

**THE CORPORATION OF THE
TOWN OF COCHRANE**



REQUEST FOR PROPOSALS

NUMBER 2017- 20

Tim Horton Event Centre Canopy Project

Design Build

**Request for Proposal Number 2017-20
Term and Conditions**

THE CORPORATION OF THE TOWN OF COCHRANE

REQUEST FOR PROPOSAL

Tim Horton Event Centre Canopy – Design Build

RFP No. 2017- 20

INTRODUCTION

1. The Town of Cochrane is requesting a proposal for the **Tim Horton Event Centre Canopy – Design Build** project for the Town of Cochrane.

The Town of Cochrane has determined that a new attached Canopy structure must be built on the South/ East section of the Tim Horton Event Centre.

Key elements of the project are provided under “**Schedule A**” under Proposal Contents.

CLOSING DATE FOR RFP

2. Request for Proposal must be submitted in writing on the RFP form provided no later than 12:00 p.m. local time, **Thursday June 8, 2017** in a sealed envelope clearly marked:

“RFP No 2017- 20 “Tim Horton Event Centre Canopy – Design Build”

And addressed to:

Mrs. Jocelyne Pronovost – Clerk.
The Corporation of the Town of Cochrane
171 – 4th avenue
P.O. Box 490
Cochrane, Ontario P0L 1C0

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OBLIGATIONS

3. All request for proposal submitted to the Town of Cochrane become the property of the Municipal Government and as such, are subject to the Freedom of Information and Protection of Privacy Act.
4. The Town of Cochrane reserves the right to reject any or all submissions and, in any event, is not obligated to accept any submissions.
5. The Town of Cochrane shall not be liable for any costs of preparation or presentation (if required) of quotations, and all submissions and accompanying documents submitted by respondents become the property of the Town of Cochrane and will not be returned.
6. All submissions shall be final and may not be altered by subsequent offerings, discussions or commitments unless the respondent is requested to do so by the Town of Cochrane.
7. The lowest request for proposal may not be accepted.
8. Request for proposal shall be firm for a period of at least 90 days from the submission deadline and shall be used as the basis for the agreement.

CONTRACTOR'S RESPONSIBILITY

9. It is the contractor's responsibility to carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include in the proposed price the amounts required to cover the cost of all items required to be done to complete the project in accordance with the highest standards of workmanship to the satisfaction of the owner.

The bidder shall be responsible for all required approvals and reviews that may be associated with the scope of the project in order to comply with Provincial and Federal Laws (Department of Fisheries and Oceans, Ministry of the Environment and Climate Change and Ministry of Natural Resources and Forestry).

SCOPE OF THE WORK

10. The General requirements of the work under this RFP are stipulated in Schedule "A" as attached.

SUBMITTALS

11. Contractor's responsibility for errors and omissions in submission is not relieved by Municipality's review of submittals.

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CONSTRUCTION SCHEDULE

12. The Contractor shall submit a construction schedule for project within 5 days after award of contract.

DISPOSAL OF MATERIALS

13. All excess materials are to be hauled to a designated area determined by the Town of Cochrane.

TEMPORARY WORK

14. Contractor shall supply the following facilities and utilities:

- Security of construction area
- Traffic control and barriers as required
- Notification of Project to the Ministry of Labour

CONSTRUCTION SAFETY

15. The “Contractor” shall otherwise be solely responsible for construction safety at the sites and compliance with the rules, regulations and practices required by the application construction safety legislation, in the Province of Ontario.

DISBURSEMENT

16. Disbursements of the consideration whether whole or in part will be made only after the work has been carried out and approved by the Director of Community Services or his or her representative. The Director of Community Services or his or her representative may at his complete discretion approve advances with respect to the work having been carried out, as may be required from time to time.

CONSTRUCTION INSPECTION, FINAL INSPECTION AND DECLARATIONS

17. Contractor and subtrades shall conduct their own inspection and correct deficiencies prior to municipal inspection.

18. Municipality’s representative will conduct ongoing quality assurance inspection and testing at the Municipality’s expense.

19. Contractor shall make application for declaration of substantial performance when the owner and consultant consider deficiencies have been corrected and it appears the requirements of the contract have been substantially performed.

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20. Commencement of lien and warranty period shall start on the date of acceptance of substantial performance. For the purposes of this contract, the warranty period shall be deemed to be 45 days subsequent to substantial completion.
21. Contractor shall make application for declaration of total performance when the owner and consultant consider final deficiencies have been corrected and requirements of the contract have been totally performed.
22. Final payment shall be applied for at the completion of the lien period and total performance of the contract.

TERMINATION OF CONTRACT

23. The Contractor shall indemnify and hold harmless the Municipality along with its agents and employees for all claims, demands, losses, costs, damages, actions, suits or proceedings by any third party that may arise out of, or are attributable to the Contractor's performance of the contract.

DATE FOR COMPLETION

24. The work is to be completed on or before **July 31, 2017**. A schedule of the required work is to be prepared in consultation with the owners.

Time shall be of the essence of this contract.

INDEMNIFICATION, INSURANCE AND BOND

25. The Contractor shall indemnify and hold harmless the Municipality along with its agents and employees from all claims, demands, losses, costs, damages, action, suits or proceeding by any third party that may arise out of, or are attributable to the Contractor's performance of the contract.
26. The Contractor shall provide, maintain and pay for a general liability insurance in the joint name of the contractor and the municipality with limits of not less than **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive per occurrence for bodily injury, death and damages to property including loss of use thereof. This form of insurance shall be maintained continuously from the date of the issuance of a purchase order until completion of the work as determined by the Director of Community Services or his or her representative.
27. The Contractor shall arrange for the completion and submission of the Certificate of Liability Insurance in which shall be included a provision requiring the insurer to give prior notice to the Municipality in the event that the policy is changed or cancelled.

The Contractor shall provide the municipality with a Performance Bond or Letter of Credit in the amount of 10% of the bid or equivalent, with terms acceptable to the municipality.

