



Corporation of the City of
NEW WESTMINSTER

REQUEST FOR PROPOSAL

NWRFP-10-25

**Electrical Design Services, Additions and Renovations
Queensborough Community Centre, 920 Ewen Avenue, New Westminister, BC**

On Site Orientation/Information Meeting

Wednesday, September 8, 2010
Queensborough Community Centre
920 Ewen Avenue, New Westminister, BC
1:30 pm, Local Time

Closing Time:

Wednesday, September 22, 2010
3:00 PM, Local Time, Vancouver BC

Closing Location:

Main Reception Desk
City of New Westminister
511 Royal Avenue,
New Westminister, BC, V3L 1H9

Further requests for information :

Purchasing: Heather Rossi

Intermediate Buyer
Telephone: 604-515-3781
Facsimile: 604-527-4509
Email: hrossi@newwestcity.ca

| | | | |
|--|--|--------|-------|
| COMPANY NAME | | | |
| Address: | | | |
| (including Postal Code) | | | |
| Contact Name: | | | |
| Telephone number: | | | |
| Facsimile number: | | Email: | |
| | | | |
| <u>Signature:</u> by officer with express authority to enter into contract | | | Dated |

CORPORATION OF THE CITY OF NEW WESTMINSTER

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CORPORATION OF THE CITY OF NEW WESTMINSTER**1.0 DEFINITIONS**

“Services Agreement” “Agreement” “Contract” means the contract for services that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by the City.

“City” “Owner” means City of New Westminster.

“Consultant” “Contractor” “Project Manager” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both **“Consultant” “Contractor” “Project Manager”** and **“Proponent”** are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the Services.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“Supply” “Provide” shall mean supply and pay for, and provide and pay for.

“Shall” “Must” “Will” “Mandatory” mean a requirement that must be met.

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2.0 PROPOSAL INSTRUCTIONS

One (1) electronic and two (2) hard copies of the Proposal, including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

NWRFP-10-25
Electrical Design Services, Additions and Renovations
Queensborough Community Centre, 920 Ewen Avenue, New Westminster, BC

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

It is the Proponent's responsibility to ensure that the City receives its Proposal **prior** to the stated Closing Time. The City does not accept facsimile, electronic mail, or other unsealed submissions. The City **will not consider** late proposals.

It is the responsibility of each proponent to seek clarification on any matter relating to this proposal. Requests for clarification must be made in writing to Heather Rossi, Intermediate Buyer, City of New Westminster, E-mail: hrossi@newwestcity.ca

The City will respond to enquiries that it considers relevant to this RFP, which the City will determine in its sole discretion. The City or Purchasing Manager will only respond to those written queries received at least ninety-six (96) hours prior to the Closing Date and Time.

The City's representative will not answer enquiries directly. The City will record enquiries and post replies on the City's website at [City of New Westminster | Bid Opportunities | Business | Request for Bids & Proposals - Open](#) along with any additional information and addenda to this RFP.

It is solely the responsibility of the Proponent to check the City's [website](#) regularly for all information related to this RFP. The Proponent shall acknowledge any Addenda in its Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. The City cautions Proponents that information obtained from any other source is not official and may be inaccurate.

Proposals shall be irrevocable for a period of sixty (60) from date of closing. Successful Proposals submitted may become part of contracts for services. The Proponent has not nor will not copyright the Proposal and offers it for any purposes of the City.

3.0 ORIENTATION AND INFORMATION MEETING

The City has arranged an onsite Orientation / Information Meeting for this RFP for interested Proponents on **Wednesday, September 8, 2010 at 1:30 pm** at **Queensborough Community Centre, 920 Ewen Avenue, New Westminster, BC.**

Attendance is **optional** but the City strongly encourages all Proponents to attend so that they all have access to the same information. The City will deem all Proponents to have received all of the information

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made available at the information meeting, and the City, at its discretion, may decline to answer enquiries or provide information that was available at the information meeting to Proponents who for any reason failed to attend.

4.0 INTRODUCTION

The City is inviting Consulting firms with demonstrated experience in providing Electrical Design and Consulting Services to submit a proposal for the development of the design, tender drawings and specifications, assistance during the tendering process and field review, (the “Services”) for the proposed addition and renovation to the Queensborough Community Centre at 920 Ewen Avenue in New Westminister.

5.0 KEY CONTENT

The following are considered key content that should be included as part of the Proponent’s submitted Proposal. The City may not consider any Proposal that does not include all of the key content.

