



**REQUEST FOR PROPOSAL**

**NWRFP-13-46**

**Building Envelope Design and Field Review Services  
Roofing Replacement, Queen's Park Arena  
First Street and Third Avenue, New Westminister, BC**

**On Site Orientation/Information Meeting**  
Thursday, October 31, 2013 at 11:00 am, Local Time  
Queen's Park Arena, Queen's Park  
First Street and Third Avenue, New Westminister

**Closing Time:**  
Wednesday, November 13, 2013  
3:00 PM, Local Time, Vancouver BC

**Closing Location:**  
Main Reception Desk – City of New Westminister  
511 Royal Avenue,  
New Westminister, BC, V3L 1H9

**Further requests for information :**  
**Purchasing: Heather Rossi**  
Intermediate Buyer  
Telephone: 604-515-3781  
Email: hrossi@newwestcity.ca

<b>COMPANY NAME</b>			
Address:			
(including Postal Code)			
Contact Name:			
Telephone number:			
Facsimile number:		Email:	
<u>Signature:</u> by officer with express authority to enter into contract			Dated

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

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## CORPORATION OF THE CITY OF NEW WESTMINSTER

### 1.0 DEFINITIONS

**“Services Agreement” “Agreement” “Contract”** means the contract for services that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by the City.

**“City” “Owner”** means City of New Westminster.

**“Consultant” “Contractor” “Project Manager”** means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” “Contractor” “Project Manager” and “Proponent” are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the Project Management Services.

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supply” “Provide”** shall mean supply and pay for, and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** mean a requirement that must be met.

### 2.0 INTRODUCTION

The City is inviting Consulting firms with demonstrated experience in providing Building Envelope Design and Field Review Services to submit a proposal for the development of the design, tender drawings and specifications, (the “Services”) for replacing the main roof assembly with a metal roofing system at the Queens Park Arena, Queens Park, First Street and Third Avenue, in New Westminster.

### 3.0 PROPOSAL INSTRUCTIONS

One (1) electronic and three (3) hard copies of the Proposal, including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

**NWRFP-13-46**  
**Building Envelope Design and Field Review Services**  
**Roofing Replacement, Queen's Park Arena**  
 Attention: Purchasing Manager

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

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It is the Proponent's responsibility to ensure that the City receives its Proposal **prior** to the stated Closing Time. The City does not accept facsimile, electronic mail, or other unsealed submissions. The City **will not consider** late proposals.

It is the responsibility of each proponent to seek clarification on any matter relating to this proposal. Requests for clarification must be made in writing to Heather Rossi, Intermediate Buyer, City of New Westminister, email: hrossi@newwestcity.ca

The City will respond to enquiries that it considers relevant to this RFP, which the City will determine in its sole discretion. The City or Purchasing Manager will only respond to those written queries received at least ninety-six (96) hours prior to the Closing Date and Time.

The City's representative will not answer enquiries directly. The City will record enquiries and post replies on the City's website at [City of New Westminister | Bid Opportunities | Business | Request for Bids & Proposals - Open](#) along with any additional information and addenda to this RFP.

It is solely the responsibility of the Proponent to check the City's [website](#) regularly for all information related to this RFP. The Proponent shall acknowledge any Addenda in its Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. The City cautions Proponents that information obtained from any other source is not official and may be inaccurate.

Proposals shall be irrevocable for a period of sixty (60) from date of closing. Successful Proposals submitted may become part of contracts for services. The Proponent has not nor will not copyright the Proposal and offers it for any purposes of the City.

#### **4.0 MANDATORY INFORMATION MEETING**

The City has arranged a Mandatory Information Meeting and Site Viewing for all Proponents on **Thursday, October 31, 2013 at 11:00 am at Queen's Park Arena, Queen's Park**, First Street and Third Avenue, New Westminister. Meet in the lobby; see Queen's Park Map – Appendix D for location.

To be eligible to submit a Proposal for this RFP, Proponents must attend the Mandatory Information Meeting. **Failure to attend the Mandatory Information Meeting will result in disqualification of the Proponent.**

#### **5.0 ADDENDA**

**5.1** Should addenda to the Request for Proposal documents be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Proposal Closing date and time.

**5.2** Proponents are responsible for checking the City's website for any addenda or other information relating to this Request for Proposal.

**5.3** All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal.

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**5.4** Failure to acknowledge any Addenda may result in disqualification of the Proponent.

### **6.0 GENERAL CONDITIONS**

#### **6.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

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

#### **6.2 CONFIDENTIALITY OF CITY INFORMATION**

Proponents must not disclose any information acquired about the City during this RFP process unless authorized in writing by the City, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of services to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization.

#### **6.3 PROPONENT'S EXPENSES**

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### **6.4 COMPLIANCE WITH LAWS AND REGULATIONS**

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the services in the City of New Westminster and to comply with all Federal Provincial and Municipal laws applicable to the services or the performance of the contract, including those of WorkSafe BC.

