



## **REGIONAL DISTRICT OF NORTH OKANAGAN**

**REQUEST FOR PROPOSAL #2015-P01**

**PARKS, RECREATION AND CULTURE**

**Oval Park Community Stage - Professional Design Services**

### **PART I - INSTRUCTIONS TO PROPONENTS**

The Regional District of North Okanagan (RDNO) is seeking proposals from qualified architectural firms to develop a conceptual design and budget estimate for a covered, multi-purpose outdoor stage in Oval Park, located in Lumby, BC.

#### **Proposal Submission**

1. The proposal submissions must be returned in a sealed envelope clearly marked as follows:
  - Request for Proposal #2015-P01 – Parks, Recreation and Culture – Oval Park Community Stage – Professional Design Serviceswith the proponent's name and address clearly marked on the envelope, addressed to the Regional District of North Okanagan, 9848 Aberdeen Road, Coldstream, B.C., V1B 2K9, Attention: Tannis Nelson, Community Development Coordinator.
2. Proposals must be received at the above location no later than 2:00 p.m. Local Time, Thursday, August 20, 2015.
3. Proposals received after the above time will be returned (unopened) to proponent(s) without consideration.

4. The RDNO does not accept proposals received via our facsimile machine or in any electronic format.
5. Proposals, rather than tenders, have been requested in order to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the RDNO's needs in a more cost-effective manner. Proposals should be based on these Instructions and the attached Terms of Reference.
6. Written Addenda issued by the RDNO on the BC Bid Website will be the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. The RDNO reserves the right to issue Addenda up to 24 hours prior to the RFP closing date and time. The date set for submitting Responses may be changed if, in RDNO's opinion, more time is necessary to enable Respondents to revise their Responses. Addenda will state any changes to the RFP, closing date and time.
7. All proposal submissions should include two (2) copies preferably in an 8.5 inch x 11 inch format. Proposal submissions must be suitable for black and white photocopying. Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.

### **Proposal Format**

8. The proposal should include the following information:
  - a) Title Page, including Proponent's business name, address (closest location to RDNO), telephone number and primary contact information.
  - b) Introduction describing knowledge of the RDNO's project requirements.
  - c) Outline of methodology, with detailed description of proposed public consultation process, and including any special considerations.
  - d) Proposed schedule and timelines of activities including milestones for deliverables.
  - e) Project Team information.
  - f) Firm's experience as demonstrated by a detailed listing of similar successful projects completed, along with sample images of conceptual drawings produced.
  - g) References – Minimum 3 on projects with similar scope.
  - h) Budget, including estimated costs for each required task.

### **Insurance**

9. The successful proponent (Consultant) and any sub-consultants shall at all times indemnify and save harmless the RDNO and or any of its officers, employees or agents from and against all claims and demands, losses, costs, damages, actions, suit fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this assignment, or any action taken or things done or maintained by virtue of this assignment or the exercise in any manner of rights except claims for damage resulting from the negligence of any officer, servant or agent of the RDNO while acting within the scope of their duties of employment.
10. The Consultant will be required to obtain and provide the following documents to the Regional District, upon award of the contract:
  - General Liability Insurance (with the Regional District of North Okanagan, and Village of Lumby listed as additional insured) – \$2M showing expiry date

- Errors and Omissions Insurance – \$2M showing expiry date
- Workers Compensation Board clearance letter

### Proposal Evaluation and Selection

11. The RDNO reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on “best value” according to the scoring sheet below. Proponents are advised to review the scoring sheet.

<b>SCORING SHEET</b>		
Evaluation Criteria	Points Available	Total Score
Qualifications and Experience	30	
Project Approach/Innovation - method and depth of public consultation	30	
Project Timeline	15	
Price	25	
<b>Total Points</b>	<b>100</b>	

12. The Regional District reserves the right to require any clarification it needs to understand the Proponents approach to the project.
13. If the RDNO selects a preferred proponent, the RDNO may choose to enter into negotiations with that proponent. If the RDNO does not enter into an agreement with the preferred proponent, the RDNO is entitled to cease negotiations and begin negotiations with another proponent.