1. the cost to complete the project with an explanation of basis of the fee proposal, including an anticipated level of effort detailing hours on the project;
2. an estimate of project related disbursements and the charge-out schedule for personnel and disbursements in general; no overhead costs shall be added to disbursements.
3. the name(s) of the project team complete with brief resumes.
4. names of three references of clients who have undertaken similar work, the City may contact the references to assess the performance of the Proponent;
5. a statement of commitment to undertake the project, provide the staff, and support necessary to complete the project on time and on budget. The City is seeking the services of a Consulting Firm that can start immediately upon contract award.

6.0 ADDENDA

- 6.1 Should addenda to the Request for Proposal documents be required for any reason, it is the City’s intention not to issue addenda during a period three (3) days prior to the Proposal Closing date and time.
- 6.2 Proponents are responsible for checking the City’s [website](#) for any addenda or other information relating to this Request for Proposal.
- 6.3 All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

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7.0 GENERAL CONDITIONS

7.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Proponents that parts, or all, of their Proposals may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPP)* and *Community Charter*. Proponent's who wish to ensure particular parts of their Proposals are protected from disclosure under the FOIPP Act should specifically identify any information or records provided with their proposals that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

7.2 OWNERSHIP OF PROJECT DOCUMENTATION

All proposals submitted and subsequent related documents and information shall remain the property of the City of New Westminster and shall be provided to the City at any time during the Project and within a period of two (2) years after completion of the Project.

7.3 CONFIDENTIALITY OF CITY INFORMATION

Proponents must not disclose any information acquired about the City during this RFP process unless authorized in writing by the City, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of services to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization.

7.4 PROPONENT'S EXPENSES

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

7.5 LIMITATION OF DAMAGES

Further to the preceding section, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

7.6 ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any or all proposals received in response to this RFP. The City is under no obligation to proceed with the RFP and, should it decide to abandon the same, it may, at any time, invite further Proposals for the provision of the Services or enter into discussions or negotiations with any party of the provision of such services.

The City at its sole discretion, at any time, may choose to terminate this RFP process.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City by the RFP documentation or by submission or consideration by the City of any Proposal.

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7.7 THE PROPONENT ACKNOWLEDGES AND AGREES THAT:

1. Other City officers (except those stated on the Title page), City employees and elected officials will not be contacted directly or indirectly regarding this Request for Proposal;
2. This RFP is not a call for Tenders but is intended to invite Proponents to submit detailed Proposals by which the City's objectives, as stated herein, can be met, following which the City will enter into further negotiations with the successful Proponent for the provision of the required services;
3. The City has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason;
4. There shall be no obligation on the part of the City of New Westminster neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received. If the City accepts a Proposal, following negotiations with the City, the Proponent will be required to execute a formal Contract to provide the services, in a form acceptable to the City;
5. The City of New Westminster shall not be obligated in any manner whatsoever until a written agreement has been duly executed relating to an approved proposal.
6. In submitting a proposal, the proponent acknowledges and agrees that it has read, understood, and agreed to all terms and conditions described in the RFP and they have the necessary experience, skills, and ability to provide effectively the Services.

7.8 COMPLIANCE WITH LAWS AND REGULATIONS

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the services in the City of New Westminster and to comply with all Federal Provincial and Municipal laws applicable to the services or the performance of the contract, including those of WorkSafe BC.

7.9 CLIENT / SERVICE AGREEMENT

The successful Proponent will be required to enter into a contract with the City of New Westminster, based on the City of New Westminster Consultant Services Agreement (Appendix A).

7.10 SUBCONTRACT AND ASSIGNMENT

In the event of any proposed sub-contracting arrangement (which includes a joint Proposal submitted by two bodies having no formal corporate links), the responsibility for the submission of a Proposal, any subsequent negotiation, and the administration of any resulting contract for service will be that of the first Proponent named on the title page.

Under no circumstances may any part of an executed contract resulting from this Request for Proposal be sub-contracted or assigned to another firm, person, or company without the prior written authorization of the City of New Westminster.

7.11 INSURANCE

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the City:

- a) Professional Liability Insurance of one million dollars (\$1,000,000) for any one occurrence.

INDEMNITY

Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred

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to as "claims") that the City 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 Consultant, servant(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 City, its other consultant(s), assign(s) and authorized representative(s) or any other person.

7.12 ACTING IN CONFLICT

Any contract for service, which results from this RFP process, will include a term prohibiting the service provider(s) from acting for any party whose interests are in conflict with those of the City, unless specific prior waiver of that term has been given in writing by the City in each instance.

7.13 CONFLICT OF INTEREST

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminster or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

7.14 MEDIATION

The parties agree that, both during and after the performance of their responsibilities under the Service Agreement, each of them shall make bona fide efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

The parties further agree to use their best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible. The parties agree to attempt to resolve all disputes arising out of or in connection with this Service Agreement, or in respect of any legal relationship associated with it or from it by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules.