#### **6.5 CONTACTING CITY REPRESENTATIVES**

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

#### **6.6 CLIENT / SERVICE AGREEMENT**

The successful Proponent will be required to enter into a contract with the City of New Westminster, based on the City's Consulting Services Agreement attached in Appendix B.

#### **6.7 INSURANCE**

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the City:

- a) Commercial Comprehensive General Liability Insurance protecting the City, for an amount of five million dollars (\$5,000,000) naming the City as additional insured;
- b) Professional Liability Insurance of one million dollars (\$1,000,000)

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### 6.8 PERMITS AND LICENSES

The successful Proponent is required to obtain a City of New Westminister Business license prior to commencement of work.

### 6.9 CONFLICT OF INTEREST

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminister or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

### 6.10 LIVING WAGE POLICY

Effective January 1, 2011, the City of New Westminister became a "Living Wage Employer". As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2013 for the Lower Mainland is \$19.62, assuming no benefits are provided by the employer.

In order to determine an employee's hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility. <http://livingwageforfamilies.ca/calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy. **Completion and submission of the Declaration is required prior to Contract award.**

In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City's Living Wage Policy for further information.

[http://www.newwestcity.ca/business/living\\_wage\\_employer.php](http://www.newwestcity.ca/business/living_wage_employer.php)

### 7.0 TERMS OF REFERENCE

- 7.1** The City wishes to retain an experienced building envelope consultant/ firm to design to develop tender drawings and specifications, assist the City in the tendering process, and to perform field review during construction, for the replacement of the main roof roofing with a metal roofing system for the Queen's Park Arena (the "Facility"). The proponent must be an architect or a professional engineer registered in the province of British Columbia.
- 7.2** The consultant will be responsible for the design and detailing of all aspects of the re-roofing assemblies in accordance with good architectural and engineering practice and the requirements of the RCABC standards.
- 7.3** The consultant will be responsible for design services for the replacement of the roofing with a metal roofing system as identified on the Levelton Engineering 2012 Design Brief (attached in Appendix C). The new roofing assembly will require a ten (10) year RCABC roofing guarantee. The Contractor will be responsible for the cost of the RCABC inspections.
- 7.4** The consultant is to design a fall arrest system integrated with the roofing assembly and building structure. The Owner will retain and pay for a structural consultant to design any required structural reinforcement to the existing structure.

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- 7.5** The consultant is to coordinate possible modifications to the existing roof structure to address expansion and contraction. The Owner will retain and pay for a structural consultant to assess and to design any required structural modifications to the existing structure in this regard.
- 7.6** The consultant is to coordinate the redesign of the roof top ventilation and integrate the new exhaust elements with the roofing system. The Owner will retain and pay for the mechanical consultant design separately.
- 7.7** The consultant is to include access ladders as required to meet Work Safe BC requirements and all related building envelope design revisions.

### **8.0 BACKGROUND**

- 8.1** The roofing over the main arena ice sheet is at the end of its effective life cycle. The roofing has been patched a number of times and is showing ridging in the cap sheet which suggests that the roof structure and/or the roofing assembly is being subjected to thermal expansion and contraction or other forces that compromise the integrity of the roofing assembly. The opportunity exists to address this issue and to provide an assembly that is more durable and result in better insulating performance.

### **9.0 SCOPE OF SERVICES**

- 9.1** In general terms, the Consultant will provide the following services:

#### **Pre-design**

- a) Visit the site to establish the existing physical parameters of the building and building systems related to the proposed scope of work. Confirm critical dimensions relevant to the scope of work. The City will provide copies of all the available drawings of the building and the site. The City has basic schematic roof plan AutoCAD drawing of the building. The City does not warrant the accuracy of the drawing;
- b) Review and comment on the City's proposed construction budget;
- c) Review and apply requirements of relevant RCABC roofing standards, building and fire codes and City of New Westminster development and building bylaws;

#### **Schematic Design**

- a) Prepare the design in accordance with all applicable regulations and codes;
- b) Prepare a schematic design level cost analysis for the roofing replacement designs;

#### **Design Development**

- a) Develop the detailed design for the roofing replacement;

#### **Working Drawings**

- a) Develop drawings and specifications;
- b) Prepare a cost analysis at 95% working drawing completion.

- 9.2** The Consultant will be responsible for the Letters of Assurance associated with his Design and the associated Work.

### **10.0 MATERIALS AVAILABLE TO PROPONENTS**

- 10.1** The City is able to provide site assessment and survey information and assessment reports for architectural building systems and the presence of hazardous materials. The City does not

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guarantee or warrant the accuracy or completeness of this information. It is the responsibility of each Proponent to ascertain the conditions of the building and to develop their proposals and designs based on their on site observations and data collection.

### **11.0 DELIVERABLES AND SCHEDULE**

- 11.1** The City anticipates issuing a Notice of Award to the successful Proponent by November 19, 2013.
- 11.2** The successful Proponent must provide the complete final set of tender drawings and specifications to the City by December 31, 2013.

