



MAKOLA
DEVELOPMENT
SERVICES

Request for Proposal (“RFP”) Design & Construction Services (Progressive Design Build)

Re: 2805 Carlow Road



Issued: Thursday, June 4, 2026

Deadline for Questions: Thursday, June 18th, 2026, 4 p.m.

Submission Deadline: Thursday, July 2nd, 2026, 2 p.m.

Notice of Award Anticipated By: Thursday, July 23rd, 2026

SUMMARY OF KEY INFORMATION	
1. Client:	Scope 1: Shell and Childcare Space: City of Langford (the “Owner”) Scope 2: 2 nd floor Tenant Improvement: Thrive Social Services Society (Thrive/Foundry)
2. Project Location:	2805 Carlow Road, Langford BC
3. RFP Content:	Please review this RFP in its entirety. The RFP contains several sections: Part 1 – Introduction & Purpose Part 2 – Project Overview & Concept Part 3 – Proposal Conditions Part 4 – Scope of Work Part 5 – Submission Requirements and Instructions Part 6 – Evaluation Process Part 7 – Terms and Conditions Part 8 – List of Appendices
4. Deliver Submission to:	Proposals are to be delivered electronically with the subject line “2805 Carlow Road Progressive Design Build RFP Proposal” . Please address and submit all proposals to: Mackenzie Godfrey M’akola Development Services 107-731 Station Avenue, Victoria BC, Canada V9B 5R5 By email: mgodfrey@makoladev.com And copy to: Bronwyn McLean M’akola Development Services 107-731 Station Avenue, Victoria BC, Canada V9B 5R5 By email: bmclean@makoladev.com Please be advised that there is no obligation to proceed after the RFP process.
5. Closing Time:	The submission deadline is Thursday, July 2nd, 2026, 2 p.m. Late proposal submissions will not be accepted.
6. Information Meeting	For the purposes of time, an informational meeting will not be held for this RFP.
7. Interviews	The Proponent may or may not be invited by the Owner to take part in an interview following RFP evaluations. Should interviews be required, they are anticipated to take place the week of July 13 th .
8. Questions:	Questions related to this RFP are to be directed in writing as follows:

	<p>Mackenzie Godfrey M'akola Development Services 107-731 Station Avenue, Victoria BC, Canada V9B 5R5 By email: mgodfrey@makoladev.com</p> <p>Information obtained from any other source is not official and should not be relied upon. Questions and responses may be recorded and may be distributed to all Proponents as an addendum at the sole discretion of the Owner.</p> <p>Deadline for Questions: Thursday, June 18th, 2026, 4 p.m.</p>
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DEFINITIONS

Throughout this RFP, the selected terminology is used as follows:

TERM	DEFINITION
BUSINESS DAY	Any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day, Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Truth & Reconciliation, Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which M'akola Development Services has elected to be closed for business;
CONFLICT OF INTEREST	Any situation or circumstance where, in relation to the RFP, a Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage.
CONTRACT	<p>For Scope 1, the two legally executed agreements between the Proponents and the Owner will initially be through a pre-construction fixed fee contract for Phase 1 and in the form of a CCDC 14 2013 Design-Build Stipulated Price Contract for Phase 2.</p> <p>For Scope 2, the two legally executed agreements between the Proponents and Thrive Social Services Society (Foundry) Lessee will initially be through a pre-construction fixed fee contract for Phase 1 and in the form of a CCDC 14 2013 Design-Build Stipulated Price Contract for Phase 2</p> <p>For clarity purposes, there will be up to four contracts between both Scope 1 & 2, final structure to be discussed dependent on selected construction methodology.</p>
DELIVERABLES	Means the goods and/or services to be provided as set out in this RFP under Scope of Work.
DEVELOPMENT CONSULTANT	M'akola Development Services (MDS) is the Development Consultant of the Owner for Scope 1 and for Thrive Social Services Society (Foundry) Lessee for Scope 2.
KEY FIRM	Any Consultant and/or Subcontractor who will contribute significantly to the Deliverables, based on the estimated scope of the Deliverables or the estimated dollar value of the Deliverables.
OWNER	City of Langford (COL) is the person or entity identified as such in this RFP. The term Owner means City of Langford or City of Langford's authorized agent or representative as designated in writing. For all intents and purposes, City of Langford will be the Owner for Scope 1

	and the Lessor to the second floor Thrive Social Services Society (Foundry) space associated with Scope 2.
THRIVE LESSEE	Thrive Social Services Society (Thrive) is the person or entity identified as such in this RFP. The terms Thrive Lessee means Thrive or Thrive’s authorized agent or representative as designated in writing. For all intents and purposes, Thrive will enter a Lease for the second floor Foundry space with the City of Langford, serving as Thrive Lessee for Scope 2.
OPERATOR	There is an anticipated authorized operator to operate the childcare facility who has been part of the process to date. Thrive Society will operate the foundry space on the second floor.
FOUNDRY	In this RFP Foundry refers to the integrated youth services program delivered by Thrive, as part of the provincial Foundry network.
PROPONENT	The company and/or individual submitting a Proposal under the terms and conditions of this RFP.
PROPOSAL	The written response of a Proponent to this RFP.
REQUEST FOR PROPOSALS (“RFP”)	An invitation to Proponents to offer their goods and/or services for the purposes and requirements specified.
SHALL, MANDATORY, OR REQUIRED	A requirement that shall be met in an unaltered form for the RFP response to receive consideration.
SHOULD OR DESIRABLE	A requirement having a significant degree of importance to the objectives of the RFP.

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1. INTRODUCTION & PURPOSE

1.1 Purpose: The purpose of this RFP is to invite Proponents to prepare and submit competitive proposals to provide architectural, engineering design and general contracting and/or construction services (“Progressive Design Build”) to complete the design and construction of this two-story building comprised of a childcare facility on the ground floor and a Foundry space on the second floor at 2805 Carlow Road, Langford, BC (the “Facility”) using innovative construction approaches to drive the design and accelerate the project schedule. Initially this building was planned as a six-storey building with 40 units of affordable housing. However, re-pacing of provincial investments has created the opportunity to re-size the project to two storeys and for a Foundry space to be located on the 2nd floor.

A key component of this RFP is to encourage Proponents to provide innovative construction and scheduling solutions to help advance the project in a timely and cost-efficient manner. To secure funding, the childcare space must be completed and operational by March 31, 2028, meaning an accelerated 12-month construction schedule will be required. Although some aspects of the project design are set (please refer to Section 2.1 Concept), the Owner and Thrive Lessee are open to new design ideas, modern methods of construction and innovative scheduling solutions.

1.2 Term: The Design Builder (DB) will commence the project design on or about **July 2026** with a construction start date in **January 2027**. For clarity, construction must be completed on or before **January 2028** so that the childcare and foundry space can be furnished and fully operational on or before **March 2028**.

Please refer to “**Section 4. Scope of Work**” for further details on the specific dates and timelines.

1.3 Key Elements of the Deliverables: There are two separate scopes of work that will each be delivered in two (2) parts summarized below. Although these are two separate scopes, they will be managed, coordinated and advanced concurrently by the same project team, led by M’akola Development Services (MDS).

