



District of Lantzville  
**REQUEST FOR PROPOSAL**  
Mountain Bike Skills Park

Design -Build Stipulated Price Contract

**Closing Location:**

7192 Lantzville Road, PO Box 100  
Lantzville, BC V0R 2H0

Two (2) complete bound copies and one (1)  
digital copy of each proposal must be  
received prior to:

**4:00 pm, October 12, 2015**

**All enquiries must be directed to:**  
Fred Spears, Director of Public Works  
[fred@lantzville.ca](mailto:fred@lantzville.ca)

DISTRICT OF LANTZVILLE  
MOUNTAIN BIKE SKILLS PARK

**DISTRICT'S STATEMENT OF REQUIREMENTS**

**1.1 INTRODUCTION**

**1.2 Intent**

The District of Lantzville (the *District*), the owner, intends to develop a mountain bike skills park in Rotary Park in the District of Lantzville. Proposals for service are requested from Design/Builders that specialize in the design and construction of mountain bike skills parks as described in these terms of reference.

**1.3 Site Location and Context**

The approximately 2,000 square metre *Place of Work* is located within Rotary Park which is located in a residential neighbourhood in upper Lantzville on Harby Road East and Peterson Road. Apart from Harby Road East and Peterson Road, the area is bounded by residences to the west and a trail to the North. Though mostly flat and cleared (former ball field), there is an embankment along the southern boundary Harby Road East side, where the children's playground equipment is located and some forest remaining on site. The parking area for Rotary Park will also serve as the parking for the mountain bike skills area within the Park. The area being considered is shown outlined in white on Appendix D.

**1.4 Project Approach**

This is a partnership project. Some of the materials, equipment and labour to be used in *Construction* of the *Project* will be donated or volunteered. The selected Design/Builder will be retained to work with users, District staff and the Lantzville Parks & Recreation Commission to prepare a design for the mountain bike skills park, work as the construction manager to coordinate and oversee construction of the mountain bike skills park, carry out construction, and provide follow-up services to assist the District and users with operation and maintenance of the facility.

**1.5 Lantzville Parks and Recreation Commission**

The Lantzville Parks and Recreation Commission is comprised of one member of Council and six residents appointed by Council, and is supported by District staff. The Commission and District staff will be responsible for:

- Providing direction, review and comment on the design of the skills park;
- Receiving post-construction instruction from the Design/Builder regarding maintenance and operation of the mountain bike skills park;
- Securing donated materials and equipment for use by the Design/Builder in construction of the project;
- Providing volunteer labourers for work under the Design/Builder in construction of the project; and
- The District of Lantzville providing insurance coverage for the volunteer labourers supervised by District staff.

## **1.6 Form of Agreement**

The agreement between the District and the selected proponent for the work of the project will be a design-build stipulated price contract (per CCA-CSC-RAIC Document 14 - 2000). The total cost of the project shall not exceed \$39,000 including taxes and \$3,900 contingency.

## **1.7 Payment**

The Design/Builder will be compensated on a lump sum basis as specified in the Schedule of Design/Builder Process for each phase of the project to cover all time and expenses of the Design/Builder, including any consultants, subcontractors, subconsultants, or suppliers associated with execution of the work.

The project will have a cash allowance (included in the total cost in 1.6) to cover costs associated with materials, equipment and labour that are not provided for the project on a donated basis but need to be provided by the Design/Builder to ensure successful completion of construction. Use of the cash allowance does not include payment for time and expenses associated with the cost of the Design/Builder, consultant, subcontractors or sub consultants to provide the work. The cash allowance does not include any provision for the Design/Builder's overhead and profit.

The District reserves the right to adjust the amount of the cash allowance upon or after execution of the agreement in order to ensure the project can be completed within its approved budget and/or in order to adjust for materials, equipment or labour that may be donated to the project.

Payment for work under the cash allowance shall only be made for that work described in a change order prepared by the consultant and signed by the District's representative.

Proof of payment by the Design/Builder for work described in a change order shall be required upon submission of an application for progress payment in order for the progress payment to be processed and approved for payment.

