



REQUEST FOR PROPOSAL (RFP)

**DEN DUYF PARK AMENITY BUILDING
CONSTRUCTION MANAGEMENT SERVICES**

RFP NO. #2023-05

November 14, 2023

TABLE OF CONTENTS

PART A – GENERAL

1	DEFINITIONS.....	4
2	BACKGROUND AND INTENT OF THE RFP	4
3	GENERAL CONDITIONS OF THE RFP	4
4	STATEMENT OF REQUIREMENTS	6
5	MATERIALS AVAILABLE TO SUCCESSFUL PROPONENT	6
6	SCHEDULE.....	6
7	PROPOSAL FORMAT AND PREPARATION.....	6
8	PROPOSAL EVALUATION AND SELECTION	7

PART B – PROPOSAL DOCUMENTS

1	PROPONENT IDENTIFICATION.....	9
2	FINANCIAL PROPOSAL.....	10
3	PROPOSED PROJECT SCHEDULE	11
4	TECHNICAL PROPOSAL	12

APPENDICES

APPENDIX A – FORM OF CONTRACT – CCDC 5B *Including Technical Appendices*

**VILLAGE OF PEMBERTON
REQUEST FOR PROPOSAL (RFP)
CONSTRUCTION MANAGENT DEN DUYF PARK AMENITY BUILDING
RFP No. #2023-05**

The Village of Pemberton (“the Village”) is seeking Proposals from a qualified Construction Manager to undertake the construction and commissioning of an amenity building owned by the Village. This building will be located at the Den Duyf Park fields located on Sunstone Way in Pemberton, British Columbia.

The Village has secured a public funding source for the project and anticipates the building budget to be a maximum of \$1.0M including excavation, foundation, building construction, final utility connections, and commissioning.

Submissions are to be made via email, submitted to:

Marco Cusano (Consultant Project Manager) at mcusano@mcelhanney.com

McElhanney and the Village assume no responsibility for failed electronic transmissions.

Proposals must be received by Marco Cusano **no later than 4:00pm (PST) December 8th, 2023.**

Inquiries must be received by Marco Cusano **no later than 4:00 pm (PST) December 1st, 2023.**

No scheduled site meeting is planned for Proponents, but being a public location, Proponents are encouraged to make a site inspection on their own accord during regular business hours.

Submissions will be evaluated based on the Proposal that, in the Village’s opinion offers the best value for the Products and/or Services requested. Considerations will include the proposed scope of work (i.e., final deliverables), quality of design, team qualifications and track record, relevant recent experience, overall project cost, schedule, demonstrated ability to complete the project within the proposed schedule, as well as any other any factors the Village deems to be relevant to the project success. The Village of Pemberton reserves the right to reject any or all proposals; the lowest priced submission will not necessarily be accepted. The Village reserves the right to waive informalities in or reject any or all Proposals or accept the Proposal deemed most favorable to the interest of the Village of Pemberton.

PART A – GENERAL

1 DEFINITIONS

- 1.1 “Agreement” “Contract” “Services Agreement” means a contract that may be issued to formalize with the successful Proponent through a negotiation process with the Village based on the proposal submitted and will incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the Village.
- 1.2 “Village” “Owner” means Village of Pemberton.
- 1.3 “Consultant” “Contractor” “Project Manager” means the person(s), firm(s) or corporation(s) appointed by the Village to carry out all duties, obligations, work and services first contemplated in the Request for Proposal 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 Proposal stage, through evaluation process, execution, and performance of the Design and Construction Services.
- 1.4 “Mandatory” “Must” “Shall” “Will” mean a requirement that must be met.
- 1.5 “Product” means, unless the context requires otherwise, any and all articles, goods, materials, supplies, commodities, machinery, equipment and fixtures to be supplied by the Contractor that comprise a portion of the Services, but specifically excluding facilities, equipment and materials used or constructed to carry out the Services that are not incorporated permanently into the Services.
- 1.6 “Proponent” means responder to this Request for Proposal.
- 1.7 “Proposal” means the submission by the Proponent.
- 1.8 “Provide” “Supply” shall mean provide and pay for, and supply and pay for.
- 1.9 “Request for Proposal” “RFP” shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposal.
- 1.10 “Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

2 BACKGROUND AND INTENT OF THE RFP

- 2.1 The Village is seeking to construct an Amenity Building adjacent to the sport fields in Den Duyf Park located on Sunstone Way on LOT B DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP40824 owned by the Village. The building will provide services and amenity space for the adjacent sports fields and bike park.

3 GENERAL CONDITIONS OF THE RFP

3.1 NO CONTRACTUAL OBLIGATIONS AS A RESULT OF RFP OR PROPOSAL

This is a Request for Proposal, and not a call for tenders or request for binding offers. The Village does not intend to enter into contractual relations as part of this RFP process and no contractual obligations whatsoever will arise between the Village and any Proponent who submits a Proposal in response to this RFP until and unless the Village and a Proponent enter into a formal, written contract for the Proponent to undertake this project.

