



Sidney

TOWN OF SIDNEY

DESIGN-BUILD SERVICES: TULISTA PARK PICNIC SHELTER REPLACEMENT

REQUEST FOR PROPOSAL NO. 2026-002

Date of Issue: February 5, 2026

Closing Date: March 5, 2026 at 2:00 PM PST

Disclaimer:

The Town of Sidney, as a public body, is bound by the provisions of BC's Freedom of Information and Protection of Privacy Act (FIPPA).

Proponents should be aware that submissions provided to the Town become the property of the Town and may be made available to the public, pursuant to the provisions of the Act.

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1. PROJECT OVERVIEW

1.1 Purpose

The Town of Sidney (the "Town") invites proposals from qualified firms for the design, supply, and construction of a new covered picnic shelter at Tulista Park. The objective is to replace the existing structure which is at its end-of-life with a larger, modern, and accessible facility.

The site is located within a known archaeological site, and therefore any ground disturbance must be done in concurrence with the Town's existing archaeological permit. Because of these requirements, the design should incorporate methods to minimize ground disturbance.

1.2 Project Model (Design-Build)

This is a Design-Build project. The successful Proponent will be responsible for the professional design (including structural engineering) and the construction of the facility. The Town seeks a turnkey solution where one entity takes overall responsibility for the successful performance of the Contract. If geotechnical testing of the site is required, the Proponent must detail the information that is required and the Town will hire a geotechnical engineering firm to conduct this testing.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Date and Time

Proposals must be received by the Town on or before 2:00 p.m. local time on March 5, 2026. Late proposals will not be accepted.

Please submit one (1) digital copy of the Proposal signed by a person authorized to legally bind the Proponent, addressed and delivered to:

Andrew Hicik, Director of Finance
Town of Sidney
tenders@sidney.ca

Proponents are welcome to submit more than one (1) Proposal if they wish to propose alternative designs (i.e. steel vs. timber structure). Submissions should be submitted as one PDF virus-free file, no larger than 10 Mb.

Please note the following:

- Proposals will NOT be opened in Public
- It is the sole responsibility of the Proponent to ensure the Town receives its Proposal prior to the closing time and date. The Proponent shall bear all costs to prepare the Proposal.

- Completed Proposals must be marked **“2026-002 Town of Sidney - Tulista Park Picnic Shelter Replacement”** and dated with the submission date.
- Proponents assume the entire risk when submitting a Proposal via email. The Town will not be liable for any delay or rejection for any reason, including but not limited to, technological delays or issues caused by any network or email program, rejected as suspected spam, virus, malware, or email not identified in the Subject Line as a submission and being missed. The Town will not be liable for any damages associated with Proposals not being received or being missed.

2.2 Inquiries

All inquiries related to this Request for Proposals are to be submitted in writing (via email) to:

Jenn Clary
jclary@sidney.ca

Deadline: Inquiries should be made no later than five (5) business days before the Closing Date. No addendum will be issued less than two (2) business days before the Closing Time.

2.3 Site Visit

Proponents are encouraged to visit Tulista Park to familiarize themselves with the site conditions, specifically the constraints regarding the site layout and adjacent playground and walkways.

3. SCOPE OF WORK AND SPECIFICATIONS

3.1 Division of Responsibilities

Due to the archaeological sensitivity of the site, the work will be strictly divided between the Town and the Contractor.

Town of Sidney Responsibilities:

- **Demolition:** Complete demolition and removal of the existing picnic shelter and barbeque structure prior to the Contractor's mobilization. Maintain site safety with security fencing until handing site over to Contractor at time of mobilization.
- **Archaeological Management and Base Prep:** The site is within a known archaeological site. The Town will be responsible for all excavation and base preparation to ensure adherence to the Town's existing archaeological permit. The Town will excavate and prepare the base to the specifications provided by the Contractor's design.
- **Service Provision:** The Town will ensure water and electrical services are brought to the shelter site boundary.