## **1.8 Safety**

- a) The Design/Builder is advised that the District is not aware of any hazards to the health or safety of persons in the workplace (such as geotechnical hazards, overhead utilities, hazardous materials, underground utilities, wells, hazard trees) at the place of work.
- b) The Design/Builder shall be the Prime Contractor, as defined by the British Columbia Workers Compensation Act (Part 3, Division 1), for the place of the work and all project related operations, responsibility for safety on worksite(s) shall rest with the Prime Contractor, including responsibility for coordinating the occupational health and safety activities of employees, workers, volunteers and other persons at the project worksite, and establish a system to ensure compliance with all applicable safety legislation, regulation, and codes, including British Columbia Workers Compensation Act, and by good work practices.
- c) The Design/Builder is responsible for ensuring that the place of work is secured and maintained to prevent public access for the duration of the contract time.

## 1.9 Project Objectives

The Mountain Bike Skills Park shall provide opportunity for users of all skill levels (ie, beginner, intermediate and advanced). The District of Lantzville's objectives for Design Services and Construction of the project are as follows:

a) Mountain Bike Skills Park Features

Except as determined otherwise through the workshops conducted in the design phase of the assignment, the mountain bike skills park shall include the following features;

- Pump track area
- Jump lines
- Rails
- Free riding or skills development area

These features may be changed or modified during the Design Services phase of the project in response to direction from the Commission and/or the District's representative.

b) Design and Construction Considerations

The following design and construction considerations shall be addressed;

- The site shall be located within the area shown in Figure 1
- Involvement of users, the Commission and District staff in the design phase
- Construction disturbances shall be limited to the site
- Drainage must be retained and managed on the site
- Acceptable construction materials include earth, wood, stone, steel and construction aggregate
- Specification and sourcing of imported clean fill suitable for use in construction of the earth structures of the mountain bike skills park
- Other design and construction considerations and issues raised by users, the Commission or staff during the project.

c) Use and Maintenance Issues

The following use and maintenance issues shall be addressed:

- Risk mitigation and user safety
- Training of users and District staff in facility assessment, maintenance and repair
- Use and maintenance issues raised by users, the Commission or staff during the project construction or design.

## 2.1 SCOPE OF WORK

### 2.2 General

#### a) Role of the Design/Builder

The Design/Builder will be responsible for construction of the works described in the construction documents. This work will include donated materials, equipment and labour and will require liaison and coordination with the Commission and District staff. In addition, the Design/Builder shall be responsible for design services, the preparation of construction documents, and post construction instruction.

#### b) Meetings

The Design/Builder shall record definitive notes of all meetings and distribute to all in attendance. These notes shall clearly show action items. The District shall provide advertising, invitations and venues for meetings involving the public or the Commission.

In addition to the meeting specified in the tasks described below, the Design/Builder shall meet with District staff and/or the District staff and the Commission if and, as required, to discuss and resolve design and construction issues.

### 2.3 Design Services

In conjunction with the work specified in the general conditions of the contract, Design Services shall include the following tasks:

- a) Attend a start-up meeting with District staff and the Commission
- b) Gather and receive and review all existing information related to the site such as previous plans or studies and site surveys. Identify issues that require clarification or other work before detailed design work can begin.
- c) Conduct a meeting with users, the public and the Commission to:
  - Solicit input on user needs and expectations;
  - Confirm park development objectives;
  - Define the vision for development and operation of the mountain bike skills park;
  - Establish the skill levels that the mountain bike skills park will serve; and
  - Identify features and structures appropriate for the mountain bike skills park.
- d) Based on the direction provided at the above meeting, prepare a concept plan for development of the mountain bike skills park that illustrates the design approach and the features, structures, facilities and infrastructure proposed for the mountain bike skills park. In addition, prepare a draft:
  - Work plan (including a schedule of labour, equipment and materials);
  - Strategy for risk mitigation and user safety
  - Cost estimate; and
  - Project schedule

- f) Meet with District staff and the Commission to review and discuss the concept plan and the draft work plan, cost estimates and project schedule. Receive the Commission's list of labour, equipment and materials that may be donated or volunteered for construction of the project.
- g) Make changes as required and finalize and submit the concept plan, work plan, cost estimate and project schedule to District staff.
- h) Prepare detailed design drawings and specifications. Specify construction materials and identify sources for supply of said materials.
- i) Meet with District staff and the Commission to review and identify any changes and revisions. Review and discuss equipment needs and construction materials (and their acceptable sources) with the Commission so that Commission members can approach potential suppliers re donation of equipment and materials.
- j) Carry out the design services so that all aspects of the design are in accordance with the current edition of the following standards where applicable:
  - District of Lantzville bylaws
  - Any other standards that may be necessary to ensure the safety and integrity of the project and the people constructing or using the project.
- k) Meet with District staff and the Commission to identify final refinements to the design, work plan and schedule. Receive the Commission's update on the commitments of donated and volunteered labour, equipment and materials.
- l) Finalize the design drawings, specifications, work plan (ie schedule of labour, equipment and materials), cost estimate and construction schedule to 100% completion, package two (2) sets of them together as the draft construction documents, sign them and submit them to District staff for review, approval and signature.

