



Corporation of the City of NEW WESTMINSTER

REQUEST FOR PROPOSAL

NWRFP-21-08

Play Equipment Replacement, Queen's Park Playground

The City is seeking submissions from qualified Proponents for **Play Equipment Replacement, Queen's Park Playground** in New Westminster.

Optional Information Meeting

Thursday, March 11, 2021

9:00 am, Local Time

Queen's Park Playground,

First St and Third Avenue, New Westminster, BC

Refer to enclosed Park Map for location

Closing Time:

Thursday, March 25, 2021

3:00 PM, Local Time, Vancouver BC

Closing Location:

upload to <https://fileshare.newwestcity.ca/filedrop/~sS3M7G>

Further requests for information :

Heather Rossi

Intermediate Buyer

Email: nwpurchasing@newwestcity.ca

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CORPORATION OF THE CITY OF NEW WESTMINSTER**PART 1****RFP PROCESS & GENERAL REQUIREMENTS****1.0 DEFINITIONS**

- 1.1 “Business Requirements”** means the detailed specifications, requirements and Services set out in Part 2 of this RFP.
- 1.2 “City”, “Owner”** means the Corporation of the City of New Westminster.
- 1.3 “Contract”** means a written contract for the Services that may entered into by the City and a Proponent.
- 1.4 “Proponent”** means a person who submits a Proposal to the City in response to this Request for Proposal.
- 1.5 “Proposal”** means a proposal submitted to the City in response to this RFP.
- 1.6 “Provide” “Supply”** shall mean provide and pay for, and supply and pay for.
- 1.7 “Request for Proposal” “RFP”** means this Request for Proposal, including all Schedules to this Request for Proposal, and any changes the City may from time to time make to this Request for Proposal.
- 1.8 “Services”** means the provision by the successful Proponent of all services, duties, and expectations as described in this RFP, including in the Business Requirements.

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2.0 INTRODUCTION

- 2.1** The City of New Westminster invites proposal submissions from interested and experienced parties for the supply and installation of replacement playground equipment at Queen's Park playground located at First Street and Third Avenue in New Westminster, BC. Refer to Appendix J – Plans for location of the playground and site photos of the existing playground.

Part 1 of this RFP describes the RFP process and sets out general requirements and expectations.

Part 2 of this RFP sets out the Business Requirements, and contains more detailed requirements regarding the services and products sought by the City under this RFP.

Part 3 of this RFP sets out Proposal format and content requirements, which all Proponents are expected to adhere to in preparing their Proposal

3.0 OPTIONAL INFORMATION MEETING

- 3.1** The City has arranged an Optional Information Meeting and Site Viewing for all Proponents on **Thursday, March 11, 2021** starting at **9:00 am** at Queen's Park Playground, First St and Third Avenue, New Westminster, BC. Refer to Appendix I - Park Map for meeting location
- 3.2** While attendance is at the discretion of the Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. The City will not keep nor distribute minutes of the meeting.
- 3.3** The purpose of this Information Meeting is to provide Proponents with an opportunity to view the site, current equipment, and present questions relative to the specifications, requirements, and RFP process.
- 3.4** It is possible that some questions raised and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Proposal. Proponents are responsible to ensure they are fully informed and have a clear understanding of the requirements.
- 3.5** Proponents are encouraged to delegate a senior official to represent the Proponent at the Information Meeting.

4.0 NO CITY OBLIGATIONS TO PROPONENTS

- 4.1** This RFP is a request for proposals, and not a call for tenders or request for offers and no contractual obligations shall arise between the City and a Proponent upon the Proponent's submission of a Proposal to the City. For clarity, the City shall have no obligations whatsoever to any Proponent until and unless the City and a Proponent enter into a formal, written contract for the Proponent to provide the Services.

5.0 CITY DISCRETION

- 5.1** For clarity, and without in any way limiting the City's rights, prospective proponents should be aware that the City may, at its discretion:
- a) cancel this RFP at any time;
 - b) select a Proposal that deviates from the requirements of this RFP;

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- c) select a Proposal that is not the lowest cost Proposal;
- d) select a Proposal with a view to engaging the Proponent to provide only some of the Services;
- e) modify this RFP at any time;
- f) reject a Proposal for any reason, including where in the City's estimation the personnel and/or resources of the Proponent are deemed insufficient or if the City determines that a Proposal is incomplete or does not comply with a requirement under this RFP;
- g) not select any Proposals;
- h) split the provision of the Services requirements between two or more Proponents;
- i) shortlist one or more Proponents to formally present their Proposal to the City's Evaluation Committee;
- j) negotiate with one or more Proponents, including with respect to the form of Contract;
- k) consider and select a late Proposal.

6.0 PROPOSAL INSTRUCTIONS

- 6.1** Proposals should be submitted electronically in one (1) Adobe (PDF) file with "NWRFP-21-08 Submission" in the Subject <https://fileshare.newwestcity.ca/filedrop/~sS3M7G>
- 6.2** The City will receive Proposals at the location and time indicated on the title page of this Request for Proposal.
- 6.3** It is the Proponent's responsibility to ensure that the City receives its Proposal prior to the closing time indicated on the title page of this Request for Proposal. The City does not accept facsimile or other unsealed Proposals.
- 6.4** Requests for clarification or further information should be made in writing only to the individual from the City identified on the first page of this RFP. The City may respond to enquiries that it, in its sole discretion, considers relevant to this RFP. The City intends to respond only to those relevant written enquiries received at least ninety-six (96) hours prior to the closing time indicated on the title page of this RFP. The City may record enquiries and post written responses on its website at <https://www.newwestcity.ca/business-and-economy/doing-business-with-the-city/request-for-bids-and-proposals-open>

7.0 CONTRACT REQUIREMENTS

- 7.1** Any contract arising from this Request for Proposal will use the CCDC 2 2008 Stipulated Price Contract and the City's Supplementary General Conditions.

8.0 PERFORMANCE BONDING

- 8.1** The Successful Proponent may be required to provide to the City of New Westminster, in a form acceptable to the City, Performance Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:
- a) A Bank Draft;
 - b) An Irrevocable Letter of Credit; or
 - c) A Performance Bond.
- 8.2** The Successful Proponent may be required to provide to the City of New Westminster, in a form acceptable to the City, Labour and Material Payment Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:
- a) A Bank Draft;
 - b) An Irrevocable Letter of Credit; or

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- c) A Labour and Material Payment Bond, the Bond **must be** a Broad Form bond protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.

9.0 DOCUMENTS REQUIRED OF THE SUCCESSFUL PROPONENT

9.1 Within fifteen (15) days of receipt of the Owner's Notice of Award the successful Proponent shall provide some or all of the following documents and/or requirements to the City:

- a) Certificate of Good Standing from WorkSafe BC;
- b) Proof of Insurance as required under the CCDC Contract General Conditions, the CCDC -41, and the Supplementary General Conditions of this RFP;
- c) Names of all Subcontractors and description of the work to be performed by them, or confirmation that no Subcontractor will be involved in this project;
- d) Proof of a valid City of New Westminster or MetroWest Inter-Municipal Business License;
- e) Performance Security and Labour and Material Payment Security as called for in Part 1 Section 8.0 of this RFP.

