



Corporation of the City of
NEW WESTMINSTER

REQUEST FOR PROPOSAL

NWRFP-22-14

Tennis Court Repairs - Moody Park

The City is seeking submissions from qualified Proponents for **Tennis Court Repairs - Moody Park** in New Westminster.

Closing Time:

Wednesday, July 20, 2022
3:00 PM, Local Time, Vancouver BC

Closing Location:

upload to https://fileshare.newwestcity.ca/filedrop/purchasing_submissions

Further requests for information :

Heather Rossi
Intermediate Buyer

Email: nwpurchasing@newwestcity.ca

CORPORATION OF THE CITY OF NEW WESTMINSTER

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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 is seeking a contractor to repair all cracks, surface delamination, apply acrylic surfacing, and repaint all lines related to the intended sports at the Moody Park Tennis Courts.
- 2.2** The contractor is to supply all labour, materials, and equipment required to perform the work.

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 PROPONENT QUALIFICATIONS

- 3.1** The successful contractor should have experience with repairing and resurfacing outdoor sport surfaces.

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;
 - 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.

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6.0 PROPOSAL INSTRUCTIONS

- 6.1** Proposals should be submitted electronically in one (1) Adobe (PDF) file with “NWRFP-22-14 Submission” in the Subject to https://fileshare.newwestcity.ca/filedrop/purchasing_submissions
- 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 City's standard Contract for Services https://www.newwestcity.ca/business-and-economy/doing-business-with-the-city/procurement_policy.php

8.0 PERFORMANCE SECURITY

- 8.1** Bid Security and Performance Security are not required for this Request for Proposal.

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 Contract for Services;
 - c) Proof of Certificate of Vehicle Third Party Legal Liability Insurance covering the duration of the Contract;
 - d) 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;
 - e) Written assurance of sufficient manpower in your employ to fulfil satisfactorily this Contract;
 - f) Proof of a valid City of New Westminster or MetroWest Inter-Municipal Business License;

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.

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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.

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 PERMITS AND LICENSES

- a) The successful Proponent may be required to obtain a City of New Westminster or MetroWest Inter-Municipal Business license prior to commencement of work.
- b) All non-road diesel powered equipment that is 25 hp (19 kw) or greater must comply with Metro Vancouver’s Non-Road Diesel Engine Emissions Regulation Bylaw No. 1161, 2012 (the Bylaw). The Bylaw requires owners or operators of Tier 0 and Tier 1 non-road diesel engines to register, label, and pay fees in order to operate within Metro Vancouver. Please advise what Engine Tier your proposed equipment meets and if it complies with Metro Vancouver’s Bylaw. Provide the engine registration number issued by Metro Vancouver if applicable. The City, at its discretion, may give preference to equipment that meets higher emission standards. To register your equipment call Metro Vancouver for assistance at 604-451-6655 or visit <http://www.metrovancouver.org/nonroaddiesel>

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- c) If requested, the Contractor shall apply and pay for all permits required, by authorities having jurisdiction, to carry out the work. The City will apply for and pay for the building permit when required.
- d) The contractor must protect all trees in accordance with City policy. Requirements for tree protection are available on the City's website. The contractor is required to make application and obtain a tree protection permit prior to the start of the work. Final location of the tree protection is to be reviewed with, and approved by the City Arborist.

10.8 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.

10.9 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 contractor.

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 \$20.52 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
- 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.

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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	20
Schedule	20
Pricing / Fees / Rates	60
Comparable Work Experience	Pass/Fail
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.
- 13.7** 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

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- 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** Previous repairs to the tennis court surface were completed more than eight years ago. Recent wet and cold winters have resulted in large cracks and delaminated surface, creating a safety risk to the public.

3.0 BUSINESS REQUIREMENTS

- 3.1** This project scope is to repair the cracks and surface delamination areas at the Moody Park Tennis Courts.
- 3.2** The City requires the Work to commence within fourteen (14) days of issuance of a Notice of Award.

4.0 SUMMARY OF WORK

- 4.1** The City will arrange for and manage site signage.
- 4.2** Refer to Appendix D – Specifications for detailed specifications and requirements for the Work.



