identifies as relevant during the evaluation process provided that any criteria considered will be applied evenly and fairly to all Proposals that are eligible for evaluation.

### 8.3 Scoring Matrix

Individual criteria are awarded as a percentage of the total points available according

to the following:

Max%	Rating	Description
100	Exceptional	A response that exceeds expectations and demonstrates a clear understanding of the requirements that provides certainty of success and adds a level of innovation.
90	Excellent	A response that exceeds expectations and demonstrates a clear understanding of the requirements that provides certainty of success.
80	Very Good	A response that meets expectations and demonstrates a level of understanding of the requirements that gives a high level of confidence of project success.
70	Good	A response that meets most expectations and demonstrates a level of understanding of the requirements that gives a moderate level of confidence of project success.
60	Fair	A response that meets basic expectations and demonstrates a basic understanding of requirements, posing some risk to project success.
50	Acceptable	A response that barely meets expectations and/or demonstrates some understanding of requirements, posing moderate risk to project success.
0 - 40	Unacceptable	Response is missing, is below expectations and/or demonstrates a lack of understanding of requirements, posing serious risk to project success.

## 8.4 Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information with respect to any Proposal. The Evaluation Committee may make such requests to only selected Proposals without making the same requests for all Proposals. The Evaluation Committee may consider such clarifications or additional information prior to scoring Proposals.

## 8.5 Pricing

The total proposed fixed fee for Design-Build delivery, submitted as per requirements outlined in this RFP, and in **Appendix H** - Financial Proposal.

Proponents should propose alternative options or creative methods to maintain efficiency and list it in the **Appendix H** separately.

Should any price Proposal be over the Affordability Limit of the Owner (the Owner will not disclose the affordability limit), the Owner reserves the right to negotiate scope and price with the highest ranked Proponent prior to any contract being awarded. If an agreement is not reached, the Owner reserves the right to negotiate with the next highest ranked Proponent.

## 8.6 Selection Ranking

In the event of two or more Proponents receiving the same highest, total score (financial plus technical), the Owner will select the Proponent with the lowest price.

# 9 General Terms and Conditions

A Proponent's submission of a Proposal in response to this RFP shall be confirmation of its acceptance of the following terms and conditions.

### **9.1 Owner Not Liable for RFP Costs**

The Owner will not accept liability for any costs incurred by the Proponent in the development of its Proposal in response to this Request for Proposal.

### **9.2 Prohibition Against Gratuities**

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the Owner or the Evaluation Committee in connection with or arising from this RFP, whether for the purpose of securing the Contract or seeking favourable treatment in respect to the award or amendment of the Contract or influencing the performance of the Contract, including without restriction, enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of the Contract or for performance of the Owner's obligations there-under or for conferring favours or being lenient, or in any other manner whatsoever. If the Owner determines that this condition has been breached by or with respect to a Proponent, the Owner may exclude the Proponent's Proposal from consideration, or if the Contract has already been entered, may terminate it without incurring any liability.

### **9.3 Publicity**

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or the Contract without prior written permission from the Town of Penhold.

### **9.4 Owner Markings**

The Owner's name, logo, etc. shall not be used for any external marketing purposes whatsoever without the written permission from the Town of Penhold.

The Proponents are to use the Owner's most updated logo on their documentation and Proposal accordingly.

### **9.5 Confidentiality**

Information pertaining to the Owner obtained by the Proponent as a result of

participation in this Request for Proposal process is confidential and must not be disclosed without written authorization from the Town of Penhold.

The Owner shall declare and mark certain information about the Owner to be received by the Proponent as "Confidential." The Proponent must not disclose such "Confidential" information to any third parties unless authorized to do so in writing by the Town of Penhold.

Information about the Proponent that is received by the Owner and that is marked as "Confidential", shall be kept confidential in accordance with the Freedom of Information and Protection of Privacy Act and subject to the order of a court or tribunal.

The Proponent and the Owner agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties.

## **9.6 No Obligation to Contract**

### **9.6.1 *Acceptance or Rejection of Proposals***

Proposals made in response to this Request for Proposal do not constitute the acceptance of a Contract with the Owner. Proposals constitute offers that the Owner may or may not accept at its sole discretion. Notwithstanding anything else contained within this RFP, as it is the purpose of the Owner to obtain the Proposal deemed most suitable and most advantageous to the interests of the Owner, the Owner reserves the right to accept or reject any or all Proposals or parts of Proposals.

### **9.6.2 *Owner's Rights***

The Owner further reserves the right to waive or not waive irregularities, technicalities, and non-compliance and to do so at its sole discretion.

- .2 The Owner reserves the right to open Proposals privately and to accept and reject any or all Proposals received. The Owner incurs no obligation to accept the lowest price offered. The Owner reserves the right, at the time of evaluation of any Proposal, to request any additional information that it deems necessary to make an evaluation decision.

- .3 Each submission of a signed Proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Owner and after negotiation, only by entering a formal Contract upon such acceptance the terms, responsibilities, and specifications as required by the Owner, including but not limited to those set out herein.
- .4 The Owner reserves the right to reject an offer to supply goods and services presented in response to the Owner's procurement processes where the Owner determines that the entity making the offer is in any way indebted to the Owner and in its sole discretion is of the opinion that it is in the Owner's best interests that the offer be rejected.
- .5 The Owner reserves the right to negotiate after the Closing Date and Time with the Proponent that the Owner deems has provided the most advantageous Proposal. In no event will the Owner be required to offer any modified terms to any other Proponent and the Owner shall incur no liability to any other Proponent as a result of such negotiation or as a result of entering a Contract with the most advantageous Proponent on such modified terms.

## **9.7 No Assignment**

Unless otherwise agreed, should the Owner enter a Contract relating to the Project, the other contracting party shall not, without the written consent of the Owner, assign or subcontract any aspect of the Work or the deliverables. The Successful Proponent will not be allowed to subcontract the CCDC 14- 2013 Contract. Every subcontractor will be required to comply with the conditions of this Proposal.

## **9.8 Fit for Use**

All things supplied under the Contract shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are set out in the documents.

## **9.9 No Implied Waiver**

The failure of either party at any time to require performance by the other party of any provision of the Contract shall in no way affect its right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.



### **9.10 Governing Law**

All Proponents, including those with corporate offices based outside Alberta, agree that the rights of all parties shall be governed by the laws of the Province of Alberta and that the venue for dispute shall be within the Province of Alberta.

The International Sale of Goods Act shall not apply to this document or to any agreement formed as a result of this solicitation.

All Proponents shall comply with any law, including all legislation and regulations which may be applicable to the services provided subsequent to this document.

### **9.11 Force Majeure**

Neither party to the Contract shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Contract when such delay or failure is due to fires, strikes, floods, acts of God, or the King's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

### **9.12 Deemed Satisfaction as to Proposal Submission**

The submission of a Proposal shall be deemed conclusive proof that the Proponent has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services it will be required to supply, or any other matter which might enter the carrying out of the Work. No claims will be entertained by the Owner based on the assertion by the Proponent that it was uninformed as to any of the requirements of the RFP.

### **9.13 Default Under the Work**

In case of a default of performance of the Work, the Owner reserves the right to transfer the Work to another source. All additional expenses arising from such transfer will be charged to the original Proponent or Design-Builder and will be due forthwith.

#### **9.14 Insurance**

Any Proponent selected to enter a Contract with the Owner shall be required to comply with Insurance as set out in detail in **Appendix J** - Supplementary General Conditions and CCDC 14. Proponents must be willing to evaluate cost effectiveness of Owners Controlled Insurance Package vs Contractor Controlled Insurance Package in a Discovery Call with the Owners Insurance provider before ratification of the Design-Build Contract.

#### **9.15 Indemnification**

Any Proponent selected to enter a Contract with the Owner shall be required to comply with Indemnification as set out in detail in **Appendix J** - Supplementary General Conditions and CCDC 14.

#### **9.16 Enforcement**

Prior to commencement of any portion of the Work, any Successful Proponent will be required to enter into a legally binding agreement with the Owner. Where any breach of the terms of that agreement should occur, the Owner shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Owner, including lawsuit or application before the appropriate court or tribunal. All Proponents hereby acknowledge and attorn to the exclusive jurisdiction of the Province of Alberta for any such legal process arising in relation to this procurement process or the Contract.

#### **9.17 Non-Exclusive Agreement**

Any Contract awarded as a result of this Request for Proposal document shall be non-exclusive and the Successful Proponent acknowledges that the Owner may, in its sole discretion, procure from others the same or similar goods and services during the term of any Contract formed as a result of this Request for Proposal document.

#### **9.18 Debriefing**

Each Proponent that has participated in the procurement process is entitled to a

debriefing with the Owner. To schedule a debriefing following the procurement process, Proponent(s) must contact the **RFP** Authority within thirty (30) days following the date of Contract regret notification.

### **9.19 Acknowledgement**

All Proposal documents shall be fully completed and acknowledged by the appropriate officer of the Proponent's organization via the enclosed **Appendix G** - Letter of Offer. In the event of a missing or incomplete Letter of Offer, the Owner reserves the right, in its sole discretion, to reject a Proponent's submission.

### **9.20 Conflict of Interest**

The Owner requires that any potential or perceived conflict of interest or non-arm's length transactions when dealing with Proponents must be declared. This Policy further requires disclosure where a contract for goods or services may be awarded to a person or firm in which an Owner employee has a material interest. Failure of a Proponent to declare any situation that may be a conflict of interest or potential or perceived conflict of interest or to obtain a waiver of any such conflict of interest shall be grounds for the Owner to terminate any contract formed without liability and for cause.