## **2.4 Construction**

In addition to the work specified in the general conditions of the contract, the Design/Builder shall:

- a) Facilitate regular progress meetings at the place of work with District staff and the Commission.
- b) Prepare requests for a change order as required and submit to District staff for review.
- c) Undertake material analyses as necessary to ensure potential sources of material supply will meet the material requirements and performance expectations specified.
- d) Not remove any memorial trees.
- e) Provide District staff with regular inspection reports on the project status. Inspection reports shall show listings of labour and equipment at the place of work, complaints from property owners and/or the public, details on work

stoppages and accidents, and details on quality control.

- f) Maintain a photographic record of the condition of the place of work before, during and after construction.
- g) Coordinate and stage all construction.
- h) Be responsible for security and safety at the place of work, including the safety and security of volunteers.

## **2.5 Post-construction**

The work of post-construction shall include the following tasks:

- a) Prepare an operations and maintenance manual for use by staff and volunteers, including a schedule and recommendations for the maintenance and replacement of components, structures and surfaces in the mountain bike skills park.

## **3.1 PROPOSAL SUBMISSION**

### **3.2 Location, Date and Time for Receipt of Proposals**

If you are interested in performing this assignment, please submit two (2) paper copies and one digital copy of your proposal in a sealed envelope clearly marked “**Design/Build District of Lantzville Mountain Bike Skills Park**” to:

**Director of Public Works  
District of Lantzville  
7192 Lantzville Road, PO Box 100,  
Lantzville BC V0R 2H0**

no later than

**4:00 pm Monday, October 12, 2015**

Late proposals will not be accepted.

### **3.3 Contacts during the RFP process**

Only the Director of Public Works (or designate) is the District’s representative authorized to communicate and otherwise deal with Design/Builders and all Design/Builders must communicate and otherwise deal with that person only. Contact with any other District representative, including members of Council, the Commission or employees of the District regarding this RFP or a Design/Builder’s submission will result in that proposal being removed from consideration for this and any future competitions.

In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the District’s Chief Administrative Officer who will make the final decision.

### **3.4 Certification Document**

A person authorized to sign on behalf of the Design/Builder and to bind the Design/Builder to statements made in response to this Request for Proposal must sign the proposal. In addition, the Certification Document must be completed.

### **3.5 Subsequent Information**

Design/Builders are advised that all subsequent information will be distributed to all registered Design/Builders.

### **3.6 Project Team**

Provide a list of personnel that will be working on the project, including a description of each persons' role in the project, a summary of related projects, experience and qualifications.

### **3.7 Methodology and Schedule**

Employ methods and practices as required to achieve the objectives described in Section 1.0 and to execute the tasks and responsibilities described in Section 2.0.

Design/Builders are invited to add value to the project by identifying and discussing objectives and issues not included in the terms of reference that the Design/Builder feels will enhance the methodology or products requested in this RFP. The Design/Builder may propose alternates tasks and methodologies to accomplish the project objectives and tasks employing specialized methodology or technology at the Design/Builder's disposal to ensure timely, efficient and professional execution of the services.

Provide a schedule of milestone dates for the completion of the project.

### **3.8 Relevant Experience and References**

List and describe relevant experience on previous bike skills park projects and on projects having a similar scope of work to the project.

Provide at least three (3) references, including names and current information. See Appendix B.

### **3.9 Fees and Expenses**

The Design/Builder shall provide a fee and expense schedule that includes:

- a) Work for each phase of the assignment (ie. Design Services, Construction and Post-construction) shall be considered lump sum and shall include all of the Design/Builder's fees and expenses, and all fees and expenses for any consultant and subcontractor, and the taxes associated with each phase;
- b) Fees and disbursements for each phase of the assignment shall be identified and totaled separately;
- c) Hourly rates for all personnel who will be utilized on the assignment. The hourly rates will be applicable to extra services that may arise. The hourly rates quoted shall be fixed for the duration of the project up to and including final inspection following the maintenance period;
- d) A task-man-hour schedule showing hours to be worked for each team member.