3.2 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the Village in response to this RFP or as part of any subsequent negotiation will become the property of the Village and will not be returned. Proponents should also be aware that the Village is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA) ("Act"). A Proponent may stipulate in their Proposal that a portion(s) of their Proposal that contains confidential information and are supplied to the Village in confidence. However, under FOIPPA, the Village may nevertheless be obligated to disclose all or part of a response pursuant to a request made under the Act, even if the Proponent has stipulated that part of their Proposal is supplied in confidence. The Proponent should review Section 21 and other provisions of FOIPPA to gain a better understanding of the Village's disclosure responsibilities under the Act.

3.3 CONFIDENTIALITY OF VILLAGE INFORMATION

This RFP and all information provided by the Village to a Proponent is provided on a confidential basis, and Proponents will not disclose any such information to any person (other than the Proponent's legal advisers) without the Village's prior written consent, nor may any Proponent publicize or advertise its involvement with this RFP process or the Village in connection therewith without the prior written consent of the Village.

3.4 PROPONENT'S EXPENSES

For clarity, Proponents will be solely responsible for their own expenses incurred in preparing a Proposal or in any subsequent negotiations with the Village.

3.5 SUBCONTRACTORS

The Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the Village, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement. The Contractor shall be solely responsible for reimbursing any subcontractors, and the Village shall have no obligation to them.

3.6 CONTACTING VILLAGE REPRESENTATIVES

Proponents shall not contact Village elected officials, officers or employees directly or indirectly regarding this RFP, except as indicated in this RFP.

3.7 CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the Village, its elected or appointed officials or employees. The Village may rely on such disclosure. The Village may reject a Proposal from any Proponent that the Village judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the Owner shall be grounds for immediate termination of any agreement or contract with the Owner, in the Owner's sole discretion, without further liability of notice.

3.8 INSURANCE

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the minimum \$5 Million in liability insurance and any other insurances as stipulated in the CCDC-5B Contract, and provide proof of good standing with WorkSafe BC.

3.9 PERMITS AND LICENSES

The successful Proponent will be required to obtain a Village of Pemberton business license prior to commencement of work.

4 STATEMENT OF REQUIREMENTS

4.1 OVERVIEW

The Statement of Requirements contains the overall general functional and performance requirements of the Amenity Building. Additional information is available for reference in the RFP appendices, including conceptual architectural drawings, Building structural drawings, Mechanical drawings, Electrical drawings, Civil site servicing and grading plan, and other pertinent information.

4.2 OBJECTIVES

The Project objective is to provide the Village with a new amenity building for Den Duyf Park, built to all required codes with an emphasis on project schedule, scope, and costs.

The selected Proponent will be responsible for construction, procurement of construction services, coordinating with the Village and possible interested parties including applying for and acquiring all necessary permits.

The Village has a maximum construction budget of \$1,000,000 excluding GST for this amenity building project.

4.3 SCOPE OF WORK

1. Geotechnical Site Preparations: Installation of a foundation system conforming to recommendations of the geotechnical engineer. Note, the site is already pre-loaded; pre-loading will be removed by others.
2. Construction of the amenity building, ground level patio and hardscape area, and utility connections within the proposed hardscape perimeter of the amenity building:
3. The work covered under this project consists of the furnishing of all superintendence, overhead, labour, materials, tools, equipment, insurance, fuel, transportation, and all things necessary for and incidental to the satisfaction of performance and completion of the Amenity Building project in strict accordance with the Specifications and accompanying Drawings and subject to all terms and conditions of the Contract. Built-in fixtures such as stove, fridge, barbeques, sinks, etc. are to be supplied and installed by the Construction Manager; detached furnishings such as chairs, tables, moveable patio equipment, etc. are not in the Construction Manager's scope.
4. Commissioning and Occupancy Permit.
5. Upon completion of the Amenity Building the successful Proponent shall provide a complete set of As-built record drawings and Operations Manual.

5 MATERIALS AVAILABLE TO SUCCESSFUL PROPONENT

Documents noted in the Appendices.

6 SCHEDULE

The successful Proponent must initiate work within 14 days of issuance of Notice to Proceed.

Proponents are to include a proposed preliminary project schedule for construction in their Proposal as requested in Part B section 3.

7 PROPOSAL FORMAT AND PREPARATION

Proposals should be provided on size 8 ½" x 11" pdf, in a font color of black and not less than 11 point. Proposed designs drawings, figures etc. can be included on 11"x17" pdf.

Without limiting the requirements set out below, each Proponent should include in its technical submission proposal information and documentation that reasonably demonstrates and allows the Owner to evaluate whether the Proponent is capable of performing the Construction Managers responsibilities and obligations.