### **9.21 Errors and Omissions**

While the Owner has used considerable effort to ensure an accurate representation of information in this Request for Proposal document, the information contained is solely a guideline for Proponents. The Owner does not guarantee or warrant the information to be accurate, comprehensive, or exhaustive and the Owner shall not be held liable for any errors or omissions in this Request for Proposal document. Nothing in this Request for Proposal document is intended to relieve Proponents, at their own expense, from forming their own opinions and conclusions with respect to matters addressed in this Request for Proposal document.

### **9.22 Termination**

The Owner is not under any obligation to award a contract and reserves the right to terminate the RFP process at any time and to withdraw from discussions with any or all

of the Proponents who have submitted Proposals. If the Owner terminates the Request for Proposal process, it will not be liable for any costs incurred or damages suffered by the Proponents. The Owner does not bind itself to accept the whole or any part of any Proposal and if only one Proposal is received, the Owner reserves the right to reject it. The Owner expressly states, and each Proponent accepts that the Owner has no legal obligation of any kind to any Proponent. Without limiting the generality of the foregoing, the Owner has no contractual relationship with the Proponent by reason of this Request for Proposal document or otherwise until such time as a separate services contract is executed by the parties.

## 10 APPENDICIES

### 10.1 APPENDIX A: Owner Statement of Requirements

## OWNER STATEMENT OF REQUIREMENTS

### 10.2 GENERAL

The scope of this Contract is comprised of the design and construction of a Public Services Building to house the Penhold Public Works Operations and the Penhold Fire Department, and to include a sand/salt storage facility on site, and a cold storage solution for out of season equipment for the Town of Penhold (the **Owner**) using a **Design-Build** project delivery methodology. The **Owner's** Operations Division, comprised of Utilities, Roads, Fleet Services, and Parks departments, as well as the Fire Department is housed in facilities that are at the end of their useful life and are not suitable for reinvestment. As such, the Owner has selected a new greenfield site to house the new Public Services Facility. The Town would like to construct three (3) new facilities on the new site, one (1) to house the general operations of Public Works including warm storage of parts and equipment, maintenance of said equipment, as well as storage and operations of the Fire Department equipment, using shared spaces for officing, meeting spaces, and break spaces, one (1) to house the Sand- Salt mixture (i.e. pickled-sand) and one (1) to serve as a cold storage building (i.e. unheated structure) to store seasonal equipment, materials, and supplies.

The Main structure is to have four firehall drive through bays suitable for type 1 fire engines and type 1 aerial apparatus with electrical, compressed air, and exhaust mitigation twice per bay. Attached to the firehall is to be a decontamination area with washrooms and shower, fire gear lockers, a storage room for equipment, a breathing air compressor room, a medical equipment storage room, and access to the office area. Going into the shared spaces there is to be a kitchen and breakroom for 40 people, utility room, washrooms to meet code, two executive offices, five regular offices, a meeting room for 40 people that is capable of housing 15 workstations for emergency management (power/internet), a custodial room, and an IT room. Moving toward Public Works the structure is to have a PPE room, PW locker room for 40 people with showers and washroom and moving into the shop side is to have a shop office and washroom, the shop is to include four drive through bays suitable to house two average graders per bay. The first bay is to include a workshop area for welding and maintenance and a warehouse/storage solution for parts and equipment.

The sand/salt shed is to be a 37' x 32' structure with lighting and electrical plugs and a concrete or asphalt floor suitable for storage and operations of equipment to handle "pickled-sand".

The cold storage solution is to be a 60' x 100' structure with a clear span of usable interior space, assuming minimum height, to support operation of the fleet, with openings on two opposite sides, each opening is to include a person door and overhead door.

The "pickled-sand" storage is to have a clear span of usable interior space, structure is expected to be minimum height to ensure safe operations of a John Deere 244P wheel loader. The structure is to be accessed on one end by a single overhead door. The structure should be constructed on a pad/surface with low permeability and directed drainage to limit salt infiltration, such as heavy-duty asphalt paving.

The design should consider low maintenance building materials with a minimum 50 year life expectancy for the main building and a 20 year life expectancy for the sand/salt and cold storage. These proposed structures will be designed

to facilitate truck access, ensuring safe maneuverability for loading and unloading materials within the building.

### **10.2.1 Project Success Metrics**

- Turnkey main building on a new site utilizing synergies with public works and fire department to share spaces and reduce costs.
- Turnkey ancillary buildings are constructed on the new site allowing the entire operation to be accommodated in one location.
- Facilities are designed and constructed with provisions to minimize cost and disruption of future expansion capabilities.

### **10.2.2 Project Scope Summary**

The **Design-Builder's** scope of work includes, but is not limited to:

- Design and construct a new Public Services Building for Public Works and Fire Department
- Design and construct a new Cold Storage Building and a new "Pickled-Mix" Storage Building
- All civil works and connections related to provisions of all needed utilities (power, etc.)
- All civil works related to storm water drainage, and tie into existing site grading.
- Addressing all environmental regulations and requirements associated with salt storage facilities.
- All management, quality control reviews, testing, and inspections to complete the work to meet the Owner's Statement of Requirements (OSR)
- Necessary training and documentation for the Owner

### **10.2.3 Project Schedule**

It is expected that existing Town of Penhold facilities will remain in operation during the duration of the Project, and as such, this is **not a schedule-driven endeavor**. The **Owner** expects the Design-Builder to propose a project schedule and completion date that is most cost effective and suitable to the Design Builder. Proponents may optimize the schedule with their approach.

## 10.3 SCOPE OF WORK

### 10.3.1 Site Plan

The Site is situated on Lot 1, of Block 1, Plan 212 1668 and is located at the N.W. ¼ SEC. 6-37-27 W\$M in Penhold Alberta. The Town of Penhold owns these lands. It is expected the designated lands will be sufficient to provide adequate parking and exterior storage space and allow for safe access onto adjacent roadways. The preferred site location and orientation of the building is defined in **Appendix E – Site Grading**. The Subdivision plan is included in **Appendix F – Site Plan**.

Traffic circulation and parking needs must be reviewed and designed to suit the exterior flow, access to Waskasoo Avenue, truck turning radii, and site restrictions must be considered. A geotechnical report, prepared for the Town of Penhold can be found in **Appendix D**.

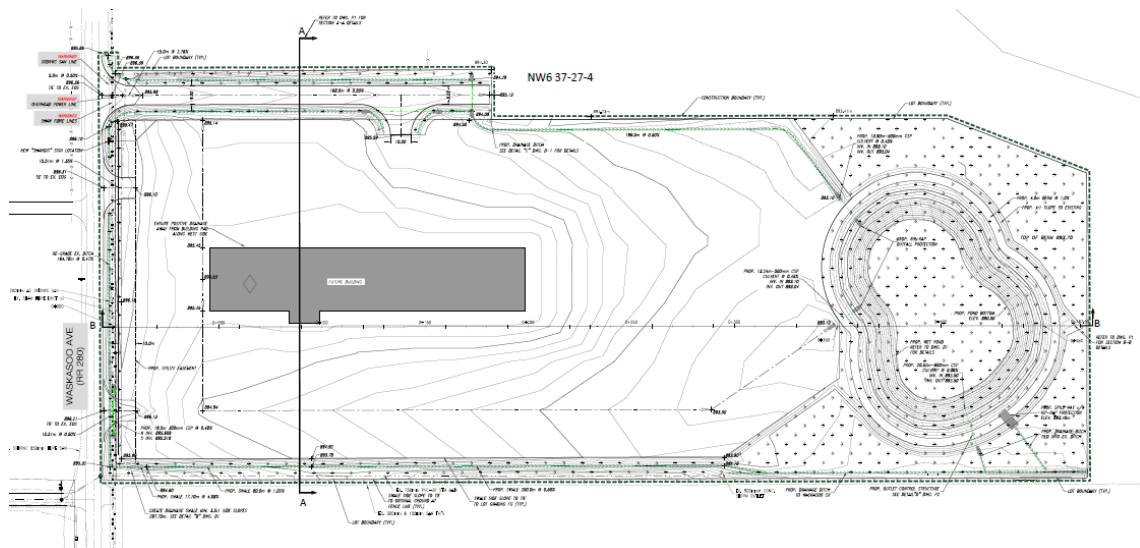


Image 1: A close-up of current grading with building footprint allowances.

### **10.3.2 Civil Works, Site Maintenance and Investigation**

The **Design-Builder** is to include for all design requirements and construction drawings for all building, site services, and civil works to meet the project requirements outlined in this OSR, all applicable codes and standards, and good construction practice. The **Design-Builder** will be provided with the existing drawings showing the underground services adjacent to the site and within the municipal street to produce their site servicing drawings accordingly. Ensure appropriate positive drainage away from the three buildings and additional grading for building foundation preparation and post-construction.

Around the "pickled-sand" storage building, avoid inclines that would require additional salting or sanding to gain traction during winter months. The design shall ensure all regulatory requirements, best practices and mitigation measures are addressed, with a focus on ensuring the environmental regulations are met.

A Geotechnical Investigation was completed for the site and the report can be found in **Appendix D**. If the proponent finds the report to be insufficient to effectively design and construct the facilities, then the **Design-Builder** will be required to undertake and pay for additional geotechnical investigation as required.

### **10.3.3 Design Requirements**

#### **10.3.4 Project Design**

Project design of all systems and assemblies must be practical, energy efficient, cost effective, and easy to maintain. The **Owner** is open to alternative configurations as best suits the **Design-Builder's** approach to meet the **Owner's** requirements. In case of a discrepancy between this OSR and the conceptual documents provided, the proponents shall advise the **Owner** prior to the **RFP** close date to obtain clarification. Alternatively, the more rigorous specification will apply at the **Owner's** discretion.

The three buildings will be accessed by volunteer firefighters and crew members and should be designed to facilitate safe and efficient pedestrian and truck access, ensuring safe maneuverability for loading, and unloading materials, maintaining and operating equipment within the buildings.



