

HANTS NORTH RECREATIONAL AND DEVELOPMENT ASSOCIATION

DESIGN & BUILD NEW SPLASH PAD

REQUEST FOR DESIGN-BUILD PROPOSALS

Terms of Reference

August 15, 2019

DESIGN & BUILD NEW SPLASH PAD
REQUEST FOR DESIGN-BUILD PROPOSALS

1.0 INSTRUCTIONS TO PROPONENTS

1.1 Introduction

The Hants North Recreational and Development Association (HNRDA) requests the Design-Build services of a qualified firm to design and build a new splash pad as specified herein.

1.2 Proposal Submission

Proposals will be received up to **3:00 pm** local time on **September 10, 2019**. The Municipality of East Hants will receive the proposals on behalf of Hants North Recreational and Development Association at the following location:

Lloyd E. Matheson Centre
230-15 Commerce Court
Elmsdale, Nova Scotia B2S 3K5
Attention: RFP50269

Proposals must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants' staff to confirm receipt prior to the stated Proposal Deadline. Please allow sufficient time to be served by staff.

Proponents shall submit their proposal in original plus four (4) copies and a .pdf copy, in a sealed envelope marked as follows:

"Request for Proposals – Design & Build New Splash Pad"

An individual or company who submits a proposal is hereinafter referred to as a "Proponent."

HNRDA will proceed with private openings. Proponents will be advised as to their status in the competition after the Contract has been awarded.

1.3 Proposal Acceptance

This document and Request for Proposal process does not constitute a call for Tenders. This RFP process will not give rise to any Contract A–based tendering law duties or legal obligations.

This Request for Proposals neither expresses nor implies any obligation on the part of HNRDA to enter into a contract with any party submitting a response or responses.

All Proposals become the property of HNRDA once submitted.

Late Proposals will be rejected and will be returned unopened. Faxed Proposals will not be accepted. Emailed Proposals will not be accepted.

Any Proposal that does not include all of the information required in this RFP may be considered incomplete and may be rejected. HNRDA will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if HNRDA believes they have sufficient information to evaluate, it may proceed to do so.

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Proponents undertake any expenditure related to the submission of a Proposal at their own risk. The Proponent is responsible for all costs associated with preparing and submitting this Proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Proposal.

HNRDA may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents. HNRDA reserves the right to deviate from the evaluation criteria where it is in their best interests. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Proposals received and the needs of HNRDA.

HNRDA does not bind itself to accept any Proposal, but may accept any Proposal, in whole or in part, or discuss with any Proponent different or additional terms to those described in this RFP or in such Proponent's Proposal. HNRDA may:

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, choose to accept or reject it;
- choose not to accept the lowest bid price;
- alter the schedule, RFP process, or any other aspect of the RFP, as it may determine in its sole and absolute discretion.

Without limiting the preceding in any way, HNRDA may accept any Proposal or any portion of any Proposal that may be considered to be in the best interests of HNRDA. HNRDA reserves the right to reject any and all Proposals that, in its sole discretion, are not in the best interests of HNRDA.

HNRDA reserves the right to waive formality, informality or technicality in any Proposal. This includes the right to accept a Proposal that is not compliant with the instructions in the Request for Proposals document.

HNRDA reserves the right to amend this Request for Proposal document at any time before the Request for Proposal's closing date and will issue an addendum in the event of a change.

HNRDA reserves the right to negotiate, after the Request for Proposal's Proposal Deadline, with any Proponent and to finalize service arrangements in the best interests of HNRDA.

In applying this privilege clause, HNRDA shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Proposals.

HNRDA reserves the right to interpret any and all aspects of this Request for Proposals as may be most favourable to HNRDA.

Should a Proponent find any discrepancies, errors, or omissions in this RFP, or if a Proponent is unsure as to the meaning of anything in this RFP, they are to advise HNRDA in writing; HNRDA may, in its sole discretion, respond to such written inquiry, to all Proponents, in an addendum.

It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed. Insurance requirements, if any, should be reviewed by the Proponent's insurer.

HNRDA may cancel the RFP process at any time, for any reason, in its sole discretion. In the event that an RFP process is cancelled, HNRDA will not be obligated to pay any costs, damages, or claims of any type to any Proponent or potential Vendor or Proponent.

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Suppliers who have been disqualified from bidding on contracts with HNRDA may not respond to this RFP and any RFP which features a subcontractor who is disqualified from bidding may also be rejected.

