



Where History and Innovation Thrive

REQUEST FOR PROPOSAL

DCS-MP-2005-01 Addendum #3

**MULTIPLEX COMMUNITY CENTRE
FOR
THE CITY OF KINGSTON**

Please submit ORIGINAL AND TWELVE (12) complete copies of each proposal using the attached forms, in a sealed envelope quoting above proposal number and closing date; and forward before 3:00:00 p.m. local time, **Wednesday July 12, 2006** to:

City Clerk
The Corporation of the City of Kingston
City Hall Building
216 Ontario Street
KINGSTON, Ontario
K7L 2Z3

RFP No. DCS- MP-2005-01 Addendum #3
Closing Date: 3:00:00 p.m. Wednesday July 12, 2006

Proposals must be received before the above mentioned time and date, and in accordance with the attached RFP forms, Specifications, Instructions to Vendors, and Standard Terms and Conditions.

Contacts:

Cynthia Beach
Sustainability and Growth Group
Fax: 542-1332
Email: cbeach@cityofkingston.ca

City of Kingston

REQUEST FOR PROPOSAL – RFP No. DCS-MP-2005-01 ADDENDUM #3

Multiplex Community Centre Project

TABLE OF CONTENTS

| | | |
|------|--|----|
| A. | THE PROJECT AND PROPOSALS..... | 5 |
| 1.0 | Introduction..... | 5 |
| 2.0 | Term Of The Project..... | 6 |
| 3.0 | RFP Schedule | 6 |
| 4.0 | Project Authority And Involvement..... | 6 |
| 5.0 | Project Partners And Stakeholders..... | 6 |
| 6.0 | Inquiries..... | 7 |
| 7.0 | Proposal Content..... | 7 |
| 8.0 | Evaluation Of Proposals..... | 8 |
| 9.0 | Submission Of Proposals | 10 |
| B. | PROJECT REQUIREMENTS..... | 11 |
| 1.0 | Introduction..... | 11 |
| 2.0 | Project Costs..... | 11 |
| 3.0 | Background Of The Project..... | 11 |
| 4.0 | Available City Resources | 11 |
| 5.0 | Objectives | 12 |
| 6.0 | Assumptions / Requirements..... | 12 |
| 7.0 | Resource Requirements | 16 |
| 8.0 | Milestones And Results | 16 |
| 9.0 | Interim And Final Reporting | 17 |
| 10.0 | Formal Contract | 17 |
| 11.0 | Letter Of Intent | 17 |
| C. | GENERAL TERMS AND CONDITIONS | 18 |
| 1. | Improper Delivery | 18 |
| 2. | Signing Requirements..... | 18 |
| 3. | Applicable Law | 18 |
| 4. | City Not Liable For Rfp Costs..... | 18 |
| 5. | Required Warranties | 18 |
| 6. | No Obligation To Contract..... | 19 |
| 7. | Contract Payments | 20 |
| 8. | Limitation Of Liability | 20 |
| 9. | Dispute..... | 20 |
| 10. | No Assignment..... | 20 |
| 11. | Fit For Use..... | 20 |

| | | |
|------|--|----|
| 12. | No implied Waiver | 20 |
| 13. | Governing Law | 20 |
| 14. | Force Majeur | 20 |
| 15. | Deemed Satisfaction as to Submission | 20 |
| 16. | Default under Project | 21 |
| 17. | Title and IP Right to the Work | 21 |
| 18. | Insurance | 21 |
| 19. | Enforcement..... | 21 |
| 20. | Opening Process | 21 |
| 21. | Payment Certifier | 21 |
| 22. | Authority of the Owner’s Consultant..... | 22 |
| 23. | Change Orders and Change Directives | 22 |
| D. | FORM OF IRREVOCABLE OFFER | 23 |
| E. | DEFINITIONS..... | 24 |
| F. | PROGRAM REQUIREMENTS..... | 26 |
| G. | SUBMISSION REQUIREMENTS..... | 31 |
| 1.0 | General Submission And Content..... | 31 |
| 2.0 | Submission Forms | 31 |
| 3.0 | Management Plan..... | 31 |
| 4.0 | Project Schedule..... | 31 |
| 5.0 | Site Plan..... | 31 |
| 6.0 | Building Design And Outline Specifications | 32 |
| 7.0 | Accessibility..... | 34 |
| 8.0 | Mechanical Design And Report | 35 |
| 9.0 | Electrical Design And Report..... | 36 |
| 10.0 | Urban Design..... | 37 |
| 11.0 | Conformance To Functional Space Program | 38 |
| 12.0 | Qa/Qc Program..... | 38 |
| 13.0 | Leed® Classification And Silver Design..... | 38 |
| 14.0 | Insurance Coverage | 38 |
| 15.0 | Proposal Price | 39 |
| H. | PROJECT APPROVALS AND PERMITS | 40 |
| 1.0 | Council Approval..... | 40 |
| 2.0 | Design Submission And Approvals..... | 40 |
| 3.0 | Site Plan Agreement | 40 |
| 4.0 | Development Charges | 40 |
| 5.0 | Building Permits | 40 |
| 6.0 | Impost Fees | 40 |
| 7.0 | Street Closure Permits..... | 40 |
| 8.0 | Antiquities And Collectables | 41 |

APPENDIX A – General Requirements

APPENDIX B – Design Requirements, Functional Space Program Room Data Sheets

APPENDIX C – Performance Specifications

APPENDIX D – Site Plan Design Guidelines

APPENDIX E – Preliminary Legal Survey

APPENDIX F – Geotechnical Investigations

APPENDIX G – Topographical Survey

APPENDIX H – Tree Assessment Overview

APPENDIX I – Site Servicing Drawings

APPENDIX J – Site Zoning Amendment

PROPOSAL FORM

ADDENDUM NO. 3

This Addendum shall replace all requirements and conditions stated in RFP No. DCS-MP-2005-01 and Addendum 1 and 2

A. THE PROJECT AND PROPOSALS

1.0 INTRODUCTION

The Council for the Corporation of the City of Kingston has a vision for the development of a multi-use community centre to serve the current and future needs of the residents of this vibrant, growing community of 120,000 and its many visitors.

Residents, business owners and visitors alike have called on City Council to make a significant investment in the culture, parks and recreational infrastructure of this community. As a result, Council has made culture, parks and recreation one of its top three strategic priority areas for ongoing municipal investment.

City Council sees capital investment in culture, parks and recreation as a central element of maintaining and further enhancing the physical, social and economic well being of the community. It is pursuing a number of significant projects including a 5,000 seat Large Venue Entertainment Centre, Grand Theatre renovations, Market Square rejuvenation, and the Multiplex Community Centre Project that is the subject of this Request for Proposal.

To be developed over time in phases, the Multiplex Community Centre is envisioned to be a social, recreational and cultural focal point for the community now and well into the future; one that will grow and the elements of which will evolve as the needs of the community change. Council intends this facility to complement or supplement – not compete with – its investments in the other facilities noted above. The City is seeking innovative and fiscally sustainable options for developing the community centre project, and has chosen a Design-Build solution for designing and constructing the centre.

The requirements for responses to this Request for Proposal (“RFP”) Addendum 3 are as described in this document.

The purpose of this Design-Build RFP (Addendum No. 3) is to identify the most qualified Design-Build Team, through a structured, open and competitive process, to work with the City of Kingston, its staff, outside consultants and the facility’s operator in creating the Multiplex Community Centre.

This RFP (Addendum No. 3) is the third part of the identification process and has been issued only to the Proponents qualified from the Request for Information and Request for Proposal stages. Proposals from any other source will be rejected.

The RFP (Addendum No. 3) is intended to provide the Proponents with enough relevant information about the facility’s requirements that they will be able to demonstrate their understanding of the project in the form of preliminary design drawings and specifications. A firm lump sum construction price is solicited based on the information contained herein and must be inclusive of the intent indicated by the Proponent’s preliminary design drawings and specifications. The Stipulated Price stated in the Price Proposal shall be inclusive of all design consultants’ fees and contract administration costs as well as management costs.

2.0 TERM OF THE PROJECT

It is expected that the design and construction of a Multiplex Community Centre will take between 12 to 18 months from the date of final selection by the Council of the Corporation of the City of Kingston of the successful Design-Build contractor and the commencement date. It is planned the Project will commence no later than the third quarter of 2006. The construction substantial completion of the identified scope of the Multiplex Community Centre Project is to be no later than February 2008. Later phases of construction may also be authorized subject to approval by Council.