Scope 1: Building Shell and Ground Floor Childcare

- **Phase 1 (July 2026- September 2026)** - Pre-Construction Contract Fixed Fee with intent to enter CCDC14 based on the Schematic Drawings included in this RFP:
 - Pre-Development Phase (Project Initiation to Schematic Design)
 - Development Phase (Schematic Design to Class C or better /DP level drawings)
- **Phase 2 (September 2026 – January 2029)** - CCDC14 Fixed Price Contract:
 - Fixed Price Contract based on Class C Estimate or better provided by GC
 - Development Phase (Class C or better to Procurement / IFC)
 - Construction Phase (Demolition to Occupancy)
 - Post-development, Handover and Audit Phase (Occupancy to One Year Warranty)

Scope 2: Second Floor Thrive/Foundry Space Tenant Improvement

- **Phase 1 (July 2026- September 2026)** - Pre-Construction Contract Fixed Fee with intent to enter CCDC14 based on the Schematic Drawings included in this RFP:
 - Pre-Development Phase (Project Initiation to Schematic Design)
 - Development Phase (Schematic Design to Class C or better /DP level drawings)

- **Phase 2 (September 2026 – March 2029)**- CCDC14 Fixed Price Contract:
 - Fixed Price Contract based on Class C or better Estimate provided by GC
 - Development Phase (Class C or better to Procurement / IFC)
 - Tenant Improvement Phase (Application, Permitting, Construction)
 - Ideally run concurrently, but may be staggered depending on schedule constraints with necessary Foundry engagement requirements
 - Post-Tenant Improvement, Handover and Audit Phase (Occupancy to One Year Warranty for Tenant Improvement related work)

Please refer to **“Section 2. Project Overview & Concept”** for further details on the design and **“Section 4. Scope of Work”** for further details on the contractual terms.

1.4 About the Project Team: The *Development Consultant*, M’akola Development Services (‘MDS’), is a professional consulting firm with Indigenous roots that is committed to supporting vibrant, diverse communities in BC. MDS has 31 years of experience in research, planning, and development for its clients, and its services span the full development spectrum.

The *Owner*, City of Langford (‘COL’), is a rapidly growing municipality on Southern Vancouver Island that currently owns the lands located at 2805 Carlow Road. The City of Langford is recognized for its proactive approach to community development, infrastructure investment, and public services. The municipality focuses on creating vibrant, connected neighborhoods through strategic planning, transportation improvements, parks and recreation expansion, and sustainable growth initiatives.

The *Lessee* Thrive Social Services Society (Thrive) is a community-based non-profit organization that provides strength-based social services for children, youth, adults, and families throughout the Greater Victoria region. With a mission to help individuals build skills, strengths, and resourcefulness, Thrive delivers a wide range of programs focused on family support, mental health outreach, youth services, developmental disability support, community inclusion, and supported employment. As a CARF-accredited agency, Thrive is committed to high standards of care, collaboration, and inclusive community engagement, working to empower people to live independent, connected, and fulfilling lives. Foundry is a province-wide network of integrated health and wellness services for young people ages 12–24 and their families. Foundry brings together multiple services (mental health, physical and sexual health, substance use health, work education and community services, and peer support all in one place to make it easier for youth and families to access care, connection and support.

1.5 Funding: The City of Langford has secured funding from the Ministry of Education and Child Care through the ChildCareBC New Spaces Fund for the ground floor childcare centre. The City of Langford will fund 80% of the shell construction costs for the second storey, including the access elevator, ground-floor entry, and a proportionate share of structural supports, exterior envelope, mechanical systems, and related components. Thrive Society has secured capital funds from Foundry BC for Tenant Improvements and plans to pursue additional fundraising efforts. To secure funding, the childcare and foundry space will need to be operational by March 2028.

2. PROJECT OVERVIEW & CONCEPT

Project Requirements The following General Requirements apply (Scope 1 &2):

City of Langford Requirements:

- Good Neighbour Policy (adopted May 19, 2026), Low Carbon Concrete (LCC) Policy and all other City of Langford relevant policies and Bylaws

Daycare requirements as noted below and included in Appendix B of this RFP:

- The childcare centre must be licenced for 73 childcare spaces, including 24 Infant and Toddler, 25 3-5 year old spaces and 24 Out of School Care spaces.
- It must meet the minimum health and safety standards within the Community Care and Assisted Living Act and the Child Care Licensing Regulation and be designed in alignment with the B.C. Ministry of Education and Childcare Design Guidelines for Childcare Centres. Childcare BC Design Guidelines
- Meets current accessibility standards and principles.
- Childcare licensing regulations under the Community Care and Assisted Living Act

Second floor Foundry space requirements as noted below and included in Appendix B of this RFP:

- Foundry Draft Functional Zones
- Foundry Space Planning Tool

2.2 Project Overview & Concept: The conceptual design (below) was prepared by Lowe Hammond Rowe Architects and is shared for conceptual purposes only. The design includes a childcare building with an enclosed outdoor play area on the West side of the site. Vehicle access and surface parking is provided off Goldstream to serve both the childcare and Foundry space.

The following aspects of the design are set and should not be changed or reconfigured unless considerable cost or schedule savings are possible:

- Vehicular Access and Siting
 - There have been substantial coordination efforts with City of Langford regarding the optimal point of entry for vehicular access
 - Orientation, point of entry and siting of building to remain as in designs appended
 - This project shall not include a parkade, only surface parking
- Ground Floor Floorplate, Childcare Design and Programming
 - The childcare design is currently at 75% Design. There has been a lot of time and effort spent coordinating the overall layout and programming of the ground floor. In order to meet project timelines, the intent is to maintain the design as is, however there may be some necessary refinements and flexibility to the floorplate, particularly the sizing of each of the activity rooms. The DB may suggest innovations or improvements which will be considered and discussed by the Owner team once the Proponent has been awarded.
 - The ground floor childcare facility would have capacity for 73 children and includes an after-school care space that will be able to lock-off from the rest of the childcare and could potentially be shared with the Foundry or other community organizations during off-hours for special events and programming. The childcare will have a

- residential grade kitchenettes for simple food preparation and reheating, please refer to Appendix A drawings.
- Parking allocations for childcare are to adhere to City of Langford requirements, site plan layouts and Owner direction.
- Second Floor Floorplate
 - Given this project will be need a DP submission and to obtain an Occupancy Permit approximately January 2028, changes should not be made to the floorplate
 - The Foundry will have a dedicated entrance at ground level, including an elevator to ensure accessibility and clear landmarking for participants.

The following aspects of the design are still to be finalized, use of innovative design ideas are encouraged:

- Design Engagement with Thrive/Foundry
 - Proponents are expected to provide a brief schedule and plan for required engagement and design process with the Thrive Lessee to highlight understanding of the additional Foundry requirements and how the Proponent anticipates managing these against expedited timelines. See Appendix B for Foundry Requirements.
- Design and character of building exterior
 - Although the floorplates are set, the exterior design and character which would include color, materials, articulations etc. will be refined by the successful Proponent.
- Foundry Entrance
 - Clear and dedicated entry space and access, including elevator for the Foundry at the ground floor
- Foundry Space programming and layout
 - Encourage the successful Proponent to work with Thrive/Foundry to develop an entryway to ensure an optimal design that meets the Foundry's needs.
 - Foundry space is still conceptual and must meet Foundry guidelines. The drawing shown below and provided in Appendix A is for conceptual purposes only, improvements and refinements to this concept are expected.
- Outdoor Space Uses
 - Priority given to maximizing outdoor play space, outdoor play area shown in Figure 1 is a minimum and cannot be reduced. Explore the potential to further expand outdoor play space in other areas on site.
 - Out of School Care program currently intends to use Centennial Park for outdoor space, consider options to provide separate dedicated onsite space.
 - Consider incorporation of outdoor space for Foundry participants.
- Incorporation of modular and/or modern methods of construction into the project design that will provide overall cost and schedule efficiencies to the project
- If the Proponent proposes a modular design or prefab elements, additional requirements will likely be required pertaining to:
 - Bonded warehouse for offsite storage of materials or modules
 - 100% bonding
 - Cashflow advances to enable offsite manufacturing (the Owner is open to assisting with necessary cash advances as mutually agreed)

