Corporation of the City of
NEW WESTMINSTER

REQUEST FOR PROPOSAL
NWRFP-10-13

Design / Build Services
Queensborough "All-Wheel Park"

Mandatory Information Meeting
Friday, May 14, 2010
Queensborough Community Centre
920 Ewen Avenue, New Westminster, BC
9:00 AM, Local Time

Closing Time:
Friday, May 28, 2010
3:00 PM, Local Time, Vancouver BC

Closing Location:
Main Reception Desk - City of New Westminster
511 Royal Avenue,
New Westminster, BC, V3L 1H9

Further requests for information :

Purchasing: Heather Rossi
Intermediate Buyer
Telephone: 604-515-3781
Email: hrossi@newwestcity.ca

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

CORPORATION OF THE CITY OF NEW WESTMINSTER

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1.0 DEFINITIONS

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

"City" "Owner" means City of New Westminster.

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

"Proponent" means responder to this Request for Proposals.

"Proposal" means the submission by the Proponent.

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

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

"Supply" "Provide" shall mean supply and pay for, and provide and pay for.

"Shall" "Must" "Will" "Mandatory" mean a requirement that must be met.

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2.0 PROPOSAL INSTRUCTIONS

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

DESIGN / BUILD SERVICES
Queensborough "All-Wheel Park"
NWRFP-10-13

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

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

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

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

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

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

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

Proposals shall be irrevocable for a period of thirty (30) days from date of closing. Successful Proposals submitted may become part of contracts for services. The Proponent has not nor will not copyright the Proposal and offers it for any purposes of the City.

All Proposals must clearly identify:
1. A complete understanding of the assignment;
2. Proposed approach and detailed methodology;
3. Company Profile/Project Team members and Relevant Experience;
4. Project Schedule/Timeline;
5. Cost Breakdown/Tasks and Fee Schedule;
6. Detailed List of Elements included matching or exceeding request.

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3.0 MANDATORY INFORMATION MEETING

The City has arranged a Mandatory Information Meeting and Site Viewing for all Proponents on **Friday, May 14, 2010** at **9:00 AM** at **Queensborough Community Centre** 920 Ewen Avenue, New Westminster, BC.

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

4.0 INTRODUCTION

The City of New Westminster (the "City"), the first city in western Canada, is seeking Proposals from qualified, experienced design-build teams (the "Proponent") to form a combined design consultant team and full construction implementation team for the design and implementation of an "All Wheel Park"- both a Skate Park and BMX (Bicycle Motocross) Park. This project will be designed, developed, and implemented as one complete project.

5.0 MANDATORY REQUIREMENTS

The following are **Mandatory Requirements** for submitted Proposals. The Proponent must specifically address each element in their response. The City **will not** consider any Proposal that does not include **ALL** the Mandatory Requirements.

1. A brief outline of the Proponent's understanding of the project;

2. A clear description of your plan, a detailed work plan and methodology to successfully accomplish this assignment within the stated timeline;

3. Company Profile:
   a) No more than ten (10) pages including any project portfolio sheets outlining work on similar projects;
   b) A brief description of the Proponent's company/team; the strengths of the Team they have assembled, their respective number of years in business;
   c) A specific statement on how the Proponents will specifically address the project's needs and meet the overall Project Timeline;
   d) Provide a listing of five (5) similar projects with references as demonstration of qualifications.

4. Key Personnel:
   a) Identify and provide resumes for the key personnel only on the Proponent's proposed Team;
   b) Outline what each team member's role will be in servicing the Project.

5. Project Timeline:
   a) Proponents must develop a spreadsheet to demonstrate how the Project will be completed for December 31, 2010. This will serve as some "advanced thought" on the required detailed schedule to be developed in the first weeks of the awarded Project work (see Summary of Work). The spreadsheet should include a schedule of activity from date of Award to project completion.
   b) No additional payments will be made to the Design Build Team because of any delays beyond the identified Project Timeline in implementing the Project.

