



## **Request for Quotations**

RFQ Name: Shoreline Restoration with Play Elements (Lake Park)

Date of Issue: July 13, 2023

Submission Deadline: Aug 31, 2023

---

### **Contents**

Section A. Introduction

Section B. Project Specifications

Section C. Quotation, References Form and Construction Schedule

### Appendixes

Appendix A. Conditions and Instructions to Contractors

Appendix B. Contractual Terms

Appendix C. Site Plans, Specifications and Photos

## **A. Introduction**

1. Lake Park Society (“LPS”) invites responses to this Request for Quotations (RFQ) for the construction of a shoreline restoration area with play elements at Cumberland Lake Park.
2. The terms governing this RFQ process are set out in Appendix A, Conditions and Instructions to Contractors.
3. Please contact the undersigned in writing before 11:00 am on August 29, 2023 with any questions relating to this RFQ.
4. Any changes to this RFQ will be communicated at [cumberlandlakepark.ca/](http://cumberlandlakepark.ca/)
5. Each quotation must include a completed Reference Form and Construction Schedule.
6. Quotations should be received on or before 2:00 p.m. on August 31, 2023.
7. LPS prefers to receive quotations by email to [executivedirector@clws.ca](mailto:executivedirector@clws.ca) referencing the RFQ name. LPS will confirm receipt of quotations by email. Further information on delivery of quotations can be found in Appendix A.
8. The terms and conditions of the contract for the deliverables are set out in Appendix A, Conditions and Instructions to Contractors, to this RFQ.
9. An optional site meeting will be held at 9:15 am on August 16, at the campground office at 1100 Comox Lake Road. Contractors interested in bidding on the project are encouraged to attend this meeting to review the scope of work and current site conditions. Please RSVP.

Contact Person:

Genevieve Burdett  
[executivedirector@clws.ca](mailto:executivedirector@clws.ca)  
(250) 702-7219

## **B. Project Specifications**

### **1. Deliverables**

To supply, deliver, and install the shoreline restoration project and play elements as set out in this RFQ. List of Deliverables:

- a. All structures and related improvements to be built per attached drawings.
- b. All structures and related improvements have been designed and must comply with current CSA Z614 playground standards (i.e. recessed hardware, avoid entrapment spaces etc.)
- c. Source any specific items, per attached drawings.
- d. LPS has a selection of donated logs and rocks. Please attend the site meeting to review materials available.
- e. Installation of landscaping, irrigation shrubs and plants. All landscaping installation and maintenance shall conform to BCSLA/BCNTA Landscape Standard current edition. All irrigation to be installed per Irrigation Association of BC Standards per attached drawings.
- f. Robust cedar or similar edging to be used between planting areas and sand surfacing
- g. Installation of cedar (or pressure treated) fencing to match style and appearance (three rails high) of fence photo in Appendix C. Spaces between horizontal fence slats must be <3.5" (or greater than 9") to prevent head entrapment. Approximate total length of fencing is 28'4". Top fence rail and top of posts must be <2" in width. Tops of fence posts must have rounded post caps installed or be cut at an angle all the way around, so that the flat part at its centre is less than 2" in width.

### **2. LPS Responsibilities**

- a. Provision of a selection of logs (cedar perch play element) and rocks, that will be available for viewing at the site meeting
- b. Provision of signage required

### **3. Contractor's Qualifications**

The contractor must be familiar with commercial/institutional landscape construction and with current CSA Z614 playground standards.

**4. Term**

Work may begin on October 1st, 2023 or anytime thereafter. Work must be completed by May 1, 2024.

**5. Required Documents**

- a. Submission of a Quotation
- b. Reference Form with information on completed projects.
- c. Schedule of Work

**6. Site Plans, Specifications and Precedent Photos Attached**

- Shoreline restoration with play elements drawings (The Silver & Or Design Co.)
- Fencing images

**C. Quotation, References Form and Construction Schedule**

In accordance with the Conditions and Instructions to Contractors, please submit a firm quotation to supply the shoreline restoration project and play elements as set out in Project Deliverables and attached drawings.

**References Form**

1. Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Details: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Details: \_\_\_\_\_  
\_\_\_\_\_

**Construction Schedule**

Proposed start date: \_\_\_\_\_

Proposed end date: \_\_\_\_\_

## **Appendix A: Conditions and Instructions to Contractors**

The following conditions and instructions will apply to this RFQ. Submission of a quotation indicates acceptance of all the terms that follow and that are included in any amendments issued by LPS.

