

**1. PROJECT: CONSTRUCTION SERVICES**

*Regional District of Nanaimo*

*Administration Building Renovation*

*6300 Hammond Bay Road*

*Nanaimo, BC*

**2. SUBMITTED BY (THE PROPONENT)**

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Name of Proponent

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Street, number, and postal box number if applicable

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City, province, postal code

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Telephone number

email

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Having examined the Request for Proposal (RFP) for Construction Services and having a full knowledge of the locality and conditions affecting the Work, do hereby offer to complete the Work in accordance with the Request for Proposal for the following stipulated sums (excluding GST) in lawful money of Canada. This section comprising the fee proposal is to be completed in its entirety.

3. Pricing Fixed Fee for Scope Work (excluding GST) \$ \_\_\_\_\_

**4. ADDENDA**

We acknowledge the receipt and inclusion of the Addenda # \_\_\_\_\_ to Addenda # \_\_\_\_\_ to the Request for Proposal documents.

**5. SCHEDULE**

In accordance with the project schedule, we agree to substantially complete the Work within \_\_\_\_\_ calendar days from date of the fully executed contract.

**6. KEY PERSONNEL**

We propose the following key project personnel during the course of construction management.

Site Supervisor: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

**7. COVENANTS**

We hereby covenant as follows:

- a) no person, firm, or corporation other than the undersigned has any interest in this proposal or will have any interest in the Contract resulting from acceptance of this proposal;
  - b) if notified in writing by the Owner of acceptance of this proposal (Owner's Acceptance) within thirty (30) after the Closing Date and Time, we shall immediately upon receipt of Owner's Acceptance:
    - i. proceed diligently and in good faith to finalize and execute an agreement with the Owner incorporating the terms of this proposal;
    - ii. proceed to actively commence working with Project Team to meet the approved schedule and Project objectives as agreed between the Owner and the General Contractor;
    - iii. furnish certified copies of the General Contractor's Comprehensive/Commercial General Liability Insurance Certificate with the RDN named as additionally insured on said certificate;
    - iv. furnish a fifty percent (50%) Performance Bond and fifty percent (50%) Labour and Material Payment Bond each in the amount of the total contract price. All bonds and documentation shall be issued by a company licensed to transact business in the Province of British Columbia.
    - v. furnish a clearance letter from the Worksafe BC indicating that Contractor is currently in good standing and remittance up to date.;
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- vi. Furnish digitized construction schedule showing proposed schedule and completion dates for major portions of the Work.
- c) we have acted and relied upon our own findings, conclusions, interpretations, inferences, and other opinions in evaluating the risks, contingencies and other circumstances which may be encountered in performing the Work, have acted, and relied upon any conclusions, interpretations, inferences or opinions of the Owner, or of any of the Owner's Consultants, implied in or otherwise inferred from the proposal documents or otherwise.
- d) the Proponent agrees to be designated to be the Prime Contractor within the meaning of Part3, Division 3, Section 118(1) of the Workers Compensation Act and is qualified and willing to assume this responsibility.

## **8. CONDITIONS**

It is understood and agreed that:

The addition to or changing of any words in this pricing form or the failure to comply with and complete all items may be cause for rejection without consideration of the Proposal.

- a) the Fee Proposal includes all taxes (excluding GST) and duties in force, and announced to come into force prior to RFP closing, during the course of the Contract. Any increase or decrease in taxes and duties imposed subsequent to tender closing shall adjust the Fee Proposal by the net amount of the variation at the time of award of the Contract. The RDN retains the right to correct any mathematical extension errors.
- b) in submitting this Fee Proposal, we recognize the right of the Owner to accept or reject the lowest, any, or all proposals at the prices submitted without explanation, obligation, or any claim from us.
- c) the Owner will not be responsible for, and proponents shall not have a claim arising out of contract, tort, duty of fairness or otherwise whether express or implied against the Owner for any costs, expenses, losses, damages, or liability incurred by them as a result of, or arising out of submitting a proposal, or due to the Owner's acceptance or non-acceptance of any or all submissions.

## **9. SIGNATURE**

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Printed Name

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Signature

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Date YY/MM/DD

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