Contractor Responsibilities (Design-Build):

- **Design:** Provide a complete design for a timber or steel frame structure that meets the requirements described in this document. Proponents are welcome to submit multiple proposals but only one preferred approach will require design.
- **Coordination:** Provide precise foundation/base specifications to the Town prior to construction to allow the Town to perform the necessary archaeological-compliant excavation.
- **Construction:** Maintain site safety after site handoff from Town by installing security fencing. Install concrete base and footings to specifications. Supply and install the shelter structure on the prepared base / footings. Depending on the Contractor's specifications, the existing concrete pad could be used in the final design. Photos of core samples from the existing concrete are included in Appendix B for information. While the Contractor may restrict portions of the park and parking lot to facilitate construction (subject to Town approval), they must maintain continuous, safe public access to the playground, the ArtSea building, and the remainder of the parking lot throughout the project duration
- **Internal Services:** Supply and install all internal electrical components (lighting and outlets) and connect them to the service point provided by the Town.

3.2 Design Requirements

The new shelter must meet the following minimum specifications:

- **Capacity:** The shelter must be established on a continuous, accessible concrete slab that spans the entire footprint, sized to accommodate at least four (4) standard picnic tables.
- **Accessibility:** At least two (2) of the picnic tables must include wheelchair-accessible extensions with appropriate maneuvering clearance.
- **Lighting:** Integrated, vandal-resistant overhead lighting, with photocell and 24 hour, 7 day a week timeclock within an accessible weatherproof locking electrical panel.
- **Power:** Accessible electrical outlets (GFI) for public use within an accessible weatherproof locking electrical panel where the outlets may be turned on or off by Town staff.
- **Aesthetics:** The design should complement the waterfront character of Tulista Park.
- **Playground Access:** Access to the playground from the picnic shelter must be maintained.
- **Wind screening:** The shelter should include wind screening on both the north and south sides. This wind screening will be permanent and left in place throughout the year. Access and entry points through the wind screening must be considered.

4. PROJECT SCHEDULE

The Town's anticipated project schedule is as follows:

Item	Anticipated Date*
RFP Issued	February 5, 2026
Deadline for Questions	February 26, 2026
RFP Closing	March 5, 2026
Contract Award	March 24, 2026
Town Complete Demo of Existing Shelter	July 30, 2026
Town Complete Base Prep	August 15, 2026
Picnic Shelter Installation Complete	August 30, 2026

* Project schedule, including demolition and installation dates, will be negotiated with successful Proponent. All underground work must be complete in summer 2026 to meet requirements of the Town's existing archaeological permit.

It should be noted that the adjacent playground and art gallery will remain open during construction, and the intent is to coordinate the demolition, ground preparation work and shelter installation to minimize the length of time when the shelter is not in service.

5. PROPOSAL SUBMISSION REQUIREMENTS

Proposals should follow the format below to ensure consistency in evaluation:

1. Company Overview: Brief profile of the firm, size, and history.
2. Project Team: Identify the Design-Build team, including the structural engineer and construction lead. One person must be identified as the Project Manager.
3. Conceptual Design:
 - a. Preliminary sketches or renderings of the proposed shelter.
 - b. Floor plan showing the layout of the 4 tables and accessibility clearances.
4. Methodology: Describe how you will coordinate the demo and base prep phases with the Town to ensure archaeological compliance while minimizing the length of time that the picnic shelter is not available for use.
5. Experience: List of 3 similar projects completed in the last 5 years, including contact information for project references.
6. Schedule: A Gantt chart indicating the timeline for design, Town review, base-prep coordination, and installation.
7. Costing: A fixed lump sum price for the design and construction (excluding GST).

6. EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria:

Category	Details	Weight
Proposed Design	Aesthetics, functionality, accessibility compliance, and suitability for the waterfront location.	40%
Cost	Total fixed price (design and construction).	30%
Methodology	Understanding of the archaeological constraints and coordination with Town forces.	15%
Experience	Corporate experience and references for similar open-air structures.	10%
Schedule	Ability to deliver within the Town's desired timeline.	5%

The Town, in its sole discretion, may disqualify any Proposal before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the Proponent misrepresents any information provided within it. Proposals will be evaluated based on conformance with all aspects of the RFP; and Proponents should include in their Proposals all relevant information that would allow the Town to accurately assess their organization. The Town will make no assumptions on behalf of the Proponent.

7. GENERAL CONDITIONS

7.1 Prime Contractor

The successful Proponent will be designated as the Prime Contractor for the construction phase of the work as defined by the Workers Compensation Act. They must maintain a safety program that meets WorkSafeBC regulations and will be required to complete the Prime Contractor Documentation included in Appendix C of this RFP.

