

THE CORPORATION OF THE CITY OF CORNWALL

Request for Proposal 20-P20

Design and Construction Administration Services for the Affordable Housing Complex

Appendix A – Terms of Reference

The City of Cornwall invites Proposals from qualified multidisciplinary consulting firms and/or architectural consulting firms to provide architectural and engineering design services for the future construction of a mixed-use multi-residential social/affordable housing complex, to be located at the corner of Ninth Street and McConnell Avenue in Cornwall. The scope of work to be completed by the Proponent includes: a functional design study and space/needs analysis, schematic and detailed building design, interior design, preparation of tender specifications and contract documents, construction supervision and administration, building commissioning and post-construction services.

1. PROJECT BACKGROUND AND DEFINITIONS

1.1 Project Background

Due to the COVID-19 pandemic, the housing and homelessness sectors in Ontario have had to alter the ways in which they provide services to vulnerable populations. The Social Services Relief Fund (SSRF) Phase 2 is providing \$362 million in provincial and federal funding (Safe Restart Agreement) to help a diverse range of vulnerable people create longer-term housing solutions for people in need, and to ensure that the housing and homelessness sector has the tools and support to safely and successfully transition to recovery.

The City of Cornwall was approved to receive \$1,886,455 of SSRF Phase 2 funding to assist with the construction of two (2) new mixed-use multi-residential buildings on a vacant, City of Cornwall owned, property at Ninth

Street and McConnell Avenue. This vacant property was selected for this capital project after being identified as an ideal location, in the recently published 2020 Social and Housing Services Housing Revitalization Plan, due to its proximity to grocery stores, schools, health services, transit routes, and several major employers. Following construction, the new buildings will become part of the social housing portfolio owned by the Cornwall and Area Housing Corporation (CAHC) and considered an expansion of an existing property located at Ninth Street and Marlborough Street.

Considering the primary need for our community, the terms of the awarded SSRF Phase 2 funding, and the draft business plan, the new multi-residential housing complex should consist of two detached or semi buildings, 65 single bedroom units (7 of which will be fully accessible), and approximately 4,100 sq. ft of rentable commercial space for the CAHC central office and community social services.

The total budget for the project including design fees, construction, contingencies, professional services, and land transfer has been estimated between \$11,500,000 and \$13,500,000. The cost of land acquisition is not included in the budget as the subject property will be donated by the City of Cornwall to CAHC for this capital project (land valued at \$758,000).

1.2 Building information

The proposed business case for the new housing complex was based on an existing 4-storey multi-residential affordable housing facility located at 222 Sixth Street in Cornwall (6th Street property). The 6th Street property is a financially viable facility that exemplifies the desired number of single-bedroom units per building and demonstrates a healthy sustainable building design for the community. The construction as built drawings for the 6th Street

property are available for review using the link for supporting documents:

<https://bit.ly/3jYJqxm>

Recognizing the building's assets, we are seeking a similar yet slightly modified design concept for this new affordable housing complex with the addition of a ground-level commercial space in one of the buildings. For clarity, we have opted to identify the two buildings Building A and Building B.

1.2.1 Building A – Mixed Use Multi-Residential Building with Commercial Space

- This design should endeavour to match that of the 6th Street property design with 33 single-bedroom units across 4 storeys and approximately 4,100 sq. ft. commercial space on the ground floor, resulting in a 5-storey building. As per the draft business plan, units will be assigned to tenants as follows:
 - 10 RGI units
 - 10 units at 80% of AAMR
 - 13 market rent (lower end)
 - 1 commercial space for CAHC
- The design should reflect updates to the Ontario Building Code, including 15% accessible units (not previously included in the 6th Street property design).
- The estimated total costs for design, permits fees, and construction is between \$6,500,00 and \$7,500,000. Estimates are based on a market average cost per unit of \$175,000 plus \$250 per sq. ft. for commercial space all including a Class A contingency reserve estimate of 15% (higher than average due to COVID-19 uncertainty).

