

REQUEST FOR PROPOSAL P&R 25-03

CONSULTANT/PROJECT MANANGEMENT SERVICE – Arena Slab Replacement

DATE OF ISSUE: June 20, 2025

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A: Professional Services Agreement Template



1. INTRODUCTION

The Township of Esquimalt (Township) is inviting qualified consulting firms to submit proposals to provide design and project management services for the Arena Slab Replacement Project for Esquimalt's Archie Browning Sports Centre.

The purpose of this Request for Proposal ("RFP") is to select one (1) qualified Proponent to enter into a Contract with the Corporation of the Township of Esquimalt (Township) to take on the role and responsibilities of Consultant and Project Manager for the Archie Browning Sports Centre Arena Slab Replacement Project ("Project").

The Consultant is responsible for the design and construction administrative services for a multidisciplinary ice slab replacement project.

The Project's goal is to remove and replace the Archie Browning Sports Centre Arena ice slab with a new slab and supporting in-floor refrigeration system. The design must improve the accessibility of the rink by incorporating access for wheelchairs and ice sledges.

The Township expects the successful Proponent (Consultant) to be experienced in the design of ice slabs and supporting in-floor refrigeration system, board systems, field review, contract administration, and working in operational recreation facilities.

The successful bidder (Consultant) will enter into the Professional Services Agreement (sample in Appendix A) with the Township of Esquimalt.

For additional details, see section 3. Scope of Work

Section 7 outlines the evaluation process for selecting the Preferred Proponent. To receive full consideration, each Proposal should follow the instructions, requirements, format, and number of copies provided in **Section 6**

2. BACKGROUND

The Esquimalt Archie Brownig Sport Centre's current arena slab, board system and pyrotechnic warm floor have reached their lifespan after nearly 40 years of service. As a part of the Township's ongoing commitment to maintaining safe and high-quality recreation facilities, a full arena slab replacement is scheduled for March 2026.

The Township is seeking to engage a Professional Consulting team to produce the design and conduct contract administration for the Project.

The replacement of this infrastructure will also include the renewal or replacement of the following:

- 1. Brine system.
- 2. New Liquid Warm Floor System
- 3. Dasher boards and glass.
- 4. Safety netting.
- 5. Flooring around arena boards.
- 6. Player's and Penalty benches

The Project will require a coordinated design team. The proposed fee structure will need to be broken out over the duration of the Project according to the work outlined herein and through the supporting reference documents. The total project cost is inclusive of all consultant fees, construction costs, permits, inspections, taxes, and fees.

The Consultant will work under the direction of the Manager of Facilities, Township of Esquimalt.

3. SCOPE OF WORK

The primary goal of this project is to remove and replace the Arena ice slab with a new slab including the supporting in-floor refrigeration system.

The following key objectives must be met:

- Improve operations of the rink by replacing aging infrastructure including:
 - o Arena ice slab
 - o In floor refrigeration system
 - o New Liquid Warm Floor System
 - o Arena Dasher Boards and Glass
 - Safety Netting
 - o Flooring and perimeter drains around Arena Dasher boards
 - o Player's and Penalty Benches
- Reduce greenhouse gas emissions (where possible)
- Minimize impact on the facility outside of the Arena during construction.

The design will be completed in advance of construction commencing. The intent is to issue one (1) construction tender for the full scope of work.

3.1 Schematic Design

The Consultant will prepare a Schematic Design Document that addresses the Township's project requirements as identified in this RFP. The Schematic Design Document will provide a short description of how they see the project unfolding and how they will meet or exceed the conditions listed in this RFP.

Meetings should occur with Esquimalt staff to ensure that all major concerns are identified and considered.

The Schematic Design Document should discuss potential risks and suggested timelines for construction and procurement.

Schematic Design Deliverables:

- 1. Draft Schematic Design Document.
- 2. Final Schematic Design Document.

3.2 Detailed Design Drawings

The Detailed Design Drawings will build on the Schematic Design Document. The design will consist of one (1) construction tender package to be prepared by the Consultant.

The Detailed Design Drawings will be reviewed at the 50, 75, 95% stages with an opportunity to discuss the drawings and specifications with Esquimalt staff. Drawings can be prepared in BIM software, or another approved software. The drawing review process may include a walkthrough with Esquimalt Staff.

The 50% design documents should be refined to a sufficient level of detail such that there is information suitable to develop a class C cost estimate as defined by the Canadian Institute of Quantity Surveyors. Drawings will show potential staging areas and site access considerations.

The 95% design documents should be refined to a sufficient level of detail such that there is information suitable to develop a Class A cost estimate as defined by the Canadian Institute of Quantity Surveyors.