### 3.10 Schedule

Time is of the essence in the execution of this project. The proposed milestones for the project are as follows:

October 26	Assignment awarded
November 15	Completion of Design Services
December 15	Substantial Performance deadline
December 31	Completion of Post-construction phase

The Design/Builder shall provide detailed work plan that lists a clear description of the tasks proposed to carry out the various aspects of the work, and to fulfill the project objectives. Changes to the milestone dates may be considered by District staff where there are impacts to the schedule that are beyond the control of the Design/Builder.

### 3.11 Disclosures

The Design/Builder shall provide a brief consolidated listing of all proposed modifications and/or deletions to these District's Statement of Requirements, or it will be deemed that every clause will be strictly adhered to.

Consultants and subcontractors are subject to all the Terms and Conditions specified in these District's Statement of Requirements. Proposals from consultants and subcontractors that contain wording or an indication that their services are subject to special Terms of Engagement will be rejected.

## 4.1 PROPOSAL EVALUATION

### 4.2 Design/Builder's Responsibility

Proposals will be evaluated against a number of project specific criteria and factors. It is the responsibility of the Design/Builder to ensure that their proposal clearly demonstrates how these evaluation criteria and factors will be addressed in their performance of the work.

### 4.3 Mandatory Evaluation Criteria

The following are mandatory requirements. Proposals not clearly demonstrating that they meet all mandatory criteria will receive no further consideration during the evaluation process.

- Completion of the Certification Document
- Completed Certificate of Insurance naming the District of Lantzville as additional insured
- Schedule of personnel hourly rates as outlined in Section 3.9.

### 4.4 Qualitative Evaluation Criteria

The following weighted criteria form the basis upon which proposals will be evaluated. Evaluation of the Design/Builder's proposal will be based on the documented information contained in the proposal.

Criteria	Weight
Historical Performance	40
Project Team	30
Methodology and Schedule	20
Project Costs	10
TOTAL	100

By responding to this RFP, Design/Builder's will be deemed to have agreed that the decision of the Evaluation Team will be final and binding.

The following factors will be used in the evaluation of each Design/Builder's proposal:

- The number, scope and magnitude of similar projects completed by the Design/Builder
- The type, length and quality of relevant experience
- Past performance in the design and construction of mountain bike skills park, including performance in public consultation, design, construction, construction management, cost control, schedule control and coordination and work with volunteered labour, materials and equipment
- Completeness and quality of the proposal
- Quality and feasibility of project issues and alternate task and methodologies
- Ability to set and achieve a realistic project schedule

## **5.1 STANDARD REQUIREMENTS**

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the District. By this RFP, the District reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select short-listed Design/Builders or attempt to negotiate an agreement with the successful Design/Builder as the District considers desirable.

Without limiting the foregoing, the District reserves the right to:

- Reject, consider or short-list any submission whether or not it contains all information required by the RFP;
- Require clarification where a submission is unclear prior to award;
- Reject any or all submissions without any obligation, or any compensation or reimbursement, to any Respondent, intended Design/Builder, or any other person associated with the RFP process;
- Disqualify or reject any submission without discussion with the submitting party;
- Reject any submission that the District considers is not in its best interest.

## **5.2 No Obligation to Proceed**

Though the District fully intends at this time to proceed through the RFP in order to have the project completed, the District is under no obligation to proceed through the RFP, or any other stage. The receipt by the District of any information (including submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Design/Builder or on its behalf) shall not impose any obligations on the District.

## **5.3 District's Decision Making Power**

The District has the power to make any decision, or to exercise any contractual right or remedy contemplated in the RFP at its own absolute and unfettered discretion.

#### **5.4 Irrevocability of Proposals**

By submission of a clear and detailed written notice, the Design/Builder may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Design/Builder agrees that should its proposal be successful the Design/Builder will enter into a Contract with the District.

#### **5.5 Design/Builder's Expenses**

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

#### **5.6 Limitation of Damages**

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

#### **5.7 Form of Agreement**

Upon the award of this assignment, the District shall prepare a Form of Agreement between the District and the Design/Builder for execution incorporating all terms and conditions.

#### **5.8 Agreement with Terms**

By submitting a proposal the Design/Builder agrees to all the terms and conditions of this Request for Proposal. Design/Builders who have obtained the Request for Proposal electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

#### **5.9 Modification of Terms**

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

#### **5.10 Laws of British Columbia**

Any agreement resulting from this Request for Proposal will be governed in accordance with the laws of the Province of British Columbia.

#### **5.11 Liability for Errors**

While the District has used considerable efforts to ensure an accurate representation of information in the Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Design/Builders. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Design/Builders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposals.