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WORKPLACE SAFETY AND INSURANCE BOARD

28. The Contractor shall, at the time of entering into this Agreement with the Municipality, make a statutory declaration providing the Municipality with a certificate from the Workplace Safety and Insurance Board that all liabilities pursuant to the *Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, Sch A*, have been met. The Contractor shall, at all time until the expiry of this Agreement, pay any assessments or compensation pursuant to the *Workplace Safety and Insurance Act, 1997*. The Municipality may at any time during the period of the Agreement require a further declaration that such assessment or compensation have been paid.

Should the Contractor fail to do so, the Municipality may pay such assessments or compensation and the amount of such expenses shall be deducted from any moneys due or that may become due to the Contractor on any account. If there are insufficient moneys due or to become due to the Contractor to permit such deduction, the Contractor shall pay to the Municipality upon demand an amount sufficient to make up the deficiency.

PENALTIES AND DEFAULT

29. If the Contractor delays in the performance of the work or should neglect to complete the work properly or otherwise fail to comply with the requirement of this agreement to a substantial degree, the Municipality may notify the Contractor in writing that the Contractor is in default of the contractor's obligations and shall instruct the Contractor to correct the default and complete the agreement in the five (5) working days immediately following receipt of such notice.

30. If the correction of the default, or the completion of the work cannot be completed in five (5) working days specified, the Contractor shall be in compliance with the Municipality's instructions if the Contractor:

- (a) commences the correction of the default within the specified time, and/or completes the necessary work; and
- (b) provides the Municipality with an acceptable schedule for such correction and/or completion of the work; and
- (c) completes all work required for the correction and/or completes the work in accordance with this agreement.

31. If the Contractor fails to correct the default in the time specified or fails to complete the contract as provided for herein or as subsequently agreed upon, the Municipality, without prejudice to any other right or remedy it may have:

- (a) provide notice to the Contractor of its intentions, and thereafter correct such default, and arrange for the completion of the contract by any other contractor and provide notice to the Contractor herein of the exact cost of arranging for the completion of the contract by another party, and that total sum shall thereafter be immediately due and owing to the Municipality by the Contractor; and/or
- (b) terminate the Contractor's right to continue with the installation in whole or in part or terminated the agreement.

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- (c) take other legal steps available to protect its' interest.
- 32.** In the event the Municipality terminates the Contract right to continue with the work under the conditions set out herein the Municipality shall:
- (a) be entitled to finish the work by whatever method it may consider expedient but without undue delay or expense.
- 33.** The Contractor shall protect the work site from damage and shall be responsible for damage which may arise as a result of the performance of the work including, but without limiting the foregoing, any damage to the Municipality's property or property adjacent to the lands referred to herein.

CLOSURE

We trust that the above information is sufficient for your present needs; should you have any questions or require further information, please do not hesitate to contact:

**Director of Community Services – Terry Vachon at the Tim Horton Event Centre, 7 Tim Horton Drive, Cochrane, Ontario. Telephone (705) 272-5084 ext. 22.
terry.vachon@cochraneontario.com**

The lowest or any quotations will not necessarily be accepted.

Afin d'obtenir de l'information en français, veuillez communiquer au (705) 272-4361.

Jocelyne Pronovost, Clerk
Corporation of the Town of Cochrane
171 Fourth Avenue
P.O. Box 490
Cochrane, Ontario
P0L 1C0
Telephone 1-705-272-4361
Facsimile 1-705-272-6068

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REQUEST FOR PROPOSAL

(to be completed and signed by a duly authorized representative and returned by submission deadline)

**REQUEST FOR PROPOSAL NO. 2017- 20
FOR
Tim Horton Event Centre Canopy - Design Build**

I/We hereby submit the following price for the supply of all labour, materials, plant, equipment and services, all inclusive, for the **Tim Horton Event Centre Canopy**.

SPEC. NO.	ITEM	DIMENSION	UNIT PRICE
1	Tim Horton Event Centre Canopy Structure		
		Subtotal	
		HST	
		TOTAL	

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By executing this quotation form the Contractor hereby agrees to comply with all provisions stated in the Request for Proposal **No. 2017- 20**.

Firm Name: _____

Address: _____

Telephone No.: _____

Authorized Representative: _____

Signature: _____

Date this _____ day of _____, 2017.

All quotation received by the Town of Cochrane Become the property of the Municipal Government and as such, is subject to the Freedom of Information and Protection of Privacy Act.

SCHEDULE “A”
SPECIFICATIONS

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SPECIFICATIONS
Tim Horton Event Centre Canopy - Design Build
RFP No. 2017-20

GENERAL CONDITION

1. It is recommended that all labor and materials available locally here in Cochrane will be utilized for this project.
2. All work shall be performed in compliance with the Occupation Health and Safety Act and Regulations for construction projects.
3. All work to conform to the Ontario Building Code and any other laws or applicable by-laws.
4. The proponents shall apply for the Building Permit and must assure that all the requirements are met for issuance.
5. Building Permit Fee is to be paid by Owner
6. Provide all necessary on site supervision and project co-ordination as required to complete the project.
7. Provide office trailers and temporary construction sanitation and temporary fencing for the duration of the project as per MOL requirements.
8. This proposal is to be estimated on the on the assumption that construction would start no later than **June 1, 2017**.
9. Prior to awarding a contract, the Town of Cochrane reserves the right to invite proponents/contractors to a site visit to discuss the proposals at no expense to the Town of Cochrane.
10. It is the responsibility of each proponent to familiarize themselves with the existing site conditions.

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PROPOSAL CONTENTS

1. Conceptual Designs

One (1) conceptual designs has already been created and provided below of the **Tim Horton Event Centre Canopy**

2. Structural Elements

Designed with controlled exposure in mind, the facility must be versatile for summer and winter months.

FOUNDATION & STRUCTURE

- The Engineered structure shall be anchored as per the Ontario Building Code
- Excavations and backfill requirements to support the proposed design shall be included in the proposal. Test pits may be dug at the contractor expense to determine the adequacy of the soil (if required).