Contractors are cautioned to carefully read and follow the conditions and instructions set out in this RFQ. Any deviation, omission, as well as any inaccuracies or misstatements may be cause for rejection. LPS reserves the right, at its sole discretion, to waive minor irregularities and defects in a submission, and proceed with that contractor.

### **1. Delivery of Quotations**

- a. Email: LPS prefers electronic submissions of quotations. Quotations should be in the form of a single PDF file to [executivedirector@clws.ca](mailto:executivedirector@clws.ca). The email must indicate the RFQ name. LPS will confirm receipt of quotations by email. Quotations are deemed to be successfully received when displayed as new email in the inbox of the LPS email address. LPS will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and LPS will not be liable for any damages associated with quotations not received.
- b. Hard Copy: If there is no ability to submit electronically, a paper copy of the proposal must be received, on or before the closing time by: Executive Director  
Lake Park Society PO Box 1389 Cumberland, BC V0R 1S0

### **2. Inquiries**

All inquiries related to this RFQ should be directed in writing to the contact person named in the introduction to this RFQ. Information obtained from any person or source other than this representative may not be relied upon.

### **3. Ownership of Quotations**

All quotations and subsequent information or material received shall become the property of LPS and will not be returned.

### **4. Confidentiality**

All quotations and subsequent information or material received will be held in confidence by LPS subject to the provisions of the Freedom of Information and Protection of Privacy Act.

### **5. Withdrawal of Quotations**

Quotations may be withdrawn by written request only at any time prior to the scheduled closing time. A Contractor may not withdraw their quotation for a period of 60 days after the closing date.

### **6. Acceptance of Quotation**

LPS unequivocally reserves the right to reject any or all quotations; or to accept any or part of any one quotation as may be deemed to be in its interest.

### **7. Contract Award**

The lowest quotation will not necessarily be awarded a contract with LPS.

### **8. No Obligation to Award Contract**

LPS is under no obligation to award a contract as a result of this Request for Quotations and reserves the right to terminate this Request for Quotations process for any reason, at any time. LPS may then do nothing, retender, or sole source. LPS may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

### **9. No Claim for Compensation**

Except as expressly and specifically permitted in these conditions and instructions, no Contractor shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFQ process including accepting a non-compliant bid and by submitting a quotation each Contractor shall be deemed to have agreed that it has no claim. This RFQ, any attached specifications, and the successful Contractors response will form part of any contract entered into.

### **10. Pricing**

Pricing will be firm for the contract period, unless this RFQ states otherwise. All prices quoted are to be in Canadian dollars.

## **11. Contractor's Qualifications**

By submitting a quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to fulfill a contract resulting from this RFQ.

## **12. Amendments**

All amendments or further information to this RFQ will be published at [cumberlandlakepark.ca](http://cumberlandlakepark.ca) website. It is the responsibility of the Contractor to monitor [cumberlandlakepark.ca](http://cumberlandlakepark.ca) to check for updates. LPS will not accept questions or requests for clarification within 2 business days of the submission date and time.

## **13. Disputes**

Any dispute arising from this RFQ or subsequent agreement will be resolved according to the laws of the Province of British Columbia.

## **14. Evaluation**

LPS staff will review and evaluate quotations based upon, but not limited to, the following criteria:

- contractor experience
- price
- project schedule
- references
- compliance with the specification
- compliance with this RFQ

## **15. Contract Award**

After selection of a preferred Contractor LPS may request negotiations which could include discussion of the terms and conditions in the contract and minor modifications of scope and price. Following which a signing of contract documents and the awarding of a contract will be made by LPS.



## **Appendix B: Contractual Terms**

It is the intent that a contract will be entered into between the selected Contractor and LPS and that the following terms will apply. Submission of a quotation indicates acceptance of these terms unless specifically noted in a statement of non-compliance.

### **1. Fees and Invoicing**

The contractor must only charge the fees for the performance of all work in the submitted quote.

The contractor shall be paid net 30 days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

The work may be subject to a 10% holdback in accordance with the British Columbia Builders Lien Act. The holdback shall not be released until the expiry of 55 days after substantial completion of the project or as required by the Act.