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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-22-14

Tennis Court Repairs - Moody Park

Closing Time:

Wednesday, July 20, 2022
3:00 PM, Local Time, Vancouver BC

Closing Location:

upload to https://fileshare.newwestcity.ca/filedrop/purchasing_submissions

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
Comparable Work Experience and References	Appendix C
Specifications	Appendix D
General Requirements	Appendix E
Schedule A - Prime Contractor Designation Schedule	Appendix F

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 – Comparable Work Experience and References

3.3 Please provide a Table of Contents.

3.4 Proposals should be concise and directed to the requirements of this RFP. 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
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 the name and outline the relevant experience of the Proposed Site Superintendent.
2.2	Provide comparable work experience in Appendix C page 1
2.3	Provide three references in Appendix C page 2
2.4	If applicable, provide a list of subcontractors you will be using for this project.

3.0	Pricing															
3.1	<p>The Proponent, having carefully examined the RFP Documents (instructions, general conditions, specifications, drawings, and subsequent written addenda), and having become familiar with all conditions that affect the execution of the work, hereby offers to the City to execute the Work for the above named project in accordance with the RFP Documents for the amount of:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Lump Sum Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Moody Park Tennis Court Repair/Resurface and paint new lines as per included specifications</td> <td>\$</td> </tr> <tr> <td>2</td> <td>Alternative pricing – service provider recommendation / suggestion equivalent to the included specifications</td> <td>\$</td> </tr> <tr> <td>3</td> <td>Moody Park Basketball court – filled cracks/holes, apply acrylic surfacing as per included specifications, and paint new basketball lines</td> <td>\$</td> </tr> <tr> <td>4</td> <td>Moody Park Basketball court –Paint new basketball lines only.</td> <td>\$</td> </tr> </tbody> </table> <p>The above price includes the Provincial Sales Tax (PST).</p>	Item	Description	Lump Sum Amount	1	Moody Park Tennis Court Repair/Resurface and paint new lines as per included specifications	\$	2	Alternative pricing – service provider recommendation / suggestion equivalent to the included specifications	\$	3	Moody Park Basketball court – filled cracks/holes, apply acrylic surfacing as per included specifications, and paint new basketball lines	\$	4	Moody Park Basketball court –Paint new basketball lines only.	\$
Item	Description	Lump Sum Amount														
1	Moody Park Tennis Court Repair/Resurface and paint new lines as per included specifications	\$														
2	Alternative pricing – service provider recommendation / suggestion equivalent to the included specifications	\$														
3	Moody Park Basketball court – filled cracks/holes, apply acrylic surfacing as per included specifications, and paint new basketball lines	\$														
4	Moody Park Basketball court –Paint new basketball lines only.	\$														
4.0	Schedule															
4.1	The Contractor offers to commence the Work and to achieve substantial performance of the Work in a manner acceptable to the City within _____ working days from the date of the Notice to Proceed.															



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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 in British Columbia 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 reference, in the City's sole opinion, are found to be unsatisfactory.
- 1.2** Description of services provided can be expanded but limited to one (1) page per Reference.



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APPENDIX D

SPECIFICATIONS

MOODY PARK TENNIS COURTS REPAIRS

Total tennis (3 courts) area: approx. 16,500 sq. ft. (approx. 1,532 sq. m)
 Total basketball area: approx. 6,800 sq. ft. (approx. 630 sq. m)

SCOPE OF WORK

The overall scope is to repair all cracks, surface delamination, apply acrylic surfacing, and repaint all lines related to the intended sports. Service provider is to supply all labour, materials, and equipment required to perform the work.

ASPHALT BASE

- 1) Mill down 35 mm of existing asphalt surface and dispose milled material off site.
- 2) Apply Crack Attack or equivalent material to all cracks.
- 3) Re-install and level 35 mm to 40 mm of compacted surface fine mix asphalt.

Gradation Limits – Surface Fine Mix

<i>Sieve Size Aggregate Size mm</i>	<i>Limits of Grading (% Passing)</i>
9.5	100
6.7	80-100
4.75	70-90
2.36	45-65
1.18	34-55
0.600	22-45
0.300	14-33
0.150	8-18
0.075	5-8

- 4) Repair/fill all low spots (to minimize standing water/bird bath) as applicable using outdoor sport court industry best practices, such as using screed with Court Patch Binder and Sand Cement mix or equivalent.
- 5) Rightway Crack Release Membrane System Mesh (355 mm wide) to cover concrete located at the tennis net posts, net tie downs, and bench footings.
- 6) Clean off dirt, oils, and other debris that may inhibit the application, adherence, and surface texture of the synthetic surfacing system.

ACRYLIC SURFACING PLACEMENT

The courts are to be finished in two colours, blue for the courts and green for the court surroundings. The installation procedures for all materials, where not specified herein, must be in strict accordance with the manufacturer’s specifications to provide for a long-term successful installation of all materials.

