



REQUEST FOR PROPOSALS

2010 - 50

Title: Community Family Park

Location: Richmond Street Park

Mike Sauchuk
Acting Director of Operations

**Due Date: Friday, August 27, 2010
2:00 p.m.**

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

TABLE OF CONTENTS

Title Page

Table of Contents

Special Instructions to Bidders

Form of Proposal

- Form of Declaration
- Schedule of Quantities
- Statement A - List of Sub-Contractors
- Statement B - Contractor's Experience in Similar Work
- Statement C - Harmonized Sales Tax

Form of Proposal Agreement

General Conditions

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

SPECIAL INSTRUCTIONS TO BIDDERS

I N D E X

<u>No.</u>	<u>Description</u>	<u>Page</u>
1.	Named Parties	2
2.	Proposal Procedure	2
3.	Estimated Construction Cost	3

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

SPECIAL INSTRUCTIONS TO BIDDERS

1. Named Parties

For the purposes of this contract the following parties are identified:

Owner: The Corporation of The City of Thorold.
Acting Director of Operations: Mike Sauchuk
Contract Administrator: Mike Sauchuk, Acting Director of Operations
Contact for Enquiries: Mike Sauchuk, Acting Director of Operations
Telephone No.: (905) 227-3535 Fax No. (905) 227- 3666

2. Procedure

The following policy regarding the submission of proposals and the opening procedures will be applicable for this project. Companies/persons are requested to adhere strictly to the instructions concerning submission.

(a) All proposals must be sealed and submitted to:

Ms. Susan M. Daniels, City Clerk
City of Thorold
P.O. Box 1044,
3540 Schmon Parkway,
Thorold, Ontario L2V 4A7

By the following time: 2:00 p.m.
Date: Friday, September 27, 2010

(b) Proposals received later than the time specified will not be accepted, regardless of the postal seal date. Proposals must be plainly marked to reveal the contents and the Contractor's name and address.

3. Budget Allocation

The total budget allocation for the location is \$100,000.00.

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

FORM OF TENDER

We, the undersigned Contractor(s) have **DOCUMENTS** carefully examined the attached documents as herein

INCLUDED

listed and forming part of this proposal.

IN CONTRACT

Special Instructions to Bidders
Instructions to Bidders
General Conditions
Plans (as noted)
Addenda (if applicable)

and have carefully examined the site and location of the work to be done under this contract.

We, the undersigned Contractor(s), understand and accept the said drawings and contract documents, and, for the prices set forth in this Proposal, hereby offer to furnish all machinery, labor, tools, apparatus and other means of construction, furnish all materials except as otherwise specified in the Contract, and to complete the work in strict accordance with the drawings and contract documents referred to above, for the total proposal price of _____

_____ Dollars (\$ _____) *excluding H.S.T.*

We acknowledge that we have received _____ **ADDENDA**
Addendum/Addenda No. _____ inclusive,
and that all changes specified in the Addendum/
Addenda have been included in the prices submitted.

We agreed to commence work as specified to
proceed continuously to the completion and to
complete all the work within **40** working days.

We agree that this proposal is to continue
open to acceptance and irrevocable until the formal
contract has been executed by the successful submitter
for the said work, and the bond or bonds as specified
have been executed by the approved surety or sureties,
and that the Owner may, at any time, within 60
(sixty) calendar days of closing date, accept this
proposal without notice, whether any proposal has been
previously accepted or not.

* to be filled in by Submitter.

**OFFERED ON BEHALF
OF THE CONTRACTOR**

Signature

Signature

Company Name

Address

Witness

Date

**COMMENCEMENT
AND
COMPLETION**

**PROPOSAL IS
OPEN TO
ACCEPTANCE &
IRREVOCABLE**

Workplace Safety &
Insurance Board
Account No.

Contractor's Seal

Witness

NOTE:

- (a) If the Contractor is a Corporation, the Corporate seal must be affixed under the signature of a duly authorized officer or officers of the Corporation.
- (b) If the Contractor is not a Corporation or a Partnership, the Contractor must sign in the presence of a witness who must also sign.
- (c) If the Contractor is a Partnership, each member of the Partnership must sign in the presence of a witness who must also sign.

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

Form of Proposal

Section			Total Budget Allotment \$100,000.00
			\$ _____
TOTAL PROJECT COST			\$ _____

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

LIST OF SUB-CONTRACTORS

The bidders shall list hereunder the names of all sub-contractors intended to be used in the execution of this work subject to the approval of the Contract Administrator.

All work not performed directly by the Contractor's forces shall be included in this list. Unless this list is properly completed, the Submitter may be disqualified. All changes to this list must be approved by the Contract Administrator.

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

CONTRACTOR'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF WORK	FOR WHOM WORK PERFORMED	VALUE

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

(a) Harmonized Sales Tax:

The Owner is subject to payment of Harmonized Sales Tax (H.S.T.) Imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services and construction to be purchased or provided during the term of this contract, the Contractor and the Owner mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the bidder to bring to the Owner's attention any such changes.