3.0 RFP SCHEDULE

The RFP (Addendum 3) process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion

| | |
|---------------------------------------|----------------------------|
| RFP Released: | May 19, 2006 |
| Bidders' Conference: | 1:00 p.m. June 2, 2006 |
| Deadline for Submitting Questions: | 1:00 p.m. June 21, 2006 |
| Deadline for Responding to Questions: | 3:00 p.m. June 28, 2006 |
| RFP Closes: | 3:00 p.m. July 12, 2006 |
| Formal Presentation by Proponents | July 24 to 28 if requested |
| Award of design-build contract: | Approximately August, 2006 |

The City may issue a Letter of Intent to the successful Proponent prior to the issuance of a formal contract in order that the building design may commence while final contract negotiations and preparations take place.

4.0 PROJECT AUTHORITY AND INVOLVEMENT

The selection of any successful Proponent will be by Kingston City Council upon review and recommendation to it by a Steering Committee made up of five Councillors of the City of Kingston. Final approval rests with City Council. Council shall only be bound by formally entering into a contract to the satisfaction of the Legal Services Division.

This RFP (Addendum No. 3) is administered by Sustainability and Growth Group on behalf of Council and the MCCP Steering Committee, of the City of Kingston. Support for the Project is provided by a Community Advisory Group as well as a Technical Advisory Committee, both of which report to and provide input to the MCCP Steering Committee.

All inquiries in regard to this Request for Proposal must be directed only as specified in section 6.0 of this document and not to any of the parties listed above.

5.0 PROJECT PARTNERS AND STAKEHOLDERS

There are no project partners or stakeholders for this Project. Any final decision-making authority rests with Kingston City Council.

6.0 INQUIRIES

All inquiries and requests for clarification shall be made in writing to and only to the Project Lead. All questions will be formally answered and distributed to all Proponents. Requests for clarification shall in the form of letter, fax or electronic media. The Project Lead or designate can be reached at the following City of Kingston address:

Cynthia Beach,
Commissioner Growth and Sustainability,
216 Ontario Street, Kingston, ON K7L 2Z3
Fax: 542-1332
Email: cbeach@cityofkingston.ca

Any clarification of this document or request for additional information must be received by 1:00 p.m. June 21, 2006

7.0 PROPOSAL CONTENT

This section to read in conjunction with Section G – Submission Requirements

Respondents to this RFP (Addendum 3) are required to submit the information considered necessary to demonstrate to the Evaluation Committee that the Respondent will make the best partner with the City and that its Proposal differentiates its services from the other proponents. Respondents should not assume that members of the Evaluation Committee are familiar in any way with the Respondent. Respondents are not permitted to communicate with any members of the Evaluation Committee. Proposals must be complete and comprehensive to ensure that all relevant information is made available to the Evaluation Committee.

Each proposal submitted must include a demonstrated understanding of the objectives, scope and particulars as set out in this Request for Proposal as well as a clear statement as to the actual total price, including the following:

- a. Submissions shall be in both paper and digital format. Each proponent shall provide 12 copies of the Paper submission, 5 CD-ROM, and 5 sets of the full size drawings.
 - i. Paper – on 8 1/2 x 11 inch paper, bound, pages numbered with text divided into sections addressing the requirements set out herein in a logical manner reflecting the requirements of this RFP. (Addendum No. 3) Reduced drawings and schedules may be presented on 11 x 17 inch paper.
 - ii. Digital – on CD-ROM in pdf format mirroring the content of the paper version of the submission with all mapping according to section 7(4)(g) below. Drawings to be full size pdf format.
 - iii. Drawings – Full size drawings at the scales indicated can be provided on paper size of the proponents choice.
- b. Responses to each question or requirement set out in this RFP (Addendum No. 3) including in each of the appendices attached hereto. All required responses must be provided. Unsubstantive or repetitive blanket statements such as “read and understood” shall be considered non-responsive.

- c. A Management Plan setting out the specific approach taken by the Proponent when approaching Design-Build projects of this nature, including its design philosophies and what is envisioned for the Multiplex Community Centre Project in the context as outlined in Section G – Submission Requirements of this document.
 - i. Ideas, concepts, plans regarding the design of the Multiplex
 - ii. Description of the framework/ process that will be followed by the Proponent;
 - iii. Proposed timeframes;
 - iv. Proposed method of compensation (complete range and discussion of the assumptions and variables inherent within this request for information and project)
- d. Submissions shall provide a corporate profile, including:
 - i. the legal name and form of the Proponent and its design partner or, in the case of a consortium, the legal name and form of all consortium member firms;
 - ii. company and design partner profile or profiles, specifying parent companies if applicable, including years in business and an indication of financial stability;
 - iii. an overview of Proponent's and design partner's experience in providing similar services or goods to the public sector;
 - iv. key personnel that will be dedicated to the M CCP;
 - v. an overview of the plan for the Project
 - vi. any other relevant proponent information.
- e. Submissions
Submissions must provide at the outset of the Proposal a clear statement of cost reflecting the total all inclusive upset cost in 2006/ 2007 Canadian dollars including applicable taxes, shipping, disbursements and all other related charges.
Submissions must include a completed Form of Proposal
- f. All mapping provided with each proposal shall be in a format which may be read and analyzed by the Information Systems Division of the City of Kingston. Proponents can deliver the data in either AutoCad or ESRI format but they must deliver the data in the correct projection (UTM NAD 27/76). The City of Kingston GIS databases are geo-referenced to Universal Transverse Mercator (UTM) projection (Zone 18) using co-ordinate values in metres, based on North American Datum 1927 1976 adjustment. Core GIS databases are stored in both AutoCAD (.dwg) and ESRI (.shp) formats and maintained at 1:2000 resolution.
- g. Proposal content is subject to the disclosure requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Proponents requiring to not disclose information in the nature of a commercial trade secret must identify it as such. The Corporation of the City of Kingston cannot warrant that such information may not be disclosed at any point in time pursuant to third party applications under the Act.

8.0 EVALUATION OF PROPOSALS

A Technical Evaluation Committee in accordance with the established evaluation criteria listed below will evaluate all submissions. The Technical Evaluation Committee will be made up of the Project Director, City Staff and other consultants as required. The selection of the successful Proponent will be by Council upon review and recommendation to it by the Technical Evaluation Committee.

The evaluation criteria will assist the Technical Evaluation Committee in rating each submission in a consistent and fair fashion. The evaluation criteria will be scored as shown in the Table below.

| Criterion | Total |
|---|--------------|
| Organization and Coherence | 5 |
| Management Plan | 45 |
| Project Schedule | 20 |
| Site Plan | 30 |
| Building Design and Specifications | 75 |
| Accessibility | 15 |
| Mechanical Design | 65 |
| Electrical Design | 65 |
| Urban Design | 10 |
| Functional Space Program | 30 |
| QA/QC Program | 10 |
| LEED [®] | 30 |
| O & M Cost Estimates | 45 |
| Proposal Price | 155 |
| TOTAL | 600 |

Each criterion is described in full detail in Section G of this document.

Proponents may be requested to make a formal presentation of its design concepts, vision, construction planning, project management approach, quality control techniques and value added features to the Technical Evaluation Committee as part of the evaluation process. All costs associated with such presentations are to be included in the Proposal Price. The Technical Evaluation Committee may recommend a short list of two Proponents to participate in Proposal negotiations.

The City of Kingston reserves the right to select any number of Proponents for a further stage of evaluation.

Each invited Proponent will be required to provide documents of the following nature for open review by the public:

- a) a summary of the overall Proposal;
- b) diagrams and charts and other presentation material; that can be posted on the City of Kingston website or reproduced as part of Committee or Council agendas.
- c) such further information as the City deems appropriate in its invitation to participate in further evaluation.

Documents submitted in response to this stage of evaluation will not be considered or treated as confidential by the City and must be considered public by Proponents invited to participate. Each Proponent is specifically required to identify any material in its Proposal responses, which must be kept confidential. Submissions which do not specifically request certain parts of the submission to remain confidential will be deemed to have approved making that part of the submission subject to full open disclosure at the sole discretion of the City.

9.0 SUBMISSION OF PROPOSALS

Proposal responses must include a properly signed Irrevocable Offer as set out at Section "D". Failure to comply will result in rejection of the proposal.

Proposals are to be submitted in sealed envelopes clearly marked "Addendum No. 3 to Request for Proposal, Multiplex Community Centre Project, Design-Build, **RFP No. DCS-MP-2005-01**" and will be received no later than 3:00 p.m. Local Time, on the date indicated in Section A – 3.0 and shall be addressed to and delivered to:

RFP No.DCS-MP-2005-01 Addendum #3
Clerk's Office
City of Kingston
City Hall
216 Ontario Street
Kingston, ON K7L 2Z3

Proposals received after the above due date and time will not be considered. Proposals deemed qualified may be subject to interviews at the discretion of the Evaluation Team.