- 1) Inspect entire surface and remove all/any ridges or elevation as applicable.
- 2) Apply two (2) coats of “Acrylic Resurface” or equivalent.
- 3) Inspect entire surface and remove all/any ridges or elevation as applicable.
- 4) Apply two (2) coats of “Plexipave Color Filler Coat” or equivalent.
- 5) Inspect entire surface and remove all/any ridges or elevation as applicable.
- 6) Apply two (2) coats of “Plexichrome Color Finish Coat” or equivalent.

PLACING OF LINES

- 1) All lines and all equipment shall be accurately positioned and marked as prescribed by the specific tennis and pickleball governing body specifications, shall be straight and true without distortions. No line shall vary from the specified layout dimensions by more than 3 mm over the total length of the line. All lines are to have sharp edges.
 - a. The tennis lines are to be white in colour, standard single/doubles court lines as per the Rules of the International Tennis Federation and completely compatible in speed and texture with the finished surface. All lines are to have two applications of 100% acrylic emulsion line paint. The first application must be completely dry prior to the second coat being applied.
 - b. The pickleball lines are to be “international blue” in colour (blue lighter than the tennis courts) or at the recommendation by the service provider, standard single/double court lines as per the Rules of the International Federation of Pickleball (IFP) and completely compatible in speed and texture with the finished surface. All lines are to have two applications of 100% acrylic emulsion line paint. The first application must be completely dry prior to the second coat being applied.

MATERIALS

- 1) All material must exhibit uniform characteristics, including, but not limited to, colour, and texture. Any material that does not meet this standard will be rejected for use.
- 2) All materials, such as acrylic court surfacing and painted lines and event markings, that are employed in the Work and which become a permanent part of the tennis and pickleball court surfacing system, are to be resistant to weather, insects, rot and mildew, fungus, and be non-toxic and resist ultraviolet degradation.
- 3) All products to meet the following specifications:
 - a. Highly Pigmented Acrylic Emulsion
 - i. A 100% Acrylic emulsion binder containing no vinyl co-polymerization constituent. Material must be totally asbestos and mercury free, and contain no less than 8% by weight chrome oxide pigment and have a pigment volume concentration not exceeding 35%.
 - ii. 36.5% solids by weight (min)
 - iii. 23.8% solids by volume (min)
 - iv. 10.1-10.2 lbs weight per gallon.
 - b. Line and Event Marking Paint
 - i. Line paint shall be 100% acrylic emulsion paint containing no alkyds, butadiene styrene vinyl's, and shall be thinned with water only. The paint shall also be suitable for the addition of reflectance-type glass spheres at the time of application.
 - ii. The use of traffic oil, alkyd, or solvent vehicle type paints is absolutely prohibited.

DELIVERY, STORAGE, AND HANDLING

Deliver and store the products in the original manufacturer's packaging with labels intact and store the products where they will be protected from damage, theft, and vandalism.

PROTECTION

Ensure that arrangements have been made with the Owner to prevent trespass across the construction site and to ensure that routine maintenance activities are not detrimental to the Work.

The Contractor is responsible for the protection of all new and existing facilities from damage and/or disfiguration from the processes of the Work and from vandalism. Any damage or disfiguration must be repaired promptly to the original condition of the facility prior to the damage.

Appropriate management of construction vehicle traffic, including flag persons, must be in place to protect persons on the Park grounds using other facilities who will be walking near the Work site. The Contractor must provide adequate 1800 mm high fencing, where required, around the construction site to insure that access to the work area is completely restricted for non-construction personnel, and to protect materials from vandalism and theft. All access to the site is to be from Sixth Street and, when applicable, flag persons are to be used to control traffic whenever Contractor vehicles are exiting or entering Sixth Street.

Acceptance of the repair work is at the sole discretion of the Owner/Consultant. All repairs must be completed and accepted prior to Substantial Performance of the Work being granted and before the release of any deficiency holdback amount.

PREPARATION

Clean off dirt, oils, and other debris that may inhibit the application, adherence, and surface texture of the compacted asphalt, synthetic surfacing system and the on-site line and event marking installation. Ensure that all areas and surfaces are clean and free of debris.

The installation procedures for all materials must be in strict accordance with the manufacturer's specifications, meet the requirement of this specification, and provide for a long-term successful installation of all materials.