10.0 GENERAL CONDITIONS

10.1 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.

10.2 PROPOSAL CONFIDENTIALITY & FREEDOM OF INFORMATION

Proponents should be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) ("Act"). A Proponent may stipulate in their Proposal that a portion(s) of their Proposal that contains confidential information and is supplied to the City in confidence. However, under FOIPPA, the City may nevertheless be obligated to disclose all or part of a Proposal in response to a request made under the Act, even if the Proponent has stipulated that part of their Proposal is supplied in confidence. The Proponent should review Section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under the Act.

10.3 CONFIDENTIALITY OF CITY INFORMATION

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

10.4 PROPONENT'S EXPENSES

For clarity, Proponents will be solely responsible for their own expenses incurred in connection with this RFP, including in preparing and submitting a Proposal and in any subsequent negotiations with the City.

10.5 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.

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10.6 CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may reject a Proposal if the City considers that selection of the Proponent to enter into a Contract would give rise to a conflict of interest. The Contract may include a clause providing that a failure to disclose, or false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with the City or any of its elected or appointed officials or employees shall be grounds for immediate termination of the Contract, in the City's sole discretion, without compensation from the City.

10.7 INSURANCE

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, Insurance as required under the CCDC-2 2008 Contract General Conditions, the CCDC-41, and the Supplementary General Conditions of this Request for Proposal.

10.8 PERMITS AND LICENSES

The successful Proponent may be required to obtain a City of New Westminster or MetroWest Inter-Municipal Business license prior to commencement of work.

10.9 GOVERNING LAW / JURISDICTION

This RFP shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected to this RFP.

10.10 COVID-19 GLOBAL PANDEMIC

Due to the COVID 19 global pandemic, the City may be required or decide not to proceed with the Work or to terminate any contract prior to the Work commencing. If this occurs, the City will only pay for actual costs incurred by the consultant.

In submitting a Proposal, the Proponent acknowledges the presence of the COVID-19 virus in Canada and other jurisdictions. The Proponent also acknowledges the consequences and impacts "Known Impacts" of the COVID-19 Pandemic existing as of the date of this Request for Proposal, and said "Known Impacts" have been accounted for by the Proponent within the schedule and pricing.

11.0 LIVING WAGE EMPLOYER

11.1 Effective January 1, 2011, the City of New Westminster 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 current living wage rate for Metro Vancouver is \$19.50 per hour, assuming the employer provides no benefits.

11.2 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://www.livingwageforfamilies.ca/living_wage_calculator

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

11.4 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 Page](#) for further information.

12.0 GOOD NEIGHBOUR PROTOCOL

12.1 This policy is for City-led construction projects and works. The [Good Neighbour Protocol](#) (GNP) provides guidelines to minimize construction related impacts to residents and businesses.

12.2 The successful contractor will be required to adhere to the Good Neighbour Protocol. Please review the City's Good Neighbour Protocol for further information.

13.0 EVALUATION CRITERIA AND PROCESS

13.1 The City intends to evaluate Proposals in order to identify a Proposal that, in the City's opinion offers the best value to the City.

13.2 The City intends to evaluate Proposals based on the following criteria and weighting:

Evaluation Criteria	Weighting
Capability and Experience	15
Business Processes	10
Proposed Play Equipment	35
Schedule	5
Pricing / Fees / Rates	35
References	Pass/Fail
Total	100

13.3 In evaluating a Proposal, the City may review and investigate the Proponent's ability to comply with Living Wage Employer requirements of this RFP and the City may choose not to select a Proponent if the City is not satisfied, in its sole discretion, that the Proponent can meet these requirements.

13.4 In evaluating a Proposal, the City may contact references and may choose not to select a Proponent where the references are not satisfactory to the City in its sole discretion. The City reserves the right to seek a reference from sources other than those provided by the Proponent.

13.5 In evaluating a Proposal, the City may request financial information regarding a Proponent and may choose not to select a Proponent where the City is not satisfied, in its sole discretion, that the Proponent is in a financial position to perform the Services.

13.6 There shall be no obligation on the part of the City to receive further information, whether written or oral, from any Proponent or to disclose the nature of any Proposal received.

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13.7 The City may invite one or more Proponents for an interview or to provide clarifications of their Proposal(s) and the City may consider the results of such Proponent interview(s) or clarifications in evaluating Proposals.

13.8 In evaluating a Proposal, the City may consider qualifications and experience of the Proponent and past performance of the Proponent in providing similar services.

14.0 **NEGOTIATIONS**

14.1 The award of a contract may be subject to negotiations with the lead Proponent that is deemed to provide the best value to the City. Such negotiations include, but not limited to, the following:

- a) Changes to the requirements or Scope of Work proposed by the Proponent
- b) Price; and
- c) Specific contract details as deemed reasonable for negotiations by the City

14.2 If a written contract cannot be negotiated within fourteen (14) days of notification with the lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP or negotiate with another supplier.



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PART 2

BUSINESS REQUIREMENTS

1.0 CORPORATION OF THE CITY OF NEW WESTMINSTER OVERVIEW

- 1.1** The City of New Westminster is the first city in Western Canada and is located at the centre of Metro Vancouver. Just 20 km from downtown Vancouver, the City has both major transportation routes and railways running through its boundaries.
- 1.2** The City, apart from the standard service and facility offerings of a typical municipality, also operates its own Electrical Utility and police force.

2.0 BACKGROUND

- 2.1** The current play structure was built approximately 30 years ago, and was recently identified for replacement due to its age and condition.

3.0 BUSINESS REQUIREMENTS

- 3.1** The objective is to install a new play feature of equal or greater play value to that of the existing feature. In selecting replacement features, staff considers factors such as user age groups, play value, and diversifying the play experience relative the surrounding play equipment.
- 3.2** At present, the expected supply, delivery, and installation of playground equipment is June 2021. The City intends to award a Contract by end of March 2021.
- 3.3** Equipment that reflects Queen's Park's mature forest setting in a fun way is desired. Playground Equipment themed and coloured to fit into this setting is preferred. Proponents should provide in their submissions two options for the replacement play equipment layout (inclusive of required safety zones). Each option should meet the following criteria:
 - a) Equipment must be CSA compliant
 - b) Equipment to consider diversifying the play experience relative to the surrounding play equipment
 - c) Equipment to include at least one raised platform and the platform(s) must be perforated to allow water to fall through
 - d) Equipment to include at least one slide
 - e) Project timeline and costs to meet city timeline and available budget.
- 3.4** City forces will remove the existing equipment and the concrete footings. City forces will prepare the site fencing.
- 3.5** The existing timber retaining walls are to remain.