### **12.0 PROPOSAL FORMAT AND PREPARATION**

- 12.1** All proposals must clearly identify:
- a) Understanding of assignment;
  - b) Approach;
  - c) Cost/Schedule;
  - d) Project Team/Experience.
- 12.2** The following are considered key content that should be included as part of the Proponent's submitted Proposal. The City may not consider any Proposal that does not include all of the key content.
- a) the cost to complete the project with an explanation of basis of the fee proposal, including an anticipated level of effort detailing hours on the project;
  - b) an estimate of project related disbursements and the charge-out schedule for personnel and disbursements in general; the Proponent may not add overhead costs to disbursements;
    - 1) include printing costs for twenty (20) sets of full size tender drawings and specifications;
    - 2) include printing costs for fifteen (15) sets of full size "Issued for Constriction" drawings and specifications
  - c) the name(s) of the project team complete with brief resumes.
  - d) the names of three references of clients who have undertaken similar work, the City may contact the references to assess the performance of the Proponent;
  - e) a statement of commitment to undertake the project, provide the staff, and support necessary to complete the project on time and on budget. The City is seeking the services of a Consulting Firm that can start immediately upon contract award.

### **13.0 PRICING**

- 13.1** The Proposal is to include a schedule of effort and pricing based on hourly rates. Note that is requirement is only meant for the Proponent to demonstrate the Proponent's anticipated resource allocation for the proposed Scope of Services, and as such, it is the Proponent's responsibility to provide the services specified for the **fixed fee** proposed regardless of the proposed schedule of effort and related pricing.
- 13.2** The Proposal is to include a schedule of effort and pricing based on hourly rates and separated into the following components:
- a) Pre-design;
  - b) Schematic Design;
  - c) Design Development;
  - d) Working Drawings;



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- 13.3** The following expenses **are to be included** in the fixed, lump sum fee proposal:
- a) All cost associated with fax, photocopier and long distance telephone calls;
  - b) All documentation required to respond to Request For Information submittals from the General Contractor Change Orders and Supplemental Instructions for the construction contract;
  - c) All documentation required to address day to day management of the design and construction phases of the Project;
  - d) All indirect (or overhead) expenses incurred in the course of operating a firm including local travel expenses;
  - e) All costs associated with the necessary insurance coverage including professional liability insurance.
- 13.4** The disbursements which will be reimbursed at cost will include the following:
- a) Reproduction of client requested drawings and reports;
  - b) Delivery of drawings, reports including courier, postage etc;
  - c) All necessary documents required to obtain all permits and approvals from the authorities having jurisdiction.
- 14.0** **PROPOSAL EVALUATION AND SELECTION**
- 14.1** The City of New Westminster will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the products and/or services requested.
- 14.2** The City is not obligated to accept the lowest or any Proposal, and may reject all submissions.
- 14.3** The City at its discretion, may invite some or all Proponents for an interview to provide clarifications of their Proposals. In such event, the City will be entitled to consider the answers received in evaluating Proposals.
- 14.4** The City may award the Contract to the Proponent whose submission, in the City's sole discretion, provides the best overall value to the City for the work. In evaluating the overall value to the City for the work in respect of each submission received, the City, in addition to price, will have in mind its critical goals of obtaining a high quality product in accordance with the schedule established under the Request for Proposal documents.
- 14.5** In evaluating overall value, the City may consider, without limitation, price, qualifications and past experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.
- 14.6** The City, in assessing best value:
- a) May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;
  - b) Has no obligation to receive further information, whether written or oral, from any Proponent, not to disclose the nature of any Proposals received;

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- c) May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.

**14.7** Proposals will be evaluated based on the following criteria:

- a) Experience of the consulting firm;
- b) Experience of the project lead engineer;
- c) Experience of project team;
- d) Fee.

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

**15.0** **REFERENCES**

**15.1** **NOTE: Failure To Provide References May Result In Disqualification**

**15.2** Proponents shall provide sources for three (3) references (companies for whom work of a similar magnitude and nature completed in the past five (5) years, including the City of New Westminster).

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX A**

Declaration – Living Wage Employer



## DECLARATION – LIVING WAGE EMPLOYER

I, \_\_\_\_\_ as a duly authorized signing officer of

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: \_\_\_\_\_

Authorized Signatory:

Dated:

\_\_\_\_\_

\_\_\_\_\_

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**APPENDIX B**

Draft Consulting Services Agreement

## DRAFT CONSULTING SERVICES AGREEMENT

This Agreement made the \_\_\_\_ day of \_\_\_\_\_ 2013

**BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER**  
511 Royal Avenue, New Westminster, BC, V3L 1H9  
(herein called the “City”)

**AND: “CONSULTANT”**  
Address  
(herein called the “Consultant”)

The City and the Consultant agree as follows:

### 1.0 Services

- a) The Consultant agrees to perform Consulting Services (herein called the “Services”) as detailed in the Scope of Work and Proposal for *(insert name of work here)* submitted to the City *(insert date here)* (as the same may be amended from time to time by mutual agreement in writing) which form part of this Agreement.
- b) The Consultant’s relationship to the City will be that of a prime consultant.
- c) The Consultant represents that he/she is professionally qualified and capable of performing the Services and shall at all times exercise the standards of care, skill and diligence normally provided by a professional specializing in the performance of the Services similar to those contemplated by this Agreement.
- d) The Consultant will not act for any party whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- e) The Consultant warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation’s sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this Agreement, the Consultant will immediately inform the City in writing.