In the event of significant revisions, changes in scope or reasonably unforeseen additional work required for the project outside the agreed scope, the contractor will notify LPS in writing and provide a summary of projected additional fees and disbursements for review and approval. Additional work, if authorized by LPS, will be undertaken on a time and materials basis at contractor rates as quoted upon written authorization of LPS before commencement of the work. Additional work will not limit the ability of LPS to terminate the contract, including for cause.

### **2. Contractor Responsibilities**

The contractor shall not assign this agreement or the right to payment due hereunder without LPS's prior written consent which may be withheld. Any assignment or purported assignment shall be deemed to terminate this contract.

The contractor shall supply all the tools, equipment, labour and materials necessary to complete work to the fullest extent and meaning of the specifications and plans unless specifically stated otherwise.

The contractor is responsible for acquiring any permits or licences required for the work.

The contractor shall be responsible for the maintenance of discipline and general orderliness at the site. Contamination and spill mitigation procedures for machinery must be in place.

The contractor must notify the Village in writing prior to commencement of work of any unsatisfactory conditions.

The contractor is an independent contractor and not the servant, employee or agent of LPS. The contractor will not in any manner whatsoever commit or purport to commit LPS to the payment of any money to any person, firm or corporation.

### **3. Work, Materials and Warranty**

All work shall be performed in accordance with electrical, plumbing, mechanical, fire and building codes of British Columbia and trade/industry standards.

The contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to any requirements set out by LPS.

All materials will be new, unless supplied by LPS (logs, rocks, sink can also be repurposed).

All materials shall be delivered, stored, handled, and applied in accordance with the manufacturer's instructions by the contractor.

The contractor shall be responsible for the supplies covered by this contract until they are delivered and/or installed at the designated delivery point, regardless of the point of inspection; and the Contractor shall bear all risks of loss or damage to rejected supplies after notice of rejection.

LPS will not be responsible for the care and custody of any materials belonging to the contractor.

The contractor warrants that the goods, materials, equipment and/or services supplied by the contractor to LPS will be in full conformity with any specifications.

The contractor warrants that the goods, materials and/or equipment supplied are of merchantable quality and fit for the intended use and will perform according to any requirements set out by LPS.

A one year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the contract.

#### **4. Timelines**

For all requests made by LPS pursuant to the contract, time is of the essence.

The contractor must perform the work within the time limits specified in the project schedule of the contract or if no time limit is specified for the work or for a particular component of the work, the contractor must perform the work in as prompt a manner as allowed by the applicable standard of care.

#### **5. Inspection and Ownership**

The services are subject to inspection by LPS and a playground inspector and in case any of the services are not in conformity with the requirements of the contract or the contractors' warranty (expressed or implied), LPS shall have the right either to reject them or to require correction.

#### **6. Release and Indemnity**

The contractor shall indemnify, hold and save harmless LPS from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the contractor, its employees, officers, volunteers, servants, subcontractors, or agents or persons from whom the contractor has assumed responsibility in the performance or purported performance of the Requirements.

#### **7. Insurance and WorkSafe**

The contractor shall be required to carry not less than \$2 million general liability and property damage insurance, naming LPS and the Village of Cumberland as additional insured.

The successful contractor must show evidence of WorkSafe BC compliance. A certificate of Insurance and WorkSafe BC letter must be provided by the contractor upon request of LPS.

The successful contractor must comply with the Workers Compensation Act and the associated regulations and assumes the responsibility of the prime contractor.

### **8. Breach of Contract and Termination**

The acceptance of a late performance, with or without objections or reservations by LPS shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

In the event that the contractor at any time does not comply with the provision of the contract to the satisfaction of LPS, LPS is empowered to notify the contractor to discontinue the work called for by the contract and LPS shall have the right in its sole discretion to enter into a contract with some other contractor for such work. Notification for non-compliance may be effective immediately.

LPS may terminate this agreement for the contractor's failure to comply with any term of this agreement, immediately on giving written notice of termination, and for convenience, on giving at least 30 days written notice of termination.

### **9. Law Governing Contract**

The laws of British Columbia shall govern the contract.

### **Appendix C. Site Plans, Specifications and Photos**

- Shoreline restoration and play elements details and drawings (The Silver & Or Design Co.)
  - General concept and location
  - Fencing and play structures
  - Approximate measurements: layout, fencing and planting beds
  - Detailed element drawings
  - Planting plan overview
  - Ignore proposed crushed stone path (not included in RFQ)
- Fencing image example

