

# The Corporation of the Town of Petrolia



## REQUEST FOR PROPOSAL

RFP # PW-01-2016

### DESIGN/BUILD SERVICES SALT STORAGE FACILITY PUBLIC WORKS YARD – CENTRE STREET

\* \* \*

The Corporation of the Town of Petrolia  
411 Greenfield Street  
Petrolia, ON N0N 1R0  
519-882-2350  
[www.town.petrolia.on.ca](http://www.town.petrolia.on.ca)

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## **SECTION A – INFORMATION FOR APPLICANTS**

### **1. PROPOSAL NAME**

This Request for Proposal will be referred to as the “Design/Build Services – Salt Storage Facility”.

The Corporation of the Town of Petrolia shall hereby be referred to as the “Town” throughout this document.

### **2. SCOPE OF WORK**

The Town of Petrolia is seeking proposals from qualified firms to design/build a fabric covered salt storage facility, at the Petrolia Public Works Yard. The size of the facility is to be 25’W x 12’H x 40’L.

Currently the site is vacant - The design/build process would consist of all aspects of the project, from site planning through to final restoration.

The Base Contract is to provide a complete turnkey design/build services including, but not limited to:

- Design (detailed plans)
  - Engineering (construction drawings & Specifications)
  - Building Permit Application(s) & approval
  - Installation Manufactured Storage Facility
  - Labour & Materials Site Supervision
  - After Sales Service/Warranties
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- Site will be prepared in advance
  - Concrete slab with 3’ pony wall will already be poured & erected

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**3. CLOSING TIME AND DATE**

Proposals must be received at Town Hall **no later than 12:00 p.m. on Friday, February 12, 2016**. Proposals should be returned **in a sealed envelope** marked:

“Town of Petrolia Design/Build Services – Salt Storage Facility”

At the following address:

Corporation of the Town of Petrolia  
411 Greenfield Street  
Petrolia, Ontario N0N 1R0  
Attention: Mandi Pearson, Deputy Clerk/Operations Clerk

Any tender received after the specified closing time will be returned unopened.

**4. PROPOSAL OPENING**

The opening of the proposals shall commence at 12:15 p.m. on Friday, February 12, 2016 unless the Deputy Clerk or designate postpones the start to some later hour, but the opening shall continue once started, until the last bid is opened.

**5. CONTACT PERSON**

Inquiries should be directed

to: Mr. Paul Martin  
Foreman, Public Works  
Phone: (519) 490-4442  
[pmartin@petrolia.ca](mailto:pmartin@petrolia.ca)

If as a result of questions or visits it is felt additional information is required an addendum to the proposal call may be issued.

**6. GENERAL TERMS AND CONDITIONS**

This RFP is subject to the Town of Petrolia’s Procurement Policies and Procedures as outlined in the Town of Petrolia Purchasing By-Law 121-2009.

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If a proponent discovers any inconsistency, discrepancy, ambiguity, error, or omission in this Request for Proposal, it must notify the Town immediately in writing.

It shall be the proponent's responsibility to clarify any points in question with the Public Works & Operations Department of the Corporation of the Town of Petrolia prior to submitting the proposal.

Responses to inquiries will be forwarded to all proponents.

The Town reserves the right to reject any and/or all proposals received without incurring any liability whatsoever. The Town will not necessarily accept the lowest price or any proposal. Any implications that the lowest price or any proposal will be accepted are hereby expressly negated.

The Town is not under any obligation to award a contract, and reserves the right to terminate the Request for Proposal at any time for any reason, and to withdraw from discussions with all or any of the proponents who have responded. The receipt and opening of a proposal does not constitute acceptance of any proposal.

Proposals will be signed by an official authorized to bind the Design Build Contractors and will provide the name(s), title(s), address and telephone number of the individual(s) to be contacted during the evaluation process.

## **7. SCHEDULE OF EVENTS**

The following schedule is provided for planning purposes only. The Town may alter this schedule at any time and accepts no responsibility for adherence to this schedule:

Issue of Request for Proposal	February 2, 2016
Proposal Opening	February 12, 2016
Proponent Selected	February 17, 2016
Construction	April 2016
Project Completion	May 2016

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**8. CONFIDENTIALITY**

The Town and the proponent agree that the content of each response to this Request for Proposal will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this Request for Proposal, each proponent agrees not to disclose at any time. Only information subject to the Freedom of Information and Privacy Act may be disclosed. The Town agrees to notify the Proponent should a request for information be received.