In providing a Proposal, the Proponent warrants that their Proposal is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Proposal is to be provided may discuss the subject matter of a competition with any HNRDA volunteer, staff member, consultant, or any person involved in the procurement process, evaluation, or award, other than the designated contact or their designate. Under no circumstances may a Proponent extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of HNRDA in connection with this or any other procurement of goods, services, or construction.

Proponents must advise HNRDA of any potential conflict of interest that may affect, or appear to affect, the RFP process, including the influence of award. HNRDA may disqualify a Proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if HNRDA determines that the Proponent has engaged in any conduct prohibited by this RFP.

Proponents shall indemnify and save harmless HNRDA, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Proponent or their servants in the preparation of their Proposal and/or in the course of delivering Services.

Proponents are advised that no commitment to purchase Goods or Services shall exist until the successful Proponent is advised by HNRDA, in writing, of an award.

The procurement of goods and services, if any, resulting from this RFP may require a written agreement between the parties. Unless otherwise agreed to in writing by HNRDA, the terms and conditions specified in Section 2, General Conditions, shall be the basis for such agreement. Any objections to such terms and conditions must be clearly set out in Proponents' Proposals. In the absence of such objections, HNRDA will assume that the Proponent accepts such terms. The extent to which a Proponent accepts, rejects, or proposes modifications to such terms will be taken into account in evaluating Proposals. Any Proposal may, in the sole discretion of HNRDA, be rejected at any time on the basis of proposed contract terms and conditions that are unacceptable to HNRDA.

In submitting a Proposal, the Proponent has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. No Proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

Submitting a Proposal shall be deemed proof that the Proponent was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFP. HNRDA will not be liable for claims made by a Proponent that they were uninformed or unaware of the requirements, terms or conditions of this RFP.

1.4. Proposal Validity

All responses to this RFP should be held firm for a period of sixty (60) days from the Proposal Deadline or such additional time as may be mutually agreed upon in writing.

1.5 Fees, Expenses and Disbursements

Proponents' proposals shall include all fees, materials, equipment, labour, expenses and disbursements necessary to undertake the work except as specified otherwise herein.

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This work is being conducted with public funds; therefore, Proponents' submissions, fees and expenses may be made public.

1.6 Proposal Requirements

Proponents are required to submit Appendices A and B in addition to a complete proposal as specified herein.

The Proponent must clearly and concisely describe in their proposal how they propose to complete the design, build, and commissioning services, including, but not limited to the following:

- Clear description of the number and type of spray and other components they will supply and install, including:
 - manufacturer,
 - manufacturer's part number(s),
 - quantities, and
 - product information.
- Describe the sequencing planned for the spray components (when they will operate relative to each other),
- Description of pad and final finish of area around pad,
- How safety and security will be handled on the site during the work,
- Conformance to applicable standards and guidelines,
- Lead-time of components,
- Materials and equipment to be used to complete the services,
- Discussion of winterization of the equipment,
- Clean-up and disposal of construction waste,
- The theme or intent of the design the proponent is offering (if any),
- Warranty, and
- Any other information the Proponent wishes HNRDA to know.

The terms for manufacturers' warranty on spray equipment and controls will vary. Ideally, we prefer warranties that are valid for a minimum of 25 years, but will consider all warranty terms. Please provide a summary table that shows the product number, manufacturer, description, and the applicable warranty period. In addition:

- Summarize the warranty (if any) provided by the pad installer; and
- Summarize any factors which will limit an applicable warranty.

The Proponent may provide a concept image which illustrates an approximation of the completed splash pad or sufficient brochures and descriptions to describe the expected result. It is important that it is clear which equipment from the brochure will be included. All items listed or illustrated in the brochure, unless struck out, must be included in the price.

While the number of play items included in the proposal is important in determining value, it is only one consideration. HNRDA will consider the overall quality, sense of fun, durability, finish and expected longevity of the equipment quoted.

The Proponent must include examples and references that describe their experience in supplying and installing play equipment. Such examples must show pictures of existing installations where the budget is similar to that which HNRDA has provided.

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Provide an estimated schedule for the project showing the approximate timeline in weeks, starting from notification of award, for the following:

- Start date for detailed design
- Review period/collaboration
- Final design
- Construction start
- Construction completion
- Commissioning complete

The Proponent will supply three examples of similar work where your company has acted as Design-Builder. Such examples must include:

- Location of the example
- Approximate value of the total project (design and build)
- How long the project took (inception to the end of design; end of design to completion of construction)
- Name, email address and phone number for the owner of the building

HNRDA may contact the persons named in references to verify the information and assess the satisfaction of the previous clients.