### **10.3.5 Structural Objectives**

The main building is intended to be used as a maintenance and operations facility, the ancillary outbuildings are intended to be used as storage facilities. The firehall intends to operate four large fire apparatus and four small fire apparatus with a future of 5 small fire apparatus in the main building. It is expected the fire department will operate 40 personnel with a future maximum of 50. Public works will operate 20 personnel with a future maximum of 50. Public works will operate multiple pieces of equipment out of the main structure including but not limited to pickup trucks, mowers, tractors, graders, loaders, tandem dump units, street sweepers, bobcats and other construction type equipment. The cold storage facility is intended to house the same types of equipment as the main building and act as a covered storage solution. The sand/salt shed is intended to store "pickled-sand". The volume of "pickled- sand" to be stored is currently 1000 tonnes with future maximum volume estimated to be 2000 tonnes.

Design is to withstand, within acceptable deflection limitations, the snow loads, lateral loads, and wind loads as appropriate for Penhold, Alberta. The layout of the systems will reflect the recommended practices for restraints and will be coordinated to reduce the extent of the restraints where practical. Based on regional collaboration and partnerships, these buildings are not considered to be the only available critical infrastructure to the Town of Penhold and thus, the building does not need to be assigned a post disaster importance Category. As this structure will not be the only emergency management capable structure in the Town of Penhold, the Authority Having Jurisdiction intends to exempt the post disaster designation of these buildings.

### **10.3.6 Foundations and the Structure**

The building foundation type shall be selected and designed by the **Design-Builder** and be a cost-effective solution. The **Design-Builder** is also responsible for retaining all necessary geotechnical services required to safely excavate material, certify imported material, certify the exposed and prepared subgrade, and certify the prepared granular base below the building and elsewhere on site. Additional grading may be required for the ancillary buildings foundation preparation and post-construction to ensure positive drainage away from the storage buildings.

The main structure foundation is to be a suitable use for firehalls and public works maintenance facilities.

The cold storage building has no foundation preference assuming that the most-cost effective solution would be pursued (i.e. post and frame construction (pole shed)). Pricing for optional solutions is welcome.

The "pickled- sand" storage building, or salt-sand storage building has a preference for the 5' high concrete "Lego" block wall with treated plywood sheeting on the inside. Pricing for optional cost-effective solutions is welcome. The structure should be supported by a concrete foundation or concrete Lego blocks. The foundation walls must withstand the strain of materials and loaders and should be gap-free to prevent salt or salt-impacted drainage from escaping. Any potential gaps allowing salt release or water entry must be sealed. Ensure precise fitting and rigid framing of joints, corners, to maintain design continuity. All joints and connections should be weather-tight, with materials in contact featuring hairline joints. Coordinate the location of visible joints carefully.

### **10.3.7 Aggregate**

Sitework is to include heavy duty asphalt for the direct routing of fire apparatus onto Waskasoo Avenue, light duty asphalt for parking near the main structure, and suitable aggregate for use of heavy equipment on the remainder of the site which would be considered likely for equipment to drive.

### **10.3.8 Flooring**

#### **Main Building**

Flooring for the main structure is to be concrete including aprons for both departments bays and to be of the most cost effective resilient materials for the internal shared and office spaces such as sealed concrete.

#### **Ancillary Buildings**

Flooring must provide smooth and safe operation in both storage buildings. In the cold storage building, two options for flooring are to be considered:

- Option 1 - floor inside the building to be capped off with an adequate layer of compacted asphalt millings. 4' wide concrete strips on the inside of the building for pallet racking installation.
- Option 2 - **Design-Builder** to provide pricing for a concrete floor inside the building and concrete aprons in front of the overhead and person doors.

In the "pickled-sand" storage building the preferred material is either sealed concrete or heavy duty asphalt to withstand the operational nature of the facility and with low permeability to mitigate salt infiltration. The drainage of the pad needs to be designed and maintained so standing water is kept off the pad. Floors can also be underlain with a low-permeability membrane to limit salt loss.

### **10.3.9 Roof and Door System**

The roof structure for the main building should provide adequate drainage away from the structure and into the natural drainage grading of the site. Solar loading capabilities must be considered for future solar additions. The overhead doors for the apparatus and equipment bays should be 16' x 16' with windows and of material suitable for the direction the doors face (poly vs metal for natural lighting). Adequate person doors to meet building code requirements should be met.

The overhead door and roof structural height should provide enough clearance to allow for transport and safe operation of equipment inside each structure based on typical Public Works equipment including graders, tandem dump trucks, loaders and typical firefighting equipment including type 1 engine and type 1 ladders. The roof/exterior structure should be made of weather-tight materials preventing water and moisture from entering the building.

For the cold storage building provide two (2) overhead doors 16' x 16' with the window profile identical to the main Building. For the "pickled-sand" storage building, one (1) overhead door 16' x 16' is required, and the window profile to be identical to the main Building. All Overhead doors should have motorized openers (with remote control) with standard grade of hardware (for cold storage building) and "car wash" grade hardware for the main building and

"pickled-sand" storage building (to withstand impacts of salt and condensation). Both storage buildings are to be equipped with person doors (one (1) for the "pickled sand" building and two (2) for the cold storage building) with keyed deadbolt door locks (both buildings to have the same key for ease of access).

### **10.3.10 Concrete Aprons**

Concrete aprons are to be provided at all overhead door access points to the facility. Aprons to be designed to support weight and operation of service vehicles expected to use this facility.

### **10.3.11 Signage**

Signage will be designed and provided by the **Design-Builder** for all interior signage and exterior signage in compliance with all legislation and Town of Penhold requirements.

## **10.4 Electrical System**

The **Design-Builder** will design electrical systems, including receptacles and grounding, to meet current needs and allow for future flexibility. Design-Builder to advise on optimal options, considering program, budget, and operational needs. Electrical receptacles will be installed inside and outside the buildings, requiring coordination with mechanical systems, including overhead door openers, to ensure compatibility.

## **10.5 Lighting System**

Lighting will follow IES recommendations and be energy-efficient LEDs. Emergency exit lights above personal doors will include internal batteries as per code requirements. **Design-Builder** will advise on lighting levels, fixtures, and placement for safe task performance. Switches at person doors will have weatherproof covers for ancillary buildings, and fixture heights will be adjusted to avoid interference with machinery.

## **10.6 Information Technology and Telecommunications Services**

IT/Data compatibility is required for the main structure throughout. Further IT requirements for the meeting room are to include allowance for 15 concurrent access points for internet to Emergency Management.

The fire apparatus bays are to have a display system mounted on the wall in the closest bay to the office area for the purpose of displaying emergency information. The system could be as simple as a mounted TV with hardware to connect to a laptop. It is intended the laptop would receive dispatching data and display the data on the mounted display.

A simple PA system should be installed throughout the main structure and is not needed in the ancillary buildings.

## **11 Mechanical Systems**

### **11.1 HVAC Systems**

Review, coordinate, and design all the HVAC distribution requirements and locations as they relate to project spaces, occupant needs and equipment layouts. Review and summarize the **Owner's** equipment, occupants, lighting, etc. to establish the design criteria.

#### ***11.1.1 Main Building***

The main Building is to have adequate ventilation per the building code and further to include direct exhaust ventilation for each fire apparatus bay based on two apparatus per bay.

#### ***11.1.2 Cold Storage***

The Cold Storage building is to have adequate ventilation or alternate air circulation to prevent condensation and icing.

#### ***11.1.3 Pickled Sand Storage***

Ensure enough ventilation capacity through ceiling fans or alternate air circulation method is required to provide adequate ventilation (i.e. 5ft x 5ft ventilation openings for the pickled-sand storage building) and are designed for corrosive environments.

## **11.2 Plumbing and Storm Sewer System**

The **Design-Builder** is responsible for designing and recommending all code requirements and their respective locations for all spaces. Ensure positive drainage of condensation within wall construction and water entering at joints, directing it to the exterior face of the wall. Since there is no storm sewer on-site, ensure efficient drainage of freshwater flow from the roof structures away to appropriate natural drainage off site.

## **11.3 Materials**

Buildings must comply with all building code requirements, featuring watertight, non-combustible construction. Use durable, flexible materials for longevity and easy maintenance. Ensure materials are suitable for general operations, maintenance, and in the "pickled-sand" storage with stainless steel base plates for corrosion resistance. Designed to heavy duty membrane cover, with adequate ventilation and to withstand snow, lateral, and wind loads in Penhold, Alberta.

## **12 Additional Optional Items**

### **12.1 Built-In Wash Bay and Equipment**

Permanent washing facilities including equipment and containment of debris and moisture, to replace the fourth bay in the Public Works equipment bays.

### **12.2 Yard Lighting**

Lighting for the Public Works yard. The fence line is approximately 100m from the nearest proposed structure. Pricing should be per light with install.

### **12.3 Access Control**

Access control system for multiple zones within the main structure. Designed to allow for shared space use and control of interdepartmental access. Ancillary buildings not to be included in access control.

### **12.4 Security and Camera System**

System to include security on main structure with cameras in parts of the interior of the main building and on the exterior. To include installation costs and monitoring costs separately.

## **12.5 Signage**

This option is for Town of Penhold signage and branding for the main building. All signage required by code is to be included in base requirements and is not an additional item.

## **12.6 Appliances**

Appliances for the kitchen area, to include minimum two refrigerators with freezers, two microwaves, stove and oven with range hoods, dishwasher, and two residential laundry sets.