The Bidder shall not include Sales Tax within the bid documents. An adjustment shall be made by the Municipality at the time of award for taxes.

Any amount to be levied with respect to the H.S.T. will be included as a separate item on the payment certificate. The appropriate H.S.T. levy will be paid the Contractor in addition to the amount approved by the Contract Administrator for work performed under the contract and will, therefore, not affect the amount of the contract. The Contractor will be required to make the appropriate remittance to Revenue Canada in accordance with the legislation.

Total Tender Price (Excluding H.S.T.)

\$ _____

Company Name

Contractor's Signature(s)

Address

Contractor's Seal

Witnesses:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year **two thousand and ten**

by and between

**The Corporation of The City of Thorold
P.O. Box 1044,
3540 Schmon Parkway
Thorold, Ontario
L2V 4A7**

hereinafter called the "**Owner**"

and

hereinafter called the "**Contractor**"

witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform the Work in accordance with the proposal submitted and approved - Request for Proposals: 2010-50 - Richmond Street Park - which have been signed by the parties, and which were prepared by The City of Thorold acting as hereinafter called the Owner.
- (b) do and fulfil everything indicated by this Agreement, and
- (c) commence the Work by the _____ day of _____ 2010
and attain completion of the Work, as certified by the Contract Administrator.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

ARTICLE A-3 PAYMENT

- (a) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10%), the Owner shall:
 - (1) make monthly payments to the Contractor on account of the work performed as certified by the Contract Administrator, and
 - (2) upon completion of the Work as certified by the Contract Administrator pay to the Contractor the unpaid balance of holdback monies then due, and
- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of three percent (3%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-4 RIGHTS AND REMEDIES

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) No action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-5 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties or between them and the Contract Administrator shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by fax, to have been delivered within five (5) working days of the date of mailing , or dispatch when addressed as follows:

The Owner at:

**The Corporation of The City of Thorold
P.O. Box 1044
3540 Schmon Parkway
Thorold, Ontario
L2V 4A7**

The Contractor at: (mailing address)

The Contract Administrator at; (address) Same as above

ARTICLE A-6 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto.

ARTICLE A-8 SUCCESSION

The General Conditions of the Unit Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

Corporation of the City of Thorold
name

signature

Mayor H. D'Angela
name and title

signature

City Clerk S. M. Daniels
name and title

witness

name and title

CONTRACTOR

name

signature

name and title

signature

name and title

witness

name and title

Request for Proposals: 2010 - 50

Title: Community Family Park

Location: Richmond Street Park

1. General Conditions

- 1.1 All equipment to be proposed shall be new, not used or demonstrators and be of the manufacturer's latest make and model.
- 1.2 The Form of Proposal must be completed with the information requested.
- 1.3 The successful Proponent shall not, without the written consent of the Corporation of the City of Thorold make any assignment or any subcontract for the supply of the equipment hereby tendered.
- 1.4 The successful proponent whose proposal is accepted shall be required to meet the delivery and completion of installation date, as specified 3.9, or the order may be canceled at the option of the Corporation of the City of Thorold.
- 1.5 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Acting Director of Operations.
- 1.6 Do not modify the Form of Proposal. Extra copies are available on request to the Acting Director of Operations.
- 1.7 The Corporation of the City of Thorold will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the Specifications should be directed to and will be issued by the Acting Director of Operations.
- 1.8 In cases of dispute as to whether an item meets Specifications, the decision of the Acting Director of Operations will be final and binding on both parties.
- 1.9 All equipment to be quoted on a supply, deliver and install basis.
- 1.10 All prices tendered are Harmonized Sales Tax extra.
- 1.11 The Corporation of the City of Thorold will not be responsible in any way whatsoever for project material or vendor's equipment when placed at the site or during construction. The Corporation will assume responsibility for the project only after completion in all detail, the Contractor has vacated the site and acceptance has been made by the Acting Director of Operations.
- 1.12 This Proposal submission is irrevocable and open for acceptance by the Corporation of the City of Thorold until sixty (60) days after the closing of this Proposal.

- 1.13 No announcement concerning the awarding of this Proposal will be made until a complete report and analysis is prepared by the Acting Director of Operations and approved by City Council.
- 1.14 The Corporation of the City of Thorold reserves the right to accept or reject any or all Proposals, and also reserves the right to award the Proposal to other than the lowest Proposal.
- 1.15 Any reference to a manufacturer's name or model is for the purpose of establishing a standard of quality and function only.
- 1.16 The Corporation of the City of Thorold **will not accept faxed Proposals.**

2. General Information

The City of Thorold is commissioning the design and construction of a family oriented picnic park on the site adjacent to the new community pool.

The City of Thorold would like the park to complement in theme, the pool facility, make it an extension of that facility and incorporating it visually into the rest of the park.