8 PROPOSAL EVALUATION AND SELECTION

The Village of Pemberton will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the Village's opinion offers the best value for the Products and/or Services requested.

The Village is not obligated to accept the lowest priced Proposal or any Proposal and may reject all submissions.

The Village 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.

There shall be no obligation on the part of the Village neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received.

The Village at its discretion, may invite some or all Proponents for an interview to provide clarifications of their Proposals. In such event, the Village will be entitled to consider the answers received in evaluating Proposals.

The Village may award a Contract to the Proponent whose submission, in the Village's sole discretion, provides the best overall value to the Village for the work. In evaluating the overall value to the Village for the work in respect of each submission received, the Village, in addition to price, will have in mind its critical goals of obtaining a high-quality product in accordance with the schedule established under the Request for Proposal documents.

In evaluating overall value, the Village may consider, without limitation, price, qualifications and experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the Village's evaluation of submissions received.

Proposals will be evaluated based on weighted criteria per the table below:

Weighted Criteria	Weight
Comparable Experience	15
Execution Plan	15
Schedule	5
Cost	65
TOTAL	100

Proposed project teams must be capable of completing all identified tasks; the Village will not consider partial submissions.

Once the Preferred Proponent has been identified, the Village will enter into contract discussions to clarify any outstanding issues and agree to contract terms. It is not the Village's intent to revise the Financial Quotation at these discussions unless cost-related adjustments to the Technical Quotation are identified by the Village and/or the Proponent.

If discussions are successful, the Village and the Preferred Proponent will develop a formal contract for contract award and commence the Project. If discussions are unsuccessful, the Village reserves the right to enter into contract discussions with other Proponents, and/or to decide not to award a contract at all.

PART B – PROPOSAL DOCUMENTS

Note: Proponents may complete the following templates or provide their responses in their own format, provided all fields are answered.

1 PROPONENT IDENTIFICATION

Legal Name of Proponent:

Contact Person and Title (Authorized Signatory):

Business Address: _____

Business Telephone:

Business Fax:

Business E-mail Address:

2 FINANCIAL PROPOSAL

Schedule of Prices

Proponents should provide a breakdown of the Contract Price which represents the entire compensation to the Construction Manager by the Owner for any and all costs related to the Work, including but not limited to all fees, cash allowances, contingencies and all duties and taxes, excluding GST payable by the Owner to the Construction Manager.

The Contractor will commence work upon the Owner's issuance of a Notice to Proceed and, unless the Agreement is terminated sooner, will complete the full scope of work on or before October 31st, 2024.

Proponents should provide costing in accordance with Article A-5 Construction Manager's Fee of CCDC 5B-2010:

- Per section 5.2.1 in CCDC 5B-2010. The Construction Manager's Fee for the Services is comprised of a fixed amount of:

\$ _____

- Per section 5.3.1 in CCDC 5B-2010. The Construction Manager's Fee for the Work is comprised of a percentage fee of:

_____% of the Cost of the Work.

Note: the Owner prefers the contract to not include:

1. Service fees that are percentage based or time-based rates, or
2. Work fees that are fixed fee.

- Further to CCDC 5B-2010 section **7.1.23 other costs incurred in the performance of the Work...**, if other costs are proposed, please note here:

3 PROPOSED PROJECT SCHEDULE

The Proponents shall submit a complete Construction Schedule showing anticipated start and completion dates of the construction Activities (in the table below or in other formats).

PRELIMINARY CONSTRUCTION SCHEDULE		
ACTIVITY	START	FINISH
Construction Tender		
Mobilization		
Foundations		
Building Construction		
Inspections		
Deficiencies		
Occupancy		Target October 31st, 2024
SUBSTANTIAL PERFORMANCE	Target: October 31st, 2024	

4 TECHNICAL PROPOSAL

The Proponent shall provide the following information with its Proposal:

4.1 Comparable Experience

The Proponent shall provide information and on its relevant experience and qualifications for the performance of the Work. Proponents should provide project information on Construction Management of three (3) comparable field amenity projects (or other similarly related projects) from within the past 8 years. Proponents are encouraged to provide reference contacts for each historical project.

4.2 Project Execution Plan

The Proponent should provide its overall approach to the execution of the proposed Works as described in the Statement of Requirements including details regarding the following:

- a) A list of proposed key project personnel (Project Manager, Design Manager etc.) with relevant experience and qualifications
- b) Safety plan
- c) Quality plan
- d) Understanding of conceptual design and conformance to performance specifications.
- e) Mobilization plan
- f) Subcontractor management
- g) Site execution, inspections, turnover, and commissioning
- h) Approach to Project approvals and change management
- i) Additional information deemed relevant

APPENDIX A – FORM OF CONTRACT - CCDC 5B
Including Technical Appendices