### Conflict of Interest

14. The proponent is advised that they must disclose any potential conflict of interest in completing this assignment. Where any such conflict of interest appears to exist, the RDNO may, at its sole discretion, reject the proponent's proposal. Furthermore, should a subsequent potential conflict of interest arise during the proponent selection process (for example the proponent is retained by another client giving rise to a potential conflict), the proponent shall notify the RDNO of this perceived conflict of interest. The proponent will be required to either decline the assignment, or take any action necessary to remove the conflict of interest.

### Freedom of Information

15. The RDNO is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the RDNO cannot guarantee that any information provided to the RDNO can be held in confidence. All proposals, after closing time and date, become the property of the RDNO.

**General**

16. Unless specifically outlined in the proposal, the services or any part thereof may not be sub-contracted, transferred or assigned to another firm, person or company without the prior written authorization of the RDNO.
17. The activities or tasks listed in the attached Terms of Reference are minimum requirements to be undertaken.
18. All questions should be directed to Tannis Nelson, Community Development Coordinator at (250) 250-550-3689.

## PART II – TERMS OF REFERENCE

### A. INTRODUCTION

The White Valley Parks, Recreation and Culture area includes the Village of Lumby, RDNO Electoral Area 'D' and RDNO Electoral 'E' for an approximate population of 5,500 people.

Oval Park, located within walking distance from downtown Lumby, BC, is the most popular and well-used park in the White Valley area. The park includes a skateboard park, tennis courts, a spray park, outdoor fitness equipment, a playground and a running track. It hosts a number of annual community events, including Lumby Days, sports tournaments and music festivals, and it is bordered to the East and South perimeters with the community's key recreation facilities, including the White Valley Community Centre, the Lumby Curling Club, the Pat Duke Arena, the Lumby Outdoor Pool, as well as the Village of Lumby office (Oval Park map included as Schedule "A").

The construction of a stage will provide the community with a permanent, outdoor venue for musical and theatrical performances. The Regional District of North Okanagan, in cooperation with the Village of Lumby, will be seeking funding to construct the stage within the next few years. In preparation for this, they are looking to develop the concept design and estimated budget for an outdoor stage that will meet the current and future needs of the community.

### B. OBJECTIVES

The objective of this work is to develop the conceptual design and budget estimate for the construction of an outdoor community stage, to be located in Oval Park, Lumby.

It is highly desired that the design for the community stage includes the use of wood products, where possible and appropriate, referring to the Wood Use Matrix (Wood Works, a program of the Canadian Wood Council), and any other relevant resources.

### C. REQUIRED TASKS

The project includes public consultation and detailed design and architectural drawing preparation for an outdoor stage to be constructed in Oval Park.

Tasks to be undertaken will include, but need not be limited to:

#### 1. Project Initiation

- Meet with RDNO and Village of Lumby staff on project intent and process.
- Review and analyze existing site and adjacent facilities.

#### 2. Public consultation

- Execute the public consultation plan, as outlined in the accepted proposal, which will include a minimum of one public meeting and one stakeholder meeting.
- Develop a report summarizing results and impact of the results on the conceptual design and drawings.

### **3. Conceptual design**

- Develop and refine a conceptual design for the outdoor stage, which will:
  - consider and account for any and all critical site factors, such as elevation, electrical availability, water table, etc.;
  - define the footprint (size and location) of the proposed structure;
  - incorporate priority design features, as determined through community consultation;
  - mitigate noise impact from stage activity on adjacent residents;
  - consider and incorporate best practices;
  - be in line with the financial realities of the White Valley Parks, Recreation and Culture service; and
  - consider incorporation of possible donation materials, where feasible.
- Provide coloured renderings of the approved conceptual design and site layout to be used for approvals and funding applications, and as the foundation for the preparation of construction documents/architectural drawings.

### **4. Budget Estimate**

- Provide a budget estimate for the construction of the stage as proposed in the conceptual design and drawings, including all related costs.

## **D. PRODUCTS**

As a minimum, the Consultant will deliver the following:

1. A report summarizing the results of the public consultation and their impact on the final design of the stage;
2. A colour conceptual design (from several angles) for the stage that considers and includes, wherever possible, the identified community needs and the use of wood products;
3. Cost estimates for all stages of the construction of the outdoor stage as proposed in the concept;
4. Other documents as required by the RDNO.

## **E. BUDGET**

The proposal budget will include all costs associated with the project, including ancillary costs, such as travel and expenses.