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## SECTION B - SERVICES

### 1. GENERAL CONDITIONS

- 1.1 The Successful Respondent shall indemnify and hold harmless the Town, its officers, council members, partners, agents and employees from and against all action, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Town and against all loss, liability judgments, claims, suits, demands of expenses which the Town may sustain, suffer or be put to resulting form of arising out of the company's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service, required hereunder to be performed or rendered by the company, its agents, officials and employees.
- 1.2 Any agreement that results from this Proposal will be subject to the laws of the Province of Ontario and Canada.
- 1.3 The Successful Respondent shall Employ a high standard of public relations and communication.
- 1.4 The Successful Respondent agrees that the Owner has the right to accept or reject all or any portion of this proposal.
- 1.5 The Successful Respondent will be required to supply, prior to signing the contract documents, the following items:
  - 1.5.1 A Certificate of Liability Insurance or a certified copy of the Contractor's insurance policy. The Liability Insurance Shall:
    - i. have a limit of comprehensive general liability of not less than **\$2,000,000.00** inclusive for any occurrence;
    - ii. be comprehensive liability insurance covering all operations and liability assumed under the Contract with the Owner;

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- iii. include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Contractor and used on the work. Each such insurance shall have a limit of liability of not less than **\$2,000,000.00** inclusive for any one occurrence. A “vehicle” shall be as defined in the Highway Traffic Act;
  - iv. be endorsed to provide that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior notice to the Owner;
  - v. name the Owner and the Municipality wherein the work is to be undertaken as insured parties.

1.5.2 A Certificate from the Workers’ Compensation Board (WSIB) stating that all assessments or compensation payable to the Board have been paid and that the Contractor is in good standing.

- 1.6 A copy of the Notice of Project to the Ministry of Labour will be required by the Town of Petrolia., to be applied for by the Contractor.
- 1.7 The contractor agrees to perform the whole of the work listed above and to apply all materials, labour, tools, plant and machinery, necessary to do the following work.
- 1.8 Workplace Safety & Insurance: The Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Contract, and a further certificate issued annually on or before the anniversary date of each year.
- 1.9 Compliance with Laws, Regulations and Policies: The Contractor shall comply with all labour, police, health, environment, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the Term.

The Contractor shall be, or shall become, familiar with all such laws, regulations and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or

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equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Contractor's responsibility to comply with:

- Environmental Protection Act and
- Regulations; Workplace Safety and Insurance
- Act; Occupational Health and Safety Act;
- Safety or other Policies established by the Authority or the Town;
- Construction Lien Act and regulations; and
- Ministry of Transportation Regulations including the Commercial Vehicle Operating Regulations.

The Contractor shall indemnify and hold harmless the Town of Petrolia and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

The Contractor shall comply with all applicable municipal, provincial and federal laws pertaining to the Contractor's services provided herein to the Town including, without limiting generality, all labour, police, health, environmental, public health and sanitation laws and regulations imposed by public bodies having jurisdiction over such matters.

- 1.10 Safety and First Aid: Without limiting the generality of Section 1.12 "Compliance with Laws, Regulations and Policies", the Contractor shall provide and maintain the necessary items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and the Occupational Health and Safety Act.
- 1.11 In the event of a site visit from the Ministry of Labour and in the event this Ministry of Labour person gives written warning to any contravention to the Health and Safety Act, a written copy is to be given to the Town of Petrolia.
- 1.12 The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005 as amended (the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding

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all matters set out in Section 6 of the Regulation. The Contractor shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. The Town reserves the right to require the Contractor to amend its training policies to meet the requirements of the Act and the Regulation

## **2. SCOPE OF WORK**

The Corporation of the Town of Petrolia (Town) is seeking proposals from qualified Design Build Contractors to provide all services, materials and equipment necessary to prepare contract drawings and specifications and complete construction for a Salt Storage Facility- Public Works Yard on Centre Street, Petrolia.

### **2.1 Professional Responsibility**

Only qualified and experienced contractors and/or engineering professionals will be considered. All proponents should carefully review this solicitation for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this RFP. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Petrolia as per the terms set out in this Request.