Proponents shall indicate whether they are the sole undertakers of the work or whether subcontractors will be used. Proposed subcontractors shall be subject to approval by HNRDA.

Proponents shall include a listing of the personnel who are expected to work on this project and outline specifically what their primary responsibility applicable to this project will be. Résumés of primary team members shall be submitted with the proposal.

Provide a list of sub-contractors that will be used for the various work elements specified in Appendix B. If a work element is to be completed by your own forces, indicate that and provide information in your proposal about their qualifications.

A basic organizational chart of the project team shall be included showing lines of responsibility and reporting structure of all staff assigned to the project. These requirements shall apply to subcontractors and the role of any subcontractor shall be clearly defined and outlined.

1.7 Deadline for Questions

All questions, requests for additional information or clarifications regarding this Request for Proposals shall be in writing, by email only, to procurement@easthants.ca. East Hants will accept questions on behalf of HNRDA and coordinate answers. The last date and time for questions is **September 3, 2019** at 11:00AM local nova Scotia time.

Proponents are solely responsible to ensure that any such inquiries are received as described above. Neither East Hants nor HNRDA will not be responsible if a Proponent acts based on information received in any other way than an approved written Addendum or communication authorized by HNRDA.

HNRDA will determine whether inquiries received merit an addendum.

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1.8 Site Briefing

There will be a site briefing held at 55 Findley Road, meeting near the sports pad, on August 21, 2019 at 10:00 am local Nova Scotia time. Attendance is not mandatory but potential Proponents are encouraged to attend.

1.9 Proposal Evaluation

HNRDA will evaluate this proposal using consensus scoring based on the criteria specified in Appendix C.

HNRDA will use a list of criteria in reviewing each proposal. The evaluation will be undertaken in accordance with the form attached as Appendix C.

Price will be evaluated as specified herein and points distributed as follows:

(Lowest Proponent price divided by Proponent's price) multiplied by the Available Points

The highest-rated Proponent proposal after evaluation will be considered for award.

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2.0 GENERAL CONDITIONS

2.1 Definitions

Design-Builder: The entity engaged by HNRDA to perform the work to design, construct and commission the splash pad.

HNRDA Contact Person: the person or persons designated by HNRDA as the person to contact on all matters related to the design and construction. The Design-Builder may not take instruction from any other person and any changes or alterations to any aspect of the project must be authorized by this entity prior to being acted on by the Design-Builder.

Splash Pad: an outdoor play area with sprinklers, fountains, nozzles, and other devices or structures that spray water in creative and fun ways, commonly featuring a drained concrete pad.

2.2 Schedule

The Design-Builder shall contact HNRDA Contact Person on at least a bi-weekly basis to provide an update on the progress of the work. Any circumstances that will result in changes to the agreed Schedule shall be promptly brought to attention of HNRDA Contact Person.

2.3 Personnel

The Design-Builder is advised that HNRDA expects the personnel listed in the proposal to perform the work indicated and written permission must be obtained before changing any member of the work team. In the case of personnel being changed, HNRDA requires that the new personnel have a similar length and breadth of experience relevant to this project as the personnel being replaced and be otherwise acceptable to HNRDA.

2.4 Subcontractors

The Design-Builder is advised that the listed subcontractors and their work scope cannot be changed without the written permission of HNRDA. Failure to comply with this provision will be considered a breach of contract and may result in termination of the Contract.

2.5 Confidentiality

Information provided by HNRDA is to be treated as confidential and is not to be disclosed to any third party without the written permission of HNRDA except as necessary to perform the Contract.

2.6 Information Collected

The Design-Builder is advised that all information produced in the course of this Contract is to be considered the property of HNRDA and shall be turned over to HNRDA upon request.

2.7 Design-Builder's Responsibility

The Design-Builder shall indemnify and save harmless HNRDA, its agents, officers and employees from and against all claims, demands, losses, damages and costs of any kind arising from any willful or negligent act, omission or delay on the part of the Design-Builder or their servants in carrying out this Contract.

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2.8 Insurance

The Design-Builder and any contractors or consultants they may use to perform any of the work must be registered with and remain in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS). The Design-Builder shall provide copies of WCBNS letters of good standing for themselves and for any contractor or consultant they may use to perform the work prior to starting any work and when such letters are changed or renewed (typically quarterly).