SITE WORK

- Provide locates for all existing underground utilities and services prior to excavating.
- Foundation engineered design drawings should be part of the final contract.

GENERAL NOTES:

1. ALL WORK IS TO BE EXECUTED IN CONFORMANCE TO REQUIREMENTS OF THE ONTARIO BUILDING CODE, LOCAL/MUNICIPAL BY-LAWS, AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION
2. ALL DIMENSIONS MUST BE CONFIRMED ON SITE. CAREFULLY EXAMINE ALL EXISTING SITE CONDITIONS AND BUILDING COMPONENTS ALONG WITH ALL DIMENSIONS WHICH WILL AFFECT THE PROPER EXECUTION OF THE WORK
3. DO WORK IN ACCORDANCE WITH HEALTH AND SAFETY REQUIREMENTS
4. ALL MATERIALS SHALL BE NEW AND OF GOOD QUALITY
5. ALL DIMENSIONS NOTED ARE IN IMPERIAL
6. +/- NEXT TO ANY DIMENSIONS INDICATES THAT MEASUREMENT SHOULD BE FIELD VERIFIED AND MAY HAVE TO BE ADJUSTED TO ACCOMMODATE SITE CONDITIONS
7. CONFIRM LOCATION OF ALL SUBGRADE SERVICES PRIOR TO COMMENCING SITE WORK.
8. LOCATING AND ISOLATING OF UNDERGROUND UTILITIES SHALL BE COMPLETED BEFORE ANY EXCAVATION COMMENCES. CARE SHALL BE EXERCISED DURING EXCAVATION TO AVOID DAMAGE TO EXISTING UNDERGROUND PIPES, STRUCTURES, DUCTS,
9. INSTALL AND MAINTAIN CONSTRUCTION BARRIERS, FENCING, GUARD RAILS AND LIGHTING AS REQUIRED FOR THE WORK.

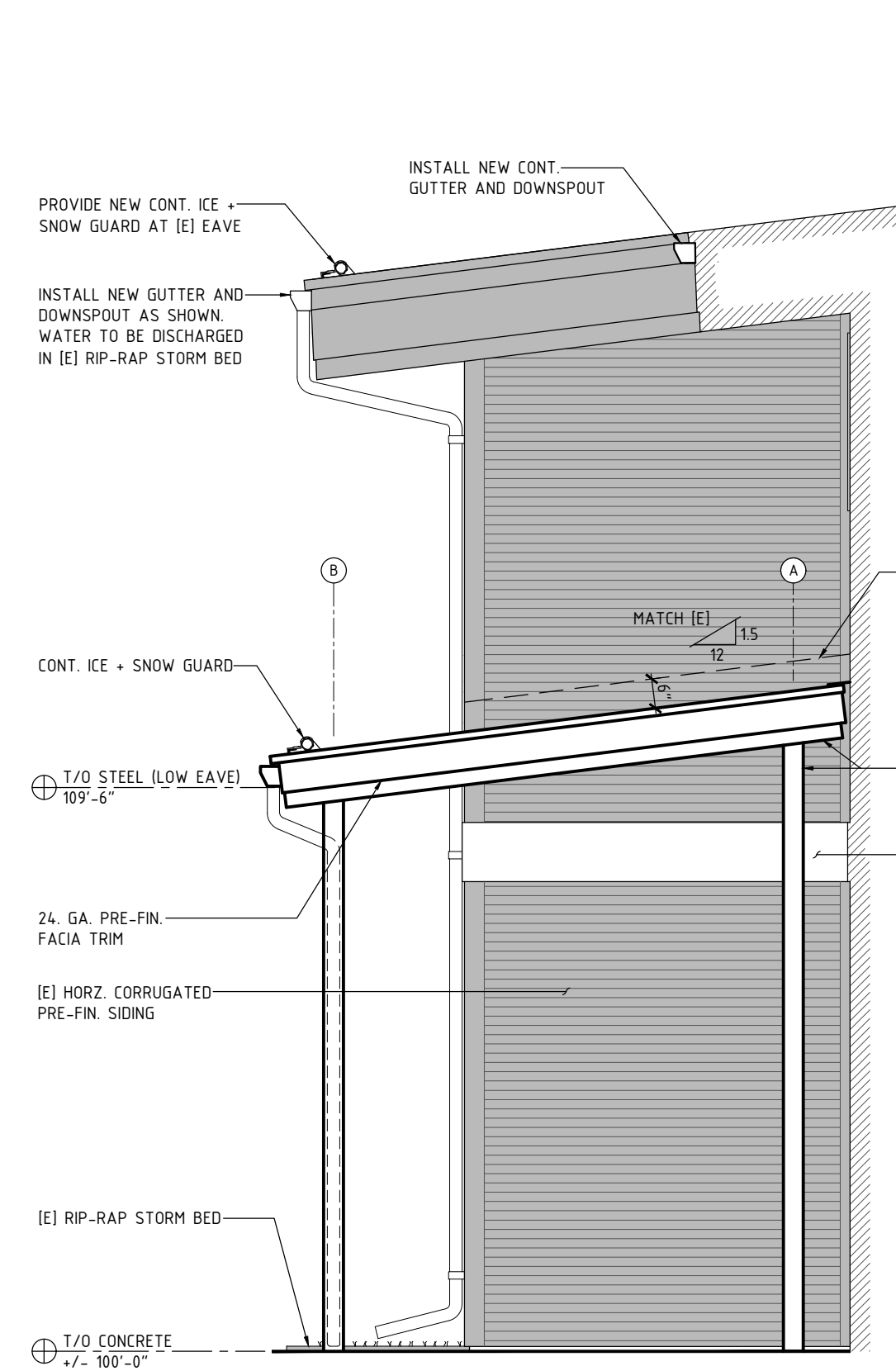
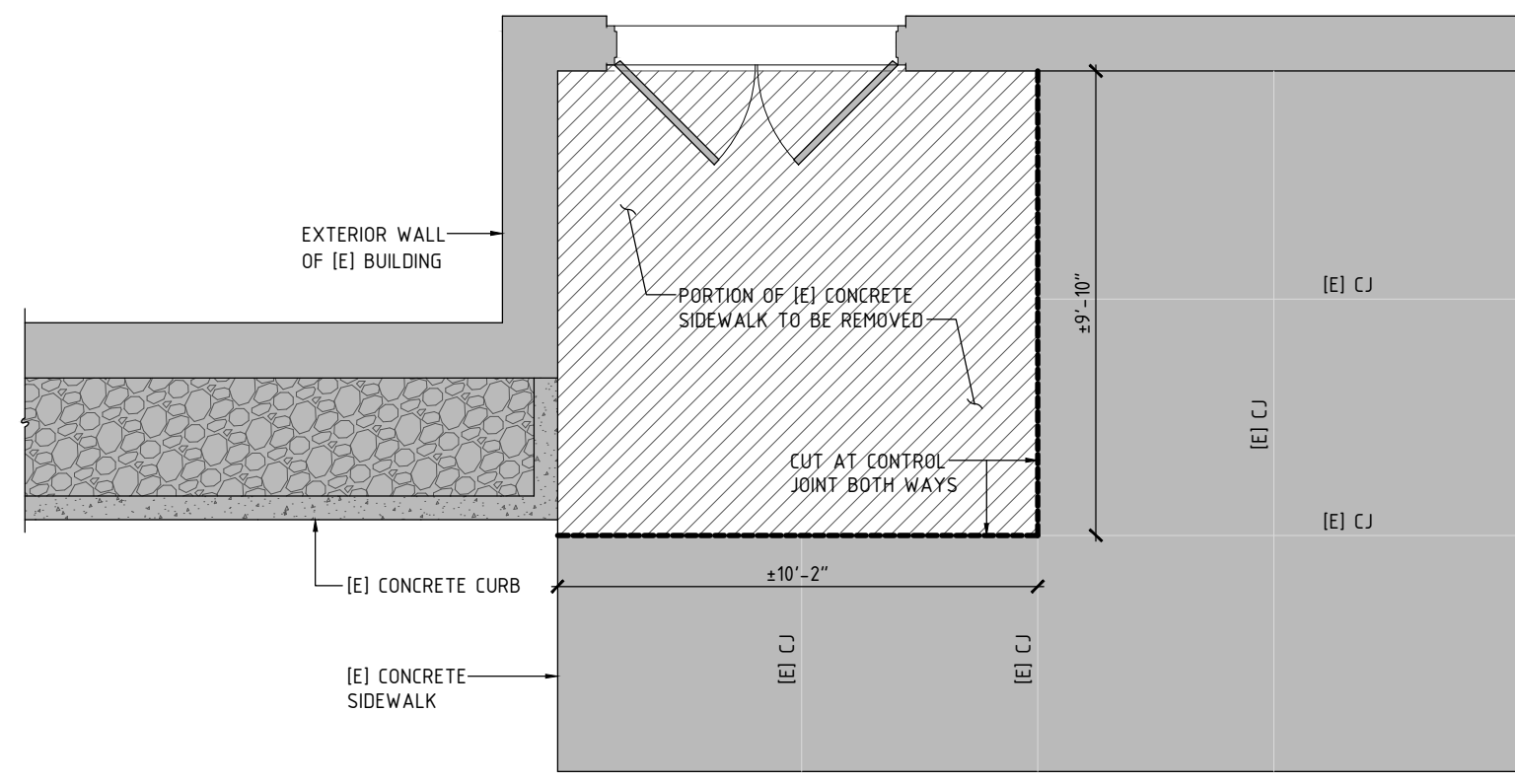
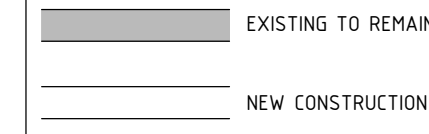
DEMOLITION PLAN