6. Project Tasks and Fee Schedule Submission
   a) Develop a Fee Schedule in the form of a spreadsheet broken down into major project categories identified-listing all sub-categories required and extend of anticipated effort by each team member.
   b) Provide fixed design fees for each of the categories for all members of the Design Build Team including:
      .1 Schematic Design
      .2 Design Development
      .3 Public Participation Process and Management (limited; see Summary of Work)
      .4 Municipal and/or other Agency approvals
      .5 Construction Documents
      .6 Budget Review and Analysis-ongoing refinements to design as required with City Approval
      .7 Coordination of all members of design-build Team
   c) Provide a fixed fee for the disbursements as a percentage of the overall project budget. The Proponent may not add overhead costs to disbursements.
   d) Identify the total Project Design Fees and total Project Construction Fees summing the two together to identify a Total Project Cost and include disbursements and the Goods and Services Tax/Harmonized Sales Tax.
   e) Proponents must ensure that all project design elements listed in their response meet or exceed the listing as outlined in section 9.0 of the RFP- Minimum Project Requirements.

7. Indicate any other specific oversights from the RFP document that may be relevant in the evaluation of Proponent's submittal.

8. A list of any design sub-Consultants with a brief resume of experience;

9. Names of three references of clients who have undertaken similar work, the City may contact the references to assess the performance of the Proponent;

10. A statement of commitment to undertake the project, provide the staff, and all support necessary to complete the project on time and on budget.

6.0 ADDENDA

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

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

6.3 All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

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7.0 GENERAL CONDITIONS

7.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Proponents that parts, or all, of their Proposals may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPP)* and *Community Charter*. Proponent's who wish to ensure particular parts of their Proposals are protected from disclosure under the FOIPP Act should specifically identify any information or records provided with their proposals that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

7.2 OWNERSHIP OF PROJECT DOCUMENTATION

All proposals submitted and subsequent related documents and information shall remain the property of the City of New Westminster and shall be provided to the City at any time during the Project and within a period of two (2) years after completion of the Project.

7.3 CONFIDENTIALITY OF CITY INFORMATION

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

7.4 PROPONENT'S EXPENSES

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

7.5 LIMITATION OF DAMAGES

Further to the preceding section, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

7.6 ACCEPTANCE OF PROPOSAL

The City reserves the right to accept or reject any or all proposals received in response to this RFP. The City is under no obligation to proceed with the RFP and, should it decide to abandon the same, it may, at any time, invite further Proposals for the provision of the Services or enter into discussions or negotiations with any party of the provision of such services.

The City at its sole discretion, at any time, may choose to terminate this RFP process.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City by the RFP documentation or by submission or consideration by the City of any Proposal.

7.7 THE PROPONENT ACKNOWLEDGES AND AGREES THAT:

1. Other City officers (except those stated on the Title page), City employees and elected officials will not be contacted directly or indirectly regarding this Request for Proposal;
2. This RFP is not a call for Tenders but is intended to invite Proponents to submit detailed Proposals by which the City's objectives, as stated herein, can be met, following which the City will enter into further negotiations with the successful Proponent for the provision of the required services;
3. The City has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason;
4. There shall be no obligation on the part of the City of New Westminster neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received. If the City accepts a Proposal, following negotiations with the City, the Proponent will be required to execute a formal Contract to provide the services, in a form acceptable to the City;
5. The City of New Westminster shall not be obligated in any manner whatsoever until a written agreement has been duly executed relating to an approved proposal.
6. In submitting a proposal, the proponent acknowledges and agrees that it has read, understood, and agreed to all terms and conditions described in the RFP and they have the necessary experience, skills, and ability to provide effectively the Services.

7.8 COMPLIANCE WITH LAWS AND REGULATIONS

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

7.9 CLIENT / SERVICE AGREEMENT

The successful Proponent will be required to enter into a contract with the City of New Westminster, based on the CCA-CSC-RAIC Document 14 2000, Design-Build Stipulated Price Contract.