### **2.2 Description of Work/Specifications**

#### **2.2.1. Pre-Construction**

Following the award of the RFP and background documents, the Proponent will meet with the Owner to review issues related to site development. These issues include: coordination with building construction, access to site, access and egress points, site services, landscaping considerations, environmental and drainage, etc.

#### **2.2.2. Construction Drawings**

Construction drawings are to be sealed by a licensed Professional Engineer. The Proponent will provide on-going construction inspection as required to oversee the facility construction and report to the Owner. The Owner will have access to the site at all times. The Proponent will make equipment and labour available to facilitate independent testing of materials and compaction at the discretion of the Owner.

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### 2.2.3. Project Outline Main Criteria

- i. The Contractor must provide design, contract documents, specifications, construction, site supervision and contract administration to the completion of this project.
- i. The project will have an existing Three (3) foot high perimeter reinforced concrete (12") foundation wall and paving inside the building and pad out- front for the Salt Storage Structure to be erected to. (Do not include this in your tendered amount)

### 2.2.4. Requirements of Contractors

- i. The Scope of Work is provided as part of this package for information only. Verification of measurements and site conditions is the responsibility of the contractor. The contractor shall examine site conditions prior to developing a design build proposal in order to ensure that details are appropriate to existing conditions.
- i. The selected Contractor shall provide all Construction Drawings, Specifications Construction of the facility and Contract Administration necessary to successfully implement the project. The Contractor is responsible for all related architectural and structural engineering and any other sub-consultants as required. All building systems will be considered, including prefabricated, modular buildings.
- ii. Up to two drawing reviews may be required in the design development stage. The design consultant engaged by the Contractor must be fully qualified, accredited professional, licensed to practice in Ontario. This consultant must be identified in the Contractor's bid.
- iv. All design and construction work must meet or exceed all applicable codes, regulations and standards including, but not limited to: the Ontario Building Code, the National Building code of Canada (2005), the National Fire Code, the *Occupational Health and Safety Act*, the ULC, CSA, ASHRAE, and any other jurisdiction having authority.

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2.2.5. Warranties

Minimum two years from date of commissioning, plus manufacturer's extended warranties on specific materials and equipment.

2.2.6. Environment

All waste material to be disposed of as per Ministry of Environment Regulations.

2.2.7. Project Completion

The project must be substantially completed by: end of May 2016

2.2.8. Work Location

345 Centre Street, Petrolia, ON

2.2.9. General Specifications

- i The structure shall be steel clad structure.
- i The structure shall be constructed in accordance with the applicable National Building Code of Canada requirements and shall be erected in accordance with the approved plans and specifications.
- ii Positive drainage away from structure at the entrance to prevent intrusion of water into the structure.

2.2.10. Building

- i The facilities are to be a steel clad structure mounted on an 3 ft. perimeter reinforced concrete pony wall.
- i The entrance shall have a clear height of 15 feet above grade and a clear width of 25 feet. Solid rear wall & open front wall for access.

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### 2.2.11. Performance Specifications

- i Salt facility structure shall be designed and constructed for a 25 year life design.
- i The structure shall be corrosion free and maintenance free for its design life
- ii All design shall be done by a Professional Engineer registered or licensed to practice, in the Province of Ontario.

The successful Proponent to identify suggested operating and maintenance tasks in their submitted manuals.

### 2.2.12. Warranty

Contractor shall provide written warranty stating that the building is warranted against defects in material and workmanship for a period of two years, and for five years against structural defects from the date of Final Certificate of Completion

## 2.3 Site Inspection

- 2.3.1. Complete a site inspection and reconnaissance to obtain a more detailed physical assessment of the site and verify the location of the proposed salt storage facility. A location for the salt storage facility is identified on the attached figures.

The Proponent will acquire knowledge of the site by studying the information provided in the Appendices.

## 2.4 Structural Design

- 2.4.1. The structure shall have no internal supports to hamper loading and unloading of salt.
- 2.4.2. Structural design calculations and detailed construction drawings and specifications must be both prepared under the direction of, and certified by a registered professional engineer in the Province of Ontario.

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- 2.4.3. Structural design shall be in conformance with applicable CAN/CSA standards.