1/4" = 1'-0"

DEMOLITION NOTES:

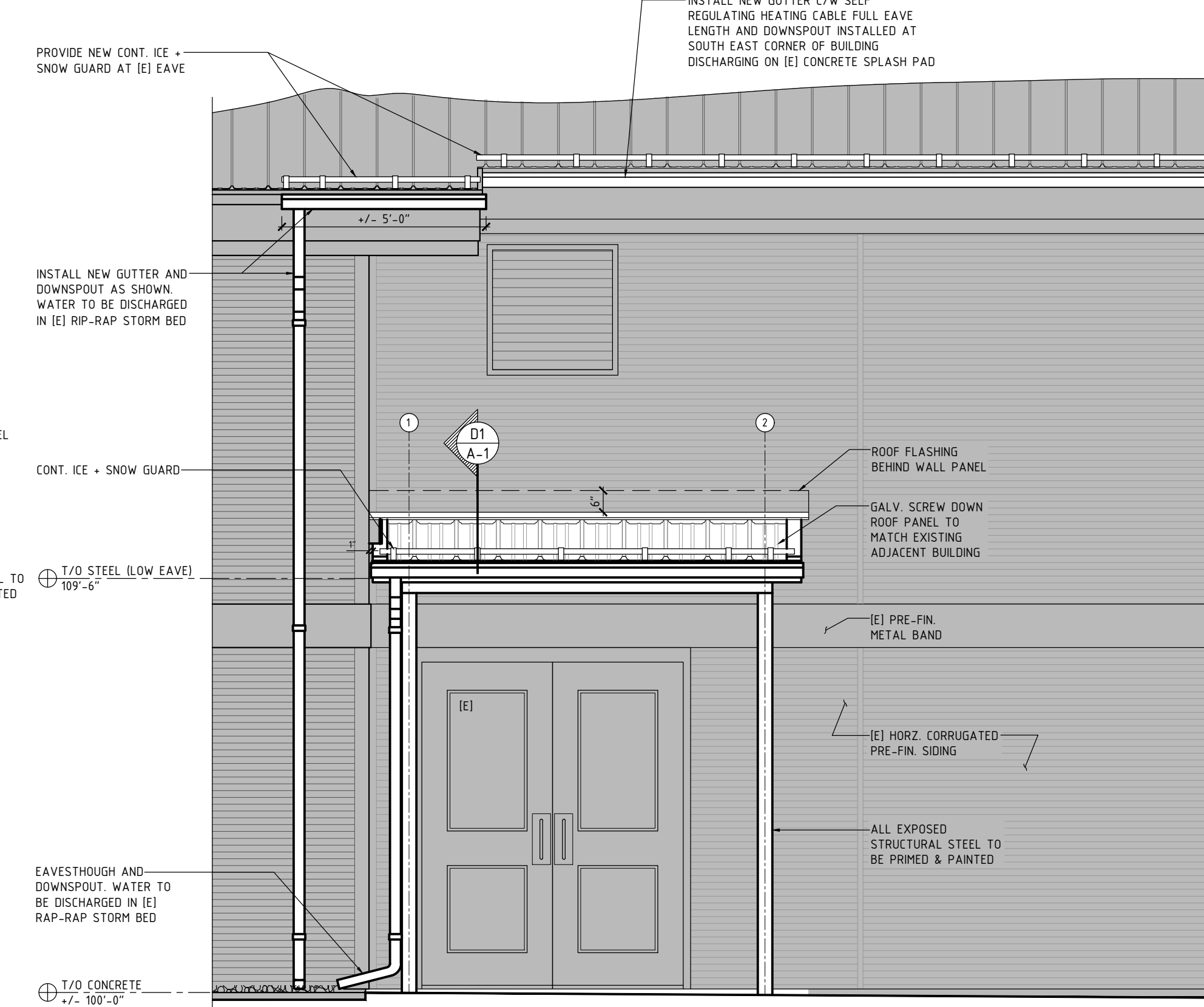
1. CONTRACTOR TO VERIFY EXISTING CONDITIONS
2. REMOVE FROM SITE AS SOON AS PRACTICABLE DEMOLISHED MATERIALS, DEBRIS, AND RUBBISH. DO NOT ACCUMULATE DEBRIS AT THE SITE
3. ALL BUILDING COMPONENTS AND FINISHES WHICH ARE TO REMAIN IN PLACE SHALL BE PROTECTED FROM DAMAGE
4. PATCH AND REPAIR ALL EXISTING BUILDING COMPONENTS DISTURBED FOR NEW WORK AND FINISH
5. VERIFY WITH OWNER, THE DISPOSITION AND REMOVAL OF ANY COMPONENTS OF SALVAGEABLE VALUE.
6. UPON COMPLETION, CLEAN THE ENTIRE AREA OF DEMOLITION

LEGEND



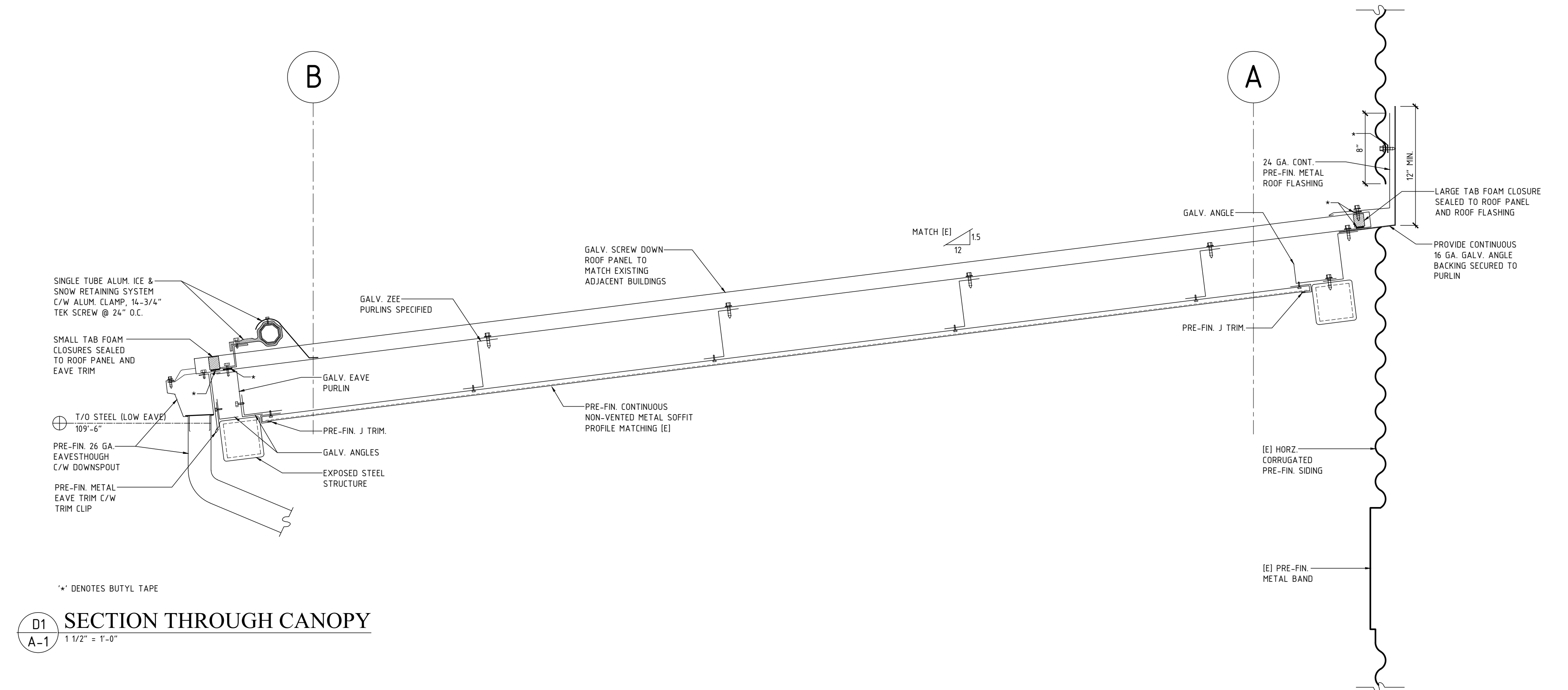
WEST ELEVATION

3/8" = 1'-0"