The Design-Builder and each contractor and consultant which the Design-Builder may use to perform the work must have and maintain insurance as follows:

- Commercial General Liability insurance with a limit of not less than \$2 million and be written on an occurrence based form.
- The Design-Builder, their contractors and their consultants must each provide HNRDA with a Certificate of Insurance (COI) which:
 - evidences the insurance;
 - specifies the location and nature of the work;
 - declares Hants North Recreational and Development Association is an additional insured;
 - declares Hants North Baseball Association (the owner of the land) as an additional insured;
 - declares the Municipality of the District of East Hants an additional insured;
 - specifies 30 days' written notice in the event of cancellation or material change; and
 - the COI must be in a form acceptable to HNRDA.

The Design-Builder must provide WCB letters and insurance certificates before starting any work and must replace such certificates prior to their expiry. The requirement to provide certificates and letters shall be in force during the term of the contract, performance of the work and during the warranty period.

2.10 Regulations

The Design-Builder shall comply with all existing Federal, Provincial and Municipal regulations and other authorities having jurisdiction.

2.11 Taxes

The Design-Builder shall pay all Federal and Provincial Taxes as required by the appropriate enactments.

The Design-Builder shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that HNRDA is obligated to pay. This amount will be included in payments to the Design-Builder.

In the event of changes in applicable tax legislation to provide additional tax relief during the course of this Contract, it is the intent of the Contract that any benefits therefrom shall accrue to HNRDA who shall deduct any overpayment of taxes from moneys due the Design-Builder.

In the event of additional taxes being imposed during the course of the Contract, it is the intent of the Contract that the additional amounts paid by the Design-Builder will be reimbursed by HNRDA in accordance with the requirements of the applicable tax legislation.

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2.12 Payments

Payments shall be based on monthly invoices of prorated payments submitted by the Design-Builder in accordance with the payment schedule approved by HNRDA unless an alternative payment schedule is approved by HNRDA.

Payment will be made on a net thirty (30) days basis from receipt of invoice provided that HNRDA has approved the work that is being billed. Incomplete or unsatisfactory work will result in reduced compensation for the Design-Builder as deemed appropriate by HNRDA. No payment made by HNRDA under this Contract shall constitute acceptance of work or products that are not in accordance with the requirements of the Contract.

2.13 Contract Security

No contract security is required.

2.14 Governing Law

The laws of Nova Scotia shall govern any contract for this work. If any dispute should arise under the terms of such contract, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

2.15 Contract Terms

Any contract for the work described herein must be in accordance with these General Conditions.

2.16 Termination

In the event the agreement is terminated prior to the completion of the work, the Design-Builder shall only be entitled to compensation for work performed up to the date the agreement is terminated.

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3.0 WORK DESCRIPTION

3.1 General

The Hants North Recreational and Development Association (HNRDA), in conjunction with other community groups, operates baseball fields, a sports pad, and other recreation assets at their location in Noel, Nova Scotia. HNRDA wishes to construct a splash pad as an additional feature at this location.

The splash pad will be located at 55 Findley Road, North Noel Road, Nova Scotia.

HNRDA anticipates an overall project budget of \$100,000.00 plus Harmonized Sales Tax (HST).

HNRDA requires the services of a qualified firm to undertake design, construction, and commissioning of the splash pad. It is the intent of this document that the Design-Builder will, without limitation, provide all required materials, labour, skill, expertise, equipment, and other resources necessary to perform the work, unless otherwise specified herein.

3.2 Deliverables

HNRDA has already completed a drilled well with a flow rate of IGPM 40 (Exhibit 1) and have determined where, in HNRDA's opinion, is the most suitable location operationally for the splash pad (within red circle in Exhibit 2). Exhibit 3 is a site plan from a previous project. Exhibit 4 is geotechnical study which was done in preparation for a previous project (TP2 is close to the planned location); recommendations relating to that project have been removed from the document, but otherwise the document is intact. All documents are provided for reference only and Design-Builders are solely responsible to determine the requirements and specifications for their design.

The Design-Builder will be responsible to design, construct, and commission the splash pad, including, but not limited to, the following:

- The Design-Builder must work with HNRDA to get the most versatile and fun splash pad possible for budget they have and the limitations of the well. The final design will need to be approved by HNRDA.
- The Design-Builder is responsible for all aspects of the site, including, but not limited to, site supervision, behaviour of personnel, cleaning during and after construction, providing temporary washroom facilities, and safety barricades and fencing when so required.
- The design, construction, and commissioning are to be completed with as little interruption to other recreational activities on the site as possible.
- Where compaction and concrete are used in the specification, they must be independently verified to the satisfaction of HNDRA.
- Safety policies must be in accordance with *Occupational Health and Safety Act, NS*;
- All work to be in compliance with all applicable codes and standards.
- As-built drawings and operation & maintenance manuals to be provided upon completion of project.