## 2.5 Engineering Drawings and Specifications

- 2.5.1. Each prospective bidder shall submit a copy of the manufacturer's descriptive literature, drawings, capacity computations and a cross section of the proposed structure. Award of the Contract will be contingent upon approval of this material by the Owner.
- 2.5.2. The successful bidder will subsequently be required to furnish two (2) copies of the final construction drawings and specifications, signed and sealed by a registered engineer in the Province of Ontario.
- 2.5.3. Construction documents shall be prepared in accordance with specified performance specifications and conform to all governing federal, provincial and municipal building codes and regulations.

## 2.6 Permit Approval

The proponent shall be responsible for obtaining all required building permits, as well as obtaining inspections and approvals of all regulatory agencies having jurisdiction.

## 2.7 Manufacture

The proponent shall be responsible for the manufacture in conformance with applicable CAN/CSA standards.

## 2.8 Storage Facility Installation

- 2.8.1. The proponent shall be responsible for the installation of a corrosion resistant steel structure
- 2.8.2. The structure is to include one fully enclosed end wall and one 12 ft. high by 25 ft. wide opening on the opposite end.

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## 2.9 Supervision

The proponent shall be responsible for full-time on site supervision for both subcontractors and their own forces.

## 2.10 Labour & Materials

The owner shall be responsible for all labour and materials related to this project, as specified.

## 2.11 Service & Warranties

The owner shall be responsible for all obligations regarding service and warranties of the manufacturer and must include, at a minimum, building repair and replacement.

## 2.12 Insurance

The successful bidder is expected to have, as minimum, comprehensive general liability insurance in the amount of \$2,000,000. The successful bidder will be required to comply with the *Worker's Compensation Act* and other applicable legislation.

### **3. PROJECT COMMENCEMENT & COMPLETION**

The Successful Respondent shall provide a timeline for starting and completing the said work. Implementation of the work plan is to commence upon the quote being awarded. The project completion is expected by end of May 2016.

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**1. PROPOSAL FORM**

**SUMMARY OF PROPOSAL COSTS**

To be included with Proposal

Proposal Cost \_\_\_\_\_

Disbursement / Expenses \_\_\_\_\_

**Sub-Total** \_\_\_\_\_

HST (13%) \_\_\_\_\_

**TOTAL PROPOSAL COST** \_\_\_\_\_

**2. BID**

**TABLE Fee**

**Structure**

<b>Description</b>	<b>Proposed Facility</b>
No. of Structures	1
Width (ft.) (Min)	25
Length (ft.) (Min)	40
<b>Cost Breakdown</b>	
Building	
Permits	
Installation	
Restoration	
Labour & Materials	
<b>Total (excluding taxes)</b>	

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**3. ACCEPTANCE**

I/We, the Undersigned, having examined the Proposal and do hereby affirm the acceptance of the requirements of the Proposal. I/We do certify that the information supplied on the Proposal Form to be true and complete in all respects.

I/We understand that submissions in response to this document may become public information unless I/we specifically request certain parts of the submission to remain confidential and permission will be granted at the Program's discretion and will be subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

I, We \_\_\_\_\_  
(Name - Print) (Position)

of \_\_\_\_\_  
(Company Name)

Dated at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, 2016.

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AUTHORIZED SIGNATURE

PRINT NAME

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STREET ADDRESS

CITY

PROVINCE

POSTAL

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TELEPHONE NO.

EMAIL ADDRESS

Signature in the designated space, by an authorized officer of the Successful Proponent's company affirms acceptance of the Proposal requirements set forth in this document, the associated costs (where applicable) attributed to the business arrangement between the Successful Proponent and the Town of Petrolia and hereby certifies that the information supplied in this tender to be true and compete in all respects.

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#### **4. IRREVOCABLE OFFER**

The Proponent hereby acknowledges that offers contained within the proposal to this RFP shall remain open for acceptance by the Town for a period of not less than thirty (30) days from the closing date of this RFP following the closing date and time specified in this RFP, or the last business day prior to the renewal date, whichever comes first.

All Proposals submitted to the Town become the property of the Town and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act. Proponents may mark any part of their Proposal as confidential except for the total Contract price and the Proponent's name.

The Town will use its best efforts not to disclose any information so marked but shall not be liable to a Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

Upon award, the Town may release the name of the Successful Proponent, the name and telephone number of the contact person and the total bid price of the Successful Proponent.