4.0 PROPONENT QUALIFICATIONS

- 4.1** The Supplier is responsible to ensure all Playground Equipment and related components meets the current version of CAN/CSA- Z614 Children's Playspaces and Equipment National Standard of Canada intended for use by children.
- 4.2** A CSA certified playground installer must perform installation of the play equipment.

5.0 SUMMARY OF WORK

5.1 The scope of work includes:

- a) Supply and installation of replacement play equipment
- b) Tree protection fence (as required by city arborist)
- c) Allowance for backfill and compaction after the removal of existing play tower concrete footings. These footings may not need removal pending layout and footing locations for proposed play equipment
- d) Allowance for removal of 3 small areas of existing pour-in-place rubber (refer to Appendix J – Plans). All or some of the existing rubber areas may remain in place if confirmed feasible and appropriate in the contractor's proposal.
- e) Remove and dispose of existing engineered wood fibre (EWF)
- f) Supply and installation of IPEMA certified engineered wood fibre as required to top up existing wood fibre surfacing on site; assume 67 m³ of material required.

5.2 The successful Proponent at the end of project will provide:

- a) All as-built drawings and manufacturer maintenance manuals and warranties
- b) Letter of Guarantee that the equipment shall adhere to the CSA Standard "A Guideline on Children's Play spaces and Equipment" (most recent revision) intended for use by children age 2 to 12 years
- c) Letter of Guarantee that the safety surfacing meets or exceeds CSA safety standard (most recent revision).

6.0 GENERAL CONSTRUCTION SPECIFICATIONS

6.1 The Contractor shall provide all labour, equipment, and material required for the supply and installation of the play equipment and surfacing as indicated.

6.2 The Contractor will be responsible for protecting existing trees on site (as required by City Arborist), refer to CNW Tree Protection By-laws for standard requirements.

6.3 All concrete footings must be at or below existing sub grade.

6.4 Play components are to be installed at a height to accommodate the depth of engineered wood fibre.

6.5 All connectors shall be counter sunk. All protruding, nuts, bolts, etc. shall be capped or filed flush to prevent snags. No nails are permitted. All pipe ends shall be flush and capped.

6.6 Work will be inspected by the City at various stages, at which time minor modifications may have to be made.

6.7 The City will arrange for an inspection for final acceptance with the Contractor upon completion of work.

6.8 A City Representative will manage the project. The contractor should anticipate regular field reviews and inspections by city staff.

7.0 BUDGET

7.1 The overall project budget is \$200,000. This includes all freight, delivery, and PST.

8.0 SCHEDULE

- 8.1** The anticipated timeline for the RFP is currently as follows; however the City reserves the right to modify the actual timing and sequence of events:

Activity	Anticipated Timing
RFP Closes	March 2021
Proponent Selected	March 2021
Work to start	April 2021
Work to be completed	June 30, 2021

- 8.2** The City expects installation to be completed on or before June 30, 2021. Installation dates will be confirmed once the contract is awarded.

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PART 3

PROPOSAL FORMAT AND CONTENT REQUIREMENTS

1.0 PROPOSAL COVER PAGE

Proposals are to include the following Cover Page, completed by the Proponent:

NWRFP-21-08**Play Equipment Replacement, Queen's Park Playground****Closing Time:**

Thursday, March 25, 2021
3:00 PM, Local Time, Vancouver BC

Closing Location:

upload to <https://fileshare.newwestcity.ca/filedrop/~sS3M7G>

PROPONENT NAME		
Street Address:		
City Province Postal Code		
Contact Name:		
Telephone number:		Fax:
Email		Date:
Signature: by authorized signatory		

By my signature above, it shall be understood that I have read, understood and accept the requirements outlined in the Request for Proposal, we hereby propose to supply the Services in accordance with the Request for Proposal and as outlined in this Form of Proposal.

2.0 REQUEST FOR PROPOSAL DOCUMENTS

2.1 The RFP Documents include the following documents attached to this Form of Proposal

<u>Appendix Title</u>	<u>Appendix Number</u>
RFP Submission Requirements	Appendix A
Declaration – Living Wage Employer	Appendix B
References	Appendix C
Absence of Conflict of Interest	Appendix D
Pricing Submission	Appendix E
Supplementary Conditions to CCDC 2 2008	Appendix F
Schedule A – Prime Contractor Designation	Appendix G
General Requirements	Appendix H
Park Map	Appendix I
Plans	Appendix J

3.0 PROPOSAL FORMAT

3.1 All Proposals should include the following information and in the same sequence of topics and numbered accordingly.

3.2 Sequence of topics:

- 1) Proponent Information - signed
- 2) Appendix A – RFP Submission Requirements – provide all requested information
- 3) Appendix B – Declaration – Living Wage Employer - signed
- 4) Appendix C – References
- 5) Appendix D – Absence of Conflict of Interest
- 6) Appendix E – Pricing Submission

3.3 Please provide a Table of Contents.

3.4 Proposals should not exceed twenty (20) pages in length excluding attached appendices. Proposals should be provided double-sided on 8 ½” white paper, in a font colour of black and not less than 11 point.



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APPENDIX A

PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submission Requirements

- Proponents should provide the information required under each heading clearly and concisely.
- Note any page number restrictions for each question, where applicable.
- Any attachments required to supplement your response should be clearly cross-referenced and included in your Proposal package.
- Do not respond to any questions in this RFP by referencing another question or information that has been submitted to the City outside of this RFP.

1.0	Company Profile <i>*not scored</i>
1.1	Please provide name, address, telephone and web site of your firm;
1.2	A brief overview of your firm, including size, years in service, and other relevant information.

2.0	Capability and Experience
2.1	Provide a one (1) page biography of your key employees who will be working on the project.
2.2	Provide at least three (3) examples of playground equipment replacement projects your company has constructed in the last five (5) years that are similar in complexity and value to this project, include photographs
2.3	If applicable, provide a list of subcontractors and companies you will be using for this project. For each company or individual indicate their role and experiences on projects similar in scope to this project.
2.4	Provide comparable work experience in Appendix C page 1
2.5	Provide three references in Appendix C page 2

3.0	Business Processes
3.1	Provide an overview based upon the requirements outlined in Part – 2, Business Requirements and how you will deliver the project. (Maximum of 5 pages) • Ensure you are very clear on how you propose to meet the requirements.
3.2	In selecting replacement features, how you consider factors such as user age groups, play value, and diversifying the play experience relative the surrounding play equipment.
3.3	Provide information on how the playground equipment incorporates elements that fit specifically into the Queen’s Park natural setting
3.4	Provide information on playground equipment sustainability and durability

4.0	Proposed Play Equipment
4.1	Provide two options for replacement play equipment layout plans inclusive of required safety zones/ • Submit all play component specifications and colours for each option offered with the proposal • Provide one (1) set of plan drawings to scale and 3D renderings for each of the two options submitted (min of 2 required) • Plan drawing to illustrate clearly no-encroachment zones, clearances and required protective surfacing zone and depth. Perspective or illustrate drawings may also be submitted; • Provide a detailed cost breakdown of playground equipment for each option in Appendix E – Pricing Submission
5.0	Schedule
5.1	Provide an overview of your proposed timelines, indicate all major milestones and a list of resources you will require from the City and when.
6.0	Pricing
6.1	Provide pricing for each of the submitted options in Appendix E.
6.2	Provide any additional costs associated with this project.