7.2 Insurance

The Contractor must maintain Comprehensive General Liability Insurance of not less than \$5,000,000 inclusive per occurrence, naming the Town of Sidney as an additional insured.

7.3 Archaeological Compliance

The Contractor acknowledges that the site is a known archaeological site. The Contractor must strictly adhere to the Town's archaeological permit, and not work outside of the project area, and understands that base prep will be completed by the Town. No unauthorized soil disturbance or excavation by the Contractor is permitted.

7.4 Conflict of Interest

Proponents must disclose any actual or potential conflicts of interest with the Town, its elected officials, or employees.

APPENDIX A: SITE PLAN



APPENDIX B: CORE SAMPLES – EXISTING CONCRETE PAD



APPENDIX C: PRIME CONTRACTOR DOCUMENTATION



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PRIME CONTRACTOR DOCUMENTATION

APPENDIX C

GENERAL INFORMATION

This document does not replace the Workers Compensation Act or OH&S Regulations

Section 118 of the Workers Compensation Act:

“multiple employer workplace” means a workplace where workers of 2 or more employers are working at the same time.

Note:

- Workers of one employer do not necessarily have to come in contact with workers of the other
- They do not have to be in the same place at the same time
- Workers’ activities could affect the health and safety of another employer’s workers. This is true even if the workers at the workplace are workers of the owner or contractor.

“prime contractor” means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

The prime contractor of a multiple employer workplace must,

- Ensure that the activities of all employers, workers (including the owners), and other persons at the workplace relating to occupational health and safety are coordinated and
- Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the WC Act and the Regulation in respect of the workplace.

Each employer of workers at a multiple employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer’s workers at that workplace.

For the sake of clarity, the following apply in determining whether there is a “multiple-employer” workplace:

- Two or more adjacent workplaces do not constitute a “multiple-employer workplace”, even though the activities at one place might affect the health and safety of workers at an adjacent workplace.
- In contrast, the workplace will generally be a “multiple-employer” workplace in the following situations:
 - Workers of different employers are present at the same time working on the different projects; or
 - Workers of different employers are present at the same time working on the same project.

In either case, the workplace would be considered a “multiple-employer” worksite.



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- In determining whether “workers of 2 or more employers are working at the same time”, the phrase “at the same time” will be given such fair, large and liberal construction as may best attain the objectives of section 118. “At the same time” does not mean that, at any precise point in time, there are workers of 2 or more employers present in the workplace. Rather, it means that, over an appropriate interval, there are workers of 2 or more employers present in the workplace, whether or not the 2 or more groups of workers are actually present together in the workplace at any precise point in time at all. The duration of the interval of time to be considered will depend upon the circumstances of the individual workplace.
- Whether the workers of the one employer come into actual contact with the workers of the other employer does not generally affect the determination of whether the workplace is a “multiple-employer workplace”. An employer, the employer’s workers and their activities could well affect the health and safety of another employer’s workers who come into the workplace later in the day or on another day, even though there may be no actual contact between the two groups of workers.

However, the degree to which the activities of the first employer and its workers affect the health and safety of the second employer’s workers will generally affect the determination of the responsibilities of the prime contractor and of the two employers under Part 3 and the regulations.

- Virtually all workplaces will be visited by workers of other employers. For example, workers may deliver or pick up mail, goods or materials or enter to inspect the premises. Short term visits of this type, even if regular, do not make the workplace a “multiple-employer workplace” for purposes of section 118(1).

The written agreement referred to in section 118(1) of the Act must be made available within a reasonable time if requested by a Board officer.

There can be only one “prime contractor” at a workplace at any point in time. If an owner enters into more than one agreement purporting to create a “prime contractor” for the same period of time, the owner is considered to be the prime contractor.



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PRIME CONTRACTOR DOCUMENTATION

Section 119 of the Workers Compensation Act:

Every owner of a workplace must:

- (a) provide and maintain the owner's land and premises that are being used as a workplace in a manner that ensures the health and safety of persons at or near the workplace,
- (b) give to the employer or prime contractor at the workplace the information known to the owner that is necessary to identify and eliminate or control hazards to the health or safety of persons at the workplace, and
- (c) comply with this Part, the regulations and any applicable orders.