### **5.12 Workers' Compensation Board**

The agreement may contain a provision that the Design/Builder and any approved subcontractors must be registered with the Workers' Compensation Board, in which case WorkSafe BC coverage must be maintained for the duration of the Agreement. Prior to any agreement, the Design/Builder may be required to submit a WCB Clearance letter indication that all WCB assessments have been paid.

### **5.13 Ownership of Documentation**

The originals of all surveys, drawings, specifications, tender documents and any other documentation produced by the Design/Builder for the District, during the course of this assignment, shall upon completion of this assignment become the property of the District. This information shall also be provided in electronic disc format.

### **5.14 Indemnity**

The Design/Builder shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the District, its elected officials, officers, employees and agents (the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

The Design/Builder shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demand, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

### **5.15 Confidentiality**

All Design/Builders and any other person who through this RFP process gains access to confidential financial information of the District's are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP process. This requirement will continue with respect to such information learned by the successful Design/Builder, if any, over the course of any contract for service which arises out of this RFP process.

### **5.16 Conflict of Interest**

The awarded Design/Builder will acknowledge and agree that neither the independent Design/Builder nor any person employed by or associated with the awarded vendor in the performance of services or otherwise, is an employee of, or has an employment relationship of any kind with the District of Lantzville or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the District of Lantzville under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the Employment Standards Act of British Columbia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health plan contributions, or otherwise.

### 5.17 Errors and Omissions Insurance

The Design/Builder shall, at the Design/Builder's expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

#### Minimum Insurance

Consulting Services for projects <u>not exceeding</u> \$500,000 in value	\$ 500,000
Consulting Services for projects <u>between</u> \$500,000 and \$1 Million in value	\$1,000,000
Consulting Services for projects exceeding \$1 Million in value	\$ 2,000,000
The maximum deductible in all categories shall be	\$ 50,000

The Design/Builder shall provide proof to the District, and shall, upon request, provide the current policy certificate of insurance for the inspection by the District.

The Design/Builder accepts responsibility for the acts and omissions of all Consultants and Subcontractors it may engage in rendering Work on the Contract.

The Design/Builder's professional errors and omissions insurance shall remain in force for the life of the Project and for twelve (12) months after substantial completion, and shall contain the following endorsement to provide the District with prior notice of changes and cancellations:

*"The Insurer and the Insured Design/Builder shall provide written notice to be delivered by hand, or sent by registered mail to the District at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy".*

### 5.18 Insurance Policies

The Design/Builder shall, without limiting its obligations or liabilities under this Agreement, procure and maintain, at its own expense and cost, the insurance policies listed in Appendix A, attached hereto and made a part of this Agreement. The insurance policies shall be maintained continuously from the date of commencement of the Work or Services provided under this Agreement until the date that the District certifies in writing completion of the Work or Services or such further period as may be specified in Appendix A.

### 5.19 Freedom of Information and Protection of Privacy

The District of Lantzville is subject to the British Columbia *Freedom of Information and Protection of Privacy Act*. Subject to Sections 12 through 22 inclusive of the Act, any reports and or documents produced on behalf of the District are subject to public review under the Act.

### 5.20 Withholding Taxes

Design/Builders acknowledge that, if it is a non-resident company, payments to the Design/Builder, as a non-resident, may be subject to withholding taxes under the *Income Tax Act* (Canada). Further, unless the Design/Builder, as a non-resident, provides the District with an official letter from the Canadian Customs and Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the *Income Tax Act* (Canada).

### **5.21 Funding**

The Agreement and the financial obligations of the District pursuant to that Agreement are subject to:

- A) There being sufficient moneys available in an appropriation, as defined in the *Financial Administration Act*, to enable the District in any fiscal year or part thereof when the payment of money by the District to the Design/Builder falls due under the Agreement entered into pursuant to this Request for Proposal to make that payment.

DISTRICT OF LANTZVILLE

**CERTIFICATION DOCUMENT**

Design-Build Lantzville Mountain Bike Skills Park

Certification:

We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing this response.

We certify that the statements made in this response are true and complete. These statements and prices as bid represent our response to the District of Lantzville. We agree to be bound by statements and representations made in this response and to any agreement resulting from this response. All Addenda must be acknowledged in your submission on the Certification Document.

We hereby agree that this RFP response may only be withdrawn by written notice delivered to the office of the District of Lantzville Director of Public Works prior to the time set for the opening of proposals. We agree that the RFP response attached hereto shall be irrevocable by us for a period of sixty (60) days after the date of the opening of the RFP.