7.10 SUBCONTRACT AND ASSIGNMENT

In the event of any proposed sub-contracting arrangement (which includes a joint Proposal submitted by two bodies having no formal corporate links), the responsibility for the submission of a Proposal, any subsequent negotiation, and the administration of any resulting contract for service will be that of the first Proponent named on the title page.

Under no circumstances may any part of an executed contract resulting from this Request for Proposal be sub-contracted or assigned to another firm, person, or company without the prior written authorization of the City of New Westminster.

7.11 INSURANCE

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

a) Automobile Liability Insurance with a liability limit of two million dollars - $2,000,000;
b) Commercial Comprehensive General Liability Insurance protecting the City, for an amount of five million dollars ($5,000,000) naming the City as additional insured;
c) Professional Liability Insurance of one million dollars ($1,000,000)

In addition, the successful Proponent will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the Workers Compensation Act. When

WorkSafe BC Insurance coverage is required, the Consultant will provide proof of Good Standing to the City before the Consultant starts work for the City and again before the City makes final payment to the Consultant.

7.12 INDEMNITY

Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, servant(s), agent(s) or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the City, its other consultant(s), assign(s) and authorized representative(s) or any other person.

7.13 ACTING IN CONFLICT

Any contract for service, which results from this RFP process, will include a term prohibiting the service provider(s) from acting for any party whose interests are in conflict with those of the City, unless specific prior waiver of that term has been given in writing by the City in each instance.

7.14 CONFLICT OF INTEREST

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

7.15 MEDIATION

The parties agree that, both during and after the performance of their responsibilities under the Service Agreement, each of them shall make bona fide efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

The parties further agree to use their best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible. The parties agree to attempt to resolve all disputes arising out of or in connection with this Service Agreement, or in respect of any legal relationship associated with it or from it by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules.

If the dispute cannot be settled within thirty (30) calendar days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules. Place of arbitration shall be Vancouver, British Columbia, Canada.

7.16 FORCE MAJEURE

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or, delay in performing, any of its obligations contained in this agreement where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impractical including but not limited to labour disruptions, fire, flood, storm, or, other natural disaster, accident or governmental regulations, or, restrictions of any kind but excluding financial incapacity.

7.17 TERMINATION OR CANCELLATION

Either party may terminate or cancel the Services contract upon sixty (60) days written notice. In the event of such termination or cancellation by either party, the successful Proponent shall, within the 60 day notice period, pass over all files to an alternate firm or firms as instructed by the City and shall, under the authority and direction of the City, provide all information and other information relating to the Services that may either be in privilege or held in files and shall not hinder the process of early settlement of or, resolution to, any outstanding matters concerning the Services.

7.18 LAW

The proposal and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

7.19 LITIGATION

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a proposal if the Proponent, or any officer or director of the proponent, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the proponent indicates a risk the City will incur increased staff and legal costs in the administration of the contract if awarded to the Proponent.

7.20 PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The proponent shall anticipate delays in such places and include the cost of delay in the costs in its proposal. The proponent's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request by security personnel. The City's Project Manager has discretion to require the proponent employees and agents to be escorted to and from any public office, facility, or work site if deemed necessary.

The proponent shall protect and maintain all construction access surfacing and improvements during the entire construction process. Protection of surfacing and improvements may include, but is not limited to, installation of fencing, cabling or other preventative measures to reduce non-permitted use of the proposed facility prior to the formal opening of the facility. The proponent shall be responsible for any damage resulting from improper use, damage, or vandalism prior to Owner's Acceptance of the project. The proponent shall work with the City to develop a construction plan that addresses critical areas first to allow for increased time as may be required(such as for the concrete to cure prior to intended use).

7.21 SPECIAL CONDITIONS

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Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under the "General Conditions".

7.22 WARRANTY

The Proponent agrees to submit a written one (1) year warranty on all workmanship and materials to the City at the completion of the contract. This statement will be provided in the Owner's Manual and will specifically be addressed to the Parks, Recreation, and Culture Department.