### 2.0 Duration And Termination

#### 2.1 Duration

- a) Services under this Agreement shall commence on *(insert start date)* and be completed in accordance with the schedule in the Scope of Work, subject to further extension as agreed upon by the parties.
- b) When the Consultant fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion in writing.
- c) In the event additional services are required that do not fall within those described in the Scope of Work then the completion date set forth above may be extended by mutual

agreement, by a period determined to be sufficient for such additional services. The City may request additional services and the Consultant will provide a written fee quote. The Consultant will not commence additional services until the City has accepted the fee quote.

- d) Should the Consultant breach this agreement, either by abandonment, or by act or omission on his part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Consultant shall be paid only for Services performed up to the date of contravention.
- e) Acts or omissions by the Consultant which shall justify termination of this Agreement shall include but not be limited to the following:
  - i) neglect of duties;
  - ii) non-compliance of this Agreement;
  - iii) inability to perform the Services he represented himself as competent to perform;
  - iv) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.

## 2.2 Termination

- a) The agreement may be terminated by the City as follows:
  - i) For Deficiency or Default – following seven (7) days written notice by the City, the City may at any time terminate this Agreement if the performance of the Consultant is unsatisfactory in the opinion of the City, or if the Consultant breaches any provisions of the Agreement and fails to remedy the same promptly;
  - ii) Without Cause - by providing the Notice in writing to the Consultant's representative (as agreed upon).
- b) Upon termination of the agreement, the City will pay the Consultant for all work performed up to the effective date of termination. All other obligations of the City to the Consultant will terminate upon the termination or expiry of the agreement.

## 3.0 **Non-Disclosure Of Information**

- 3.1 The Consultant accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.

## 4.0 **Ownership Of Contract Documents And Freedom Of Information**

- 4.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Consultants that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy* (FOIPP) and *Community Charter*. Consultants who wish to ensure particular parts of this contract are protected from disclosure under the FOIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

## 5.0 **Compliance With Applicable Laws**

- 5.1 The Consultant shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the conduct of the Services and the locations to

which the Services are to be performed. The Consultant shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.

- 5.2 The Consultant will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Consultant will provide proof of Good Standing to the City before the Consultant starts work for the City and again before the City makes final payment to the Consultant.
- 5.3 The Consultant will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation (WC) Act*. Any WorkSafe BC violation by the Consultant may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, because of the actions of the Consultant are the responsibility of the Consultant.

## **6.0 Patent Rights And Royalties**

- 6.1 The Consultant shall save harmless and indemnify the City from and against all claims and proceedings for or in account of infringement or any patent, design right, trademark or name or other protected rights in respect of any practice or process in respect of the Services to be performed.

## **7.0 Advertising And Publicity**

- 7.1 The Consultant shall submit all proposed advertising or publicity by the Consultant referring to the City or performance of the Services to the City for written approval prior to issue.

## **8.0 Relationship**

- 8.1 It is expressly agreed, represented and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Services and that the Consultant is not an employee, agent or servant, of the City. Further, this Agreement shall not be deemed to constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the City will be invoiced according to the terms and conditions of this Agreement.
- 8.2 The manner and means by which the Consultant conducts its work in order to provide the Services contemplated by this Agreement are under its control.

## **9.0 Compensation**

- 9.1 In consideration of the performance of the Services, the City shall pay the Consultant the rates provided in the Proposal dated *(enter date here)*, not to exceed *(enter amount)* excluding the Goods and Services Tax (GST) and disbursements, the Maximum Authorized Expenditure. The City may increase the Maximum Authorized Expenditure by issuing a written and signed Change Order. The Consultant will invoice for disbursements separately.
- 9.2 The City retains the right to access and audit the Consultant's files and records related to the City's business with twenty-four (24) hours notice during normal business hours.



## **10.0 Application For Payment**

- 10.1 The Consultant shall submit invoices to the City, attention *(as directed)*, on, or before the tenth (10<sup>th</sup>) day of each month. The City, if it approves the amount of such invoices, shall pay such invoices within thirty (30) days from the invoice date.
- 10.2 Each invoice will show an itemized list of services and costs incurred for each of the tasks outlined in the Scope of Work. In addition to an itemized invoice, each invoice submitted by the Consultant will clearly include the total amount of services and disbursements and total for each task; the total to date for each task; and the total payable for this invoice.
- 10.3 The Consultant shall attach to each invoice a brief report detailing the work completed to date, work completed during the month covered by the invoice, and work outstanding to complete the Services.
- 10.4 Notwithstanding any to the contrary in this Agreement, the City shall never be obligated to pay the Consultant a greater percentage of total fees and disbursements than the degree of percentage complete of the total Services.
- 10.5 If the city does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the City shall not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted, until that date that invoice is paid. The City, if it approves the amount of such invoices, shall pay such invoices on or before the twentieth (20<sup>th</sup>) day of the following month.
- 10.6 The Consultant shall keep proper accounts and records of all costs and expenditures forming the basis of any billing to the city, including but not limited to, hours worked, details of all disbursements (including copies of services invoices), and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as shall be reasonably necessary or advisable.
- 10.7 The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees.