If the dispute cannot be settled within thirty (30) calendar days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules. Place of arbitration shall be Vancouver, British Columbia, Canada.

7.15 FORCE MAJEURE

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or, delay in performing, any of its obligations contained in this agreement where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impractical including but not limited to labour disruptions, fire, flood, storm, or, other natural disaster, accident or governmental regulations, or, restrictions of any kind but excluding financial incapacity.

7.16 TERMINATION OR CANCELLATION

Either party may terminate or cancel the Services contract upon sixty (60) days written notice. In the event of such termination or cancellation by either party, the successful Proponent shall, within the 60 day notice period, pass over all files to an alternate firm or firms as instructed by the City and shall, under the authority and direction of the City, provide all information and other information relating to the Services

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that may either be in privilege or held in files and shall not hinder the process of early settlement of or, resolution to, any outstanding matters concerning the Services.

7.17 LAW

The proposal and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

7.18 LITIGATION

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a proposal if the Proponent, or any officer or director of the proponent, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the proponent indicates a risk the City will incur increased staff and legal costs in the administration of the contract if awarded to the Proponent.

8.0 TERMS OF REFERENCE

- 8.1** The City wishes to retain an experienced Electrical engineering firm to design, develop tender drawings and specifications, assist the City in the tendering process, and to perform field review during construction, for the addition to and renovation of the Queensborough Community Centre (the "Facility").
- 8.2** The City anticipates that the proposed addition will be designed in accordance with standards that will result in the attainment of LEED Gold certification. The proponents shall include expertise within their Project Team and commitment of resources in their methodology that will facilitate the attainment of that goal.
- 8.3** Seismic upgrading of the existing building is not required for the project.

9.0 BACKGROUND

- 9.1** In the fall of 2005, the Parks & Recreation Department conducted a public consultation process in the Queensborough neighbourhood to identify and to prioritize the park and recreation facility amenities needed to serve better the needs of existing and future residents. Community indoor spaces identified included Library Services; Public Safety spaces; childcare, dedicated youth and seniors spaces; additional multi-purpose spaces; expanded fitness spaces, and specialized arts & cultural spaces.

In October 2007, the expansion of Queensborough Facilities was identified as the third priority under the City of New Westminster's five Development Assistance Compensation (DAC) priority projects as identified in the Destination Casino Project Development Agreement. These spaces were identified and a maximum of \$6.2 million was allocated for this project. The proposed expansion will increase the gross floor area of the Community Centre by approximately 12,000 square feet, increasing the total overall gross floor area of the facility to 26,017 square feet.

The expansion project is to be completed by the end of 2013.

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The Parks & Recreation Comprehensive Plan also identifies the need to plan and respond to population growth in the Queensborough area through the expansion of existing facilities. Subsequent to the above preliminary program planning, the City, in partnership with the New Westminister Early Childhood Development and Public Partners Committees, has been working on the establishment of an Early Childhood Development (ECD) Hub for the Queensborough neighbourhood.

In October 2008, City Council endorsed in principle the preliminary concept plan for a Queensborough ECD Hub. This plan envisioned co-locating the Hub at the existing Queensborough Community Centre.

The planning for the Queensborough Community Centre expansion is continuing. Key features in the proposed program for the expansion include:

- a) Childcare and Early Childhood Development (ECD) Spaces
- b) Expanded Weight Room Facilities
- c) Library Services
- d) Police Office Space
- e) Dedicated Youth and Senior Spaces
- f) Additional Multi-purpose Rooms

9.2 Programming Spaces Considerations

- a) Through numerous consultation processes over the past several years, the community had identified specific purpose based spaces such as expanded weight room facilities and multi-purpose spaces for youth/seniors programs and for arts and cultural programs and meetings. The community centre will serve as a neighbourhood hub for community organizations and will require spaces for flex offices and additional meeting rooms. The intent of the other spaces located within the childcare, library and police areas will be considered as shared space outside committed operating hours.
- b) Based on work completed to December of 2009, the envisioned expanded facility programming required an additional 16,800 square feet of new space spread over two levels. Following cost analysis to construct this space, the program for the expansion was reduced to 12,000 square feet on a single level in order to “fit” within the available DAC capital-funding envelope.
- c) The combined space program, as proposed in the spatial allocation diagram in Attachment Appendix C is as follows:

| <u>Program Area</u> | <u>Space Allocation (Sq Ft.GFA)</u> |
|--|-------------------------------------|
| Expanded Weight Room/Fitness area | 2,047 |
| Youth & Seniors spaces | 1,200 |
| Multi-Purpose rooms | 1,200 |
| Child Care spaces | 2,400 |
| Library services | 2,560 |
| Police Office spaces | 1,360 |
| Minor support/service spaces, hallways, etc. | 1,233 |
| TOTAL NEW SPACE | 12,000 |

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10.0 **PROJECT BUDGET**

- 10.1 The City has established a project budget of \$6,100,000 for this project.
- 10.2 The construction budget has been estimated at approximately \$5,000,000.00.
- 10.3 The City anticipates that the project will be delivered in accordance with the requirements of the CCDC 2 – 2008 Stipulated Price construction contract and the City of New Westminster Supplementary Conditions.