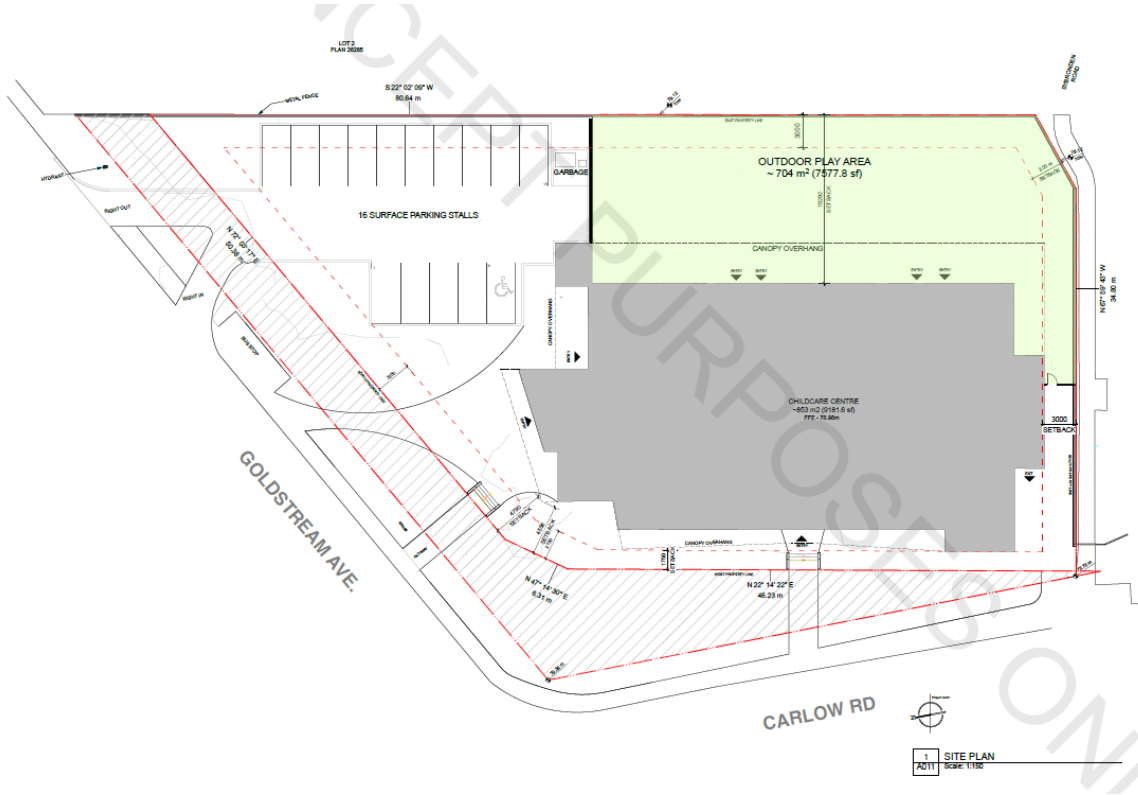


Figure 1: Site Plan (LHRA Issued for Class D Costing April 2026)

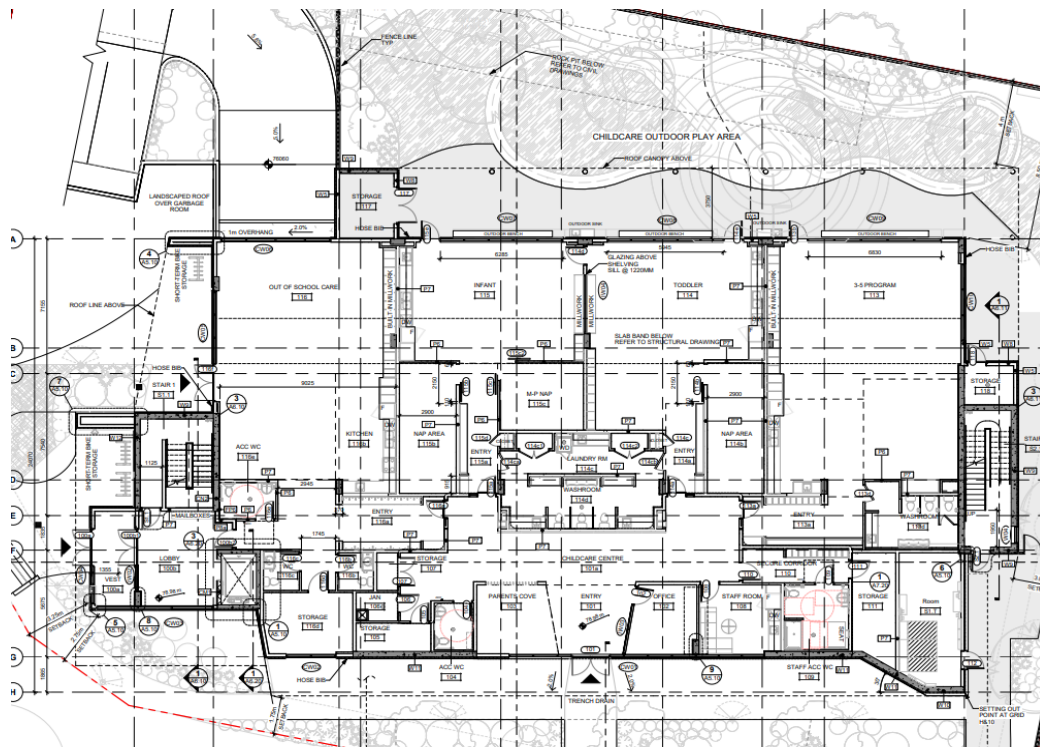


Figure 2: Ground Floor - Childcare (LHRA Issued for 75% Design February 3, 2026)