<u>Detailed Design Drawings Deliverables:</u>

- 1. 50% Design Documents and Schedule.
- 2. 75% Design Documents and Schedule.
- 3. 95% Design Documents and Schedule.
- 4. 100% Design Documents (Issued for Tender Documents).
- 5. Responses and associated Addenda (as required).

3.3 Building Permit Package

The Consultant may need to provide building permit sets, and letters of assurance, in order to obtain a building permit, if it is required for the Project. The Consultant will need to prepare the permit package, submit, and obtain approval by Township staff prior to the commencement of the tender process, if any building permits are required. The Consultant is required to identify all parameters, standards and information required by the building permit and include it in the documentation.

Building Permit Deliverables:

- 1. Building Permit Drawings (if required).
- 2. Building Permit Supplementary documents (if required).

3.4 Competitive Processes

3.4.1 Pre-Qualification

This Project requires an ice slab assembly contractor that has experience with similar projects and replacing ice rink slabs in operational facilities. A pre-qualification process will be conducted prior to issuing the Invitation to Tender for Construction. The Consultant will develop the content for the Request for Qualifications (RFQ) package with input and review by the Township's team.

The Township will provide the RFQ template and the Consultant must provide the scope of work and collaborate with the Township on evaluation criteria, criteria weightings, form part of the evaluation committee, and schedule content based on the scope of work. During the RFQ process, the Consultant must be available to respond to vendor inquiries. The Consultant will respond to questions only through addendum.

3.4.2 <u>Invitation to Tender - CCDC 2 2020 Stipulated Price</u>

After the pre-qualified process has been completed, the Invitation to Tender for Construction (ITT) will be issued.

During the ITT process, the Consultant is to be available to attend site visit(s), respond to bidder inquiries. However, the Consultant is to respond to any questions only through addendum. The Consultant is responsible for all procurement activities for the ITT.

3.4.3 Consultant deliverable Content and Procurement Activities

The scope of work and any related content developed and provided by the Consultant will be incorporated into the Pre-qualification and Invitation to Tender bid documents.

The Township will prepare and administer the Pre-qualification and Invitation to Tender processes. That is, post, co-chair any site visits, receive questions and distribute to the project team, create addenda with project team answers, issue addenda, close solicitations, oversee the evaluation process, notify respondents of the pre-qualification process results, i.e. which successfully pre-qualified to proceed to the Invitation to Tender for Construction. Prepare the memo for award of the ITT contract, and co-ordinate the issuing and signing of the CCDC 2 - 2020 Stipulated Price Contract

3.5 Construction Process

3.5.1 Contract Administration

During construction, the Consultant will take the lead role in ensuring that the Project is implemented effectively with the required quality. Regular construction meetings will be held on site. The Consultant will act as the Consultant for the CCDC 2 - 2020 Stipulated Price Contract.

The Consultant will be the guardian of the following and at a minimum, provide status updates, logs, and meeting minutes to the Township, throughout the process:

- 1. Shop Drawings Status Log to be created including status and expected return dates.
- 2. RFI Log A list of all RFIs and their status.
- 3. Site Instructions Log-List of all site instructions and anticipated site instructions.
- 4. Change Log List of all changes, types (change order, contemplated change notice and directives) and their status whether being reviewed, rejected, additional information requested or accepted and their next expected update.
- 5. Progress draws and payment certificates Status and expected date for approval complete with letters recommending acceptance.
- 6. Equipment Log Lead Times and expected delivery. Deliveries occurring in the next 2 weeks to be discussed and coordinated with Operations.
- 7. Operational Impact Log List of potential operational impacts and previous issues to avoid them reoccurring.
- 8. Stakeholder Impact Log List of user groups that will be impacted by the next two weeks anticipated work (shut downs, etc.).

The Consultant is to flag to the Township of any potential impact to the schedule on the items above including their content.

Contract Administration Deliverables:

- 1. All above noted documents under Section 4.5.1 Construction Administration.
- 2. Meeting agendas and minutes.
- 3. Certificate of Completion as required by the Builders Lien Act.

4. PROPOSED SCHEDULING

This is the Township's preferred scheduling. Proponents are suggested to align their submissions as closely as possible to the schedule below. Full marks in the 'Proposed Schedule' scoring will be provided if the proposed schedule is met. Marks will be reduced if the project schedule is beyond the preferred. The Township encourages proponents that feel the timeline is unattainable to request a new completion date as a written question while the RFP is open for questions. The schedule is based on awarding the project on **July 16**, 2025.