## **11.0 Indemnification**

- 11.1 The Consultant, on its own behalf and on behalf of all persons and corporations working by, through or under the Consultant, hereby agrees to indemnify and save harmless the City and its employees, officers, and agents from and against all losses, damages, claims, expenses suits and judgements arising out of, or related to, the provision of the Services by the Consultant that are found to be negligent.
- 11.2 This indemnification shall not apply:
  - a) where the losses, damages, claims, expenses, suits or judgements result from the City acting on the advice of, or receiving direct service from, the sub consultants or employees of the sub consultants of the Consultant and without the knowledge or consent of the Consultant; **or**
  - b) to the extent that the City, its employees, officers, or agents were negligent.
- 11.3 This indemnification shall terminate two (2) years from the date of Substantial Performance as certified by the Consultant for the project herein.

11.4 Nothing in this article shall derogate from the tort and other duties and liabilities of the Consultant and its sub consultants to the City.

## **12.0 Change To Scope Of Service**

12.1 The City may vary at any time the Scope of Work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing.

12.2 Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work; the Consultant shall so advise the City within ten (10) days in writing. Without said written advice within the period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

## **13.0 Insurance**

13.1 The Consultant shall provide, maintain and pay for the following insurance which shall be in place with such insurance company or companies and in such form as may be acceptable to the City:

a) Professional Errors and Omissions Liability Insurance protecting the Consultant, any sub consultant and their respective servant(s), agent(s) or employee(s) against any loss or damage arising directly or indirectly out of the professional services rendered by the Consultant, any sub consultant, servant(s), agent(s), or employee(s) under the contract. Such insurance shall be for an adequate amount acceptable to the City and shall in any event be not less than one million dollars (\$1,000,000.00) inclusive any one occurrence. The Consultant shall not be entitled to payment for services resulting in errors or omissions for which the Consultant is held responsible.

b) General Liability Insurance of not less than five million dollars (\$5,000,000.00) inclusive any one occurrence.

13.2 Before undertaking any part of the work, the Consultant shall furnish to the City certificates showing that such insurance is in force. Such certificates shall provide that the insurance is non-cancellable except upon thirty (30) days prior written notice to the City.

## **14.0 Drawings And Designs**

14.1 The Consultant shall deliver to the City, upon request and at no additional cost to the City, at least one complete set of all drawings, estimates, programs, or other documents produced in connection with the Agreement, on a compact disk (CD) in Adobe (PDF) format, unless otherwise stated.

## **15.0 Authorization To Proceed**

15.1 The City will issue a Purchase Order to the Consultant. Issuance of the Purchase Order authorizes the Consultant to proceed with the work.

## **16.0 Assignments**

16.1 This Agreement may not be assigned by the Consultant, or to its successor (s) without the express written consent of the City.

## **17.0 Engagement Of Other Consultants**

17.1 The City, in any event, reserves the right at its own discretion to engage any consultant, other than that with which it reaches agreement(s), during the term of such agreement(s), if is deemed advantageous or appropriate.

**18.0 Ownership And Copyright**

- 18.1 All drawings, plans, specifications, reports, and other documents or products produced by the Consultant from the Service shall remain the property of the Consultant.
- 18.2 The Consultant shall give the City reproducible copies of any such documents and/or products, and these may be used by the City in any manner as part of its operations at its own risk, if the City chooses to use them in any manner other than for the particular purpose for which they were provided.

No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.

This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**THE AUTHORIZED SIGNATURE FOR  
THE CORPORATION OF THE CITY OF  
NEW WESTMINSTER:**

\_\_\_\_\_  
Name and Title

Accepted and Agreed on

\_\_\_\_\_, 2013

By  
**CORPORATE NAME**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Office

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX C**

2012 Levelton Roofing Design Brief

**QUEENS PARK ARENA  
PROPOSED ROOF REPLACEMENT  
QUEENS PARK  
NEW WESTMINSTER, BC**



**DESIGN DEVELOPMENT BRIEF**

Prepared for:

**CORPORATION OF THE CITY OF NEW WESTMINSTER**  
511 Royal Avenue  
New Westminster, BC  
V3L 1H9

Attention:

Mr. Wayne Werbovetski, B Arch., MAIBC  
Building Management Coordinator

Prepared by:

**LEVELTON CONSULTANTS LTD.**  
#150 - 12791 Clarke Place  
Richmond, BC  
V6V 2H9

Prepared by:

A handwritten signature in blue ink, appearing to read "Tim Stubbins".

Per: Tim Stubbins, A.Sc.T.  
Building Science Division

December 18, 2012

Reviewed by:

A handwritten signature in blue ink, appearing to read "Shakir Rashid".