11.0 **SCOPE OF WORK**

- 11.1 In general, the Electrical engineering services are to include the following:

Pre-design

- a) Visit the site to establish the existing physical parameters of the building and building systems related to the proposed scope of work. Confirm critical dimensions relevant to the scope of work. Please note that the City will provide copies of all the available drawings of the building and the site. The City has basic schematic floor plan AutoCAD drawings of the building. The City does not warrant the accuracy of the drawings;
- b) Review and comment on the City's proposed construction budget;
- c) Review and apply requirements of relevant building and fire codes and City of New Westminster development and building Bylaws;
- d) Work with the architect (the Coordinating Registered Professional), the other sub-consultants, and specialty consultants retained by the City in all aspects of this phase of the design.

Schematic Design

- a) Prepare the design in accordance with all applicable regulations and codes;
- b) Coordinate the electrical design with those of the architect, sub consultants and specialty consultants;
- c) Liaise with the architect and the cost consultant in the preparation of a schematic design level cost analysis for the selected design;
- d) Review and comment on the electrical portion of the cost analysis.

Design Development

- a) Develop the detailed design for the selected design concept;
- b) Coordinate the electrical design with those of the architect, sub consultants and specialty consultants;
- c) Liaise with the architect and the cost consultant in the preparation of a cost analysis at the end of the design development phase and end of the design development stage.

Working Drawings

- a) Develop drawings and specifications;
- b) Coordinate the electrical design with those of the architect, sub consultants and specialty consultants;
- c) Liaise with the architect and the cost consultant in the preparation of a cost analysis at the end of the design development phase and 95% working drawing stage;
- d) Provide all Schedules, letters of assurance and application documentation required for the building permit application.

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Bidding and Negotiation

- a) A formal bidding process will be undertaken for this project in accordance with the City's procurement policy;
- b) Attend a mandatory bidders walkthrough on-site;
- c) Develop any addenda and post-tender addenda as required, the City will distribute any addenda;

Construction Contract Administration

- a) Attend a pre-construction meeting;
- b) Attend all regular and special site meetings as required;
- c) Review electrical and electrical related shop drawings;
- d) Develop and distribute supplementary instructions, contemplated change notices and change orders;
- e) Review change order pricing and make recommendations to the architect for acceptance;
- f) Undertake field reviews as required to ensure the compliance of the work to the contract documents and the approved building permit drawings and specifications
- g) Undertake review for Substantial Completion, prepare and distribute a list of construction deficiencies and recommended hold back values.
- h) Review record drawings and confirm conformance, to a substantial degree, to the Work as constructed ;
- i) Undertake a review of the work for Final Payment upon completion of the all deficiencies;
- j) Provide AutoCAD disk copies of record drawings based on marked-up white prints provided by the contractor.

12.0 MATERIALS AVAILABLE TO PROPONENTS

- 12.1** The City can provide site assessment and survey information and assessment reports for architectural, electrical, electrical systems and the presence of hazardous materials. The City does not guarantee or warrant the accuracy or completeness of this information. It is the responsibility of each Proponent to ascertain the conditions of the building and to develop their designs based on their onsite observations and data collection.

13.0 DELIVERABLES AND SCHEDULE

- 13.1** The City proposes the following schedule:
- Early October 2010 - retain services of the architect and the subs consultants
 - October/November 2010 – Public Information Sessions
 - Early December 2010 – functional and spatial program confirmed
 - June 1, 2011 - Tender call
 - July 1, 2011 - Construction start
 - August 1, 2012 - Substantial Completion & Occupancy
- (Note: The City anticipates that the Exercise Room #A4 will be completed and permitted occupancy prior to the date of substantial completion for the entire project.)
- Official Opening – September 1, 2012

- 13.2** The City requires the project to be complete no later than December 31, 2013.