1.2.2 Building B – Multi-Residential Building

- This design should endeavour to match that of the 6th Street property design with 32 single-bedroom units across 4-storeys (if feasible given the current location of the build). As per the draft business plan, units will be assigned to tenants as follows:
 - 8 RGI units
 - 11 units at 80% of AAMR
 - 13 market rent (lower end)
- The design should reflect updates to the Ontario Building Code, including 15% accessible units (higher than average due to COVID-19 uncertainty);
- The estimated total costs for design, permits fees, and construction is between \$5,000,00 and \$6,000,000. Estimates are based on a market average cost per unit of \$175,000 including a Class A contingency reserve estimate of 15% (higher than average due to COVID-19 uncertainty).

1.3 Timelines

The design, tendering, and construction of this housing complex will occur in two distinct timeline stages as funding sources and municipal budgets are confirmed.

- Timeline Stage 1: The design for Building A and Building B and tendering for Building A will occur in early 2021 to allow for the construction of Building A to begin in 2021. The construction administration and post-construction services for Building A should extend from 2021-2023.

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- Timeline Stage 2: The tending and construction of Building B is provisional dependent on future funding awards, however there is intent on completing the entire capital project before 2026.

1.4 Scope of Work Summary

The scope of work for the Consultant Team is described in Section 3, 4, and 5. In summary, the Consulting Team will:

- Coordinate, administer, and manage the overall design process while respecting the project budget;
- Review all available drawings (as built drawings for Ninth Street infrastructure, as built construction drawing for 6th Street property), reports, etc., related to previous projects and project area. Available for download on the Bids&Tenders website. The 6th Street property as built drawings are available for review using the link for supporting documents: <https://bit.ly/3jYJqxm>
- Prepare a preliminary floor plan design for the commercial portion of Building A, complete with a class C estimate, which includes the identified facility requirements as best as possible while respecting the established project budget;
- Review individual requirements of CAHC staff to determining the optimal size and layout requirements for commercial space within the building, and prepare a Furnishings, Fixtures and Equipment (FFE) brief for how to incorporate existing office furnishing and fixtures in the new commercial space;
- Complete preconstruction surveys of adjacent buildings;
- Coordinate and review the work and findings of the geotechnical report, and topographical survey;

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- Detail all aspects of the design including architecture, structural, mechanical, civil, landscaping and electrical;
 - Prepare complete and coordinated construction and tender documents;
 - Include within tender documents the supply of all building furnishings, appliances (fridge & stove in each apartment, washers and dryers in the common laundry area), maintenance equipment, common areas (laundry mat, garbage/recycling collection, storage, etc.), etc. if applicable;
 - Prepare cost estimates as the design progresses;
 - Retain and manage all sub-consultants required to deliver the full scope of services for the project;
 - Be responsible for obtaining all necessary permits and approvals from authorities having jurisdiction and liaise with these authorities for the duration of the project. Produce drawings stamped by an architect or engineer as required by the Ontario Building Code 2006 (OBC) in order to obtain such permits prior to commencement of work;
 - Prepare and submit to Purchasing Services approved full bid Construction Specification / Drawings for the purpose of tendering the project according to the Corporation's procurement policies;
 - Inspect the construction to verify compliance with the tender documents;
 - Provide construction management services, including periodic site inspections, during the construction phase of the project;

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- Serve in the capacity of the Consultant as per the CCDC 2 Stipulated Price Contract Agreement.

2. SCOPE OF WORK – PHASE 1 DESIGN

2.1. Preliminary Design - Building A & B

Definition: Preliminary Design develops the form, size, character and preliminary design details of the project based on the Concept Design, and includes all professional disciplines.

Purpose: To prepare preliminary floor plan layouts - Building A commercial space and site plan layout.

The Prime Consultant shall:

- Meet with the Corporation's Staff to solicit feedback on the existing conceptual designs already prepared and establish a prioritized list of desired amenities. The Consultant shall incorporate said feedback and amenities into preliminary designs while taking into account the project budget. The Consultant shall present the preliminary designs complete with a class C budget.
- Prepare a Furnishings, Fixtures and Equipment (FFE) brief that outlines all equipment and furnishings to be transported from the existing office space to be reused and a verified list of items to be purchased by the Corporation. A draft of the FFE brief shall be submitted to the Corporation for review and approval. The brief shall include the performance specifications for all new FFE, communications, security, and signage. The Proponent shall assist the Corporation with the evaluation and procurement of all equipment and furnishings.