Per: Shakir Rashid, P. Eng.  
Building Science Division

File: RI12-2043-00

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## **1. INTRODUCTION**

Levelton Consultants Ltd. have been retained by the Corporation of the City of New Westminster to provide design considerations for two roof replacement options for the proposed main roof re-roofing project at the Queens Park Arena facility. Levelton performed a Roof Condition Assessment for all the City owned properties in 2006. Based on the report, the main roof area was scheduled for replacement in 2013. Levelton has now been retained by the Client to prepare this Design Development Brief (“Design Brief”) in order for the City to cost out the project for their up-coming budget.

Levelton provides this Design Brief which discusses the proposed scope of the targeted remedial work, the proposed design concepts, material choices and issues related to the building envelope performance of the building. The Design Brief is presented to the Client for consideration. It serves as a vehicle for Levelton to propose design options to the Client, and for the Client to record decisions and provide feedback to Levelton.

## **2. DESIGN CONCEPTS**

Queens Park Arena provides for two main events throughout the year. Ice hockey during the late fall, winter and early spring. The ice is removed during the rest of the year to accommodate the sport of lacrosse. The roof assembly will be required to accommodate both conditions as a result of building usage. Depending on the conditions of the air on the interior side of the roof assembly, the thermal difference and vapour drive may fluctuate inward or outward within the season.

During the cold season, it is recommended to monitor temperatures within the centre of the ice rink – (i.e.: between the ice surface and ceiling) and near the ceiling. It is believed arena staff provides a constant temperature at the ice level.

## **3. SCOPE OF THE REMEDIAL WORK**

The proposed Scope of Work will involve the replacement of the existing main roof assembly over the arena portion of the facility with a new roofing assembly that meets the requirement of the Roofing Contractors Association of British Columbia (RCABC) guidelines for their 10-year guarantee program. There are two options to be considered:

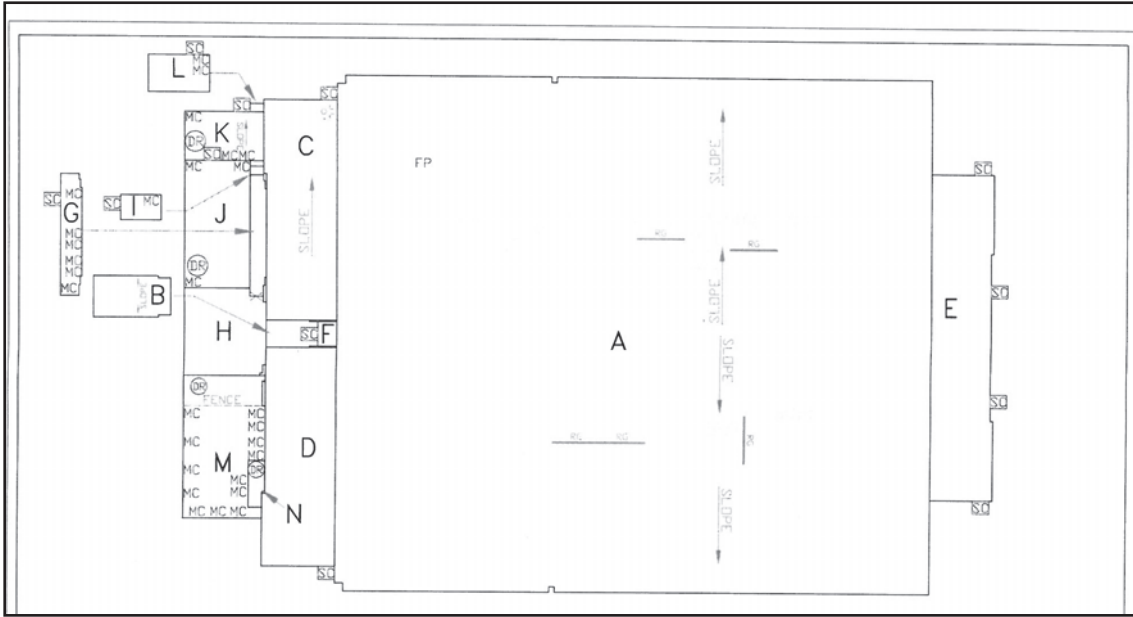


Figure 3.1. Roof Plan indicating Roof Area A to be re-roofed.

### **Option 1**

2-Ply SBS (Styrene Butadiene Styrene) modified asphalt sheet membrane system. There are several roofing manufacturers that provide SBS membranes. We would recommend that Siplast or Soprema products and systems be used for this project. The life expectancy of 2-ply SBS systems are in the range of 20 to 25 years provided regular maintenance is provided.

Components for the two ply system:

- Cap sheet – Minimum of 250 cap sheet to be used. The membrane sheet provides for higher puncture resistance – falling debris from adjacent trees.
- Base sheet
- Recovery or over-lay board (material depends on manufacturer of roofing membrane selected)
- Insulation
- Vapour barrier (preference should be given to material from same manufacturer as roofing. Alternatively, refer to RCABC manual).
- Existing roof deck

### **Option 2**

24ga.concealed fastener standing seam metal roof system. The metal roof is designed to “float” allowing for expansion and contraction. Metal roofs life expectancy is in the range of 45 to 50 years.