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14.0 PRICING

14.1 The Proposal is to include a schedule of effort and pricing based on hourly rates and separated into the following components:

- a) Pre-design;
- b) Schematic Design;
- c) Design Development;
- d) Working Drawings;
- e) Bidding;
- f) Construction and field review services;
- g) Separate fee for electrical related LEED credits for LEED Gold certification ;

14.2 The following expenses should be included in the lump sum fee proposal:

- a) All cost associated with fax, photocopier and long distance telephone calls;
- b) All documentation required to respond to Request For Information submittals from the General Contractor Change Orders and Supplemental Instructions for the construction contract;
- c) All documentation required to address day to day management of the design and construction phases of the Project;
- d) All indirect (or overhead) expenses incurred in the course of operating a firm including local travel expenses;
- e) All costs associated with the necessary insurance coverage including professional liability insurance.

14.3 The disbursements which will be reimbursed at cost will include the following:

- a) Reproduction of client requested drawings and reports;
- b) Delivery of drawings, reports including courier, postage etc;
- c) All necessary documents required to obtain all permits and approvals from the authorities having jurisdiction.

15.0 PROPOSAL EVALUATION AND SELECTION

15.1 The City of New Westminster will evaluate all submitted valid Proposals. Any or all proposals will not necessarily be accepted. The City will disqualify Proponent(s) that fail to meet a minimum requirement for qualifications, experience, and methodology from the process prior to cost considerations. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the products and/or services requested.

15.2 The City, in assessing best value:

- a) May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;
- b) Has no obligation to receive further information, whether written or oral, from any Proponent, not to disclose the nature of any Proposals received;
- c) May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.

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- 15.3** Proposals will be evaluated based on the following criteria:
- a) Experience of Company/Team;
 - b) Experience of the project lead engineer;
 - c) Fee.
- 15.4** Proposed project teams must be capable of completing all identified tasks; the City will not consider partial submissions.

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APPENDIX A

Consulting Services Agreement

DRAFT CONSULTING SERVICES AGREEMENT

This Agreement made the ____ day of _____ 2010

BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
511 Royal Avenue, New Westminster, BC, V3L 1H9
(herein called the “City”)

AND: “CONSULTANT”
Address
(herein called the “Consultant”)

The City and the Consultant agree as follows:

1.0 Services

- a) The Consultant agrees to perform Consulting Services (herein called the “Services”) as detailed in the Scope of Work and Proposal for *(insert name of work here)* submitted to the City *(insert date here)* (as the same may be amended from time to time by mutual agreement in writing) which form part of this Agreement.
- b) The Consultant’s relationship to the City will be that of a prime consultant.
- c) The Consultant represents that he/she is professionally qualified and capable of performing the Services and shall at all times exercise the standards of care, skill and diligence normally provided by a professional specializing in the performance of the Services similar to those contemplated by this Agreement.
- d) The Consultant will not act for any party whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- e) The Consultant warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation’s sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this Agreement, the Consultant will immediately inform the City in writing.

2.0 Duration And Termination

2.1 Duration

- a) Services under this Agreement shall commence on *(insert start date)* and be completed in accordance with the schedule in the Scope of Work, subject to further extension as agreed upon by the parties.
- b) When the Consultant fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion in writing.

- c) In the event additional services are required that do not fall within those described in the Scope of Work then the completion date set forth above may be extended by mutual agreement, by a period determined to be sufficient for such additional services. The City may request additional services and the Consultant will provide a written fee quote. The Consultant will not commence additional services until the City has accepted the fee quote.
- d) Should the Consultant breach this agreement, either by abandonment, or by act or omission on his part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Consultant shall be paid only for Services performed up to the date of contravention.
- e) Acts or omissions by the Consultant which shall justify termination of this Agreement shall include but not be limited to the following:
 - i) neglect of duties;
 - ii) non-compliance of this Agreement;
 - iii) inability to perform the Services he represented himself as competent to perform;
 - iv) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.

2.2 Termination

- a) The agreement may be terminated by the City as follows:
 - i) For Deficiency or Default – following seven (7) days written notice by the City, the City may at any time terminate this Agreement if the performance of the Consultant is unsatisfactory in the opinion of the City, or if the Consultant breaches any provisions of the Agreement and fails to remedy the same promptly;
 - ii) Without Cause - by providing the Notice in writing to the Consultant’s representative (as agreed upon).
- b) Upon termination of the agreement, the City will pay the Consultant for all work performed up to the effective date of termination. All other obligations of the City to the Consultant will terminate upon the termination or expiry of the agreement.

3.0 **Non-Disclosure Of Information**

- 3.1 The Consultant accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.

4.0 **Ownership Of Contract Documents And Freedom Of Information**

- 4.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Consultants that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy* (FOIPP) and *Community Charter*. Consultants who wish to ensure particular parts of this contract are protected from disclosure under the FOIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

5.0 **Compliance With Applicable Laws**

- 5.1 The Consultant shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the conduct of the Services and the locations to which the Services are to be performed. The Consultant shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.
- 5.2 The Consultant will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Consultant will provide proof of Good Standing to the City before the Consultant starts work for the City and again before the City makes final payment to the Consultant.
- 5.3 The Consultant will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation (WC) Act*. Any WorkSafe BC violation by the Consultant may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, because of the actions of the Consultant are the responsibility of the Consultant.