2.2. Design Development – Building A & B

Definition: Design Development that specifies the actual form, size, character and design details of the project, and includes all professional disciplines and fixes the cost of the project.

Purpose: To produce final designs (interior design, architecture and site plan) for all interior and exterior components.

The Prime Consultant shall:

- Prepare for the Corporation's review and approval, design development documents consisting of drawings and other documents appropriate to the size of the Project, to describe the size and character of the entire Project including the architectural, structural, mechanical, electrical and interior design systems, and such other elements as may be appropriate.

Drawings to include:

- floor plans
 - elevations
 - sections
 - interior and exterior perspectives
 - site works
- Prepare and submit a fully detailed Class "B" Construction Cost estimate for base building construction, fit-up, loose furniture, and equipment.
- Consult with Corporation's Staff as necessary.

2.3. Construction Documents – Buildings A & B

Purpose: To prepare all necessary construction drawings including site plans, floor plans, descriptions, elevations, sections, construction details and specifications for all professional disciplines, on the basis of the approved final

design documents, and suitable for tendering and submission to authorities for approval.

The Prime Consultant shall:

- Prepare for the Corporation's review and approval, construction documents consisting of drawings and specification setting forth in detail the requirements for the construction of the Project.
- The construction drawings shall include the co-ordination of all consultants.
- The Prime Consultant will develop a complete, coordinated and defensible specification document so that the intent of the design is efficiently and effectively realized.
- Review statutes, regulations, codes and bylaw applicable to the design and where necessary review the same with the authorities having jurisdiction, so that the Owner shall be able to obtain the consents, approvals, licences, and permits necessary for the Project.
- Prepare and submit a Class 'A' (Pre-Tender) Construction Cost Estimate
- Prepare and submit all required permit applications to obtain the consents, approvals, licenses and permits necessary for the project.

3. SCOPE OF WORK - PHASE 2 TENDERING SERVICES

3.1. Tendering – Building A (Provisional - Building B)

Purpose: In consultation with Corporation's Staff prepare the necessary bidding information, bidding forms, conditions of contract, including supplementary conditions, and form of contract between the Corporation and the Contractor(s).

The Prime Consultant shall:

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- Prepare and submit to Purchasing Services approved full bid Construction Specification / Drawings for the purpose of tendering the project according to the Corporation's procurement policies.
 - Act in an advisory role to the Corporation who will tender the project.
 - Provide the Corporation with recommendations and advice on the preparation of the necessary bidding information, bidding forms, conditions of the contract, and the form of contract between the Corporation and the Contractor.
 - Participate in the pre-tender Site Visit for bidders and respond to questions raised by bidders and prepare addenda or clarifications for issue by Purchasing Services to bidders.
 - Assist Corporation's Staff with the examining of tenders and advise on acceptance.

4. SCOPE OF WORK - PHASE 3 CONSTRUCTION AND POST-CONSTRUCTION SERVICES

4.1. Construction – Building A (Provisional - Building B)

Purpose: To support the administration of the construction contract, and in particular to inspect the construction to verify compliance with the design documents.

The Prime Consultant shall:

- Serve as the Consultant as per the CCDC 2 Stipulated Price Contract Agreement between the Owner and the Contractor.
- Chair all construction meetings, prepare agendas, take minutes and distribute as required.

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- Submit for the review and approval of Corporation's Staff, a quality management plan related to the Prime Consultant's provision of services during the construction phase of the work. Related to the implementation of this quality management plan, the Prime Consultant shall:
 - Have access to the Work at all times wherever it is in preparation or progress;
 - Examine, evaluate and report to the Corporation on the status of the Work;
 - Inform the Corporation of the progress and quality of the Work;
 - Report defects and deficiencies in the Work observed during the course of the site inspections;
 - Determine the amounts owing to the Contractor under the Contract based on the Prime Consultant's observations and evaluation of the Contractor's applications for payment.
 - In the first instance, interpret the requirements of the Contract Documents, and render to the Corporation's Staff, interpretations in written and graphic form as may be required with promptness consistent with the requirements of the contract between the Owner and Contractor.
 - Render to the Corporation written findings on all claims, disputes, and other matters in question between the Corporation and the Contractor relating to the execution or performance of the Work or the interpretation of the Contract documents.
 - Render interpretations and findings consistent with the Contract Documents.