CORPORATION OF THE CITY OF NEW WESTMINSTER

8.0 SUMMARY OF WORK

8.1 The Design-Build Team will be solely responsible for design and implementation of a concrete action sport recreational area, hereafter referred to as a Skate Park AND a public bicycle motocross facility, hereafter referred to as a BMX Park. Both these project sites will be designed, developed, and implemented as one complete project on the recommended site footprint.

8.2 The City is seeking proposals in response to this Request for Proposal (RFP) from qualified Skate Park design-build consultants, firms or assembled teams, hereafter referred to as the Consultant Team, to complete the design and construction of a minimum 14,500 square foot (sf) concrete and miscellaneous metal Skate Park AND a minimum 17,000 square foot BMX Park at the Queensborough Community Centre in Ryall Park, in the City of New Westminster.

8.3 The design-build contract will include a complete turn-key operation that includes developing a conceptual design, managing one public "Open House/informational session", completing construction plans and specifications, obtaining city and/or other local development permits/approvals, all equipment and material procurement, and full construction implementation and administration services including liaison with the City's Project Manager and other City staff as may be necessary for the complete facility including submission of "as-built" record drawings.

8.4 Appendix A of this RFP contains the aerial photograph of the recommended site. Appendix B of this RFP contains an alternate site that the City is still considering.

9.0 MINIMUM PROJECT REQUIREMENTS

9.1 The project will include but not be limited to:

a) asphalt, granular or concrete approach paths connections with existing surrounds;
b) cast-in-place and/or precast concrete (or combination of the two) Skate Park with miscellaneous metals for inline and/or skateboard and free-style BMX railing activity (14,500 sf); Metal ramp structures will also be considered but the proponent must quantify the number of metal ramps to be utilized so that the Proposals may be properly evaluated. If no metal ramps will be provided-please clearly state this in the response;
c) a dirt construction BMX park (17,000 sf); largely from imported fill;
d) separation of bicycle and pedestrian traffic where appropriate;
e) site lighting and ancillary power feeds of key arrival areas;
f) minor planting design with irrigation design for key arrival areas and/or to buffer other areas;
g) landscape features such as shelters/shade protection and/or public viewing areas (minimum 1 each);
h) on site storage structure for shovels, brooms, rails, pads etc. to allow users to maintain the park.(1 storage facility required, identify type of construction as wood, concrete masonry units, metal or other);
i) on site drainage capture and design-coordinated outfall to City's storm water management system;
j) informal seating and/or landscape benches surrounding park with clear sightlines for viewing;
k) drinking fountains and water supply points (hose bibs or quick couplers) for maintenance;
l) recycling and waste bins to City standards;
m) bike rack areas (minimum one(1) required);
n) a community/user designed public art element (will be suggested by City Staff).

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10.0 SKATE PARK DESIGN STATEMENT

10.1 The Skate Park should draw and engage local users to a facility that will challenge beginners to experienced users. The facility shall provide street-style and transitional style elements, obstacles and terrain. It will specifically include elements such as rails, bowls and should have a "street course" mimicking the urban environs as well as more free form and transitional areas (bowls, ramps, and crossovers). The facility shall include various metal rail aspects and shall be designed and constructed to accommodate use by skateboarders, in-line skaters, and free-style BMX bikes. The design and construction shall allow for flexibility in management policy by the City. The Skate Park shall include universal access wherever possible.

