



THE VILLAGE OF MIDWAY

**REQUEST FOR PROPOSALS
DESIGN CONSULTANT SERVICES**

for

**THE MIDWAY
COMMUNITY CENTRE**

VOMMCC-2021-10

POSTING DATE: October 18th, 2021

CLOSING DATE AND TIME: November 17th, 2021, 4:00 pm PST

CONTACT: Wendy Higashi, Project Manager whigashioffice@gmail.com

Documents available at BC Bid:

<https://www.bcbid.gov.bc.ca>

Village of Midway website:

<https://www.midwaybc.ca>

Civic Info:

<https://www.civicinfo.bc.ca>

Addenda, if any will be posted on:

<https://www.bcbid.gov.bc.ca>

<https://www.midwaybc.ca>

<https://www.civicinfo.bc.ca>

It is the sole responsibility of the proponent to check for any updated information before closing date and time.

1.0 BACKGROUND

The Village of Midway (The Village) is planning to expand and upgrade the Midway Community Centre, located at 692 Seventh Avenue, Midway, British Columbia.

The Midway Community Centre was constructed in 1967, in part, to commemorate Canada's 100th anniversary. The building is owned and maintained by the municipality. In 2015, the Midway Community Centre was the reception centre during the Rock Creek Wildfire. It was during this time the municipality determined the facility needed an expansion and energy efficiency retrofit.

The project includes construction of a 3,624SF two story addition as well as upgrade and renovation of 6,584SF of the existing Community Hall. In 2017, the Village retained Fairbanks Architects Ltd to complete Construction, Structural, Electrical and Mechanical drawings. As Fairbanks Architects Ltd are no longer providing architect services, the Village requires to retain another qualified firm to work with, and consult with the Village to continue the Midway Community Centre Upgrade and Retrofit Project.

This project has completed a previous phase of risk assessment, hazard building assessment and energy efficiency evaluation. A Structural Audit was completed in December 2015 and an ASHRAE Level 1 Energy Study was completed for the Midway Community Centre in October 2013.

The primary objective of this RFP is to review and make possible modifications-to the design drawings, based on a public consultation of the current design; prepare a cost estimate, so the project can be tendered; and the successful proponent will be retained to provide design services through to project completion including Construction Contract Administration and Post Construction.

2.0 SUBMISSION INSTRUCTIONS

2.1 General

The proposal shall be submitted electronically to midwaybc@shaw.ca by the closing date and time.

The proposal will be evaluated in accordance with the criteria outlined in Section 7, Evaluation Criteria.

Submission of a proposal indicates acceptance by the respondent of all of the conditions contained in this Request for Proposals. The Village reserves the right to negotiate with any proponent.

The successful proponent will be required to execute a consulting services contract.

2.2 Closing Date and Time:

Submissions will be accepted until November 17th, 2021 at 4:00 PM PST. Proposals received later than the specified closing time will not be accepted.

2.3 Questions/Inquiries:

Inquiries regarding this Request for Proposals are to be directed to Wendy Higashi, Project Manager, Village of Midway at whigashioffice@gmail.com

All clarification requests are to be sent in writing via email to the individual mentioned above. Inquiries must not be directed to any other Village employee or officer.

Any and all clarifications or changes to the RFP required before the proposal closing will be issued in the form of a written Addenda and posted on the BC Bid website. If addenda are issued, their receipt must be acknowledged by the proponents in the appropriate section of the Form of Proposal. The Village will assume no responsibility for oral instructions or suggestions.

2.4 Period of Acceptance:

The terms and conditions of the proposal offer shall remain firm and open for acceptance by the Village for a period of ninety (90) calendar days from the date of closing.

2.5 Rights Reserved by the Village:

The Village is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews if held. Furthermore, the Village shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-acceptance by the Village of any response, or by reason of any delay in the acceptance of the response.

The Village reserves the right to reject any or all proposals and to accept the proposal deemed most favorable in the interests of the Village.

The Village may, in its absolute discretion, reject a proposal submitted by the proponent, if the proponent, or any officer or director of the proponent is or has been engaged either directly or indirectly through another corporation in legal action against the Village, its elected or

appointed officers and employees in relation to any other Contract for works or services or any matter arising from the Owner's exercise of its powers, duties or functions.