B. PROJECT REQUIREMENTS

1.0 INTRODUCTION

The Corporation of the City of Kingston requests resubmitted proposals for the design and construction of a Multiplex Community Centre in the City of Kingston in accordance with the standards set out herein.

2.0 PROJECT COSTS

Proponents must complete the breakdown of the Price Proposal on the Form of Proposal.

3.0 BACKGROUND OF THE PROJECT

The following are key Council events in the background of the M CCP:

- a. The Council of the Corporation of the City of Kingston, at its regular meeting of October 10, 2004, approved the establishment of a Community Centre Project Steering Committee.
- b. At its regular meeting held May 3, 2005, the Council provided direction on the composition of the new community center
- c. At its regular meeting held June 21, 2005, the Council, upon receipt of the results of a Request for Information issued pursuant to its direction, further directed that Request for Proposal DCS-MP-2005-01 be issued based on the factors determined by Council on May 3, 2005.
- d. Council at the January 24, 2006 meeting approved the site for the Multiplex Community Centre and draft business plan.
- e. The use & programming of the Multiplex Community Centre Project is intended to complement or supplement – not compete with – the use and programming of the Large Venue Entertainment Centre and the Grand Theatre.

4.0 AVAILABLE CITY RESOURCES

- a. The City of Kingston will make the following resources available including but not limited to:
 - i. Financing for the project
 - ii. Land at the Fortune Crescent Site
 - iii. Zoning requirements (Appendix J)
 - iv. Site Plan requirements (Appendix D)
 - v. Storm water requirements (included in the Performance Specifications)
 - vi. Site investigations including legal, geotechnical, topographic and servicing
 - vii. Tree Assessment Overview
 - viii. A Building Program including data sheets
 - ix. Performance specifications
 - x. Any other reports of resources the City deems appropriate.

Any proponent considering including use of any City resources must state such reliance clearly in the proposal and include such resources in any calculations of financial impact of their proposal on the City of Kingston.

- b. All city policies in relation to recreational programming, growth, planning and other matters set out herein and the appendices attached hereto.

5.0 OBJECTIVES

The City of Kingston's objectives for the Multiplex Community Centre Project include:

- a. immediate development of a recreational and community facility as follows:
 - i. 4 NHL size ice pads in total (with one to be outfitted to accommodate figure skating)
 - ii. Multi-purpose rooms
 - iii. A community use aspect for groups within the community on a booked basis, complimentary to the recreational components including but not necessarily restricted to meeting rooms(s), storage, office space, kitchenette.
 - iv. Food service facilities appropriate to the overall project including a food and beverage concession and a restaurant.
 - v. A pro shop to supply the needs of those using the recreational component of the Project
 - vi. Fitness Centre
 - viii. Community Storage rooms
 - ix. A first aid room
- b. a future phase of the facility would include; consideration of complementary uses, such as accommodating an indoor pool facility containing up to a 50 metre tank. Proponents must demonstrate how the design will incorporate an addition of an aquatic facility.
- c. the design proposal will accommodate the addition of specific details for anticipated future complementary and ancillary uses (indoor and outdoor) as they would relate to the requirement for space.
- d. the community centre is to be situated in campus format on the parcel of land at Fortune Crescent and Gardiners Road that includes a substantial acreage of outdoor recreational space which may be developed over time for further complementary uses as may be determined by Council and subject to budget considerations such as a multi-purpose sports field, soccer fields, baseball diamonds, skate-park, field house and grounds keeping facility.

6.0 ASSUMPTIONS / REQUIREMENTS

The following assumptions apply to this RFP (Addendum No. 3) and must be taken into account by all proponents in preparing their responses:

- a. Only companies, firms or joint venture partnerships that responded to the Request for Proposals, RFP No. DCS-MP 2005-01 are eligible to participate in this Request for Proposal addendum. Submissions by any unauthorized company, firm or joint venture partnership will not be accepted and will be returned unopened.

- b. Proponents and/or submissions may be disqualified at the sole and absolute discretion of the City for a variety of reasons including but not restricted to the following;
 - i. If the submission includes or a Proponent makes false or misleading statements or claims,
 - ii. If a Proponent does not attend the Bidders' Conference,
 - iii. If a Proponent makes contact with any person other than the Project Director, including members of Council, during the RFP process up to and including contract award,
 - iv. If a Proponent is found to be insolvent,
 - v. If a Proponent issues a press release describing all or part of their Proposal.
- c. The Proponent shall declare in its submission that at no time during the RFP process did members or a member of Kingston City Council or an officer, employee, agent or consultant of the City of Kingston have or would have a financial interest directly or indirectly as a contracting party, partner, shareholder or otherwise in the outcome of the award of contract or the work thereafter.
- d. A Registered Architect licensed in the Province of Ontario or by a Professional Engineer registered to practice engineering in the Province of Ontario shall stamp all construction drawings and specifications.
- e. It will be the responsibility of the Design-Builder to apply for and obtain a Site Plan Agreement from the City. As this will be critical to the early commencement of construction, **Proponents must prepare materials for Site Plan submission as part of their Proposals.** All costs associated with the preparation of necessary support documentation, meetings, negotiations, fees and the requirements of the Agreement itself including development charges will be borne by the Design-Builder and are to be shown separately on the Proposal Price Form.
- f. It will be the responsibility of the Design-Builder to apply for and obtain all necessary building permits from the City to allow construction of the project. The Design-Builder will also be responsible for all other permits, hydro connection fees, certificates of approval or agreements required by all other jurisdictions having authority over the design and construction of the project. All costs associated with the preparation of support documentation, meetings, negotiations and fees will be borne by the Design-Builder and are to be shown separately on the Proposal Price Form.
- g. It will be the responsibility of the Design-Builder to apply for and pay for Impost Fees. Fees are to be shown separately on the Proposal Price Form.
- h. It will be the responsibility of the Design-Builder to apply for and obtain all necessary temporary and permanent street closure permits. All costs associated with the preparation of support documentation, meetings, negotiations and fees will be borne by the Design-Builder and are to be shown separately on the Proposal Price Form.
- i. During the course of site investigations, piling, excavations or other construction activities causing disruption of the site of the work, should any archaeological discoveries, artefacts, antiquities or collectables be encountered, work is to be suspended and the Owner's Representative notified immediately. The Design-Builder will secure the site as necessary to ensure the security of the artefacts, antiquities or collectables discovered.

Archaeological investigation was deemed not necessary by the City of Kingston.

- j. The City of Kingston has established a LEED[®] Silver rating as the minimum standard for municipal projects. Proponents are required to submit with their proposal the information set down in Section G paragraph 14.0 LEED[®]
- k. Proponents are required to submit a brief outline of their proposed Quality Assurance and Quality Control Program for both the design and construction of the Project. The outline should address issues as internal design audits, code compliance, design co-ordination, document distribution, submissions, construction health and safety plans, site organization, material and installation testing and inspections, document control, change control and site communications.
- l. The City reserves its right to exercise its unfettered authority and is under no obligation by virtue of this Request for Proposals and any agreement which may arise there from to grant any approvals, including approvals of changes to the City's Official Plan or zoning by-law or with respect to site plan control, minor variances and building permits necessary for the contemplated use set out in any proposals submitted in response to this RFP. Proponents must be prepared to obtain such approvals as required in the manner they would in relation to any other prospective Owner in a similar situation.
- m. Proposal Deposit:
 - 1. Every Proposal shall be accompanied by a Proposal Deposit a certified cheque payable to the City, or cash, or bearer bonds of the Province of Ontario and the Government of Canada, taken at market value, or a Bid Bond issued by a company acceptable to the Corporation in the amount of ten (10) % of the Proposal Price. This security of the successful Proponent will be retained until the Contract has been signed and bonding has been furnished to the satisfaction of the Corporation.
 - 2. The Proposal Deposit of the unsuccessful Proponents will be returned ninety (90) calendar days after the date of Closing.
 - 3. In the event that a Proposal is accepted and the Proponent refuses or neglects to enter into the Contract or perform the Work, the Corporation shall be entitled to retain the Proposal Deposit, and to claim any excess damages suffered by the Corporation, over and above the value of the Proposal Deposit and/or the penal sum from the Proponent.
- n. Bonding:
 - 1. Each Proposal must include an Agreement to Bond, duly executed in a form satisfactory to the City, and issued by Surety, authorized to transact a business of suretyship in Ontario.
 - 2. The successful Proponent will be required to provide, within one week of signing the Contract, the following bonds in accordance with the Agreement to Bond:
 - i. Performance Bond in the amount of 100% of the Proposal Price.
 - ii. Labour and Material Payment Bond in the amount of 100% of the Proposal Price
 - iii. Maintenance Bond in the amount of 100% of the Proposal Price for a period of two years from the substantial completion date.