**END OF OWNER'S STATEMENT OF REQUIREMENTS**

Town of Penhold  
Public Services Building  
Owner Statement of Requirements  
**12.7 APPENDIX B: Functional Program**

Penhold FIRE HALL & PUBLIC WORKS Building																			
PROGRAMME (REV 4)																			
Room #	Description	Qty	Dimensions		Area / Unit	Area Total	Equipment & Power Requirements		Remarks										
1.0	Apparatus Bay 1	1					2 120V/20A drops from ceiling 2 vehicle exhaust fume removal systems 2 compressed air lines dropped from ceiling, LED lighting	Marked for two type 1 engines OH Doors 16'H x 16'W											
2.0	Apparatus Bay 2/3/4	3	25.0 ft	100.0 ft	2500.0 ft²	2500.0 ft²	2 120V/20A drops from ceiling 2 vehicle exhaust fume removal systems 2 compressed air lines dropped from ceiling, LED lighting	Marked for two large apparatus each OR 3-4 utility vehicles. OH Doors 16'H x 16'W		4 bays in total									
3.0	Equipment and EMS Storage (Med Storage)	1	33.0 ft	8.8 ft	286.0 ft²	286.0 ft²	LED lighting, climate controlled	EMS storage section requires climate control (15-23 degrees celcius), equipment and medical storage can											
4.0	Duty Gear Room	1					LED lighting, ventilated	Assumed 40 duty gear lockers of 24"x24"x72"											
5.0	Decontamination room	1					LED lighting, wash basins, industrial washer/dryer (240)	assumed washer, dryer, hanging rack, wash basin.											
6.0	Decontamination shower/WR	1					shower, toilet, sink	Two needed, should be attached to the decontamination area.											
7.0	Compressor room	1					3 phase 240 for air compressor	To house a compressor for breathing air, outside intake required.		acoustic stc rated r									
8.0	SCBA/cascade room	1						compressed air storage and refill area with workbench for minor maintenance items.		division b/w scba									
9.0	Unisex bathrooms	4					LED lighting 120 volt workbench LED lighting, toilet, sink.	Multiple shared washrooms to meet code, unisex stalls.											
10.0	Executive office	1					LED lighting, climate control,	normal power usage, internet											
11.0	Office	2					LED lighting, climate control,	Two needed, normal power usage, internet											
12.0	Mechanical/sprinkler room	1					sprinkler and mechanical systems	Key Fob Access		10%	6% HVAC								
13.0	Electrical room	1					Electrical systems	Key Fob Access											
14.0	Janitor room	1						Key Fob Access, equipment, office desk?, power,											
15.0	Barrier Free Public Washroom	1					wash basin toilet, sink.												
16.0	lunch room/kitchen	1					2 large fridges, range, stove, range hood, 2 microwaves, sink, dishwasher	kitchen and lunchroom shared for up to 40 persons											
17.0	IT room	1					IT needs/server room	Key Fob Access											
18.0	Reception	1	m	m	m²	m²	single reception area with printer	Workspace for one											
19.0	Training room	1	ft	ft	ft²	ft²	multiple displays, projector, training and Incident Command Post	Multiple outlets and displays. Used less than once a week in normal conditions. Ready for use in emergency. 15 potential workstations, 40 people		divider wall between									
20.0	Executive office	1					LED lighting, climate control,	Phone, Computer, Internet, Printer											
21.0	Office	3					LED lighting, climate control,	Phone, Computer, Internet											
22.0	Unisex Locker Room Washing facility and washrooms	1					LED Lighting, Outlets, Fans	Key Fob Access 40 Lockers for PW (full size industrial lockers, rain gear, uniforms, 2 Bathrooms/ Change rooms. Enclosed and two standalone Showers.											
23.0	Bay Warehousing	1					LED Lighting, Climate Control, 120 Outlets	Key Fob Access Tiered Warehousing enclosed Warm Storage Bay											
24.0	Shop First aid & PPE Room	1					LED Lighting, 120 Outlets, Climate Control	Hand Washing & First Aid & PPE Storage											
25.0	Shop Work Office	1					LED Lighting, 120 Outlets, Internet, Climate Control	Key Fob Access Phone, Computer, Internet		dirty office - shared									
26.0	Shop Washroom	1					Toilet, sink, for employees to use without getting office side dirty.												
27.0	Bay Heated Work/ Storage	3	20.0 ft	100.0 ft	2000.0 ft²	6000.0 ft²	LED Lighting, 120, Air Circulation, Air Lines Hard Plumbed Through Out	Key Fob Access Open and warm place for equipment storage and maintenance.		open work space fo									
28.0	Workspace/ Storage bay	1	m	30.5 m	m²	m²	LED Lighting, 120, 220 Outlets, Air Circulation, Air Lines Hard Plumbed Through Out	Half of bay for welding/maintenance of vehicles, half of bay for storage/ parts.											
29.0	Exterior of Facility		20.0 ft	100.0 ft	2000.0 ft²	2000.0 ft²		Key Fob Access											
30.0	Generator (Outdoor area)	1	m	m	m²	m²	LED Lighting & 120 Outlets	Would Like to see a Couple Dusk to Dawn Lights and have majority be Motion Activated (entrances / parking area)		generator to be out									
31.0	Outdoor Amenity Area	0	m	m	m²	0.0 m²		Capability to Run building essentials for short term operation. 72 hours. Assumed Diesel.											
32.0	Exterior Cold Storage Shed	1					LED Lighting (Motion) Interior & Exterior 120v Outlets Interior	Outdoor Benches & Picnic Tables for Staff to have breaks outside Lighting can be motion activated for interior & Exterior Outlets for Tools & Battery Boosting. Cold Storage for Seasonal Equipment .											
33.0	Exterior Sand Shed	1	9.1 m	12.1 m	21.2 m²	21.2 m²	LED Lighting (Motion) Interior & Exterior 120 V Outlets Interior	Lighting can be motion activated for interior & Exterior Outlets for tools and Equipment needs Primary Storage of Road Sand & Possibly Ice Control Measures											
34.0	External Parking Lots	0	m	m	m²	0.0 m²	Block heater Plugs for Staff Personal & Work Vehicles	Plug rows for 20 Pickups Parked Outside Plug rows for staff to plug personal vehicles in during freezing months											
35.0	Solar loading for roof	0	m	m	m²	0.0 m²	Solar capable roof structure for future green energy retrofit												

Town of Penhold  
Public Services Building  
Owner Statement of Requirements  
Public Works Critical Design Equipment list

<i>Unit#</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>Description</i>	<i>Size</i>	<i>Comments</i>
1	2002	Ford	F-150	Pickup ext cab		
2	2004	Chevrolet	Silverado 1500	Pickup std cab		
3	2005	Chevrolet	Silverado 1500	Pickup std cab		
4	2006	Chevrolet	Silverado 3500	std cab/ dump box		
5	2009	Chevrolet	2500HD	Pickup std cab long box		
6	2015	Chevrolet	Silverado 1500	Pickup ext cab		
7	2015	Chevrolet	Silverado 1500	Pickup ext cab		
8	2016	Chevrolet	Silverado 1500	Pickup ext cab		
9	2018	Chevrolet	Silverado 3500HD	Pickup std cab long box		
10	2019	Chevrolet	2500HD	Pickup extcab long box		
11	2020	Chevrolet	Colorado	Pickup Crew Cab		
12	2023	Chevrolet	Silverado 1500 LT	Pickup Crew Cab		
20	2007	GMC	C5500 Topkick	Dump Box/ Sander	8'9"Wx 8'8"Tx26'L (27'L with Sander)	
21	2014	Freightliner	M2 106 Medium Duty	Dump Box	9'9" T x 8'9"W x26'L x Dump Box up 22'	Tandem
22						
23	2019	Freightliner	M2 106	Dump Box	9'9" T x 8'9"Wx24'L x Dump Box up 22'	Single Axle
30	2002	Case	580M	Backhoe		Trade in for Compact Loader 2024
	2024	John Deere	244P	Compact Wheel Loader	9' T x 17'9" L x 6'4" W Turning Radius 12'6"	
31						
32						
33	2010	Elgin/Nissan	Eagle/3300	Sweeper	Broom bear 10'Wx23'Lx 9'8"T with hopper raised all the way 22' tall	Being Replaced in 2024 With Broom Bear



Town of Penhold  
Public Services Building  
Owner Statement of Requirements

34	2020	Bobcat	S740	Skidsteer		to be exchanged in 2024
35	2016	Case	590 SN	Backhoe	11'8" T x 24' L x 8' W	
36	2016	RPM	RPM215	Snowblower		Attaches to #35
37	2016	Magnum	MTP6000D-01	6" Pump Trailer		
38	2018	Ring-O- Matic	550 VX	Hydro Vac Trailer		
39	2019	John Deere	GP770	Grader	10'5" T x 30' L x 8'2" W Mold Board 14' W when turned straight Minimum Turning Radius 23'8"	
40						
41	2020	John Deere	1550	Front Deck Mower		
42						
43	2009	John Deere	1445	60" Deck		
44	2012	John Deere	1026	Tractor Belly Deck		
45	2012	John Deere	1445	72" Deck		
46	2013	John Deere	826 Gator	2 seater		
47	2016	John Deere	1550	72" Deck		
48	2018	John Deere	1600	Winged		
49	2019	John Deere	XUV 825M S4	4 seater		
51	2021	John Deere	4052 M	Tractor		
	2021	John Deere	M6 Rotaory Mower	Rough cut		Attached to #51
	2022	Frontier	WC1205	Wood Chipper		Attached to #51
	2022	Frontier		Rototiller		Attached to #51
52	2023	John Deere	Z994R 60RD	Commercial Zero Turn		
53	2023	John Deere	Z994R 60RD	Commercial Zero Turn		
60	2020	Case	TR340B	Compact Track Loader		
	2018	Big Tex	14LX- 16BK75IRPD	5RXO-39		Dump Trailer

## 12.8 APPENDIX C: Intent to Propose

### INTENT TO PROPOSE FORM

#### Design-Build Services – Public Services Building

Please complete this form and email to:

Sean Pendergast

Email: [spendergast@townofpenhold.ca](mailto:spendergast@townofpenhold.ca)

Project Manager

Town of Penhold

From (Company Name) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Individual \_\_\_\_\_

Telephone \_\_\_\_\_

Email for notice of addenda \_\_\_\_\_

By signing and submitting this Intent to Propose form, I am indicating my intent to submit our company's proposal for Design-Build Services for the Penhold Public Services Building. I understand that if I do not submit a response, this will not affect our Company's status as a potential supplier in the future. I also understand that if I do not return this form, our company may not receive any further notices or Addenda with regards to this RFP. It is the sole responsibility of the Proponent to ensure they have received all such notices or addenda.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

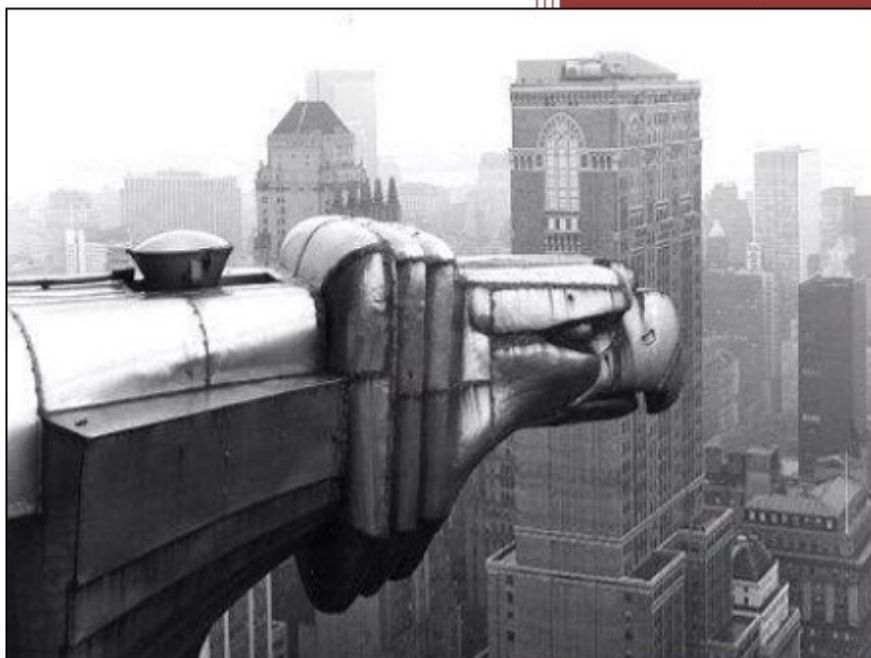
\_\_\_\_\_  
Title

**12.9 APPENDIX D: Geotechnical Information (embedded, also available on APC site)**

12<sup>th</sup> February, 2021

File No.: USG1123

Geotechnical Investigation  
Public Works Operations Center  
Penhold, Alberta



Union Street Geotechnical Ltd.  
4726 - 78A Street Close  
Red Deer, Alberta  
T4P 2J2

Ph.: 403-350-9688  
[www.unionstreetgeo.ca](http://www.unionstreetgeo.ca)



Ghostpine Environmental Services Ltd.  
111, 10899 - 46 St SE  
Calgary, AB T2C 5C2  
403-291-9238  
www.ghostpine.com

Jared Payot  
Tagish Engineering Ltd.  
230 Lake St #104  
Red Deer County, AB T4E 1B9

June 4, 2021  
Ghostpine No.: 5646  
Ghostpine Rev.: 1

Re: Environmental Assessment for the Proposed Town of Penhold Public Works Yard  
in NW 6-37-27 W4M

## Introduction

Ghostpine Environmental Services Ltd. (Ghostpine) is pleased to provide Tagish Engineering Ltd. (Tagish) with an Environmental Assessment (EA) for a proposed Public Works Yard and access road located in NW 6-37-27 W4M within Red Deer County. The proposed Public Works Yard will cover 8.094 hectare (ha) and the proposed access road will cover 0.453 ha. The assessment proposed project area was based on a sketch provided to Ghostpine on January 19, 2021 (Appendix A: Figures 1, 2, and 3).

The EA consisted of a desktop review and a field survey. The desktop review provided preliminary information regarding the potential environmental sensitivities (including wetlands) within the proposed project area. A field survey was completed to confirm wetland and drainage boundaries and classifications and identify any potential wildlife or vegetation species of concern.

The results of the desktop review and field survey will be sufficient to prepare applications for approval under the *Water Act*, or other Acts, should they be required; however, this report does not constitute a regulatory application. Potential regulatory requirements for this proposed project area are included in this report.

## Environmental Assessment

### Desktop Review

Preliminary background searches have been conducted to identify the current environmental setting and potential issues within the project area. A summary of the information sources and key environmental sensitivities reviewed are identified in Table 1.

The desktop review was conducted for the project area and a 100 m area surrounding the project area. The purpose of the desktop review was to identify potential environmental issues relating to the proposed project and identify data gaps requiring a field survey.

The desktop review analyzed the following features including, but not limited to, soils and terrain, hydrology, vegetation, fish and associated habitat, wildlife and associated habitat, as well as historical and cultural resources. Aerial photography, topographical mapping, and government datasets, including Alberta's Fish and Wildlife Management Information System (FWMIS), Alberta Conservation Information Management System (ACIMS), Wildlife Sensitivity Mapping, and Alberta Merged Wetland Inventory were evaluated to determine if sensitive habitats or species of management concern had been previously recorded in the project area.



Ghostpine Environmental Services Ltd.  
111, 10699 – 46 St SE  
Calgary, AB T2C 5C2  
403-291-9238  
[www.ghostpine.com](http://www.ghostpine.com)

# WETLAND ASSESSMENT AND IMPACT REPORT

Application for Approval under the *Water Act* for the  
proposed Town of Penhold Public Works Yard Development  
within NW 6-37-27 W4M

Prepared for:  
Tagish Engineering  
#104, 230 Lake Street  
Red Deer County, AB T4E 1B9