6.0 Patent Rights And Royalties

- 6.1 The Consultant shall save harmless and indemnify the City from and against all claims and proceedings for or in account of infringement or any patent, design right, trademark or name or other protected rights in respect of any practice or process in respect of the Services to be performed.

7.0 Advertising And Publicity

- 7.1 The Consultant shall submit all proposed advertising or publicity by the Consultant referring to the City or performance of the Services to the City for written approval prior to issue.

8.0 Relationship

- 8.1 It is expressly agreed, represented and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Services and that the Consultant is not an employee, agent or servant, of the City. Further, this Agreement shall not be deemed to constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the City will be invoiced according to the terms and conditions of this Agreement.
- 8.2 The manner and means by which the Consultant conducts its work in order to provide the Services contemplated by this Agreement are under its control.

9.0 Compensation

- 9.1 In consideration of the performance of the Services, the City shall pay the Consultant the rates provided in the Proposal dated *(enter date here)*, not to exceed *(enter amount)* excluding GST, the Maximum Authorized Expenditure, except when the Maximum Authorized Expenditure is increased by a written Change Order issued and signed by the City. The Consultant will invoice for disbursements separately.
- 9.2 The City retains the right to access and audit the Consultant's files and records related to the City's business with twenty-four (24) hours notice during normal business hours.

10.0 Application For Payment

- 10.1 The Consultant shall submit invoices to the City, attention **(as directed)**, on, or before the tenth (10th) day of each month. The City, if it approves the amount of such invoices, shall pay such invoices within thirty (30) days from the invoice date..
- 10.2 The Consultant shall attach to each invoice a brief report detailing the work completed to date, work completed during the month covered by the invoice, and work outstanding to complete the Services.
- 10.3 Notwithstanding any to the contrary in this Agreement, the City shall never be obligated to pay the Consultant a greater percentage of total fees and disbursements than the degree of percentage complete of the total Services.
- 10.4 If the city does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the City shall not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted, until that date that invoice is paid. The City, if it approves the amount of such invoices, shall pay such invoices on or before the twentieth (20th) day of the following month.
- 10.5 The Consultant shall keep proper accounts and records of all costs and expenditures forming the basis of any billing to the city, including but not limited to, hours worked, details of all disbursements (including copies of services invoices), and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as shall be reasonably necessary or advisable.
- 10.6 The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees.

11.0 Indemnification

- 11.1 The Consultant, on its own behalf and on behalf of all persons and corporations working by, through or under the Consultant, hereby agrees to indemnify and save harmless the City and its employees, officers, and agents from and against all losses, damages, claims, expenses suits and judgements arising out of, or related to, the provision of the Services by the Consultant that are found to be negligent.
- 11.2 This indemnification shall not apply:
- a) where the losses, damages, claims, expenses, suits or judgements result from the City acting on the advice of, or receiving direct service from, the sub consultants or employees of the sub consultants of the Consultant and without the knowledge or consent of the Consultant; **or**
 - b) to the extent that the City, its employees, officers, or agents were negligent.
- 11.3 This indemnification shall terminate two (2) years from the date of Substantial Performance as certified by the Consultant for the project herein.
- 11.4 Nothing in this article shall derogate from the tort and other duties and liabilities of the Consultant and its sub consultants to the City.

12.0 Change To Scope Of Service

- 12.1 The City may vary at any time the Scope of Work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing.
- 12.2 Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work; the Consultant shall so advise the City within ten (10) days in writing. Without said written advice within the period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

13.0 Insurance

- 13.1 The Consultant shall provide, maintain and pay for the following insurance which shall be in place with such insurance company or companies and in such form as may be acceptable to the City:
- a) Professional Errors and Omissions Liability Insurance protecting the Consultant, any sub consultant and their respective servant(s), agent(s) or employee(s) against any loss or damage arising directly or indirectly out of the professional services rendered by the Consultant, any sub consultant, servant(s), agent(s), or employee(s) under the contract. Such insurance shall be for an adequate amount acceptable to the City and shall in any event be not less than one million dollars (\$1,000,000.00) inclusive any one occurrence. The Consultant shall not be entitled to payment for services resulting in errors or omissions for which the Consultant is held responsible.
 - b) General Liability Insurance of not less than two million dollars (\$2,000,000.00) inclusive any one occurrence.
- 13.2 Before undertaking any part of the work, the Consultant shall furnish to the City certificates showing that such insurance is in force. Such certificates shall provide that the insurance is non-cancellable except upon thirty (30) days prior written notice to the City.