3. The premium cost of these bonds shall be included in the Proposal Price.
4. Proponents are asked to submit an alternate price on the Proposal Form for the provision of a 50% Performance, Labor and Material and Maintenance Bonds in lieu of bonding requirements specified in Article B. 6.0 q) 2.

o. Insurances:

- Commercial General Liability Insurance

The City shall require the Design-Builder to provide Commercial General liability insurance. Insurance shall be in the name of the Contractor with limits of not less than \$5,000,000 inclusive per occurrence with deductibles not to exceed \$25,000.

Policies shall be in a form satisfactory to the City and shall be kept in full force during the complete period with proof of which provided to the City. The City shall be named as an additional Insured on the policy, and any successful proponent shall provide evidence of all insurance coverage's required by submitting the Insurance Certificate provided by the City before the City shall enter into a contract in relation to this Request for Proposal. Any successful proponent shall provide proof of WSIB coverage before the City shall enter into a contract in relation to this Request for Proposal.

- Automobile Liability Insurance

The City shall require the Design-Builder to provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$2,000,000 per occurrence, with deductibles not to exceed \$25,000.

- Builder's All Risk and Wrap-Up Insurances

Proponents are also requested to submit separate cost estimates for the following categories of insurance coverage in relation to the purchasing and installing FFE, including deductible level:

1. Builder's Risk - limit of coverage to be specified at no less than the quoted cost of the project. Deductibles not to exceed \$25,000.
2. Wrap up Liability - limit of coverage to be specified and is subject to further negotiation depending on the nature of the FFE proposal. Deductibles not to exceed \$25,000.
3. Professional liability insurance as required from professionals in Design-Build Team.
4. Contractor's equipment coverage and installation floater.

The City of Kingston, as it deems appropriate based on the separate costs submitted, reserves the option of obtaining the above categories of coverage directly deducting the submitted cost as applicable or requiring any successful proponent to acquire it for the cost submitted as part of the total upset limit quoted.

Proponents must also specify each of the following for Builder's Risk and Wrap Up Liability coverages:

1. the premiums for each separate coverage
 2. the deductibles for each separate coverage
 3. the company that will be providing the coverages (policy wordings are different depending on the company)
 4. confirmation that the Wrap Up Liability coverage must include 24 months of completed operations
 5. that, if the owner provides the coverage, the general contractor will be responsible to pay the deductible in the event of a claim
- p. All proposals must take into account all utility servicing required for the proposed uses on the proposed site and detail how any presently non-existent servicing will be provided by the proponent and the cost of such new servicing.
- q. Development charges and impost fees will apply and must be considered as part of a successful proposal.
- r. The City shall not act as general contractor in the development of any proposal for the M CCP.
- s. All proposals must include all planning approvals that would apply to a private development. **The proposals must be "site plan ready"**.
- t. Each proponent has to summarize the terms and include in their financial quote pricing of all insurance, security, bonding, WSIB coverage and such other instruments as required by the City of Kingston.

7.0 RESOURCE REQUIREMENTS

All parties submitting in response to this RFP must assume that any successful submitter will provide all resources set out in this RFP without the assistance of the City and include expenses in relation to such resources in the financial proposal. Any successful proponent shall carry such bonding, security, WSIB and insurance in an amount and upon such terms and conditions as are satisfactory to the City of Kingston.

8.0 MILESTONES AND RESULTS

All timing in relation to this RFP and any resulting contract remains in the sole discretion of the City of Kingston. The following is an estimated timeline:

| | |
|---------------------------------------|-----------------------------|
| RFP Released: | May 19, 2006 |
| Bidders' Conference: | June 2, 2006 |
| Deadline for Submitting Questions: | 1:00:00 p.m. June 21, 2006 |
| Deadline for Responding to Questions: | 3:00:00 p.m. June 28, 2006 |
| RFP Closes: | 3:00:00 p.m. July 12, 2006 |
| Formal Presentation by Proponents: | July 24 to 28. If requested |
| Award of design-build contract: | Approximately August, 2006 |

9.0 INTERIM AND FINAL REPORTING

All reporting during the term of any contract will be as determined by the City in its sole discretion during the term of the contract.

10.0 FORMAL CONTRACT

Any proponent subsequently offered the Contract will be required to enter into a Formal Contract based upon the Canadian Construction Association Document CCA - 14 (2000) with supplementary conditions satisfactory to the Legal Division of the City of Kingston, which will include, but not be limited to, provisions set out in this Request for Proposal (Addendum 3).

Note: The Corporation of the City of Kingston reserves the right to cancel the contract at any time based upon the provision of 30 days notice, or payment in lieu of notice except where cause exists, in addition to and unless otherwise specified.

11.0 LETTER OF INTENT

The City will issue a Letter of Intent to any successful Design-Builder prior to the issuance of a formal contract in order that the building design may commence while final contract negotiations and preparations take place.

The Proponent's insurance company must indicate that the required coverage is available. This coverage becomes effective when the contract is signed.

C. GENERAL TERMS AND CONDITIONS

The following terms and conditions are deemed accepted by all submitters of proposals in response to this RFP:

1. **Improper Delivery.** Electronic, telegraphic, telephone, or facsimile submissions in response to this RFP (Addendum 3) will not be accepted. Late submissions in response will also not be accepted.
2. **Signing Requirements.** Submissions that are not signed will be rejected. Signing of submissions shall be in the form set out in Irrevocable Offer D which shall be attached to the proposal. If the submitter of a proposal is an incorporated company, the proposal must be executed by the signing officer(s) of the company with the company seal placed beside the signature(s). If the submitter of a proposal is not an incorporated company, the submitter of a proposal should sign his or her own name in the presence of a witness who should sign beside the submitter of a proposal's name.
3. **Applicable Law.** This RFP, each submission and the Project itself are each subject to the provisions of all applicable law, including:
 - the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54,
 - *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, Each proponent warrants that they have the experience training and equipment to ensure all work performed under the contract is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and is fully responsible for the health and safety of all employees and others present on the site. Each proponent also acknowledges that the City is relying on this warranty in its decision to award the contract to the proponent
 - the *Fairness is a Two-Way Street Act (Construction Labour Mobility)*, 1999, S.O. 1999, c. 4 and
 - *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, section 13 of which statute states:

In deciding to purchase goods or services through the procurement process for the use of itself, its employees or the public, the council of every municipality shall have regard to the accessibility for persons with disabilities to the goods or services.

This RFP, each submission and the Project itself are also each subject to the provisions of the Purchasing Bylaw 134-2000 of the Corporation of the City of Kingston as amended.

4. **City not liable for RFP costs.** The Corporation of the City of Kingston is not liable for any costs incurred by the submitter of a proposal in responding to this "Request for Proposal".
5. **Required Warranties.** Each submitter of a proposal is deemed to expressly declare and warrant in the proposal that;
 - i. the prices in this Proposal have been arrived at independently from those of any other submitter of a proposal,
 - ii. the prices in this Proposal have not been knowingly disclosed by the submitter of a proposal, and will not knowingly be disclosed by the submitter of a proposal prior to award, directly or indirectly, to any other submitter of a proposal or competitor.

- iii. no attempt has been made, nor will be made, to induce any other person to submit or not to submit a proposal for the purpose of restricting competition,
- iv. this proposal is in all respects fair and without collusion or fraud.
- v. there has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this proposal, and the seller agrees to hold the purchaser harmless from any and all liability, loss, expense, action or suit occasioned by any such violation.
- vi. all materials and/or services proposed to be supplied to the Corporation of the City of Kingston conform in all respects to the standards set forth by Federal and Provincial agencies.
- vii. The submitter of the proposal is:
 - a. competent to perform the work described in this RFP ["the work"];
 - b. has the necessary qualifications, including knowledge, skill and experience to perform the work, together with the ability to use those qualifications effectively for that purpose;
 - c. shall supply everything necessary for the performance of the work;
 - d. shall carry out the work in a diligent and efficient manner;
 - e. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFP and any subsequent contract.
- viii. The submitter waives all rights of lien which might arise in relation to any contract from this RFP under section 3(1) of the *Repair and Storage Liens Act*, R.S.O. 1990, c. R.25.
- ix. The submitter has and follows a health and safety plan for employees and representatives who will be present on the property of the Corporation of the City of Kingston as part of any contract arising from this RFP.
- x. The submitter confirms that the price proposed is an upset limit above which the City is not required to pay and that where there is uncertainty as to the price proposed, the unit price shall govern.