11.0 THE BMX PARK-(DIRT TRACK)-DESIGN STATEMENT

11.1 The BMX Park should draw and engage local users to a facility that will challenge beginners to experienced users. The facility shall provide free-style and dirt track style elements, obstacles and terrain. For "free style riding", elements considered should be similar to that as designed for the Skate Park above and thus the Skate park is a "dual facility" in this regard to accommodate this style of riding. In addition, the BMX Park must have a specific dirt track with machine and hand-sculpted earthworks that create the terrain. Proponent's must consider dirt jumping, track riding and more technical "single track" or skills and obstacle course riding in their designs. Proponents should also consider pump tracks, with rhythmic rollers and berms. Some slope or hills are required to gain speed for the dirt jumps and skill areas and these are to be created on the flat site with imported fill. The facility must be designed and constructed to accommodate use by free-style BMX bikes and mountain bikes. The design and construction shall allow for flexibility in management policy by the City. The Skate Park shall include universal access wherever possible.

12.0 RELEVANT BACKGROUND

12.1 In April 2010 PWL Partnership Landscape Architects (PWL) were hired by The City of New Westminster to undertake an initial planning study and community consultation process for the development of a new “All Wheel Park” in Queensborough. Jim Barnum of Spectrum Skatepark Creations, a skateboard specific design and construction consultant, was included on the team. Coordination with the City took place with Richard Findlay of Richard Findlay Landscape Architects acting as the City’s Project Manager.

12.2 The scope of work for the planning study included the following:

a) Define what an All Wheel Park was; determine what sports are included within this terminology; comment on the suitability of including all these sports within the park together , or separated to reduce conflict;

b) Review four (4) primary candidate sites as identified on the original RFP. Review and recommend the consideration of other appropriate sites owned by the City as identified on the original RFP;

c) Identify appropriate ancillary elements to support the new park facility, and lead a Community Engagement process to gauge community response and user group response with regard to site selection and the types of elements to include in the proposed facility;

d) Complete a preliminary budget evaluation (line item order of magnitude) to understand the appropriateness of the available funding;

e) Lastly, the planning study was to make a final recommendation on the suggested site after considering all that was undertaken in the above process and scope of work.

12.3 A bound report outlining the process, findings, recommendations, opportunities, and constraints of each candidate site, examples of successful parks of a similar nature in the Lower Mainland

area was provided. This report also included a synopsis of the Community Process undertaken and a detailed project budget review with a specific recommendation to construct the project on the site now identified in this RFP. This study report is attached as Appendix C of this RFP.

13.0 PROJECT MANAGER

13.1 The City has engaged the services of Richard Findlay Landscape Architect Inc. to act as Project Manager for the complete Work. Richard is familiar with the City's requirements and most of the key personnel and will assist the Consultant Team in obtaining timely approvals, feedback, and input from the various City Staff and Departments. Richard will serve as initial contact person and direct the Consultant Team to the correct personnel for specific inquiry or resolution of any matter. He is to be considered as an "assistant" only to expedite process. The full responsibility of managing the design, any approvals required, and the full construction implementation process remains with the Consultant Team.

14.0 MATERIALS AVAILABLE TO PROPONENTS

14.1 The City will provide the following information to assist the successful Proponent in the scope of the Work:

a) a detailed site survey which is being conducted in May 2010 will be supplied to the successful Proponent shortly after award of the contract;
b) all relevant City Maps, services, land ownership information and aerial photography as available from the City's GIS Mapping and IT Department;
c) the above mentioned "All Wheel Park" Planning Study completed by PWL Partnership in April 2010.(Appendix C)

15.0 PERMITTING

15.1 In order to expedite the schedule, the City's Parks Recreation and Culture Department will manage all required municipal permits and approvals required by Development Services. No costs are to borne by the proponent's in this regard.

16.0 DRAWING FORMAT

16.1 The City's standard drawing format is AutoCAD v.2000. All drawings prepared for this work must be in this format. PDF drawings are acceptable for informational issue only. Final "as-built" drawings MUST be in the City's standard drawing format, SEALED BY ALL and supplied on disk at conclusion of the works.

17.0 DELIVERABLES AND SCHEDULE

17.1 The City anticipates issuing a Notice of Award for this Work, in the first week of June 2010.

17.2 The Consultant Team will provide the Services set out in this document for the period commencing June 1, 2010 and terminating on or before December 31, 2010 (the "Term").