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- Review and take other appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data, and samples, for conformance with the contract requirements.
 - Prepare Contemplated Change Notices and Change Orders for the consideration of the Integrated Construction Team.
 - Have the authority to order minor adjustments in the work which are consistent with the intent of the contract documents when these do not involve and adjustment in the contract price or an extension of the contract time.
 - Furnish supplemental instructions to the contractor in accordance with the requirements of the contract between the Owner and the contractor.
 - Determine the date of substantial performance of the Work.
 - Receive from the Contractor(s), review for completeness and compliance with the contract requirements, and forward to the Corporation's Staff, the written warranties and related documents.
 - Verify the validity of the Contractor's application for final payment and issue a certificate of final payment.
 - Prior to the end of any stipulated warranty period, review any defects or deficiencies which have been reported or observed during that period, and prepare for the Corporation the wording of a notice to the Contractor of those items requiring attention by the Contractor to complete the work in accordance with the Contract.
 - Provide to the Owner, a complete set of electronic as-built drawings for all building systems and components.

4.2. Post-Construction Services & Inspections - Building A (Provisional - Building B)

- Complete a post-construction photo survey for record purposes. Photos shall be taken during a time that weather will not impact the photos. The post-construction photo survey shall accurately indicate the condition of all existing and new features to verify that no damage to existing property has occurred due to construction. The post-construction photo survey shall be included in the Close-Out Package to be provided to the Corporation.
- Complete warranty inspections for each discipline twelve months and twenty-four months after Substantial Completion. Issue Warranty Inspection Site Reports immediately following each site visit.
- Assist the Corporation as required during the warranty period. Verify that all warranty issues have been addressed and resolved.
- Conduct additional inspections as required for any outstanding or deficient work.
- Coordinate with the Corporation and the contractor to verify that all warranty, deficiency and/or outstanding work is completed.
- Liaise with Corporation staff operating the works and answer all questions.
- Assist the Corporation and coordinate with the contractor to review and resolve any third party claims.

4.3. Testing, Training & Commissioning - Building A (Provisional - Building B)

- Review the contractor's start-up, testing and commissioning plan and update/revise as required to verify that the contractor is following the contract documents.

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- Coordinate all required testing, training and commissioning. Collect all testing, training and commissioning records to be provided to Corporation staff at the completion of the project.
 - Coordinate and witness equipment and instrument calibration, start-up verification, performance testing, operational testing, etc.
 - Provide an equipment and instrument list complete with asset tagging.
 - Review the contractor's Operation and Maintenance Manuals and Commissioning Records.
 - The proponent shall not allow the commissioning of any equipment until the start-up tests/reports have been completed and submitted.
 - Verify that the contractor has completed all equipment tagging prior to start-up and commissioning.
 - Witness all equipment calibration and checkout. Complete calibration and check-out reports for all equipment. (Mechanical, Electrical, Lighting, Sound, Video, Instrumentation, Controls, etc.)

4.4. Post-Construction, Testing, Training & Commissioning Services Fees - Building A (Provisional - Building B)

- All disbursements associated with post-construction and inspection services such as mileage, lodging, meals, supplies, etc. shall be included. All costs associated with travel time to and from the job site are to be included.

4.4.1. As-Built Drawings

- Collect detailed As-Built Drawings and submit to the Corporation in AutoCad and PDF format.
- As-Built Drawings in electronic format shall be submitted to the Corporation no later than three months after Substantial Completion.

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- The Corporation will review the submitted As-Built Drawings and provide comments to the Prime Consultant. The Prime Consultant shall update the electronic As-Built Drawings as required and re-submit to the Corporation.
 - The Corporation shall not be responsible for additional field surveying required as a result of failure to collect As-Built information.