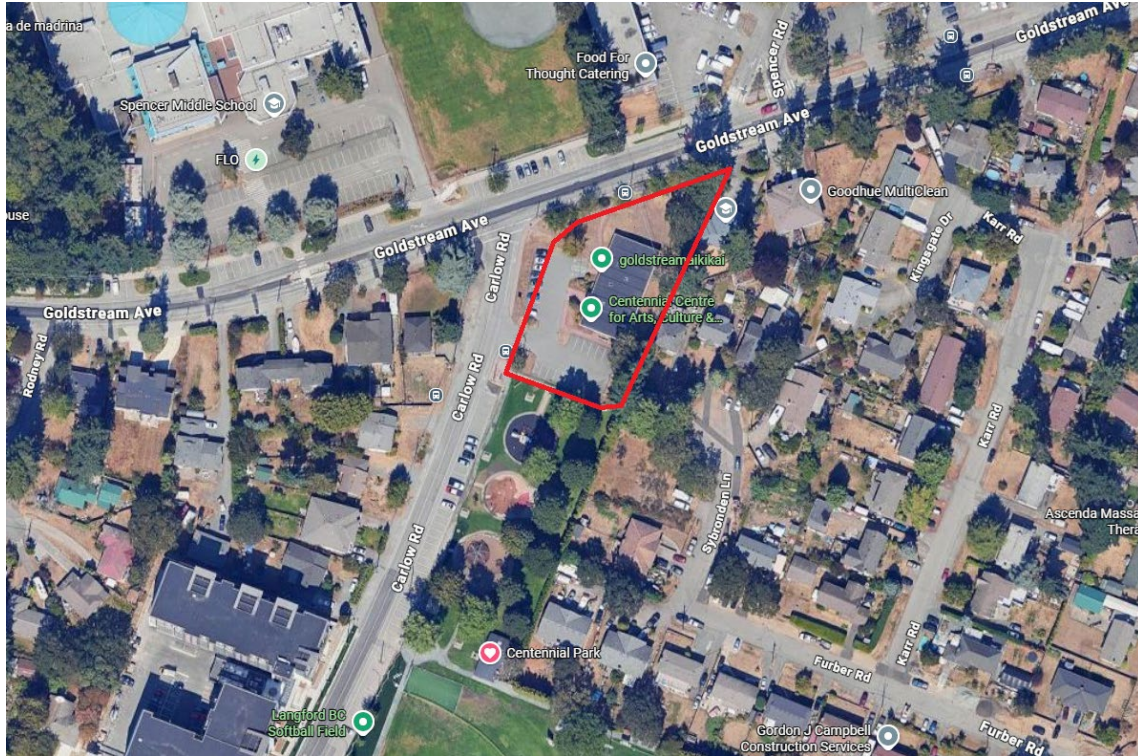


Figure 4: Aerial Site View (Google)

2.4 Site Due Diligence and Background Information: Below is a list of due diligence reports and background information that have been gathered to date about the site. Please note some reports may refer to a six-storey design which was based on the original design.

- The land is currently owned by City of Langford. A State of Title certificate is provided in **(Appendix C – Due Diligence)**.
- The subject property is within the City of Langford (COL), has been zoned and is subject to B.C. Building Code requirements. The development will also require a new Development Permit Application and a Building Permit.
- A Phase 1 Environmental Site Assessment of the site was provided by Waypoint Environmental Services on November 27, 2025. The report is provided as **(Appendix C – Due Diligence)**. There was one area of potential environmental concern (APEC) with a risk rating of low.
- A Soil Quality Assessment Report was completed by Waypoint Environmental Services on February 24, 2026. The report is provided in **(Appendix C – Due Diligence)**. The report found that the potential for soil vapour contamination in the soil proposed for relocation is considered low.
- A preliminary Geotechnical Assessment report was provided by Thurber on November 17, 2025 and determined a site C classification. The report is provided as **(Appendix C – Due Diligence)**. The successful Proponent will be responsible for additional geotechnical work, if required.

- A Topographic survey was completed by Polaris Land Surveying in February 2026. The survey is provided in **(Appendix C – Due Diligence)**. The successful Proponent will be responsible for additional survey work, if required.
- A Hazmat Report was completed by Terra West on November 6, 2024. The report is provided in **(Appendix C – Due Diligence)**. The successful Proponent will be responsible to ensure that any hazardous materials are handled appropriately during demolition and in accordance with recommendations outlined in the hazmat report.
- The Archeological Branch of BC confirmed that this site is not an area with high potential for previously unidentified archaeological sites to be found on the subject property. There is no need for an archeological study or Provincial Heritage permit currently.

Additional due diligence items to be considered by the DB contractor also include site servicing capabilities, offsite works for services and utilities, ground and groundwater conditions, setbacks, covenants, easements.

3. PROPOSAL CONDITIONS

This RFP does not constitute an offer to contract any Proponent. No Proponent including their consultants shall have any claim for any compensation of any kind whatsoever as a result of participating in the RFP process. This RFP process does not constitute any form of agreement between the Owner (for Scope 1), the Thrive Lessee (for Scope 2) and the Proponent. The Owner and Thrive Lessee at their discretion may choose to select a Proponent and confirm an agreement or may at its sole discretion choose to consider this RFP process abandoned and proceed through other methods to procure the services herein mentioned for the project.

The Owner, Thrive Lessee, and its representatives reserve the right not to consider the merits of any proposal not submitted in accordance with the requirements stated in this RFP. In considering the merits of each proposal on a best value basis:

- a) The Owner and Thrive Lessee is not compelled to accept any proposal, may accept any part of a proposal, and may accept a proposal not containing the lowest fee;
- b) The Owner and Thrive Lessee may request further clarifications from any Proponent prior to a final selection;
- c) Proposals which are incomplete, conditional, illegible or obscure may be rejected as informal. The Owner and Thrive Lessee reserves the right to reject informalities at its discretion.
- d) The Owner and Thrive Lessee's decision related to this RFP is final.
- e) The intent of this RFP process is to allow the Owner and Thrive Lessee to confirm at its sole discretion the validity both financially and contractually of the Progressive Design Build proposals and to come to agreement with a preferred Proponent(s) if so desired.

- f) The Proponent(s) may be required to attend a meeting to present their proposal as this meeting will form part of the evaluation process.
- g) The Owner and Thrive Lessee reserves the right to cancel and/or terminate the RFP process at any time, if deemed in the best interests of the Owner and Thrive Lessee.
- h) The Owner and Thrive Lessee reserve the right not to accept any proposal(s) containing the lowest fee.
- i) The Owner and Thrive Lessee's decision related to this RFP for either project site/project proposal(s) is final.
- j) Proposals will not be opened publicly.
- k) If a Proponent is preferred (per project), they will be notified following evaluation of all submitted proposals. Subsequently, the preferred Proponent(s) will be given the opportunity to:
 - 1. Enter into the specified form of Contract with the Owner, Thrive Lessee; or
 - 2. Clarify and negotiate outstanding issues and finalize the terms of the Contract, including financial terms, with the following:
 - i. If discussions are successful, the Owner, Thrive Lessee and the preferred Proponent will finalize the Contract; or
 - ii. If in the opinion of the Owner and Thrive Lessee, the negotiations are not concluding within a reasonable time, written notice will be provided to the preferred Proponent to terminate discussions, and discussions will be opened with another Proponent.
- l) Unsuccessful Proponents will be notified via letter when the Contract has been executed with the preferred Proponent.
- m) In addition to a fully conforming with your proposal, the Proponents may provide clearly defined alternates for consideration as long as they are in general conformance with the Development Permit Amendment design intent, Building Code, Authorities Having Jurisdiction (AHJ) & industry standards and regulations. The Proponents should clearly identify proposed changes and the resulting impact on schedule and/or cost and/or quality and any risk considerations.

4. SCOPE OF WORK

4.1 Scope: The proposed project includes the design and construction of a two-storey building. The ground floor will comprise of a 73 space childcare facility. It will also include a fenced outdoor play space separated by program (infant, 3-5...etc.), on-site surface parking for staff and convenient drop-off and pick-up locations. The Second floor is a 9,200 sq ft floorplate intended to be used as a Foundry space, final programming and layout to be designed and constructed by the successful Proponent through coordination with Thrive.