17.3 All the work, including construction of the complete facility must be complete by December 31, 2010.

17.4 The intermediate schedule required to meet the above outlined overall schedule remains solely the responsibility of the proponents' in their response to this RFP, and will be one of the

evaluation criteria in determination of the selected Consultant Team.

18.0 CONSULTING TEAM AND QUALIFICATIONS

18.1 The Consulting Team must have previous experience in the design and construction implementation of at least five (5) successfully operating Skate Park and BMX Park facilities in the past five (5) years and MUST provide listing and references for these projects in their written response to this RFP. Each project shall have contained such critical features as steel coping edges, smooth flowing transitional areas, seamless transitions, and superior concrete and metal finishing work that can hold up to the extensive use by skateboarders, in-line skaters and free-style BMX bikes. **At least one of the team's members must have specific skateboarding and free-style BMX riding experience. The Proponent must outline this team member's qualifications in their submission**.

18.2 The Team will specifically consist of:

a) The Project Lead, either:

i) a Landscape Architect licensed to practice in British Columbia and a member in good standing of the British Columbia Society of Landscape Architects OR,

ii) a Design-Build Consultant, firm or team having skills in community process and facilitation, skateboarding and free-style BMX riding with specific and significant experience in the design and construction of high quality concrete skate parks and dirt construction BMX parks

If the project lead is a landscape architect, a competent concrete construction and earthworks firm having specific skills in the design and construction of high quality concrete skate parks and dirt construction BMX parks is a mandatory addition.

b) In addition, the Team shall include a Consulting Structural Engineer licensed to practice in British Columbia and a member in good standing of the Consulting Engineers of British Columbia to design and/or detail the structural aspects and reinforcing of the cast-in-place concrete(or precast concrete) skate park elements or proposed site structures and metal elements.

c) the Team shall have a qualified Electrical Engineer licensed to practice in British Columbia and a member in good standing of the Consulting Engineers of British Columbia to design and/or detail all site lighting and/or specific ancillary power requirements for the completed facility.

d) the Team shall have a Consulting Geotechnical Engineer licensed to practice in British Columbia and a member in good standing of the Consulting Engineers of British Columbia, and also a member Association of Professional Engineers and Geoscientists of B.C. (APEGBC) to specifically aid in design recommendations for all wall and pavement build ups pertaining to structural design aspects of the skate park elements or proposed site structures.

e) an Architect licensed to practice in British Columbia and a member in good standing of the Architectural Institute of British Columbia may be added to the Team at the sole discretion of the Project lead to assist with design/detailing of any structures, enclosures etc.

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19.0 PROJECT BUDGET

19.1 The City has allocated a budget for design and construction of the entire Skate Park and BMX Park complex of $950,000 inclusive of all permitting fees, disbursements and value added taxes, which in this instance is the new Harmonized Sales Tax (HST). The Consultant Teams proposal shall include the proponent's true estimated cost to perform the work irrespective of the City's budgeted funds for this work.

20.0 PRICING

20.1 The Proposal is to include a schedule of effort and pricing based on hourly rates and separated into the following components:

a) The proposal is to include a schedule of fixed fees for the various Team members broken down by area of expertise for both the design and construction phases of the work.

b) **The Proposal must also breakdown the key areas of construction and identify a fixed fee associated with each**.

20.2 The total project budget must not exceed the allocated budget identified in this RFP and must clearly show all permitting fees, disbursements and value added taxes as separate line items.

21.0 DETAILED SCOPE OF PROPOSED WORK

21.1 The Consulting Team will be responsible to manage design process, all approvals, an expedited public information process (one evening to show the approved conceptual design and obtain final feedback from users/residents affected), prepare construction documents, manage the project budget and liaise with the City's Project Manger and all necessary City staff including the City's Skate park Consultative Group (end users) in order to successfully design and implement the new Skate Park and BMX Park complex for a fully constructed installation within the defined project timeline outlined in 17.0 Deliverables and Schedule (above).