- 6. No Obligation to Contract.** Submissions made in response to this Request for Proposals do not constitute the acceptance of a contract with the City of Kingston. Submissions constitute offers which the City may or may not accept on its sole discretion. The Corporation of the City of Kingston further reserves the right to accept or reject any or all proposals or parts of proposals, to order additional units at the price submitted, or to accept any proposal considered in its best interest, and to request re-proposals on the required materials and/or services. The Corporation of the City of Kingston also reserves the right to waive irregularities and technicalities and to do so in its sole discretion. The Corporation of the City of Kingston further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the City. The City of Kingston reserves the right to include consideration of any outstanding claims against or by the City, any record of poor performance with the City and the appropriateness of any key personnel in evaluation of any proposal and to reject any proposal based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects for the City. Each submission of a signed proposal is deemed an irrevocable offer which may be accepted, at the sole option of the Corporation of the City of Kingston and after negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities,

and specifications as required by the Corporation of the City of Kingston including but not limited to those set out herein. The City reserves the right to reject an offer to supply goods and services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

7. **Contract Payments.** Unless otherwise specified, should the Corporation of the City of Kingston enter into a contract relating to the Project, it will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Corporation of the City of Kingston, or the date on which the invoice is received, whichever is later.
8. **Limitation of Liability.** Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall agree to hold the Corporation of the City of Kingston harmless from any and all liability, claim, loss, expense, action or suit arising from the Project.
9. **Dispute.** In cases of dispute as to whether or not deliverables meet the requirements of the Corporation of the City of Kingston, the decision of such agent as the Corporation of the City of Kingston may appoint will be final and binding.
10. **No Assignment.** Unless otherwise agreed, should the Corporation of the City of Kingston enter into a contract relating to the Project, the other contracting party shall not, without the written consent of the Corporation of the City of Kingston, assign or subcontract any aspect of the Project or the deliverables.
11. **Fit for Use.** All things supplied under the Project shall be fit for the use specified in the governing documents whether or not detailed specifications on the various components are not set out in the documents.
12. **No implied Waiver.** The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.
13. **Governing Law.** All submitter of proposals, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Proponents must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.
14. **Force Majeur.** Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFP or the Project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
15. **Deemed Satisfaction as to Submission.** The submission of a proposal shall be deemed conclusive proof that the submitter of a proposal has satisfied itself as to all the requirements set out in the RFP, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may enter into the carrying out of the Project. No claims will be entertained by the Corporation of the City of Kingston based on the assertion by the submitter of a proposal that it was uninformed as to any of the requirements of the proposal.

- 16. Default under Project.** In case of a default of performance of the Project, the Corporation of the City of Kingston reserves the right to transfer the Project to another source. All additional expenses arising from such transfer will be charged to the original submitter of a proposal or contractor and are due forthwith.
- 17. Title and IP Right to the Work.** Title and intellectual property interest ["IP"] to the work described in this RFP ["the work"] and any part thereof vests in the City upon delivery and acceptance thereof by or on behalf of the City. The risk of loss or damage to the work or part thereof so vested shall remain with the successful proponent Contractor until its delivery of the work in full. Any vesting of title or IP shall not constitute acceptance by the City of the work and shall not relieve the successful proponent of its obligation to perform the work. The successful proponent shall indemnify and save harmless the City and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work or the use or disposal of anything furnished in relation to the work.
- 18. Insurance.** Any selected proponent shall be required to take out sufficient Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than five million dollars (\$5,000,000.00), to cover all risks. WSIB coverage shall be provided as required by or available under law. Additional insurance may also be required depending on the nature of bids submitted. Policies shall be in a form satisfactory to the City and shall be kept in full force during the complete period with proof of which provided to the City on demand. The City shall be named as an additional Insured on the policy, and any successful proponent shall provide evidence of all insurance coverage's required by completing the Insurance Certificate provided by the City before the City shall enter into of a contract in relation to this Request for Proposal. Any successful proponent shall provide proof of WSIB coverage before the City shall enter into of a contract in relation to this Request for Proposal.
- 19. Enforcement.** Any successful proponent will have to enter into a legally binding agreement with the Corporation of the City of Kingston. Where any breach of the terms of that agreement should occur, the City shall review all legal remedies available to it and use any appropriate remedies to protect the interests of the Corporation of the City of Kingston including law suit or application before the appropriate court or tribunal. All submitters of proposals in response to this RFP hereby acknowledge and attorn to the jurisdiction of the choice of the City of Kingston in any such legal process.
- 20. Opening Process.** The following processes shall be used when RFP submissions are opened:
- a. Over \$50,000 - only the name of each proponent will be released at the time of opening. The pricing component and the ranking of all accepted submissions will be reported to Council.
 - b. Less than \$50,000 - The prices of the successful proponent may be released after award. The pricing submitted from unsuccessful proponents will not be released.
- 21. Payment Certifier**
- The *Payment Certifier* responsible for the issuance for certificate payments to be identified in the contract Agreement shall be the Owner's Consultant.

- 22. Authority of the Owner's Consultant.** The *Owner's Consultant* shall be responsible for:
- a. the interpretation, in the first instance, of the requirements of the *Construction Documents* and the making of findings as to the performance there under by both the *Owner* and the *Design-Builder* without showing partiality to either the *Owner* or the *Design-Builder*, and in no event incurring liability for the result of such interpretations or findings rendered in good faith in such capacity;
 - b. the interpretation and finding, in the first instance, of claims, disputes, and other matters in question relating to the performance of the *Work* or the interpretation of the *Contract Documents*,
- 23. Change Orders and Change Directives.** The allowances for overhead and profit for changes in the *Work* consisting of additions, deletion, or other revisions to the *Work* by Change Order or Change Directive that result in a net increase in the Contract Price, an allowance for overhead and profit shall be included as follow:
- a. *Design-Builder* for work completed by its own forces – 10% Overhead and 5% Profit, and for work completed by its *Subcontractors* – 5% Overhead and 5% Profit,
 - b. *Subcontractors* for work completed by their own forces – 10% Overhead and 5% Profit, and for work completed by their subcontractors 5% Overhead and 5% Profit.”

D. FORM OF IRREVOCABLE OFFER

I hereby offer to provide the requirements under RFP No. DCS-MP-2005-01 Addendum 3 to the Corporation of the City of Kingston according to the terms set out in this proposal as well as in the RFP (Addendum 3) including the requirement for and acceptance by a formal contract acceptable to the Corporation of the City of Kingston. I also agree that this irrevocable offer shall be open to acceptance by the Corporation for a period of ninety (90) calendar days from the closing date for the receipt of proposals.

WITNESS _____

SIGNED _____

OR

NAME _____

(Affix Company Seal if applicable)

TITLE _____

VENDOR NAME _____

ADDRESS _____

CITY/PROV. _____

POSTAL CODE _____

TELEPHONE _____

FAX NO. _____

E. DEFINITIONS

The following definition shall apply to terminology used throughout the RFP.

| | |
|-----------------------|--|
| The City | The City is the Corporation of the City of Kingston |
| The Contract | The Contract is the undertaking by the parties to perform their respective duties, responsibilities, and objectives as prescribed in the Contract Documents. |
| Contract Documents | The Contract Documents shall consist of the RFP No. DCS-MP-2005-01, the Proposal, the Letter of Intent, executed Agreement and the Contract Conditions as described in Canadian Construction Association Document – CCA 14 – 1997 |
| The Council | The Council is the Council of the Corporation of the City of Kingston. |
| Design-Builder | The Design-Builder is the person or entity who will enter into a contract with the City to design, construct and commission the Multiplex Community Centre. |
| LEED® | LEED® is Leadership in Energy and Environmental Design as defined by the Canadian Green Building Council. |
| MCCP or MCCP Facility | MCCP or MCCP Facility is the proposed Multiplex Community Centre Project. |
| The Project | The Project is the design, construction and commissioning of the MCCP |
| The Proponent | The Proponent is one of the pre-qualified companies, firms, or joint venture partnerships who submitted to the original RFP. |
| Proposal Price | The Proposal Price is the Stipulated Price of the facility that the Proponent is proposing and includes all costs of The Work excluding GST. |
| RFP | RFP refers to Request for Proposal No. DCS-MP-2005-01 Addendum 3 |
| Steering Committee | The Steering Committee is a committee of Council established to guide the detailed planning for, and implementation of, the MCCP proposal to include but not be restricted to receiving and considering various functional studies and appraisals from the CAO and staff and proving recommendations to City Council. The Steering |

| | |
|--------------------------------|--|
| Technical Evaluation Committee | Committee will receive and consider responses to a Request for Quotation and Request for Proposal for the Multiplex Community Centre Project and provide recommendations to Council. The Technical Evaluation Committee is a committee established to evaluate the RFP submissions technically and financially within certain criteria and to advise Council of their evaluation findings. The Committee has representatives from the Steering Committee, the MCCP Project Director, City Staff and other specialty consultants. |
| The Work | The Work means any and all of the obligations undertaken by the Design-Builder and required pursuant to the Contract Documents of the design services and construction and commissioning of the Project. |
| Owner | The term <i>Owner</i> is the Corporation of the City of Kingston. |
| Owner's Representative | The term <i>Owner's Representative</i> means the <i>Owner's</i> representative as designated by the <i>Owner</i> to the <i>Design Builder</i> in writing. |
| Owner's Consultant | The <i>Owner's Consultant</i> is the person or entity designated by the <i>Owner</i> as its consultant to perform duties designated by the <i>Owner</i> for the <i>Project</i> . |

F. PROGRAM REQUIREMENTS

The following are the major public components of the building program. This general description is to read in conjunction with the complete Functional Space Program and the Room Data Sheets included in Section DR 20 of the performance specification.