SOUTH ELEVATION

3/8" = 1'-0"



* DENOTES BUTYL TAPE

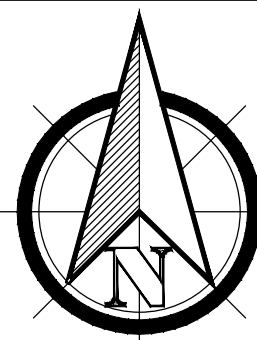
SECTION THROUGH CANOPY

D1 A-1 1/2" = 1'-0"

DRAWINGS ARE NOT TO BE SCALED

CONTRACTOR MUST VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ANY DISCREPANCIES TO ENGINEER BEFORE PROCEEDING WITH THE WORK.

No.	Revision / Version:	Date:
1	Issued For Construction	2016/01/07



Tim Horton Event Centre New Canopy
At North-East Entrance
Cochrane, Ontario

PLAN, ELEVATIONS, ROOF FRAMING PLAN, SECTION

Date: 2016 01 07
Scale: AS SHOWN
Drawn By: Checked By:
Project No:
Drawing No: Rev: 0

A-1

THEC CANOPY STRUCTURAL NOTES

1.0 General Notes

- 1.1 All work to conform to the Ontario Building Code or any other laws or applicable by-laws
- 1.2 All dimensions shown on the structural drawings shall be verified and approved in the field by contractor

2.0 Materials and Design Data

Note: All design loads noted in these notes are unfactored. Project Location is Cochrane, ON

- 2.1 Max Roof Snow Load = 5.40 kPa
- 2.2 Min Roof Snow Load = 4.80 kPa
- 2.3 Roof Dead = 0.75 kPa
- 2.4 Horizontal Wind Load = 0.63 kPa
- 2.5 Wind Uplift = 0.50 kPa
- 2.6 Seismic Loading = N.A as wind governs

3.0 Concrete

3.1 Concrete Specs

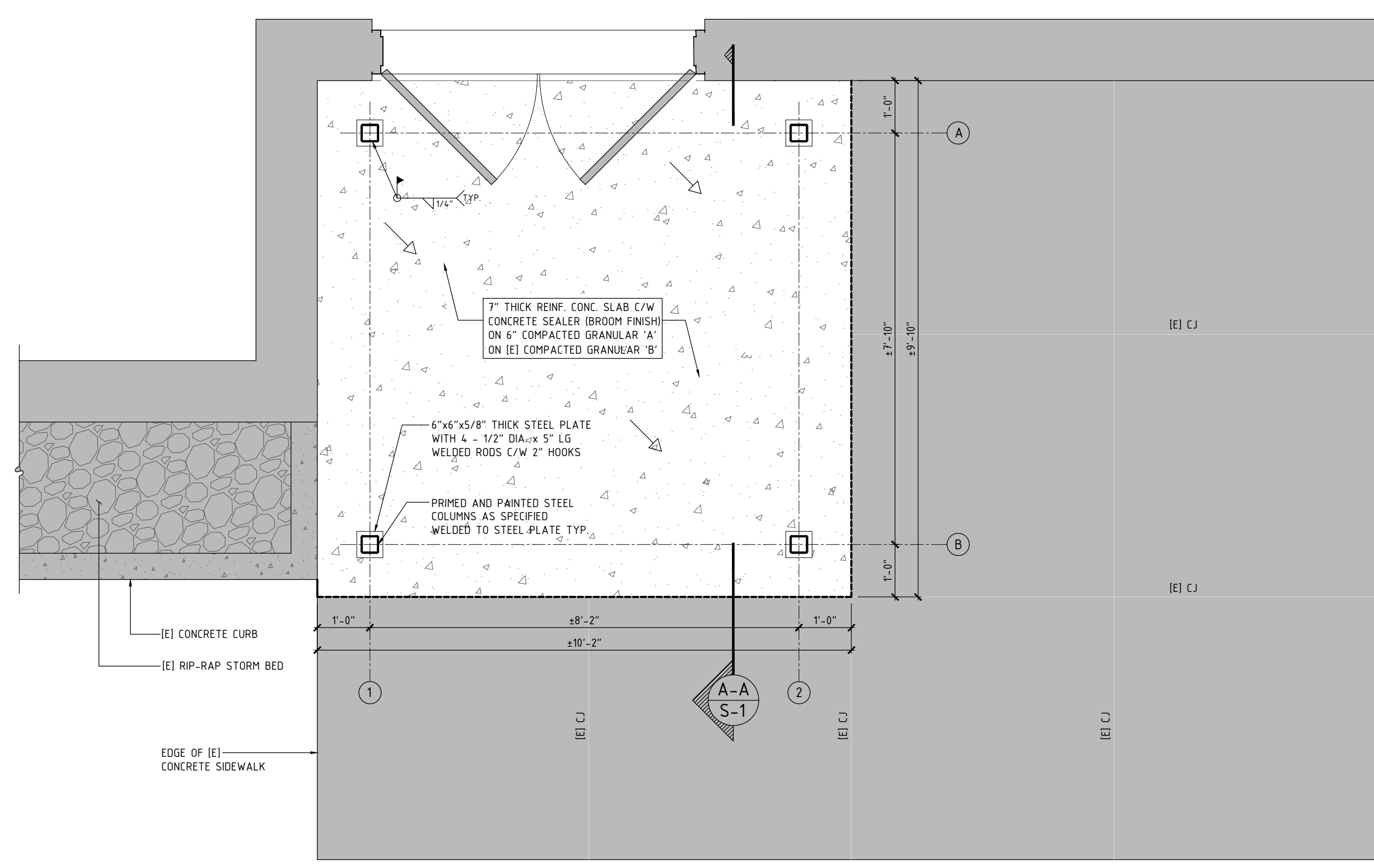
- Frost Slabs: Chloride and Frost Resistance (Class 1 Concrete, $f'c = 32$ MPa c/w 6% air
- Slump to be +/- 3"
- 3.3 Provide a minimum of 48 hour notice to local chief building official for rebar inspections.
- 3.4 Perform formwork in accordance to A23.1 - 00