The Proponent will be responsible for the following key elements:

- Procurement and co-ordination of a full design team
- All Engineering requirements and due diligence reporting for the completion of Design Development, Building Permit, Construction Drawings
- Consultation and engagement with Foundry end user groups during the design process for Scope 2 and ground floor entrance design (in Scope 1). A minimum of 1-2 design charette style engagement sessions with final design sign-off
- Mobilization/Construction Start by January 2027
- Permitting, Offsite & Onsite Servicing, Utilities & Connection costs
- Complete Construction and Contract Administration – maintaining separate budgets for Scope 1 (childcare and shell space) and Scope 2 (2nd floor Foundry TI). Contract Administration is to be completed by the Architect and monitored by the Development Consultant. Payment certification will be completed by a 3rd Party
- Full frontage improvements in accordance with Bylaw No. 1000 to the satisfaction of the Director of Engineering
- Full wayfinding and signage package including life safety, code-required signage, visitor navigation and facility identification. This encompasses interior directional signage, room identification, exterior building identification, and any monument or entrance signage required
- All Close-Out activities, including, but not limited to, commissioning and warranty review

4.2 Budget: City of Langford has allocated a total budget of \$11,000,000 which is comprised of approximately \$6,500,000 for the childcare and approximately \$4,500,000 for the shell space and structure including ground-floor entry and access to the second floor, elevator etc. inclusive of design, permitting and construction.

The Tenant Improvement for the Foundry costing will be determined through an iterative design process with the goal to drive cost down from the onset using innovative solutions. The Tenant Improvement cost range is estimated to be between \$300-350 per sq ft.

City of Langford is holding a contingency for Owner related changes. Development Cost Charges and any associated costs are to be included as part of the budget. The City may waive certain application fees (e.g. Development Permit, Building Permit) as an in-kind contribution to the project. For budgeting purposes, please include only FF&E items that would be affixed to the building (ex. Lighting) and required for functional occupancy, COL and Thrive will carry a cash allowance for the remainder. The DB is responsible for carrying the Course of Construction Insurance (COC) for the project, naming City of Langford and Thrive as additional insureds.

This budget is provided to Proponents such that the scale and composition of the proposed design solutions can be developed accordingly, bids which identify cost saving approaches will be prioritized. Scope 1 budget will need to be further split out between Child Care and Shell costs once further design is completed, see Section 5.7 for details.

4.3 Statement of Requirements: The successful Proponent and their team will be required to work in close collaboration with the City of Langford, Thrive Lessee, Operator and Development Consultant

engaged by the Owner and contribute to coordinated Owner engagement, design and specifications to ensure work runs smoothly and without unreasonable delays.

During this collaborated effort the Owner and Thrive Lessee will be looking to the design builder and their team to provide expertise in:

- Clearly outline the project's scope, objectives, and goals, by fostering open communication and a collaborative spirit.
- Evaluate market demand and competition to determine financial viability. It is important to the client to engage local trades and contractors.
- Engage architects and engineers to determine if the design is practical and if the site can support it, considering structural constraints and site conditions.
- Have systems for managing budgets, changes, and communication, with transparent, open-book pricing models which consider both scopes of work.
- Ability to provide early-stage services like cost modeling, constructability reviews, and schedule forecasting.
- Assess the site's suitability for the proposed project, including environmental factors and existing conditions.
- Ensure the project meets all applicable laws, permits, and environmental standards.
- Identify potential risks (economic, environmental, structural) and develop mitigation strategies.
- Consider environmental impacts and incorporate sustainable practices into the design.
- Meets project requirements as noted in Section 2.1 of this RFP

4.4 Contractual Requirements: The successful Proponent is expected to enter into the necessary Contracts with the City of Langford for Scope 1 and Thrive for Scope 2 as determined by the construction methodology in order to complete the works as noted below:

Scope 1: Building shell and ground floor childcare

- **Phase 1 (July 2026 – September 2026)** - Pre-Construction Contract with intent to enter CCDC14 2013:
 - Pre-Development Phase (Project Initiation to Schematic Design)
 - Development Phase (Schematic Design to Class C/DP)
- **Phase 2 (September 2026 – January 2029)** - CCDC14 2013 Fixed Price Contract:
 - Development Phase (Class C to Procurement / IFC)
 - Construction Phase (Demolition to Occupancy)
 - Post-development, Handover and Audit Phase (Occupancy to One Year Warranty)

Scope 2: Second Floor Thrive/Foundry Space Tenant Improvement

- **Phase 1 (July 2026 – September 2026)** - Pre-Construction Contract with intent to enter CCDC14 2013:
 - Pre-Development Phase (Project Initiation to Schematic Design)
 - Development Phase (Schematic Design to Class C/DP)
- **Phase 2 (September 2026 – March 2029)** - CCDC14 2013 Fixed Price Contract:

- Development Phase (Class C to Procurement / IFC)
- Construction Phase (Demolition to Occupancy)
- Tenant Improvement Phase
- Post-development, Handover and Audit Phase (Occupancy to One Year Warranty for Tenant Improvement)

Proponents shall confirm a commitment to enter the proposed Contract with the City of Langford for Scope 1 and Thrive for Scope 2. If there are any desired revisions or exceptions taken to the proposed form of Contract, these should be clearly outlined in the Proponent’s submission. The Proponents should provide indicative pricing based on your current understanding of scope.

The successful Proponent will be the prime contractor for the work, and as such, will be expected to have applicable WorkSafeBC coverage in place.

In accordance with the Builders Lien Act and as outlined in the CCDC14 2013 Contract, a builders lien holdback will be applied to all payments.

Performance Bond and Labour and Material Payment Bond may be required per the CCDC14 2013 Contract terms.

4.5 Project Timelines & Key Milestones: The ground floor childcare facility has been awarded funding which must be fully expended by March 2028. To secure funding, the childcare space must be completed and operational by March 31, 2028, meaning an accelerated 12-month construction schedule will be required. To align with childcare funding timelines, the project team is working towards a construction start date in January 2027 to allow both the childcare and foundry space to be fully operational by March 2028, as shown in the following timeline.

Proposals that demonstrate an ability to achieve completion ahead of the required dates while maintaining quality and requirements will be evaluated favourably. Proponents are encouraged to explore modern methods of construction or other innovative ways to achieve this accelerated timeline for the project.

Table 1 – Milestone Dates

Scope 1 & 2: Project Timeline	
Milestone	Date
Contract Design Professionals	July 2026
Finalize Schematic Design & Development	July 2026 – September 2026
DP Application	September 2026
50% Design Documents	September 2026
Class C Cost Estimate	September 2026
DP Approval	October 2026
Building Permit Drawings	September 2026 – October 2026
BP Submission	October 2026
Tender Construction Documentation	October 2026 – December 2026
Construction Start	January 2027
Construction Completion	January 2028

Foundry Fit Out & TI

January 2028– March 2028

**Schedule TBD*

Handover/Deficiencies

February 2028 – March 2028

Childcare Licensing

December 2027 – March 2028

Project Completion / Opening

March 2028

4.6 Design & Sustainability: The building must meet the minimum energy efficiency requirements set out under Section 10.2 of the BC Building Code and under Langford Building Bylaw No. 1160, Amendment No.18 (Energy Conservation and Greenhouse Gas Emission Reduction), Bylaw No. 2283, 2026 and any other guiding municipal policies or bylaws.

Environmental considerations in selecting the materials and construction methods are also important. Setting targets for high energy efficiency systems should be considered as the project develops. Selecting materials for construction with low-embodied carbon (e.g. wood for structure, low-carbon insulation material, etc.) is also recommended. All materials should be no or low-VOC (Volatile Organic Compounds) and selected for their durability and cleanability. This project must meet the Low Carbon Concrete Policy.

4.7 Standards/Design Review: The new building is a City of Langford building and must be developed in accordance with the standards set out under Section 2.1 Project Requirements. The Development Consultant, in collaboration with City of Langford and Operator will monitor the project.

4.8 Constraints: The Owner and Thrive Lessee shall not be bound to proceed with construction as the Project requires various approvals before proceeding.