- RFP issued on June 20, 2025
- Mandatory Site Visit on June 27, 2025 at 10:00 A.M. local time;
- RFP closes on July 11, 2025 at 2:00 P.M. local time;
- Notice of award on July 16, 2025;
- Construction starts in March/April 2026
- Substantial completion of entire project on August 15, 2026
- Total completion on August 31, 2026

An overview of the anticipated entire project schedule for the Scope of Work, provided below, outlines the general structure and timelines of the Project:

Milestone	Date
Schematic Design Document	TBD
50% Design Review	TBD
Request for Qualifications (RFQ) for an ice slab assembly	TBD
contractor published	
75% Design Review	TBD
RFQ for an ice slab assembly contractor completed	TBD
95% Design Review	TBD
Invitation to Tender for Construction published	August/September
	2025
Tender for Construction awarded	September/October
	2025
IFC Documents	March 2026
Construction start	March/April 2026
Substantial Completion	August 15, 2026
Total Completion	August 31, 2026
Project and Invoicing Complete	TBD

It is the Township's expectation that work will progress in an organized and timely manner.

5. PROPOSAL ENQUIRIES

All enquiries should be directed via email to:

Dan Henderson Manager of Facilities

Email: dan.henderson@esquimalt.ca

Telephone: 250-412-8507

Only emailed enquiries will be responded to. All responded to inquiries will be provided via addendums on the Township's website, Civic Info, and BC Bid for all proponents information. It is the proponent's responsibility to account for addendums in their proposals.

Inquiries can be made up to 2:00 p.m. local time on July 8, 2025.

6. PROPOSAL REQUIREMENTS

Proposals are to be submitted by email to the email address indicated above in the Proposal Enquiries Section. Proposals will be clearly laid out to address the items listed below:

Title page:

o Reference the RFP number and title, the firm's address, the name and number of the contact person and the date of the Proposal.

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Section 1 - Understanding and Methodology:

- The Proponent will outline their understanding of the scope of work and how they will deliver this work, including the following:
 - Clear understanding of the objectives and expected deliverables
 - Proposed methodology for each phase of the deliverables
 - Preference will be given for Proponents that demonstrate an understanding of the Township's specific challenges
 - Innovation and value-added services will be considered an asset

Section 2 - Schedule:

- Provide a schedule that shows completion of the work based on the work plan and methodology provided.
- Preference will be given to Proponents that meet the Township's proposed timeline described above.

Section 3 – Key Staff Qualifications and Roles:

- The Proponent shall provide information on key individuals that will be undertaking this Work and their capacity to complete this Work. This information should highlight how the various individuals will be involved in the Project and their relevant experience. Preference will be given for individuals with directly related experience.
- Capacity of key staff and level of involvement of specialists and experts will be a consideration during scoring.
- If a sub-consultant/contract is to be utilized, this information should also be supplied.
- o The Consultant shall also provide a brief corporate profile, covering the company's history, office location(s,) the corporate operating philosophy, etc.

Section 4 - References:

 Provide a minimum of 3, maximum of 5 selected projects. Preference will be given to Proponents that demonstrate past projects that are similar to this project and demonstrate the Proponent's suitability.

- o Each reference shall contain the following:
 - Name of the contact person.
 - Position of contact person held in the previous project
 - Phone number and email address
 - Project name/description/cost of project
 - Name and role of relevant key staff listed in Section 3

Section 5 – Fee Proposal:

o Provide a fee proposal for the required scope of work that is broken down by deliverable, including rates for the personnel identified in Section 3, a breakdown of hours, and information on all additional rates such as office charge, administration, disbursements, travel (etc.).

Section 6 - Insurance:

 Provide information that details the Proponent's ability to secure insurance that meet the requirements of the request for proposal.

7. EVALUATION CRITERIA

The following criteria outlined below will be utilized in the evaluation of the Proposals.

Criterion	Weighting
Fee Proposal	30%
Key Staff Qualifications	25%
and Roles	
Project Schedule	25%
Understanding and	15%
Methodology	
References	5%

8. ADDITIONAL INFORMATION

The following information has been attached as Appendix A:

• Professional Services Agreement Template

8.1 Site Visit

All Respondents must attend the mandatory site visit to be held on <u>June 27, 2025, at 10:00 am</u>, to at Archie Browning Sports Centre, 1151Esquimalt Road. The site visit is expected to last approximately 1 hour. If the Respondent or representative is ill (or suspected ill), please do not attend the site visit. Tour group will be limited in size, please only one representative per Respondent.

Respondents must register no later than <u>2:00 pm June 26, 2024,</u> by email to <u>dan.henderson@esquimalt.ca</u> to confirm they will be sending a representative to be in attendance.

Respondents will be requested to sign an attendance sheet.

9. GENERAL INSTRUCTIONS FOR THE PROPONENTS

The following instructions, terms and conditions apply to all Proposals related to this Request for Proposal.