4.0 Reinforcement

- 4.1 All reinforcing bars shall be deformed with a minimum yield strength of 400 MPa
- 4.2 Provide rebar shop drawings for review and approval by structural engineer

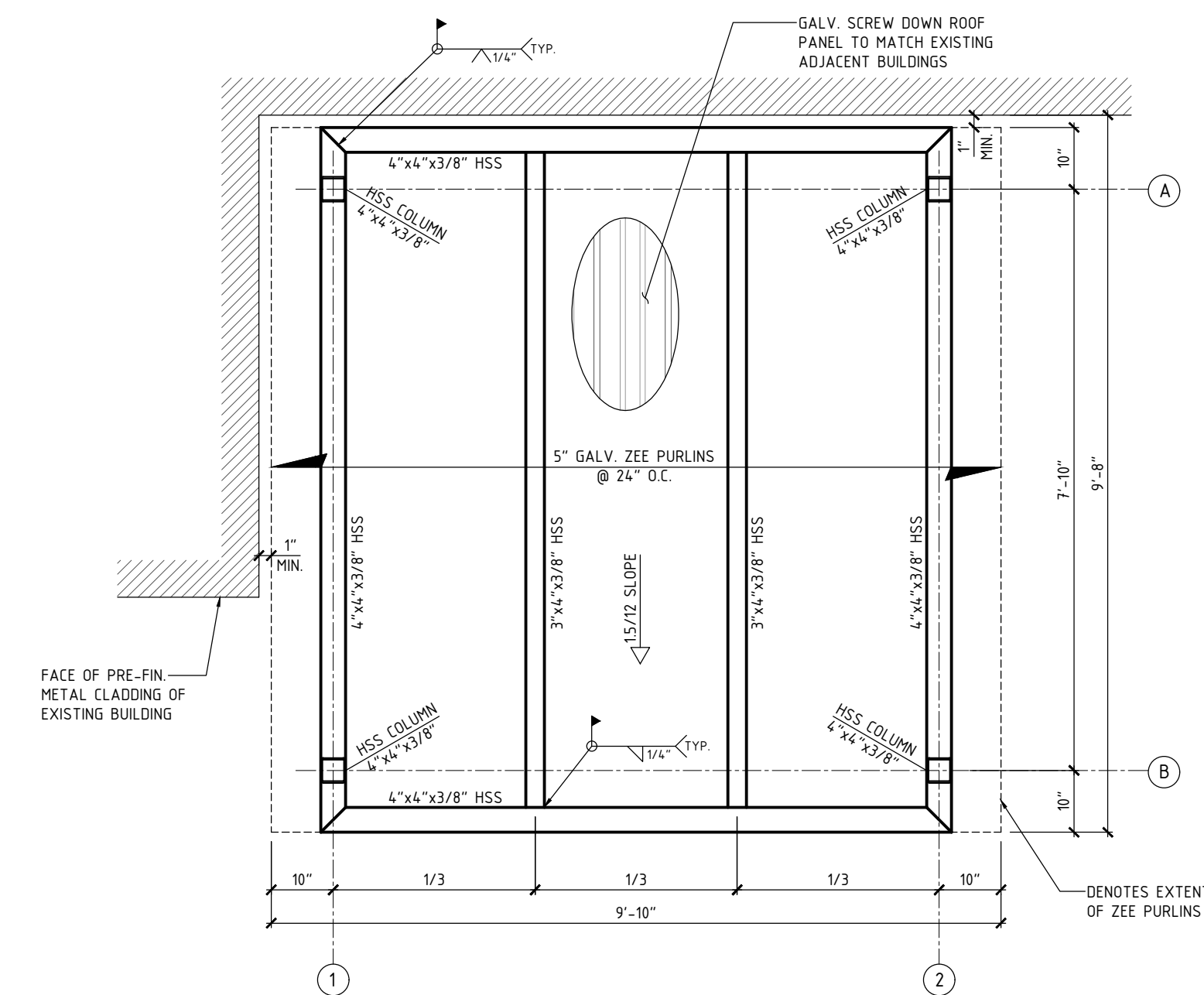
5.0 Structural Steel

- 5.1 HSS tubing shall be 50W and conform to CSA G40.21
- 5.2 Miscellaneous plates and base plates shall be A36 grade
- 5.3 All anchor bolts shall be A-36 grade of better
- 5.4 Structural Bolts shall be ASTM A-325 grade c/w washers and nuts
- 5.5 All welding shall be CWB certified fabricator to CSA-W59
- 5.6 All field welding shall be E4918 rods