5. SUBMISSION REQUIREMENTS AND INSTRUCTIONS

5.1 Proposal Submissions: The submission requirements provided in this RFP shall be followed by all Proponents.

5.2 Opening and Closing Dates: Proposals may be submitted from the date this RFP was issued until the submission deadline. Proposals must be received as set out by Thursday, July 2nd, 2026 at 2 p.m. Proposals received after the closing date and time will not be accepted.

5.3 Submission Method: All Proposals must be submitted electronically with the subject line “2805 Carlow Road Progressive Design Build Proposal” to: Mackenzie Godfrey, Senior Development Manager, M’akola Development Services, Email: mgodfrey@makoladev.com. All Proposals must be copied to Bronwyn Mclean, Regional Director, M’akola Development Services, Email: bmclean@makoladev.com

5.4 Confirmation of Submission: You will receive confirmation of your submission within 2 business days.

5.5 Questions: All questions related to this RFP, including any requests for information and clarification, are to be directed, in writing, to Mackenzie Godfrey via email at mgodfrey@makoladev.com who will respond as time permits. The deadline for submitting questions is Thursday June 18th, 4 p.m.

Questions and any responses will be recorded and may be distributed via addendum, at the option of the Development Consultant or Owner, if the question requires an interpretation or modification of this RFP.

5.6 Proposal Format: Proposals should be no longer than 20 pages (not including appendices). RFP response documents should be combined in one PDF document. Please refer to **(Appendix F – Evaluation Criteria and Process)** for a detailed list of content to include in each section of the proposal as well as an guideline on how proposals will be scored and weighted.

5.7 Price: This RFP invites Proponents to provide pricing as outlined below. Each portion of the price shall include all expenses related to the performance of that phase and how it relates to the Design Services and the Work as defined in CCDC14 2013, which will be entered into after the Development Permit has been submitted and the GC has provided a Class C Estimate.

The prices set out in the completed **(Appendix “D” – Price Form)** will be applied in accordance with the terms of the Contract and represent the cost for the complete performance of the Deliverables, exclusive only of GST. Note that pricing submissions are indicative only for the purpose of evaluation, a final stipulated price will be confirmed and fixed as early as DP submission and Class C or better level costing. Describe your approach to cost estimation, value engineering and innovative cost approaches. Demonstrate confidence in obtaining funding and schedule targets through your methodology. Outline your collaborative process for cost refinement and optimization.

Please note that while we only require one overall budget allocated for each Scope (two total) for the purpose of evaluation, the successful Proponent will be required to provide breakout pricing for Scope 1 for both the base building shell as well as for the childcare component.

The initial design fee forecasts and construction budgets in your proposal for Scope 1 (Phase 1 & 2) and Scope 2 (Phase 1 & 2) are not binding commitments but demonstrate your understanding of project scope and confidence in achieving the funding targets. The successful Proponent will be awarded based on best overall value (qualifications, optimized schedule, pricing reasonableness, innovative solutions etc.). Following a collaborative design development phase with the successful Proponent, a DP application submission and a Class C Estimate or better, the final scope and price negotiation will be completed and the CCDC 14 2013 Contract executed with agreed stipulated price.

The Project will not proceed if it does not meet the Owner and Thrive Lessee’s criteria such as design and budgetary constraints. This will become evident and determined during the pre-construction phase.

- i. The Price shall include a separate cost for at minimum 50% performance and at minimum 50% labour and material payment bond.
- ii. The Price shall include the cost of insurance as outlined in the CCDC14 2013 Contract.
- iii. The Price shall include design and connection fees for shallow utilities including electricity, internet, and phone service.
- iv. The Price shall include fees payable to the City of Langford (municipal fees will be paid by the Owner);
- v. Provincial Sales Tax (PST) and Goods and Services Tax (GST) shall be shown separately on all submitted invoices.

5.8 Relationship Disclosure – Proponents should, as part of their Proposal, submit the relationship disclosure form attached as **(Appendix “E” – Relationship and Conflict Disclosure Form)** and disclose any Conflicts of Interest or unfair advantages. The Owner and Thrive Lessee reserves the right to disqualify any Proponent that in their opinion has a Conflict of Interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Owner and Thrive Lessee may consider to be in the public interest or otherwise required by the Owner and Thrive Lessee. If a Proponent is concerned that a particular relationship or situation could result in the Owner and Thrive Lessee rejecting the Proponent, such a Proponent is encouraged to request pre-clearance of the relationship or situation by submitting an enquiry well in advance of the Submission Time. If there is nothing to report on the relationship disclosure form, please sign and submit a blank copy.

5.9 Proof of Surety: Proponents should include a letter from their surety company stating that Proponent is able to provide at minimum 50% labour and material and at minimum 50% performance bonding of proposed Contract value with their submission. If proponent is proposing modular or modern means of construction, project bonding may be required at 100%.

5.10 Rated Criteria: The rated criteria are set out in **(Appendix “F” – Evaluation Criteria and Process)**

5.11 Rectification Opportunity: If a Proponent has not complied with one or more of the requirements of this RFP, including failing to provide information requested by the RFP, the Development Consultant may at its discretion issue rectification notice to the Proponent identifying the deficiency or deficiencies.

If a Proponent receives a rectification notice, the Proponent will have an opportunity to rectify the deficiency or deficiencies within the time period set out in the notice, expected to be no more than one business day. If the deficiency is rectified, the additional information provided will form part of the original proposal submission; if the deficiency is not rectified, the proposal may be rejected or evaluated in accordance with this RFP.

The Development Consultant is under no obligation to provide a rectification notice to any Proponent, including if the Development Consultant elects to provide a notice to a different Proponent for a similar deficiency.

5.12 Changes to Proposal Wording: A Proponent shall not change the wording of their Proposal after submission and no words or comments shall be added to the general conditions or details unless requested by the Owner for purposes of clarification.

5.13 Withdrawal and Resubmission: A proposal may be withdrawn prior to the submission deadline with a written request sent via email to Mackenzie Godfrey, Senior Development Manager, M’akola Development Services, Email: mgodfrey@makoladev.com. A withdrawn proposal may be resubmitted so long as the resubmission is received before the submission deadline.

A Proposal may not be withdrawn after the submission deadline and shall remain open to acceptance by the Development Consultant and the Owner until the earlier of the date the successful Proponent enters a Contract, or 60 calendar days after the submission deadline.

6. EVALUATION PROCESS

6.1 Evaluation Criteria & Process: The Development Consultant and Owner (“The Evaluation Committee”) will jointly evaluate Proposals by applying the evaluation criteria set out in (**Appendix “F” – Evaluation Criteria and Process**).

The Evaluation Committee may apply the evaluation criteria on a stand-alone basis or a comparative basis, evaluating Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal, to determine the Proposal judged to be most advantageous to the Owner and Thrive Lessee based on the evaluation criteria.

To assist in the evaluation of the Proposals, the Owner and Thrive Lessee may, in its discretion:

- a) conduct any background investigations, reference checks (including checking references other than those provided by the Proponent) and/or seek any additional information that the Owner and Thrive Lessee considers necessary to evaluate a Proposal, including obtaining information regarding the Proponent’s past performance or conduct on previous contracts with the Owner and Thrive Lessee or with third parties;
- b) request interviews to seek clarification of a Proposal or supplementary information from any or all Proponents;
- c) rely on and consider any information obtained pursuant to this section and/or any additional information in the evaluation of Proposals.