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APPENDIX B

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 C

COMPARABLE WORK EXPERIENCE AND REFERENCES

COMPARABLE WORK EXPERIENCE

Company / Owner's Name: _____

Contact Person: _____ Phone: _____

Email Address _____

Description of Work: _____

Project Date: _____ Approximate Value: _____

Company / Owner's Name: _____

Contact Person: _____ Phone: _____

Email Address _____

Description of Work: _____

Project Date: _____ Approximate Value: _____

Company / Owner's Name: _____

Contact Person: _____ Phone: _____

Email Address _____

Description of Work: _____

Project Date: _____ Approximate Value: _____

(add additional pages if necessary)

REFERENCES

Please provide three (3) references for companies for whom your organization has completed work of a similar magnitude and nature in the past five (5) years. The City of New Westminster may be used as a reference, if work of a similar nature has been provided to the City.

Reference 1	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

Reference 2	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

Reference 3	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

1.1 The City reserves the right to contact the references to confirm the nature and performance of the work provided by the Proponent. The City may not enter into any contract with any Proponent whose references, in the City's sole opinion, are found to be unsatisfactory. The City reserves the right to seek a reference from sources other than those provided by the Proponent.

1.2 Description of services provided can be expanded but limited to one (1) page per Reference.



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APPENDIX D

ABSENCE OF CONFLICT OF INTEREST

Absence of Conflict of Interest

The City reserves the right to reject Proposals from Proponents, who in the opinion of the City, are in conflict of interest, in relation to the Services described in the RFP. The determination of a conflict will be in the sole discretion of the City.

1. State if there is a conflict, or potential conflict of interest, that may exist with provisions of the Services to the City.	Yes No
2. If you have answered “Yes” to Question 1 noted above , please provide a description of the nature of the conflict of interest below:	



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APPENDIX E

PRICING SUBMISSION

PRICING SUBMISSION

Please provide the costs for completing the Work in the table below. All prices shall be firm and shall include the cost of labour, materials, equipment, permits, transportation, services, fuel charges, and all Federal and Provincial taxes in force as of the date of submission of the offer, except that the Goods and Services Tax (GST) shall be excluded from the price.

Item	Description of work	Lump Sum Total Cost		
1.1	Site Preparation/Mobilization	\$		
1.2	Play Equipment Option A			
1.21	Supply and install play equipment	\$		
1.22	Removal of existing rubber mounds (as required)	\$		
Section subtotal		\$		
1.3	Play Equipment Option B			
1.31	Supply and install play equipment	\$		
1.32	Removal of existing rubber mounds (as required)	\$		
Section subtotal		\$		
1.4	Play Surfacing			
1.41	Remove and Dispose of Existing engineered wood fibre	\$		
1.42	Supply and install engineered wood fibre with landscape fabric (67 cubic meters)	\$		
Section subtotal		\$		
		Subtotal	5% GST	Total Price
A	Play Equipment Option A (1.1+1.2+1.4)	\$	\$	\$
B	Play Equipment Option B (1.1+1.3+1.4)	\$	\$	\$



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APPENDIX F

SUPPLEMENTARY CONDITIONS TO CCDC 2 2008

The Supplementary Conditions revise the General Conditions in the CCDC 2-2008 Stipulated Price Contract as follows:

ARTICLE A-5 PAYMENT

Paragraph 5.3 Interest –

Paragraph 5.3.1 (1) – Delete “..2%..” and substitute “..0%..”

Paragraph 5.3.1 (2) – Delete “..4%..” and substitute “..0%..”

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS,

1.1.7.1 Between “the Agreement between the *Owner* and the *Contractor*” and “Definitions” –
Insert “Addenda”

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

2.2.5 *Delete in its entirety and replace with the following*

“2.2.5 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will, in consultation with the *Owner*, determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT.”

PART 4 ALLOWANCES

GC 4.2 CONTINGENCY ALLOWANCE

Delete in its entirety.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete in its entirety.

GC 5.3 PROGRESS PAYMENT

5.3.1.3 Delete “20 calendar days” and substitute with “thirty (30) calendar days”

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.2 Delete “20 calendar days after receipt” and substitute with “ten (10) calendar days”

GC 5.7 FINAL PAYMENT

5.7.4 Delete “5 calendar days” and substitute with “twenty (20) calendar days”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add

“6.2.3: The allowance for overhead and profit charged by the *Contractor* and subcontractors shall be as follows:

- .1 Cost of materials and labour plus 10% mark-up by the *Contractor* for changes in the work performed by the *Contractor*.
- .2 Cost of labour and materials plus 10% mark-up by the *Contractor* on changes in the work performed by the subcontractors.
- .3 Cost of labour and materials plus 10% mark-up by the subcontractors for changes in the work performed by the subcontractors.
- .4 The overhead and profit for changes in the work shall include supervision, administrative costs, small tools, miscellaneous materials, layout, and recording of the changes on the record drawings.

GC 6.5 DELAYS

Add

“6.5.3.5 Global Pandemic,”

Add

“6.5.6 In the event of any delay, the *Contractor* shall take all reasonable measures to minimize the effects and costs of the delay and this obligation shall be taken into account in the determination of the *Contractor*’s entitlement to an extension of the *Contract Time* and reimbursement of delay costs.”

Add

6.5.7 The parties acknowledge that the *Contract* has been entered into during the on-going COVID-19 Pandemic (the “Pandemic”). The *Contractor* advises that it is able to proceed with the *Work* under the Pandemic conditions and *Restrictions* (collectively the “Pandemic Restrictions”) as they exist as of the date of this *Contract*. The parties acknowledge that Pandemic Restrictions may change so as to cause unavoidable interruptions or interference to the *Contractor*’s performance of the *Work*. The parties confirm:

- (a) notwithstanding the known existence of the *Pandemic*, GC 6.5.3.5 will apply to new Pandemic Restrictions, which arise after the date of this *Contract*, whether anticipated or not, that reasonably interfere with the *Contractor*’s performance of the *Work*, such that upon giving required notice the *Contractor* shall be entitled to an extension of the *Contract Time*, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the *Contract* will remain valid and in force, subject to the terms of the *Contract* including, without limitation, GC 6.5.6 and GC 9.4;
- (c) if new Pandemic Restrictions occur that cause or threaten *Work* interruptions the *Contractor* will, as required by GC 6.5.4 give the *Consultant* and *Owner* immediate notice, and a written plan of the interim steps the *Contractor* will take, if any, during the *Work* interruption, and when Pandemic Restrictions permit, provide the *Owner* with a written plan for the resumption of the *Work*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

11.1.1.1 *Delete in its entirety and replace with the following:*

“1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, sub-consultants and special consultants as identified by the *Owner* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of not less than twenty-four months following *Substantial Performance of the Work*.”

