

# **Township of Edwardsburgh Cardinal**

## **Fire Department**



### **Addendum**

#### **RFP: Fire Station Feasibility Study**

**EC-FD-24-01**

**Issue Date: May 21, 2024**

## **PURPOSE**

The purpose of this addendum is to provide responses to questions raised from RFP “Fire Station Feasibility Study” issued on May 21, 2024.

### **Question 1:**

Can you please advise on approximate quantities of the following pertaining to the project:

- a. Number of firefighters and maximum occupancy of new building.
- b. Number of apparatus to be stored in new building.

### **Answer 1:**

- a. 25 volunteer firefighters with a maximum occupancy of 50 for meetings
- b. 4 apparatus + pick-up truck

### **Question 2:**

Is there a preference of the Township for the new building’s structure (i.e. wood, pre-engineered metal, other, etc.)?

### **Answer 2:**

There is no preference in construction type.

### **Question 3:**

Please provide the Fire Station 2 Building Audit & Needs Study noted in the RFP for initial review and consideration in the preparation of our proposal.

### **Answer 3:**

The Fire Station 2 Building Audit & Needs Study is available on Merx in the documents section.

### **Question 4:**

The geotechnical study is included in the scope of the RFP. We recommend this study be postponed until the detailed design stage, such that the geotechnical study can be scoped to the preliminary design, thereby minimizing preliminary study costs and eliminating potential for additional geotechnical study later on in future design stages once building concepts are reviewed and locked down.

**Answer 4:**

See answer 7.

**Question 5:**

What is the current use of the property proposed for the new station? Has there been any studies performed on this site that need to be considered for this RFP?

**Answer 5:**

The property proposed for the new fire station is currently vacant. It previously contained a municipal arena.

**Question 6:**

Please advise how any Addenda to the RFP will be communicated.

**Answer 6:**

Addenda will be posted on our township website, the MERX website and emailed to those firms that contacted via email.

**Question 7:**

The Scope of Work section lists “complete geotechnical study for the selected site”. By professional practice and liability standards, an architect is not able to retain a geotechnical sub-consultant. They can assist the client in issuing proposals for geotechnical work, but the actual service needs to be contracted directly with the client. If this remains a requirement of the scope of work, we are unable to provide a proposal.

**Answer 7:**

In the RFP under Scope of Work, replace “Complete geotechnical study for the selected site” with, “Assist the Township in the development of an RFP for geotechnical study”

**Question 8:**

Geotechnical would not be engaged by the Architect. We, as well as all other architects in the Province of Ontario, are subject to terms on provisions and are unable to undertake this work due to regulations with Prodemnity insurance. This scope should be classified/under a 3rd party engaged by the Corporation/Township, which the architect can be requested to facilitate on your behalf.

**Answer 8:**

See answer 7.

**Question 9:**

Can the Township share the Fire Station 2 Building Audit & Needs Study with the Proponents? Does the Township have any other documentation of the building site or existing buildings, such as floor plans/as-builts, size, room list, survey etc. that can be shared with the Proponents?

**Answer 9:**

See answer 3.

**Question 10:**

Does the Township have a topographical and legal survey of the proposed site? If not, would the Township like to add the RFP and coordination of a survey to the Scope of Work? Can the surveyor be retained directly by the Township?

**Answer 10:**

Yes. A survey was completed in 2020.

**Question 11:**

Would the township be amenable to retaining a Geotechnical engineer directly, with RFP and coordination of geotechnical services completed by the Consultant?

**Answer 11:**

See answer 7.

**Question 12:**

How many renderings does the Township require?

**Answer 12:**

The Township requires a minimum of 4 renderings to capture exterior features of all sides of the building.

**Question 13:**

What level of cost estimate is required by the Township? Is a Class D Opinion of Probable Construction Costs (OPCC) +/-20-30% sufficient?

**Answer 13:**

A class D estimate is sufficient.

**Question 14:**

Do tables for the workplan and schedule count towards the ten (10) page count of the main body of the proposal, or can the tables for the workplan and schedule be in addition to the main body of the proposal?

**Answer 14:**

Tables can be submitted in 11" x 17" format and will count as one (1) page.

**Question 15:**

Does the Township have an anticipated construction budget for the project that can be shared with the Proponents?

**Answer 15:**

The Township does not have an anticipated construction budget.

**Question 16:**

Does the Township require a review of the capacity of the existing services (sanitary, water etc) and stormwater management as part of the scope of work?

**Answer 16:**

No. We are confident that capacity exists within our sanitary and water systems. Stormwater will be directed to existing catch basins.

**Question 17:**

Under section "Contract" on page 4-5, there is a non-insurable clause. The clause says: "The respondent agrees to protect, defend, indemnify, and hold harmless the Township, its elected officials, agents and employees from and against any liability, damages, claims, suits, liens and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, or damage to the property or other rights of any person or persons, caused by the respondent's submittals.

Respondent's obligation to protect, defend, indemnify and hold harmless, as set forth above, shall include any matter arising out of the actual or alleged unfair competition, disparagement of service, or other business tort of any type whatsoever, or any actual or alleged violation of professional regulation."

The indemnity includes a defence obligation. Additionally, the clause includes indemnity for items outside of negligent acts and/or omissions in relation to our submission which are non insurable.

Is Township willing to amend the clause to the following:

"The respondent agrees to indemnify and hold harmless the Township against all liabilities and damages arising directly from the respondent's negligent performance of the services under this Agreement. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the respondent has no duty to defend the Township from and against any claims, causes of action, or proceedings of any kind.

However, the respondent expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Township pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Township in the defense of those claims specifically caused by the respondent's negligence."

**Answer 17:**

The Township will consider amending the clause subject to further consultation with our legal counsel.

**Question 18:**

Can you quantify, for bidding purposes, how many meetings we should plan with the Steering Committee initially to satisfy bullet point No.: 4 in the scope of work?

"Facilitate meetings with the steering committee as needed to confirm basic components and planning of the building program, including building systems, equipment, materials, and code compliance to support service needs."

**Answer 18:**

Four to six meetings may be sufficient. Please include proposed steering committee meetings in your project schedule.

**Question 19:**

Has a Phase 1 site assessment been performed?

**Answer 19:**

Yes, Phase 1 and 2 environmental assessments have been completed.

**Question 20:**

Was the demolition of the Arena complete, i.e. all underground structure and site services removed?

**Answer 20:**

Yes, all underground structure was removed during demolition.

**Question 21:**

Could you provide an expected completion date for the Feasibility Study?

**Answer 21:**

We would like to have the feasibility study completed by the end of October 2024.

**Question 22:**

On Page 2 of the RFP it states we are to complete a geotechnical study for the selected site. We can help the client find, engage, and coordinate with a Geotechnical Engineer, however we would expect that the contract would be between the Municipality and the Engineer directly, and not part of our fee, as Architects are not insured to carry geotechnical. Please confirm you will engage a Geotechnical Engineer directly.

**Answer 22:**

See answer 7.