Components for the metal roof system:

- Standing seam metal panels. Metal roof panels are generally formed on site. The rolls of metal can be pre-painted or left galvanized. The panels will get scratched from the installation.



- Underlayment (refer to RCABC list)
- Insulation Z girts will be required at 4'-0" o.c. to support the insulation panels and metal roof panels.
- Vapour barrier (refer to RCABC list)
- Existing roof deck

### 3.1 GENERAL CONSIDERATIONS

Both systems will require the installation of a continuous vapour barrier. The vapour barrier will minimize moisture driven air from migrating into the roof assembly. Polyisocyanurate insulation is preferred for the proposed application. Polyisocyanurate insulation provides an R value of 6 per inch. The energy code stipulation R value for this building of R6; however, we recommend that thermal resistance for the building be evaluated based on conditions experienced by the building. Glass fibre or acrylic insulation facer is recommended over paper facers due to the potential for mould formation with the metal roof system.

Roof top curbs are required to be constructed around the large vent shafts along the main roof ridge. Expansion / control joints should be considered to accommodate deck movement with the SBS roof system. Solid blocking along the ridge and along the roof angle change will be required in order to structurally secure the metal roof panels.

The insulation will be required to be mechanically fastened as per RCABC minimum requirements. The type of fastener and plate to minimize heat / cold transfer will need to be considered. During the winter time, there is a possibility for moisture to form on the exposed (underside of the decking) fastener and drip onto the ice surface and viewing areas.



West side of roof

The main roof area over the Queens Park Arena facility is currently waterproofed with a built-up 2-ply SBS roofing assembly. The roof condition assessment completed in 2006 did not conduct a cut test to confirm the assembly. However, it is believed that insulation is present under the membrane.

The remediation of the deck sheathing may be necessary to provide a proper substrate surface for new roofing membrane system. The condition of the existing roof deck is currently not known; however, there have been leaks in the past which over time could compromise the structural integrity of the deck.

### 3.2 PARAPET WALL ARCHITECTURAL FEATURE



Triangular parapets on the roof at the East and West Elevations – South end.

All existing metal wall, counter and cap flashings will be required to be removed and replaced for both options. The existing substrates are to be cleaned prior to a new self-adhered modified asphalt sheet membrane is applied. New 24 ga. metal flashings are to be installed over the self-adhered membrane

It is recommended to install crickets at dead valleys such as the one shown in the photo to re-direct the water to the gutters.

### 3.3 STRUCTURAL ASSESSMENT

Levelton has not conducted a structural analysis of the existing roof deck or framing elements. There has been evidence of the existing membrane moving resulting in tears. It is uncertain at this time whether the deck moves and / or the existing insulation layer – expands and contracts. The shiplap decking is constructed over the structural framing consisting of wood and steel. Over the years, there have been renovations to the building which included an expansion at the North end and structural upgrades.

As indicated earlier in the Design Brief, solid blocking will be required at the ridge and roof angle change. Solid blocking secured through to the structural framing is required in order for the “Drag Load” fasteners (fasteners supporting the sheet metal panels) to be inserted into. Depending on the panel length – intermittent blocking may be required as well.

### 3.4 ROOF PENETRATIONS

There are several roof penetrations for the existing plumbing and exhaust vents. The existing vent flashings along the eave, to the best of our knowledge, are no longer in use. Such flashings should be discarded and the roof substrate patched over to support the new roof assembly.

Due to the new height of the roof assembly (add insulation depth); the exhaust vents and / or plumbing pipes will be required to be extended.

### 3.5 RIDGE VENTILATION



The existing vents located at the top of the roof ridge will require a curb to be installed around each of the four (4) units. The curbs are to be a minimum of 8" high. Self-adhered membrane and metal flashings tying into the vent base will provide waterproofing.

Through discussion with the City, the existing vents are operated by hand to the open and closed positions. The client may wish to consider and budget for electric motors to operate the vents.

### 3.6 SNOW RETENTION SYSTEM

For the metal roof system, a snow retention system is recommended to prevent ice and / or snow from sliding off the roof and damaging property and / or causing injury to the public. Snow retention systems can be designed to be attached to the standing seam portion of the metal roof eliminating the need to cut the metal panels and tying back to the deck.

### 3.7 GUTTERS

The existing gutters are recommended to be removed as they will get damaged during construction. Client should consider replacing existing small gutters with a wider 6" wide x 6" deep custom gutter including large diameter downpipes and clean-outs at the base of the wall.

## 4. OTHER COLOUR SELECTIONS

### 4.1 COLOUR SELECTION

The existing roof colour is close to grey. Standard colours of the cap sheet of SBS modified bituminous sheet products are limited. Custom colours are available at additional costs. Lighter colours tend to reflect or minimize heat gain.

Metal roofing also comes in a variety of colours. Heat will build up with darker colours. Consideration should be given to use "Gavalume" sheet metal. Although the material is "shiny" it does not show the scratches like the painted products.