4.4.2. Close-out Package

- Submission of associated construction documents shall be provided to the Corporation in an organized Close-Out Package. The Corporation is to receive these documents in PDF format as well as two hard copies.
- The Close-Out Packages shall be submitted to the Corporation no later than three months after Substantial Completion.
- The Corporation will review the submitted Close-Out Packages and provide comments to the Prime Consultant. The Prime Consultant shall update the Close-Out Packages as required and re-submit to the Corporation.
- The Corporation shall not be responsible for additional work required as a result of incomplete Close-Out Packages. The Prime Consultant shall update and modify the Close-Out Package as required.
- Provide As-Built Drawings, Operation and Maintenance Manuals, Construction Documents, Site Inspection Reports, Geotechnical Material Test Results, Mix Designs (Concrete and Asphalt), Geotechnical Field Reports, Shop Drawings, Deficiency Lists, Meeting Minutes, Pre-construction and Post-construction Photos,

Training Logs, Equipment Warranties, Commissioning Records, etc., in an organized Project Close-Out Package. The Prime Consultant shall submit three hard copies of all Close-Out Packages as well as in PDF.

4.5. Construction Administration and Inspection and Post Construction Services Fees - Building A (Provisional - Building B)

- As the time commitments for Construction Administration, Construction Supervision and Site Inspection services, and Post Construction Services are difficult to anticipate, the Proponent shall provide hourly rates for each of the positions listed in the table below and the estimated volume of hours shown in the table shall be used to establish the bid price for these services as detailed in Section 5:

Phase 3 – HOURLY RATES				
POSITION	Building A HOURS	Building B HOURS Provisional	\$/HOUR	TOTAL COST (Building A & B Prov.)
Project Director	100	100	\$	\$
Project Manager/Contract Administrator	260	260	\$	\$
Site Inspector	800	800	\$	\$
Civil/Municipal Engineer	60	60	\$	\$
Structural Engineer	60	60	\$	\$
Mechanical Engineer	60	60	\$	\$
Electrical Engineer	60	60	\$	\$
Various Technicians/Technologists	120	120	\$	\$
Architect	60	60	\$	\$
CAD Operator	80	80	\$	\$
Administrative Support	80	80	\$	\$
TOTAL To be included in Proponent's Detailed Costing Matrix				\$

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- Because the construction schedule for Building B is contingent upon funding, construction phases of the project may not necessarily proceed immediately following completion of the design phase of the project. The successful Proponent's quoted hourly rates for the positions listed in the table above will be adjusted in accordance with the Consumer Price Index for each additional year beyond the completion of the design phase of the project (to a maximum of 5 years).
 - All disbursements associated with Construction Administration and Inspection and Post Construction Services such as mileage, lodging, meals, supplies, etc. shall be included in the staff unit rate and will not be paid for in addition to the staff unit rate provided in the submission. All costs associated with travel time to and from the project site are to be included in the staff unit rate and will not be paid for by the Corporation of the City of Cornwall.
 - The time allotment shown in the table above is estimated and the Proponent shall be paid based upon the actual time spent.
 - The Prime Consultant shall notify the Corporation immediately should the Prime Consultant expect to exceed the allotted time. The Prime Consultant shall require Corporation approval prior to exceeding the estimated time allotment. The Proponent shall provide detailed justification for additional time required. The Corporation will not compensate the Prime Consultant for additional time should the Prime Consultant not provide sufficient notification and/or justification to the Corporation.
 - The Corporation will not be responsible for any overtime, rate premium, etc. Any mandated rate premiums shall be the responsibility of the Proponent. The Prime Consultant shall not transfer these rate premiums to the Corporation in any manner.

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- The Corporation shall not be responsible for costs related to design error, negligence, etc. The Prime Consultant shall be responsible for all costs related to re-design work due to the Proponent's error, negligence, etc.

5. COST, SCHEDULE AND QUALITY CONTROL

5.1. Prime Consultant Requirements

The Prime Consultant shall monitor project costs from the commencement of the work through to post-construction evaluation of the completed project. The Prime Consultant shall be responsible for the production of a design that can be implemented within the Project Budget. For the purpose of determining the cost of construction, the Corporation shall first rely on prices obtained by tender, and on cost estimates supplied by the Prime Consultant.