11.1.1.4 In line 1, after “*Owner and the Consultant*” insert “, sub-consultants and special consultants as identified by the *Owner*,”

GC 11.2 CONTRACT SECURITY

11.2.2 *Delete in its entirety and replace with the following:*

“11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfilment of the *Contract*. The form of Performance Bond shall be in accordance with the latest edition of the CCDC approved Performance Bond form. The Labour and Materials Payment Bond shall be a Broad Form bond, protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.”

CCDC 41 – CCDC INSURANCE REQUIREMENTS

Delete paragraphs 3 and 5



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APPENDIX G

SCHEDULE A - PRIME CONTRACTOR DESIGNATION SCHEDULE

Schedule A – Prime Contractor Designation

This Schedule forms part of the agreement between the Corporation of the City of New Westminster (the “City”) and _____ (the “Contractor”) respecting _____ (the “Agreement”).

1. DEFINITIONS

1.1 In this Prime Contractor Designation schedule:

- (a) **“Agreement”** means the agreement entered into between the City and the Contractor on [date] in relation to [description of services] for the Project;
- (b) **“Hazardous Materials Report”** means a report prepared by a qualified person in accordance with s. 20.112 of the *OH&S Regulation*;
- (c) **“Owner”** means the City, which is the owner of the Project;
- (d) **“Project”** means [description of project];
- (e) **“Project Manager”** means the City’s designate with responsibility to liaise with the Contractor for the purpose of managing, overseeing, coordinating or in any other way administering the Project

2. PRIME CONTRACTOR DESIGNATION

2.1 The Contractor agrees to assume the responsibilities of Prime Contractor for the Project, as set out in the *Workers Compensation Act* and the *OH&S Regulation*.

3. CONTRACTOR RESPONSIBILITIES AS PRIME CONTRACTOR

3.1 As Prime Contractor for the Project, the Contractor will:

- (a) ensure that the activities of employers, workers and other persons at the Project relating to occupational health and safety are coordinated; and
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance at the Project with the *Workers Compensation Act* and the *OH&S Regulation*.

3.2 Without limiting the generality of the foregoing, the Contractor will:

- (a) prior to beginning demolition or construction work on the Project, meet with the Project Manager to review and complete the Pre-Job Meeting Form, to review and discuss the information in the City’s Known Hazards Form and the Contractor’s pre-work hazard identification documents, and to review and discuss the Hazardous Materials Report (if any);
- (b) conduct all necessary and appropriate inquiries of all relevant City staff and City records to ensure the Contractor is not missing any information from the City that is relevant to safety at the Project;
- (c) review, plan to address, and address all hazards identified in the City’s Known Hazards Form, the Contractor’s pre-work hazard identification documents, any Hazardous Materials Report, and any hazards or risk identified in the *Workers Compensation Act* or the *OH&S Regulation*;
- (d) maintain and make available the documents listed on the Pre-Job Meeting Form, as appropriate;

- (e) inform all other employers working on the Project that the Contractor is designated as the Prime Contractor for the Project;
- (f) establish and maintain a system or process that will ensure compliance with the *OH&S Regulation* when visitors (i.e. couriers, inspectors, suppliers, etc.) enter the Project, which shall include site orientation and hazard communication to such visitors by the Contractor or the Contractor's designate;
- (g) maintain a current list of persons that each employer at the Project has designated to be responsible for that employer's health and safety activities at the Project;
- (h) ensure appropriate first aid resources are available for workers at the Project at all times work is being performed, in accordance with and as required by the *OH&S Regulation*;
- (i) if required by the *OH&S Regulation*, submit a Notice of Project to WorkSafeBC in accordance with the *OH&S Regulation*, and comply with all requirements of the *OH&S Regulation* concerning the Notice of Project;
- (j) if required by the *OH&S Regulation*, the Contractor will appoint a Qualified Coordinator for the purpose of ensuring the coordination of health and safety activities for the Project, and the Contractor shall ensure that any Qualified Coordinator so appointed is qualified to perform the responsibilities of his or her position and carries out the roles and responsibilities of a Qualified Coordinator as set out in the *OH&S Regulation*;
- (k) provide the following information, in an always updated form, in a readily available location at the Project;
 - (i) the name of any Qualified Coordinator appointed to the Project;
 - (ii) a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station; and
 - (iii) a set of construction procedures designed to protect the health and safety of workers at the Project, developed in accordance with the requirements of the *OH&S Regulation*;
- (l) immediately notify the City of the identity of any Qualified Coordinator appointed by the Contractor at the Project, from time to time.

4. HAZARDOUS MATERIALS

- 4.1 If during demolition or construction work on the Project the Contractor discovers or has reason to believe that there are hazardous materials at the Project that were not set out in any Hazardous Materials Report, the Contractor will;
 - (a) immediately notify the Project Manager;
 - (b) take all reasonably appropriate measures to ensure the safety of workers at the Project; and
 - (c) take all reasonably appropriate measures to ensure the safety of the general public.
- 4.2 Upon notification by the Contractor of additional hazardous materials or suspected hazardous materials at the Project not set out in any Hazardous Materials Report, the City, in accordance with the *OH&S Regulation*, will obtain an updated Hazardous Materials Report, and will share such updated report with the Contractor. If the scope of work of the Project is changed as a result of the updated Hazardous Materials Report, the Project Manager will meet with the Contractor to discuss how the Project may be completed in a safe and cost effective manner.

5. GENERAL

- 5.1 In the event of a conflict between the Agreement and the *Workers Compensation Act* or the *OH&S Regulation*, the legislative requirement(s) will apply.

- 5.2 If any part of this schedule is held to be unenforceable by a court or tribunal of competent jurisdiction, that part shall be severed and the remaining parts of this schedule shall remain in full force and effect.
- 5.3 If the Contractor violates any of the requirements of this schedule or of the *Workers Compensation Act* or the *OH&S Regulation*, the City may treat such violation as a breach of the Agreement resulting in possible termination or suspension of the Agreement and/or any other actions deemed appropriate at the discretion of the City.
- 5.4 No failure or delay by either party to this schedule in exercising any power, right or privilege provided in this schedule will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this schedule.
- 5.5 This schedule may be terminated in accordance with the terms of the Agreement.



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APPENDIX H

GENERAL REQUIREMENTS

1.0 Summary Of Work

- 1.1 The Contractor shall provide all labour, materials, products, equipment, services, and incidentals required to complete the Contract Work as indicated in the Contract Documents and amendments.

2.0 Coordination

- 2.1 The Contractor shall coordinate and direct the execution of the work including directing the subcontractors.

3.0 Cutting and Patching

- 3.1 As it is necessary to carry out the Contract Work, areas of cutting, removal, or opening up of existing areas shall be fully restored to match the previously existing conditions or adjacent existing conditions in construction and finish.

