

REQUEST FOR PROPOSAL Hannam Park Addition

RFP 25-01

1. Background

The Corporation of the Town of Rainy River is a small community in Northwestern Ontario which has a population of approximately 750. The municipality has a permanent staff of 4 FTE positions in the administrative department and permanent staff of 4 FTE responsible for all public works functions including the operation of Hannam Park.

The Town of Rainy River is seeking proposals from qualified contractors for the construction of the public restrooms located at Hannam Park. The scope of this addition includes the construction of all-season restrooms to ensure year-round accessibility and comfort for park users, as well as ensuring that the restrooms are fully accessible to individuals with disabilities.

Hannam Park is a popular public space, and the restrooms are a key component of the park's amenities. The municipality seeks to improve the functionality, accessibility, and overall experience for all users, including those with mobility challenges.

2. Purpose

The Corporation of the Town of Rainy River invites qualified contractors to submit proposals for the construction of the public washrooms at Hannam Park.

This proposal should include labour and materials.

3. Scope of Work

The successful contractor will be required to carry out the following operations:

3.1. Location

3.1.1. As an addition to the Canteen

3.1.2. Stand-alone Building

To be located at the appropriate distance from the Canteen and the parking lot

3.2. Layout

3.2.1.1. Preferred Layout

The preferred layout of the public restrooms would consist of two restrooms – "Mens" and "Womens", each with an appropriate number of stalls/urinals plus one fully-accessible stall.

3.2.1.2. Alternative Layout

The proposal could provide an alternative layout if deemed more appropriate for the location, budget, etc.

3.3. Winterization of Public Restrooms

The restrooms must be prepared to function throughout the winter months, ensuring proper temperature regulation and protection from freezing conditions. Specific tasks include, but are not limited to:

3.3.1. Insulation and Heating:

- 1. Install heating systems to maintain a minimum temperature necessary to prevent freezing of pipes and water systems.
- 2. Insulate walls, ceilings, and any exposed pipes to minimize heat loss.

3.3.2. Water Supply and Drainage:

- 1. Ensure that all plumbing systems are properly insulated to prevent freezing.
- 2. Install or upgrade water circulation systems to enable the winter operation of sinks and toilets, if applicable.
- 3. Ensure that drainage systems are winter-ready, ensuring no blockage or freezing during cold months.

3.3.3. Doors and Windows:

- 1. Seal all doors and windows with weatherproofing materials to prevent drafts.
- 2. Ensure that doors are operational during colder weather, with easy access for users.

3.3.4. Exterior Protection:

1. Install any necessary exterior covers or enclosures to protect pipes and fixtures from the elements.

3.4. Accessibility Improvements

At least one restroom must be fully accessible to individuals with disabilities, meeting the requirements set forth by the Accessibility for Ontarians with Disabilities Act (AODA) and the Canadian Standards Association (CSA) standards for accessible design.

This requirement could be fulfilled by either:

1) one gender-neutral restroom, separate by itself

2) one fully-accessible stall in each gender-specific restroom

Specific tasks include:

3.4.1. Accessible Entrance:

- 1. Ensure the entrance doors are wide enough to accommodate a wheelchair.
- 2. Install automatic door openers or modify existing doors to ensure ease of access.

3.4.2. Interior Layout:

- 1. Ensure sufficient turning radius for wheelchair users, particularly inside stalls.
- 2. Provide grab bars at all appropriate locations, including around toilets and sinks.
- 3. Ensure all fixtures are within easy reach of seated individuals, including sinks, soap dispensers, and hand dryers.

3.4.3. Signage and Lighting:

- 1. Install clear, visible, and accessible signage indicating the location of the restrooms.
- 2. Ensure lighting meets accessibility standards, providing bright and uniform illumination for all users.
- 3. Energy-efficient lighting is preferred

3.4.4. Stall Modifications:

1. Modify or install accessible toilet stalls that accommodate mobility devices, ensuring proper space and accessibility.