The RFP process does not commit the Village in any way to select a proponent, or award or negotiate any contract. The Village reserves the right to cancel this project for any reason whatsoever without any future obligations.

The Village may accept or waive a minor and inconsequential irregularity where practicable to do so. The Village may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor and inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the Village.

3.0 MANDATORY REQUIREMENTS

3.1 Workers Compensation Board:

The successful proponent shall provide to the Village their WorksafeBC account/registration number and evidence of good standing including a clearance letter, to ensure compliance with the Workers' Compensation Act and the Occupational Health and Safety Regulations.

3.2 Insurance and Indemnification:

The successful proponent shall at its own expense obtain and maintain until the termination of the contract and provide the Owner with evidence of:

- a) Professional Liability: the proponent shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than one million dollars (\$1,000,000);
- b) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million dollars (\$2,000,000) and shall include the Village as an additional insured with respect to the proponent's operations, acts and omissions relating to its obligations under this Agreement. Such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, Village's and contractors' protective, products and completed operations, contingent employers' liability, cross liability and severability of interest clauses;
- c) Automobile liability insurance for an amount not less than one million dollars (\$1,000,000) on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Village in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The successful proponent by its acceptance of a negotiated agreement and purchase order, agrees to indemnify and hold harmless the Village, its elected officials, agents and employees, from and against all loss or expense that may be incurred by the Village, its officials, officers, employees and agents as a result of bodily injury, including death sustained by any person or persons, or on account of damage to property including loss of use thereof arising out of or as a consequence of the performance of the work stipulated in the RFP and any negotiated agreement.

3.3 Proposal Documents:

These terms of reference and the accepted proposal documents will form part of the contract made with the design consultant. All proposals are subject to the provisions of the British Columbia Freedom of Information and Protection of Privacy Act.

3.4 Personnel:

Only personnel listed in the successful proposal shall perform the work unless otherwise approved by the Village.

3.5 Dispute Resolution:

Any disputes will first be attempted to be resolved via frank and open negotiations. If negotiations are unsuccessful, the dispute will be referred to a mutually agreeable third-party mediator/arbitrator whose decision will be final and binding.

3.6 Force Majeure:

Neither party will be responsible for carrying out their duties, nor will they be entitled to any compensation if events beyond their control occur. Examples of such events are, but, are not limited to, acts of God, labour disruptions, political decision delays, and protests.

3.7 Relationship of the Parties:

The Proponent and the Village expressly acknowledge that they are independent entities and neither an agency, partnership nor employer-employee relationship is intended or created by submission of a proposal or subsequent contract.

3.8 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia, Canada, and shall in all respects be treated as a British Columbia contract.

4.0 PROPOSAL SCHEDULE

ACTIVITY	DATE
Issue Request for Proposal	October 18 th , 2021
Site Review Meeting (optional)	2:00 pm PST November 1 st , 2021
Receive Proposals	4:00 pm PST November 17 th , 2021
Consultant Interviews (optional)	Not later than November 26 th , 2021
Award of Contract (optional)	Not later than December 8 th , 2021

A Site Review Meeting is scheduled for 2:00 pm PST November 1st, 2021 at the Midway Community Centre located at 692 Seventh Avenue, Midway, BC. This meeting is optional but the Village is encouraging anyone considering submitting a bid to attend so that they can view the facility and site in its current state.

5.1 SCOPE OF SERVICES

The Scope of services will be for full architectural and engineering coordination services as generally contemplated in the AIBC Standard Form of Contract 6C between Client and Consultant, latest version.

The scope of services will include possible modifications to the structural, mechanical, and electrical design of the project. The Prime Consultant will be responsible for code compliance and for coordination with key Village stakeholders.

The Prime Consultant will be responsible for providing final design and engineered documents that will be approved by the jurisdiction(s) having authority.