4.0 Submittals**4.1 Pre-Construction Submittals**

- .1 The following submittals shall be provided by the Contractor for the City's review within seven (7) business days of award of the Contract:
- a) Construction Schedule;
 - b) Proof of Insurance;
 - c) Clearance Letter from WorkSafeBC;
 - d) Proof of a valid City of New Westminster or MetroWest Inter-Municipal Business License.

4.2 Shop Drawings & Samples

- .1 Shall be provided to the City Representative in a timely manner prior to ordering of the material and equipment.

4.3 Submittals For Substantial Performance

- .1 The following submittals shall be provided by the Contractor for the City Representative's review upon the Contractor's request for Certificate of Completion of the Contract:
- a) Final inspection certificates from the authorities having jurisdiction;
 - b) Deficiency list, complete with a cost estimate of the value of remaining deficiencies;
 - c) Record Set Drawings - one set of white print working drawings neatly marked up in red indicating any as-built conditions that vary from the original drawings;
 - d) Data Manuals - 2 copies, typed 8.5" x 11" format, submitted in 3 ring hard cover binders including the following:
 - i) List of Sub-trades;
 - ii) Shop drawings;
 - iii) Operation and maintenance information;
 - iv) Warranties.

5.0 Maintenance Manuals

- 5.1 At the time of application for Substantial Performance, provide the City with maintenance manuals as specified in the Contract Documents.

6.0 Utilities And Services

- 6.1 The Contractor may use washrooms as designated by the City.

- 6.2 All other utilities and/or services required by the Contractor shall be the responsibility of the Contractor.

7.0 Security

- 7.1 The Contractor shall be responsible for the security of the job site as related to the Work. Comply with all fire regulations during the period of construction. Site shall be secured at the end of each working day to ensure safe usage by children after hours

8.0 Access

- 8.1 Coordinate with City staff prior to commencing work. Parking may be available on site.

9.0 Dangerous Materials

- 9.1 No gasoline or other dangerous materials shall be stored on the site.
- 9.2 Do not store construction materials and unsecured play items on site.
- 9.3 The Contractor shall separate any dangerous or hazardous materials removed from the site and take to the appropriate recycling or disposal station(s).

10.0 Site Control And Organization

- 10.1 The Contractor shall at all times keep the site orderly and, as work allows, generally clean. Remove all trash and debris daily. Sweep clean all floor areas in, and adjacent to, the work area on a daily basis.

11.0 Site Meetings

- 11.1 The Contractor shall coordinate and attend regular site meetings at such intervals as may be deemed necessary for the purpose of coordinating and expediting the progress of the work.
- 11.2 An authorized representative of the City will attend these meetings, as and when required. The Contractor agrees to attend in person or send an authorized representative to any such meetings that the City may call. The Contractor's subcontractors shall attend meetings as required to expedite the Work.

12.0 Pre-Construction Conference

- 12.1 The City shall advise the Contractor of the time and location of a pre-construction meeting that representatives of the Contractor and trades shall attend prior to the start of any construction of this contract. The purpose of the meeting is to review site conditions, scheduling and other contractual items.

13.0 Rectify Damages

- 13.1 The Contractor shall make good any damage or spillage to adjacent, areas, grounds, or vehicles at no cost to the City and leave the site in the same state as it was prior to commencement of the contract and to the satisfaction of the City. The Contractor shall perform all work in a manner that ensures the minimum interference with normal use of public spaces and facilities.

14.0 Rejected Work

- 14.1 Defective work whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, shall be removed from the site by the Contractor and replaced and/or re-examined promptly in accordance with the Contract Documents, all at the Contractor's expense.

15.0 Quality Of Work

- 15.1 Workmanship shall be of the highest quality. When not specified elsewhere, the Contractor shall perform work in accordance with recognized trade standards and according to product manufacturer's recommendations.

16.0 Temporary Supports

- 16.1 The Contractor shall be responsible for all temporary supports, bracing, or similar structural work as may be required during the carrying out of the Contract Work.

17.0 Consultation With Owner

- 17.1 The Contractor shall contact the City immediately:
- .1 For clarification regarding the Contract Work for information in addition to what is provided in the Contract Documents;
 - .2 If any conflicts or inaccuracies are discovered in the Contract Documents;
 - .3 If any site conditions become apparent that require revisions to the project design and Contract Documents.

18.0 Protection Of The Public And Others

- 18.1 The Contractor shall take adequate measures to protect the public, City of New Westminster staff, and others on site from injury, damage, or other loss resulting from construction and related activities. Included within the Contractor's work are hoarding, signage, and similar items appropriate for construction conditions and the progress of the job. The City shall have complete jurisdiction over entry of Contractor's workers and vehicle access to site and existing buildings. The Contractor shall make building access arrangements in consultation with applicable staff.
- 18.2 The Contractor will be required to meet with the City's Representative on site to review and accept responsibilities as identified in the City's Prime Contractor Designation, Risk Assessment, and Pre-Job Meeting forms.

19.0 Hours Of Work

- 19.1 The Contractor may carry out all work as per the applicable bylaws of the City, or as instructed by the City in the Contract Documents.
- 19.2 The Contractor shall coordinate schedule with the applicable City staff. City staff must approve the schedule prior to the commencement of work. **No workers can be on site outside of pre-approved hours.**

20.0 Contractor Closeout**20.1 Final Accounting**

- .1 Final statement of account - submit to Owner reflecting all adjustments and the following:
 - a) Original Contract Sum;
 - b) Additions and deductions resulting from:

- i) Change Orders;
 - ii) Unit Prices;
 - iii) Other adjustments;
 - iv) Deductions for uncorrected work;
 - c) Total Contract sum as adjusted;
 - d) Previous payments;
 - e) Sum remaining due.
- .2 The City retains the right to obtain proof of payment, in the form of a signed and sealed CCDC 9A-2001 Statutory Declaration, of all sub-trades and material suppliers from the Contractor prior to making final payment.

20.2 Project Closeout

- .1 Flush clear all drains affected by the work;
- .2 Clean site of materials and debris created by the Construction;
- .3 Submit written acceptance that utility companies have inspected services to their satisfaction;
- .4 Provide City Representative with all Warranty and Bond Certificates with:
 - a) The proper name and address of the Owner and of the Project;
 - b) The date the warranty commences, which corresponds to the date of Substantial Performance;
 - c) A clear statement of what is being warranted as referenced in the Specifications;
 - d) The signature and seal of the company issuing the warranty, countersigned by the Contractor;
- .5 Attend a final walk-through with the City Representative to identify any final deficiencies;
- .6 Make good all known deficiencies in the work and notify the City Representative of readiness for final inspection only after completion of these items;
- .7 The City Representative will review completion of deficiencies during one review only. Additional reviews required to check un-rectified deficiencies or incomplete work will be back-charged by the Owner on the Contractor's progress payments and paid from those funds.

