



2800 Bell Tower
10104 – 103 Avenue NW
Edmonton, AB T5J 0H8
Canada

T 780.428.7850
F 780.424.5815

avisonyoung.com



CONSTRUCTION MANAGEMENT SERVICES: REQUEST FOR PROPOSAL (RFP) City of Beaumont Collaborative Business Innovation Centre (COBIC)

City of Beaumont
5600 - 49 Street
Beaumont, Alberta
T4X 1A1

Issued for Proposal
August 21, 2019

RFP ISSUANCE DATE

August 21, 2019

PROPOSALS DUE

September 10, 2019, 02:00 PM MST



PROJECT TEAM

Owner

City of Beaumont
5600 - 49 Street
Beaumont, Alberta
T4X 1A1

Project Manager

Avison Young Real Estate Inc.
2800 Bell Tower
10104 103 Avenue
Edmonton, Alberta

Architectural Consultant

Suzanne Allard Licenced Interior Design
8003 184 St NW
Edmonton, AB
T5T 4S6

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INSTRUCTIONS TO BIDDERS

1. OVERVIEW

The City of Beaumont is creating a co-working space to meet the needs of Beaumont's small business community. The co-working space will enable small business owners to connect, collaborate and progress their business in a welcoming and energizing space. The space will allow for traditional office business as well as a connecting space for after-hours events. Subscribers, based on their subscription choice, will have access to a desk, an office, café, and meeting spaces along with 24/7 access.

2. PROJECT SUMMARY

This project is a tenant improvement, previously a restaurant, becoming an office setting. The design has retained as much as possible of the previous tenant improvements with a focus on re-use and selective demolition. Economy and schedule are vital to this project for a satisfied owner to be able to deliver their product offering to Beaumont's small business community. To be able to deliver a project that is on budget and on schedule, local trades are recommended.

3. INVITATION TO PROPONENTS

This Request for Proposal ("RFP") is an invitation by Avison Young Real Estate Alberta Inc. ("Avison Young") to prospective proponents to submit proposals for the provision of Construction Management Services for The City of Beaumont. Please submit your bids electronically to scott.varga@avisonyoung.com by the closing date and time listed in this RFP.

4. SCHEDULE OF KEY PROJECT DELIVERABLES

Critical due dates for project activities.

RFP ACTIVITY & PROJECT MILESTONES	DUE DATE	TIME (MST)
Issue RFP	August 21, 2019	-
Site Tour (mandatory)	August 26, 2019	08:30 AM
PROPOSALS DUE	September 10, 2019	02:00 PM
Anticipated Award Business	September 17, 2019	-
Mobilization on site (begin construction)	September 23, 2019	-
Soft Launch (site to be clean)	October 26, 2019	-
Project Handover	October 31, 2019	-

5. PROJECT PROCESS

It is mandatory the Construction Manager competitively bid all scope sections out to a minimum of 3 trades during sub trade tendering. All bid proposal information shall be shared with Avison Young and The City of Beaumont to establish bid leveling and award recommendations. Upon approval and contracting, CM will commence project and perform construction services as stated herein.

INSTRUCTIONS TO BIDDERS

The RFP scoring is proposed as the following:

- Creativity – 10%
- Schedule – 30%
- Price – 30%
- Experience – 20%
- Value-add – 10%

6. BID SUBMISSION REQUIREMENTS

Proposals shall provide and identify all the following as part of the bid, including the information outlined in Appendix B:

- 6.1. Fill in all applicable areas in the bid form to this RFP for each discipline requested via email. BID DOCUMENTS NOT COMPLETED IN FULL MAY BE REJECTED.
- 6.2. Indicate how you intend to coordinate this project including anticipated meetings, site visits, and verification of site conditions.
- 6.3. Identify anticipated Project Team member names including resumes or documentation from any consultants or engineers.
- 6.4. Provide a project summary for three (3) recently completed similar size and type of projects.
- 6.5. List any sub consultants used on the referenced projects and their roles.
- 6.6. Provide three (3) unique client references (name, position, phone number, email) from any of the included referenced projects.
- 6.7. An acknowledgement of none or number of addenda have been received.
- 6.8. Cover letter with a signature of an authorized representative of the company, binding the bid for 90 days.