The Prime Consultant will be expected to incorporate the recommendations provided in the ASHRAE Level 1 Energy Study conducted on the Village of Midway Community Hall. It is the objective of this project to attain improvements in building energy efficiency of at least 30% over the current design. Proposals will be evaluated, in part, by the proponent's ability to project quantitative, tangible improvements on the energy efficiency of the building (E.g., GHG emission and energy consumption reductions). Proposals should identify potential Utility incentives (E.g., FortisBC) and Government Tax incentives.

Duties and services include:

- a. Architecture, and any additional site planning;
- b. Program development and public consultation;
- c. Code compliance;
- d. Interior design including layout and circulation;
- e. Integration of conservation and green building technology; and
- f. Building envelope design.
- g. Services under this contract will not include legal & topographic surveys, tender negotiating, models, cost consulting, hazardous material surveys, acoustic design, sound system design, landscaping, or civil engineering.

This RFP is for services up to and including the completion of Construction. The successful proponent will be retained to provide design services through to project completion including Construction Contract Administration and Post Construction.

6.0 PROPOSAL SUBMISSIONS

6.1 General

The Village is requesting proposals from proponents who are both interested and capable of undertaking the project. The onus is on the proponent to show their knowledge, understanding and capacity to conduct the work outlined in this Request for Proposals. The responses will be assessed according to how well they assure the Village of success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence.

6.2 Proposal Contents

The Proposal must be prepared in five sections, corresponding to the sections listed below. Each section shall address the particular requirements noted.

Section 1: Overview

- An introductory narrative demonstrating the proponents understanding of the scope of services and how the proponent will approach this project.
- A summary of the proponent's experience, specifically in the Province of British Columbia.
- The proponent's applicable experience with municipal building infrastructure projects.
- The proponent's corporate history

Section 2: Project Team

- Composition of the Project Team. Identify all firms and staff assigned to the project.
- Demonstration of senior personnel capability, capacity and experience in providing the full scope of services on comparable projects
- Confirmation of the individual that will serve as the Designated Project Architect
- Resumes of members of the project team clearly indicating each member's years of experience in the provision of the Scope of Services; identification of the personnel's educational qualifications, professional affiliations, and the number of years with the firm.

Section 3: Proposed Work Plan and Schedule

- Provide a work plan and schedule to complete the assignment.
- Identify key milestones
- Identify the allocated times for the Village to receive and approve each of the project deliverables.

Section 4: References

- Supply 3-5 references for comparable projects that your firm has completed over the past five years. Where possible references should be for public recreation, leisure and community facilities. For each reference please provide:
 - Name of Facility:
 - Location:
 - Date of Completion:
 - Final Construction Budget:
 - Name, position, email, and telephone number of Contact Reference:

Alternatively, at the Village's sole discretion, the Village may by-pass the interview process if the top ranked firm clearly demonstrates its proposal is superior.

8.0 APPENDICES

Appendix A: Form of Proposal

Appendix B: Structural Audit

Appendix C: Site Photos

Appendix D: SES Reports

Appendix E: Radon Test Results

Appendix F: Construction Drawings

Appendix G: Structural Construction Drawings

Appendix H: Electrical Drawings

Appendix I: Mechanical Drawings

APPENDIX A: FORM OF PROPOSAL

REQUEST FOR PROPOSALS DESIGN CONSULTANT SERVICES

for

THE MIDWAY COMMUNITY CENTRE

This form is to be completed and submitted along with the Proposal.

I/WE the Undersigned, having examined this Request for Proposals, do hereby affirm the acceptance of the requirements of the Request for Proposal.

I/WE do certify that the information supplied in this submission to be true and complete in all respects.

This Proposal is submitted by: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

List all Addenda Received and Reviewed by Respondent (if applicable):

Addenda # _____ Date Issued: _____

Addenda # _____ Date Issued: _____

Addenda # _____ Date Issued: _____

Name of Authorized Person(s): _____

Position(s) of the Person(s): _____

Proponents Authorized Signatory: _____

Date: _____

Signature in the designated space, by an authorized officer of the Respondent's company affirms acceptance of the Request for Submission requirements set forth in this document, the associated costs, where applicable, attributed to the business arrangement between the Respondent and the Owners, and hereby certifies that the information supplied in this submission to be true and complete in all respects.