21.0 Special Instructions

- 21.1 The City does not permit smoking in or on the premises at any time.

22.0 Waste Management

- 22.1 The Contractor shall remove all waste from the site within forty-eight (48) hours after demolition.
- 22.2 The waste bins shall be located in an area that does not interfere with the normal operations of the building.
- 22.3 The City does not permit the use of existing on site waste receptacles by the Contractor.
- 22.4 Unless otherwise specified, all materials removed become the property of the Contractor, and must be disposed of in conformance with municipal, provincial, federal and WorkSafe BC requirements.
- 22.5 Separate recyclable and toxic waste materials from the waste stream. Deliver to a local waste management facility.



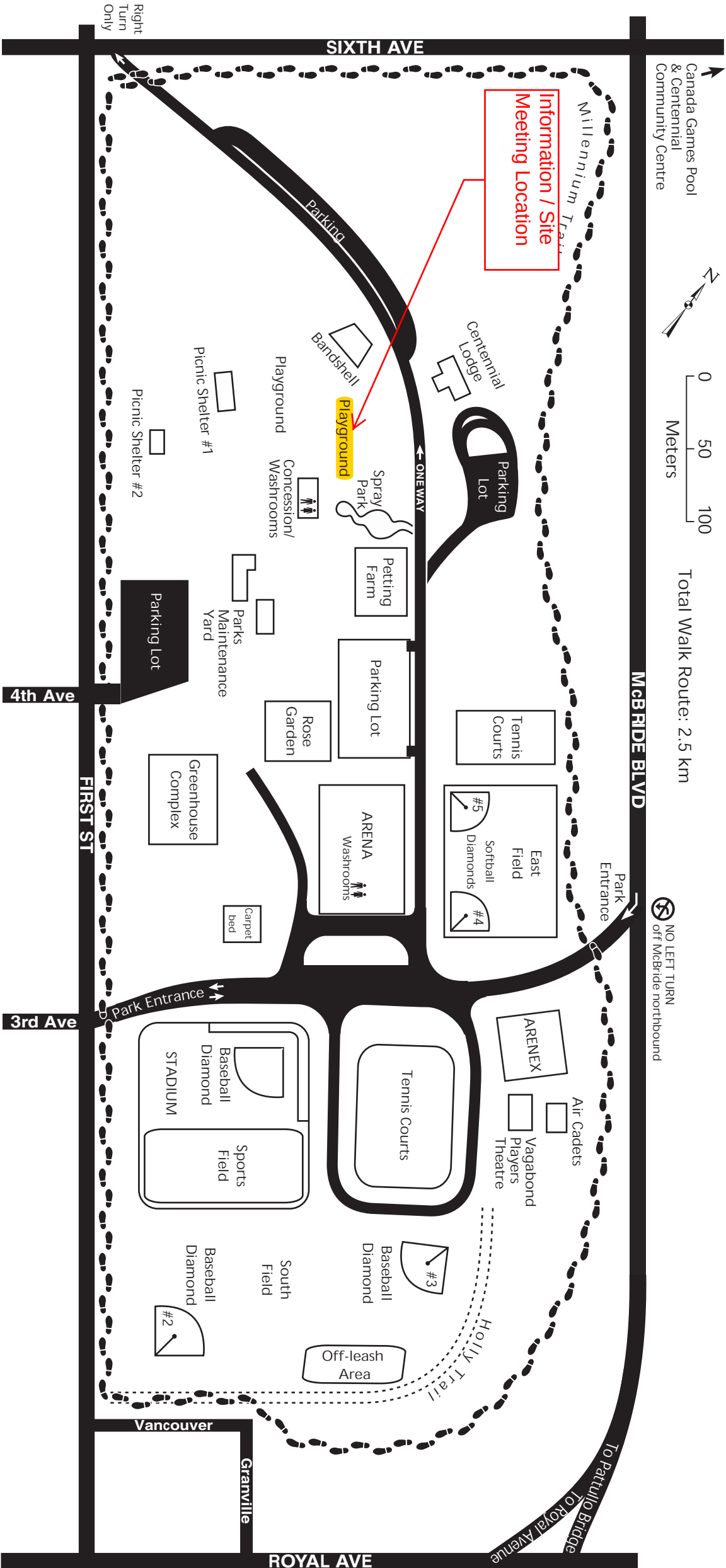
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APPENDIX I