August 11, 2021

Project No.: 5646

Ghostpine Rev: 0



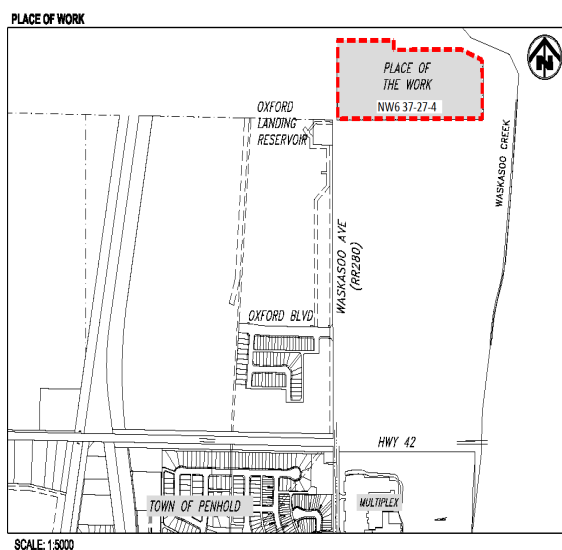
**EFFECTIVE PLANNING, REAL SOLUTIONS**



## PUBLIC WORKS LOT GRADING



**TPN46**

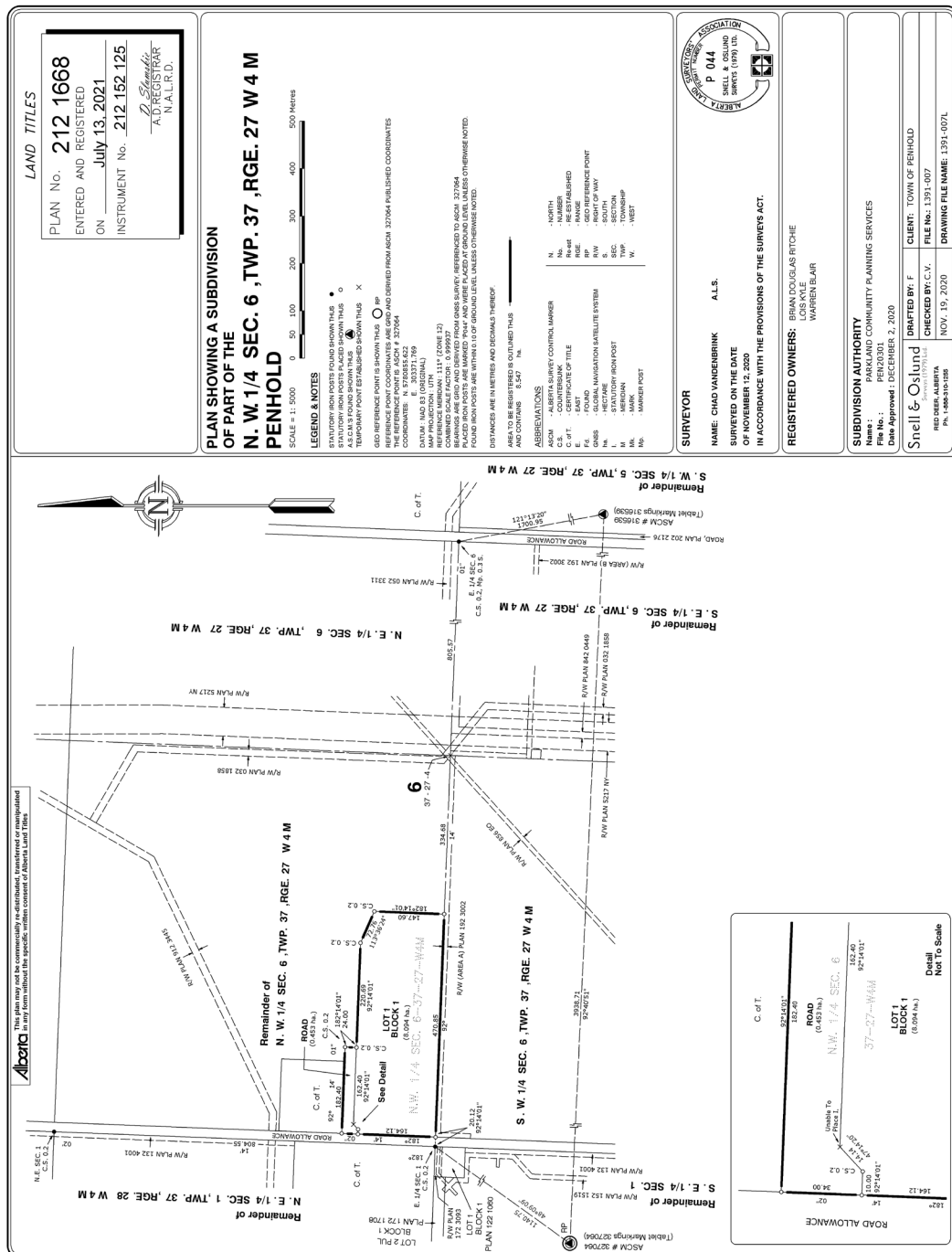


DRAWING LIST	
SHEET	TITLE
	<b>COVER</b>
<b>C-1</b>	<b>EXISTING SITE CONDITIONS</b>
<b>C-2</b>	<b>CUT/FILL PLAN</b>
<b>C-3</b>	<b>CUT/FILL CONTOUR PLAN</b>
<b>C-4</b>	<b>DESIGN GRADE PLAN</b>
<b>P-1</b>	<b>ACCESS ROAD PLAN / PROFILE</b>
<b>P-2</b>	<b>SECTION PROFILES</b>
<b>D-1</b>	<b>DRAINAGE DITCH PROFILE &amp; MISCELLANEOUS DETAILS</b>

**ISSUED FOR CONSTRUCTION**

Town of Penhold  
Public Services Building  
Owner Statement of Requirements







## **Appendix G      Letter of Offer**

Sean Pendergast Town of  
Penhold Box 10,  
1 Waskasoo Ave Penhold,  
Alberta T0M 1R0

### **RE:    Letter of Offer – Penhold Public Services Building**

We submit herewith a Proposal in response to the referenced RFP, and hereby offer to provide the goods and services as indicated in the RFP in consideration of payment by the Town of Penhold.

We have carefully examined the RFP documents and have a clear understanding of the requirements of the RFP and the RFP Process. By submitting the Proposal, we acknowledge that we have read and understood and will comply with all parts of the RFP.

We understand that our submitted Proposal may be accepted by the Town of Penhold within the Validity Period and is irrevocable during that period.

If the Town of Penhold selects our Proposal, we agree to finalize and execute the Agreement in accordance with the RFP.

We acknowledge and understand that the Town of Penhold may disqualify the Proposal of any Proponent where the Proponent fails to provide information or makes misrepresentations regarding any of the information included in the Letter of Offer. Further, we acknowledge and understand that the Town of Penhold will have the right to rescind any contract resulting from this RFP with the Successful Proponent in the event that the Town of Penhold, in its sole discretion, determines that the Successful Proponent has failed to provide information or made misrepresentations regarding any of the information in the Letter of Offer, in addition to or in lieu of any other remedies that the Town of Penhold has in law or in equity.

SIGNED (I have authority to bind the Proponent)

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Date

**END OF APPENDIX G**

## 12.13 APPENDIX H: Financial Proposal

### Appendix H Financial Proposal

## Schedule A

#### Basis of Payment:

The Design-Builder offers to provide the Services detailed herein under Overview and Procedures, Terms and Conditions, all Attachments and Appendices, and as further detailed in the Design-Builder's Proposal, to the acceptance of the stated Project and Contracting Authority for the following Total Firm Price:

Contract Price			
1-1	Pricing of Base Requirements: Design-Builder Base Contract ( <b>Schedule B</b> ) Public Services Building		\$
1-2	Pricing Additional Option 1: Design-Builder Base Contract ( <b>Schedule B</b> ) Built in Wash Bay		\$
1-3	Pricing Additional Option 2: Design-Builder Base Contract ( <b>Schedule B</b> ) Yard Lighting		\$
1-4	Pricing Additional Option 3: Design-Builder Base Contract ( <b>Schedule B</b> ) Building Access Control		\$
1-5	Pricing Additional Option 4: Design-Builder Base Contract ( <b>Schedule B</b> ) Security and Camera System		\$
1-6	Pricing Additional Option 5: Design-Builder Base Contract ( <b>Schedule B</b> ) Signage for Exterior		\$
1-7	Pricing Additional Option 6: Design-Builder Base Contract ( <b>Schedule B</b> ) Appliances		\$

The Design-Builder must complete both forms of two (2) schedules of **Appendix H (Schedule A and B)**.

#### Addenda:

The Proponent acknowledges that they have received the following Addenda and have accounted for their contents in their Total Stipulated Price above: Addenda \_\_\_\_\_ to \_\_\_\_\_

Failure to acknowledge receipt and inclusion of all addenda may result in this Price Proposal being disqualified, at the discretion of the Owner.

**Method of Payment:**

Monthly payments for Design-Builder fees shall be made based upon monthly progress draws following receipt and acceptance of a schedule of values (broken out by trade), cash flow update, and an invoice by the Project Authority. The invoice shall detail each major task and each approved change in a table with previous progress, progress this period, progress to the date, holdback, and total task **amount. SIGNED** (I have authority to bind the Proponent)

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature of Proponent

\_\_\_\_\_  
Date

## Schedule B

Proponents are required to provide a detailed cost breakdown of their bid, per the itemized list below. Enter the cost for each item on the line provided. The total of Schedule B is to be entered onto the appropriate line in Schedule A. Failure to complete this section in its entirety may result in disqualification of the Proposal, as the sole discretion of the Owner.

<b><u>Public Services Building Base Requirements</u></b>	<b><u>Contract Value</u></b>
General Requirements (Design and Engineering, Bonding etc.)	\$ _____
Public Services Buildings:	\$ _____
Public Services Sitework:	\$ _____
<b>Subtotal Item 1 (to be entered in Schedule A):</b>	\$ _____
<b><u>Additional Item 1 – Built in Wash Bay</u></b>	
Interior Structure Addition for Wash Bay	\$ _____
Pressure Washing Equipment	\$ _____
<b><u>Additional Item 2 – Yard Lighting</u></b>	
Yard Lighting including Install	\$ _____
<b><u>Additional Item 3 – Access Control</u></b>	
Access Control throughout Building	\$ _____
<b><u>Additional Item 4 – Security and Camera System</u></b>	
Security and Camera System	\$ _____
Monthly Monitoring Fee	\$ _____
<b><u>Additional Item 5 – Signage</u></b>	
Town of Penhold Operations, Town of Penhold Fire Department Signs	\$ _____
<b><u>Additional Item 6 – Appliances</u></b>	
Appliances for Public Services Building	\$ _____
<b>Subtotal Base Requirements:</b>	\$ _____
<b>Subtotal of Additional Items:</b>	\$ _____
<b>TOTAL with Additional Items:</b>	\$ _____
<b>TOTAL without Additional Items:</b>	\$ _____

END OF APPENDIX H

**Appendix I      List of Subtrades/Design-Build Team**

Scope of Work	Subtrade (Company Name, Address, Key Personnel)

Additional lines/pages to be added if required.

END OF APPENDIX I

## 12.15 APPENDIX J: Supplementary Conditions to CCDC 14 - 2013

### SUPPLEMENTARY CONDITIONS TO CCDC 14-2013

Public Services Building

No.	Text
-----	------

#### ARTICLES

SC1	<b>Prompt Payment Requirement</b>
-----	-----------------------------------

(a)	Subject to the giving of a Notice of Non-Payment and to any requirement or entitlement to retain a holdback pursuant to the Construction Lien Act, Contracting Authority shall pay the amount payable under a Proper Invoice to the Lenders' Agent or as the Lenders' Agent may direct no later than 28 days after receiving the Proper Invoice.
-----	--

(b)	All progress claims will include a 10% retention of the value of the work completed on site and must be paid within twenty-eight (28) calendar days from the receipt of a proper invoice, in compliance with the Province of Alberta Prompt Payment and Construction Lien Act.
-----	--

SC2	<b>ARTICLE A-3 CONTRACT DOCUMENTS</b>
-----	---------------------------------------

Add the following to the list of Contract Documents after Construction Documents: "Supplemental Conditions; Proposal."