SITE DEVELOPMENT

The MCCP Facility must be designed to reflect and enhance the urban fabric of the area. The building must present a good civic presence to Gardiners Road and Fortune Crescent. Parking is to be minimized or eliminated from Gardiners Road at the southerly end of the site. Otherwise access to the site will be from Fortune Crescent.

The quality of the design and materials proposed will be offset against price by means of the evaluation process. Additional points will be awarded for the appropriateness of the materials selected and where and how they are used. The City is looking for a WOW Factor which is also respectful of the public purse.

The main entrance must include provision of a drop-off suitable for personal vehicles and school busses. Areas for pedestrians and those waiting for rides will be required. Bike racks are to be provided in this area.

MAIN CONCOURSE

The Main Concourse will form the heart of the new facility. It will be the main public space giving access to all other publicly accessible spaces in the Centre.

The main reception and access control desk is to be located in a prominent location in close proximity to the main entrance doors. This main desk will handle inquires, financial transactions, control access to the dressing rooms and ice surfaces and other administrative functions.

The Main Concourse should be full of natural light and offer views into the arenas. The concourse should offer places for social interaction, warm viewing of the ice surfaces, tables, chairs and benches. The concourse should be generous in width to allow for the congestion that occurs during tournaments when many teams with their equipment and families all gather in this area.

The Concourse should be at a level of approximately two feet above the ice surfaces to promote better viewing and direct level access to the viewing stands and seating.

The design of the Main Concourse should take into consideration the future expansion of the facility to include the addition of swimming pool, fitness centre and possible field house.

The Main Concourse offers the Design Builders an opportunity to create a distinctive facility. The quality and practicality of the design of the main concourse will be a key factor and valued added component in the evaluation of the proposal.

ICE PADS 1 AND 2

Ice Pads 1 and 2 are intended for primarily ice hockey use and will also accommodate ringette and recreational skating. They will include basic amenities to support hockey

games and have bench type seating for 300 persons. Each ice pad will have 4 full size Team Dressing Rooms and 2 smaller Multi-use Dressing Rooms. These dressing rooms will be barrier free and may be used for gender neutral teams and coaches. 2 Official's Dressing Rooms will be provided per pad. A first aid room will be shared.

ICE PAD 3

Ice Pad 3 will be designed to accommodate figure skating in addition to hockey, ringette and recreation skating. This arena will be provided with bench seating for 300 persons. The ice surface will be equipped with standard dasher boards and line painting required for hockey. Figure skating will be accommodated by the ability to raise the ice temperature so that the ice surface is softer for toe picks. A sound system will be provided for the music programs complete with an appropriate speaker system and acoustic treatment to the walls and ceiling surfaces for clarity of sound.

A high tensioned cable will be provided across the width of the ice surface for use by a training trapeze harness.

Power and data connections will be provided at the bleachers for the judging systems.

Multi-Purpose Room No. 2 will be immediately adjacent to this ice surface and connected to it through the use of two adjacent overhead doors in line with large gates in the dasher boards. This combined with skate resistant flooring in the Multi-Purpose Room will allow for this room to be used for the skate changing of figure and recreational skaters not wanting to use the Dressing Rooms. It will also allow the skaters to step directly from this area onto the ice.

With the skating program desiring primarily daytime ice time, while the hockey program is scheduled in evenings, this offers the opportunity for providing natural light and generous windows to the exterior without creating high glare situations which may be difficult for hockey players. Therefore, it is the design intent of this Ice Pad to benefit from natural light from a preferably northerly exposure.

ICE PAD 4

Ice Pad 4 is primarily for hockey and may possibly be the future home of the Kingston Voyageurs junior team. The arena will be equipped with bench seating for 900 persons with the option to replace this with fold down seating for approximately 750 persons. The arena will be equipped with six full size Team Dressing Rooms and two Official's Rooms.

Figure skating will be accommodated by the ability to raise the ice temperature so that the ice surface is softer for toe picks. A sound system will be provided for the music programs complete with an appropriate speaker system and acoustic treatment to the walls and ceiling surfaces for clarity of sound. Power and data connections will be provided at the bleachers for the judging systems.

A Press Box / Sound Room will be provided overlooking the ice surface.

MULTI-PURPOSE ROOM NO. 1

A 2,000 square foot multi-purpose room will be provide off of the Main Concourse. This room will be sub-dividable with a folding partition to create two smaller rooms. The room will be designed to support a wide range of activities including community events, training and classroom activities, events during tournaments, catered banquets, etc. The room

will be provided with a storage area for tables and chairs, and provisions for audio/visual presentations.

MULTI-PURPOSE ROOM NO. 2

This Multi-Purpose Room is to be located immediately adjacent to Ice Pad 3 with its floor level the same as the ice surface. This room will be interconnected with the arena through the provision of two overhead glazed doors directly in line with gates in the dasher boards. The floor of the room will be skate resistant rubber the same as located around the ice surface. This will allow the Multi-Purpose Room to be used for the skate changing of figure and recreational skaters not wanting to use the Dressing Rooms. It will also allow the skaters to step directly from this area onto the ice. Wood benches will be dispersed around the room for skaters to put on their skates.

This room is envisioned as a community leisure room similar to an apres ski area at a resort. It will feature a large fire place complete with a hearth and mantel. Comfortable seating will be provided around the fire.

A small kitchenette will be provided to serve warm refreshments.

The room will be designed to also support a wide range of activities including community events, training and classroom activities, events during tournaments, catered banquets, etc., similar to Multi-Purpose Room No. 1. The room will be provided with a storage area for tables and chairs, and provisions for audio/visual presentations.

FOOD AND BEVERAGE CONCESSION

A Food and Beverage Concession will be located along the Main Concourse with fixed tables and chairs located in the concourse in locations with views into the arenas. The base building will provide for a make-up air unit and its ducting to the roof, a grease trap, a sub-electrical panel and basic finishes as indicated in the Room Data Sheets. It will be operated as a concession with the Concessionaire providing the remainder of the fit-up including finishes, the majority of the kitchen equipment and furnishings.

COMMUNITY STORAGE ROOMS

A minimum of 10 Community Storage Cages are to be provided. These could be located in a semi-public area on the Ground Floor or on a mezzanine above the dressing rooms without the requirements for an elevator. Access is to be from the Main Concourse in a non-prominent location.

FITNESS CENTRE

A fitness centre will be provided which will operate as a private concession. The fitness centre will be designed for weights and cardio exercise equipment only. The centre will have direct access from the Main Concourse allowing for public access when times the Multiplex is closed such as on municipal holidays. The centre will be provided with a resilient sports floor and change rooms including washrooms and showers.

RESTAURANT

The Multiplex will feature a roadhouse style restaurant operated by a private sector partner. The base building will provide for the shell and basic mechanical and electrical services only. The fit-up and provision of all finishes, partitions, millwork, mechanical,

electrical, kitchen and bar equipment will be by the tenant. The restaurant is to have views into the arenas, preferably Ice Pad No.'s 3 and 4. The restaurant is to be provided a separate public entrance so it can operate independent of the Multiplex. It must also have a prominent presence along the Main Concourse. The restaurant could be located on a second floor, however, the extra costs of stairs and an elevator would need to be considered in the proponent's proposal. The restaurant will accommodate approximately 150 seated patrons.