3.4.5. Emergency Features:

1. Install emergency alarms or communication systems in accessible stalls for users to request assistance if needed.

4. Services to be Provided.

- 1. Preparation of Hannam Park Washroom Addition services agreement between the Town of Rainy River and the contractor.
- 2. Work with the Town to obtain all necessary approvals and permits (Federal/Provincial/Municipal) for the work at the cost of the contractor.

5. Tentative Project Timelines

Distribution of Invitational RFP	May 7 th , 2025
Questions regarding the tender	
will be answered between	May 7 th to May 27 th , 2025
Bid Closes	May 28 th 2025, at 1:00 pm CST
Recommendations to Council	June 3 rd 2025
Awarding of Tender	June 9 th 2025

A detailed schedule with major milestones is to be developed by the contractor in their proposal to achieve the estimated completion dates.

6. Project Funding & Award

The Town of Rainy River has secured funding for the project with total available funding up to \$200,000. However, the desired cost range for the project is between \$150,000 and \$250,000.

Please note that the final project award will be based on the proposal's alignment with the scope of work and the established criteria outlined in the Procurement By-Law. While the budget is set within this range, proposals exceeding the upper limit may still be considered, depending on the value offered and the justification for any cost overages.

7. Codes, Standards and Regulations

The latest codes, standards and regulations shall be considered as a minimum criterion for the development of this project.

8. Licensing Requirements

Key personnel shall be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the Province of Ontario. By virtue of submitting a proposal to this Request for Proposal, the Contractor certifies that the Contractor has satisfied itself that the proposed contractor team and the key

personnel are in compliance with the licensing requirements. The Contractor acknowledges that the Town reserves the right to verify any information in this regard and that false or erroneous certification may result in being declared non-responsive and rejected from the competition.

9. Conflict of Interest

The Contractor and other contractor team members will be prohibited from either directly or indirectly submitting a bid for any construction contract related to this project.

10. Resources Available

The successful contractor shall have access to previous information that the Town of Rainy River has on file in regards to this project.

11. Changes to Contract

If requested in writing by the Town of Rainy River, contractor will make any required changes in the contract.

12. Contract

The contractor shall enter into a contract with the Corporation of the Town of Rainy River. The contract shall indicate that the work undertaken shall be completed to the satisfaction of the Town, according to this request for proposal, and for the amount as set out in the contractor's proposal. The contract shall also indicate that no additional money shall be paid to the contractor for any additional work for which prior authorization has not been given in writing. Both parties shall agree in writing to any revisions to the contract.

13. Proposal Requirements

Contractors shall submit the following (in order as they appear or are referenced):

13.1. Cover Letter

A signed cover letter providing a brief overview of the Contractor's proposal to include information on the Contractor team, experience, methodology with schedule, and expected costs.

Describe one or more of your projects or assignments which best exemplifies the contractor's experience in terms of project/assignment type, size, complexity, vision, innovation, and practicality.

13.2. Methodology

Describe your proposed methodology to deliver the project within the assigned time frames and requirements of this request for proposal. Additionally, include a detailed schedule with project milestones as to how you will meet the outlined completion date.

Describe key participants in the team and their roles in the identified activities described in the methodology.

13.3. Costing

Develop a complete fixed fee based proposal including all scope of work in regards to the activities outline in this document, including proposed start and end dates.

The following actual costs and disbursements directly related and identifiable with the project will be reimbursed on a monthly basis:

- Project costs, other than those for internal use
- Any other expenses paid by the contractor on the Council's behalf, not covered by the agreed fee, as approved in advance and in writing by the Town Council.

Reimbursable expenses are to be billed for individual terms of expense at cost. An administrative charge, if any, is to be identified in the Request for Proposal as a percentage to be applied to expenses.