SC3	<b>ARTICLE A-5 PAYMENT</b>
-----	----------------------------

5.3.1(2) replace "4%" with "2%"

SC4	<b>ARTICLE A-7 LANGUAGE OF THE CONTRACT</b>
-----	---

Delete paragraph 7.1

#### DEFINITIONS

SC5	Add the following Definitions
-----	-------------------------------

Town of Penhold ("Town")	Town of Penhold (Town) shall have the same definition as Owner.
--------------------------	---

Proposal	Proposal means the proposal selected by the Owner in response to the Request for Proposal
----------	---

Request for Proposal	Request for Proposal means the request for proposal issued by the Owner for the Project under Public Services Building.
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Total Completion of the Work	Total Completion of the Work means that the entire Work, except those items arising from the provisions of GC 12.3-WARRANTY, has been performed in accordance with the Contract Documents.
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**No. Text**

Work Product	Work Product means, collectively, the product and deliverables of the Design Services, together with the Products that are specifically developed or designed for the Project, and includes any related inventions, know-how, improvements, processes, technology, compositions, designs, techniques, methods, industrial designs, models, literary work, specifications, research, drawings, software and trade secrets.
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## GENERAL CONDITIONS

### GC 1.1 Contract Documents

SC6 Delete the entire paragraph 1.1.6.1 and replace with the following: "the order of priority of documents from highest to lowest, shall be

- Supplemental Conditions,
- the Agreement between the Owner and the Design-Builder,
- the Definitions,
- the General Conditions,
- the Owner's Statement of Requirements,
- the Construction Documents,
- the Proposal,
- the Request for Proposal,"

### GC 1.1 Contract Documents

SC? In the third sentence of paragraph 1.1.8, insert the following words after "Except for reference purposes":

"and as base drawings for the preparation of other documents prepared by other consultants for additions to or alterations to the Work"

### GC 1.1 Contract Documents

SC8 Add the following new paragraphs 1.1.11 and 1.1.12:

- "1.1.11 Drawings shall be prepared using compatible computer aided drafting software. The final Construction Documents shall form a complete set, fully coordinated both between drawings and specifications and between architectural, structural, mechanical, electrical and other disciplines that pertain to the Project, all in a manner to ensure consistency as well as completeness of the Contract Documents.
- 1.1.12 The Consultant shall prepare all required as-built and record drawings using computer aided drafting software, in accordance with the Owner's standard level scheme, showing all changes in the Work made during construction based on Change Orders, the Consultant's instructions, and on marked-up prints, drawings and other data furnished by the Design-Builder to the Consultant. As-built and record drawings shall accurately show in graphic form the as-built position of all revised building elements properly cross-referenced with revision notes as to their origin. The Consultant shall turn over the computer aided drafting software files for the as-built and record drawings to the Owner."

### GC 1.5 Confidentiality

No.	Text
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SC9	Add the following at the beginning of paragraphs 1.5.1: "Subject to all laws applicable to the Place of the Work,"
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SC10	Add new paragraph 1.5.2 as follows:
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"1.5.2	The Design-Builder acknowledges that the Owner is subject to the requirements of the Alberta Freedom of Information and Protection of Privacy (FOIP) Act, the requirements of which supersede any of the provisions of this Contract and that the Owners intends to make the Contract part of the public record."
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## GC 2.1 Owner's Information

SC11	Replace paragraph 2.1.2 as follows:
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"2.1.2	Unless the Contract Documents specifically state otherwise, the Design-Builder is entitled to rely on the accuracy of all information provided by or on behalf of the Owner when that information is provided in writing by the Owner or the Owner's representative."
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## GC 2.3 Owner's Advisor

SC12	Add to the end of paragraph 2.3.2:
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"In all cases, the Owner may assign any of its duties, responsibilities and limitations under the Contract to the Owner's Advisor."
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SC13	Add new paragraph 2.3.5 as follows:
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"2.3.5	The Owner's Advisor shall: <ul style="list-style-type: none"><li>.1 Interpret, in the first instance, the requirements of the Owner' Statement of Requirements and make findings as to the performance thereunder by both the Owner and the Design-Builder and provide the results of such findings to both the Owner and the Design-Builder, without showing partiality to either the Owner or the Design-Builder, provided that the Design-Builder shall not be bound by any such interpretations or findings; and</li><li>.2 Interpret and make findings, in the first instance, of claims, disputes, and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents and provide the interpretation and findings to both the Owner and the Design-Builder, without showing partiality to either the Owner or the Design-Builder, provided that the Design-Builder shall not be bound by such interpretations or findings."</li></ul>
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## GC 2.5 Owner's Review of the Design and the Work

SC14	Delete paragraph 2.5.3, in its entirety and replace it with the following:
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"2.5.3	Nothing in the Contract, including any review or acceptance or opportunity to review or accept the design, shall make the Owner or the Owner's Advisor responsible for the design of the Work, the Drawings and Specifications or any other aspect of the Work or any other Contract Documents prepared by or on behalf of the Design-Builder, including compliance of any of the foregoing with the Owner's Statement of Requirements and other requirements of the Contract and the Design-Builder shall, notwithstanding any review or acceptance of any of the foregoing under the Contract, remain solely liable and responsible for compliance of the foregoing with the Owner's Statement of Requirements and all other requirements of the Contract."
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## GC 2.6 Work by Owner or Other contractors

SC15	Delete clause 2.6.2.1 entirely.
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SC16	Delete clause 2.6.2.2 entirely.
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SC17	Revise clause 2.6.3.2 to delete the word 'and' at the end of the clause.
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No.	Text
SC18	Delete clause 2.6.3.3 and replace it with the following: "2.6.3.3 provide for the co-ordination of the activities and work of other contractors and Owner's own forces with the Design Services and the Work as specified in the Owner's Statement of Requirements; and"
SC19	Add new clause 2.6.3.4 as follows: "2.6.3.4 retain overall responsibility for compliance with the applicable health and construction safety legislation at the Place of Work upon the Owner and Design Builder agreeing upon reasonable and good faith grounds on how the Design Builder will be able and empowered to co-ordinate other contracts, if any, at the Place of Work, it being the present intention of the parties that no such separate work will be necessary."
SC20	Add new clause 2.6.3.5 as follows: "2.6.3.5 provide for the co-ordination of the activities and work of other contractors and Owner's own forces with the Design Services and the Work."
SC21	Add new clause 2.6.3.6 as follows: "2.6.3.6 assume overall responsibility for compliance with the applicable health and construction safety legislation at the Place of the Work."

### GC 3.1 Control of the Design Services and the Work

- SC22 Add the following words at the end of sentence 3.1.1:  
"Including identifying the requirements for Owner supplied information in its schedule and explicitly providing the Owner with sufficient notice for the Owner to reasonably provide the information without delaying the Design-Builder's performance of the Contract."

### GC 3.2 Design-Builder's Review of Owner's Statement of Requirements or Other Information

- SC23 Paragraph 3.2.1- add the following sentence at the beginning of paragraph 3.2.1:  
"Upon Contract award, the Design-Builder shall conduct a diligent and professional review of the *Owner's Statement of Requirements*."

### GC 3.4 Other Consultants, Subcontractors and Suppliers

- SC24 In paragraph 3.4.4, add the following after the word "change":  
", unless the change is required to address non-performance or security breaches".

### GC 3.4 Other Consultants, Subcontractors and Suppliers

- SC25 In paragraph 3.4.5, add the following after the word "object":  
", unless necessary to meet specific requirements of the Owner's Statement of Requirements."

### GC 3.7 Supervision

- SC26 Paragraph 3.7.1- add the following words at the end of the paragraph:  
"and upon the prior written consent of the Owner, which consent shall not be unreasonably withheld."

- SC27 **GC 3.10 Shop Drawings**

Add new clause 3.10.3.3 as follows:

No.	Text
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	"3.10.3.3 had the Shop Drawings reviewed by the Consultant and Other Consultants as appropriate."
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## **GC 3.12 As-Built Drawings and Record Drawings**

SC28 Add new GC 3.12 as follows:

"3.12.1 As the Work progresses, the Design-Builder shall prepare and maintain a complete and accurate record of all Construction and the Contract Documents clearly indicating the Work as actually built and installed (the "As-Built Drawings").

3.12.2 The As-Built Drawings shall be kept at the Place of the Work for review by the Consultant or the Owner with each application for progress payment.

3.12.3 At the completion of the Work, the Design-Builder shall deliver the As-Built Drawings and the final record drawings in hard-copy and electronic format, to the Owner prior to being entitled to final payment."

## **GC 4.1 Cash Allowances**

SC29 In paragraph 4.1.4 delete the last sentence. and replace it with the following:

"Where or if there are multiple cash allowances, at the Owner's direction, funds may be transferred from one cash allowance to another by *Change Order* at no increase in *Contract Price*."

## **GC 4.1 Cash Allowances**

SC30 Delete paragraph 4.1.5 and replace it with the following:

"4.1.5 The Contract Price shall be adjusted by Change Order to provide for any difference in the total value of all cash allowances and the actual cost of the work performed under all cash allowances."

## **GC 5.1 Financing Information Required of the Owner**

SC31 Delete paragraphs 5.1.1 and 5.1.2 in their entirety.

## **GC 5.2 Applications for Progress Payment**

SC32 Add to the end of paragraph 5.2.2. the following words:

"and shall be submitted to the *Payment Certifier* on or before the tenth (10th) day of each month for work completed up to and including the last day of the payment period."

## **GC 5.2 Applications for Progress Payment**

SC33 Add the following to the end of paragraph 5.2.3:

"Claims for Products delivered to the Place of the Work but not yet incorporated into the Work may be considered for payment on an individual basis, provided such Products are Project specific and cannot readily be used elsewhere and are supported by such evidence as the Owner may reasonably require to establish the value and delivery of the Products. The Owner and Design-Builder shall make satisfactory arrangements such that said materials can be readily identified where they are stored."