7. SCOPE OF SERVICES

In addition to the typical obligations and responsibilities required of the Construction Manager, (CM) as defined in the contract documents, the CM will be required to perform the following:

CONSTRUCTION SERVICES & PROJECT CLOSE-OUT

- 7.1. Establish the Construction Manager as the “constructor” on the site, including a Health and Safety program and MOL responsibilities for all on site activities and trades.
- 7.2. Provide full time supervision for the duration of the project or as project warrants.
- 7.3. Apply, submit, and obtain all necessary Permits (Building Permit, Fire Sprinkler Permit, Electromagnetic Lock Permit, etc) as required to complete the scope of work.

INSTRUCTIONS TO BIDDERS

- 7.4. Onboarding of required consultants (Architect of Record, Certified Professional, or equal) shall be arranged by the CM if required for permit application. Any fees pertaining to onboarding required professionals to be included in the bid.
 - a. Permit application fees shall form part of the work and to be included in the bid.
 - b. Application for permit to be started immediately upon award of CM contract (and receiving of Issue for Permit Drawings).
 - c. Building permit inspection costs shall form part of the work and be included in the bid.
- 7.5. Mobilize on the site providing dedicated supervision and labour personnel as required by the scope of work.
- 7.6. Schedule, attend, chair, and document job progress and weekly construction meetings with the Project Team, and other meetings as required, both prior to, during, and after construction. CM will be responsible for issuing weekly construction meeting minutes with actionable tasks with deadlines. Minutes are to be issued to project team within (48) hours after the site meeting.
- 7.7. The CM's site supervisor (or project manager) will be required to attend the weekly project team meetings as well as conference calls (as required) commencing the week following award.
- 7.8. CM shall upload daily photos of progress to online cloud-based platform.
- 7.9. Establish a Field Office with table(s), chairs, and speakerphone with conference dial in phone number (bridge), if project size or duration warrants.
- 7.10. Solicit, qualify, retain, and coordinate the work of mandatory (as required) landlord base building sub trades and own forces for an as efficient as possible execution of work.
- 7.11. The preferred and mandatory base building sub trades are listed in the attached Construction Manual.
- 7.12. The CM shall comply with of the Construction Manual in its entirety.
- 7.13. Anticipate for regular working hours from 8:00am – 6:00pm Monday through Friday, but subject to change based on City of Beaumont's restrictions.
- 7.14. Any approved work shall be carried out outside of regular working hours, subject to change based on City of Beaumont's restriction.
- 7.15. Fully coordinate all aspects of construction to architectural plans, ensuring that work proceeds in proper sequence; ensure review of complete architectural and engineering plans and specifications by subcontractors to eliminate conflicts and discrepancies.
- 7.16. Cooperate, coordinate and provide access to the client retained forces including but not limited to the installation of fixtures, furniture, equipment, security, audio visual and communications cable prior to project hand over date.
- 7.17. Coordinate, and expedite as necessary, construction field inspections.
- 7.18. Submit plans to governmental agencies as required for approval and provide follow-up as necessary to receive permits inspections, and/or certificates of occupancy on an expedited basis.
- 7.19. CM to Coordinate, maintain and issue weekly updates of all Requests For Information (RFI's), Bulletin and Change Order Logs, updated weekly project schedule and meeting minutes during the course of the project.
- 7.20. CM shall publish a project schedule and update it weekly. The schedule will include all significant activities, durations and milestones to complete the entire scope of work.
- 7.21. CM is required to include a preliminary schedule with this RFP.
- 7.22. CM shall initiate, monitor, and lead the jobsite quality control program. A written Quality Control Program shall be produced by the Contractor and included with the scopes of work for all trade contractors.
- 7.23. CM will self-inspect the work of others as it progresses and assure project construction document compliance.