9.1 The Corporation of The Township of Esquimalt expressly reserves rights to the following:

- 9.1.1 To accept any Proposal;
- 9.1.2 To reject any and/or all irregularities in the Proposal submitted;
- 9.1.3 To reject any and/or all Proposals;
- 9.1.4 To accept a Proposal that is not the lowest cost;
- 9.1.5 To make decisions with due regard to quality of service and experience, compliance with requirements and any other such factors as may be necessary in the circumstances.
- 9.1.6 To work with any Participant whose Proposal, in the opinion of the Management, is in the best interest of The Township;
- 9.1.7 To cancel or re-issue the RFP.

9.2 All Proposals must be submitted to the Parks and Recreation Department by email to the following:

Dan Henderson Manager of Facilities Email: dan.henderson@esquimalt.ca Telephone: 250-412-8507

No hard copy proposals will be accepted.

The Proposal is to be saved as an email attachment in PDF file format. Do not include your fee in the body of the email, as the attachments will not be opened until after the Proposal closing time.

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- 9.3 Email submissions could be delayed or rejected by the Township's email security system. The onus is on the Proponents to make sure the Township receives the email submission.
- 9.4 A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.
- 9.5 Any Proposal received after the hour and date specified will not be considered and will be returned unopened.
- 9.6 Telephoned or faxed Proposals will not be accepted.
- 9.7 Modification of a Proposal after RFP closing date will result in the return of the Proposal.
- 9.8 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.
- 9.9 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.
- 9.10 While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).
- 9.11 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If The Township elects to reject all responses, The Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.
- 9.12 All documents, reports, proposal submissions, working papers or other materials submitted to The Township shall become the sole and exclusive property of The Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.
- 9.13 Except as expressly and specifically permitted in these General Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

- 9.14 The Proponent warrants that the Proponent is not employed by The Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.
- 9.15 If the Proponent is a company, the Proponent warrants that none of its officers, directors, or employees with authority to bind the company is an immediate relative of employees of The Township, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works.
- 9.16 In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.
- 9.17 If any director, officer, employee, agent, or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer, or employee of The Township with respect to the Proposal, whether before or after the submission of the Proposal, The Township shall be entitled to reject or not accept the Proposal.
- 9.18 The key personnel named in the Proponents RFP response, shall remain in these key positions throughout the project. In the event that key personnel leave the firm, or for any unknown reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement and obtain written consent from The Township. Acceptance of the proposed replacement is at the sole discretion of The Township.
- 9.19 Any and all addendums to this RFP opportunity will be forwarded to all prospective Proponents. It is the sole responsibility of participants to ensure they have provided accurate contact information to receive all addendums prior to RFP closing.
- 9.20 Proponents responding to this competitive process agree to the terms and conditions of the Proposal opportunity as issued by The Township. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.
- 9.21 The Proponent shall indemnify and save harmless The Township and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss, or judgment (including costs, defence expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of The Township's property or facilities.

- 9.22 The Proponent shall waive all rights or subrogation or recourse against The Township as a result of the granting of this contract or the use of The Township's property or facilities.
- 9.23 The Proponent shall indemnify and pay The Township promptly, on demand for any loss or damage to The Township's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.
- 9.24 The successful proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.
- 9.25 The Proponent must be registered and remain in good standing, throughout the terms of this contract with WorkSafeBC and will be required to provide evidence of same.
- 9.26 Insurance
- 9.26.1.1 The Proponent shall, at their own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to The Township with an insurer licensed in British Columbia:
- 9.26.1.2 Comprehensive General Liability Insurance \$2,000,000.00
- 9.26.1.3 Professional Liability

- \$1,000,000.00
- 9.26.2 The Proponent shall provide and maintain Comprehensive General Liability Insurance with a minimum limit of \$2,000,000 and Professional Liability with a minimum limit of \$1,000,000 inclusive per occurrence, for bodily injury, death, and property damage. Such policy shall include:
- 9.26.2.1 The Township and its officers, employees, officials, agents, representatives, and volunteers as Additional Insured
- 9.26.2.2 Cross liability and a waiver of subrogation or recourse against The Township
- 9.26.2.3 Thirty (30) days prior written notice of cancellation or reduction in coverage in favour of The Township, to be delivered by registered mail to the attention of the Risk Manager at the address of Municipal Hall.
- 9.26.3 The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.
- 9.26.4 The Proponent shall provide The Township with a Certificate of Insurance prior to the commencement of the Proponent programs and within two weeks of the

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- expiry date of the policy to evidence renewal of the policy and continuous coverage.
- 9.27 The Township shall be under no obligation to verify that the coverage outlined in Clause 9.25.2 is adequate for the needs of the Proponent
- 9.28 The successful Proponent will enter into a contract in the format as in the attached in Appendix C, including all conditions included in the RFP.
- 9.29 All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.

9.30 BEST OFFER

9.30.1 The Township will notify the successful Proponent that its Proposal has been selected as the Best Offer.

A contract is formed only when the owner and the selected Proponent execute the professional service agreement in Appendix A.