Functional Space Program

Main Concourse
Ice Pad 1, NHL size, 300 seats (benches)
Ice Pad 2, NHL size, 300 seats (benches)
Ice Pad 3, NHL size, 300 seats (benches)
Ice Pad 4, NHL size, 750 seats
18 Team Dressing Rooms
18 Team Dressing Room Showers
18 Team Dressing Room Washroom
6 Multi-use Dressing Rooms
8 Official's Dressing Room
1 Sound Room, Ice Pad 4
2 First Aid Room
1 Reception Desk (2 persons)
1 Facility Management Office
1 Office No. 2
1 Convener's Office / Meeting Room (6 - 8 persons)
Multi-Purpose Room No. 1
Multi-Purpose Rooms No. 2
1 Pro Shop including skate sharpening
1 Food and Beverage Concession
1 Vending Area
1 Men's Public Washroom
1 Women's Public Washroom
1 Operator's Office
1 Staff Room
2 Ice Resurfacers Garages
1 Workshop
1 Ice Plant Room
1 Ice Plant Vestibule
1 Building Mechanical/Electrical Room
3 Janitor's Room
1 Garbage and Recycling Room
10 Community Storage Rooms
Fitness Centre
Restaurant

G. SUBMISSION REQUIREMENTS

1.0 GENERAL SUBMISSION AND CONTENT

Proponents are instructed to follow the Submission Guidelines as generally presented in this RFP (Addendum no. 3) when preparing and submitting their Proposals. Proponents should not assume that members of the Technical Evaluation Committee are completely knowledgeable in all aspects of design and construction and therefore should submit information in a clear, concise and comprehensive manner to ensure a full understanding of the design intent, construction techniques, schedule, management and staff, quality control and costs.

Proponents are requested to follow the submission format and content guidelines outlined in this Section. Submissions should begin by introducing the project team, presenting the proposed project schedule, addressing design philosophy next, followed by the building drawings and outline specifications.

2.0 SUBMISSION FORMS

Proponents must submit the mandatory submission forms as listed below as part of the overall proposal submission:

Form of Irrevocable Offer
Proposal Price Form

3.0 MANAGEMENT PLAN

Within the general guidelines of the Design/Build process as outlined in the text of the RFP, Proponents are to submit a written Management Plan introducing the project team, specialist consultants such as code, landscape architect, geotechnical, acoustic, environmental consultants and explaining how the team will be managed throughout the various stages of the project, including LEED® design. The Management Plan is to include but is not necessarily limited to Key Personnel, Team Organization Chart, Organizational and Reporting Structure, Internal and External Communications, Time Management, Risk and Cost Management, Client Management and Quality Control. The Management Plan should include changes in fundamental structure as the project proceeds from design to construction to commissioning and hand-over.

4.0 PROJECT SCHEDULE

Proponents are requested to submit a project schedule specific to the proposed design, management and construction techniques to be employed while recognizing the key milestone dates established by the City. The attached MCCP Milestone Project Schedule illustrates the City's project timelines and key milestone dates. Based on a contract award date in August 2006 and a project start in September 2006, the facility is to be completed, commissioned and substantially complete in February 2008.

5.0 SITE PLAN

Provide a narrative describing the salient features of the site design. This should include:

- Site development
- Pedestrian and bicycle circulation
- Vehicular circulation and drop-off

- Approach to landscaping
- Future phases including a swimming pool and large fieldhouse
- Protected natural areas on the site
- Areas of the site for possible other development or sale.

Proponents are to develop and submit a Site Plan illustrating how the site will be utilized and the proposed building situated within the confines of the surrounding streetscapes. The Site Plan must clearly show all pedestrian and vehicular access and egresses, fire exits, truck access, site service connections and garbage bin enclosure. Provide parking as required by the City of Kingston By-Laws including provisions in the site rezoning. Show parking compliance on the site plan.

Design concept including written description and schematic drawings indicating proposed building service locations, drainage, stormwater management concept and provision for future property development.

Proponents shall submit a preliminary Landscape Plan including a listing of all proposed soft and hard landscaping elements. The principles of Xeroscaping (landscaping with native species without irrigation) shall be utilized.

6.0 BUILDING DESIGN AND OUTLINE SPECIFICATIONS

Provide a narrative describing the salient features of the design proposal. This should include:

- Image and character of the building.
- Exterior materials.
- Massing and building organization.
- Description of key interior spaces.
- Value added and key design points

Proponents must prepare and submit drawings and outline specifications in enough detail so that the Technical Evaluation Committee can properly assess the proposed building's massing and scale, exterior treatment, construction materials and details, quality, building systems and conformity with the Functional Space Program and Room Data Sheets. As a minimum, the submission shall include:

Drawing requirements:

a. Perspective Renderings

- i. View of main entrance
- ii. Interior view of Main Concourse showing reception desk
- iii. Other key design features

b. Building Floor Plans (for all floor areas)

- i. Scale 1:200
- ii. Indicate the layout of each and every function listed including circulation within each functional area to accurately depict the gross area of each function
- iii. Indicate circulation between functional areas
- iv. Incorporate all provisions of exiting and other code requirements on floor plans

- v. Provide references for interior and exterior wall assemblies
 - vi. Indicate key structural, mechanical and electrical elements
- c. Show clear dimensions for spaces where building structure or installed equipment will encroach into the space
- d. Show fire separations and firewalls
- e. Show internal security measures and features
- f. Building Sections
- i. Scale 1:200
 - ii. Indicate all clear heights, floor-to-floor heights and relevant dimensions
 - iii. Provide roof assembly references
 - iv. Indicate proposed structural systems
- g. Building Elevations
- i. Scale 1:200
 - ii. Indicate all materials provided
 - iii. Identify all windows, doors and canopies
- h. Exterior Wall Sections
- i. Scale 1:25
 - ii. Provide wall sections showing typical exterior wall assemblies
 - iii. Clearly identify building envelope elements and detailing including wall cladding, air/vapour barriers, insulation and interior finishes

Architectural Outline Specification:

- a. Provide a list of proposed exterior wall assemblies, cross-referenced with the floor plans indicating types of construction, insulation levels, exterior cladding, interior finishes, air/vapour barrier and liner panels. .
- b. Provide a list of proposed interior wall assemblies, cross-referenced with the floor plans indicating materials and sizes. Indicate fire-resistance ratings and sound transmissions class ratings as required.
- c. Describe proposed roofing membranes, insulation types and thickness, air/vapour barrier and structure.
- d. Describe proposed window types and finishes, including framing, glazing, openers, and associated hardware.
- e. For each of the door types listed within the Performance Specifications, provide a description which shall contain at least the following:
 - i. Framing
 - ii. Glazing
 - iii. Insulation

- iv. Finishes
 - v. Operation
 - vi. Special hardware
- f. Provide a description of stair construction including material, type and finishes.
- g. Describe the proposed millwork design of the main Reception Desk, including finishes, materials, hardware, dimensions and operation.
- h. For the ice skating systems, provide a description and technical data of specialty products. This description is to include type, operation, dimensions, capacity and construction. Specialty products include but are not limited to the following:
- i. Dasher boards and safety glazing
 - ii. Safety netting
 - iii. Score boards
- i. Describe proposed elevator if applicable to design proposal.
- j. Describe provisions for sprinklering and standpipe systems including pressure pumps if necessary
- k. Describe the provisions for emergency power and supply or generation (including fuel and duration of fuel supply) and listing which components of the building are to be provided with the emergency supply.
- l. Provide a summary of the key elements of the code design as well as a matrix to chart the Building Code Classification used in the design; including the building area, number of storeys, wall, floor, other separations and roof ratings. Compliance of the design with the Ontario Building Code should be stated, and any code variances for which the proponent will be seeking Building Code Commission rulings should also be identified.

7.0 ACCESSIBILITY

Planning for the Multiplex Community Centre will adhere to Universal Design standards. Provide a narrative description of how the design proposal meets this requirement.

Universal design is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. The intent of the universal design concept is to simplify life for everyone by making products, communications, and the built environment more usable by more people at little or no extra cost. The universal design concept targets all people of all ages, sizes, and abilities.

The MCCP Facility is to be designed as an accessible building for the patrons, players, management and staff utilizing the building. Design must be in compliance with the Ontarians with Disabilities Act 2001, R.S.O. 2001, 13 and the Accessibility for Ontarians with Disabilities Act, 2005 as applicable. In addition, Americans with Disabilities Act (ADA) Accessibility Guidelines are to be referenced and applied where considered appropriate when designing for the disabled.