INSTRUCTIONS TO BIDDERS

- 7.24. CM will promote and ensure a safe, clean work place. CM shall provide Project Manager with a written project-wide safety program with each of the Trade Contractors scope of work and require their compliance with this safety program. CM must comply with all provisions of the Occupational Health and Safety Act, (SA 2017 cO-2.1) – official online version (in effect June 1, 2018).
- 7.25. CM will administer requested changes and will respond promptly, within (48) hours, with pricing and any schedule impacts in response to each Change Proposal request, before formulating a contract change order
- 7.26. Continuously update the budget with actual/forecasted information against the approved contract amount and provide timely and accurate reports. Tenant and Project Team shall have access to all subcontracts, change orders and other cost information
- 7.27. Coordinate with testing agency, regulatory agencies and outside inspections, if required.
- 7.28. Project closeout activities including but not limited to:
 - a. As-built documentation;
 - b. Sign offs from all Authorities Having Jurisdiction;
 - c. Close out documents of building permit process;
 - d. Warranties;
 - e. Letters of compliance/performance from all consultants;
 - f. Pre-punch and deficiency punch lists;
 - g. Completed commissioning (and related reports), start up, training, and operational manuals;
 - h. Verification documents for all life safety systems;
 - i. Sign off from the Landlord of the acceptance of the work;
 - j. Statutory Declarations;
 - k. Evidence of Form 6 published in Daily Commercial News;

8. MISCELLANEOUS PROVISIONS

- 8.1. PAYMENT ADMINISTRATION
 - a. Avison Young will administer your Agreement for Services. Invoices will be submitted on a specific day of each month as agreed upon and shall be accordance with the following:
 - b. One PDF invoice shall be submitted to Avison Young Project Manager for review, approval or other appropriate action. Once approved, the invoice will be submitted to The Client for payment in accordance with the provisions of the contract.
 - c. Each invoice (except for the first invoice) must be accompanied by contractor and sub-contractor lien releases (statutory declaration), conditional for monies to be received and unconditional for monies previously received statutory declaration for previous payments.
 - d. Invoices are required to be addressed as follows:
City of Beaumont
5600 - 49 Street
Beaumont, Alberta
T4X 1A1
 - e. Invoices are required to be emailed to the following individuals:
Scott Varga – scott.varga@avisonyoung.com
- 8.2. CHANGES TO THE SCOPE OF THE WORK

INSTRUCTIONS TO BIDDERS

- a. Any and all additions to the project schedule, or budget, must be approved in writing prior to the execution of said changes.
- 8.3. FORM OF CONTRACT
 - a. The City of Beaumont will hold the contract for construction services. The successful CM firm will enter into a CCDC-5B contract directly with Client with option to convert to CCDC-2. Supplementary Conditions from The City of Beaumont will be incorporated to the CCDC-5B prior to contract agreement.
- 8.4. INDEMNIFICATION AND INSURANCE
 - a. Reference Appendix E – Insurance for additional information
- SUBMISSION OF PROPOSAL
Please submit 1 PDF proposal package emailed to:
Scott Varga, Senior Project Manager, Avison Young
scott.varga@avisonyoung.com
- 8.5. GENERAL REQUIREMENTS
 - a. No consideration will be given to late proposals.
 - b. All Qualifications Information must be submitted in accordance with the instructions in Section IV of this Request for Proposal.
 - c. Addenda (if any) will be issued to all proponents by email only. No addenda will be issued within 24 hours of closing without an extension of the closing.
 - d. All cost and expense incurred by the bidder, in preparing and submitting bids for this Work, are to be borne by bidder with no expense incurred by Owner or Project Team.
 - e. There will not be a de-brief after the RFP closes.
 - f. The lowest cost bid will not necessarily be named the successful proponent.
 - g. The City of Beaumont has the ability to adjust the scope to ensure budget compliance at any time during the project.
 - h. The Client/Project Manager has evaluation criteria that includes price, reputation, availability, creativity, value-add, community-focused and thoroughness.
 - i. The Client/Project Manager reserves the right to interview selected proponents following the closing of the tender (if required).
 - j. Project Team reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous.
 - k. Project Team reserves the right to waive any and all irregularities in the bids and bidding, and to reject any and all proposals at their sole discretion.
 - l. Prior to submitting a proposal, CM shall visit the premises for mandatory site walk through at a specified timeframe where the Work is to be completed. CM shall familiarize themselves with building conditions and layout.
 - m. Following submission, proposals shall be thoroughly evaluated for completeness and conformance to the requirements of the project. In the event that discrepancies are noted, or expanded detail required, specific contractors may be requested to issue corrections to ensure the accuracy of the information provided. All results shall be held in confidence at the discretion of the Project Team.
 - n. In the event that CM subsequently fails or refuses to provide required information, bonds, certificates of insurance, or otherwise comply with the requirements of the contract for construction award, Owner may elect to award the contract to another qualified bidder.
 - o. Any addenda issued during the bidding period are to be included and acknowledged in the proposal and are to be considered a part of the contract documents.