Print Company Name and Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Print Name and Title of Authorized Signing Officers:

\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Signing Officer: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Acknowledgement of Addenda

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM # \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

## APPENDIX A

### INSURANCE REQUIREMENTS

#### 1. DESIGN/BUILDER TO PROVIDE

The Consultant shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the District advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Work or Services until total completion of the Work or Services or such longer period as may be specified by the District.

#### 2. INSURANCE

As a minimum, the Design/Builder shall, without limiting its obligations or liabilities under any other contract with the District, procure and maintain, as its own expense and cost, the following insurance policies:

2.1 Workers' Compensation Insurance covering all employees of Design/Builder engaged in the Work or Services in accordance with the statutory requirements of the province or territory having jurisdiction over such employee.

##### 2.2 Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident;
- (ii) providing for all sums which the Design/Builder shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons because of damage to or destruction of property sustained by an occurrence or accident arising out of or related to the Work of Services or any operations carried on in connection with this Contract;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
- (iv) Providing for Completed Operations Liability to continue for a period of 24 months after total completion of the Work or any part of the Work.
- (v) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Design/Builder directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

#### 3. THE DISTRICT NAMED AS ADDITIONAL INSURED

The policies required by Sections 2.2 and 2.3 above shall provide that the District is named as an Additional Insured thereunder and that said policies are primary without any right contribution from any insurance otherwise maintained by the District.



#### 4. CERTIFICATES OF INSURANCE

The Design/Builder agrees to submit Certificates of Insurance, for itself and for all of its subcontractors to the District of Lantzville prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the District, prior to any material changes or cancellations of any such policy or policies.

#### 5. OTHER INSURANCE

After reviewing the Design/Builder's Certificates of Insurance, the District may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the District and result in increased insurance premium, such increased premium shall be at the Design/Builder's expense.

#### 6. ADDITIONAL INSURANCE

The Design/Builder may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the District. The Design/Builder shall ensure that all of its subcontractors are informed of and comply with the District's requirements set out in this Appendix A.

#### 7. INSURANCE COMPANIES

All insurance, which the Design/Builder is required to obtain with respect to this contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

#### 8. FAILURE TO PROVIDE

If the Design/Builder fails to do all or anything which is required of it with regard to insurance, the District may do all that is necessary to effect and maintain such insurance, and any monies expended by the District shall be repayable by and recovered from the Design/Builder. The Design/Builder expressly authorizes the District to deduct from any monies owing the Design/Builder, any monies owing by the Design/Builder to the District.

#### 9. NONPAYMENT OF LOSSES

The failure or refusal to pay losses by any insurance on behalf of the Design/Builder or any subcontractor shall not be held to waive or release the Design/Builder or subcontractor from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Design/Builder otherwise. Any insurance deductible maintained by the Design/Builder or any subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the District will be recovered from the Design/Builder as stated in Section 9.

APPENDIX B  
EXPERIENCE AND REFERENCES

Proponents are to provide references and contact information from similar relevant projects with specialization in bike circuit/trail/park construction.

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract or Project	
Company	
Contact Person	
Telephone and Email	
Contract Value	

**APPENDIX C**  
**SCHEDULE OF DESIGN/BUILDER PRICES**  
District of Lantzville Mountain Bike Skills Park

Item	Description	Units	QTY.	Unit Price	Amount
<b>1.0 Design Services</b>					
1.1	Design Services	L.S.	-	-	
<b>1.0 Sub Total</b>					
<b>2.0 Construction</b>					
2.1	Mobilization of Design/Builder	L.S.	-	-	
2.2	Construction services	L.S.	-	-	
2.3	Construction services	L.S.	-	-	
2.4	Cash Allowance for Construction	C.A	-	-	
<b>2.0 Sub Total</b>					
<b>3.0 Post-Construction</b>					
3.1	Post-construction services	L.S.	-	-	
<b>3.0 Sub Total</b>					
<b>4.0 Contingency Allowance</b>					
4.1	Contingency Allowance	L.S.	-	-	\$3,900.00
<b>4.0 Sub Total</b>					
<b>SUMMARY</b>					
<b>CONTRACT PRICE (sub total of 1.0-4.0)</b>					
<b>TOTAL</b>					\$39,000.00

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Design/Builder's Signature

# Appendix D - Mountain Bike Skills Site within Rotary Park