21.2 The Consultant Team commits to the following:

a) Provide architectural, landscape, electrical and infrastructure construction services including construction staking/layout, erosion control, site control fencing, tree protection (as required), all site preparation, on site storm water infiltration or disposal, site access walks, installation of regulatory signage, trash receptacles, drinking fountains, one shelter and one storage structure, community viewing areas and construction of both a 14,500 sf skate park AND 17,000 sf BMX park facility.

21.3 The work is intended as a full design-build service contract and at a minimum will include the following:

a) Concept design;
b) Design Development/refinement with City Staff and Project Manager;
c) Public Participation Process and Management (minor as noted above; one evening session);
d) Municipal and/or other Agency approvals (specific coordination with BC Hydro)
e) Consultation with the City's Skate Park Consultative Group (end users), to obtain adequate feedback and input of the approved design;
f) Construction Document Preparation
g) Site Administration/Reporting to City Staff on regular basis (weekly);
h) Budget Review and Analysis throughout-refinements to design as required;

i) Coordination of all members of Consultant Team and Liaison with City Staff and Project Manager.

21.4 Specific Tasks shall include, but may not be limited to, the following:

a) **General Organization and Administrative:**

i) organize and disseminate all required base plan information as gathered from various City and/or other sources;

ii) review and request additional survey information as may be needed for more detailed areas of the site (as noted a detailed survey is being prepared in May 2010 and will be provided by the City for Consultant Team review);

iii) review the initial project budget of $950,000; tailor full scope of work to meet or beat the allocated budget. Create a line by line detailed budget breakdown to list the full extent of scope possible for this budget inclusive of all design fees-broken out by area of expertise;

iv) manage approved budget ensuring no cost overruns once the full design has been reviewed and accepted by the City;

v) prepare a detailed project design schedule showing how the project phases will unfold, identify critical dates, project milestones etc. and be responsible to ensure the schedule is adhered to in order to meet the overall project timeline. The detailed project schedule will be required within the first ten (10) days after the contract award and will be used by the Project Manager to ensure that it is coordinated into the overall Project Timeline;

vi) manage all Municipal Reviews with the City's Parks Recreation and Culture, Development Services and other City Department's as deemed necessary- a minimum of two (2) meetings should be accounted for as well as one summary meeting with all to review the final approved conceptual design, prior to moving onto the Detailed Design Construction Documents phase;

vii) submit/outline your recommendations on an approval process so as to expedite project schedule;

viii) manage all submissions and approvals on a timely basis.

ix) coordinate with BC Hydro as required for any work planned underneath the Hydro Right-of Way. Ensure design meets combined City and Hydro requirements from the onset, to ensure no delays;

x) protect all surfacing and improvements during the entire construction process. This protection includes, but is not limited to, installation of fencing, cabling, or other preventative measures to reduce unpermitted use of the Skate Park prior to the formal opening and the Owner's Acceptance of the facility.

b) **Conceptual Design**

i) be prepared to conduct one (1) Public Open House/Information meeting making any recommendations to City Staff and/or the Project Manager to ensure the needs of the residents are being fully considered in the approved design;

ii) be responsible to prepare a final approved Concept Plan with any sections and details required to outline clearly the full scope of each aspect of the work - the Skate Park and the BMX Park. 3D drawings will also be strongly encouraged at this stage;

iii) the approved Concept Plan should be costed and although the budget may not allow for all recommended site amenities, the approved concept design should consider all current and future improvements;

iv) at this concept level, the successful proponent is strongly encouraged to find at least one element that the City's Skate Park Consultative Group (user group) can aid in

design/detailing and possible construction to encourage the users to take ownership of their new facility. City staff will provide/suggest ideas and the proponent shall carry a budget allowance for this item through design to construction.