INSTRUCTIONS TO BIDDERS

- p. All proposals received shall remain in effect for a period of ninety (90) days from the date of the proposal.
- q. It shall be understood that bidder has visited the site and understands the conditions under which the Work will be done. CM additionally acknowledges that all conditions have been considered in the base bid and scheduling of the Work. No plea of ignorance of conditions that exist, or difficulties encountered in the execution of Work under the bid documents, will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail of all the requirements of the bid documents. This also applies to any claim whatsoever for extra compensation or for any extension of time.
- r. CM will provide a separate breakdown of costs to accelerate work on an overtime basis if requested by the client.
- s. Contractors shall clearly indicate all exclusions, allowances, qualifications or exceptions to their proposals.
- t. RFI's to this tender must be submitted by email to only:
Scott Varga – scott.varga@avisonyoung.com

9. CONFIDENTIALITY

All information included in this RFP is confidential and only for the recipients' knowledge and is governed by the Confidentiality Agreement entered between Avison Young, The City of Beaumont and the supplier effective upon receipt of this RFP. No information in this document or in discussions connected to it may be disclosed to any other party. The information contained in this document is provided solely to assist suppliers in preparing a proposal. This document remains the property of Avison Young and The City of Beaumont and shall not be duplicated or distributed to any other third party without the prior written consent of Avison Young and The City of Beaumont. No representations or warranties are made concerning the completeness or accuracy of information contained in this RFP. All proposals, presentations, and supporting materials submitted in this solicitation will be treated with confidentiality and used solely for the purpose of selecting suppliers.

[-END-]



APPENDIX A – CONSTRUCTION CONTRACT – CCDC 5B

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1. PROPONENT INFORMATION

Please fill out the following form, and name one person to be contacted for the RFP process and for any clarifications or communications that might be necessary.

Full Legal Name of Proponent	
Street Address	
City, Province	
Postal Code	
Phone Number	
Fax Number	
Company Website	
Proponent Contact Person	
Title	
Contact Person Phone	
Contact Person Email	

2. OFFER

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the proposed rates as submitted.

3. RATES

The proponent has submitted its rates in accordance with the instructions in the RFP.

4. DISCLOSURE OF INFORMATION

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Avison Young to The City of Beaumont for the purpose of evaluating or participating in the evaluation of this proposal.



APPENDIX B– BID FORM

5. PROPOSAL IRREVOCABLE

The proponent agrees that its Proposal shall be irrevocable for a period of ninety (90) days following the Submission Deadline.

6. ENTER INTO CONTRACT

The proponent agrees that in the event its proposal is selected by Avison Young and The City of Beaumont, in whole or in part, it will enter into the Contract based on the accordance with the terms of this RFP.