Where Corporation's Staff, having examined the Prime Consultant's 'C', 'B', or 'A' cost estimates, concludes that the design provided by the Prime Consultant for the examined estimate cannot be implemented within the Project Budget then the Prime Consultant shall be responsible to amend or redesign its work until a design is produced that can be accomplished within the Project Budget. There shall be no additional fees paid for such redesign work.

5.2. Cost Control

For the purpose of cost control, the Prime Consultant shall provide complete estimates of construction costs, which shall include architectural, structural, mechanical, civil, electrical, loose furniture, equipment, escalation and contingency costs. Potential cost overruns shall be reported by the Prime Consultant well in advance of their anticipated occurrence to allow the Corporation sufficient opportunity to take remedial measures.

The Prime Consultant shall provide assistance to Corporation's Staff by responding to questions concerning project costs and alternative cost solutions.

5.3. Cost Estimates

A complete cost estimate submission will be provided by the Prime Consultant at the completion of:

Design Stage	Estimate Class
Preliminary Design	Class C
Design Development	Class B
Pre-tender	Class A

In addition, the Prime Consultant shall provide cost comparisons and cost reports identifying the differences between each succeeding cost estimate, along with the reasons for them and their cost effect on the project.

5.4. Change Orders

The Prime Consultant shall provide Corporation's Staff with cost estimates for Contemplated Change Notices (CCN) prior to the CCN being issued to the Contractor, and shall further identify the anticipated impact on the construction schedule.

The Prime Consultant shall review the Contractor's submission in response to issued CCN's, and shall issue written advisement to the Corporation regarding the disposition of CCN's.

5.5. Risk Analysis

All construction estimates must include design and estimating contingency sums as are deemed necessary in light of the design information available. The Prime Consultant shall provide an explanation as to the level of contingency included within each estimate.

5.6. Escalation

Unit rates and prices used in arriving at estimated costs will be based on current rates at the time of submission and will include increases that would normally occur during the construction period. Escalation for the period between submission and the start of construction will be shown separately.

5.7. Schedule Control

The proposals for professional services are to identify the time required for the Prime Consultant's work during the planning, design and contract document phases. The successful Prime Consultant must complete the work within schedule.

The successful Prime Consultant shall within five working days of notification of contract award submit a detailed schedule based on the milestones in the Project Schedule. This Design Schedule will then be used to coordinate all phases of the work. Once Corporation's Staff approves the schedule, the Prime Consultant shall complete the work in accordance with the approved schedule.

6. PROJECT ROLES AND RESPONSIBILITIES

6.1. Prime Consultant

The Prime Consultant shall provide through design development, detailed design, construction, completion and post-construction phases.

6.1.1. Responsibility and Definition

The word "Prime Consultant" used throughout this document means the firm, individual or company taking the primary responsibility for executing these terms of reference and any subcontracted firms, individuals or companies.

The Prime Consultant shall supply all requisite professional services required to complete these terms of reference. The Prime Consultant, who is signatory to the Professional Services Agreement, is responsible for the satisfactory development and completion of the project.

During all phases of the project, the successful Prime Consultant shall correspond primarily with Corporation's Staff.

6.1.2. Design Project Leader

The Prime Consultant shall designate a Design Project Leader as the Prime Consultant's principal representative for the Project who shall not be changed without the prior written consent of Corporation. The Design Project Leader shall be solely responsible for ensuring that the Prime Consultant and its sub consultants deliver all of the required services to the project. The Design Project Leader shall have responsibility for the delivery of services to the Corporation and shall lead the delivery of services throughout the project. For the duration of the Project, the Design Project Leader will attend all Project Team Meetings, Design Meetings, Construction Meetings and such other meetings as the Corporation may request, as the Prime Consultant's representative.

The Design Project Leader shall not be changed without the prior written authorization of the Corporation.

7. PROPOSED PROJECT SCHEDULE

Item	Date
Issue of RFP	November 13, 2020
Deadline for Questions	November 25, 2020
Deadline for Submission	December 9, 2020
Award of RFP	January 25, 2021
Project Commencement	February 1, 2021
Tendering and Construction of Building A	2021-2022
Tendering and Construction of Building B	Contingent on Funding

Note: although every attempt will be made to meet dates as listed, the Corporation reserves the right to modify any or all dates at its sole discretion.