6.2 Right to Reject Proposals: Notwithstanding Section 6.1 or any other provision of this RFP, the Development Consultant reserves the right to reject any Proposal that:

- a) is materially incomplete or irregular;
- b) contains false or misleading statements, claims or information;
- c) would in the Development Consultant’s opinion lead to an unacceptable health or safety risk;
- d) contains any financial or commercial terms that are unacceptable to the Development Consultant; or
- e) The Development Consultant will not be required to complete a detailed evaluation of a Proposal that they have determined will be rejected under this Section.

6.3 Negotiation of Contract and Award: Following evaluation, the Owner and Thrive Lessee intends to select the highest ranked Proponent as the preferred Proponent. If the Owner and Thrive Lessee selects a preferred Proponent, then the Owner and Thrive Lessee will enter into discussions with the preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Contract. During this negotiation, upon the Owner and Thrive Lessee’s request, the preferred Proponent must provide the documentation listed within Section 2.4– Due Diligence. The Owner and Thrive Lessee reserves the right, in its discretion, to negotiate changes to the Contract, the Scope Work, the terms of a Proposal or any other terms, including pricing or other financial terms. If at any time the Owner and Thrive Lessee forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time then the Owner and Thrive Lessee may give the preferred Proponent written notice to terminate discussions and the Owner and Thrive Lessee may then proceed in consideration of its best interests, including:

- a) terminating the procurement process entirely and proceeding to obtain all or part of the Deliverables in some other manner, including using other suppliers; or
- b) selecting the next highest ranked Proponent as the preferred Proponent and inviting them to enter into negotiations to reach final agreement for the Contract.

The Owner and Thrive Lessee may require additional approval for the selection of the preferred Proponent and/or the execution of the final form of Contract. This RFP is not an offer and does not obligate the Owner and Thrive Lessee to obtain the Deliverables.

7. TERMS AND CONDITIONS

7.1 Receipt of Complete RFP: Proponents are responsible for ensuring that they have received the complete RFP as listed in the table of contents of this RFP. Submission by a Proponent of a Proposal constitutes a representation by that Proponent that they have verified receipt of a complete RFP. Each Proposal is deemed to be made on the basis of the entire RFP, including any Addenda, issued prior to the Submission Time.

The Owner and Thrive Lessee does not accept responsibility for any Proponent lacking any information. Although effort has been made to provide complete and accurate documents, the Owner and Thrive Lessee does not guarantee that all documents are complete and accurate. Proponents are advised to contact the Contact Person if they notice any errors, ambiguities, or discrepancies in this RFP.

7.2 Third Party Communications: Communications with:

- a) any representative of a governmental authority, including regulatory, municipal or other such authorities; or
- b) any local property owner and Thrive Lessee, stakeholders in the Deliverables or the media,

with respect to the RFP, including the preparation of a Proposal, should only be made by a Proponent with the prior approval of the Owner and Thrive Lessee, which approval should be requested through the Contact Person by email.

7.3 Ownership of Proposals: all Proposals, including any intellectual property therein, submitted to the Owner and Thrive Lessee will become the property of the Owner and Thrive Lessee, unless otherwise specified in this RFP. The City will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and review by its financial, accounting, legal, and technical contractors. Proposals will be returned to the Proponent if requested within 60 days of Contract award. The City will destroy all copies of any Proposal not requested to be returned. Proponents are advised that the City is a "public body" as defined in and subject to the provisions of the Freedom of Information and Protection of Privacy Act. If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be disclosed to members of the public.

7.4 Risk Regarding Electronic Communications: The Owner and Thrive Lessee does not assume any risk or responsibility or liability whatsoever to any Proponent:

- a) for ensuring that any website, online portal or any email system being operated by or for, or used by the Owner and Thrive Lessee is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; and/or
- b) if a permitted email communication or delivery is not received by the Owner and Thrive Lessee, or received in less than its entirety, within any time limit specified by this RFP.

All permitted email or electronic communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

7.5 Unbalanced Pricing: Proponents should not include unbalanced pricing in their Proposals. Unbalanced pricing exists when, despite an acceptable total Proposal Price, the price of one or more-line items is significantly overstated or understated, as determined by the Owner and Thrive Lessee acting reasonably. The Owner and Thrive Lessee reserves the right to reject any Proposal that includes unbalanced pricing or to negotiate changes to unbalanced pricing.

7.6 Language: Proposals should be in English. The Owner and Thrive Lessee reserves the right to not review or evaluate any portion of a Proposal that is not in English.

7.7 Freedom of Information and Protection of Privacy Act: All documents and other records in the custody, or under the control of, the Owner and Thrive Lessee are subject to FOIPAA and other applicable legislation. By submitting a Proposal, the Proponent represents and warrants to the Owner and Thrive Lessee that the Proponent has complied with all applicable laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner and Thrive Lessee as part of the Proposal for the purposes of this RFP and the procurement process.

7.8 Confidentiality: Except as expressly stated in this RFP and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under the FOIPPA, other applicable legislation or as necessary to prepare for or in connection with the performance of the Deliverables.

7.9 Reservation of Rights: Notwithstanding any other provision in this RFP, no term or condition will be implied based on any industry practice or custom, and the Owner and Thrive Lessee reserves the right, in its discretion, to:

- a) make public the names and Proposal Prices of any or all Proponents;
- b) if a single Proposal is received, open the Proposal privately and if the Proposal is in excess of the Owner and Thrive Lessee's budget, then the Owner and Thrive Lessee may re-issue the RFP without material revisions being made to the RFP and without disclosing the Proponent's name or Proposal Price;
- c) waive a defect, irregularity, non-conformity or non-compliance (including material non-compliances but excluding any Mandatory Requirements) in or with respect to a Proposal or failure to comply with the requirements of this RFP, and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or

failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;

- d) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information.
- e) disqualify any Proponent who has engaged in conduct prohibited by this RFP or conduct that compromises the competitive process.
- f) make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP.
- g) cancel this RFP process at any stage.
- h) cancel this RFP process at any stage and issue a new procurement for the same or similar deliverables.
- i) reject any or all Proposals.
- j) modify, suspend or terminate this RFP at any time for any reason (including if the prices in the Proposals exceed available funding) and to reissue a request for proposals, or to undertake another procurement process for the Deliverables, or to obtain the Deliverables in some other manner or decide not to proceed with the Deliverables;
- k) negotiate any aspects of a preferred Proponent's Proposal.

This RFP does not commit the Owner and Thrive Lessee in any way to select a preferred Proponent or to enter into any agreement or to proceed with a procurement process for the Deliverables.

7.10 No Representation or Warranty: By submitting a Proposal, each Proponent acknowledges and represents that its Proposal is based on its own examination, knowledge, information, and judgment, and is not based upon any statement, representation, or information made or given by the Owner and Thrive Lessee, the Contact Person or any other person, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 7.10.

7.11 Proponent's Expenses: Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Owner and Thrive Lessee or their representatives and consultants, relating to or arising from this RFP.

7.12 No Collusion: By submitting a Proposal, the Proponent, and each firm, corporation or individual member of the Proponent represents and confirms to the Owner and Thrive Lessee that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of any other Proposal.