7. ADDENDA

The proponent is deemed to have read and accepted all addenda issued by The City of Beaumont prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposals based in the addenda. The proponent is requested to confirm that it has received all addenda by completing the statement below:

The proponent has received addendum/addenda numbers ____ to ____, inclusive, and all changes specified therein have been included in the proponent's pricing. Proponents who fail to complete this section will be deemed to have received all issued addenda.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

APPENDIX C- SUBTRADE TENDERING BID FORM TEMPLATE SAMPLE

BUDGET PROPOSAL				
CLIENT Main Bank				
PROJECT Pearsons				
DATE May 5, 2017				
RSF 3,084				
AVISON YOUNG PROJECT BUDGET				
DESCRIPTION	Cost	\$/SF	Notes	
1001 General Conditions	\$35,132	\$11.39		
2050 Demolition	\$500	\$0.16		
6100 Rough Carpentry	\$240	\$0.08	4 X 4 Fire treated and painted plywood	
7200 Insulation	\$1,622	\$0.53		
7250 Fireproofing	\$1,520	\$0.49	Allowance	
7900 Caulking	\$2,500	\$0.81	Allowance	
9250 Drywall	\$42,698	\$13.85		
9500 Ceiling	\$7,543	\$2.45		
9901 Graphics	\$1,500	\$0.49	Allowance - Labor to install signage.	
8200 Doors/Frames Labor	\$476	\$0.15		
8200 Doors/Frames Material	\$21,354	\$6.92		
8800 Glass	\$7,017	\$2.28		
9680 Flooring Material	\$11,597	\$3.76		
9680 Flooring Labor	\$3,500	\$1.13		
9900 Paint and Wall Covering	\$5,670	\$1.84		
12500 Window Coverings	\$6,209	\$2.01		
15300 Fire Sprinkler	\$4,420	\$1.43		
15301 Fire Extinguisher	\$225	\$0.07		
15400 Plumbing	\$1,275	\$0.41	Condensate for units.	
15500 Mechanical(HVAC)	\$28,025	\$9.09		
16000 Electrical	\$34,653	\$11.24		
16000 Electrical Light fixtures	\$10,110	\$3.28		
16100 Security	\$2,750	\$0.89	AlPhone JK Series Intercom System	
Permit	\$4,600	\$1.49		
After Hour & Weekend Labor	\$5,000	\$1.62	Allowance	
Subtotal	\$241,836	\$78.42		
OH and Profit @ 7%	\$16,929	\$5.49		
Subtotal	\$258,764	\$83.91		
NMGRT @ 7.8175%	\$20,229	\$6.56	New Mexico gross receipts tax.	
Total	\$278,993	\$90.46		
20000	HARD COST SUB TOTAL	\$278,993	\$90.46	
CHANGE ORDER MARK UP				
Add	General Conditions %	10		
	Fee %	5		
Deduct	General Conditions %	7.5		
	Fee %	2.5		
ALTERNATES				
	Deduct for Drywall detail V-3:	(\$2,843.00)		

APPENDIX D– OWNER REQUIREMENTS**Payment Terms & Conditions**

1. The Landlord may be the paying agent for Tenant and shall have no other obligation to the Construction Manager, Tenant directly, or through the Construction Manager, shall submit a request for payment (“Request for Payment”).
2. The Landlord or its representative shall have the right to inspect at any time the work related to the Tenant Improvements to determine if the work and materials have been performed in accordance with the Approved Plans. Landlord shall be entitled to hire a construction manager or consultant at Landlord's sole expense for such inspections and to oversee the Tenant Improvements.
3. The Landlord shall, within five (5) business days of the receipt of (i) a Request for Payment, (ii) lien releases (statutory declaration) for all work performed to date relating to the Tenant Improvements, (iii) a certificate by Tenant’s architect that the work performed to date has been performed substantially in accordance with the Approved Plans, and (iv) copies of any required governmental approval or inspection for the Work, fund such advance, either by way of a check to the Construction Manager or the party who has performed the labor or supplied the materials, as directed by the Construction Manager on behalf of Owner.
4. The Landlord shall have the right at any time to verify the accuracy or validity of the Request for Payment.
5. The Owner will release payments to the CM in accordance with the following schedule:
 - a) 20% upon completion of 1st four weeks of construction paid within 10 days of receipt of information described in Article A-9 Payment.
 - b) 20% upon completion of 2nd four weeks of construction paid within 10 days of receipt of information described in Article A-9 Payment.
 - c) 50% upon successful substantial performance of the project paid within 15 days of receipt of information described in Article A-9 Payment. For the project to comply with substantial performance it must be available to occupy for its intended use and the have received either the Certificate of Occupancy or Temporary Certificate of Occupancy from the governing building and fire authorities.
 - d) Remaining 10% plus all approved change order amounts after Owner and Project Manager approval of project punch list and closeout requirements, paid within 15 days of receipt of information described in Article A-9 Payment.