The park is intended as a passive family park to include landscaping and amenities suitable to casual family recreational use. The design should provide aesthetic interest and flow with the rest of the site, taking advantage of the proximity not just of the pool, but the Nick Basciano Centre and the Richmond Street Public School property as well.

The following features and amenities are offered to more generally than specifically, providing details of the intent and character of the park rather than to confine the creative input of the designer features such as the following should be considered:

Picnic Tables

A Pavilion or Shelter

Barbeques

Benches

Pathways

Soft Recreation Features, such as but not limited to, bocce courts

Lighting, both for security and/or evening use

The current budget allocated for this project is \$100,000.00, which is intended to provide design, to get the park substantially underway, to complete the base landscaping, to establish an overall estimate of cost for the completed project and implementation schedule based on that cost.

The architect will oversee the first phase of implementation, including procuring and supplying contractors for any lot grading, hard landscaping, supply and installation of any amenities (all this subject to the approval of the Acting Director of Operations).

The architect will be extended latitude for his/her advice on suitable fixtures and design.

The architect in his/her schedule of implementation will provide his/her costs associated with overseeing the balance of the project remaining to be completed subsequent to the first phase, including contract administration with sub-contractors. The architect will be expected to facilitate a public meeting to receive public and Council input.

Pricing must be provided in a break-out fashion so that the reviewing committee may proceed with a variety of options for the final result.

3. Proposal vs Tender

All proposals will be reviewed by an in-house committee, on the merits of their value and creative approach.

NOTE:

All proposals will be submitted in a single sealed envelope. All other supporting information, specifications, literature or models will be submitted separately to the Acting Director of Operations, properly sealed and identified by the bidder.

4. Budget

All proposals are to include supply, delivery, site preparation including excavation, complete installation and reinstatement.

5. Specifications

5.1 Presentation

All architects submitting proposals will be required to graphically render the proposed park design. This will include a plan view drawings clearly indicating features and amenities.

Dimensions indicating size and heights, overall dimensions, base area required should be provided on graphic illustrations of the proposals. Layout drawings, drawn to scale, suitable for field use regarding base area layout are required.

5.2 Reinstatement

All reinstatements, permanent or temporary, shall be carried out at no additional cost to the Owner and the costs shall be included in the unit price bid for the contract.

5.3 **Indemnification and Hold Harmless**

The Contractor agrees to indemnify and save harmless the Corporation of the City of Thorold and its officers, servants and agents thereof, from all and any manner of loss, damage or injury, suit, claims, liens and demands of every nature and description incurred or brought against the Corporation or their officers, servants and agents by any person or persons whomsoever, or for any monies paid by them in settlement of or for or on account of any injuries received or sustained by them, or by any party or parties whomsoever by or from the Contractor or his servants or agents, in the prosecution or performance of said work, or by or in consequence of any negligence whatever in the performance of said work or in guarding the same, or of any improper material used in its construction, or by or on account of any act or omission of the Contractor or his agents, or for monies paid by the Corporation in discharge of any lien upon the said work which may be registered under the provisions of any statute in that behalf, or for any monies paid by the Corporation in respect of any assessment made upon the Contractor under the Workers' Compensation Act; and the Contractor further agrees that the whole or so much of the monies due to him under and by virtue of this Agreement as shall or may be considered necessary by the Corporation shall or may be retained by the said Corporation until all such loss, damage, injury, suits, claims, liens, and demands aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the Corporation.

5.4 **Health and Safety**

Once the Contractor has been initially approved to do the work, the Contractor must partake in a Pre-Job Meeting with Department Head or designate to review the City of Thorold's Health and Safety Policy on Contractor Responsibilities and Accountabilities and other health and safety responsibilities and procedures relevant to the job. All Contractors working on a job for the Corporation of the City of Thorold must comply with the City of Thorold's Health and Safety Policy Manual.

The Contractor shall, before commencing work on a project, give to the Director of the Ministry of Labour, a notice in writing with a copy to the Contract Administrator in accordance with the current section(s) of the Occupational Health and Safety Act.

A copy of all notices received by the Contractor from the Ministry of Labour shall be forwarded to the Contract Administrator within twenty-four (24) hours of receipt of the same.

Should an inspector discover an infringement of the Health and Safety Act, the Contract Administrator will request the Contractor to correct the problem. If this is not done, the Contract Administrator will immediately inform the local Ministry of Labour Inspector of the situation.

No claims will be entertained as a result of delays caused by work stoppages for safety infringements.

5.5 **CSA Guidelines**

All proposals submitted will certify, by way of written confirmation from the company president or other appropriate authority to bind the company, that the entire proposal and installation conforms to CSA guidelines. In this proposal CSA guidelines refer to CAN/CSA-Z614-03 document and subsequent amendments.

5.6 **Warranty**

Written description of warranty on all items supplied including special base materials will accompany all proposals.

5.7 **Completion Date**

All design must be completed by the supplier within 8 weeks of the "Notice of Award".