In particular:

- The Design-Builder will supply, install, and commission a pump suitable to supply water from the well to the splash pad.

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- The Design-Builder will provide a simple winterization procedure and ensure all equipment, isolation valves, and appurtenances necessary to complete the procedure are provided. The Design-Builder will perform the first winterization procedure with representatives from HNRDA in attendance.
- The equipment necessary to operate the splash pad can be installed in an area of approximately 10'x10' which HNRDA can provide in an adjacent existing building, or it can be installed outside under some form of protection, or it may be installed underground with protection, provided there is easy access.
- There needs to be a timer for when the spray park can operate.
- HNRDA will supply and install the electrical panel for this project. The Design-Builder will have to provide a design for the electrical panel. The Design-Builder will verify the panel and complete all connections to the panel necessary for their splash pad equipment and pump.

The spray/splash pads should be designed and constructed in a manner that ensures the safety of the users, including, without limitation:

- All surfaces should be made from non-slip material which will reduce the risk of falls
- All spray/splash pad surfaces should slope to drain away from nearby structures (there is a ditch and pond to which the flow should be directed)
- Play surfaces and equipment designed to prevent injury
- Back-flow prevention devices must be provided on water supply lines
- Ground fault circuit interrupters in compliance with electrical code

No recirculation is planned for the splash pad.

It is intended that the Design-Build contract be based on an all-inclusive lump sum price.

3.3 Material Disclosures

The Municipality of East Hants (East Hants) has acted in an advisory capacity during the development of this RFP and will provide support services during the procurement process, negotiations, and project management. HNRDA is the contracting authority for this work.

3.4 Project Schedule

In support of the project schedule, the Design-Builder will be required to meet the following milestones:

- Commence Construction as soon as practical after award
- Complete design, construction, and commissioning as soon as possible after award
- Correct deficiencies to satisfaction of HNRDA & final invoice prior to March 31, 2020
- Completion first winterization is dependent on the completion of other milestones and HNRDA may withhold an amount commensurate with the cost of winterization if the first winterization is not completed prior to March 31, 2020.

APPENDIX A

**Hants North Recreational and Development Association
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Proposal Form**

Proposal submitted by: _____

We hereby submit the following all-inclusive lump sum to complete the work in accordance with the Request for Proposal, dated _____, 2019:

Design-Build Proposal (excluding HST)	\$ _____
Harmonized Sales Tax (HST)	\$ _____
TOTAL COST	\$ _____

Signature of Witness

Authorized Signature

Name (Printed)

Title (Printed)

Date

APPENDIX B

Hants North Recreational and Development Association Request for Proposals Design, Build, and Commission a New Splash Pad Proposal Form

Summary of Proposal

1. Name of Project:

Request for Proposals – Design, Build, and Commission a New Splash Pad

2. From (Proponent):

Name: _____

Address: _____

Team Members:

(1) Project Manager:

Experience: _____

(2) Superintendent:

Experience: _____

(3) Project Coordinator:

Experience: _____

(4) Project Safety Officer:

Experience: _____

3. Experience/ References:

A listing of three (3) similar projects performed by your firm is required:

1.) Title of Project: _____

Location: _____

Client: _____

Year of execution: _____

Services Description: _____

Approximate Project Cost: \$ _____

Contact Person: _____

Telephone: _____

2.) Title of Project: _____

Location: _____

Client: _____

Year of execution: _____

Services Description: _____

Approximate Project Cost: \$ _____

Contact Person: _____

Telephone: _____

3.) Title of Project: _____

Location: _____

Client: _____

Year of execution: _____

Services Description: _____

Approximate Project Cost: \$ _____

Contact Person: _____

Telephone: _____

4. Insurance (attach Certificate of Insurance):

6. Receipt of the following addenda are hereby acknowledged:

7. Contact Person for Proponent:

Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

APPENDIX C

**Hants North Recreational and Development Association
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Proposal Evaluation Sheet

Criteria	Proponent Scores
Request for Proposal Scoring System	
Playground Equipment (materials, features, fun, quality, warranty, winterization plan, theme or intent)	/ 60
Installation and Schedule (installation plan, schedule, safety and site security)	/ 20
Examples (representative of the budget, show quality and consideration, demonstrate fun)	/10
Technical Subtotal Score	/90
Price:	/ 10
Total Score	/ 100

Comments:

Evaluator: _____

Date _____

Exhibits
(Included as separate files)