Use of a room at the White Valley Community Centre for public consultation will be provided at no cost to the Consultant. Some RDNO staff support will also be provided for the public consultation. Proposed date(s) for the use of the Community Centre for the public engagement will have to be approved and not conflict with existing scheduling.

## PART III – FORM OF AGREEMENT

### REGIONAL DISTRICT OF NORTH OKANAGAN

#### FORM OF AGREEMENT

**THIS AGREEMENT** dated for reference purposes the \_\_\_\_ day of \_\_, 2015.

BETWEEN:

REGIONAL DISTRICT OF NORTH OKANAGAN  
9848 Aberdeen Road  
Coldstream, British Columbia, V1B 2K9

(“RDNO”)

AND:

Insert Name  
Address  
City, BC Postal Code

(the “Purchasing Agent”)

#### Terms of Agreement

In consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

#### Article 1. Terms Incorporated

- (a) It is understood and agreed by and between the parties that the following documents are incorporated into and form part of the Agreement between RDNO and the Contractor:
- (i) PART I – INSTRUCTIONS TO PROPONENTS
  - (ii) PART II – TERMS OF REFERENCE
  - (iii) The Proponents’s submitted and accepted proposal
  - (iv) The Specifications and any schedules of quantities and prices and drawings thereto; and
  - (v) Any further details and instructions in explanation and in writing signed between the parties.
  - (vi) Any addenda issued amending the terms outlined herein

**Article 2. Term**

Any contract awarded as a result of this RFP will be for the duration of the project. This agreement can be terminated at any time at the sole discretion of the Regional District of North Okanagan.

**Article 3. Scope of Project**

- (a) The Purchasing Agent hereby agrees with RDNO to complete the Project on the terms and conditions of this Agreement.
- (b) The Purchasing Agent shall commence the work on the Project as outlined in the terms of reference upon receiving notice from RDNO of the acceptance of the Purchasing Agent's Proposal.

**Article 4. Permits, Notices, Laws & Rules**

- (a) The Purchasing Agent shall apply and pay for all necessary permits or licences required for the execution of the Project, including a valid Business Licence. The Purchasing Agent shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of public health. The Purchasing Agent shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

**Article 5. Materials, Appliances, and Employees**

- (a) Unless stipulated otherwise, the Purchasing Agent shall provide and pay for all material, transportation and other facilities for the execution of the Project.
- (b) The Purchasing Agent shall not enter into any dispute with, and shall maintain a courteous relationship with the public while in the process of executing the Project.

**Article 6. Force Majeure**

- (a) The RDNO shall not be liable for any failure of or delay in performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay arises from abnormal circumstances, including any Event of Force Majeure, nor shall the RDNO be liable for costs and expenses arising by reason of abnormal circumstances, including any Event of Force Majeure.

Unless otherwise provided in this Agreement, a Force Majeure event will merely suspend the contractual obligations impaired or affected by such cause and suspend payment thereof and shall not bring this Agreement or any portion thereof to an end.

**Article 7. Changes in the Work**

- (a) RDNO, without invalidating the RFP, may make changes by altering, adding to, or deducting terms or items from the Project, and the consideration paid by RDNO to the Purchasing Agent shall be adjusted accordingly by agreement between the parties.

**Article 8. Compliance with Workers Compensation Regulations**

- (a) The Purchasing Agent shall ensure compliance on its part with the *Workers Compensation Act* and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.
- (b) In any case where pursuant to the provisions of the *Workers Compensation Act*, the Worker's Compensation Board orders the Purchasing Agent in respect of its operations under this Agreement to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion the conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, RDNO may cancel this Agreement on 24 hours written notice to the Purchasing Agent.

**Article 9. Protection of the Work Property and Public**

- (a) The Purchasing Agent shall comply with all applicable laws, ordinances, rules regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

**Article 10. Right to Terminate Contract**

- (a) The RDNO may terminate the Agreement by giving (90) days' written notice at any time.
- (b) The RDNO reserves the right to terminate any contract awarded upon written notice should the Purchasing Agent become insolvent, file bankruptcy proceedings, abandon or discontinue its operation in whole or in part, or make assignment or purported assignment of any contract in effect without obtaining prior written consent.
- (c) In the event of termination for any reason, all statements, records, etc., as deemed necessary by the RDNO, will be audited and verified to determine what monies, if any, are owned by one party to the other.