8.0 MECHANICAL DESIGN AND REPORT

- a. Provide design criteria including:
 - i. Outside design temperatures
 - ii. Indoor design temperatures
 - iii. Reference codes and standards
- b. Describe the proposed measures for indoor air quality assurance, including but not limited to the following:
 - i. Outside air ventilation rate per person
 - ii. Average carbon dioxide levels
 - iii. Minimum air circulation rates per net area in occupied spaces
 - iv. Minimum outside air circulation rates per gross floor area
- c. Describe the proposed heating system(s), including but not limited to the following:
 - i. Fuel source(s)
 - ii. Heat generating equipment
 - iii. Distribution system(s)
 - iv. System type(s) (including air conditioning and ventilation units)
- d. Describe the proposed cooling system(s), including but not limited to the following:
 - i. System type(s)
 - ii. Output
 - iii. Distribution
- e. Describe the proposed air-handling system(s), including but not limited to the following:
 - i. Air-conditioning unit type(s)
 - ii. Ventilation unit type(s)
 - iii. Ice skating area unit(s)
 - iv. Sanitary exhausts
- f. Describe the proposed humidity control system(s), including but not limited to the following:
 - i. Energy source
 - ii. Distribution system(s)
- g. Describe the proposed controls system, including but not limited to the following:
 - i. System type(s) and supplier(s)
 - ii. System operation
- h. Describe the fire protection systems, including but not limited to the following:
 - i. Sprinkler protection
 - ii. Standpipe protection

- iii. Portable fire extinguisher protection
- i. Provide a statement with respect to proposed design solutions addressing the following:
 - i. Acoustics and vibration
 - ii. Ice skating surfaces refrigeration systems
- j. Describe how energy analysis calculations will be performed.
- k. Provide a drawing showing the location of the mechanical room(s) relative to the rest of the facility indicating location of major equipment.
- l. Provide a description of the ice plant including:
 - i. Ice plant including cooling tower, heat exchangers, compressors, etc
Ice skating surfaces refrigeration system
 - ii. Below slab heating system
 - iii. Control systems
 - iv. Heat recovery system

9.0 ELECTRICAL DESIGN AND REPORT

- a. Provide an electrical energy budget analysis.
- b. Describe the proposed main electrical service. This description is to include, but not limited to the following:
 - i. Capacity complete with electrical load estimations
 - ii. Feeders
 - iii. Transformers
 - iv. Panels
 - v. Conduit
- c. Describe the proposed power distribution. This description is to include, but is not limited to the following:
 - i. Electrical rooms and closets
 - ii. Feeders
 - iii. Transformers
 - iv. Panels
 - v. Breakers
 - vi. Conductors
- d. Describe the proposed building grounding system.
- e. Describe exit lights and emergency lighting system.
- f. Describe lighting systems and lighting controls. This description shall include, but is not limited to the following:
 - i. Interior lighting including lighting levels

- ii. Perimeter lighting including lighting levels
 - iii. Roadway and parking lot lighting including lighting levels
 - iv. Lighting controls
- g. Describe the fire alarm system. This description shall include, but not be limited to the following:
- i. System type(s)
 - ii. System(s) operation
 - iii. System interconnections with other systems, e.g. sprinklers
- h. Describe the voice and data system and security systems. The description shall include, but not be limited to the following:
- i. System type(s)
 - ii. System(s) operation
 - iii. Interconnections with existing base systems
- i. Describe the design solution for the following:
- i. Heating, ventilation, air conditioning and plumbing motors, starters and disconnects.
 - ii. Electrical outlets and connections
 - iii. Special power distributions
 - iv. Wiring methods and equipment
 - v. Lighting and controls
- j. Describe the energy management and control system (EMCS) interface: specifically those inputs and outputs, which will be co-ordinated with the controls area of the mechanical section of the Performance Specifications.
- k. Provide proposed location of electrical, telecommunications and equipment rooms.
- l. Provide schematic design drawings as follows:
- i. Electrical distribution single line diagram
 - ii. Fire alarm single line diagram
 - iii. Telephone and data network single line diagram
 - iv. Security system single line diagram

10.0 URBAN DESIGN

The MCCP Facility must be designed to reflect and enhance the urban fabric of the area. The building must respect Kingston construction materials while demonstrating a fresh and dynamic approach to the design palate. As the MCCP facility is to be a catalyst for further surrounding development, it is important that its prominence promotes compatible and sustainable building in a cohesive manner.

The building must present a good civic presence to Gardiners Road and Fortune Crescent. Parking is to be minimized or eliminated on the Gardiners Road side of the building.

The quality of the design and materials proposed will be offset against price by means of the evaluation process. Additional points will be awarded for the appropriateness of the materials selected and where and how they are used.

Proponents must be conscious of the surrounding area and the development opportunities that are being explored for the balance of adjacent properties.

11.0 CONFORMANCE TO FUNCTIONAL SPACE PROGRAM

It is imperative that the proposed design meet or exceed the net areas and/or the performance requirements as set forth in the Room Data Sheets. Proponents may add to the net areas should it be felt that the Functional Space Program is deficient or understated in certain areas. It may be that a particular design may require some minor changes to the areas listed by the Program. See Section F for description of the Functional Space Program and Appendix B for the Room Data Sheets.

Explain the benefits of, or reasons for, non-compliance where applicable.

12.0 QA/QC PROGRAM

Proponents are requested to submit a brief outline of their proposed Quality Assurance and Quality Control Program for both the design and construction of the Project. The outline should address issues such as internal design audits, code compliance, design co-ordination, document distribution, submissions, construction health and safety plans, site organization, material and installation testing and inspections, document control, change control and site communications.

13.0 LEED® CLASSIFICATION AND SILVER DESIGN

As one of the top objectives of this project, the City of Kingston is committed to achieving a Silver rating in the Leadership in Energy and Environmental Design (LEED®) Canada NC 1.0 classification system of the Canadian Green Building Council.

Section DR 11 - LEED® Requirements of the Performance Specifications includes a check list indicating mandatory, optional and not desirable credits. The Silver rating requires a minimum of 33 credits in the rating system. The submission requirements at the RFP stage is for the Proponent to demonstrate that their design will achieve a minimum of 36 credits. This will include a contingency of three optional credits which may be lost during the detailed design, construction or certification process.

Proponents are to submit, as part of their design, a checklist of anticipated LEED® credits that would be attributed to the building design being proposed. A brief narrative is to be included as to what initiatives will be employed to achieve each credit. Provide a copy of the online CBIP Screening Tool results of the Commercial Building Incentive Program (CBIP) of Natural Resources Canada to demonstrate compliance with the energy efficiency requirements and to substantiate the number of credits achieved by the design proposed. Submit a signed letter by a LEED® Accredited Professional stating that in their professional opinion, the proposed design will achieve the credits being claimed.

The sustainable design initiatives included in the design proposal should be practical, based on common sense, and bring life cycle benefit to the City of Kingston.

14.0 INSURANCE COVERAGE

Proponents must provide insurance coverage information as requested in Section B Project Requirements.

15.0 PROPOSAL PRICE

The Proposal Price shall be confirmed by the Proponent on the Proposal Price Form together with separate prices as indicated. The Proposal Price represents a stipulated price for the proposed design, construction and commissioning of the MCCP facility as represented by the Proponent's submission and reflects the cost of the Work exclusive of GST charges.

H. PROJECT APPROVALS AND PERMITS

1.0 COUNCIL APPROVAL

Prior to the award of the Contract or letter of intent, Proponents are advised that Council must approve the implementation of the design and construction phase of the Project.

2.0 DESIGN SUBMISSION AND APPROVALS

The Design-Builder's team of professional Architects and Engineers may be required to make formal presentations of the Project's design at various stages of development for approval by the City.

3.0 SITE PLAN AGREEMENT

It will be the responsibility of the Design-Builder to apply for and obtain a Site Plan Agreement from the City. All costs associated with the preparation of necessary support documentation, meetings, negotiations, fees and the requirements of the Agreement itself will be borne by the Design-Builder.

A Transportation Impact Study will be provided by the City.

4.0 DEVELOPMENT CHARGES

It will be the responsibility of the Design-Builder to apply for and pay Development Charges. These costs are to be included in the Proposal Price as a separate cost item as identified on the Proposal Price Form.

5.0 BUILDING PERMITS

It will be the responsibility of the Design-Builder to apply for and obtain all necessary building permits from the City to allow construction of the Project. The Design-Builder will also be responsible for all other permits, certificates of approval or agreements required by all other jurisdictions having authority over the design and construction of the Project. All costs associated with the preparation of support documentation, meetings, negotiations and fees will be borne by the Design-Builder. All permit costs are to be included in the Proposal Price as a separate cost item as identified on the Proposal Price form.

6.0 IMPOST FEES

It will be the responsibility of the Design-Builder to ensure all documentation is submitted for impost calculations and impost fees are included in the Proposal Price as a separate cost item as identified on the Proposal Price form.

7.0 STREET CLOSURE PERMITS

It will be the responsibility of the Design-Builder to apply for and obtain all necessary temporary and permanent street closure permits. All costs associated with the preparation of support documentation, meetings, negotiations and fees will be borne by the Design-Builder.

8.0 ANTIQUITIES AND COLLECTABLES

During the course of site investigations, piling, excavations or other construction activities causing disruption of the site of the Work, should any artefacts, antiquities or collectable be encountered, Work is to be suspended and the MCCP Project Director notified immediately. The Design-Builder will secure the site as necessary to ensure the security of the artefacts, antiquities or collectables discovered.