14.0 Drawings And Designs

- 14.1 The Consultant shall deliver to the City, upon request and at no additional cost to the City, at least one complete set of all drawings, estimates, programs, or other documents produced in connection with the Agreement, on a compact disk (CD) in Adobe (PDF) format, unless otherwise stated.

15.0 Authorization To Proceed

- 15.1 The City will issue a Purchase Order to the Consultant. Issuance of the Purchase Order authorizes the Consultant to proceed with the work.

16.0 Assignments

- 16.1 This Agreement may not be assigned by the Consultant, or to its successor (s) without the express written consent of the City.

17.0 Engagement Of Other Consultants

- 17.1 The City, in any event, reserves the right at its own discretion to engage any consultant, other than that with which it reaches agreement(s), during the term of such agreement(s), if is deemed advantageous or appropriate.

18.0 Ownership And Copyright

- 18.1 All drawings, plans, specifications, reports, and other documents or products produced by the Consultant from the Service shall remain the property of the Consultant.
- 18.2 The Consultant shall give the City reproducible copies of any such documents and/or products, and these may be used by the City in any manner as part of its operations at its own risk, if the City chooses to use them in any manner other than for the particular purpose for which they were provided.

No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.

This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**THE AUTHORIZED SIGNATURE FOR
THE CORPORATION OF THE CITY OF
NEW WESTMINSTER:**)

_____)
Name and Title)
Accepted and Agreed on)

_____, 20__ By)
CORPORATE NAME)

_____)
Consultant)
_____)
Authorized Signature)

Name and Office

APPENDIX B

Existing Floor Plan

QUEENSBOROUGH COMMUNITY CENTRE
 CHILDCARE HUB DESIGN FEASIBILITY STUDY

David Norman ARCHITECTS
 3455 Arden Drive, T 504.364.0160
 North Vancouver, BC F 504.364.0160



| | |
|---|-------------|
| 6 | |
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| 1 | PRELIMINARY |
| | JAN. 2008 |

Platons, directions, drawings, angles, representations and specifications for Design Development, are not intended to be used for carrying out construction. Specifications, drawings, conditions, materials and equipment, which may not be identical to those shown on the drawing, are subject to change without notice.

Do not construct the Work unless the drawings have been approved by the Authority.



PROJECT:
 QUEENSBOROUGH COMMUNITY CENTRE
 CHILDCARE HUB
 920 EWEN AVE.
 NEW WESTMINSTER, B.C.

DRAWING:
 AS-BUILT FLOOR PLAN

| | |
|------------------------|------------------|
| DRAWN BY: S.C. | CHECKED BY: |
| DATE: FEB. 18, 2008 | SCALE: N.T.S. |
| PROJECT NO.: 2891 | DRAWING NO.: |

APPENDIX C

Feasibility Cost Analysis

QUEENSBOROUGH COMMUNITY CENTRE - REDEVELOPMENT OPTIONS

design by: David Norman Architect Inc.