c) **Detailed Design and Construction Documents**

i) Ensure the geotechnical investigation and reporting has been completed prior to this Phase, to be able to design all construction detailing to required recommendations for this site;

ii) prepare fully detailed and designed construction documents (drawings and specifications) in order to complete and implement construction and outline to City Staff what they will be receiving;

iii) size of documents to be architectural d size (24” x 36");

iv) prepare final cost estimations for City Staff and Project Manager to review and approve prior to construction;

v) provide all architectural and engineering input in order to develop the drawings;

vi) submit to City Staff at 60% and pre-construction (90%) for review/comment, coordinating all required revisions on a timely basis. Again, the successful proponent’s will clearly demonstrate a consultative approach with the City’s Skate park Consultative Group so the end users remain engaged at this stage of the project;

vii) ensure site drainage aspects and design is considered as part of the detailed design drawings;

viii) modifications to the final design, made by the contractor during construction, shall be reviewed and approved by the Owner and the Project Manager. Modifications to the final design, recommended and performed by the contractor during construction, shall bear no additional cost or inconvenience to the Owner nor compromise the project schedule.

d) **Construction Administration Phase** - provide weekly reviews to ensure compliance with documents and to maintain Municipal standards;

i) attend weekly contractor meetings/inspections and be responsible to minute the meetings and liaise with City Staff, Project Manager and others as may be required on all relevant matters. Be prepared to issue any additional field notifications, site instructions, change notices etc. as may be required on a timely basis so as not to impact the construction schedule;

ii) be responsible declare Project as Substantially Complete and prepare and manage any Deficiency List ensuring 100% Completion within the Project Timeline under direction of the City's Project Manager;

iii) ensure that all appropriate Schedules are signed and submitted at conclusion of the Work;

iv) be responsible to document, in email format, all critical liaisons, meetings, decisions made and agreed to and/or accepted by City Staff, Project Manager and/or others on the Consulting Team throughout full term of work on the Project, so that a detailed record of the project is maintained.

e) **Construction Close-Out/Hand-Off to Owner** - the Consultant Team shall conduct a project close-out with the City Staff, the Project Manager and assist in the preparation of any Opening/ Dedication Event;

i) a written one (1) year unconditional warranty on all workmanship and materials shall be provided to City of New Westminster Parks, Culture and Recreation at completion of the contract;

ii) provide any specific onsite training to City Staff regarding maintenance/care of the new facility;

iii) a written service/maintenance manual will also be provided for the Owner's benefit clearly outlining all parts, supplied specifications/catalogue cuts of all proprietary elements including the suppliers names, addresses and full contact details for replacement purposes;

iv) be responsible to maintain and provide a CAD version to City Standards of the detailed "as-built" drawings delivered to the City by December 31, 2010. **The landscape architect (if on team) and all the other consulting engineers on the project must seal these drawings**. The City will not assume the project until this requirement is fulfilled.

22.0 PROPOSAL EVALUATION AND SELECTION

22.1 The City of New Westminster will evaluate all submitted valid Proposals. Any or all proposals will not necessarily be accepted. The City will disqualify Proponent(s) that fail to meet a minimum requirement for qualifications, experience, and methodology from the process prior to cost considerations. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the products and/or services requested. The City will also consider any value add services and or finished goods in the constructed facility as identified by the proponent.

22.2 The City, in assessing best value:

a) May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;

b) Has no obligation to receive further information, whether written or oral, from any Proponent, nor to disclose the nature of any Proposals received;

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

22.3 The successful Proponent must initiated work by June 1, 2010 with 100% Completion achieved by December 31, 2010.

22.4 Proposals will be evaluated based on the following criteria:

a) Project Team and Lead;

b) Experience of Company/Team;

c) Proposed Approach/Methodology;

d) Completeness of Proposal;

e) Inclusion of Value Added goods and/or services on the Project;

f) Schedule;

g) Cost.

22.5 Proposed Consultant Teams must be capable of completing all identified tasks; the City will not consider partial submissions.

23.0 REFERENCES

23.1 NOTE: Failure To Provide References May Result In Disqualification

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