## **GC 5.3 Progress Payment**

SC34 In sub-paragraph 5.3.1.2, delete the number "10" and replace with the number:

No.	Text
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	"14".
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| SC35 | In sub-paragraph 5.3.1.3, delete the number "20" and replace with the number:<br>"28" |
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## **GC 5.5 Payment of Holdback upon Substantial Performance of the Work**

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| SC36 | Add to the following words to the end of paragraph 5.5.2:<br>"to the Owner for review and acceptance". |
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## **GC 5.7 Final Payment**

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| SC37 | In paragraph 5.7.2 replace the words "calendar days" with the words:<br>"Working Days" |
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| SC38 | In paragraph 5.7.4 replace the words "5 calendar days" with the words:<br>"10 Working Days" |
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## **GC 5.10 Liens**

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| SC39 | Add a new GC 5.10 Liens including paragraphs 5.10.1 through 5.10.6 as follows: |
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| 5.10.1 | Notwithstanding anything else in this Part 5, the Owner shall be entitled to withhold from any payment otherwise due to the Design-Builder: <ul style="list-style-type: none"><li>.1 the amount claimed in any claim for lien which has been registered against the Lands;</li><li>.2 the amount claimed in any written notice of lien received by the Owner or mortgagee of the Lands; and</li><li>.3 an amount representing the value of Products or materials in respect of which the Design-Builder has made an application for payment where the Owner has received a written notice that any party has purported to retain title to the Products or materials, until such time as such claims have been resolved to the satisfaction of the Owner;</li><li>.4 the amount claimed in legal proceedings commenced to enforce a lien against the statutory holdback for the Project.</li></ul> |
| 5.10.2 | In the event that legal proceedings are commenced to enforce a lien against the statutory holdback for the Project or a written notice of a lien is received by the Owner or mortgagee of the Lands, the Design-Builder shall, within ten (10) calendar days, at its sole expense, arrange for the withdrawal, removal or cancellation of the written notice of a lien pursuant to the Construction Lien Act.   |
| 5.10.3 | In the event that a claim for lien/construction lien is registered against the title of the lands, the Design-Builder shall, within ten (10) calendar days, at its sole expense, vacate or discharge the lien from title of the lands. If the lien is only vacated and not discharged, the Design-Builder shall be responsible, on a full indemnity basis, for the costs of the defense of any lawsuit commenced in respect of the lien by the Owner or the Owner's Advisors.   |
| 5.10.4 | In the event that the Design-Builder fails, delays or refuses to vacate or discharge a claim for lien/construction lien, to have dismissed any legal proceedings commenced to enforce a lien against the statutory holdback for the Project, or have withdrawn any written notice of lien within the time prescribed above, the Owner shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs incurred by the Owner, or the Owner's Advisor in so  |

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| 6.10.1 | doing (including, without limitation, legal fees on a full indemnity basis and any payments which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Design-Builder and the Owner may deduct such amounts from amounts otherwise due or owing, or accruing due to the Design-Builder.  |
| 6.10.2 | Without limiting any of the foregoing, the Design-Builder agrees to and does hereby, indemnify and save harmless the Owner and the Owner's Advisors for all costs (including without limitation, legal fees on a full indemnity basis) it may incur in connection with any written notice of lien, claim for lien/construction lien, or subsequent lawsuit brought in connection with the lien or in connection with any other claim or lawsuit brought against the Owner or the Owner's Advisors by any person that provided services or materials to the improvement or the Project.   |
| 6.10.3 | This GC 5.10 - LIENS does not apply to any written notice of lien, legal proceedings commenced to enforce a lien against the statutory holdback for the Project, or claim for lien/construction lien which may be asserted by the Design-Builder. Notwithstanding the non- application of the GC 5.10-LIENS to such written notices of lien and/or claims of lien/construction liens, if any such lien shall be asserted and found or determined to be untimely or invalid then the Design-Builder shall indemnify and save harmless the Owner and the Owner's Advisors of all costs, including legal fees on a full indemnity basis." |

## GC 6.1 Owner's Right to Make Changes

SC40 Add new paragraph 6.1.3 as follows:

- "6.1.3 Where, as a result of any change that results in an increase in Contract Price that is eligible for additional overhead, profit or a percentage fee, the total of all overhead, profit and percentage fees for the change shall not exceed:
- .1 20% for net increases of less than \$50,000 and
  - .2 15% for net increases of \$50,000 or more."

## GC 6.2 Change Order

SC41 Add new paragraph 6.2.4 as follows:

- "6.2.4. No further claim for change in *Contract Time*, or for delay, extended schedule, direct, indirect or impact costs, or other such claims, will be accepted as having resulted from a *Change Order*, after it has been accepted by the *Owner*."

## GC 6.3 Change Directive

SC42 Delete sub-paragraphs 6.3.7.7 and 6.3.7.16

SC43 In paragraph 6.3.8, add the following words after the words "... any and all costs or liabilities":

"that are demonstrated to be incremental to the cost of the Design Services and the Work, and"

## GC 6.4 Concealed or Unknown Conditions

SC44 In paragraph 6.4.4, insert the following words after the words "... reasonably apparent":

"or could have reasonably been determined through diligent investigations in accordance with industry standards"

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SC45	<b>GC 7.1 Owner's Right to Suspend the Design Services or Terminate the Contract before the Work Commences</b>
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Add the following new paragraphs 7.1.5 to 7.1.9:

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| "7.1.5 | The Owner may suspend performance of the Work at any time by giving written notice to that effect to the Design-Builder identifying the reason for the suspension and the expected length of the suspension. Such suspension shall be effective in the manner specified in said notice and shall be without prejudice to any claims which either party may have against the other.   |
| 7.1.6  | The Design-Builder upon receiving notice of suspension from the Owner under paragraph 7.1.5 shall suspend all operations as soon as reasonably possible except Work which, in the Design-Builder's opinion, is necessary for the safety of personnel and for the care and preservation of the Work, the materials and plant. Subject to any directions in the notice of suspension, the Design-Builder shall discontinue ordering materials, facilities, and supplies and make every reasonable effort to delay delivery of existing orders. |
| 7.1.7  | During the period of suspension under paragraph 7.1.5, the Design-Builder shall not remove from the site any part of the Work, or any Product or materials without the consent of the Owner.   |
| 7.1.8  | If the Work should be suspended under paragraph 7.1.5 for a period of 30 working days or less, the Design Builder, upon the expiration of the period of suspension, shall resume the performance of the Work in accordance with the Contract Documents. If the suspension was not due to an act or an omission of the Design-Builder, the Contract Price and the Contract Time shall be adjusted as provided in the Contract.  |
| 7.1.9  | If, after 30 working days from the date of notice of suspension of the Work under paragraph 7.1.5, the Owner and the Design-Builder agree to continue with and complete the Work, the Design-Builder shall resume operations and complete the Work in accordance with any terms and conditions agreed upon by the Owner and the Design-Builder."   |

**GC 7.3 Design-Builder's Right to Suspend the Design Services or Work, or Terminate the Contract**

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| SC46 | Delete paragraph 7.3.1 in its entirety  |
| SC47 | Delete clause 7.3.3.1 in its entirety   |
| SC48 | In paragraph 7.3.4, revise "5 <i>Working Days</i> " to read: "15 <i>Working Days</i> ". |

**GC 9.1 Protection of Work and Property**

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| SC49 | Delete the period at the end of sentence 9.1.1.2 and replace with a semicolon and add to the end of the paragraph:<br><br>"provided the foregoing shall not relieve the Design-Builder from its own negligence or the negligence of those for whom the Design-Builder is at law responsible nor for any breach of the Contract by the Design-Builder." |
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**GC 9.4 Construction Safety**

**No.      Text**

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SC50      Add new paragraph 9.4.2 as follows:

"9.4.2      Without restricting the generality of GC 9.4.1, the *Design-Builder* acknowledges that it is the "constructor" and "employer" within the meaning of the Occupational Health and Safety Regulations of the *Place of Work* and the *Design-Builder* will carry out the duties and responsibilities of the constructor and employer with respect to the *Work*."

## **GC 10.2 Laws, Notices, Permits and Fees**

SC51      Add new paragraph 10.2.8 as follows:

"10.2.8      The *Design-Builder's* compliance with applicable statutes, or regulations made there under, or by-laws, shall not relieve the *Design-Builder* of obligations set out in the Contract *Documents* which may be more onerous or extensive than the requirements of those statutes, regulations or by-laws."

## **GC 10.4 Workers' Compensation**

SC52      In the first line of paragraph 10.4.1, after the words "*Design Services* or the *Work*," insert the following words:

"again with each claim for progress payment,"

## **GC 11.2 Contract Security**

SC53      Add Paragraph 11.2.3:

"11.2.3      The Design-Builder shall be required to obtain the following Contract Security:

- .1    50% Labour and Materials Payment Bond
- .2    50% Performance Bond."

## **GC 12.5 Warranty**

SC54      Add the following words to end of GC 12.5.4:

"The term "defect" shall not be construed as embracing such imperfections as would naturally follow misuse, failure to perform recommended maintenance, accident, or the wear and tear of normal use. For Greater certainty:

- .1    Any manufactured item or material, which when used as directed, shall be capable of such use for the duration of the specified warranty period. Failure to comply with this requirement shall be considered as being a "defect".
- .2    The costs of investigations, tests, repairs and/or replacement and the making good of any resulting damage shall be borne by the Design-Builder. The Design-Builder shall be responsible for ensuring that all required, corrective, remedial or replacement Work is performed without undue delay; and
- .3    The carrying out of any corrective, remedial or replacement Work and making good of defects shall be executed at such times as shall be convenient for the Owner, which may entail overtime Work on the part of the Design-Builder. The Owner shall give notice of observed defects promptly. Additional charges for overtime Work in this regard, prior to the expiry of the warranty, shall be borne by the Design-Builder. The Owner reserves the right to carry out a detailed and exhaustive inspection of

**No.      Text**

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- .4    the Project with regard to all Work carried out under this Contract and the Design-Builder shall be required to make good, or correct, repair or replace the defective or unsatisfactory materials and/or workmanship such inspection shall have disclosed.

SC55      Add new paragraphs 12.5.9 and 12.5.10 as follows:

- 12.5.9    Any material or equipment requiring excessive servicing during the warranty period (or free maintenance period if applicable) shall be considered defective and the warranty (or free maintenance period) shall be deemed to take effect from the time that the defect has been corrected.
- 12.5.10   The Design-Builder shall make good in a permanent manner, satisfactory to the Owner, any and all damage to the Work during the period of warranty as aforesaid. The Design-Builder shall commence repairs on any Work identified as defective within twenty (20) working days of receipt of notice from the Owner."

END OF APPENDIX J