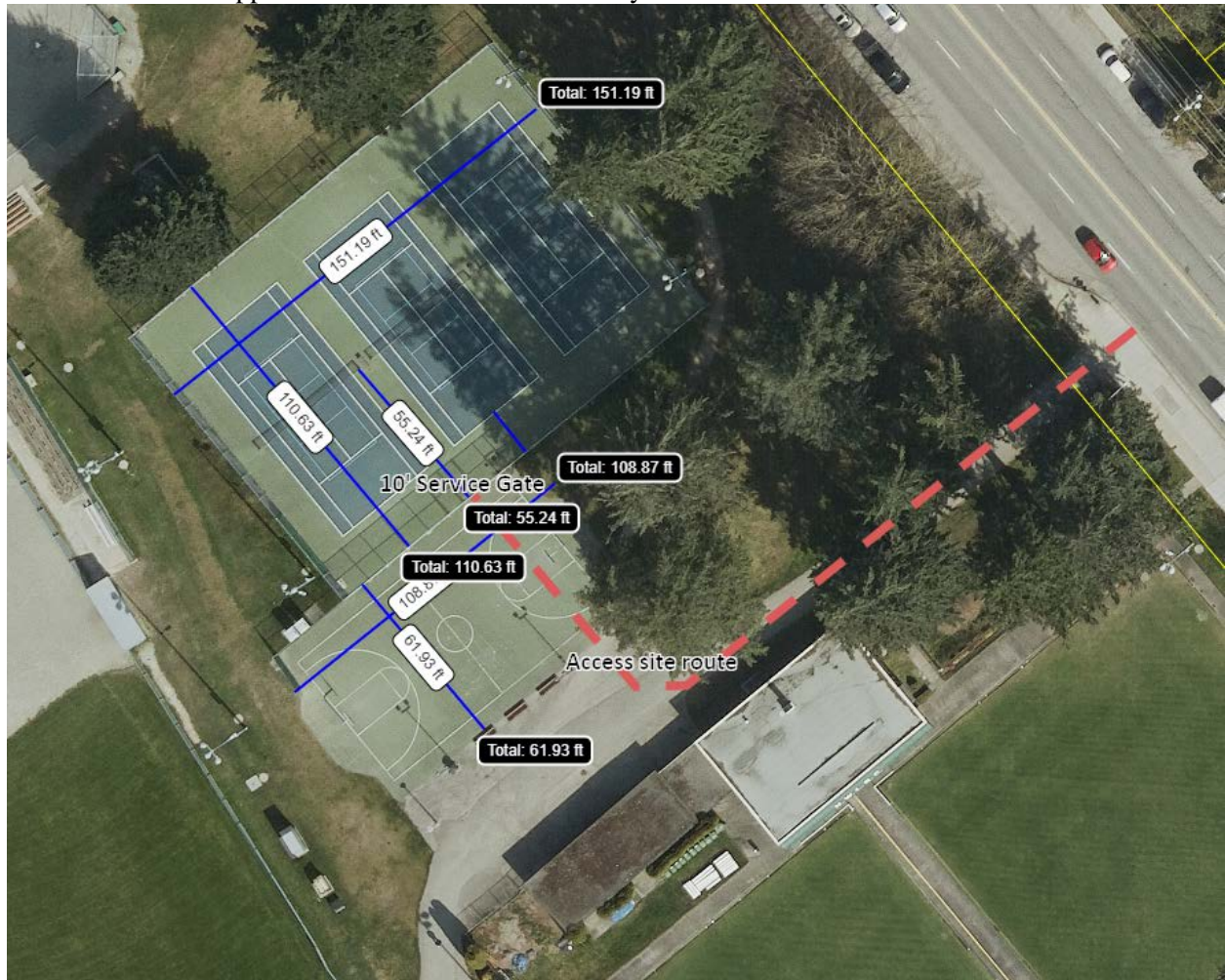
SITE CLEAN UP

At end of each day's work, leave the Work site in a safe, stable, clean, and orderly condition at all time.

Upon completion of the Work, remove all containers, surplus materials, and installation equipment and debris. Project area must be left in a clean and orderly condition.

Moody Park Tennis Court Site Aerial View and Access

Measurements are approximate and for illustration only.





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APPENDIX E

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 site or building areas shall be fully restored to match the previously existing conditions or adjacent existing conditions in construction and finish.

4.0 Submittals**4.1 Shop Drawings & Samples**

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

4.2 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) 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 All 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 building as related to the Work. Comply with all fire regulations during the period of construction.

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 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.

11.3 The City Representative shall record and distribute the minutes of any such meetings.

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 buildings, 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 the Work as per the applicable Bylaws of the Owner, or as instructed by the Owner 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.

End of General Requirements



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APPENDIX F

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.