### 4.2 METAL FLASHING AND SEALANT

Metal flashing and sealant are part of the roofing system and are used at many locations, such as, between dissimilar materials (e.g. the roof membrane to parapet walls and vent transitions) and roof perimeter.

Levelton suggests specifying the standard colours of the flashing and sealant to match closely with the roof system and / or building exterior wall colour. Although, the Client will have an

opportunity to make final selection on the colours. During construction, decision regarding standard versus custom colour is vital at the budgeting stage.

### 4.3 SOLAR PANELS

If solar panels are a consideration, then preplanning for roof penetrations need to be addressed at this stage.

## 5. CONSTRUCTION PARTICULARS

### 5.1 STAGING / SITE FACILITIES

The Contractor will require a dedicated area to accommodate a site trailer, storage space for materials and a garbage bin. Additionally, the Contractor will likely request additional parking stalls designated for the workers use, as well as two preferred delivery routes. Budgeting should take into account general requirements to facilitate the work such as storage / office container, communication, temporary utility hookup, scaffolding, staging, bin rental, garbage disposal, superintendent, etc.

## 6. CONCLUSION

The client may use the space below to make notes or provide comments.

***The Client's Additional Comments:***

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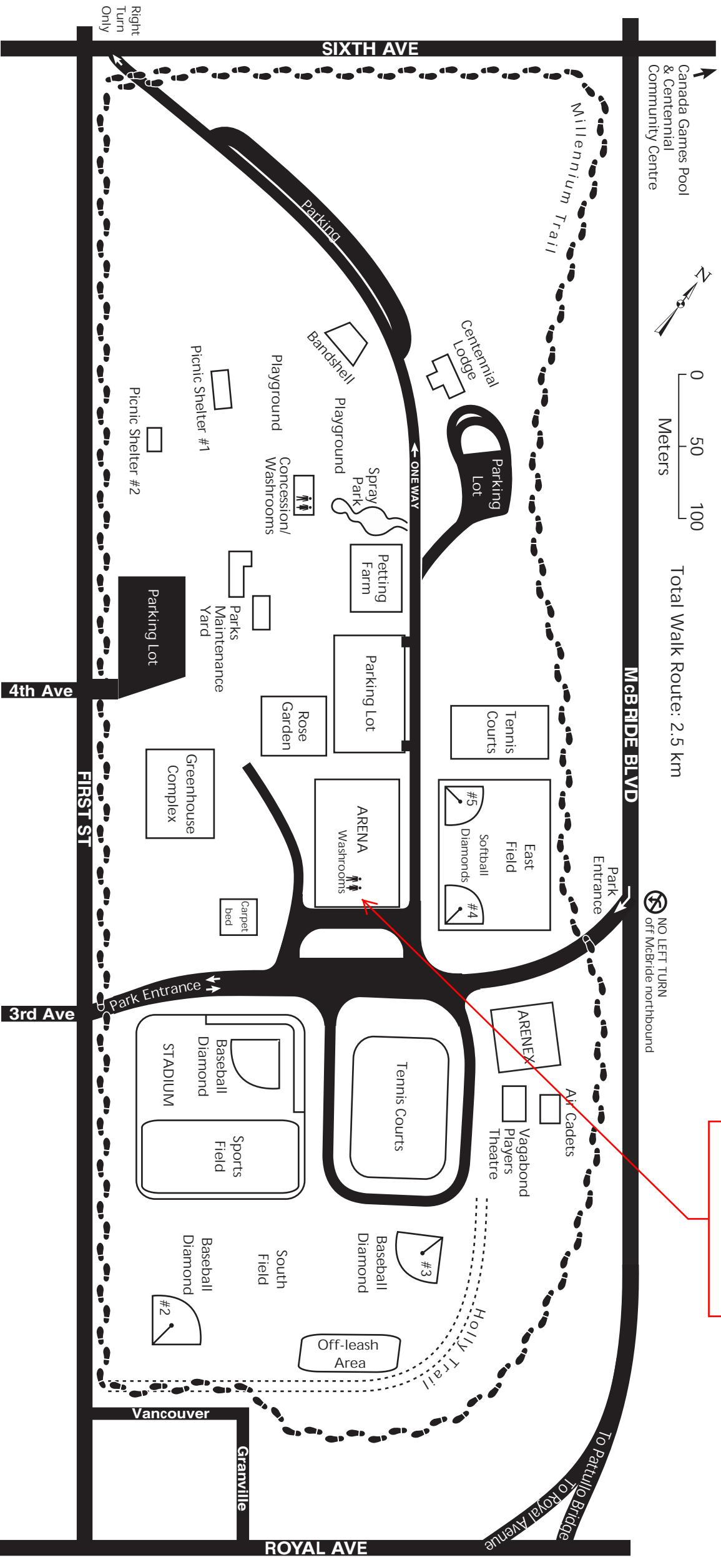


**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX D**

Queen's Park Map

# QUEEN'S PARK - NEW WESTMINSTER, BC



Total Walk Route: 2.5 km

NO LEFT TURN off McBride northbound

Meeting Location