13.4. Attachments

- 1. Conflict of interest declaration
- 2. Proof of Contractor's ability to obtain Professional Liability Insurance (Errors and Omission) in the amount of two million dollars (\$2,000,000). Provide a certificate of insurance or a letter from the insurance provider.
- 3. Proof of the Contractor's ability to obtain Comprehensive General Liability Insurance (Errors and Omissions) in the amount of five million dollars (\$5,000,000) coverage. Provide a certificate of insurance or a letter from the insurance provider.
 - This policy shall include but not be limited to:

(a) Name the Owner as an Additional Insured

- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Work performed on Behalf of the Named Insured by Sub-Contractors
- (i) Firefighting Expenses
- (j) Attached Machinery
- (k) 30 days' notice of cancellation
- (l) Elevator and Hoist Liability

(m) Non-owned automobile coverage and shall include contractual non-owned coverage (SEF 96)

The following may apply:

- a) If applicable to the construction project described in the Agreement, coverage shall include shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.
- b) If the work involves asbestos removal, the policy shall either provide coverage for this exposure or coverage shall be provided through a Professional Liability Policy.
- c) To achieve the desired limits, umbrella or excess liability insurance may be used.
- d) The Owner reserves the right to request, in addition to the Commercial General Liability Insurance coverage, Wrap-up Liability. The Wrap-up shall be in the names of the Owner, Contractor, all Sub-contractors, Architects, Engineers, Consultants, Planners and Project Managers. Limits and coverages shall be incompliance with the provisions outlined above.
- 4. Automobile Insurance: Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$1 Million per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Contractor.
- 5. Installation Floater: The Contractor shall, throughout the term of the contract, obtain and maintain an Installation Floater written on an "All Risk" perils basis of an amount not less than \$1 Million. Coverage applies while property is in transit to the installation site, while stored at a temporary location, awaiting installation at the work site, during loading and unloading as well as the course of installation until completed.

- 6. Contractor's Pollution Liability: The Contractor shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$1 Million. Coverage shall include bodily injury, property damage, clean-up and remediation costs.
- 7. A schedule of hourly rates is to be included for appropriate members of the contractor. The schedule will apply in the event that additional services are required and agreed upon.
- 8. Provide a one page resume of the person named as the prime contact with the Town and of all key members of the contractor's team.
- 9. Provide three references for the contractor's team.

14. INDEMNIFICATION

The Supplier shall defend, indemnify and save the Town of Rainy River its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless the Town of Rainy River from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

15. SUBMISSION INSTRUCTIONS

Proposals are to be submitted with 2 copies in a sealed envelope properly marked no later than 1:00 pm CST on May 28th 2025 to the following:

The Corporation of the Town of Rainy River RFP 25-01 Hannam Park Renovations c/o Shara Lavallee, CAO P.O. Box 488, 201 Atwood Avenue, Rainy River, Ontario POW 1L0 Phone: (807)852-3978, Fax: (807)852-3553 Email: rrcao@tbaytel.net, Website: www.rainyriver.ca

The proposals will be opened on May 28th 2025 at 1:15 pm CST at the Town of Rainy River Municipal Office.

Please ensure all proposals are complete and include all requested documentation. Late submissions will not be considered.

16. Evaluation Criteria

Proposals are evaluated based on the following criteria:

1. Experience and Qualifications:

Experience with similar renovation/addition projects, particularly those involving winterization and accessibility improvements.

2. Cost:

The overall cost and value for money, considering both initial price and long-term benefits.

3. Approach and Timeline:

Clarity and feasibility of the proposed approach and timeline for completing the work..

4. References and Past Work:

Positive feedback from previous clients, especially for similar public infrastructure projects.

5. Commitment to Accessibility and Sustainability:

Emphasis on accessible design and sustainable building practices, if applicable.

17. Award

The Town of Rainy River reserves the right to accept or reject any or all proposals at its discretion and to use its sole discretion in evaluating the proposals, including the application of any criteria as it may deem appropriate, in determining which proposal is acceptable. Contract awards may be all or in part, depending on funding received. Every proposal prepared in response to this RFP shall be prepared at the cost and expense of the respondent.

18. QUESTIONS AND CLARIFICATIONS

Any questions regarding this RFP should be directed to CAO Shara Lavallee at the Town of Rainy River no later than April 30th 2025. Responses to all inquiries will be shared with all prospective bidders.

19. ADDITIONAL TERMS AND CONDITIONS

- The municipality reserves the right to reject any or all proposals.
- All work must comply with relevant local building codes, safety regulations, and environmental guidelines.
- The successful bidder will be required to enter into a formal contract with the municipality upon award of the project.