PARK MAP

QUEEN'S PARK - NEW WESTMINSTER, BC





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APPENDIX J

PLANS

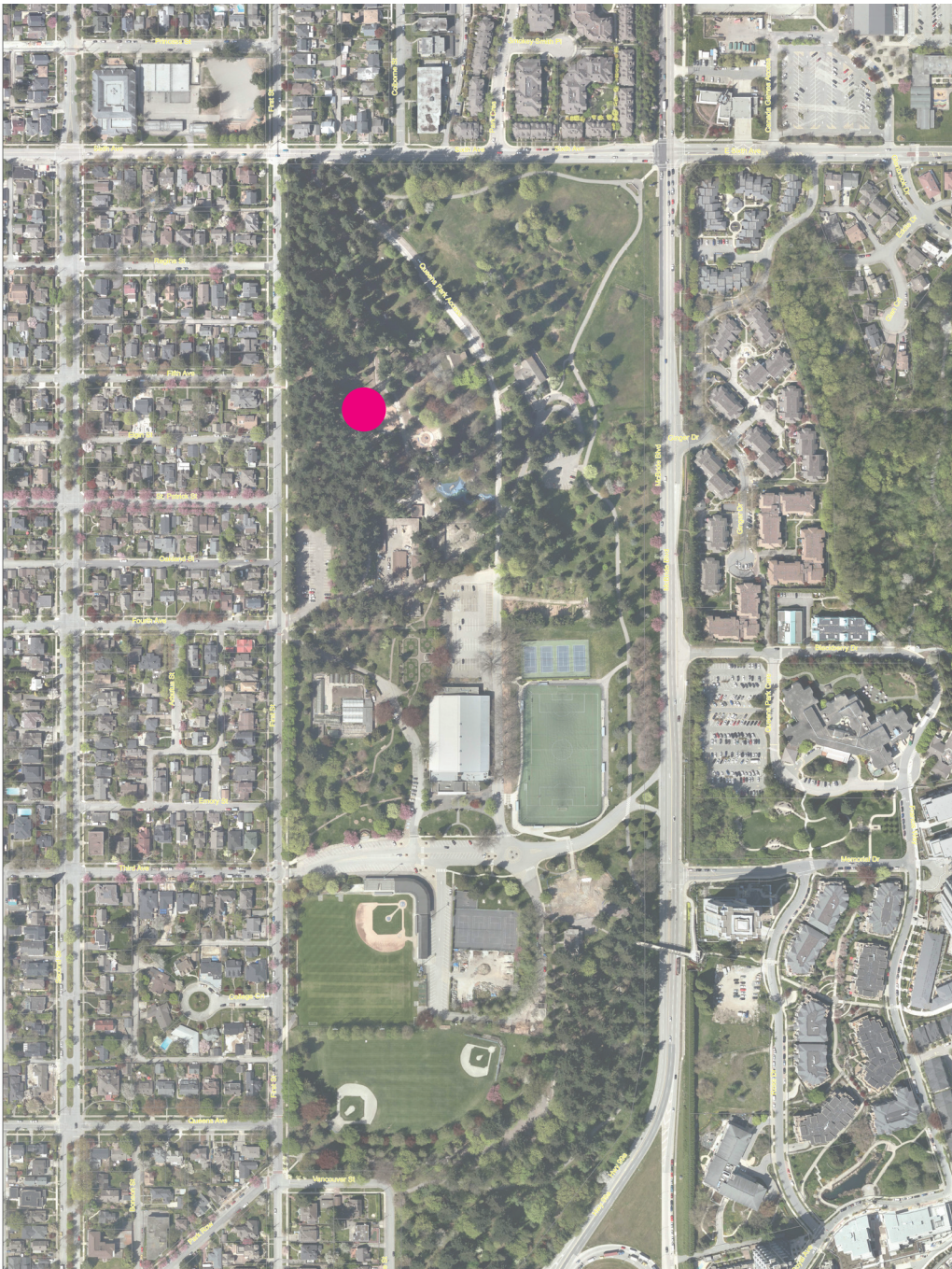


Figure A - Queen’s Park Playground Location



Site Photos: Existing Play Tower to be replaced with play tower with equal or great play value.

NOTES:

1) THIS PLAN IS NOT BASED ON A PROFESSIONAL SITE SURVEY, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN AND NOTIFY THE CITY OF ANY DISCREPANCIES OR INCONSISTENCIES PRIOR TO CONSTRUCTION.

2) CONTRACTOR TO REMOVE AND DISPOSE OF EX. ENGINEERED WOOD FIBER (EWF). REQUIREMENTS FOR NEW EWF TO MEET CSA STANDARDS.

3) THE CITY ANTICIPATES THE THREE SMALL AREAS WITH POUR IN PLACE RUBBER (BASE OF SLIDE, BASE OF SPIRAL SLIDE AND AT BASE OF SLIDE POLE) WILL REQUIRE REMOVAL UNLESS CONTRACTOR CAN REUSE THEM (IN THEIR CURRENT LOCATION) WITH THE NEW

REPLACEMENT TOWER/ PLAY EQUIPMENT. CONTRACTOR TO CONFIRM.

4) CONTRACTOR TO PROTECT ALL EXISTING INFRASTRUCTURE, GROUND CONDITIONS, VEGETATION AND TREES. ANY DISTURBANCE MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION.

5) ALL SITE ACCESS TO BE CONFIRMED BY CITY OF NEW WESTMINSTER. PARK AND PLAYGROUND AREA (WITH EXCEPTION OF FENCED OFF PLAYGROUND REPLACEMENT AREA) TO REMAIN OPEN FOR PUBLIC USE DURING CONSTRUCTION. DISRUPTION TO PARK USERS TO BE MINIMIZED AS MUCH AS POSSIBLE.

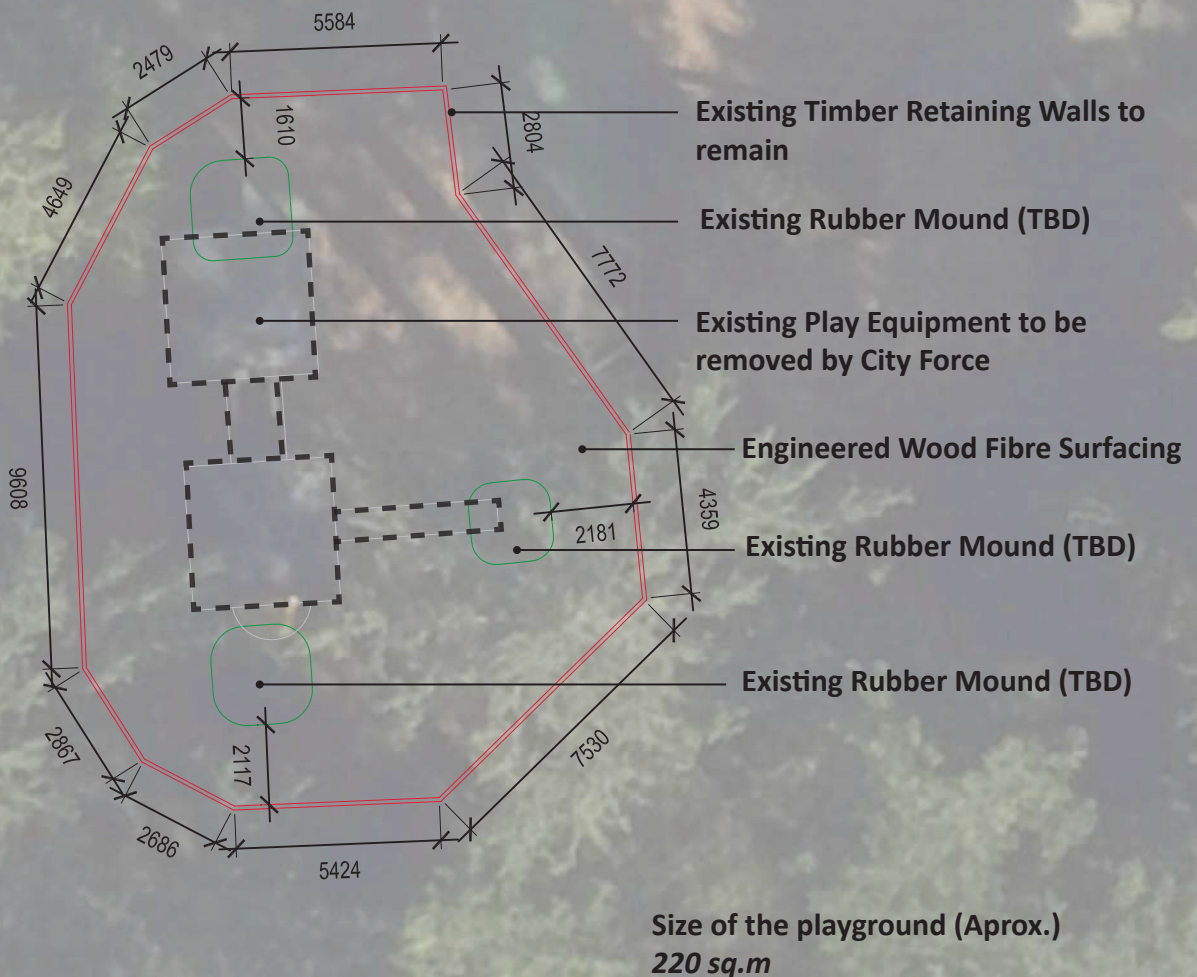


Figure B - Existing Queen's Park Playground Plan (Unit: mm | Scale:1:200)