Subcontractor Approval

Before commencing construction, the Construction Manager shall submit the names of any material subcontractor for Owner reasonable approval. If Owner shall reject any material subcontractor, Owner shall advise Construction Manager to submit another selection to Owner for Owner’s approval.

Materials and Workmanship

1. Except as otherwise set forth in the Approved Plans with respect to the Work, all equipment and installations must be equal to the Building standard and all materials shall be new, commercial grade and of first-class quality.
2. Alterations shall be constructed in a professional, first-class and workmanlike manner.
3. With respect to the Work, the Construction Manager shall guarantee all materials and workmanship against defects for a period of not less than one (1) year from installation. Construction Manager shall promptly cause such repairs, replacements or adjustments to be made to the alterations as are necessary to eliminate any such interference at Construction Manager’s sole cost and expense.



APPENDIX D– OWNER REQUIREMENTS

See CCDC-5B for requirements.

APPENDIX E– INSURANCE

Before commencing construction, the Contractor will deliver to the Owner:

1. Contractor agrees to indemnify and save harmless the Owner and all of their respective officers, employees and agents, from and against any claims, demands, suits, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or in connection with the Work (and/or imposed by law upon any or all of them) because of personal injuries, including death, at any time resulting there from and loss of or damage to property, including consequential damages for all injuries to person or property due to negligence of the Contractor.
2. Contractor shall provide and maintain at its own expense, until completion of the Work, the following insurance:
 - a. Workmen's Compensation and Employer's Liability Insurance covering each and every workman employed in, about or upon the Work, as provided for in each and every statute applicable to Workmen's Compensation and Employers' Liability Insurance.
 - b. Commercial General Liability Insurance including coverages for Protective and Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement) for not less than the following limits:

Bodily Injury: \$2,000,000 per person
\$2,000,000 per occurrence
Property Damage: \$2,000,000 per occurrence
\$2,000,000 aggregate
 - c. Commercial Automobile Liability Insurance (covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Work) for not less than the following limits:

Bodily Injury: \$2,000,000 per person
\$2,000,000 per occurrence
Property Damage: \$2,000,000 per occurrence
3. Contractor shall furnish a certificate from its insurance carrier or carriers to the Owner before commencing the Work, showing that it has complied with the above requirements regarding insurance and providing that the insurer will give Owner thirty (30) days' prior written notice of the cancellation of any of the foregoing policies.
4. The insurance provided in (b) and (c) above shall include Owner as an additional insured.
5. Contractor shall require all of its subcontractors engaged in the Work to provide the following insurance:
 - a. Commercial General Liability Insurance including Protective and Contractual Liability coverages with limits of liability at least equal to the limits stated in paragraph 3(b).
 - b. Commercial Automobile Liability Insurance (covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Work) with limits of liability at least equal to the limits stated in paragraph 3(c).



APPENDIX E– INSURANCE

6. Upon the request of Owner, Contractor shall require all of its subcontractors engaged in the Work to execute an Insurance Requirements Agreement in the same form as this Agreement.



APPENDIX F—DRAWINGS