Prime Contractor Qualified Coordinator OJ&S Regulations 20.3:

- (2) If a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers, and the combined workforce at the workplace is more than 5,
 - (a) the owner, or if the owner engages another person to be the prime contractor, then that person must:
 - (i) appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location, and
 - (ii) provide up-to-date information as specified in subsection (4), readily available on site, and
 - (b) each employer must give the coordinator appointed under paragraph (a)(i) the name of a qualified person designated to be responsible for that employer's site health and safety activities.
- (3) The duties of the qualified coordinator appointed under paragraph (2)(a)(i) include:
 - (a) informing employers and workers of the hazards created, and
 - (b) ensuring that the hazards are addressed throughout the duration of the work activities.
- (4) The information required by subsection (2)(a)(ii) includes:
 - (a) the name of the qualified coordinator appointed under subsection (2)(a)(i),
 - (b) a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station, and
 - (c) a set of construction procedures designed to protect the health and safety of workers at the workplace, developed in accordance with the requirements of this Regulation.



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PRIME CONTRACTOR DOCUMENTATION

PRE-CONSTRUCTION MEETING FORM

Date: _____ Meeting Location: _____

Firm Name _____ Contract #: _____

Prime Contractor: _____

Prime Contractor's Superintendent: _____

Town's Contract Representative: _____

AGREEMENT

The Prime Contractor:

- ☐ Acknowledges appointment as Prime Contractor defined by WorkSafe BC OH&S Regulations
- ☐ Sections 20.2 and 20.3, and in the Workers' Compensation Act, Sections 118 Clauses 1 and 2.
- ☐ Understands the Owners duties as defined in the Workers' Compensation Act, Section 119.
- ☐ Understands for any discrepancy establishing health and safety protocol, WorkSafe BC OH&S Regulation and/or the Workers' Compensation Act (Part 3) shall prevail.
- ☐ Acknowledges being informed of any known workplace hazards by the owner or owner's delegate, by signing attached "Existing Known Hazard Assessment" form.
- ☐ Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.
- ☐ Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.
- ☐ Shall ensure or coordinate first aid equipment and services as required by WorkSafe BC OH&S Regulation.
- ☐ Shall coordinate the occupational health and safety activities for the project.
- ☐ Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the Workers' Compensation Act (Part 3) and WorkSafe BC OH&S Regulation.
- ☐ Understands any WorkSafe BC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the Municipality.
- ☐ Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.
- ☐ Accepts the following required documents shall be maintained and made available upon request from the Municipality and/or WorkSafe BC Prevention officer at the workplace.



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The documents required to be maintained and available by the Prime Contractor will include, but not be limited to:

- ☐ All notices which the Prime Contractor is required to provide to WorkSafe BC as per WorkSafe BC OH&S Regulation.
- ☐ Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
- ☐ All directives and inspection reports issued by WorkSafe BC.
- ☐ Records of any incidents and accidents occurring within the Prime Contractor's area of responsibility.
- ☐ Completed accident investigations for any incidents and accidents occurring within the Prime Contractor's area of responsibility.

On a construction workplace, these additional documents are required to be maintained and available by the Prime Contractor:

- Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
- Written evidence of regular inspections within the workplace.
- Occupational first aid records.
- Worker training records.
- Current list of the name of a qualified person designated to be responsible for each subcontractor (employer's) site health and safety activities.
- Diagram of the emergency route to the hospital.

The following information must be provided to the Town's Contract Representative:

- ☐ WorkSafe BC Notice of Project
- ☐ WorkSafe BC Clearance Letter
- ☐ Prime Contractor's OH&S Safety Program
- ☐ Prime Contractor's OH&S Safety Program Document

☐ First Aid Attendants: _____

☐ Safety Supervisor: _____

☐ Location of First Aid Station: _____

Signature of Prime Contractor: _____

Signature of Town's Contract
Representative: _____



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PRIME CONTRACTOR DOCUMENTATION

EXISTING KNOWN HAZARD ASSESSMENT

Discussion between the Prime Contractor and the Town's Contract Representative

Date: _____ Meeting Location: _____

Prime Contractor: _____

Prime Contractor Representative: _____

- Town's Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards peculiar to the contract.
- It is recognized the known pre-existing hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

Identified Extraordinary Hazards	Action required to eliminate or control hazards and ensure worker safety
Comment:	
Comment:	
Comment:	

Prime Contractor Representative (signature)

Town's Contract Representative (signature)

Prime Contractor Representative (printed)

Town's Contract Representative (printed)