7.13 No Solicitation: The Proponent should not make any representations or solicitations to any elected or appointed official or to any director, officer or employee of the Owner and Thrive

Lessee with respect to the RFP or a Proposal either before or after submission of the Proposal except as expressly provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Proponent communicates with any elected or appointed official or any director, officer or employee of the Owner and Thrive Lessee, or any consultant engaged by the Owner and Thrive Lessee in connection with this RFP about this RFP, other than the Contact Person, the Owner and Thrive Lessee may, at its discretion and regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

- 7.14 Trade Agreements:** The procurement process described in this RFP is subject to various trade agreements, including the Canadian Free Trade Agreement and the Comprehensive Economic Trade Agreement.
- 7.15 Subcontracting:** Utilizing a clearly identified subcontractor to strengthen the Proponent's work and/or service is acceptable. This also includes a joint submission by two Proponents having no formal corporate links. However, in the event of a joint submission with no formal corporate links, one of the Proponents must be prepared to take overall responsibility for the successful completion of the Project.
- 7.16 Location Eligibility:** Local and non-local Proponents may be considered.
- 7.17 Acceptance of Terms:** All the terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded by the Proposal.
- 7.18 Submission of Proposal:** This RFP should not be construed as a contract to purchase goods and/or services. After the submission of Proposals, interviews and negotiations may be conducted with some of the Proponents, but there shall be no right of Proponents to receive further information whether written or oral, about any other Proponent nor to disclose the nature of any other Proposal received. The Owner and Thrive Lessee shall not be obligated in any manner to any Proponent whatsoever until a written Contract has been duly executed relating to an approved Proposal.
- 7.19 Definition of Contract:** A contract for goods and/or services is not complete until there has been notice in writing to a Proponent of the acceptance of its Proposal by the Owner and Thrive Lessee, and the subsequent full execution of a written agreement between the parties. No Proponent shall acquire any legal or equitable rights or privileges whatever relative to the goods and/or services until the occurrence of both such events. The written agreement shall take the form of the Contract specified in this RFP.
- 7.20 Contract Terms and Conditions:** By submission of a Proposal, the Proponent agrees that, should its proposal be successful, the Proponent may be engaged under the terms and conditions of a CCDC14 2013 Design-Build Stipulated Price Contract.
- 7.21 Conclusion of Process and Debriefing:** At the conclusion of the RFP process, all Proponents who submitted will be notified of whether they were successful or not. Unsuccessful Proponents may request a debriefing with the Development Consultant within sixty (60) days of notification which may, at the Development Consultant's option, be conducted via

telephone or email. Any debriefing is not for the purpose of providing an opportunity to challenge the procurement process.

7.22 Submissions as Part of a Contract: Proposals may be negotiated with Proponents, and if accepted, may form part of any Contract awarded. The successful Proponent may be requested to provide these services to other government agencies, public bodies and non-profit organizations as deemed applicable and acceptable to the Owner and Thrive Lessee, with each agency supplying their own contracts with specific terms and conditions.

7.23 Due Diligence: A successful Proponent may be asked to submit the following due diligence documents within ten (10) business days from the date of their successful Proposal and prior to entering a Contract, if requested by the Owner and Thrive Lessee:

- Certification of Good Standing from the Workers' Compensation Board (if a company) or a written statement to the contrary;
- Proof of Certificate of Comprehensive General Liability Insurance coverage, in a form acceptable to the Owner and Thrive Lessee and the Owner and Thrive Lessee, as additional insured, covering the duration of the contract, for the value of \$5,000,000.00, by completing a Certificate of Insurance provided by the Owner and Thrive Lessee;
- Proof of Professional Errors and Omissions Insurance coverage, in a form acceptable to the Owner and Thrive Lessee, in accordance with the Contract;
- Names of subcontractors and description of the work and/or services to be performed by them, or confirmation that no subcontractors will be involved in this project; and
- A schedule of work and/or services completion dates.

7.24 Business Stability: The successful Proponent will be investigated for business stability through various financial/credit institutions and its references. The Proponent agrees that, by their RFP submission, they authorize the Owner and Thrive Lessee to perform this investigation.

7.25 Negotiation Delay: If a Contract cannot be negotiated within thirty (30) days of notification to the successful Proponent, the Owner and Thrive Lessee may terminate negotiations with that Proponent and negotiate an agreement with another Proponent of its choice.

7.26 No Liability for Errors: While the Owner and Thrive Lessee and the Development Consultant have used considerable efforts to ensure an accurate representation of information in this RFP, all prospective Proponents are urged to conduct their own investigations into the material facts. The Owner and Thrive Lessee, nor their Development Consultant, shall not be held liable or accountable for any error or omission in any part of this RFP.

7.27 No Guarantee of Volume of Work: The Owner and Thrive Lessee makes no guarantee of the value or the volume of work to be assigned to the successful Proponent.

7.28 Not a Tender: This RFP is not a tender and does not commit the Owner and Thrive Lessee in any way to select a Proponent. The RFP and a Proposal received by the Owner and Foundry Lessee in response to it shall not give rise to any contract, including the contract known in the law of tendering as "Contract A", between the Owner and Thrive Lessee and any Proponent

who submitted the Proposal. No contract of any nature shall arise unless and until the Owner and Thrive Lessee and the selected Proponent execute and enter into the Contract.

- 7.29 No Claims:** The Owner and Thrive Lessee and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or the activity related to or arising out of this RFP.
- 7.30 Indemnification:** The following clause shall take precedence over all such clauses contained in any document relating to this RFP as they pertain to the successful Proponent as the Design-Builders:
- Notwithstanding the provision of insurance coverage by the Owner and Thrive Lessee, the Design-Builder hereby agrees to indemnify and save harmless the Owner and Thrive Lessee, its successor(s), consultant(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action, (collectively referred to as "Claims") that the Owner and Thrive Lessee may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Design-Builder or their Subconsultant(s), agent(s), or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Owner and Thrive Lessee, its consultant(s), assign(s) and authorized representative(s).
- 7.31 Contract Administrator:** The Architect will be the Contract Administrator assigned to oversee the Contract(s) awarded to the successful Proponent and will be monitored for both Scope 1 and 2 by the Development Consultant. Payment Certification services will be performed by a Third Party.
- 7.32 Compliance with Laws:** The Proponent shall give all the notices and obtain all the licenses and permits required to perform the work. The Proponent shall comply with all the laws applicable to the work or the performance of the Contract.
- 7.33 Limitation:** This document, or any portion thereof, may not be used for any other purpose other than the submission of Proposals.
- 7.34 Security:** The successful Proponent must agree to maintain security standards consistent with security policies of the Owner and Thrive Lessee. These may include, but not be limited to, strict control of access to data and maintaining confidentiality of information gained while carrying out their duties.
- 7.35 Prohibited Proponent Communications:** A Proponent shall not engage in communications which could create a perceived or actual Conflict of Interest.

- 7.36 Firm Pricing:** Prices, rates and / or fees quoted in the Proposals shall remain firm during the evaluation period for at least 60 days after the submission deadline. The successful Proponent shall maintain the offered pricing for the RFP term(s) stated.
- 7.37 Currency and Taxes:** Prices, rates and / or fees quoted shall be in Canadian dollars. The Owner and Thrive Lessee pays both Goods and Services Tax and Provincial Sales Tax (if applicable) which are to be shown separately at time of invoice.

8. LIST OF APPENDICES

- **Appendix 'A' – Schematic Architectural Drawings (LHRA Issued for 75% Design, LHRA Issued for Class D Costing April 2026)**
- **Appendix 'B' – Project Requirement & Guideline Documents**
- **Appendix 'C' - Due Diligence Documents (Title, ESA Phase 1, Geotechnical Report, Survey)**
- **Appendix 'D' - Price Form**
- **Appendix 'E' - Relationship and Conflict Disclosure Form**
- **Appendix 'F' - Evaluation Criteria and Process**
- **Appendix 'G' - Project Team Form**