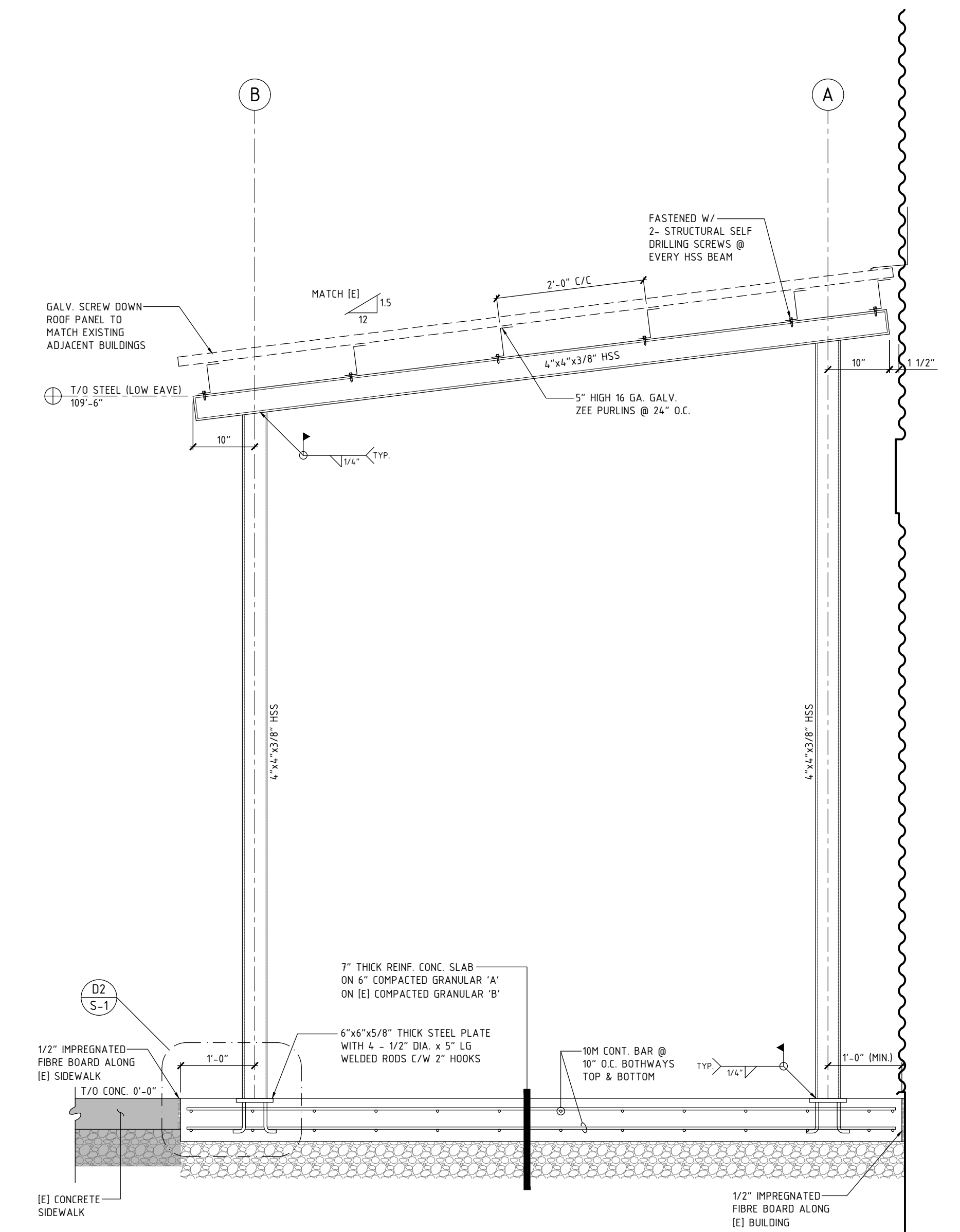
FOUNDATION PLAN

1/2" = 1'-0"



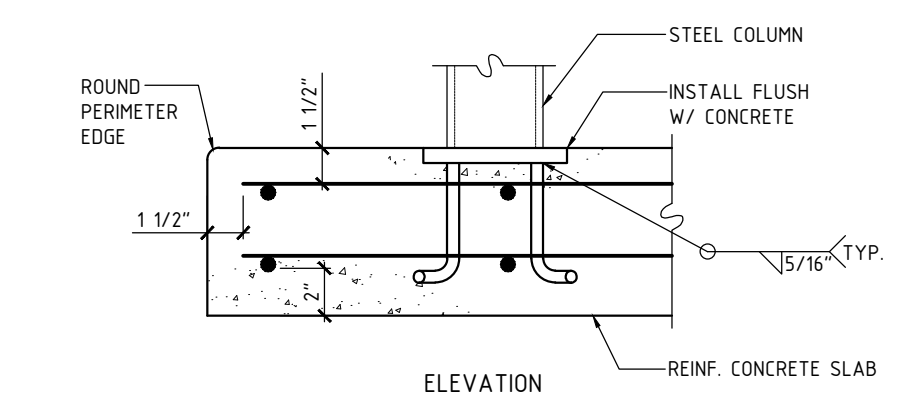
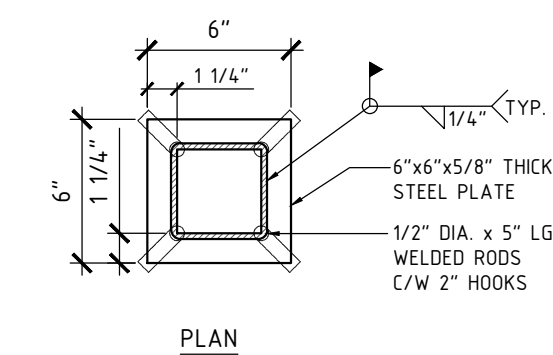
ROOF FRAMING PLAN

1/2" = 1'-0"



SECTION A-A

3/4" = 1'-0"

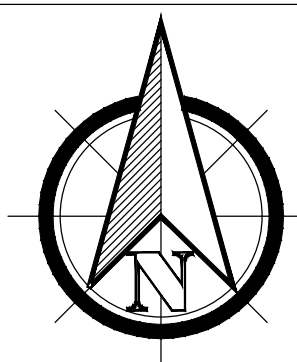


D2 S-1 BASE PLATE

1 1/2" = 1'-0"

DRAWINGS ARE NOT TO BE SCALED
CONTRACTOR MUST VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ANY DISCREPANCIES TO ENGINEER BEFORE PROCEEDING WITH THE WORK.

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1	Issued For Construction	2016/01/07



Tim Horton Event Centre New Canopy
At North-East Entrance
Cochrane, Ontario
PLAN, ELEVATIONS, ROOF FRAMING PLAN, SECTION

Date: 2016 01 07
Scale: AS SHOWN
Drawn By: Checked By:
Project No:
Drawing No: Rev: 0