**Article 11. Assignment**

- (a) The Purchasing Agent shall not assign the RFP or this Agreement or any part thereof or any benefit or interest therein or thereunder (otherwise than by a change in favour of the Purchasing Agent's bankers of any monies due or to become due under this Agreement which assignment shall be notified to RDNO) without prior written consent of RDNO, which consent may be unreasonably withheld.

**Article 12. Indemnity**

- (a) The Purchasing Agent shall save and hold harmless RDNO, its officers, agents, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this Agreement, whether such claim shall be made by an employee of the Purchasing Agent, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a willful or negligent act or omission of the Purchasing Agent, its officers, servants, agents or employees, and at its own expense, the Purchasing Agent shall defend any and all such actions and pay all legal charges on a client-solicitor basis, costs and other expenses arising therefrom.
- (b) The Purchasing Agent shall ensure that RDNO, its officers and employees, are saved harmless from any liability whatsoever arising out of the performance or non performance of the Project by the Bidder or its subcontractors.

**Article 13. Insurance**

- (a) The Purchasing Agent shall maintain and keep in force during the term of this Agreement and until the date of the completion certificate of the Project, in a form satisfactory to RDNO, in its sole discretion:
- (i) Public Liability and Property Damage insurance against liabilities or damages in respect of damage to property arising out of the performance of the Project, in an amount no less than \$2,000,000.00;
  - (ii) a minimum of \$2,000,000 of Public Liability and Property Damage insurance shall be carried on all automotive equipment; and
  - (iii) owner and non-owned automobile insurance with respect to all motor vehicles owned and/or operated by the Bidder in its work on the Project.
- (b) The Purchasing Agent shall at the time the proposal is approved, submit to RDNO one copy of the insurance policies required under this section and shall also provide to RDNO from time to time, as may be required satisfactory proof that such policies are still in full force and effect.

**Article 14. Entire Agreement**

- (a) This Agreement, including all schedules, appendices, and amendments hereto sets forth all of the covenants, promises, agreements, conditions, and understandings between RDNO and the Purchasing Agent, and there are no covenants, promises, agreements, conditions, or understandings either oral or written, between RDNO and the Purchasing Agent other than as are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon RDNO or the Purchasing Agent unless made in writing and signed by each of them.

**Article 15. Governing Law**

- (a) This Agreement shall be construed and governed in accordance with the laws of British Columbia and the Bidder hereby submits to the jurisdiction of the courts of British Columbia with respect to any action or proceeding brought by RDNO to enforce its rights hereunder.

**Article 16. Time**

- (a) Time is of the Essence in this Agreement.

**Article 17. Successors and Assigns**

- (a) This Agreement shall be binding upon and enure to the benefit of RDNO and the Purchasing Agent and their respective heirs, executors, administrators, successors, and permitted assigns.

**Article 18. Joint and Several**

- (a) In the event that the Bidder comprises one or more persons or entities, all grants, covenants, provisions, claims, rights, powers, obligations, privileges, and liabilities shall be construed as being joint as well as several.

**Article 19. Gender**

- (a) Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or body corporate, as the context or case may be.

**Article 20. Communication**

- (a) The Contractor must consult on an ongoing basis and attend appropriate meetings with the RDNO.

**AS EVIDENCE OF THEIR AGREEMENT** the parties have executed this Agreement as of the date first written above.

**REGIONAL DISTRICT OF NORTH OKANAGAN**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**Insert appropriate execution block for Bidder:**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory



# Oval Park Lumbv. BC



1 : 2,566



130.4 0 65.18 130.4 Meters

NAD\_1983\_UTM\_Zone\_11N  
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Date and Time Printed: 1/14/2014 11:53 AM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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### Legend

- Roads
- Jurisdiction
- Raillines
- Lake Lines
- Creek Lines
- Parcels
- First Nations Reserves
- Lakes

- General location for stage
- 1 Pat Duke Arena
- 2 Lumbv Curling Club
- 3 Tennis Courts
- 4 White Valley Community Centre
- 5 Outdoor Pool
- 6 Spray Park
- 7 Fitness Equipment
- 8 Playground

### Notes