OPTION PRICING FOR LIFE CYCLE COSTING COMPARISON

| FEASIBILITY OPTIONS | OPTION 1b | | OPTION 3 | |
|---|---|--|-------------------------------|--|
| | NEW BUILDING (LEED Gold, Not Post Disaster) | | ADDITION & RENOVATION TO EXTG | |
| GROSS FLOOR AREAS | | | | |
| NEW BUILDING | | | | |
| Main Floor | | 26,010 SF | | 11,495 SF |
| Minor Additions to Extg | | 9,066 SF | | 517 SF |
| total NEW BUILDING | | 35,076 SF | | 12,012 SF |
| EXISTING BUILDING (renovated) | | SF | | 1,892 SF |
| EXISTING BUILDING (NOT renovated) | | SF | | 12,113 SF |
| FINAL BUILDING AREA (New & Renovated) | | 35,076 SF | | 26,017 SF |
| Site Development | | \$574,000 | | \$323,000 |
| Landscaping | | Allowance \$100,000 | | Allowance \$75,000 |
| Paving - sidewalks & stairs/ramps, railings | 4,700 SF | \$20.00 \$130,000 | 4,700 SF | \$20.00 \$94,000 |
| Preloading for Site Work Areas | | Allowance \$20,000 | | Allowance \$20,000 |
| Terrace - | 7,500 SF | \$10.00 \$90,000 | | not in design |
| Services - Sewer, Water, Hydro, Gas | | Allowance (excl Hydro) \$100,000 | | Allowance (excl Hydro) \$50,000 |
| Services - relocate Force Main | | Allowance \$0 | | Allowance \$55,000 |
| Playground Equipment | | Allowance \$75,000 | | existing equipment to be reused |
| Contractor Overheads & Markup | | \$59,000 | | \$29,000 |
| UNDERGROUND PARKING | | Not this Option | | Not this Option |
| ON GRADE PARKING | | \$50,000 | | Allowance \$50,000 |
| BUIDLING SHELL CONSTRUCTION | 35,076 SF | \$222.63 | \$7,809,000 | 12,012 SF |
| Demol / Site Prep/Foundation Earthwork | 26,010 SF | \$18.00 | \$468,000 | 12,012 SF |
| Foundation/Pile Caps/Slab /Methane | 26,010 SF | \$42.00 | \$1,115,000 | 11,495 SF |
| Piles | 26,010 SF | \$45.00 | \$1,170,000 | 11,495 SF |
| Upper Floor Structure | 9,066 SF | \$48.00 | \$435,000 | 517 SF |
| Roof Structure - plus overhangs | 28,146 SF | \$45.00 | \$1,267,000 | 12,791 SF |
| Exterior Wall incl Curtainwall/Glazing | 17,108 SF | \$55.00 | \$941,000 | 6,048 SF |
| Roof Finish / Skylight | 28,146 SF | \$27.22 | \$766,000 | 12,791 SF |
| Stairs / Elevator | 35,076 SF | \$2.99 | \$105,000 | |
| Base Building Mech/Sprinklers/Electrical | 35,076 SF | \$21.00 | \$737,000 | 12,012 SF |
| Contractor Overheads & Markup | | | \$805,000 | |
| INTERIOR CONSTRUCTION (Finishes, Fittings, M/E) | 35,076 SF | \$92.86 | \$3,257,000 | 12,012 SF |
| Childcare | | | | 2,400 SF |
| Library | | | | 2,560 SF |
| Multiuse Rms | | | | 1,200 SF |
| Servery | | | | 186 SF |
| Exercise | | | | 2,047 SF |
| Washrooms | | | | 340 SF |
| Police | | | | 160 SF |
| Youth & Seniors | | | | 1,200 SF |
| Circulation | | | | 1,206 SF |
| Mechanical / Service Rm / Janitor | | | | |
| Wall thickness | | | | 713 SF |
| sub-total New Building Unit Cost (Shell & TI's) | | \$315.49 /SF | | \$309.44 /SF |
| Foundation Premium Included (unit cost) | | \$65.14 /SF | | \$80.50 /SF |
| OTHER | RENOVATIONS | \$0 | RENOVATIONS | \$366,000 |
| | | | | Renovation Limited to central Lobby Area |
| Demolition, Remedial Work for Tie in New Building Additions | | | | 312 LF |
| Demolition of existing structure | | | | 538 SF |
| Exterior Envelope - Roof & Wall Upgrade | | | | |
| Fire Separation to New Building | | | | 267 LF |
| TI's (Walls/Doors, Finishes, Fittings) | | | | |
| • Gymnasium | | | | 3,665 SF |
| • Lobby (flooring & intensive renov at vestibule) | | | | 1,700 SF |
| • Multi-use rooms | | | | |
| Upgrade Electrical Service | | | | |
| Mechanical Upgrade | | | | |
| Contractor Overheads & Markup | | | | |
| FURNISHINGS & EQUIPMENT ALLOWANCES | 35,076 SF | \$2.00 | \$70,000 | 26,017 SF |
| Fitness | | Separate Budget | | \$75,000 |
| Childcare | | Separate Budget | | Separate Budget |
| Library | | Separate Budget | | \$75,000 |
| Multi-use /Seniors | | Separate Budget | | \$25,000 |
| Security System, CCTV Camera's Wiring & Equipment | | Allow \$40,000 | | Allow \$25,000 |
| Data/Tel System Wiring & Equipment | | Allow \$30,000 | | Allow \$20,000 |
| LEED DESIGN | Included in Unit Costs above | | Included | Not Included |
| Design Contingency | | 5.0% | \$588,000 | 5.0% |
| Market Escalation | Spring 2010 - Spring 2011 - say 3% | | \$370,000 | Spring 2010 - Spring 2011 - say 3% |
| SOFT COSTS - Consultants / City Soft Costs | | 20.0% | \$2,545,000 | 20.0% |
| Reasonable Bid Price - Construction | | | \$15,263,000 | \$6,100,000 |
| <i>(SPRING 2011 dollars, excl.. GST/HST)</i> | | This Project is LEED Gold, Not Post Disaster | | This Project is Not LEED |
| LEED GOLD Premium | | (\$834,000 Included) | ADD | 7.54% \$460,000 |